

**RULES & REGULATIONS
5800 ROYAL LANE CONDOMINIUMS**

**Effective October 15, 1995
Amended January 14, 2002
Amended August 25, 2003
Amended November 17, 2008
Amended June 27, 2011**

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RECITALS

These RULES & REGULATIONS ("Rules") are established by the Board of Directors of The 5800 Royal Lane Condominiums, Inc. (the "Association"), pursuant to the rule-making and rule-enforcement authority granted to the Board in:

- Article IV, Section 2 of the By-Laws of 5800 Royal Lane Condominium Association, recorded January 6, 1978, Volume 78004, at Page 0676, Condominium Records, Dallas County, Texas, as amended (the "Bylaws"), Exhibit "W" of the Condominium Declaration for 5800 Royal Lane Condominiums, recorded at Page 0637, as amended (the "**Declaration**");
- Article IV; Section 3(b) of the Bylaws;
- Article XI, Section 10 of the Bylaws;
- Last sentence of the Rules and Regulations, Schedule A to the Bylaws (the "**Initial Rules**"); and
- Subsections (6), (7), (13), and (14) of Section 82-102(a) of the 'Texas Property Code' ('Texas Uniform Condominium Act "**TUCA**").

These Rules are in addition to rules contained in the Declaration and Bylaws. These Rules entirely replace and supersede previously published Rules, including the Initial Rules. In the event of a conflict between documents, the hierarchy of authority is as follows: Declaration (highest), Bylaws, and these Rules (lowest).

Words and phrases defined in the Declaration have the same meaning when used in these Rules, except that:

"Board of Directors" means Board of Managers, as used in Section 14 of the Declaration, and

"Manager" means the Managing Agent, as used in Section 14 of the Declaration.

A. COMPLIANCE

- A-1. Compliance. Each Owner will comply with the provisions of these Rules, the Declaration, the Bylaws, and community policies promulgated by the Board to supplement these Rules, as any of these may be revised from time to time (collectively, the "Governing Documents"). Additionally, each Owner is responsible for compliance with the Governing Documents by the occupants of his/her Unit, and his/her or their respective family, invitees, tenants, agents, employees, or contractors. Use of "Owner" or "resident" in these Rules is deemed to include and apply to all persons for whom Owner is responsible. An Owner should contact the Manager if he has a question about these Rules. *Dec. 18; Bylaw XI. 6(a)*
- A-2. Additional Rules. Each resident must comply with all rules and signs posted from time to time on the Condominium Project by the Association, including those regulating the use of swimming pools, laundry rooms, and parking areas. Such posted rules are incorporated in these Rules by reference. Each resident must comply with notices communicated by the Association, from time to time, in the nature of seasonal or temporary rules, or notice of a change affecting use of the Condominium Project. Such temporary rules are incorporated in these Rules by reference.
- A-3. Right to Enforce. The Association has the right to enforce these Rules against any person on the Condominium Project. *Bylaw IV.3 (b), Bylaw XII.1*

- A-4. Waiver or Variance. Certain circumstances may warrant waiver or variance of these 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.

B. OBLIGATIONS OF OWNERS AND RESIDENTS

- B-1. Safety. Each resident is solely responsible for his/her own safety and for the safety, well being, and supervision of his/her guests and any person on the Condominium Project to whom the resident has a duty of care, control, or custody.
- B-2. Unit Key. Each Owner will provide the Manager with a set of all keys and security alarm codes required to enter his/her unit through any door leading into the Unit, and will replace such keys within 3 days after a lock is changed. *IR 12 (Amended by the approval of the Board, June 27, 2011)*
- B-3. Damage. Each Owner is responsible for any loss of damage to his/her Unit, other Units, the personal property of other residents or their guests, or to the Common Elements and improvements, if such loss or damage is caused by the Owner or the resident of the Owner's Unit, or the Owner or resident's family, guests, agents, employees, invitees, or occupants of his/her dwelling. *IR 11*
- B-4. Association Does Not Insure. Each resident is solely responsible for insuring his/her personal property in the Unit and on the Condominium Project, including his/her furnishings, automobile, and items kept in storage areas provided by the Association. Personal property placed in or on the Condominium Project is solely at the risk of the resident or the owner of such personal property. **THE ASSOCIATION STRONGLY RECOMMENDS THAT ALL OWNERS AND RESIDENTS PURCHASE AND MAINTAIN INSURANCE ON THEIR PERSONAL BELONGINGS.** *Dec. 25*
- B-5. Risk Management. No Owner or resident may permit anything to be done or kept in his/her Unit or the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the Common Elements, or which may be in violation of any law. No Owner or resident may perform or permit an illegal activity on the Condominium Project, including but not limited to, violations of the Criminal and Health Codes. A resident may not store or maintain, anywhere on the Condominium Project (including within a Unit), explosives or materials capable at spontaneous combustion.
- B-6. Reimbursement for Enforcement. An Owner will promptly reimburse the Association for any expenses incurred by the Association in enforcing the Governing Documents against the Owner, his/her Unit, or persons for whom the Owner is responsible.
- B-7. Reimbursement for Damage. An Owner will promptly reimburse the Association for the cost of damage to the Condominium Project caused by the negligent or willful conduct of the Owner or the persons for whom such Owner is responsible.
- B-8. Mailing Address. An Owner who receives mail at an address, other than the address of his/her Unit, is responsible for maintaining with the Association his/her current mailing address. An Owner who changes his/her name or mailing address must notify the Manager in writing within 15 days after the change. 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 will 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 Unit is deemed effective for purposes of delivery. *Dec. 19; Bylaw X.2*

