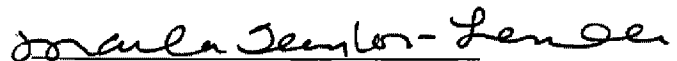


CERTIFICATE OF ADOPTION

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

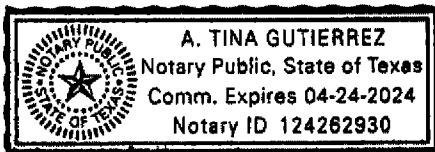
The undersigned, Marla Taylor-Landers, qualified and acting President of Overlook Estates Homeowners Association, Inc. a Texas non-profit corporation (the "Association"), hereby certifies on behalf of the Association that the following document attached hereto as Exhibit A is a true and correct copy of the Community Rules which were adopted by the Association's Board of Directors at a meeting of the Board held on the 2nd day of September, 2022.

IN WITNESS WHEREOF, the undersigned has executed this certificate as President on behalf of the Association on the 2nd day of September, 2022.


Marla Taylor-Landers, President

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 2nd day of September 2022, by Marla Taylor-Landers, President of Overlook Estates Homeowners Association, Inc, a Texas non-profit corporation on behalf of said non-profit corporation.




Notary Public Signature

EXHIBIT A

Community Rules of

Overlook Estates Homeowners Association, Inc

**COMMUNITY RULES
OF OVERLOOK ESTATES HOMEOWNERS ASSOCIATION, INC.**

The following Community Rules are established by the Board of Directors (the "Board") of Overlook Estates Homeowners Association, Inc. (the "Association") respecting The Overlook Estates Section One and Section Two Subdivision, a subdivision in Williamson County, Texas according to the Plats recorded in Cabinet R, Slides 211 and 212 and Cabinet R, Slides 213 and 214, Plat Records of Williamson County, Texas (collectively, the "Overlook Estates Subdivision") (as well as such other phases of such Subdivision as may hereafter be annexed) as the rules and regulations (the "Rules") for the day to day maintenance, operation, and enjoyment of property located in the Overlook Estates Subdivision.

These Community Rules are adopted by the Association's Board of Directors pursuant to authority set forth in Article VI section 1 (a) of the Bylaws of Overlook Estates Homeowners Association, Inc. and are ratified and approved of by the Members of the Association pursuant to the Declaration of Covenants, Conditions and Restrictions, Overlook Estates, Section One and Two (the "Declaration") dated August 16, 1999 and recorded as Document 199955777 in the Official Public Records of Williamson County, Texas, as amended by the First Amendment to Restrictive Covenants of Overlook Estates, Sections One and Two, dated February 2, 2000 and recorded as Document no. 2000007567 and 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 Governing Documents (as defined below) and must affect the common area or must commonly affect all Lots.

These Community Rules are of equal dignity with, and shall be enforceable in the same manner as the Declaration, as same may be amended, modified or restated from time to time;

Any Edwards Aquifer Protection Plans for the Overlook Estates Subdivision recorded in the Official Public Records of Williamson County, Texas (the "PCAB's"), and the Restrictions set forth in the Plat (the "Plat") recorded in Cabinet R, Slides 211 and 212 and Cabinet R, Slides 213-214, Plat Records of Williamson County, Texas. The Declaration, PCAB's and Plat, together with the articles and bylaws of the Association are collectively hereinafter called the "Governing Documents".

If there is a conflict between the Governing Documents, the hierarchy of authority shall be as follows: the PCAB (the Highest), the Declaration, as amended from time to time (the second highest), the Associations Articles (third Highest), the Bylaws (forth highest), these Community Rules (lowest). These Community 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.

By owning or occupying a Lot or residence in the Overlook Estates Subdivision, each Owner and resident agrees to abide by these Community Rules, as well as the obligations of Owners and residents as provided in the Governing Documents.

For the convenience of the Association and residents, these Community Rules restate some of the rules and covenants contained in the Governing Documents. Most of these Community Rules are, however, in addition to the restrictions found in the Governing Documents.

A. COMPLIANCE

A-1. Compliance. Each Owner shall comply with the provisions of these Community Rules, and the Governing Documents, and, subject to the limitations set forth above, any community policies hereafter promulgated by the Board to supplement these Community Rules, as the same may be revised from time to time. Each Owner, is responsible for compliance with the Governing Documents by the residents or occupants of his Lot, and his or their respective family, invitees, tenants, agents, domestic employees, or contractors. Accordingly, use of "Owner" or "resident" in these Community Rules shall be deemed to include and apply to the Owner and to all persons holding or occupying a Lot by, through or under or at the sufferance of an Owner. An Owner should contact the Board to resolve any question about these Community Rules.

A-2. Additional Rules. Each Owner shall comply with all rules and signs posted from time to time on the Overlook Estates Subdivision by the Association, including those regulating the use of common areas, common area amenities, recreational, mail and parking facilities. Such posted rules are incorporated in these Community Rules by reference. Each Owner shall comply with notices communicated by the Association, from time to time, in the nature of seasonal or temporary rules (such as winter storm precautions), or notice of a change affecting use of the common area amenities of the Subdivision. Such temporary rules are incorporated in these Community Rules by reference. Posted rules and seasonal rules may not exceed the Board's scope of authority as set forth in the first paragraph of these Community Rules.

A-3. Waiver. Certain circumstances may warrant waiver or variance or these Community 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 precedence as to future application, however in determining whether to grant or deny any application, the Board shall act in good faith and not arbitrarily or capriciously.

B. OBLIGATIONS OF OWNERS AND RESIDENTS

- B-1. Safety. Each Owner is solely responsible for his own safety and for the safety, well being and supervision of his family and guests and any person on the common areas of the Subdivision to whom Owner has a duty of care, control, or custody.
- B-2. Damage. Each Owner is responsible for any loss or damage to his residence, other Lots, the personal property of other residents or their guests, or to the common elements, common areas or common area amenities, if such loss or damage is caused by the Owner or by any person for whom the Owner is responsible.
- B-3. Owner's Duty to Insure. Each resident is solely responsible for insuring his or her Lot and improvements thereon and all personal property, including his or her furnishings, motor vehicles, and items kept in parking or storage areas, if any, provided by the Association. Personal property placed in or on the Overlook Estates Subdivision shall be solely at the risk of resident or the Owner of such personal property. **THE ASSOCIATION ADVISES OWNERS AND RESIDENTS TO PURCHASE INSURANCE ON THEIR PERSONAL BELONGINGS.**
- B-4. Risk Management. No Owner shall permit anything to be done or kept in his Lot or the common areas or common area amenities which will result in the cancellation or increase in the rate of insurance on any Lot, or any part of the common areas or common area amenities, or which may be in violation of any law.
- B-5. Reimbursement for Enforcement. An Owner shall promptly reimburse the Association for any expenses incurred by the Association in enforcing the governing documents against the Owner, his Lot, or persons for whom the Owner is responsible.
- B-6. Reimbursement for Damage. Subject to the Association's compliance with the notice and due process requirements of the Declaration, an Owner shall promptly reimburse the Association for the cost of damage to the common areas or common area amenities, community mail boxes or other common area improvements caused by the negligent or willful conduct of the Owner or other persons for whom the Owner is responsible.

- B-7. Information to be Furnished. Not later than the 30th day after the date of acquiring an interest in a Lot, the Lot Owner shall provide the Association with:
- a. the Lot Owner's mailing address, telephone number, and driver's license number, if any;
 - b. the name and address of the holder of any lien against the Lot, and any loan number;
 - c. the name and telephone number of any person occupying the Lot other than the Lot Owner; and
 - d. the name, address and telephone number of any person managing the Lot as agent of the Lot Owner.

A Lot Owner shall notify the Association not later than the 30th day after the date the Owner has notice of a change in any information required in item (a)-(d) above, and shall provide the information on request by the Association from time to time.

C. OCCUPANCY STANDARDS

- C-1. Numbers. A Lot may be occupied by no more than three persons per bedroom, unless higher occupancy is mandated by public agencies that enforce compliance with the familial status protection of the Fair Housing Act. To the extent that the "Single Family" requirements of the Governing Documents or the zoning restrictions affect the occupancy standards, and are enforceable, the same shall be controlling to the extent they mandate a lower occupancy level.
- C-2. Danger. The Association may prohibit occupancy by a person who constitutes a direct threat to health or safety of other persons, or whose occupancy would result in substantial physical damage to the property of others, pursuant to the Fair Housing Act.
- C-3. Occupancy Defined. Occupancy of a Lot, for purposes of these Community Rules (and for the purpose of distinguishing a use for a transient purpose), shall mean residential occupancy of at least 90 continuous days or 180 non-continuous days in any 12-month period.
- C-4. Term of Lease. A Lot may be not be leased, used or occupied for hotel or transient purposes. Less than the entire Lot may not be leased or sublet (however this shall not prohibit Owner's or their tenants from having house mates, nanny's, live in domestic help, live in relatives or from hosting exchange students. The lease, use or occupancy of a Lot for 90 continuous days or less or for 180 non-continuous days or

less in any 12-month period shall be deemed a use for a transient purpose.

- C-5. Written Leases. Each lease must be in writing, and an Owner shall provide the board with a copy of each lease of that Owner's Lot. Each lease must have a copy of these Community Rules attached thereto and these Community Rules, as well as the Governing Documents, must be made applicable to all tenants and occupants under each lease.

D. GENERAL USE AND MAINTENANCE

- D-1. Residential Use. Each Lot must be used solely for residential use, and may not be used for commercial or business purposes or as an apartment, flat, lodging house, bed and breakfast establishment, or similar use. This restriction shall not prohibit a resident from using his Lot for personal business or professional pursuits, provided that: (i) such use is incidental to the Lot's residential use; (ii) such use conforms to all applicable laws and ordinances; (iii) there is no material external evidence of such use; and (iv) such use does not entail visits to the Lot by the public, employees, suppliers, or clients.
- D-2. Annoyance. No Lot may be used in any way that: (i) may reasonably be considered annoying to occupants of neighboring Lots; (ii) may be calculated to reduce the desirability of the Subdivision as a residential community; (iii) may endanger the health or safety of other residents; or (iv) may violate any law or any provision of the Governing Documents. Service areas, storage areas, and facilities for hanging, drying or airing clothes or household fabrics (including without limitations clothes lines) shall be screened from view from all other Lots and common areas. Lumber, grass, plant waste, shrub and tree clippings, metals, bulk materials, scraps, refuse and trash of all kinds shall not be kept, stored or allowed to accumulate on the Lots or common areas, except within enclosed structures which are screened from neighboring views.
- D-3. Maintenance. Each Owner, at his sole cost and expense, shall maintain his Lot and all improvements and landscaping thereon and keep it in good repair.
- D-4. Patio/Terrace/Balcony. Each resident shall keep his front and any visible side yards, and any patio, terrace or balcony visible from any street in a good state of cleanliness. If the Board determines that any such yard, patio, terrace or balcony is unsightly, the Owner shall be given notice by the Board to correct the problem within 5 days, after which the Board may take corrective action at the Owner's expense.

