

PROPERTY OWNERS ASSOCIATION MANAGEMENT CERTIFICATE

1. NAME OF SUBDIVISION: THE PARK AT QUAIL CREEK CONDOS.
2. NAME OF ASSOCIATION: THE PARK AT QUAIL CREEK HOME OWNER'S ASSOCIATION, INC.
3. RECORDING DATA FOR SUBDIVISION: Volume 4219, Page 1664, Plat Records, TRAVIS County, Texas
4. RECORDING DATA FOR ASSOCIATION DECLARATION:

NAME OF INSTRUMENT: DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE PARK AT QUAIL CREEK, SECTION 1, PHASE 1

RECORDING INFORMATION: On or about December 3, 1971, Volume 4219, Page 1664, Real Property Records of TRAVIS County, Texas, together with any other filings of records (if any).

5. MAILING ADDRESS OF THE ASSOCIATION, OR NAME AND MAILING ADDRESS OF THE PERSON OR ENTITY MANAGING THE ASSOCIATION:

Alliance Association Management  
115 Wild Basin Rd, Ste 308  
Austin, Texas 78746

Phone: (512) 328-6100

6. OTHER INFORMATION THE ASSOCIATION CONSIDERS APPROPRIATE:

Prospective purchasers are advised to independently examine the Declaration, By-Laws, and all other governing documents of Association, together with obtaining an official Resale Certificate and performing a comprehensive physical inspection of the lot/home and common areas, prior to purchase.

SIGNED this 23 day of October, 2013.

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



TRV  
1 PG

2013221525

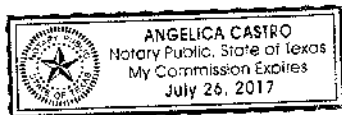
By:

Rody Timmons  
Duly Authorized Agent

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on October 23, 2013, by Rody Timmons, duly authorized agent for THE PARK AT QUAIL CREEK HOME OWNER'S ASSOCIATION, INC., on behalf of said association.



Angelica Castro  
Notary Public, State of Texas

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

AFTER RECORDING RETURN TO:  
Alliance Association Management  
115 Wild Basin Rd, Ste 308  
Austin, Texas 78746

Dec 18, 2013 08:40 AM

2013221525

GONZALES: \$25.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

STATE OF TEXAS  
COUNTY OF TRAVIS

OCT 15 REC'D

NOTICE TO PROSPECTIVE PURCHASERS OF PARK AT QUAIL CREEK UNITS REGARDING RULES,  
BY-LAWS, DECLARATION,  
RESALE CERTIFICATES AND MANAGEMENT

All prospective purchasers of units at Park at Quail Creek Homeowners Association, Inc, according to the Declaration of Covenants, Condition, and Restrictions filed of record in Volume 4219 ~~Page 1664~~, Official Records of Travis County, Texas, are notified by the Park at Quail Creek Homeowners Association, Inc as follows

- 1 Before finalizing the purchase of any unit at Park at Quail Creek Homeowners Association, Inc, please be aware that you are, as a matter of law, on notice of all the contents of the above declaration and the association's by-laws and rules. Such documents are binding upon all lot owners.
- 2 The rules (Covenants & Restrictions) contain limitations regarding the use of the lot and the common area by owners, tenants, and their family and guests.
- 3 It is recommended that you obtain copies of all the foregoing instruments and read them prior to making a final commitment to purchase a unit at Park at Quail Creek Homeowners Association, Inc, referred to above.
- 4 At the time of purchase, a unit may be subject to a lien for assessments and other sums previously unpaid by the prior owner(s), including attorney's fees, interest, and other charges. You are advised to obtain a "resale certificate" from the association management which will verify whether there are any unpaid amounts.
- 5 The Association has authorized the managing agent to charge a transfer fee of \$100.00 for the sale of any unit payable by the buyer at closing. All closing officers are asked to contact the managing agent to obtain further material to be presented to buyer at closing.
- 6 Until changed by notice recorded in the Official Records of Travis County, Texas, the address and telephone number of the managing agent for the association for purposes of obtaining resale certificates, copies of documents, and information about delinquent sums owed to the association by lot owners selling their lots, are as follows:

Alliance Association Management  
3355 Bee Caves Road, Suite 510  
Austin, Texas 78746  
(512) 328-6100 - Telephone  
(512) 328-6178 - Fax

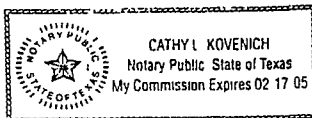
Dated this 11 day of September, 2001

Park at Quail Creek Homeowners Association, Inc.

By [Signature]  
Print Name Ginny Krueger  
Title Managing Agent

STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on September 11, 2001, by Ginny Krueger, as Managing Agent of Park at Quail Creek Homeowners Association, Inc., a nonprofit corporation incorporated under the laws of the State of Texas, on behalf of said corporation.



Cathy L. Kovenich  
Notary Public for the State of Texas  
Printed Name of Notary CATHY L KOVENICH  
My Commission Expires 2/17/05

After recording, return to  
Alliance Association Management  
3355 Bee Caves Road, Suite 510  
Austin, Texas 78746

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

[Signature]  
10-02-2001 10 50 AM 2001165905  
ZAVALAR \$9.00  
DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY TEXAS

STATE OF TEXAS §

COUNTY OF TRAVIS §



TRV

57 PGS

2012028374

**NOTICE OF FILING OF DEDICATORY INSTRUMENTS [RESTRICTIONS]**

**\*AMENDED AND RESTATED RULES AND REGULATIONS  
AND  
\*RECORDATION OF ARTICLES OF INCORPORATION  
AND  
\*BYLAW AMENDMENT**

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

**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 (togetehr with the amendment attached as **EXHIBIT B** hereto, the "**Bylaws**").

Reference is further made to those certain Rules and Regulations, Park at Quail Creek, filed as Document No. 2007143712 in the Official Public Records of Travis County, Texas, and the Amendment to Rules filed as Document no. 2011120345 of the Official Public Records of Travis County, Texas (as amended and restated herein, the "**Rules**").

Reference is further made to the "Articles of Incorporation of The Park at Quail Creek Home Owner's Association, Inc.," attached hereto as **EXHIBIT "A"** (the "**Articles**").

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**");

The Association, acting through its board of directors (the "**Board**"), is authorized to adopt and amend rules and has previously adopted the Rules; and

The Board has voted to **AMEND AND RESTATE THE RULES** (to supersede and replace and previously-existing Rules) as provided herein.

The Board is authorized under state law to adopt and amend Bylaws, and the board hereby adopts the following **BYLAW AMENDMENT**.

AGREED TO and ADOPTED the 8th day of February, 2012.

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

Acting by and through its Board of Directors

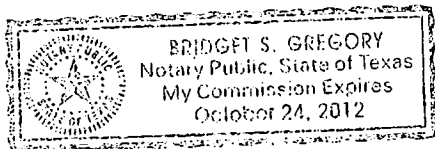
H.C. Wallace  
NAME: H.C. WALLACE  
TITLE: President

**Acknowledgement**

STATE OF TEXAS §

COUNTY OF Travis §

This instrument was acknowledged before me on the 8th day of February, 2012, by H.C. Wallace in the capacity stated above.



Bridget Gregory  
Notary Public, State of Texas

<b>Table of Contents – Amended and Restated Rules</b>
---

Policy #1 General	Policy #23 Noise and Nuisances
Policy #2 Enforcement	Policy #24 Mailboxes
Policy #3 Assessment and Collections	Policy #25 Common Area Modifications and Repair
Policy #4 Vehicle Operation, Parking and Related Matters	Policy #26 Leasing of Town Homes and Resale Information
Policy #5 Townhouse Maintenance	Policy #27 Insurance
Policy #5(a) Foundations	Policy #28 Home Operated Businesses
Policy #6 A/C Condensers, Platforms and Pads	Policy #29 Monthly Board Meetings and Annual Homeowners' Meetings
Policy #7 Gutter/Downspout Installation and Maintenance	Policy #30 Non-liability and Release of the Association Directors
Policy #8 Safety and Security	Policy #31 Dog Park
Policy #9 Landscaping Control	Policy #32 Flags
Policy #10 Termites and other Pest Control	Policy #33 Solar Energy Devices
Policy #11 Garage and Estate Sales	Policy #34 Rain Barrels, Rainwater Harvesting Devices, and Composting
Policy #12 Swimming Pool and Pool Area	Policy #35 Religious Displays
Policy #13 Signage	Policy #36 Record Production
Policy #14 Utilities and Leaks	Policy #37 Record Retention
Policy #15 Roof Vents and Roofs	Policy #38 Payment Plans
Policy #16 Pets and Animal Control	Policy #39 Voting
Policy #17 Supervision of Minors	Policy #40 Email addresses
Policy #18 Window Coverings	
Policy #19 Trash	
Policy #20 Tennis Courts	
Policy #21 Items Outside of Town Home	
Policy #22 Satellite Dishes, Cable TV and/or Antennas	

## **Policy # 1: General Provisions**

### **Governing Documents:**

- In addition to these policies The Park at Quail Creek has four (4) instruments of record which serve as governing directives, establish rights and responsibilities, and delineate how accountability will be exacted in respect to homeowners, residents and visitors to the Park. These documents are on file at the Travis County Courthouse as follows:

#### **Articles of Incorporation**

Established December 3, 1971, and filed and recorded at the Travis County Courthouse, Austin, Texas, June 5, 1972.

#### **Declaration of Covenants, Conditions, and Restrictions**

Established December 3, 1971 and filed and recorded at the Travis County Courthouse, Austin, Texas, December 3, 1971.

#### **By-Laws of The Park at Quail Creek Homeowners Association, Inc.**

Established December 3, 1971 and filed and recorded at the Travis County Courthouse, Austin, Texas, December 3, 1971.

#### **Annexation of The Park at Quail Creek, Section Two and Declaration of Covenants, Conditions, and Restrictions for the Park at Quail Creek, Section Two**

Established August 18, 1972, and filed and recorded at the Travis County Courthouse, Austin, Texas, August 18, 1972.

- In addition to being filed and recorded with the Travis County, these instruments are on file at the on-site office, 9602 Park Village Drive, Austin, TX 78758. Any changes or additions to these documents require approval through the homeowner voting process and will be filed and recorded with the County and also maintained in the on-site office. These instruments authorize the Homeowners Association (HOA) Board to promulgate rules and regulations (hereafter referred to as policies and procedures) to assist in carrying out the purpose of these governing documents and to help maximize enjoyment, maintain values, and assure the continued aesthetic beauty of The Park.
- All governing documents including these "Policies and Procedures" are contractual in respect to owners and lenders in accordance with that person/organizations vested interest.

## **Policy # 2: Enforcement and Fines**

- Owner accountable for enforcement costs. Any owner who is in violation of the HOA governing documents (Declaration, Policies & Procedures, etc.) will be held accountable for damages, fees, fines and related enforcement costs, including legal costs.
- Owners responsible for tenants/residents. All owners are responsible for the action/conduct of their family, guests, agents, occupants, or tenants.
- Damage assessments. The Board may assess charges for damages against an owner for any losses to the Association for property damage or destruction of property within the Common Area or any area maintained by the Association, by the owner or owner's family, guests, agents, contractors, occupants, or tenants.
- Common area use right suspension. The Board may after notice in accordance with state law suspend the right of an owner or resident to use the recreational facilities during any period in which the member (or resident) is delinquent in payments due to the association, and may suspend use rights for up to 60 days for any infraction of the rules (policies) or other governing document (see also Bylaws Section 7.01(B)).
- Violation notices. The managing agent shall have the authority to send a notice requesting remedy of alleged violations. Notices may warn or impose fines, fee assessments, and/or other enforcement action. Violation letters are typically sent as follows: The first letter is a friendly letter, the second letter warns of a fine because the violation was has not been cured to date and the third letter notifies the owner that the violation still has not been rectified and charges \$25.00 per occurrence; each letter following goes up to \$50, then \$75 and so on up to \$200.00 per occurrence. Said letters will be sent consecutively as needed. Each day of a violation may be considered a separate violation.
- Violation process. The manager and board may depart from the typical violation letters and fine schedule, including offering no or fewer, or more, warnings prior to fines or other enforcement action, and varying the fines, provided that at minimum any notice requirements of state law are met.
- Safety issues. Issues that constitute a danger to health and safety will be handled on a case-by-case basis and the Association may take action to remedy a potential hazard and charge the owners account accordingly.
- Hearing request. An owner may request a hearing in response to violation notices in accordance with state law.
- Opportunity to cure. If the owner has been given notice and a reasonable opportunity to cure a similar violation within the proceeding six- (6) months, the HOA does not have to provide another cure period.
- Fines. The range of fines per day/per each occurrence is \$25.00 to \$200.00.
- **NOTE:** No provision in this policy shall be deemed to be in conflict with or applicable to any provision of Policy # 4: Vehicle Operation, Parking and Related Matters.
- **ACC REQUESTS:** Approved requests by the Architectural Control Committee are valid only for six (6) months from the date of approval. After the expiration date occurs, a

new ACC request will have to be submitted and approved. The cost to remove any modification that was not previously approved by the Architectural Control Committee (e.g. front doors, windows, landscaping, etc.) shall be borne by the homeowner.

Association's right to cure violations. The board may (in addition to all other available remedies), after at least 24 hour notice to the violating owner, take action to cure violations of the governing documents and may assess all associated costs, including a reasonable overhead charge, to the owner's account. Violations which most typically trigger such curative action by the association include:

Policy # 25: No ACC permission to modify a fence, patio cover, porch modification and any other modifications to the exterior.

Policy # 16: Failure to get Board permission to have a dog over 40 lbs or two or more dogs.

Policy # 22: Penetration of any roof.

**Policy # 3:**            **Assessments and Collections**

- All accounting matters should be handled directly through Alliance Association Management Company at 512-328-6100. Their address is: 115 Wild Basin Rd., Ste. 308, Austin, Texas 78746 (this information may be subject to change).
- Payments maybe made online by credit card at: [www.allianceonline.net](http://www.allianceonline.net)
- Automatic debit from your bank account is available. Please note that to being this process your account must be current. Please contact the on-site manager to start this process if you are interested.
- Homeowner's whose assessments are delinquent will automatically lose the right the right to vote, and will lose the right to use the recreational facilities after notice in accordance with State Law.