C. OCCUPANCY STANDARDS

- C-1. Numbers. Subject to the exception for familial status, no more than 2 persons may occupy any 1-bedroom Unit. No more than 3 persons may occupy any 2-bedroom Unit. No more than 4 persons may occupy any 3-bedroom Unit. *IR 15*
- C-2. Familial Status. The Association's occupancy standard for residents who qualify for familial status protection under the fair housing laws is the minimum permitted by the U. S. Department of Housing and Urban Development (i.e., the fewest people per Unit). At the time these Rules are adopted, HUD's memorandum

dated July 12, 1995, is in effect. Owners who are exempt from the fair housing laws may have a lower, but not a higher, occupancy rate (persons per unit).

- C-3. Minors. No person under the age of 21 years may occupy a Unit, except that a person under the age of 18 may live with a resident who is his/her parent, legal guardian, or a designee of his/her parent or legal guardian. On request by the Association, an Owner will provide satisfactory proof of the ages and relationships among the occupants of his/her Unit. *Fair Housing Act, Bylaw XI.12*
- C-4. Danger. No Unit may be occupied by a person who constitutes a direct threat to the health or safety of other persons, or whose occupancy would result in substantial physical damage to the property of others. *Fair Housing Act*
- C-5. Occupancy Defined. Occupancy of a Unit, for purposes of these Rules, means occupancy in excess of 30 days in a calendar year. *Bylaw XI.12; IR 15*

D. LEASES

- D-1. Term of Lease. A Unit may not be leased for hotel or transient purposes, and may not be leased for a term of less than 30 days. Less than the entire unit may not be leased. *Dec. 11*. All leases must be in compliance with the Leasing and Ownership Policy dated November 3, 2010. Owners wishing to lease their unit must review the leasing policy with the on-sight Manager prior to initiating the leasing process.
- D-2. Written Leases. Each lease must be in writing. Within 3 days after the start of a lease term, the Owner will provide the Manager with (i) a copy of the lease and (ii) a copy of the Association's information form. The Owner will notify the Manager of any changes in tenant information during the lease term. *Bylaw XI.6(c)*
- D-3. Subject to Documents. Whether or not it is so stated in the lease, the mere occupancy of a Unit subjects a tenant to all pertinent provisions of the Governing Documents. The Owner is responsible for providing his/her tenant with the Governing Documents and notifying him/her of any changes. The Association may send notices of violations by a tenant to both the tenant and to the Owner of the Unit occupied by the tenant. A tenant's violation of the Governing Documents is deemed to be a violation of the lease and grounds for eviction by the Owner. *Bylaw 1.2*
- D-4. Landlord Owners. The Owners of tenant-occupied Units are strongly advised to stay informed of, and to comply with, federal and State laws and local ordinances regulating residential rental properties and relations between landlords and tenants. The Association has no duty to notify Owners about the requirements of, or changes in, landlord/tenant laws and ordinances.
- D-5. Tenant Communications. Owners will instruct their tenants to channel all communications, including repair requests, through the Owner. Owners will further instruct their tenants that the Manager does not manage or repair the rental Unit, and that the tenant should not contact the Manager, except to report emergencies that are within the Association's scope of responsibility.
- D-6. Pets. Tenants may have pets but must abide by the same Rules and Regulations set forth for Owners. *(Amended by the approval of the Board, November 17, 2008)*
- D-7. Tenant Leases. Effective November 1, 2003, a \$100.00 Tenant "Transfer Fee" is required when a unit is leased. *(Amended by the approval of the Board, June 27, 2011)*

E. GENERAL USE AND MAINTENANCE OF UNIT

- E-1. Residential Use. Each Unit must be used solely for residential use, and may not be used for commercial or business purposes. This restriction does not prohibit a resident from using his/her Unit for personal business or professional pursuits, provided that: (i) such use is incidental to the Unit's residential use; (ii) such use conforms to all applicable laws and ordinances; (iii) there is no external evidence of such use; and (iv) such use does not entail visits to the Unit by the public, employees, suppliers, or clients. *Dec. 11; Bylaw XI. 7(a)*
- E-2. Annoyance. No unit may be used in any way that (i) may reasonably be considered annoying to occupants of neighboring Units; (ii) may be calculated to reduce the desirability of the Condominium Project 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.

