HOUSE RULES OF THE WINDOW BOX CONDOMINIUMS HOME OWNERS ASSOCIATION

Adopted November 18, 2009

The intent of the House Rules of the Window Box Condominium Home Owners Association is to promote and encourage common sense and courtesy in its members' actions and attitudes. The House Rules are not intended to limit reasonable conduct, but rather to protect our common interest in the property, to provide an avenue of relief for problems, and to serve as guidelines for a harmonious community. The House Rules are designed to assure a minimum of regulatory intrusion into the lives of us who have chosen to live here. It is very important that in a community such as ours, each member do his or her share to protect the rights of all other owners and residents. All of us should be able to enjoy a safe, quiet and peaceful home. Many of the following sections and paragraphs are taken directly from our Declaration, By Laws and State of Texas Property Codes. The Window Box Board of Directors (hereafter referred to as the Board) will oversee the adherence to the House Rules.

1. **RESIDENTIAL USE.** The units shall be used for residential purposes only, including sleeping, eating, food preparation for on-site consumption by occupants and guests, entertaining by occupants of personal guests and similar activities commonly conducted within a residential dwelling, without regard to whether the unit owner or occupant resides in the unit as a primary or secondary personal residence, on an ownership, rental, lease or invitee basis.

(Reference: State of Texas Property Codes 81.002, 82.003 Window Box By Laws Article VIII A)

2. PARKING. Parking space is limited. Each condominium is allowed to park two (2) operable mobile vehicles with current, valid license plates and inspection stickers on the property. This includes, per the attached parking space map, one (1) assigned, numbered and covered space and one (1) uncovered space. The Board retains the right to require removal of any vehicle without current, valid license plates and inspection stickers from the Window Box Condominiums parking area. If the vehicle is not removed, the Board shall cause removal at the risk and expense of the owner. Each owner or occupant is responsible for maintaining the cleanliness of his/her assigned parking spaces. Maintenance on vehicles is not permitted in the parking area.

The uncovered parking spaces are also for temporary guest parking. Owners must communicate to guests that covered parking spaces are for residents use only.

(Reference: Window Box By Laws Article VIII K Window Box Enabling Declaration 2b5, 4i, 5b, 20l, 22, 27a, 27b)

- **3.** <u>COMMON DRIVEWAYS AND WALKWAYS</u>. Common drives, walks, stairways and other general common areas shall be used exclusively for normal transit and no obstructions shall be placed therein except by express written consent of the Board. (Reference: Window Box Enabling Declaration 4g)
- **4. <u>DECK, BALCONIES AND PATIOS.</u>** Material for deck, balcony or patio flooring must be approved by the Board. No personal property may be attached, suspended, mounted, stored, or otherwise displayed on any deck, balcony or patio or on the exterior of the same. Air-drying articles of the personal property of any description is not permitted.

(Reference: Window Box Enabling Declaration 2d, 20m, 21, 22)

- **A. MAINTENANCE.** Each owner or occupant must maintain his/her individual deck, balcony and/or patio in a state of general neatness and cleanliness.
- **B. PLANTINGS.** Each residential unit owner may put containerized plants and shrubs on his/her deck, balcony and/or patio so long as such plants do not obstruct the view of any other resident. Planting containers must sit in a water retention saucer and minimize the discharge of soil.
- **C. RAILINGS AND WALLS.** Barbeque grills, planters, pots or any other items may not be placed on the deck wall, balcony wall or railing due to safety reasons, except that planters may be placed on the inside of deck railing in a manner which does not create any safety concerns and which does not affect the integrity of the construction of the deck wall, balcony wall or create a risk of moisture damage.

