# Certified Resolution of the Board of Directors of Oaks at Wildwood Condominium Association Adopting Community Policies and Guidelines

The undersigned, Larry W. Magnuson, as the duly elected, qualified and acting Secretary of Oaks at Wildwood Condominium Association, a Texas nonprofit corporation, hereby certifies on behalf of the Association that the resolution set forth below was duly adopted by the Board of Directors of the Association (the "Board") at the meeting of the Board held on July 23, 2019.

WHEREAS, Oaks at Wildwood Condominium Association is a real estate development located in Williamson County, Texas;

WHEREAS, Oaks at Wildwood Condominium Association (hereinafter the "Association") is a property owners association established by, and governed through, that certain Restated Declaration Creating and Establishing a Plan for Condominium Ownership Under Chapter 82 of the Texas Property Code for Oaks at Wildwood Condominium recorded as Document Number 2011053081 of the Official Public Records of Williamson County, Texas, together with all subsequent amendments and supplements thereto (hereinafter collectively the "Declaration"), for the purpose of governing the Condominium;

WHEREAS, the Association, acting through the Board, is authorized to adopt and amend rules and regulations governing the property subject to the Declaration and the operations of the Association pursuant to Article III, Section 2(n) of the Declaration and Section 82.102 of the Texas Uniform Condominium Act;

WHEREAS, the Association previously adopted those certain Oaks at Wildwood Condominium Association Community Policies and Guidelines recorded as Document Number 2016095345 in the Official Public Records of Williamson County, Texas (the "Previous Community Policies and Guidelines");

WHEREAS the Board wishes to amend, replace and restate the Previous Community Policies and Guidelines in their entirety.

BE IT RESOLVED that the Board of the Association hereby amends, replaces, and restates the Previous Community Policies and Guidelines with those certain Oaks at Wildwood Community Policies and Guidelines attached hereto and incorporated for all purposes herein as "Exhibit A".

(Signature Page Follows)

# SECRETARY'S CERTIFICATE

| The undersigned, Lavry W Magnes , as the duly elected, qualified and acting Secretary of Oaks at Wildwood Condominium Association certifies that this resolution was approved by a majority vote of such Association's Board of Directors at a meeting conducted on Ity 23 , 2019. |  |  |  |
|--|--|--|--|
| of, 2019. IN WITNESS WHEREOF, the undersigned has executed this certificate on the, day  |  |  |  |
| Jarry W Magnuson   |  |  |  |
| of Oaks at Wildwood Condominium Association  |  |  |  |
| STATE OF TEXAS § COUNTY OF WILLIAMSON §  |  |  |  |
| BEFORE ME, the undersigned Notary Public, on this  |  |  |  |
| Given under my hand and seal of this office this 28 day of 0ctober, 2019.  |  |  |  |
| CATHI SMITH My Notary ID # 131813359 Expires December 3, 2022  Cathi Smith Notary Public Signature   |  |  |  |

AFTER RECORDING PLEASE RETURN TO:

CAGLE CARPENTER HAZLEWOOD Adam Pugh 8400 N. Mopac Expressway, Suite 100 Austin, Texas 78759



June 2019

# COMMUNITY POLICIES AND GUIDELINES OAKS AT WILDWOOD

These Guidelines have been set forth to expand upon and detail the information found in the Condominium Declaration and Bylaws under which OAKS AT WILDWOOD CONDOMINIUM OWNERS' ASSOCIATION (hereafter called the Association or COA) operates. All owners, residents, and their guests are expected to adhere to the Guidelines while on the property for the community to be a more attractive and harmonious place to live.

Note: Owners with existing conflicts with this updated document may, with the approval of the Board, continue until replacement is necessary—then they must also comply.

**<u>DEFINITIONS</u>** (from Declarations, Definition Section)

**Common Area** means all of the Condominium Property except that portion constituting a Unit or Units.

**Limited Common Area** means that portion of a Common Area serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit, or use of which is reserved to the lawful occupants of that Unit or Units either in this Declaration or by the Board.

#### 1. PERSONAL PROPERTY

- **a)** All personal property, such as lawn chairs, bicycles, tables, etc., must be kept inside the garage or inside the patio areas but not visible above the fence except patio furniture constructed and sold for outdoor use, patio umbrellas, and grills. Only patio furniture, birdfeeders, live plants, and patio umbrellas without words, logos or advertisements may show above the fence.
- **b)** Since existing television reception devices on unit rooftops allow for multiple users of the same service provider, the placement of any additional equipment required for alternate providers must be submitted for review to the Architectural Standards Committee (hereafter called ASC).