**1) Assessment Due Date; Fees if Delinquent; Application of Payments:**

- a) The monthly assessment for each unit shall be due and payable in full on the first (1<sup>st</sup>) day of each month. Any assessment not paid in full by the due is delinquent.
- b) Any assessment not paid in full by the due date is delinquent. Payments received after the seventeenth (17<sup>th</sup>) of the months shall be assessed a late fee of \$10.00 and a collection fee of \$15.00.
- c) The Association may credit any payment received from a homeowner first to non-assessment charges (e.g., late fees, costs, legal fees, etc.) before crediting against assessment due, at its sole and absolute discretion.

**2) Returned Checks:**

- a) Owners whose checks are returned for any reason, including but not limited to insufficient funds, will be charged a \$25.00 processing fee in addition to applicable late fees and collection fees.

**3) Collection Procedures on Delinquent Accounts:**

- a) The property management company will process collection procedures on delinquent accounts up to 60-days and any account remaining delinquent after 60-days will go to the Park's attorney for collections which may include foreclosure. The delinquent unit owners account will be assessed all attorneys fees applicable and this non-negotiable.

**4) Payment Plans:**

- a) A homeowner who is delinquent in the payment of their monthly assessment two (2) or more months may petition the Board for a payment plan or the attorney of record if the account has been turned over to one for collections. The decision to grant or deny a

payment plan, and the conditions for any such plan, shall be at the sole discretion of the Association.

- b) Any such payment plan shall be in the form a written and signed agreement between the homeowner and the Association (acting through the Board or its attorney). In addition to such other conditions as the Association deems appropriate, the plan shall require that the homeowner not only payoff the past due amounts but also pay in a timely manner all additional assessments and charges levied during the term of the plan.
- c) Delinquent account's that have been sent to the attorneys' office for collection are not allowed to make payments at the on-site office or the management companies offices.

#### **Policy # 4: Vehicle Operation, Parking and Related Matters**

Vehicles include but are not limited to automobiles, trucks, motorcycles, bicycles, golf carts and recreational vehicles.

- **Vehicle Repair and Maintenance:**

- a) Repairs to a vehicle and maintenance must be minor and must be completed in one (1) day when done within the resident's assigned parking space. Vehicles that have expired license plates, expired inspection stickers, and/or fictitiously displayed registration and/or inspection stickers (i.e. displayed on a vehicle to which that registration and/or inspection sticker is not assigned) may be towed at the vehicle owners' expense.
- b) Flat tires or vehicles which are inoperable are prohibited and may be removed from the property at the expense of the owner. A management representative will have the vehicle removed from the property after a 3-day notice left on the vehicle.
- c) The only maintenance that may be performed outside the assigned parking space is minor emergency maintenance such as changing a battery, changing the tire or jump starting a vehicle. In the interest of safety, no vehicle may be left unattended while on jacks or blocks, either outside of a garage or inside of a garage while the garage door is open. Unattended means that the owner/operator is not within ten (10) feet of the vehicle or cannot personally observe persons approaching the vehicle.

- **Parking:**

- a) Residents shall park their vehicles in their garages or in their assigned parking space in the common area. For any other vehicle(s) that do not have a place in the garage or an assigned parking space then those vehicles must park along the curb on the main drive (as long as they are not blocking a fire zone). Guest/visitor (unmarked spaces) shall not be used for parking by residents. Guests/visitors shall not utilize a guest/visitor parking space for more than four (4) consecutive 24- hour periods.
- b) Parking of motorcycles, or bicycles in the grass, flowerbeds or a sidewalk is prohibited.

- c) No vehicles may be parked or unattended in such a manner as to block the passage of other vehicles on the streets, or assigned parking spaces. This is prohibited and your vehicle may be towed at your expense without prior notification.
  - d) Double/tandem parking of vehicles is prohibited. Any two vehicles regardless of type parked in occupying one (1) parking space is considered double/tandem parking.
  - e) Any vehicle(s) entirely or partially parked or standing in a fire zone is subject to towing at the vehicles owners expense without prior notification according to the Travis County/City of Austin Fire Marshall.
  - f) No vehicle over 18.5 feet long may be stored or operated in the Park except for delivery vehicles, moving trucks, etc. on a temporary basis (no more than 2 days) with Board approval.
  - g) Parking in front of the Recreation Center is for facility use only (i.e., use of the pool, going into the office or for those renting out the Recreation Center).
- **Recreational Vehicles/Trailers, Etc.:** If a recreational vehicle will not fit in your garage with the overhead door closed, it shall be parked in the area designated for recreational vehicle/trailer parking/storage. These areas are located at each end of both East and West Park Village Drive. Recreational vehicles including but not limited to campers, motor homes, RV's, boats, **personal water craft (i.e. Sea- Doo, Jet-Ski etc.)** and trailers must be registered with the office and obtain a permit in order to park in the designated area. Proof of residence within the Park (e.g. utility bill) and proof of ownership of the recreational vehicle must be provided to the on-site office in order to obtain said permit. Spaces at these locations will be assigned on a first-come, first served basis. If no spaces are available and it will not fit in the garage with the door closed, it cannot be stored on property. A waiting list for the designated recreational vehicle parking spaces is maintained by the on-site office manager at the HOA office. **If said recreational vehicle is absent from its assigned space more than 30 days, and without written notification to the on-site office, the space shall be deemed vacant and the next person on the waiting list shall be assigned the space.** Parking of campers, motor homes and travel trailers by guests of a resident shall be limited to a maximum of three (3) consecutive days. A temporary permit must be obtained from the on-site manager at least two business days prior to the visit.
  - **Handicapped Parking:** Resident's with a handicapped card or license plate issued by TDT may request their assigned parking space be marked for such parking.
  - **Anti-Theft Alarms:** Residents with anti-theft alarms on their vehicle(s) shall not allow the alarm to sound and disturb other residents in the property for more than three (3) minutes. Any vehicle violating the three (3) minute policy shall be deemed to be illegally parked and subject to immediate towing without prior notification.

- **Towing Vehicles:** Vehicles parked in violation of these Policies may be removed and stored without permission of the vehicles owner or operator. Vehicles that are towed and stored will be done at the vehicle owner's expense. Notice and removal shall be in accordance with the Texas Transportation Code of the state statutes. *Towing company's number is posted on property and in the Park's newsletter.*
- **Speed Limit:** The speed limit is 10 MPH; this is posted throughout the property as well.
- **Vehicles for Sale:** Vehicles for sale must be parked in the resident's assigned parking space. Signage can be used for 60 consecutive day's maximum per vehicle per year. Mo more than 2 vehicles may be sold from one unit per year.
- **Automotive Fluids:**  
Automotive fluids in a unit's assigned parking space (i.e. oil, radiator fluid, etc.) are the immediate responsibility of the resident to the unit to clean up.

## **Policy # 5: Townhouse Maintenance**

- The cost of maintenance borne by the Association will be set by a majority vote of the Association's Board of Directors and is dependant upon the Association's maintenance reserve funds. The balance of the actual cost and the cost borne by the Association will be charged to the owner's account. If any repair is required as a result of the abuse or willful act of the Owner, Owner's tenants or guests, then the Owner will be assessed the full cost of any repair.
- **The current cost borne by the ASSOCIATION for maintenance is as follows:**

An ACC request must be submitted and written approval must be obtained BEFORE any of the following work begins. Work not done by the HOA must be inspected by ACC upon completion. If an ACC request is not submitted and approved prior to the replacement of front doors, garage doors, patio fences and or gates, the HOA WILL NOT share with any cost.

- Roofs: Actual Cost
- Exterior Repairs & Painting: Actual Cost
- Front Door: Half the cost of the door itself. The HOA's share not to exceed \$100.00. Design and construction must meet current ACC guidelines.
- Garage Doors: Half the cost (obtain bid from office). Any garage that has been converted into a room must still have a working garage door regardless of interior limitations.
- Patio Fences: Half of the total cost. Fences with a divider section between neighbors will be divided into thirds (obtain a bid from the office).

- **The current cost borne by the OWNER for maintenance is as follows:**

**An ACC request must be submitted and approved BEFORE any work begins.**  
**Work not done by the HOA must be inspected by ACC upon completion.**

- Patio Covers: 100%; Any damage caused to the siding of the town home because of attachment of a patio cover will be borne 100% by the homeowner.
- Other Entry Doors and storm doors: 100%: *Should an owner choose to install or replace any entry door all-additional labor costs including painting shall be the responsibility of the owner. This includes any type of screen/storm doors and/or French doors.*
- Windows (including frames and glass): 100% (broken glass must be replaced within 7 days of breakage). *See policy # 18 for more detail.*
- Screens: 100% - *See policy # 18 for more detail.*

- *Should a homeowner choose to hire a contractor that differs from the association's contractor's for exterior repairs (e.g., patio cover, patio fence, etc.), said contractor must provide current proof of General Liability, Automotive Liability and Worker's Compensation Insurance to the homeowner. The homeowner must provide a copy of those Certificates of Liability Insurance to the association prior to the commencement of any work.*
- **The following applies to all of the above and any other exterior modifications:**

***All replaced items must either match or be made of a material that can be painted to match the Park's color scheme.*** Storm doors, windows and other entry doors, either new or existing shall be brown, bronze or tan in color or made of a material that can be painted to match the Park's color scheme. Painting of newly installed items shall be completed within 60 days of the finished installation and is the responsibility of the owner.

**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.
- (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 other Owner whose Lot shares the foundation, with all Owners having the responsibility to share equally in the cost. A finding by a licensed engineer that the foundation is in need of repair is a precondition to enforcement of such right of contribution.
- (iii) Procedure. One or more Owners shall obtain a written report from a licensed engineer 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).
- (v) 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, the Association shall be responsible for repairing the items for which it has maintenance responsibility (exterior building surfaces noted in Declaration Article VIII). However, the Association may follow the advice of a licensed engineer in determining the timing for such repairs (for example, if the Association is advised to wait to ensure that any likely post-remediation settling has occurred, it may follow its engineer's advice in waiting to perform such repairs.)

**Policy # 6: A/C Condensers, Platforms and Pads**

- ***As of October 1, 2005, Window unit air conditioners and/or combination window unit air conditioners and heating units may not be installed. Existing units may not be replaced.***
- A concrete pad or wooden platform used to support the homeowner's a/c condenser(s) is the responsibility of the homeowner.
- Any homeowner needing work on their air conditioner platform (located on the second floor of the exterior wall of the town home) due to deterioration of the platform and/or the exterior wall shall have two options for making repairs:
- **Relocation:**
  - A homeowner's contractor will purchase concrete pads for the a/c condenser(s) and metal posts for protection from vehicles if the pads are placed along side of a private drive. The homeowner will be responsible for relocating the units at their expense and having the lines routed appropriately so it is not unsightly. The Association will remove the existing platform from the exterior of the building and repair the wall at the Association's expense.
- **Maintain Existing Location:**
  - The homeowner will hire a contractor to repair or replace the existing platform at their cost. The H.O.A. will repair any damage to the exterior wall at their cost. The homeowner will be liable for any damages to the exterior of the building while the platform work is being performed. Contractor must supply copy of insurance and work must be approved by ACC. Any homeowner choosing this option could be liable for 100% of repair costs for any future damage to the exterior of the building caused by (in the opinion of ACC) said platform.

**Notation:**

- If a patio cover has to be removed before repairs to the a/c platform can be made, the cost will be borne 100% by the homeowner.

**Policy # 7: Gutter / Downspout Installation and Maintenance**

- Any homeowner wanting gutters/downspouts installed must fill out an ACC request form and get approval from the ACC. Drainage requirements must be met and approved by ACC as well or gutters/downspouts cannot be installed. All costs associated with installation and materials of gutters/downspouts shall be borne by the homeowner.
- A homeowner may request that their gutters/downspouts be cleaned by contacting the on-site manager. The on-site maintenance man will do the work as time permits. Maintenance is not responsible to clean up any debris that may fall as a result of cleaning the gutters/downspouts.
- **Note:** Gutters/downspouts must be painted to match the Park's color scheme and made of a material that can be painted. Newly installed items must be painted within 60 days of the finished installation and is the responsibility of the owner (the HOA will provide the paint).

**Policy # 8: Safety and Security**

- **Neither the Association nor the Association's management company provides or warrants security. Each occupant is responsible for the security of himself and his family and guests.**
- Occupants are requested to report Common Area lighting problems or hazardous conditions immediately to the Association's management company representative. The Association cannot and does not check exterior lighting on a daily basis. The Association generally must rely on town home owners and residents to notify the Association's managing agent when lights are burned out or insufficient in some manner.
- A homeowner may request the HOA to provide additional lighting around the town house (e.g., flood lights affixed to exterior walls). The purchase, installation and maintenance of said equipment will be the responsibility of the HOA as the budget allows. The electricity cost will be paid by the homeowner/resident
- While on town home property, no person may violate any criminal laws, health codes, or applicable laws. No tampering with water, lighting, sprinklers, pool equipment, or other common area equipment is allowed.
- In the event of an ice storm, each owner and/ tenants and guests who walk on common area property do so at their own risk and judgment; the association is not liable should someone slip and fall.

**Policy # 9:           Landscaping Control**

- Plant growth on the exterior of a building and exterior side of a fence is not permitted.
- If a homeowner wishes to grow plants on a trellis that will prohibit growth on the exterior of a building or fence, approval must be obtained from the ACC.
- Damage to a patio fence or exterior wall resulting from plant growth within the patio shall be the responsibility of the town home owner.
- Trees and shrubs planted inside a town home patio are the responsibility of the owner. A town home owner will be notified, in writing, when in the opinion of the ACC, a tree or shrub needs to be trimmed in order to prevent damage to a fence, exterior wall or roof.

**Policy # 10: Termites and Other Pest Control**

- **Exterior Termites:**  
The HOA will be responsible for the cost of inspection and treatment of termites found on the exterior of any town home. For the purposes of this policy, the definition of exterior will be extended to include all patio areas. Any damage found to the exterior will be repaired at the sole cost of the Association. The cost of any work on the town homes interior made necessary as a result of termite damage to the exterior will be the responsibility of the individual homeowner.
- **Interior Termites:**  
The individual homeowner will be responsible for the inspection and treatment of termites found on the interior of any town home. Any damage found to the interior will be repaired at the sole cost of the homeowner.
- **Other Household Pests:**  
The exterior of town homes and Common Area will be treated by the HOA for destructive or troublesome insects, small animals, etc., as needed. The individual homeowner will be responsible for the inspection and treatment of any such pests found in the interior of any town home. If, after proper inspection, it is established that entrance to said town home by said pests was the result of negligence on the part of the HOA, then the HOA will reimburse the homeowner a percentage of the amount spent, but not more than one half the cost. Amount to be decided by the Board of Directors after each instance.
- **Annual/Quarterly Treatment:**

Owner(s) who fails to permit regularly (annual/quarterly) scheduled treatment by management will be held 100% responsible for any damages caused by said failure both to their town home as well as the adjoining town home(s).

## **Policy # 11: Garage and Estate Sales**

### **Community Garage Sales**

- The Association, on behalf of all members, shall sponsor one (1) community garage sale per year. Unless otherwise changed by the Board, dates for the sales will either be the first weekend in November, unless the dates fall on a religious holiday or it is canceled because of rain. In such case the garage sale will be held the following weekend.

### **Individual Garage Sales**

- Any unit owner or resident may have one individual garage sale per year within the space of their garage on the first Saturday of any month. On-site manager must be notified in writing (email/fax is acceptable) two weeks prior to the sale date.
- One directional sign may be displayed the day of the sale only. All signage and trash and debris must be removed by the resident the same day of the sale.
- The Association will not be responsible for any individual residents' advertisement.

### **Estate Sales**

- In the event of a homeowner's or resident's death, serious injury or extenuating circumstances, an estate sale may **ONLY** take place with Board approval and shall last for one weekend only.
- The Board must receive the request a minimum of 14 days prior to the intended date of the estate sale.
- The sale must be advertised as an estate sale.
- Violation of said policy is subject to fines- see policy # 2 "Enforcement".

**Policy # 12:**        **Swimming Pool and Pool Area**

- Parents and persons caring for children shall take extra care to make sure that their small children do not enter the pool area without an adult (18 years or older) who can swim. The pool and pool area are closed each year from November 1<sup>st</sup> until Spring Break as described by the AISD school calendar each year.
- No lifeguard is on duty at any time; persons swim at their own risk at all times.
- The swimming pool is for the restricted use of the Park residents and their guest(s). The pool is only accessible by key. The pool key deposit is \$15.00 per key. Please make arrangements in advance to obtain a pool key (at least 72-business hours notice). No trespassing.
- Children 12 years old and under must have adult supervision (18 years & older) at all times by someone who can swim.
- After 8:30 pm the pool is reserved for the exclusive use of persons 18 years and older (for lap swimming, water aerobic activity, etc.)
- No food or glass containers are permitted in the pool or pool area.
- *No cigarettes are allowed in the pool and must be properly disposed of in the cigarette urn mounted on the pool fence.*
- *No dry or other types of humping in the pool. Get a room or your own personal pool.*
- No diving, running, loud noises, or loud music are permitted.
- No guest is allowed unless accompanied by the owner or tenant of a town home. No more than 4 guests from a town home are permitted in the pool area at any one time.
- Private pool parties are prohibited.
- No walkways around the pool may be obstructed by anyone.
- Pool area closes at 11:00 pm every night and re-opens at 7:00 AM.
- Swimsuits and swim trunks only are permitted for swimming. No cutoffs, shorts or street clothes are allowed in the pool. No swimming in undergarments is allowed and no "skinny dipping" is allowed. Light colored t-shirts are only permitted over swimsuits for protection from the sun.
- Disposable and cloth diapers must have some type of plastic covering worn over them to prevent the diapers from coming apart in the pool.
- No bicycles, skateboards, roller blades/skates, etc. are allowed in the pool area at any time.
- Restrooms are accessible with the use of your pool key.
- No pets are allowed in the pool or pool area at anytime unless the pet is used for support purposes (i.e. a guide dog).

### **Policy # 13: Signage**

- "For Sale" or "For Lease" signs may be placed ONLY inside ONE window in front and one window in back (if applicable) of the particular town home being advertised. Exception: One (1) -story unit having no back window may place a sign on the patio gate. The Board must approve any other location(s). Signs can be no larger than 30" x 24".
- "Open House" signs displayed in any common area may not be displayed more than two (2) consecutive days within a 30-day period. Only two (2) signs are permitted on property per open house. Do not place open house signs in the common areas on Fridays due to the landscapers.
- The Board must approve all other signs.
- Any member of the Board or their representative may remove without prior notice and throw away any signs that have not been approved.

### **Policy # 14: Foundations', Utilities, Leaks**

#### **Foundations:**

- The units within the Park at Quail Creek, HOA, Inc., are town homes, 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 Declaration expressly makes the association responsible for the Lot, as the residential Lots are owned by individual owners. Article 8 defines the associations' maintenance responsibilities. It states as follows:

"In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, walks and other exterior improvements."

*\*\*\*We encourage homeowners to become educated on how to help preserve their foundation in the climate we are situated in (extreme heat, droughts and cold freezes in the winter). In regards to irrigation, the association is considered commercial by the City of Austin Utilities and therefore must conform to any and all City mandated watering schedules. Homeowners do have water spigots in their patios so we do encourage*

*owners to take action to adequately water the area around their foundations' in seasons of extreme weather. Working with the other three neighbor units in this endeavor will be beneficial to all. If you rent your unit out please find a way to get your tenants involved in this process.*

#### **Utilities and Leaks:**

- Each owner shall be strictly liable and responsible for promptly fixing utilities and leaks in all plumbing lines, plumbing fixtures, sinks, tubs, shower stalls, dishwashers, commodes, aquariums, water beds, hot tubs and water furniture.
- A town homeowner will be responsible for damages and repairs necessitated by leaks from his town home to adjacent town homes and to exteriors or other surfaces for which the HOA is responsible. If the Association deems it necessary to repair any of these items inside an owner's town home, the owner shall reimburse the Association for the cost of the repair.
- If a problem occurs and owners and/or residents are not on the premises or available in a timely manner, utilities and/or water may be turned off to protect the affected property and adjacent properties from further or potential damage(s).
- If a unit owner and/or resident fail to report an interior leak, due to a roof or siding leak, within 10 business days, said owner will be responsible for repairs and any interior damage caused by said leak.

#### **Policy # 15: Roof Vents and Roofs**

- No roof vents are allowed unless approved by ACC on any of the town home roofs in the Park. Vents that were installed prior to January 1, 1998 are exempt.
- Walking, sitting and playing on the roofs are prohibited. No balls, rocks, etc., are to be thrown on the roofs.
- Satellite dishes/antenna's are not to be installed on the roofs (see satellite/antenna policy #22 for details).

## **Policy # 16: Pets and Animal Control**

- A. Dogs, cats, and all other animals may be kept in town homes only if in compliance with Association Rules and City/County ordinances.**
- B. Dogs and certain other animals are required to be on a leash at all times when outside the town home or enclosed patio and must be constrained by a person who can control the animal at all times.**
- C. No animals other than support animals shall be allowed into the swimming pool area, the on-site office, the Recreation Center or other recreational facilities.**
- D. No animal shall be tied up in a common area at any time or allowed to remain in the enclosed patio area as a means of housing the animal for periods longer than two hours.**
- E. An electronically controlled training device shall not be used as a substitute for a leash.
- F. No animal shall be allowed to make an unreasonable amount of noise or to become a nuisance. If an animal should become obnoxious to other owners or residents, the owner or person having control of animal shall be given a written notice by the Board of Directors or on-site manager to correct the problem. If the problem is not corrected the owner upon written notice shall be required to remove the animal.
- G. Owners, residents, or visitors who bring animals onto the property have the responsibility to immediately clean up the feces when animals defecate in common areas or in patios. Disposal of pet feces must be done in a proper receptacle. Washing pet feces and/or urine into the common area from an enclosed patio area is strictly prohibited. Cat litter is not to be disposed of loosely in any common area and must be kept in a tightly sealed bag when put in owner's trash can. Owners must maintain a sanitary condition of the property, free from fleas, parasites and noxious odors.
- H. Feeding animals (including bird feeders) is prohibited in any common area.
- I. Cats, dogs, reptiles, fowl, fish, or other animals, shall not be kept, used, or bred for commercial purposes within the Park at Quail Creek.
- J. In order to keep any dog and/or other animal the adult weight of which will exceed 40 pounds or in order to keep two or more dogs on the premises an owner or resident must first receive permission in writing from the Board of Directors. A waiver form maybe found on the Park's website

***Exemptions:***

***The foregoing limitation on number of pets shall not apply to hamsters, small birds, fish or other constantly caged animals nor shall it apply to require the removal of any litter born to a permitted pet prior to the time that animals in such litter are three (3) months old.***

***Owners or residents with more than two (2) dogs or who own animals of adult weights which exceed 40 pounds on the date this policy is adopted are not to be effected by this paragraph. Should the number and size of pets change for any reason the exemption is no longer applicable.***

- If an animal is observed without a collar, tags or not under the control of their owner, Animal Control may be called to remove said animal from the property.
- Fines may be imposed for violation of the above pursuant to the HOA fine policy.
- Homeowners or residents involved in **animal rescue work** shall not be automatically exempt from any part of this policy.
- The Board may require permanent removal of any pet, when after one (1) or more documented incidents, the pet or its owner has violated any of the above rules and the situation has become objectionable in the opinion of the Board (e.g., a health hazard or an immediate danger).

**Policy # 17: Supervision of Minors**

- Each owner/resident is responsible for the supervision, conduct and security of their children and the children of their guests, including any damages caused by said children.

**Policy # 18: Window Coverings**

- Window screens are the responsibility of the homeowner. If the town home has screens, they must be secured in the window frame and the frames of the screens must match the Park's color scheme or be brown or bronze or tan in color and made of a material that can be painted to match. Torn or broken screens must be replaced or removed immediately.

- Blinds, shades, shutters and/or drapes must be in good repair, hung properly and shall cover all exterior windows. The permissible colors are white, ivory, tan or beige. No foil, cardboard or other material, objectionable in the judgment of the Architectural Control Committee (ACC), shall be placed in the windows.
- Broken or cracked glass must be replaced within 7 days of breakage. This is the responsibility of the homeowner.

### **Policy # 19: Trash & Recycling**

#### **Trash**

- Trash is collected each Friday (unless there is a holiday or a severe storm) by Texas Disposal Systems (T.D.S.). Garbage cans, plastic trash bags and other refuse may be set out on Thursday *night* and must be returned to their storage area (within the garage or patio area) or to another area that is not visible from the street on the same day of trash collection.
- Trash and/or containers are not to be left in the common area except on days specified above. If you are unable to follow this schedule your trash must be left in your garage or enclosed patio area until the next scheduled collection day.
- All trash must be secured so contents will not blow around the property.
- Cigarettes, cigarette butts, cigars, etc. are the responsibility of each resident to thoroughly extinguish and dispose of properly.
- No cigarettes, cigarette butts, cigars, etc. may be left on the ground anywhere at any time.
- Ash trays, coffee cans or any other device to extinguish and temporarily house cigarettes, cigarette butts, cigars, etc., until they are permanently disposed of may not be visible from any common area (i.e. that it includes front porches).

#### **Recycling**

- Single stream recycling is available in the recycling center which is located in front of the Recreation Center.
- Glass, aluminum, mixed paper, plastic and glass are all acceptable.

- Embossed cardboard boxes such as soda boxes, beer boxes, and cereal boxes are recyclable and should go into the mixed paper bins.
- Corrugated cardboard is ***not*** recyclable here and neither are pizza delivery boxes due to the oils that seep into the boxes.
- DO NOT leave old hot water heaters, metal trim, lumber, lamps, appliances holiday shipping or moving boxes as this only drives up the cost for owners as a separate entity will have to be paid to remove such items from the property.
- Do not leave shopping carts in the area or on property.

#### **Policy # 20: Tennis Courts**

- Due to repairs to the surface of the courts being so expensive and in order to keep HOA fees down, owners should take extra care and understand that they are responsible for their occupants and/or guests of their town home. The following policies are established in order to prevent costly damages to the surface of the courts, nets, fences, etc.
- Hours of Use: 7:00 am to 10:00 pm daily.
- Entrance to the courts is by key only. NO TRESSPASSING. Gate to courts is to remain completely closed at all times. Do not climb over or under fence in order to enter/exit the courts. There is a \$15.00 deposit for a tennis court key.
- **Tennis balls are the only balls allowed on the courts.**
- No guest is allowed unless accompanied by an owner or tenant of a town home. Only 4 persons from a town home are allowed at one time.
- Tennis shoes ONLY are to be worn on the surface of the courts.
- **The following are not permitted on the courts at anytime: bicycles, skateboards, scooters, roller blades/skates, wagons, toys or pets.**
- No food, glass containers or aluminum cans are allowed in the courts. There is a trash container available to dispose of any plastic drink bottles, etc.
- Lights for the courts are on a timer located on light pole # 38 between East & West Village Lanes.
- Do not sit, pull on or attempt to jump over the tennis nets.

## **Policy # 21: Items Outside of Town Home**

- The only items that may be placed permanently or temporarily in the common area with the approval of ACC are: potted plants, hanging baskets and/or patio furniture (outdoor rated furniture only). *Empty, broken or faded items and pots with dead plants must be removed or replaced immediately.* Please use discretion when selecting pots for plants, they should relate well to the Park's color scheme such as terracotta, shades of green or other natural earth elements (excluding blues, hot pink etc.) that will blend in well enhance the area rather than detract from it.
- No other property may be placed permanently or temporarily in any of the following areas: landscaped/green areas, walkways, parking lots, streets, sidewalks, porches or recessed areas, on fences ,etc. On-site personnel may remove items from any of the areas described above with written notification.
- One American flag and one Texas flag, no larger than 3' x 5' may be displayed per unit in the common area.
- All other items are to be kept inside the town home, the enclosed garage or inside the units enclosed patio area. Items stored in the units enclosed patio area must not be visible from any common area.
- Cigarettes, cigarette butts, cigars, etc. are the responsibility of each resident to thoroughly extinguish and dispose of properly.
- No cigarettes, cigarette butts, cigars, etc. maybe left on the ground anywhere at any time.
- Ash trays, coffee cans or any other device to extinguish and temporally house cigarettes, cigarette butts, cigars, etc., until they are permanently disposed of may not be visible from any common area (i.e. that it includes front porches).

