



*Dana DeBeauvoir*

Dana DeBeauvoir, County Clerk  
Travis County, Texas

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\*Electronically Recorded\*

**CERTIFICATE OF PRESIDENT**  
*of*  
**RESOLUTION OF BOARD OF DIRECTORS**  
*of*  
**STILLHOUSE CANYON CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.**  
*adopting*  
**RESTATED COMMUNITY POLICIES FOR STILLHOUSE CANYON CONDOMINIUMS**

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STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

I, Marc Duches, President of Stillhouse Canyon Condominium Homeowners Association, Inc. (the "Association"), a Texas non-profit corporation, do hereby certify at a duly called meeting of the Board of Directors of the Association ("Board") held on the 8<sup>th</sup> day of June, 2021, with at least a majority of the Board being present thereat and remaining throughout and being duly authorized to transact business, the following resolutions were duly made and approved:

WHEREAS, on or about June 15, 2001, that instrument entitled "2001 Revised Declaration of Covenants, Conditions, and Restrictions for Stillhouse Canyon Condominiums" (the "Declaration") was duly recorded in the Official Public Records of Real Property of Travis County, Texas under Clerk's File No. 2001096410;

WHEREAS, Article IV, Section 4.4(a), of the Declaration provides, the Board may adopt rules and regulations (which may be referred to as Community Policies) so long as the rules are consistent with and not in conflict with the Declaration;

WHEREAS, Section 82.102(a)(7) of the Texas Uniform Condominium Act (the "TUCA") provides the Board of Directors of a condominium unit owner's association (unless otherwise provided in its declaration) has the power to "adopt and amend rules relating to the use, occupancy, leasing, or sale, maintenance, repair, modification, and appearances of the units and common elements to the extent the regulated actions affect common elements or other units".

NOW, THEREFORE, BE IT RESOLVED that the attached "Restated Community Policies for Stillhouse Canyon Condominiums" are hereby adopted and supersede and replace, in all respects, any previously adopted rules that address the topics contained therein.

I certify that I am the duly elected, qualified and acting President of the Association and that the foregoing resolutions were approved as set forth above and now appear in the books and records of the Association.

TO CERTIFY WHICH WITNESS MY HAND on this 7<sup>th</sup> day of July, 2021.

STILLHOUSE CANYON CONDOMINIUM  
HOMEOWNERS ASSOCIATION, INC.

By: [Signature]

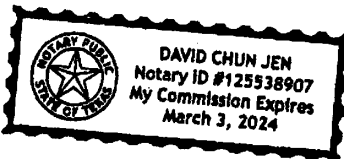
Printed: Mark Duchon

Its: HOA Board President

THE STATE OF TEXAS    §  
  §  
COUNTY OF TRAVIS    §

BEFORE ME, the undersigned notary public, on this 7<sup>th</sup> day of July, 2021 personally appeared Mark Duchon, President of Stillhouse Canyon Condominium Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

[Signature]  
Notary Public in and for the State of Texas



STATE OF TEXAS  
COUNTY OF TRAVIS

**RESTATED COMMUNITY POLICIES FOR  
STILLHOUSE CANYON CONDOMINIUMS  
(applicable to all owners, occupants, and guests)  
(Adopted March 2021, Amended May 2021)**

The Stillhouse Canyon Condominium Homeowners Association, Inc. ("Association") is governed by the 2001 Revised Declaration of Covenants, Conditions, and Restrictions for the Stillhouse Canyon Condominiums recorded as document no. 2001096410 of the Official Public Records of Travis County, Texas. (Together with all amendments, the "Declaration".) The Board of directors is authorized to adopt and amend rules. These rules represent an amendment and restatement of previously-adopted rules, and **replace and supersede** any previously-adopted rules (including those rules filed of record in document no. 2001096410 of the Official Public Records of Travis County, Texas, as amended by the rule amendments filed in document nos. 2012049646, 2015038254, 2017163309, and 2019165655 of the Official Public Records of Travis County, Texas.)

Portions of this document represent portions of the restrictions listed under Article II, Paragraph 2.9 of the **Declaration**. Paragraph 2.9 covers the Use and Occupancy Restrictions of the Homeowners' Association. Consistent with Article IV, Paragraph 4.4(a) of the Declaration, the Board of Directors has the authority to adopt and expand on rules and regulations (herein referred to as "Community Policies") as the need may arise.

The following is intended to help owners/residents become aware of, and remain in compliance with, all of the Policies and Regulations of the Homeowners' Association. Please note that these Policies and regulations apply to all residents of the Stillhouse Canyon Condominiums, not only to the legal unit owners. The terms "Unit Owner," "Owner" and "owner" should be read "owner or resident."

**Community Policies  
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**COMMUNITY POLICIES FOR  
STILLHOUSE CANYON CONDOMINIUMS**  
(applicable to all owners, occupants, and guests)

**POLICIES IN GENERAL.** Our Homeowners Association has adopted the following rules to help maximize enjoyment, maintain values, and assure the continued aesthetic beauty of our community. The rules apply to all owners and their families, tenants, and guests. The rules are automatically a part of each lease (even if they are not attached), and each owner is responsible for making sure his tenants have a copy of the rules and follow them. You are encouraged to ask your neighbors to follow the rules.

**COMMUNICATIONS.** Please direct any repair requests, complaints, or rule violations to:

Hank Legan, CPM  
Granite Properties of Texas  
808 West 10<sup>th</sup> Street  
Austin, Texas 78701  
(512) 469-0925 phone or (512) 469-0928 fax  
email: hank@graniteproperties.com

**ENFORCEMENT.** The rules will be strictly enforced. If the rules are violated by any occupant or guest of the owner's unit, the owner will be responsible for corrective action, damages, and fines.

*[Note to new owners: The following policies are partly from the Declaration and partly adopted by action of the Board of Directors. All Declaration provisions apply -- even if not set forth below. Except for provisions of these policies that come from the Declaration, the policies may be changed or added to by the Board.]*

**Policies Applicable to  
All Owners, Occupants, and Guests**

1. *Security, safety, and lighting.* Neither the Association nor the Association's management company provides or warrants security. Each occupant is responsible for the security of himself and his family and guests. Each Unit has (1) keyless deadbolts on all entry doors, (2) keyed deadbolts on all entry doors, (3) pinlocks on all sliding glass doors, and (4) doorviewers on all exterior door. Consult management regarding your statutory security device obligations as a landlord if you ever rent your unit. These locks provide added protection for occupants while inside the unit.

Occupants are requested to report common area lighting problems or hazardous conditions immediately to the Association's management company representative. The Association cannot and does not check exterior lighting on a daily basis. The Association generally must rely on unit owners and residents to notify the Association's managing agent when lights are burned out or insufficient in some manner. Clever criminals can defeat almost any kind of crime deterrent. Unit occupants must assume that electronic or mechanical devices may malfunction from time to time.

