

RULES AND REGULATIONS FOR THE NEW PECAN CREEK HOMEOWNERS ASSOCIATION

- I. PREAMBLE**
 - A. AUTHORITIES AND RESPONSIBILITIES
 - B. ISSUANCE OF RULES AND REGULATIONS

- II. ASSOCIATION: MEETING PROCEDURES**
 - A. BOARD MEETINGS
 - B. BOARD MEETING MINUTES

- III. EXTERIOR APPEARANCE, MODIFICATIONS AND LANDSCAPING**
 - A. LANDSCAPING AND YARD DÉCOR/DECORATIONS
 - B. PATIO AND DECKS
 - C. WINDOWS
 - D. DOORS

- IV. OWNERS RESPONSIBILITIES**
 - A. UNIT UPKEEP/MAINTENANCE

- V. GENERAL USE RESTRICTIONS**
 - A. VEHICLES AND PARKING
 - B. PETS

- VI. USE OF COMMON ELEMENTS**
 - A. POOL USE GUIDELINES

- VII. PAYMENT OF ASSESSMENTS**
 - A. COLLECTION POLICY
 - B. LATE FEES/NOTIFICATION

- VIII. VIOLATION(S) OF GOVERNING DOCUMENTS**
 - A. COMPLIANCE
 - B. FINE SCHEDULE
 - C. RESOLUTION PROCEDURE

I. PREAMBLE

1. The following Rules and Regulations (the “Rules”) are provided to give quick reference to the collective governance of the New Pecan Creek Condominiums Homeowners Association Inc. (the “Association”). In addition, the Rules herein are to provide guidance to the owners (each an “Owner” and collectively the “Owners”) of units in the Pecan Creek Condominium complex (“Pecan Creek” or the “Property”). Many items stated herein are found in other governing documents of the Association.
2. The Rules are last in the sequence in the seniority of governing documents. The order of seniority is as follows:
 - a. Law (unless the statute defers to governing documents).
 - b. Condominium Declaration for Pecan Creek Condominiums, dated August 24, 1982 (“Declarations”).
 - c. Articles of Incorporation of New Pecan Creek Condominiums Homeowners Association, Inc. (the “Articles”).
 - d. By Laws of New Pecan Creek Condominiums Homeowners Association Inc. (the “Bylaws”)
 - i. Changes to the Bylaws require a vote by a majority of the Association’s board members (the “Board”).
 - e. Rules and Regulations
 - i. Changes to the Rules require a vote by a majority of the Board.

3. Owners and Tenants (also referred to as “Residents”), Agents and/or guests shall be governed by and shall comply with the terms, covenants and restrictions set forth in these Declarations, Bylaws and Rules.

A. AUTHORITIES AND RESPONSIBILITIES

1. The Board enacts the Rules.
2. The responsibility for the enforcement of the Rules rest with Board and the property manager (the “Managing Agent”).
3. The Managing Agent has the authority to write a violation notice.
4. A Resident and/or Owner may report a suspected rule violation to the Managing Agent by phone call, or in writing (email, text, letter).
 - a. Once a violation is confirmed, a citation will be issued to the Owner and/or Tenant.

B. ISSUANCE OF RULES AND REGULATIONS

1. The Rules are reviewed and updated as necessary. Any new or revised rules adopted during the year will be issued to Owners coinciding with the annual Owners meeting.
2. Every Owner is required to provide a copy of these rules to a new purchaser or tenant prior to the purchaser or tenant signing a contract.
3. Owners are responsible for providing Tenants with all approved revisions to the rules.

II. ASSOCIATION MEETING PROCEDURES

A. BOARD MEETINGS

1. Except for December, meetings of the Board (“Board Meetings”) are held monthly on the last Monday of the month at 5:30 PM Central Time or an alternate time designated by the Board, over video conferencing software, at the office of the Managing Agent or a location determined by the Board and are open to all Owners.
2. The schedule for the Board Meetings will be published at the beginning of each calendar year and will be available from the Managing Agent.
3. Three minutes are allotted at the beginning of each Board Meeting to any Owner wishing to address the Board.
4. Owners wishing to address the Board will need to submit a written request to the Managing Agent no later than one week prior to the Board Meeting.

B. BOARD MEETING MINUTES

1. Copies of all Board Meeting minutes will be available through the Managing Agent.
2. Twelve months of minutes are also posted on the Association’s Portal.

III. EXTERIOR APPEARANCE, MODIFICATIONS AND LANDSCAPING

A. LANDSCAPING AND YARD DÉCOR/DECORATIONS

1. Residents are NOT permitted to add plantings, plant beds, or other landscaping features on or around the common areas.
2. Residents are permitted to keep plants in containers on their patio or deck area.
3. All other decorations not addressed herein require written Board approval. Requests must be submitted in writing and sent to office of the Managing Agent.

B. PATIOS AND DECKS

1. The Board is responsible for the maintenance and upkeep of the railings around the building patio and deck areas.
2. Residents are prohibited from painting and/or staining the railings around their patio and deck areas.
3. Anything connected to or hanging from the wooden deck, patio, building for shade or privacy must be in accordance with established color and safety related guidelines.
 - a. Sunshades are allowed and must be black, brown or tan in color.

C. WINDOWS

1. Window replacement is authorized if the window being replaced is similar in construction, style, and color to the original window.
2. The exterior facing portion of window must be brown or bronze in color.
3. The interior facing portion of the window may be a color of the owner's choice.

D. DOORS

1. Front doors must be a windowless, steel, exterior 6-panel door.
2. Storm doors must be either black, brown, or bronze in color.
3. The exterior facing portion of sliding doors must be brown or bronze in color.
4. The interior facing portion of sliding doors may be a color of the Owner's choice.

IV. OWNER RESPONSIBILITIES

A. UNIT UPKEEP/MAINTENANCE

1. Owners of occupied and/or vacant units are responsible for ensuring their properties are clean and in good working order.

2. Failure to provide for such upkeep and any resulting damage to the areas outside of the individual unit will be the responsibility of the Owner.
3. An Owner shall be obligated to reimburse the Association promptly upon receipt of its statement for any expenditures incurred by it in repairing or replacing any General or Limited Common Element (See the Declarations for definitions of General and/or Limited Common Element) damaged by his negligence or by the negligence of his Tenants, agents, or guests.
 - a. Examples include but are not limited to: Plumbing, Electrical, and HVAC systems.
4. The Association is not responsible for any damage or loss of personal property.

V. GENERAL USE RESTRICTIONS

A. VEHICLES AND PARKING

1. All residents will need to register their vehicles with the Managing Agent.
2. All parking areas on the Property shall be used for currently licensed, registered, state inspected non-commercial vehicles.
3. Double-parking and/or parking in a manner to block access to sidewalks, walkways, entrance to buildings or amenities is strictly prohibited.
4. The Association reserves the right to tow vehicles in violation of its vehicles and parking rules.

B. PETS

1. Residents are allowed to possess any combination of dogs and/or cats, with a limit of 3 pets per household.
2. All residents will need to register their pets with the Managing Agent.

3. All pets must be carried or walked on a leash and always attended by a responsible person when such pet is outside of the unit.
4. Residents are strictly liable for disturbances, damage or injury caused by their pets.
5. Damages, injuries, liabilities and costs incurred by the Association, Residents, guests, or agents on the Property because of a pet owner's failure to comply with the Rules, including court costs and attorney's fees, shall be the responsibility of the pet owner of the unit in which the pet resides or is staying as well as the Owner.
6. Pet owners are responsible for the immediate removal of their pet's waste.
7. Waste must be disposed either in the pet owner's receptacle or nearby trash receptacles on the Property.
8. Pets are not permitted in or within the pool area.
9. Pets must be leashed in common areas but are not allowed to be tied up.

VI. USE OF COMMON ELEMENTS

A. POOL USE GUIDELINES

1. The pool is available for use by Residents and their guests only.
2. Residents must always accompany guests.
3. Children under sixteen (16) must be accompanied or supervised by an adult (over 18 years of age).
4. Running, diving, general horseplay and/or causing undue disturbance in or around the pool area is not permitted.
5. Glass containers are prohibited.
6. Smoking is prohibited within the gated pool area.

7. Only appropriate swimwear is permitted in the pool.
8. The Association is not responsible for loss or damage to personal property in or around the pool area.

VII. PAYMENT OF ASSESSMENTS

A. COLLECTION POLICY

1. Monthly assessment payments are due the first(1st) of each month and delinquent if received by the Managing Agent after midnight on the fifteenth(15th).
2. If the 15th falls on a Saturday or Sunday, dues are due by midnight next business day. If the next business day is a legal holiday, payments are due by midnight of the following day.

B. LATE FEES/NOTIFICATION

1. If full payment is not received by the deadline, then a late fee of \$25.00 will be assessed each month until the delinquency is paid in full by the Owner.
2. Late fees are due and payable as soon as they are incurred.
3. Partial payments of monthly assessments shall be considered late under these Rules and a late fee shall be assessed to the Owner unless the monthly dues are paid in full within the fifteen (15) day deadline.
4. If an Owner is in arrears on assessments owed to the Association, a payment plan may be entered into with the Owner; however, the following rules apply to all payment plans.
 - a. The Managing Agent may approve plans for three months or less. All payment plans longer than three months must be approved by the Board.
 - b. All payment plans must be in writing.
5. The Association will send a delinquent notice to Owners for past-due monthly assessments and the \$25.00 penalty.

- a. If the Managing Agent has not received payment in full by the end of the month, the Association will send a second notice to the delinquent Owner.
- b. If the Managing Agent has not received payment in full by the fifteenth day (15) of the following month, the Association may pursue legal remedies.
- c. Any costs related to the collection of the delinquent assessment will be responsibility of the delinquent Owner.

VIII. VIOLATION(S) OF GOVERNING DOCUMENTS

A. COMPLIANCE

1. Any complaints and/or suspected violations of governing documents must be received in writing by the Managing Agent. The written complaint must provide sufficient detail to allow the Board to determine if action is warranted.
2. When determined by the Board that a violation has occurred, written communication will be sent by the Managing Agent to the Owner and Tenant (if applicable) describing the violation and a date by which the violation must be corrected.
3. If the violation is not corrected within the time frame specified in the written communication, a second written communication will be sent. The second letter will be sent if the correction has not been made by the deadline provided in the first letter. A final letter will be sent if the violation still has not been corrected and will include any fines and/or contemplated legal action by the Board. Any fines will be immediately charged to the Owner's account.
4. Any damages (including property damages resulting from the violation), fees and/or costs (including court costs and attorney fees) shall be charged to the Owner.


B. FINE SCHEDULE

1. PET VIOLATION(S) – One warning followed by a \$50.00 fine; subsequent fines are \$100.00 per violation.
2. MONTHLY ASSESSMENT VIOLATION(S) – If full payment is not received by the deadline, then a late fee of \$25.00 will be assessed each month until the delinquency is paid in full.
3. VEHICLES AND PARKING VIOLATION(S) – One warning followed by a \$25.00 fine; subsequent fines are \$50.00 per violation.

C. RESOLUTION PROCEDURE

1. The Board encourages Owners and Residents to resolve any disputes without litigation.
2. The Board will take reasonable steps to facilitate the resolution of disputes and grievances between Owners and/or Residents.
3. The goal of these procedures is to provide a pathway for dispute resolution to be commensurate with the nature of the dispute.
4. A request for dispute resolution by negotiation, mediation or arbitration may be initiated by an Owner or the Board.
 - a. All requests shall be in writing and shall be delivered to Managing Agent.

By our signatures hereto the undersigned, being all the Directors of the Association, hereby adopt the foregoing Rules and Regulations for the Association as of the 19th day of December 2022.

 dotloop verified
12/20/22 11:48 AM
CST
712B-KEEF-FLVR-5MGS

ADAM MARETH PRESIDENT

Mike Oden dotloop verified
12/20/22 1:16 PM CST
FZGP-8FAO-8GNZ-WBRM

MIKE ODEN VICE PRESIDENT

Walt Hutton dotloop verified
12/20/22 9:12 AM CST
AJOB-3KRL-AQHG-K85B

WALT HUTTON SECRETARY

Sandra Zimmerman dotloop verified
12/20/22 9:45 AM CST
EJMN-FZDU-UP75-RWW0

SANDRA ZIMMERMAN TREASURER

Beth Hutton dotloop verified
12/20/22 1:27 PM CST
2CAF-CXB9-2PXI-LFZW

BETH HUTTON DIRECTOR