#### 2. DECORATIVE ITEMS

- a) Except for items specifically listed in this document as permissible, nothing may be affixed to, hung or displayed on exterior walls or on the exterior side of fences or roofs. Impermissible items include, but are not limited to, signs, awnings, canopies, antennae, or any other device or ornament such as wall plaques, decorative flags, artwork, windsocks or wind chimes, and insignias.
- b) Decorations no larger than 30" x 30" are permitted on Unit front doors.

# c) Holiday decorations

- i. Christmas: Temporary outdoor Christmas lights and decorations may be placed in the Unit Limited Common Areas and/or on building exteriors, provided the decorations do not damage Limited Common Area, building, patio fencing, gate, gutters, shutters, or siding. Decoration attachments must be temporary only and may not be left from year to year. Christmas decorations may be displayed beginning the day after Thanksgiving Day and must be removed no later than January 7 of the new year.
- **ii. Other Holidays**: Temporary outdoor decorations are permitted for other holidays under the same guidelines as for Christmas. These may be displayed beginning one week before the holiday until one week after the holiday, not to exceed a total of fifteen days.
- **iii. Flag Display**: Only the American flag, the Texas state flag, or an official replica flag of any branch of the United States armed forces may be flown or displayed at any time following normal flag protocol. A flag may be flown on a flag holder affixed to a patio fence post or a flag pole in the patio area, so long as the flag does not touch the ground or block a neighbor's view. Battered, torn, or faded flags are to be retired. If flown at night, permitted flags must be lighted with a light that does not interfere with other owners.
- d) Bird Feeders: No more than two bird feeders outside of a Unit patio may be placed over mulched areas but not in or over any area of grass. If a feeder becomes a problem for mowers and/or weed potential, the owner may be asked to take it down.
- **e) Stepping stones**: Stepping stones may be placed in mulched areas only, not in the grass, where they would interfere with mowers.
- **f) Garden hose hangers** inside of a patio may be mounted on the fence only, not on the building.

#### 3. FLOWERS/LANDSCAPE PLANTS

- a) Flowers: Flowers may be planted inside the patio fence and in the Unit's limited common area under the veranda windows. Flowers are not permitted around any tree in the Common Area.
- **b)** Landscape Plants Shrubs and plants in place may not be removed, transplanted, or drastically reshaped or cut back without the approval of the ASC.

Any planting of new perennials, grasses, or shrubs in the Limited Common Area outside of a patio must receive advance approval of the ASC. Owners wanting to change a plant or to add plants or trees must select from the Landscape Committee's list of plants that are classified as water wise, Texas Native, native adaptive, drought resistant, or drought adapted. Other plants that meet the above classifications may be proposed to the Landscape Committee and used only if approved and added to the list. For list of approved plantings, see Appendix B of the Architectural Standards document.

c) Requests for new beds, including location, size, shape, and composition, must be submitted to the ASC for review and approval before construction. New beds must be mulched with hardwood or stone that matches other beds in the community and must be provided with adequate water supply.

All approved new or replacement plants or beds become the property of the Association, which will provide future mulching, pruning, fertilizations, and care.

**Architectural Request Forms** are available on the Management Company website (*goodwinTX.com*) and in a holder outside of the clubhouse office.

#### 4. LIGHTING

- a) Landscape Lighting: Addition of low voltage or solar lights in the mulched areas is permitted on either side (one side only) of the sidewalk in front of the Unit between the garage and the front door, if they are placed so they do not interfere with plants that need to be trimmed periodically. Lights on the outside of the sidewalk should be solar lights; otherwise, any wiring must be run under the sidewalk in plastic conduit for safety. Damage to wiring or fixtures by the landscaper is Owner responsibility. No specific brand or model of lights is recommended, but additional specifications regarding type, number, and placement of landscape lights can be found in the Architectural Standards.
- **b)** Exterior Security/Safety Lighting: All exterior lighting at front entries and garages must be white lighting, except as allowed in Holiday Decorations descriptions above.

