



## **RULES AND REGULATIONS OF INDCREEK ASSOCIATION, INC.**

The following Rules and Regulations, together with any amendments or supplements as may hereinafter be adopted and approved, shall govern the use of the Units, the conduct of all residents thereof, and the use of the Common Elements and the Condominium Property.

The Rules and Regulations detailed below were approved by the Indian Creek Condominium Homeowners Association (HOA) Board on the **February 12, 2026**. These Rules and Regulations supersede any earlier version of the Rules and Regulations.

### **Section I - Rules Regarding Use**

- A. Units shall be used only for residential purposes. No more than two (2) individuals shall occupy any one-bedroom Unit and not more than four (4) individuals shall occupy any two-bedroom Unit.
- B. Unit Owners shall not use or permit the use of their premises or Unit in any manner which would be disturbing or be a nuisance to other Owners, or in such way as to be injurious to the reputation of the condominium.
- C. Unit Owners shall not within their Units nor upon any part of the Common Elements conduct or permit any activity or use which would be obnoxious or offensive to the other Owners on account of noise, odor or unsanitary conditions.
- D. No Unit Owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium Property.
- E. No Unit Owner shall store any dangerous explosive or inflammable liquids or other materials either in his Unit or upon the Common Elements.
- F. The use of the Condominium Parcels shall be consistent with existing law and the Declaration to which the Bylaws become a part.
- G. Common Elements shall not be obstructed, littered, defaced or misused in any manner.
- H. No structural changes or alteration shall be made in any Unit without prior written consent of the HOA Board of Directors and any mortgagee holding a mortgage on said Unit.
- I. No outdoor clothes lines may be erected, and nothing shall be hung or exposed on any part of the Common Elements.
- J. Common walks and other Common Elements shall be kept free from rubbish, debris and other unsightly materials, and shall not be obstructed, littered, defaced or misused in any manner.

## **Section II - Applicability of Rules and Regulations**

- A. These Rules and Regulations govern the conduct of all residents of Condominium Property regardless of whether the resident is a property owner, a tenant, a guest, or an invitee.
- B. Unit Owners who lease their Units are expected to convey and share the most updated version of these Rules and Regulations with their tenants. The mere existence of a tenancy relationship absolves neither the Unit Owner or the tenant from potential liability for violation of these Rules and Regulations.

## **Section III Signage and Decoration**

- A. A Unit Owner shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside of walls of the Owner's Unit, and no sign, awning, shutter, or antenna shall be affixed to or placed on the exterior walls or roof, or any part thereof, without the prior written consent of the Association. Holiday or seasonal decorations are permitted during the season and must be timely removed upon the conclusion of the holiday or season. It is presumed that "timely removal" is ten (10) calendar days or less.
- B. No "for sale" or "for rent" signs or other window displays or advertising shall be permitted on any part of the Condominium Property or in any Unit except as may be authorized in writing by the Association. The Association has agreed to allow "for sale" or "for rent" signs to be placed in "inside" Unit windows.
- C. Open House signs are permitted on the Condominium Property, but can only be displayed on the actual date of the open house and placed only in front of the Unit it pertains to. The realtor, their representative, or Unit owner must be present at all times during the open house.

## **Section IV - Parking and Vehicles**

- A. No Unit Owner or occupants of any Unit shall be entitled to have more than two (2) motor vehicles of any type parked or located on the Condominium Property.
- B. Under cover parking spaces are assigned by the Association through the HOA Board. Spaces not under cover are available to owners and guests.

## **Section V - Unit Doors**

- A. Owners may install or replace Unit doors at their expense.
- B. Style and color of exterior doors must be approved by the Association through the HOA Board prior to installation.
- C. A list of approved colors is available from the HOA Board.

## **Section VI - Patios, Decks, and Exterior Enclosures**

- A. Patios and decks are Limited Common Areas intended for the exclusive use of the Unit Owner except where said decks and patios limit access to Common Areas. In that situation, the deck or patio shall be considered an access easement.
- B. Unit Owners are required to keep their patios clean and sanitary. Failure to do so may

result in management hiring a third party to clean it up. In such circumstance, the HOA Board may bill the Unit Owner for the cost of cleanup.

