



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

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STATE OF TEXAS §
COUNTY OF TRAVIS §

**AMENDMENT AND CONSOLIDATION OF RULES AND REGULATIONS
OF
NEELY'S CANYON OWNERS ASSOCIATION, INC.**

Document references. Reference is hereby made to that certain Condominium Declaration for Neely's Canyon Condominiums filed at Vol. 8054, Pg. 602 of the Condominium Records of Travis County, Texas (together with any amendments and supplements thereto, the "**Declaration**").
Reference is further made to the "By-Laws of Neely's Canyon Owners Association, Inc." attached to the Recordation of Bylaws Neely's Canyon Owner's Association, Inc. filed as Document No. 2008156790 in the Official Records of Travis County, Texas (together with any amendments and supplements thereto, the "**Bylaws**").
Reference is further made to Amendment and Consolidation of Rules and Regulations of Neely's Canyon Owners Association, Inc. filed as Document No. 2017170440, the Amendment of Rules and Regulations of Neely's Canyon Owners Association, Inc., filed as Document No. 2017200828, and the Amendment of Rules and Regulations of Neely's Canyon Owners Association, Inc., filed as Document No. 2018162546, all of the Official Records of Travis County, Texas (together with any amendments and supplements thereto, the "**Rules**").

THE RULES FILED HEREIN CONSOLIDATE, AND REPLACE AND SUPERSEDE ALL PREVIOUS RULES.

The Declaration provides that persons owning condominium Units subject to the Declaration are automatically made members of Neely's Canyon Owners Association, Inc. (the "**Association**");

The Association, acting through its board of directors (the "**Board**"), is authorized to adopt and amend rules and regulations governing the property subject to the Declaration and the operations of the Association pursuant to Section 5.3(b) of the Bylaws and/or State law, and has previously adopted the Rules; and

The Board has voted to amend Rule 10, Animals, and to consolidate all of the current Rules into a single document, which is attached as Exhibit "A";

Therefore, the Amendment and Consolidation of Rules attached as Exhibit "A" have been, and by these presents are, ADOPTED and APPROVED.

NEELY'S CANYON OWNERS ASSOCIATION, INC.
Acting by and through its Board of Directors

Signature: *Sally Drews*
Printed Name: SALLY DREWS
Title: PRESIDENT

Exhibit "A": Amended and Consolidated Rules and Regulations (Revised July 2019)

[Notary block on following page]

Acknowledgements

STATE OF TEXAS §

COUNTY OF Travis §

This instrument was acknowledged before me on the 11th day of July,
2019, by Sally Drews in the capacity stated above.

Mary B. Miller
Notary Public, State of Texas

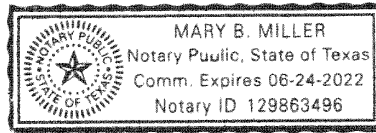


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EXHIBIT "A"

**Amended and Consolidated
Rules and Regulations
(Revised July 2019)**

USE AND OCCUPANCY RESTRICTIONS

1. GENERAL STORAGE

A. STORAGE IN THE COMMON ELEMENTS - *Nothing shall be stored in the Common Elements without prior consent of the Board* The term "Common Elements" refers to any area of the Neely's Canyon property not within a specific Unit. These areas include, but are not limited to, carports (other than for vehicles), stairwells, unrestricted parking areas (uncovered parking spaces), and any other areas within the Common Elements.

B. TEMPORARY STORAGE – Unit Owners are permitted to use portable storage or moving pods (such as the "U-box" or other similar variety) as long as the container fits wholly within one parking space, is kept in the parking space during its use, and does not remain on the property for more than 48 hours during any one-week period.

2. SIGNS - *No sign of any kind shall be displayed to the public view on or from any Unit or Common Elements without the prior written consent of the Board* This includes, but is not limited to, real estate signs, for-sale signs placed on mailboxes, etc.

3. NOISE - *No loud noises or noxious odors shall be permitted on the Property and no activity or condition is permitted that may cause unreasonable annoyance or unreasonably interfere with other residents' use and enjoyment of the property* (See also Declaration §2.9(e)(5)). This includes, but is not limited to, loud music within a Unit, loud parties at the clubhouse or in the pool areas, barking dogs, odors from trash, excessive "footstep"-type noise from upstairs Units into downstairs Units, etc. (*Refer to Rule 22H herein for additional information regarding noise between units*).

Noise violations are subject to the same enforcement protocol as any other violations (see the Enforcement Guidelines in the Rules). Notice is hereby given that the Board may substantially increase fines in situations of recurring noise violations.

Regardless of the type of floor covering, residents are responsible for ensuring that their use of the home or use of their tenants, guests, and invitees does not cause an unreasonable disturbance. What is an “unreasonable disturbance” will be determined by the Board in its sole discretion.