\* *The common area is anything outside of your home and/or back patio area*

## **Policy #22: Satellite Dishes, Cable TV and/or Antennas**

1. Under a Federal Communications Commission (FCC) order, you as an owner/resident have a right to install a transmitting or receiving satellite or antenna on the town home premises, subject to FCC limitations. The Homeowners Association (HOA) is allowed to impose reasonable restrictions relating to said installation. You are required to comply with these restrictions as a condition of installing such equipment. Please contact the Site Manager if you have any questions.
2. It is the intention of the Board of Directors, through the ACC, to comply with the guidelines established by FCC and work with the homeowner and/or resident to that end. Placement preferences to be established by ACC under the requirements of the FCC do not apply to areas under the owner/resident's exclusive use and control (i.e. the patio).
3. **Placement Preferences:**
  - a) Town home patio area.
  - b) Town homes outside wooden wall with the equipment being no higher than 6 feet above the highest roof peak on a building's end wall.
  - c) Dishes/antennas should not be placed on the front of the building unless there is no other way to receive a signal. It is recommended to mount the equipment to the fascia board directly below the roofline.
4. **The following applies to both satellite dishes and/or antennas:**
  - a) No equipment may be mounted on any roof, brick wall, lawn or chimney of any town home or in any common area. **NOTE: FCC rules allow the HOA to prohibit satellite dishes and antennas from being mounted in these locations.**
  - b) A mounted dish shall be no more than one meter (39.37") in diameter.
  - c) The entrance for the wire/cable connecting a dish or antenna mounted on an outside wooden wall shall be no more than six (6) feet below the dish.
  - d) Vertical runs of wire/cable are only allowed next to the edge of the wall's vertical trim.
  - e) Horizontal or lateral runs must only be next to the roof trim line.
  - f) Wire/cable must be secured properly to the wall no more than every three (3) feet.
5. **Cables and Cable TV:**
  - a) The local cable company usually requires a letter of approval from the HOA to install new cable lines. In order to obtain a letter, contact the on-site office at least three (3) business days in advance.
  - b) All cables **must** be secured to the building and run as discretely as possible along the trim and siding. **NO** cables may run across the roof. Upon the installation of any

new cables, if they are no longer being used, all old cables **shall** be removed by the installer.

- c) The HOA will paint any newly installed cable lines to blend aesthetically with the buildings color scheme; the homeowner's account will be billed for material and labor to accomplish said task. See policy number 22 for details.

#### **6. Responsibility:**

- a) All mounting holes, entrance/exit holes that penetrate the town home wall must be protected from moisture penetration.
- b) The town home owner, and any and all subsequent owners, are responsible for the cost of any repairs necessary to the exterior wall as well as the interior which result from the dish/antenna installation, including but not limited to the dish/antenna and its mount, the wire/cable and entrance/exit holes.
- c) If any equipment is placed on a roof or other unauthorized area, the owner shall be responsible for any necessary repairs. In addition the owner shall also be responsible for the cost of any necessary removal and/or reinstallation

#### **7. Building Repair and Painting:**

During any building repair, repainting, etc., the antenna or dish may need to be temporarily removed. The Site Manager will inform the owner/resident when this will occur. The owner/resident has the right to perform the removal and reinstallation or hire a contractor of their choice. Should an HOA contractor perform the removal/reinstallation, the owner/resident may wish to observe this activity. Any additional labor cost to detach and reattach any equipment will be the responsibility of the owner/resident. Damage of any equipment and its connecting cable shall not be the responsibility of the contractor or the HOA.

**Note:** FCC does not give HOA the right to require prior approval for dish installation. After installation, approval must be obtained from the ACC. A working relationship between the HOA and the resident will make for a better and perhaps a less costly installation.

### **Policy # 23: Noise and Nuisances**

- Town home owners/residents shall refrain from operating radios, televisions, stereos, and/or other electrical or mechanical devices in a manner that creates a disturbance (this also includes, but is not limited to home theater systems, gaming systems, etc.)
- Any activity that creates a disturbance from either inside or outside a residence is prohibited.
- Town home owners/residents and guests are prohibited from creating a disturbance caused by music or other electrical devices from a motor vehicle.
- No unsafe, noxious, offensive odor or illegal activity is permitted in The Park.
- No activity shall be conducted in The Park, which, in the judgment of the Board of Directors, might reasonably be considered as annoying to neighbors, or might be reasonably calculated to reduce the quality of life in The Park.
- No exterior loud speakers or flashing lights shall be allowed.

### **Policy # 24: Mailboxes**

- The Architectural Control Committee has the exclusive right to designate the type, size, location, and signs/lettering on mailboxes.
- Owners are responsible for providing keys to cubicle locked mailboxes. Neither the HOA nor the post office supply keys for the cubicle mailboxes.

### **Policy # 25: Common Area Modifications and Repair**

- No owner may construct, alter, modify, landscape, trim, or otherwise perform any work whatsoever upon any of the Common Areas, building exteriors or fences, including the installation of awning shades, railings or additional lighting without the prior written approval by the Architectural Control Committee (ACC).
- The Architectural Control Committee shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the Architectural Control Committee

fails to take any action within thirty (30) days after requests have been submitted, approval will be presumed and will be deemed to have been fully complied with.

- At the sole discretion of the Board, any approved Common Area modifications may become the property of and the responsibility of the HOA.
- See policy # 5 "Townhouse Maintenance" for insurance requirements of contractors employed by residents for approved exterior modifications.
- Common area problems need to be immediately reported to the Association's contracted Management Company, e.g., exterior lighting, irrigation system, automatic closing and latching devices on recreational facility gates and swimming pool drain covers, which are broken or malfunctioning.
- **Patio Area's on East Meadowmere LN, West Meadowmere LN and Greenmeer LN:**

From time to time owners of town homes on East Meadowmere Lane, West Meadowmere Lane and Greenmeer Lane have requested permission to enclose certain portions of the common area for use as a patio area. It is the association's long-standing policy to allow such enclosures, always on the condition that owners are then responsible for all items of maintenance (including landscaping, patio decks, and slabs – all improvements within the enclosed area). Owners and their successors shall remain responsible for all such enclosed areas, but must in all cases still request and receive permission from the ACC prior to making any alterations to this patio area (or any other) common area, including landscape alterations other than routine plantings of small plants (all trees and shrubs, and the location thereof, must be pre-approved). If the owner cannot show proof of pre-approval, the Association may remove it at the owner's cost.

#### **Policy # 26: Leasing of Town Homes and Resale Information**

##### **Leasing:**

- The HOA recommends that all town homeowners use the latest Texas Apartment Association (TAA) town home lease forms when leasing their town homes.
- Owners must provide the HOA with all current contact information for each of their tenants.
- At the time of leasing, the town home owner must provide a copy of the HOA's Policies and Procedures to their tenants.
- Town home owners are responsible for the conduct of their tenants and their guests.

- All leases should be in writing and are subject to the provisions of the Declaration of Covenants, Restrictions, and By-Laws and HOA Policies and Procedures.
- Each owner of a leased town home is required to have and maintain battery or A/C electric smoke detector(s) in the town home in accordance with State Law.
- Owners are required to comply with all state laws and county/city ordinances related to the leasing of their property, e.g., security devices.
- The Association shall have the right to evict any tenant violating any of the governing documents. The owner of the unit will be responsible for all costs and attorneys fees related to the eviction.

#### **Resale:**

- An owner may not sell his property without all monies due to the HOA being paid in full. Should an owner sell or transfer the lot (commonly referred to as a town home) without paying such monies, the seller and buyer shall be jointly and severally liable for all monies owed to the Homeowner's Association prior to the sale of sale. If an owner sells or transfers ownership of a town home and fails to notify the HOA of the sale, the seller and buyer shall be jointly and severally liable for the assessments accruing after the date of the sale or transfer until such time as the seller notifies the HOA in writing of the name and address of the new owner. This policy shall not affect the Associations lien against the unit for payment.
- Alliance Association Management Company will provide the following for a fee: resale certificates, copies of recorded documents, community policies, and copies of accounting records.

Alliance Association Management Co.  
115 Wild Basin RD, Suite308  
Austin, TX 78746

Phone: (512) 328-6100  
Fax: (512) 328-6178

#### **Policy # 27- Insurance**

##### **Insurance - Fire and Extended Coverage**

- The Board of Directors shall obtain and maintain at all times fire and extended coverage. Insurance against such risks as are customarily covered with respect to town home Units including the "entire premises", including all general and limited common elements, including fixtures and improvements within the individual town home Units.
- Specifically, the policy shall insure against loss or damage by fire, vandalism, malicious mischief, and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Areas, the structural

components of the town homes (including interior walls, paint, cabinetry, fixtures, lighting, plumbing, flooring, air conditioning equipment, and built-in appliances, but not including furniture, non-built-in appliances, and non-customary surface finishes), and against such other hazards and for such amounts as the Board may deem advisable.

- In the event of a loss covered by insurance to which a deductible is applicable, the Unit's owner of the town home where the loss is determined to have originated will be responsible for the total amount of any deductible amount covered by the insurance policy. If the origin is not or cannot be determined, then the Unit owners of all town home Units involved in the claim will be responsible for the deductible in an amount proportional to the loss covered by their Unit.
- A loss payable shall be in favor of the Home Owner's Association as a trustee for each Unit Owner and each Unit Owner's mortgagee. The Owner's association is required to hold any proceeds of insurance in trust for Unit Owners and first mortgage holders as their interest may appear. The Association shall be obligated to repair or rebuild any structure that is covered by insurance and that is destroyed due to casualty after the payment by the Unit owner of any deductible due. In the event that the loss involved flood and/or rising water damage not covered by the blanket policy, then Unit owner(s) where non-covered water loss must also pay the Association an amount to cover the water damage before the Association is obligated to repair or rebuild structures in the water damaged unit.
- This insurance shall be issued by responsible insurance companies authorized to do business in the State of Texas preferable upon forms prescribed or approved by the Texas State Board of Insurance naming the Association and its members as the insured, which policy or policies indemnify the interests of each town home Unit owner and shall provide for the standard non-contributory mortgagee clause in favor of each mortgagee. It shall also provide that it cannot be canceled by either the insured or the insurance company until after ten (10) days prior written notice to each first mortgagee. The Board of Directors shall, upon request of any first mortgagee, furnish a certified copy of such blanket policy and the separate certificate identifying the interest of the mortgagor.
- All policies of insurance shall provide that the insurance there under shall be invalidated or suspended only in respect to the interest of any particular owner guilty of a breach of warranty, act, omission, negligence or non-compliance of any provision of such policy, including payment of the insurance premium applicable to that owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance under such policy, as to the interests of all other insured owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

- Provided further, the Home Owner's Association, in order to preserve the integrity of the town home Community, shall be deemed to have an "insurable interest" in each town home Unit and the property contained within the finished interior surface of the perimeter walls, floors and ceiling of each unit, and may insure such property and improvements within the interior finished perimeter walls, floors and ceiling of each town home Unit.
- In the event that the Board of Directors is unable to get any reasonable quotations for this insurance coverage from qualified bidders, then the Board is required to notify all homeowners immediately of this fact by mail. Homeowners will then be responsible to secure their own individual coverage to replace the blanket policy.
- The insurance required in paragraph 1(a-d) does not insure the personal property, clothing and furniture of the unit owners, and each such unit owner shall, at the owner's option and expense, obtain such other insurance as the owner deems necessary to insure such personal property.
- The insurance required in paragraph 1 (A - D) does not insure against any loss from flood or rising waters, and each Unit owner shall, at the owner's option and expense, obtain such other insurance as the owner deems necessary to insure such flood and rising water damage.
- In addition the insurance required in paragraph 1 (A - D) does not insure fixtures,
- installations or additions composing a part of the building within the finished interior surfaces of the perimeter walls, floors and ceilings of the individual town home Units or installed by or at the expense of the unit owners, and which are not installed in accordance with the original town home Unit plans and specifications.

Provided further, nothing herein shall be construed to prohibit the owner of a unit from obtaining at his cost and expense such additional insurance as may be necessary to insure his town home Unit and the fixtures and improvements there in.

### **Insurance – Liability**

The Board of Directors shall maintain a policy of comprehensive public liability insurance and property damage insurance against claims for personal injury or death, or property damage suffered by the public, or any owner, family, agent, employee or invitee of an owner, occurring in, or on or about the limited or general common elements hereof, including, but not limited to walkways, terraces, passageways, driveways, roadways, stairs or property adjoining the town home Unit, which public liability and property damage insurance shall afford protection to such limits and extent as the Board of Directors deems desirable.

Provided further that such liability and property damage insurance policy shall contain a cross-liability endorsement wherein the rights of named insured under the policy or policies shall not prejudice his, her or their action or actions against another named insured This liability coverage does not insure the individual Unit owner for liability or damages arising out of the use of his individual town home Unit as distinguished from the common elements of the town home project, and each unit owner shall, at the owner's option and expense, obtain such other liability insurance as the owner deems necessary.

### **Policy # 28: Home Operated Businesses**

- Governmental regulations. These home-business rules are *in addition* to applicable governmental regulations. Compliance with applicable governmental regulations for home businesses (for example Austin Land Development Code §25-2-900) is *not sufficient*, all home businesses in the Park at Quail creek must also abide by this policy #28.
- All Commercial Activity Except Certain Home Businesses Prohibited. Conducting any business, trade, or similar activity is prohibited, except that an Owner or occupant residing in a home may conduct business activities which are commonly conducted within residential areas within the home so long as: (1) except as expressly allowed herein, and only to the extent expressly allowed herein, 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 and other governmental requirements for the Property and business (the business does not violate any laws, for example); (3) the business activity does not involve visitation of the home by clients, customers, suppliers, or other business invitees except to the extent expressly authorized by this rule; (4) the business activity does not involve door-to-door solicitation of residents of the Property; and (5) 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, as may be determined in the sole reasonable discretion of the Board.
- Limited Vehicle Traffic. No business may be operated from the home that involves more than two (cumulatively) site visits in any one week by clients, customers, employees, or any other non-residents, other than deliveries by UPS or other mail carrier. No more than one (1) client, customer, or employee vehicle may be present at the home business property at any one time.

At all times where such client, customer, or employee vehicle is present, the vehicle must be parked in a parking space reserved for the owner (not for guests.) There is an exception for commercial delivery vehicles (limited to Postal Service, or UPS, Fed Ex, or other common carrier) cars picking up and dropping off items, but only for so long as it reasonably takes to drop off the item.