- D-5. Glass. Lot Owner's, at their sole cost and expense, shall promptly repair and replace any broken or cracked glass in any windows and door of any residence located on such Owner's Lot.
- D-6. Air Conditioning Equipment. Lot Owner's, at their sole cost and expense, shall maintain, repair, and replace the heating and cooling equipment/system serving each Lot. Exterior heating and cooling equipment shall be screened from street and neighboring views by use of landscaping, approved fencing or if located on any roof, by other Board or Architectural Control Committee approved screening methods.
- D-7. Combustibles. A resident shall not store or maintain, anywhere on a Lot explosives or materials or deemed extra hazardous to life, limb or property. Firewood shall be stored in an area that is screened from street and neighboring views. **Butane and fuel tanks (other than for gas grills), are permitted only if approved by the Architectural Control Committee.**
- D-8. Barbecue Grills. The use of any outdoor cooking grills are permitted subject to the following: (i) open cooking grill fires must be supervised at all times; (ii) gas tanks must be properly used and maintained; (iii) no flames may be higher than the cooking surface; and (iv) a grill may not be used near combustible materials.
- D-9. Report Malfunctions. A resident shall immediately report to the Board his discovery of any leak, break, or malfunction in any common element or common area improvement or amenity for which the Association has a maintenance responsibility. The failure to promptly report a problem may be deemed negligence by the resident, who may be liable for any additional damage caused by the delay in reporting.
- D-10. Utilities. Each resident shall endeavor to conserve the use of utilities furnished to any common area amenity.
- D-11. Structural Hazard or Danger. No Owner shall do any act or place any object in his Lot which would create a structural hazard or endanger the structure of any adjacent Lot.
- D-12. Planters and Furniture. Landscaping planters and exterior furniture which may be viewed from streets or other Lots shall be kept neat and in good repair.
- D-13. Basketball Hoops, Pools, and Other Recreational Features. Any Owner who installs any basketball hoop, pool, spa, hot or cold tub, sport court or other recreational feature (collectively, "Recreational Features"), shall locate such Recreational Feature in the backyard of such Owner's Lot. Written consent from the Board or Architectural Control

Committee must be obtained to locate any such Recreational Feature in any front yard or in any side yard that is visible from any street.

E. GENERAL USE & MAINTENANCE OF COMMON AREAS OR COMMON AREA AMENITIES

- E-1. Intended Use. Every common area and common area facility in the Overlook Estates Subdivision may be used only for its intended use and obvious use. For example, walkways, stairways, sidewalks, and driveways are to be used exclusively for purposes of access, not for social congregation or recreation. No portion of the Overlook Estates Subdivision may be used for the take off, storage or landing of aircraft (except for isolated medical emergencies).
- E-2. Grounds. Unless the Board designates otherwise, residents may not use or abuse the landscaped areas, lawns, beds, and plant materials on the common areas or common area amenities. The following are expressly prohibited: drilling, mining, planting and pruning.
- E-3. Abandoned Items. No item or object of any type shall be stored, placed, or maintained anywhere on the common areas or common area amenities, except by the Board or with the prior written consent of the Board. Items of personal property found on general common areas or common area amenities are deemed abandoned and may be disposed of by the Board.
- E-4. Storage. If the Association provides storage areas for use by residents, residents agree that the Association is not responsible for items stored there by resident, who shall be solely liable at all times for his personal property. No storage building or carport or similar structure shall be placed or allowed to remain on any common areas, common walkways unless so placed there by the Board for use in conjunction with common area improvement construction or remodeling (e.g. materials storage in tractor trailers during construction).
- E-5. Decorations. The common areas may be temporarily decorated by majority agreement of all Owners or by Board approval, so long as such decoration does not detract from the upscale residential environment of the Overlook Estates Subdivision, nor create a nuisance, nor produce any noises, or noxious odors that will disturb or annoy the occupants of any adjacent Lots. Any such decorations are further subject to the requirements of G-1 below.
- E-6. Mechanical Devices. No Owner shall interfere in any manner with any portion of the plumbing, heating air conditioning or lighting apparatus which is part of common areas or common

area amenities.

- E-7. Fences. The design, construction materials and height of all fences must be pre-approved of by the Association. Chain link fences, construction fences, construction netting and barbed wire fences are prohibited. Broken glass or other sharp materials may not be embedded into walls or fences.

Any fence in violation of these Community Rules may be cited for violation, \$50.00 per incident and \$10.00 per day for each day of violation after written notice of citation has been issued by the Association and in addition, any fence in violation of these Community Rules may be removed from the Overlook Estates Subdivision by contractors engaged by the Board, at the expense of the violating Owner.

- E-8. Drainage Features. No Owner or resident shall alter or interfere with the drainage features constructed on the common areas of the Overlook Estates Subdivision.
- E-9. Chemical Fertilizers, Pesticides, Herbicides and other Pest Controls. The use of chemicals, fertilizers, herbicides or other pest controls are subject to such regulation as the Board or the Architectural Control Committee may adopt from time to time for the purposes of compliance with the Governing Documents as to water quality, health and environmental protection.