- E-3. Rights of Entry. The Association may enter a Unit in case of an emergency originating in or threatening the Unit, whether or not the Owner or occupant of the Unit is present at the time. This right of entry may be exercised by the Association's Manager, directors, Officers, agents, and employees, and by all police officers, firefighters, and other emergency personnel in the performance of their respective duties. Also, the Association may enter a Unit to perform installations, alterations, or repairs to the mechanical, electrical, or utility services which, if not performed, would affect the use of other Units or the common elements provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner or resident. In case of an emergency, the right of entry is immediate. If the Association's access to a Unit is warranted and the Owner has failed to provide a door key or refuses to provide entry, the Owner is liable for the cost of repairs to the Unit or Common Elements necessitated by the Association's method of access. *Dec. 16*
- E-4. Maintenance. Each Owner, at his/her sole cost and expense, will maintain his/her Unit and keep it in good repair, including the inner finished surfaces of the Unit's perimeter walls, floors, and ceilings. *Dec. 12; Bylaw XI.4 (a)*
- E-5. Patio/Balcony. Each resident will keep his/her Unit and patio or balcony in a good state of cleanliness, taking care that the cleaning of his/her patio or balcony does not annoy or inconvenience other residents. A patio/balcony may not be enclosed or used for storage purposes. If the Board determines that a patio/balcony is unsightly, the Owner will 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. *Dec. 17 Bylaw 27.4(b): IR 16*
- E-6. Washers & Dryers. Equipment for washing and drying clothes must be installed and maintained according to the "Washer/Dryer Policy" adopted by the Board of Directors in June 1995, as amended from time to time. The "Washer/Dryer Policy" is incorporated into these Rules by reference.
- E-7. Air Conditioning Equipment. The Association maintains the heating and cooling equipment/system serving the Units.
- E-8. Barbecue Grills. The Board reserves the right to prohibit or restrict the use of all or certain outdoor cooking grills if, in the Board's opinion, such grills constitute a fire hazard or are in the way of other residents. If the use of outside grills is permitted, (i) open 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. During use, grills must be positioned at least 10 feet away from trees and buildings. *(Amended by the approval of the Board, June 27, 2011.)*
- E-9. Waterbeds. The use of water-filled furniture is prohibited in all Units.
- E-10. Report Malfunctions. An Owner or resident will immediately report to the Manager his/her discovery of any leak, break, or malfunction in any portion of his/her -Unit or the adjacent Common Elements for which the Association has a maintenance responsibility. The failure to promptly report a problem may be deemed negligence by the Owner or resident, who may be liable for any additional damage caused by the delay. A tenant should report repair requests to the Owner, except for emergency situations, which should also be reported to the Manager.
- E-11. Water Problems. An Owner is responsible for water damage to Common Elements and adjoining Units which emanates from the Owners Unit, including leaks or overflows of sinks, tubs, showers, shower pans, toilets, dishwashers, and clothes washers. In case of continuous water overflow, a resident should immediately turn off the water and **TURN THE SHUT-OFF VALVES BEHIND THE TOILET OR UNDER THE SINK.**
- E-12. Cable. A resident who subscribes directly to cable service is solely responsible for maintaining that subscription and the appurtenant equipment. A resident who obtains cable service through the Association is responsible for the proper use, maintenance and return of cable connections or equipment. With the approval of the Board and consultation with the Manager's office and maintenance staff, a satellite dish may be mounted to the exterior of the building. The Owner will work with the maintenance staff to ensure correct placement of the satellite dish so that it does not block the window or view of other residents and must be as

unnoticeable as possible when viewed from the ground or by other residents. If the Unit is sold, the Owner will remove the satellite dish. Any damage resulting from the installation and removal of the satellite dish will be the sole responsibility of the homeowner. *(Amended by the approval of the Board, June 27, 2011.)*

- E-13. Fireplaces. No material other than wood may be used in any fireplace. Expressly prohibited is the use of artificial paper or wax-impregnated logs. Fireplaces may not be used without a closed grate. Small quantities of fireplace wood may be stored only on patios or balconies. Fireplace wood may not be stored on landings, walkways, or stairs.
- E-14. Utilities. Each resident will endeavor to conserve the use of utilities furnished through the Association, including water consumption within his/her Unit.
- E-15. Attics. Residents may not use building attics for any purpose without the prior written approval of the Board. Residents may not disturb locks placed by the Association on attic entrances.
- E-16. Frozen Water Pipes. Because 5800 Royal Lane Condominiums is constructed with water lines in exterior walls, it is the duty of every Owner and resident to protect such water lines from freezing during winter months. Between November 1 and March 25 of any year, no Unit may be left unheated. During periods of anticipated below-freezing temperatures, water lines in exterior walls should be allowed to drip continuously, and cabinets enclosing plumbing lines should be left ajar. Dishwashers on exterior walls should not be used during and immediately after periods of extreme cold. Failure by an Owner or resident to monitor the local weather and take appropriate precautions will be deemed negligence.

