

**STATE OF TEXAS
COUNTY OF TRAVIS**

**Amended and Restated Rules and Regulations:
Wildflower Homeowners' Association, Inc.**

The Wildflower Residential Area Declaration of Covenants, Conditions and Restrictions (together with all subsequent amendments, the "Declaration") was recorded in Volume 12836, Page 182 of the Real Property Records of Travis County Texas, and gives the Wildflower Homeowners' Association, Inc. the power to adopt rules governing the property described in the Declaration. The Board has adopted the following rules. This is an amendment and complete restatement, and it supercedes all previous rules and regulations, including those recorded in document numbers 2005185580, 2005205793, and 2006006865 of the Travis County Official Public Records:

ARTICLE I. ENFORCEMENT

Section 1. **Suspension of Privileges/Fines.** In the event of a violation of the Declaration, Bylaws, or any rules and regulations of the Association, the Board of Directors, acting on behalf of the Association, in addition to any other remedies provided by the Declaration, Bylaws, or rules and regulations and remedies available pursuant to State statute or other law, may

- 1 suspend or condition the right of an Owner and any tenants, occupants, or guests to use of facilities (including all or part of any common areas) owned, operated, or managed by the Association;
- 2 suspend an Owner's voting privileges in the Association as a Owner, as further provided in the Declaration and Bylaws;
- 3 record a notice of non-compliance encumbering the Lot;
- 4 levy a damage assessment against a Lot;
- 5 levy late fees, collection costs and/or deed restriction enforcement costs (including attorneys fees) against a Lot , and
- (6) assess a fine against the Lot Owner and Lot for the violation of Owner, his tenants, occupants, or guests in an amount to be determined by the Board of Directors.

The Association must comply with any notice requirements of state law. Owners are responsible for all violations of their occupants, tenants, guests, agents and invitees.

Any amounts charged to an Owner under these procedures may be collected in the same manner as regular assessments under the Declaration, including lien and foreclosure rights to the extent permitted by law.

It is the owners' responsibility to notify the association, in writing, when a violation has been cured so as to stop any fines from being assessed. Fines may continue to be assessed until the association receives this notice from the owner.

Section 2. **Attorneys Fees.** The Association may assess reasonable attorneys fees to an Owner's account for nonpayment of amounts due or other violations of the Declaration, Bylaws, or rules.

records, and shall not be published or otherwise revealed to third-parties (including other Owners), unless compelled by court order, required by a contractual obligation of the Association, or approved in writing in advance by the Owner whose information is being revealed.

ARTICLE VIII. MAINTENANCE

1. **Alleyway Fencing.** The Association shall have the right, but not the duty, to repair and maintain fencing alongside and adjacent to any and all common area alleyways.
2. **Landscaping on lots and curbside.** Each lot owner shall be responsible for adequately maintaining all landscaping located both on the lot and within the planting strip directly in front of the lot (i.e., the landscaped strip between the roadside curb and the sidewalk). This maintenance obligation includes, but is not limited to, regularly scheduled watering, mowing and edging of grass areas, and trimming of shrubs, crape myrtles and other trees.

ARTICLE IX: REAR PARKING PAD CLEAR & ACCESSIBLE; REAR YARD FENCING

1. **Parking pads to be kept clear; parking garages.** The parking pad located on the rear of the lots is to be used as the primary parking location for personal vehicles owned by lot owners/occupants. The parking pad is to be used solely for parking of functioning personal vehicles. The pad area is to be kept clear of obstruction to permit that intended use. As such, no sheds, outbuildings, debris, construction materials, equipment, inoperable/abandoned vehicles, commercial vehicles, or any other structure/items are to be located or remain on the parking pad. Notwithstanding this restriction, owners are permitted to use the parking pad as a foundation for a parking garage structure, so long as the structure has been approved in advance per the requirements of the Declaration. The Association strongly encourages the construction of such parking structures within the first year of occupancy of the lot, or as soon as practicable thereafter.
2. **Parking pad to remain accessible.** The parking pad is to remain fully accessible for motor vehicle parking from the adjacent alleyway. As such, no fence or other obstruction is to be constructed/located across the entry to the parking pad from the adjacent alleyway.
3. **Rear yard fencing.** As clarification of the fencing requirements established in Article 3.17 of the Declaration, the back yards of all lots must have a complete physical barrier separating the yard from the associated alleyway. That barrier must be comprised of a six (6) foot tall wooden privacy fence running from one rear corner of the lot to the parking pad, along the inside perimeter of the parking pad, and continuing from the parking pad to the other rear corner of the lot.

ARTICLE X: FORWARDING ADDRESSES

If an owner is not occupying his lot, or for any reason is not able to receive mail at the address of said lot, it is the sole obligation of the owner to provide the Association an updated mailing address at which the owner can receive written correspondence and notices from the Association.

ARTICLE XII: AUTHORITY TO ENTER TO ENSURE COMPLIANCE

above, 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 to have substantially and repeatedly violated Association rules regarding noise, nuisances, noxious odors, or other rules relating to safe enjoyment of the Property by other owners and their family, tenants, and guests. 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 dwelling 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 dwelling to the dwelling's Owner and shall not enter the dwelling. The Owner will be responsible for all costs associated with such eviction, including reasonable attorneys' fees. Each Owner, by acceptance of a deed to a lot, 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 an uncured violation. Said attorney-in-fact shall have the right, but not the obligation, to bring such eviction proceeding.

8. **Applicability.** These leasing requirements apply to all Lots and scenarios, other than owner-occupied Lots. In other words, the leasing restrictions apply in any non-owner occupant situation whether or not the situation involves what is generally thought of as being a traditional leasing situation. For example, the leasing rules apply in a non-owner-occupant situation even if no rent is changing hands, if the arrangement is termed a contract of sale, or any other arrangement other than an owner-occupant. For purposes of these requirements, a Lot will be considered owner-occupied only if the owner and/or his immediate family member(s) are living in the home and no rent or other compensation is being collected.
9. **Grandfathered Leases; copies to Association; no extensions or renewals without compliance.** The leasing rules contained in this Article V shall apply only to leases executed prior to the adoption of this Article. All leases execute prior to that date are deemed "grandfathered leases." Owners shall provide copies of grandfathered leases to the Association within seven (7) days of a request to provide said copy. No grandfathered lease shall be renewed or extended without the renewed or extended lease being of a form that is in compliance with this Article

ARTICLE VI. TREES

Owners are required to plant two (2) trees, at least eight (8) feet high and at least one and one-half (1-1/2) inches in diameter in their back yard. The Board recommends Cedar Elms, Chinese Pistache, or Texas Elms.

ARTICLE VII. OWNER INFORMATION DEEMED PRIVATE

The e-mail addresses and phone numbers of the Association's Owners shall be kept as private

2. **Tenants must comply with all restrictions; owners responsible for Tenants.** Tenants and occupants must comply with all governing documents of Wildflower, including all provisions of the Declaration, Bylaws, and Rules and Regulations. Owners are responsible for all actions of their tenants, including any fines or other charges that result from tenants' action or inaction. Owners must furnish their tenants with copies of all governing documents of Wildflower, copies of which are available from the Wildflower management office (copy fees must be paid by the Owner.)
3. **No renting rooms.** No Lot owner may lease less than the entire home.
4. **Mandatory lease provisions.** Every lease: (A) must be in writing; (B) must be for a term of no less than six (6) months and no more than twelve (12) months, with month-to-month extensions allowed; (C) must specifically state that the Lessee has received copies of the Wildflower HOA's governing documents (i.e., the Declaration, Bylaws, and Rules and Regulations), and agrees to comply with the restrictions contained therein; (D) must state that any violation of any governing document is grounds for eviction; and (E) must state that yards are to be adequately maintained, and clarify whether the Lessor or the Lessee is responsible for such maintenance. (Note: If the yard is not adequately maintained, the Association has the right under the Declaration to maintain the yard and the owner will be held liable for all associated costs. Please refer to Sections 3.08, 3.19 and 3.20 for maintenance responsibilities.)
5. **Owners must provide Association a copy of all leases.** A copy of the lease (including the attached Rules and other documents) must be fully executed (by both owner and tenant) and must be provided to the management company for the Association within seven (7) days of execution.
6. **Owners must perform tenant background checks.** Prior to leasing to a tenant or otherwise allowing the Owner's Lot to be occupied by anyone other than 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 take any other actions needed to prudently screen their 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.

7. **Association right of eviction.** 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 to have a history of a crime described in paragraph 1

Section 3. **Non Waiver.** The failure of the Association to enforce any provisions of the Declaration, Bylaws, rules, or procedures shall not constitute a waiver of the right to enforce the same thereafter. All remedies in the Declaration, Bylaws, and rules are cumulative and not exclusive.

Section 4. **Application of Payments.** The Association in its discretion and without notice to the Owner may apply amounts received from Owners to non-assessment items or other amounts due and owing the association regardless of Owners' notations on checks or otherwise.

ARTICLE II. OCCUPANCY

Occupancy Policy. A maximum occupancy of two persons, plus one child under the age of one years old, is allowed per bedroom contained in the home. However, in small bedrooms (for these purposes defined as having square footage of 120 sq. ft. or less), only one adult plus one child under the age of one years is allowed. (For example, in a three-bedroom home, the maximum occupancy is six adults and three children under the age of one. However, in a three-bedroom home where two bedroom are 120 sq. ft. or less (for example, if the home had one 10'x10' and one 10'x12' bedroom), the maximum occupancy is four adults and three children under the age of one.)

ARTICLE III. UNSIGHTLY ARTICLES

Unsightly Articles. No unsightly articles (in the discretion of the Architectural Committee) are allowed to remain on a lot so as to be visible from adjoining property or the street. Trailers, boats, campers, buses, motorcycles, scooters, and garden maintenance equipment must be kept in an enclosed structures or screened from view (except when in actual use.)

ARTICLE IV. CONSTRUCTION ACTIVITY/EXTERIOR ALTERATIONS

Construction. Per Section 6.07 of the Declaration, no construction of any kind is allowed without the prior approval of the Architectural Committee ("AC"). This includes construction of patios, fences, awnings, railings, outbuildings, garages, sheds, home extensions, and any other construction of any kind except for construction inside of the home itself. All construction work that is subject to review and approval by the AC must be completed by a State of Texas licensed and bonded building contractor, who shall provide the AC a copy of their license and references prior to issuance of an AC construction permit. A written AC construction permit **must** be issued prior to beginning any construction activities. Any construction commenced without prior receipt of an AC construction permit, or any construction that goes beyond the scope of the issued permit, may be required to be undone/remove, and will subject the owner of the tract to fines and other enforcement action.

ARTICLE V. RENTING

Renting/leasing restrictions.

1. **No participation in governmentally-assisted renting programs.** Owners may not participate in the Section 8 rental program or other governmental- assistance rental programs.

Any agent of the Association has the right to enter upon any lot, during daylight hours and without the prior approval of the lot owner, for purposes of auditing the lot to ensure compliance with the governing documents, including compliance with the provisions contained in the Declaration, Bylaws, and/or these Rules and Regulations.

Wildflower Homeowners' Association, Inc.

By: _____

Title: _____

AGREED TO and ADOPTED this ____ day of _____, 2006.

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on _____ by
_____.

Notary Public for the State of Texas
Printed name of notary _____
My commission expires _____

After recording, please return to:
Niemann & Niemann, L.L.P.
1122 Colorado St., Suite 313
Austin, Texas 78701