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STATE OF TEXAS §
COUNTY OF TRAVIS §

AMENDMENT TO RULES AND REGULATIONS
OF
THE WOODLANDS OF AUSTIN HOMEOWNERS ASSOCIATION, INC.

Document reference. Reference is hereby made to that certain Amended Declaration of Covenants, Conditions and Restrictions, The Woodlands Homeowners' Association of Austin filed at Volume 6879, Page 319 of the Deed Records of Travis County, Texas, and that certain 2000 Amendment to Amended Declaration of Covenants, Conditions and Restrictions, The Woodlands Homeowners Association of Austin filed as Document 2000075066 in the Official Public Records of Travis County, Texas (together with all amendments thereto, the "Declaration").
Reference is further made to those certain Bylaws of The Woodlands Homeowners' Association of Austin filed at Volume 7230, Page 176 of the Deed Records of Travis County, Texas (together with all amendments thereto, the "Bylaws").

WHEREAS the Declaration provides that persons owning lots subject to the Declaration are automatically made members of The Woodlands of Austin Homeowners' Association, Inc. (the "Association");

WHEREAS the Association is governed in accordance with the Bylaws;

WHEREAS Section 5.3(b) of the Bylaws authorizes the Association's Board of Directors (the "Board") to adopt and amend rules and regulations governing the operation, use and occupancy of the property subject to the Declaration;

WHEREAS the Board has adopted the Rules and Regulation attached hereto as Exhibit "A" (the "Rules"); and

WHEREAS the Board has voted to amend the Rules as provided herein;

THEREFORE the Rules have been, and by these presents are, amended as follows:

1. **By AMENDING and RESTATING Article VI (Fines) so that it reads in its entirety as follows:**

"VI. VIOLATION AND FINE POLICY.

Introduction

In order to encourage compliance with the architectural, use and environmental standards governing our community, the Board has established a General Schedule of Fines for uncorrected violations of the governing documents (i.e., the Declaration, the Bylaws, or these Rules and Regulations). These fines are in addition to other legal remedies available to the Association under its governing documents and state law, including but not limited to the right to file suit, to levy fees or charges for delinquent payments, and to seek reimbursement for legal fees or property damage repair expenses. Typically, the

Association will issue violation notices and fines according to the General Fine Schedule. However, the Board reserves the right to vary from the General Fines Schedule, both as to which notice will be sent and the amount of any fine, as it deems appropriate on a case-by-case basis.

General Fine Schedule

First Violation – warning letter. An owner is charged with a First Violation when neither the owner nor any person for whom the owner is responsible has committed the same or a similar violation at any prior point in time. In the event of a First Violation, a warning letter will be sent to the owner giving notice of the violation and requesting that it be cured by a certain date or, in the case of a violation that is a one-time event, requesting that it not be repeated. No fine will be assessed in conjunction with a warning letter.

Second Violation -- \$25.00. An owner is charged with a Second Violation when the owner has already been charged with (i.e., held responsible for) a First Violation that is the same or a similar violation. In the event of a Second Violation, a fine of \$25.00 will be levied. The owner shall be provided a reasonable opportunity to cure the violation and avoid the fine if (i) required by state law; or (ii) the Board, in its sole discretion, decides to grant the owner that opportunity.

Third Violation -- \$50.00. An owner is charged with a Third Violation when the owner has already been charged with (i.e., held responsible for) a Second Violation that is the same or a similar violation. In the event of a Third Violation, a fine of \$50.00 will be levied, and the owner will be warned that any continuation or repeat of the violation will subject the owner to a fine of \$100.00.

Fourth Violation -- \$100. An owner is charged with a Fourth Violation when the owner has already been charged with (i.e., held responsible for) a Third Violation that is the same or a similar violation. In the event of a Fourth Violation, a fine of \$100.00 will be levied, and the owner will be warned that any continuation or repeat of the violation will subject the owner to a fine in excess of \$100.00 and potential legal action by the Association.

Fifth and Subsequent Violations – \$100 and Legal Action. All violations subsequent to a Fourth Violation will subject the owner to fines in excess of \$100.00 and will be turned over to an attorney for appropriate legal action, with all reasonable attorney's fees being charged to the owner.

Other provisions

State law applies. All fine notices and procedures will be in compliance with state law, including Section 209 of the Texas Property Code. To the extent that this Violation and Fine Policy may conflict with state law, state law shall control.

Opportunity to cure and avoid fine. As provided in Section 209 of the Texas Property Code, if a fine is levied against an owner, the owner must be given a reasonable period of time to cure the violation, and thereby avoid having to pay the fine, unless the owner was given notice and opportunity to cure a similar violation within the preceding six months. Given that the General Fine Schedule calls for initial warning letters (with no fines) that provide notice of the violation and an opportunity to cure, a subsequent violation (i.e., a

Second Violation) occurring within six months will not trigger any legal right to cure the violation and avoid the fine. The Board may, however, as it deems appropriate, provide an opportunity to cure and avoid any fines, in spite of no legal obligation to do so. (Note: If a violation carrying a legal right to cure and avoid a fine is a one-time event -- i.e., by its nature, not on-going or repeating, and thereby not technically "curable" -- then the notice should provide that the fine is suspended unless and until the same or a similar violation is committed by the owner or someone for whom the owner is responsible.)

