

RULES
FOR
THE OAKS OF VILLA MARIA CONDOMINIUM ASSOCIATION, INC.
a Texas non-profit corporation

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**RULES FOR
THE OAKS OF VILLA MARIA CONDOMINIUM ASSOCIATION, INC.**

These Rules apply to the Units and the Common Elements of The Oaks of Villa Maria, A Condominium. By owning or occupying a Unit in The Oaks of Villa Maria, A Condominium, each Owner and occupant agrees to abide by these Rules, as well as the obligations of Owners and occupants provided in the Declaration and Bylaws of The Oaks of Villa Maria, A Condominium.

For the convenience of Owners and occupants, these Rules restate some of the rules and covenants contained in the Declaration. Most of these Rules, however, are in addition to the restrictions found in the Declaration. Words and phrases defined in the Declaration shall have the same meaning when used in these Rules. In the event of a conflict between governing documents, the hierarchy of authority shall be as follows: Declaration (highest), Bylaws and these Rules (lowest).

SECTION 1 COMPLIANCE

- 1.1. Compliance. Each Owner shall comply with the provisions of these Rules, the Declaration and the Bylaws as any of these may be revised from time to time (collectively, the "governing documents"). Each Owner, additionally, shall be responsible for compliance with the governing documents by the occupants of its Unit, and its or their respective invitees, tenants, agents, employees or contractors. Use of "Owner" or "occupant" in these Rules shall be deemed to include and apply to the Owner and to all persons for whom Owner is responsible. An Owner should contact the Board if he has a question about these Rules.
- 1.2. Additional Rules. Each Owner or occupant shall comply with all rules and signs posted from time to time by the Association, including those regulating the use of recreational facilities. Such posted rules are incorporated in these Rules by reference. Each occupant shall comply with notices communicated by the Association, from time to time, in the nature of seasonal or temporary rules, or notice of a change affecting use of the Condominium. Such temporary rules are incorporated in these Rules by reference.
- 1.3. Waiver. Certain circumstances may warrant waiver or variance of these Rules. An Owner must make written application to the Board for such waiver or variance. If the Board deems the waiver or variance warranted, the Board may condition its approval, which must be in writing to be effective.

SECTION 2 - OBLIGATIONS OF OWNERS AND OCCUPANTS

- 2.1. Safety. Each Owner and/or occupant is solely responsible for its own safety and for the safety, well-being and supervision of its employees, clients or guests and any person to whom the Owner or occupant has a duty of care, control or custody.
- 2.2. Damage. Each Owner is responsible for any loss or damage to its personal property, its Unit, other Units, the personal property of other occupants or their guests, or to the Common Elements and improvements, if such loss or damage is caused by the Owner or by any person for whom the Owner is responsible.
- 2.3. Association Does Not Insure. Each occupant is solely responsible for insuring its personal property in the Unit and within the Condominium, including its furnishings, automobile and items kept in storage areas provided by the Association. Personal property placed in or on the Condominium shall be solely at the risk of occupant or the

owner of such personal property. The Association urges Owners and occupants to purchase insurance on their personal belongings.

- 2.4. Risk Management. No occupant shall permit anything to be done or kept in its Unit or the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the Common Elements or which may be in violation of any law.
- 2.5. Reimbursement for Enforcement. An Owner shall promptly reimburse the Association for any expenses incurred by the Association in enforcing the governing documents against such Owner, its Unit or persons for whom such Owner is responsible.
- 2.6. Reimbursement for Damage. An Owner shall promptly reimburse the Association for the cost of damage to the Condominium caused by the negligent or willful conduct of the Owner, and such Owner's guests, clients, lessees or any other persons for whom the Owner is responsible.

SECTION 3 - OCCUPANCY STANDARDS

- 3.1. Danger. The Association may prohibit occupancy by a person who constitutes a direct threat to the health or safety of other persons, or whose occupancy would result in substantial physical damage to the property of others, pursuant to the Fair Housing Act.
- 3.2. Lease. A Unit may not be leased for nonresidential purposes. No Unit may be leased on a daily or weekly basis. If in the sole judgment of the Board, any unit is being used for transient purposes, the Board shall have the authority to assess a fine against the Owner.
- 3.3. Written Leases. Each lease must be in writing, and an Owner shall provide the Board with a copy of each lease of that Owner's Unit, and the lease must contain a provision showing that the lessee has read and will comply with all provisions of the Declaration, the Bylaws and these Rules.