A degree of noise is to be expected between units. Residents should not expect to hear no noise from neighbors. This rule is intended to address unreasonable levels of noise transmission.

Noise will be present. For upstairs neighbors: be aware you may unintentionally be disturbing your downstairs neighbor more than you realize. The use of furniture or chair coasters, throw rugs, and soft-soled house shoes are recommended if you have hard-surfaced flooring. Residents are encouraged to be aware and stay sensitive to this issue.

For downstairs neighbors: residents are encouraged to understand that some level of noise will be heard from upstairs. Communication sensitive to both parties is encouraged and may result in workable compromise.

Outdoor Courtesy Hours. Designated Outdoor “Courtesy Hours” must be observed from 10pm – 7am. During Courtesy Hours, residents must take extra care to refrain from engaging in loud conversations or making any other kind of noise that is unreasonably disruptive in outdoor areas, including porches, patios, parking lots, the pool area, and other common areas. *What is an unreasonable level of noise is different during courtesy hours – residents must further curtail noise in these hours.* Unreasonable noise during Outdoor Courtesy Hours include without limitation: loud conversations; loud music; and revving engines.

Unit/Indoor Courtesy Hours. Unit Courtesy Hours must be observed from 10pm – 7am. During Unit Courtesy Hours, residents must refrain from performing acts which may cause unreasonable noise disturbances. *Again, what is an unreasonable level of noise is different during Unit Courtesy Hours.* Examples of reasonable noises during Unit Courtesy Hours include but are not limited to: running water, flushing toilets, and showering.

It is NOT considered unreasonable to hear toilet flushing noises or other noises associated with reasonable and necessary activity such as this at any hour. Residents should not expect to hear “no” noise overnight.

Unreasonable noises during Unit Courtesy Hours include but are not limited to vacuuming, running the washing machine/dryer, moving furniture, running the dishwasher, jumping, and exercising.

If residents have a noise complaint, they may contact the Association regarding the matter. The Association has the right to require the complaining resident to provide sufficient evidence of a

noise violation prior to the Association taking enforcement action. The Association may decline to take action if there is insufficient evidence of a noise violation. The Association has the right to enter a Unit for the purpose of determining if sound emitting from such Unit is in violation.

4. VEGETATION - *There shall be no alteration or removal of any natural vegetation constituting part of the Common Elements without the prior written approval of the Board This includes, but is not limited to, tree or shrub trimming, pruning, cutting, planting, etc. Please note that fines of \$1,000 per tree have been levied in the past for unauthorized trimming.*

Neely's Canyon was built in a natural environment. As such, any trimming or cutting work is limited to obligations in Exhibit "D" of the Declaration. The Association does have the authority to take whatever action is necessary within (15) feet of any structure. The Association annually trims all trees around the buildings to keep a reasonable clearance. Beyond this, any additional cutting or trimming requested by a Unit Owner will be considered on a case-by-case basis. Listed below are the guidelines for requesting such work:

- A. All requests must be in writing to the Neely's Canyon Board of Directors and submitted to the Property Management Company.
- B. Unit Owner must obtain written approval from all affected Unit Owners immediately adjacent, both up and down, and if an end Unit, the Owner must obtain approval from the end Units, both up and down, of the building immediately adjacent to the requesting Owner.
- C. All approved work will be performed by a Certified Arborist of the Board's choosing. The cost for all such work will be borne by the requesting Unit Owner.

5. TEMPORARY STRUCTURES – *Except as set forth in 1.B. above, no structure of a temporary character, trailer, tent, shack, garage, barn or other such outbuildings shall be permitted on the Property at any time, temporarily or permanently, except with the prior written consent of the Board*

6. TRASH - *No rubbish, trash or garbage or other waste material shall be kept or permitted upon any Unit or the Common Elements, except in sanitary containers located in appropriate areas screened and concealed from view, and no odor shall be permitted to arise therefrom . . . no lumber, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Property, except within an enclosed structure or if appropriately screened from view; . . .*

7. CLOTHING - *No clothing or household fabrics shall be hung, dried or aired in such a way on the Property as to be visible to other Property.*

8. PARKING – A maximum of two vehicles per unit is allowed on the property

Vehicle length. *No Unit Owner shall park, store or keep any vehicle on the Property having a length in excess of eighteen (18) feet.*

Inoperable vehicles; commercial vehicles; nuisance vehicles. *No Unit Owner shall park, store or keep any vehicle on the Property except wholly within the parking space designated therefor, and any inoperable vehicle shall not be stored in a parking space or within the Common Elements in general. No Unit 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 recreational vehicle, camper unit, motor home, . . . or other similar vehicle deemed to be a nuisance by the Board, or any recreational vehicle (camper unit, motor home, truck, trailer, boat, mobile home, or other similar vehicle....).*

