

SCANNED

STATE OF TEXAS §
COUNTY OF BEXAR §



AMENDED AND RESTATED
RULES AND REGULATIONS
OF
LAFAYETTE PLACE HOME OWNERS ASSOCIATION

Document reference. Reference is made to that certain Declaration Lafayette Place (A Condominium), filed at Book 4, Page 1 in the Condominium Records of Bexar County, Texas (together with all amendments and supplemental documents thereto, the "**Declaration**").

Reference is further made to those certain Lafayette Place Home Owners Association Rules & Regulations, filed at Book 16573, Page 1600 of the Official Public Records of Bexar County, Texas and the Rules filed of record as doc. # 20150181198 of the Official Public Records of Travis County, Texas and the resolution filed as Book 16383 Page 1102 in the Bexar County Records; and the Rules filed as document nos. 20150239694, 20150214691, and 20150213460 in the Official Public Records of Bexar County, Texas (cumulatively, the "**Prior Rules**").

WHEREAS the Declaration provides that owners of units subject to the Declaration are automatically made members of Lafayette Place Home Owners Association (the "**Association**");

WHEREAS the Association, acting through its board of directors (the "**Board**"), is authorized to adopt and amend rules and regulations governing the property subject to the Declaration and the operations of the Association pursuant to Section 82.102(a) of the Texas Uniform Condominium Act and Section 9.3.1 of the Declaration, and has previously adopted the Prior Rules; and

WHEREAS the Board has voted to adopt the additional Rules attached as Exhibit "A" to **AMEND, REPLACE AND SUPERSEDE** the Prior Rules.

THEREFORE the additional Rules attached as Exhibit "A" have been, and by these presents are, ADOPTED and APPROVED.

LAFAYETTE PLACE HOME OWNERS ASSOCIATION

Acting by and through its Board of Directors

Signature: 
Printed Name: Patricia Gamboa
Title: President

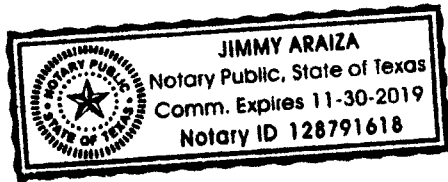
Exhibit "A": Amended and Restated Rules

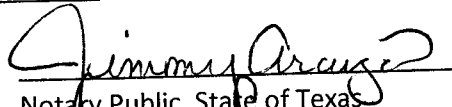
Acknowledgement

STATE OF TEXAS §

COUNTY OF Bexar §

This instrument was executed before me on the 22nd day of June
2016, by Patricia Gamboa in the capacity stated above.




Notary Public, State of Texas

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RULES & REGULATIONS

I. HOMEOWNER'S FEES

The monthly homeowner's fees are used to operate the Association. Included in the costs of operation are:

- | | |
|--|--|
| <p>A. Administrative Expenses</p> <ul style="list-style-type: none"> Office Supplies Legal & Audit Services Employee Benefits Telephone/Answering Service | <ul style="list-style-type: none"> Employee's Salary Payroll Taxes Security |
| <p>B. Operating Expenses</p> <ul style="list-style-type: none"> Gas & Water Monthly Exterminating | <ul style="list-style-type: none"> Trash Removal Electricity for Common Elements |
| <p>C. Repairs & Maintenance</p> <ul style="list-style-type: none"> Building Maintenance & Repairs Parking Area Maintenance & Road Repair Soft Water System Maintenance & Repair Light Fixtures, Bulb Replacement & Repair of Common Elements Cleaning Supplies | <ul style="list-style-type: none"> Pool Maintenance & Repairs Hot Water System Maintenance & Repair Carport Upkeep Decorating of Interior & Exterior Common Elements |
| <p>D. Fixed Expenses (Insurance)</p> <ul style="list-style-type: none"> Umbrella Texas Multi-Peril | <ul style="list-style-type: none"> General Liability Property |

Non-Owned/Hired Auto

Directors and Officers Liability

E. Replacement Reserves

Roofs
Pool
Pool Furniture
Office & Club Room Furniture
Hall, Club Room, and Office
Flooring

Exterior Painting
Landscaping
Carports
Street & Sidewalks
Interior Painting-Halls, Club Room,
Office

II. PAYMENT OF HOMEOWNER'S MONTHLY FEES

The Association operates financially solely from the monthly fees contributed by unit owners. Obligations must be met on a timely basis and prompt payment of the monthly fee is essential in order to operate on a sound business basis.

Because of the need for timely payment of fees by Homeowners, as well as timely payment of obligations by the Association, the following rules have been established.

- A.** All monthly fees and Utility reimbursements are due on the 1st of each month.
- B.** Each unit is billed monthly for its utility usage.
- C.** A late fee of \$50 per month will be assessed if the homeowner's fee or utility reimbursement is not paid prior to the close of business on the 10th day of the month.
 - i. This late fee will accumulate on a monthly basis until all fees are current.
 - ii. Payment made by homeowners will first be applied to the outstanding balance with the remainder being applied to the Homeowner's current fees.
 - iii. Non-payment of utility bill will result in the interruption of the utility services to the unit involved, plus a \$50 reconnect charge and full payment of all charges prior to the reconnection.
- D.** If a homeowner's monthly fee is delinquent for more than 60 days, a lien will be filed at the County Courthouse on the particular unit involved. The lien will be released only when all fees, late fees and cost of filing the lien are paid in full.
- E.** The charge for a returned check is \$50 plus late fees.

III. MONTHLY BOARD MEETINGS

The Board of Directors meets monthly to conduct the business of the association. The time and date is determined by the current elected board and is posted in the monthly newsletter and on the website. All homeowners are encouraged to attend. If the homeowner has an issue to bring before the Board, the request must be put in writing and submitted to the management office no later than one (1) week prior to the scheduled meeting. In doing so, the board packets will include the written request or action item allowing the board to prepare for your time before them. Time is limited to five (5) minutes per speaker so as the business of the association planned for the meeting can be conducted. Once the regularly scheduled business begins, homeowners will not be permitted to speak during the meeting.