- Hours of Operation. Client, customer, and employee vehicles may only be present on the property between 7 a.m. and 6 p.m.
- Solicitations Prohibited. No solicitation is permissible within the community. Owners with home-based businesses permitted by this rule cannot walk fliers through the neighborhood, put fliers on doors, or place fliers in mailboxes.
- Signs Prohibited. No signs relating to any business or commercial activity may be placed in any common area, on any building or within any window of a town home. (See also Policy #13 regarding Signage.)
- Other Requirements. All businesses must comply with all government licensing and permitting requirements.
- Violation of Requirements. Violation of any of these requirements gives the Board the right to require the business to be closed, fine the owner, and pursue all other available enforcement action.

**Policy #29: Monthly Board Meetings and Annual Homeowners' Meetings**

**General Provisions**

- The Board Meetings are scheduled for the third Tuesday of each month at 5 PM with the following exceptions:
  1. The Board Meeting may be cancelled either in advance or at the beginning if a quorum of members will not be or are not present.
  2. The Board Meeting may be moved to another date due to conflicts of scheduling for any reason that could prevent the board from conducting its' duties.
- As a courtesy, the General Board Meeting is open to all residents for observation only except for the "Residents' Forum" portion of the meeting.

**Residents' Forum**

- The Residents' Forum typically takes place at the beginning of the board meeting after the establishment of a quorum and call to order, but may be changed when circumstances call for a shift in the agenda. The Residents' Forum is limited to a maximum of 30 minutes. The Board, at its' discretion, may extend that time if warranted and agreed on by a majority of the members.
- The Residents' Forum is in place to provide time for each resident who wishes to address general issues, make suggestions or statements they wish to have on record with the Board.
- Each resident wishing to speak must sign in before the meeting starts and note the topic of their address.
- Each resident is limited to 5 minutes to address the board. The Residents' Forum is limited to a maximum of 30 minutes or less at the discretion of the Board Chair. The time allotment will be announced at the beginning of the Residents' Forum.
- After each resident's address, the Chairman may wish to make a statement in regard to the topic, but is not required to. Any other person, whether resident or board member, wishing to speak to a particular residents' topic, must ask for and be recognized by the Board Chair.
- Any resident signed up but not called on, will be moved up the list to speak at the next meeting of the Board.
- No topics pertaining to ACC Requests and/or Work Orders will be permitted. These issues must be addressed in writing on the proper forms. Said forms are available at the management office or on our web site at:  
<http://www.pqchoa.com/index.htm>.

- Once the Residents' Forum is closed, the residents are welcome to observe the rest of the General Meeting but may not comment or ask questions during the meeting.

**Policy # 30: Non-liability and Release of the Association**

**Directors**

- As provided in the governing documents applicable to The Park at Quail Creek Homeowners Association (HOA), the HOA and its officers and directors shall not be liable to townhome owners, their tenants, and persons on the property at their invitation or with their permission, for property damage, personal injuries, or harm resulting at anytime from conduct of the HOA's officers, directors, employees and agents relating to enforcement or non-enforcement of the HOA's Declarations or Policies. This includes but is not limited to any Declarations Provisions and Policies regarding pet leash requirements, traffic intersection sightlines, swimming pool policies, traffic signs, vehicle parking, common area lighting or fencing, common area security, hazardous materials and/or the storage of it, electrical lines, gas line or sanitary sewer system failures, etc.
- Under the Declaration, by acceptance of a Deed or lease, owners and tenants, as well as persons on the property, at their invitation or with their permission, are deemed to have released the HOA and its officers and directors from such liability, to the extent authorized by law.
- The foregoing does not release an officer or director from liability for acts or omissions which are:
  - A breach of the officer's or director's duty of loyalty and fiduciary duty to the HOA or its members;
  - Acts or omissions not in good faith or involving intentional misconduct or a knowing violation of law;
  - A transaction from which an officer or director receives an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office, or;
  - An act or omission for which the liability of the directory is expressly provided by statute.

**Policy # 31:        Dog Park**

- Owners are required to pay a non-refundable annual fee to use the Dog Park. Contact the community manager for the current fee
- An Owner must submit payment and a signed Dog Park Agreement (a copy of available from the community manager) acknowledging his or her agreement to abide by the restrictions in this Policy before the Owner will be given a key to the Dog Park.
- Owners using the Dog Park must adhere to the rules contained in this Policy. An Owner's right to use the Dog Park may be suspended by the Board in its discretion for violation of these restrictions.

**Dog Park Rules**

- Hours: 7:00 am to 11:00 pm. Admittance is by purchased key only. Allow 72 business hours to receive a key.
- Dogs must be current on all vaccinations.
- Dogs must be leashed and under the control of their handler when entering and exiting the Dog Park and at all times in areas outside the Dog Park.
- No children under the age of 14 are permitted unless accompanied by a person over the age of 18.
- Aggressive dogs are not permitted on the premises. Dogs must be removed immediately upon the first sign of aggression. Aggressiveness includes showing signs of aggression toward other dogs or toward people.
- Female dogs that have not been spayed and that are in Estrus ("in season") are not allowed in the dog park at any time.
- Dog owners must be in the park and within view of their dogs at all times. Dog owners may not leave the enclosed fenced area of the Dog Park during any time that their dog is in the Dog Park.
- Dog Park keys may only be used by the owner to which the key was issued; owners may not borrow another owner's key or take someone else's pet inside the Dog Park.
- A maximum of 8 dogs are allowed in the Dog Park at any one time.
- Owners are responsible to clean up dog feces. Owners must seal waste in the provided plastic bags, or use and seal other plastic bags, before disposing in the designated receptacles. **Note: the plastic bags and trashcans are provided for your convenience. The Association is NOT responsible to clean up dog feces. Please clean up after your dog.**
- If any of the above rules are broken the board in its sole discretion may temporarily or permanently revoke your key to the park. If said key is not returned when requested \$25.00 per day will assessed to your account until the key is returned.

## **Policy #32: FLAGS**

1. **Conflict with Other Provisions.** The provision in policy #21 reading "One American Flag and One Texas Flag no larger than 3' x 5' may be displayed per unit in the common area" is repealed and in its place this Policy #32 is adopted
2. **General.** An Owner may display flags only in compliance with this Section I. **An Owner may not display flags on the Common Areas, or on any other lands owned or maintained by the Association, with the exception that and Owner may display one U.S. Flag and one Texas flag (or in lieu of one of these flags, one U.S. military branch flag) on a residence-mounted flag mount, in a location adjacent to the Owner's unit. The location of the Common Area flag display must be pre-approved in writing by the ACC.**

An Owner is permitted to display any other flag only in an enclosed patio area exclusively owned and exclusively maintained by the Owner and only in accordance with the restrictions contained in this Section I.

A pennant, banner, plaque, sign or other item that contains a rendition of a permitted flag does not qualify as a permitted flag under this Section I.

3. **Prior Approval Required.** All flag mounts, flagpoles, and related installations (e.g., flag lighting) must be approved in advance by the Association's Architectural Control Committee (the "**ACC**"). An Owner desiring to display a permitted flag must submit plans to the ACC for each installation, detailing the dimensions, type, location, materials, and style/appearance of the flag mount, flagpole, lighting and related installations. The Association's ACC shall have the sole discretion of determining whether such items and installations comply with this Section I, subject to any appeal rights that may exist elsewhere in the Association's governing documents or under State law.
4. **Additional Requirements Related to Flags.**
  - a. Flags must be displayed on an approved flag mount or flagpole. Flags may not be displayed in any other manner.
  - b. No more than one flag at a time may be displayed on a flag mount. No more than two flags at time may be displayed on a flag pole.
  - c. Flags must be hoisted, flown, and lowered in a respectful manner.
  - d. Flags must never be flown upside down and must never touch the ground.
  - e. No mark, sign, insignia, design, or advertising of any kind may be added to a flag.
  - f. If the U.S. and Texas flags are flown on one pole, the U.S. flag must be the highest flag flown and the Texas flag the second highest.
  - g. Only all-weather flags may be displayed during inclement weather.
  - h. Flags must be no larger than 3'x5' in size.

- i. Flag mounts must be no greater than 6' in length and 1" in diameter.
5. Materials and Appearance of Flag Mounts and Flagpoles. A flag mount attached to a dwelling or enclosed patio area or a freestanding flagpole in an enclosed patio area must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials (per the discretion of the ACC) used in the construction of the mount or flagpole and harmonious with the dwelling.
  6. Additional Requirements for Flagpoles. The following additional requirements shall apply to flagpoles installed on the Owner's enclosed patio area:
    - a. No more than one flagpole may be installed on a Lot;
    - b. The flagpole must be free-standing and installed vertically;
    - c. The flagpole must be no greater than 20 feet in height measured from grade level;
    - d. The location and construction of the flagpole must comply with applicable zoning ordinances, may not be located in any easements (including drainage easements), and comply with all setback requirements; and
    - e. The location of the pole must be wholly within an enclosed patio area exclusively owned and exclusively maintained by the Owner.
  7. Maintenance. An Owner is responsible for ensuring that a displayed flag, flag mount(s), lighting and related installations are maintained in good and attractive condition.
  8. Noise Restrictions. An Owner must ensure that external halyards (hoisting ropes) used in combination with the flagpole do not create an unreasonable amount of noise.

### **Policy #33: SOLAR ENERGY DEVICES**

1. Conflict with Other Provisions. Per state law, this Section II controls over any provision in any other Association governing document to the contrary.
2. Permitted Locations; Prior Approval Required. **An Owner may install solar energy devices only on property solely owned and solely maintained by the Owner, and only in accordance with the restrictions provided herein.**

**Except as approved in writing by the ACC (which approval may be denied, granted, or granted with conditions), an Owner may install solar energy devices only in an enclosed patio area exclusively owned and exclusively maintained by the Owner. No part of the device may extend higher than the patio fence line.** Owners may not install solar energy devices except in accordance with the restrictions provided herein. Prior to installation of any solar energy device, the Owner must submit plans for the device and all appurtenances thereto to the ACC. The plans must provide an as-built rendering, and detail the location, size, materials, and color of all solar devices, and provide calculations of the estimated energy production of the proposed devices.

3. Definition. In this section, "solar energy device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. All solar devices not meeting this definition are prohibited.
4. Prohibited Devices. Owners may not install solar energy devices that:
  - a. threaten the public health or safety;
  - b. violate a law;
  - c. are located on property owned by the Association or owned in common by members;
  - d. are located in an area on the property Owner's property other than in an enclosed patio owned and maintained by the Owner;
  - e. are installed in a manner that voids material warranties;
  - f. are installed without prior approval by the ACC; or
  - g. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. *This determination may be made at any time, and the ACC may require removal of any device in violation of this or any other requirement.*
5. Limitations on Roof-Mounted Devices. If ACC permission is granted for roof-mounted devices (which the ACC may but has no duty to authorize), such devices must:
  - a. extend no higher than or beyond the roofline;
  - b. be located only on the back of the home – the side of the roof opposite the street.

- c. conform to the slope of the roof, and have all top edges parallel to the roofline;
- d. not have a frame, a support bracket, or visible piping or wiring that is any color other than silver, bronze, or black tone commonly available in the marketplace.

**POLICY #34: RAIN BARRELS , RAINWATER HARVESTING SYSTEMS, AND COMPOSTING**

1. Pre-Approval Required. Owners may install rain barrels or rainwater harvesting systems only with pre-approval from the Association. Systems may be installed in an enclosed patio exclusively owned and maintained by the Owner, in accordance with the restrictions described in this Section III.
2. Prohibited Locations. Owners are prohibited from installing rain barrels or rainwater harvesting systems, **or any part thereof**, in the following locations:
  - a. on property owned by the Association;
  - b. on property owned in common by the members of the Association; or
  - c. on property between the front of the Owner's home and an adjoining or adjacent street.

3. Pre-Approval Required for All Rain Barrels or Rainwater Harvesting Systems. Prior to any installation of any rain barrel or rain harvesting system (or any part thereof), prior written permission must be received from the ACC.

Owners wishing to install such systems must submit plans showing the proposed location, color(s), material(s), shielding, dimensions of the proposed improvements, and whether any part of the proposed improvements will be visible from the street, another lot, or a common area (and if so, what part(s) will be visible). The location information must provide information as to how far (in feet and inches) the improvement(s) will be from the side, front, and back property line of the Owner's property.

4. Color and Other Appearance Restrictions. Owners are prohibited from installing rain barrels or rainwater harvesting systems that:
  - a. are of a color other than a color consistent with the color scheme of the Owner's home;
  - b. display any language or other content that is not typically displayed by such a barrel or system as it is manufactured; or
  - c. are not constructed in accordance with plans approved by the Association.
5. Additional Restrictions if Installed in Side Yard or Improvements are Visible. If any part of the improvement is installed in a side yard, or will be visible from the street, another lot, or common area, the Association may impose restrictions on the size, type,

materials, and shielding of, the improvement(s) (through denial of plans or conditional approval of plans).

6. Composting. Prior written approval from the ACC must be received prior to any installation of composting equipment or undertaking of composting activity, including in an owner's fenced patio. The ACC may regulate all such installations, including the size, type, shielding, and materials and location of such devices, and may require that there be adequate space in an enclosed patio area as a condition of installation of such a device.

## **POLICY #35: RELIGIOUS DISPLAYS**

1. General. State statute allows owners to install certain religious displays in the owner's entry, and further allows the association to impose certain limitations on such entry displays. The following rule 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. Allowed "religious items" are limited to those items that the display of which is motivated by the resident's sincere religious belief.
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 IV. Per state statute, if a religious item(s) is displayed in violation of this Section IV, 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 rule 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 IV.

5. Other displays. Non-religious displays in the entry area to an owner's dwelling are governed by other applicable governing document provisions. All displays outside of the entry area to an owner's dwelling are governed by other applicable governing document provisions.