- C. Unit Owners are required to maintain the patios, decks, and enclosures associated with that Unit in sufficient condition to prevent deterioration. This includes (but is not limited to) fences, storage units, roofs, and other similar appurtenances.
- D. Wood fences and enclosures must be painted with the paint provided and paid for by the Association. All labor must be provided by the Unit Owner at the Unit Owner's expense.
- E. Wood decks naturally deteriorate and need to be periodically treated with preservative coatings. These coatings shall be purchased and applied at the Unit Owner's expense. If any wood decks or fences are allowed to deteriorate so as to create a potential safety hazard, the Association, acting through the HOA Board, is authorized to remove or repair the hazard at the Unit Owner's expense.

### **Section VII - Solid Waste Removal**

- A. The expense of solid waste removal is included in the Unit Owners' monthly assessments. It is the responsibility of the Unit Owners to deposit solid waste in the dumpsters provided.
- B. Table scraps and organic refuse shall be enclosed in plastic trash bags and securely tied before depositing in the dumpsters.
- C. Covers integrated with the dumpsters shall be kept closed at all times.
- D. The dumpsters are maintained and emptied by the City of Waco. The City has strict rules about what can be deposited in the dumpsters. These rules are posted by the dumpsters and include:
  - 1. No appliances;
  - 2. No bulk items such as tires, carpets, construction waste, mattresses, or furniture;
  - 3. No batteries;
  - 4. No hazardous chemicals, oil, or flammable materials;
  - 5. No paint cans unless open and dry.
- E. Unit Owners are encouraged to keep themselves up to date with the City's solid waste disposal restrictions by going to <https://www.waco-texas.com/cms-solidwaste/>.
- F. These rules shall be enforced by the Association. Failure to comply with the rules shall result in a fine of \$250 per occurrence.
- G. It is not permissible for remodeling contractors to deposit their construction waste in the dumpsters. Disposal of construction waste elsewhere must be included in the contractor's fee, which shall be paid by the Unit Owner.

### **Section VIII - Pets**

- A. No animals shall be kept except domesticated dogs, cats, and parakeets. This excludes pigs, snakes, lizards, ferrets, and other exotic creatures. Such pets may not be kept or bred for any commercial purposes and shall have such care or restraint so as not to be obnoxious or offensive on account of noise, odor, or unsanitary conditions.
- B. No animal shall be kept for any commercial purposes.
- C. No savage or dangerous animal shall be kept.

- D. No pets may be permitted to run loose upon the Common Elements.
- E. No more than two (2) pets are allowed per Unit.
- F. Pets must be leashed or tethered at all times when walking the premises.
- G. Owners are required to pick up any feces deposited by their pet(s) on the premises. Failure to do so will result in a fine. The first offense is \$25; additional offenses are \$50 per occurrence.

### **Section IX - Swimming Pool**

- A. The gates must be kept locked at all times. Keys may be obtained from management for a nominal fee.
- B. An Indian Creek Unit Owner must accompany their guests at all times.
- C. No pets are allowed in the pool area at any time.
- D. No more than 15 people shall be in the pool at any time.
- E. Any persons under the age of 18 years must be supervised by an adult; minors are not allowed to drink alcoholic beverages on the premises.
- F. Glass containers are prohibited in the pool area.
- G. No running is permitted in the pool area.
- H. Appropriate swimming attire is required. No diapers are permitted in the pool.
- I. Loud music or noise is prohibited.
- J. No type of cooking grill is allowed in the pool area.
- K. Pool hours are from 8:00 AM to 10:00 PM.
- L. Do not leave trash at the pool. Unit Owners and their guests are expected to clean up after themselves.
- M. Close the umbrellas when you leave; return all furniture to its proper place.
- N. The life saver ring or device is for emergency use only, not for personal flotation or recreational use.
- O. In case of emergency, use the phone near the Clubhouse door to call 911 for help.
- P. *There is no lifeguard on duty; swim at your own risk.***
- Q. Should you observe anyone who does not live at Indian Creek using the pool facilities who is not accompanied by a member, call the police at 254-750-7500. Trespassers are not welcome. Violations of the Rules may result in suspension of privileges and/or fines levied against the member in violation.

### **Section X - Clubhouse**

- A. Unit Owners/Renters must be in good standing to rent the Clubhouse. Any outstanding violations, fines, assessments or late fees on your account will preclude you from renting.
- B. An Indian Creek HOA Board member may enter the Clubhouse at any time, for any reason, during any event being held at the facilities to ensure that proper care of the facilities is being taken.
- C. If a Unit Owner has "rented their property", the Unit Owner relinquishes their rental privileges to the Clubhouse.
- D. The Clubhouse may be rented between the hours of 8am and 10pm. An extension to midnight may be requested for Friday and Saturday events.
- E. A refundable security deposit of \$100.00 must be provided to cover any excessive cleaning, repair/replacement of damage, replacement of keys, or failure to abide by the rules. Any

cost exceeding the security deposit will also be paid by the Unit Owner/Renter named above in this contract. There is also a \$25.00 non-refundable HOA administrative fee required. The Unit Owner/Renter must submit two (2) separate checks, one for the Security deposit (\$100) and one for HOA administrative fee (\$25) made payable to Cromwell Management - Indian Creek and these must be submitted with this completed and signed Rental Agreement before the Clubhouse key will be issued. Checks must be received at least 2 weeks prior to the event.

- F. Unit Owner/Renter agrees to pay \$50.00 /hour for exceeding requested event end time, and this will be deducted from the Security deposit.
- G. The Unit Owner/Renter must be 21 years of age to rent the Clubhouse and is considered the host of the function. He/she MUST BE PRESENT throughout the entire event.
- H. The Unit Owner/Renter is responsible for seeing that their guests follow all HOA rules.
- I. The maximum number of people in attendance at one time must not exceed 50.
- J. Smoking is prohibited inside the clubhouse.
- K. For the safety and enjoyment of all guests, the Clubhouse is an alcohol-free zone.
- L. All trash must be removed from the kitchen and Clubhouse and put into dumpsters or removed from premises. Please replace the trash bag(s) with a fresh bag (bags provided by the HOA (located in the kitchen area).
- M. To comply with fire safety rules, both the front and back doors of the gathering area must remain unlocked during the event.
- N. The Clubhouse key will be available for pick up 24 hours prior to the event.
- O. The rental of the Clubhouse DOES NOT include the pool.
- P. Using adhesive or tacks to hang decorations on the walls/ ceilings is prohibited.
- Q. Parking is limited to the Clubhouse and overflow parking lots, but on a first come, first serve basis. At no time should any guest park under the Owner carports which are assigned to Indian Creek residents only. Violators may be towed without warning at the owner's expense.
- R. The fireplace is not functional. No combustible material or fire is allowed in the hearth.
- S. Prior to renting the Clubhouse, the *Clubhouse Rental Agreement and Checklist agreement* must be completed and returned to the HOA.

### **Section XI – Expenditures**

- A. The HOA Board President is authorized to spend up to \$500 per month without the approval of the rest of the HOA Board for non-emergency expenses.

### **Section XII – Rental Cap Enforcement**

- A. As established during the HOA Board's special meeting on August 29, 2023, a rental cap of 25% is in effect. This cap limits the number of condominium units that may be used as rentals to a maximum of 14 units at any given time. The policy ensures that no more than 25% of the total units within the community are designated for rental purposes.
- B. All rental requests must be submitted to the HOA Board for review. Approval is required prior to the Property Management Company initiating any rental agreement. The HOA Board will evaluate each request to ensure compliance with the established rental cap and other governing policies.

- C. The following leasing provisions apply to all rental arrangements within the community:
  - 1. Units may only be rented in their entirety. Partial or fractional rentals are not permitted.
  - 2. All leases must be in writing and have an initial term of no less than thirty (30) days, unless prior written consent is obtained from the HOA Board.
  - 3. Unit Owners must notify the HOA Board of any executed lease within ten (10) days, including any additional information the HOA Board may require.
  - 4. Owners are responsible for providing to their renters copies of the Amended Declaration, By-Laws, and these community Rules and Regulations.

### **Section XIII - Enforcement**

- A. The Association, by and through the HOA Board, is authorized to enforce these Rules and Regulations in a reasonable manner, including but not limited to the imposition of reasonable fines and the suspension of rights or privileges.
- B. The enforcement remedies of the HOA Board are deemed to be cumulative of all other rights and remedies afforded under the Declaration, the Bylaws, these Rules and Regulations, and applicable law.