



COMMUNITY RULES OF THE BRANCH ADDITION HOMEOWNER'S ASSOCIATION, INC.

December 09, 2019

The following Homeowners Association Rules (these "HOA Rules") are established by the Board of Directors (the "Board") of The Branch Addition Homeowner's Association, Inc., (the Association") as the rules and regulations for the day to day maintenance, operation, and enjoyment of The Branch Addition. These HOA Rules are subject to amendment from time to time by the Board, PROVIDED HOWEVER, that such rules may not be in conflict with applicable law or the superior Governing Documents.

These HOA Rules are of equal dignity with, and shall be enforceable in the same manner as the provisions of the Declaration of Covenants, Conditions and Restrictions recorded at Document No. 2019040603 of the Official Public Records of McLennan County, Texas, and as same may be further amended, modified or restated from time to time (the "Declaration").

However, in the event of a conflict between the following "Governing Documents", the hierarchy of authority shall be as follows: the Declaration, as amended from time to time (the highest), the Association Bylaws (second highest), and these HOA Rules (lowest). These HOA Rules are effective as of the date hereof and shall continue in full force and effect until amended by the Board in accordance with the powers and subject to the limitations imposed on those powers. Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the Declaration or the Bylaws.

By owning or occupying a Lot subject to the Declaration, each Owner, Resident and other Occupant agrees to abide by these HOA Rules, as well as the obligations of Owners, Residents and Occupants as provided in the Declaration and Bylaws.

For the convenience of the Owners, residents and occupants, these HOA Rules may restate some of the rules, covenants and restrictions contained in the Declaration. Most of these HOA Rules are, however, in addition to the rules, covenants and restrictions found in the Declaration.

A. COMPLIANCE

A-1. Compliance: Each Owner shall comply with the provisions of these HOA Rules, the Declaration, the Bylaws, and, subject to the limitations set forth in the first paragraph above, any association policies hereafter promulgated by the Board to supplement

these HOA Rules, as any of the same may be revised from time to time (collectively, the "Governing Documents"). Each Owner is responsible for compliance with the Governing Documents by the residents or occupants of his property, and his or their respective family, guests, invitees, tenants, agents, employees, or contractors, and shall therefore also be responsible for any damages, reimbursement obligations, or fines resulting from the violation of the Governing Documents by such persons. Use of the terms "Owner" or "Resident" in these HOA Rules shall be deemed to include and apply to the Owner and to all persons holding or occupying a property by, through, under, or at the sufferance of an Owner. The term "Resident" shall include any occupant of commercial property, as well as the occupants of the residential property. An Owner should contact the Board to resolve any question about these HOA Rules.

A-2. Additional Rules: Each Owner, Resident or other occupant shall comply with all rules and signs posted from time to time on by the Association. Such posted rules are incorporated in these HOA Rules by reference.

A-3. Waiver: Certain circumstances may warrant waiver or variance from these HOA Rules. An Owner must make written application to the Board for such waiver or variance. If the Board deems the waiver or variance warranted, the Board may condition its approval, which must be in writing to be effective. No waiver or variance shall establish a precedent as to future applications; however, in determining whether to grant or deny any application, the Board shall act in good faith and not arbitrarily or capriciously.

B. Rules

B-1. Late Fees: In the event that an Owner is more than 30 days past due on the payment of any regular or special assessment, there will be a late charge added to such payment of \$25.00. This provision applies unless a pay-out agreement has been entered into in accordance with the recorded pay out provisions of the Association in which case the agreement shall apply.

B-2. Interest: In addition to the late fee, there shall be charged interest on the late payment at the highest rate allowed by law or if no highest rate established then 1.5% per month from the date the assessment was due until fully paid. This provision applies unless a pay-out agreement has been entered into in accordance with the recorded pay out provisions of the Association in which case the agreement shall apply.

B-3. Attorney Fees: In the event it becomes necessary for the Association to secure the services of an attorney to collect delinquent amounts, then the Owner shall be responsible to reimburse the Association for the attorney fees so spent.

B-4. Transfer Fee: A Transfer Fee of \$50.00 will be assessed on the sale of each lot to cover the costs of the Resale Certificate.

B-5. Vehicles: No vehicle, boat or trailer, which is inoperative, wrecked, dismantled,

discarded or which does not have, (i) a lawful license affixed thereto, (ii) an unexpired license plate or plates, (iii) a valid motor vehicle safety inspection certificate, and if applicable, (iv) a lawful boat registration, shall be permitted upon any lot. Such vehicles or boats in violation shall be subject to being towed away by the Association, without notice, at the owner's expense. The owner grants to the Association permission to come upon owner's lot to enforce these provisions.

No truck or van with more than two axles, service vehicles (including but not limited to, those containing multiple tool boxes, ladder racks, welding equipment, construction equipment or other similar equipment or accessories), boat, trailer, motor home, mobile home, house trailer, or recreational vehicle, may be kept on the street in front of any lot, or upon any lot, unless it is kept inside the garage or yard areas, on a paved surface, behind fences or gates, and concealed from public view. No vehicle, trailer or boat of any kind may be parked on lawn areas for any reason. These restrictions shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and used for the construction, repair and maintenance of the Subdivision or of any properties in the Subdivision. Passenger vehicles may be parked on the street in front of lots for periods of time not to exceed twelve (12) hours in any twenty-four (24) hour period. Any vehicle, trailer or boat in violation of these rules may be towed away by the Association at any time without notice to the owner at the lot owner's expense. The owner grants to the Association permission to come upon owner's lot to enforce these provisions. This restriction is not to be construed to prohibit periodic overnight guests from parking passenger vehicles on the street, but is to specifically prohibit residents from using the street as the usual overnight parking for vehicles, trailers or boats. No major repair work, dismantling, or disassembling of motor vehicles or other machinery or equipment shall be permitted in or on any drive, street, garage, carport or any part of any lot.

No motorcycles, motorbikes, dirt-bikes, motor-scooter , go-carts, or three and four wheel "off- road" vehicles, nor any similar vehicles, whether licensed or unlicensed may be operated by unlicensed operators on any lot or on any street in the Subdivision. Furthermore, no motor vehicle that is operated, either legally or illegally, on the lots or on the streets of the Subdivision shall be permitted to make or emit any noxious or offensive noises, smells, or fumes, or to be operated in such a manner that may be or become a danger, nuisance or annoyance to the neighborhood.

B-6. Short Term Rentals: No residence shall be used for short term rental such as VRBO or Air B&B or similar. Short term rental is defined as any period shorter than 30 days.

B-7. Yards: The Association shall maintain the front, rear, side yards, trees and flower beds installed by the home builder of each lot in accordance with these rules.

The Association will contract with a Landscape Contractor to mow the yards. The contract will provide for a definite number of visits per year. The actual day of the week for the visits shall be established from time to time by the Association and Owners will

be notified in advance. If an Owner wants additional visits beyond those established by the contract, it will be the Owner's responsibility.

Each Owner shall prior to the mowing day, remove all personal items from the yard such as children's toys, lawn tools, water hoses, etc. The intent is that the Landscape Contractor will have free and uninterrupted passage upon the yard for the purposes of mowing, edging and blowing. If the yard has not been adequately prepared prior to the mowing day and the Landscape Contractor assess a fee to prepare the yard, such fee shall be assessed against the owner and the lot.

The contract with the Landscape Contractor will include limited trimming of shrubs and trees. The contract will be based upon a typical yard as established by the Board of Directors. If an Owner has planted a substantial number of shrubs and trees, the additional cost as established by the Landscape Contractor will be passed on to the Owner as an assessment.

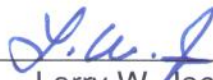
The contract with the Landscape Contractor will not include planting, watering or maintenance of grass, trees, shrubs, flowers, flower beds or vegetable gardens (other than mowing and trimming as previously provided).

Each Owner shall submit an initial landscaping plan to the Architectural Control Committee for review and approval subject to the provisions of the Declaration. After approval, all work required by the plan shall be commenced as soon as reasonably possible and completed within 90 days of approval. Any additional or supplemental planting or removal must be submitted to the Architectural Control Committee for approval.

Each Owner shall be responsible for watering their yard in sufficient quantity as to maintain a healthy lawn subject to any watering restrictions that might be in force from the City of Woodway, Texas.

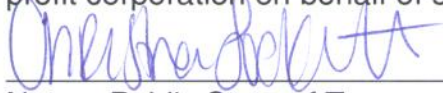
Each Owner releases the Association from any damage that may occur to the Owner's property whether caused by the Association or the Landscape Contractor.

The Branch Addition Homeowner's Association, Inc.

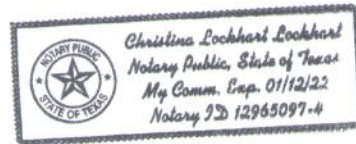
By: 
Larry W. Jackson
Its: President

Acknowledgement

This instrument was acknowledged before me on December 09, 2019, by Larry W. Jackson, President of The Branch Addition Homeowner's Association, Inc. a Texas non-profit corporation on behalf of said corporation.



Notary Public State of Texas



Return To:
Larry W. Jackson
511 State Highway 7 West
Kosse, TX 76653-3554

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



J. A. "Andy" Harwell, County Clerk
02/11/2020 08:04 AM
Fee: \$32.00
202004634 RESTRICT
McLennan County, Texas