F. COMMUNITY ETIQUETTE

- F-1. Courtesy. Each resident shall endeavor to use his Lot and common areas or common area amenities in a manner calculated to respect the rights and privileges of other residents.
- F-2. Annoyance. A resident shall avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other residents or their guests, or the Association's employees and agents.
- F-3. Noise and Odors. Each resident shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb residents of other Lots.
- F-4. Reception Interference. Each resident shall avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception on the Subdivision.
- F-5. No Personal Service. The Association's employees and agents are not permitted or authorized to render personal services to residents. Each resident agrees that the Association is not

responsible for any item or article left with or delivered to the Association's employees or agents on behalf of such resident.

- F-6. Compliance with the Law. Residents may not use the Overlook Estates Subdivision for unlawful activities. A resident who violates this provision shall hold the Association and other Owners and residents harmless from all fines, penalties, costs, and prosecutions for the resident's violation or noncompliance.

G. ARCHITECTURAL CONTROL

- G-1. Common areas or common area amenities. Without the Board's prior written approval or that of the Architectural Control Committee, as applicable, a person may not change, remodel, decorate, destroy, or improve the common areas or common area amenities, nor do anything to change the appearance of the common areas or common area amenities. Tasteful seasonal decorations on Lots shall be permitted during the applicable holiday season. Temporary decorations for parties and social gatherings shall be permitted, however any decoration of any common areas or common area amenities shall be subject to Board approval of the manner of attachment, length of display and such reasonable assurances as the Board may request to ensure prompt removal of decorations. Decorations shall be commensurate with seasonal holidays and shall not conflict or clash with the general upscale residential character of the Overlook Estates Subdivision. If there is any dispute over this matter, the decision of Architectural Control Committee, or the Board if there is no such committee, in such hierarchy of authority, shall be controlling as to the matter in issue.
- G-2. Prohibited Acts. Except as otherwise expressly permitted by the Declaration, no person (other than the Declarant as to rules G-2 a, d and e) may:
- a. Post signs, notices, or advertisements on the common areas or common area amenities or in a Lot if visible from outside his Lot. Non-conforming and non-permitted signs may be removed and disposed of without prior notice by any member or agent of the officers or directors of the Association, without liability for trespass or other tort or action in connection therewith. Political campaign and political endorsement signs placed and owned by Owners or residents of any Lot are permitted but only on such Owner's or Occupant's Lot, subject to the time, place, manner, size and quantity political sign provisions of the Declaration.
 - b. Place or hang an object in, on, from, or above any

window, interior window sill, balcony, or patio that is visible from any street, in the Board's opinion, detracts from the first class appearance of the Overlook Estates Subdivision.

- c. Hang, shake, or otherwise display linens, clothing, towels, rugs, shoes, mops, bedding, or other similar items from windows, doors, balconies, fences, patios, or passageways so as to be visible from any street.
- d. Erect or install exterior horns, bells, security lights or speakers, without first obtaining the Board's or the Architectural Control Committee's approval.
- e. The Declarant shall have the right to place signs and to allow home builders building homes in any present or future phase of the Overlook Estates Subdivision to place lot or home sale advertising and directional signs on the common areas of the Overlook Estates Subdivision and in the median strips of the streets in the Overlook Estates Subdivision, and in any area which constitutes flood plain or storm sewer or drainage easement areas.

G-3. Window Treatments. An Owner may install window treatments inside his Lot, at his sole expense, provided:

- a. Aluminum foil and reflective window treatments are expressly prohibited; and
- b. Window treatments must be maintained in good condition, and must be removed or replaced if they become stained, torn, damaged, or otherwise unsightly in the opinion of the Board.

G-4. Board Approval. To obtain the Board's written consent for a modification, an Owner must submit to the Board complete plans and specifications showing the nature, kind, shape, size, materials, colors, and location for all proposed work, and any other information reasonably requested by the Board. The Board's failure to respond to the Owner's written request within 30 days after it receives the Owner's request shall be construed as its consent to the proposed changes.

