

State of Texas

County of Bexar

Villa Tanglewood Condominiums Homeowners Association, Inc.

Rules & Regulations

The guidelines for operating the Villa Tanglewood condominium units are set forth in the By-Laws of the Villa Tanglewood Condominium Homeowners Association and the Declaration ("Declaration") of the Villa Tanglewood Homeowners Association. The Board of Directors, acting on behalf of the Villa Tanglewood Condominium Homeowners Association, Inc. (referred to herein as the "Association"), has adopted the following Rules and Regulations. These Rules and Regulations are consistent with and based on the guidelines set forth in the By-Laws, Declaration and Resolutions. The Declaration is filed of record in Vol. 3047 Page 315 of the Official Public Records of Bexar County, Texas.

These rules supplement and amend the rules filed of record in Document no. 20120020337 and Document no. 20150009364, both of the Official Public Records of Bexar County, Texas. They also REPLACE the first 10 pages of Exhibit A of the rules filed as document no. 20120020337 in the Official Public Records of Bexar County, Texas (beginning at the "Resolution adopted by unanimous consent" page and continuing through the Swimming Pool and Swimming Pool Area Rules.)

Welcome to Villa Tanglewood Condominiums

The Board of Directors and Management ask that you take a moment to read over the Rules and Regulations that govern the property. Community living can only be successful when all residents comply with the regulations as set forth in their recorded documents.

Because Villa Tanglewood is a condominium, NOT an apartment complex, the Board of Directors has the fiduciary responsibility and power to enforce all rules and regulations in order to preserve and maintain the integrity of the property.

Wildwood Management Group	(210) 732-0000
(Management Company)	(210) 733-3415 Fax
Emergencies	911

Homeowners Property

Villa Tanglewood is a condominium and is owned by many individuals. The only funds available for the management and support of the property come from monthly assessments paid by the owners. These fees are pro-rated based on the percentage of common element owned.

Assessments and fees

A handling fee of \$25.00 will be assessed on any maintenance fee not paid on or before the tenth (10th) of each month.

Assessments are due and payable on the first day of each month and are late after the tenth (10th).

Utility charges are in accordance with public utility commission rules, and late it not paid on or before the tenth (10th) day of the month due. After proper notice, electricity may be terminated and a \$10.00 reconnect fee will be assessed.

A fee of \$25.00 will be assessed to a unit owner for any returned/NSF check.

By law and the deed restrictions of our community, any type of assessment, monthly maintenance fee, handling fee, etc. which becomes delinquent results in an automatic lien on the unit, regardless of whether a lien is filed of record. Assessments delinquent more than ninety (90) days will be turned over to the Association attorney for foreclosure.

Balconies and Patios

Exposed (in plain view) storage is not allowed. Residents must keep their balconies and patios clean and in good condition. Articles may not be displayed, hung or stored on balconies, patios, fences or railing. Saucers are required under ALL potted plants. The Board of Directors must approve all visual barriers.

Common Elements

Any obstruction, disfiguration, damage or destruction to common elements, including, but not limited to trees, shrubbery, parking cover support poles, balconies, stairways, sidewalks, entrances and hallways is prohibited. Damage caused by residents or guests of owners is the responsibility of that individual owner and will result in an assessment for the damages to their homeowners account with the association.

Owners Responsibilities

Heating and Air Conditioning – Owners are responsible for all aspects of the heating and air conditioning unit including ducts and compressors. Keep in mind that filters should be changed frequently to avoid condensation line overflow and to extend the life of the system. A great deal of damage can be done by condensation line overflow. Please notify the management office prior to replacing compressors located on the roofs.

Doors, Windows and Screens – Owners are responsible for all doors, windows and screens exclusively servicing an individual unit, and Each owner

shall ensure such doors, windows and screens are kept clean, painted and in good condition.

Damage – Each Owner are responsible for damage to the common elements and/or adjacent units that is sustained by reason of the negligence or willful misconduct of that Owner or the Owner's family, guests, or tenants. The association is not responsible and will NOT become involved in resolving, settling or negotiating damage claims between unit owners.

In addition where damage to a unit or common elements results from the negligence, misuse or act or omission of owner or owner's resident, guest, contractor or other invitee, including without limitation a unit owner's improper and/or lack of code compliance of electrical or plumbing remodel, replacement or installation, the Owner will be liable for and Association may assess Owner's account for all costs of the repairs. This will include items such as washer/dryers, central heat and air units, and major remodeling to units.

ACC approval - In accordance with the recorded covenants, conditions and restrictions of the association, and in order to protect each individual unit owner's rights and values and the integrity of the complex, it is required that any unit owner who is considering improvement of his deeded property to include, but not limited to patios, balconies, outside buildings, fencing, electrical or plumbing remodel, replacement or installation within said unit (refer to above DAMAGE section) to submit an ACC approval form to the homeowner's association and receive written approval for such work prior to initiating work on the planned improvements for Board consideration and approval.

Know that if any above referenced change/modification is made without ACC approval, the association has the right to require removal of the improvement or alteration, and Owner may be assessed for all associated costs.

Unit Owner's Resident Data - Each unit owner shall complete an information form regarding the names of the occupants of the unit, their contact information (phone or cell phone), identifying information on their cars and license numbers, and phone numbers of individuals to be contacted in

the event of an emergency. This information will be kept on file by the property management company of record.

Employees

Directing Employees - No owners, resident or guest shall direct or reprimand any employee or any vendor under the direction of the Board of Directors or the Association Manager. Refer question or concerns to management.

Performing Private Work – Employees are assigned and responsible for completion of specific Association maintenance tasks during regular working hours. DURING REGULAR WORKING HOURS, THEY ARE NOT PERMITTED TO PERFORM PERSONAL OR INTERIOR UNIT SERVICES FOR OWNERS, RESIDENTS OR GUESTS.

Maintenance personnel may, however, be available for in-house work after hours. Owners may leave a note on the maintenance room door requesting contact by maintenance personnel after regular working hours.

Owners, Residents or Guests who employ, compensate or direct Maintenance personnel to perform off-duty work shall be deemed to have agreed to indemnify and hold harmless the Association, each of its members, the Board of Directors and Management from any loss, claim or liability of any kind arising out of or resulting from such off-duty work.

Garbage and Recycling Pick Up

Garbage and Recycling are picked up Monday through Friday and must be put out no later than 9:00 am. The garbage and recycling will only be picked up once a day and there is no pick-up on weekends or holidays. Only garbage secured in tightly sealed plastic bags, placed outside the rear patio/balcony will be picked up. Recycling must be secured separately in clear/translucent bags. No garbage or recycling shall be visible on property after daily pick up or on weekends or holidays. In addition to being unsightly, standing trash will attract animals and insects. Boxes must be broken down and taken to the dumpsters by the residents. Noncompliance will result in a violation notice and / or violation enforcement action

Excessive Noise and Nuisances:

In order to preserve the rights and peaceful enjoyment of the premises for all Villa Tanglewood Condominium (VTC) residents, noise control is the responsibility of each unit owner, their respective families, their guests, tenants and tenants guests. Precautionary measures must be taken to avoid disturbing the peace and tranquility to which neighbors are entitled. Sound producing instruments (radios, T.V., stereos, musical instruments, etc.) must not be operated in a manner so as to unreasonably interfere with residents' use and enjoyment of the community. No other noise or condition is allowed to exist (conversations, outdoor noise, car stereos, car revving, etc.) which may unreasonably interfere with residents' use and enjoyment of the community.

Noisy and objectionable activities that disturb neighbors are not permitted. Open houses, estate sales, "garage sales" etc. are strictly prohibited.

Building and exterior alterations

The architectural integrity of all buildings is to be maintained. Exterior alterations, such as enclosing patios, installing washer/dryers on patios or balconies, awnings, changing paint colors, planting in common area, etc., are not permitted without prior written approval from the Board of Directors.