**POLICY #36:**                      **RECORD PRODUCTION**

1. Effective Date. Notwithstanding any language to the contrary and regardless of date of adoption of these rules, the effective date of this Section V is January 1, 2012.
2. Conflict with Other Provisions. Per state law, this Section V controls over any provision in any other Association governing document to the contrary, including Bylaws Article X, to the extent of any conflict.
3. Request for Records. The Owner or the Owner's authorized representative requesting Association records must submit a written request by certified mail to the mailing address of the Association or authorized representative as reflected on the most current filed management certificate. The request must contain:
  - a. sufficient detail to describe the books and records requested, and
  - b. an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records.
4. Timeline for record production.
  - a. If inspection requested. If an inspection is requested, the Association will respond within 10 business days by sending written notice by mail, fax, or email of the date(s) and times during normal business hours that the inspection may occur. Any inspection will take place at a mutually-agreed time during normal business hours, and the requesting party must identify any books and records the party desires the Association to copy.
  - b. If copies requested. If copies are requested, the Association will produce the copies within 10 business days of the request.
  - c. Extension of timeline. If the Association is unable to produce the copies within 10 business days of the request, the Association will send written notice to the Owner of this by mail, fax, or email, and state a date, within 15 business days of the date of the Association's notice, that the copies or inspection will be available.
5. Format. The Association may produce documents in hard copy, electronic, or other format of its choosing.
6. Charges. Per state law, the Association may charge for time spent compiling and producing all records, and may charge for copy costs if copies are requested. Those charges will be the maximum amount then-allowed by law under the Texas

Administrative Code. The Association may require advance payment of actual or estimated costs. As of July, 2011, a summary of the maximum permitted charges for common items are:

- a. Paper copies - 10¢ per page
  - b. CD - \$1 per disc
  - c. DVD - \$3 per disc
  - d. Labor charge for requests of more than 50 pages - \$15 per hour
  - e. Overhead charge for requests of more than 50 pages - 20% of the labor charge
  - f. Labor and overhead may be charged for requests for fewer than 50 pages if the records are kept in a remote location and must be retrieved from it
7. Private Information Exempted from Production. Per state law, the Association has **no obligation** to provide information of the following types:
- a. Owner violation history
  - b. Owner personal financial information
  - c. Owner contact information other than the owner's address
  - d. Information relating to an Association employee, including personnel files
8. Existing Records Only. The duty to provide documents on request applies only to existing books and records. The Association has no obligation to create a new document, prepare a summary of information, or compile and report data.

**POLICY #37:**

**RECORD RETENTION.**

1. Effective Date. Notwithstanding any language to the contrary and regardless of the date of adoption of these rules, the effective date of this Section VI is January 1, 2012.
2. Conflict with Other Provisions. Per state law, this Section VI controls over any provision in any other Association governing document to the contrary, including Bylaws Article X, to the extent of any conflict.
3. Record Retention. The Association will keep the following records for at least the following time periods:
  - a. Contracts with terms of at least one year; 4 years after expiration of contract
  - b. Account records of current Owners; 5 years
  - c. Minutes of Owner meetings and Board meetings; 7 years
  - d. Tax returns and audits; 7 years
  - e. Financial books and records (other than account records of current Owners); 7 years
  - f. Governing documents, including Articles of Incorporation/Certificate of Formation, Bylaws, Declaration, Rules, and all amendments; permanently

4. Other Records. Records not listed above may be maintained or discarded in the Association's sole discretion.

**POLICY #38:**                      **PAYMENT PLANS**

1. Effective date. Notwithstanding any language to the contrary and regardless of date of adoption of these rules, the effective date of this Section VII is January 1, 2012. This payment plan rule VOIDS AND SUPERSEDES the rule previously filed as Policy 3(d).
2. Eligibility for Payment Plan.

Standard payment plans. An Owner is eligible for a Standard Payment Plan (see Rule (3) below) *only* if:

- a. The Owner has not defaulted under a prior payment plan with the Association in the prior 24-month period;
- b. The Owner requests a payment plan no later than 30 days after the Association mails certified mail, return receipt requested notice to the Owner under Property Code §209.0064 (notifying the owner of the amount due, providing 30 days for payment, and describing the options for curing the delinquency). It is the Owner's responsibility to confirm that the Association has received the Owner's request for a payment plan within this 30-day period. It is recommended that requests be in writing; and
- c. The Association receives the executed Standard Payment Plan and the first payment within 15 days of the Standard Payment Plan being sent via email, fax, mail, or hand delivered to the Owner.

Other payment plans. An Owner who is not eligible for a Standard Payment Plan may still request that the Association's Board grant the Owner an alternate payment plan. Any such request must be directed to the person or entity currently handling the collection of the debt (i.e., the property manager or Association's attorney). The decision to grant or deny an alternate payment plan, and the terms and conditions for any such plan, will be at the sole discretion of the Association's Board.

3. Standard Payment Plans. The terms and conditions for a Standard Payment Plan are:
  - a. Term. Standard Payment Plans are for a term of 12 months.
  - b. Payments. Payments will be made at least monthly and will be roughly equal in amount or have a larger initial payment (small initial payments with a large

balloon payment at the end of the term are not allowed). Payments must be received by the Association at the designated address by the required dates and may not be rejected, returned or denied by the Owner's bank for any reason (i.e., check returned NSF). The Association may require ACH payments on any plan.

- c. Assessments and other amounts coming due during plan. The Owner will keep current on all additional assessments and other charges posted to the Owner's account during the term of the payment plan, which amounts may but need not be included in calculating the payments due under the plan.
  - d. Additional charges. The Owner is responsible for reasonable charges related to negotiating, preparing and administering the payment plan, all of which shall be included in calculating the total amount due under the plan and the amount of the related payments. The Owner will not be charged late fees or other charges related to the delinquency during the time the owner is complying with all terms of a payment plan.
  - e. Contact information. The Owner will provide relevant contact information and keep same updated.
  - f. Additional conditions. The Owner will comply with such additional conditions under the plan instrument.
  - g. Default. The Owner will be in default under the plan if the Owner fails to comply with any requirements of these rules or the payment plan agreement.
4. Account Sent to an Attorney/Agent for Formal Collections. An Owner does not have the right to a Standard Payment Plan after the 30-day timeframe reference in paragraph 2(b). Once an account is sent to an attorney or agent for collection, the delinquent Owner must communicate with that attorney or agent to arrange for payment of the debt. The decision to grant or deny the Owner an alternate payment plan, and the terms and conditions of any such plan, is solely at the discretion of the Board.
5. Default. If the Owner defaults under any payment plan, the Association may proceed with any collection activity authorized under the governing documents or state law without further notice. If the Association elects to provide notice of default, the Owner will be responsible for all fees and costs associated with the drafting and sending of such notice. All late fees and other charges that otherwise would have been posted to the Owner's account may also be assessed to the Owner's account in the event of a default.

Any payments received during a time an Owner is in default under any payment plan may be applied to out-of-pocket costs (including attorneys fees for administering the plan), administrative and late fees, assessments, and fines (if any), in any order determined by the Association, except that fines will not be given priority over any other

amount owed but may be satisfied proportionately (e.g. a \$100 payment may be applied proportionately to all amounts owed, in proportion to the amount owed relative to other amounts owed).

6. Board Discretion. The Association's Board may vary the obligations imposed on Owners under these rules on a case-by-case basis, including curtailing or lengthening the payment plan terms (so long as the plan is between 3 and 18 months), as it may deem appropriate and reasonable. No such action shall be construed as a general abandonment or waiver of these rules, nor vest rights in any other Owner to receive a payment plan at variance with the requirements set forth in these rules.
7. Legal Compliance. These payment plan rules are intended to comply with the relevant requirements established under Texas Property Code §209. In case of ambiguity, uncertainty, or conflict, these rules shall be interpreted in a manner consistent with all such legal requirements.

#### **POLICY #39:**                      **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. Absentee and Electronic Ballots. Any absentee ballot must contain notice language as required by state law. Any absentee or electronic ballot will be counted for quorum purposes only for items appearing on the ballot. Any vote cast at a meeting of the Association will supersede any absentee ballot or electronic ballot submitted by the Owner for that proposal. Any vote cast by absentee or electronic ballot will not be counted if the proposal voted on differs from the exact language on the absentee or electronic ballot.

#### **POLICY #40:**                      **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 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, in response to returned email or otherwise. The Association may require Owners to sign up for a group email, email list serve, utilize any Association website for email registration or updates, 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 update must be made through any Association website if such service is available, otherwise notice must be in writing and delivered to the Association's managing agent by fax, mail, or email. The notice 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 the Owner's email in the records of the Association.

Exhibit "A"  
ARTICLES OF INCORPORATION  
OF  
THE PARK AT QUAIL CREEK  
HOME OWNER'S ASSOCIATION, INC.

FILED  
In the Office of the  
Secretary of State of Texas  
DEC 3 1971  
Bill Kimbrough  
Deputy Director, Corporations Division

In compliance with the requirements of the Texas Non-Profit Corporation Act, the undersigned, all of whom are citizens of the State of Texas and all of whom are above the age of twenty-one (21) years, have this day voluntarily associated themselves together for the purpose of forming a non-profit corporation and do hereby certify:

ARTICLE I

The name of the corporation is THE PARK AT QUAIL CREEK HOME OWNER'S ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II

The initial registered office of the Association is located at 5611 Adams Avenue in the City of Austin, Travis County, Texas, and Walter R. Carrington, whose address is the same, is hereby appointed the initial registered agent of this Association.

ARTICLE III

The duration of the corporation shall be perpetual.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association is a non-profit corporation, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area

within that certain tract of property described as:

A 37.24 acre tract out of the John Applegate Survey in Travis County, Texas, and being part of that certain tract conveyed to J. B. Rutland by deed as recorded in Volume 348, Page 210, of the Travis County Deed Records and being more particularly described as follows:

BEGINNING for reference at an iron pin in the westerly property line of Lamar Blvd. (Old U.S. 81);

THENCE N 61°-25' E., 824.39 feet to an iron pin and the POINT OF BEGINNING of the herein described tract;

THENCE N 29°-40' E., 696.08 feet to an iron pipe;

THENCE N 29°-34' E., 318.75 feet to an iron pipe in the southerly line of a tract conveyed to A. S. Neans as recorded in Volume 236, Page 297 of the Travis County Deed Records;

THENCE with the southerly line of the Neans tract the following two courses:

1. N 59°-57' W., 319.80 feet to an iron pipe;
2. N 59°-58' W., 985.00 feet to a point;

THENCE S 30°-02' W., 600.00 feet to a point;

THENCE S 59°-58' E., 719.13 feet to a point;

THENCE S 26°-40' W., 633.34 feet to a point on an easement for a power line as recorded in Volume 1209, page 66 of the Travis County Deed Records;

THENCE S 26°-49' W., 781.00' to a point on the northerly R.O.W. line of Rutland Drive, same point being also the northwest corner of a subdivision called "The Park at Quail Creek" as recorded in Book 56, Page 55 of the Travis County Deed Records;

THENCE along the northerly R.O.W. line of Rutland Drive, S 61°-42' E., 600.20 feet to a point;

THENCE N 26°-49' E., 772.64 feet to a point, same point being the northeasterly corner of the subdivision "The Park at Quail Creek";

THENCE along the same line past the aforesaid point, 208.95 feet to the POINT OF BEGINNING and containing 37.24 acres;

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose.

In furtherance of said purposes, this Association shall have the power to:

(A) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the aforesaid property and recorded or to be recorded in the Deed Records of Travis County, Texas, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein by reference as if set forth verbatim;

(B) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(C) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

(D) borrow money, and with the assent (by vote or written consent) of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(E) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(F) participate in mergers and consolidations with other non-profit corporations organized for the same purposes provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of each class of members;

(G) have and to exercise any and all powers, rights and privileges which a corporation organized under the Texas Non-Profit Corporation Act by law may now or hereafter have or exercise;

(H) annex additional residential property and common area provided that any such annexation shall have the assent of two-thirds (2/3) of each class of members.

## ARTICLE V

### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment by the Association.

## ARTICLE VI

### VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;
- or,
- (b) on January 1, 1977.

#### ARTICLE VII BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
<u>W. Carrington</u>	<u>4800 Ridge Oak, Austin, Texas</u>
<u>B. Behrens</u>	<u>9009 Pointer Lane Austin, Texas</u>
<u>Clyde Smith</u>	<u>9100 Balcones, Apt. 184, Austin, Texas</u>
<u>B. Johnson</u>	<u>4400 Andalusia, Austin, Texas</u>
<u>R. Bowers</u>	<u>8013 Hillrise, Austin, Texas</u>
<u>J. Starnes</u>	<u>2211 Richcreek, Apt. 108, Austin, Texas</u>
<u>F. Sullivan</u>	<u>6610 Highpoint, Austin, Texas</u>
<u>B. Clark</u>	<u>9005 Currywood, Austin, Texas</u>
<u>J. Mills</u>	<u>2501 Diggs, Austin, Texas</u>

At the first annual meeting the members shall elect three (3) directors for a term of one (1) year, three (3) directors for a term of two years, and three (3) directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect three (3) directors for a term of three (3) years.

#### ARTICLE VIII

##### DISSOLUTION

The Association may be dissolved with the affirmative vote of not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation association, trust or other organization to be devoted to such similar purposes.

#### ARTICLE IX

##### AMENDMENTS

Amendment to these Articles shall require the assent (by vote or written consent) of seventy-five percent (75%) of the entire membership.

#### ARTICLE X

##### FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers, and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Texas, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 3<sup>rd</sup> day of December, 1971.

[Signature]  
Austin, Texas  
Brady Behren  
Austin, Texas  
Jean Starnes  
Austin, Texas

THE STATE OF TEXAS

COUNTY OF TRAVIS

()  
()  
()

I, Linda Pierce, a Notary Public, do hereby certify that on this 3<sup>rd</sup> day of December, 1971, personally appeared before me, Walter Carrington, Brady Behren and Jean Starnes, who each being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators, and that the statements therein contained are true.

Linda Pierce  
Notary Public in and for Travis County,  
Texas  
LINDA PIERCE  
My Commission Expires June 1, 1973

Reference is hereby made to the Declaration and Bylaws noted in the "Document Reference" section on page one of this filing.

The Texas Business Organizations Code authorizes the Board of Directors of the Association to amend the bylaws of the association, and the board has voted to amend the bylaws as follows:

Section 7.01 (A) is hereby amended and restated to read as follows (to replace reference to "Common Area" with reference to "Properties"):

(A) adopt and publish rules and regulations governing the Properties and facilities, including the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

**After recording, please return to:**

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

Fileserver:CLIENTS:Park@QuailCreek:RuleAmendre2011Laws9-11v3.doc

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

Feb 24, 2012 04:40 PM

2012028374

GONZALESM: \$240.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

Copy of  
11-10-71

BY-LAWS  
OF  
THE PARK AT QUAIL CREEK  
HOME OWNER'S ASSOCIATION, INC

ARTICLE ONE  
NAME AND LOCATION

Section 1 01 The name of the corporation is THE PARK AT QUAIL CREEK HOME OWNER'S ASSOCIATION, INC., hereinafter referred to as the "Association".

Section 1 02 The initial registered office of the corporation shall be located at 5611 Adams Avenue in the City of Austin, Travis County, Texas, but meetings of members and directors may be held at such places within the State of Texas, County of Travis, as may be designated from time to time by the Board of Directors

ARTICLE TWO  
DEFINITIONS

Section 2 01 "Association" shall mean and refer to THE PARK AT QUAIL CREEK HOME OWNER'S ASSOCIATION, INC , its successors and assigns.

Section 2 02 "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association

Section 2 03 "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners

7358 867

Docl Records  
County, Texas

Section 2 04 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area

Section 2 05 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2 06 "Declarant" shall mean and refer to WALTER CARRINGTON/builder, INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 2 07. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Deed Records of Travis County, Texas.

Section 2 08. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

### ARTICLE THREE

#### MEETING OF MEMBERS

Section 3 01. Annual Meetings The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of eight o'clock P. M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday

Section 3 02 Special Meetings Special meetings of the members may be called at any time by the president or by the Board of

Directors, or upon written request of the members who are entitled to vote one-tenth (1/10) of all of the votes of the Class A membership

Section 3 03 Notice of Meetings Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days, out not more than 50 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as set out above.

Section 3 04 Quorum The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 3 05 Proxies At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

## ARTICLE FOUR

### BOARD OF DIRECTORS SELECTION TERM OF OFFICE

Section 4 01 Number The affairs of this Association shall be managed by a Board of nine (9) directors, who need not be members of the Association

Section 4 02 Term of Office At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years, and at each annual meeting thereafter the members shall elect three directors for a term of three years.

Section 4 03 Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor

Section 4 04 Compensation No director shall receive compensation for any service he may render to the Association However, any director may be reimbursed for his actual expenses incurred in the performance of his duties

Section 4 05 Action Taken Without a Meeting The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors

## ARTICLE FIVE

### NOMINATION AND ELECTION OF DIRECTORS

Section 5 01 Nomination Nomination for election to the

Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 5 02 Election Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE SIX

### MEETINGS OF DIRECTORS

Section 6 01 Regular Meetings Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 6 02 Special Meetings Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 6 03 Quorum A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

#### ARTICLE SEVEN

#### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7 01. Powers The Board of Directors shall have power to

(A) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof

(B) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations,

(C) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration,

(D) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors, and

(E) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 7 02 Duties It shall be the duty of the Board of Directors to

(A) cause to be kept a complete record of all its acts and

corporate affairs and to present a report thereof to the members at the annual meeting of the members, or at any special meeting when such report is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote

(B) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed,

(C) as more fully provided in the Declaration, to

(1) fix the amount of the monthly assessment against each Lot at least thirty (30) days in advance of each January 1st,

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each January 1st, and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due, or to bring an action at law against the owner personally obligated to pay the same, or both.

(D) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment,

(E) procure and maintain adequate liability and hazard insurance on property owned by the Association,

(F) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate,

(G) cause the Common Area to be maintained,

(H) cause the exterior of the dwellings to be maintained

ARTICLE EIGHT  
OFFICERS AND THEIR DUTIES

Section 8 01 Enumeration of Offices The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create

Section 8 02 Election of Officers The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 8 03 Term Each officer of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve

Section 8 04 Special Appointments The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine

Section 8 05 Resignation and Removal Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective

Section 8 06 Vacancies A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces

Section 8 07 Multiple Offices The offices of secretary and treasurer may be held by the same person. No person shall simultaneously

hold more than one of any of the other offices except in the case of special offices created pursuant to Section 8 04 of this Article

Section 8 08 Duties The duties of the officers are as follows

President

(A) The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(B) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(C) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members, keep the corporate seal of the Association and affix it on all papers requiring said seal, serve notice of meetings of the Board and of the members, keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(D) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board or Directors, shall sign all checks and promissory notes of the Association, keep proper books of account, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year, and shall prepare an

annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members

## ARTICLE NINE

### COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out the purposes of the Association.

## ARTICLE TEN

### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

## ARTICLE ELEVEN

### ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association monthly and special assessments which are secured to the full extent provided by law, by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may either (1) bring an action at law against

the Owner personally obligated to pay the same or (2) foreclose the lien against the property, or (3) both, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

## ARTICLE TWELVE

### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words "The Park at Quail Creek Home Owner's Association, Inc."

## ARTICLE THIRTEEN

### AMENDMENTS

Section 13 01. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of two-thirds (2/3) of the votes which members present in person or by proxy are entitled to cast, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 13 02 In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control, and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

## ARTICLE FOURTEEN

### MISCELLANEOUS

The fiscal year of the Association shall be the calendar year.

IN WITNESS WHEREOF, we, being all of the directors of the  
Park at Quail Creek Home Owner's Association, Inc , have hereunto set  
our hands this 3rd day of December, 1971

Walter D. Davis  
Brad Behrens  
Jean Starnes  
James Mills

Bob Clark  
Don Bowers  
Ired Sullivan  
Robert Johnson

THE STATE OF TEXAS 0

COUNTY OF TRAVIS 0

BEFORE ME, the undersigned authority in and for said County  
and State, on this day personally appeared Walter D. Davis, Brad Behrens,  
Jean Starnes, James Mills, Bob Clark, Don Bowers, Ired Sullivan, Robert Johnson,  
Clyde Smith  
known to me to be the persons whose names are subscribed to the foregoing  
instrument, and acknowledged to that they executed the same for the purposes  
and consideration therein expressed and in the capacities therein stated as  
the act and deed of said corporation

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3rd  
day of December, 1971

Linda Pierce  
Notary Public in and for Travis County,  
Texas  
LINDA PIERCE  
My Commission Expires June 1, 1973

CERTIFICATION

I, the undersigned, do hereby certify  
THAT I am the duly elected and acting secretary of the Park  
at Quail Creek Home Owner's Association, Inc , a Texas non-profit cor-  
poration, and,

THAT the foregoing By-Laws constitute the original By -Laws  
of said Association, as duly adopted at a meeting of the Board of Directors  
thereof, held on the 3rd day of December, 1971

IN WITNESS WHEREOF, I have hereunto subscribed my name  
and affixed the seal of said Association this 3rd day of December  
1971

Frank Johnson  
Secretary

51-4861

REC-3-1-3 137 \* 1250

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR

THE PARK AT QUAIL CREEK, SECTION ONE, PHASE ONE

THIS DECLARATION, made this 3<sup>rd</sup> day of December  
A.D. 1971, by WALTER CARRINGTON/builder, INC., hereinafter called  
"Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City  
of Austin, Travis County, Texas, which is described by metes and bounds  
as follows

10 75 acre tract out of the John Applegate Survey in Travis  
County, Texas, and being part of that certain tract conveyed  
to J B Rutland by deed as recorded in Volume 348, Page  
210, of the Travis County Deed Records and being more par-  
ticularly described as follows

Beginning for reference at an iron pin in the westerly property  
line of North Lamar (Old U.S. 81) at the northeasterly corner  
of the Rutland tract;

THENCE the following two courses

- 1 N 61°-25' W , 824 39 feet to an iron pin,
- 2 S 26°-49' W , 208 95 feet to the POINT OF BEGINN-  
ING of the herein described tract,

THENCE S 26°-49' W , 772.64 feet to a point in the northerly  
property line of Rutland Drive,

THENCE N 61°-42' W , 600 20 feet along the northerly pro-  
perty line of Rutland Drive,

THENCE N 26°-49' E , 781 00 feet to a point on an easement  
for a power line as recorded in Volume 1209, Page 66 of the  
Travis County Deed Records,

THENCE S 67°-19' E , 145 40 feet to a point,

THENCE S 49°-56' E , 133 07 feet to a point,

THENCE S 74°-45' E , 61 53 feet to a point,

THENCE S 59°-11' E , 265 67 feet to the POINT OF BEGINNING  
and containing 10 75 acres more or less,

DEED RECORDS  
Travis County, Texas

4219 1664

WHEREAS, Declarant desires to create thereon a residential community with permanent parks, playgrounds, open spaces, and other common facilities for the benefit of the said community, and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces and other common facilities, and to this end, desires to subject the property herein described to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community, to create a Home Owner's Association to which should be delegated and assigned the powers of maintaining, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created,

NOW, THEREFORE, Declarant hereby declares that all of the properties herein described shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof

#### ARTICLE I

##### DEFINITIONS

Section 1 "Association" shall mean and refer to THE PARK AT QUAIL CREEK HOME OWNER'S ASSOCIATION, its successors and assigns

Section 2 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. "Owner" and "Member" are used interchangeably throughout this document.

Section 3 "Properties" shall mean and refer to that certain real property hereinbefore described, and such annexations and additions thereto as may be brought within the jurisdiction of the Association.

Section 4 "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows.

All of that land described in the first Whereas paragraph of this instrument, SAVE AND EXCEPT (a) the dedicated street, and (b) all residential lots

Section 5 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 6 "Declarant" shall mean and refer to WALTER CARINGTON/builder, INC., its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7 "Member" shall mean and refer to every person or entity who holds membership in the Association.

ARTICLE II  
PROPERTY RIGHTS IN THE COMMON AREA

Section 1   Owner's Easements of Enjoyment   Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be apurtenant to and shall pass with the title to every Lot, subject to the following provisions

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area and to limit the number of guests of members,

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed 60 days for any infraction of its published rules and regulations,

(c) the right of the Association to dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication, sale or transfer has been recorded,

(d) the right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said Common Properties and the rights of such mortgagee in said Common Properties shall be subordinate to the rights of the home owners hereunder. No such action shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such action has been recorded

(e) the right of individual owners to the exclusive use of parking spaces as provided in Section 3 of this Article

Section 2 Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property

Section 3 Ownership of each Lot shall entitle the Owner or Owners thereof to the use of not more than one automobile parking space, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. - The Association shall permanently assign one automobile parking space for each residence

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1 Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2 The Association shall have two classes of voting membership, which shall be

Class A. Class A Members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B

Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier

- (a) when the total votes outstanding in the A Membership equal the total votes outstanding in the Class B Membership,
- or,
- (b) on January 1, 1977

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1    Creation of the Lien and Personal Obligation or Assessments    The Declarant, for each Lot owned within the Properties, except those exempt under Section 10 of this Article, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) monthly assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The monthly and special assessments, together with interest, costs, and reasonable attorney's fees, shall, to the full extent permitted by law, be a charge on the land and a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

Section 2    Purpose of Assessments    The assessments levied

by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties

Section 3 Maximum Monthly Assessment Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment shall be Twenty Nine and No/100 (\$29 00) Dollars, per Lot per month

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the monthly assessment at an amount not in excess of the maximum

Section 4 Special Assessments for Capital Improvements In addition to the monthly assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal

property related thereto, PROVIDED that any such assessment shall have the assent of two-thirds ( $2/3$ ) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Uniform Rate of Assessment. Both monthly and special assessments must be fixed at a uniform rate for all Lots, provided, that, the monthly rate for the uninhabited Lots owned by Declarant shall be fixed at one-third ( $1/3$ ) the assessment rate for the other Lots.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 4 Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 15 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ( $1/2$ ) of the required quorum at the preceeding meeting. No subsequent meeting shall be held more than 60 days following the preceeding meeting.

Section 7. Date of Commencement of Monthly Assessments. Due Dates. The monthly assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area, and shall continue for each of the months remaining in the calendar year. The Board of Directors shall fix the amount of the monthly assessment against each Lot at least thirty (30) days before each January 1st. Written notice of the monthly assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board.

of Directors The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid

Section 8 Effect of Nonpayment of Assessments Remedies of the Association Any assessment not paid on the date when due, shall be immediately delinquent and shall, together with such interest and cost of collection as is hereinafter provided, immediately become a continuing lien on the property which shall, to the full extent permitted by law, bind such property in the hands of the then owner, his heirs, devisees, personal representatives, successors and assigns. If the assessment is not paid within thirty (30) days after the due (delinquent) date, the assessment shall bear interest from the due (delinquent) date at the rate of six percent (6%) per annum, and the Association may either (1) bring an action at law against the Owner personally obligated to pay the same, or (2) foreclose the lien against the property, or (3) both, and, in either event, there shall be added to the amount of such assessment, interest as provided and all costs of collection, including reasonable attorney's fees No owner may waive or otherwise escape liability for the assessments provided for herein for non-use of the Common Area or abandonment of his Lot

Section 9 Subordination of the Lien to Mortgages The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage Sale or transfer of any Lot shall not affect the assessment lien However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof No

extinguishment of the lien shall relieve the delinquent Lot Owner from his personal obligation and liability therefor

Section 10 Exempt Properties The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein

- (a) all properties dedicated and accepted by any local governmental authority and devoted to public use,
- (b) all Common Area as defined in Article I, Section 4 hereof,
- (c) all additional Common Area which may be acquired through annexation

#### ARTICLE V

#### ANNEXATION OF ADDITIONAL PROPERTIES

Section 1 Annexation of additional property, except as provided in Section 2 of this Article, shall require the assent of two-thirds (2/3) of each class of members, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceeding meeting. No such subsequent meeting shall be held more than 60 days following the preceeding meeting.