G-5. Permitted Access Modifications. Notwithstanding anything to the contrary in these Community Rules or the Governing Documents, each Owner and each tenant or other resident or occupant of an Owner of a Lot shall have the right (at his or her own expense) to modify the construction on his or her own Lot to make the same reasonably accessible to a handicapped person as required by the Fair Housing Amendments Act of 1988 and regulations promulgated thereunder.

- G-6. Radio and Television Communications Equipment and Satellite Dishes. Antennas for the reception of electromagnetic wave radiation shall be located inside the Lot. No antenna or other device for the transmission or reception of television signals, radio signals or any other form of electromagnetic radiation shall be erected, used or maintained on any Lot, whether attached to a Building or otherwise, unless the same are located so that they are not visible from any street and are screened from neighboring views. Satellite dishes larger than 36" in diameter are prohibited. Satellite dishes not larger than 36" in diameter are permitted, provided that the same are not visible from any street and are screened from neighboring views. All radios, televisions, electrical equipment or appliances of any kind or nature and the wiring therefor installed or used on any Lot shall fully comply with all rules, regulations or requirements of all state and local public authorities having jurisdiction.

H. VEHICLE RESTRICTIONS

- H-1. Permitted Vehicles. To be permitted on the Overlook Estates Subdivision (other than inside of an enclosed garage), a vehicle must be operable. For purposes of these Community Rules, "Vehicles" means and includes automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles, trailers, boats, sailboats, catamarans, canoes, kayaks, other water craft of any type, jet skis, wet bikes, recreational vehicles, buses, commercial trucks, tractor trailers, industrial vehicles or any associated parts to any of the same. The following are not permitted (except while in transit) to be stored or parked (other than temporarily) on the street in the Overlook Estates Subdivision or in the driveways or front or side yards of Lots without the Board's consent, which consent the Board shall consent or deny uniformly to all owners and residents in the Overlook Estates Subdivision:

To the extent that the Board elects to allow any of such Vehicles to be stored or parked (other than temporarily) anywhere in the Overlook Estates Subdivision, the same must be stored in garages or screened from street views. Recreational vehicles and travel trailers may not remain on the Subdivision streets or Lot driveways longer than 48 consecutive hours or to 72 hours in any 30 day period. Parking of Vehicles in front or side yards is prohibited. The violation of the forgoing rules in this section H-1 will subject the person so engaged and the Owner of the vehicle to a fine of \$50.00 per incident.

- H-2. Repairs. Repairs, restoration, or maintenance of vehicles must be performed inside of garages, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility. The changing of

oil of any Vehicle other than inside or an enclosed garage will subject the person so engaged and the Owner of the Vehicle to a fine of \$100.00 per incident.

- H-3. Space Use. The Board has the power to implement the hours during which parking is permitted and prohibited in any parking areas associated with the amenities center and may post signs to such effect.
- H-4. No Obstruction. No vehicle may be parked in a manner that interferes with ready access to any entrance to or exit from the Overlook Estates Subdivision. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on the Overlook Estates Subdivision. No vehicle may be parked, even temporarily, in spaces reserved for others, in fire lanes, or in any area designated as "No Parking".
- H-5. Nuisances. Each vehicle shall be muffled and shall be maintained and operated to minimize noise, odor, and oil emissions. If any vehicle leaks an excessive amount of oil, the Board may direct the vehicle owner to correct the problem within 30 days of written notice. The use of car horns on the Overlook Estates Subdivision is discouraged. No vehicle may be kept on the Overlook Estates Subdivision if the Board deems it to be inoperable, or otherwise violates these Community Rules. If any vehicle contains a car alarm which does not deactivate automatically within reasonable time or which activates unnecessarily so as to constitute a nuisance, the Board may require that the alarm be permanently deactivated or modified so that the same does not constitute a nuisance.
- H-6. Violations. Any Vehicle in violation of these Community Rules may be stickered, wheel-locked, and towed and / or cited for violation, \$50.00 per incident, (\$100.00 as to a rule H-2 violation) or otherwise removed from the Overlook Estates Subdivision by the Board, at the expense of the Vehicle's Owner. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for Community Rules violations.

I. TRASH DISPOSAL

- I-1. General Duty. Residents shall not litter the common areas or common area amenities, shall endeavor to keep the Subdivision clean, and shall dispose of all refuse in receptacles provided specifically by the Association for that purpose. Residents shall participate in any local curb side recycling program and shall cooperate in any Overlook Estates Subdivision recycling program.
- I-2. Hazards. Residents may not store trash inside or outside his

Lot in a manner that encourages vermin, causes odors, or may permit the spread of fire. Before discarding coals, ashes, logs, or other materials used in barbecue grills or fireplaces, resident shall ensure that the debris is thoroughly cold.

- I-3. Excess Trash. Residents shall place trash entirely within a approved trash receptacle, and may not place trash outside, next to or on top of approved trash receptacle. If an approved trash receptacle is full, residents should locate another approved trash receptacle or hold his trash. Boxes and large objects should be crushed or broken down before placed in approved trash receptacle. Approved trash receptacle lids are to be closed at all times when not in use. Resident shall arrange privately for removal of discarded furnishings or any unusually large volume of debris. Recyclable materials only shall be placed in recycle bins, assorted by material, as required.
- I-4. Trash Receptacles. All trash disposal and recyclable material containers and trash disposal and recycling material areas shall meet with specifications established from time to time by the Association, or by the Declarant and any garbage, trash, refuse, or other materials which are deposited in any area other than those designated for trash removal or recycling material, as applicable, may be removed and an additional charge of \$25.00 per incident for such service assessed against the Owner responsible for the placement of such items. All trash disposal and recyclable material containers shall be stored in doors except on days on which scheduled pick up are to occur.

J. PETS

- J-1. Subject to Community Rules. A resident may not keep or permit on the Overlook Estates Subdivision a pet or animal of any kind, at any time, except as permitted by these Community Rules and the Governing Documents.
- J-2. Permitted Pets. Subject to these Community Rules, a resident may keep in his Lot aquarium fish and not more than two (2) permitted house pets. Permitted house pets include domesticated caged birds such as parakeets, finches and canaries, dogs and cats. Permitted house pets also includes (and which shall not be counted for purposes of the pet limitation set forth in this section) specially trained animals that serve as physical aids to handicapped residents, regardless of the animal's size or type.
- J-3. Prohibited Animals. No resident may keep a dangerous or exotic animal, pit bull terrier, trained attack dog, poultry or other livestock, or any other animal deemed by the Board to

- be a potential threat to the well-being of people or other animals. No animal or house pet may be kept, bred, or maintained for a commercial purpose. If any permitted house pet has offspring which results in the number of permitted house pets being exceeded, then the resident must cause the total number of permitted house pets to be reduced to not more than two (2) within 9 weeks of the birth of such offspring.
- J-4. Indoors/Outdoors. A permitted pet must be maintained inside the Lot or with the fenced confines of any enclosed rear yard, and may not be kept on patios or balconies. No pet is allowed on common areas or common area amenities unless carried or leashed. No pet may be leashed to any stationary object on the common areas or common area amenities and shall not be allowed to roam the common areas or common area amenities.
- J-5. Disturbance. Pets shall be kept in a manner that does not disturb another resident's rest or peaceful enjoyment of his Lot or the common areas or common area amenities. No pet shall be permitted to bark, howl, whine, screech, or make other loud noises for extended or repeated periods of time.
- J-6. Damage. Each resident is responsible for any property damage, injury, or disturbance his pet may cause or inflict. Each resident shall compensate any person injured by his pet. Any resident who keeps a pet on the Overlook Estates Subdivision shall be deemed to have indemnified and agreed to hold harmless the Board, the Association, and other Owners and residents, from any loss, claim, or liability of any kind or character whatever resulting from any action of his pet or arising by reason of keeping or maintaining such pet on the Overlook Estates Subdivision.
- J-7. Pooper Scooper. No resident may permit his pet to relieve itself on the streets or common areas of the Overlook Estates Subdivision, except in areas, if any, designated by the Board for this purpose. Each resident is responsible for the removal of his pet's wastes from the common areas or common area amenities. The Board may levy a fine of \$25.00 against a Lot and its Owner each time feces are discovered on the common areas or common area amenities and attributed to an animal in the custody of that Lot's resident.
- J-8. Removal. If a resident or his pet violates these Community Rules or the community policies pertaining to pets, or if a pet causes or creates a nuisance, odor, unreasonable disturbance, or noise, the resident or person having control of the animal shall be given a written notice by the Board to correct the problem. If the problem is not corrected within the time specified in the notice (not less than 10 days), the resident, upon written notice from the Board, may be required to remove the animal. Each resident agrees to permanently

