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STATE OF TEXAS §
COUNTY OF TRAVIS §

AMENDED AND RESTATED RULES
FOR
NORTHCAT VILLAS HOMEOWNERS ASSOCIATION, INC.

Document reference. Reference is hereby made to that certain Declaration of Covenants, Conditions and Restrictions for Northcat Villas, filed at Vol. 8501 Pg. 6 in the Official Records of Travis County, Texas (together with all amendments and supplements, the "**Declaration**").

Reference is further made to those "Bylaws of Northcat Villas Homeowners' Association, Inc." attached as Exhibit "H" to that Notice of Dedicatory Instruments, filed at Doc. No. 2013001878 in the Official Public Records of Travis County, Texas (together with all amendments thereto including those recorded in Document Nos. 2015071188 and 2018077518, all of the Official Public Records of Travis County Texas, the "**Bylaws**").

Reference is further made to those certain Amendment of Rules and Regulations of Northcat Villas Homeowners Association, Inc., filed at Doc. No. 2016007055 and 2018077510; and those certain rules attached as Exhibits "A", "B", "C", "D", "E", "F" and "G" to that Notice of Dedicatory Instruments, filed at Doc. No. 2013001878, and a rule documents filed of record in document no 2021097535, all in the Official Public Records of Travis County, Texas (together with all amendments and supplements, the "**Rules**").

The previously-adopted Rules are amended and restated in their entirety by this filing.

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of Northcat Villas Homeowners Association, Inc. (the "**Association**");

WHEREAS the Association, acting through its board of directors (the "**Board**"), is authorized by its Bylaws to adopt rules and has previously adopted the Rules; and

WHEREAS the Board on June 22, 2023 voted to amend and restated the Rules so that they now read in their entirety as attached hereto.

THEREFORE the amendments to the Rules, as shown on attached Exhibit "A", have been, and by these presents are, ADOPTED and APPROVED. The Rules amendments attached as Exhibit "A" replace and supersede all previous rules regarding the same subject matter.

NORTHCAT VILLAS HOMEOWNERS ASSOCIATION, INC.
Acting by and through its Board of Directors
Filed of record in accordance with Texas Property Code Ch. 202
Niemann & Heyer LLP, attorneys and authorized agents

Signature: _____
Connie N. Heyer

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was executed and acknowledged before me on the 26th day of July 2023 by Connie N. Heyer in the capacity stated above.

NOTARY PUBLIC STATE OF TEXAS
ELIZABETH A. ESCAMILLA
MY COMMISSION EXPIRES
October 8, 2026
NOTARY ID: 12840394-0

_____
Notary Public, State of Texas

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Northcat Villas Homeowners Association, Inc.
Amended and Restated
Rules and Regulations

Adopted By The NVC Board of Directors
June 22, 2023

APPLICATION

Pursuant to the Bylaws of the North Cat Villas (NCV) Homeowners Association, Inc., all NCV homeowners and their families, tenants, and guests, are required to abide by the following rules and regulations at all times. Owners are responsible for all violations of all residents of the unit, including tenants or guests:

ENFORCEMENT

The violation or breach of any dedicatory instrument of the Association shall give the Board the right:

a. To enter the lot on which, or as to which, such violation exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, item, or condition that may exist therein, contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass.

b. To enter the lot on which, or as to which, such violation exists and to replace, at the expense of the defaulting owner, any tree, plant, shrub, ground cover, structure, item, or condition that has been removed or modified therein contrast to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass.

c. To enjoin, abate, fine, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

d. To suspend the voting rights and the right to use the recreational facilities by an owner for a period not to exceed 60 days.

The Board may recover from any lot owner attorney's fees incurred by the Association in enforcing these rules and regulations, the bylaws, declaration or other laws against an owner, owner's family, guests, or tenants.

GENERAL RULES

1. Trash containers must be stored in garages except on the days of collection. Containers must be returned to storage on pick-up day.
2. Residents who engage in activities or actions which require additional maintenance or care to their surroundings or the common area or Association-maintained area will be required to pay for such services.
3. A "for sale" or "for rent" sign, of a reasonable type, size, and appearance, (no larger than 9 sq ft) which is similar to other signs customarily used to advertise property, is permitted.

4. No activity shall be conducted on the property which, in the judgement of the Board of Directors, might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities or might be reasonably calculated to reduce the desirability of ~~the property~~ NCV as a residential neighborhood.
5. While in the NCV community, no person may violate any criminal laws, health codes, or other applicable laws.
6. The Association does not provide security for its residents.
7. There shall be no tampering with water, lighting, sprinklers, pool equipment, trees or shrubs located in the common areas, or other common area elements.
8. No garage or yard sales are permitted.

GARAGES, VEHICLES, AND PARKING

1. All garage doors shall remain closed, except when the garage is attended by a resident.
2. No vehicle shall be parked on any street at any time.
3. Vehicles belonging to homeowners or residents must be parked only in a garage or driveway from 8:00 am to 7:00 pm; such vehicles may be parked in parking areas outside of these hours. Vehicles may never be parked on unpaved areas or other areas not designated for parking.
4. No mobile home, trailer commercial vehicle, ~~R. V.~~ recreational vehicle, boat, or inoperable vehicle shall be stored or parked on any driveway, street, or common area parking.
5. The Association shall have the authority to tow away and store any vehicle in violation of the above restrictions, at the vehicle owner's expense.
6. Vehicle repairs, including oil changes, involving possible spillage or loss of viscous materials, grease, or corrosives are prohibited in all driveways, streets, and common area parking.
7. Damage done to any common area property (sprinkler heads, pool equipment, lighting, trees, shrubs, etc.) resulting from the actions of a homeowner, their family, tenants, contractors, or guests will be repaired or replaced at the owner's expense.

