



When Recorded, Return to:
Julie Alexander Law, LP
1700 E. 2nd St.
Austin, Texas 78702

**RULES AND REGULATIONS FOR
9100 Mountain Ridge Drive Building 5 Condominium Association
at 9100 Mountain Ridge Drive, Building 5, Austin, Texas 78759
2014**

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These Rules and Regulations for 9100 Mountain Ridge Drive Building 5 Condominiums (“Rules”) apply to the Units and Common Elements (as defined in the Declaration of the 9100 Mountain Ridge Drive Building 5 Condominiums) of 9100 Mountain Ridge Drive Building 5 Condominiums, located at 9100 Mountain Ridge Drive, Building 5, Austin, Texas 78759 (the “Property”). By owning or occupying a Unit in 9100 Mountain Ridge Drive Building 5 Condominiums, each Owner and/or resident of a Unit agrees to abide by these Rules, as well as the obligations of Owners and/or residents of a Unit provided in the Declaration and Bylaws. **These Rules may be modified by Majority vote of the Unit Owners, as set forth in the Governing Instruments.**

For the convenience of the 9100 Mountain Ridge Drive Building 5 Condominiums’ Owners and residents, these Rules may 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 Instruments, the hierarchy of authority shall be as follows: Declaration (highest), Bylaws, these Rules (lowest).

A. COMPLIANCE

A-1. Compliance. Each Owner shall comply with the provisions of these Rules, the Declaration, the Bylaws, and community policies promulgated by the Board of Members or Directors, whichever is applicable, (hereafter “Board”) to supplement these Rules, as any of these may be revised from time to time. Each Owner, additionally, shall be responsible for compliance with the Governing Instruments by the occupants of his or her Unit, and his or her respective family, invitees, tenants, agents, employees, or contractors. Use of “Owner” or “resident” 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 or she has a question about these Rules.

A-2. 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.

B. OBLIGATIONS OF OWNERS AND RESIDENTS

B-1. Safety. Each resident is solely responsible for his or her own safety and for the safety, well-being and supervision of his or her guests or invitees and any person in the Condominium to whom the resident has a duty of care, control, or custody.

B-2. Damage. Each Owner is responsible for any loss or damage to his or her Unit, other Units, the personal property of other residents or their guests, or to the Common Elements and improvements, if such loss or damage is caused by the Owner, Owner's guest or invitee, or by any person for whom the Owner is responsible.

B-3. Association Does Not Insure. Each resident is solely responsible for insuring his or her personal property in and on the Unit or in the Common Elements, including but not limited to furnishings, furniture, automobiles, and items kept in storage areas. Personal property placed in or on the Unit shall be solely at the risk of the resident or the Owner of such personal belongings.

B-4. Risk Management. No resident or Owner shall permit anything to be done or kept in his or her 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.

B-5. Reimbursement for Enforcement. An Owner shall promptly reimburse the Association for any expenses (including attorneys' fees and associated costs and expenses of enforcement) incurred by the Association in enforcing the Governing Instruments against the Owner, his or her Unit, or persons for whom the Owner is responsible.

C. OCCUPANCY STANDARDS

C-1. Numbers. A Unit may be occupied by no more than the number of occupants as allowed by the City of Austin, unless higher occupancy is mandated by public agencies that enforce governmental policy.

C-2. 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.

C-3. Occupancy Defined. Occupancy of a Unit, for purposes of these Rules, shall mean occupancy of at least 30 continuous days or 60 non-continuous days in any 12-month period.

C-4. Pets. Unless otherwise agreed by a Majority vote, no animals, livestock, or poultry of any kind shall be raised, bred, or kept in a Unit or in the Common Elements, except that dogs, cats, or other household pets may be kept in Units and Limited Common Elements assigned to such Units, subject to local rules and regulations and rules adopted by the Board. Each Unit Owner shall be responsible for picking up any and all dog or other animal excrement from the Limited Common Elements assigned to his or her Unit on a weekly basis, and each owner shall promptly pick up any and all dog or other animal excrement from his or her pets from the General Common Elements or the Limited Common Elements of another Unit. Additionally, all indoor spaces inhabited by

animals shall be maintained so as to assure that no odors cause annoyance to the neighboring Unit Owners.

