

**AMENDMENT TO THE HOUSE RULES OF
WINDOW BOX CONDOMINIUMS HOMEOWNERS' ASSOCIATION
Adopted August 4, 2025**

Notwithstanding any prior matters set forth in the House Rules as previously adopted prior to the date stated above by the HOA Board concerning matters addressed herein, the following additions, revisions, or amendments shall be considered to supersede and be superior to any and all set forth in prior documents addressing any matter stated below. Any House Rules not revised or amended by this Amendment shall remain as is.

In this document, all references to the Window Box Condominium Homeowners Association shall be referred to as the HOA. The words Homeowner, Owner, and Member are used interchangeably for the purposes of this document.

FINES:

1. Late fees shall be assessed on HOA dues in the amount of \$25.00 for the first month if not paid by the 12th of the month through the portal, ACH, cash or check. If the dues and late fee remain unpaid by the end of the month, another late fee of \$25 will be charged. Therefore, \$50.00 will be charged.
If the account is delinquent for a second month, the late fees will increase to \$50.00 if unpaid until the 12th and an additional \$50.00 if the account is not paid by the end of the second month. After the second month of unpaid dues and late fees, the total would be \$150.00. The third month will increase to \$75.00 per the dates stated above. After the third month the total late fees would be \$300.00.
2. Because of the community's location, it is vulnerable to wildlife not welcome on the property, such as raccoons, possums, etc. There will be no feeding of animals after daylight on any porch, balcony, or anywhere else on the property. Anyone who is in violation will first receive a written warning. A second violation will be assessed a fine of not less than \$500.00. A third violation will result in the homeowner being assessed all charges incurred by the HOA to have such animals removed. If it is determined at any time that animals, for which the owner provides care, other than a domestic animal allowed by the Bylaws, are living under or on any porch or balcony, the homeowner will be notified that the animal is being removed at the homeowner's expense.
3. Transient rentals are not allowed at this property - \$2,500.00 per day HOA fine.
(Please note: transient rentals are not allowed by the City of Waco without proper licensing and compliance with local regulations being met). Any transient rentals will be reported to the appropriate department at the City of Waco.
4. Failure to clean-up after pets will result in a fine. DNA testing can and will be done at the expense of the owner if the owner continues to fail to clean-up after their pet and a fine of \$500 will be assessed once the breed of the dog is identified.
5. Other infractions of the Bylaws will be handled similarly, and the board will vote on them as they arise.

RENTAL UNITS:

Due to the fact that rental units affect the fiscal costs of the HOA, i.e., repair costs, wear and tear on aging pipes, etc. (which repair costs affect all homeowners), the percentage of rental units shall be reduced from 15% to 10% (4 units to 3 units). Consideration for the reduction of rental units has also been based on the safety of the residents of the property, the management of the property due to owners not being present, the lack of control of renters, and the lack of any long-term commitment by the renters to the good of the HOA as a whole. To accomplish this reduction, the first existing and currently approved rental unit to have a change in the status of occupancy, including but not limited to, eviction of the lessee by the lessor, expiration of a lease, the primary lessee moves for any reason, or death of the primary lessee, will result in the rental approval being revoked by the HOA Board. There shall be no unapproved or unauthorized renewals of any existing rentals.

An owner must be qualified as a Resident Owner which means they are a homeowner who has resided in the owned unit for a period of one continuous year from the date of move-in. A rental will be only considered for approval if it is for the entire unit; no room rentals will be accepted. A lease must be for a period of not less than 12 (twelve) months. Any proposed short-term rental will be considered a transient rental and is not allowed under this amendment.

Under extenuating circumstances, the board may agree to a short-term occupancy not to exceed 90 days. Extended stay requests must be made to the Rental Committee in writing by the owner and submitted to the management company. The requested party must submit all documents as outlined below for renters.

In order to be considered for the waiting list for a unit to be rentable, a homeowner must be qualified by a three (3) member Rental Committee made up of Board members appointed by the Board President, which will include, but not be limited to, those qualifying factors listed below.

Any potential renter must be qualified by the Rental Committee. Any party being considered as potential renters must provide the committee with the following information:

- (a) a copy of the proposed lease,
- (b) two forms of identification, one of which must be a valid Driver's License, current passport, or a state-issued Identification,
- (c) a background check, and
- (d) an interview with Rental Committee.

Criteria that shall be consistently used includes, but is not limited to:

- (a) Proof of Stable Income (verification)
- (b) Past Rental References (when available)
- (c) Eviction history (if any)
- (d) Lease terms per Owner
- (e) Identification (as provided above) to be verified
- (f) Documentation shall be provided by the Board to the Owner and prospective renter for any denial

A guest who remains longer than two weeks in any calendar year, will be considered to have changed their status to unauthorized occupant and will be required to provide the same information to the Rental Committee as any other potential renter. They must also be approved by the Rental Committee to remain on the property.

If the owner has an unauthorized occupant in the unit as outlined in this Amendment to the House Rules, the owner will be assessed a fine of \$500 per offense and an additional \$100 per day for any such unapproved renter that remains in the unit.

The owner is responsible for evicting any unauthorized occupant.

No rental will be considered if the number of parties exceeds the number of bedrooms in the unit as governed by the Bylaws, House Rules, and Federal and State Laws (as amended).

RECOURSE FOR CHALLENGING A BOARD DECISION

Procedure for challenging a decision by the HOA Board is as follows and must be followed in this order at the expense of the Homeowner:

1. First, when an Owner requests the consideration of the Board regarding an individual matter for which the Board does not vote in favor of the Owner and the Owner states that it is their intention to involve an attorney, the first course of action shall be as follows:
The Owner shall have 20 (twenty) days for the attorney of their choice to notify the attorney for the Board in writing, by registered mail with return receipt with signature of the representative. If the attorney for the Board fails to receive such notification, the objection of the Owner shall be dismissed and the initial vote of the Board shall remain.
2. Second, the Board and the Owner must agree to Mediation prior to the filing of a lawsuit regarding any matters addressed in the House Rules, including as amended by this Amendment. Said Mediation will be at the expense of the Owner and must be conducted by a State Certified Mediator who has real estate knowledge and is not known to either party. Each party may be represented at mediation by legal counsel. If the mediation results in the original decision by the Board remaining as is, the Homeowner will be responsible for any and all fees, including but not limited to the Board's Attorney's Fees.
3. Third, if a resolution cannot be reached through Mediation, either party may initiate a lawsuit. Once a lawsuit has been initiated, the Board will defer to the Board Attorney and will cease all direct communications with the Homeowner as to that issue, and all future communications shall be through the Board's attorney and the Owner's attorney (regular notices and communications unrelated to the issue at hand may continue to be directly provided). If the suit concludes in favor of the Board's original decision, the Homeowner will pay for any and all costs incurred by the Board, including but not limited to the Board's attorney fees and court costs.

The initial decision the Board reached by vote can only be changed by a decision reached in Mediation which has been memorialized in writing and signed by all parties or by an Order of the Court in the case where a lawsuit has been concluded in the courts.

PEACEFUL CO-EXISTENCE WITHIN THE COMMUNITY

1. No illegal activity or nuisance behaviors shall be permitted in any unit, common area, or limited common area. Furthermore, no actions shall be undertaken therein that could be, or become, an annoyance or offend other owners, occupants, contractors, landscapers, realtors, delivery personnel, or other non-trespassing visitors. This includes, but is not limited to, behaviors that are verbally or physically threatening or harassing, offensive, involve directly cursing at someone with the intent to demean, exhibiting lewdness or engaging in vandalism.
2. Homeowners will be subject to fines for each occurrence of such behaviors to include such occurrences by their renters or guests. A one-time warning may or may not be given to the homeowner, depending on the severity and impact of the behavior. Renters and guests should be informed of this rule by the homeowner.
3. Fines will be decided by the HOA Board depending upon the circumstances, to include but limited to, the severity of the occurrence, the damage incurred, and the frequency of the occurrences by the same party.

STORAGE AREA – BUILDING 1

The Association is not, and has never been, responsible for the storage, security, or condition of any personal items placed in the storage area attached to Building 1. Homeowners who choose to store personal belongings in this area do so at their own risk and are encouraged to obtain appropriate coverage through their individual condominium insurance policies.

Should the HOA Board become personally aware of suspicious or potential criminal activity related to the storage area, it will file a report with local law enforcement. Otherwise, it is the responsibility of the individual homeowner to promptly report any theft, damage, or suspicious activity directly to the Police.

Amendments were approved by the HOA Board of Directors on Monday, August 4, 2025.