remove his violating animal from the Overlook Estates Subdivision within 10 days after receipt of a removal notice from the Board. The Board shall be entitled to evict any resident (other than Owner) which fails to so comply with this Section J.

K. MISCELLANEOUS

- K-1. Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Overlook Estates Subdivision designed to make the Overlook Estates Subdivision less attractive to the criminal element than it otherwise might be. Neither the Declarant nor the Association, its directors, committees, members, agents, and employees, shall in any way be considered an insurer or guarantor of security within the Overlook Estates Subdivision, and shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each Owner, resident, guest, and invitee on the Overlook Estates Subdivision agrees to cooperate with all security related procedures established by the Board from time to time and assumes all risk for loss, damage, injury or death to his person, to his Lot, to the contents of his Lot, and to any other of his property on the Overlook Estates Subdivision. The Association expressly disclaims and disavows any and all representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security systems, equipment or measures recommended, installed or undertaken within the Overlook Estates Subdivision.
- K-2. Notice/Right to Hearing. Before the Association may charge a Lot Owner (as opposed to such Owner's tenant or other occupant) for property damage for which the Lot Owner is liable or levy a fine for violating these Community Rules, the Association shall give the Lot Owner a written notice that:
- a. describes the violation or property damage and states the amount of the proposed fine or damage charge;
 - b. states that not later than the 30th day after the date of the notice, the Lot Owner may request a hearing before the Board to contest the fine or damage charge; and
 - c. allows the Lot Owner a reasonable time, by a specified date, to cure the violation and avoid the fine unless the Lot Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding year.

The Association may, but shall not be required to, give a copy of the notice required by this section to an occupant of the

- Lot. The Association must give notice of a levied fine or damage charge to the Lot Owner not later than the 30th day after the date of the levy. An Owner may request in writing a hearing by the Board regarding an alleged breach of these Community Rules by the Owner or a resident of the Owner's Lot. The Board will schedule a hearing within 30 days of receiving the Owner's written request. At the hearing, the Board will consider the facts and circumstances surrounding the alleged violation. The Owner may attend the hearing in person, or may be represented by another person or written communication.
- K-3. Mailing Address. An Owner who receives mail at any address other than the address of his Lot shall be responsible for maintaining with the Association his current mailing address. Notifications of change of name or change of address should be clearly marked as such. All notices required to be sent to Owners by the governing documents shall be sent to an Owner's most recent address as shown on the records of the Association. If an Owner fails to provide a forwarding address, the address of that Owner's Lot shall be deemed effective for purposes of delivery.
- K-4. Revision. These Community Rules are subject to being revised, replaced, or supplemented, subject to limitations set forth above. Owners and residents are urged to contact the Association's Board or professional third party Association Manager, if any, to verify the rules currently in effect on any matter of interest. These Community Rules shall remain effective until 10 days after the Association mails notice of an amendment or revocation of these Community Rules to an Owner of each Lot.
- K-5. Other Rights. These Community Rules are in addition to and shall in no way whatsoever detract from the rights of the Association under the Governing Documents.
- K-6. Privacy. The Association shall have no authority to adopt rules or regulations which do not affect the common areas or common area amenities or other Lots. The Association shall respect the privacy of its Lot Owners and residents and shall not meddle in the private affairs of Lot Owners and residents.
- K-7. Effective Date. These Community Rules are the initial Community Rules of Association and shall become effective on the same date as the date of recording of the Declaration.

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

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Pages: 19 Fee: \$94.00

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MBARRICK



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas