

**FIRST AMENDED RULES AND REGULATIONS OF**  
**WATERFORD PARK TOWNHOMES**

**These rules shall take effect on September 15, 2017 and are intended to and shall replace and supersede all prior rules and regulations adopted and promulgated by the Board of Directors of Waterford Park Townhomes Association.**

**Definitions:**

For purposes of these rule, the following definitions shall apply:

“Common Area” shall mean all platted reserves and the lake shared with Brightwater Subdivision, and all other property within the subdivision which is not owned by a Homeowner. Common Area shall include all streets within the Subdivision

“Subdivision” shall mean the Waterford Park Townhomes, including all common areas and properties owned by Homeowners.

“HOA” shall mean the Waterford Village Townhome Association acting through its Board of Directors, authorized Officers or any Committee appointed by the Board of Directors.

“Construction” shall mean any improvement, change, modification, repair, addition, deletion, removal, substitution, replacement made by a homeowner to all or part the homeowner’s property, including the home, driveway, sidewalk, structure, irrigation and drainage systems, and Vegetation.

“Vegetation” shall mean grass, trees, plants, shrubs and vines.

“Plant Vegetation” shall mean all Vegetation except grass.

“Bed” shall mean any raised or non-raised area containing Plant Vegetation.

“Approved Vegetation” shall mean all Vegetation that was originally planted by the developer of the Subdivision or any builder, in addition to all Vegetation thereafter planted by a homeowner in accordance with HOA Restrictive Covenants and the Rules and Regulations. Approved Vegetation also includes all Vegetation replaced by a homeowner where the replacement Vegetation is similar or identical to the Vegetation which is being or has been replaced.

“Approved Exception” shall mean an exception to these Rules granted by the HOA to a Homeowner to take action which would otherwise be in violation. All Approved Exceptions must be requested in submitted in writing using the official form available through the HOA’s management company. An Approved Exception must be in writing approved by the Board of Directors in order for it to be effective. Any Approved Exception may be revoked if not maintained by the Homeowner or if not made or done in accordance with plans, specifications and Application submitted to the Board.

“Consecutive Hour(s)” shall include each of the following: (i) one sixty minute period of time after another without interruption; and, or (ii) one sixty minute period of time after another where there is an interruption of no more than 30 minutes in any 60 minute period of time. As an example only, ten consecutive hours may be as few as 300 minutes in any 600 minute period of time or as many as 600 minutes in any 600 minute period of time.

“Decorative Items” shall mean any item or thing which is ordinarily used to beautify, adorn, enhance and, or attract attention to any part of a Homeowner’s home and, or property. Decorative items include, but are not limited to: (i) annual plants; (ii) statues and monuments (iii) swing sets, porches, patios, tents, coverings or other structures; (iv) pictures, sculptures, art; (v) decals, placards, and pennants; (vi) flags (except the American Flag, Texas Flag and, or Flag of a branch of the US Military); (vii) lighting (except lighting permitted elsewhere in these Rules and Regulations); (viii) lettering, pictures and unauthorized signs; (ix) potted plants; (x) personal items; (xi) fountains and baths; (xii) furniture and furnishings; and (xiii) bird and animal feeders.

“Lawn and Garden Implements” shall mean all items used in the installation and, or maintenance of a lawn, trees, gardens and beds. A non-exhaustive list of items constituting Lawn and Garden implements is as follows: rakes, shovels, hoes, lawnmowers, lawn edger, weed eaters and spreaders. Garden hoses and storage units for garden hoses as well as sprinklers are specifically excluded from the definition.

“Serious Violation” shall mean any violation which the HOA, in its sole judgment, deems or perceives to be: (i) an immediate threat to Common Area property; (ii) immediate threat to the property or pet of another homeowner; (iii) perilous to the safety of any homeowner, family member of a homeowner or invitee of a homeowner; (iv) perilous to the safety of any Officer, Director of the HOA or any third party hired or engaged by the HOA; (v) increases the risk of liability to the HOA, its Board of Directors and, or Officers; and (vi) detrimental to the welfare of the HOA or any of its members requiring correction of the violation without strict adherence to all or any part of the Violation/Corrective Process.