IV. HOMEOWNER/OCCUPANT GUIDELINES

A. GAS AND WATER

The furnaces at Lafayette Place are gas heated and the hot water is circulated through a water softener. These services are provided as part of the homeowner's monthly assessments.

1. Water Leaks

- a) An occupant shall be strictly liable and responsible for the prompt repair, regardless of fault, for any damages anywhere by water leaks from the occupant's washing machines, dishwashers, bathtubs, showers, commodes, sinks, aquariums, waterbeds, water furniture and air conditioning units.

b) An occupant will be responsible for paying for damages and repairs necessitated by water leaks from the occupant's dwelling to adjacent dwellings. If the Association deems it necessary to repair any of these items inside an occupant's dwelling, the occupant shall reimburse the Association for the cost of repair, plus 33% for administrative overhead.

2. Utilities and Leaks

a) It is highly recommended that if a unit is to be vacant for any length of time, the water should be shut off. Shut-off valves are located below the kitchen, bathroom, wet-bar sinks, and behind the toilets.

3. Gas Leak Detection

a) If a gas odor is detected, either inside your residence or outside, contact City Public Services (CPS) immediately and then contact the management.

b) When gas is smelled inside your residence, please use the following guidelines:

- Do not operate electrical switches.
- Do not use the phone. Instead, use a neighbor's phone or go to the Manager's Office.
- Evacuate the residence until someone can evaluate and correct the problem.

c) If gas is smelled outside your residence, extinguish any open flames.

B. HEAT AND AIR CONDITIONING PREVENTATIVE-MAINTENANCE AND INSPECTION

For the safety of all occupants, it is mandatory that all units have air conditioning and heating systems inspected semi-annually.

1. Fall Preventative Maintenance Program for the Unit Heater

○ Inspection must be completed by a certified, licensed Heating Company.

2. Spring Preventative Maintenance Program for the Unit Air Conditioner

○ Inspection must be completed by a certified, licensed A/C Company.

These procedures are to be performed by a licensed and bonded air conditioning and heating company at the homeowner's expense. Proof of this service must be provided to management by December 31 for the Fall Maintenance Program and June 30 for the Spring Maintenance Programs.

1. Failure to provide proof of these services by the aforementioned dates will result in a twenty-five (25) dollar fine.
2. An additional twenty-five (25) dollar fine will be assessed on the last day of each month thereafter when proof has not been submitted to management, and will continue to be assessed until proof of the specific inspection has been received.

C. ARCHITECTURAL AND AESTHETIC CONTROL

A unit owner shall not alter, construct in or remove anything from the common elements or limited common elements except with the prior approval, in writing, of the Board of Directors.

1. Alterations of the Common Element

○ No person may do anything, without prior written consent of the Board of Directors, that will increase insurance rates for the Association or which may cause such improvements to be uninsurable, or which may cause any policy to be canceled, suspended or materially modified by the issuing company.

2. Storage of Property on Private Patios

- The only items which may be stored on private patios, which can be viewed from the streets or common areas, are the following: outdoor lounges and lawn chairs, exterior tables, decorative plants in hanging baskets or pots, one enclosed trash receptacle with lid and only one electric barbecue grill.
- Per Uniform Fire Code (2012) Chapter 3, Sec. 308.5, open-flame cooking devices, charcoal burners and other open-flame cooking devices shall not be operated and are strictly prohibited within 10 linear feet of any combustible surface, including but not limited to decks, porches, balconies, walls, or verandas and beneath any balcony, porch, roof overhang, deck, or veranda.
- Per Uniform Fire Code (2012) Chapter 3, Sec. 320.9, Propane tanks shall not be located within 10 feet of a building door or window. Thus, storage of propane gas cylinders or grills on balconies/patios is strictly prohibited. Liquefied petroleum gas (propane) cylinders or containers shall not be located inside a building, on a balcony/patio, or within 10 feet of any building or adjoining property line.
- Washers and dryers stored on patios must be enclosed with specifications approved by the Board of Directors and painted to match approved exterior paint color.
- Nothing may be hung on the railings, except plants. Items on the patios must not appear to be in disrepair. The Board reserves the right to restrict hanging items.

3. Storage of Property in Common Areas

- No property may be stored temporarily or permanently on sidewalks, balcony walkways, stair landings, hallways, parking lots or other common area so as not to interfere egress and ingress into a unit.

4. Property Inside Dwellings

- a) The Association has the right and the responsibility to control the visual attractiveness of the property, including the right to require removal of objects which are visible from the common area and which detract from the property's appearance. Blinds and drapes must be in good repair. Exterior windows shall be covered by blinds or drapes which have lining exposed to the exterior which is white, ivory or tan. If windows are replaced, they must include grids like the windows throughout the property. No foil or other material objectionable in the reasonable judgment of the Board of Directors shall be placed on or next to any window or sliding glass door.
- b) All exterior doors to the units shall be painted the same as the original beige and must be the same design as the original door (paned window top half, solid bottom).
- c) Any additional doors added to the back entrance of the units (wrought iron or storm doors) shall be black or beige in color.

5. Burglar Bars. Burglar bars may not be installed except with prior permission from the Board of Directors.

6. Interior Hallways and Sidewalks

- While these areas will be periodically cleaned by the housekeeping staff, entry areas, walkways, steps and landing shall be kept clean and neat by the occupants using them. No live plants may be placed in the interior hallways,

only doormats and artificial plants may be placed in the interior hallways. Feeding bowls for animals may not be left outside since they attract pests and stray animals and compound the clean-up problems.

7. Antennas

- No exposed exterior antennas or satellite dishes or direct TV may be installed anywhere on the property without prior approval of the Board of Directors and using specifications provided by the Board of Directors.