Section 2 If, within five (5) years of the date of incorporation

of this Association, the Declarant should develop additional lands within the area described on Exhibit "A" which is attached hereto and made a part hereof, such additional lands may be annexed to said properties by the Declarant without the consent of members provided that the FHA and VA determine that the annexation is in accord with the general plan heretofore approved by them, provided, however, that nothing herein shall be construed to require Declarant to annex additional lands

## ARTICLE VI

### PARTY WALLS

Section 1    General Rules of Law to Apply    Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a Party Wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or wilful acts or omissions shall apply thereto

Section 2    Sharing of Repair and Maintenance    The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use

Section 3    Destruction by Fire or Other Casualty    If a Party Wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use of the wall without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions

Section 4 Weather-proofing Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements

Section 5 Right to Contribution Runs with Land The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the Land and shall pass to such Owner's successors in title

Section 6 Arbitration In the event of any dispute arising concerning a Party Wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators and shall be binding on all parties to the dispute

## ARTICLE VII

### ARCHITECTURAL CONTROL

Section 1 Review by Committee No structure, whether residence, accessory building, tennis court, swimming pool, antennae (on a structure or on a Lot), flag poles, fences, walls, house numbers, mail boxes, exterior lighting, or other improvements, shall be constructed and maintained upon any Lot and no alteration or repainting to the exterior of a structure shall be made unless complete plans, specifications, and Lot plans therefor, showing the exterior design, height, building material, and color scheme thereof, the location of the structure plotted horizontally and vertically, the location of driveways, fencing, and the grading plan shall have been submitted to and approved in writing by the Architectural

Control Committee, and a copy of such plans, specifications, and lot plans as finally approved, deposited with the Architectural Control Committee

Section 2 The Architectural Control Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on lands within the Properties conform to and harmonize with the existing surroundings and structures

Section 3 Procedures The Architectural Control Committee shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within thirty (30) days after requests have been submitted, approval will be presumed, and this Article will be deemed to have been fully complied with

Section 4 The Architectural Control Committee shall maintain written records of all applications submitted to it and of all actions taken

Section 5 A majority vote of the Architectural Control Committee is required for approval of proposed improvements.

Section 6 The Architectural Control Committee shall not be liable in damages to any person submitting requests for approval or to any Owner within the Properties by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any such requests

Section 7 Members The Architectural Control Committee shall consist of three (3) members designated by the Declarant until the first meeting of the Board of Directors following the first annual meeting of the Association. At such first meeting, the Board of Directors shall appoint three (3) persons who shall serve as the Architectural Control Committee

ARTICLE VIII  
EXTERIOR MAINTENANCE

Section 1 In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE IX  
COMMON SCHEME RESTRICTIONS

Section 1 The following restrictions are imposed as a common scheme upon each Lot and all Common Areas for the benefit of each other Lot and Common Areas, and may be enforced by any Lot Owner or the Association.

Section 2 No garbage, refuse, rubbish, or cuttings shall be deposited on any Street, Road, or Common Areas, nor on any Lot unless placed in a suitable container and in a location designated therefor.

Section 3 No building material of any kind or character shall be placed upon any Lot except in connection with construction approved as herein provided. As soon as building materials are placed on any Lot in such connection, construction shall be promptly commenced and diligently prosecuted to conclusion.

Section 4 No clothes lines, drying yards, service yards, wood piles or storage areas shall be located so as to be visible from a street, road or any Common Area

Section 5 No animals or poultry shall be kept within the Properties except for ordinary household pets belonging to the Owner or Owners, PROVIDED, HOWEVER, that such pets shall be kept within the confines of the Owner's Lot or on a leash when outside, and shall not be kept or used for commercial purposes

Section 6 No used or previously erected or temporary house, structure, house trailer, structure designed as a mobile home, or any other non-permanent out building shall ever be placed, erected or allowed to remain on the Properties except during the construction period

Section 7 Boats and campers shall be parked only in an area specifically designated therefor by the Association

Section 8 Trucks and commercial vehicles shall not be allowed to remain on the Properties, however, this restriction shall not restrict trucks or commercial vehicles making pickups or deliveries to or in the Properties, nor shall this restriction restrict trucks or commercial vehicles which are necessary for construction or maintenance of the Properties

## ARTICLE X

### GENERAL PROVISIONS

Section 1 Enforcement The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now

or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2 Severability Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3 Amendment The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. During the first thirty (30) years following recordation hereof, this Declaration may be amended by an instrument signed by eighty percent (80%) of the then owners of the lots, agreeing to such amendment, and thereafter, by an instrument signed by not less than two-thirds (2/3) of the Lot Owners. To be valid, any such amendment must be recorded.

Section 4 FHA/VA Approval. As long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, mortgaging of the Common Area and amendment of this Declaration or Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 3rd day of December

1971

(NO SEAL)

WALTER CARRINGTON/Builder, INC

By

  
President

51-4877

THE STATE OF TEXAS       ()  
                                  ()  
COUNTY OF TRAVIS       ()

Before me, the undersigned authority, on this day personally appeared WALTER R CARRINGTON, President of Walter Carrington/ builder, Inc , known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3<sup>rd</sup>  
day of December, 1971

NOTARY SEAL

Linda Pierce  
Notary Public in and for Travis County,  
Texas

— LINDA PIERCE  
My Commission Expires June 1, 1973

## EXHIBIT "A"

51-4878

A 37 24 acre tract out of the John Applegate Survey in Travis County, Texas, and being part of that certain tract conveyed to J B Rutland by Deed as recorded in Volume 348, Page 210 of the Travis County Deed Records and being more particularly described as follows

BEGINNING for reference at an iron pin in the westerly property line of Lamar Blvd (Old U S 81),

THENCE N 61°-25' W 824 39 feet to an iron pin and the POINT OF BEGINNING of the herein described tract,

THENCE N 29°-40' E , 696 08 feet to an iron pipe,

THENCE N 29°-34' E , 318 75 feet to an iron pipe in the southerly line of a tract conveyed to A S Neans as recorded in Volume 230, Page 297 of the Travis County Deed Records,

THENCE with the southerly line of the Neans tract the following two courses

- 1 N 59°-57' W , 319 80 feet to an iron pipe,
- 2 N 59°-58' W , 985 00 feet to a point,

THENCE S 30°-02' W , 600 00 feet to a point,

THENCE S 59°-58' E , 719 13 feet to a point,

THENCE S 26°-40' W , 633 34 feet to a point on an easement for a power line as recorded in Volume 1209, Page 66 of the Travis County Deed Records,

THENCE S 26°-49' W , 781 00 feet to a point on the northerly R.O W line of Rutland Drive, same point being also the northwest corner of a subdivision called "The Park at Quail Creek" as recorded in Book 56, Page 55 of the Travis County Deed Records,

THENCE along the northerly R O W. line of Rutland Drive, S 61°-42' E , 600 20 feet to a point,

THENCE N 26°-47' E , 772 64 feet to a point, same point being the northeasterly corner of the subdivision "The Park at Quail Creek",

THENCE along the same line past the aforesaid point, 208 95 feet to the POINT OF BEGINNING and containing 37 24 acres

STATE OF TEXAS  
COUNTY OF TRAVIS  
I hereby certify that this instrument was FILED on the  
date and at the time stamped hereon by me and was duly  
RECORDED in the volume and page of the INDEXED RECORDS  
of Travis County, Texas as stamped hereon by me on

DEC 8 1971



*Donna R. Thompson*  
COUNTY CLERK  
TRAVIS COUNTY TEXAS

FILED  
DEC 3 11 25 AM '71  
*Donna R. Thompson*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

4219 1681

ANNEXATION OF THE PARK AT QUAIL CREEK, SECTION TWO,  
 AND  
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
 FOR  
 THE PARK AT QUAIL CREEK, SECTION TWO

WITNESS this Declaration, made this the 18 day of August, 1972,  
 by WALTER CARRINGTON/BUILDER, INC, hereinafter called "DECLARANT"

WHEREAS, Declarant is the owner of certain property in the City of  
 Austin, Travis County, Texas, which is known as The Park at Quail Creek,  
 Section Two, and is described by metes and bounds as follows

A tract of land containing 9.13 acres out of the John Applegate  
 Survey, Travis County, Texas, said tract being a portion of  
 that tract conveyed to Jerry Wallace by Deed recorded in the  
 Deed Records of Travis County, Texas, Volume 3691, Pages  
 910-924, said tract being a proposed subdivision to be known  
 as the Park at Quail Creek Section Two, and being more par-  
 ticularly described as follows:

BEGINNING for reference at an iron pin found in the north-  
 easterly right-of-way line of Rutland Drive, said iron pin  
 also being the southwesterly corner of The Park at Quail  
 Creek Amended, a subdivision as recorded in the Plat Re-  
 cords of Travis County, Texas, Book 59, Page 41,

THENCE N 26°-49' E, 781.00 feet along the northwesterly  
 line of said Park at Quail Creek Amended to the Point of  
 Beginning of the herein described tract,

THENCE through the interior of said Jerry Wallace tract  
 the following four (4) courses

1. N 26°-49' E, 633.76 feet to an iron pin found,
2. S 59°-45' E, 200.00 feet to a point,
3. N 74°-55' E, 65.00 feet to a point,
4. S 60°-22' E, 375.67 feet to a point in the  
 northwesterly line of a tract conveyed to Arthur  
 Pihlgren, et al, by Deed recorded in Volume  
 3691, Page 943 of the Travis County Deed Records,

THENCE along the northwesterly line of said Pihlgren tract  
 S 29°-41' W, 404.50 feet to an iron pipe found,

THENCE S 26°-49' W , 206 70 feet to the most easterly corner of said Park at Quail Creek Amended,

THENCE along the northeasterly line of said Park at Quail Creek Amended the following four (4) courses

1. N 59°-41' W , 265 67 feet to a point,
2. N 74°-45' W., 61 53 feet to a point,
3. N 49°-56' W , 133 07 feet to a point,
4. N 67°-19' W , 145 40 feet to the POINT OF BEGINNING and containing 9 13 acres

WHEREAS, Declarant desires to create thereon a residential community with permanent parks, playgrounds, open spaces, and other common facilities for the benefit of said community, and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces and other common facilities, and to this end, desires to subject the property herein described to the covenants, restrictions, easements, charges and liens, hereinafter described, each of which is for the benefit of said property and each owner thereof, and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community, to create a Home Owner's Association to which should be delegated and assigned the powers of maintaining, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created,

NOW, THEREFORE, Declarant hereby declares that all the properties herein described shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions as described and established by the Declaration of Covenants, Conditions and Restrictions of record in Volume 4219, Pages 1664 through 1681, inclusive, Deed Records of Travis County, Texas, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part

66-9743

thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof,

Within the provisions of Section 2 , Article V, of the aforescribed Declaration of Covenants, Declarant hereby annexes the aforescribed tract to be known as The Park at Quail Creek, Section Two, containing 9 13 acres of land, being a part of the 37 24 acre tract out of the John Applegate Survey described in Exhibit "A" of the aforescribed Declarations

Declarant further declares that all of the property in The Park at Quail Creek, Section Two, shall be held, sold, and conveyed subject to the easements, restrictions, covenants and conditions described in the Declaration of Covenants of record in Volume 4219, Pages 1664 through 1681, Deed Records of Travis County, Texas, and/or shown on the plat of the Section Two, all of which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

The common area in The Park at Quail Creek, Section Two, to be owned by the Association will be Block A, save and except Lots 1 through 16, Block B, save and except Lots 1 through 24, Block C, save and except Lots 1 through 16, Block D, save and except Lots 1 through 16, Block E, save and except Lots 1 through 16, and Block F Prior to the conveyance of a lot in a particular block, the common area of such block will be conveyed to the Association Block F will be conveyed to the Association prior to the conveyance of any lot in The Park at Quail Creek, Section Two

All other terms and conditions contained in the Declaration of Covenants, Conditions and Restrictions for The Park at Quail Creek not

66-9744

in conflict with this Declaration and Annexation are hereby ratified and affirmed.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this the 18 day of August, 1972.

66-9745

WALTER CARRINGTON/BUILDER, INC

(NO SEAL)

By [Signature]  
Walter R. Carrington, President

APPROVAL BY FHA AND VA

[Signature] 9/13/72

FOR THE LAND DEVELOPMENT AND

We hereby certify that the plans and specifications for the improvements of The Park at Quail Creek, Section Two, a subdivision in Travis County, Texas, have been examined and are in accordance with the general plan heretofore approved. Annexation of The Park at Quail Creek, Section Two, is hereby given approval.

SECRETARY OF HOUSING AND URBAN DEVELOPMENT  
acting by and through the FEDERAL HOUSING  
COMMISSIONER

By [Signature]

Authorized Agent FINNIS E. JOLLY Director  
San Antonio HUD Area Office

VETERANS' ADMINISTRATION

By [Signature]

THE STATE OF TEXAS   ()  
                                  ()  
COUNTY OF TRAVIS   ()

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Walter R. Carrington, President of Walter Carrington/Builder, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18 day of August, 1972

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

**AMENDMENT TO RULES AND REGULATIONS  
OF  
THE PARK AT QUAIL CREEK HOME OWNER'S ASSOCIATION, INC.**

*[Regarding transfer fees]*

**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 supplements and amendments, the "**Declaration**").

Reference is further made to those certain Amended and Restated Rules and Regulations, filed as Document No. 2012028374 in the Official Public Records of Travis County, Texas (together with any amendments thereto, the "**Rules**").

The owners of lots subject to the Declaration are automatically made members of The Park at Quail Creek Home Owner's Association, Inc. (the "**Association**");

The board of directors (the "**Board**") of the Association is authorized to adopt and amend rules and regulations for the Association and has previously adopted the Rules;

The Board desires to amend the Rules as provided herein;

Therefore, the Rules are amended as follows:

**1. By ADDING a new Policy #40 ("Transfer Fees"), to read in its entirety as follows:**

**"Policy #40: Transfer Fees**

In addition to fees for issuance of a resale certificate and any updates or re-issuance of the resale certificate, transfer fees in the amount of \$500 are due upon the sale of any property. Transfer fees may be altered by the Board from time to time by resolution. It is the purchaser'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 owner's account accordingly. The Association may require payment in advance for issuance of any resale certificate or other transfer-related documentation.

If a resale certificate is not requested and a transfer occurs, all fees associated with association record updates related to the transfer will be the responsibility of the new owner and may be assessed to the lot'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, to the maximum extent allowed by law. Fees may include working capital or reserve funding fees, resale certificate fees, resale certificate update fees, rush fees, and other such fees."

Subject solely to the amendments provided above, the Rules remain in full force and effect.

AGREED TO and ADOPTED this 28<sup>th</sup> day of April, 2014.

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

Acting by and through its Board of Directors

H.C. Wallace  
NAME: H.C. WALLACE  
TITLE: President

**Acknowledgement**

STATE OF TEXAS §

COUNTY OF Travis §

This instrument was acknowledged before me on the 28th day of April, 2014,  
by H.C. Wallace in the capacity stated above.

Bridget S. Martin  
Notary Public, State of Texas

**After recording, please return to:**

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



Fileserver:CLIENTS:Park@QuailCreek:RuleAmendTransferFeeEF4-14.doc



**FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS**

*Dana Debeauvoir*

DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

May 14 2014 01:16 PM

FEE: \$ 30.00 2014069445