

**Gardens at Spicewood Condominiums
Homeowners Association Inc.**

Rules and Regulations

Article IV, 3. (b). of the bylaws of the Gardens at Spicewood Condominiums Homeowners' Association, Inc. gives the Board of Directors the authority to: "to establish, make and enforce compliance with such reasonable rules and regulations as may be necessary for the operation, use, and occupancy of the Project with the right to amend same from time to time. A copy of such rules and regulations shall be delivered or mailed to each Owner promptly upon the adoption thereof." In accordance with this provision the following rules and regulations are promulgated.

Noise. Unit owners and occupants shall refrain from playing radios, televisions, stereos, and other electrical or mechanical devices so loud that they may be heard outside of their unit. Doors and windows must be shut when playing televisions, stereos and similar sound equipment at sound levels objected to by any unit owner, tenant, or management representative. Yelling or loud talking outside is prohibited. Be considerate of your neighbors.

Nuisances and Safety. No noxious, illegal, or offensive activities shall be carried on in any Unit or any part of the complex, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to, or which may in any way interfere with, the quiet enjoyment of each of the Owners of his/her respective unit, or which shall in any way increase the rate of insurance for the complex, or cause any insurance policy to be canceled or cause a refusal to renew the same, or which will impair the structural integrity of any Building.

Use of Individual Units. No unit shall be occupied and used except for residential purposes by the Owners, their tenants, and social guests, and no trade or business shall be conducted therein.

Refuse Containers and Trash. All trash containers of any kind shall be concealed from view of the other Units and the Common drive areas of the complex. Except for the designated trash collection day (which is Saturday), all such containers and bulky trash items must be stored in Unit garages or courtyards. No violations will be issued during a grace period that begins at 8am on Friday before trash collection, and ends by 8am on Monday morning. Residents must call TDS 48 hours in advance for a bulky item pick up.

Radio or Television Antennas and Satellite Dishes. No alteration or modification of a central radio or television antenna system or cable television system, whichever is applicable, shall be permitted, and no Owner shall be permitted to construct, use, or operate his own external radio, television antenna, satellite dish or other electronic antenna without prior written consent of the Board. No Citizens Band transmitters or other transmission device shall be permitted in the complex without prior written consent of the Board.

Power Equipment and Car Maintenance. No power equipment, workshops, or car maintenance of any nature whatsoever shall be permitted in the complex except with prior written approval of the Board. In deciding whether to grant approval, the Board shall consider the effects of noise, air pollution, dirt and grease, fire hazard, interference with radio or television reception, and similar objections.

Vehicle Restrictions. No trailer, camper, mobile home, recreational vehicle, commercial vehicle, truck (other than standard size pickup truck), inoperable automobile, boat, or similar equipment shall be permitted to remain upon any area within the complex other than temporarily (for purposes of loading and unloading passengers or personal property), unless in an area specifically designated for such purposes by the Board. Commercial vehicles shall not include sedans or standard pickup trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Board. No noisy or polluting vehicles shall be operated in the complex. No off-road unlicensed motor vehicles shall be maintained or operated upon the Property, except as may be reasonably necessary to the execution of the rights and duties of the Associations.

Vehicle Repair. Except in an emergency when a vehicle is inoperable, no vehicle may be worked on outside of a garage or carport or in a garage that has the door open. Otherwise vehicles must be serviced or repaired off the property. Vehicles which have expired license plates, expired inspection stickers, flat tires, or which are obviously inoperable due to missing parts are prohibited and may be removed from the property at the Owner's expense.

Speed Limit. The speed limit within the complex is 5 MPH.

Driveways/Parking Lots. Driveways and parking lots are defined as all asphalt and concrete areas leading into and through the property and up to each garage door. The primary purpose of the driveways & parking lots is for the safe passage and parking of motorized vehicles, which includes the automobiles and golf carts of owners/residents, as well as service vehicles performing work on the property, and delivery vehicles of mail and packages. Use of the driveway and/or parking lots by owners and residents for bicycling, skateboarding, scootering, or similar activity shall not obstruct the passage or parking of motorized vehicles and any such owners or residents must move from the driveways and parking lots to the extent necessary to allow passage of motorized vehicles thereon. Owners and residents operating motorized vehicles on the driveways and parking lots must comply with the speed limit of 5 MPH.

Parking in Garages. Nothing may be stored in garages that prevent parking of an automobile inside the garage. Every owner or resident having one or two automobiles must use the garage for parking at least one of the vehicles. Every owner or resident having three automobiles must park two of the vehicles in the garage. Any owner or resident owning more than three automobiles must park two in the garage and all over three off premises. Golf carts are considered a vehicle/automobile for all intents and purpose of parking rules.

Parking outside Garages. No parking is allowed behind garages. Exceptions are delivery or service vehicles on a temporary basis. There are lined spaces in the special parking areas, convenient to all units, for our own additional cars and for those of guests. (The designated marked parking spaces are between units 12 and 13, between units 6 and 7, and adjacent to unit 1.) This regulation is strictly enforced in the interest of safety, aesthetic appeal, and the protection of grass and sprinkler heads.

Garage doors. Garage door shall always remain closed except when opened for vehicle entry or exit or for working in the garage. Any garage door found open and unattended at nightfall will be issued a violation. At all times, garages must have working garage doors. Owners shall be responsible for the maintenance of the mechanics of owner's garage door and automatic garage door openers, and any damage caused by use, vehicles or contents of the garage. Owners are responsible for the replacement of garage door, and matching paint color to trim if applicable and must have approval from the Board prior to installation. Maintenance of the garage door shall be at the expense of the Association (i.e. paint maintenance). The Association maintains the outside light fixture on the garages. All fixtures have a photo sensor and must be left on at all times for security.

Pest Control. Individual owners have responsibility for the pest control within their respective units, attics, walls, and courtyards. However, the Association shall have the right to enter and exterminate an owner's unit/courtyard, at the Owner's expense, if the Owner's failure to control pests inside his/her unit/courtyard is adversely affecting other units.

Storage. No property may be stored temporarily or permanently on sidewalks, parking lots, front porches, outside your garage or courtyard, or other Common Areas. Nothing may be stored in garages to prevent the parking of a vehicle in the parking space(s) inside the garage.

Firewood. Firewood must be stored in your courtyard. Storage of firewood on front porches is prohibited. Firewood must not be stacked against the fence or any exterior wall.

Barbeque Grills. Except for barbeque grills or chimineas, no exterior fires are permitted. Barbeque grills or chimineas may not be operated within ten (10) feet of any building.

No Alterations. Except with prior written approval of the Board, no owner or other person may make any alteration, modification, or improvement to the Common Elements, including all fences, trimming of trees or other vegetation. No additional lighting, awnings, patio covers, or other devices may be added to the Common Elements. No structure, equipment or object may be moved, added or removed to the Common Elements by any Owner or other person. No external surface may be marked upon, stained or painted without prior consent of the Board; this includes front porches.

Windows and Doors. No foil or other material objectionable in the reasonable judgment of the Board of Directors shall be placed in or next to any window, sliding glass door or around air conditioning units. Window AC units may only be placed in windows facing your own courtyard. Owners must repair condensation or broken glass in windows, and owners are responsible for leaks and damages due to broken window seals and parts. Owners are responsible for repair and replacement of all windows, window screens, storm/screen doors, patio doors, garage doors and front door serving the homeowner's unit without regard to whether the installation or equipment is located wholly or partially outside the designated boundaries of such homeowner's unit. Replacements must be approved by the Board (or Architectural Committee) prior to installation.

Courtyards. Owners have the sole responsibility for individual courtyard areas, including hot tubs, pests, decks, trees, trimming of trees to prevent damage to roofs or common areas etc. Bottom fence rails are not to be used as a soil retainer for planting, nor yours or your neighbor's exterior walls. Landscaping plans must have Board approval before beginning work. Owners must maintain the proper drainage of water in and through their courtyards. Soil line shall be maintained at least four inches below the foundation level of their neighbor's adjacent home and their own, as this prevents water intrusion and conditions conducive to wood destroying insects; owners that fail to do so will be liable for damages caused to their neighbor's home as well as their own.

Fixtures. No construction components are to be attached to privacy fences or exterior building walls, including patio covers, awnings, pergolas, additions or exterior flooring surfaces except with prior Board approval. No tree limbs are to be anchored to building walls.

Realty Signs. "For Sale" or "For Rent" or similar signs are not permitted to be displayed at any time in, on, or around any individual unit. Such signs may be posted only by the Project's "master sign" at the south end of the complex. Signs posted anywhere else on the complex grounds on or in an individual unit are subject to being removed by the Board of Directors or the Managing Agent.

Political/Other Signs. No signs, political or otherwise, may be displayed anywhere on Common Property grounds, with the exception of standard security company signs or Balcones Country Club Member signs. Political signs may be displayed in your window and on the front porches, but may not be attached to the exterior surface of your unit or fence. Political signs may be displayed only during the 90 days leading up to the election, and no longer than 10 day following the election.

Flags. Per US Congress and the Texas Legislature, homeowners have the right to display: 1) flag of the United States, 2) the current flag of the State of Texas, or 3) an official replica of any branch of the United States armed forces. These protected flags are the only flags permissible for display in the development. The dimensions may not exceed 2.5'x4', and no more than two flags may be displayed on any one house. Flags and their poles must be in good condition, silent and mounted on a 45 degree angle pole. Flag of US must be displayed in accordance with Sections 5-10 of Title 4 of the US Code. Flag of State of TX must be displayed in accordance with Chapter 3100 Government Code. The POW/MIA flag may be flown on these six days (Section 1082 of the 1998 Defense Authorization Act): Armed Forces Day- Third Saturday in May, Memorial Day- Last Monday in May, Flag Day- June 14, Independence Day- July 4, National POW/MIA Day- Third Friday in September, Veterans Day- November 11.

