

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AMENDMENT AND RESTATEMENT OF RULES AND REGULATIONS
OF
OVERLOOK VILLA WEST COUNCIL OF CO-OWNERS, INC.**

Document reference. Reference is hereby made to that certain Declaration for Establishment of Condominium Regime, filed at Vol. 1, Pg. 393, in the Condominium Records of Travis County, Texas (together with all amendments and supplements filed of record, the "**Declaration**").

Reference is further made to that certain instrument entitled Community Policies Overlook Villa West Council of Co-Owners, Inc., filed as Document No. 2006100227 in the Official Public Records of Travis County, Texas, to that certain Amendment to Community Policies of Overlook Villa West Condominiums (relating to leasing of units), filed as Document No. 2007201352 in the Official Public Records of Travis County, Texas, to the Amendment to Rules and Regulations of Overlook Villa West Council of Co-Owners, Inc., filed as Document No. 2011122970 in the Official Public Records of Travis County, Texas, and to that certain Amendment to Rules and Regulations of Overlook Villa West Council of Co-Owners, Inc., filed as Document No. 2013198539 in the Official Public Records of Travis County, Texas (cumulatively and together, the "**Prior Rules**").

Note that as of the date of this filing, the Prior Rules are repealed and the applicable Rules shall be the Rules filed as Exhibit "A" hereto.

The Declaration provides that owners of condominium units subject to the Declaration are automatically made members of the Overlook Villa West Council of Co-Owners, Inc. (the "**Association**");

The Association, acting through its board of directors (the "**Board**"), is authorized to adopt and amend rules and regulations governing the use of the condominium property subject to the Declaration, pursuant to Section 6.1(d) of the Declaration and Section 82.102(a) of the Texas Uniform Condominium Act, and has previously adopted the Prior Rules; and

The Board has voted to adopt the Rules attached hereto as Exhibit "A", to consolidate, replace and supersede the Prior Rules;

These rules are being filed of record in accordance with the requirements of Texas Property Code Ch. 202.

**OVERLOOK VILLA WEST
COUNCIL OF CO-OWNERS, INC.**

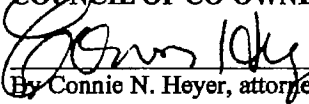

By Connie N. Heyer, attorney and authorized agent

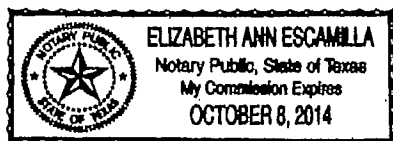
Exhibit "A" Community Policies

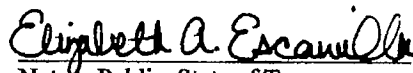
Acknowledgement

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was executed before me on the 8 day of July,
2014, by Connie Heyer in the capacity stated above.




Notary Public, State of Texas

COMMUNITY POLICIES
OVERLOOK VILLA WEST CONDOMINIUMS

Revised April, 2014

COMMUNITY POLICIES
OVERLOOK VILLA WEST CONDOMINIUMS
(Applicable to all owners, occupants, and guests)

Table of Contents

	Page
POLICIES IN GENERAL	1
COMMUNICATIONS	1
ENFORCEMENT	1

Policies Applicable to All Owners, Occupants, and Guests

1. Security, safety, and lighting	1
2. Storage of property	1
3. Storage of property in common areas	2
4. Property inside units	2
5. No clothes drying outside units	2
6. Entry areas and sidewalks	2
7. Trash	2
8. Pets	2
9. Window coverings	3
10. Signs	3
11. Noise	3
12. Mailboxes	3
13. Nuisances	3
14. Children	3
15. Antennas and satellite dishes	3
16. Water leaks	4
17. Vehicle repair	4
18. Parking and washing of vehicles	4
19. Anti-theft alarms	5
20. Towing illegally parked vehicles	5
21. Pest control	5
22. Criminal activity	5
23. Utilities and leaks	5
24. Utility cutoff for delinquencies	5
25. Common area modifications and landscaping	6
26. Common area repairs	6
27. Smoke detectors	6

Policies Applicable Primarily to Owners

28. Fines	6
29. Late charges	7
30. Return Check Fees	7
31. Board access to units	7
32. Delinquencies	7
33. Change of address and notices	7
34. Leasing	7
35. Sale of a unit	8
36. Security device requirements if you rent your unit	8

37.	Interior water leaks.....	8
38.	Fireworks and firearms	9
39.	Barbecue grills	9
40.	Wild animals	9
41.	Camping	9
42.	Childcare	9
43.	Occupancy and newborn policy	9
44.	Declaration provisions	9
45.	Unit sales and general access	9
46.	Non-liability and release of the Association, officers, and directors	9
47.	Air conditioning repair and replacement.....	10
48.	Electrical wiring	10
49.	Collection of rent from tenants.....	10
50.	Eviction of Tenants and Occupants.....	10
51.	Flags	11
52.	Solar Energy Devices	12
53.	Rain Barrels and Rainwater Harvesting Systems	13
54.	Religious Displays	13
55.	Email Addresses.....	13

**COMMUNITY POLICIES FOR
OVERLOOK VILLA WEST 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

David Bissonette (Property Manager)
P. O. Box 4778
Lago Vista, Texas 78645
Phone: (512) 947-9554
overlookwest@gmail.com
Website: www.overlookvillawest.com

This avoids delay and telephone tag problems. You are encouraged to put your suggestions or complaints in the mail to the Board or the managing agent.

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 manager or Management Company provides or warrants security. Each occupant is responsible for the security of himself and his family and guests. It is recommended that each unit have: (1) keyless deadbolts on all entry doors, (2) keyed deadbolts on all entry doors, (3) pin locks on all sliding glass doors, and (4) door viewers on all exterior doors. 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 (termed "General Common Elements" in the Declaration) 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.** The only items which may be stored temporarily or permanently in patios 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; a reasonable amount of firewood, and one barbecue grill. Nothing may be hung on the railings or fences. Items stored on the patios must not appear to be in disrepair.

All other property must be kept inside the unit, including towels, bathing suits, mops, brooms, barbecue briquettes, fuel, 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 are allowed only with prior written approval from the Board or manager. 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, etc. Clothes or other items must be dried inside the units. 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, Carports 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 and carport or remove improperly stored property and the Association does it for him.

7. **Trash.** Garbage, rubbish, and cuttings shall not be left or deposited, even temporarily, on any common areas or patios. All of such refuse must be deposited into trash bags, the bags secured at the top by a twist tie or some similar device, and then the bags placed in the owner's outside trash can.

8. **Pets.** Only dogs, cats, fish, and birds may be kept in units, and only in compliance with Association rules. Except for birds and fish, no more than two animals may be kept in a unit. Animals may not exceed 50 pounds in weight, except for guide animals for disabled persons. Upon request, owners must promptly provide a signed statement from a veterinarian (D.V.M.) attesting to the pet's weight as of a date not more than one month after the Association's request, or not more than one month prior to the request should the owner happen to have such a document in their possession. Animals may not make excessive noise (in the sole judgment of the Board). Animals may not be bred for commercial purposes. Dogs 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, tenants and/or guests of a unit where an animal is housed have the responsibility to immediately clean up after such animals have defecated in common areas or on outside balconies, patios, or enclosed courtyards. If an animal or unit owner is in violation of these restrictions, the Board may remove the animal from the project and place the animal with the local humane society. Fines will be immediate.

Used cat litter must be disposed of only in closed bags in the trash dumpsters. 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. 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.

Irrespective of any language contained herein to the contrary, no Dangerous Animals are allowed to be on Overlook Villa West property, including all apartments units and all common areas. The Board, in its sole discretion, may reasonably determine what constitutes a Dangerous Animal. An animal is automatically deemed to be a Dangerous Animal once it has displayed dangerous behavior by causing or attempting to cause bodily injury to a person or to another domestic animal. Dogs of the breed commonly referred to as Pit Bulls are hereby deemed to

be Dangerous Animals and are prohibited from being on the property. The Board may prohibit additional breeds of animals at its sole discretion.

9. **Window coverings.** All exterior windows shall be covered by white or ivory 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 be installed only with prior approval of the Board.

10. **Signs.** "For sale" or "for rent" signs are not permitted in windows of a Unit or anywhere in the condominium project. No other signs are permitted. Unauthorized signs may be removed by the Association representatives without prior notice.

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. **Mailboxes.** The Board of Directors has the exclusive right to designate the type, size, 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. The Association is responsible for supplying and maintaining one mailbox per unit. If an owner wishes to install an additional mailbox for a tenant, this request must be made in writing to the Board of Directors of the Association and to the respective authority at the post office. If the Board is provided with satisfactory evidence that the post office will allow this additional mailbox, and if the Board approves the owner's request for an additional mailbox, the Association will have the mailbox installed at the owner's expense.

13. **Nuisances.** No unsafe, noxious, offensive, or illegal activity or odor is permitted on the property. No activity shall be conducted on the property that, in the sole 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 property 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, suspended, or materially modified by the issuing company. Additionally, no bicycles, scooters, roller blades, or similar devices are allowed to be used on sidewalks, driveways, or lawns.

14. **Children.** Each owner is responsible for the conduct of children who are tenants or guests in his unit. Children under the age of 10 years may not be left in the unit without an adult. No children's toys may be left outside.

15. **Antennas and satellite dishes.** The following antennas and satellite dishes are not permitted:

- Antennas or dishes that only transmit signals;
- Antennas or dishes that interfere with reception of video signals by other units;
- Antennas or dishes located in common areas, common elements or unit entry areas; and
- 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 or balcony. Only one antenna or satellite dish may be installed outside on a patio or balcony, unless otherwise approved in writing by the Board. Any and all outside installations are permitted only if the plans and specifications for location, attachment, safety, and screening are approved in writing by the Board and comply with the following standards: (failure to get prior approval may result of an immediate fine)

The antenna or satellite dish must:

- 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;
- 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*
- be located, within reason, in the least visible place on the least visible balcony, deck or patio of the unit.
- **All cables must be securely tied down to walls and other structures**

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. Dish and all cables associated with the initial installation must be removed upon the occupant moving unless owner of unit wishes to keep and then must request in writing to do so.

The 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.

16. **Water leaks.** 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.

17. **Vehicle repair.** Except in an emergency when a vehicle is inoperable, no vehicle may be worked on in the carport or common areas. 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 may 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.

18. **Parking & Washing of Vehicles**

(a) Parking of vehicles, motorcycles, and bicycles in grass areas, dirt areas, flower beds, or sidewalks is prohibited. Owners and occupants shall park vehicles only in the parking area of their respective carports—not behind carports, in the driveway, or anywhere else. 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 stored outside a unit or on balconies or patios. Nothing may be stored (for any length of time) in carports except automobiles, boats, trailers, golf carts, or motorcycles of owners or tenants. Owners and occupants must provide the property manager notice of the license plate number of registration number and general description (color and make) of each vehicle (including trailers, boats, etc.) that owners or occupants park at the Overlook Villa West Condominium Project. Owners must provide Auto information to Management on or before the first day of vehicles arriving. This will prevent the possible towing of any unauthorized vehicles.

(b) No vehicles may be parked or unattended in such a manner as to block the passage of other vehicles on the streets or in driveways to units. No vehicle shall be left parked and unattended in the 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 Project.

(c) Owners or occupants shall park their vehicles or other permissible items in their respective carports only. Owners and occupants may not park at the condominium project more vehicles than will fit in the Owner's carport(s), on a permanent or regular basis.

(d) Motorcycles may only be parked in the carport area.

(e) The Board may adopt parking regulations and restrictions to resolve unanticipated parking problems, provided they are not in conflict with the Declaration.

(f) Only unit owners or registered tenants are allowed to wash vehicles on the property. Guests are not allowed to wash their vehicles on the property.

(G) Owners or tenants are NOT allowed to park in visitor parking- Only guests are permitted to park in visitor parking area.

(H) No double parking without board or management approval in carports.

19. **Anti-theft alarms.** Owners and occupants 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.

20. **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 statutory requirements. A unit owner is liable for all costs of towing illegally parked vehicles of the unit owner, his family, guests, or tenants.

21. **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. Failure to allow the Association to inspect for termites may cause the owner to be liable damages to interior unit. Association inspects annually all lower units for early signs of termites and treats accordingly. At least one week notice is given prior to inspections.

22. **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, or other common elements.

23. **Utilities and leaks.** Each owner shall be responsible for promptly fixing leaks in all plumbing lines, plumbing fixtures, lavatories, sinks, tubs, and shower stalls inside his unit. A unit owner will be responsible for paying for damages and repairs necessitated by water leaks from his unit to adjacent units. If the Association deems it necessary to repair any of these items inside an owner's unit, the owner shall reimburse the Association for the cost of repair, plus 33% for administrative overhead.

24. **Utility cutoff for delinquencies.** The Board of Directors may suspend utility service to the owner's unit if the owner is more than 45 days delinquent on any sums due the Association and if ten days notice of the Association's intent to cut the utility off is either (1) mailed to the unit owner at the owner's last known address, certified mail, return receipt requested, or (2) mailed to the unit owner via regular mail, with a copy of such notice placed on the owner's front door. A unit owner may submit a written statement to the Board describing extenuating circumstances as to why the utility service should not be disconnected, and the Board may act on them in its sole discretion.

A disconnect fee of \$25.00 and a reconnect fee of \$25.00 may be charged to the unit owner by the Association. 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 utility has, in fact, been cut off. The Board may not cut off a utility which is connected in the unit owner's name or his tenant's name. The Board may only cut off utilities that are connected in the name of the Association and that are being paid for by the Association. A fine of \$100.00 will be assessed against a unit if any attempt is made to override the Association's utility cut-off.

25. **Common area modifications and landscaping.** No owner may construct, alter, modify, landscape, water, trim, or otherwise perform any work whatever upon any of the common elements, limited or general, without the prior written approval of the action and plans therefore by the Board of Directors. No exterior awning, shades, railings, or additional lighting may be installed. All areas of the grounds and exterior of all buildings (including all roofs) are considered common elements.

26. **Repairs: Common Areas; Patio Decks, Roofs and Balconies.**

(a) An owner is liable for all damages caused to general or limited common elements caused by failure to promptly report to the association any defect or need for repair. An owner is liable for the cost of all repairs to general or limited common elements necessitated by neglect, misuse, or negligence of the owner, his tenants, co-residents, guests or invitees, or the failure to report to the Association any item in need of repair for which the Association has maintenance responsibility.

(b) The Association is responsible for repairing damage to decks, roofs and balconies, which is caused by normal wear and tear to those areas. An owner is responsible for repairing damage to decks, roofs and balconies, which is caused by the misuse of those areas by the owner, a tenant, or a guest.

27. **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. The association may perform inspections of all units for working Smoke Detectors with prior written request.

Policies Applicable Primarily to Owners

28. **Fines.**

(a) The Board may assess fines against an owner for violations of restrictions or standards of conduct contained in the Declaration or Association rules which have been committed by an owner, an occupant of the owner's unit, or the owner or occupant's family, guests, employees, contractors, agents, tenants, or invitees. Each day of violation may be considered a separate violation if the violation continues after written notice to the owner.

(b) The Board may assess damage charges against an owner for pecuniary loss to the Association from property damage or destruction of common areas, common elements, or common facilities by the owner or the owner's family, guests, agents, occupants, or tenants.

(c) The Association manager shall have authority to send notices to alleged violators, informing them of their violations and asking them to comply with the Rules and/or informing them of potential or probable fines or damage assessments. The Board may from time to time adopt a schedule of fines for minor or recurring violations, but the Board may vary any fine depending on the special circumstances of each case.

(d) The procedure for assessment of fines and damage charges shall be as follows:

- (1) the Association, acting through an officer, Board member, or managing agent, must give the owner written notice of the fine or damage charge not later than 30 days after the assessment of the fine or damage charge by the Board; this date shall in no event be later than 45 days after the date the alleged infraction was discovered;
- (2) The notice of the fine or damage charge must describe the violation or damage;
- (3) The notice of the fine or damage charge must state the amount of the fine or damage charge;

- (4) the notice of a fine or damage charge must state that the owner may, no later than 30 days after the date of the notice, request a hearing before the Board to contest the fine or damage charge; and
- (5) The notice of a fine must allow the owner a reasonable time, by a specified date, to cure the violation and avoid the fine unless the owner was given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months. A reasonable time to cure is not necessary in a notice of damage charge.

(e) Fine and/or damage charges are due immediately after the expiration of the 30-day period for requesting a hearing; or if a hearing is requested, such fines or damage charges shall be due immediately after the Board's decision at such hearing, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing.

(f) The minimum fine for each violation shall be \$30.00. Fines may be assessed for each day of violation.

29. **Late charges.** Assessments are due on the first day of each month. The charge for late payment of monies to the Association shall be a \$30.00 per month charge on unpaid balances. This is to cover the administrative costs, hassle, and overhead of collection (excluding attorney's fees). At the Association's discretion, all payments shall be made in certified funds if one or more previous payments has been late or the Association has received one or more hot checks. No notice shall be required.

30. **Return Check Fee.** The charge for a returned check is \$35.00 plus bank fees incurred by the Association.

31. **Board access to units.** The Board shall have the right of access to each apartment to inspect the same and to remove violations therefrom and to maintain, repair and replace the general or limited common elements contained therein or elsewhere in the building. Per the Declaration, the Board may allow the Association's property manager and/or maintenance persons to access the units for authorized purposes in its stead. The Board reserves the right to require two Association representatives to be present at the times of access of the unit.

32. **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. No member who is delinquent in the payment of any assessment, charge, fee or other sum from such member to the corporation, shall be entitled to vote as a member of the corporation upon any matter, unless and until all such delinquent sums shall have been paid to the corporation in full.

33. **Change of address and notices.** Owners shall keep the Association timely informed of their current addresses and phone numbers and any change of addresses and phone numbers. Owner shall make a good faith effort to comply with and/or respond to notices sent to owner from the Association's Board or management.

34. **Leasing.** Owners shall notify the Association of current names, addresses, and phone numbers of tenants of their respective units. All leases with tenants must be in writing and must state that the tenant and all occupants and guests must obey the governing documents of the association (Declaration, Bylaws, and Rules). Owners must furnish tenants a copy of the current rules and other governing documents. Additionally, unit owners are responsible for ensuring that all new tenants complete and execute the Association's standard Tenant Information Sheet and Policy Acknowledgement Form (copies of which are available from the manager), and provide a copy of Lease and executed forms to the Manager within 5 days after the tenant occupies the unit. All Tenant information must be submitted to the Manager by the Owner only.

New leases must be executed each time a new tenant occupies a unit. Leases may not be assigned from one tenant to another. All leases must be for a minimum initial term of six (6) months. The foregoing notwithstanding, owners may request that the Board waive the minimum term requirement. Such a request must: (i) be made in advance of an Owner executing a lease for a term shorter than six months, (ii) be in writing, and (iii) explain why

the minimum term requirement would constitute an undue hardship for the Owner. The Board shall have sole and absolute discretion in determining whether to grant a waiver of the minimum term requirement.

Prior to Leasing to anyone or allowing anyone except the owner or his family to occupy the owner's unit, an owner must exercise due diligence not to lease or allow occupancy to a person who has a conviction or deferred adjudication history of any crime that may pose a serious potential risk of injury to other residents. This includes but not limited to, such crimes as murder, aggravated assault, rape, molestation, sexual, indecent exposure, and indecency with a child, kidnapping, and arson. It is the owner's responsibility to determine the best way to exercise this with due diligence.

As part of owners due diligence, owners must obtain a report based on Texas Department of Public Safety criminal records, as well as take any other actions needed to prudently screen prospective tenants and occupants for criminal history. (Criminal reports may be purchased from the DPS website at www.txdps.state.tx.us). Owners must provide proof of such screening upon request of the Board of Governors. Owners failing to perform pre-screening of all tenants and occupants will be subject to automatic fines. If an owner, at time of adoption of this rule, is currently leasing to a tenant or occupant with a criminal history as described above, the owner must terminate the tenant's or occupant's occupancy at the earliest time allowed under the lease. Upon request, the owner must provide the Association a copy of any lease in existence at the time of adoption of this rule.

Owner is responsible to inform the Association of all visiting guest that may be staying for 5 days or longer of the length of stay and any auto's that may be using the visitor parking spaces.

35. *Sale of a Unit: Name and address of new owners; monies due; completion of forms.*

- (a) An owner that sells or transfers ownership of a unit must immediately inform the Association of the date of said sale/transfer and the name(s) and current address of the purchaser or transferee.
- (a) An owner may not sell or convey his unit without all monies due and owing to the Association being paid in full; and if such owner does sell, convey, or transfer his unit without paying such monies, such selling owner shall remain liable for all monies accruing to the Association thereafter 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, as required by subsection 35(a) above.
- (a) Prior to the closing of any sale or transfer of ownership of a unit, the purchaser or transferee must complete and execute the Association's standard Owner Information Sheet and Policy Acknowledgement Form (copies of which are available from the manager), and provide a copy of said executed forms to the Manager within 30 days of closing. (Prior to the purchaser/transferee occupying the unit)

36. *Security device requirements if you rent your unit.* If you rent your unit, a special statute provides that you must re-key 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 Texas Security Device Statute. The statute states that you must re-key between the dates the old tenant moves out and the 7th day after the new tenant moves in.

37. *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. 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 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 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.

38. **Fireworks and firearms.** No fireworks shall be discharged on Overlook property, nor shall any BB guns, sling shots, or any other type of firearms be discharged on Overlook property.

39. **Barbecue grills.** No barbecue grills shall be used on decks.

40. **Wild animals.** Wild animals shall not be fed on the Overlook property or within 100 yards of the property. This includes, but is not limited to, deer, raccoons, possums, etc.

41. **Camping.** No tents, camping, or overnight sleeping is allowed in the common areas.

42. **Childcare.** No unit shall be used anytime for purposes of an in-home childcare, daycare, or babysitting service.

43. **Occupancy and newborn policy.** No unit may be occupied by more than two persons per bedroom. For purposes of this rule, a downstairs "bonus room", if finished for occupancy, shall be deemed one bedroom. The upstairs area and downstairs "bonus room" area will be considered separate units for purposes of occupancy requirement determination. However, a newborn will not count as a person until it is six months old. Once a newborn reaches the age of six months, it will be treated as a person for purposes of occupancy limit restrictions. This includes a situation where a tenant's newborn reaches the age of six months during a lease term. If a tenant's newborn reaches the age of six months during a lease term, the tenant must either vacate the premises or, if possible, rent a larger unit if one is available at that time.

44. **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.

45. **Unit sales and general access.** Owners nor their guests, occupants, or tenants may access the roof at any time. Only association representatives and association-approved contractors may access the roofs on the property. Violations may result in immediate fines and the loss of future repairs to roof if unauthorized access results in damages.

The Board of Directors of the association or their designated agents or representatives shall have the right of access to each apartment to inspect the same and to remove violations therefrom and to maintain, repair, and replace the general or limited common elements contained therein or elsewhere in the building. Within 30 days prior to the closing of the sale on any unit, an owner must contact the association in order to arrange a move-out inspection of his unit. The Board shall have the right to hire a building inspector to inspect a unit before closing, and such cost shall be the liability of the unit owner (seller).

46. **NON-LIABILITY AND RELEASE OF THE ASSOCIATION, OFFICERS, AND DIRECTORS.** 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, GAS LINE OR SANITARY SEWER SYSTEM FAILURES, ETC. 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.

47. *Air conditioning units: Repair and replacement; location.*

(a) Replacement air conditioning units must consist of one unit that will service all of the upstairs of the associated unit. Said air conditioning unit must be installed on the roof, unless otherwise approved by the Board. A unit owner may request that the Board approve the placement of an air conditioning unit on the ground instead of the roof. Said request shall be in writing and shall include a sketch of the proposed location and the dimensions of the unit to be installed. The Board shall rule on said request based upon the following criteria:

- (i) All costs of relocating the air conditioning unit will be the responsibility of the owner;
- (ii) Ground units shall be placed on concrete pads, the costs for which shall be the responsibility of the owner;
- (iii) At the cost of the owner, a fence shall be constructed around the ground unit and pad and be designed to keep the unit from plain view. Said fence shall be constructed of wood or any similar material that is compatible with the aesthetics of the surrounding area; Shrubs may be planted instead of a fence installation with board approval.
- (iv) All tubing and wiring from the air conditioning unit (i.e., the compressor) to the inside fan unit must be encased in conduit that does not unduly alter the aesthetics of the surrounding area;
- (v) Maintenance of the conduit and the fence or Shrubs required above is the responsibility of the owner. Should the conduit, Shrub, or fence fall into disrepair, the owner will be notified and given thirty (30) days to make the necessary repairs. If the repairs are not made with said thirty (30) day period, the Board has the authority to cause the necessary repairs to be made and assess the costs of the repairs, along with any legal fees, against the owner;
- (vi) Any other criteria that the Board reasonably deems necessary.

48. *Electrical wiring.* The Association is responsible for providing and shall maintain electrical wiring and associated equipment from the Pedernales Electric Cooperative Transformer to one electrical meter of each unit. If a second meter has been installed, the maintenance responsibility of that second meter lies with the homeowner.

49. *Collection of Rent from Tenants.* If an owner is delinquent in any amount due to the Association, the Board at its discretion may, upon notice to the tenant(s) with a copy to the owner, require tenant(s) to pay rent to the Association until the amount of delinquent sums owed has been paid in full. Any excess payment will be retained as a credit balance. Tenant(s) payment of rent to the Association shall not be deemed a breach of the lease agreement.

50. *Eviction of Tenants and Occupants.* The Association shall have a right, but not the obligation, to evict any tenant or any family member or guest of the owner if such person is found by the Board of Governors to have a history of a crime described in Rule 34 section (a), according to official public records. Additionally, the Association shall have a right, but not the obligation, to evict any tenant or any family member or guest of the owner if such person is found by the Board of Governors to have substantially and repeatedly violated Association restrictions regarding noise, nuisances, noxious odors, or other restrictions relating to safe enjoyment of the property by other owners and their family, tenants, and guest. In this regard, the Association shall be deemed an "aggrieved party" for eviction suit purposes, and the Association shall be entitled to possession (i.e., dispossession of the

particular offending person) of the unit subject to the condition that, if the Association does recover possession in an eviction suit, the Association shall upon execution of a writ of possession immediately relinquish possession of the unit on the unit's owner and shall not enter the unit. The owner will be responsible for all cost associated with such eviction. Each owner, by acceptance of a deed to a unit, hereby irrevocably appoints the Association as his attorney-in-fact to terminate the right of occupancy under the lease and evict any tenant or other occupant in the event of such repeated violations. Said attorney-in-fact shall have the right, but not the obligation, to bring such eviction proceeding.

51. *Flags.*

1. General. An Owner may display flags only on property owned and maintained exclusively by the Owner (see Declaration Section 2.3(a)) and only in compliance with this Section I. An Owner may not display flags on the Common Areas (see Section Declaration 2.4), or on any other lands owned or maintained by the Association, for any reason or at any time; per Declaration Section 4.1(a) and Rules 25 and 26(b), this includes the roof and all exterior walls, decks, and balconies. All parts of any flag installation must be fully contained in an area owned and maintained solely by the property Owner.
2. Prior Approval Required. All flags, flagpoles, flag mounts, and related installations (e.g., flag lighting) must be approved in advance by the Association's Board. An Owner desiring to display a permitted flag must submit plans to the Board for each installation detailing the dimensions, type, location, materials, and style/appearance of the flag(s), flagpole, flag mount(s), lighting and related installations. The Association's Board shall have the sole discretion of determining whether such items and installations comply with this Section I, subject to any appeal rights that may exist elsewhere in the Association's governing documents or under State law.
3. Permitted Flags. An Owner is permitted to display wholly within property owned and maintained by the Owner the flag of the United States of America, the flag of the State of Texas, and/or an official or replica flag of any branch of the United States armed forces, subject to the restrictions contained in this Section I.

Display of all other flags is prohibited. A pennant, banner, plaque, sign or other item that contains a rendition of a permitted flag does not qualify as a permitted flag under this Section I.

4. Additional Requirements Related to Flags.
 - a. Flags must be displayed on an approved flag mount or flagpole. Flags may not be displayed in any other manner.
 - b. The U.S. and Texas flags must be hoisted, flown, and lowered in a respectful manner.
 - c. The U.S. and Texas flags must never be flown upside down and must never touch the ground.
 - d. No mark, sign, insignia, design, or advertising of any kind may be added to a flag.
 - e. If both the U.S. and Texas flags are displayed, they must be of approximately equal size.
 - f. If the U.S. and Texas flags are flown on one pole, the U.S. flag must be the highest flag flown and the Texas flag the second highest.
 - g. Only all-weather flags may be displayed during inclement weather.
 - h. Flags must be no larger than 3'x5' in size.
5. Materials and Appearance of Flag Mounts and Flag Poles. A flag mount attached to a dwelling must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the mount or flagpole and harmonious with the dwelling.
6. Lighting of Flag Displays. Any lights installed for the purpose of illuminating a flag must be pre-approved by the Association. Such light installations must be of a reasonable size and intensity and placed in a reasonable location wholly within an area exclusively owned and exclusively

maintained by the Owner, for the purpose of ensuring that the lights do not unreasonably disturb or distract other individuals. All flag illumination lighting must be specifically dedicated to that purpose. No other lighting, whether located inside or outside of the residence, may be directed toward a displayed flag for purposes of illuminating the flag (e.g., security flood or spot lights may not be oriented toward a displayed flag).

7. **Maintenance.** An Owner is responsible for ensuring that a displayed flag, flagpole, flag mount(s), lighting and related installations are maintained in good and attractive condition at all time at the Owner's expense. Any flag, flagpole, flag mount, light, or related installation or item that is in a deteriorated or unsafe condition must be repaired, replaced, or removed promptly upon the discovery of its condition.
8. **Remedies for Violation of Flag Rules.** If a flag or related installation is displayed, installed or maintained in violation of this Section I or any other restrictions contained in the Association's other governing documents, the Association may remove the offending item without prior notice. This remedy is in addition to any other remedies the Association may have under its other governing documents or State law.

52. Solar Energy Devices.

1. **Prior Approval Required.** An Owner may install solar energy devices only on property solely owned and solely maintained by the Owner, and only in accordance with the restrictions provided herein. Prior to installation of any solar energy device, the Owner must submit plans for the device and all appurtenances thereto to the Board. The plans must provide an as-built rendering, and detail the location, size, materials, and color of all solar devices, and provide calculations of the estimated energy production of the proposed devices. **An Owner may not install solar energy devices on the Common Elements, or on any other lands owned in common or maintained by the Association.**
2. **Definition.** In this section, "solar energy device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. All solar devices not meeting this definition are prohibited.
3. **Prohibited Devices.** Owners may not install solar energy devices that:
 - a. threaten the public health or safety;
 - b. violate a law;
 - c. are located on property owned by the Association; or
 - d. are located in an area owned in common by the members of the Association.
4. **Other Restrictions.** In addition to the other restrictions described herein, solar devices may not:
 - a. be installed in a manner that voids material warranties;
 - b. be installed without prior approval by the Board; or
 - c. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. *This determination may be made at any time, and the Board may require removal of any device in violation of this requirement.*

53. Rain Barrel and Rainwater Harvesting Systems

1. Rain Barrels and Rainwater Harvesting Systems. Owners may install rain barrels or rainwater harvesting systems only with pre-approval from the Association, and only in accordance with the restrictions described in this rule.
2. Prohibited Locations. Owners are prohibited from installing rain barrels or rainwater harvesting systems, or any part thereof, in the following locations:
 - a. on property owned by the Association; or
 - b. on property owned in common by the members of the Association.

54. Religious Displays.

1. General. Residents may display on the entry door or door frame of the resident's dwelling one or more religious items, subject to the restrictions outlined in paragraph (2) below. Allowed "religious items" are limited to those items that the display of which is motivated by the resident's sincere religious belief.
2. Prohibited Items. No religious item(s) displayed may:
 - a. threaten the public health or safety;
 - b. violate a law;
 - c. contain language, graphics, or any display that is patently offensive to a passerby;
 - d. be located anywhere other than the main entry door or main entry door frame of the dwelling;
 - e. extend past the outer edge of the door frame of the door; or
 - f. have a total size (individually or in combination) of greater than 25 square inches.
3. Remedies for Violation of Religious Display Rules. Per state statute, if a religious item(s) is displayed in violation of this Section IV, the Association may remove the offending item without prior notice. This remedy is in addition to any other remedies the Association may have under its other governing documents or State law.
4. Seasonal Religious Holiday Decorations. This rule will not be interpreted to apply to otherwise-permitted temporary seasonal religious displays such as Christmas lighting or Christmas wreaths. What is considered a Seasonal Religious Holiday Decoration shall be in the sole discretion of the Board, and the Board may impose time limits and other restrictions on the display of Seasonal Religious Holiday Decorations in its discretion. Seasonal Religious Holiday Decorations must comply with all other provisions of the governing documents, but are not subject to this Section IV.

55. Email Addresses.

1. Email Addresses. An Owner is required to keep a current e-mail address on file with the Association if the Owner desires to receive email communications from the Association. Failure to supply an email to the Association or to update the address in a manner required by these rules may result in an Owner not receiving Association emails. The Association may require Owners to sign up for a group email, email list serve or other such email subscription service in order to receive Association emails.
2. Updating Email Addresses. An Owner is required to notify the Association when email addresses change. Such notice must be in writing and delivered to the Association's managing agent by fax,

mail, or email. The notice must be for the sole purpose of requesting an update to the Owner's email address. For example, merely sending an email from a new email address, or including an email address in a communication sent for any other purpose other than providing notice of a new email address, does not constitute a request to change the Owner's email in the records of the Association.

ADOPTED and EFFECTIVE the 18th day of January, 2014.
OVERLOOK VILLA WEST COUNCIL OF CO-OWNERS, INC.

After recording, please return to:
Niemann & Heyer, L.L.P.
Attn: Connie Heyer
1122 Colorado Street, Suite 313
Austin, Texas 78701

Fileserver:CLIENTS:OverlookVillaWest:CommunityRulesFromBdForRecording6-14.doc

STATE OF TEXAS

COUNTY OF TRAVIS

**AMENDMENT OF RULES AND REGULATIONS
OF
OVERLOOK VILLA WEST COUNCIL OF CO-OWNERS, INC.**
(Related to Insurance, Repairs and Maintenance)

Document reference. Reference is hereby made to that certain Declaration for Establishment of Condominium Regime, filed at Vol. 1, Pg 393, in the Condominium Records of Travis County, Texas (together with all amendments and supplements filed of record, the "**Declaration**").

Reference is further made to that Amendment and Restatement of Rules and Regulations of Overlook Villa West Council of Co-Owners, Inc. (related to residential use) filed as Document No. 2015137126 of the Official Public Records of Travis County, Texas (together with all amendments and supplements filed of record, the "**Rules**").

WHEREAS the Declaration provides that owners of condominium units subject to the Declaration are automatically made members of the Overlook Villa West Council of Co-Owners, Inc. (the "**Association**").

WHEREAS the Association, acting through its board of directors (the "**Board**"), is authorized to adopt and amend rules and regulations governing the use of the condominium property subject to the Declaration, pursuant to Section 6.1(d) of the Declaration and Section 82.102(a) of the Texas Uniform Condominium Act, and has previously adopted the Rules; and

WHEREAS the Board has voted at a properly noticed meeting to add a new Section 58 to the **Rules**;

THEREFORE, the **Rules** have been, and by these presents are AMENDED by ADDING the following:

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

Overlook Villa West
Keith MacLachlan, Property Manager
5914 Lago Vista Way, N
Lago Vista, Texas 78645
Phone 512-293-7950

"58. Owner Responsibility for Insurance and Maintenance. This will clarify the language in 4.3 of the Declaration for Establishment dated February 7, 1973, as it refers to "property of the unit owners" which is understood to be both real and personal property interests. It is the responsibility of each Unit Owner to obtain and keep in force a replacement value policy of homeowner's or Unit Owner's insurance which reasonably insures the Unit Owner from all losses normally covered under a standard homeowner's policy and which are not covered by the Insurance carried by the Association. Each unit owner shall be responsible for insuring, maintaining, repairing, replacing or reconstructing the interior of his unit including but not limited to floor and wall coverings, interior walls, electric and plumbing fixtures, appliances, electric service from the meter box, and water lines from the point of entry into the unit."

Subject solely to the amendment contained herein, the **Rules** remain in full force and effect.

OVERLOOK VILLA WEST COUNCIL OF CO-OWNERS, INC.
Acting by and through its Board of Directors.

By: [Signature]

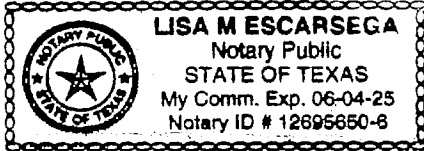
Title: SECRETARY / TREASURER

Acknowledgement

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was executed before me on the 29th day of July, 2024,
by Laurie Dick in the capacity stated above.



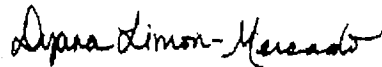

Notary Public, State of Texas

After recording, please return to:
Overlook Villa West
5914-N Lago Vista Way
Lago Vista, TX 78645



COPY

OFFICIAL PUBLIC RECORDS



Dyana Limon-Mercado, County Clerk
Travis County, Texas

2024089337

Aug 13, 2024 10:56 AM

Fee: \$29.00 CORTEZ



Dana DeBeauvoir
Dana DeBeauvoir, County Clerk
Travis County, Texas

Jun 12, 2020 04:50 PM Fee: \$38.00

2020097640

Electronically Recorded

STATE OF TEXAS §

COUNTY OF TRAVIS §

AMENDMENT OF RULES AND REGULATIONS
OF
OVERLOOK VILLA WEST COUNCIL OF CO-OWNERS, INC.

Document reference. Reference is hereby made to that certain Declaration for Establishment of Condominium Regime, filed at Vol. 1, Pg. 393, in the Condominium Records of Travis County, Texas (together with all amendments and supplements filed of record, the "Declaration").

Reference is further made to that Amendment and Restatement of Rules and Regulations of Overlook Villa West Council of Co-Owners, Inc., filed as Document No. 2014099912, that Amendment of Rules and Regulations of Overlook Villa West Council of Co-Owners, Inc. (related to residential use) filed as Document No. 2015137126, and that Amendment of Rules and Regulations of Overlook Villa West Council of Co-Owners, Inc. (related to standby electric generators) filed as Document No. 2015137127, all of the Official Public Records of Travis County, Texas (together with all amendments and supplements filed of record, the "Rules").

WHEREAS the Declaration provides that owners of condominium units subject to the Declaration are automatically made members of the Overlook Villa West Council of Co-Owners, Inc. (the "Association");

WHEREAS the Association, acting through its board of directors (the "Board"), is authorized to adopt and amend rules and regulations governing the use of the condominium property subject to the Declaration, pursuant to Section 6.1(d) of the Declaration and Section 82.102(a) of the Texas Uniform Condominium Act, and has previously adopted the Rules; and

WHEREAS the Board has voted at a properly-noticed meeting to amend the Rules as shown on attached Exhibit "A";

THEREFORE the Rules have been, and by these presents are, AMENDED as set forth on Exhibit "A":

Subject solely to the amendment contained herein, the Rules remain in full force and effect.

OVERLOOK VILLA WEST COUNCIL OF CO-OWNERS, INC.

Acting by and through its Board of Directors



By: LAURIE DICK

Title: SECRETARY

Attachment: Exhibit "A", Amendments to Community Policies of Overlook Villa West

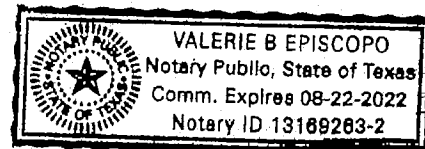
Acknowledgement

STATE OF TEXAS §

COUNTY OF Travis §

This instrument was executed before me on the 19th day of Mar,
20 22, by Laurie Dick in the capacity stated above.

Val
Notary Public, State of Texas



After recording, please return to:

Niemann & Heyer, L.L.P.
Attorneys at Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

EXHIBIT "A"

Amendments to Community Policies

Except as otherwise provided below, paragraphs of the Rules are restated in their entirety to read as printed below.

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

Laurie Dick (Property Manager)

P. O. Box 4778

Lago Vista, Texas 78645

Phone: (315) 246-9878

2. **Storage of property.** The only items which may be stored temporarily or permanently in landings, breezeways and patios adjacent to a unit, in a manner so as to be visible from common areas, are the following items belonging to the owner or tenant: appropriately-sized patio tables and chairs; up to two bicycles; 6 or fewer plants (whether in hanging baskets or pots); one enclosed trash receptacle with lid; a reasonable amount of firewood, and one barbecue grill. Storage of items in carports is addressed in 18, below. Nothing may be hung on the railings or fences. Items stored on the patios must not appear to be in disrepair.

6. **Entry areas and sidewalks.** Entry areas, walkways, steps, carports and landings shall be kept clean and neat and free of debris by the owners or tenants using them. 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 and carport or remove improperly stored property and the Association does it for him.

8. **Pets.** New paragraph added to the end of the section (no language in paragraph 8 is deleted, a new final paragraph is simply added):

For units that are leased, no dog may be housed in a unit until the dog is personally seen and approved by a board member or the Association manager (a dog housed in a unit at the time this rule is adopted is exempt from this approval requirement). If a prospective tenant intends to have a dog, Association approval must be obtained before the lease is signed

17. **Vehicle repair.** Except in an emergency or when approved by the Association manager, no vehicle repair or maintenance work may be performed in the carport or common areas. 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 may 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.

18. **Parking & Washing of Vehicles**

(a) Parking of vehicles, motorcycles, and bicycles in grass areas, dirt areas, flower beds, or sidewalks is prohibited. Owners and occupants shall park vehicles only in the parking area of their respective carports—not behind carports, in the driveway, or anywhere else. The carport may be used for short-term guest parking if space permits. No Unit Owner or occupant shall park, store, operate, or keep within or adjoining the Project any vehicle over 18 feet long. Nothing may be stored (for any length of time) in carports except automobiles, small boats, trailers, golf carts, bicycles, one barbecue grill, or motorcycles of owners or tenants. Owners and occupants must provide the

property manager notice of the license plate number of registration number and general description (color and make) of each vehicle (including trailers, boats, etc.) that owners or occupants park at the Overlook Villa West Condominium Project. Owners must provide Auto Information to Management on or before the first day of vehicles arriving. This will prevent the possible towing of any unauthorized vehicles.

(f) Only unit owners or registered tenants are allowed to wash vehicles, boats, and trailers on the property. Guests are not allowed to wash their vehicles, boats and trailers on the property. Washing is allowed only using the low-water use method of using a bucket to wash and rinse: usage of hoses is prohibited.

28. **Fines.** New subsection (g) is added (the balance of the language of this paragraph is unchanged):

(g) A minimum fine of \$30 shall be imposed for each month in which a unit's water usage exceeds 120% of the amount allotted per LUE (living unit equivalent). Such allotment is presently 2000 gallons for 1 LUE, and 4000 gallons for 2 LUE's.

29. **Late charges.** Assessments are due on the first day of each month, and a late fee will be charged if the account shows an unpaid balance continuing after the 10th day of the month. The charge for late payment of monies to the Association shall be a \$30.00 per month charge on unpaid balances. This is to cover the administrative costs, hassle, and overhead of collection (excluding attorney's fees). At the Association's discretion, all payments shall be made in certified funds if one or more previous payments has been late or the Association has received one or more hot checks. No notice shall be required.

37. **Interior water leaks.** Failure of a unit owner to promptly report a water leak to the Association after evidence of the leak in the interior of the owner's unit can cause damage to be compounded. 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 make a written report to the Association of the suspected leak within 5 days after the first sign of the leak shall relieve the Association of any obligation it might have to pay for interior repairs¹. If the Association's attempt to repair a leak appears unsuccessful, a unit owner must report that fact to the Association, in writing, within 5 days of reappearance of the leak, and failure to do so shall relieve the Association of any obligation it might have to pay for interior repairs². Owners of rented or vacant units have a duty to inspect periodically for leaks, and are not exempt from the reporting deadlines. Unit owners purchasing their units are responsible for the failure of the preceding owner to report such leaks, as applicable.

¹ To the extent that the Association elects to perform such repairs, all costs of such, plus administrative fee of not less than 10%, shall be the liability of the owner and the owner's unit, and assessed to the owner's unit account as an assessment.

² See footnote one -- the same protocol is applicable to this instance.

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AMENDMENT OF RULES AND REGULATIONS
OF
OVERLOOK VILLA WEST COUNCIL OF CO-OWNERS, INC.**
(Related to residential use)

Document reference. Reference is hereby made to that certain Declaration for Establishment of Condominium Regime, filed at Vol. 1, Pg. 393, in the Condominium Records of Travis County, Texas (together with all amendments and supplements filed of record, the "**Declaration**").

Reference is further made to that Amendment and Restatement of Rules and Regulations of Overlook Villa West Council of Co-Owners, Inc., filed as Document No. 2014099912 of the Official Public Records of Travis County, Texas (together with all amendments and supplements filed of record, the "**Rules**").

WHEREAS the Declaration provides that owners of condominium units subject to the Declaration are automatically made members of the Overlook Villa West Council of Co-Owners, Inc. (the "**Association**");

WHEREAS the Association, acting through its board of directors (the "**Board**"), is authorized to adopt and amend rules and regulations governing the use of the condominium property subject to the Declaration, pursuant to Section 6.1(d) of the Declaration and Section 82.102(a) of the Texas Uniform Condominium Act, and has previously adopted the Rules; and

WHEREAS the Board has voted to add a new Section 57 to the Rules;

THEREFORE the Rules have been, and by these presents are, AMENDED by ADDING the following provision:

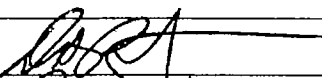
"57. **Residential Use.** Each Apartment and the Common Elements may be used and occupied only for residential purposes (refer to Section 6.3 of the Declaration). This prohibits, without limitation, using water, electricity, or other utilities from an Apartment or the Common Elements for commercial purposes, or any other non-residential use anywhere on the property."

Subject solely to the amendment contained herein, the Rules remain in full force and effect.

OVERLOOK VILLA WEST COUNCIL OF CO-OWNERS, INC.
Acting by and through its Board of Directors

By: _____

Title: _____


President, Dwight Ritter

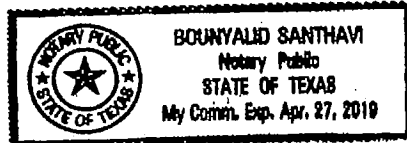
Acknowledgement

STATE OF TEXAS §

COUNTY OF Travis §

This instrument was executed before me on the 02 day of August, 2015, by Dwight Ritter in the capacity stated above.

Bounyalid Santhavi
Notary Public, State of Texas



After recording, please return to:

Niemann & Heyer, L.L.P.
Attorneys at Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701



**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Dana Debeauvoir

**DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS**

August 26 2015 03:24 PM

FEE: \$ 34.00 2015137126

Itinerary: Oranjestad

9/27/2015

STATE OF TEXAS §

COUNTY OF TRAVIS §

AMENDMENT OF RULES AND REGULATIONS
OF
OVERLOOK VILLA WEST COUNCIL OF CO-OWNERS, INC.
(Related to Standby Electric Generators)

Document reference. Reference is hereby made to that certain Declaration for Establishment of Condominium Regime, filed at Vol. 1, Pg. 393, in the Condominium Records of Travis County, Texas (together with all amendments and supplements filed of record, the "**Declaration**").

Reference is further made to that Amendment and Restatement of Rules and Regulations of Overlook Villa West Council of Co-Owners, Inc., filed as Document No. 2014099912 of the Official Public Records of Travis County, Texas (together with all amendments and supplements filed of record, the "**Rules**").

WHEREAS the Declaration provides that owners of condominium units subject to the Declaration are automatically made members of the Overlook Villa West Council of Co-Owners, Inc. (the "**Association**");

WHEREAS the Association, acting through its board of directors (the "**Board**"), is authorized to adopt and amend rules and regulations governing the use of the condominium property subject to the Declaration, pursuant to Section 6.1(d) of the Declaration and Section 82.102(a) of the Texas Uniform Condominium Act, and has previously adopted the Rules; and

WHEREAS the Board has voted at a properly-noticed meeting to add a new Section 56 to the Rules;

THEREFORE the Rules have been, and by these presents are, AMENDED by ADDING the following provision:

"56. **Standby Electric Generators.** Unless otherwise approved by the Association in writing, which approval in the Board's discretion may be denied, approved, or approved with conditions, an Owner may not install a standby electric generator on the common elements (limited or general) or on any other property maintained by the Association or owned in common by association members, including but not limited to any roofs, patios, grounds, landscaped areas, yards, or any other portion of the real property."

Subject solely to the amendment contained herein, the Rules remain in full force and effect.

OVERLOOK VILLA WEST COUNCIL OF CO-OWNERS, INC.
Acting by and through its Board of Directors

By: _____

Title: _____


President

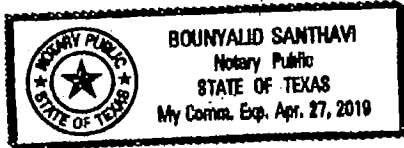
Acknowledgement

STATE OF TEXAS §

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Austin, Texas 78701

File Server: CLIENTS: Overlook Villa West: Rule Amend Commercial Use IT8-15.doc



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Dana Debeauvoir
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
August 26 2015 03:24 PM

FEE: \$ 30.00 2015137127