

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AMENDMENT TO RULES AND REGULATIONS
OF
THE PARK AT QUAIL CREEK HOME OWNER'S ASSOCIATION, INC.**
(regarding foundations, cameras, and insurance)

Document reference. Reference is hereby made to that certain Declaration of Covenants, Conditions and Restrictions for The Park at Quail Creek, Section One, Phase One, filed at Vol. 4219, Page 1664, in the Deed Records of Travis County, Texas (together with all annexations, supplements, and amendments thereto, the "**Declaration**").

Reference is further made to those certain By-Laws of The Park at Quail Creek Home Owner's Association, Inc., filed at Vol. 4358, Pg. 867 in the Deed Records of Travis County, Texas, and that certain "Bylaw Amendment", attached as Exhibit "B" to that certain Notice of Filing of Dedicatory Instruments [Restrictions], filed as Document No. 2012028374 of the Official Public Records of Travis County, Texas (together with all amendments and supplemental documents thereto, the "**Bylaws**").

Reference is further made to those certain "Rules and Regulations, Park at Quail Creek", attached to that certain Notice of Filing of Dedicatory Instruments [Restrictions], filed as Document No. 201202837, and that certain Amendment to Rules and Regulations of The Park at Quail Creek Home Owner's Association, Inc., filed as Document No. 2014069445, and that certain Amendment To Rules and Regulations of The Park at Quail Creek Home Owner's Association, Inc., filed as Document No. 2016062886, all filed in the Official Public Records of Travis County, Texas (the "**Rules**").

WHEREAS the Declaration provides that owners of residential lots subject to the Declaration are automatically made members of The Park at Quail Creek Home Owner's Association, Inc. (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 and facilities thereon, and has previously adopted the Prior Rules; and

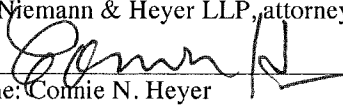
WHEREAS at an open Board of Directors Meeting held on October 24, 2017 the Board voted to ADOPT and AMEND the Rules as provided herein.

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

THE PARK AT QUAIL CREEK HOME OWNER'S ASSOCIATION, INC.

Acting by and through its Board of Directors

By: Niemann & Heyer LLP, attorneys and authorized agents


Name: Connie N. Heyer

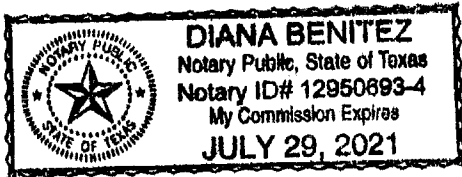
Exhibits "A": Rule Amendments

Acknowledgement

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This instrument was acknowledged before me on the 11th day of June, 2018, by Connie N. Heyer in the capacity stated above.



Diana Benitez
Notary Public, State of Texas

1. Policy #5a (“Foundations”) of the Rules is AMENDED and RESTATED to read in its entirety as follows:

“Policy # 5(a): Foundations

(i) Generally. Owners are responsible for the maintenance and repair of foundations; the Association does not have a duty to maintain or repair foundations (Declaration Article VIII; per this provision, the Association only maintains certain “exterior improvements”).

The intent of this Policy is to provide a framework under which Owners can undertake repairs to their joint foundations. The Association will not be involved in any part of the foundation repair process other than as outlined below. Owners are responsible for the foundations and the entire repair process, including determining the need for repairs and arranging and paying for their own contractors.

The units within the Park at Quail Creek, HOA, Inc., are townhomes, not condominiums. The difference being that in a townhome you own your ‘Lot’ and that includes the foundation. The association is not responsible for any maintenance on a Lot unless the deed restrictions expressly make the association responsible for such maintenance, as the residential Lots are owned by individual owners.

(ii) Joint Owner Responsibility. Lot Owners whose dwellings share a common foundation shall jointly be responsible for the cost of all foundation repairs necessary for any of the dwellings/Lots sharing the foundation. Each Owner shall have the right of contribution from each Owner whose Lot shares the foundation, with all Owners having the responsibility to share equally in the cost. A finding by a licensed engineer or other professional that the foundation is in need of repair is a precondition to enforcement of such right of contribution.

In the event an owner is unable to or refuses to pay his share of the cost of foundation repair, the Association may, *but has no obligation to*, pay the costs on behalf of such owner and assess all costs to the owner’s account.

(iii) Procedure. One or more Owners shall obtain a written report from a licensed engineer or other professional regarding the foundation repair needed, and distribute the report to all other Owners sharing the foundation. The Owners sharing the foundation shall then work together in good faith to obtain bids and award the repair contract. No contract shall be awarded absent the written approval of at least two of the four Owners sharing the foundation. In the event one or more Owners fails to comply with the provisions outlined herein, any Owner sharing a common foundation may take legal action against the non-complying Owner(s) to compel compliance, and the prevailing Owner(s) shall be awarded his/their attorneys fees and costs of enforcement against the nonprevailing Owner(s).

(iv) Owner/Association Liability. Each Owner is liable for the costs of all repair to his Lot (including sheetrock repair, painting, tile, flooring, and all other repairs) necessitated by the foundation repair, with the exception of the repair of exterior building surfaces and other items for which the Association is expressly made responsible under Article VIII Section 1 of the Declaration. In the wake of any foundation repair, if such repair causes additional repairs to be necessary, the Association shall be responsible for repairing the items for which it has maintenance responsibility (exterior building surfaces noted in Declaration Article VIII) and the Owner will be responsible for repairing items for which the owner has maintenance responsibility (for example, repair of sheetrock). With respect to the maintenance obligations of the Association, the Association may follow the advice of a licensed engineer or other professional in determining the timing for such repairs (for example, if the Association is advised to wait for exterior repairs to ensure that any likely post-remediation settling has occurred, it may follow its professional’s advice in waiting to perform such repairs.)”

(v) As further described below, each Owner is liable for the costs of all repair to his Lot (including sheetrock repair, painting, tile, flooring, and all other repairs) necessitated by any patio repair or any repair by the Association of an item for which the Association is responsible for maintenance. In the wake of any repair by the Association, if such repair causes additional repairs to be necessary, the Association shall be responsible for repairing the items for which it has maintenance responsibility (for example exterior building surfaces noted in Declaration Article VIII) and the Owner will be responsible for repairing items for which the owner has maintenance responsibility (for example, repair of sheetrock or foundations that may be necessitated by a patio repair). Note: the association is not responsible for patios that have been enclosed or otherwise altered -- see rule #25.

2. Policy #27 (“Insurance”) is amended by ADDING the following sentence to the end of the subsection labeled “Insurance – Fire and Extended Coverage”:

“If the cost to repair damage to a Lot or any improvements thereon is less than the amount of the applicable insurance deductible under the Association’s policy, the party who would be responsible for the repair in the absence of insurance shall pay the cost for the repair.”

3. Policy #42 (“Cameras”) is ADDED to the Rules to read in its entirety as follows:

“Policy #42: Cameras.

Preface: The cameras mounted in any common area are not “security cameras” and should not be relied upon as such. They are *not* monitored and may not be functional. Said cameras are used as a deterrent for crime and if possible to retrieve data within a short window of time after an incident that necessitates filing a police report; the data wipes clear periodically.

- (i) In order to have data retrieved, a police report must be filed with APD and the police report number must be given to the community manager.
- (ii) After receipt of the information contained in subsection (i), the manager will download up to four hours of data from the server and provide to the requesting owner so that they may view the data themselves.”

After recording, please return to:

Niemann & Heyer, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

File Server:CLIENTS:Park@QuailCreek:RuleAmendFoundationCamerasATTYSIGN8-17.doc



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

June 11 2018 04:07 PM

FEE: \$ 42.00 2018090644