ENVIRONMENT – ARCHITECTURE

1. No improvements may be constructed or erected on any lot without the prior written approval of the Environmental Control Committee. Examples of improvements include (but are not limited to): exterior painting or repainting, structural modification to homes, decks or patios, installing or replacing exterior light fixtures, skylights, windows, exterior doors, and roofing.
2. The Environmental Control Committee shall meet within 15 days of a request and approve or disapprove all said proposed plans within calendar days of their initial meeting.
3. If a homeowner disagrees with the decision of the Environmental Control Committee, the homeowner has the right to appeal the decision in writing to the Board of Directors. The Board shall meet to consider the appeal within 15 days of receipt of the written protest, and will act on the appeal within 30 days of the meeting.

ENVIRONMENT – LANDSCAPE

1. The homeowner shall provide and maintain all landscaping on their lot in a professional manner, including but not limited to the proper watering, mowing, and trimming of all grass, shrubs, and trees[1].
2. A homeowner's use of a professional landscape company to maintain their lot is limited to the hours of 9:00 am to 4:30 pm on Wednesdays only. The board by resolution may change the day of the week that landscape is allowed. If circumstances require maintenance be done at another time and day, the homeowner can appeal to the Board of Directors, as a whole, for a one-time deviation from this requirement.

SWIMMING POOL

1. All pool guests must be invitees of a homeowner or resident, and must be accompanied by the homeowner or resident at all times. Family members do not have to be accompanied by the homeowner or resident. No pool keys may be given to non-residents for permanent use. Homeowners are responsible for the actions of their families, tenants, and guests.
2. Children under the age of 16 should be accompanied by an adult. Non-swimmers of any age must be accompanied by a person who can swim.
3. Appropriate swimming attire must be worn while in the pool or pool area.
4. No glass or breakable containers are allowed in the pool or pool area.
5. Pets are not allowed in the pool or the pool area.
6. No person may use the pool who has a communicable disease.
7. No rough or boisterous play, wrestling, or running is permitted.
8. Floats, soft toys, etc. are allowed in the pool, however, their use shall not interfere with the normal swimming activity of others.
9. Trash shall be place in the containers provided.
10. No wheel vehicles (except wheelchairs) are allowed in the pool area.
11. Each homeowner or resident should ensure ~~that~~ the gates are locked when leaving the pool area.
12. All swimming is done at your own risk.
13. The pool is for the exclusive use of homeowners, residents, and their guests.
14. Residents may reserve the pool area for private parties by contacting the Association's manager and completing the NCV Homeowners Association Pool Reservation Form on the NCV portal. Reservations must be made at least two weeks prior to the party and notice must be posted at the pool 10 days prior to the event. There will a three-hour limit on all parties. Reservations are on a first-come, first-serve basis. In no instance will the Association allow

[1] Effective 5-1-23, the HOA will no longer maintain front yards and owners will be responsible for all lot maintenance, including front yards.

more than two private parties per month and no one homeowner or resident may have more than two pool parties per year. The homeowner or resident must provide the Association with a $200.00 deposit and is responsible for any damages to the pool or pool areas and all clean up. The resident will be required to sign a "release of liability" for the Association and all other homeowners.

PETS

1. No owner of a pet, or any person who has the possession or control of a pet, shall knowingly, carelessly, or negligently permit the pet to defecate upon the private property of the another or using common area without immediately removing the fecal matter from such property, including cleaning as necessary.
2. No structure for the care, housing, or confinement of the any pet shall be allowed in any area.
3. All dogs must be kept on a leash in the common area.
4. No pets are allowed in the pool area at any time.
5. No pet shall be allowed to make an unreasonable amount of noise so as to become a nuisance to neighbors.
6. The pet owner will be required to remove from the complex any pet declared a nuisance by the Association as described in the Bylaws and Declaration. This includes but is not limited to:
   a. Any pet found to annoy, molest, or inconvenience any other owner or resident.
   b. Any pet allowed to defecate or urinate in a manner that results in an accumulation of waste upon or adjacent to any dwelling, lot or common area, rendering such property or a portion thereof unsanitary or odoriferous.
   c. Any pet left unattended outside the air-conditioned space of the dwellings.

LEASING

(officially added to the Rules and Regulations on 05/21/2018 by TCC Instrument No. 2018077510, including bold and underlined text)

1. Definition of Leasing. A lot is deemed "leased" and its occupants deemed "tenants" for purposes of this policy and other lease-related provisions in the governing documents, except when: (i) the Lot is occupied by the Lot owner, (ii) the Lot is occupied by a person immediately related to the owner by blood, marriage or adoption[2], (iii) the Lot is vacant, or (iv) title to the Lot 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 Lot owner and the occupant(s) or whether any financial consideration has been provided for the right of occupancy.
2. General Lease Conditions. The leasing of Lots is subject to the following general conditions:

[2] *A situation where an 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*

(1) no Lot may be rented for transient or hotel purposes or for an initial lease term of less than 6 months, except that the Board shall have the sole discretion on a case-by-case basis to grant prior written consent for a shorter lease term, but in no event may term be shorter than 30 days[3];

(2) no Lot may be subdivided for rent purposes, and not less than an entire home may be leased;

(3) all leases must be in writing and must be made subject to the governing documents;

(4) an owner is responsible for providing his tenants with copies of the governing documents and notifying them of changes thereto; owners are responsible for all governing documents violations by their tenants, occupants, or their guests;

(5) each tenant is subject to and must comply with all provisions of the governing documents, federal and State laws, and local ordinances; and

(6) an owner must provide the Association a complete and legible copy of the fully-executed lease prior to occupancy by a tenant, *except that copies of leases for homes being leased at the time of this rule adoption ("Grandfathered Leases") shall be delivered to the Association within15 days of notice that this provision has been adopted.*

(7) No Lot owner may advertise the lease of any Lot for a term of less than the minimum lease term. All advertisements for the lease a Lot must clearly state the 6-month minimum lease term required by this rule (or any longer term the Owner wished to apply, or any lesser lease term that the Board has expressly approved in writing). Daily or weekly rates (or any rate leads than monthly) may not be advertised. Fines will automatically be assessed for any violation of this rule, regardless of whether the advertised Lot is actually leased for a period of less than the minimum lease term. Fines will assed in an amount determine by the board, provided that the minimum of the fine for violation of this rule shall be the advertised nightly, or prorated nightly (if ad offers no daily but a weekly or monthly rate) rate offered in any advertisement.

3. Rental Subsidies. Owners may not lease Lots to tenants receiving rent assistance in the Section 8 housing program or any other rent assistance program.

4. Screening of Tenants and Occupants; Proof of Screening. Prior to leasing to anyone or allowing anyone except the Owner, or an individual related to the Owner by marriage, blood or adoption, to occupy a home, an Owner must access the criminal background of potential occupants and without limitation obtain a report based upon Texas Department of Public Safety criminal history and sex offenders searches both for the named tenants/occupants under the lease and all unnamed persons whom the Owner knows, or comes to know, are occupying or will occupy the leased home. (Criminal reports may be purchased from the DPS website at www.tcdps.state.tx.us for a small fee).

An Owner must provide proof of screening within three days of a receipt from the Association. Owners should consult their own attorneys in determining criminal history

[3] *For example and without limitation, the board may consider granting permission or a lease term of less than six months in instances where the owner intends to stay with a relative in need of assistance for 30-6- days, in instances where owners will be traveling for an extended period but less than six months, and the instances*

disqualifications, but for example and without limitation, to the maximum extent allowed by law, sex offenders who are required to register as such with the Texas Department of Public Safety are not allowed to be occupants.

5. Eviction of Tenants. Every lease agreement on a Lot, whether written or oral, express or implied, is subject to and is deemed to include the following provisions:

   A. Violation Constitutes Default. Failure by the tenant or his invitees to comply with the governing documents, federal or State law, or local ordinance is deemed to be a default under the lease. When the Association notifies an owner of his tenant's violation, the owner will promptly obtain his tenant's compliance or exercise his rights as landlord for tenants breach of lease.If the tenant's violation continues or is repeated, and if the owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the Association has the power and right to pursue the remedies of a landlord under the lease or State law for the default, including eviction of the tenant, subject to the terms of this paragraph.

   B. Association as Attorney-In-Fact. Notwithstanding the absence of an express provision in the lease agreement for enforcement of the governing documents by the Association, each owner appoints the Association as the attorney-in-fact, with full authority to act in his place in all respects, solely for the purpose of enforcing the governing documents against his tenants, including but not limited to the authority to institute forcible detainer proceedings against his tenant on his behalf, provided the Association gives the owner at least 10 days' notice, by certified mail, of its intent to so enforce the governing documents.

   C. Association Not Liable For Damages. The owner of the leased Lot is liable to the Association for any expenses incurred by the Association in connection with enforcement of the governing documents against his tenant, including attorneys fees, and including costs of any eviction. 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 governing documents against the owner's tenant.

6. Grandfathered Leases. All lease agreements in effect as of the date of adoption of this rule are deemed "Grandfathered Leases". Grandfathered Leases are not terminable by the Association due to an initial lease term of fewer than 6 months or participation in a rent assistance program. However, Grandfathered Leases may be renewed only in accordance with these rules. For example, if the Grandfathered Lease is one that participates in the rent-assistance program, the lease may not be renewed at the end of the lease term.

   Owners leasing their Lots at the time of adoption of this policy must perform the following within 15 days of notification of adoption of this policy: (i) deliver to the Association a complete legible copy of the agreement; and (ii) perform the due diligence related to background checks outline in paragraph 2, above. Owners who fail to provide a copy of the lease agreement or perform the required due diligence within 15 days of notification will not be entitled to protected Grandfathered Lease status.

   After the expiration of the initial term of a Grandfathered Lease, or if the initial term has passed at the time of adoption of these leasing rules, any renewal term, the Lot and any leases for it shall be subject to all of the provisions contained within these leasing rules.

AMENITY USE

(officially added to the Rules and Regulations on 05/03/2021 by TCC Instrument No. 2021097535, including underlined text)

1. Temporary Health and Safety Protocols. The Board may temporarily (for a duration time of the Board's discretion) close, curtail access to or hours of, restrict, or condition access to the common areas 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 necessarily or appropriate). The Board may prohibit, restrict, or condition visits by guests and invitees, for example in response to health and 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 guest. 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 either in at least one conspicuous location on the common area or an Association website or other Association social media platform, and emailing notice to owners for whom the Association maintains an email address (notice must be posted either in common area or online, and emailed).

STANDBY ELECTRIC GENERATORS

(officially added to the Rules and Regulations on 01/15/2016 by TCC Instrument No. 2016007055, including underlined text)

1. General. Unless otherwise approved in writing by the Environmental Control Committee (the "EEC") which approval may be denied, approved, or approved with conditions, an Owner may not install a standby electrical generator except in compliance with this rule.
2. Scope of Rule. A standby electrical generator is the only device that may be used to provide backup electric service to a residence. A "standby electrical generator" mens a device that converts mechanical energy to electric energy and is:
   a. Powered by natural gas, liquified petroleum gas, diesel fuel, or hydrogen;
   b. Fully enclosed in an integral manufacturer-supplied sound attenuating enclosure;
   c. Connected to the main electrical panel of a residence by a manual or automatic transfer switch;
   d. Rated for a generating capacity of not less than seven (7) kilowatts; and
   e. Permanently installed on a lot.
3. Conflict With Other Provisions. Per state law, this rule relating to standby electrical generators controls over any contrary provision in the Association's governing documents.
4. Prior Approval Required. Prior to the installation of any standby electrical generator or any part thereof, an owner must receive written approval of the ECC. Owners wishing to install

standby electrical generators must submit plans and specifications to the ECC. The following requirements apply to plans and specifications:

a. An owner must provide a reasonably accurate and scaled schematic of the lot showing the property boundaries of the lot and the location of the residence, other permanent structures, fencing, and any adjoining streets. The schematic must also contain a scaled drawing of the generator at the proposed location, and indicate the distance (in feet and inches) from the closest rear and side lot line.

b. All other applicable information typically required by the Association for architectural approval (e.g. color samples, samples of screening materials, etc.) and necessary to ensure compliance with this rule must also be provided.

5. Installation. The following installation requirements apply to standby electrical generators:

a. Installation must be done in compliance with the manufacturer's specifications and applicable governmental health, safety, electrical, and building codes.

b. All electrical, plumbing, and fuel line connections must be installed by a licensed contractor.

c. All electrical connections must be installed in accordance with applicable governmental health, safety, electric, and building codes.

d. All natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections must be installed in accordance with applicable governmental health, safety, electric, and building codes.

e. All liquified petroleum gas fuel line connections must be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and other governmental health, safety, electric, and building codes.

f. If a generator uses a fuel tank that is separate from the generator (i.e. tank is not manufactured as an integral part of the generator system), the fuel tank must be installed in compliance with municipal zoning ordinances and governmental health, safety, electric, and building codes.

6. Maintenance. The following maintenance requirements apply to standby electrical generators:

a. The generator and its electrical and fuel lines must be maintained in good condition at all times, including maintenance that is compliance with the manufacturer's specifications and applicable governmental health, safety, electric, and building codes.

b. Any deteriorated or unsafe component of a standby electrical generator, including electrical and fuel line, must be promptly repaired, replace, or removed.

c. A generator may be tested for preventative maintenance only between 9:00 AM and 6:00 PM and not more frequently than suggested by the manufacturer.

7. Location. The following requirements apply to the location of a standby electrical generator:

a. Generators must be located in the rear yard area of the lot (behind the rear-most building line of the home). The generator may not be visible from a street, and common area, or the ground level of another lot unless it is screened in compliance with Section 8.

b. The ECC may, in its sole discretion, grant a variance to allow the generator to be located in an area other than as described in subsection (a) if the ECC deems that a variance is appropriate as a result of topographical or other issues and a plan for adequate screening of the generator is submitted and approved.

c. The ECC will grant a variance allowing the generator to be installed in a location other thanks required under subsection (a) if the owner can document in a format reasonably acceptable to the ECC that locating the generator in the rear yard will increase the installation cost by more than 10% or increase the cost of installing and connecting fuel lines by more than 20%. Even if such a variance is granted, the screening requirements outlined in Section 8 must be met.

d. Generators are expressly prohibited from being located on Association common areas or any other areas maintained by the Association.

e. No portion of the generator may be installed within any applicable setback.

8. Screening. Owners must completely screen a standby electrical generator from view if the generator is:

a. Visible from the street faced by the dwelling;

b. Located in an unfenced side or rear year of a residence and is visible either from an adjoining residence or from adjoining property owned or maintained by the Association.

or

c. Located in a side or rear year fenced by a wrought iron or residential aluminum fenced is visible through the fence either from an adjoining residence or from the adjoining property owned or maintained by the Association.

Submitted plans must include as-installed dimensions and types all landscaping to be used for screening and the color, materials, and dimensions of any proposed screening materials and/or structures.

9. Allowable Use. A standby electrical generator may not be used to generate all or substantially all of the electrical power to a residence except when utility-generated electrical power is unavailable or intermittent due to causes other than nonpayment for utility service to the residence.

RECORD PRODUCTION

1. Conflict with Other Provisions. Per state law, this Section controls over any provision in any other Association governing document to the contrary to the extent of any conflict.

2. Request for Records. The Owner or the Owner's authorized representative requesting Association records must submit a written request by certified mail to the mailing address

of the Association or authorized representative as reflected on the most current filed management certificate. The request must contain:

a. sufficient detail to describe the books and records requested, and
b. an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records.

3. Timeline for record production.
   a. If inspection requested. If an inspection is requested, the Association will respond within 10 business days by sending written notice by mail, fax, or email of the date(s) and times during normal business hours that the inspection may occur. Any inspection will take place at a mutually-agreed time during normal business hours, and the requesting party must identify any books and records the party desires the Association to copy.
   b. If copies requested. If copies are requested, the Association will produce the copies within 10 business days of the request.
   c. Extension of timeline. If the Association is unable to produce the copies within 10 business days of the request, the Association will send written notice to the Owner of this by mail, fax, or email, and state a date, within 15 business days of the date of the Association's notice, that the copies or inspection will be available.

4. Format. The Association may produce documents in hard copy, electronic, or other format of its choosing.

5. Charges. Per state law, the Association may charge for time spent compiling and producing all records, and may charge for copy costs if copies are requested. Those charges will be the maximum amount then-allowed by law under the Texas Administrative Code. The Association may require advance payment of actual or estimated costs. As of July, 2011, a summary of the maximum permitted charges for common items are:
   a. Paper copies - 10¢ per page
   b. CD - $1 per disc
   c. DVD - $3 per disc
   d. Labor charge for requests of more than 50 pages - $15 per hour
   e. Overhead charge for requests of more than 50 pages - 20% of the labor charge
   f. Labor and overhead may be charged for requests for fewer than 50 pages if the records are kept in a remote location and must be retrieved from it

6. Private Information Exempted from Production. Per state law, the Association has no obligation to provide information of the following types:

   a. Owner violation history
   b. Owner personal financial information
   c. Owner contact information other than the owner's address
   d. Information relating to an Association employee, including personnel files

7. Existing Records Only. The duty to provide documents on request applies only to existing books and records. The Association has no obligation to create a new document, prepare a summary of information, or compile and report data.

RECORD RETENTION

1. Conflict with Other Provisions. Per state law, this Section relating to record retention controls over any provision in any other Association governing document to the contrary to the extent of any conflict.

2. Record Retention. The Association will keep the following records for at least the following time periods:
   a. Contracts with terms of at least one year; 4 years after expiration of contract
   b. Account records of current Owners; 5 years
   c. Minutes of Owner meetings and Board meetings; 7 years
   d. Tax returns and audits; 7 years
   e. Financial books and records (other than account records of current Owners); 7 years
   f. Governing documents, including Articles of Incorporation/Certificate of Formation, Bylaws, Declaration, Rules, and all amendments; permanently

3. Other Records. Records not listed above may be maintained or discarded in the Association's sole discretion.

PAYMENT PLANS

1. Conflict with Other Provisions. Per state law, this Section controls over any provision in any other Association governing document to the contrary.

2. Eligibility for Payment Plan.

   Standard payment plans. An Owner is eligible for a Standard Payment Plan (*see* Rule 3 below) *only* if:
   a. The Owner has not defaulted under a prior payment plan with the Association in the prior 24-month period;

   b. The Owner requests a payment plan no later than 45 days after the Association sends notice to the Owner via certified mail, return receipt requested under Property Code §209.0064 (notifying the owner of the amount due, providing 45 days for payment, and describing the options for curing the delinquency). Owner is responsible for confirming that the Association has received the Owner's request for a payment plan within this 45-day period. It is recommended that requests be in writing; and

   c. The Association receives the executed Standard Payment Plan and the first payment within 15 days of the Standard Payment Plan being sent via email, fax, mail, or hand delivered to the Owner.

   Other payment plans. An Owner who is not eligible for a Standard Payment Plan may still request that the Association's Board grant the Owner an alternate payment plan. Any such request must be directed to the person or entity currently handing the collection of the debt (i.e., the Association's manager or Association's attorney). The decision to grant or deny

an alternate payment plan, and the terms and conditions for any such plan, will be at the sole discretion of the Association's Board.

3. Standard Payment Plans. The terms and conditions for a Standard Payment Plan are:

   a. *Term*. Standard Payment Plans are for a term of 6 months. (See below for Board discretion involving term lengths.)

   b. *Payments*. Payments will be made at least monthly and will be roughly equal in amount or have a larger initial payment (small initial payments with a large balloon payment at the end of the term are not allowed). Payments must be received by the Association at the designated address by the required dates and may not be rejected, returned or denied by the Owner's bank for any reason (i.e., check returned NSF).

   c. *Assessments and other amounts coming due during plan*. The Owner will keep current on all additional assessments and other charges posted to the Owner's account during the term of the payment plan, which amounts may but need not be included in calculating the payments due under the plan.

   d. *Additional charges*. The Owner is responsible for reasonable charges related to negotiating, preparing and administering the payment plan, and for interest at the highest rate allowed by applicable law then in effect, all of which shall be included in calculating the total amount due under the plan and the amount of the related payments. The Owner will not be charged late fees or other charges related to the delinquency during the time the owner is complying with all terms of a payment plan.

   e. *Contact information*. The Owner will provide relevant contact information and keep same updated.

   f. *Additional conditions*. The Owner will comply with such additional conditions under the plan as the Board may establish.

   g. *Default*. The Owner will be in default under the plan if the Owner fails to comply with any requirements of these rules or the payment plan agreement.

4. Account Sent to an Attorney/Agent for Formal Collections. An Owner does not have the right to a Standard Payment Plan after the 45-day timeframe referenced above. Once an account is sent to an attorney or agent for collection, the delinquent Owner must communicate with that attorney or agent to arrange for payment of the debt. The decision to grant or deny the Owner an alternate payment plan, and the terms and conditions of any such plan, is solely at the discretion of the Board.

5. Default. If the Owner defaults under any payment plan, the Association may proceed with any collection activity authorized under the governing documents or state law without further notice. If the Association elects to provide notice of default, the Owner will be responsible for all fees and costs associated with the drafting and sending of such notice. All late fees and other charges that otherwise would have been posted to the Owner's account may also be assessed to the Owner's account in the event of a default.

Any payments received during a time an Owner is in default under any payment plan may be applied to any out-of-pocket costs (including attorneys fees for administering the plan), administrative and late fees, assessments, and fines (if any), in any order determined by the Association, except that fines will not be given priority over any other amount owed but may be satisfied proportionately (e.g. a $100 payment may be applied proportionately to all amounts owed, in proportion to the amount owed relative to other amounts owed).

6. Board Discretion. The Association's Board may vary the obligations imposed on Owners under these rules on a case-by-case basis, including curtailing or lengthening the payment plan terms (so long as the plan is between 3 and 18 months), as it may deem appropriate and reasonable. The term length set forth in Paragraph 3 shall be the default term length absent Board action setting a different term length. No such action shall be construed as a general abandonment or waiver of these rules, nor vest rights in any other Owner to receive a payment plan at variance with the requirements set forth in these rules.

7. Legal Compliance. These payment plan rules are intended to comply with the relevant requirements established under Texas Property Code §209. In case of ambiguity, uncertainty, or conflict, these rules shall be interpreted in a manner consistent with all such legal requirements.

COLLECTIONS POLICY

1. Assessments are due in advance on the first day of each month without necessity of an invoice being sent. A late fee of $25 will be applied if any monthly assessment payment is not received by the 15th of each month, and will be applied in any month for which the account maintains a delinquent balance.
2. NSF Fees. Checks, ACH payments, or other type of payment returned for insufficient funds, dishonored automatic bank drafts, or other similar item will result in the assessment of a fee determined by the Board from time to time, in the minimum amount of $35. In the event that an owner delivers two or more checks in a one-year period that are dishonored, the Association reserves the right to require that future payments be made by money order, cashier's check, ACH,or other certified funds.
3. Prior to referring any collection to an attorney, the association will provide 45-day notice pursuant to Texas Property Code §209.0064 .
4. After the expiration of the 45-day notice, the account shall be turned over to the Association's attorney to initiate formal collection action. Unless otherwise determined by the Board, all attorney collection action is pre-authorized, including but not limited to sending a 30-day demand letter, filing of a Notice of Lien or similar instrument in the Official Public Records, and initiating and carrying out a foreclosure of the Association's lien against the Lot, all in accordance with state-law notice and procedural requirements.
5. Authority to Vary from Policy. In handling delinquent amounts due, the Board of Directors retains the authority to vary from this Collections Policy as may be appropriate given the

particular facts and circumstance involved, so long as the related action is in compliance with the Declaration and State law. Variances from policy may include adding additional courtesy letters, or omitting a courtesy letter, provided that at minimum all notice requirements of state law are met.

ENFORCEMENT POLICY

Summary of Enforcement Policy

1. Send Courtesy Warning Letter (optional)
2. Send 209 Violation Notice (In accordance with Texas Property Code Ch. 209)
3. Levy fines and/or damage assessments as appropriate
4. Subsequent Violation Notices (optional)

The Board may vary from this policy on a case-by-case basis so long as the enforcement process meets state law requirements. Variances may include sending no Courtesy Warning Letter, sending more than one, and/or setting fines at levels other than as indicated on the Standard Fine Schedule.

1. **Types of Violations and Acts Covered.** The Board has adopted this policy to address situations where an owner has committed or is responsible for a violation of the governing documents other than by failing to pay assessments or other sums due to the Association. Delinquency violations are handled by an alternate process. This policy also covers situations where an owner or someone the owner is responsible for has damaged Association property.

2. **Violation Notices.**

i. Courtesy Warning Letter (optional). At the sole option of the Board or management professional, the Association may send a Courtesy Warning Letter.

ii. 209 Violation Notice. If a violation is not cured in response to any Courtesy Warning Letter or if a Courtesy Warning Letter is not sent, the Board, in addition to all other available remedies, may:

A. Send a certified warning letter noting a possible fine and/or other remedy.

*If the violation is curable, any fine will levy if the violation is not cured by a stated deadline.
*If the violation if an uncurable or health/safety violation, the fine will levy immediately.
*Other remedies include suspending common area usage rights and assessing a damage assessment.

Any such action shall be initiated by sending a 209 Violation Notice to the owner in accordance with state law.

iii. Subsequent Violation Notices for continuing or repeat violations. If an owner has been sent a 209 Violation Notice for a particular violation and the same violation continues or a similar

violation is committed within six months of the 209 Violation Notice, the Association may levy additional fines either with or without notice to the owner. If it desires to send notice of additional fines, the Association shall do so by means of a Subsequent Violation Notice. A Subsequent Violation Notice may be of any form and sent in any manner, as by law such notices are not required to comply with Section 209 of the Texas Property Code, including the requirements set forth in Section 2(ii) above.

3. **209 Violation Notices – Curable vs. Uncurable Violations.**

i. Curable Violation. Curable violations are those that are ongoing or otherwise can be remedied by affirmative action. The following is a non-exhaustive list of curable violations: ongoing parking violations; maintenance violations; failing to construct improvements or modifications in accordance with approved plans and specifications; and ongoing noise violations such as a barking dog.

ii. Uncurable Violation. Uncurable violations include those that are not of an ongoing nature, involve conditions that otherwise cannot be remedied by affirmative action, and those that pose a threat to public health or safety. The following is a non-exhaustive list of uncurable violations: shooting fireworks, committing a noise violation that is not ongoing, damaging common area property, and holding a prohibited gathering.

4. **209 Violation Notices -- When a fine or damage assessment may be levied; Board hearings.**

i. Curable Violations – Initial Fine. If an owner is sent a 209 Violation Notice for a curable violation and cures that violation by the deadline in such notice, any fine noted in the 209 Violation Notice shall not be levied. If the owner fails to cure the violation by the deadline, any fine noted in the 209 Violation Notice shall be levied after the time has lapsed for the owner to request a Board hearing, or, if a hearing is timely requested, after the date the hearing is held and a decision is made to uphold the fine.

ii. Uncurable Violations – Initial Fine/damage assessment. A fine or property damage assessment may be imposed in a 209 Violation Notice for an uncurable violation, regardless of whether the owner subsequently requests a Board hearing.

iii. Subsequent Fines. This Section 4 does not apply to fines levied after the initial fine. (*See* Section 2(iii) – Subsequent Violations, above.)

5. **Standard Fine Schedule.** Below is the Standard Fine Schedule for violations. *The Board may vary from this schedule on a case-by-case basis (i.e., set fines higher or lower than indicated below), so long as that decision is based upon the facts surrounding that particular violation. The Board also may change the fine amounts in this Standard Fine Schedule at any time by resolution, with no need to formally amend this Enforcement Policy. Any mailing fee*

for letters conveying notice of the fine or other violation shall be levied in addition to the fine and considered part of the fine.

i. Curable Violations.

A. Courtesy Warning Notice: No fine.

B. 209 Violation Notice: $25.00 fine (daily/weekly or one-time plus any mailing fee); and/or suspension of common area usage rights if violation note cured by stated deadline

C. Subsequent Violation Notices: $50.00 fine (daily/weekly or one-time plus any mailing fee);
$100.00 fine (daily/weekly or one-time plus any mailing fee);

$125.00 fine (daily/weekly or one-time); plus any mailing fee);

(Increases $25.00 for each additional notice).

ii. Uncurable Violations.

A. 209 Violation Notice: $50.00 fine (plus any mailing fee); or Property damage assessment.

B. Subsequent Violation Notices: $75.00 fine (plus any mailing fee);
$100.00 fine (plus any mailing fee);
$125.00 fine (plus any mailing fee);
(Increases $25.00 for each additional notice).

6. **Hearings.** If an owner receives a 209 Violation Notice and requests a hearing in a timely manner, that hearing shall be held. The Board may impose rules of conduct for the hearing and limit the amount of time allotted to an owner to present his information to the Board. The Board may either make its decision at the hearing or take the matter under advisement and communicate its decision to the owner at a later date.

7. **Authority of agents.** The management company, Association attorney, and other authorized agents of the Association are granted authority to send violation notices, levy initial or subsequent fines according to the Standard Fine Schedule, and levy property damage assessments, and levy enforcement costs, all in accordance with this Enforcement Policy. Such

parties may act without any explicit direction from the Board and without further vote or action of the Board. The enforcing party shall communicate with the Board and/or certain designated officers or agents on a routine basis with regard to enforcement actions. The foregoing notwithstanding, the Board reserves the right to make decisions about particular enforcement actions on a case-by-case basis at a properly noticed meeting if and when it deems appropriate.

8. **Future changes in state law.** This Deed Restriction Enforcement Policy is intended to reflect current state law requirements, including those established under Section 209 of the Texas Property Code. If such laws are changed in the future, this policy shall be deemed amended to reflect such changes.

9. **Owners as Responsible Party**. If the owner, a family member, guest, tenant or invitee of an owner damages Association property or commits a violation of the Association's governing documents, the related enforcement action shall be taken against the owner, with all related damage assessments, fines, legal fees, and other charges levied against that owner and the related lot.

RULES RELATED TO CERTAIN INSTALLATIONS (see next page)

RULES RELATING TO CERTAIN INSTALLATIONS
Northcat Villas Homeowners Association, Inc.

The Association's Board of Directors adopts the following rules relating to certain installations and improvements in the Subdivision:

These rules apply to Installations (defined below) addressed in Texas Property Code Chapter 202 (**Chapter 202**). These rules adopt all conditions and limitations on Installations that Chapter 202 allows the Association to adopt. Installations that do not comply with these rules are prohibited.

1. Installations Covered by this Rule

   All restrictions and limitations on rain harvesting equipment, solar energy devices, roofing materials, religious items, political signs, flagpoles and flags, and satellite dishes and antennas (collectively, the **Installations**) that are contained in or allowed by Chapter 202, as now existing or later amended, are adopted by the Association as if the same were restated verbatim in this rule. The Association may prohibit Installations that do not comply with the standards contained in these rules.

2. Placement on Association Property

   An Installation cannot be located or placed, and no holes or penetrations may be made, on common elements/common area or property owned, maintained, or controlled by the Association without the Association's advance written consent.

3. Association Approval

   All Installations must be submitted to the Association for advance review and approval, as provided in the Association's governing documents, and must otherwise comply with/conform to Association rules, regulations, standards, and guidelines.

4. Rainwater Harvesting Systems

   The following restrictions apply to rainwater harvesting systems, as defined by Chapter 202:

   a. Rain barrels and rainwater harvesting systems may not be located between the front of the residence/unit and an adjoining or adjacent street. Rain barrels and the rainwater harvesting system must (i) be located at the rear of the residence or other location not visible from the street, other lot/unit, or common area, (ii) be adequately shielded from view by fencing, foliage, or other means approved by the Association, and (iii) have storage tanks of a reasonable size, as determined by the Board of Directors in its discretion. These requirements shall be applied in such a way that the system is economically possible and technically feasible for single family residential use.

   b. The rain barrel and harvesting system must be a color consistent with the color scheme of the residence.

c. No part of the rain barrel or harvesting system may display any language or other content that is not typically displayed by such a barrel or system as it is manufactured.

5. Solar Energy Devices

The following additional restrictions apply to solar energy devices, as defined by Chapter 202. Solar energy devices are prohibited if:

a. A Court rules the device is a threat to the public health or safety or violation of law.

b. The device is located in a location other than (i) the roof of the home or another permitted/approved structure or (ii) in a fenced yard or patio owned and maintained by the owner.

c. The device is mounted on the roof of the home and (i) extends higher than or beyond the roofline, (ii) does not conform to the slope of the roof or has a top edge that is not parallel to the roofline, (iii) has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace, or (iv) is in a location not designated/approved by the Association, unless the owner's requested location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the device if located in the area designated by the Association.

d. The device is located in a fenced yard or patio and is taller than the fence line.

e. The device, as installed, voids material warranties.

f. The device was installed without prior approval by the Association

If installed on a roof maintained by the Association, a roofing company/consultant selected by the Association must certify (i) prior to installation, that the installation is properly designed, and (ii) after installation, that the installation was properly done. The owner must pay for the cost of the consultant. The owner must pay for fixing all roof leaks due to the roof-mounted device, and for paying to repair damage caused by the device.

The Association may withhold approval, even if the above standards are met or exceeded, if it determines in writing that placement of the device as proposed by the property owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities.

6. Roofing Materials

Roofing materials designed primarily to be wind and hail resistant, provide heating and cooling efficiencies greater than those provided by customary composite shingles, or provide solar generation capabilities are permissible if, when installed, the materials: (a) resemble in color and appearance shingles used or otherwise authorized for use in the subdivision, (b) are more durable than and are of equal or superior quality to the shingles that are used or authorized in the subdivision, and (c) match the aesthetics of the surrounding property, as determined in the

Association's discretion.

7. Religious Items

Exterior display of religious item(s) is permitted only at the entry door. In addition, (a) the display must be motivated by the resident's sincere religious belief and (b) the Installation shall not: (i) exceed 25 square inches in the aggregate for all religious displays on the door/doorframe, (ii) threaten public health/safety, (iii) violate a law, (iv) contain patently offensive language or graphics, or (v) extend past the outer edge of the door frame.

8. Political signs

The following restrictions apply to signs advertising a political candidate or ballot item for an election, as described in Chapter 202:

a. The signs may be displayed only during the period beginning 90 days before the date of the election to which the sign relates and ending 10 days after that election date.

b. Only one sign for each candidate or ballot item may be displayed at each residence, and no sign may be larger than four feet by six feet.

c. Each sign must be ground-mounted, and no sign may (i) contains roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component, (ii) be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object, (iii) include the painting of architectural surfaces, (iv) threaten the public health or safety, (v) violate a law, (vi) contain language, graphics, or any display that would be offensive to the ordinary person, or (vii) be accompanied by music or other sounds, by streamers, or otherwise be distracting to motorists.

d. The Association may remove a sign displayed in violation of these standards.

9. Flags and Flagpoles

The following additional restrictions apply to flags and flagpoles:

a. Only the following flags are permitted: United States of America, State of Texas, official or replica flags of any branch of the United States Armed Forces (including National Guard and Reserves).

b. The Association may require that flags be displayed in accordance with any or all of the provisions of United States (4 U.S.C. Sections 5-10) or Texas law (Chapter 3100, Government Code).

c. All flagpoles must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the residence.

d. All flags and flagpoles must be maintained in good condition, and any deteriorated flag or deteriorated or structurally unsafe flagpole must be promptly repaired, replaced, or removed. Each flagpole must be securely anchored at all times.

e. No more than 1 free-standing flagpole(s), not to exceed twenty feet (20') in height as measured from ground level, may be installed on each lot.

f. No more than 1 building-mounted flagpole(s), not to exceed six feet (6') in length, may be installed on each lot. A lot may contain both a free-standing flagpole and building-mounted flagpole, as long as the same comply with the requirements of this rule.

g. No more than 2 flags may be flown from any flagpole.

h. No flag may exceed 15 square feet in area, and all flags in aggregate shall not exceed 30 square feet in area.

i. Exterior illumination of the flag(s) must be submitted for to the Association for approval.

j. The location of each free-standing flagpole must be submitted for approval in the same manner as any other improvement on the lot.

k. The flagpole must be located on the owner's lot and not on a right of way, easement (whether for drainage, utility, conservation, or otherwise), or on property owned or maintained by the Association.

l. The flagpole must be setback from all property lines a distance that is 125% of the height of the pole above ground level. For example, a 12' pole has a 15' setback and a 20' pole has a 25' setback.

m. The owner must take reasonable measures to minimize noise from wind contact with the flagpole, rope, fittings, or flag; the noise should not be discernable more than 25 feet from the flagpole.

10. Satellite Dishes and Antennas

a. Exterior devices designed to receive or transmit over-the-air signals should be placed in the least conspicuous location on the lot where an acceptable quality broadcast signal can be obtained. Usually, that means that the device should be located to the rear of the main residence. The device should be screened from view of other lots and subdivision streets to the maximum extent possible, without (i) precluding reception of an acceptable quality signal or (ii) unreasonably increasing the cost of installing, maintaining, or using the device.

b. A reasonable time in advance of the proposed installation or relocation of such an exterior device, the Owner shall give written notice to the Association detailing the type of device, size, installed height, intended location, and type of screening to be used.

c. If the Association believes that the proposed installation/relocation complies with this Rule, no further action by the Owner or Association is necessary. If the Association believes that the