Vehicle repairs. *No Unit Owner shall conduct repairs or restorations of any motor vehicle, boat, . . . or other vehicle upon any portion of the Common Elements or the parking space assigned to the Unit Owner. [Declaration 2.9(e)(9).]*

Permitted parking areas. *Unit Owners/tenants must use their designated covered parking space(s) first and if (and only if) that space has an owner/tenant vehicle in it may use up to ONE unassigned space for parking a second vehicle. If an owner/tenant has a second vehicle and does not drive it more than twice a month, then that vehicle must be parked in the owner/tenant's designated covered parking space. Any vehicles parked in violation of these provisions shall be subject to removal at the Unit Owner's expense, unless prior arrangements have been approved by the Board. For purposes of this provision, "park" means to park for any length of time.*

These parking rules do not prohibit guests of Owners from parking temporarily on the Property. For parking purposes, a person is considered a guest if he or she parks on the Property fewer than five (5) days within any thirty (30) day period. For parking purposes, any person who parks on the Property more than five (5) days within any thirty (30) day period is considered a resident, and the parking rules applicable to Owners apply.

Towing. *Vehicles parked in violation of any deed restriction provision, including these rules, may be towed in accordance with state law at the owner's expense.*

9. MOTORCYCLES - *Motorcycles, motorbikes, motor scooters, or other similar vehicles shall not be operated within the Property except for the purpose of transportation directly from a parking space to a point outside the Property Such vehicles must also go directly to a parking space upon entering the property from a point outside. Excessively loud vehicles are prohibited.*

10. ANIMALS - *No animals, livestock, reptiles, or poultry of any kind shall be raised, bred or kept in any Unit or the Common Elements.*

Number of pets; nuisance pets; type of pets. *Dogs, cats, fish, birds, and other household pets may be kept in Units subject to rules and regulations adopted by the Association, provided they are not kept, bred or maintained for commercial purposes or in unreasonable quantities. . . . As used in this Declaration, "unreasonable quantities" shall ordinarily mean more than two (2)*

pets per household; provided, however, the Association may determine a reasonable number in any instance to be more or less The Association, acting through the Board, shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Board, a nuisance to any other Unit Owner. . . .

No pets in the pool area. Animals . . . are not permitted within the pool or pool area

Animals under control. Animals must be kept either within an enclosure, an enclosed patio or on a leash being held by a person capable of controlling the animal. . . .

Clean up. It shall be the absolute duty and responsibility of each such Unit Owner to clean up after such animals which have used any portion of the Common Elements. [Declaration 2.9(e)(12)].

General. As with all violations of any Governing Documents, fines may result for a violation of the “pet clean up” or other pet rules. Animals are strictly prohibited within the fenced areas of the pool and inside the clubhouse. Prior written permission must be received from the Association in order to have more than two pets per household. Pets are considered part of the household if the pet is present on the property for any length of time for more than fourteen (14) days out of any thirty (30) day period. When in the Common Elements, animals must be under the effective control of the person walking the animal, whether on a leash or otherwise; provided, that the Board may make an exception for cats. Leashes may not be tied to objects. Owners must promptly remove solid pet waste from the Common Elements. Owners must regularly clean balconies, patios, and other outside areas where a pet is kept so that the area does not emit offensive or noxious odors. Owners are not permitted to leave pet food outdoors, as untended food can attract insects, rodents and other pests and vermin.

Removal. Notwithstanding any other language in these Rules, the Board may in its sole discretion require removal, at the unit owner’s expense, of any pet for substantial or repeated violation of the governing documents of the community, including any animal who has harmed or threatened harm to another animal or a resident or guest.

11. OCCUPANCY - The total occupancy of any Unit at any given point in time is limited to no more than two persons per bedroom. For purposes of this rule a child under the age of six shall not be counted toward the occupancy total.

12. HOME OFFICES - Conducting any business, trade, or similar activity on the Property is prohibited, except that a Unit Owner or occupant residing in a Unit may conduct business activities which are commonly conducted within residential areas within the home so long as: (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (2) the business activity conforms to all zoning requirements for the Property (3) the business activity does not involve an unreasonable amount of visitation (in the board’s sole discretion) of the Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Property; and (4) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or hazardous or offensive use, or threaten the security or safety of other residents of

the Property, as may be determined in the sole reasonable discretion of the Board.

13. LEASING OF UNITS See also [Declaration 2.9(e)(13)].

A. DEFINITION OF LEASING. A Unit is deemed “leased,” and its occupants deemed “tenants,” for purposes of this rule and other leasing-related provisions in this Declaration and the other documents, except when: (i) the Unit is occupied by the Unit Owner and/or a person immediately related to the Unit Owner by blood, marriage or adoption¹, (ii) the Unit is vacant, or (iii) title to the Unit is held by a corporation, trust, partnership, or other legal entity, with the primary purpose of providing occupancy to the current occupant. This definition applies irrespective of whether there is a written agreement between the Unit Owner and the occupant(s) or whether any financial consideration has been provided for the right of occupancy. The Association may in the sole discretion of the Board require proof of familial relation between a Unit Owner and occupant.

