

BENT TREE CONDOMINIMS
HOMEOWNERS' ASSOCIATION INC.
RULES AND REGULATIONS

(Revised on July 16, 2019)

1. Any sidewalks, driveways, entrances, stairwells, halls and passageways which are General Common Elements or Limited Common Elements shall not be obstructed or used by any Owner or Tenant for any other purpose than ingress to and egress from the Units.
2. No Article shall be placed on or in any of the General Common Elements or Limited Common Elements which are for the benefit of more than one Unit except for those articles of personal property which are the common property of all of the Unit Owners.
3. Owners, members of their families, their guests, Residents, Tenants, or Lessees shall not use sidewalks, driveways, entrance halls and passageways as a play area(s) or an area in which to gather or loiter.
4. Vehicle(s) belonging to or under the control of any Owner, a member of the family, a guest, Tenant, Lessee, or employee of a Unit Owner shall be parked within designated parking areas only and shall be operational at all times. Vehicles parked in FIRE LANES or NO PARKING ZONES will be towed at the Owner's expense. The speed limit throughout the project is 5 miles per hour. No washing, repairing, or lubricating of vehicles shall occur in parking areas. (Amend to within reason. See #19).
5. No decoration or article shall be placed upon, and no work of any kind shall be done upon, the exterior building walls or upon the General Common Elements by any Owner or Tenant. Such decoration and work is the responsibility of the Association. No changes can be made in the Limited Common Elements except with prior written approval of the Board of Directors.
6. No Owner, Resident, or Lessee shall install wiring for electrical or telephone installation or for any other purpose, nor shall any television or radio antennae, machines or electrical apparatus or appliances (other than ordinary household appliances), heating or air conditioning Units installed in the Unit, on the exterior of the project or be installed in such a manner that they protrude through the walls or the roof of any Building or are otherwise visible from the ground, except as may be expressly authorized in writing by the Association.
7. Use of any facilities of the Project will be made in such manner as to respect the rights and privileges of other Residents.
8. Owners, Residents, or Lessees shall not use or permit to be brought into any Building any flammable oils or fluids such as gasoline, kerosene, naphtha, or benzene; or other explosives, or other articles deemed extra hazardous to life, limb, or property without prior written consent of the Board.
9. The water shall not be left running in any Unit any unreasonable or unnecessary length of time. If there is a water leak of any kind report it to the Owner immediately.
10. The commodes and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no sweeping, rubbish, rags, paper, ashes or other substances shall be thrown therein. Any damage resulting from misuse of any nature or character whatever shall be paid for by the Owner or Resident causing it. Every Owner shall be responsible for all

damages to Units caused by overflow from drains or plumbing due to neglect of persons using the Unit. Residents are prohibited from flushing condoms, tampons, tampon applicators, floss sticks or sanitary napkins down the commodes. These items get caught in the impeller and burn up the pumps in our sewer lift station. Condoms appear to be the most damaging of all. The Association requests the assistance of Residents in keeping these costs down for all. Lift station repairs will eventually be passed on to Tenants in the form of higher rents. Residents are also prohibited from pouring GREASE or other hard to dissolve substances down the sinks or drains. These items also cause lift station problems.

11. Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers or occupants of other Units. Loud noise after 10:00 p.m. will not be tolerated. The police will be called on anyone breaks this rule. Keg parties are not permitted at any time. Residents are not allowed to have more guests than can comfortably fit inside their Unit with the door closed.
12. All trash must be placed in sealed bags or sealed containers prior to being put in an approved disposal area. Bagged trash, or trash of any kind, shall not be left on the porches, passageways, entrances, stairways, balconies, or decks. Bagged trash must be carried directly to the dumpster. Residents shall not leave furniture, appliances, or other large items in or around the dumpster. These items cannot be picked up by the trash service. Residents observed littering the grounds will be given one warning and then charged for the cleanup. The City of San Marcos via contractor has placed five 96-gallon recycle bins for recycling by Residents. These bins are placed by the HOA on the property and not for individual use.
13. Cats, dogs, or other animals or birds or reptiles (hereinafter for brevity termed "animals") shall be kept in such a manner so as not to disturb the other Residents, and shall not be kept, bred, or maintained for any commercial purposes. If an animal becomes obnoxious to other Residents, the person having control of the animal shall be given a written notice by the Board of Directors to correct the problem. If the problem is not corrected, the animal's owner shall be issued a fine (and potentially subsequent fines until the matter is resolved) by the Managing Agent or Board of Directors. An Owner or Resident must receive permission in writing from the Board of Directors in order to keep more than two (2) animals on the premises. No animal is permitted outside a Unit unless on a leash and accompanied by the animal's owner. Dogs shall not be allowed to use the bathroom on the lawn or in traffic areas of the complex. Dogs shall be taken to the bushes/trees in back parking lot to use the bathroom. Owners/Tenants, under City of San Marcos ordinance are responsible for picking up pet waste. An Owner/Tenant observing another Owner or Tenant in violation of this ordinance (see San Marcos Code of Ordinances, General Ordinances, Chapter 6) may call animal control to have citations issued. Dogs shall not be left unattended on balconies. Their barking can bother other Residents and their waste goes through the slats in the decks.
14. Each Owner or Tenant owning an animal shall assume full responsibility for personal injuries or property damage caused by said animal, and each Owner or Tenant must agree in writing before obtaining consent to have an animal in any building to indemnify the Association and hold it harmless against any loss, claim, or liability of any kind or character whatsoever arising from or growing out of the privilege of having an animal in any building. All responsibility for animals of visitors shall rest with the Owner of the Unit visited.
15. The Association assumes no liability for, nor shall it be liable for any loss or damage to articles stored in the storage areas. Any damage to the General Common Elements or common personal property caused by the children of an Owner or their guests or the guests of a Unit Owner shall be repaired at the expense of their Owner.

