

**Exhibit “D”**

**AMENDED RULES AND REGULATIONS**

**THE RESORT AT EAGLE MOUNTAIN LAKE  
PROPERTY OWNERS ASSOCIATION**

**(SEE WEB SITE: <http://www.theresortateaglemountainlakehoa.com>  
UNDER “DOCUMENTS” – “GOVERNING DOCUMENTS” FOR ORIGINAL CC&R’s  
AND AMENDMENTS)**

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# THE RESORT AT EAGLE MOUNTAIN LAKE AMENDED RULES AND REGULATIONS

*The residents of The Resort at Eagle Mountain Lake (The Resort) believe our homes and lake environment are a very special place to live. It is our responsibility to conduct ourselves in a way that protects and enhances our community. The following Rules and Regulations are not intended to be unduly restrictive but have evolved over time to address issues which had become a problem. Most of the rules are common sense and most residents will naturally follow them even if they were never written. As provided for in the Declaration, the Declarant has adopted the following Rules and Regulations until such time as they are amended, modified, repealed or limited pursuant the Declaration. These Rules and Regulations are hereby made a part of the Declaration. Any term or provision not otherwise defined herein shall have the same meaning as assigned to it in the Declaration.*

## SECTION I GENERAL RESTRICTIONS

**1.1 Antennas and Satellite Dishes.** No antenna, satellite dish, wires, cable or telephone lines, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind shall be placed, constructed, maintained or allowed upon any Lot or residence located thereon, without the prior written consent of the Board, unless same is completely contained within the dwelling and is not visible from the Lake, Canal, Golf Course, any street within The Resort, any Common Area, or from any other residence within The Resort. *Prior to the installation* of any antenna, satellite dish, wires, cable or telephone lines, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind, the owner of the Lot or residence on which such item shall be placed must submit to the ARC an application for approval and consent as to the item and the location for placement of same and the ARC shall have sole discretion as to the item and the location for placement of same. The Declarant and/or the Association shall have the right, but shall not be obligated, to erect or install an aerial, satellite dish, master antenna, cable system, or other apparatus for the transmission of television, radio, satellite, internet, or other signals for the benefit of all or a portion of The Resort, and for a charge to the residents using such service.

**1.2 Carpet Cleaning Service.** Residents are to advise carpet cleaning services that they cannot empty their tanks into the street because the runoff drains into the lake. However, they may empty their tanks onto the owner's lawn.

**1.3 Clothes Drying.** The drying of clothes in public view or in the view of any neighboring property is strictly prohibited. The Owners and occupants of any Lots having a wrought iron fence may not install outside clotheslines or other outside clothes drying or airing facility on any part of their Lot. The Owners and occupants of any Lots having a backyard which is screened completely by a wood stockade fence may install outside clothesline or other outside clothes drying or airing facility so long as it is not visible from any street, neighboring yard, Golf Course, Lake, Canal or other Common Area.

**1.4 Commercial Photography.** Commercial photography and videotaping are not allowed on The Resort at any time without prior written approval of the Board of Directors.

**1.5 Electric Bug Lantern.** Residents may turn on an electric bug zapper only when they are using their outside patio. The bug lantern must be turned off by 10:00 p.m.

**1.6 Home Maintenance.** Residents are required to keep their property in good condition at all times. Homes are to be painted regularly (in a color approved by the ARC) and homes shall be maintained in good condition.

**1.7 Landscape Maintenance.** Lawns, shrubs, plants, bushes or any other plantings must be trimmed and maintained regularly.

- a. Walkway Encroachments.* No landscaping may be allowed to overhang or otherwise encroach on any sidewalk or other pedestrian walkways.
- b. Fire Hydrants.* Areas around fire hydrants must be free of shrubs, bushes or other plantings so they are fully accessible to firefighters in the event of an emergency.
- c. Trees.* Shall be trimmed to a height of ten (10) feet above any sidewalk at all times. Trees which are in the rear yards facing the Lake, Canal or Golf Course are to be trimmed in order to preserve the view and prevent tree limbs and/or branches from hanging into the Lake, Canal or Golf Course.
- d. Gardening Debris.* Gardeners may not sweep, blow or wash grass clippings, garden debris, oils, repair residue or any toxic or poisonous material into the street, gutters or anywhere else which may cause such items to drain, blow or flow into the Lake or Canal.
- e. Decorative Vines.* Residents are reminded that the side yard wrought iron fencing that is common to two (2) yards belongs to the owners on both sides of such fence and the purpose of wrought iron fencing is to preserve a view of the Lake, Canal and Golf Course. Planting of decorative vines or other vegetation must have the approval of (i) the owners of the houses on both sides of such fence, and (ii) the ARC. In no event shall decorative vines or other vegetation be planted along or on any fence in any manner which interferes with the view of the Lake, Canal or Golf Course from any street facing a Lot.
- f. Live Fencing.* In the instance that a Lot Owner is provided written approval from the ARC to maintain a live fence on any portion of the Lot, said Lot Owner is obligated to maintain upkeep and appearance of such fencing. The Association, in its sole discretion, may issue notices and/or levy fines if such fencing is not adequately and properly maintained by the Lot Owner.
- g. Artificial Turf.* Any Owner granted a variance to install and maintain artificial turf understands and accepts his or her sole drainage and maintenance obligations over such artificial turf. Any and all maintenance, upkeep, and removal of said artificial turf will be at the sole cost and expense of the Owner.

**1.8 Littering.** Littering of any kind is strictly prohibited.

**1.9 Mailboxes.** Only posted mailing material delivered by a U. S. postal carrier may be deposited in mailboxes or mail slots.

**1.10 Noise.** No resident or invitee may make unreasonable noise which disrupts the peace and quiet of other residents. Exterior speakers are not permitted on any home. Musical instruments, radios, televisions, stereos, etc. may NOT be played if it unreasonably disturbs or annoys other residents. Because nuisance noise is largely subjective, the Association cannot involve itself in every dispute which may arise between two or more owners. As a matter of practicality and as a benefit to its membership as a whole, the Board has adopted the following standard for determining when the Association will become involved in such disputes:

- a. Multiple Neighbors.* If the noise is such that it disturbs more than one neighbor, the Association may take appropriate action to abate the nuisance if the affected residents request in writing that action be taken by the Board.
- b. Single Unit.* If the noise is such that it only disturbs a single neighbor, then the disturbance is not sufficient to cause intervention by the Association and the two neighbors must resolve their dispute as provided for in Section 13.2 of the Declaration.

**1.11 Residential Use Only.** No residential Lot Owner may use his or her Lot for any purpose other than as a private single-family residence. No residence shall be occupied by more than a single family. For purposes of this restriction, a single family shall be defined as any number of persons related by blood, adoption, or marriage, living with not more than one person who is not so related as a single household unit, or no more than two persons who are not so related living together as a single household unit, and the household employees of either such household unit. No residence may be used for short term rental nor transient purposes.

- a. Business Purposes.* Any business, trade, or similar activity is prohibited except that an Owner or occupant residing in a residence may conduct business activities within the residence so long as: **(i)** the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence; **(ii)** the business activity conforms to all zoning requirements for The Resort at Eagle Mountain Lake; **(iii)** the business activity does not involve door-to-door solicitation of residents of The Resort at Eagle Mountain Lake; **(iv)** the business activity does not, in the Board's reasonable judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in The Resort at Eagle Mountain Lake which is noticeably greater than that which is typical of Lots in which no business activity is being conducted; and **(v)** the business activity is consistent with the residential character of The Resort at Eagle Mountain Lake and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of The Resort at Eagle Mountain Lake, as may be determined in the sole discretion of the Board. Leasing or selling of a Lot shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by Declarant or a Builder approved by Declarant with respect to its development and sale of The Resort at Eagle Mountain Lake or its use of any Lots which it owns within The Resort at

Eagle Mountain Lake, including the operation of a timeshare or similar program by Declarant. The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: **(i)** such activity is engaged in full or part-time, **(ii)** such activity is intended to or does generate a profit, or **(iii)** a license is required.

- b. *Commercial Operations.*** No commercial operations of any kind are permitted.
- c. *Leasing.*** Lots may be leased only in their entirety. All leases must be for a minimum period of twelve (12) months unless otherwise approved by the Association expressed in writing. All leases shall be in writing and provide that the terms of the lease are subject to the terms, conditions, and provisions of the Governing Documents. No transient tenants may be accommodated on a Lot. Transient tenants will be regarded as any tenant occupying a Lot for less than twelve (12) months or through a short-term rentals service or other third-party renting the Lot or Residences for a period of less than one (1) year.

#### **1.12 Dumping and the Removal of Trash and Debris.**

- a. *Dumping and Removal of Brush.*** No Lot or other area within The Resort on shall be used as a dumping ground for tree branches, brush, grass clippings, trimmings from shrubbery or any other similar matter. No Owner may place tree branches, brush, grass clippings, trimmings from shrubbery or any other similar matter on his Lot more than three (3) days prior to the date on which same shall be picked up and removed from the Lot and properly discarded.
- b. *Dumping and Removal of Rubbish.*** No Lot or other area within The Resort shall be used as a dumping ground for rubbish or a site for the accumulation of unsightly materials of any kind, including, without limitation, broken or rusty equipment, disassembled or inoperative cars, other vehicles or discarded appliances, furniture, building materials or any other unsightly matter. No Owner may place any rubbish or unsightly materials including, without limitation, broken or rusty equipment, disassembled or inoperative cars, other vehicles or discarded appliances, furniture or building materials on his Lot for any period of time. Any such items must be hauled off the Lot by the Owner or placed outside for pickup no earlier than the actual time such rubbish is picked up and removed from the Lot and properly discarded. Materials incident to construction of improvements may be stored on Lots during construction so long as construction progresses without undue delay.
- c. *Regular Garbage Pickup.*** Trash, garbage or other waste shall not be kept except in garbage containers approved by the Board and Declarant. Such garbage containers shall only be permitted to be placed in the front yard of any residence on the day(s) such garbage is to be picked up and such container must then be removed from the front yard no later than the evening on the day of such pick up.



Other than as provided in the immediately preceding sentence, such garbage containers must be concealed from public view at all times. Materials incident to construction of improvements may be stored on Lots during construction so long as construction progresses without undue delay.

### **1.13 Signs.**

- a. *Signs on Common Areas and Public Property.*** All signs, including, but not limited to open house signs, for sale signs, are prohibited on public property and common areas including, but not limited to parks, parkways, medians, utility poles, and all other public or common area property, *provided, however,* notwithstanding anything herein to the contrary, a builder, developer, contractor, Declarant or the Association may install signs on Common Areas and public property so long as the quality of such sign, the purpose for such sign, and placement of same is first approved by the Declarant.
- b. *Signs on Private Property.*** No sign of any kind shall be displayed to the public view on any Lot, except one (1) professional security service sign of not more than one square foot, one (1) sign of not more than four (4) feet by six (6) feet in size, advertising the property for rent or sale, political signs (permitted not more than ninety (90) days prior to and ten (10) days after any election only), as permitted by the County, or signs used by a builder to advertise property within The Resort during the construction and sales period, each of which shall, in any event, comply with the Design Guidelines, all other design criteria of The Resort at Eagle Mountain Lake, all statutes, laws or ordinances governing same. All other signs on any Lot are prohibited. The Board and Declarant or its agents shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or otherwise in connection with such removal. The Board and/or Declarant may amend any and all design guidelines and/or restrictions pertaining to signage pursuant to and in accordance with the Texas Property Code and federal and state statute.

**1.14 Soliciting.** Soliciting of any kind is strictly prohibited within The Resort.

## **SECTION 2 SAFETY AND SECURITY**

**2.1 The Resort is Not Crime-Free.** As much as we would like it to be, The Resort is not a secure environment free of crime or safety hazards. The Association's security personnel cannot completely control access to The Resort since it is possible for people to enter The Resort under false pretenses or to enter from the Lake. Furthermore, there is nothing to prevent residents or individuals who legitimately have access to The Resort from committing crimes. As a result, The Resort is not and can never be crime free.

Because the Association can only provide a *limited* degree of control over access to The

Resort and must do so within a limited budget, you should NOT RELY on the Association's personnel to protect you from loss or harm. Because The Resort can never be fully secure, we ask that you provide for your own security by taking common sense safety and security precautions such as: carrying insurance against loss; keeping your house and car doors locked; refusing to open your door to strangers; installing a peep hole in the front door; asking workmen for identification; installing a security system in your house; reporting anyone who looks suspicious, parking your vehicles in the garage, keeping the garage doors closed, padlocking your boat, etc.

**2.2 Removal of Vehicle Decals.** To limit unauthorized access to The Resort, residents must remove the decals from any car they (i) immediately upon the sale or transfer of such car, and/or (ii) immediately upon such time as a resident no longer resides within The Resort.

**2.3 Parties.** The Owner or resident tenant must be on the premises during the event of a party. If the party or participants of the party disrupts the peace and quiet of the community, the resident will be instructed to stop the disruption or to end the party. If the resident does not cooperate, the resident will be subject to fines and penalties and the Police will be notified.

**2.4 Playing in the Streets.** The streets of The Resort are for vehicular traffic only. Sport activities are not allowed in the streets or common areas at any time. No structures or materials for sports activity are to be placed in the streets.

**2.5 Graffiti.** Defacing signs, graffiti, and vandalism to Association property is strictly prohibited and can result in criminal prosecution in addition to fines, potential civil litigation and loss of privileges.

**2.6 Curfew.** Children under the age of eighteen (18) may not loiter on the streets after 10:00 p.m.

**2.7 Servers.** By statute, the Association cannot prevent licensed process servers from entering The Resort. Furthermore, representatives of governmental agencies may also have the right to enter The Resort. As a result, the Association cannot, nor should it, shield residents from process servers or governmental agencies.

**2.8 Cooperation with Governmental Agencies.** The Resort follows and complies with the laws enforced by the all applicable authorities and provides full cooperation with all governmental and public agencies.

### **SECTION 3 ENTRY GATE PROCEDURES**

**3.1 Vehicle Decals.** To drive through the "entry" at the guardhouse, residents must have current decals evidencing residency in The Resort and such decals must be visible and permanently affixed on the lower right side of the front vehicle window for the guards to see. To receive a decal for your vehicle you must (i) submit a completed resident card, (ii) provide a copy of your vehicle registration, and (iii) be current in the payment of your assessments and charges.

**3.2 Notice of Guests.** All residents are responsible for advising the security guards in advance of any expected guests. This approach permits the guards to clear your guests without

delay. If more than five guests are expected, an alphabetical list of guests with the expected date and time of arrival must be delivered to the guardhouse. Residents must give the security guards at least 24 hours advance notice of any party by submitting an alphabetical list of guests.

**3.3 Notice of Deliveries.** Residents must notify the guards in advance whenever they expect a delivery. If the delivery person arrives and the resident has not cleared them and the guard cannot reach the resident at home, the delivery person will be turned away. Note: The guards are prohibited from accepting packages, mail or any item for a resident either for delivery or pick-up.

**3.4 Notice of Services & Repairs.** Resident must notify the guards in advance of service or repair vendors. Regular services such as housecleaning, gardening, pool maintenance, etc., can be set up in advance by completing the resident card. If the resident does not provide advance clearance, or is not home, the service or repair person will be denied access.

**3.5 Restricted Hours for Vendors.** Resident non-construction services and repairs are permitted Monday through Friday 7:00 a.m. to 6:00 p.m. Saturday services and repairs are limited to interior work plus gardening, pool maintenance and insect extermination from 9:00 a.m. to 5:00 p.m. Residents are urged to schedule gardening, pool maintenance and insect extermination during the week. Residents who perform their own repairs and services are asked to abide by the same work hours and rules. Emergency repairs for air conditioning, heating, broken plumbing, or other emergencies requiring immediate attention, may be scheduled as permitted in Section 6.6 hereof.

**3.6 Tailgating Other Vehicles.** In any instance where a Resident, Owner, Tenant, and/or Invited Guest chooses to tailgate or piggyback behind another vehicle entering through The Resort entry gates, the Association may levy fines and enforcement procedures for failing to properly enter the community. In the instance tailgating and/or piggybacking of another vehicle occurs, the violating vehicle will be held liable for any and all damages incurred to the entry gate by committing such an act.

**3.7 Damages to Entry Gates.** Any and all damages caused to the Entry Gates will be regarded as damages to the Association's Common Area thereby resulting in immediate enforcement procedures against the damaging party. If damages are incurred by an Invited Guest or Tenant of an Owner, enforcement procedures will be implemented against the Owner.

**3.8 Construction Access Gate Prohibitions.** Under no circumstance should any Owner, Resident, Tenant, and/or Invited Guest utilize any and all construction gates located within The Resort. The construction gates are to only be utilized by Construction access gates will be maintained within The Resort for entry and exit of commercial vehicles related to construction such as commercial construction vehicles, cement trucks, and/or tractors within The Resort. The Association takes no responsibility for any damages, injury, and/or harm incurred by a Resident, Owner, Tenant, and/or Invited Guest accessing the community through the Construction Access Gate.

## SECTION 4 VEHICLES AND PARKING

*The Resort is a well-maintained community comprised of private streets surrounding its beautiful golf course. However, The Resort's private streets contain no sidewalks. With this in mind, The Resort wants to ensure its pedestrians, including children, are protected as they walk and jog along our streets as well as those residents that elect to utilize golf carts on a daily basis upon the private streets within The Resort. Thereby, the following Rules and Regulations set forth in the following Section 4 – Vehicles and Parking shall apply to all individuals operating motor vehicles within The Resort including residents, visitors, invited guests, service providers, contractors, and any other motorist located within The Resort.*

**4.1 Traffic Rules.** The following traffic and safety rules apply to all residents and non-residents provide and/or engaging in motor vehicle access within The Resort. All streets within The Resort are private and violations of the following Traffic Rules by any motorists within The Resort may result in enforcement measures such as fines and/or penalties as set forth in Section 4.2 below. Guests who fail to abide by The Resort's driving and parking rules can be denied entry into The Resort. These Traffic Rules may be amended, revised, and/or updated through a subsequently prepared and separately filed instrument if deemed necessary by the Members and/or the Board of Directors.

- a.* All operators of motor vehicles, passenger vehicles, golf carts, and/or motorcycles shall obey posted speed limit signs on all streets located within The Resort. All motorists must slow down below the posted speed limit signs when passing pedestrians or bicyclists. Further, motorists must yield to pedestrians or bicyclists crossing the street and/or any intersection located within The Resort.
- b.* All operators of motor vehicles, passenger vehicles, and motorcycles shall obey all traffic signage located upon all streets and/or roadways located within The Resort, including but not limited to, speed limit signs, stop signs, caution signs, yield signs, slow down below posted speed limit signs, on street parking signs, slow – children at play signs, etc.
- c.* All golf cart operators must obey a fifteen (15) miles per hour (MPH) speed limit at all times while traversing and/or navigating upon any and all streets or pathways located within The Resort and must yield to pedestrians or bicyclists crossing the street and/or any intersection located within The Resort. Any and all golf cart operators must possess a valid Texas driver's license and obey all stop signs, caution signs, yield signs, slow down below posted speed limit signs, on street parking signs, slow – children at play signs, etc.

**4.2 Procedures For Addressing Violations of Traffic Rules.** The Association By-Laws provide that the Board of Directors has responsibility for managing and responding to violations of the Traffic Rules contained within Section 4.1 above.

- a.* Resort residents who are owners of a motor vehicle, and/or passenger vehicle, and/or motorcycle which is operated within The Resort and which is operated in a

manner which violates the speed limit and other provisions set forth within the expressed terms of this Declaration, will be subject to enforcement measures, which may include warnings, violations, fines, and/or the suspension or removal of common area privileges pursuant to the Texas Property Code and The Resort's restrictive covenants as set forth herein.

- b.* Owners operating and/or navigating golf carts within The Resort and who violate speed limit limitations, traffic rules, and/or these restrictions as set forth within this provision may face enforcement procedures and measures such as warnings, violations, fines, and/or suspension or removal of common area privileges by the Association pursuant to the Texas Property Code and The Resort's restrictive covenants as set forth herein.
- c.* All Resort non-residents such as visitors, guests, invitees, contractors, service providers, etc. who are granted motor vehicle, passenger vehicle, golf cart, and/or motorcycle access to The Resort are subject to ALL Traffic Rules as set forth herein. These visitors, guests, invitees, contractors, and/or service providers are subject to the restrictions and The Resort's enforcement procedures as set forth herein. In the event a non-resident is an invited guest of an Owner, the Owner will be subject to the enforcement measures placed against the non-resident. Such violations that, at the sole discretion of The Resort HOA Board of Directors, pose a danger to Resort residents could result in the non-resident being denied vehicular access into The Resort.

**4.3 Fire Hydrants.** Parking vehicles in front of or within fifteen (15) feet of a fire hydrant is prohibited. Violations can result in towing of the vehicle at the owner's expense, fines, and the suspension of privileges.

**4.4 Automotive Repairs.** No repair and/or maintenance of a vehicle of any kind or of similar equipment shall be conducted on any Lot unless such repair and/or maintenance is conducted entirely within an enclosed garage and completely out of public view.

**4.5 Prohibited Vehicles.** No vehicle of any size which transports inflammatory or explosive cargo may be kept within The Resort at any time. Large commercial vehicles, trailers, recreational vehicles, all-terrain vehicles, buses, aircraft (excluding those permitted for construction activity, delivery or pick up of materials and other reasonable services) and unauthorized machinery or equipment are prohibited on any portion of the Lots, Common Areas, sidewalks, streets or any other portion of the Resort. A large commercial vehicle is defined as a vehicle with equipment attached, strapped, or affixed to the exterior of the vehicle, including, but not limited to, storage containers, racks, ladders, pipes; or an unmarked vehicle, which because of its irregular height, length, shape, or weight, is not a conventional private passenger vehicle and is more suited for a commercial purpose. No vehicle shall be parked on any portion of Lots within The Resort other than in designated parking areas for Lots, driveways and appropriate street areas. No lawns or other yard spaces shall be used for parking of automotive vehicles or for parking of other vehicles for which parking is prohibited on driveways or streets. Motorcycles or bicycles may not be chained to buildings, fences or any other part of a Lot, unless such area is designated for that purpose. No servicing or repairs shall be made to any vehicle within the Property, except for emergency repairs as necessary to enable movement of the vehicle to a repair facility. Parking

spaces, garages, parking lots and driveways shall only be used for vehicle parking purposes.

**4.6 Vehicles Parked on Lots in Public View.** All automobiles parked on any Lot within the view of public shall be in good operating condition, shall have current license plates, inspection stickers and registrations and shall be used as motor vehicles on the streets and highways of the State of Texas.

**4.7 Vehicle Leaks.** Residents or invitees whose vehicles leak oil or other liquids must clean up the street promptly in order to prevent any toxic solution from flowing into the lake. Residents will be required to pay for any cleanup and/or street repair as well as have the vehicle repaired or removed from the street. Failure to repair the vehicle can result in restricting the vehicle from entry to The Resort.

**4.8 Driveways Cleaned.** Residents are required to keep driveways free of oil, grease, rust and other vehicle fluids. Residents are required to clean stained driveways with non-toxic materials that do not drain into the street, gutters or lake.

**4.9 Car Washing.** Residents may wash their vehicles with water. However, soaps, detergents and cleaning products of any kind are prohibited since all runoff water is channeled into the lake. Residents must advise any mobile vehicle washing service of this restriction. Furthermore, the service must be advised they may empty their tanks onto the owner's lawn but are prohibited from emptying their tanks into the street since it drains into the lake.

**4.10 Dumping into Street Drains Prohibited.** The dumping of oils, paints, chemicals, soaps, detergents, shampoos, dirty water or cleaning products of any kind into the street drains are prohibited because it ends up in the lake. Violation of this rule can result in cleanup costs and fines of \$200.00 for the first offense and \$500.00 for each offense thereafter.

**4.11 Garage and Garage Doors.** Residents are prohibited from altering their garages to preclude the two-car parking space requirement. All garages must be rear entry or side entry only. Front load garages may be permitted upon written approval of the ARC after the resident submits written plans and specifications for same. Garage Doors are to remain closed at all times when the garage is not being used by the resident.

**4.12 Inoperable Vehicles.** Vehicles which are inoperable, unlicensed, or have expired registration tags must be parked completely inside the resident's enclosed garage. A vehicle is considered inoperable if it has no valid/current registration or license plate attached to the vehicle, has environmental indicators such as excessive dirt, spider webs, grass/weed debris surrounding the vehicle, has physical indications of not having been moved, such as flat tires, missing parts (such as doors, mufflers, broken windows, wheels, engine, etc.), resting on jacks/blocks, and any other indication of inoperable as subjectively perceived by the Association.

**4.13 Motorcycles, Motor Scooters and Mopeds.** Residents who own these types of vehicles are permitted to operate them on the Resort's streets for the sole purpose of transportation to and from home. No cruising is allowed. Non-residents are not permitted to bring these vehicles into The Resort and must leave them parked at the security guardhouse.

**4.14 Parking.** Every home on The Resort has at least a two-vehicle garage, plus room

for two vehicles in the driveway. Residents are strongly encouraged to park their vehicles in their garage or driveway. Parking on the streets shall be for temporary purposes only, as set out in Section 4.17 below.

- a. Blocking Sidewalks.* Vehicles are not to block sidewalks or pedestrian trails.
- b. Blocking Driveways.* No driveway may be blocked except by permission of the resident.
- c. Boats, Trailers, Commercial Vehicles and Truck Campers.* No boat, trailer, commercial vehicle, truck or other vehicle in excess of one (1) ton (as characterized by the manufacturer and not by weight), vehicle with painted advertisement, jet skis or other water vehicles, aircraft, truck campers, unattached pick-up camper or similar vehicle or equipment shall be parked overnight or stored in the driveway or on any part of the yard of any Lot or parked on any street with The Resort, and all such vehicles must be parked in the garage and not visible from the streets, lake, golf course, canals, or neighboring properties, or same must be stored outside of The Resort. Overnight parking of boats, jet skis, and other aquatic vehicles is permitted strictly for the purposes of cleaning, disinfecting, and/or loading and unloading for a period not to exceed forty-eight (48) hours. Notwithstanding the foregoing, any vehicles which are used by builders, developers and contractors during the construction of improvements within The Resort shall be permitted and moving vans used only by movers during the process of moving into and out of The Resort shall be permitted.
- d. Commercial Vehicle Exception.* In the event that a commercial vehicle and/or truck does not fit within the Owner's garage, a written request must be made to the Board of Directors seeking approval to maintain the vehicle outside of the garage and/or parked on the street. Under no circumstance does an exception waive the Association's right to enforce against violation of this provision thereto.
- e. Limousines.* Limousines are not allowed to park overnight on the streets. They must be parked in the garage or in the driveway.
- f. Motorhomes.* Overnight parking of motor homes will be permitted for a period not to exceed 48 hours for the purpose of loading and unloading. The Resort Security will issue a temporary permit which must be displayed in the driver's window. Motor homes owned or rented by guests may not park overnight on The Resort's streets or on the homeowner's driveway or yard.

**4.15 Parking for Parties.** The Resort has limited parking. Residents are encouraged to have guests carpool if at all possible. A gathering that will result in more than ten cars must be coordinated with the security guards in advance. The Resort reserves the right to refuse entry of vehicles if the potential for a hazardous situation may be caused by the additional traffic being allowed on The Resort.

**4.16 Parking on Streets.** Parking on streets within The Resort shall be for temporary purposes only and shall not be permitted for the regular and on-going overnight or daily parking

of vehicles or for the storage of vehicles. If you must park in the street, as a courtesy, please park in front of your residence. Boats, jet skis and other aquatic vehicles are not permitted to be parked on the streets of the subdivision under any circumstance.

**4.17 Parking Violations.** Any vehicle parked or stored in violation of this section or parked or stored in violation of any other parking rules promulgated by the Association may be towed by the Association retrievable at the owner's expense.

**4.18 Golf Carts.** Golf carts may be used within The Resort subject to the rules and regulations of the Association generally applicable to vehicles and parking as promulgated hereunder, and in accordance with the following:

- a.* The driver or operator of any golf cart must possess a valid driver's license; and
- b.* The driver or operator of a golf cart must obey the speed limit posted in The Resort or set forth in any rules or regulations promulgated now or hereinafter from time to time by the Association (or as required by applicable law, if more restrictive).
- c.* The driver or operator of any golf cart must yield right of way to any and all pedestrians, bicycle riders, or other drivers and/or operators of a golf cart.
- d.* The driver or operator of any golf cart must stop for any and all pedestrians, bicycle riders, or other drivers and/or operators of a golf cart.

Any violation of the rules and regulations hereunder by the driver or operator of a golf cart within The Resort shall be subject to a fine of \$50 for the initial offense, \$100 for the second offense and \$500 for each subsequent offense, which fines shall be in addition to any other rights or remedies of the Association hereunder.

## **SECTION 5 PET RULES**

**5.1 Types of Pets.** No animals or livestock shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept for the purpose of providing companionship for the private family. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the Lots so that no person shall quarter on the premise's cows, horses, hogs, guinea fowls, ducks, chickens, turkeys, skunks or any other animals that may interfere with the quietude, health or safety of the community.

**5.2 Number of Pets.** No more than three (3) household pets will be permitted on each Lot. Pets must be restrained or confined by their Owner to the back yard of the applicable Lot or within the residence erected thereon.

**5.3 Licenses.** All dog owners are required to register their pets with the Association and obtain appropriate licenses from the County. Dogs must wear identification tags at all times. Residents must include the names and description of all pets on their resident cards filed with the guardhouse.

**5.4 Feces Clean Up.** It is the Owner's responsibility to keep the front of their Lot clean



and free of pet feces. If a pet deposits its feces in the yards of others or on any street, Common Area, Golf Course, or any other land within The Resort (excluding the back yard or side yard of the residence to which such pet belongs), it is the responsibility of the owner of such pet to pick up after his or her pet and properly dispose of all feces. Residents must carry a bag or pooper scooper to pick up any feces deposited by their pets on the common or private property, streets or sidewalks on The Resort. At night residents must bring a flashlight along in order to pick up their pets' feces in the dark. Failure to comply with these laws can result in a court appearance, fine and removal of your pet.

**5.5 Leash Law.** Residents are required to keep their dogs on a leash whenever they are outside the residence or outside of the enclosed back yard. Pets which are not so restrained or confined by their Owner, or which, in the sole discretion of the Board endanger the health or threaten the safety of other owners within The Resort, shall be removed from The Resort by the owner upon request by the Board. If the owner fails to honor such request, the pet may be removed by the Department of Animal Control.

**5.6 Barking and Other Animal Noises.** No dog shall be permitted to bark, howl, or make other loud noises for such a time as to cause a disturbance to persons in the Association. No other pet (such as birds, cats, etc.) shall be permitted to screech or make other loud noises for such time as to cause a disturbance to persons in the Association. Written complaints by two or more neighbors or by a security guard can result in a fine. Three or more such violations can result in (i) removal of the animal by the Department of Animal Control, and/or (ii) legal action.

**5.7 Dangerous Animals.** No Resident shall be permitted to have or keep an animal on the premises which the Board deems, in its sole discretion, to be dangerous or a threat to the health or safety of any person. Any dog that attacks any person on The Resort or exhibits aggressive or violent behavior may be ordered to be removed from The Resort.

**5.8 Animal Structures.** No structure for the care, housing or confinement of any animal may be visible from the street, lake or neighboring property.

**5.9 Mobile Dog Grooming Vans.** Residents are to advise their dog grooming service that they cannot empty their wash water into the street since it would drain into the lake. Biodegradable soap, detergent, shampoo or any other products are prohibited. Wash water can be drained onto the homeowner's lawn.

## **SECTION 6 CONSTRUCTION AND REMODELING**

**6.1 Approval by Architectural Review Committee (ARC).** Modifications to the exterior of any home or lot requires prior approval by The Resort's Architectural Review Committee (the "ARC"). All constructions, modifications, and/or alterations must comply with the Association's Amended Architectural Rules for the Resort at Eagle Mountain Lake (the "Design Guidelines"). Exterior modifications include painting, windows, doors, roofs, remodeling, repairs, major landscaping, tree planting or removal, concrete work or any other type of exterior work. In advance of any construction, repair or upgrading, residents must obtain ARC approval. Copies of The Resort Construction Work Rules, the Architectural Committee Rules and the Architectural Application are available from the Association. Construction that requires a permit from any

governmental authority or agency must be approved by the ARC *prior to* the submission of an application to the governing authority issuing a permit. The Resort Architectural Rules are in addition to all governmental codes and requirements.

**6.2 Working Without Approval.** Vendors attempting to do exterior work that has not been approved by the ARC will be denied access until the owner files the appropriate paperwork and receives approval. The appropriate paperwork must comply with all requirements expressed by the ARC and the Design Guidelines.

**6.3 Non-Vendor Work.** Homeowners performing their own work are asked to abide by the same rules and work hours.

**6.4 Construction Schedule.** Approved construction is limited to Monday through Saturday 7:00 a.m. to 6:00 p.m. Construction times are subject to the change at the Association's discretion. No construction is permitted on Sunday or the following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas.

**6.5 Non-Construction Vendor Services.** Vendors are permitted on The Resort to perform services Monday through Friday 7:00 a.m. to 6:00 p.m. and Saturday 9:00 a.m. to 5:00 p.m. The following activities may be permitted on Saturday provided the work is indoors and the noise does not disrupt the peace and quiet of the neighbors: carpet and other flooring; interior wall covering; interior decorating; interior painting; appliance repair; interior cabinet and carpentry work; and plumbing and electrical work.

**6.6 Emergency Repairs.** Notify the guards when an emergency repair such as plumbing or utilities are required during off hours or on Sunday. Unusual requests for emergency repairs will be evaluated and approved by The Resort's Board of Directors.

**6.7 Construction Debris.** Trades people and residents are prohibited from sweeping, blowing or washing construction debris, oils, repair residue or any toxic or poisonous material into the street, gutters or anywhere else which may cause such items to drain, blow or now into the lake. A plastic tarp or similar material cover must be placed on the street and sidewalk areas whenever dirt, sod, sand, cement or any other materials are used. Whenever possible, the owner's driveway rather than the street should be used for mixing materials.

**6.8 Oversized Trash Bin.** Residents who require oversize trash bins for construction or major clean ups are required to place the bins in their driveway. If the bin cannot be parked in the driveway, wood protection must be inserted between the street and the bin in order to prevent damage to the street. The streets within The Resort are private streets paid for and maintained by our Association. Any damage to the streets or sidewalks will be billed to the homeowner to cover the cost of repairs.

**6.9 Contractor Signs.** Contractors may display stake signs not exceeding three square feet in size during construction, remodeling or major repair (roof, landscaping, painting, concrete, etc.). Signs must be removed upon completion of the job.

**6.10 Utility Lines.** Requests for additional phone, fax or cable lines that require a cut to streets or concrete walks must first be approved by and coordinated with the ARC.

## SECTION 7 SALES AND LEASING

**7.1 Real Estate Agents and Open Houses.** Real Estate agents must possess a current and valid license issued by the Texas Real Estate Commission. Agents wishing to hold an open house may post two flags on the street side and two flags on the waterside. Flags must be removed after the open house each day. Directional signs on other property or common areas are prohibited. Real Estate agents who show property must accompany prospective clients onto and off The Resort. Agents are required to accompany their clients to any house being shown. When a prospective client comes to see an open house without an appointment, the security officer on duty will refer the client to the showing agents or "for sale by owner" residents on a rotating basis without favoritism. Agents who fail to comply with the rules will be excluded from the rotation list. Real Estate agents, brokers or sales persons are to advise prospective buyers that The Resort is a community governed by CC&R's and Rules & Regulations.

**7.2 Homes for Sale by Owner.** Except for the licensing requirement, owners who market their own homes must also comply with these rules.

**7.3 Real Estate Signs.** Real estate signs may not exceed three square feet in size and are limited to stake signs only (no colonial signs) and are limited to one sign on the street side and one on the lake side of the property. Real Estate signs must be removed upon completion of the sale.

**7.4 Tenants.** Homeowners who rent or lease their residence are required to execute a written lease agreement, signed by the tenant and returned to the Association prior to the tenant's possession of the residence. The lease shall contain, at a minimum, the following terms:

- a. Term of Lease.* Initial term of the lease shall be a minimum one (1) year.
- b. Entire Residence.* The property leased includes the entire residence.
- c. Abide by Rules.* The Owner must make available to the Tenant copies of the DCC&R's, Architectural Rules, and the Rules and Regulations, and all amendments thereto, Tenant agrees to abide by The Resort's DCC&R's, Architectural Rules, and Rules and Regulations and Tenant must acknowledge that failure to do so constitutes a default under the lease. Tenants must also acknowledge receipt of same.
- d. No Assignments or Subleases.* There shall be no right of assignment or sublease of the Residence.
- e. Renter's Insurance.* Tenant shall carry "renters' insurance."
- f. No Short Term or Transient Rentals.* Transient tenants will be regarded as any tenant occupying a Lot for less than twelve (12) months or through a short-term rentals service or other third-party renting the Lot or Residences for a period of less than one (1) year.

**SECTION 8**  
**RESTRICTED USES, RESTRICTED ACTIVITIES**  
**AND PROHIBITED CONDITIONS**

**8.1 Temporary Structures and Mobile Homes.** No temporary dwelling, workshop, trailer, tent, canopy, carport, shack, barn, out-building, mobile home, playhouses, playground equipment, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, pump house, or any structure or improvement of a temporary character shall be permitted on any Lot without the prior written consent of the Declarant and the ARC. No building material of any kind or character shall be placed or stored upon any Lot or other property until the Owner thereof is ready to commence construction of improvements, and then such material shall be placed within the property lines of the Lot upon which the improvements are to be erected. Upon prior written consent of the Declarant and/or ARC, any and all building materials must be maintained on the Owner's Lot in compliance with the Design Guidelines. Notwithstanding the foregoing, a builder or contractor may have temporary improvements such as a construction trailer on a given Lot during the construction period, but only as permitted by the Declarant.

**8.2 Fences.** The only fences permitted within The Resort are those fences as provided for in the Design Guidelines. All fencing must be maintained by the Owner(s) of the Lots on which such fence borders.

- a. Re-Plat Exception.* In the instance that a Lot is re-platted and/or combined, the ARC and/or Declarant must approve fencing prior to installation. Any fence installed on a re-platted Lot and/or combined Lot without prior written approval from the ARC may be subject to removal at the sole expense of the Owner.

**8.3 Air Conditioning Units and Similar Equipment.**

- a. Air Conditioning Units.* No window air conditioning unit or evaporative cooler may be installed in any residence. No air-conditioning apparatus shall be installed on the ground in front of a residence or on the side of the residence in view of any public street. All air-conditioning equipment must be installed in the rear yard or on the side yard completely screened from the street or streets fronting the Lot on which it is placed.
- b. Waiver of Air Conditioning Units.* With expressed written approval of the ARC and subject to plat and zoning restrictions, a variance may be considered for the location of the air conditioning unit or evaporative cooler if the ARC determines it will enhance the value and appearance of the Lot and will not negatively impact the appearance of adjoining Lots.
- c. Energy Conservation Equipment.* No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed in any residence unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the ARC and except as permitted by the Texas Property Code. No windmills, wind generators, or other

apparatus for generating power from the wind shall be erected or installed on any Lot without first obtaining the express written consent of the Declarant and the Board.

(i) The ARC may deny a request for the installation of solar panels if it is determined, and such determination is reduced to writing, that the placement of solar panels as proposed by the property owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The property owner may obtain the written approval of the proposed placement of the solar panels by all property owners of adjoining property. In this case, the ARC shall approve the installation should it meet all other requirements contained herein, unless it determines that the placement substantially interferes with the use and enjoyment of land of persons other than adjoining landowners.

(ii) The Board and/or Declarant may amend any and all design guidelines and/or restrictions pertaining to the installation of solar panels pursuant to and in accordance with the Texas Property Code and/or federal and state statute.

**8.4 Garage Sales.** Garage sales are prohibited within The Resort, with the exception of one (1) community-wide Garage Sale which may be permitted annually. The annual Garage Sale date will be selected by the Social Committee, if one is appointed by the Board, and subsequently approved by the Board of Directors. In the event that a Garage Sale is coordinated and hosted by the Association, additional security may be required and will be funded by the Social Committee.

**8.5 Pools.** All pools, Jacuzzis, whirlpools, spas, ponds, fountain pools, and similar pools must have the prior written consent of the ARC. No above-ground swimming pools shall be erected, constructed or installed on any Lot. Jacuzzis, whirlpools, or spas which are approved in writing by the Board and Declarant and ARC shall not be considered an above-ground pool.

**8.6 Removal of Trees.** Under no circumstance may any trees within the Resort be removed except upon written consent from the Board, Declarant and/or the committee having jurisdiction of this matter. In instances where a tree located within The Resort appears diseased or dead or may create a safety hazard, notice may be provided to the Association of a Lot Owner's request to remove said tree. No misuse, abuse, nor obstruction of any trees located within the protected wetland, marshland, and other protected areas located within the Resort will also be permitted. In the event of an intentional or unintentional violation of this provision, the violator may be required by the Board, Declarant or the committee having jurisdiction over this matter to replace the removed tree with one or more comparable trees of such size and number and in such locations as such Board, Declarant and/or committee may determine necessary, in its sole discretion, to mitigate the damage.

**8.7 Unlawful Activities.** No Owner shall perform, fail to perform or permit anything to be done or not done on his Lot which would violate any laws, statutes, ordinances or regulations of any kind or character.

**8.8 Drilling.** No oil drilling, oil development operation, oil refining, quarrying or

mining operations of any kind shall be permitted in, on or within The Resort, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of The Resort. No derrick or other structure designed for using in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted within The Resort.

**8.9 Prohibitions.** The following activities and/or conditions are prohibited within The Resort:

- a.* Any activity which emits foul or obnoxious odors outside the Lot or creates noise of other conditions which tend to disturb the peace or threaten the safety of the occupants of other Lots.
- b.* Any activity which violates local, state or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation.
- c.* Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy or untidy condition to exist outside of enclosed structures on the Lot.
- d.* Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Lots.
- e.* Burning of trash, leaves, debris, waste or other materials.
- f.* Use or discharge of firecrackers and other fireworks (except as may be organized and professionally displayed by the Resort and/or its managing agent).
- g.* Dumping grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake, or elsewhere within The Resort, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize run off, and Declarant and Builders may dump and bury rocks and trees removed from a building site on such building site.
- h.* Obstruction or rechanneling drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that Declarant and the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Lot without the Owner's consent.
- i.* Subdivision of a Lot into two or more Lots, or, unless approved by Declarant, changing the boundary lines of any Lot after a subdivision plat including such Lot has been approved and Recorded, except that Declarant shall be permitted to subdivide or replat the Lots which it owns.
- j.* Declarant, its successors and assigns, shall be permitted and shall have the exclusive right and easement to draw water from lakes and canals within The Resort for purposes of irrigation and such other purposes as Declarant shall deem

desirable. The Declarant and the Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, canals, or other bodies of water within or adjacent to The Resort.

- k.* Use of any Lot for operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Lot rotates among participants in the program on a fixed or floating time schedule over a period of years, except that Declarant and its assigns may operate such a program with respect to condominiums and/or townhomes which it may own within The Resort.
- l.* Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge.
- m.* On-site storage of gasoline, heating, or other fuels, except that a reasonable amount of fuel may be stored on each Lot for emergency purposes and for operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment. This provision shall not apply to any underground fuel tank used in connection with the marina or any of the common areas.
- n.* Capturing, trapping or killing of wildlife within The Resort, except in circumstances posing a threat to safety or a nuisance in The Resort.
- o.* Any activities which result in unreasonable levels of sound or light pollution; provided, this restriction shall not restrict or prevent Declarant or the Association from operating recreational facilities or other amenities on the Common Areas in a manner consistent with their intended use, and nor shall it prevent the maintenance and/or operation of the Golf Course and/or marina.
- p.* Conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area on any Lot.
- q.* Operation of motor vehicles on sidewalks, pathways or trails maintained by the Association, except that golf carts may be operated on cart paths intended for such purposes.
- r.* Any construction, erection, placement, or modification of anything, permanently or temporarily, on the exterior portion of any improvement on a lot or elsewhere on a lot, whether the lot is improved or unimproved, without the prior written consent of the ARC including, without limitation, signs, basketball hoops, swing sets and similar sports and play equipment, woodpiles, docks, piers and similar structures, and hedges, walls, dog runs, animal pens, or fences of any kind.
- s.* Plants, animals, devices or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of The Resort

- t.* Structures, equipment or other items on the exterior portions of a Lot which have become rusty, dilapidated or otherwise fallen into disrepair.
- u.* Under no circumstance may a Lot Owner alter, modify, and/or obstruction any and all storm sewers or storm drains located within the right of way bordering each Owner's Lot(s). These storm sewers and storm drains, including any additional improvements and equipment installed or used in connection therewith are the maintenance responsibility of the Association. The Owner(s) may be held liable for any alteration, modification, and/or disruption caused to these storm sewers and storm drains which may result in enforcement procedures against the violating Owner. The violating Lot Owner will be responsible for any additional costs surrounding repairing these items.

## SECTION 9 RULES ENFORCEMENT PROCEDURES

**9.1 Responsibility for Rules & Regulation Violations.** All persons in The Resort must comply with the Rules & Regulations of The Resort. The responsibility for compliance with all rule's rests primarily with the property owner although the owner's relatives, tenants, guests, invitees, vendors or service personnel may be in violation. The Association reserves the right to exclude any vendor or service person from entry in The Resort if such person continues in violation.

**9.2 Complaints.** Residents may file written complaints with the Board for any violation of the Bylaws, CC&R's or Rules and Regulations, by completing a complaint form. Forms are available from the Association. Complaint forms must be signed by the person lodging the complaint.

**9.3 Complaints Available for Viewing.** Residents shall have the right to view written complaints on file with the Association if the complaints pertain to the resident requesting such records and/or their property.

**9.4 Penalties.** Violation of the Association's Bylaws, CC&R's, Rules and Regulations, and Governing Documents can result in written warnings, fines, suspension of privileges, and/or legal action depending on the severity of the violation. Following is a description of the actions which may be taken.

- a. Monetary Penalties.* Subject to the hearing procedures described in these Rules, violations by an Owner or the Owner's family, tenants, guests, agents, employees, licensees, servants, or invitees may result in a fine being levied against the Owner. Such fines shall constitute a special assessment against the Owner and are due within thirty (30) days of the issuance of the ruling. Depending on the severity and frequency of the violation, fines will be levied as set from time to time by the Association and/or the Board.
- b. Suspension of Privileges.* Membership privileges of an Owner and/or resident may be suspended. The suspension of privileges shall include but not be limited to the



following:

- i. Street Parking Privileges.* Resident will not be able to park on the Association's streets for a fixed period of time. The resident's cars must be parked in the garage, the driveway or, if there is no room, off site.
- ii. Entry Gate Privileges.* Residents will be "red carded" at the gate which means all guests, invitees, agents, employees and servants will be turned away from the gate and told to call the resident from a pay phone so the resident can meet the guest at the gate and escort the guest into The Resort.
- iii. Vehicle Decals.* No new vehicle decals will be issued to the resident or his or her family members until the cause of the suspension has been cured.
- c. Publish Names.* The names of Owners who are in violation of the CC&R's and/or these Rules and Regulations may be published to the membership.
- d. Judicial Enforcement.* The Association may take legal action for damages and/or injunctive relief If the Association is required to take such action to enforce the Rules, it may be entitled to reasonable attorneys' fees plus costs.

**9.5 Hearing Procedures.** The levying of fines and suspension of privileges shall be subject to the following notice and hearing procedures:

- a. Notice.* Notice shall be given either personally or by prepaid first to the most recent address as shown in the Association's records. The notice will describe the nature of the violation; the proposed penalty; the date and location of a hearing; the Owner's right to present evidence in his or her defense; and the Owner's right to representation. Such notice shall be sent at least fifteen (15) days before the proposed date of the hearing.
- b. Hearing.* The accused shall be given an opportunity to be heard, either orally or in writing, at a hearing to be held by the Board of Directors or by a panel of at least three (3) persons appointed by the Board who shall hear the charges and evaluate the evidence of the alleged violation. The hearing shall be held in executive session if so, requested by the person being disciplined.
- c. Notice of Decision.* Within thirty (30) days after the conclusion of the hearing, the Board shall give notice of its decision by mail, which notice shall specify the rule violated and the penalty imposed.
- d. Correction of Violation.* In the event the violation is corrected prior to the hearing date, the hearing body may, if appropriate, discontinue the proceedings.

## **SECTION 10 ASSESSMENT COLLECTION POLICIES**

*Timely payment of regular and special assessments is of critical importance to The Resort.*

*Members' failure to pay quarterly assessments when due creates a cash-flow problem for the Association and causes those owners who make timely payment to bear a disproportionate share of the community's financial obligations. Therefore, the Board of Directors has enacted the following policies and procedures concerning collection of delinquent assessment accounts:*

**10.1 Due Date for Regular Assessments.** All regular assessments shall be due and payable on the first day of each calendar quarter, i.e., January 1, April 1, July 1, and October 1 each calendar year.

**10.2 Due Date for Special Assessments.** Special assessments shall be due and payable on the due date specified by the Board in the notice imposing the assessment. In no event shall a special assessment be due and payable earlier than 30 days after the special assessment is duly imposed.

**10.3 Delinquencies.** Regular and special assessments shall be delinquent if not paid within thirty (30) days after they become due.

- a. **Late Charge.** A one-time late charge of 10% of the delinquent assessment shall be imposed on each delinquent assessment on the day it becomes delinquent.
- b. **Interest.** Interest at an annual percentage rate of 12% shall be imposed on all sums delinquent for more than 30 days (calculated from the date of delinquency through the date of payment).

**10.4 Actions to Collect Delinquencies.** Once an assessment becomes delinquent, the Association shall have the right, but shall not be obligated, to take any or all of the following actions to collect past due amounts.

- a. **Liens.** If an assessment payment is delinquent for more than sixty (60) days, the Association shall have the right to cause to be recorded a "Notice of Delinquent Assessment" with the County Recorder's Office detailing all sums that are then delinquent. This notice creates a lien which is subject to foreclosure against the delinquent owner's property. Before the Association records an assessment lien, it will notify the owner of the unit by regular and certified mail of the Association's fees, penalty procedures and this collection policy along with an itemized statement of all amounts owing. A copy of the lien will be mailed to the owner by regular and certified mail within ten (10) days of recordation and foreclosure procedures may commence as provided for by law.
- b. **Publish Names and Suspend Privileges.** In addition to the foregoing remedies, the Association may publish the names of delinquent owners and/or suspend their voting rights and common area privileges. The suspension of privileges includes anyone living in the unit such as family or tenants. Delinquent owners will be given notice and an opportunity to be heard before voting rights and privileges are suspended.
- c. **Legal Action.** If an assessment payment is delinquent more than sixty (60) days, the Association may also cause an action at law to be brought against the owner.

**10.5 Crediting of Payments.** Payments for delinquencies shall be applied first to collection costs, then to late charges, then to delinquent interest, and finally to the principal amount of the dues.

**10.6 Offsetting Payments.** Owners are not allowed to offset their assessments with damages they believe the Association has caused them or for work they believe has not been done by the Association. If the owner has a dispute with the Association, he or she must first pay all monies owed in full and then follow the alternative dispute resolution provided for in the Declaration.

**10.7 Disputes Involving Assessment Collection.** If an owner disputes any of the Association's assessments or charges, he or she has the right to have the dispute resolved through Alternative Dispute Resolution ("ADR") as provided for in Section 13.2 of the Declaration. However, the right to ADR exists only if the owner:

- a.* Pays in Full. Pays in full all monies owed late charges, interest and collection costs (which may include but are not limited to attorney's fees, recordation of the lien, preparation of the lien instrument, and court costs);
- b.* Pays Under Protest. Pays Under Protest indicates the payment is made "under protest;" and
- c.* Pays Within Thirty Days. Makes the payment in full within thirty (30) days from the recording of the notice of delinquent assessment.

Once the owner has complied with the above, the Association and the owner may enter into ADR. If the owner prevails in ADR, the owner may receive reasonable interest on the amount paid under protest. Owners' rights to use ADR for disputed assessments is limited to once in a single calendar year, and three times within five (5) calendar years.

**10.8 Attorneys' Fees.** If a lawsuit or foreclosure procedure is initiated by the Association to recover assessments, the Association is entitled to recover not only the amount in default but also reasonable attorneys' fees plus costs of collection, including title company charges.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the undersigned Declarant has executed this Amended Rules and Regulations on the date and year first written above.

**THE RESORT AT EAGLE MOUNTAIN LAKE, L.P., a Texas Limited Partnership**

By: Pars Investments, Inc.,  
A Texas corporation,  
Its General Partner

By: \_\_\_\_\_  
Mehrdad Moayedi, President

**STATE OF TEXAS           §**  
                                          **§**  
**COUNTY OF DALLAS       §**

This instrument was acknowledged before me, the undersigned authority, on this \_\_\_\_ day of December, 2020, by Mehرداد Moayedi, President of Pars Investments, Inc., General Partner of The Resort at Eagle Mountain Lake, L.P., a Texas limited partnership, for the purpose and consideration therein expressed, and in the capacity therein stated.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:  
\_\_\_\_\_