8. Signs

- "For Sale" or "For Rent" signs and all other signs are prohibited and may not be exhibited anywhere on the property, including from the interiors of the dwellings. Personal property and estate sales are strictly prohibited. Thus, no public advertisement or announcement may be published for such events. If the assignment of a gate code is abused by the homeowner, it will be deactivated immediately requiring the homeowner to utilize the gate remote as the exclusive form of entry to the property.

D. PEACEFUL ENJOYMENT OF THE PREMISES

1. Noise

- Occupants and their guests shall refrain from playing radios, televisions, stereos and other electrical, electronic or mechanical devices so loudly that they may be heard outside the dwelling.
- Yelling or loud talking outside is prohibited.

2. Nuisances

- No unsafe, noxious, offensive or illegal activity, odor or noise is permitted.
- No activity shall be conducted, which in the judgment of the Board of Directors, might reasonably be considered annoying to neighbors of ordinary sensibilities, or might be reasonably calculated to reduce the quality of living.
- No exterior loud speakers or flashing lights shall be allowed.

3. Owners responsible for conduct of unit residents and guests

- Each owner and occupant is responsible for the conduct of all occupants of the units and their guests and invitees (including family members of the owner, tenants, and guests). No item may be left outside overnight in areas visible from the street or in common areas or left in the common area when not in use. For everyone's safety, the use of recreational equipment bicycles, tricycles, skates, skateboards or other such ride-on toys should be supervised at all times by a responsible adult.
- Children should be accompanied when in the laundry rooms.
- Children should be accompanied when in the clubroom, pool area or pool.

E. FIRE SAFETY

Unit Owners Shall:

1. Purchase and install two (2) smoke alarms in the owner's unit; one is to be installed in the hall by the bedrooms and one in the kitchen area and a carbon monoxide detector.

2. Purchase and install one (1) 5 lb. ABC fire extinguisher in the kitchen area.
3. If a resident uses the fireplace, the homeowner is required to conduct annual inspections of the fireplace and provide proof of inspection to the management office.

F. VEHICLE AND PARKING RULES

1. Vehicles must be serviced, washed, or repaired off the property.
2. Vehicles which have an expired license plate, expired inspection sticker, flat tire(s), or which are obviously inoperable due to missing parts are prohibited and must be removed from the property at occupant's expense.
3. Vehicles leaking fluids on asphalt are in violation.
4. No recreational vehicles larger than a small van, no trucks (larger than a pick-up), no boats, trailers, etc. are to be parked on the property.
5. Each unit has assigned covered parking space(s).
 - o Parking in someone else's assigned covered space(s) is prohibited.
6. No vehicles may be parked or unattended in such a manner as to block the passage of other vehicles on the streets or in driveways to dwellings.
7. No vehicle shall be left parked and unattended in the street, along the curb or in driveway or parking space areas in such a manner as to prevent the ingress and/or egress of emergency vehicles, (i.e. fire, EMS) or service vehicles (i.e. refuse trucks)
8. Motorcycles and bicycles may not be parked on balcony walkways & stairwells or on patios.
9. Motorcycles shall not be inside the dwelling.
10. THE 10 MILES PER HOUR SPEED LIMIT MUST BE OBSERVED.
11. All vehicles must be parked in a designated parking space between the hours of 12am (midnight) and 6am. Any vehicles not parked in a designated parking spot during that time are subject to a fine and possible towing.
12. Non-resident homeowners who leave vehicles in the parking lot should leave a spare set of keys with a neighbor or the front office in the event of an emergency.
13. Fees will be imposed to Homeowners or their guest for parking violations including parking on the red curbs.

G. CLUB ROOM USE AND RULES

The club room is part of the common area that is for the use and enjoyment of all occupants. The following rules and regulations apply to the use of the club room.

- 1) a fee of \$50.00 (non-refundable check or money order) is charged for the use of the club room. A clean up and damage deposit of \$100 is required for the use of the club room. The deposit should be in the form of a check, made payable to the Lafayette Place Homeowners Association.
 - a. If the club room is completely clean and there is no damage after inspection by the management, the deposit will be returned.
 - b. If there is damage that must be repaired, the depositor will have to pay for the damage.
 - c. If the club room is not clean to the management's satisfaction, a \$50 clean-up fee will be charged and deducted from the deposit.

- 2) All reservations for the club room must be made through the manager's office and are subject to availability. The phone number is 210-340-4112. Reservations for the club room are not considered confirmed until the \$50.00 fee for use of the club room, the security deposit of \$100 and the signed clubroom agreement are received in the office.
- 3) No wet bathing suits are allowed in the club room at any time.
- 4) Use of the club room does not include exclusive use of the pool, pool area, or cabana area.
- 5) Food is allowed in the club room and cabana area. It is not allowed in the pool area.
- 6) Animals are not permitted in the club room.

H. SWIMMING POOL RULES

1. Pool hours are 6:00am to 12 midnight, Monday through Sunday.
2. The pool may be used only by occupants and their families and guests.
3. The following rules apply to everyone in the pool area.
 - Persons swim at their own risk; there is no lifeguard on duty.
 - Children should not use the pool without adult supervision.
 - Glass containers and balloons are not permitted in pool or cabana area.
 - Food may not be served or eaten in the pool or pool area; food may be served and eaten in the roof-covered cabana area.
 - Animals are not permitted in the pool or pool area.
 - Horseplay, diving, running, loud noises, loud water games or dangerous conduct are not allowed in the pool or pool area. This includes throwing of hard balls, Frisbees or footballs.
 - Earphones must be used when playing musical instruments, radios, TVs, stereos or other electronic devices.
 - Walkways around the pool may not be obstructed.
 - Persons who are ill or intoxicated may not use the pool.
 - No more than four (4) guests per condo unit may use the pool at any time; guests must at all times be accompanied by a resident.
 - The gate to the pool area may not be propped open or otherwise rendered inoperable, even temporarily.
 - Recreational equipment such as bicycles, tricycles, skateboards, roller blades. etc., are not allowed in the pool area.
 - Proper swim attire must be worn at all times. T-shirts, cut-offs or shoes are not allowed in the pool.
 - Proper attire (swim diapers) is required for incontinent persons (for example children who are not toilet trained.) Large floating devices are not allowed in the pool.
 - The life safety rings and other safety equipment may not be moved or used other than as needed for life saving measures.
 - Persons using the pool should feel free to ask others to obey these rules. Residents are requested to notify management of significant rule violations.