16. All draperies or drapery linings or shutters or blinds visible from the exterior of any Unit shall be tasteful and inoffensive. No window shall be covered with aluminum foil or similar material.
17. It is prohibited to hang garments, rugs, or any other items from the windows, patios balconies or any of the facades of any Buildings. No exterior clotheslines shall be erected, and there shall be no outside laundering or drying of any garments. No rugs shall be beaten on the balconies or in the halls. No dust, rubbish, litter, or other items shall be swept from a Unit into the halls or entryways or from the balconies, porches, or decks into the lawn, gardens, or parking lot.
18. Owners and Tenants are prohibited from displaying signs, posters, or any other form of drawings or artwork to the public view on any Unit, on any portion of the Project, or in any window. When a Unit is up for sale or rent, a "For Sale" or "For Rent" sign may be placed in the window of the Unit, but not in any location exterior to the building with the exception of next to Chestnut in the area between the fence and the Bent Tree sign. The maximum size of the sign will be that of a typical real estate sign which is nominally 18" X 24".
19. No power equipment, workshops, or car maintenance of any nature whatsoever shall be permitted on the Project, except with prior written approval of the Board. In deciding whether to grant approval, the Board shall consider the effects of noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception, and similar objections. (Amendment to #4)
20. No Owner, Resident, or Lessee shall modify or alter in any way the structure or appearance of any patio or balcony area. All patios and balconies shall be kept in a clean and neat condition, free of debris and refuse. Patios and balconies shall not be used for storage purposes nor shall any Owner fence in, wire in, or in any other way enclose any such area. If an Owner allows the patio or balcony appurtenant to his Unit to become cluttered or unsightly in any manner, he shall be given notice of such fact by the Board of Directors or Managing Agent, and shall be required to correct such condition within five (5) days of the date of notice and if he/she fails to do so, the Board of Directors or Managing Agent may correct such discrepancy (including the removal of any unsightly items) and/or repair or refurbish the patio or balcony at the Owner's expense.
21. No Owner or Tenant may bring barbeque grill equipment on the property. This includes storing one in the Unit. It is a violation of city code (City Code, General Ordinances, Chapter 38, Sec. 38.053 Amendments Section 308.1.4) and open to a fine by the city of \$500 (Same citation — Section 403.2.2). If such a fine is processed against the HOA or the Association Manager, the Owner shall reimburse the HOA or the Association Manager for that fine as well as for any expenses incurred in the handling of that violation. This does not apply to an outdoor electric BBQ grill with no open flame.
22. No noxious, illegal or offensive activities shall be carried on in any Unit or in any part of the Project, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to, or which may in any way interfere with the quiet enjoyment of the Residents of other Units, or which shall in any way increase; the rate of insurance for the Project, or cause any insurance policy to be canceled or cause a refusal to renew the same, or which will impair the structural integrity of any Building.
23. The use of illegal drugs, drug paraphernalia, or other illegal substances anywhere on the premises is strictly prohibited. The use or evidence of use of such items, or the discovery of such items on the premises, is grounds for eviction by the Association or its Managing Agent.
24. The foregoing Regulations are only the minimal rules imposed by the Homeowners' Association.

Each Owner of Managing Agent of an individual Unit can impose additional rules at his discretion on the Tenants occupying his Unit.

25. Each Owner shall be responsible to place, or cause to be placed, at least one "ABC Class Fire Extinguisher" in his/her Unit. The Owner of the Unit shall also see to it that the fire extinguisher is checked on an annual basis. This is to meet with the insurance requirements to help keep the premiums down.
26. The City of San Marcos has applicable ordinances for which Owners, Tenants, and/or guests must comply with (for example, littering, noise disturbance or pet violation). If an Owner/Tenant/guest causes the HOA or the Association Manager to be cited for a violation the cost of such a violation and the handling by the Association Manager shall be borne entirely by the respective Unit Owner associated with that violation whether it be from their Tenant, their Tenant's guest or the Owner's guest. It is advisable that the Owner have a pass through clause in leases to allow the Owner pass this cost on to the Tenant ultimately responsible for the violation. Should the city cite the HOA or the Association Manager for an invalid complaint, the Unit Owner who filed that complaint, whether through their Tenant or themselves, shall be assessed that cost.
27. Monthly HOA dues paid by Owners are due by the 10th day of each month. Each Owner is responsible for making sure such payment is made on time. An Owner is delinquent after the 10th day and any cost, thereafter, to secure payment shall be borne entirely by that Unit Owner.
28. Assessments for the HOA shall have a due date designated. If an Owner has failed to pay such assessment(s) by the given due date that Owner is delinquent and any cost, thereafter, to secure payment shall be borne entirely by that Unit Owner.
29. The cost of enforcement of the rules shall be borne entirely by the Unit Owner of the Unit found in violation. The Association Manager shall assess the cost of a violation and assess that cost to the respective Unit Owner. Should a complaint be unfounded or baseless, the Unit Owner filing the complaint shall bear the cost of the assessment of the violation complaint.
30. Unit Owners leasing their Unit shall provide each Tenant with a copy of these rules and shall be responsible for the Tenant's compliance as well as Owner/Tenant/guests. It is highly recommended that an Owner have a pass through clause in their lease agreement to collect any expense should a Tenant cause a violation resulting in an assessment against the Unit Owner.