C-5. Lease Conditions. The leasing of Units is subject to the following conditions: (1) no Unit may be rented for a "short-term", "corporate", "vacation", "weekend", "transient", "hotel", or other similar purpose or lease scenarios; (2) the minimum term for all leases shall be thirty (30) days (after which time such lease may go "month-to-month" in the owner's discretion); (3) no leasing situation may involve or allow different occupants utilizing the Unit in a thirty (30) day period, even if the lease term is for thirty (30) days or more; (4) no Unit may be subdivided for rent purposes, and not less than an entire Unit may be leased; (5) all leases must be in writing, must be made subject to the Governing Instruments, and an Owner shall provide the Board with a copy of each lease of such Owner's Unit upon request of the Board; (6) any lease must contain a provision showing that the lessee has read and shall comply with all provisions of the Governing Instruments, including these Rules; (7) an Owner is responsible for providing his tenant with copies of the Governing Instruments and notifying him of changes thereto; and (8) each Owner and tenant is subject to and must comply with all provisions of the Governing Instruments, federal and state laws, and local ordinances.

No subletting is allowed. All leases must be in writing and be directly between the Owner of the Unit and the tenant(s) occupying the Unit; therefore, the parties to all leases must be the Owner of the Unit, and the tenant(s) physically occupying the Unit. Leases may be made between Owners and legal entities, but only if the name of the allowed occupants are listed on the lease, and the occupants remain consistent over the lease term (no substitution of occupants).

D. GENERAL USE AND MAINTENANCE OF UNIT

D-1. Residential Use. Each Unit must be used solely for residential use, and may not be used for commercial or business purposes. This restriction shall not prohibit a resident from using his or her Unit for personal business or professional pursuits, provided that: (i) such use is incidental to the Unit's residential use; (ii) such use conforms to all applicable laws and ordinances; (iii) there is no external evidence of such use; and (iv) such use does not entail excessive visits to the Unit by the public, employees, suppliers, or clients.

D-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 residents; or (iv) may violate any law or any provision of the Governing Instruments.

D-3. Noise. Owners and occupants must not cause or permit noise to emanate from their Unit that unreasonably intrudes upon the ability of other occupants to peacefully enjoy their Units and the Common Elements. 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 Unit. No unsafe, noxious, offensive, or illegal activity or odor is permitted on the Property. No activity shall be conducted on the Property that might reasonably be considered as annoying to neighbors of ordinary sensibilities, or might be reasonably calculated to reduce the quality of living

within and desirability of the Property. No exterior speakers are allowed. It is understood that from time to time there will be unavoidable loud noises associated with remodeling or construction. However, no construction or remodeling noise is allowed between 7:00 pm and 7:00 am on weekdays, and 6:00 pm and 8:00 am on weekends. Without prior consent of a Majority of the other Unit Owners, no Unit Owner may have an outdoor gathering that exceeds 10 people after 11:00pm.

D-4. Outside Areas. Each Owner or resident shall keep his or her Unit and outside areas (including the Limited Common Elements assigned to that Unit) in a good state of cleanliness, taking care that the cleaning of his or her outside areas does not annoy or inconvenience other residents. A patio may not be enclosed or used for storage purposes, without the prior written consent of the Board. If the Board determines that a patio is unsightly, the Owner shall be given notice by the Board to correct the problem within five (5) days, after which time the Board may take corrective action at the Owner's expense.

D-5. Waste Disposal. No rubbish, trash or garbage or other waste materials shall be kept or permitted upon any Unit or the Common Elements, except in sanitary containers located in designated or appropriate areas. Each Owner or resident must store any and all garbage and recycling bins in a manner, which is least visible from the street and/or the other Units. Each Owner or resident shall use reasonable efforts to not place any garbage or recycling bins on the street for pick-up prior to 3:00 p.m. on the day prior to scheduled pick-up. Each Owner or resident shall use reasonable efforts to remove from the street and properly store all garbage and recycling bins as soon as possible after waste disposal pick-up, but no later than 10:00 p.m. on the day of waste disposal pick-up.

D-6. Glass. Each Owner, at his sole cost and expense, shall promptly repair and replace any broken or cracked glass in his or her Unit's windows and doors.

D-7. Air Conditioning Equipment. Each Owner or resident, at his or her sole cost and expense, shall maintain, repair, and replace the heating and cooling equipment/system serving his Unit.

D-8. Hazardous Waste or Materials. Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on a Unit or the Common Elements without the prior written consent of the Board. No Owner shall permit anything to be done or kept in the Owner's Unit or in the Common Elements that will result in the cancellation of insurance on any Unit or any part of the Common Elements, nor that would be in violation of any law. No waste shall be permitted in the Common Elements. No gasoline, kerosene, cleaning solvents, or other flammable liquids shall be stored in the Common Elements or in any Unit, provided, however, that reasonable amounts in suitable containers may be stored in storage spaces.

All toxic and hazardous waste products shall be properly disposed of in compliance with applicable law with respect thereto. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, anti-freeze, solvents, paints, paint thinners, wood preservatives and other such fluids shall not be discharged into any public street or any storm drain or storm-water conveyance system within the Condominium. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers and other such chemical treatments shall meet Federal, State, and City requirements as prescribed in their respective containers. An offending Owner shall indemnify, defend and hold harmless the City and any other Owner, including Declarant, and any other Owner's

respective tenants, guests and invitees, from all damages, losses, causes of action, liabilities, costs and expenses, including remedial costs and attorneys' fees incurred or sustained in connection with any damage, or damage resulting from such hazardous materials kept, maintained or released in the Condominium.

D-9. Garage/Yard Sale. One garage and/or yard sale is permitted per Unit per calendar year.

D-10. Outside Furniture. No furniture of a kind typically used as inside furniture (including but not limited to inside sofas, inside reclining chairs, futons, etc.) shall be used or stored outside of a Unit, including outside areas such as patios or decks. Outdoor furniture designed to look like interior sofas and sold as outside furniture shall be specifically allowed.

D-11. Lawn Equipment. All lawn equipment and machinery (including but not limited to lawn mowers, edging machines, shovels, etc.) shall be stored so that such equipment or machinery is not reasonably visible from the outside of a Unit.

D-12. Clotheslines. No clotheslines of any kind may be used in any Common Element, including those Limited Common Elements assigned to a specific Unit, unless such clotheslines are not reasonably visible from the street or another Unit.

E. GENERAL USE AND MAINTENANCE OF COMMON ELEMENTS

E-1. Private Space. The dividing lines on Exhibit E of the Declaration, between the Units and Common Elements, mark the division of use of the common space except for access to the utility controls and the General Common Elements. All Unit Owners shall have access to the water meters, and other utilities, for maintenance and operation of utility service servicing his or her Unit.

E-2. Abandoned Items. No item or object of any type shall be stored, placed, or maintained anywhere on the General Common Elements, except by the Board or with the prior written consent of the Board. Items of personal property found on General Common Elements are deemed abandoned and may be disposed of by the Board.

E-3. Intended Use. All portions of the Common Elements must be used only for their intended and obvious purpose.

E-4. Fires. Except for barbecue fires as permitted by these Rules, there shall be no exterior fires, except those customary for outdoor cooking, or contained in a structure customary for heating outdoor areas.

E-5. Compost. No lumber, grass, shrub or tree clippings, plant waste, materials, bulk material, scrap, refuse or trash shall be stored or allowed to accumulate on any portion of the Common Elements, except within an enclosed structure appropriately screened from view.

E-6. Outdoor Cooking. Residential barbecue pits, hibachis or other cooking appliances using charcoal, wood or gas as a fuel cannot be used near combustible materials or closer than five feet to any portion of a combustible building. Any open air fryers shall be located no less than 15 feet from any portion of a combustible building.

E-7. Playground Equipment. No sports, playground or recreational equipment shall be permanently erected in any area visible to the street or parking area without the prior written approval of the Board.

F. COMMUNITY ETIQUETTE

F-1. Courtesy. Each Owner or resident shall endeavor to use his Unit and the Common Elements in a manner calculated to respect the rights and privileges of other residents.

F-2. Annoyance. Each Owner or resident shall avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other residents or their guests, or the Board or Association's employees and agents.

F-3. Reception Interference. Each Owner or resident shall avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception in a Unit.

F-4. Signs. No signs, including those of a business or advertising nature (including but not limited to signs advertising home-based or other businesses, or signs advertising the business performing work on a Unit, etc.) may be displayed in the Common Elements or in a manner visible from outside a Unit, without prior written permission of the Board. An exception to this rule is specifically made for: (1) signs advertising the lease or sale of a Unit, which are customarily used by real estate agents and real estate brokers and are within industry standards, and (2) for political signs that are: (a) ground mounted, (b) limited to one sign for each candidate or ballot item, and (c) displayed between the date that is on or after the 90th day before the date of the election to which the sign relates and removed before the 10th day after that election date.

G. VEHICLE RESTRICTIONS

G-1. Vehicle Parking. No Owner shall park, store, or keep any automobile or other motor vehicle in the Common Elements except in a space designated for the Owner by the Governing Instruments, and any inoperable vehicle shall not be stored in a parking space or within the Common Elements in general. No Owner shall park, store or keep within or adjoining the Property any large commercial-type vehicle (dump truck, cement mixer truck, oil or gas truck, or any other vehicle mobile or otherwise) without prior consent of the Board. No Owner shall conduct major repairs or major restorations of any motor vehicle upon any portion of the Common Elements. Parking spaces shall be used for parking spaces only.

G-2. 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."

G-3. Boats, etc. No boats, water vehicles (such as jet skis), campers, trucks larger than standard size (1/2 ton), trailers, or other recreational vehicles may be parked or stored on the Property.

G-4. Motorcycles. Motorcycles, motorbikes, motor scooters or other similar vehicles may be parked only in any Limited Common Elements intended to serve that purpose.

G-5. Vehicle Repairs. No Owner or resident shall conduct major repairs to any motor vehicle, boat or trailer anywhere on the Property.

H. MISCELLANEOUS

H-1. Revision. These Rules are subject to being revised, replaced, or supplemented.

H-2. Other Rights. These Rules are in addition to, and shall in no way whatsoever detract from, the rights of the Association under the Declaration, Bylaws, Certificate of Formation, and the laws of the State of Texas.

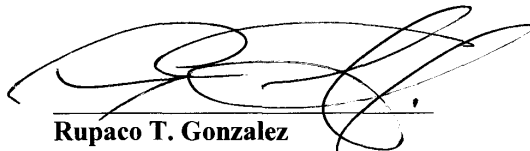
H-3. Effective Date. These Rules are the Rules and Regulations of 9100 Mountain Ridge Drive Building 5 Condominium Association and shall become effective upon April 16, 2014.

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete, and correct copy of the Rules of the 9100 Mountain Ridge Drive Building 5 Condominium Association, a Texas nonprofit corporation and condominium association, as adopted by the Members at its meeting on the 16th day of April, 2014.

IN WITNESS WHEREOF, I hereunto set my hand this the 16th day of April, 2014.

APPROVED BY MEMBERS:

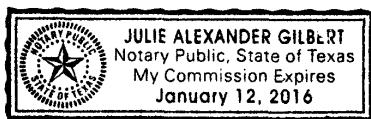

Rupaco T. Gonzalez

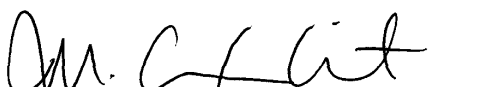
ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

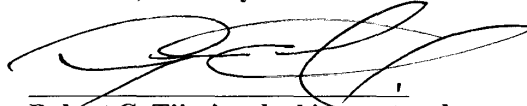
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This instrument was acknowledged before me on the 16th day of April, 2014, by Rupaco T. Gonzalez.




Notary in and for the State of Texas

Robert G. Tijerina, acting by Rupaco T. Gonzalez, Attorney-in-Fact



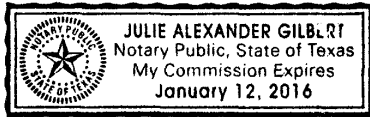
Robert G. Tijerina, by his agent and Attorney-in-Fact, Rupaco T. Gonzalez

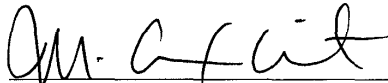
ACKNOWLEDGEMENT

**THE STATE OF TEXAS
COUNTY OF TRAVIS**

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This instrument was acknowledged before me on the 16th day of April, 2014, by Robert G. Tijerina, by his agent and Attorney-in-Fact, Rupaco T. Gonzalez.




Notary in and for the State of Texas

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Apr 16, 2014 02:58 PM

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GONZALESM: \$54.00

Dana DeBeauvoir, County Clerk
Travis County TEXAS