



BLACKHAWK

PARK • LAKESIDE • RETREAT

Park at Blackhawk and Lakeside at Blackhawk

Rules and Regulations

Compiled with Amendments up to June 28th, 2007.

Whereas the Park at Blackhawk and Lakeside at Blackhawk Master Declaration of Covenants, Conditions and Restrictions ("Declaration") was recorded in Document # 2002010202 of the Official Public Records of Travis County, Texas; and

Whereas Section 5.4 of the Declaration gives the Board of Directors of The Park at Blackhawk and Lakeside Homeowners Association, Inc. (the "Association") the authority to adopt rules and regulations governing the Property, the following rules have been adopted and are hereby filed of record, and shall supplement any additional rules, architectural rules/guidelines, bylaws, and any other governing document:

Section 1. **Suspension of Privileges/Fines.** In the event of a violation of the Declaration, Bylaws, or any rules and regulations of the Association, the Board of Directors, acting on behalf of the Association, in addition to any other remedies provided by the Declaration, Bylaws, or rules and regulations and remedies available pursuant to State statute or other law, may:

- (1) suspend or condition the right of an Owner and any tenants, occupants, or guests to use of facilities (including all or part of any common areas owned, operated, or managed by the Association;
- (2) suspend an Owner's voting privileges in the Association as an Owner, as further provided in the Declaration and Bylaws;
- (3) record a notice of non-compliance encumbering the Lot;
- (4) levy a damage assessment against a Lot for damages caused by Owners' actions (or those of occupants, tenants, guests, or invitees) in violation of the Declaration, Bylaws, or Rules;
- (5) levy late fees, collection costs and/or deed restriction enforcement costs (including attorney's fees) against a Lot, and
- (6) assess a fine against the Lot Owner and Lot for the violation of Owner, his tenants, occupants, or guests in an amount to be determined by the Board of Directors.

The Association must comply with any notice requirements of state law. Owners are responsible for all violations of their occupants, tenants, guests, agents, and invitees.

Any amounts charged to an Owner under these procedures may be collected in the same manner as regular assessments under the Declaration, including lien and foreclosure rights to the extent permitted by law.

It is the owners' responsibility to notify the association, in writing, when a violation has been cured so as to stop any fines from being assessed. Fines may continue to be assessed until the association receives this notice from the owner.

Section 2. **Attorneys' Fees.** The Association may assess reasonable attorneys' fees to an Owner's account for nonpayment of amounts due or other violations of the Declaration, Bylaws, or rules.

Section 3. **Non-Waiver.** The failure of the Association to enforce any provisions of the Declaration, Bylaws, rules, or procedures shall not constitute a waiver of the right to enforce the same thereafter. All remedies in the Declaration, Bylaws, and rules are cumulative and not exclusive.

Section 4. **Application of Payments.** The Association in its discretion and without notice to the Owner may apply amounts received from Owners to non-assessment items or other amounts due and owing the association regardless of Owners' notations on checks or otherwise.

Section 6. **Prior approval before construction.** No improvement/construction or alteration of any kind may be undertaken without prior approval from the Architectural Review Committee (ARC). (See Declaration, including Sections 3.8 and 3.18, and Article VI, and see also Accessory (Storage) Building Guidelines.)

Section 7. **Parking and Unsightly Articles.** No articles that are considered unsightly by the ARC are permitted to remain on a lot (See also Declaration section 3.24.) Boats, campers, RVs, motorcycles, scooters may not be kept on the property except for in approved enclosed structures. Vehicles may only be parked in the garage or driveway serving the Lot, or in other paved areas approved by the Board. No more than 2 occupant vehicles may be parked outside of the garage serving the Lot. (See also Declaration, including section 3.25). No vehicles may be parked overnight on the street. Garages may not be used in a manner that prevents the parking of the number of cars the garage was designed to contain.

Section 8. **Landscaping / Yard maintenance.** The landscaping on each lot must be kept cultivated, pruned, mowed, watered, and free of trash and other unsightly material. (See Declaration, including Section 3.30).

Section 9. **Pets.** Only domestic household pets are allowed on the Property. Except for when on an owner's lot, all animals must have a leash and be under control of the person holding the leash. No animal is allowed to make an unreasonable amount of noise or otherwise be a nuisance or safety threat to others. Animals must be kept in enclosed, screened, areas approved by the ARC, and these areas must be kept in a clean and sanitary manner, and must be adequate to contain the animal. All pet owners must pick up after their animals when the animal has defecated in a placed other than the owner's Lot. (See Declaration, including Section 3.27.)

Section 10. **Rubbish and Debris.** No rubbish or debris of any kind shall be placed or permitted to accumulate on a lot, and no odors are permitted to arise from a lot, so as to render the lot or any portion of the Property unsanitary, unsightly, offensive, or detrimental to any other lot or portion of the Property or to its occupants. Refuse, garbage, and trash must be kept at all times in covered containers and these containers must be kept within an enclosed structure or appropriately screened from view.

(This document was amended on June 28th, 2007, to add the following section.)

*Section 11. **Dangerous Pets.** No Dangerous Pets may be kept on any lot, home, or common area at any time, unless specifically authorized by the Board. A pet is deemed to be a "Dangerous Pet" for purposes of this rule if and when the animal causes physical harm to any person or a domestic pet, or if the animal acts in such an aggressive manner toward any person that it may reasonably be deemed to pose a threat of physical harm. It shall be in the sole discretion of the Board to determine on a case-by-case basis whether an animal is a Dangerous Pet. If an animal is deemed by the Board to be a Dangerous Pet, the Board, in addition to all other remedial powers afforded under these Rules and the other governing documents of the Association, may, in its sole discretion: (A) require the pet's owner to take specific remedial steps to ensure that the pet will no longer pose any threat to any person or domestic pet; or (B) require the owner of the pet to permanently remove the animal from the Property.*

Executed and effective this 1st day of March 2006.

Association: The Park at Blackhawk and Lakeside Homeowners Association.