F. GENERAL USE & MAINTENANCE OF COMMON ELEMENTS

- F-1. Intended Use. Every area and facility in the Condominium Project may be used only for its intended and obvious use. For example, walkways, stairways, sidewalks, and driveways are to be used exclusively for purposes of access. Bicycles may not be ridden on sidewalks, but can be ridden to and from the property gates to the Unit. This does not allow riders to use the property as their riding area. *Bylaw X1.8; IR 1; IR 3 (Amended by the approval of the Board, June 27, 2011)*
- F-2. Grounds. Unless the Board designates otherwise, residents may not use or abuse the landscaped areas, lawns, beds, and plant materials located on the General Common Elements. The following are expressly prohibited: digging, planting, pruning, climbing, fertilizing, and pest control.
- F-3. Limited Recreation Areas. The 4 swimming pools are the only recreational facilities on and in the Condominium Project. No other portions of the Common Elements may be used for recreation, sports, exercise, or play, except that sidewalks may be used for walking.
- F-4. Abandoned Items. No item or object of any type may be stored placed, or maintained anywhere on the General Common Elements, including windowsills, passageways and courtyards, except by the Board or with the prior written consent of the Board. Items of personal property found on General Common Elements are deemed abandoned and may be disposed of by the Board. Items expressly prohibited from passageways and landings include furniture, barbecue grills, firewood, boxes, toys, sporting equipment, and shoes. *IR 2*
- F-5. Stored Items. If the Association provides storage areas for use by residents, the resident agrees that the Association is not responsible for items stored there by the resident. The resident is solely liable at all times for his/her personal property. *IR 11*
- F-6. Fires. No exterior fires of any kind are permitted except for barbecue grills as permitted by these Rules.
- F-7. No Smoking. The smoking of tobacco products is prohibited in the common areas of buildings, including laundry rooms, the manager's office, and entry foyers.

G. COMMUNITY ETIQUETTE

- G-1. **Courtesy.** Each resident will endeavor to use his/her Unit and the Common Elements in a manner calculated to respect the rights and privileges of other residents. ***IR 7***
- G-2. **Code of Conduct.** Owners and residents will conduct themselves in a civil manner when dealing with the Association's Officers, directors, committee members, Manager, employees, contractors, and agents. The following actions are expressly prohibited: (i) verbal abuse; (ii) insults and derogatory name-calling; (iii) cursing; (iv) aggressive or threatening behavior; (v) spitting, slapping, pinching, poking, or scratching; and (vi) sexual harassment. No person has the right to abuse another person, nor is it their duty to tolerate abuse. An Association representative may extricate him/herself as quickly as possible from any encounter that is less than civil and may refuse further contact until civil conduct is assured.
- G-3. **Annoyance.** A resident will 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. The Board is the sole arbiter of whether an activity constitutes a nuisance.
- G-4. **Noise and Odors.** Each resident will 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 Units. The Board is the sole arbiter of whether a noise or odor constitutes a nuisance. ***IR 8***
- G-5. **Quiet Hours.** Between the hours of 10:00 p.m. and 6:00 a.m., residents will try to refrain from activities that are likely to create a noise disturbance for residents of adjoining Units. Examples of such activities include the operation of dishwashers, disposals, laundry machines, vacuum cleaners, hammering, and aerobic exercise. During these hours, residents will also try to modulate their conversations and entertainment equipment to avoid disturbing residents in adjoining Units.
- G-6. **Reception Interference.** Each resident will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephone, or electronic reception on the Property.
- G-7. **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.

H. USE OF SWIMMING POOLS

- H-1. **Swimming Pools.** The recreational amenities at 5800 Royal Lane Condominiums consist of 4 courtyard swimming pools. Owners and residents may use all pools regardless of location. The use of all pools is subject to compliance with these Rules and rules posted at the pools. Persons using the pools will, at all times, respect the rights and privileges of others using the pools. Whether they are a guest or a resident, minors must be supervised by an adult at all times when in the pool area. A minor will be considered anyone who is 16 years or younger.
- H-2. **Use by Residents.** Use of the pools is restricted to residents and their guests. An Owner relinquishes his/her right to use the pools during periods in which his/her Unit is leased or occupied by others.
- H-3. **Guests.** A non-resident may not use a pool unless accompanied at all times by a resident. Each resident agrees to assume all responsibility for the care, safety, and well-being of his/her guest, relating to use of the pool. The right of a resident to share the use of the pools with his/her guests is at all times subject to immediate termination by the Board if these Rules or the Governing Documents are violated, or if such termination is deemed by the Board to be in the Association's best interests. The residents of a Unit, collectively, at any one time, may not have more than 4 guests using the swimming pools. By reservation through the Manager, functions involving more than 4 guests may be permitted.
- H-4. **Animals Prohibited.** No animals or pets are permitted in any pool area at any time. ***IR 10***
- H-5. **Disturbances Prohibited.** Persons using the swimming pools must be considerate of the residents of Units surrounding the pools. No loud sounds or boisterous conduct is permitted in any pool area at any time. Privacy earphones should be used with a radio, television, tape player, or similar device.