Individual Responsibilities. Each owner is responsible for the following:

- Any outside lights attached to the unit, except single garage light maintained by HOA
- Any additions or structures a homeowner may have built, attached or otherwise to his/her unit
- Outside black message box

- Any interior changes to unit, unless caused by outside damage from Common area

Animals or pets. No animals or birds of any kind may be kept and raised in any Unit or anywhere on the Project grounds for the purposes of breeding. However, domesticated household pets can be kept by Unit Owners (or tenant), subject to the following stipulations:

- Each Owner/tenant can keep no more than two pets
- Each Owner/tenant is fully responsible for controlling his/her pet to ensure that it is not a nuisance to other residents and guests.
- If an Owner/tenant allows his/her pet outside of his/her Unit or the fenced courtyard area adjacent to his/her unit, the Owner/resident must always accompany the pet and is responsible for the removal and proper disposal of any animal waste left by his/her pet in the Common areas of the Project.

Liability for pets. The Unit Owner and the pet owner are both jointly liable to all other Unit Owners and their respective families, guests, tenants, and invitees for injury and all damage caused by any animals brought or kept on the Project by a Unit Owner or members of his/her family, tenants, or guests- with or without permission of the Board. Unit Owners agree, for themselves, and their respective families, guests, tenants, and invitees, that neither the Board members nor the Association shall have any liability for the injury or damage caused by any animal brought or kept upon the Project, with or without permission of the Board, by a Unit Owner, or member of his/her family, tenants or guests.

Anti-theft Alarms. Owners and occupants who have vehicles with anti-theft systems shall not allow the alarms or horns to go off and disturb other persons in the Project for more than three minutes; and any vehicle violating the three-minute rule shall be deemed illegally parked and subject to immediate towing, without prior notice to the vehicle owner or operator, by the Association under the Texas towing statutes. The Association may, without liability to the owner operator or operator of the vehicle, cut or disconnect any power source to such alarm or horn to avoid having to tow the vehicle.

Criminal Activity. While on the condominium project, no person may violate any criminal laws, health codes, or other applicable laws. No tampering with water, lighting, sprinklers, or other Common Elements equipment is allowed.

Fines. The minimum fine for each violation shall be \$25.00. Fines may be assessed for each day of violation.

Enforcement. The Board of Directors may assess fines against an owner and or tenant for violations of these rules and regulations which have been committed by an owner, and occupant of the owner's unit, or the owner's or occupant's family, guests, employees, contractors, agents, tenants or invitees. Each day of a violation may be considered a separate violation if the violation continues after written notice to the owner. In the interest of consistency, we have outlined the process here that will be followed when a homeowner is in violation:

- Homeowner will receive a courtesy notification from Property Manager regarding the violation. This will be in conjunction with a courtesy warning letter which gives the homeowner a reasonable number of days to correct the violation or request a hearing with the Board to contest the violation.
- If time expires without remedy to the violation, a second letter will be mailed to the homeowner with a pending \$25 fine, which gives the homeowner a reasonable number of days to correct the violation or request a hearing with the Board to contest the violation before a fine will be assessed.
- Ongoing violations can result in ongoing fines, which will be notified by letter.

Late Charges. Monthly assessments are due on the FIRST day of each month. Dues received after the 15th day of the month will result in a fine of \$15.00 charged to your account. Any outstanding assessment balance (monthly or special) on the 15th of the month, will result in a late charge of \$15.00.

Priority of Payments. A payment received from an Owner, regardless of note in memo, shall be applied to the Owner's account in the following order of priority: (1) delinquent monthly assessment; (2) payment plan

for any assessment; (3) current monthly assessment; (4) any special assessment, (5) attorney's fees or third party collection costs incurred by the association related to the Owner's account; (6) fines or late fees assessed by the association.

Payment Plans. An Owner unable to cure a delinquency may establish an alternative payment schedule by which the Owner may make partial payments to the association for delinquent monthly or special assessments. Owner will not incur additional fines on original delinquency if Owner adheres to agreed alternative payment schedule. The plan will be no shorter than 3 months, and no longer than 18 months. A payment plan is not available to an Owner who has defaulted on a payment plan any time in the past two years, or has been engaged in any payment plan in the past 12 months.

Waiver of Fines and Late Charges. The Board of Directors may, at its sole discretion, waive the payment of any fine or fines if the Board finds mitigating circumstances.

Hot Checks. The charge for a returned check shall be \$25.00 plus bank charges incurred by the Association.

Remedies Against Tenants. The Board shall have authority to evict tenants of Owners, after reasonable notice, for substantial or repeated violations of Association rules. The Board shall have authority to enforce all rules against Owner's tenants, including collection of fines for violations of the declarations, bylaws, or rules and regulations by the tenants.

Article IV, 4. Of the bylaws of the Gardens at Spicewood Condominiums Homeowners' Association Inc. States: "No Waiver of Rights, The omission or failure of the Association or any Owner to enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations, or other provisions of the Declaration, the Bylaws, or the rules and regulations adopted pursuant thereto, shall not constitute or be deemed a waiver, modification, or release thereof, and the Board of Directors or the Managing Agent shall have the right to enforce the same thereafter."

These rules and regulations were adopted by the Board of Directors on December 4th, 2019.