

**RULES AND REGULATIONS**  
**OF THE**  
**CHASE OAKS VILLAGE HOMEOWNERS ASSOCIATION, INC.**

The ACC of the Association is vested with the responsibility to adopt Rules and Regulations governing the use of Living Units, Lots, Association property and the Common Areas and governing the personal conduct of members, residents and their guests. The Declaration, Articles of Incorporation, Bylaws, Rules and Regulations are the governing documents for the Association and control its, daily affairs.

In order to carry out the mandates of the Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation, and the Bylaws of the Homeowners Association, the ACC (Developer, until the Board is formed) has adopted the following Rules and Regulations. These Rules and Regulations have been adopted to more clearly define the intent of the above documents. They are intended to protect health, promote safety, preserve the natural environment, and to promote harmony and tranquility within the development. They will be enforced uniformly to all owners, tenants, and guests. They are designed to affect only those activities of a common nature occurring on common open space and not to regulate the private and personal lives of the members.

Inasmuch as the Association is a non-profit corporation governed by a volunteer ACC, the governing documents provide that daily regulation of the Association may be performed by professional management. The professional management company engaged by the Association shall report to and is responsible solely to the ACC. The professional management company engaged by the Association does not make or change Association policies; as such authority is exclusively reserved to the ACC. The responsibility of the professional management company engaged by the Association is to assist the ACC in their duty to maintain, protect and enhance the Association.

The term “**Owner/occupant**” shall be defined as the Owner of a Living Unit, such Owner’s immediate family, and tenants of leases, executed in accordance with the Declaration, for a Living Unit.

**1. COMMON OPEN SPACE**

The wooded and natural open spaces are intended for the quiet and peaceful use of the owners, residents, and guests. The intent is to preserve these areas for the enjoyment of the members. The following regulations are designed to protect the trees, bushes, plants, animals, birds, and other from harm or molesting by persons or pets.

- A. The carrying or discharge of any firearms on common property is prohibited. Firearms shall include rifles, shotguns, revolvers, air pistols, pellet guns, air guns of all kinds, bows and arrows, crossbows, traps, and snares.
- B. Firecrackers and fireworks are not permitted.
- C. Trees, bushes, and shrubs shall not be defaced or cut down. The Association shall provide for necessary maintenance as needed.
- D. Open fires, burning charcoal or other flammable material is not permitted.
- E. Owners of pets are responsible for their actions on the open space. They shall be under control at all the times so as not to bother, endanger, or be a nuisance to animals, birds, or persons using the open space.
- F. No littering or depositing of refuse grass clippings is permitted in the open space.
- G. The landscaped entrance ways and signs at the entrance to the subdivision are maintained by the Association. No cutting is permitted of the plant material, no signs may be placed on the property, and no defacing of the sign or alterations to it are permitted. The adjacent fence and landscaping areas will also be maintained by the Association.

**2. MEETING PROCEDURES AND CONDUCT**

- A. With the exception of executive session meetings to review litigation issues, violations, delinquencies and other similar matters, board meetings are open to the membership.
- B. If you have an issue that you would like addressed; you must contact the ACC, in writing, at least three (3) weeks prior to a meeting to be placed on the agenda. The ACC will need a detailed description of the issue(s) you wish to discuss. Please realize that the Board may not reach a decision on the issues in question. Additional time

may be needed for research to answer your questions.

C. If you do not have an item on the agenda but wish to attend a ACC meeting. Please be advised that owners are NOT permitted to participate in the meetings. However, homeowners are given a period of time at the beginning of each open meeting to address their concerns to the Board.

D. The Board of Director's has set a strict policy that meetings are recorded solely for the purpose of accurate minute taking and recorded only by the Board. No other person is allowed to record Association meetings. The minutes of a meeting become final and binding once they are approved and signed by the Board. Should you wish to know what transpired at any given meeting please request a copy of the approved minutes. They will be provided to you at a cost of \$.25 per page.

E. Any homeowner, who does not follow these simple rules at any meeting of the Association, will be asked to leave.

F. There is no need to be placed on the agenda for an Annual Meeting. At every annual meeting, there is a period of open discussion for the homeowners to ask questions and voice their concerns. Once again, however, please realize that the Board may not reach an immediate decision, as additional time may be needed to research your questions.

**3. ARCHITECTURAL CONTROL**

No addition or alteration shall be made to the exterior of the Living Unit or building without written approval from the ACC or Architectural Control Committee. This includes but is not limited to ornamental screens, additional permanent or temporary patio covers, sunshades, solar coverings, and other modifications, which would affect appearance, safety, access or common areas.

**4. COMMON AREAS AND AMENITIES, USES AND MAINTENANCE**

**A. Recreational-Use Common Amenities**

1. The Developer has provided and the Association will continue to maintain common use recreational amenities including but not necessarily limited to a pool, landscaped areas, Puppy Park, and sports court as shown on the recorded subdivision plat maps or proposed future annexation into the community. Usage of these areas is on a first come first serve basis unless otherwise and specifically set forth herein for certain amenities.
2. No activity is permitted within or upon these amenities, which causes damage to or defaces any structure or improvements thereon. Individuals responsible for any such damage will be expected to reimburse the Association for all expenses incurred in the replacement or restoration of any damaged items.
3. No planting may be done in the common area by any Owner, except at the direction of the ACC.
4. The cost incurred by the Association to repair any damage caused to the Common Areas or Amenities by an Owner, Owner's guests, and/or Owner's children, shall be paid for by the Owner.

**5. GUEST POLICIES FOR PARKING AND COMMON AMENITIES USAGE**

There shall be a limit of 4,(four) guests per Living Unit to accompany the Owner/occupant of the Living Unit while using the pool, basketball court or any common area. If any event is held whereby Owner/occupant would have in excess of three (3) visitors to his home at any one time this will require that prior arrangements for parking and access first be made with the Manager or other designee of the Association. Owner/occupant of the Living Unit shall at all times accompany guests.

**6. POOL USE**

- A. The swimming pool area is for the use and enjoyment of all residents and their guests. Owners are responsible for any damage or misconduct attributed to their tenants and/or guests.
- B. Residents may bring a maximum of four (4) guests per Living Unit to the pool area. Additional guests must be

authorized in advance by the ACC. The Owner/occupant of the Living Unit must accompany guests at all times.

C. The pool is open between the hours of 8:00 a.m. and 10:00 p.m. Noise of any kind is prohibited between the hours of 10:00 p.m. and 8:00 a.m. Only radios and stereos that are battery operated, with headphones, are allowed in the area.

D. Unruly behavior, unsafe or offensive conduct, rowdiness, unnecessary noise, jumping or interference with other persons in the pool area is prohibited. No running, pushing, cannon balling or splashing is allowed in the pool area. DIVING INTO THE POOL IS PROHIBITED.

E. The Association does not provide lifeguards. All persons using the pool do so at their own risk. The Association does not assume any liability in this regard. Any life saving equipment and first aid supplies are for emergency use only.

F. Glass bottles, containers or other breakable items are prohibited in pool area. Eating, smoking, or drinking beverages in the pool is prohibited. Drinking beverages are permitted only in lounging areas:

G. Alcoholic beverages are prohibited in pool area. Persons under the influence of alcohol are not permitted in the pool area.

H. For health and safety reasons, persons under the age of fourteen (14) are not allowed in the pool area unless under the direct supervision of a parent or adult guardian at all times.

I. Rafts or inflatable devices will be restricted during heavy use periods. No Styrofoam objects may be used in or around the pool area. Bringing or throwing into the pool or onto the deck any objects that may in any way carry contamination endanger the health or safety of bathers or produce unsightliness is prohibited. Only inflatable "beach" balls are allowed.

J. All persons must shower before entering the pool. Persons using suntan oils or lotions must remove all excess oil or lotion prior to entering the pool. All persons using the pool must wear swimming attire; street clothes are prohibited.

K. Persons suffering from a cold, fever, cough, skin disease, sores, inflamed eyes, nasal or ear discharges, or any communicable diseases are prohibited from using the pool or entering the pool area.

L. Gates to the pool area must remain closed and locked at all times. Interfering with the automatic gate closures and/or climbing over the pool area fence is prohibited.

M. Adjustment of any control or equipment regulating the pool or lights or other common area services is prohibited.

N. Animals are not permitted within the pool area, with the exception of trained animals accompanying a handicapped person. Such animal is prohibited from entering the pool.

O. Towels or garments may not be hung on the pool fence. When leaving the pool area, all trash and personal items must be removed.

P. The patio furniture may not be placed in the pool and may not be removed from the pool area.

Q. Pool use is strictly governed by state, county, and/or city laws and ordinances. In the event of conflict between such laws and these rules, the provisions of the law shall prevail.

R. The telephone installed at the pool/spa area is for emergency calls to 911 only.

***Violations of these Pool Rules & Regulations may result in a penalty assessment, restriction from use of the community amenities, and/or prosecution. Any person who refuses to comply with any regulation governing a public bathing or swimming facility or any rule of that facility must be excluded from the premises and Management shall promptly bring any action necessary to prosecute or eject from the premises any such person.***

**7. BASKETBALL COURT (if and when constructed and made available)**

- A. Usage of the basketball court is on a first come first serve basis except when reserved through management or its designee.
- B. An adult must accompany children under 14 years of age unless participating in an organized event on behalf of the Association.
- C. Players and spectators are expected to have consideration for each other while playing or watching.
- D. All trash must be deposited in the trash receptacles provided.
- E. Conduct must be exemplary. No screaming, loud noise, foul language, throwing, kicking will be permitted.
- F. No chairs, tables, stools or other inappropriate items will be permitted within the basketball court area.
- G. Water is the only beverage allowed on the court surface.
- H. Bikes, skateboards, roller skates, roller blades, etc. are not permitted within the basketball court area.
- I. The usage hours for the courts are 8:00 a.m. to 10:00 p.m.
- J. Smoking on the basketball court is prohibited.
- K. Group play shall take priority over individual play.
- L. Group use is limited to 1-1&1/2 hours while others are waiting

**8. PARKING AND VEHICULAR RESTRICTIONS**

- A. The Owner/occupants of other Living Units under any circumstances should not use parking spaces assigned to specific Living Units.
- B. Owner/occupants shall respect the rights of use of others by avoiding double parking, curb-side parking, or any manner of parking that would impede the ability of others to access their garages and driveways.
- C. No long-term "spare" auto parking is to be accommodated at the Project. Vehicles that are not used on a regular basis are to be stored off premises or within the Living Unit's garage.
- D. "Curb-side" parking and "on site designated street parking spaces" is permitted per City of Plano requirements.
- E. The following vehicles are not permitted to be parked within the Property Common Areas including, but not limited to, a mobile home, truck over one ton, commercial van, vehicle with commercial writing, recreational vehicle, boat, trailer, camper, motor home or other reasonably similar vehicles, unless such is parked within the garage of the Living Unit. Passenger cars may only be parked in front of Living Units. Bumper of car should not extend over the sidewalk.
- F. Temporary parking for deliveries, loading and unloading, repairs, maintenance and other purposes is permitted.
- G. Inoperable, disabled, non-registered or unlicensed vehicles are not permitted to park anywhere on the Project, and will be towed within twenty-four (24) hours of a notice posted thereupon.
- H. Parking is not permitted on what is considered to be a "landscaped" area. No vehicles of any kind are permitted to be driven on any portion of unimproved or vacant area within the Association.

I. Outsized commercial vehicles, including but not limited to dump trucks, trailer trucks, construction equipment, and similar items shall not be parked within the Project. Vans must be parked on the perimeter ONLY. All vans must be for transportations use only. No commercial use is allowed

J. Dirt bikes, motorized skateboards, go-carts and similar unlicensed vehicles will not be operated anywhere in the Project Common Areas.

K. Licensed motorcycles anywhere in the complex shall be operated at low RPM engine speed to minimize noise pollution.

L. Garage doors are to be kept closed except for ingress and egress.

M. All vehicles must be confined to clearly outlined parking spaces. All unlicensed vehicles, vehicles parked in fire lanes, in front of trash bins, or in designated Handicapped parking spaces without a proper permit may be towed away at the owner's expense.

**Note: No liability is assumed by the Association for any property damage or theft resulting to the vehicles during towing or storage due to illegal parking.**

**9. PETS**

A. Pets must be kept within an enclosure or on a leash or other restraint being controlled by a person capable of controlling such animal at all times.

B. Pets are not permitted to be left unattended in any common area or upon a terrace/balcony where from they may become a nuisance to others.

C. Pets are not permitted to cause or create a nuisance or disturbance to other neighbors.

D. Pet owners are responsible for immediate removal of any waste from their pet on common areas.

E. No dog or other animal is allowed inside any pool area enclosure at any time.

F. All animals must have a current license and updated vaccinations.

G. Anyone observed violating any of these rules is subject to a \$50.00 fine.

H. See "Nuisances/Excessive Noise" section of these Rules concerning the prohibition of bird feeders.

**10. NUISANCES/EXCESSIVE NOISE**

A. No odor is permitted to arise from any Living Unit. No Living Unit at any time is permitted to be or become unsanitary, unsightly or offensive to any other Living Unit or Owner.

B. No noxious, offensive trade or activity shall be carried on upon a Living Unit, nor shall anything be done which may be or become an annoyance or nuisance to neighbors.

C. Loud noises, external speakers, horns, bells or other sound devices (other than security devices used exclusively for such) are not permitted.

D. Noisy or smoky vehicles, large power equipment or items which may interfere with television or radio reception of any owner, is not permitted to be used or located on any portion of a unit.

E. The Board shall have the right to determine, in accordance with the governing documents, the definition of a nuisance.

F. Bird Feeders are not allowed and are defined as a nuisance per se due to the bird feeder's attraction of rodents, squirrels, and other pests and vermin. The Association reserves the right to remove bird feeders found on any Lot, Living Unit, or other portion of the Project and to assess a fee for the removal thereof against the Owner responsible for violation of this rule in the amount of \$50.00.

**11. SIGNS**

A. There are no temporary signs permitted within the Project save and except therefrom any signage that may be utilized by the Declarant. Otherwise only directional and labeling signage may be utilized as implemented by the ACC.

B. No signs may be installed on Lots, Living Units, Association Property, Common Elements, or rights of way without permission from the ACC. This includes holiday signs, greeting signs, political signs, or any signs other than a standard for sale sign.

**12. CONSTRUCTION, ALTERATIONS, AND MAINTENANCE**

A. Hours of Work. Construction, remodeling and decorating of Living Units will be permitted only from the hours of 8:00 a.m. to 5:00 p.m. and shall not be permitted on Sundays and Holidays. Any work resulting in noise to neighbors is not permitted before 9:00 a.m.

**13. CHILDREN**

Children shall be the responsibility of their parents or legal guardians who must supervise them at all times while they are within the Project. All children shall be required to comply with these Rules and Regulations, and the Association Governing Documents. No playing shall be permitted in any of the Common Elements without proper supervision by a responsible adult.

**14. INSURANCE**

Nothing is permitted to be kept or done within a unit or in the Project that would increase or cause the cancellation of insurance pertaining to any portion of Project. The Association, Board and ACC may prohibit and/or require the cessation of any activity which may, in the sole judgment of the Association, Board or ACC, increase or cause the cancellation of insurance.

**15. FREEZE PREVENTION**

The Living Unit is constructed with frost-free outside faucets. In the event an outdoor faucet is added to a Living Unit or is replaced, Owner shall use frost-free faucets. Hoses must not be left connected when freezing temperatures are expected and must be disconnected from the outside faucets at all times during freezing weather. In the event an Owner causes any damage to another Living Unit or to the Building as a result of such Owner's failure to abide by this Rule, such Owner shall be responsible for the damage so caused.

**16. PENALTY POLICIES AND PROCEDURES**

The ACC of the Association has been granted the responsibility to conduct, manage and control the affairs and business of their Association, and to adopt reasonable rules and regulations governing, among other things, the use and occupancy for the Association property. The Board is also responsible for enforcing the Restrictions found in the Declaration of Covenants, Conditions and Restrictions (the "Declaration"). Accordingly, to provide for continuing proper operation of the Association property, the Association, through its ACC, has approved the following enforcement Policies and Procedures for the Declaration now in force or as amended hereafter, and for the Rules as may be hereinafter adopted, amended or repealed.

A. Policy. Non-compliance with the Declaration, Rules and Regulations and/or any other policy duly adopted by the ACC is subject to the following Penalties:

First violation notice - Request for Compliance sent without a monetary penalty.

1. Owner must do one of the following:

- a. Comply with Request for Compliance within ten (10) days.
- b. Notify the Board within ten (10) days of corrective action to be taken.
- c. Request a Hearing before the ACC or its designee, by noting such on the Correction Notice and returning it within ten (10) days

2. If the Owner fails to do one of the above, a "Second Request for Compliance" will be sent. Second violation notice - Second Request for Compliance sent and Owner assessed a violation assessment of up to \$100.00 per violation which is due and payable within thirty (30) days. If a fine is imposed and the violation is not cured within fourteen (14) days the violation shall be deemed a continuing violation. Thereafter, the Board may impose an additional fine for the violation for each seven-day period of portion thereof that the violation is not cured. This additional fine may be imposed without notice and without an opportunity to be heard.

3. Owner may do the following:

- a. Pay the violation assessment within thirty (30) days or a lien will be filed against the Living Unit.
- b. Make an Appeal within fifteen days from the date of the decision, in writing. If the ACC holds the hearings, then there is no appeal process.
- c. A violation shall be deemed to be a second violation when the Association receives written complaint/s or when such violation is noted during a routine inspection of the community after the first compliance request was sent and expected to be received by the offending member and remedied.
- d. The ACC may appoint a Committee of members to give notice, hold the hearing, and/or recommend appropriate sanctions.

#### B. Procedures

At the time of a second violation, the offending member is subject to a violation assessment of up to \$100.00 per violation plus any fees associated with the preparation and defense of the violation. The offending member has the opportunity to request a hearing before the ACC or its designee. The offending member may be heard in person or through a representative at a hearing, as herein outlined.

##### 1. Notice:

- a. Upon receipt of a written report or during a routine inspection an alleged violation of the Declaration, Rules and Regulations and/or any policy by a member, guest or minor children, the Board will issue a Request for Compliance.
- b. The Association member is required to respond in writing of an alleged violation by returning the Correction Response, which is sent with the "Request for Compliance." Such response must be received by the Association within ten (10) days evidencing that the member has taken action to correct the violation or request a Hearing before the ACC.
- c. If the offending member fails to respond to the "Request for Compliance", a "Second Request for Compliance" is sent and the offending member is subject to a violation assessment of up to \$100.00 per violation.

##### 2. Hearing:

- a. The offending member has the opportunity to request a Hearing before the ACC after receiving the "Request for Compliance". This must be received within ten (10) days of the letter date.
- b. At the hearing, the offending member may present any evidence or make any statement relating to the alleged violation, either in person or through a personal representative.
- c. The ACC or its designee shall have the right to limit the time of the hearing and limit the time in which any evidence may be presented.
- d. The offending member will receive, in writing, the decision made by the ACC or its designee regarding the outcome of the hearing.
- e. If any member accused of a violation of the Declaration, Rules and Regulations, any other policy duly adopted by the Board, requests a hearing before the Board or ACC and fails to appear for the hearing, the member has waived all future rights to a hearing for the particular alleged violation. The Board or its designee shall proceed in their absence, and make a determination based on the facts presented.

#### C. Violation:

Upon hearing the evidence or reviewing any correspondence, the ACC or its designee may, by a majority vote:

- i. Find that no violation exists, or
- ii. Find that the member is in violation and impose the penalty as set forth hereinafter.
- iii. Grant the offending member additional time in which to comply.

D. Penalty:

In the event it is determined that a violation exists or was committed, the ACC or its designee may implement the following penalties:

- i. Assess a violation assessment of up to \$100.00 per violation plus \$150/hour for staff time, plus legal fees, filing fees and any other fee associated with the default
- ii. Suspend the member's voting privileges.
- iii. Enter upon a Lot or into a Living Unit to make the necessary repairs or to perform maintenance and specially assess the member for any amounts expended as provided for in the Declaration.
- iv. Suspend the member's ability to obtain architectural approval unless submitted to comply with said violation.
- v. Seek any and all remedies at law.

E. Appeal:

- a. If the ACC appoints a Committee to hold the hearings, then the Owners shall have a right to appeal the decision of the Committee to the ACC. The Appeal process is as follows:
  - i. Within 15 days from the date of the decision of the Committee, the Owner must submit his appeal in writing.
  - ii. The Board may or may not ask the owner to attend a meeting to discuss such.
- b. If the ACC holds the hearings, then there is no appeal process.

F. Non-Compliance:

If, after the hearing, the offending member refuses to abide by the decision imposed by the Board or its designee, the Association may, without further notice, elect to compel compliance with such decision as provided for in the Declaration, including, but not limited to, recording a lien against the member's Living Unit for the failure to pay the monetary penalty imposed.

**17. ASSESSMENT COLLECTION**

The Governing Documents of the Chase Oaks Village Homeowners Association gives the ACC the power to impose a reasonable charge for late payment of assessments. There is a need to establish a procedure for the collection of maintenance assessments. It is the intent of the ACC to implement a procedure for collection of common expense assessments as defined in the CC&Rs. Therefore, the ACC has adopted following policy:

- A. The annual assessment, as referred to by the governing documents shall be due in monthly installments on the 1st day of the month for which it applies and if not paid in full by the tenth (10th) of the month, a late fee of \$50.00 shall be added to the amount of said installment.
- B. The following procedure for collection shall be initiated on all delinquent assessments:
  - 15 days delinquent - \$50.00 late fee added to the amount of said installment.
  - 30 days delinquent - Assessment, plus the \$50.00 late fee, to bear interest beginning at day thirty (30) at eighteen percent (18%) per annum until paid in full added to the amount of said installment.

60 days delinquent - Letter of Intent to Lien to Owner by postage prepaid, Return Receipt Requested mail.

After ninety (90) day's delinquent, the account will be turned over to an attorney, escrow or title company for filing of lien and foreclosure proceedings.

C. All expenses and interest incurred for the collection of a delinquent assessment shall be the sole responsibility of the property owner and payable prior to release of the lien.

D. Good faith agreements to resolve delinquent assessment after the filing of lien may be considered by the ACC on an individual basis. Initiation and responsibility of such agreement shall rest solely with the property owner and shall in no way relieve the owner of any expenses incurred or accruing.

E. All payments will be applied to the delinquent account in the following order:

- a. Legal Fees
- b. Late Charges
- c. Past Due Assessments
- d. Current Assessments

#### **18. PARTY WALL COVENANT**

WHEREAS, the owners of the Property live in at least two (2) separate Living Units connected by common or "party" walls; and such Living Units within such building is designed to be occupied solely by single families living independently of each other; and each such Living Unit which shares a common wall with the other such Living Unit will share a common or "party" wall separating such Living Unit from the adjacent Living Unit, and the owners of each Living Unit are desirous of declaring "party walls" above described walls which separate the Living Units to be a Party Wall; and the owners of each Living Unit further desire to set forth the respective rights and duties of themselves, including their heirs, assigns, successors, and grantees, of the Living Units pertaining to said Party Walls; and it is the intent of the owners of each such Living Unit that this Declaration of Party Facilities be constructed to create a covenant running with the land;

NOW, THEREFORE, it is hereby declared that each of the separate Living Units which share a common wall on the Property the following shall apply:

1. The common walls shared by and dividing the Living Units shall be Party Walls for successors and grantees of each such Living Unit.
2. In the event of damage or destruction of the Party Walls from any cause whatsoever, other than the negligence or willful misconduct of an Owner, the adjoining Living Unit owners ("Owner") shall, at their joint expense, repair and rebuild said Party Walls. Each Owner shall have the right to full use as herein contained of said Party Walls repaired or rebuilt. In the event it shall become necessary or desirable to perform maintenance on the whole or any part of the Party Walls, such expense shall be shared equally by the Owners of adjoining Living Units. Whenever such Party Wall of any part thereof shall be rebuilt, it shall be erected in the same manner and at the same location as initially constructed and shall be of the same size and of the same or similar materials and of like quality. Provided, that if such maintenance, repair, or construction is brought about solely by the neglect or the willful misconduct of one (1) Owner, any expense incidental thereto shall be borne solely by such Owner. If any Owner shall refuse to pay his share of such costs or all of such costs in the case of negligence or willful misconduct, the other Owner may have such Party Wall repaired or reconstructed and shall be entitled to a lien on the Living Unit of the Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement cost plus the amount of damages, if any, together with reasonable attorneys' fees incurred. If an Owner shall give, or shall have given, a mortgage or mortgages upon his Unit, then the mortgagee shall have the full right at his option to exercise the rights of his mortgagor as Owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amount paid by the mortgagee for repair hereunder and not reimbursed to said mortgagee by the Owner. Any Owner making use of the Party Wall shall do so in such a manner as to preserve all rights of the adjacent Owner in the party Wall and shall hold the adjacent Owner and the Association harmless from all damage caused thereby to improvements then existing. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Living Unit (s) shall not be deemed a trespass as long as the repairs and reconstruction shall be done in the expedient and workmanlike manner, consent being hereby given to enter on the adjacent Unit (s) to effect necessary repairs and reconstruction.

3. The Owner sharing a Party Wall with the adjoining Living Unit shall not possess the right to cut windows or other openings in the Party Wall, nor make any alterations, additions, or structural changes in the Party Wall.

4. Each Owner shall have the right to the full use of said Party Walls for whatever purposes he chooses to employ, subject to the limitation that such use shall not infringe on the rights of the adjoining Owner or his enjoyment of the Party Walls in any manner or in any manner impair the value of the Party Walls.

5. Each common wall to be constructed to the Property is to be and remain a Party Wall for the perpetual use and benefit of the respective Owners, their heirs, assigns, successors, and grantees, said Living Units being conveyed subject to this condition, and this condition shall be construed to be a covenant running with the land.

6. So long as there shall be a mortgage or mortgages upon any Unit, this agreement shall not be modified abandoned, or extinguished without the consent of such mortgagee(s), and acquisition of one (1) Owner's Living Unit by any of the other Owners shall not operate to render this instrument void, useless, or extinguished without the written approval of the holder of any then outstanding mortgage.

#### **19. DISPUTES**

Any dispute by an Owner against the Association, Board, or ACC with respect to the interpretation and/or enforcement of these Rules and Regulations shall be governed by the Arbitration provisions set forth in the Declaration of Covenants Conditions and Restrictions.

#### **20. LEASING OF UNITS**

Leasing of Living Units is prohibited except in accordance with the terms and conditions hereof. Any Owner who wishes to lease such Owner's Living Unit to a tenant must have the prospective tenant ("Applicant") approved by the Association prior to the signing of the lease. The lease shall be prepared by the Association without modification except as approved by the Association in its sole discretion. Subject to the following restrictions, Owner and Applicant may agree upon the duration of the lease and the monthly rental: (a) the lease term shall be at least six (6) months and less than three (3) years, and (b) monthly rent shall be at least 90% of fair rental value, as determined by the Association in its sole discretion. The leasing process shall be as follows:

##### **Application Processing and Time Frame:**

Processing an application normally takes between 2-3 days. The Owner and the Applicant will be contacted immediately upon determination of approval or denial. All adult Applicants over the age of 18 must submit a fully completed, dated and signed rental application and application fee.

##### **Signage:**

No for lease or for sale sign may be put on any home in Chase Oaks Village as long as the Developer has homes for sale in Chase Oaks Village. This does not prohibit a home owner from leasing or selling their home just prohibits them from placing a sign on the property during the Developer's sell out period.

##### **Cost:**

The Applicant(s) shall pay a \$35.00 per adult application fee that is "non-refundable". This must accompany the completed application form provided to Owner by the Association. Incomplete applications or applications submitted without the proper application fees will not be considered and application fees will not be refunded for incomplete applications.

If the Applicant is approved, Owner will pay a one-time lease closing cost of 4% of the gross rents due under the entirety of the lease term, payable to the Association to cover administrative cost and the cost in preparing the lease.

##### **The Application/Approval:**

· Upon receipt of the Applicant's application and application fee, the management company will (1) check Applicant's credit report; (2) check the public records for any past evictions of the Applicant; (3) verify Applicant's employment; and (4) verify Applicant's previous landlord references; and (5) do a criminal background check of the Applicant. Co-signers may be considered on an individual basis.

· Once Owner and Applicant have been notified of approval, Association shall prepare the lease and make same available for execution by Owner and Applicant. Owner's execution shall be accompanied by a check payable to the Association in the amount of 4% of the gross rents due under the entirety of the lease term.

After execution of the lease, the Owner shall be responsible for enforcement of the terms and conditions thereof, including the collection of rents from the tenant. Except for approval of the Applicant and preparation of the lease, the Association shall not act on behalf of Owner or tenant to enforce the terms and conditions of the lease. The Association may enforce the rules, regulations, and other restrictions imposed upon the use and occupancy of the Living Unit and the common elements as well as the condition and appearance of the Unit and related common elements. Such enforcement may include, without limitation, the right of the Association to evict the tenant; Owner hereby granting to the Association the right, but not the obligation, to evict the tenant in the event of such tenant's non-compliance with applicable rules and regulations. An eviction of the tenant by the Association shall not create a liability of the Association to the Owner. Notwithstanding the execution of the lease and the approval of the Applicant, Owner shall remain primarily liable to the Association for the compliance of Owner's Living Unit and Owner's tenant with the rules, regulations and other restrictions imposed upon the use and occupancy of the Living Unit and the common areas, as well as the condition and appearance of the Unit and related common areas.

In the event a Living Unit is leased without compliance with this provision, the Association may (a) require the Owner and tenant to comply with this provision and, if the tenant is approved, require the execution of an approved lease and payment of two times the Leasing Fee by Owner; (b) summarily disapprove of the tenant, in its sole and absolute discretion and require the tenant to remove him/herself from the Living Unit, the Owner hereby assigning to Association the right to evict the tenant in the event the Association so chooses; or (c) take such other remedial action as deemed appropriate.

#### **Resident Selection Criteria:**

· Applicants must have a combined gross monthly income of at least three (3) times the monthly rent. Incomes must be verified in writing; Applicant may provide recent pay stubs. A minimum of two years residential history is required. Rental history must be rated satisfactory or better, with no record of evictions. The Association reserves the right to require a co-signer and/or a higher security deposit. Co-signers are accepted at the management company's discretion only, must meet all requirements, and must reside in the State of Texas.

· Credit history and/or Civil Court Records must not contain judgments, eviction filings, collections, liens or bankruptcy within the past three (3) years. Applicant will not be provided with the credit report or its contents; however, the name of the credit reporting agency will be disclosed to Applicant in order that Applicant may retrieve a copy from the credit bureau. All information collected for the approval or denial of this application is considered confidential in nature.

· Self employed Applicants may be required to produce two (2) years of signed tax returns or IRS 1099 forms. Non-employed Applicants must provide proof of income.

· Conviction of a felony within the past seven (7) years is cause for rejection. Applicant must not have a felony record that was adjudicated guilty or had adjudication withheld for the past seven (7) years, or any conviction of any length of time for any drug related, sexual related, murder related or arson related crime.

· Valid current photo ID documentation (driver's license, military ID, or State ID) is required.

· Previous rental history reports from previous landlords must reflect timely payment, sufficient notice of intent to vacate, no complaints regarding noise, disturbances or illegal activities, no NSF checks, and no damage to rental property or failure to leave the property clean and without damage when Applicant left the property.

· Current occupancy standards are a maximum of 2 persons per bedroom, except for infants under 4 years of age. Further, The Association also prohibits more than two (2) unrelated adults to reside in a single family dwelling Unit.

· No pets (with the exception of medically necessary pets) of any kind are permitted without the specific written permission of the Association and an additional non-refundable administrative fee of \$250.00 per pet. The following pets will not be accepted under any circumstances, GERMAN SHEPHERDS, DOBERMANS, PIT BULLS, CHOWS, OR ROTWEILLERS. The Association may, upon application, conduct an interview of the prohibited dog in question and may, in its sole and absolute discretion, allow such prohibited dog on a provisional basis.

New Amendments

**WINDOW CURTAINS** Amended March 31, 2006 – All curtains must have white lining so that only white appears to the street. White shades, white mini blinds, white sheers are allowed,

**APPLICATION**

Application Date:	The Non-Refundable Application Fee is \$35.00 per adult Applicant.
Rental Address:	Monthly Rent: \$
Date Lease is to Begin:	Security Deposit(s)
Initial Term of Lease:	Non-Refundable Pet Deposit: \$

**Applicant (Full Name):** \_\_\_\_\_ **SSN#:** \_\_\_\_\_

Present Address: \_\_\_\_\_

Driver's License#: \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse's Name: \_\_\_\_\_ SSN#: \_\_\_\_\_ Email Address: \_\_\_\_\_

Driver's License#: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

**Applicant Employer's Name & Address:** \_\_\_\_\_

Work Phone: (\_\_\_\_) \_\_\_\_\_

How Long: \_\_\_\_\_ Position: \_\_\_\_\_ Monthly Gross Income: \$ \_\_\_\_\_

Previous Employer Name & Address: \_\_\_\_\_

How Long: \_\_\_\_\_ Position: \_\_\_\_\_ Monthly Gross Income: \$ \_\_\_\_\_

**Spouse Employer's Name & Address:** \_\_\_\_\_

Work Phone: (\_\_\_\_) \_\_\_\_\_

Previous Employer Name & Address: \_\_\_\_\_

How Long: \_\_\_\_\_ Position: \_\_\_\_\_ Monthly Gross Income: \$ \_\_\_\_\_

**Current Landlord's Name & Address:** \_\_\_\_\_

Landlord's Phone: (\_\_\_\_) \_\_\_\_\_ Current Rent: \$ \_\_\_\_\_

Previous Landlord's Name & Address: \_\_\_\_\_

Persons to Occupy Dwelling:	Age	Sex	Social Security #
Name: _____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Nearest Relative Not Living With You:**

Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_

**Pets:** Yes( ) No( ) Type: \_\_\_\_\_ Breed: \_\_\_\_\_ Weight: \_\_\_\_\_

**Car Tag:** \_\_\_\_\_ State: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

**Car Tag:** \_\_\_\_\_ State: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

**Have you ever been evicted from a tenancy?** \_\_\_ Yes \_\_\_ No

**Have you ever intentionally refused to pay rent when due?** \_\_\_ Yes \_\_\_ No

**Have you ever been arrested for or convicted of a felony?** \_\_\_ Yes \_\_\_ No

Applicant's Initials (\_\_\_\_) (\_\_\_\_) (\_\_\_\_)

**THESE RULES AND REGULATIONS ARE SUBJECT TO CHANGES, ADDITIONS, AND/OR AMENDMENTS BY THE ACC AT ANY TIME. TO THE EXTENT THERE IS A CONFLICT BETWEEN ANY OF THE PROVISIONS OF THESE RULES AND REGULATIONS AND THE CC&R'S, THE CC&R'S SHALL CONTROL.**