- Homeowners are responsible for paying clean-up expenses, repair costs and damages caused by occupants or guests.
- The Association is not responsible for lost or stolen articles.

I. SECURITY

Neither the Association nor the Association's management company provides or warrants security. Each occupant is responsible for the occupant's security and that of the occupant's guests. Pursuant to Texas Property Code, each unit must have:

- Keyless deadbolts on all exterior doors;
- Keyed deadbolts on one entry door;
- Pin locks on all sliding glass doors;
- Door viewers on all exterior doors, and
- A window latch on each window.

Occupants are requested to immediately report common area lighting problems or hazardous conditions to the management. The Association generally must rely on occupants to notify the management when lights are burned out or insufficient in some manner. Occupants must assume that electronic or mechanical devices may malfunction.

J. PEST CONTROL

The pest control technician will be on property every Wednesday. Homeowners wishing to have their unit treated should call the office to schedule such treatment.

K. TRASH AND GARBAGE

1. Trash and recycling pickup is Monday, Wednesday, and Friday.
 - A fee per bag, per day will be charged if trash or recycling is put out on non-designated pickup days or after the pick-up time.
2. All trash **MUST** be placed in plastic bags, all recycling **MUST** be placed in blue recycling bag, and both must be put outside the patio entrance.
 - Occupants living upstairs must carry the plastic bags to the bottom of the stairs.
3. All trash must be out and ready for pickup by 9:30am.
4. Trash not put out on time must be kept in the occupant's dwelling until next pick up day or taken to the dumpster.
5. Trash will not be picked up on weekends or holidays.
6. **DO NOT** put trash in laundry room containers.
7. **DO NOT** use paper bags for trash.
8. **DO NOT** put trash out the night before or on weekends, as it may be opened by stray animals.
9. Dumpsters are not to be used to dispose of large items such as furniture, mattresses, etc. These types of items must be hauled off premises by the occupant.

L. PET RULES AND REGULATIONS

Keeping and maintaining no more than two (2) small orderly domestic pets with a recommended weight up to 35 pounds each (i.e. small dogs, cats, caged birds, etc.) shall be permitted within a unit.

1. No pet may be kept, bred, or maintained for any commercial purpose.
2. The occupant shall be responsible for any property damage, including soiled foyers and common areas, caused by a pet.

3. Pets are not to be taken to or allowed in the pool, pool area, or club room.
4. While outside the unit, pets shall be leashed and attended by a responsible person.
5. Occupants are responsible for removing waste matter from common areas, limited common areas, and units.
6. Residents are encouraged to use the back entrance for their pets so as not to soil the foyer or carpeted areas.

M. FINE FOR VIOLATIONS

1. **Background.** This fining policy is based on the requirements of Section 82.102 of the Texas Uniform Condominium Act (TUCA), Chapter 82, Texas Property Code. To establish policies and procedures for fining under TUCA, the Board adopts this policy.
2. **Policy.** The Association uses fines to discourage violations of the deed restrictions, and to encourage compliance when a violation occurs – not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the governing instruments. The Association’s use of fines does not interfere with its exercise of other rights and remedies for the same violation.
3. **Owner’s Liability.** An owner is liable for fines levied by the Association for violations of the deed restrictions (including Declaration/CCRs, Bylaws, Rules, and any other restriction) by the owner, the residents of the unit, and the relatives, guests, employees, and agents of the owner and residents. Regardless of who performs the violation, the Association will direct its communications to the owner, although the Association may send copies of its notices to the unit resident.
4. **Enforcement Costs.** The Association may assess the owner all costs of enforcement and collection, including attorney fees. See also Bylaws §8.1.3.
5. **Violation Notice.** Before levying a fine or damage charge, the Association will give the owner a written violation notice and an opportunity to be heard. The Association’s written violation notice will contain the following items:
 - (1) a description of the violation or property damage;
 - (2) the amount of any proposed fine or damage charge (if no amount is listed, the proposed fine will be deemed to be in accordance with the association’s standard fining schedule);
 - (3) a statement that not later than the 30th day after the date of the violation notice, the owner may request a hearing before the Board to contest the fine or damage charge.
 - (4) *if applicable* (see (b) below), the deadline for curing the violation avoiding any fine.
 - a. **New Violation.** If the owner was not given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months, the notice will state a specific date by which the violation must be cured to avoid the fine.
 - b. **Repeat Violation.** If notice and an opportunity to cure a violation was given to the unit owner within the preceding 12 months, no cure period (no notice of opportunity to cure) need be given and the fine may be immediately assessed.