**c) Additional Exterior Lighting**: The addition of any other exterior lighting requires approval of the ASC.

#### 5. OTHER PROHIBITED ITEMS

The following items are strictly prohibited in any exterior Common Area of the Community:

- a) any type of yard sign, statue, statuette, yard or lawn ornament,
- **b)** artificial flowers, cypress mulch,
- c) swing sets, benches, or other furniture except in the pool enclosure,
- **d)** mounted hose reels except as provided above, laundry poles or clotheslines, or other such items.
- e) laundry, including swim suits, towels, rugs, etc., hung at any time over a patio fence or gate.

# 6. EXTERIOR BUILDING MAINTENANCE AND ALTERATIONS

- a) Exterior maintenance will be done on a schedule or on a "fix on fail" basis by the Association. No alterations or additions of fences, walls, patios, decks, or otherwise may be made to the exterior surface of the building without approval of the ASC, based on detailed plans and materials specifications submitted in advance.
- **b)** Exterior replacement doors or other visible exterior elements should match quality and appearance of previous installation and those on other Units. Should an owner install doors or use any materials or paint colors not listed in the Association's Architectural Standards, the Association may require compliance or make the required changes. All costs for repairs, changes, or alterations to bring the property into compliance will be assessed to the owner.
- c) If a Unit owner, guest, or tenant is responsible for damages to common elements, whether due to negligence or not, the repair is the responsibility of the Unit owner. If the owner fails to repair the damage, the Association will repair it and bill the owner for the full cost. To maintain the appearance of the community, repairs should be made as soon as possible, preferably no later than ten business days after the damage. Completed work needs to be checked by an Association board member or Property Manager to ascertain that repairs have been accomplished to the satisfaction of the Association board.

# 7. DOORS, GARAGE DOORS, WINDOWS, AND WINDOW SCREENS

Maintenance and repair of doors, storm doors, garage doors, windows, and screens are the responsibility of the condominium owner. Owners are responsible for the door panels and weather stripping of the garage doors, as well as the automatic garage door opener or any of its supports, chains, or controls (wired or remote). The only exceptions are the following:

- a) Front doors and garage doors will be painted when the owner's building is painted as designated in the Association's paint maintenance schedule. Owners may, at their own expense, paint doors in the interim periods of the Association's building maintenance schedule provided the owner notifies the Association's management company. Only Community standard paint colors listed in the Architectural Standards may be used.
- **b)** When the Association is making repairs to the building exterior that also require related work on door or window frames to complete the repairs.

#### 8. PATIO GATES

Patio gates may be installed at the owner's expense using only the design and specifications matching existing gates in the community and require advance approval by the ASC.

#### 9. STORM DOORS

Storm doors may be added at the owner's expense using only an approved design and color. Detailed specifications for approved storm doors are spelled out in Appendix A of the Architectural Standards.

#### 10. INTERIOR ALTERATIONS TO YOUR UNIT

The Association does not perform interior "wear and tear" maintenance on individual Units nor make interior repairs caused by normal building aging or soil movement. The following sections designate owners' responsibilities when making interior alterations to a Unit:

- a) Inside modifications to an owner's Unit do not require an ASC request. However, any work involving electrical, plumbing, gas, mechanicals, and construction that falls under the City of Georgetown building codes must be accomplished under required City of Georgetown permits and with a certification that all required inspections were completed and all work approved by the inspector. Once work permits have been obtained, the owner must contact the Association Management Company and supply them with the permit number(s).
- **b)** In the event of a catastrophic event such as a fire, insurance investigators may look for proof that all construction was accomplished by licensed contractors according to established building codes before reimbursing for damages. If an insurance claim is

denied because of faulty/non-permitted work, the homeowner will be liable for the costs of any repairs made by the Association to that owner's Unit as well as any damage to any surrounding Unit or property.

- c) Flooring may be added in attic areas to provide for storage, but NO additional living space may be created.
- **d)** The roof is held in place with trussed-supports. Cutting away these supports for any reason is not permitted as it will cause the roof to collapse.
- e) Unit firewalls may not be breached for any reason.
- **f)** Any modification to or breaching of a Unit's exterior, including the roof, requires an ASC Request Form submitted to and approved by the ASC.

#### 11. WINDOWS AND WINDOW COVERINGS

All window coverings visible from outside--draperies, blinds (vertical or horizontal) or valances--must be solid white, off-white, light beige, or light gray on the exterior side.

#### **12. SIGNS**

- a) Political Signs: One political sign advertising a specific candidate (or pair of candidates in the case of a presidential election) or ballot issue in an election for which a vote may be cast in the precinct in which the applicable property is located may be displayed on/within the property of a resident, specifically defined as within a glass storm door or an interior Unit window. Signs must be less than 240 square inches (approximately 12" by 18"). Signs which comply with these guidelines may be displayed no earlier than ninety days before an election and must be removed before the tenth day after the election. Signs may not be displayed in any Common or Limited Common Area. As provided by Section 202.009 of the Texas Property Code, the Association is authorized to remove any sign displayed in violation of these guidelines.
- **b)** Other Advertisements: Advertising, "For Sale," and "For Rent/Lease" signs may NOT be hung or displayed at any location on the property, including inside windows. The authorized exceptions are these:
  - i. The "Condo for Sale" sign supplied by the Association at each entrance.
  - ii. One realtor-supplied brochure box on the curb near the driveway entrance.
  - iii. A temporary directional Open House sign during open house hours.

#### 13. ANIMALS

- a) No more than two household domestic pets may be kept in any one home. Pets shall be limited to dogs or cats.
- **b)** Units may not be used for breeding animals or maintaining them for commercial purposes (e.g. boarding, veterinary services, or the like).
- c) All animals, when outdoors, shall at all times be maintained on a leash and supervised by a responsible individual. Such individuals shall be responsible for the immediate clean-up of all pet litter inside and outside of the property fence. Litter may not be deposited in any neighbor's garbage can except the pet owner's own.
- **d)** No pet shall be tethered outside in the lawn or common area, nor shall any pet be tied to the exterior of any patio fence.
- **e)** No pets are allowed in the Clubhouse, in the swimming pool, or in the storm water collection basins (ponds). **Certified service animals ARE allowed** in the Clubhouse and at the pool deck.
- **f)** Should any pet become a nuisance, the owner/resident may, at the discretion of the Board of Directors, be directed to remove the pet from the community.

# 14. PARKING/ VEHICLES

- **a)** The main roadway inside of the Oaks at Wildwood property is not sufficiently wide to allow for on-street parking and the deployment of emergency vehicles; therefore, onstreet parking is prohibited, with the following exceptions: Commercial moving vans when conducting business and commercial trucks when in the area to perform service or repair work are authorized exceptions.
- **b)** No utility trailers, trucks larger than a one-ton pickup, or any vehicle with commercial advertising may be parked on any street or driveway overnight. Other vehicles used for recreation such as boats, motorhomes, and travel trailers will be permitted to park in Limited Common Area (in front of Unit garage) for forty-eight hours to allow for loading and unloading. Such vehicles must not block normal access of other residents.
- **c)** All parking by residents must be within the Unit's garage or in the Limited Common Area in front of the garage door not blocking any other resident's garage access.
- **d)** Short-term guests must park in the Limited Common Area in front of the garage door, in the parking spaces at the Clubhouse, or on the Unit's drive in such a manner as not to block any emergency vehicle or other residents' access to their garage or the

street. OVERNIGHT PARKING IS PROHIBITED IN THE "TURN-AROUND" AREAS AT THE END OF EACH DRIVEWAY that must be kept free for responding emergency vehicles.

- **e)** No vehicle may be parked in the Clubhouse parking areas for more than forty-eight consecutive hours. Vehicles parked there for more than forty-eight hours are subject to being towed at the vehicle owner's expense.
- f) Inoperable vehicles (such as with flat tires, expired license tags), or vehicles which cannot be identified as belonging to a resident, which are parked in any Common Area or Limited Common Area for more than forty-eight consecutive hours may be towed off the premises at the vehicle owner's expense. No repair work is permitted on vehicles in Limited Common or Common Areas except for short-term emergency work (flat tire, battery charge, or the like).
- **g)** The speed limit within the community is 14 miles per hour. Reckless operation, excessive speed, and parking or driving on lawn areas are prohibited.

#### 15. SWIMMING POOL

The pool is for the exclusive use of residents and their guests.

- a) Any person who cannot be identified as an owner, or who is not traceable to an owner present on the property, will be asked to leave the pool area. Owners are responsible for informing their guests of the rules and expected behavior.
- **b)** Owners will be responsible for any violation of rules by a tenant or guest.
- c) Reservations for the pool and pool deck may be made only for scheduled resident classes such as water aerobics. The pool may not be reserved for private parties.
- **d)** All persons using the pool and pool facilities do so at their own risk and sole responsibility. There is no lifeguard. Swimming alone is discouraged, but not prohibited.
- **e)** Children age fifteen or younger should be supervised at the pool by a person eighteen years of age or older.
- f) The following items and activities are prohibited in the fenced pool area:
  - i. Animals or pets, except for certified, trained service animals,
  - ii. Glass or other breakable items,
  - iii. Running, diving, or disruptive behavior,

- iv. Excessive noise or splashing,
- v. Private pool parties,
- vi. Rafts or air mattresses of any kind. Exceptions include water wings, noodles, or similar small devices.
- **vii.** Electrical/electronic audio devices of any kind without headphones, such as I-pods, CD or DVD players, or radios. The Condominium Board of Directors (Directors) may approve exceptions in conjunction with a community class IF a request has been made to the Directors in writing to include details of time and duration. Directors may revoke this decision at any time.
- **g)** Swimming is permitted only in garments sold as swim wear. No diapers or similar undergarments are permitted in the water unless expressly designed for use during swimming.
- h) When leaving the pool area, all users are responsible for returning lounge chairs and tables to an orderly arrangement. The last pool user is responsible for closing and fastening any umbrellas that remain open. When leaving the pool area, it is a courtesy to remind remaining users of these responsibilities.
- i) Lounge chairs or tables may not be reserved and if moved must be repositioned neatly (orderly fashion) after use.
- **j)** The pool will be open for use daily from dawn to dark. The pool will be heated from approximately March 15 to October 31; during the remaining months it will not be heated. People using the pool, especially in the early morning or in the evening, are encouraged to be quiet and considerate of residents who live nearby.
- **k)** Wet swim wear is not permitted in the Clubhouse lounge area. Doors leading directly into Clubhouse rest rooms are accessible with residents' door codes.
- I) The gas grill is to be operated by adult residents only and cleaned after use.
- **m)** A 911 EMERGENCY PHONE is located on the back of the clubhouse near the pool and another in the Clubhouse exercise room. In case of emergency, 911 may be dialed from any available telephone, with caller specifying location where response is needed.
- **n)** A fire extinguisher is mounted inside the Clubhouse, next to the rear entry doors, between the doors and the kitchen.

#### 16. CLUBHOUSE

- a) Clubhouse use
  - i. The Clubhouse is for the private use of the residents. It is important to remember that the clubhouse is for community use and to be respectful of others who are also using the facility by keeping noise levels low and cleaning up after use.
  - ii. Owners are responsible for the actions of their guests and/or tenants.
  - **iii.** Any resident can use the Clubhouse rooms with their invited guests without rental so long as other residents are not excluded from using that room as well. Residents must be present with guests in the clubhouse. Guests not accompanied by a resident will be asked to leave.
  - **iv.** Any room except the exercise room may be reserved for a community-sponsored event such as a social event, class, or Association committee meeting.
  - **v.** A resident's guest may use the Clubhouse equipment or facilities so long as the resident is also present in the Clubhouse.
- b) Clubhouse rental for private use of a resident
  - i. A resident renting for a private party will have exclusive use of the lounge area and kitchen only; invited guests attending a private party may not use the pool or exercise equipment. NOTE that the pool may not be reserved for any private party. No party items or cleaning supplies will be furnished by the Association for a private rental.
  - **ii.** Private rentals are limited to family or social events, meetings, or gatherings of non-profit organizations to which the resident belongs.
  - **iii.** A \$25.00 non-refundable rental fee is required in advance, payable directly to the Management Company with a completed rental request form; these forms can be found on the Management Company website, or paper copies in a holder outside of the Clubhouse office. Reservations are granted on a first-request basis and once approved, will appear on the monthly calendar.
  - **iv.** A renting resident is responsible for posting a sign on the Clubhouse entry doors that a private party or event is in progress, specifying the beginning and ending times, and for removing the sign once the rental period has ended.

- **v.** Renting residents are responsible for all clean-up and trash removal. Clean-up, including restrooms, must be done thoroughly and completely the day of the party or event.
- **vi.** An inspection will be conducted within twenty-four hours of a rental use. Any cost of damage repair to the Clubhouse, its furnishing or equipment, or for any additional cleaning required by the Association will be billed to the resident who reserved the space.
- **vii.** The Clubhouse may not be rented or reserved at the following times: New Year's Eve, New Year's Day, Memorial Day, the 4<sup>th</sup> of July, Labor Day, Christmas Eve, Christmas Day, or during regularly scheduled Community activity times already on the calendar, such as daily, weekly, or monthly meetings.
- viii. Parking at the Clubhouse is limited to ten vehicles, including one handicapped space. Guests' vehicles exceeding that number may park on Verde Vista Drive or in commercial parking on Williams Drive. Guests may not park on any Association-maintained street. No guests may park in any internal drive or in any resident's driveway without express consent of the resident.
- **ix.** The single combination for locks on the Clubhouse front, rear, and exterior restroom doors will be changed from time to time. The new combination will be shared with residents by e-mail. A resident who has not received the e-mailed notice should contact any member of the Clubhouse Committee or one of the Directors to obtain the new combination. Combinations should be kept confidential for use of residents.

#### 17. GARBAGE AND RECYCLES COLLECTION

- **a)** Garbage and recycling containers should not be set out to the curb prior to 5:00 p.m. the day preceding collection and must be retrieved by 9:00 p.m. the day of collection. Garbage is collected weekly, and recyclables every other week on the same day as garbage collection.
- **b)** Only City of Georgetown-provided trash containers with lids are permitted for trash disposal. No trash bags will be allowed outside of the container. Exceptions are leaf disposal bags approved by the City of Georgetown. Removal of large objects in separate Saturday collections must be arranged for in advance.
- c) All trash for collection must be set out at the end of an owner's Unit driveway or in another area approved by the waste disposal company. Trash containers when not set out for collection must be kept inside of the garage. Residents will be responsible for

clean-up of trash spillage from the containers and should not add items to any other resident's cans without permission.

**d)** Garbage and recycle containers of varying sizes are available and may be obtained by calling the waste removal company.

#### 18. PROHIBITED ACTIVITIES

- **a)** A business may be operated FROM your Unit but not IN your Unit. This means that you may keep records or books, arrange appointments, make telephone calls, and conduct other business-related activities. Customers MAY NOT come to your Unit for a product or service and no advertising signs may be posted.
- **b)** Solicitation by charitable or commercial enterprises is not authorized within the community. This includes religious communities seeking donations or recruiting to their membership.
- **c)** Garage sales and indoor or outdoor tag sales are specifically prohibited, unless approved in advance by the Directors as a planned community activity.

#### 19. UTILITIES

- **a)** Residents are responsible for maintenance and payment of their own gas, electricity, cable or satellite television, internet services, telephone, and security services.
- **b)** Residents are responsible for calling to initiate these services on or after the date of possession.
- c) Residents are responsible for garbage pickup and storm water payments and for their Unit's annual property taxes.
- d) Water and sewage utilities are paid for by the Association from COA monthly fees.

#### 20. CONDOMINIUM SALES

- **a)** The owner selling a Unit must inform the Association Management Company in writing of the closing date once that date is established, but no less than seven days prior to closing.
- b) The seller must inform the listing realtor on permitted placements of realtor signs.
- c) The seller's realtor must be notified of the requirement for a Private Transfer Obligation of two months' fees to be paid to the Association by the purchaser upon

property transfer and of age requirements for occupancy. This and other required information (all condominium dues and assessments are current, no current violations of Unit standards) will be listed on the Certificate of Resale available upon request from the Management Company.

# 21. CONDOMINIUM LEASING

- a) An owner retains all responsibility to the Association for compliance with the Declarations, By-Laws, Community Policies and Guidelines, and Architectural Standards. This includes the tenant's or the tenant's guest(s) compliance. However, the Association has the right to initiate eviction proceedings if the tenant fails to abide by the Declarations, By-Laws, Community Policies and Guidelines, and Architectural Standards.
- **b)** A lease must be for the whole Unit, must be in writing, and must be for not less than one year.
- **c)** The owner must provide the following information to the Association management company within seven days of the execution of a lease:
  - i. A copy of the signed, executed lease document,
  - **ii.** A list of all tenants who will occupy the property including full names and ages. Proof of age of residents may be required.
  - **iii.** A signed Notice of Lease form indicating that the tenants have a copy of and have read and agreed to abide by the Community Policy and Guidelines. Forms are available from the Association Management Company.
  - iv. The owner's most current address, telephone number(s), and e-mail address.
  - v. At any time they occur during the term of a lease, maintenance issues that are the responsibility of the COA must be called to the attention of the Association for timely correction to the satisfaction of the Association. Maintenance issues that accumulate or cause extensive damage of any kind must be corrected and are the financial responsibility of the owner.