 (Reference: Window Box By Laws Article VIII F)

- **D.** HANGING ITEMS. Hanging items such as windsocks, flower baskets, wind chimes, etc. are not allowed due to wind/weather, structural and safety conditions.
- **E. PERSONAL PROPERTY.** Personal property, other thank normal patio furniture, may not be stored on decks, balconies or patios.
- **5. UNIT INTERIOR.** Each condominium is individually owned but community living requires certain standards to be met.
 - **A. STANDARD OF CONDITION.** Each unit owner shall, at his/her sole expense have the right and the duty to keep the interior of his/her unit and its equipment, appliances and appurtenances in good order, condition and repair. Each owner shall be responsible for the construction, alteration, maintenance, repair or replacement of any plumbing fixtures (other than water heaters), fans, heating equipment, electrical fixtures or appliances which may be in or connected with his/her unit. Since water heaters are located in common areas, they will be maintained and serviced by the Window Box Condominiums Home Owners Association. Servicing and maintenance will include annual physical checks of all water heaters.
 - **B.** STRUCTURAL. Unit owner(s) or occupant(s) may not make any modifications or alterations to the unit that might adversely affect the structural integrity or sound transmission or the mechanical, electrical or plumbing systems or diminish in any way, the viability or remaining useful life of any portion of the Condominium.
 - **C. ADDITIONAL RIGHTS.** Without limiting the generality of the foregoing, each owner shall have the right, at his/her sole cost and expense, to construct, alter, maintain, repair, paint, paper, panel, plaster, tile, and finish the following: interior non-load bearing partitions, the interior surfaces of the ceilings, floors and the perimeter walls of the unit and the surfaces of the bearing and non-load bearing walls located within his/her unit; and shall not permit or commit waste upon his/her unit or the common areas. Each owner shall have the right to substitute new finished surfaces for the finished surfaces then existing on said ceilings, floors and walls.
 - **D. AIR CONDITIONING.** The upkeep of the air conditioning system will be the responsibility of the unit owner.
- **6.** <u>UNIT OWNER RESPONSIBILITIES</u>. Each owner has certain responsibilities of his/her own condominium that ultimately reflects upon the Window Box Condominium community as a whole.
 - **A. NOTIFICATION OF WORK TO BE PERFORMED.** The owner must inform the Board, in writing, through the managing agent of any significant remodeling or construction work to be done in his/her unit. The owner is also required to provide the name and address of the contractor involved prior to beginning work.
 - **B.** TOOL STORAGE. Tools, equipment, and materials to be used during the course of remodeling or construction must be stored within the unit and not in the common areas.*
 - **C. DAMAGE AND CLEANUP.** The unit owner is responsible for any damage to building and grounds and cleanup of any messes, spills, leaks or debris left in any of the common areas or limited common areas. *
 - **D. HAZARDOUS MATERIALS DISPOSAL.** All combustible petroleum or other environmentally hazardous materials used during the course of construction should be disposed of by the contractor or owners. Such materials must NOT be placed in the dumpsters.*
 - **E. OLD/LEFTOVER MATERIAL DISPOSAL.** All paint can, wood or carpet scraps or other leftover construction material must be removed from the property. Such materials must NOT be placed in dumpsters.*
 - **F. SCHEDULING.** All work (including setup and cleanup) of the type described above, causing noise, dust, fumes or clutter may only be done Monday through Friday between 8 A.M. and 5 P.M. The Board may waive this restriction in special circumstances.

G. FIREPLACES. Owner(s) or occupant(s) are required to maintain fireplaces in such a manner that the exterior of the building is not discolored in the area of the vent. Owners need to have their chimney cleaned by a professional service on a regular basis, based on the usage of their fireplace so as not to jeopardize the safety of all Window Box Condominium owners.

*If the Board must make arrangements for these matters, the expenses related to such will be charged to the unit owner.