2. *Storage of property on private patios or balconies.* The only items which may be stored temporarily or permanently on private patios or balconies which can be viewed from common areas are the following: pool-side lounges and lawn chairs; exterior tables; live plants in hanging baskets or pots; one enclosed trash receptacle with lid; and one barbecue grill (which may not be used on the patio.). Nothing may be hung on the railings. Items stored on the patios must not appear to be in disrepair.

All other property must be kept inside the unit (or inside exterior closets or storage rooms), including towels, bathing suits, mops, brooms, barbecue briquettes, fuel, wood, tools, carpeting, boxes, plastic bags, beverages, furniture, automobile equipment, etc. All property stored in violation of this rule may be removed and disposed without prior notice by any board member or management company representative.

3. *Storage of property in common areas.* No property may be stored temporarily or permanently on sidewalks, balcony walkways, stair landings, parking lots, or other common areas. Garage sales and estate sales are not allowed. Management company employees and service personnel, Board members and persons designated by them may remove and throw away any property stored in violation of this rule.

4. *Property inside units.* The Association has the right and the responsibility to control the visual attractiveness of the property, including the right to require removal of objects which are visible from the common area and which detract from the property's appearance. Blinds and drapes must be in good repair, hung properly, and comply with Rule 9 regarding color and materials. Storage of boxes and personal property in carports is prohibited.

5. *No clothes drying outside units.* No clothes, towels or other items may be hung anywhere outside, i.e., on patios, patio railings, walkway balconies, balcony railings. Clothes or other items must be dried inside the units or in the laundry room dryers. Items being dried outside in violation of this rule may be removed and disposed of without prior notice by any Board member or management representative.

6. *Entry areas and sidewalks.* Entry areas, walkways, steps and landings shall be kept clean and neat by the owners using them. Only doormats and plants can be placed in these areas. Feeding bowls for pets may not be left outside since they attract stray animals and compound the "clean-up" problems. Owners must keep the concrete floor of their patios free of paint, stains, pet droppings, and debris. A unit owner will be charged if, after notice, the owner fails to clean his patio or remove improperly stored property and the Association does it for him.

7. *Trash.* Garbage, rubbish or cuttings shall not be left or deposited, even temporarily, on any common areas or patios. All of such refuse must be placed in the dumpster in the parking lot. No mattresses, appliances, construction debris, furniture or other similar bulky household items may be deposited or discarded in the dumpsters or recycling bins.

THIS POLICY SHALL TO THE FULLEST ALLOWABLE EXTENT BE CONSIDERED THE 'FIRST NOTICE' REGARDING AN OWNER'S OR OCCUPANT'S OBLIGATIONS CONCERNING THIS POLICY. ANY VIOLATIONS NOTED HEREAFTER MAY SUBJECT THE UNIT OWNER TO A FINE.

8. *Pets.* Dogs, cats, fish, birds and other animals may be kept in Units only in compliance with Association rules. Except for fish, no more than two animals may be kept in a Unit. Animals are not allowed in or near the pool area and may not exceed 40 pounds in weight, except for guide animals for disabled persons. Animals may not make excessive noise (in the sole judgment of the Board).

The Board may require evidence of excessive noise to be provided by the complainant to the Board (e.g., recordings). The Board will make a determination based upon the evidence available.

Excessive noise is noise that is persistent and occurs for an extended period of time or on a repeated basis. Without limitation, noise that occurs during waking hours for more than two minutes in any one-hour period is considered excessive (with a more restrictive standard generally being applicable to sleeping hours). The Board's determination of violations will be final. When determining if barking or other pet noise is a violation, the Board may take into consideration the volume, time of day, duration and frequency of barking, and any other considerations the Board deems relevant.

Animals may not be bred for commercial purposes. Animals except cats must be kept on a leash when outside a unit. Leashes may not be tied to objects and must be held by a person who can control the animal at all times. Animals may not be left alone outside a Unit. Owners of a Unit where an animal is housed have the responsibility to immediately clean up after such animals have defecated in Common Areas or in outside balconies, patios, or enclosed courtyards. If an animal or Unit Owner is in violation of these restrictions, the Declarant or Board may remove the animal from the Project and place the animal with the local humane society.

Used cat litter must be disposed of only in the trash dumpsters. It may not be dumped in flower beds because the ammonia will kill the vegetation. Owners must keep their units in a sanitary condition and free from fleas, pet parasites and noxious odors. Condominium unit owners shall be liable for damage caused to common elements by pets of the owner or the owner's tenants or guests. The condominium owner and the owner's tenants and guests shall be responsible for immediate removal of pet defecation from common areas. Pet feeding bowls may not be left outside. The Board of Directors may require permanent removal of any pet when the pet or its owner has repeatedly violated these rules or the pet has become objectionable in the opinion of the Board.

9. *Window coverings.* All exterior windows shall be covered by white, ivory or tan blinds or drapes. No foil or other material objectionable in the reasonable judgment of the Board of Directors shall be placed in or next to any window or sliding glass door. Burglar bars may not be installed.

10. *Signs.* "For sale" or "for rent" signs and all other signs are prohibited and may not be exhibited anywhere in the project, including from the interiors of the units. Board members and management company representatives may enter, without prior notice, and remove and throw away such signs. The policy regarding signs is subject to exceptions for the Declarant (developer) under the Declaration.

11. *Noise.* Condominium unit owners and occupants shall refrain from playing radios, televisions, stereos, and other electrical or mechanical devices so loud that they may be heard outside their condominium unit. Doors and windows must be shut when playing televisions, stereos and similar sound equipment at sound levels objected to by any unit owner, tenant, or management representative. Yelling or loud talking outside is prohibited.

12. *Pool rules.* Parents and persons caring for children shall take extra care to make sure that their small children do not enter the pool area without an adult who can swim. Swimming pool rules are posted by the pool and are summarized below.

- No lifeguard is on duty. Persons swim at their own risk.
- No child should use the pool unless accompanied by an adult.
- No pets or glass containers are permitted in the pool area.
- No diving, running, loud noises, or loud music are permitted.
- No guest is allowed unless accompanied by the owner or tenant of a unit.
- No more than four persons from a unit are permitted in the pool area at any one time.
- No private pool parties are allowed. All residents may use the pool anytime.
- No walkways around the pool may be obstructed by anyone.
- No swimming is allowed before 6:00 a.m. or after 11:00 p.m. on weeknights or 12:00 p.m. on Friday and Saturday nights.

13. *Mailboxes.* The Board of Directors has the exclusive right to designate the type, size and location, and signage on mailboxes. Names on the outside of mailboxes are not allowed and may be removed by management without prior notice because publicly identifying names with a particular unit increases the risk of crime for occupants of the unit.

14. *Nuisances.* No unsafe, noxious, offensive, or illegal activity, or odor is permitted on the Project. No activity shall be conducted on the property which in the judgment of the Board of Directors might reasonably be considered as annoying to neighbors of ordinary sensibilities, or might be reasonably calculated to reduce the desirability of the property for quality of living. No exterior loudspeakers or flashing lights shall be allowed. No person may do anything that will increase insurance rates for the Project without the prior written consent of the Board or which may cause such improvements to be uninsurable or which may cause any policy to be canceled, or suspended or materially modified by the issuing company.

15. *Children.* Each owner is responsible for the conduct of children who are tenants or guests in his unit. There is no lifeguard; all children or other persons who cannot swim should always be in the company of an adult when near the swimming pool. Children should not be left in a unit without an adult. No toys or other recreational equipment (adult or children's equipment) may be left outside.

16. *Antennas and satellite dishes.* The following antennas and satellite dishes are not permitted:
- (1) antennas or dishes that only transmit signals;
  - (2) antennas or dishes that interfere with reception of video signals by other units;
  - (3) antennas or dishes located in common areas, common elements or unit entry areas; and
  - (4) dishes greater than one meter in diameter.

Unless prohibited above, an antenna or satellite dish may be installed only: (1) inside a living area of a unit; or (2) outside on a patio, balcony or a yard area within the exclusive use or control of the owner. Such installation is allowed only if the plans and specifications for location, color, attachment, safety and screening are approved in writing by the Architectural Control Committee for compliance with the following standards.



**The antenna or satellite dish must:**

1. be properly bolted and secured to the concrete or wood deck, patio or balcony which is either part of the unit or a limited common element to which the unit owner has exclusive use;
2. be screened by a fence, wall, landscaping or potted plants to the greatest extent reasonably possible, in order to prevent the antenna or dish from being seen from any street, common area or other unit; and
3. be located, within reason, in the least visible place on the least visible balcony, deck or patio of the unit.

The Association is not responsible for the maintenance or repair of any satellite dish or antenna—even if it is attached to a limited common element. The unit owner is liable for all damages to Association property, personal property, animals and persons caused by the owner's installation of an antenna or dish. The unit owner is responsible for restoring any limited common element to its pre-antenna/dish installation status upon removal of the antenna or dish.

These location, installation and screening requirements are based on aesthetics, non-interference with reception by neighbors, preservation of property values and safety, including avoidance of injury or property damage from improperly installed or otherwise dangerous antennas or dishes.

17. *Water leaks and infiltration.* An owner shall be strictly liable, regardless of fault, for any damages anywhere by water leaks from the owner's dishwashers, bathtubs, showers, commodes, sinks, aquariums, waterbeds, and water furniture. Owners and tenants shall immediately report to the Association management any visible wall, ceiling, window, or door leaks and any other water infiltration or significant water spills or overflows since quick action may be needed by the Unit owner or the Association (whoever has the responsibility under this Declaration) to prevent mold, mildew, and structural damage to common elements or Units.

18. *Vehicle repair.* Except in an emergency when a vehicle is inoperable, no vehicle may be worked on anywhere on the Property. Otherwise, vehicles must be serviced or repaired off the property. Vehicles which have expired license plates, expired inspection stickers, flat tires or which are obviously inoperable due to missing parts are prohibited and be removed from the property at the owner's expense. Such vehicles must be removed from the property immediately upon notice from any Board member or management representative.

19. *Parking.* Each Owner and the Owner's family, tenants and guests may only park in the parking spaces assigned to the Owner's Unit on the Map. Such persons may park in any guest parking space in accordance with Association rules and in accordance with the following:

- (1) Parking of vehicles, motorcycles, and bicycles in grass areas, dirt areas, flowerbeds or sidewalks is prohibited. Owners and occupants shall park vehicles in their respective assigned parking space(s). No Unit Owner or occupant shall park, store, operate or keep within the Project any vehicle, motorcycle, motorbike, motor scooter, or such similar vehicle unless same is parked or stored within the parking space(s) of such Owner's Unit and such vehicle physically will be fully contained within the dimensions of the parking space. Commercial-type vehicles, trucks (except pickup trucks), camper units, motorhomes, trailers, boats, mobiles homes, and golf carts may not be parked on the Property. No Unit Owner or occupant shall park, store, operate, or keep within or adjoining the Project any vehicle over 18 feet long. Bicycles and similar items may not be parked or stored outside a Unit except that they may be stored on the back balcony or patio of a unit, subject to reasonable storage rules adopted by the Board. Washing of vehicles is not allowed anywhere on the Property.
- (2) No vehicles may be parked or left unattended in such a manner as to block the passage of other vehicles on the streets or in driveways to units. No vehicle may be left parked and unattended, in a street, along the curb, or in driveway areas in such a manner as to prevent the ingress and/or egress of emergency vehicles (i.e., fire EMS) or service vehicles (i.e. refuse trucks). No inoperable vehicle may be stored on the Property.
- (3) No more than two vehicles may be parked on the Property by an Owner or occupant at any time. The sole exception is that if a Unit is assigned more than two spaces, a Unit Owner/occupant may

park a vehicle in each space assigned to the Owner's Unit. For purposes of the parking rules, a vehicle will be considered the vehicle of an Owner/occupant (and not a guest vehicle) if the vehicle is present on the Property, for any length of time, on more than 5 days in any 30-day period. The Board may in its discretion make exceptions to this requirement, for example to allow someone who visits the property more than 5 days in a 30-day period to be considered a guest and allowed to park in guest parking, but all such exceptions must be in writing, and the Board may allow, condition, or disallow such exceptions in its sole discretion.

a. *Owner must park in assigned space(s).* Each Unit has its own assigned parking space(s). Owners/occupants must park in their assigned space(s); guest spaces may only be used by Owners/occupants if all assigned spaces are already utilized, and all use of guest spaces by Owners/occupants is subject to the restrictions in (3)(b) below.

b. *Owner parking in guest spaces.* An Owner/occupant may park in a guest space *only* if the Owner's unit has only one assigned space. If the Owner's Unit has only one assigned space, the Owner/occupant may park one (but no more than one) vehicle in a guest space at any time.

c. *Guest parking.* Except as allowed by (3)(b), guest parking is reserved exclusively for guests; owners/occupants may not park in designated guest spaces.

- (4) Motorcycles and similar motorized vehicles must be parked in the unit's parking space. Bicycles must be parked or stored inside a unit or on a back balcony or back patio. Non-assigned parking spaces may be assigned by the Board to accommodate disabled persons.
- (5) If someone is physically disabled, the Board will accommodate special requests for handicap parking if possible. Handicap parking signs must be honored.
- (6) The Board may adopt parking regulations and restrictions to resolve unanticipated parking problems, provided they are not in conflict with the Declaration.

20. *Anti-theft alarms.* Owners and occupant who have vehicles with anti-theft systems shall not allow the alarms or horns to go off and disturb other persons in the Project for more than three minutes; and any vehicle violating the three-minute rule shall be deemed to be illegally parked and subject to immediate towing, without prior notice to the vehicle owner or operator, by the Association under the Texas towing statutes. The Association may, without liability to the owner or operator of the vehicle, cut or disconnect any power source to such alarm or horn to avoid having to tow the vehicle.

21. *Towing illegally parked vehicles.* Vehicles parked in violation of these rules may be removed and stored without permission of the vehicle's owner or operator. Notice and removal shall be in accordance with Chapter 684, Texas Transportation Code. A unit owner is liable for all costs of towing illegally parked vehicles of the unit owner, his family, guests or tenants.

22. *Pest control.* The Association does not have responsibilities for pest control inside units. However, the Association shall have the right to enter and exterminate an owner's unit, at the owner's expense, if the owner's failure to control pests inside his unit is adversely affecting other units.

23. *Criminal activity.* While on the condominium project, no person may violate any criminal laws, health codes or other applicable laws. No tampering with water, lighting, sprinklers, pool equipment or other common elements or laundry room equipment is allowed.

24. *Utilities and leaks (see also Rule 34).*

- (a) Each owner shall be responsible for promptly fixing leaks in all plumbing lines, plumbing fixtures, lavatories, sinks, tubs, and shower stalls inside his unit or solely serving his unit.
- (b) If an owner fails in his obligations to repair, if the Association deems it necessary to repair any of these items inside an owner's unit or Common Area, the owner shall reimburse the Association for the cost of repair, plus 33% for administrative overhead.
- (c) If a loss is due wholly or partly to the neglect or willful or negligent act or omission of an Owner or resident or their invitee, the Association may hold the Owner responsible for all costs not covered by Association insurance, including any deductible.
- (d) In the event a claim is filed under and coverage granted by the Association's insurance, unless otherwise expressly provided in the Declaration, the affected Unit Owner(s) is/are responsible for any deductible (if more than one Unit affected, each Unit is responsible for his or her proportionate share of the

deductible, in accordance with Declaration Section 3.7). Unless otherwise expressly provided in the Declaration, if such claim includes a claim for damage to Common Area, the deductible liability shall be shared between the Association and the affected Unit(s) in accordance with the proportionate liability assigned to all parties per Declaration Section 3.7. For convenience, per Declaration Section 3.7:

- a. If Unit Owners and/or the Association are proportionately responsible [as outlined in Declaration Section 3.7], the proportion of responsibility of the Owner(s) and Association, as applicable, shall be the same proportion as the cost of repair to the respective Unit(s) or Common Areas. For example, if there is a \$10,000 deductible, and \$20,000 in damages to the Common Area, and \$2,000 in damage to a Unit, the Association's proportionate share of the deductible is  $(\$20,000/\$22,000 \times \$10,000) = \$9,090.91$ . The Unit Owner's proportionate share is  $(\$2,000/\$22,000 \times \$10,000 = \$909.09$ .
- (e) Nothing in these rules shall be interpreted to require the Association to file an insurance claim.

25. *Utility cutoff for delinquencies.* The Board of Directors may suspend water service to the owner's unit if (1) the owner is more than 45 days delinquent on any sums due the Association, (2) notice of the Association's intent to cut off the water is mailed to the unit owner at such owner's last known address, certified mail, return receipt requested, and (3) the owner has 30 days to appeal to the Board for a hearing on the Board's to decision to terminate utilities. Association representatives will then try to contact the owner by phone to warn him of utility termination of water service. The Board will consider a unit owner's written statement of extenuating circumstances of why water service should not be disconnected, or why water service should be reconnected. Entry into the interior of such unit for such purpose is not authorized. The Association may charge the unit owner a disconnect fee of \$50 and a reconnect fee of \$100. The Association shall have the right to inform all tenants of the existence of this rule and send notices to unit owners and their tenants of the Board's intent to enforce the rule. The Board may also notify the unit owners and their tenants when the water has in fact been cut off.

26. *Eviction of tenants.* Under the declaration, the Association has the right to evict an owner's tenant who substantially or repeatedly violates the Association's rules and regulations.

27. *Common area modifications.* No Owner may construct, alter, modify, landscape, trim, or otherwise perform any work whatever upon any of the Common Elements, Limited or General, without the prior written approval of the plans by the Board of Directors.

- (1) No exterior awning, shades, railings, or additional lighting may be installed.
- (2) Policy regarding balcony and entry areas of a unit:

- a. A unit owner may screen in their balcony with prior written consent of the Board of the HOA. The enclosure must use a screen mesh, including a solar screen, that is black or dark brown in color. Design allowances must be made to enable rain water to drain off the balcony floor without being obstructed or restricted in any manner to avoid leaks.

- b. The screen mesh must be installed over up-right supports not greater than four feet on center to minimize sagging. The mesh must be installed along the outer edge of the vertical supports.

- c. The wooden vertical supports and trim must be stained to match the color of the siding of the building.

- d. It is the sole responsibility of the unit owner to maintain at their own expense the screened enclosure. Owners must keep the enclosure in a good state of repair acceptable to the Board. If they fail to do this, the HOA may, after giving 30-days written notice, either repair or remove in the sole discretion of the Board, the enclosure in question. All costs associated with the removal or repair will be charged to the owner or placed as a lien if necessary. Failure to comply with removal or repair may result in a fine being assessed against the unit owner.

- e. The enclosure shall not be installed closer than 4 inches from the inside edge of the iron railing to facilitate painting and other maintenance. In no case shall the back railing be removed or incorporated within the enclosure.

- f. An owner must obtain written approval from the Board prior to starting construction of an enclosure. Failure to obtain approval will subject the owner to a fine and removal of the enclosure at their own expense. An owner may submit plans to Granite Properties of Texas for consideration by the Board at their next scheduled

monthly meeting. They are also encouraged, but not required, to attend that meeting to address any questions which may arise.

g. Under no circumstances may an owner be allowed to incorporate the square footage of the balcony into the conditioned living space of the unit. In other words, the enclosure must be made of screened mesh and cannot be made of glass, wood or other impermeable building material that would allow the interior space to be "conditioned" air. If done, the owner will be asked to remove the enclosure at his expense. Failure to do so will result in the steps outlined in paragraph 4. It is impermissible to incorporate limited common areas into the boundaries of a particular unit.

h. All enclosures must be installed in a sound workman-like manner to conform with local building codes. The determination of whether the enclosure is of suitable construction quality will be the sole decision of the Board.

(3) Flooring

- a. A unit owner may tile, stain or paint the floor of their patio/balcony without Board approval. Tiles shall be limited to thin set only intended for exterior use and shall not be installed in a manner that causes water to run back against the sliding glass door, window or perimeter walls.
- b. Owners who stain or paint the concrete floor must choose earth tones or neutral colors subject to approval by the Board. An owner who changes the original floor of their unit's balcony will be responsible for the care and maintenance of such flooring surface. This obligation shall survive the sale of the unit and will become the responsibility of any future owner(s) of that unit. As noted in paragraph #4 above, the Board may enforce this obligation after written notice.
- c. In the interest of architectural homogeneity, unit owners may not change the floors or walkways in the entry areas.

(4) Miscellaneous Provisions

- a. Unit owners may re-stain the siding of the balcony walls but the stain must match the original. Note that the HOA pays to have the cedar re-stained periodically as part of its on-going maintenance schedule. Homeowners may also paint their front door and paint their railings earlier than the routine maintenance schedule, but only if they use the original paint colors.
- b. Unit owners may install a screened door at the front of their unit but must select a style and color approved by the Board. Your request along with pictures and information regarding the door should be submitted to the Board for approval prior to installation.
- c. Unit owners may install one or more ceiling fans on their balcony without prior approval as long as the fan is properly maintained and hooked up to the unit owner's electricity.
- d. The entry areas of the units must allow for unobstructed access to the units.

28. *Common area repairs.* If the common area is in need of repair or maintenance, you are requested to contact the Association's management company immediately and leave a message about what needs to be fixed. This is especially important if exterior lighting or the automatic closing and latching devices on the pool gates are malfunctioning.

29. *Unit interior repairs by management company.* The Association's management company will respond to tenant requests for repairs only in case of an emergency. Tenants must contact the owner for repairs and installations. Upon request, the Association's management company will provide owners with the names and phone numbers of suggested workers for repairs and installations. Also, upon request by unit owners who are not delinquent in any sums due the Association, the Association's management company will arrange for repairs up to \$250 to the interior of a unit, do inspections, follow through, pay for repairs with Association funds, and handle the billings for a fee of 33% of the total of the repair costs. The repairs will be billed by the Association to the owner on the next billing cycle. Owners must look solely to the workmen or contractors performing the repair for warranties or guarantees. The Association assumes no responsibility for such work.

30. *Smoke detectors.* Each owner is required to have and maintain battery or A/C electric smoke detector(s) in his unit in accordance with state law. The occupants must keep any batteries in working condition at all times.

31. *Barbecue Grills.* Due to the high fire risk in the canyon it is the Association's policy that charcoal or gas grills may NOT be used or stored anywhere in the common or limited common areas of the property (including parking spaces). Electric grills are exempt from this restriction.

32. *Candles, Tiki-Torches or Open Flame Devices-* Candles, tiki-torches or any other similar open flame device is strictly prohibited anywhere in the common or limited common areas of the property. This includes entries, patios and balconies.

33. *Tree or Brush Cutting-* Residents may NOT cut any trees, trim limbs, brush, etc., in the common or limited common areas including the canyon. Violation of this policy will result in significant fines being assessed against the responsible party.

34. *General Policy Regarding Unit Repairs-* This policy is provided as an easy reference for homeowners. It is not a new policy but a clarification of long-standing policies and practices at Stillhouse in accordance with our Declarations and Policies and Procedures. Article 3.7, of the Declaration, provides a general description of a unit owner's responsibilities for maintenance. Unfortunately, not all such issues are easy to determine and may require assistance to find the source/problem. This is particularly the case with issues such as water leaks between units. As a result, the Owner may not be able to find the source and may require help from the Association. Listed below are the general policies regarding investigation, repair and responsibility for damages:

- (1) Determination of the Source If a unit owner cannot find the source of a problem they may request the assistance of the Association to make this determination. Listed below are two possible scenarios:
  - a. If it is determined that the source of the problem is coming from an item, fixture, appliance, mechanical equipment or any other item for which a unit owner has responsibility, then that owner is responsible for the cost of repair. If the owner cannot find the source and requests the assistance of the Association to investigate then they are also responsible for the cost of investigation unless the investigation reveals that the source of needed repair is Association responsibility.
  - b. If it is determined that the source is part of the common or limited common areas, save and except for those common elements solely serving one unit, then the Association will make the needed repairs to the common element or limited common element (except common elements solely serving one unit) and cover the costs of investigation.
- (2) Obligation for Damages In accordance with the insurance amendment to the declaration, each unit owner is responsible for repairs to their unit, repairs to fixtures (like plumbing lines) servicing only the owner's unit, and for their personal property. To help defray the cost they may choose to file a claim on their personal insurance policy. If the damage exceeds the deductible of the Master Policy and the loss is covered under the Master Insurance Policy, then the Board at its option may file a claim on the Policy to recover costs above the deductible. Unit owners are responsible for damages to their unit up to the limits of the Master Policy deductible (and for instances where there is no a coverage for the loss). The Association is not responsible for the cost of temporary housing for the owner, their tenant or their pets during any period of repair to the common or limited common areas. Unit owners may, at their option, purchase insurance to protect themselves against this exposure. Consistent with Article 3.7 of the Declaration (as amended), the only exception to this policy is that the Association will make drywall repairs associated with a roof leak if the unit owner is timely in reporting such leak. The purpose of this exception is to minimize damage to the structural integrity of the roof, common areas and the unit. This exception can be lost if the unit owner is negligent in timely reporting a leak.

35. *Smoking.* Stillhouse Canyon is a smoking-restricted community.

(1) All residents who engage in smoking or have guests or invitees who engage in smoking on balconies, porches or other common elements or limited common areas must provide and ensure the use of sturdy, fire-proof, non-tipping, outdoor ash trays. Such ash trays could include but are not limited to metal coffee cans filled with sand.

(2) No person on the property shall extinguish smoking materials in any way other than an ash tray as described in (1) above that is provided by the unit owner or resident. No smoking materials may be extinguished in the common areas including but not limited to the woods, landscaping or any paved area.

(3) No smoking is allowed in the Clubhouse or within the pool enclosure at any time.

(4) Notwithstanding, no use of a Unit may constitute a nuisance or unreasonable interference with the use and enjoyment by other residents of their own units and the Common Elements. In the event of a dispute as to whether smoking from one unit adversely impacts the use and enjoyment of another unit owner (including his use of any balcony or other common or limited common elements), the board in its sole discretion shall determine whether unreasonable interference exists and may without limitation enact a unit-specific rule that restricts or prohibits smoking in the unit that uses smoking materials.

36. *18 Wheelers.* All 18-wheelers are strictly prohibited on the property. All contents of an 18-wheeler arriving for delivery must be off-loaded to a smaller vehicle before entering the property, or transported manually from the 18-wheeler from its off-site location. Unit owners will be held responsible for damage to the property caused by an unauthorized 18-wheeler providing service to them or their unit.

THIS POLICY SHALL BE CONSIDERED THE "FIRST NOTICE" REGARDING AN OWNER'S OR OCCUPANT'S OBLIGATIONS CONCERNING THIS POLICY TO THE FULLEST EXTENT ALLOWED BY LAW. ANY VIOLATIONS NOTED HEREAFTER MAY SUBJECT THE UNIT OWNER TO A FINE.

37. *No Speeding or Wrong Way Travel.* No vehicle travelling on the property may exceed the posted miles per hour signage. No vehicle may travel the wrong way on a designated one-way road.

THIS POLICY SHALL BE CONSIDERED THE "FIRST NOTICE" REGARDING AN OWNER'S OR OCCUPANT'S OBLIGATIONS CONCERNING THIS POLICY TO THE FULLEST EXTENT ALLOWED BY LAW. ANY VIOLATIONS NOTED HEREAFTER MAY SUBJECT THE UNIT OWNER TO A FINE.

38. *Water Shut-offs by Owners.* If it is necessary for the Unit Owner to shut off water to the building for renovation or repair, 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 case of an emergency as described below). The notice must be in writing and posted on the front door of each affected Unit. Each written notice must give the following information: the date, time of day, and estimated length of time the water will be shut off, contact information including name, phone number and unit where the Unit Owner can be reached in advance of the shut-off, and the date the notice is posted. **In no event may water be shut off other than between the hours of 10:00 am and 4:00 pm<sup>1</sup>. Owners must cause water service to be restored no later than 4:00 pm.**

In the event of an emergency when notice cannot be given forty-eight (48) hours in advance, the Unit Owner must give as much notice as possible by contacting each neighbor in the building in person or by phone call if the shut-off is imminent. If unable to reach any neighbor by direct contact, the Unit Owner must leave a written note on the door giving them the information specified in the notice above.

THIS POLICY SHALL TO THE FULLEST EXTENT BE CONSIDERED THE "FIRST NOTICE" REGARDING AN OWNER'S OR OCCUPANT'S OBLIGATIONS CONCERNING THIS POLICY. ANY VIOLATIONS NOTED HEREAFTER MAY SUBJECT THE UNIT OWNER TO A FINE. An owner is liable for all damages to valves, pipes, or other damages to Units or Common Elements resulting from Owner's water shut off, and is responsible for all actions and damages of his contractor.

39. *Restricted Use of Gate Codes.* Stillhouse is a gated community to help ensure controlled access and privacy for residents. Each unit is assigned a unique gate code to facilitate access through the entrance gate. No owner, resident or any agent of an owner or resident may share or publish any gate code publicly, including on any

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<sup>1</sup> In the event water service needs to be shut off on multiple days, it MUST be restored each day at 4:00 and not shut off until 10:00 am the following morning.

form of social media such as Facebook, NextDoor, or a realtor's website or MLS listing. Owners are responsible for all actions of their agents, residents, and residents' agents.

Any gate code posted publicly or on social media will be nullified, and a notice will be sent to the unit owner. The owner must contact the property management company to have a new gate code issued. A gate code change fee of \$30.00 will be assessed, and fines may be levied in the Board's discretion, regardless of whether the owner participated in or knew about the public or social media posting. In addition, owners may request a change of gate code. A gate code change fee of \$30.00 will be charged for every requested gate code change and will be automatically applied to the owner's account. If more than two gate code change requests are made in any 12-month period, the fee for each subsequent gate code change will be twice the standard amount.

The Association may from time to time issue new gate codes and will provide owners notice of any change in their assigned gate codes. There will be no charge to homeowners when the gate code change is initiated by the Association unless the gate code change occurs because a gate code was posted publicly or on social media.

40. *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, derogatory name-calling, or demeaning comments;
  4. cursing or use of racial, ethnic, religious, or gender-related slurs;
  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 any item, including correspondence, on the door of any other resident, including directors and officers, or anywhere in the community, without express written permission from the Board. This prohibition includes placing any item in the area of the door(s) of any other resident, or anywhere else in the community, other than inside a resident's own unit or, to the extent authorized by Association restrictions, patios or balconies of the resident's own unit;
  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-emergency and non-administrative communication (emergency being immediate threat to persons or property) 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-emergency and 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.
- F. Fines/enforcement action. Notwithstanding any other language to the contrary in other Rules, absent resolution of the Board otherwise<sup>2</sup>, a fine in the amount of \$200/violation shall apply to any violation of this Code of Conduct. Owners are responsible for all violations of their unit's residents, guests, and invitees and their tenant's and their guest's and invitees.

41. *Temporary Health and Safety Protocols.* The Board may temporarily (for a duration of time set by the Board) close, curtail access to or hours of, restrict, or condition access to the common areas including the pool, pool yard and clubhouse in its reasonable discretion (for example due to health or safety concerns, governmental or CDC advisories, or any time the Board in its discretion deems such action necessary or appropriate.) The Board may prohibit, restrict, or condition visits by guests and invitees, for example, in response to health or safety or capacity concerns. The Board in its discretion may temporarily cease, and upon notice to owner(s) require owners and their contractors or other agents to cease, activities the Board deems non-essential. The Board may implement protocols in common areas to aid in protecting the health and safety of residents and guests. The Board may, upon notice, prohibit use of the common areas by any owner or guest violating the temporary health and safety protocol. The Board may act pursuant to the authority granted by this rule by adopting a resolution approved by the Board. Notice of any resolution adopted in accordance with this rule may be given by posting notice (a) in at least one conspicuous location on the common area, an Association website or other Association social media platform, and (b) emailing notice to owners for whom the Association maintains an email address (notice must be both posted either in common area or online, and emailed).

42. *No Tankless Hot Water Heaters.* Due to high electrical load demanded by tankless hot water heaters (also known as "instant-on" hot water), such heaters are not permitted and may not be installed in the condominium. Tankless hot water heaters that have been installed as of the date of this rule are permitted, but when such a heater is replaced, it may not be replaced with a tankless heater.

THIS POLICY SHALL TO THE FULLEST ALLOWABLE EXTENT BE CONSIDERED THE "FIRST NOTICE" REGARDING AN OWNER'S OR OCCUPANT'S OBLIGATIONS CONCERNING THIS POLICY. ANY VIOLATIONS NOTED HEREAFTER MAY SUBJECT THE UNIT OWNER TO A FINE.

#### **Policies Applicable Primarily to Owners**

43. *Leasing and Condominium Lease forms.* The Board recommends that all unit owners use the latest Texas Apartment Association Condominium Lease forms when leasing their units. Upon request, the Association will furnish, at no cost, to all unit owners: (1) the TAA Rental Application, (2) the TAA Condominium Lease, (3) the TAA Inventory and Condition form, and (4) the TAA Pet Agreement. Unit owners may legally use these lease forms since the management company managing the Association is a member of TAA. The Declaration requires

<sup>2</sup> The board may in its discretion pass a resolution setting fines for any specific violation on a case-by-case basis, at a higher or lower amount, as it believes appropriate.



owners to keep the management company informed of the names of all tenants and other occupants of leased units. Each owner is liable for all damages caused by the owner, his family and guests, and by the owner's tenants, and their family or guests. A copy of the Association rules must be attached to leases between unit owners and their tenants. The Association may attach a copy of these rules to the inside of the door of the heater closets in each unit. Free condominium lease forms (including rental applications and inventory forms) are also available from the Association.

Leasing of units is allowed only if: (i) All leases are in writing and are subject to the provisions of the Declaration and community policies, (ii) a copy of the then-current community policies are provided to an Owner's tenant by the Owner at the beginning of the lease term, (iii) the Unit is not leased for hotel or transient purposes or for less than 30 days.

44. *Leasing of units by management company.* The Association's management company may, with authority and compensation from a unit owner, lease, manage, and/or sell an owner's unit. In doing so, the management company does not represent or act for the Association. The management company is not paid by the Association to lease, manage, or sell individual units for the owners.

45. *Fines.* The Board may levy reasonable fines on unit owners for violating the Declaration or Rules. A minimum fine for each violation shall be \$25. Each day of violation may be deemed a separate violation by the Board. Fines may be assessed only if the unit owner is notified of the nature and approximate date of the violation and the amount of the fine. Any unit owner and/or his family, guest or tenant who has been fined may appeal the fine and appear before the Board to ask that the fine be dropped and to explain why. In order to appeal a fine, the owner must request such appeal in writing within 30 days of management's mailing of the fine notice to the owner. There must be notice of the alleged infraction and fine to the Owner no later than 45 days from the alleged infraction.

46. *Collection Policy & Late Charges.* Payment of monthly homeowner assessments are due by the first (1<sup>st</sup>) day of each month. Any payment not received in the office of the property management company, Granite Properties of Texas, by the close of business on the fifth (5<sup>th</sup>) day of each month is subject to a fifteen dollar (\$15) late fee, which will be automatically added to the owner's account. Should an owner remain delinquent through the fifth (5<sup>th</sup>) day of the following month, a certified demand letter will be sent to that owner reminding them of this obligation. This letter also notifies the owner that if payment is not received by the (5<sup>th</sup>) day of the following month, the Board of Directors may refer the account to its attorney for placement of a lien on the affected unit. An additional late fee of fifteen dollars (\$15) will be added for each month in which the account remains delinquent. If placement of a lien fails to resolve the owner's indebtedness, the Board of Directors may at any time thereafter proceed with foreclosure on the unit in the interest of the Association. If it becomes necessary for the Board of Directors to take legal action to collect a debt, all related legal and filing fees incurred by the Association shall be assessed to the delinquent owner.

47. *Hot checks.* The charge for a returned check is \$25 plus bank charges incurred by the Association.

48. *Board access to units.* The Association shall have the right to enter an Owner's Unit for purposes of (1) inspection for utility leaks and frozen pipes, (2) prevention of water pipe freezing (by turning on heat or dripping faucets), and (3) protection of property rights and quiet enjoyment of other owners. The Association may request but not require Owners to furnish the Association with entry keys to their Units for such purposes. If the Unit is unoccupied at the time such entry is needed for such purposes, only a locksmith may be used for gaining entry except in case of extreme emergency such as a fire. Emergency utility leaks may be repaired by the Association at the Owner's expense without prior notice. Utility leaks for which the Owner is responsible under the Declaration, Bylaws, or rules may be repaired by the Association at the Owner's expense with prior notice delivered to the Unit if the Owner fails to promptly repair them. If the Unit is vacant and for sale or lease, the Unit Owner shall furnish a key in a sealed envelope to the Unit to the Association until it is sold or leased, such key to be used only in the event of suspected utility leaks or repairs thereof.

49. *Delinquencies.* The Board and/or management may disclose in newsletters and by other means, the names of owners who are delinquent in any sums due the Association, the amount of the delinquencies, and the names of violators and disciplinary action taken against unit owners. The right to vote and the right to use common facilities such as the swimming pool, etc. of any Owner who is more than 30 days delinquent on any sum owed to the

Association are automatically suspended without notice. If an Owner is delinquent in the payment of any sum due the Association for a period of 30 days or more, any tenant of the Owner occupying the unit may pay any sums due to the Association by the Owner in order to avoid suspension of common area use rights; and the Tenant may deduct same from rent due to the Owner. If any owner is delinquent in the payment of any sum due the Association for a period of 60 days or more, the Board may (so long as the default continues) demand and receive from any tenant occupying the owner's unit the rent due or becoming due from the tenant to the owner, up to an amount sufficient to pay all delinquent sums due to the Association by the owner.

50. *Fees for special services.* Fees chargeable to Owners for special services (such as furnishing resale certificates, eligibility certificates, copies of declarations, copies of information sent to mortgagees, copies of accounting records, etc.) shall be set by the Board from time to time.

51. *Change of address.* Owners shall keep the Association timely informed of their current addresses and any change of addresses.

52. *Names and addresses of tenants.* Owners shall notify the Association of current names and addresses of tenants of their respective Units.

53. *Name and address of new Owners.* An Owner may not sell or convey his Lot without all monies due and owing to the Association being paid in full; and if such Owner does sell, convey, or transfer his Lot without paying such monies, such selling Owner shall remain liable for all monies accruing to the Association thereafter on such until such monies are paid in full. If an Owner sells or transfers Ownership of his Unit and fails to notify the Association of the sale, the selling Owner shall continue to be liable for the assessments accruing after the sale or transfer until such time as the selling or transferring Owner notifies the Association in writing of the name and address of the new Owner.

54. *Security device requirements if you rent your unit.* If you rent your unit, a special statute provides that you must rekey at every tenant turnover and you must install and maintain certain kinds of security devices in your unit. This is very important since you could be held responsible for crimes committed against your tenants that are caused in part by your failure to comply with the 1993 Texas Security Device Statute. The Board may, at the owner's expense, enter and install, repair, or rekey any security device required by the Texas Security Device Statute in order to cure a violation of the statute by the owner. The statute states that you must rekey between the date the old tenant moves out and the 7th day after the new tenant moves in.

55. *Interior Water Leaks.* Failure of a unit owner to promptly report a water leak to the Association within 30 days after evidence of the leak in the interior of the owner's unit can cause damage to be compounded many fold. This is especially true when leaks occur from windows, roofs, or other exterior areas. This can result in water running down the interior of perimeter walls and damaging the interior of the unit walls, and interior surfaces, ceilings or carpets in units. The failure of the owner to report such leak within 30 days after the first sign of the leak shall mean that the unit owner shall pay for 80% of the cost of any interior repairs to any common element which the Association would otherwise be liable to fix and pay for under the declaration. Unit owners must report evidence of any existing leak to the Association within that 30-day period. After that time, an owner is liable for 80% of the cost of interior repairs, and items for which the Association would otherwise be liable. Unit owners purchasing their units are responsible for the failure of the preceding owner to report such leaks, as applicable.

56. *Enforcement of Community Policies & Assessment of Fines.* Consistent with its authority as detailed in Article 4.4 (Administration and Enforcement of the Declaration, Bylaws and Rules) of the Declaration, the Board of Directors (Board) has adopted guidelines for the enforcement of the Declaration, Bylaws and Community Policies of the Association. In Addition, they have also established procedures for the application of fines for such violations. Listed below are the enforcement guidelines and the procedures for assessing fines:

#### Reporting Violations

When a violation of the restrictions is noted, it should be reported to the management company as soon as possible. Such report may be by phone or in writing and should include as much detail as possible (such as the date violation occurred, time of day, nature of violation, unit number or owner's name, etc.). If

requested, the reporting party's anonymity will be protected to the extent possible. However, if the violation is challenged by the other party, you may, at your option, testify before the Board.

Notification Process

- (1) When a violation is reported to or noted by management, a letter will be sent by first class mail to the owner of the unit. The letter will identify the violation and request the voluntary cooperation and compliance by the owner.
- (2) If there is a reoccurrence or continuation of the same violation within 12 calendar months of the initial violation, an additional letter will be sent to that owner. This letter will be sent via certified mail and will reiterate the violation in question. This letter will also give notice to the owner that a fine will be assessed automatically if compliance is not forthcoming by the date specified in the letter, or if there is a reoccurrence of the violation.
  - a. When a fine has been assessed, a letter is sent via certified mail informing the owner that a fine has been assessed against them for their continued violation of a specific restriction(s). They are also informed that they may appeal the fine within thirty (30) days in writing, or in person at the next scheduled Board meeting (the date of which will be stated in the letter). The Board will hear the owner's appeal and make a final decision considering any new information submitted by the owner. There must be notice of the alleged violation to the Owner no later than (45) days from the date of the alleged violation.
  - b. The Board shall be permitted to determine, in accordance with the Declaration and Bylaws, what constitutes a violation of any of the above restrictions or policies of the Association. The amount of fines will be determined by the Board based on the specific nature of the violation(s).

Owners are responsible for all violations, including property damage, committed by any resident or guest (including tenants) of their unit, and any contractors or invitees of the unit.

57. *Use of Clubhouse Facilities.* The clubhouse is available for reservation by Stillhouse Canyon homeowners only and is limited to parties of fifty (50) persons or less. The clubhouse cannot be reserved by a homeowner for functions to be given by someone other than the homeowner. There is no charge for use of the clubhouse. However, there will be a \$300 security deposit required when the clubhouse is rented. The deposit must be paid the day the keys are picked up from the Management Company. The security deposit is refundable as long as all rules are followed, there are no damages, and the facility has been cleaned consistent with the requirements of the Association. Reservations can be made through Granite Properties of Texas at 469-0925.

58. *Declaration Provisions.* Many of these policies are directly from the Declaration of Covenants, Conditions, and Restrictions which apply to owners and their occupants and guests. Some of the policies are in addition to what is in the Declaration. All Declaration provisions apply -- even if not set forth below. Except for provisions of these policies that come from the Declaration, the policies may be changed or added to by the Board.

59. *Non-Liability and Release of the Association, Officers, And Directors.* AS PROVIDED IN THE DECLARATION APPLICABLE TO THE CONDOMINIUM PROJECT, THE ASSOCIATION AND ITS OFFICERS AND DIRECTORS SHALL NOT BE LIABLE TO UNIT OWNERS, THEIR TENANTS, AND PERSONS ON THE PROPERTY AT THEIR INVITATION OR WITH THEIR PERMISSION, FOR PROPERTY DAMAGE, PERSONAL INJURIES OR HARM RESULTING AT ANY TIME FROM NEGLIGENT CONDUCT OF THE ASSOCIATION OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS RELATING TO ENFORCEMENT OR NONENFORCEMENT OF THE ASSOCIATION'S DECLARATION OR RULES. THIS INCLUDES BUT IS NOT LIMITED TO ANY DECLARATION PROVISIONS AND RULES REGARDING PET LEASH REQUIREMENTS, TRAFFIC INTERSECTION SIGHTLINES, SWIMMING POOL RULES, TRAFFIC SIGNS, VEHICLE PARKING, COMMON AREA LIGHTING OR FENCING, COMMON AREA SECURITY, HAZARDOUS MATERIALS STORAGE, ELECTRICAL LINES, OR SANITARY SEWER SYSTEM FAILURES, ETC. UNDER THE DECLARATION, BY ACCEPTANCE OF A DEED OR LEASE, OWNERS

AND TENANTS, AS WELL AS PERSONS ON THE PROPERTY AT THEIR INVITATION OR WITH THEIR PERMISSION, ARE DEEMED TO HAVE RELEASED THE ASSOCIATION AND ITS OFFICERS AND DIRECTORS FROM SUCH LIABILITY, TO THE EXTENT AUTHORIZED BY LAW. THE FOREGOING DOES NOT RELEASE AN OFFICER OR DIRECTOR FROM LIABILITY FOR ACTS OR OMISSIONS WHICH ARE (1) A BREACH OF THE OFFICER'S OR DIRECTOR'S DUTY OF LOYALTY AND FIDUCIARY DUTY TO THE ASSOCIATION OR ITS MEMBERS, (2) ACTS OR OMISSIONS NOT IN GOOD FAITH OR INVOLVING INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW, (3) A TRANSACTION FROM WHICH AN OFFICER OR DIRECTOR RECEIVES AN IMPROPER BENEFIT, WHETHER OR NOT THE BENEFIT RESULTED FROM AN ACTION TAKEN WITHIN THE SCOPE OF THE DIRECTOR'S OFFICE, OR (4) AN ACT OR OMISSION FOR WHICH THE LIABILITY OF THE DIRECTOR IS EXPRESSLY PROVIDED BY STATUTE.

Stillhouse Canyon Condominium Homeowners Association, Inc.



Signature: Marc Duchon

Printed Name: Marc Duchon

Title: HOA Board President

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 17 day of August, 2021, by MARC DUCHON in the capacity stated above.

[Signature]  
Notary Public, State of Texas