THE FOLLOWING WAS REQUESTED TO BE ADDED TO THIS SECTION BY THE APPROVING BOARD MEMBERS *In regard to installing washer dryer on patios or balconies, as of the date of this document, washer/dryers placed on patios or balconies are required to be enclosed appropriately. Specifications for said enclosure are required to be submitted and approved by the Board of Directors. Refer to Owner's Responsibilities – Damages.*

Parking and Vehicle Restriction

Covered parking is assigned as stated in the Villa Tanglewood Condominium Declaration. Please see that guests and visitors are aware of this. Any resident not in compliance will be issued a warning and is subject to have their vehicle towed. Unit owners should obtain parking assignments at time of purchase by contacting the property management company of record. Owners are encouraged to use their covered parking space and leave the space on the street for visitors.

Inoperable vehicles or junked motor vehicles will not be permitted to remain on property. Without limitation, any inoperable motor vehicle without a current safety inspection sticker or current license plate can be considered a junked motor vehicle, and the owner will be subject to the standard per day fine according to CITY ORDINANCE or other fine determined by the Board.

Boats, trailers, recreational vehicles, camper trailers or semi-trucks are prohibited at all times.

Repair and/or washing of vehicles are not permitted on property.

Pets

Only domesticated household pets are allowed and are limited to TWO pets per unit. Pets are to be medium size pets and any one pet is not to exceed 60 lbs. Any exceptions have to be approved by the Board in writing. Should the unit owner not receive the Board approval in writing, the Board reserves the right to require the owner to remove the offending pet. No owner shall permit animals of any kind to be bred in a unit or in the limited common elements. Pets must be on a leash at all times and owners are responsible for cleaning up after their pets. (Please do not hose down the area onto neighbors premises).

Pets are not allowed around the swimming pool area. If a pet is a nuisance to other residents, the Board, after a hearing, may require remedial action, removal of the pet, or other action as the board deems appropriate.

Bird feeders are prohibited except hummingbird feeders. Any owner who keeps or maintains any pet shall be deemed to have indemnified and agreed to hold the Association, each of its members, the Board of Directors and Management free and harmless from any loss, claim or liability of any kind arising by reason of keeping or maintaining such pet within the condominium property.

All owners with pets must, for each pet maintained in the unit, submit a pet information form promulgated by the Association no later than 10 days after acquiring the pet. For pets in the community as of the date of adoption of this

rule, owners must submit a form for each pet no later than 30 days after distribution of this rule by the Association. Pet information will be kept on file by the property management company of record. Pets should be registered and inoculated as required by law.

Signs

No signs, pictures, banners, posters or advertising devices shall be displayed which are visible to the public from a unit, common element or limited common element without prior written approval of the Board of Directors, except prior approval will not be required to display the American or Texas flag.

Speed Limit

All residents and guests shall observe a ten (10) mile per hour speed limit to protect residents and especially children.

Storage

Owners shall not deposit or store any dangerous, explosive or flammable materials in the Owner's unit, in storage or in or on any part of the common elements.

City Ordinance-Fire Code

Barbecue grills (open flame), open or closed, are prohibited within ten (10) feet of the structure. Any violation of the fire code is subject to a fine up to \$2,000 a day per violation. Therefore, barbecue grills (open flame) cannot be used on balconies, patios or under carports. We also ask that you not leave pits and equipment in the common area overnight.

All walkways require a 3 foot unobstructed path, including staircases (both indoor and outdoor) and sidewalks.

Fireworks of any kind are prohibited anywhere on the property.

Insurance

Each Owner or renter is required to obtain his/her own personal property and

liability insurance. Each Owner or renter is required to obtain a condominium unit owner's policy to protect personal property, including automobiles. The Association is not responsible for personal property damage from any cause. Any claim filed on the Association's blanket policy must go through the management office.

Copy of required owner/renter policies or certificate of insurance coverage must be provided to the Association (in care of its management company) yearly and otherwise as requested by the Association..

Plants

No owner shall plant any vegetation in the common elements unless given specific prior approval from the Board of Directors. Any vegetation planted in the common elements must remain there even if the owner leaves the property.

Swimming Pool and Swimming Pool Area Rules

Pool Hours: 7:00 am to 10:00 pm (Sunday –
 Thursday) 7:00 am to 11:00 pm (Friday
 & Saturday)

Persons using the pool do so at their own risk. The association is not responsible for death, accidents, injuries or loss of personal property. The Association employs no lifeguard.

Only guests accompanied by the resident host are permitted to use the pool. The resident host is responsible for the conduct of their guests.

An adult should accompany children.

In order to prevent serious damage to the filtration system, soap, shampoo and other such products shall not be used in the pool. Swimmers are required to wear appropriate swimwear. Cut-offs, shorts, etc., are not permitted. We all love babies but PLEASE, no babies or other incontinent persons in the pool without rubber pants, swim diapers or the equivalent, and NO PETS in the pool or pool area at any time.

Due to the size of the pool and in the interest of safety, balls, toys, frisbees, etc. are not permitted. No floats are permitted when there are four or more people in the pool.

Noise must be kept to a minimum in consideration of others using the pool and living nearby.

Glass containers are strictly prohibited. CITY CODE

Alcoholic beverages and food are not permitted in the pool area. No diving, running or horseplay is permitted.

Smokers must supply their own ashtrays or use containers provided for this purpose. Please do not empty ashtrays in bushes or ground cover around the pool.

The depth rope and life buoy are mandatory safety measures required by CITY ORDINANCE and removal of either item from the pool area is strictly prohibited.

Fines and enforcement action for violations:

Failure of a Villa Tanglewood Condominium (VTC) resident, unit owner, their respective families, their guests, tenants and tenant's guests to comply with any deed restriction including rules, regulations and bylaws may result in fines, damage assessments, and/or other enforcement action as determined by the Board. Each new violation will begin a fine process. Fines will be charged as part of the unit owner's assessment.

1. Violation Notices.

- i. Courtesy Warning Letter (optional). Upon becoming aware of a deed restriction violation and at the sole option of the Board or management professional, the Association may send a Courtesy Warning Letter

requesting that the owner cure that violation by a date certain to avoid fines or other enforcement action.

- ii. Initial Notice of Enforcement Action -- Fines; Damage Charges. If a violation is not cured in response to a Courtesy Warning Letter or if a Courtesy Warning Letter is not sent, the Board, in addition to all other available remedies, may:

- A. Levy a fine; and/or
- B. Charge the owner for property damage.

Any such action shall be initiated by sending an Initial Notice of Enforcement Action to the owner. The Initial Notice of Enforcement Action shall:

- A. Be in writing and mailed, emailed, or faxed to the most current owner address, email address, or fax number shown on the Association's records or delivered in person to any occupant of the unit.
- B. Describe the violation or property damage at issue.
- C. State the amount of any fine or property damage charge levied against the owner.
- D. If a fine is levied, state a specified date by which the owner may cure the violation and avoid the fine.
 - For a violation that involves an event or condition that no longer exists, the owner shall be informed that the fine is suspended so long as the same or a similar violation does not recur.
- E. Inform the owner that he has 30 days from the date of the notice to request a Board hearing to contest the fine or damage charge.

- iii. Subsequent Notice of Enforcement Action -- Continuing or Repeat Violations. If an owner has been sent an Initial Notice of Enforcement Action and the same violation continues or a similar violation is committed within 12 months, the Association may send the owner a Subsequent Notice of Enforcement Action. A Subsequent Notice of

Enforcement Action shall be of the same form as the Initial Notice of Enforcement Action, except that the Subsequent Notice of Enforcement Action does not need to provide an opportunity to cure the violation and avoid the related fine.

- iv. Timing of Notices. Any Notice of Enforcement Action, whether Initial or Subsequent, shall be sent to the owner within 30 days of the fine or damage charge being levied.

2. Timing for posting fine or damage charge to owner account.

- i. Initial Notice of Enforcement Action -- Fine posted at end of cure period; damage charge posted immediately.

Fines. Any fine described in an Initial Notice of Enforcement Action shall be posted to an owner's account if and when the cure period deadline passes and the violation has not been cured.

Damage charge. Any damage charge described in an Initial Notice of Enforcement Action shall be posted immediately to the owner's account.

- ii. Subsequent Notices of Enforcement Action -- fine posted immediately. Any fine levied in a Subsequent Notice of Enforcement Action shall be posted immediately to the owner's account.

3. Standard Fine Schedule. Below is the Standard Fine Schedule for deed restriction violations. *The Board may vary from this schedule on a case-by-case basis (i.e., set fines higher or lower than indicated below). The Board also may change the fine amounts in this Standard Fine Schedule at any time by resolution, with no need to formally amend this Enforcement Policy.*

- a.) First Violation of any rule, regulation or bylaw – written warning
- b.) Second Violation of same - \$50
- c.) Third Violation of same - \$75
- d.) Fourth Violation of same - \$100
- e.) Fifth Violation of same - \$250
- f.) Sixth Violation of same - \$500
- g.) All subsequent Violation of same - \$500

If a unit owner desires to appeal a fine, the following procedure shall be followed:

- a.) Within 10 days of notification of the fine, the unit owner must notify the property manager in writing requesting an appeal.
- b.) The Board of directors will notify the unit owner of an appointment to meet the Board, which meeting shall be held within 10 days of receipt of the notice of appeal. The applicant for appeal shall have an opportunity to present his position at the meeting. The decision of the Board whether to enforce or repeal the fine shall be final.

4. Hearings. If an owner requests a hearing in a timely manner, that hearing shall be held within a reasonable period of time. The Board may impose rules of conduct for the hearing and limit the amount of time allotted to an owner to present his information to the Board. The Board may either make its decision at the hearing or take the matter under advisement and communicate its decision to the owner at a later date.

5. Authority of agents. The management company, Association attorney, and other authorized agents of the Association are granted authority to send violation notices, levy fines according to the Standard Fine Schedule, and levy property damage assessments, all in accordance with this Enforcement Policy. Such parties may act without any explicit direction from the Board and without further vote or action of the Board. The enforcing party shall communicate with the Board and/or certain designated officers or agents on a routine basis with regard to enforcement actions. The foregoing notwithstanding, the Board reserves the right to make decisions about

particular enforcement actions on a case-by-case basis if and when it deems appropriate.

6. **Owners as Responsible Party.** If a family member, guest, tenant or invitee of an owner damages Association property or commits a violation of the Association's governing documents, the related enforcement action shall be taken against the owner, with all related damage assessments, fines, legal fees, and other charges levied against that owner and the related unit.

**VILLA TANGLEWOOD CONDOMINIUMS
HOMEOWNERS ASSOCIATION, INC.**

Adopted by and through its Board of Directors January 1, 2016.

Filed of record in accordance with Texas Property Code Chapter 202 by Niemann & Heyer LLP, attorneys and authorized agents

Signature: _____

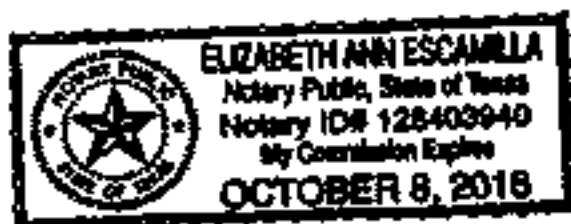
Printed Name: _____

Connie N. Heyer
Connie N. Heyer

STATE OF TEXAS
COUNTY OF TRAVIS

§
§

This instrument was executed before me on the 9 day of March, 2016, by Connie N. Heyer in the capacity stated above.



Elizabeth A. Escamilla
Notary Public, State of Texas

After recording, please return to:

Niemann & Heyer, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

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Gerard C. Rickhoff