- H-6. Pool Hours. To prevent the disturbance of residents of surrounding Units, swimming pools may be used only between the hours of 9 a.m. and 10 p.m.
- H-7. Glass Containers Prohibited. Because of the potential for breakage, containers made of glass are not permitted at any time in the swimming pool area.
- H-8. Suspension of Privileges. The Board may suspend use of the swimming pools by any Owner, resident, or guest who violates these Rules three times within a 12-month period. The length of the suspension will be determined by the Board, based on the nature and frequency of the violations. Notice of the suspension will be delivered in writing and will entitle the suspended user to a hearing before the Board.
- H-9. Suspension for Nonpayment. The Board may suspend use of the swimming pools by an Owner or by the occupants of that Owner's Unit for any period during which assessments against that Unit are unpaid.

I. HEALTH AND WELL-BEING

- I-1. Supervision. For their own well-being and protection, persons who are legally incompetent or younger than 18 years must be under the general control and supervision of their parents or guardians at all times while on the Condominium Project. Persons who have not attained the chronological or mental age of 13 years must at all times be in the actual company of a person of at least 13 years who is responsible for their well being; i.e., such persons under 13 years may not be left unattended in a Unit at any time. After nightfall, unless accompanied by a parent or legal guardian, persons under 18 years may not use the swimming pools or be on the General Common Elements.
- I-2. Risk. Residents use the swimming pools and laundry rooms at his/her own risk. These facilities are unattended and unsupervised. The resident is solely responsible for his/her own safety, and that of his/her guests. The Association disclaims any and all liability or responsibility for injury or death occurring from use of these facilities.
- I-3. Security. The Association may, but is not be obligated to, maintain or support certain activities within the Condominium Project designed to make the Condominium Project less attractive to intruders than it otherwise might be. The Association, its directors, committees, members, agents, and employees may not in any way be considered an insurer or guarantor of security within the Condominium Project, and may 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 Condominium Project assumes all risk for loss or damage to his/her person, to his/her Unit, to the contents of his/her Unit, and to any other of his/her property on the Condominium Project. 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 Condominium Project.

J. ARCHITECTURAL CONTROL

- J-1. Prohibited Changes. Without the Board's prior written approval, an Owner or resident may not:
 - a. Change, remodel, decorate, destroy, or improve the Common Elements;
 - b. Do anything to change the appearance of the Common Elements including, without limitation, the entry door, balcony or patio, and landing or walkway appurtenant to the Unit; or
 - c. Make structural alterations or modifications to his/her Unit.
Dec.17, Bylaw XI.7 b); IR .5; IR 16
- J-2. Prohibited Acts. Without the Board's prior written approval, no person may:
 - a. Post signs, notices, or advertisements on the Common Elements or in a Unit if visible from outside his/her Unit. *Dec. 17*

- b. Place or hang an object in, on, from, or above any window, interior windowsill, balcony, or patio that, in the sole opinion of the Board, detracts from the appearance of the Condominium Project.
 - c. Hang, shake, or otherwise display linens, clothing, towels, rugs, shoes, mops, bedding, or other similar items from windows, doors, balconies, patios, or passageways. *IR 14*
 - d. Install wiring, pipes, cable, satellite dishes, antennae, machines, equipment, horns, lights, speakers, aerials, and antennas or other transmitting or receiving equipment on the exterior walls or roofs of the building or in such a manner that they protrude through the exterior walls or the roofs or are otherwise visible from the ground or from other units. *IR 6 (Amended by the approval of the Board, June 27, 2011)*
 - e. Place decorations including wind chimes on exterior walls or doors, or on the General Common Elements. *IR 5 (Amended by the approval by the Board, June 27, 2011)*
 - f. Hold an open house on the property. Real estate agents are permitted to have an open house once a month, the date to be determined by the Board. Directional signs are allowed on the property during the time of the open house provided the signs are removed immediately after the hours of the open house. *(Amended by the approval of the Board, June 27, 2011)*
- J-3. Common Entrances. Without the Board's approval, the resident and Owners who share a common interior entrance (foyer, staircase, landing, and hallway) may place decorative furnishings in the common interior entrance subject to the continuing and unanimous approval of those residents and Owners. The association is not responsible for insuring, maintaining, protecting, or replacing the furnishings which are displayed solely at the risk of the person contributing them.
- J-4. Window Treatments. An Owner or resident MAY install window treatments inside his/her Unit, at his/her sole expense, provided that any window treatment including drapes, blinds, shades, or shutters be clear or white when viewed from outside the Unit. 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. Aluminum foil and reflective window treatments are expressly prohibited. *IR 13*
- J-5. Board Approval. To obtain the Board's written consent for an alteration or modification, an Owner must submit to the Manager 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 45 days after it receives the Owner's request may be construed as no objection to the proposed changes. *Bylaw XI.7(b)*

K. VEHICLE RESTRICTIONS

- K-1. Permitted Vehicles. To be permitted on the Condominium Project, a vehicle must be operable and must display a current license tag and inspection sticker. For purposes of these Rules, vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles. The following are not permitted on the Condominium Project without the Board's consent: trailers, boats, recreational vehicles, buses, large commercial trucks, industrial vehicles.
- K-2. Gate Transmitters. Admittance to the Condominium Project requires use of a remote control gate transmitter which may be purchased by Owners and residents through the management office. Any person in possession of a transmitter will, on request, produce a valid driver's license or other picture identification. Any transmitter found in the possession of a person who is not registered with the Manager will be confiscated. Replacement of a lost or confiscated transmitter, or the purchase of an additional transmitter, requires payment of a fee.
- K-3. Control Access Gates. Each Owner and resident will respect the purpose of the control access gates and will not do or permit any act that reduces the effectiveness of the gates.
- K-4. Speed. A speed limit of 10 miles per hour will be observed and signs will be posted at strategic corners. *(Amended by the approval of the Board, June 27, 2011)*

- K-5. Repairs. Washing, repairs, restoration, or maintenance of vehicles is prohibited, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.
- K-6. Assignment of Spaces. Each Unit has at least one assigned parking space. Parking assignments are made by the Association and are subject to change from time to time. An Owner of the Unit to which a space is assigned may have an unauthorized vehicle stickered, wheel-locked, towed or otherwise removed from the assigned space at the expense of the vehicle's owner. *IR 4*
- K-7. No Obstruction. No vehicle may be parked in a manner that impedes or prevents ready access to any entrance or exit from the Condominium Project. No vehicle may obstruct the flow of traffic, constitute a nuisance or otherwise create a safety hazard on the Condominium Project. No vehicle may be parked in a manner that permits any part of that vehicle to extend into driveways. *IR 4*
- K-8. Designated Areas. No vehicle may be parked, even temporarily, in spaces reserved for others, in fire lanes, or in any area designated as "No Parking." A vehicle may not park in a space marked "Loading Zone" or "Authorized Parking" for more than 30 minutes. A vehicle may not park in a space marked "Handicapped" without a current valid State-issued handicap sticker, sign, or license plate.
- K-9. Proper Placement. Each vehicle must be parked straight-in (not angled or sideways), so that it does not occupy more than one space or a space in excess of 9 feet in width. Parking spaces must be used for parking purposes only. No vehicle, including motorcycles, may be driven, parked, or placed anywhere on the Condominium Project except in designated parking areas and on paved driveways. Motorcycles may not be chained to buildings, carports, fences, or any other part of the Condominium Project, unless designated for that purpose. *IR 4*
- K-10. Unassigned or Visitor Spaces. The use of unassigned and visitor parking spaces must be rotated, and may not be used for storage of vehicles or used consistently by the same driver or vehicle. No resident, guest, or vehicle may use the same unassigned or visitor space for more than 2 days/nights out of every 3 days/nights.
- K-11. Nuisances. Each vehicle must be muffled and must be maintained and operated to minimize noise, odor, and oil emissions. The use of car horns on the Condominium Project is discouraged. No vehicle may be kept on the Condominium Project if the Board deems it to be unsightly, inoperable, inappropriate, or in violation of these Rules.
- K-12. Motorbikes. Motorcycles, motorbikes, or other motorized vehicles may not be operated on the Condominium Project except to provide transportation directly between a parking space and a point outside the Condominium Project.
- K-13. Violations. Any vehicle in violation of these Rules may be stickered, wheel-locked, and towed or otherwise removed from the Condominium Project 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 Rules violations.

L. TRASH DISPOSAL

- L-1. General Duty. Each resident will endeavor to keep the Condominium Project clean and will dispose of all refuse in receptacles provided specifically by the Association for that purpose. A resident will **NOT** litter Common Elements, empty car ashtrays onto pavement, or throw debris from windows, doors, or balconies. *IR 9*
- L-2. Hazards. A resident may **NOT** store trash inside or outside his/her Unit in a manner that permits the spread of fire, odors, seepage, or encouragement of vermin. Before discarding coals, ashes, logs, or other materials used in barbecue grills or fireplaces, residents will ensure that the debris is thoroughly cold. *IR 9*
- L-3. Excess Trash. Each resident will place trash entirely within a dumpster and may **NOT** place trash outside, next to, or on top of the dumpster. If the dumpster is full, the resident should locate another dumpster or hold his/her trash until the dumpster has been emptied. Boxes and large objects should be crushed or broken down before being placed in the dumpster. Dumpster doors are to be closed at all times when not in use. Each

resident will arrange privately for removal of discarded furnishings or any unusually large volume of debris.
IR 9

M. PETS

- M-1. **Subject to Rules.** A resident may not keep or permit on the Condominium Project a pet or animal of any kind at any time, except as permitted by these Rules and the Governing Documents. **IR 10**
- M-2. **Permitted Pets.** Subject to these Rules, a resident may keep in his/her Unit (i) a house pet, the weight of which, at maturity, will not exceed 20 pounds; or (ii) 2 house pets, the combined weight of which, at maturity, will not exceed 30 pounds. Permitted house pets include domesticated dogs, cats, caged birds, and aquarium fish.. **(Amended by the approval of the Board, June 27, 2011)**
- M-3. **Prohibited Animals.** No resident may keep a dangerous or exotic animal, pit bull terrier, trained attack dog, 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 any commercial purpose. No house pet may be kept unless it is vaccinated and licensed, as required by the city. An Owner will provide proof of vaccination and license on request by the Association.
- M-4. **Indoors/Outdoors.** A permitted pet must be maintained inside the Unit. No pet is allowed on General Common Elements unless carried or leashed. No pet may be leashed to a stationary object on the Common Elements. No pet is allowed, at any time, in the swimming pool areas.
- M-5. **Disturbance.** Pets must be kept in a manner that does not disturb another resident's rest or peaceful enjoyment of his/her Unit or the Common Elements. No pet may be permitted to bark, howl, whine, screech, or make other loud noises for extended or repeated periods of time. **IR 10**
- M-6. **Damage.** Each resident is responsible for any property damage, injury, or disturbance his/her pet may cause or inflict. The resident will compensate any person injured by his/her pet. Any resident who keeps a pet on the Condominium Project is deemed to have indemnified and agreed to hold harmless the Manager, Board, Association, and other Owners and residents from any loss, claim, or liability of any kind or character resulting from any action of his/her pet or arising by reason of keeping or maintaining such pet on the Condominium Project.
- M-7. **Pooper Scooper.** No resident may permit his/her pet to relieve itself on the Condominium Project, except in areas designated by the Board for this purpose. The resident is responsible for the removal of his/her pet's wastes from the Common Elements. The Board may levy a fine against a Unit and its Owner each time feces are discovered on the Common Elements and attributed to an animal in the custody of that Unit's resident.
- M-8. **Removal.** If a resident or his/her pet violates these 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 will 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, on written notice from the Board, may be required to remove the animal. Each resident agrees to permanently remove his/her violating animal from the Condominium Project within 10 days after receipt of a removal notice from the Board. **IR 10**

N. ASSESSMENTS

- N-1. **Due Date.** An Owner will timely and fully pay monthly assessments (maintenance and utility fees) and special assessments. Monthly assessments are due and payable on the first calendar day of each month.. Any assessment that is not fully paid when due is deemed delinquent. When the account of a Unit becomes delinquent, it remains delinquent until paid in full -- including collection costs and late fees. **Dec. 20**
- N-2. **Form of Payment.** HOA payments will be made using the coupon book provided by the Manager's office or through automatic withdrawal from the Owner's bank. Payments may not be made to the 5800 office. **(Amended by the approval of the Board, June 27, 2011)**

- N-3. Late Fees & Interest. If the Association does not receive full payment of a monthly assessment by 5:00 p.m. on the fifth calendar day of the month, the Association may levy a late fee of \$5.00 per day from the first day of delinquency until the delinquency is paid in full. An account that remains delinquent for more than 15 days is also subject to interest at the rate of 10 percent per annum. *Bylaw IV.3(f), TUCA & 82.102(a)(12) (Amended by the approval of the Board, June 27, 2011)*
- N-4. Liability for Collection Costs. The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.
- N-5. Application of Payments. All payments received by the Association may be applied in the following order, starting with the oldest charge in each category until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose: *TUCJA & 822. 102(a)(13)*
- | | |
|--|-----------------------------------|
| a. Collection costs and attorneys fees | f. Delinquent regular assessments |
| b. Fines | g. Delinquent utility assessments |
| c. Reimbursable expenses | h. Current special assessments |
| d. Late charges & interest | i. Current regular assessments |
| e. Delinquent special assessments | j. Current utility assessments |
- N-6. Partial and Conditioned Payment. The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Unit's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within 30 days after being deposited by the Association may be deemed accepted. The acceptance by the Association of partial payment of delinquent assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.
- N-7. Limitations of Interest. The Association and its officers, directors, managers, and attorneys intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Declaration, the Bylaws, these Rules, or any other Governing Document, the Association is not entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If the Association ever receives, collects, or applies as interest a sum in excess or the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid special and regular assessments or reimbursed to the Owner if those assessments are paid in full.

O. FINES

- O-1. Policy. The Association uses fines to discourage violations of the Governing Documents and to encourage compliance when a violation occurs -- not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Governing Documents. The Association's use of fines neither interferes with its exercise of other rights and remedies for the same violation nor limits the Association's use of fines to the exclusion of other remedies.
- O-2. Owner's Liability. An Owner is liable for fines levied by the Association for violations of the Governing Documents by the Owner, the occupants of the Unit, and the relatives, guests, employees, and agents of the Owner and occupants. Regardless of who performs the violation, the Association will direct its communications to the Owner although the Association may also send copies of its notices to the Unit occupant.
- O-3. Violation Notice. Before levying a fine, the Association will give the Owner a written violation notice and an opportunity to be heard. This requirement of State law may not be waived. The Association's written violation notice will contain the following items: (i) the date the violation notice is prepared or mailed; (ii) a description of the violation; (iii) a reference to the rule or provision that is being violated, (iv) a description of the action required to cure the violation; (v) the amount of the fine; (vi) the statement that not later than the 30th day after the date of the violation notice the Owner may request a hearing before the Board to contest

the fine; and (viii) the date the fine attaches or begins accruing (the "Stamp Date"), subject to the following: *TUC4 82.102(a)(12), (c), (d) & (e)*

- a. New Violation. If the Owner was not given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months, the notice will state a specific date by which the violation must be cured to avoid the fine, if the violation is ongoing or continuous. If the violation is not ongoing but is instead sporadic or periodic, the notice must state that any future violation of the same rule may result in the levy of a fine.
 - b. Repeat Violation. In the case of a repeat violation, the notice will state that, because the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months, the fine attaches from the date of the violation notice.
- O-4. Violation Hearing -To request a hearing before the Board, an Owner must submit a written request to the Manager within 30 days after the date of the violation notice. Within 10 days after receiving the Owner's request for a hearing, the Association will give the Owner notice of the date, time, and place of the hearing. The hearing will be scheduled for a date within 45 days from the date the Association receives the Owner's request and should be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. Pending the hearing, the Association may continue to exercise its other rights and remedies for the violation, as if the declared violation were valid. The Owner's request for a hearing suspends only the levy of a fine. The hearing will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Owner may attend the hearing in person or may be represented by another person or written communication. No audio or video recording of the hearing may be made. The minutes of the hearing shall contain a statement of the results of the hearing and the fine, if any, imposed. A copy of the violation notice and request for hearing should be placed in the minutes of the hearing. If the Owner appears at the meeting, the notice requirements will be deemed satisfied.
- O-5. Levy of Fine. Within 30 days after levying the fine, the Association must give the Owner notice of the levied fine. If the fine is levied at the hearing at which the Owner is actually present, the notice requirement will be satisfied if the Board announces its decision to the Owner at the hearing. Otherwise, the notice must be in writing. In addition to the initial levy notice, the Association will give the Owner periodic written notices of an accruing fine or the application of an Owner's payments to reduce the fine. The periodic notices may be in the form of monthly statements or delinquency notices.
- O-6. Amount. The Association may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association may establish a schedule of fines for certain types of violations. If circumstances warrant a variance from the schedule, the Board will document the reasons for the variance in the minutes of its meeting. The Association allows fines to accumulate and will establish a maximum amount for a particular fine, at which point the total fine will be capped.
- O-7. Type of Levy. If the violation is ongoing or continuous, the fine may be levied on a periodic basis (such as daily, monthly, or quarterly), beginning on the Start Date. If the violation is not ongoing, but is instead sporadic, the fine may be levied on a per occurrence basis.
- O-8. Collection of Fines. The Association is not entitled to collect a fine from an Owner to whom it has not given notice and the opportunity to be heard. The Association may not foreclose its assessment lien on a debt consisting solely of fines. The Association may not charge interest or late fees for unpaid fines.

P. MISCELLANEOUS

- P-1. Right to Hearing. An Owner may request in writing a hearing by the Board regarding an alleged breach of these Rules by the Owner or a resident of the Owner's Unit. The Board will schedule a hearing within 30 days after 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.
- P-2. Revision. These Rules are subject to being revised, replaced or supplemented. Owners and residents are urged to contact the Manager to verify the rules currently in effect on any matter of interest. These Rules will

remain effective until 10 days after the Association delivers notice of the amendment or revocation of these Rules to an Owner of each Unit.

- P-3. Other Rights. These Rules are in addition to, and will in no way whatsoever detract from the rights of, the Association under the Declaration, Bylaws, Articles of Incorporation, and the laws of the State of Texas.
- P-4. Effective Date. These rules will become Effective October 15, 1995, provided that copies of these Rules have been delivered to an Owner of each Unit as shown on the records of the Association at least 10 days prior to the effective date.

Adopted by the Board of Directors of the 5800 Royal Lane Condominiums, Inc., at its meeting on September 18, 1995, at which a quorum was present.

Adopted by the Board of Directors of the 5800 Royal Lane Condominiums, Inc., at its regular January 14, 2002 Board Meeting (at which a quorum was present) amending its "Rules and Regulations" by adding a sentence to Pets M-2 and a new section, Leases D-7.

Adopted by the Board of Directors of the 5800 Royal Lane Condominiums, Inc., at its regular August 25, 2003 Board meeting, (at which a quorum was present) amending its "Rules and Regulations" by adding a sentence to Leases D-8.

Adopted by the Board of Directors of the 5800 Royal Lane Condominiums, Inc., at its June 27, 2011 Board meeting (at which a quorum was present) amending its "Rules and Regulations" by adding to Obligations of Owners and Residents B-2, Leases D-1 and D-7, General Use and Maintenance of Unit E-8 and E-12, General Use and Maintenance of Common Elements F-1, Architectural Control J-2d, J-2e, J-2f, Vehicle Restrictions K-4, Pets M-2, and Assessments N-2, N-3, and deleting D-6.

THE 5800 ROYAL LANE CONDOMINIUMS, INC.

By: Beth Kennedy, president
Beth Kennedy, President

By: Peggy McLane
Peggy McLane, Secretary