A person is considered a tenant for all purposes under these leasing rules (including background checks) if that person stays overnight on the Property more than five (5) days in a thirty (30) day period. Presence on the Property at any time between 11:00 pm and 6:00 am will be considered an overnight stay.

B. GENERAL LEASE CONDITIONS. The leasing of Units is subject to the following general conditions:

(1) Minimum lease term 30 days. No Unit may be rented for an initial lease term of less than 30 days, except that the Board will have the sole discretion on a case-by-case basis to grant prior written consent for a shorter lease term in cases of hardship.

No Unit Owner may advertise the lease of any Unit for a term of less than the minimum lease term. All advertisements for the lease of a Unit must clearly state the minimum lease term required by this rule (or any longer term the Owner wishes to apply). Daily or weekly rates (or any rate less than monthly) may not be advertised. Fines will automatically be assessed to the maximum extent allowed by law for any violation of this rule, regardless of whether the advertised Unit is actually leased for a period of less than the minimum lease term. Fines will be assessed in an amount determined by the Board, provided that the minimum amount of fine for violation of this rule shall be the advertised nightly, or prorated nightly (if advertisement offers no daily but a weekly or monthly rate), rate offered in any advertisement.

(2) No renting rooms. No Unit may be subdivided for rental purposes, and not less than an entire Unit may be leased. (For example, a Unit

¹ A situation where a Unit Owner lives with an unrelated individual for purpose of companionship, regardless of whether the companion contributes to living expenses, will not be considered a lease under these rules.

Owner's child may live in the Unit, but unless there is a lease, may not have a roommate. If a Unit Owner's child desires to live with a roommate, it will be deemed a leased Unit, and there must be a lease transaction with the Unit Owner's child and all other tenants being listed on the lease).

- (3) Written leases only; mandatory lease provisions; subletting and assignment. All leases must be in writing, and must contain the names of all tenants and occupants. Leases shall also provide that tenants are subject to all of the obligations under the Declaration, Bylaws and these Rules and Regulations (together with any amendments or other documents issued pursuant thereto, the "Governing Documents") and that violation of the Governing Documents shall constitute a default under the lease. Owners must provide copies of all leases, including the names of all tenants and occupants, to the Association pursuant to Rule 13(B)(7)(a). A change of any occupant (e.g. roommate changes, additional persons living in the unit) is considered a new lease. No subletting or assignment of leases is permitted.
- (4) Must provide tenants with Association documents. A Unit Owner must provide his tenants with copies of the Governing Documents and notify them of changes thereto.
- (5) Tenants subject to Association documents. Each tenant is subject to and must comply with all provisions of the Governing Documents, federal and State laws, and local ordinances. The owner of a leased Unit is liable to the Association for any expenses incurred by the association in connection with enforcement of the rules and regulations against his tenant. The association is not liable to the owner for any damages, including lost rents, suffered by the owner in relation to the Association's enforcement of the rules and regulations of the property against the owner's tenant.
- (6) Administrative fee. All new leases require the payment of a non-refundable \$400 administrative fee, payable to the management company within 15 days of tenant move-in.
- (7) Unit Owner must provide Association copies of all leases and lease renewals; tenant pet, vehicle, and contact information; and background checks. **Within fifteen days of occupancy by a tenant or renewal of a lease (with every new lease or lease renewal – a change of roommates is a new lease), a Unit Owner must provide the Association, in care of the management company, with the following:**

- (a) a complete and legible copy (electronic copy or hard copy) of the fully executed lease, and any lease renewal document(s), both of which must include the name of all tenants and occupants. (Dollar figures and any driver's license or social security number may be redacted); and
- (b) current information regarding all pets (breed, age, name, weight) and vehicles (make, model, color, license plate number) of the tenant(s), and current contact information including full names, email addresses, and any additional mailing address for all tenants.

Failure to comply with this Rule 13(B)(7) in a timely manner will result in a minimum fine of \$250 being assessed against the Unit Owner.

C. SCREENING OF TENANTS AND OCCUPANTS; PROOF OF SCREENING.

The Association suggests that all Owners obtain a report based upon Texas Department of Public Safety criminal history and sex offender searches both for the named tenants and occupants under the lease and all unnamed persons whom the Owner knows, or comes to know, are occupying or will occupy the leased Unit. (Criminal reports may be purchased for a small fee from the DPS website at www.txdps.state.tx.us). It is recommended that Owners consult their own attorney for advice on due diligence required or recommended under statute or common law prior to leasing. The Association makes no representation that the above-described DPS background search satisfies any duties that a lessor may have under statute or common law.

If an Owner, at the time of adoption of this rule, is currently leasing his Unit, it is recommended that the Owner perform the due diligence outlined above within 15 days of adoption of this rule.

- D. GRANDFATHERING. Notwithstanding other language herein, all lease agreements in effect as of the date of adoption of this Leasing Rule 13 are deemed "Grandfathered Leases". Subsections (A) through (C) of this Leasing Rule 13 do not apply to Grandfathered Leases. However, in order to obtain grandfathered status, Owners leasing their units as of the time of adoption of this rule must within 30 days of the date the association notifies Owners of the adoption of this rule:

- a. Provide to the association a complete and legible copy (electronic copy or hard copy) of the fully executed lease, and any lease renewal document(s), both of which must include the name of all tenants and occupants. (Dollar figures and any driver's license or social security number may be redacted).

- b. Provide to the association current information regarding all pets (breed, age, name, weight) and vehicles (make, model, color, license plate number) of the tenant(s), and current contact information including full names, email addresses, and any additional mailing address for all tenants.

After the expiration of the initial term of a Grandfathered Lease, any renewal term, the Unit, and any leases for it shall be subject to all of the provisions of Leasing Rule 13.

14. WINDOW COVERINGS - All interior window coverings shall be white or beige in color, as viewed from outside the building. Approved interior window coverings include, but are not limited to, drapes, shades, mini-blinds, or shutters. Any exterior patio/deck coverings must be approved by the Board prior to installation. Unit Owners must submit specifications (size, material, color, etc.) of any such proposed installation when making a request to the Board. Allowable specifications for deck/patio coverings are available through the property management office, Granite Properties.

15. EXTERIOR FLOORING AND LIGHTING - Any alterations to exterior floor coverings or exterior light fixtures in entrance areas or other exterior areas (including installing additional lighting) must be approved by the Board prior to installation. Upon approval of such floor coverings or light fixtures, the Unit Owner (and subsequent Unit Owners) will be responsible for any future maintenance and/or removal as deemed necessary by the Board.

The exterior door of a Unit may be painted, at the Unit Owner's expense, only in the standard color approved by the Board. Information on the approved color may be obtained from Granite Properties.

16. POOL - Use of the pool and pool areas is restricted to Unit Owners, residents, and their guests. Unit Owners or residents may not give or lend pool gate keys to any guest. Guests must be accompanied at all times by a resident. Anyone not entering the pool area with a Unit Owner or resident is deemed to be trespassing, and the police should be notified. Each Unit is limited to four (4) persons in the pool area. Running, external music, loud noises, glass containers, and pets are not allowed in the pool area. No diving is allowed, including from the railings or waterfall. Gate must remain closed at all times. Private parties are not allowed to dominate pool area usage. All residents can use the pool areas at any time. No lifeguards are on duty; use of the pool area is at residents' own risk. Children should not use the pool without adult supervision. Smoking in the pool area is prohibited.

17. SATELLITE DISHES - In accordance with the FCC ruling on "HOA Restrictions Against Satellite Dishes," the Association will allow placing of a satellite dish in an area within the Unit Owner/resident's exclusive use and control. The Board interprets this area to be within the Unit Owner/resident's patio/deck area. The allowed position for placement of a dish is on the patio/deck flooring. Any alternative placements, such as suspension from the ceiling of the patio/deck area, must have prior Board approval. Attachment to patio/deck railings or walls is not permitted. Any requests for exceptions to this rule must be made in writing to the Board. It should be noted that the Board is not required to make an exception for a request to place a

satellite dish in a common area, even if the Unit Owner/resident cannot receive unimpaired reception from their patio/deck area as described above.

In recognition of the fact that some Units do not have the proper orientation to utilize the services of a satellite dish, the Board will also allow a single satellite provider to install a community dish on a building at a pre-determined location subject to the following:

- A. This variance will be granted on a building-by-building basis only.
- B. The dish size shall be limited to 1-meter in diameter.
- C. The specific location and method of installation of the community satellite dish must be approved by the Board. Care and maintenance of the dish and the mount shall be the responsibility of the service provider.
- D. At least 51% of the Unit Owners in the building must select and approve of a single satellite provider for the building.
- E. At least 51% of the Unit Owners in the building must sign and approve a written statement allowing a single satellite provider to install a community dish on the building.
- F. The satellite provider selected must be approved by the Board of Directors. In addition, the Board reserves the right to pre-approve the contract between the provider and the Unit Owner. No contractual agreement between the provider and the Unit Owner shall extend for any period greater than one year.
- G. Any Unit Owner in the building desiring to receive satellite services must sign a contract directly with the selected provider.
- H. The Board will not sign any contract with any provider for delivery of satellite services to the Unit Owners as a part of the common services of the Association. Any Owner in the building does not have to use the services of the selected satellite provider. They may, at their option, remain on cable or use their own personal satellite dish installed in compliance with the Rules & Regulations.
- I. If the dish is no longer in use by any resident or Unit Owner in the building, the Board reserves the right to have it removed by the service company.

18. OPEN FIRES - The use of any "open fire" containers such as chimeneas, barbecue grills, or gas/propane grills within the patio/deck or balcony area is prohibited. This is in accordance with Austin Fire Department regulations. Electric grill usage is permitted. The use of fireworks anywhere on the property is strictly prohibited by Austin city ordinance.

19. PATIOS/DECKS - Patios/decks must be kept neat in appearance and not contain unsightly objects. Patio furniture, living plants, bicycles and other items designed for patio use are the

only items allowed on patios. Storage of other types of items such as boxes, cans, bottles, trash, etc., is not permitted.

20. RESERVING THE CLUBHOUSE - Any Unit Owner may request to reserve the clubhouse for any non-revenue generating function. Questions as to whether a function is revenue generating will be determined by the Board. Parking for clubhouse guests is limited to the area designated in front of the clubhouse. Guests are to be advised that covered parking spaces are reserved for resident parking only. Conduct of Unit Owners and guests shall not be disorderly, boisterous, or unlawful, and shall not disrupt the rights, comforts, or convenience of other residents. Stereo usage outside of the clubhouse is prohibited. A \$200 security deposit is required for clubhouse use. Deposit is refundable, provided all rules are followed and no damage occurs. Any damage to the clubhouse or common areas will be the responsibility of the Unit Owner. For additional information on reservation procedures, rules and availability, contact Granite Properties at 512-469-0925.

21. PAYMENTS OF HOMEOWNER FEES - Payments of monthly homeowner fees are due by the first (1st) day of each month. Any payment not received in the office of the property management company by the close of business on the tenth (10th) day of each month is subject to a twenty dollar (\$20) late fee, which will be added to the Unit Owner's account. A letter indicating the delinquency will also be sent to the Unit Owner via first class mail. Should a Unit Owner remain delinquent through the tenth (10th) day of the following month, a certified demand letter may in the Board's discretion be sent to that Unit Owner reminding him/her of this obligation. This letter may notify the Unit Owner that if payment is not received by the tenth (10th) day of the following month, the Board will have the account sent to the Association's attorney for placement of a lien on the property. An additional late fee of twenty dollars (\$20) may be added for each month in which the account is delinquent. If placement of lien fails to resolve the Owner's indebtedness, the Board may at any time thereafter proceed with foreclosure on the Unit in the interest of the Association. If it becomes necessary for the Board to take legal action to collect a debt, all legal fees incurred by the Association shall be paid by the delinquent Unit Owner. The Board may vary from the standard notice procedures outlined in this section, including omitting notices or sending additional notices, provided that all notice requirements of state law are met.

22. REMODELING AND REPAIRING - Any Unit Owner who chooses to remodel or make repairs to his/her Unit must carefully observe the following restrictions and guidelines:

- A. No structural or load-bearing walls may be cut into or modified in any manner without specific authorization from the Board prior to construction.
- B. Unit Owners must make separate arrangements for the disposal of building materials, including, but not limited to carpets, padding, old appliances, old cabinets, etc. These items cannot be placed in the dumpsters on the property.
- C. Paint buckets and brushes cannot be cleaned up outside on walkways, landscaping, driveways, or parking areas.

- D. If a Unit Owner elects to remove or modify a partition wall (interior wall) within the Unit, the Unit Owner must provide the Board with a letter from a qualified engineer addressing the structural impact of the requested change and must receive prior written permission from the Association before any such modification is undertaken.
- E. A Unit Owner must make every reasonable effort to reduce the impact of their renovations on other neighboring Units, such as keeping the entry area to their Unit clean and free from construction dirt or debris. Unit Owners must also minimize the number of contractor vehicles parking directly in front of a given building entrance.
- F. If it is necessary for the Unit Owner to cut off the water to the building for renovation or repair(s), it is the Unit Owner's sole responsibility to notify all of their neighbors in that building at least forty-eight (48) hours in advance (except in the case of an emergency) that the water will be cut off. Such notice must be made in writing and posted on the front door of each affected Unit, giving the time of day and length of time the water will be off. Any Unit Owner not complying with this obligation will be subject to a fine without any further notice.
- G. All work within a Unit must be restricted to the following time frames so as not to unreasonably disturb neighboring Units:

Monday thru Friday	8:00 a.m. to 7:00 p.m.
Saturday	10:00 a.m. to 5:00 p.m.

No construction/renovations will be allowed on Sunday or holidays.

- H. Carpet on floor surfaces dampens and limits the transmission of noise between units. The use of flooring other than carpet is discouraged because of the increase in noise transmission. Regardless of floor covering material in a Unit, all Owners are bound by the noise restrictions and limitations set forth in the deed restrictions (including these Rules) of the Neely's Canyon Association.

Hard-surfaced flooring increases the noise transmission between units, as makes more likely an additional burden of needing to take additional measures and/or modify one's lifestyle in units (i.e. using furniture coasters under chairs/tables, using throw rugs in high-trafficked areas, wearing soft-soled shoes indoors, etc.) to keep noise within acceptable limits within a Unit.

The Board reserves the right to require the Unit Owner to add additional acoustical materials to the walls and/or sub-floors of the Unit to keep noise transmission to an acceptable level for the Unit below should noise be found to be in violation of the restrictive covenants. Compliance with any requirements imposed by the Association (such as a sound-dampening items) does not result in the Association's waiver of the right to pursue enforcement action should excessive noise continue to be generated. A Unit Owner is strictly liable for the consequences of any flooring or re-flooring, including excessive noise. Unit Owners are strongly encouraged to exercise caution and

consideration, and consult with flooring experts to ensure sound is properly contained to avoid having to remove the floor to make sound remediation after installation.

23. INSURANCE - *Nothing shall be done or kept in any Unit, or in the Common Elements in general, which will increase the rate of insurance for the Property without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his 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 will be in violation of any law.*

This shall further mean that no Unit Owner or Resident shall permit, create or allow to be created, any condition within his/her Unit which would represent a fire or safety hazard or a violation of the local fire codes. In addition, no Unit Owner or Resident shall permit any condition to exist within his/her Unit which may cause damage to, or create unsafe or unsanitary conditions in, the common or limited common elements or other neighboring Units.

24. DEDUCTIBLE –

- A. Per the Declaration, the Association carries property/casualty insurance on the Units, including all fixtures, installations or additions thereto contained within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the Units (as initially installed or replacements thereof), but Owners are responsible for personal insurance on all contents of the Units, including decorations, furnishings, and personal property located in the Unit. (Owners are also liable for liability insurance coverage within each of their individual units, and for any other insurance coverage they deem appropriate.)
- B. Damage less than Association deductible. If the cost to repair damage to a Unit or Common Element is less than the amount of the applicable Association insurance deductible, the party who would be responsible for the repair (per the declaration or other governing documents) in the absence of insurance shall pay the cost for the repair of the Unit or Common Element. Notwithstanding, if the need for repair to a Unit or Common Element is caused by the negligence or wilful misconduct of the Owner, an occupant of the Owner's Unit, or the Owner or occupant's family, guests, employees, contractors, agents, or invitees, that Unit owner shall be responsible for all damages to the Unit or Common Elements.
- C. Damage exceeds Association deductible. In the event of a loss covered by Association insurance to which a deductible is applicable (if the loss exceeds the deductible and the Association's insurance provides coverage), the Owner of the Unit where the loss is determined to have originated will be responsible for the total amount of any deductible under the insurance policy. (If the origin cannot be determined or the loss did not originate from a Unit, the Association will be responsible for the deductible except as otherwise provided below.) The Board of Directors of the Association in its sole reasonable discretion shall determine the origination of the loss.

Notwithstanding the above language of this subsection (C), if the need for repair to a Unit or Common Element is caused by the negligence or wilful misconduct of the Owner, an occupant of the Owner's Unit, or the Owner or occupant's family, guests, employees, contractors, agents, or invitees, that Owner shall be responsible for the deductible. The Board of Directors of the Association in its sole reasonable discretion shall determine the origination of the loss.

25. ENTRY WAYS, SIDEWALKS AND LANDINGS - Entry areas, walkways, steps and landings, etc. shall be kept clear of all obstructions that would hinder entry and exit of emergency personnel. Doormats and no more than 3 containers (i.e. pottery, wood, metal, etc.) can be placed in these areas. If, in the Board's opinion and following complaints from residents who share the common entryway, a violation has occurred, a warning letter will be sent for the first offense to the owner of the unit, requesting removal of improperly placed property. Thereafter, a fine will be assessed against the Unit Owner if the Unit Owner fails to remove the property. Should the problem continue, the Board may substantially increase the fines and/or take any necessary legal action.

26. OWNERS RESPONSIBLE; LEGAL FEES - Unit Owners are responsible for all actions and violations of their co-owners, guests and invitees, and their tenants, and their tenants' co-tenants, guests and invitees. Unit Owners are responsible for all legal fees and other costs of enforcement incurred by the Association in collection of amounts due, or enforcement of any violation of the Governing Documents.

27. CODE OF CONDUCT

For the benefit of all residents in the interest of having maximum ability of residents to both express their opinions and peaceably enjoy their homes and neighborhood, the board has adopted this rule. Officers, directors, owners, residents, and guests will conduct themselves in a neighborly manner when dealing with the Association's officers, directors, committee members, manager, employees, contractors, agents, and other owners, residents, guests, officers and directors. No person has the right to abuse or unreasonably annoy another or the duty to tolerate unreasonable annoyance or abuse.

A. Prohibited conduct. The following conduct is expressly prohibited in any communication between or among any of the above-described parties:

1. photographing or video taping residents or guests in the community without their express consent;
2. verbal abuse;
3. insults and derogatory name-calling;
4. cursing;
5. aggressive and/or threatening behavior;
6. hostile or unwanted touching/physical contact or threats of physical contact;
7. sexual harassment or lewd behavior;
8. posting correspondence on the doors of directors and officers;
9. correspondence, whether oral, written, or electronic, that is deemed in the board's or manager's sole discretion to be harassing or intimidating (the board and/or manager

may without limitation consider the tone, time, and frequency of correspondence, and whether previous reply has been given to similar correspondence, in determining whether correspondence is harassing or intimidating);

10. suggestive language or other language that is likely to be offensive to an ordinary person;
11. asking Association or management personnel to perform personal errands;
12. noise or other nuisance that unreasonably interferes with a resident's peaceful enjoyment of the community.

B. Requests to leave. Any Owner, resident, guest, director or officer who is requested by the board or managing agent due to actions in violation of this rule to leave the manager's office or an association facility or meeting shall do so immediately.

C. Communication with the Association Manager or Board. The board or manager may in their sole discretion require, upon notice to a resident or owner, that all non-administrative communication from the resident or owner be in writing and may require a particular form of writing (such as, without limitation, mail or email). The manager or board shall have the sole discretion to determine what is administrative; for example requests for pool keys, reports of needed repairs to common elements, account balance inquiries, and inquiries expressly allowed by governing law, are administrative communication.

Further, the Association may, upon notice to a resident or owner, direct the resident to discontinue all non-administrative communications, and may decline to reply to communications except as required by law. The board may require all communications to be through the management representative or other association agent only (may prohibit direct communication with directors or officers). For any situation involving immediate threat of physical harm to persons, 911 should be contacted.

D. Communication from tenants. All communications related to Association matters must come from owners rather than their tenants. The board or manager in their sole discretion may decline to reply to communications from tenants.

E. Association employees/contractors. Owners and residents may not instruct, direct, or supervise the association's or manager's employees, agents, or contractors unless otherwise directed to do so in writing by the board. Owners, residents, and guests may not harass or interfere with the performance of any duties being performed by the Association's or manager's employees, agents, or contractors.

28. **ROOF ACCESS** - Owners, residents and their contractors and guests may not access the roofs of buildings within the Neely's Canyon community without prior written permission from the Association.

Enforcement Guidelines

Listed below are the guidelines for the enforcement of the rules, regulations and restrictions of the Association. The guidelines for the application of fines for such violations are incorporated into these procedures. These guidelines are guidelines only – the Board may vary from these standard procedures when, in the Board’s sole discretion, circumstances so warrant, provided that all notice requirements of state law are met. Owners are liable for all violations of residents and guests (including tenants) in their unit, and all guests and invitees of residents.

Reporting Violations

When a violation of the restrictions is noted, it should be reported to the management company. Such report may be by phone or correspondence and should include as much detail as possible (such as time of day, nature of violation, Unit number or Unit Owner's name, etc.). Your anonymity will be protected as much as possible. However, if the violation is challenged by the other party, you may, at your option, testify to help substantiate the Association’s position.

Notification Process

A. When a violation is reported or noted by management and an action is warranted by the Board, a letter will be sent by first class mail or certified mail to the Unit Owner in question. This letter will identify the violation and request the voluntary cooperation and/or compliance by the Unit Owner. This letter will also give notice to the Unit Owner that (i) a fine will be assessed automatically if compliance is not forthcoming by the date specified in the letter, and/or (ii) a damage charge will be assessed, and provide notice of a 30-day right to a hearing to contest any potential fine. The amount of any fine or damage charge will be stated in the letter.

B. If a Unit Owner violates the same restriction within twelve (12) calendar months of the initial violation letter, an additional letter will be sent to that Unit Owner notifying the owner of a fine levy. This letter may be sent via first class or certified mail and will reiterate the violation in question and may also give notice to the Unit Owner that additional fine(s) will be assessed automatically if compliance is not forthcoming.

C. The Board shall be permitted to determine, in accordance with the bylaws, what constitutes a violation of any of the above rules and regulations. The amount and nature of the fines will be determined by the Board of Directors based on the specific nature of the violation(s). Each day a violation exists may be considered a separate violation for fining purposes.

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