“Single Family” shall mean a residential unit occupied by one or more persons related by blood, marriage, or adoption, but no more than two persons not so related, living together as a single housekeeping unit.

**Vegetation:**

- The mowing of all grass in front of a homeowner’s original fencing (“front lawns”) is the responsibility of the HOA. All homeowners are responsible for mowing all grass in their rear and side yard which includes all parts of a lawn enclosed by the fencing on a homeowner’s property and all parts of a lawn which cannot be seen from a street and, or common area within the subdivision (“rear lawns”). Homeowners are required at all times to maintain the lawns in their rear yards at a height not to exceed 6 inches. The HOA may, at its option, cut or have cut all parts of a Homeowner’s lawn which is higher than 6 inches in height and charge the Homeowner with the cost incurred by the HOA for having the lawn cut.
- Each homeowner is required when necessary to fertilize, water, and provide weed, fungus and insect treatment as necessary to maintain front lawns in a healthy and green condition, free of

weeds and free of visible damage from insects, fungus and other disease. A homeowner is required to remove and replace all dying and dead grass in their front lawns. Each homeowner is required to provide all necessary treatment for fungus, insects and weeds in his or her rear lawn so as not to spread to the any grass in the common area or to the front yard or rear lawns of another resident.

- All Beds shall contain Approved Vegetation (except grass) and must be kept free of weeds.
- Each Homeowner is responsible for the maintenance of Vegetation on his or her property. Homeowner's are required to remove and replace all dead or dying Vegetation. All Beds containing Plant Vegetation are required to be mulched when necessary but, in no case, less than once annually. Rocks in lieu of mulch may not be used in any Bed and, or around Plant Vegetation when such rocks are visible from any Common area.
- When any Vegetation is replaced by a Homeowner in an area visible from a Common Area are of the kind and quality as the original, no approval of the HOA is required. Any change in the quality or kind of Vegetation and, or any change to the design of a Bed which are visible from a Common Area require approval of the HOA.
- Non-Perennial Plant Vegetation, including vegetable gardens and trellises are strictly prohibited in any area visible from a Common Area.
- No modification, change or addition to landscaping, including, but not limited to: (i) shapes, sizes and locations of Bed; (ii) types, kinds and number of Vegetation; and (iii) placing, replacing or removing brick, rock, cement or other boarder materials; shall be made without the approval of the HOA. When approved by the HOA as an Approved Exception, only natural stone may be used as a boarder for Beds. Edging materials made of metal, wood, composite, cement, fiberglass, plastic and bricks will not be approved by the HOA as a trim or boarder material for Beds.
- Potted plants may be placed on or hung from a Homeowner's covered porch provided: (i) the pots contains a live plant; and (ii) the pot is removed or secured during windy conditions (i.e. when winds exceed 25 m.p.h.). No potted plants may be located in a Bed, driveway, side walk or in, on or among Vegetation.

### **Parking of vehicles**

- Each homeowner has four spaces in which to park a vehicle—two in a homeowner's garage and two on a homeowner's driveway (Homeowner's Parking Area). Homeowner's are prohibited from parking his or her vehicle in a Common Area without first having at least two vehicles parked in a Homeowner's Parking Area. Guests, subject to the other rules and regulations which follow pertaining to parking of vehicles, may park their vehicle on the street even if the Homeowner does not have at least two vehicles parked in a Homeowner's Parking Area.
- All vehicles which are parked on a street shall be no further than 12 inches from the curb and shall be facing in the same direction as the flow of traffic.
- The HOA is authorized to further control parking on streets and in common areas through the issuance of parking permits (without a charge or with a charge not to exceed \$50.00 per vehicle per year), through the posting of signs or painting a part of a street with the restriction.

Street parking is prohibited:

- in all non-parking areas designated by red painted curbs.
- where any portion of the vehicle overlaps a Homeowner's driveway unless the Homeowner has given his or her consent;
- where any portion of the vehicle overlaps a Common Area or sidewalk;
- when the vehicle is inoperable or out of registration by more than 60 days;
- when the parking of a vehicle which results in an obstruction to traffic or a hazard to persons, property and pets; and, or
- For more than 24 Consecutive Hours.
- All vehicles which are on blocks, jacks or risers or which are inoperable must be parked out of sight in the garage of the Homeowner. Repairs to vehicles must be made in the Homeowner's garage.
- Any vehicle displaying the name of a business or organization, bearing a commercial license plate and, or used for business purposes shall not be parked on a street, driveway or common area for more than 8 hours in any twenty-four hour period. This prohibition does not apply to delivery trucks, moving trucks, repair and utility trucks owned by a company actively providing services to a Homeowner
- Trailers, boats and motorhomes may not be parked or stored within the subdivision for more than twenty-four (24) Consecutive Hours.

The HOA, at its sole option, may take one or more of the following actions to remedy a violation of this section in addition to the corrective actions set forth in the Violation/Correction Section of these Rules:

- Have the vehicle towed at the cost and expense of the Homeowner. All towing and storage charges incurred by the HOA shall be charged as an assessment to the Homeowner's account and against the Homeowner's property.

#### **Trash cans and Recycle bins**

- Trash cans and Recycle bins must be stored in a place where they are not visible from a Common Area, except that trash cans and Recycle bins may be stored on the side of a home as long as it is behind the homeowner's air conditioning unit. Trash cans, recycle bins and disposable trash bags may be brought down to the curb no earlier than 6:00 p.m. on the day before a scheduled trash pick-up day and must be stored away by 11:59 p.m. on the day of trash pick-up.
- All trash bins must have tightly fitting covers to prevent trash from escaping and being blown away. Trash bags must be tightly fastened
- Trash cans, recycle bins and disposable trash bags must be free of tears which will allow liquids to leak.
- Recycle bins shall not be placed out on windy days where its contents will or are likely to escape or being blown away.

#### **Signs, placards, decorations, sporting equipment, clotheslines and Lawn and Garden Implements.**

- Signs issued by a security company or alarm company. Homeowners may display one (1) sign issued by a security or alarm company provided: (i) no part of the sign extends higher than 18 inches from the ground; (2) the sign is installed and maintained in a completely vertical position, not tilted forward, backward, right or left; (3) the Homeowner is using the security or alarm services of the company which issued the sign; and (4) the sign must be situated in a portion of a Bed which is closest to the front door of the home.
- Realtor Signs: Homeowners may display one (1) “for rent” or “for sale” sign provided: (1) no part of the sign extends higher than 4 feet above the ground; (2) the sign is installed and maintained in a completely vertical position so that it is not tilted forward, backward, right or left; (3) the Homeowner’s sign is actually for sale or for lease, as the case may be; and (4) the sign must be located on a grassy area between the Homeowner’s house and the sidewalk.
- Political signs: Homeowners are allowed to display one political sign for each political race or office provided: (1) the sign is not installed more than 90 days before an election and removed within 10 days after the election; (2) the sign does not extend higher than 60 inches above the ground; (3) the sign is installed and maintained in a completely vertical position, not tilting forward, backward, right or left; and (4) the sign, including its frame, supports and legs is no larger than four feet by six feet.
- Decorations and Other signage: Except as otherwise provided in this section, Homeowners are prohibited from installing and, or displaying any Decorative Items and signs (other than Political, Realtor or Security/Alarm signs) on or in view of a Common Area without the prior approval of the HOA. Homeowners may display decorations in commemoration or celebration of a religious holiday provided the decorations are displayed no more than thirty (30) days prior to the holiday and the decorations are removed no more than fourteen (14) days after the holiday is concluded. Homeowners may display decorations in celebration or observance of non-religious holidays, such as Thanksgiving, Veteran’s Day, Independence Day and Halloween provided the decorations are not displayed more than seven (7) days before the holiday and removed no more than seven (7) days after the holiday is concluded.
- Windows: Signs, reflective material, decals, tinting, lettering and Decorative Items, wiring, and other objects affixed to a window or situated on a window sill and which can be seen from a Common Area are strictly prohibited. Torn window screens and broken inside window coverings must be replaced or repaired. Homeowners must get HOA approval before changing or making changes to windows and, or window screens. No equipment, including A/C or heating units may be installed in or vented through a window.
- Clothes Lines and Clothes Racks: Clothes lines and clothes racks of both a permanent and temporary nature are strictly prohibited. They may not be used, stored, displayed, installed and, or located anywhere within the subdivision where it is able to be seen from the property of another homeowner and, or a Common Area.
- Antennas: All antennas, including satellite dishes, must be placed or attached to the rear of each residential unit and all wiring shall be tightly and neatly tacked to the home in a manner that it is least conspicuous from a common area and adjoining homeowners.
- Security Cameras: Installation of security cameras on a home or on a homeowner’s property is encouraged but requires the approval of the HOA. If approved, security cameras must be professionally installed in a manner that they are least conspicuous from view from a common area or from the property of all adjoining homeowners.

- Sporting Equipment: All sporting equipment such as basketball goals, soccer nets, batting cages and the like may be installed, erected and used and located on a Homeowner's property in view from a Common Area only when the piece of equipment is being used. Homeowners must store all sporting equipment out of view from a common area when it is not being used. No sporting equipment shall be installed, erected and used on a Common Area.
- Lawn and Garden Implements: All lawn and garden implements when not in use shall be stored out of view from a Common Area.
- Wiring and other Items: Except for wiring leading to and from a roof antenna, homeowners are prohibited from stringing, hanging, affixing and, or running wires, string, cords, vines and other objects on or from a residence or on or about a homeowner's property if they can be seen from a common area or from the property of an adjoining homeowner.
- HOMEOWNERS MAY NOT SITUATE OR STORE, WHETHER TEMPORARILY OR PERMANENTLY, ANY OBJECT IN OR ON A COMMON AREA WITHOUT WRITTEN AUTHORIZATION OF THE HOA.

### **Lights and Lighting**

Each Homeowner is required to maintain all builder installed lighting in operable condition and must change all burned out lightbulbs. With the exception of path lighting, no other lights or lighting may be installed by a Homeowner on his home or on his property without the prior approval of the HOA.

No lighting, including security lighting, may be affixed to a home or situated on a homeowner's property without first receiving an Approved Exception.

Homeowners may install low-voltage path lighting provided: (i) the lights are professionally installed and maintained; (ii) no wiring is visible; (iii) the lights do not extend more than 18 inches above the ground; (iii) the lights are installed and maintained in a Bed between the structure of a home and the path leading from the driveway to the Homeowner's front porch or entrance; (iv) the fixtures do not emit colored light; (v) the fixtures are evenly spaced and maintained in a completely vertical position, not tilted frontward, backward, right or left; (vi) the lights are all of one kind, type, shape, size and model; and (vii) maintained in good and functioning order.

Lighted signs and signs which require electrical power are strictly prohibited.

Flashing signs and flashing lights are strictly prohibited.

Homeowners assume the risk of loss for any damages caused to path lighting by the HOA and, or a contractor of the HOA.

### **Home and Driveway:**

- Homeowners are responsible for the proper maintenance and repair to the façade, garage doors, front doors, light fixtures, and all other portions visible from a Common Area.
- Garage doors must be kept clean and free of dents and protrusions.

- Home Siding, shutters and other painted surfaces must be kept free of mold, dirt, fading and discoloration.
- Stone, brick and stucco must be kept free of mold, dirt and discoloration.
- Driveways, paths and sidewalks must be free of dirt, mold, stains and oil.
- Front entrance doors must be un-faded and clean.
- NO CONSTRUCTION SHALL BE DONE OR ANY CHANGES, ALTERATIONS, MODIFICATIONS MAY BE MADE BY ANY HOMEOWNER TO HIS OR HER PROPERTY WITHOUT THE PRIOR WRITTEN AUTHORIZATION AND APPROVAL OF THE HOA OR PURSUANT TO AN APPROVED EXCEPTION. Before Construction begins or any modification, change, alterations are made, a homeowner must: (a) submit an application (which can be obtained by the HOA's management company) detailing the Construction; (b) hire an insured and reputable contractor to perform the construction; (c) have the construction done in strict compliance with the application using only first grade materials; and (d) have the application approved by the HOA.
- Each Residential Unit shall be limited and restricted to Single Family use only.
- No for profit or non-profit business, enterprise, practice, trade or commerce shall be conducted in, through or about the Subdivision except that members of a Single Family may use a room in a residential unit as an office provided: (i) no products or inventory is stored in or sold from the home; (ii) no employee and, or contractor work out of the office; (iii) no equipment, other than normal office equipment, is used or operated in the office; and, or (iv) customers, clients and patients do not frequent the office.

**Fencing:**

- All metal and wood fencing within the Subdivision are under the control of the HOA, including portions of fencing which is situated on a Homeowner's property.
- Homeowners are prohibited from hanging, affixing or attaching anything to a fence.
- Homeowners are prohibited from leaning anything against a fence or using a fence for support.
- Fences must be free from all Vegetation.
- Homeowners are prohibited from painting, coloring, staining or applying any material to a fence.

**Pets:**

- The only pets allowed outdoors within the subdivision are cats and dogs.
- Homeowners are limited to no more than three pets.
- Homeowners are responsible for the behavior of their pets. Dogs should be brought indoors when necessary to prevent them from barking or from becoming a nuisance to another Homeowner.
- Pets must be kept on a leash, chain or securely fenced within the Homeowner's back yard when they are outside.
- Homeowners are responsible for picking up and disposing all pet poop/waste. Waste is properly disposed of only when put into a securely fastened plastic bag and placed into one of the HOA's pet disposal stations or in the Homeowner's own trash bin.

NOTICE: The HOA may take immediate action to correct a violation without any notice to a homeowner for all Serious Violations.

**Miscellaneous Rules:**

- Homeowner's are responsible (including financially responsible) for the actions of and all damages caused by their tenants, guests, visitors, occupants, contractors and invitees. Homeowners are responsible for compliance with these rules by their tenants, guests, visitors, occupants, contractors and invitees.
- The HOA's interpretation and application of these rules and regulations shall be uniform, final and conclusive.
- Applications for variations to the Restrictive Covenants and these Rules and Regulations may be obtained from and submitted to the management company hired by the HOA.
- Failure of the HOA in any case to notify a Homeowner of a violation and, or take remedial action shall not be deemed a waiver of any covenant, rule and, or regulation and shall not prevent the HOA from enforcing the covenant, rule and, or regulation for the same or any other violation.
- All exceptions to any prior version of the Rules and Regulations approved by the HOA shall continue as an Approved Exceptions under this Amended version of the Rules and Regulations.
- All Approved Exceptions may be conditioned and limited with notice to the homeowner.
- Homeowner's assume the risk of loss for any damages caused by the HOA, its officers, directors, contractors and employees in the good-faith implementation and enforcement of these rules and regulations and in the taking of any remedial or corrective action.
- The actions specified which the HOA may take are not exclusive actions which may be taken by the HOA to remedy a violation of the rules. Any violation(s) repeated three times in any 180-day period shall be deemed a continuing violation which has not been corrected.

THE FOREGOING FIRST AMENDED RULES AND REGULATIONS WERE APPROVED AND ADOPTED UNANIMOUSLY BY THE BOARD OF DIRECTORS AT A SPECIAL MEETING OF THE BOARD OF DIRECTORS OCCURRING ON AUGUST 15, 2017.