SECTION 4 - GENERAL USE AND MAINTENANCE OF UNIT

- 4.1. Residential Use. Each Unit must be used solely for residential use, and may not be used for office, industrial, retail or manufacturing purposes.
- 4.2. Annoyance. No Unit may be used in any way that: (i) may reasonably be considered annoying to occupants of neighboring Units; (ii) may be calculated to reduce the desirability of the Condominium as a residential community; (iii) may endanger the health or safety of other occupants; or (iv) may violate any law or any provision of the governing documents. Owners must mitigate sound originating in its Unit in a fashion that prevents it from being heard in adjoining Units or in common area hallways, lobbies or outside of the building. No animal that is reasonably deemed by the Association to be a nuisance shall be kept by an Owner in any Unit.
- 4.3. Maintenance. Each Owner, at its sole cost and expense, shall maintain its Unit and keep it in good repair, including the inner, finished surfaces of the Unit's perimeter walls, floors and ceilings.
- 4.4. Cleanliness. Each occupant shall keep its Unit, and associated limited common elements in a good state of cleanliness, as determined by the Board.
- 4.5. Glass. Each Owner, at its sole cost and expense, shall promptly repair and replace any broken or cracked glass (whether interior or exterior panes) in the windows and doors of such Owner's Unit or any Limited Common Element assigned to such Unit.

- 4.6. Air Conditioning Equipment. Each Owner, at its sole cost and expense, shall maintain, repair and replace the heating and cooling equipment/system serving its Unit, including the associated air handlers, condensing units, duct work and vents ("HVAC"). HVAC must be left on at all times with a maximum temperature setting no greater than 80 degrees Monday through Friday between 8 a.m. and 6 p.m. and all other times no greater than 85 degrees Fahrenheit and a minimum temperature setting no less than 70 degrees Fahrenheit Monday through Friday between 8 a.m. and 6 p.m. and all other times no less than 60 degrees Fahrenheit. An owner may not turn off HVAC or terminate or interrupt electric service to its Units, except in connection with repairs (for example, an Owner may not cut off electric service to a Unit while the Unit is not occupied, pending a sale or the Owner is on vacation).
- 4.7. Combustibles. An occupant shall not store or maintain anywhere on the Condominium (including within a Unit) explosives or materials which are deemed hazardous by the Board.
- 4.8. Report Malfunctions. An occupant shall immediately report to the Board its discovery of any leak, break or malfunction in any portion of its Unit or the adjacent Common Elements for which the Association has a maintenance responsibility. The failure to promptly report a problem may be deemed negligence by the occupant, who may be liable for any additional damage caused by the delay.
- 4.9. Utilities. Each occupant shall endeavor to conserve the use of utilities furnished through the Association, including water consumption within its Unit.
- 4.10. Frozen Water Pipes. Because the Units are constructed with water lines in exterior walls, it is the duty of every Owner and occupant to protect such water lines from freezing during winter months. Between November 1 and March 25 of any year, no Unit may be left unheated. During periods of anticipated below-freezing temperatures, water lines in exterior walls should be allowed to drip continuously, and cabinets enclosing plumbing lines should be left ajar. Dishwashers on exterior walls should not be used during and immediately after periods of extreme cold. Failure by an Owner or occupant to monitor the local weather and take appropriate precautions shall be deemed negligence.
- 4.11. Parking. The Association may designate "visitor only" parking spaces by appropriate signage. No Owner or occupant shall ever park in any such designated visitor spaces. Only visitors of Owners and occupants shall be permitted in such designated spaces.
- 4.12. Compliance with Hazardous Material Laws. All Owners and occupants shall comply with all laws, ordinances and regulations with respect to hazardous materials. No Owner shall permit any hazardous materials to be stored or released anywhere in the Condominium. All Owners shall comply with the septic tank requirements.

SECTION 5- GENERAL USE & MAINTENANCE OF COMMON ELEMENTS

- 5.1. Intended Use. Every area and facility in the Condominium may be used only for its intended and obvious use. For example, walkways, stairways, sidewalks, elevators and driveways are to be used exclusively for purposes of access and not for social congregation or recreation without the express permission of the Board as provided in Section 5.2 below.
- 5.2. Grounds. Owners may not abuse the landscaped areas, lawns, beds and plant materials on the Common Elements. The following are expressly prohibited: digging, planting, pruning and climbing. Unless reserved by written permission of the Board for the

exclusive use of an Owner or occupant, the Common Elements constituting the patios, landscaped areas, and the recreational Common Elements may be used for general recreation by all of the Owners or any occupant between 5:00 p.m. and 10:00 p.m. each weekday and between 8:00 a.m. and 9:00 p.m. on weekends. Upon approval by the Board, areas may be reserved for exclusive use for special functions at any time by an Owner or occupant. The Board may condition such exclusive reservation on the applying Owner or occupant providing (i) adequate proof of insurance, (ii) a security deposit, (iii) a limit on the number of invitees and guests, and (iv) similar assurances and precautions.

- 5.3. Abandoned Items. No item or object of any type shall be stored, placed or maintained anywhere on the Common Elements, including window sills, passageways and courtyards, except by the Board or with the prior written consent of the Board. Items of personal property found on the Common Elements are deemed abandoned and may be disposed of by the Board.
- 5.4. Stored Items. If the Association provides storage areas for use by Owners or occupants, the Association shall not be responsible for items stored there by Owner or occupant, who shall be solely liable at all times for their personal property and the repair and maintenance of such storage areas.

SECTION 6 - COMMUNITY ETIQUETTE

- 6.1. Courtesy. Each occupant shall endeavor to use its Unit and the Common Elements in a manner calculated to respect the rights and privileges of other occupants.
- 6.2. Annoyance. An occupant shall avoid doing or permitting anything to be done that will annoy, harass, embarrass or inconvenience other occupants or their guests, or the Association's employees and agents.
- 6.3. Noise and Odors. Each occupant shall exercise reasonable care to avoid making or permitting to be made loud, disturbing or objectionable noises or noxious odors that are likely to disturb occupants of other Units.
- 6.4. Reception Interference. Each occupant shall avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic or electronic reception on the Condominium.
- 6.5. No Personal Service. The Association's employees and agents are not permitted or authorized to render personal services to occupants. Each Owner agrees that the Association is not responsible for any item or article left with or delivered to the Association's employees or agents on behalf of such occupant.
- 6.6. Compliance with Law. Occupants may not use the Condominium for unlawful activities. Occupants shall comply with applicable laws and regulations of the United States and of the State of Texas, and with ordinances, rules and regulations of Austin, Texas. An occupant who violates this provision shall hold the Association and other Owners and occupants harmless from all fines, penalties, costs and prosecutions for the occupant's violation or noncompliance.

SECTION 7 - ARCHITECTURAL CONTROL

- 7.1. Common Elements. Without the Board's prior written approval, a person may not change, remodel, decorate, destroy or improve the Common Elements or the Units (but such approval is not required for remodeling that is purely cosmetic, not visible from the exterior of the Unit, and does not involve load bearing structural components of the building) nor do anything to change the appearance of the Common Elements as visible outside of the building, including, without limitation, the entry door, balcony or patio, and landing or walkway appurtenant to the Unit.
- 7.2. Prohibited Acts. No Owner or occupant may:
- 7.2.1 Signage. Post signs, notices or advertisements on the Common Elements or in a Unit if visible from outside its Unit without obtaining the Board's approval. Each Unit Owner is responsible for the cost of its signage.
 - 7.2.2 Displays. Place or hang an object in, on, from or above any window, interior window sill, balcony or patio that, in the Board's opinion, detracts from the appearance of the Condominium.
 - 7.2.3 Personal Property. Hang, shake or otherwise display linens, clothing, towels, rugs, shoes, mops, bedding or other similar items from windows, doors, balconies, patios or passageways.
 - 7.2.4 External Fixtures. Erect or install exterior horns, lights, speakers, aerials, antennas or other transmitting or receiving equipment, or cause anything to protrude through an exterior wall or roof.
 - 7.2.5 Decorations. Place decorations on exterior walls or doors, or on the Common Elements.
- 7.3. Window Treatments. An Owner may install window treatments inside its Unit, at its sole expense, provided:
- 7.3.1 Permitted. Window treatments are limited to drapes, blinds or shutters;
 - 7.3.2 Prohibited. Aluminum foil and reflective window treatments are expressly prohibited; and
 - 7.3.3 Maintenance. Window treatments must be maintained in good condition, and must be removed or replaced if they become stained, torn, damaged or otherwise unsightly in the opinion of the Board.
- 7.4. Board Approval. To obtain the Board's written consent for a modification, an Owner must submit to the Board complete plans and specifications showing the nature, kind, shape, size, materials, colors and location for all proposed work, and any other information reasonably requested by the Board. The Board's failure to respond to the Owner's written request within 45 days after it receives the Owner's request shall be construed as no objection to the proposed changes.

SECTION 8 - VEHICLE RESTRICTIONS

- 8.1. Permitted Vehicles. To be permitted on the Condominium, a vehicle must be operable. For purposes of these Rules, vehicles include automobiles, motorcycles, motorized bikes,

passenger trucks, small vans and similar passenger vehicles. The following are not permitted on the Condominium without the Board's consent: boats, recreational vehicles and buses. The Board may, in its discretion, require designated parking stickers for all vehicles parking on the Condominium.

- 8.2. Repairs. Washing, repairs, restoration or maintenance of vehicles is prohibited, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.
- 8.3. Space Use. Because of limited off street parking, all parking spaces on the Condominium shall be used for parking purposes only and may not be used for storage. No parking space may be enclosed or used for any purpose that prevents the parking of vehicles.
- 8.4. No Obstruction. No vehicle may be parked in a manner that interferes with ready access to any entrance to or exit from the Condominium. No vehicle may obstruct the flow of traffic, constitute a nuisance or otherwise create a safety hazard on the Condominium. No vehicle may be parked, even temporarily, in spaces reserved for others, in fire lanes or in any area designated as "No Parking."
- 8.5. Nuisances. Each vehicle shall be muffled and shall be maintained and operated to minimize noise, odor and oil emissions. The use of car horns on the Condominium is discouraged. No vehicle may be kept on the Condominium if the Board deems it to be unsightly, inoperable, inappropriate or otherwise violative of these Rules.
- 8.6. Violations. Any vehicle in violation of these Rules may be stickered, wheel-locked and towed or otherwise removed from the Condominium by the Board, at the expense of the vehicle's owner. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for Rules violations.

SECTION 9 - TRASH DISPOSAL

- 9.1. General Duty. Occupant shall not litter, shall endeavor to keep the Condominium clean and shall dispose of all refuse in receptacles provided specifically by the Association for that purpose.
- 9.2. Hazards. Occupant may not store trash inside or outside its Unit in a manner that encourages vermin, causes odors or may permit the spread of fire. Before discarding coals, ashes, logs or other materials used in barbecue grills or fireplaces, occupant shall ensure that the debris is thoroughly cold.
- 9.3. Excess Trash. Occupant shall place trash entirely within a dumpster and may not place trash outside, next to or on top of a dumpster. If a dumpster is full, occupant should locate another dumpster or hold its trash. Boxes and large objects should be crushed or broken down before being placed in a dumpster. Dumpster doors are to be closed at all times when not in use. Occupant shall arrange privately for removal of discarded furnishings or any unusually large volume of debris.

SECTION 10 - MISCELLANEOUS

- 10.1. Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Condominium designed to make the Condominium less attractive to intruders than it otherwise might be. The Association, its directors, committees, members, agents and employees, shall not in any way be considered an insurer or guarantor of security within the Condominium, and shall not be held liable for any loss or

damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each Owner, occupant, guest and invitee on the Condominium assumes all risk for loss or damage to its person, to its Unit, to the contents of its Unit and to any other of its property on the Condominium. The Association expressly disclaims and disavows any and all representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security systems, equipment or measures recommended, installed or undertaken within the Condominium.

- 10.2. Right to Hearing. An Owner may request in writing a hearing by the Board regarding an alleged breach of these Rules by the Owner or an occupant of the Owner's Unit. The Board will schedule a hearing within 30 days of receiving the Owner's written request. At the hearing, the Board will consider the facts and circumstances surrounding the alleged violation. The Owner may attend the hearing in person, or may be represented by another person or by written communication.
- 10.3. Mailing Address. An Owner who receives mail at any address other than the address of its Unit shall be responsible for maintaining with the Association its current mailing address. Notifications of change of name or change of address should be clearly marked as such. All notices required to be sent to Owners by the governing documents shall be sent to an Owner's most recent address as shown on the records of the Association. If an Owner fails to provide a forwarding address, the address of that Owner's Unit shall be deemed effective for purposes of delivery.
- 10.4. Revision. These Rules are subject to being revised, replaced or supplemented. Owners and occupants are urged to contact the management office to verify the Rules currently in effect on any matter of interest. These Rules shall remain effective until ten (10) days after the Association mails notice of an amendment or revocation of these Rules to an Owner of each Unit.
- 10.5. Other Rights. These Rules are in addition to and shall in no way whatsoever detract from the rights of the Association under the Declaration, the Bylaws, the Articles of Incorporation and the laws of the State of Texas.