6. Violation Hearing. An owner may request in writing a hearing by the Board to contest the fine. To request a hearing before the Board, an owner must submit a written request to the Association's manager within 30 days after the date of the violation notice. Pending the hearing, the Association may continue to exercise its other rights and remedies for the violation. The hearing will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The owner may attend the hearing in person, or may be represented by another person or written communication. No audio or video recording of the hearing may be made.
7. Levy of Fine. Within 30 days after levying the fine, the Board will give the owner notice of the levied fine. If the fine is levied at the hearing at which the owner is actually present, the notice requirement will be satisfied if the Board announces its decision to the owner at the hearing. Otherwise, the notice will be in writing and sent via mail, email, or fax. The Association may also give the owner periodic written notices of an accruing fine or the application of an owner's payments to reduce the fine. The periodic notices may be in the form of monthly statements or delinquency notices.
8. Amount. The Board may set fine amounts on a case-by-case basis. The standard fining schedule is as follows:
 - 1st Violation – Warning and opportunity to cure
 - 2nd Violation – \$25.00 fine
 - 3rd Violation (violation not remedied in response to letter #2) – \$50.00 fine
 - 4th Violation (violation not remedied in response to letter #3) – \$100 fine
 - 5th Violation and Violations thereafter – \$100 fine

Standard notices regarding violations may be sent by any method of mailing, by email, or by fax.

9. Type of Levy. If the violation is ongoing or continuous, the fine will be levied on daily basis beginning on the date the fine attaches or begins accruing. If the violation is not ongoing, but is instead sporadic or periodic, the fine will be levied on a per-occurrence basis.
10. Application of Payments. The association may apply payments received from owners to any amounts due to the association, regardless of directions from owners otherwise. Monies can be applied to non-assessment items first, such as fines, late charges, NSF charges, user fees, damages, etc.
11. Deviation from Standard Policy; authority of agents. The Board reserves the right to alter the standard violation and enforcement process if in its sole discretion such action is warranted (including increasing or reducing the number of notices, or amount of fines), provided that the minimum notice requirements of state law are met.

The management company, Association attorney, or other authorized agent of the Association is granted authority to carry out this standard enforcement and fining procedure absent express direction otherwise from the Board, without further vote or action of the Board. The management company may also use its discretion in directing the matter to the Association's attorney at any stage in the enforcement process. This authority notwithstanding, the management company or Association attorney shall communicate with the Board and/or certain designated officers or agents on a routine basis with regard to enforcement actions, and the Board reserves the right to establish further policies with regard to enforcement

efforts generally and to make decisions about particular enforcement actions on a case-by-case basis if and when it deems appropriate.

12. Board decision to pursue enforcement action. The decision to pursue enforcement action in any particular case shall be left to the board's discretion. For example, the board may determine that, in a particular case, (i) the association's position is not strong enough to justify taking any or further action, or the board does not have sufficient evidence to pursue an enforcement action; (ii) the covenant or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; (iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; (v) it is not in the association's best interest, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action; or (vi) the issue is one more appropriately addressed by law enforcement or other governmental body, in which case the board may contact, or advise the complaining party to contact, law enforcement or the appropriate governmental body.
13. Self-help enforcement action. Notwithstanding other language herein, the management company, Association attorney, or other authorized agent of the Association is granted authority to carry out self-help remedies on behalf of the Association, in accordance with Bylaw §8.1. All costs of this remedy, including administrative expenses, may be assessed to the Owner's account.

N. EMERGENCY ACCESS TO UNITS

Occupants shall furnish the management with entry keys to their units for specific purposes. Management shall have the right to enter an occupant's unit for purposes of:

1. Inspection for utility leaks and frozen pipes;
 - o Utility leaks for which the occupant is responsible under the Declaration, Bylaws or these rules and regulations may be repaired at the occupant's expense with prior written notice delivered to the unit if the occupant fails to promptly repair them.
2. Prevention of water pipe freezing (by turning on heat or dripping faucets); and
3. Protection of property rights and quiet enjoyment of other occupants.

O. DESCRIPTION OF LIMITED COMMON ELEMENTS

Limited common elements shall mean and include those portions of the common elements reserved for the use of certain units to the exclusion of other units.

1. The limited common elements include the patios, balconies, storage spaces and halls that are immediately adjacent or contiguous to certain units as well as the parking spaces adjacent to the buildings, at least one of which shall be assigned to each unit.
2. The use and occupancy of designated limited common elements shall be reserved to the associated unit; and each unit owner is hereby granted an irrevocable license to use and occupy limited common elements, and shall have the responsibility to maintain such limited common elements as hereinafter provided.

P. DESCRIPTION OF COMMON ELEMENTS

The common elements shall mean and include: the land on which the buildings are located and all portions of the property not contained within any unit, including, but not by way of limitation, the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, and entrances and exits of the buildings; the grounds,

gardens, and the storage spaces which are not immediately adjacent or contiguous to any unit; the maintenance storage building; installations of all central services, including power, light, gas, hot and cold water, heating, air conditioning equipment not serving an individual unit, and garbage collection; the tanks, pumps, motors, fans, compressors, ducts, and in general, all apparatuses and installations existing for common use; any driveways; utility pipes, lines, or systems servicing more than a single unit; all ducts, flues, chutes, wires, conduits and other accessories and utility installations to the outlets used therewith; the swimming pool, and club room, all ducts and flues that may be installed in connection with the installation of fireplaces in certain units; the laundry and hot water heater rooms; all limited common elements as hereinafter described; and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use, or which have been designated as common elements in the plat and all repairs and replacements of any of the foregoing.

V. BUYING A UNIT

A. SELLER ISSUES TO BUYER

1. Copies of the governing documents of the Association.
2. A statement indicating the purchaser's receipt of the above documents must be signed and sent to the management company.
3. Unit and mailbox keys, gate remotes, gate codes, pool access cards, number and location of parking space(s) assigned to the unit.

B. BUYER RESPONSIBILITIES

1. Receive, read, abide by and familiarize themselves with the governing documents of the Association to include these Rules and Regulations.

C. PRIOR TO MOVE-IN

1. The Management Company must be given a duplicate of the individual unit key to be used as an entry key in the event of fire, water leaks, or any other situation which would necessitate entry when occupant is not present.
 - In the event that locks are changed, a new key must be given immediately to the Management Company.
 - Should a Buyer fail to issue a duplicate key to the Management Company, in an emergency situation the Management Company may remove and replace the locks to secure the owner's unit at the owner's expense.
2. Automobile parking decals are to be obtained by calling the Office Manager.

VI. RENTING A UNIT

A. OWNER ISSUES TO RENTER

1. Copies of the governing documents of the Association.
2. A statement indicating the renter's receipt of the above documents must be signed and sent to the front office.
3. Unit and mailbox keys, gate remotes, gate codes, pool access cards, number and location of parking space(s) assigned to the unit.

B. OWNER RESPONSIBILITIES

1. Submit one copy of the lease agreement to the Management Company
2. A statement acknowledging the Tenant/Lessee's receipt of the governing documents of the Association must be left on file with the Management Company.
3. The homeowner is responsible for the tenant's conduct and ensuring they are aware of the property rules.
4. Receive, read, abide by and familiarize themselves with the governing documents of the Association to include these Rules and Regulations.

C. RENTER RESPONSIBILITIES

1. Receive, read, abide by and familiarize themselves with the governing documents of the Association to include these Rules and Regulations.

D. PRIOR TO MOVE-IN

1. The Management Company must be given a duplicate of the individual unit key to be used as an entry key in the event of fire, water leaks, or any other situation which would necessitate entry when occupant is not present.
 - In the event that locks are changed, a new key must be given immediately to the Management Company.
 - Should a Buyer fail to issue a duplicate key to the Management Company, in an emergency situation the Management Company may remove and replace the locks to secure the owner's unit at the owner's expense.
2. Automobile parking decals are to be obtained by calling the Office Manager.

VII. MAINTENANCE, ALTERATION & IMPROVEMENT

A. NOTIFICATION OF IMPROVEMENTS

Per section 11.4 of the Lafayette Place Declaration:

- Each unit owner shall be required to notify the Board of all improvements made by the homeowner to his unit, the value of which is in excess of One Thousand Dollars (\$1,000) and shall be liable for any increased insurance premium for insurance maintained by the Board occasioned thereby. Each unit owner shall bear the risk of loss for all improvements made to his unit that were not the subject of prior notice to the board.
- The unit owner who made the alterations will be held liable for any damages to the unit or surrounding units due to the alterations.

B. MANAGEMENT COMPANY

To contact a management person on call after hours, weekends, and holidays please call Wildwood Management Company at 210-732-0000.

VIII. CONTRACTORS AND SERVICE PROVIDERS

Owners are responsible and shall be held liable for any and all damage caused by the Owner's contractor or subcontractors.

The Board in its sole discretion is authorized to prohibit any contractor or service provider from providing maintenance, repair, renovation, or any other service (including supervising or hiring other contractors or subcontractors) within the community upon notice to said contractor or service provider. The Board may consider any factor in prohibiting a contractor/service provider, including, without limitation: the history of construction activities of the contractor/service provider; the performance of the contractor/service provider under previous contracts; and any current or prior violations of the contractor/service provider of the Association's governing documents and governmental laws or regulations.

The Association shall maintain a list of all prohibited contractors and service providers. It is the Owner's responsibility to ensure that a contractor/service provider is not prohibited before engaging their services. Owners who engage a prohibited contractor/service provider and allow them to perform any of the abovementioned services may be fined in accordance with the Association's fining policy.

No person or entity on the prohibited list may be engaged in any manner, including being engaged to hire subcontractors to perform work on the premises, whether or not consideration is being paid to the prohibited contractor.

IX. UTILITY SHUTOFF

Utilities including without limitation water may not be shut off to the Unit(s) without the prior written consent of the Board or managing agent. **Owners or their Contractors may NOT cut off utilities to service any Unit(s) without prior written consent of the association.** Owners are responsible for all actions of their contractors per section (I) above. The Board may require Association personnel to be present when any utility is shut off and may assess to the Owner's account an administrative fee to cover their time and any other expenses incurred.

X. CODE OF CONDUCT

Owners, residents, and guests will conduct themselves in a civil and neighborly manner when dealing with the Association's officers, directors, committee members, manager, employees, contractors, agents, and other Owners, residents, and guests. No person has the right to abuse another, or the duty to tolerate abuse.

- i. Prohibited conduct. The following conduct is expressly prohibited:
 - a) verbal abuse;
 - b) insults and derogatory name-calling;
 - c) cursing;
 - d) aggressive and/or threatening behavior;
 - e) hostile or unwanted touching/physical contact;
 - f) sexual harassment;
 - g) posting correspondence on the doors of directors and officers;
 - h) correspondence, whether oral, written, or electronic, that is deemed in the Board's or Manager's sole discretion to be harassing or intimidating (the Board and/or Manager will consider the tone, time, and frequency of correspondence in determining whether correspondence is harassing or intimidating);
 - i) suggestive language or language that is otherwise offensive to the recipient; and
 - j) asking Association or Manager personnel to perform personal errands.

- ii. Requests for an owner to leave. Any Owner, resident, or guest who is requested to leave the Manager's office or an Association facility or meeting shall do so immediately.

- iii. Communication with the Association Manager or Board. The Board or Manager may in their sole discretion require, upon notice to a resident or Owner, that all communication from the resident or Owner be in writing. Once such notice is provided, the Board or Manager may in their sole discretion decline to reply to any other method of correspondence.
- iv. Communication from tenants. All communications related to Association matters must come from Owners rather than their tenants. The Board or Manager in their sole discretion may decline to reply to communications from tenants.
- v. Association employees/contractors. Owners and residents may not instruct, direct, or supervise the Association's or Manager's employees, agents, or contractors unless otherwise directed to do so by the Board. Owners, residents, and guests may not bother, harass or in any way interfere with the performance of any duties being performed by the Association's or Manager's employees, agents, or contractors or in any way take action or communicate with them other than when answering questions presented by the contractor. **Any questions, comments, concerns or other communication related to a contractor's, employee's, or other agent's work on behalf of the HOA must be directed to the Manager and not to the contractor, agent or employee.**
- vi. Participation in board meetings. The Board in its discretion may permit owner participation at Board meetings. If the Board elects to permit owner participation, the Board may require advance sign-up if an owner desires to speak at the meeting, may limit the time given for owners to speak, and may limit the topics which may be discussed (for example to ensure that topics are association-related and not repetitive.)
- vii. Recording of association meetings. No Owner or resident may make or cause to be made an audio or video recording of an Association or Board meeting without the express written consent of every person in attendance at the meeting in person or via electronic or other means by which persons are in attendance. In addition to fines and other enforcement action that the Board elects to pursue for violations of this provision, any Owner or resident who violates this provision shall immediately turn over to the Association the original and any copies of the recording. Any Owner or resident who refuses to comply with this provision must leave the meeting upon request of any Board member or other authorized agent of the Association."