- 7. <u>RESPONSIBILITIES OF LIMITED COMMON AREAS.</u> Limited Common Areas are for the sole and exclusive use of the Units for which they are reserved or assigned; provided, that the use, condition and appearance thereof may be regulated under provisions of the Declaration, Bylaws and House Rules.
 - **A. DECISIONS BY THE BOARD.** Decisions with respect to the standard of appearance and condition of limited common areas, and with respect to the necessity for, and manner of, caring for, maintaining, repairing, repainting or redecorating limited common areas, shall be made by the Board.
 - **B.** ALTERATION. Owners or occupants may not modify, paint, or in any way alter their respective limited common areas without prior written approval of the Board. (Reference: Window Box By Laws Article VIII E Window Box Enabling Declaration 11b, 11c, 20g)
- 8. BUILDING EXTERIOR APPEARANCE. In order to preserve a uniform exterior appearance to the buildings and the common and limited areas visible to the public, the Board shall require and provide for the painting and other decorative finish of the buildings, decks, balconies, patios, yard areas, pool area or other common or limited common areas. The Board will prescribe the type and color of such decorative finishes, and may prohibit, require or regulate any modification or decoration of the buildings, decks, balconies, patios, yard areas, pool area and other common or limited common areas undertaken or proposed by any owner. This power of the board extends to screens, doors, awnings, rails or other visible portions of each unit and building. Unit window coverings (including draperies, blinds, shades, etc.) visible from the exterior or from common areas must be white.
- **9. EFFECT ON INSURANCE.** Nothing shall be done or kept in any unit or in the common or limited common areas which will increase the rate of insurance on the common areas or units. No owner and/or occupant shall permit anything to be done or kept in his/her unit or in the common or limited common areas which will result in the cancellation of insurance on any unit or any part of the common or limited common areas, or which would be in violation of any laws.
- **10.** <u>SIGNS.</u> No sign of any kind shall be displayed to the public view on or from any unit or common or limited common areas without the prior written consent of the Board. Owners may only post "for sale" and "for lease" notices in the windows.

(Reference: Window Box By Laws Article VIII I, Window Box Enabling Declaration 11b, 11c, 11g)

11. <u>PETS</u>. Domestic household pets, such as dogs and cats, may be kept by unit owners; provided that, the keeping of pets shall be subject to such reasonable rules as the Board may from time to time adopt. The Board may require the removal of any animal which the Board, in the exercise of reasonable discretion, finds threatening or disturbing other unit owners unreasonably, and may exercise this authority for specific animals even though other animals are permitted to remain.

(Reference: Window Box By Laws Article VIII J Window Box Enabling Declaration 20d)

- **A. ANIMALS ALLOWED.** No animals shall be permitted in any unit, or in the common or limited common areas, whether as pets or otherwise, except for dogs, cats, fish or birds. Further, they are subject to all governmental laws, ordinances and House Rules.
- **B. DECKS, BALCONIES AND PATIOS.** Unit owners/occupants shall not permit the use of decks, balconies, patios and storage rooms to be used as a place to feed or kennel pets or other animals. Unit owners/occupants shall not permit the use of decks, balconies or patios as a place for their pets or pets of their guests to defecate or urinate.

- **C. COMMON AREAS.** Unit Pets shall not be allowed in any common areas unless carried in arm(s) or on a short leash. Pets are not allowed in any planting area other than the grass. Owner(s)/occupant(s) must clean up after their pets immediately and dispose of waste. Feces, cat litter and other animal waste must be disposed of in a sealed /secured container (eg. tied plastic bag) and placed in the dumpsters. Unit owners/occupants are responsible for clean up and/or damage caused by their pets or by the pets of their guests.
- **D. DISTURBANCE.** Unit owner(s)/occupant(s) shall control their pets so that barking, scratching and other noise does not disturb other unit owners/occupants.
- **E. SIZE OF PETS.** The size of dogs kept in the unit is not currently limited by these rules. However, the rules governing pet behavior will be strictly enforced.
- **F. NUMBER OF PETS.** No more than two (2) pets may be kept in a unit unless owner(s)/occupant(s) lived on property prior to these House Rules being established or has/have written consent from the Board.
- **G. OBSERVING RULES AND LAWS.** Owner(s)/occupant(s) shall at all times keep the common and limited common areas and his/her unit in a strictly clean and sanitary condition, free of rodents and pests, and observe and perform all laws, ordinances, and House Rules, including animal control laws.

