

PSPP OWNERS ASSOCIATION, INC.
Rules and Regulations

POLICIES IN GENERAL. Our Association has adopted the following rules to help maximize enjoyment, maintain values and assure the continued aesthetic beauty of our community. The rules apply to all owners and their families, tenants and guests. You are encouraged to ask your neighbors to follow the rules.

CITY ORDINANCES. Owners and their families, tenants, guests, invitees, contractors and agents shall comply with all applicable governmental ordinances, as well as these policies.

COMMUNICATIONS. Please direct any repair requests, complaints or rule violations to _____, Austin, Texas _____, telephone: (512) _____ - _____.

ENFORCEMENT. The rules will be strictly enforced. If the rules are violated by any occupant or guest of the owner's unit, the owner will be responsible for corrective action, damages and fines.

Policies Applicable to All Owners,
Occupants and Guests

1. *Security, safety and lighting.* Neither the Association nor the Association's management company provides or warrants security. Each occupant is responsible for his own security and that of his family and guests.

Occupants are requested to immediately 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 owners and residents to notify the Association's managing agent when lights are burned out or insufficient in some manner. Occupants must assume that electronic or mechanical devices may malfunction from time to time.

2. *Storage of property in common areas.* No property may be stored temporarily or permanently on general common areas. Management company employees and service personnel, board members and persons designated by them may remove and throw away any property stored in violation of this rule.

3. *Property inside dwellings.* The Association has the right and the responsibility to control the visual attractiveness of the property, including the right to require removal of objects which are visible from the common area and which detract from the property's appearance.

4. *No clothes drying outside residence.* Clothes or other items must be dried inside a residence. Items being dried outside in violation of this rule may be removed and disposed of without prior notice by any Board member or management representative.

5. *Trash.* Trash, rubbish or debris shall not be left or deposited, even temporarily, on any general common areas.

6. *Animals.* No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic animals will be allowed within the general common area unless confined to a leash. No animal may be boarded for hire or remuneration on the property, and no kennels or breeding operation will be allowed. No animal shall be allowed to run at large. Animals which are permitted shall be kept on a leash or within the Owner's Unit or limited common area assigned thereto. Leashes must be held by a person who can control the animal at all times. The Owner of an animal has the responsibility to immediately clean up after such animals have defecated in general common areas.

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

Unit owners shall be liable for damage caused to general common area by animals of the owner or the owner's tenants or guests. The Unit owner and the owner's tenants and guests shall be responsible for immediate removal of pet defecation from general common areas if "accidents" occur while walking their pet.

8. *Window coverings.* No foil or other material objectionable in the reasonable judgment of the Board of Directors shall be placed in or next to any window or glass door. Burglar bars may not be installed.

9. *Noise.* Unit owners and occupants shall refrain from playing radios, televisions, stereos and other electrical or mechanical devices so loudly that they may be heard outside their dwelling.

10. *Nuisances.* No unsafe, noxious, offensive or illegal activity or odor is permitted on the Property. No activity shall be conducted on the Property which in the judgment of the Board of Directors might reasonably be considered as annoying to neighbors of ordinary sensibilities, or might be reasonably calculated to reduce the desirability of the Property. No person may do anything that will increase insurance rates for the Property, or which may cause such improvements to be uninsurable or which may cause any policy to be canceled, suspended or materially modified by the issuing company without the prior written consent of the Board.

Sports such as soccer, kickball, dodgeball, and basketball goals, etc. are not permitted anywhere in the general common areas.

11. *Children.* Each owner is responsible for the conduct of children who are occupants or guests in his dwelling. Children under the age of 9 years may not be left in a Unit without a person over the age of 12 who is present and responsible for the child. No children's toys may be left outside overnight in the general common areas. Residents of a unit are encouraged to exercise care to inspect windows, screens, locks and latches to make sure they are in good working order and are being used properly to protect children visiting or living in the unit.

12. *Vehicle repair.* Vehicles must be serviced or repaired off the Property. Vehicles which have expired license plates, expired inspection stickers, flat tires or which are obviously inoperable due to missing parts are prohibited and must be removed from the Property at the owner's expense. Such vehicles must be removed from the property immediately upon notice from any Board member or management representative.

13. *Parking.*

a. Parking of vehicles, motorcycles and bicycles in grass areas, dirt areas, flower beds or sidewalks is prohibited. Owners and occupants shall park vehicles in their respective assigned places.

b. No vehicles may be parked or unattended in such a manner as to block the passage of other vehicles on the streets or in driveways to the Property. No vehicle shall be left parked and unattended, in the street, along the curb or in driveway areas in such a manner as to prevent the ingress and/or egress of emergency vehicles (i.e., fire, EMS) or service vehicles (i.e., refuse trucks). No inoperable vehicle may be stored on the Property.

c. No boats may be parked on the Property at any time.

d. Motorcycles and bicycles may not be parked on balcony walkways, underneath stairwells or on patios. Bicycles must be stored inside the Unit.

e. Handicap parking signs must be honored. Handicap spaces may be assigned to persons who are not handicapped. In such event, the handicap space may be reassigned to a Unit Owner legally entitled to and requiring the handicap space. Then, the parking space previously assigned to the handicap Unit Owner shall be reassigned to the Unit Owner who is relinquishing the handicap space. In no event will the Unit Owner that is relinquishing the handicap space be obligated to do so without an alternate parking space being reassigned to that Unit Owner.

f. Parking space shall be assigned, and may be reassigned between Unit Owners with the express prior written acknowledgment of the Management Company.

