

THE ARBORS CONDOMINIUMS HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS OF THE ARBORS OWNERS ASSOCIATION (March 2005)

The Following rules and regulations have been extracted from Austin City Ordinances and The Arbors Condominium Declaration and By-laws. The Declaration and By-laws create and give authority to its Board of Directors. These papers are on file with and approved by the Secretary of State. The Homeowners Association has the authority to impose fines, enter the unit to correct violations, or request eviction.

1. LEASING

Any owner wishing to lease their residence must execute a lease agreement in writing and make certain that it is subject in all respects to the provisions of the Declaration and By-Laws of the Arbors Owners Association and the Rules and Regulations of the Arbors Owners Association. A copy of the Rules and Regulations of The Arbors Owners Association must be attached (acting as an addendum) to the lease agreement and the renter must be provided their own copy by the owner. The Owner must provide the Board of Directors with a letter stating that the tenants have been provided a copy of the rules and regulations with their lease within 10 days of signing a lease with a tenant. Failure to do so will result in fines in accordance with the fining policy listed below.

2. PETS

No animal other than the usual small household pet may be kept in the complex. In accordance with the City of Austin Pet Ordinance 3-3-7, **all pets will be restrained by a leash when outside.** All animals must be vaccinated regularly and display the appropriate tags. **Pet owners are required to collect the waste matter deposited by their pets and to dispose of it properly.** Maximum fine of \$500.00 from the City of Austin. The Board may impose fines of up to \$25.00 per day for continued violations. The Board shall also have the right to direct the removal of any pet, which causes a continued disturbance or annoyance to other residents.

3. COMMUNITY APPEARANCE

Owners and residents are reminded that no homeowner may alter, construct or remove

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anything from the common elements. No owner or tenant may change or modify the exterior appearance of the units, **including the landscaping**. Children are not allowed to write or mark on sidewalks, building walls or other surfaces.

All common areas (walkways, stairways, covered parking, covered parking storage areas, etc.) must be kept free from obstruction or from any activity which would interfere unreasonably with the use and occupancy of the Condominium by other owners and residents.

The following restrictions are placed into effect:

- a. No driveway, public parking area, walkway, stairway or stairwell, or any other common area, shall be obstructed in any way, nor shall any owner or resident store or cause to be placed any object in such areas.
- b. Residents may not attach any item(s) to the walls outside of the units, or to the edges or railings of the balconies. Also no clothing, swimsuits, towels or bedding are permitted to be hung outside on patios or stairways.

The following are exceptions:

- (1) Owners / residents may place upon their balconies or patios a limited number of patio furniture items and plants as deemed desirable, provided that the Board of Directors of The Arbors Owners Association shall have the right at any time to direct removal of any item or items, which the Board believes to be unsafe or detract(s) from the general appearance of the complex. No items, including plants may be placed on the second story balcony railings.
- c. No trash bags, bins or containers may be left outside units. All trash must be deposited in the dumpsters provided within the complex.
- d. No lewd or excessively noisy, or otherwise offensive conduct will be permitted within the complex.
- e. Firearms and fireworks may not be discharged within the complex.
- f. No signs, notices, or advertisements shall be posted around the complex, including the mailbox area, with the exception of the bulletin board in the laundry room.
- g. Bar-b-queing or grilling is prohibited on or under wood balconies by city ordinance.

4. WINDOWS

Any window replacement on an individual unit must be submitted to the Arbors Homeowners' Association for approval before installation. The bronze or brown-

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framed windows are the only approved colors.

Do not block windows with cardboard, tin foil, bed sheets or colored draperies. **The Arbors Owners Association By-Laws and Declaration do not permit that any signs, signal, illumination, advertisement, notice or any other lettering or equipment be exhibited, inscribed, painted, affixed, or exposed on or at any window or any part of the outside of the building.** Objects such as books, collections of objects, signs or built in shelves may not be displayed in windows.

No signs of any type may be displayed in any window or doorway in The Arbors Condominiums. No signs are allowed on the grounds without approval from the Board of Directors.

5. SWIMMING POOL

THE POOL CLOSSES AT 11:00 P.M. No children under 12 years of age shall be permitted to use the pool unless accompanied by an adult. Glass bottles and containers are not permitted inside the pool enclosure. Running around the pool is not permitted. Residents are encouraged to be mindful of others and to restrict the use of floats and rafts during those hours of heavy use. Pool rules are displayed in pool area. Residents and their guests assume all risks involved when using the pool. The pool is reserved for owners, residents and their guests only. **Resident or owner must accompany guests.** Please notify Management or Board Members any time unauthorized usage of the pool is suspected.

State health regulations prohibit dogs from being in the pool. Further, dogs are not permitted in the pool enclosure area. An emergency telephone is located in the laundry room on the west side of the clubhouse.

Please note that children in diapers are not allowed in the pool.

6. LAUNDRY

Please do not dry or air laundry, clothes rugs or bedding anywhere outside the units. This includes draping towels or swimming attire over the patio fences. **Because The Arbors was constructed without adequate plumbing for full size washers and dryers in the units, the Board has determined that only apartment size washers and dryers may be installed in the units. Only licensed plumbers and electricians will be approved for appliance installations. Plans and specifications must be submitted to the Board of Directors for approval prior to any appliance installation that will modify the**

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plumbing or electrical system. Dryers must be vented to the exterior of the building. No venting into the attic or between floors will be allowed.

7. LAUNDRY ROOM

All residents are responsible for maintaining the general cleanness of the laundry room. Please place debris from the lint trays or empty laundry soapboxes in the trash can in the laundry room. The Association is not responsible for any loss of clothing left unattended in the machines. Pets are not allowed in the laundry room.

8. PARKING

Please park in your assigned space(s) as indicated on the parking assignment schedule listed in the Declaration. **Vehicles parked in unauthorized spaces will be towed without notice at the owner's expense.**

9. AUTO REPAIR

Never fuel, oil, grease or repair an auto on the property. In addition, **washing vehicles on the property is not allowed.**

10. INOPERABLE VEHICLES

If an auto, truck or motorcycle is inoperable, please remove it from the property. A vehicle is inoperable if any one of these situations exists:

1. If the tires do not have normal inflation
2. If the vehicle will not run
3. If the vehicle does not have fenders, doors, or hood over the engine
4. If the vehicle does not have a valid license plate or inspection sticker

Inoperable vehicles will be towed without notice.

11. NOISE

No noise, music or other sounds, or conduct, shall be permitted at any time in such a manner as to disturb or annoy other residents.

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12. SAFETY

The speed limit is 15MPH on The Arbors grounds.

Children are not allowed to play in the parking or driveway areas unattended.

Toys, tricycles, scooters, roller skates, etc. must be contained inside your home when not being used.

Nothing shall be placed on patio or balcony railings.

13. AWNINGS, ANTENNAS, ETC.

No awnings or other projections including air conditioners, televisions or radio antennas or wiring shall be attached to or extended from outside walls of the building except as mandated by the FCC. The Board of Directors has determined that satellite disks mandated by the FCC may only be mounted on the fascia of the roof.

14. STORAGE OF RECREATIONAL VEHICLES

No boat, motor home or trailer shall be stored in any parking space without the express written consent of the Board of Directors. Requests shall be directed to the management company who will in turn notify the Board.

No other storage shall be allowed in any parking space.

15. SOLICITATION

Solicitation is not permitted on the property. Owners/residents are encouraged to inform solicitors of this rule.

16. RECYCLING

According to City of Austin regulations the Association must pay to provide recycling services. Recycling bins for magazines, newspaper, plastic bottles and aluminum cans are provided near the entrance to the laundry room. **Do not put trash, garbage, or other items in the bins.** If the bins are improperly used, cost to the association will be increased. Additional information about recycling is posted in the laundry room.

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17. WATER

Water and wastewater from the City of Austin is paid for by all owners in The Arbors Condominiums through the Association Fees. In an effort to keep the Association Fees as low as possible, all owners must repair leaking faucets or toilets immediately.

Washing vehicles on the property is prohibited.

Water leaks between units, either vertically or horizontally, and any damages to other units caused by such leaks are expressly the responsibility of the owner causing the leak and must be repaired by the owner causing the leak. The Association accepts no responsibility for leaks between units.

18. INSURANCE

The Association provides hazard insurance for the common areas only. It is the responsibility of each owner and /or tenant to carry insurance on the unit and its' contents, as well as liability insurance for potential damage to other units. The definition of a unit in the Declaration of Condominium includes the sheetrock on the inside of the exterior walls, non-supporting interior walls, all doors and windows.

19. FINES AND DAMAGE CHARGES

- a) The Board of Directors may assess fines against an owner for violations of restrictions or standards of conduct, contained in the Association's Declarations, By Laws, or Rules & Regulations, which have been committed by an owner, an occupant of the owner's unit, or the owner or occupant's family, guests, employees, contractors, tenants, 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 of Directors may assess damage charges against an owner for pecuniary loss to the association from property damage or destruction of common area or common elements by the owner or the owner's family, guests, agents, occupants, or tenants.
- c) The Association's manager shall have authority to send notices to alleged violator, informing them of their violations and asking them to comply with the Declarations, By Laws, or Rules & Regulations and/or informing them of potential or probable fines or damage assessments. The Board of Directors may from time to time adopt a schedule of fines for minor or reoccurring violations, by the Board of Directors may vary any fine depending on the special circumstances of each case.
- d) The procedure for assessment of fines and damage charges shall be as follows:
 - 1) The Association, acting through an officer, a Board member, or Managing Agent, must give the owner written notice of fine or damage charge no later than 30 days after assessment of fine or damage charge by the Board of Directors.

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- 2) Notice of fine or damage charge must describe the violation or damage;
 - 3) Notice of fine or damage charge must state amount of the fine or damage charge;
 - 4) Notice of fine or damage charge must state that the owner may, no later than 30 days after the date of the notice, request a hearing before the Board of Directors to contest the fine or damage charge; and
 - 5) Notice of fine must allow owner a reasonable time, by a specified date, to cure the violation and avoid the fine unless owner was given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months. A reasonable time to cure is not necessary in a notice of damage charge.
- e) Fine and/or damage charges are due immediately after the expiration of the 30 day period for requesting a hearing; or 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 of Directors at such hearing
- f) The minimum fine for each violation shall be \$ 25.00. Fines may be assessed for each day of violation until the violation is remedied.