Hearings. Owners shall be notified of their right, if any, to request a hearing before the Board to discuss and verify facts concerning a violation and fine, as further provided in Section 209 of the Texas Property Code. Such a request must be submitted in writing to the Board care of the property manager within the timeframe provided by state law (i.e., within 30 days of receipt of the notice of violation).

Due dates. Fines and/or property damage charges are due and payable on the date provided in the notice, on the date by which a hearing must be requested, or upon the vote of the Board to uphold any levied fine or charges, whichever is later.

Ongoing violations. For ongoing violations, each day, week, or other stated period of time that the violation continues, may be treated as a repeat violation subject to an additional fine."

2. **By ADDING the following new Article VII (Delinquent Payments):**

"VII. DELINQUENT PAYMENTS.

Should any owner be delinquent in the payment of any amounts owed to the Association, including but not limited to assessments, fines, and expense reimbursement charges, the Association shall have the right to levy an interest charge in the amount of 10 percent of the delinquent amount and, on a monthly basis, a late fee of \$10.00."

3. **By ADDING the following new Article VIII (Application of Payments):**

"VIII. APPLICATION OF PAYMENTS.

The Association, in its discretion and without notice to or the approval of an owner, may credit amounts received from an owner first to non-assessment items or other amounts due and owing the Association before crediting them to assessments owed, regardless of an owner's notations on checks, transmittal letters, or otherwise."

Except as expressly amended above, all other provisions of the Rules remain in full force and effect.

[SIGNATURE AND NOTARY BLOCKS ON FOLLOWING PAGE]

APPROVED and ADOPTED this 10 day of October, 2008.

**THE WOODLANDS OF AUSTIN
HOMEOWNERS' ASSOCIATION, INC.**
Acting by and through its Board of Directors

Suzanne Royster
NAME: SUZANNE ROYSTER
TITLE: President Woodlands HOA

Exhibit "A": Pre-Amendment Rules

Acknowledgement

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 10th day of October, 2008, by Suzanne Royster in the capacity stated above.

W. A. Brown

Notary Public, State of Texas

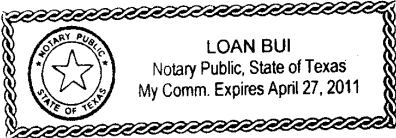


Exhibit "A"

THE WOODLANDS OF AUSTIN
HOMEOWNER'S ASSOCIATION, INC.
RULES AND REGULATIONS

Adopted July 18, 1988

Amended September 17, 1998

The following Rules and Regulations are established for the guidance of Woodlands homeowners and residents to insure compliance with the Amended Declaration of Covenants, Conditions and Restrictions and the By-Laws, to preserve and to enhance the values of the common and individual property, and to maintain a harmonious atmosphere. Residents are further limited by the environmental control and protective covenants regarding use of the property as listed in the Articles of the Amended Declarations and By-Laws.

Rules and Regulations are a logical way to preserve the nature of our unique area and its ambiance. These guidelines are not established to benefit a few members of the Association, but to enrich the lives of all those living in the Woodlands. The rules and regulations will be updated and changed as circumstances dictate by the Board of Directors.

I. ENVIRONMENTAL AND ARCHITECTURAL CONTROL

- A. "No improvements or other changes which alter the exterior appearance of any property may be made without prior written approval of the environmental/architectural committee. The term "improvements" and "changes" includes but is not limited to the erection of any structure, storage buildings, tool sheds, kennels, other buildings for the care of animals, greenhouses, the erection of any fence, the moving of any structure from another locality to a lot, the grading or otherwise rearranging of the surface of any lot, the construction of any driveway, alley way, walkway, entry way, patio or other similar item, the alteration or replacement of any exterior surface including the repainting of any painted surfaces, and the painting of formerly unpainted surfaces. Such terms also include the planting, replanting or rearrangement of any plant life visible from another lot, the common area, or any public street." Owners requesting alterations to their residences must complete and submit the "Homeowner's Request for Property Improvement Approval" form.
- B. There shall be no removal of landscape plants or other vegetation from the common areas, except as approved by the Board of Directors.
- C. All requests and/or complaints should be made to the property manager or the landscape chairman of the Board of Directors.

II. PROPERTY APPEARANCE

- A. Garbage and trash should be placed at the curb on the day of pick up.
- B. Each unit has a double garage and driveway, enough to accommodate four cars. All residents are requested not to park their vehicles in the street.
- C. Garage doors are normally to be kept closed at all times.
- D. One garage sale per year per residence is permitted inside the garage and driveway. An additional sale requires the written approval of the property manager and may be subject to regulation for the Comptroller of Public Accounts

E. Gates must be closed and the fences kept uncluttered. Barbeques, trash cans, recycling bins, and other equipment are to be stored out of sight from the street.