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

15. *Towing illegally parked vehicles.* Vehicles parked in violation of these rules may be removed and stored without permission of the vehicle's owner or operator. Notice and removal shall be in accordance with Chapter 684 of the Texas Transportation Code (formerly article 6701g-2). A Unit owner is liable for all costs of towing illegally parked vehicles of the Unit owner, his family, guests or tenants.

16. *Criminal activity.* While on the Property, no person may violate any criminal laws, health codes or other applicable laws. No tampering with water, lighting, timers, sprinklers, pool equipment or other facilities located within the general common area is allowed.

17. *Common area modifications.* No owner may construct, alter, modify, landscape, trim or otherwise perform any work whatever upon any of the general common areas, without the prior written approval of the Association.

18. *Common area repairs.* If any general common area (for example, entry gate, common wastewater disposal system, etc.) is in need of repair or maintenance, you are requested to contact the Association's management company immediately and leave a message about what needs to be fixed. This is especially important if exterior lighting or the automatic closing and latching devices on the general common area gates and/or doors are malfunctioning.

19. *Fines and damage charges.*

(a) The Board may assess fines against an Owner for violations of restrictions or standards of conduct contained in the Declaration or Association rules which have been committed by an Owner, an occupant of the Owner's Unit, or the Owner or occupant's family, guests, employees, contractors, agents or invitees. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owner.

(b) The Board may assess damage charges against an Owner for pecuniary loss to the Association from property damage or destruction of general common area facilities located thereon by the Owner or the Owner's family, guests, agents, occupants, or tenants.

(c) The Association manager shall have authority to send notices to alleged violators, informing them of their violations and asking them to comply with the rules and/or informing them of potential or probable fines or damage assessments. The Board may from time to time adopt a schedule of fines.

(d) The procedure for assessment of fines and damage charges shall be as follows:

- (1) the Association, acting through an officer, Board member or managing agent, must give the Owner notice of the fine or damage charge not later than 30 days after the assessment of the fine or damage charge by the Board;
- (2) the notice of the fine or damage charge must describe the violation or damage;
- (3) the notice of the fine or damage charge must state the amount of the fine or damage charges;
- (4) the notice of a fine or damage charge must state that the Owner may, not later than 30 days after the date of the notice, request a hearing before the Board to contest the fine or damage charge; and
- (5) the notice of a fine must allow the Owner a reasonable time, by a specified date, to cure the violation and avoid the fine unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months.

(e) Fine and/or damage charges are due immediately after the expiration of the 30-day period for requesting a hearing. If a hearing is requested, such fines or damage charges shall be due immediately after the Board's decision at such hearing, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing.

(f) The minimum fine for each violation shall be set by the Board.

20. *Late charges.* The charge for each late payment of money to the Association shall be a one-time \$20 charge if monies due are received after the 10th of the month in which the payment is due. The purpose of the late charge is to cover the administrative costs and overhead of collection (excluding attorney's fees). After the due date, interest shall run on unpaid sums due the Association at the rate of 18% per year compounded annually.

21. *Returned checks.* The charge for a returned check is \$25 plus bank charges incurred by the Association.

22. *Delinquencies.* The Board and/or management may disclose in newsletters and by other means, the names of owners who are delinquent in any sums due the Association, the amount of the delinquencies, and the names of violators and disciplinary action taken against Unit owners.

23. *Fees for special services.* Fees chargeable to Owners for special services (such as furnishing resale certificates, eligibility certificates, copies of declarations, copies of information sent to mortgagees, copies of accounting records, etc.) shall be set by the Board from time to time.

24. *Change of address.* Owners shall keep the Association timely informed of their current addresses.

25. *Names and addresses of tenants.* Owners shall notify the Association of current names, addresses and telephone numbers of tenants of their respective Units.

26. *Name and address of new Owners.* An Owner may not sell or convey his Unit unless all amounts due and owing to the Association are paid in full. If an Owner sells, conveys or transfers his Unit

without paying all amounts due and owing to the Association, the Seller of such Unit shall remain liable for all such sums. If an Owner sells or transfers ownership of his Unit and fails to notify the Association of the sale, the seller of such Unit shall continue to be liable for the assessments accruing after the sale or transfer until such time as the selling or transferring Owner notifies the Association in writing of the name and address of the new Owner.

27. *Exterior construction and improvements.* Outbuildings, fences, exterior modifications, exterior colors and other exterior improvements are strictly prohibited or strictly regulated by the Declaration. Owners must obtain written approval in accordance with the Declaration before making such improvements.