#### 22. AGE RESTRICTIONS

The Oaks at Wildwood Condominiums are intended to provide housing primarily for persons aged fifty-five and older. The Condominium shall be operated as an agerestricted community in compliance with all applicable state and federal laws. No person under nineteen years of age shall stay overnight in a Unit for more than ninety days in a calendar year. Subject to the rights reserved, each Unit, if occupied, shall be

occupied by at least one person fifty-five years of age or older, provided however, that once a Unit is occupied by an age-qualified occupant, other qualified occupants of that Unit may continue to occupy the Unit, regardless of the termination of the age-qualified occupant's occupancy. Notwithstanding the above, at all times at least 80% of the dwelling units within the properties shall be occupied by at least one person fifty-five years of age or older. Residents agree to provide verification of their age at the time they commence residing in a Unit and other times at the request of the Association Directors, who must periodically re-certify that these regulations are being met.

#### 23. ENFORCEMENT OF THESE RULES AND REGULATIONS

The Association Board of Directors may impose upon the owner a fine of \$25 for each day after which an owner or resident of a Unit has been officially notified of violating any of these community policies. Fines of greater amounts and / or other actions may be taken for continuing infractions of these or other policies or practices defined in the Association's governing documents.

**Amendments:** These policies and guidelines may be subject to change from time to time at the discretion of, and by a majority vote of the Board of Directors.

#### References:

Oaks at Wildwood Declarations executed October 4, 2011 Texas Property Code, Chapter 82, 1994 and 2011.

Attachment: Version Control Table June 2019

State of Texas
County of Williamson

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

President of Oaks at Wildwood Condominium Association, a Texas non-profit corporation, on behalf of said corporation.

**Notary Public, State of Texas** 

# Attachment

Version Control Table June 2019: Community Policies and Guidelines

| Date of      | Guideline         | Change  |
|--------------|-------------------|---|
| Change       | Number            |   |
| June<br>2019 | Introduction      | Addition: Added provisional and temporary approval for conflicts                |
|              |                   | created as a result of current changes.   |
|              | 1.a)              | Modification/Clarification: For patio umbrellas, removes color                  |
|              |                   | restriction; adds restrictions on words, logos, advertising. Permits live       |
|              |                   | plants to show above fence.   |
|              | 2. c) iii         | Addition: Permits Texas flag and all US armed forces flags                      |
|              | 2. d)             | Modification/Clarification: Permits two bird feeders; defines                   |
|              |                   | permissible locations thereof   |
|              | 3. b) and c)      | Modification/Clarification: Restricts Residents' actions re: common             |
|              |                   | element plantings. References Architectural Stds for approved                   |
|              |                   | landscape plants  |
|              | 3. d) and e)      | Modification/Clarification: Sections eliminated; Language incorporated          |
|              |                   | in b) and c)  |
|              | 4. a)             | <b>Modification/Clarification:</b> Permits landscape lighting on either side of |
|              |                   | the Unit sidewalk.  |
|              | 6. c)             | Addition: Requires inspection of exterior unit damage repair                    |
|              | 13. a)            | Modification/Clarification: Permits two domestic pets                           |
|              | 14. b)            | Modification/Clarification: Changes maximum pickup truck size to one            |
|              |                   | ton   |
|              | 14. d)            | Modification/Clarification: Prohibits overnight parking in driveway             |
|              |                   | turnaround areas  |
|              | 15. m) and n)     | Addition: Locations of emergency equipment added                                |
|              | 16. b) iii        | Modification/Clarification: Eliminates requirement for refundable               |
|              |                   | deposit.  |
|              | 16. b) vi         | Addition: Requires Association inspection following rental.                     |
|              | 17. c)            | Modification/Clarification: Prohibits use of other residents' trash cans        |
|              |                   | without permission  |
|              | 20. d)            | Modification/Clarification: Requires sellers to provide buyers' age             |
|              | 20 ) 10           | before property transfer  |
|              | 20. e) and f)     | Modification/Clarification: Eliminated; language incorporated into c)           |
|              | 21. c) v          | Addition: Responsibilities added for an Owner of a leased Unit to               |
|              |                   | periodically inspect the Unit for maintenance issues and take                   |
|              | The second second | appropriate corrective action   |
|              | Throughout        | General formatting, punctuation, numbering, and grammar changes                 |
|              |                   | made.   |