

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

ROYAL ORLEANS NORTH CONDOMINIUMS
Rules and Regulations – Revised February 7, 2007

WHEREAS, the Condominium Declaration for Royal Orleans North Condominiums was recorded in Volume 7801, Page 560, of the Condominium Records of Travis County, Texas;

WHEREAS, the governing documents for the Royal Orleans North Owners Association, Inc. allow for the Association’s adoption of rules governing the community;

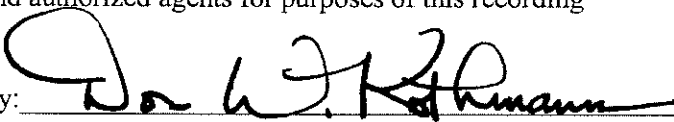
WHEREAS, the Board has voted by at least a majority to vote to amend the current rules and policies of the Association, which current rules and policies are recorded in Instrument Number 2005132466 of the Official Public Records of Travis County, Texas (the “Old Policies”);

WHEREAS, as a result of such vote to amend the Old Policies, the Old Policies are hereby amended as set forth in the *Community Policies for Royal Orleans North Condominiums (applicable to all owners, occupants and guests), Revised February 7, 2007* (the “Amended Policies”), which Amended Policies are attached hereto as Exhibit “A” and incorporated herein by reference for all purposes;

WHEREAS, the Amended Policies attached hereto are a complete replacement of the Old Policies and such Amended Policies hereby replace and supersede all previously adopted rules and policies, including the Old Policies.

Amended Policies adopted February 7, 2007. Effective on the date of recordation.


ROYAL ORLEANS NORTH OWNERS ASSOCIATION, INC.
By: Knolle, Holcomb, Kothmann & Callahan, P.C., its attorneys
and authorized agents for purposes of this recording

By: 
Don W. Kothmann

STATE OF TEXAS §
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COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 3rd day of May, 2007, by Don W. Kothmann in the capacity stated above.




NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

COMMUNITY POLICIES FOR
ROYAL ORLEANS NORTH CONDOMINIUMS
(applicable to all owners, occupants and guests)
Revised February 7, 2007

COMMUNITY POLICIES FOR
ROYAL ORLEANS NORTH CONDOMINIUMS
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COMMUNITY POLICIES FOR
ROYAL ORLEANS NORTH CONDOMINIUMS
(applicable to all owners, occupants and guests)
Revised February 7, 2007

All residents are proud of Royal Orleans North because of the beauty of the grounds and the upkeep of the complex. These rules replace and supercede all previous rules, including those recorded in TRV 2002176073, 2005079049 and 2005132466 of the Official Public Records of Travis County, Texas.

If your neighbors violate any rule or regulation, you are encouraged to ask them to comply, or you may request the management to write a note to the unit owner or resident who violates the rules. Owners are responsible for violations committed by their tenants or guests. Royal Orleans North is managed by Nancy Thompson (512) 346-5431. If a violation persists, the owner of the unit will be asked to attend a Board meeting to resolve the matter.

RULES & REGULATIONS

1. *Signs.* No signs--business, political or advertising (For Sale, For Rent, Campaign, etc.) may be displayed in the common areas or inside or outside a unit.
2. *Garage sales.* Garage sales are prohibited on the property.
3. *Clothing.* No clothing or household fabrics shall be hung, dried or aired on balconies, patios, patio fences or in windows or doors. No clothes lines shall be located so as to be visible from street, driveway or common areas.
4. *Window coverings.* All window unit coverings shall be white or off-white as visible to the exterior of the unit.
5. *Broken windows.* Broken windows and screens must be replaced immediately by unit owner.
6. *Vehicle parking.* No resident shall park, store or keep any vehicle, except in the individually assigned parking space. An inoperable vehicle shall not be stored on the property.
7. *Boats, etc..* No boats, campers, trailers or other recreational vehicles may be parked or stored on the property.
8. *Spaces.* Spaces marked "Reserved" are for owner/occupant; spaces marked "Guest" are for guests only. Persons who share a unit with an owner or tenant cannot park their vehicle in a guest parking space. Visitors may not park in "Guest" parking spaces for more than five days unless prior written permission is received from the Board. A resident is not considered a guest and shall not park in guest spaces. Vehicles parked in violation of this rule may be towed without further notice at owner or operator's expense.
9. *Vehicle repairs.* No unit owner shall conduct major repairs to any motor vehicle, boat or trailer anywhere on the property.

10. *Motorcycles/bicycles.* Motorcycles, motorbikes, motor scooters or other similar vehicles may be parked only in the owner's assigned space.

These vehicles may not be parked in the breezeways, courtyard or pool area. Bicycles may be operated only in the parking areas of the complex.

11. *Skating.* Skating is not permitted within the courtyards, pool area or breezeways. Skate boards are not permitted on the property.

12. *Animals.* A dog, cat, fish, bird or other household pet may be kept in units provided such animal is not kept, bred or maintained for commercial purposes, or in unreasonable quantities in the judgment of the Board. Only one dog per unit is allowed without prior written permission from the Board. No animal weighing in excess of 30 pounds may be kept on the property without approval of the Board.

Animals belonging to unit owners, tenants or guests must be kept either within the unit, enclosed patio or on a leash. Pet owners must immediately clean up their pet's droppings.

Animals which, in the sole judgment of the Board, become objectionable to other residents can be permanently removed from the complex at the direction of the Board. "Objectionable" may include howling, barking, growling, etc. Owners shall be responsible for damages caused by their respective pets.

13. *Alterations.* No exterior alterations of any type or kind can be made to the owner's unit, nor to any of the general common elements without approval of the Board. This includes stairs, steps, screens, storm windows, storm doors, burglar bars, etc.

14. *Planting except within individual units.* No planting or transplanting shall be done without prior approval of the Board.

15. *Pool.* Each resident and guest is responsible for the routine clean-up of their clothing, food or other personal items after use of the pool area. Glass containers are prohibited in the pool area. Children 12 years and under must be accompanied by an adult at the pool at all times.

Pool hours are 9 am to 10 p.m. Any parties of more than four non-residents using the pool area must have the prior approval of the Board. Parties must conclude by 10:30 p.m.

16. *Trespassers or Criminal Activity.* Call 911.

17. *Dangerous Driving in Parking Areas.* Call 911. By Texas law, dangerous driving on private property is a criminal offense. If officer does not arrive in time to witness violation, it may be necessary to sign a complaint.

18. *Tampering with Lights and Other Maintenance Equipment.* Call Carol McNelly (346-5431). Report what was done and where.

19. *Garbage.* Tie or secure garbage bags containing food before depositing in dumpster. All garbage and trash is to be deposited in the dumpster (boxes to be collapsed so as to fit in dumpster--anything too large to fit in dumpster must be hauled off the property) -- NOTHING is to be left in the dumpster area!

If one dumpster is full, use another. Trash bins in laundry rooms and those located poolside are NOT for household garbage.

20. *Cooking-out.* Barbecue fires on balconies, patios, porches, walkways and breezeways are prohibited by the Austin fire code. No fires are allowed under any overhang or within 10 feet of any combustible material. Violations can result in fines.

21. *Security, safety, and lighting.* Neither the Association nor the Association's management company provides or warrants security. Each occupant is responsible for the security of himself and his family and guests. It is recommended that each unit have: (1) keyless deadbolts on all entry doors, (2) keyed deadbolts on all entry doors, (3) pinlocks on all sliding glass doors, and (4) doorviewers on all exterior 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 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.

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

23. *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.

24. *Entry areas and sidewalks.* Entry areas, walkways, steps, and landings shall be kept clean and neat by the owners using them. Only doormats and plants can be placed in these areas. Feeding bowls for pets may not be left outside since they attract stray animals and compound the "clean-up" problems. Owners must keep the concrete floor of their patios free of paint, stains, pet droppings, and debris. The only property which may be visible on these areas are the following: lounges and lawn chairs, exterior tables, plants and hanging baskets. Nothing may be stored on the railings. Items on these areas must not appear to be in disrepair. A unit owner will be charged if, after notice, the owner fails to clean his patio or remove improperly stored property and the Association does it for him.

25. *Trash.* Garbage, rubbish, or cuttings shall not be left or deposited, even temporarily, on any common areas or patios. All of such refuse must be placed in the dumpsters in the parking lots.

26. *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.

27. *Nuisances.* No unsafe, noxious, offensive, or illegal activity, or odor is permitted on the project. No activity shall be conducted on the property which in the judgment of the Board of Directors might reasonably be considered as annoying to neighbors of ordinary sensibilities, or might be reasonably calculated to reduce the desirability of the property for quality of living. This includes, but is not limited to, actions which may cause, in the Board's reasonable discretion, a reasonable person to feel uncomfortable due to invasion of privacy (for example, another owner or resident peering into their unit), and engaging in gratuitous rude and/or harassing behavior towards the Association's owners, residents, tenants, guests or contractors. No exterior loudspeakers or flashing lights shall be allowed. No person may do anything that will increase insurance rates for the project without the prior written consent of the Board or which may cause such improvements to be uninsurable or which may cause any policy to be canceled, suspended, or materially modified by the issuing company. The Board reserves the right to exclude, expel, or require to return to their unit any owner, resident, tenant or guest in the common area who in the Board's sole judgment is intoxicated, under the influence of drugs, or conducting themselves so as to be a nuisance to others.

28. *Children.* Each owner is responsible for the conduct of children who are tenants or guests in his unit. There is no lifeguard; and all children who cannot swim must always be in the company of an adult when near the swimming pool. Sign(s) to that effect have been posted near the pool. 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.

29. *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.

30. *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.

31. *Criminal activity.* While on the condominium project, no person may violate any criminal laws, health codes, or other applicable laws. Tampering with water, lighting, sprinklers, pool equipment, or other Common Elements is prohibited.

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

33. *Fines.*

(a) The Board may assess fines against an owner for violations of restrictions or standards of conduct contained in the Declaration, Bylaws 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 of the alleged infraction or 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 \$25. Fines may be assessed for each day of violation.

34. *Late charges.* The charge for late payment of monies to the Association shall be a \$15 per month charge on unpaid balances. This is to cover the administrative costs, hassle, and overhead of collection (excluding attorney's fees). After the due date, interest shall run on unpaid sums due the Association at the rate of 18% per year compounded annually.

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

36. *Change of address.* Owners shall keep the Association timely informed of their current addresses and any change of addresses.
37. *Names and addresses of tenants.* Owners shall notify the Association of current names and addresses of tenants of their respective units.
38. *Name and address of new owners.* 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 Lot without paying such monies, such selling owner shall remain liable for all monies accruing to the Association thereafter on such until such monies are paid in full. If an owner sells or transfers ownership of his unit and fails to notify the Association of the sale, the selling owner shall continue to be liable for the assessments accruing after the sale or transfer until such time as the selling or transferring owner notifies the Association in writing of the name and address of the new owner.
39. *Security device requirements if you rent your unit.* If you rent your unit, a special statute provides that you must rekey at every tenant turnover and you must install and maintain certain kinds of security devices in your unit. This is very important since you could be held responsible for crimes committed against your tenants that are caused in part by your failure to comply with the Texas Security Device Statute. The Board may, at the owner's expense, enter and install, repair, or rekey any security device required by the Texas Security Device Statute in order to cure a violation of the statute by the owner. The statute states that you must rekey between the date the old tenant moves out and the 7th day after the new tenant moves in.
40. *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 herein. Except for provisions of these policies that come from the Declaration, the policies may be changed or added to by the Board.
41. *Laundry facilities.* The common area laundry facilities may be used by owners and residents or tenants only. No smoking or drinking of alcoholic beverages is allowed in the laundry room.
42. *Enforcement.* If after notice and reasonable time to cure Owners fail to remedy violations of the Declaration, Bylaws or Rules, the Association may cause any necessary remedial work to be performed and the cost associated may be assessed against the unit and shall be treated and collectable as an assessment under the Declaration (See Section 5.11 of the Declaration).
43. *Meetings of the Board and Association.* Four regular Board of Directors meeting will be held during each fiscal year. If an owner wishes to attend a Board meeting, the following will apply: In accordance with Robert's Rules of Order, the Chair (the President of the Association in most circumstances) must recognize any person, Board member or Association member, wishing to be heard at a meeting. The Association reserves the right to defer all comments from non-Board members until a certain time at a Board meeting or Association meeting, and reserves the right to limit an individual Owner's time to speak.

Any Owner who does not abide by the instructions of the Board with regard to time of speech (a member who talks when he or she has not been recognized, talks longer than his or her allocated time, or other such instances which in the discretion of the Board disrupt the meeting) may be asked to leave by the Board and, upon being asked, must leave the meeting. If an Owner does not leave the meeting, the

Owner may be fined and all other enforcement action authorized under the declaration, bylaws, rules, and statutes may be taken against the Owner in the Board's discretion.

The intent of this rule is to adopt Robert's Rules of Order for use at meetings when in the Board's discretion such procedures are warranted and to allow for the efficient use of time at meetings. Owners are welcome to submit written comments to the Board in care of the Association's manager. Owners wishing to speak at an Association's Board meeting or annual meeting should submit a written request to the manager, requesting to be placed on the agenda for the meeting, and describing the general nature of what the Owner would like to discuss. However, the Board of Directors may in its discretion allow Owners who have not previously submitted requests to be put on the agenda to the Board to speak at a meeting.

44. *Notices/Bulletin Boards.* The Board of Directors reserves the right to limit the use of all community bulletin boards, including the laundry facilities, from time to time, and notices deemed untimely (which have been up for an extended period of time) or inappropriate may be removed at any time. No owner may place any notice on the community bulletin board regarding Association matters (included without limitation notice of Association meetings, notice of Board meetings, etc.) without prior consent of the Board of Directors and notice to the property management company. This is imperative to prevent misinformation with regard to Association matters.

45. *Board Communications.* No member of the Association's Board of Directors is authorized to act on behalf of the Association without a majority vote of the Board. All Owners are on notice that Board members individually do not have the authority to act for the Association but, rather, any information coming from a Board member should be considered that own individual's personal opinion and not necessarily that of the Board of Directors.

46. *Leasing Units.* Prior to leasing to a tenant or otherwise leasing the Owner's unit to anyone but the Owner and his family, Owners must exercise due diligence not to lease to tenants or occupants if they have a conviction or deferred adjudication history of any crime that may pose a serious potential risk of injury to other residents. This includes (but is not limited to) such crimes as rape, molestation, sexual assault, indecent exposure, indecency with a child, murder, burglary, and kidnapping. It is the Owner's responsibility to determine the best way to exercise that due diligence. Owners must obtain a report based on Texas Department of Public Safety criminal records, as well as taking any other actions needed to prudently screen your 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 Directors. The Association shall have a right of the immediate eviction against any tenant or other occupants who are found to have a history of a crime described in this rule. The owner will be responsible for all costs associated with such eviction.

47. *Association Contractors.* The Association's contractors include porter and maintenance personnel, pool cleaners, electricians, plumbers, roofers, landscape company staff, management company staff, attorneys, and any other entities and individuals retained by the Association to perform services for the Association at the direction of the management company or the Board. Harassment of, or interference with services performed by, any of the Association's contractors by an owner, resident, tenant or guest is strictly prohibited.

No owner, resident, tenant or guest may give direction to, ask advice of, or take any action that results in altering, stopping, or slowing the work of any of the Association's contractors without prior approval from the Board, especially, but not only, if such actions sustain a cost to the Association. Any unapproved costs sustained by the Association due to such actions will be charged to the owner responsible for incurring the costs, and owners shall be held responsible for any such costs incurred by their residents, tenants or guests.

ROYAL ORLEANS NORTH
OWNERS ASSOCIATION, INC.

Date of Adoption: February 7, 2007

After recording, please return to:
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