

The OAKS of
WINDCREST
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**RULES AND REGULATIONS FOR OAKS OF WINDCREST IV, OAKS OF WINDCREST
IV-A and OAKS OF WINDCREST IV-B
Fredericksburg, Texas**

OWNERS, TENANTS, AND GUESTS.

The Oaks of Windcrest POA, Inc., ("Association") has adopted the following Rules and Regulations ("Rules") to help maximize enjoyment, to maintain values and to ensure 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 tenants have a copy of the Rules and follow them. The Rules are subordinate to the Declaration of Covenants, Conditions, Restrictions and Easements for OAKS OF WINDCREST IV, OAKS OF WINDCREST IV-A and OAKS OF WINDCREST IV-B ("Declaration") and in the case of conflict, the provisions of the Declaration shall prevail. You are encouraged to ask your neighbor to follow the Rules.

DEFINITIONS

"Property" shall mean the land described in the Declaration, which includes, without limitation, all lots, any common areas, roads, streets, greenbelts, and easements.

"Board" shall mean the duly elected Board of Directors of the Association

COMMUNICATIONS

Please direct any repair requests, complaints, assessment payments, resale certificate requests, rule violations or compliments to the Hill Country Homeowners Association Management. If there is an emergency such as parties dumping trash on any property, broken water lines or the street being damaged, please call the city at 830-997-7521.

The Association is managed by:
Hill Country Homeowners Association Management
11844 Bandera Road, #466
Helotes, TX 78023

Office 800-998-6721
Fax 210-787-4133
Website <http://www.hillcountryhomeowners.com>

ENFORCEMENT

The Rules will be strictly enforced. If the Rules are violated by the Owner, Owner's family, tenants or guests, the Owner will be responsible for corrective action, damages, and fines.

- 1. Alterations, Improvements, and Repairs.** All modifications, improvements, and repairs including removal of improvements which affect the external appearance of any lot or home must obtain approval in advance from the Architectural Committee.

2. **City Code Enforcement.** This city office will enforce any zoning ordinances, public nuisances, junk vehicles, high weeds and grass, commercial home occupation, signs, illegal parking, fence maintenance, garage sales and other various city civil ordinances. For a list of the Code of Ordinances see - <http://www.fbgtx.org>. To report violations, please call the Code Enforcement Officer at 830-997-7521.
3. **Landscape Maintenance.** Lawns shall be mowed, edged and weeded. Planters, shrubs, and trees shall be kept trimmed and attractive. All dead foliage shall be removed promptly. Sufficient water will be applied to keep foliage green (please refer to any city mandatory watering schedules - <http://www.fbgtx.org>).
4. **Tree Maintenance.** Do not prune oak trees between February 1st to July 1st to stop Oak Wilt. Live Oak, Shumard, Red Oak, Southern Red Oak, Spanish Oak, Blackjack Oak, Pin Oak, and Water Oak are native species that are susceptible to the oak wilt fungus. They are members of the Red Oak group and will normally die in a few weeks to months after symptoms are observed. Members of the White Oak group, including Bur Oaks, White Oaks, and Post Oaks rarely become infected. For more information please refer to <http://texasoakwilt.org/> or <http://aggie-horticulture.tamu.edu/archives/parsons/trees/oakwilt.html>.
5. **House Maintenance.** All Owners have the duty and responsibility to keep their lot and improvements in good condition and repair and a well-maintained, safe, clean and attractive condition at all times.
6. **Unsightly Articles.** No article deemed to be unsightly by the Architectural Committee shall be permitted to remain on any lot so as to be visible from adjoining property or any streets.
7. **Storage of Property in Common Areas.** Absolutely no property may be stored temporarily or permanently in any common areas. The Association's employees and servicemen, board members and persons designated by them may remove and throw away any property stored in violation of this Rule.
8. **Unsightly Vehicles and Vehicle Repair.** All trailers, graders, trucks other than pickups, boats, tractors, camper shells, wagons, buses, motorcycles, motor scooters and garden maintenance equipment shall be kept at all times, except when in use, in enclosed structures or screened from view. Boats may be parked for immediate loading and unloading only. No repair or maintenance work shall be done on any of the preceding or any automobile (other than washing, cleaning, tire changing, and minor emergency repairs) except in enclosed garages or other structures.
9. **Mobile Homes, Travel Trailers, and Recreational Vehicles.** No mobile homes shall be parked or placed on any lot at any time. Travel trailers and recreational vehicles may not be parked on or near any lot so as to be visible from adjoining property or any streets for more than forty-eight (48) hours. City Ordinance Section 44-224 requires no person shall park or leave standing a truck, tractor, trailer or recreational vehicle having a total length of greater than 20 feet from the front wheel base to the rear wheel base on any street for a period greater than 12 hours. Any person violating this section shall be deemed guilty of a misdemeanor.
10. **Trash.** Rubbish and debris of any kind shall not be placed or permitted to accumulate upon the property, and no odors shall be allowed to arise from that place so as to render any portion of the property unsanitary, unsightly, offensive or detrimental to any other property or its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be stored within enclosed structures or appropriately screened from view.

- 11. Animals and Pets.** No animals other than domestic household pets may be kept or maintained on the Property. All dogs must be on a leash at all times unless they are on a lot of their Owner. Pets may not make excessive noise (in the sole judgment of the Board). No animal shall be allowed to run at large, and all animals shall be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. The Owner shall be responsible for the immediate removal of pet defecation. 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.
- 12. Security, Safety, and Lighting.** The Association does not provide security. Owners are encouraged to provide keyless night locks on wooden entry doors and pin locks for sliding glass doors (in addition to keyed locks) for protection while inside a dwelling.
- 13. Signs.** No sign of any kind shall be displayed to the public view on the Property that does meet the City's ordinances and regulations except for the signs which are part of the Declarant's overall marketing plan for the Property.
- 14. Noise.** No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any portion of the Property. The City of Fredericksburg has a strict noise ordinance. It shall be unlawful for any person to make, assist in making, permit, continue, cause to be made or continued, or allow the continuance of any sound that exceeds certain levels as established by the City. Any sound that exceeds the levels set forth is in violation of the ordinance and subject to a fine. For more detail information, please refer to the City's website - <http://www.fbgtx.org>.
- 15. Fences.** Lot owners installing a fence do not have to secure Architectural Control Committee's approval if the fence is constructed in accordance with Article II, Paragraph 2.9 as noted in the Declaration. All other designs shall obtain the Committee's approval. Chain link fences are not permitted. Chain link pet enclosures must not be seen from any street or adjoining the property. Any fence not constructed in accordance with the Declaration will be removed upon request by the Board or Committee. Before the fence can be replaced, the property owner shall submit Plans and Specifications to the Architectural Control Committee for approval of Plans and Specifications for improvements to a Lot and shall include with the submission of Plans and Specifications a check for two-hundred (**\$200.00**) dollars made payable to the Association. Fence posts must not be facing outward to the street. The City requires a permit to install or modify a fence.
- 16. Basketball Goals.** Permanent detached basketball goals are permitted in the front yard provided they are located a minimum of ten (10') feet from the street curb and are approved by the Architectural Committee before installation. Nets and goals must be kept in good condition at all times.
- 17. Home Business.** No professional, business, or commercial activity which the general public is invited shall be conducted on any Lot. Except an Owner or occupant of a residence may conduct business activities within a residence so long as it is not apparent by sight, sound, or smell from outside the residence, conforms to all zoning requirements, does not involve door-to-door solicitation, does not generate a noticeable amount of pedestrian and vehicular traffic. No signage will be allowed.

- 18. Hazardous Activities.** No activities shall be conducted on the Property that might be unsafe or hazardous to any person or property. Without limiting the preceding statement, no firearms or fireworks shall be discharged on the Property, and no open fires shall be permitted except within safe and well-designed interior fireplaces or in contained barbecue units while attended and in use for cooking purposes. Nothing shall be done or kept on the property that would increase the rate of insurance or cause the cancellation of insurance on any lot or any of the improvements located on the Property.
- 19. Nuisances.** No activity shall be conducted on the Property that in the judgment of the Board of Directors might reasonably be considered annoying to neighbors of ordinary sensibilities, or might be reasonably calculated to reduce the desirability of the Property as a residential neighborhood.
- 20. Children.** Each Owner is responsible for the conduct of his or her children or children who are tenants or guests in his or her home.
- 21. Satellite Dishes (Antennas).** Shall not be installed in the front yard (pole mounted), on the front elevation (side mounted) of the residence or visible from the street.
- 22. Criminal Activity.** While on the Property, no person may violate any criminal laws, health codes or other applicable laws.
- 23. Eviction of Tenants.** The Association has the right to evict an Owner's tenant who substantially or repeatedly violates the Association's Rules.
- 24. Pyrotechnics.** The use of pyrotechnics/fireworks is prohibited within the residential areas of Oaks of Windcrest.
- 25. TAA Lease Forms.** The Board recommends that the latest Texas Apartment Association Lease forms be used by all Owners when leasing their homes (if the TAA form is unavailable, please consult an attorney before entering into a lease). Each Owner is liable for all damages and violations caused by Owner, his family and guests, and by the Owner's tenants and their families or guests. A copy of the Association's Rules must be attached to and a binding part of the leases between Owners and their tenants.
- 26. Towing.** An Owner is responsible for all costs of towing illegally parked vehicles of the Owner, his family, guests, or tenants and members of their family.
- 27. Sale or Change of Ownership.** Each Owner is responsible for giving written notice to the Association of any change in Ownership and any change in the Owner's mailing address for notice purposes. Each Owner is responsible for the payment of regular assessments on his lot without the necessity of notice or demand being sent by the Association, the Board or the management. Please use the Application for Membership form to record Owner's contact information for notices and emergencies as provided by the POA.
- 28. Legal fees.** The Board may recover from any Owner, attorney fees incurred by the Association in collecting monies, preparing or recording lien notices, foreclosing liens, prosecuting lawsuits and otherwise enforcing the Declarations, Bylaws, Rules or other laws against an Owner's family or guests and the Owner's tenants and their families or guests.
- 29. Application of Funds.** At the Association's discretion, the Association may apply monies received from Owners to either assessments or non-assessment items (such as late charges, returned check charges, damages, etc.) regardless of notations on checks.
- 30. Venue.** All sums due and all obligations owing under the Declaration, Bylaws and Rules of the Association shall be paid and performed in Gillespie County, Texas.

- 31. Sewer and Water.** Sewer and water services are provided by the City. For more detail information refer to the City of Fredericksburg's website - <http://www.fbgtx.org>.
- 32. Residential Garbage Collection.** The City of Fredericksburg offers garbage collection for residential customers only. Garbage collection is provided once weekly. Your garbage should be placed at your designated curb location for pickup by 7:00 am. Please make certain the arrow is pointing toward the curb. Containers - Upon notification to the Sanitation Department you will be entitled to a plastic cart supplied by the City of Fredericksburg. Your monthly garbage fee will depend on the size of the cart you select. Just as with your water or electric bill, you pay less when you use less. Garbage containers are offered in three different sizes with a different cost for each size selected. For more detail information refer to the City of Fredericksburg's website - <http://www.fbgtx.org>.
- 33. Other Utility Information.** Some general information for buyers and contractors is the water, and garbage is provided by the City (830-997-7521), and the electrical is by CTEC (830-997-2126). When the house is complete, the homeowner calls the City to make the transfer into their name the City will also deliver the trash container. Spectrum provides the TV cable and high-speed Internet connections, along with telephone if desired (800-418-8848). Verizon also provides telephone service and high-speed Internet (888-837-4966). Contact Atmos Energy (888-286-6700) if you require gas service. The subdivision was engineered by VEI Consulting Engineers (830-997-4744).
- 34. Mail.** For a mailbox the homeowner has to contact the Post Office and they will give out the keys and assign a mailbox to the gang boxes located in the subdivision.
- 35. Building Requirements.** For a complete list of requirements, please refer to the Declarations. The Architectural Control Committee must approve any modification of home exterior in advance.

- a. When requesting Architectural Control Committee's approval of Plans and Specifications for improvements to a Lot that includes a house, the Owner shall include with the submission of Plans and Specifications a check for **\$65.00** made payable to the Oaks of Windcrest POA, Inc. Each additional request for approval of miscellaneous items, including resubmission if the initial plans are rejected, shall be charged a fee of **\$35.00**. Such fee shall accompany the written request. Please submit the check and construction documents, that must adequately reflect to the Committee the precise design quality of the proposed work to Hill Country Homeowners Association Management – contact information listed above.
 - b. The plans shall include a site plan, floor plan(s) and all elevations of any proposed structures (including walls, fences, signs, pool buildings, pools, etc.), roof height, specification of materials, colors, textures, and shapes. All exterior measurements and dimensions must be shown at a minimum scale of 1/8" = 1' minimum. Description of materials and finishes must be clearly indicated.
 - c. Colors and textures must be submitted along with the plans. They can be either samples of the roof, masonry, and color of paint to be used on the exterior. Or, you may submit cut sheets from publications from the suppliers, or you may email the description and web addresses where the selections may be viewed by the Committee. The Committee is looking for colors of paint and masonry to be in tans, natural colors, browns and earth tones. The Declarations call for the front and side yards to be fully sodded, seeded or planted in another ground cover within two months of completion

of the residence. This rule will be enforced by the Association.

- d. Please note that the goal of the Committee is to encourage the construction of improvements to good architectural design, quality and proper size compatible with the Declarant's conceptual plan for the Property. Please take care not to let rubbish and debris accumulate upon the Property and give special attention to the streets. The streets meet or exceed the City's requirements. Any malicious or careless destruction of the paving surface during the construction of the residence may incur a special assessment against the Lot for the repair of the paving. **The cost for a spot repair of the paving surface only will be \$200. If the damage affects the base material, then the cost of repairs will be somewhat higher and may be billed by the City of Fredericksburg.**
- 36. Resale Certificate.** Property owners requesting subdivision information as noted in Chapter 207 of the Texas Property Code shall submit their request in writing to the Association. The fee for a Resale Certificate is **\$200.00**, payable to the Association.
- 37. Transfer Fee.** The Association's administrative fee to record a transfer of title of property owners in the subdivision shall pay a fee of **\$225.00** to process the change of administrative and accounting records, payable to the Association.
- 38. Installment Payments.** Property owners unable to pay their annual assessment on or before January 1st of each year may request in writing an alternative payment schedule. Owners may, as approved by the Association, pay for delinquent regular or special assessments or any other amount owed to the Association such amount(s) in four (4) equal monthly installments. The amounts will incur interest at 18% per annum including an administrative fee of **\$50.00**.
- 39. Delinquent.** Any assessment that is not fully paid when due is delinquent. Then the account of a unit becomes delinquent; it remains delinquent until paid in full including collection costs and late fees.
- 40. Late Fees and Interest.** If the Association does not receive full payment of an assessment when due, the Association may levy a management operating expense late fee of **\$35.00 per month and interest of eighteen percent (18%) per annum from the first day of delinquency**. The late fee of **\$35.00** will be on the first day of each month the account is delinquent until the account is current.
- 41. Liability for Collection Costs.** The defaulting owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.
- 42. Fines.** The Board may levy reasonable fines on Owners for violations of the Rules. A minimum fine for each occurrence shall be twenty-five (**\$25.00**) dollars, and the maximum fine shall be two hundred (**\$200.00**) dollars. Each day of violation may be deemed a separate violation by the Board. Fines may be assessed only if the Owner is notified in writing of the nature and approximate date of the violation and the amount of the fine. Any Owner and 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 the reasons why. To appeal a fine, the Owner must request such an appeal in writing within thirty (30) days of the Board's mailing of the fine notice to the Owner.
- 43. Returned Checks.** The charge for a returned check is thirty (**\$30.00**) dollars plus bank charges incurred by the Association.
- 44. Form of Payment.** The Association may require that payment of delinquent assessments be made only in the form of cash, cashier's check, or certified funds.

- 45. Notice of Payment.** If the Association receives full payment of the delinquency after recording a notice of lien, the Association will cause a release of notice of lien to be publicly recorded, a copy of which will be sent to the Owner. The Association may require the Owner to prepay the cost of preparing and recording the release.
- 46. Correction of Credit Report.** If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.
- 47. Collection by Attorney.** After giving the Owner notice of the delinquency, the Association may refer the delinquent account to an attorney for collection. In the event, the defaulting Owner will be liable to the Association for its legal fees and expenses.
- 48. Verification of Owner Information.** The association may obtain a title report to determine the names of the owners and the identity of other lienholders, including the mortgage company.
- 49. Notification of Mortgage Lender.** The association may notify the mortgage lender of the default obligation.
- 50. Notification of Credit Bureau.** The Association may report the defaulting Owner to one or more credit reporting services.
- 51. Suit for Owner's Personal Liability.** Whether or not the Association forecloses the Association's assessment lien, the Board may file suit for a personal judgment against the defaulting Owner, and may execute on the judgment.
- 52. Limitations of Interests.** The Association and its officers, directors, managers, and attorneys intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Declarations, Bylaws or any other document or agreement executed or made in connection with this policy, the Association will not, in any event, be entitled to receive or collect, as interest a sum greater than the maximum rate permitted by law. Any excess amount will be applied to the reduction of unpaid Special, Specific, and Annual Assessments, or reimbursed to the Owner if those Assessments are paid in full.
- 53. Definitions.** Words and phrases used in these Rules and Regulations have the same meanings given to them by the Declaration.
- 54. Fining Policy.** The fining policy is based on the requirements of Sec. 82.102(d) and (e) of the State of Texas Property Code. To establish policies and procedures for fining under the Texas Property Code, the Association adopts this policy for the benefit of the Association. The Association uses fines to discourage violations of the Declarations and the Rules and Regulations, and to encourage compliance when a violation occurs – not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Declarations and the Rules and Regulations. The Association's use of fines does not interfere with its exercise of other rights and remedies for the same violation. Nor may the Association use fines to the exclusion of other remedies.

CERTIFICATE

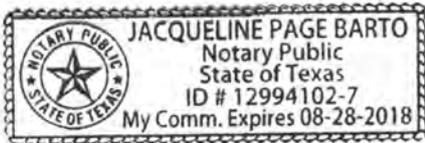
I HEREBY CERTIFY that the foregoing is a true, complete and correct copy of the Rules and Regulations for Oaks of Windcrest POA, Inc., a Texas nonprofit corporation, as adopted by the Board by unanimous consent on May 19, 20 17

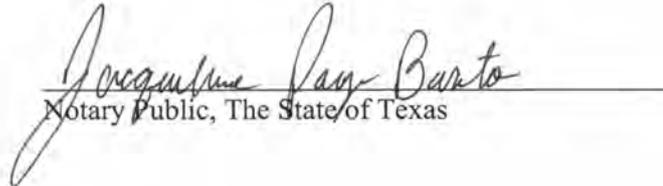
IN WITNESS WHEREOF, I hereunto set my hand as of May 19, 20 17


Name: Terry Starnes
Title: Secretary

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 19 day of May, 20 17 by Terry Starnes, the Secretary of Oaks of Windcrest POA, Inc., a Texas nonprofit corporation.




Notary Public, The State of Texas