12. MISCELLANEOUS HOUSE RULES.

- **A. INDIVIDUAL YARD SALES.** The use of common and limited common areas for the purpose of staging sales of personal property (i.e., "Yard Sale") together with signage indicating such activities is not allowed.
- **B. RECREATIONAL ACTIVITIES.** The common and limited common areas are not to be used as a recreation area for activities such as bike-riding, skate-boarding, etc.
- **C. ROOF ACCESS.** No owner, occupant or guest, etc. shall be allowed on the roof without prior written Board approval. Only management, contractor and Board or Committee members having a legitimate reason should ever be on the roof.
- **13. OFFENSIVE ACTIVITY.** No illegal activity shall be permitted in any unit or common or limited common area, nor shall anything be done therein which may be or become an annoyance or nuisance to other owners and occupants.
 - **A. LANDSCAPING.** No owner(s) or occupant(s) shall landscape any entrance, planting area, deck, balcony or patio appurtenant to his/her own unit except in accordance with State of Texas Property Codes, Window Box Enabling Declaration and Window Box House Rules established by the Board or specific plans approved in writing by the Board.
 - **B. TREE TRIMMING.** The trees on the front side of the condominiums are part of the limited common area and are maintained by the Board of Directors. These trees will be trimmed and maintained as is necessary and may **NEVER** be trimmed by individual owners. The trees on the backside of the condominiums are part of the limited common area that requires Board approval **BEFORE** altering. Since the trimming of these trees can and will affect all surrounding owners, it is required by all owners to follow these procedures for trimming:
 - 1. Homeowner wanting to trim trees must first contact a Board Member in writing.
 - **2.** Both the homeowner and the Board Member will work with the surrounding owners to make sure there is no objection to the proposed trimming.
 - **3.** Once a general agreement on the trimming has been reached, a Board Member will contact a tree trimming company. Again, the Board Member and the homeowner will work with the tree trimming company to make sure the work will be what was agreed upon by the surrounding owners.

- **4.** The agreement of payment is between the owner of the condominium requesting the work and the tree trimming company. The Association will not be responsible for the payment of this work. The role of the Association is to obtain a reputable tree trimming company that is insured and to make sure all surrounding owners are happy with the work to be done **BEFORE** the first limb is cut.
- **C. SOUND TRANSMISSION.** Although sound transmission reduction methods may have been employed in construction of the Window Box Condominiums, all owners and occupants must understand that sound transmission is inherently greater in wood frame buildings than in concrete buildings and that some sound transmission will occur between units and from exterior sources. All owners and occupants shall avoid making unnecessary noises. Using musical instruments, TVs, computers, radios, exercise equipment, and other devices in such a manner as may disturb other owners/occupants is prohibited. (Reference: Window Box By Laws Article VIII J Window Box Enabling Declaration 20e)
- **D. CLEANING ITEMS.** Towels, rugs or other objects shall not be hung from the decks or otherwise displayed in public view. No mops, rugs or other objects shall be dusted or shaken from the windows, decks or doors of any unit nor shall they be cleaned by beating or sweeping on any walkways, decks, balconies, patios or any other exterior part of the common areas.
- **E.** TRASH DISPOSAL. Garbage, refuse or trash of any kind shall not be thrown, placed or kept on any common or limited common areas of the property outside of the dumpsters provided for such disposal purposes. Cardboard must be flattened. Furniture, appliances construction materials, and anything else that is not normal household waste may NOT be deposited in the dumpsters.*
- *If the Board must make arrangements for these matters, the expenses related to such will be charged to the unit owner.
- **14. RENTAL UNITS.** The leasing or renting of a unit by its owner(s) shall be governed by the provisions of this Section and the provisions of By Laws and Enabling Declaration. No unit owner may lease less than the entire unit. Any owner must first occupy a unit for one year before becoming eligible to have a tenant unless given exemption by the Board upon written request.
 - **A. BOARD NOTIFICATION/APPROVAL.** The Board, through the managing agent, shall be notified, in writing, in advance of an owner's intent to rent or lease a unit. Board approval is required as no more than fifteen percent (15%) or a maximum of four (4) units may be rented or leased at any given time. Board response will be in writing and within thirty (30) days. Subsequently, the Board, through the managing agent, shall also be notified of the names of all occupants of the rented or leased unit. No more than two (2) individuals shall occupy anyone bedroom unit, and not more than four (4) individuals shall occupy any two bedroom unit and not more than six (6) individuals shall occupy any three bedroom unit. (Reference: Window Box By Laws Article VIII A)
 - **B. TENANT SCREENING.** This section is applicable to the rental or lease of any unit except when the tenant is a parent, child or sibling of an owner, or a legal partner in ownership. An owner seeking exemption from Tenant Screening must provide written certification of the relationship to the Board as part of the application process. (See "A" above)
 - 1. Any owner who wants to rent or lease must engage a Tenant Screening Service prior to entering into a Lease Agreement. The Service must take the following steps:
 - **a.** Obtain a consumer credit report on the Applicant;
 - **b.** Verify the Applicant's employment for the last two years;
 - **c.** Check the Applicant's rental history in its database and with all landlords during the last two years, either as reported by the Applicant or disclosed by the Service's investigation;
 - **d.** Check the public records in the counties of the Applicants residence for bankruptcy and unlawful detainer actions involving the Applicant;
 - **e.** Report such information as is disclosed by its investigation to the unit owner.
 - 2. If any of 1.a. through 1.e. is not a part of the screening report, the owner will separately verify this information and include it with the screening report to the Board. The submission to the Board must include the name, address and telephone number of the Tenant Screening Service and the Applicant's name.

- 3. The Board will not evaluate the information or make any determination or recommendation as to the suitability of any Applicant. The selection of a suitable and appropriate tenant shall be the sole responsibility of the owner. The Board and the owner shall treat all information received in accordance with the requirements of the Federal Fair Credit Reporting Act and any other applicable state or federal laws and not disclose the contents of any report to the Applicant or any other person not permitted access to such information provided by the Service. Each owner submitting an application for screening shall sign a Non-Disclosure Agreement which spells out the signer's duties under the law with regard to the information provided by the Service.
- **C. WRITTEN LEASES.** All leases or rental agreements shall be in writing and be subject to the Declaration, Bylaws and House Rules. The Board, through the managing agent, must be provided a copy of the lease or rental agreement prior to allowing the tenant and/or occupants to move in.
- **D. TENANT INFORMATION.** The names, phone numbers, and other Board-required information regarding the tenants and/or occupants, must be provided to the managing agent on behalf of the Board, as soon as reasonably possible, but in no case more than fourteen (14) days from the date of occupancy. Required information includes emergency telephone numbers, description of vehicles and licenses, description of pets and license numbers and possibly more, should circumstances require it. This information can be very important in case of emergency and to provide notification regarding rule changes, meetings and maintenance and repairs, etc.
- **E. RULES PROVIDED-STIPULATION.** Owners or their agencies are required to provide a copy of the By Laws, Enabling Declaration, House Rules of The Window Box Condominium Homeowners Association and State of Texas Property Codes (Chapters 81 and 82 pertaining to condominiums) to their prospective tenants PRIOR to move-in. Owners further agree to require each and every tenant to read and sign a Board-approved amendment to the lease or rental agreement that stipulates compliance with all the Window Box Condominiums Home Owners Association's governing documents. The tenants will agree to comply with the provisions of the Bylaws, Enabling Declaration and House Rules of The Window Box Condominium Home Owners Association, as well as State of Texas Property Codes (Chapters 81 and 82 pertaining to condominiums). Copies of all signed documents must be provided to the managing agent.
- **F. TENANT DEFAULT.** Any failure of a tenant to comply with the terms of the Declaration, Bylaws and House Rules of The Window Box Condominium Home Owners Association shall be considered a default under the lease or rental agreement. In the case of such a default, the Board can require the owner to evict the tenant.
- **G. RENT TO ASSOCIATION.** If a unit is rented or leased by its owner, the Board may collect, and the tenant or lessee shall pay over to the Board, so much of the rent for such unit as is required to pay any amounts due The Window Box Condominium Home Owners Association, plus interest and costs if the same are in default over thirty (30) days. The renter or lessee shall not have the right to question payment over to the Board, and such payment will discharge the renter's or lessee's duty of payment to the owner for rent, to the extent such rent is paid to The Window Box Condominium Home Owners Association, but will not discharge the liability of the owner or purchaser and the unit under this Declaration for assessment and charges, or operate as an approval of the lease. The Board shall not exercise this power where a receiver has been appointed with respect to the unit or its owner; nor in derogation of any rights which a mortgagee of such unit may have with respect to such rents.

(Reference: Window Box Enabling Declaration 14m)

- **H. NO TRANSIENT PURPOSES.** With the exception of a lender in possession of a unit following a default in a mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of a foreclosure, no unit owner shall be permitted to rent or lease his/her unit for hotel or transient purposes which shall be defined as renting for any period less than six (6) months.
- **I. RESPONSIBILITY.** Owner(s) will be held responsible for any damage to common areas or limited common areas caused by the tenant(s) or tenant's invitees whether or not the tenant was in violation of the rental agreement or any rules or regulations. Rental of a condominium unit does not constitute a waiver or relinquishment of the owner's responsibilities as specified in the Declaration and the Bylaws.

15. SECURITY. By working together as neighbors, we can be more secure in our homes and community.

- **A.** Report the presence of any suspicious person on the premises to the Police by calling 911.
- **B.** Do NOT leave any outside access or storage door propped open and unattended.
- C. Keep condo doors closed and locked.
- **D.** Remove all personal belongings from your vehicle when not in use.
- **E.** Keep your vehicle(s) locked while parked.
- **F.** Always activate the alarm system in your parked and locked vehicle.
- **G.** Immediately investigate and promptly report any unusual water, noise, smell or other indication that something might be awry to the managing agent, Fire Department, Police, or proper governmental agencies.

16. POOL RULES.

- A. Pool Hours: 8:00 a.m. 10:00 p.m.
- **B.** A resident must accompany all guests. In the event a resident is unable to accompany a guest, the resident must notify a current board member prior to the guest using the pool. Residents are responsible for their guests.
- C. No lifeguard is on duty. Swim at your own risk.
- **D.** Keep all gates closed and locked at all times.
- E. No one under the age of sixteen is allowed to use the pool without adult supervision.
- **F.** No running, no splashing, no diving.
- **G.** No loud music around the pool or any area of the complex.
- H. No glass inside the fenced area of the pool.
- **I.** No animals in the pool area.
- **J. Do not tamper with pool equipment or exterior lighting.** Do not cover light fixtures or unscrew light bulbs. This area must always be lighted for the enjoyment and safety of all residents.
- **K.** If you smoke, please provide your own ashtray. Do not use the concrete, flower beds or flower pots as your ashtray.
- **L.** Remember to clean up after yourself. The pool area is common property for the enjoyment of all residents and their guests.
- **M.** Flush only toilet paper down the pool toilet. Flushing other items such as diapers, tampons, etc. will cause blockage in the sewer line, causing an added expense to the Window Box Homeowners' Association.
- **N.** Shower and change swimwear if coming from another pool or lake. Any contaminants introduced into our pool must be chemically treated resulting in pool closure for several days.
- **O.** Regardless of the time of day, the Waco Police will handle all reported complaints. The association will file charges against any resident or guest causing a disturbance.
- **P.** Residents should report all disturbances/violations to Triliji Group, 752-0663.

17. ENFORCEMENT/DUE PROCESS.

- A. Each owner, occupant, tenant or invitee of a unit shall comply strictly with the provisions of the Declaration, Bylaws and House Rules of The Window Box Condominium Home Owners Association, as the same may be lawfully amended from time to time, and with all Board decisions adopted pursuant to the Declaration, By Laws and House Rules of the Window Box Condominium Home Owners Association. Failure to comply may result in a fine and/or shall be grounds for an action to recover sums due, damages, or injunctive relief, or any or all of them, maintainable by the Board, The Window Box Condominium Home Owners Association managing agent on its behalf.
- **B.** The Board MAY, but is not required to, give written notice of the violation, and state a reasonable period of time for correcting the violation. Alternatively, the Board may immediately cause the correction to be made, depending on the urgency, difficulty and history of the situation. **If the violation is not corrected within the time limit stated within the notice, the Board can make the correction.** Any expenses incurred in correcting the violation shall be imposed on the unit owner and added to the regular monthly dues payable the first month following the completion of the correction. Payment of such expenses or fine shall be enforced in the same manner as provided for the enforcement of collection of other assessments.
- **C.** The Board reserves the right to waive warning for certain offenses (such as having a vehicle impounded that is blocking ingress/egress to the parking area or spaces.
- **D.** Prior to enforcement of a fine, or initiating a legal action against a unit owner, the Board will give the owner(s) charged with the violation an opportunity to be heard as follows:
 - 1. Upon written request by the owner, the Board will give the owner charged with a violation a hearing before the. The notice shall include (a) a statement of the offense, (b) the proposed action and/or fine, (c) the date, time and place of the hearing and (d) whether testimony must be oral, written, or both. The date of the hearing shall be set at least five (5) days from the date the notice is delivered.
 - **2.** At the hearing, the affected owner(s) shall have the right to give testimony as outlined in the notice, subject to reasonable rules of procedure established by the Board to assure a prompt and orderly resolution of the issue at hand.
 - **3.** The owner(s) charged with a violation shall be notified in writing of the decision of the Board within ten (10) days of the decision.
- **E.** In enforcing these rules, the Board may delegate its function(s), including the determination of whether a violation has occurred, and the remedy therefore, to an agent, including but not limited to a group of not less than three (3) directors or the managing agent.
- **F.** Owners shall be financially responsible for all damages caused by their tenants, guest or invitees and for any fines imposed as the result of conduct on the part of their tenants, guests or invitees. Any charges for damages or fines shall be assessed against the unit in which the party responsible for the damages rented or was visiting and shall be enforceable in the same manner as is provided for the enforcement of other assessments.
- G. A fine properly imposed against an owner constitutes a lien upon the unit of that owner.
- H. Fine schedule:

Offense Fine

1st Notice to comply

 2^{nd} \$25.00 3^{rd} \$50.00 4^{th} \$100.00

Subsequent Offenses: \$100.00

I. Late Fees for monthly homeowners' dues and/or special assessments. Payment Received on:

1-10 No Late Fee 11-20 \$25.00 21-31 \$50.00

J. Legal proceedings will be started once owner(s) is more than sixty (60) days in arrears

The House Rules of the Window Box Condominium Home Owners Association have been adopted by your Board but may be amended as necessary from time to time. Please remember that the purpose of the House Rules is to serve as guidelines for those of us who live here and to do so in a safe, peaceful and comfortable manner.

These rules were first adopted in accordance with our Declaration, By Laws and State of Texas Property Codes at the November 18, 2009 meeting of the Board of Directors. These rules were unanimously approved by those present at that meeting. The rules were first published to all owners on January 12, 2010 and distributed to those owners present and mailed to owners absent as specified in the minutes of the Annual Window Box Home Owners Association Meeting.

THE WINDOW BOX CONDOMINIUMS A BEAUTIFUL PLACE TO LIVE

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