XI. COMMERCIAL USE / HOME BUSINESS

The declaration restricts use of Lafayette units to single family residential use only. This rule is to provide guidance as to what types of activity will be considered a violation of the residential use restriction and what type of activity will be considered consistent with residential use and thus not a violation.

Conducting any business, trade, or similar activity is prohibited, except that and Owner or occupant residing in a unit may conduct business activities which are commonly conducted

within residential areas within a home (such as telecommuting) so long as:

- (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the home;
- (2) the business activity conforms to all zoning requirements for the property;
- (3) the business activity does not involve visitation of the home by clients, customers, suppliers, employees, or other business invitees or door-to-door solicitation of residents of the property;
- (4) the business activity is consistent with the residential character of the property and does not constitute a nuisance, or hazardous or offensive use, or threaten the security or safety of other residents of the property; and
- (5) the business activity does not increase the volume of mail or package deliveries to the home.

Whether a use violates this rule will be determined in the sole discretion of the Board.

XII. SOCIAL MEDIA AND OTHER COMMUNICATIONS

All communications referencing "Lafayette" or otherwise referencing the association name or a similar name must either be authorized by the Association, or must contain a clear disclaimer that the communication (including social media page or website) is not affiliated with or approved by the Lafayette Place Home Owners Association

Creation and distribution of social media or other communications. The Association may utilize social media for informational and communication purposes. No Owner may create, maintain or communicate or cause to be created, maintained or communicated a website, Facebook page, newsletter, other publication (including letters or other communication) that reasonably appears to be authorized by or affiliated with the Association or that may cause confusion as to authorization by or affiliation with the Association.

Any website, Facebook or other social media publication, and any letter or other communication, not authorized by the Association but which references "Lafayette", "Lafayette HOA" "Lafayette Place Home Owners Association" or a name reasonably similar must contain a clear and conspicuous notation (in bold, all caps, or otherwise prominently displayed), on the first page of the communication or if a website or other social media on the home/first page of the website/page stating that the site/publication as appropriate is **"Not affiliated with or approved by the Lafayette Place Home Owners Association."**

Terms of Use.

If the Association elects to utilize social media, only members of the Association may make posts on it. The Association may revoke the access to the social media for any member in violation of any deed restriction of the Association (including declaration, bylaws, or rules). The revocation may be temporary or permanent. Unless otherwise determined by the board, any revocation will be for a 6-month period. Members may not provide their access code to non-members including tenants.

No advertising or communication which may be perceived as advertising is permitted on the Association's social media. All posts must be professional and courteous in tone and free from harassing, obscene, abusive, insulting, or otherwise inappropriate language and other content¹. No post or other member communication may identify what a reasonable person would consider private information, such as a member's address, physical description, license plate number, or other such information. With the exception of calls or emails solely to a board member or the managing agent of the Association, no post or other member communication may identify or allege a violation of the Association's declaration, bylaws, rules or other governing documents.

Social media is not a vehicle for reporting violations, requesting information, or requesting other services from the Association. Any requests submitted in this manner may be deleted, and will only be answered in the sole discretion of the Board or managing agent. Response to requests submitted in this manner will not constitute a waiver of the Association's ability to decline to respond to future requests submitted in this manner.

Monitoring by Association.

The Association may in its discretion but has no duty to monitor and restrict or remove content posted on the Association's social media or otherwise communicated by or at the request of a member. The Association may delete any posting or other content on any Association social media. The Association is not responsible for the content posted by members or other persons. The Association expressly disclaims liability for all such content/postings including objectionable content.

Any social media maintained by the Association is as a courtesy and communication tool only. The Association does not represent or warrant the accuracy, truthfulness or completeness of postings by any party including the Association.

Liability limitations. The Association assumes no liability and expressly disclaims all liability in connection with the use of Association social media. The Association is not responsible for losses including lost profits or other damages of any kind including consequential or punitive damages. The Association makes no representation as to the ongoing availability of any social media and may discontinue use of social media at any time.

The Board shall in its sole reasonable discretion determine whether a communication violates this policy.

¹ Content includes without limitation words, symbols, photos, drawings, or other communications.

XIII. ASSOCIATION VENDOR POLICY

In the interest of avoiding conflicts of interest or even the perception of a possible conflict of interest, the board has adopted the following policy.

The Association may not retain a service provider to provide any service to the community if the transaction will benefit any of the following people above and beyond the benefit received by the entire membership of the community: an owner or an owner's child (or spouse of child), grandchild (or spouse of grandchild), spouse, sibling (or spouse of sibling), parent, grandparent, company, or partner. Either direct or indirect benefit by the above-mentioned parties is prohibited.

Contracts entered into in violation of this policy are void and unenforceable. This policy shall apply prospectively; it shall not affect any contract with a service provider in place at the time this policy was adopted.

XIV. FLAGS, COLAR ENERGY DEVICES, RAIN BARRELS

1. Unless otherwise approved by the Association, which approval in the Board's discretion may be denied, approved, or approved with conditions, an Owner may not display flags, install solar energy devices, rain barrels, rainwater harvesting systems, or install related improvements on the Common Elements (limited or general) or on any other property or element owned or maintained by the Association, including but not limited to exterior wall surfaces, balconies, terraces, patios, roofs, grounds, yards, and gardens.

XV. RELIGIOUS DISPLAYS

1. General. State statute allows an Owner to install certain religious displays in the Owner's entry, and further allows the Association to impose certain limitations on such entry displays. This Section outlines the limitations on religious displays in an Owner's entry area. Notwithstanding any other language in the governing documents to the contrary, residents may display on the entry door or doorframe of the resident's dwelling one or more religious items, subject to the restrictions outlined in Paragraph 2 below. Permitted "religious items" are limited to those items for which display is motivated by the resident's sincere religious beliefs.
2. Prohibited Items. No religious item(s) displayed in an entry area may:
 - a. threaten the public health or safety;
 - b. violate a law;
 - c. contain language, graphics, or any display that is patently offensive to a passerby;
 - d. be located anywhere other than the main entry door or main entry door frame of the dwelling;
 - e. extend past the outer edge of the door frame of the door; or
 - f. have a total size (individually or in combination) of greater than 25 square inches.

3. Remedies for Violation of this Section. Per state statute, if a religious item is displayed in violation of this Section, the Association may remove the offending item without prior notice. This remedy is in addition to any other remedies the Association may have under its other governing documents or State law.
4. Seasonal Religious Holiday Decorations. This Section will not be interpreted to apply to otherwise-permitted temporary seasonal religious displays such as Christmas lighting or Christmas wreaths. What is considered a Seasonal Religious Holiday Decoration shall be in the sole discretion of the Board, and the Board may impose time limits and other restrictions on the display of Seasonal Religious Holiday Decorations in its discretion. Seasonal Religious Holiday Decorations must comply with all other provisions of the governing documents, but are not subject to this Section.
5. Other displays. Non-religious displays in the entry area to an Owner's dwelling and all displays (religious or otherwise) outside of the entry area to an Owner's dwelling are governed by other applicable governing document provisions.

XVI. TRANSFER FEES

1. Transfer Fees. In addition to fees for issuance of a resale certificate and any updates or re-issuance of the resale certificate, transfer fees are due upon the sale (any transfer, regardless of whether consideration is paid) of any property in accordance with the then-current fee schedule, including any fee charged by the Association's managing agent. It is the selling Owner's responsibility to determine the then-current fees. Transfer fees not paid at or before closing are the responsibility of the purchasing Owner and will be assessed to the Unit's account accordingly. The Association may require payment in advance for issuance of any resale certificate or other transfer-related documentation.

Resale certificates must be issued as a matter of law in conjunction with all condo transfers, with the exception of sales from the original developer (a/k/a, the "declarant"), and must be provided by the selling Owner to the prospective buyer. (See *Texas Property Code §82.157.*) If a resale certificate is not requested and a sale/transfer occurs, all fees related to the sale/transfer and the Association's need to update its records will be the responsibility of the new Owner and may be assessed to the Unit's account at the time the transfer becomes known. These fees will be set according to the then-current fee schedule of the Association or its managing agent, and may be equivalent to the resale certificate fee or in any other amount.

All transfer fees shall be collectible in the same manner as assessments, including lien and other assessment collection rights.

XVII. EMAIL ADDRESSES

1. Email Addresses. An Owner is required to keep a current email address on file with the Association if the Owner desires to receive email communications from the Association. Failure to supply an email

address to the Association or to update the address in a manner required by these rules may result in an Owner not receiving Association emails. The Association has no duty to request an updated address from an Owner, whether in response to returned email or otherwise. The Association may require Owners to sign up for a group email, email list serve or other such email subscription service in order to receive Association emails.

2. Updating Email Addresses. An Owner is required to notify the Association when email addresses change. Such notice must be in writing and delivered to the Association's managing agent by fax, mail, or email. In the alternative, or in lieu of this in the Association's discretion, if available, an Owner must update his email address through the Association's website, list server, or other vehicle as directed by the Association. Any notice of email change provided to the Association's manager must be for the sole purpose of requesting an update to the Owner's email address. For example, merely sending an email from a new email address, or including an email address in a communication sent for any other purpose other than providing notice of a new email address, does not constitute a request to change or add the Owner's email in the records of the Association.

XVIII. VOTING

1. Form of Proxy or Ballot. The Board may dictate the form for all proxies, ballots, or other voting instruments or vehicles. No form other than the form put forth by the Board will be accepted.
2. Deadline for Return of Voting Paperwork. The Board may establish a deadline, which may be communicated on the proxy form, ballot, or otherwise communicateu to the membership, for return of ballots, proxies, or other votes.

XIX. UTILITIES

Per Declaration §21.5 and Bylaw §6, electricity is billed for each unit on the basis of submeter readings. The unit's prorata share of the electricity attributable to common area electricity is billed on the basis of a formula based on unit square footage. Gas is billed to each unit based on a formula based on square footage.

XX. LEASING.

Per Bylaw Section 2.7, the total number of leased units is capped at 10%. The bylaws allow the board to adopt rules to administer and enforce this provision. By resolution of the board dated September 17, 2013 it was approved that all homeowners who have complied with the Rules and Regulations of the association and submitted a copy of their lease agreement with their tenant to the management company by the deadline of September 30, 2013 will be allowed to continue to lease that unit until such time that the ownership of and deed for the unit is transferred for any reason including sale, death, bequest, gift or otherwise even though

the number of current leases may be more than the 10% cap. In other words such units will be considered grandfathered.

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Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK

Consolidated by/
After Recording Return to
Niemann & Heyer LLP
1122 Colorado Suite 313
Austin, Texas 78703

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law STATE OF TEXAS, COUNTY OF BEXAR
I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

JUL 05 2016



Gerard Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS