



STARWOOD FARMS OWNERS' ASSOCIATION

**GENERAL RULES – AMENDMENT #1**

DULY ADOPTED BY THE BOARD OF DIRECTORS

Capitalized terms in these Rules are defined in Article 2 of THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR STARWOOD FARMS OWNERS' ASSOCIATION (the "Declaration").

I. GENERAL

- A. EXCEPTIONS: Exceptions may be made to the rules for violations; however, all requests must be submitted in writing to the Board who will then decide on any specific exceptions and/or removal of fines.
- B. DAMAGES: Homeowners are responsible for any and all damages to any Common Areas and Facilities, made by the Owners; members, renters; lessees; visitors; guests, and/or pets of their residence. No warning will be given for damages and/or repairs. The Board will provide timely notice, written or electronic, to the Homeowner responsible for any damages and/or repairs.
- C. EXCESSIVE NOISE: Residents shall exercise care and good judgment when playing stereos, instruments, television, home theater units, radios, and the like. Care and good judgment shall also be used in regards to pets, children, and entertainment of guests outside or inside Residences. Blowing a horn from any vehicle except for safety reasons is prohibited. Community quiet hours are between 10:00 P.M. and 7:00 A.M.
- D. SMOKING: In order to protect residents from secondhand smoke and create a healthy and clean environment at the STARWOOD FARMS OWNERS' ASSOCIATION, Smoking is **NOT** allowed on or in any of the Common Areas and Facilities which include all Limited Common Areas, walkways, driveways, breezeways, roads, and open space outside of the buildings.
- E. UNSIGHTLY ARTICLES:
  - 1) Parking garages are not to be used for general storage. This is considered unsightly.
  - 2) Holiday decorations must not infringe upon any Common Areas. The decorations must be removed within three weeks after the holiday has passed.
  - 3) Items may not be hung in plain sight unless prior approval is granted by the Board or is specifically provided for in these Rules or the Association governing documents. Items that may not be hung in plain sight include, without limitation: laundry, clothing, rugs, signs, blinds, awnings, canopies, shutters, window guards/light reflective materials, radio or television antennas, and any unattractive or offensive articles is not allowed. The board reserves the right to define items as unsightly.
- F. SIGNS/DISPLAYS: Signs of any kind are not allowed to be posted on any Common Area. No signs of any kind are allowed to be displayed to the public view unless approved by the Board. Unauthorized items shall be removed at the owner's expense without notice. One 'For Sale' or 'For Rent' signs per residence is allowed inside a residence window; the sign shall be no larger than 18"X24"
- G. COMMERCIAL SIGNAGE: The only commercial signs permitted in the Project are those signs, if any, which are approved by the applicable government authority for use in connection with the commercial spaces, if any, within the Project. Otherwise, no signs, flags or advertising devices of any nature, including, without limitation, informational or directional signs or devices, shall be erected or maintained on any part of the Project, without

the prior inspection and written approval of the Board, except as may be necessary temporarily to caution or warn of danger. See Section 10.3 of the CC&R's.

H. DISPLAY OF FLAGS: The only permitted flags are one of the following, no larger than 3'x 5'. See Section 10.10 of the CC&R's for additional restrictions. In accordance with Texas Property Code, Section 202.012. the only permitted flags are:

- 1.1. the flag of the United States; and
- 1.2. the flag of the State of Texas; and
- 1.3. the official flag of any branch of the United States armed forces.

I. DISPLAY OF RELIGIOUS ITEMS: See Section 10.11 of the CC&R's for restrictions about the display of religious items.

J. VEHICLES and PARKING

- 1) No repairs or maintenance work shall be done on any vehicle on Common Areas, including mobile oil changes, other than for emergency repairs.
- 2) No vehicle shall be parked in the STARWOOD FARMS OWNERS' ASSOCIATION with "For Sale" signs, except when the vehicle is driven regularly with proper registration.
- 3) All vehicles parked in the STARWOOD FARMS OWNERS' ASSOCIATION must be properly registered and must properly display an appropriate permit in designated areas. Unregistered vehicles or vehicles with expired registration are subject to towing, with or without notice, at the owner's expense.
- 4) No vehicle shall be parked in any manner that impedes access to the Common Areas and Facilities or restricts any legal parking place. Parking in front of any driveway, including the driveway of the occupant's respective unit, is prohibited.
- 5) Residents shall park no more than 2 vehicles per unit in the STARWOOD FARMS OWNERS' ASSOCIATION at any time. Residents are required to utilize the garage and utilize their connecting driveway to park.
  - a. Any resident with a single car garage and connecting driveway is required to park only in the garage and the connecting driveway;
  - b. Any resident with a single car garage without a connecting driveway is required to park only in the garage and their assigned parking spot, if applicable. These units may be assigned one parking spot and must always display the parking tag in the windshield for their assigned parking spot;
- 6) Parking alongside or between driveways (whether gravel or ground cover) is not permitted. Any damage to water meters from parking or driving over these areas will be the responsibility of the unit owner.
- 7) No parking on the streets in the complex or alleyway will be permitted including sideways along the driveway.
- 8) Residents may not park in parking stalls marked "VISITOR" unless such VISITOR signage provides for Resident parking hours. Regardless, VISITOR parking may not be utilized for more than 24 hours without moving or overnight for more than 5 days in a 30-day period.

- 9) Any vehicle in violation of these rules may be towed by the Association, with or without notice, at the owner's expense. Homeowners may contact a towing company, independent of the Board, if access to the Homeowner's parking garage is impeded by another parked vehicle.
- 10) Any additional signage posted by the Association restricting parking must be complied with irrespective of whether an amended to these Rules has been adopted.
- 11) Any violation of a posted speed limit shall be considered a violation of these rules and may be enforced against by the Association. The STARWOOD FARMS OWNERS' ASSOCIATION is a community with children; drivers should exercise caution and speed limits should never be exceeded.

K. PATIOS / ENTRIES: Patios are for the exclusive use of the Unit accessing such patio and are subject to ALL Rules of the Association herein. All Rules relating to Common Area and Limited Common Area, including but not limited to smoking, pets, unsightly articles, etc. apply to patios without exception unless provided as follows:

- 1) Personal items such as chairs, potted plants, 1ea BBQ may be placed on the patio provided that no more than 50% of the space is utilized and is not obstructed by any overhead structure or placed next to a wall;
- 2) The Association bears no responsibility for the theft or damage of property placed on the patios;
- 3) The board reserves the right to define items as unsightly.

L. ANTENNAS: No satellite dishes, outdoor antennas, or other similar appliances shall be larger than one meter in width or shall extend higher than twelve (12) feet above the Owner's roofline. Satellite dishes, outdoor antennas, or other similar appliances shall not be installed on Exteriors, Roofs, Common Areas and Facilities unless approved by the Board.

- 1) Satellite. Any installation of a satellite dish must be requested by the Owner to the Association. Upon sale of the lot or removal of the satellite dish, whichever is earlier, the building must be returned to the original condition at the owner's expense.
- 2) Leasing Residents must request Owners or Property Managers make such requests in advance of any installations or reimbursement for removal and/or repair of buildings may be assessed with notice.

M. TRASH:

- 1) Refuse, garbage and trash shall be kept, at all times, in the designated containers.
- 2) Trash bins are for the exclusive use of the Association residents only.
- 3) Misuse of trash bins includes trash left outside trash dumpster for any reason. Items must completely fit and not stick out of trash containers. Boxes and furniture must be broken down completely in order to take up the least amount of space.
- 4) Items not allowed in dumpsters, at any time: appliances that use Freon, engine oils and coolants, propane tanks, any flammable material, and anything considered illegal for dumping. Without limitation, such items include; appliances, batteries, chemical products, construction debris, electronics, flammables, fluorescent bulbs, hazardous waste, pesticides, medical waste/needles, tires.)
- 5) Refuse, garbage and trash may not be stored outside residence doors.
- 6) Bulk item dumping or abandoning of unsightly items is strictly prohibited. Reimbursement charges will be imposed without warning at a minimum rate of \$250 per item in addition to all applicable fines.

#### N. PET RULES:

- 1) Animals kept in any residence shall be properly sheltered and cared for.
- 2) Pets shall not create a nuisance, and the following acts may constitute a nuisance:
  - a) causing damage to the property of anyone other than the pet owner;
  - b) causing unsanitary conditions;
  - c) defecating on any Common Areas and Facilities when the feces are not immediately cleaned up by the responsible party;
  - d) barking, howling, whining or making other disturbing noises in an excessive or continuous fashion;
  - f) harassing passersby by lunging at them or chasing vehicles;
  - g) attacking or threatening to attack people or other domestic pets; or
  - h) otherwise acting so as to unreasonably bother, annoy or disturb other residents or unreasonably interfering with their right of peaceful and quiet enjoyment of their Units.
- 3) All pets shall be kept on a hand-held leash except when in an owner's residence. Violators may be subject to an additional fine.
- 4) Pets may not be tied to any permanent structures on Common Areas and Facilities, nor allowed to linger unattended in any part of the Common Areas and Facilities. Violators may be subject to an additional fine.
- 5) Pet owners shall be responsible for the pickup and proper disposal of any pet waste. Feces is not allowed to be thrown into bed planters, parking stalls, parking lots, or anywhere else other than the garbage. Pets may only urinate or defecate on grassy areas.
- 6) Pet owners are fully responsible for personal injuries and/or property damage caused by their pet to any Common Area and Facilities, including grass and landscaping.
- 7) Any violation of municipal sanitary regulations and nuisance ordinances shall also be deemed a violation of these Rules.

#### O. POOL RULES

- 1) The pool hours are 9:00 a.m. to DUSK or as otherwise posted.
- 2) No Pets are allowed in the fenced pool area at any time.
- 2) The dates the pool will generally be open are from Memorial Day weekend through Labor Day weekend.
- 3) Only HOA members or tenants with a copy of a lease on file containing an assignment of rights, who are in possession of a gate key or code and are in good standing, may use the pool. Guests of HOA members or tenants must always be accompanied by an HOA member or tenant eighteen (18) years of age or older.
- 4) The gate key OR code is not transferable and may not be given to those who are not authorized.
- 5) Children under eighteen (18) years of age of HOA members or tenants with a copy of a lease on file containing an assignment of rights, who are in possession of a gate key and are in good standing, must be accompanied by a responsible adult or guardian eighteen (18) years or older at all times.
- 6) As a safety precaution, it is suggested that individuals use the "buddy system", two or more, when using the swimming pool facilities.

- 7) The swimming pool may not be reserved. As a courtesy to other Starwood residents, for groups of over eight (8) individuals, owners and tenants are requested to post the date and time their group will use the pool. Please post this information at least 24 hours in advance.
- 8) Anyone who lacks control of defecation, including children who are not toilet trained, shall wear a water-resistant swim diaper and waterproof swimwear. Swim diapers and waterproof swimwear shall have waist and leg openings fitted such that they are in contact with the waist or leg around the entire circumference. A \$180 fine will be added to the owners account for failure to comply.
- 9) Dispose of used diapers in outside garbage receptacles and not in restroom or pool area garbage cans.
- 10) NO LIFEGUARD WILL BE ON DUTY AT ANYTIME. DIVING, JUMPING, OR RUNNING IS NOT PERMITTED.
- 11) USERS AND RESIDENTS' GUESTS ACCEPT FULL LIABILITY AND RESPONSIBILITY SHOULD INJURY, ACCIDENT, ETC. OCCUR DURING THEIR USE OF THE POOL.
- 12) The County Health Department regulations and these Rules prohibit FOOD, GLASS, SHARP OBJECTS OR PETS within the fenced pool area.
- 13) Swimsuits are required when using the swimming pool. No cut-off jeans are allowed. Remove any hair fasteners that might come out in the water, etc. before entering the pool. These and other such items can damage the pool filter system.
- 14) Only use water soluble oils or lotions when using the pool. Other products can contaminate the water and clog the filtering system.
- 15) A cleansing shower is requested before entering the pool.
- 16) Foul and/or abusive language is prohibited.
- 17) Loud noises, screaming, and boisterous conduct are prohibited.
- 18) Smoking or alcoholic beverages are not permitted within the fenced pool area.
- 19) Bicycles, skateboards, or roller blades are not permitted within fenced pool area.
- 20) Lightweight pool inflatable balls, floating devices etc. are allowed.
- 21) Objects such as footballs, basketballs, tennis balls etc. are not allowed within the fenced pool area.
- 22) HOA MEMBERS ARE RESPONSIBLE AND LIABLE FOR THEIR GUESTS ACTIONS AND SAFETY. TENANTS OF HOA MEMBERS ARE ALSO RESPONSIBLE AND LIABLE FOR THE ACTIONS AND SAFETY OF THEIR GUESTS.

**P. LEASING RESIDENCES:**

- 1) Homeowners are responsible to inform renters of all rules and/or changes in the rules.
- 2) No Owner shall be permitted to lease his residence for transient or hotel rental purposes.
- 3) No residence shall be rented for overnight rentals or any rental term shorter than 30 days.

- 4) The legal Owner takes full responsibility of any and all their tenant's damages and/or fines. Failure to stay current on monthly assessment will result in indefinite removal of access care and facility usage.
- 5) Prior to the tenant taking occupancy of a residence, the Owner shall deliver to the Board a copy of the executed Rental Agreement which includes language placing the renter under obligation to observe the covenants and rules of the community.

**Q. DIGITAL NOTICE:**

Notice by electronic means, including text message, email, or the community website of the association is considered fair and reasonable notice.

**R. USE OF STREETS and CHILDREN**

- 1) The streets within STARWOOD FARMS OWNERS' ASSOCIATION are primarily for transportation and any other use thereof should be minimal. Loitering, playing, and recreating in the streets is not permitted. However, the Association shall have authority to grant an exception for a specific event or activity to take place on a street or streets. No such exception shall be enforceable unless granted in writing.
- 2) Children under the age of eight (8) must be accompanied by an adult at all times when they are on a street or accessing common areas.

**I. ASSOCIATION MEMBERSHIP, ASSESSMENTS AND COLLECTIONS**

Assessments are due every month on the 1<sup>st</sup> and become late 10 days after the due date and lates fees and interest will be charged in accordance with 19.1.6 of the CC&Rs. Monthly Assessments remain the responsibility of the Homeowner when a renter is living in the Homeowner's residence. These assessments are reoccurring expenses regardless of whether a monthly invoice is sent or mailed.

**II. COMPLAINTS:**

In order to promote a harmonious community and provide a peaceful and quiet environment for all Homeowners and residents, we hope that any conflicts between neighbors will be handled in a neighborly fashion, between neighbors. When that is not possible, please contact the Board and, when necessary, the Police. When violations occur, please document it, and report them to the Board. When reporting a violation, be prepared to describe in detail the violation, dates, times, your name and contact information that you have accumulated. Certain violations, including unsightly complaints and garbage related complaints, may require photo documentation and to be received within 24 hours of the complaint or the complaint will not be recorded or pursued. Violations reported to the Board will be kept confidential.

**III. FINES, EXCEPTIONS AND APPEALS PROCESS:**

- A. FINES: Fines imposed for any violation will follow these general guidelines, unless otherwise specified in the section describing the rule for which the fine is imposed. Fines will be imposed to both the Owner and the renter when applicable.
- B. INITIAL FINE: Unless otherwise specified in the section describing the rule for which the fine is imposed, the initial fine for each violation of a rule or regulation of the Association, including those described in the CC&Rs, Bylaws, and these General Rules, is \$50.00.

C. **ADDITIONAL FINES:** Additional fines will be imposed for each repeat violation of a rule and for continuing violations as described below. Additional fines will be \$100 each. Fines will be imposed to both the owner and the renter if and when applicable.

**WARNING-** A verbal or written warning shall be issued upon violation of these rules except that a warning will not be given for any assessment violations or for additional fine violations. Additional fines will not be more than \$500 per month. The warning will describe the violation, state the rule or provision of the governing documents that has been violated, state the manner and time frame in which the Board may impose a fine for the violation, and, where applicable, state the day by which the violation must be cured in order for the lot owner or renter to avoid the fine which time shall be no less than 48 hours from the day of the warning.

**IMPOSITION OF INITIAL FINE-** After a warning has been issued, if a violation of the same rule is repeated within one year after the day of the warning, the Board of Directors may impose the Initial Fine. If the violation is a continuing violation (such as the presence of unsightly materials in a person's front yard) and the violation is not cured by the cure date stated in the warning, the Board of Directors may impose the Initial Fine.

**ADDITIONAL FINES-** After the Initial Fine has been imposed, the Board of Directors may impose an Additional Fine each time a violation of the same rule is again repeated within one year after the day of the warning. If the violation is a continuing violation (such as the presence of unsightly materials in a person's front yard) and the Initial Fine has been imposed, the Board of Directors may impose an Additional Fine every day that the violation remains uncured.

#### IV. RULES AND REGULATION CHANGES

These rules and regulations have been adopted by the Board for the protection of each Homeowner, resident and guest and to help safeguard the community against public nuisances and to promote a harmonious community. Any changes to the rules and regulations may be proposed to the Board. These rules will be reviewed on an annual basis by the Board and/or designated committee. Newsletters and notices left at the door of the residence is an acceptable form of delivery and notification

#### V. TERMINATION OF COMMON UTILITY SERVICE AND FACILITY USE.

A. **TERMINATION:** If an Owner fails or refuses to pay an assessment when due, the Board may, after giving notice and an opportunity to be heard in accordance with Subsection (b) below, terminate an Owner's right: (1) to receive any service paid as a common expense; and (2) of access and use of recreational facilities.

B. **NOTICE:** Before terminating services or the right of access and use of the recreational facilities, the Board or its agent shall give written notice to the Owner. The notice shall state: (1) the right of access and use of the recreational facilities will be terminated if payment of the assessment is not received within 14 days; (2) the amount of the assessment due, including any late fees, interest, and costs of collection; (3) that the Owner has a right to request a hearing by submitting a written request to the Board within 30 days from the date the notice is received; and (4) the estimated cost associated with reinstating, which cost shall be paid by the Owner. Notice shall be as described in Article VI, Section 6.A of the Bylaws.

C. **HEARING:** If a hearing is requested, right of access and use of the recreational facilities may not be terminated until after the hearing has been conducted and a final decision has been entered. The cost associated with reinstating that the Association terminates shall be paid by the Owner before the service

is reinstated if the estimated cost is included in a notice under Subsection (b) above. Upon payment of the assessment due, including any interest, late charges, and costs of collection, the Committee shall immediately take action to reinstate services to the residence. Hearing shall be as described in Article VI, Section 6 of the Bylaws.

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VII. HEARING PROCEDURES.

- A. SCHEDULING: Upon receipt of a request for hearing by a Residence Owner, the President of the Association will schedule a hearing before the Board at the time determined by the President. Once scheduled, the Board will notify the Residence Owner of the date and time of the hearing. If the hearing is conducted at a regular or special meeting of the Board, the hearing will be conducted in executive session.
  
- B. CONDUCTING THE HEARING: At the hearing, the Board will hear and consider arguments, evidence, or statements regarding the alleged violation. Following a hearing and due consideration, the Board will issue its determination regarding the alleged violation and notify the alleged violator within 5 days of the date of the hearing. The decision of the Board will be final and binding on the alleged violator and complainant unless otherwise provided by law. If a fine has been levied, no interest or late fees may accrue on the fine until after the hearing has been conducted and a final decision has been rendered.
  
- C. FAILURE TO FILE OR ATTEND: If no request for a hearing is filed within the prescribed period of time, or if the alleged violator fails to attend a requested hearing without advance request to change the hearing date, a hearing will be considered waived and the allegations contained in the notice of violation will be deemed admitted and any prescribed remedy will be instituted.

STARWOOD FARMS Owners' Association, Inc.

DULY ADOPTED AND APPROVED BY THE BOARD

\_\_\_\_\_  
Tenant Name Printed

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Unit #