F. No signs whatsoever (movable or affixed), including but not limited to, commercial, political, and similar signs, which are visible from neighboring property shall be erected or maintained on any lot except:

(a) Such signs as may be required by law.

(b) A residential identification sign of a combined total face area of seventy-two (72) square inches or less.

(c) During the time of construction of any building or other improvement, one job identification sign not larger than eighteen (18) by twenty-four (24) inches in height and having a face area not larger than three (3) square feet.

(d) A "For-Sale" or "For-Lease" sign, of a reasonable type, size and appearance, which is similar to other signs customarily used in Travis County, Texas, to advertise individual parcels of residential real property.

The content and location of all signs shall be subject to such rules as the Association may adopt.

G. Animals must be kept within the confines of their owner's property. No animal is permitted outside a unit unless on a leash and accompanied by the resident. No animal that is an annoyance to, is obnoxious to, or poses a potential danger to residents may be kept on any part of the property. To prevent pollution of the property, animal owners must provide for the clean-up of their animals.

III. RECREATION AREAS (6:00 A.M. TO 10:00 P.M.)

Violators of the Recreation Area rules are subject to Association restriction from use of the facilities.

On a special occasions, the pool/tennis courts may be used to entertain large groups with prior approval from the Property Manager. To avoid conflicts, approval must be obtained in advance. However, recreational facilities will always remain open to any Woodlands resident, with the usual rules and regulations applying. The Property Manager maintains a schedule of all special events.

A. Recreation Area:

1. The area is for the use of Woodlands residents, immediate family members, and guests.
2. The gate to the common area facilities: the pool, tennis courts and cabana must be locked at all times. It must not be propped open or the key left in the lock. Use of the key is limited to Woodlands residents and houseguests. It is prohibited to furnish copies of this key to non-residents. Property owners are responsible for the \$50.00 cost of replacement.
3. No glass containers are allowed in the recreation area.
4. Everyone is expected to behave in such a manner as not to intrude upon the pleasure of other users.

5. There is not regularly scheduled trash pick up for the recreational area. Therefore, residents are requested to pick up and dispose of trash when they exit the area.
6. Animals are not allowed in the area at any time.
7. Loud music played in the common area is prohibited.

B. Swimming Pool Rules:

1. The number of invited guests (per residence) permitted to use the pool at any one time is limited to four (4). Occasional exception to this limit is permissible provided, only if the guests in question are the immediate family of the resident. All guests who are not temporarily residing at a Woodlands residence must be accompanied by their host while at the pool.
2. There is no lifeguard on duty. Therefore, Residents and guests swim at their own risk.
3. Only pneumatic floats shall be allowed in the pool, and they may not interfere with the normal swimming activity of others. No balls, other than the soft floating kind, are allowed in the pool when others are there.
4. No glass containers are allowed in the pool area.

C. Tennis Court Rules:

1. The number of invited guests (per residence) permitted to use the tennis courts at any one time is limited to four (4). Occasional exception to this limit is permissible provided, only if the guests in question are the immediate family of the resident. All guests who are not temporarily residing at a Woodlands residence must be accompanied by their host while at the courts.
2. Players must wear shoes that are designed for court use. Heeled shoes or leather soled shoes are prohibited.
3. Tennis players must leave the tennis court within one hour of play, if another resident is waiting to play.

IV. ENFORCEMENT

The Board shall have the right to enforce all provisions set forth by the Amended Declaration, By-Laws and Rules and Regulations. Failure by the board or any owner to enforce any covenant or restriction shall in no event be deemed to be a waiver of the right to enforce any covenant or restriction.

V. SALE OF RESIDENCES

Each owner, prior to selling his residence in The Woodlands, shall furnish the prospective buyer with a copy of the most current Declaration, By-laws, and Rules and Regulations for The Woodlands. Copies of these documents are available for a small copying fee from the Association management office. Prior to any sale, each owner must obtain the prospective buyer's signature on an Association-approved acknowledgment form stating that the buyer has

received these documents and understands them. Copies of the acknowledgment form are available at no cost from the Association management office.

VI. FINES

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 of occupant's family, guests, employees, contractors, agents, tenants, 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 common areas, common elements, or common facilities 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 for minor or recurring violations, but the Board 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 office, Board

member, or managing agent, must give the Owner written notice of the fine or damage charge not later than 30 days after the assessment of the fine or damage charge by the Board; this date shall in no event be later than 45 days after the date of the alleged infraction or Board discovery of the alleged infraction, whichever is later;

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 charge;

4) the notice of a 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 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. 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 at such hearing.

F. The minimum fine for each violation shall be \$25. Fines may be assessed for each day of violation.

After recording, please return to:
Niemann & Niemann, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

Fileserver:CLIENTS:Woodlands:RulesAmend9-08V2.doc

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2008 Oct 16 10:15 AM 2008171449

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DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS