

ELECTRONICALLY RECORDED

2012138628

TRV

4

PGS

STATE OF TEXAS §

COUNTY OF TRAVIS §

AMENDMENT TO RULES  
OF  
THE AUSTIN PADDOCK HOME OWNER'S ASSOCIATION, INC.

Document references. Reference is hereby made to that certain Condominium Declaration for The Paddock Condominiums filed at Vol. 7973, Pg. 71 of the Condominium Records of Travis County, Texas (together with any amendments and correction documents, the "Declaration").

Reference is further made to those certain By-laws filed as Exhibit "D" to the Declaration (together with any amendments, the "Bylaws").

Reference is further made to those certain Rules for The Austin Paddock Homeowners Association, Inc., as noted in the Bylaws, and as supplemented by the rules filed as Document Nos. 2010180302 and 2011133104 in the Official Public Records of Travis County, Texas (as supplemented hereby, the "Rules").

The Declaration provides that persons owning condominium units subject to the Declaration are automatically made members of The Austin Paddock Home Owner's Association, Inc. (the "Association"); The following Rule amendment has been approved in accordance with the provisions of Chapter 82, Texas Property Code, and the governing documents of the association, and is hereby filed of record (language begins on following page):

THE AUSTIN PADDOCK HOME OWNER'S ASSOCIATION, INC.

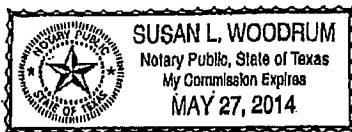
By: Louis Vleck  
Title: Pres. - H.O.A.  
Printed name: Louis Vleck  
Date: 8-14-12

Acknowledgement

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 14<sup>th</sup> day of August, 2012, by Louis Vleck in the capacity stated above.



Susan L. Woodrum  
Notary Public, State of Texas

**Rule 13 is hereby added to read as follows:**

(a) **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) record a notice of non-compliance encumbering the Unit;
- (3) levy a damage assessment against a Unit for damages caused by Owners' actions in violation of the Declaration, Bylaws, or Rules;
- (4) levy late fees, collection costs and/or deed restriction enforcement costs (including attorneys fees) against a Unit ;
- (6) assess a fine against the Owner and Unit for the violation of Owner, his tenants, occupants, or guests in an amount to be determined by the Board of Directors; and
- (7) enter into an Owner's Unit without liability for trespassing and cure any violation of the governing documents and charge the costs of cure to the owner and Unit.

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. The association may foreclose the lien in any manner authorized by the governing documents or state law, and shall expressly have a power of sale and right to appoint a Trustee to carry out such sale.

**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.**

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

(c) **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.

(d) **Board decision to pursue enforcement action.** The decision to pursue enforcement action in any particular case shall be left to the board's discretion, except that the board shall not be arbitrary or capricious in taking enforcement action. For example, the board may determine that, in a particular case, (i) the association's position is not strong enough to justify taking any or further action, or the board does not have sufficient evidence to pursue an enforcement action; (ii) the covenant or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; (iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; (v) it is not in the association's best interest, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action; or (vi) the issue is one more appropriately addressed by law enforcement or other governmental body, in which case the

**(e) Association Not Liable for Damages.** The Owner of a Unit is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Documents against the Owner or his residents. The Association is not liable to the owner for any damages, including lost rents, suffered by the Owner in relation to the Association's enforcement of the Documents against the Owner or his residents.

**(f) Nonexclusive remedies.** The Board may in addition to or in lieu of the above-stated remedy, pursue any other remedies, including fining, eviction, and common area use right suspension, and other remedies allowed under these or other Association governing documents or state law.

**Rule 15 is hereby added to read as follows**

**(a) Screening of Tenants and Occupants: Proof of Screening.** Prior to leasing to anyone or allowing anyone except the Unit Owner(s) of record to occupy a Unit, an Owner should exercise due diligence to ensure that the potential tenant or occupant has no conviction or deferred adjudication history of a crime involving attempted or actual serious physical harm to a person or a felonious crime against property or felony drug crime. These crimes include, but are not limited to, murder, felonious assault, rape, molestation, sexual assault, indecency with a child, felony drug crime, kidnapping, and arson.

It is recommended, and the association reserves the right (but expressly has no obligation) to require, that an owner obtain a report based upon Texas Department of Public Safety criminal history and sex offender searches both for the named tenants and occupants under the lease and all unnamed persons whom the owner knows, or comes to know, are occupying or will occupy the leased Unit. (Criminal reports may be purchased from the DPS website at [www.txdps.state.tx.us](http://www.txdps.state.tx.us)). An owner must perform and provide proof of screening to the Association upon request. If screening at any time reveals a criminal background of the type described in the preceding paragraph, the owner must decline to lease to the person (if not yet leased), or require the tenant to vacate at the earliest date lawfully possible under the lease.

If a Unit is leased at the time of this rule adoption, it is recommended that the owner perform (and per the preceding paragraph, the Association may but has no obligation to require the owner to perform) the due diligence outlined above on current tenants and occupants. If due diligence reveals that a current tenant or occupant has a prohibited criminal history, the owner must terminate the occupancy of such tenant or occupant at the earliest time lawfully possible.

**After recording, please return to:**  
Niemann & Heyer, L.L.P.  
Attorneys At Law  
Westgate Building, Suite 313  
1122 Colorado Street  
Austin, Texas 78701

Fileserver: CLIENTS: PaddockAustin: RuleAmendLeasingRevPerBdRequest4-12.doc



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Dana Debeauvoir*

DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS  
August 21 2012 11:26 AM

FEE: \$ 28.00 2012138628

**(e) Association Not Liable for Damages.** The Owner of a Unit is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Documents against the Owner or his residents. The Association is not liable to the owner for any damages, including lost rents, suffered by the Owner in relation to the Association's enforcement of the Documents against the Owner or his residents.

**(f) Nonexclusive remedies.** The Board may in addition to or in lieu of the above-stated remedy, pursue any other remedies, including fining, eviction, and common area use right suspension, and other remedies allowed under these or other Association governing documents or state law.

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If a Unit is leased at the time of this rule adoption, it is recommended that the owner perform (and per the preceding paragraph, the Association may but has no obligation to require the owner to perform) the due diligence outlined above on current tenants and occupants. If due diligence reveals that a current tenant or occupant has a prohibited criminal history, the owner must terminate the occupancy of such tenant or occupant at the earliest time lawfully possible.

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*Dana Debeauvoir*  
DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

August 21 2012 11:26 AM

FEE: \$ 28.00 2012138628

ELECTRONICALLY RECORDED

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PGS

STATE OF TEXAS  
COUNTY OF TRAVIS

**Adoption of rules  
The Paddock Home Owner's Association, Inc.  
2010 [Restriction]**

Reference is hereby made to the Declaration of Covenants, Conditions and Restrictions for The Paddock (the "Declaration"), originally filed of record in Volume 7973, Page 71 of the Condominium Records of Travis County, Texas, and the Bylaws (Bylaws) filed of record (as an exhibit to an amended declaration) in Vol. 8209 page 849 of the Real Property Records of Travis County Texas, and all subsequent amendments.

The Board of Directors of the **Austin Paddock Home Owner's Association, Inc.** has, in accordance with the Declaration and Bylaws, adopted Rules and Regulations governing the association. The rules are hereby filed of record.

**The Austin Paddock Home Owner's Association, Inc.**

By: Niemann & Heyer LLP, attorneys and authorized agents

By: Connie N. Heyer  
Connie N. Heyer

Date: December 3, 2010

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 3 day of December, 2010, by Connie N. Heyer in the capacity stated above.

Jennifer L. Ruiz  
Notary Public, State of Texas

After recording, please return to:  
Niemann & Niemann, L.L.P.  
Attorneys At Law  
Westgate Building, Suite 313  
1122 Colorado Street  
Austin, Texas 78701



RULES FOR  
THE AUSTIN PADDOCK HOMEOWNERS ASSOCIATION, INC

**RULES IN GENERAL.** The Austin Paddock Home Owners, Inc. adopted the following rules and regulations in accordance with the Declaration and By-laws of the Association, to help maximize enjoyment, maintain values, and assure the continued aesthetic beauty of Paddock Condominiums. The rules apply to all owners and tenants, as well as their families and guests. The rules are automatically a part of each lease (even if they are not attached), and each owner is responsible for making sure their tenants have a copy of the rules and follow them. You are encouraged to ask your neighbors to follow the rules ( Texas Uniform Condominium Act - Chap. 82, 102., (a) (12) (d) (e)

**RULE VIOLATION COMPLAINTS.** Owners should direct any complaints, Police case numbers regarding rule or By-Laws violations to the homeowners association's management company in writing (By-Laws Article VII-8,a)

**FINES WILL BE ASSESSED.** A fine of \$100.00 per occurrence will be imposed against the owner of any unit where a violation of the rules or By-Laws continues to occur after being notified once by written notice by the management company of such violation. An owner may appeal their case to the management company within thirty days of the written warning. A late fee of \$10.00 will be assessed after a thirty day non-payment. Legal action will follow. . . . .  
(By-Laws Article VII -8,a)

1. **Animals:** There are no animals allowed at any time on the property whether they are "visiting" or residing. (By-Laws Article VII - 8,e)
2. **Noise:** Owners and tenants must keep stereos, televisions, car stereos, partying, pool activities, and other noises down to a reasonable level. If you are contacted by an owner or a tenant about an issue, you must comply with this request. The City of Austin noise ordinance may be used as a guide. These rules also apply to common elements (By-Laws Article VII - 8,c).
3. **Pool:** The pool hours and rules are posted at the pool. Owners, tenants as well as their families and guests must review them and abide by them. (By-Laws Article VII - 6)
4. **Common Area Storage:** No part of the common area shall be used for general storage of personal items and if the Association has to remove items the owner may be billed for the removal. (By-Laws Article VII - 8,d)
5. **Common Area Use:** Owners have access to use the many common areas, such as walkways, pool, sports courts, lawns. All common areas need to be neat and free from obstructions. However, it is expected that each owner will be responsible for cleaning up after themselves and their guests. All trash must be placed within the dumpsters. If there are situations where this is not done, the management company will clean the area and the owner responsible will be billed for this service (By-Laws Article VII - 8,d)
6. **Vehicles, Parking and Towing:** Each resident is assigned parking spaces by the Association By-Laws. In case of a violation, a resident may call the authorized towing company to have the automobile removed from their spot(s) at the violator's expense. (By-Laws Article VII - 8,g)

When calling them, give them the following information:  
Your name, unit number and phone number  
The parking space number  
The color and license plate number of the car in question

Inoperable vehicles may not be stored in the parking spaces. Inspection sticker and license tags must be current, no flat tires, no leaks, etc. Repairs and washing of vehicles on the premises is prohibited. Residents and owners are not to use the guest parking space. The guest spot is for short-term use only. A time limit is posted. Towing is enforced by the management company.

7. **Clubhouse Policy:** (Does not include the swimming pools)  
Maximum Capacity - 30 people  
Security Deposit - \$200  
Hours - Weeknights until 12:00 midnight, Fridays and Saturdays until 1:00 AM  
Notice - 1 week in advance required, to reserve it through the Association management company  
Noise - No loud music is permitted, see the noise ordinance above.  
Security Deposit Refund - The party sponsor will be asked to check on the inventory and condition of the room with the

Association management company representative, prior to occupancy. Inspection will be made after the party to determine refund of the security deposit  
(By-Laws Article VII - 6)

8. Grills: No exterior fires are permitted, unless contained in a grill. For fire safety reasons, barbecue grills may not be operated or stored on unit balconies, in entryways or inside the units. This is controlled by Fire Code 25-12-171-308.3 1, which reads as follows:

*"No person may construct, erect, install maintain or use any incinerator or barbeque pit or burn any combustible material to constitute a fire hazard by the use of burning or to endanger the life or property of any person. Residential barbecue pits, hibachis or other cooking appliances utilizing charcoal, wood or gas as a fuel may not be stored or used on any balconies of R-1 occupancies, on other combustible balconies, within five feet measure horizontally from any portion of a combustible building, or within fifteen feet measure along the shortest distance if the pit is located below any portion of a combustible building."*

9. Freeze Precautions: Freeze precautions must be followed during winter months whenever your unit is left unattended. The management company will supply owners with the steps to follow. If you do not have a copy and are leaving town, please call the association management company.

10. Water Cut-off: If water must be turned off for an emergency maintenance issue, please call the Association management company immediately, and all the residents in your building. If an owner needs to make a repair which requires the water to be turned off, the owner will:

Call the Association management company 48 hours in advance to identify the location of the water cut-off valve.  
Place 48 hours advance notice on every door in the affected building, stating the date and time of the utility disturbance.  
Not turn off the water for more than 4 hours between the hours of 8:00 A.M. - 5:00 P.M.  
Be responsible for any expense of notification.

11. Enforcement: The Management Company will enforce the rules and fines.

*Note to Owners: the above rules are adopted by action of the Board of Directors. In addition, all Declaration, By-Laws, and provisions apply - even if not set forth in rules. Except for provisions of these rules that come from the Declaration or By-Laws, the rules may be changed or added to by the Board, and owners will receive notice of all changes.*

Date of adoption — 10-16-10 Pres. - Date 10-25-2010  
The Austin Paddock Homeowner's Association, Inc.



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*Dana DeBeauvoir*

DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

December 03 2010 10:38 AM

FEE: \$ 24.00 2010180302

RULES FOR  
THE AUSTIN PADDOCK CONDOMINIUMS  
Revised July 14, 2005

**RULES IN GENERAL.** The Austin Paddock Home Owners, Inc. adopted the following rules and regulations in accordance with the Declaration and By-laws of the Association, to help maximize enjoyment, maintain values, and assure the continued aesthetic beauty of Paddock Condominiums. The rules apply to all owners and tenants, as well as their families and guests. The rules are automatically a part of each lease (even if they are not attached), and each owner is responsible for making sure his tenants have a copy of the rules and follow them. You are encouraged to ask your neighboring owners or tenants to follow the rules.

**RULE VIOLATION COMPLAINTS.** Owners should direct any rule violations to the homeowners association's management company, listed below.

**INTERIOR REPAIRS TO YOUR UNIT.** It is the responsibility of the Unit owner to repair air conditioning, security device, plumbing stoppages, and all other problems within their unit. However, if there is a water-line or wastewater line break or leak potentially affecting any other units, please contact the Association's management company. (Article 3.03)

**EXTERIOR REPAIRS OR CHANGE REQUESTS.** Necessary repairs to the exterior of the buildings or common areas should be reported to the Association management company. Owners must receive board approval prior to making any change that affects the exterior of the buildings, including enclosing patios. The owner must present a written request, including detailed plans, to the board for approval. The board may remove or correct any changes done without permission or not done to their specifications, at the owner's expense. (Article 2.09)

**FINES MAY BE ASSESSED.** A fine, up to \$200.00 per occurrence may be imposed against the owner of any unit where a violation of the rules continues to occur after being notified of such violation. Fines may continue to be assessed for each day the situation is not corrected.

**Rules Applicable to All Owners, Tenants, Occupants, and Guests**

1. Animals: There are no animals allowed at any time on the property whether they are "visiting" or residing.
2. Noise: (Article 2.10) Owners are to keep your stereo, television, or other noises down to a reasonable level. If you are contacted and asked to turn down your music or hold down activity, owners and tenants must comply with this request. The City of Austin noise ordinance may be used as a guide.



July 14, 2005

3. Pool: (Article 2.10) The pool hours and rules are posted at the pool, owners should review them and abide by them. Children under 12 must be accompanied by an adult at all times.
4. Common Area Storage: No part of the common area shall be used for general storage of personal items and if the Association has to remove items, the owner may be billed for removal.
5. Common Area Use: Owners have access to use the many common areas, such as patio's walkways, pool, sport courts, lawns and parking areas. However, it is expected that each owner will be responsible for cleaning up after themselves and their guests. If there are situations where this is not done, the management company will clean the area and the owner responsible may be billed for this service.
6. Vehicles, Parking and Towing: (Article 2.10) Each resident is assigned parking spaces by the Association Declaration. In case of violation, a resident may call J & J Towing at 462-2244, to have the automobile removed at the violator's expense.

When calling them, give them the following information:

- o Your name, unit number and phone number.
- o The parking space number.
- o The color and license plate number of the car in question.

Inoperable vehicles may not be stored in the parking spaces. Inspection sticker and license tags must be current, no flat tires, no leaks, etc. Repairs and washing of vehicles on the premises is prohibited. Residents and owners are not to use the guest parking space.

7. Clubhouse Rental Policy:
  - o Maximum capacity - 30 people
  - o Use fee - \$50.00
  - o Security Deposit - \$200.00
  - o Hours - Week-nights until 12:00 midnight, Fridays and Saturdays until 1:00 a.m.
  - o Notice - 1 week in advance required, to reserve it through the Association management company.
  - o Noise - No loud music is permitted, see the noise ordinance above.
  - o Security Deposit Refund - The party sponsor will be asked to check on the inventory and condition of the room with the Association management company representative, prior to occupancy. Inspection will be made after the party to determine refund of the security deposit.
8. Barbecue Pits: (Article 2.10) No exterior fires are permitted. For fire safety reasons, barbecue grills may not be operated or stored on unit balconies, in

July 14, 2005

entryways or inside the units. This is controlled by Local Ordinance 1102.4.2.1, which reads as follows:

*"No person may construct, erect, install, maintain or use any incinerator or barbecue pit or burn any combustible material to constitute a fire hazard by the use or burning or to endanger the life or property of any person. Residential barbecue pits, hibachis or other cooking appliances utilizing charcoal, wood or gas as a fuel may not be stored or used on any balconies of R-1 occupancies, on other combustible balconies, within five feet measured horizontally from any portion of a combustible building, or within fifteen feet measured along the shortest distance if the pit is located below any portion of a combustible building."*

9. Freeze Precautions: Freeze precautions must be followed during winter months whenever your unit is left unattended. The management company will supply owners with the steps to follow. If you do not have a copy and are leaving town, please call the Association management company.
10. Water Cut-off: If water must be turned off for an emergency maintenance issue, please call the Association management company immediately. If an owner needs to make a repair which requires the water to be turned off, the owner will:
  - o call the Association management company 24 hours in advance to identify the location of water cut-off valve.
  - o place 24 hour advance notice on every door in the affected building, stating the date and time of the utility disturbance.
  - o NOT turn off the water for more than 4 hours between the hours of 8:00 a.m. - 5:00 p.m.
  - o be responsible for any expense of notification.

Stan Scheiber is the Property Manager and works for Beck & Company, the Association Management Company:

Beck & Co.  
1702 W. 6th St.  
Austin, TX 78703  
(512) 474-1551

*Note to owners: The above rules are adopted by action of the Board of Directors. In addition, all Declaration provisions apply - even if not set forth in rule. Except for provisions of these rules that come from the Declaration, the rules may be changed or added to by the Board, and owners will receive notice of all changes.*

\_\_\_\_\_, President

Date of Adoption: July 14, 2005



UNIT NUMBER	PARKING SPACE(S)	UNIT NUMBER	PARKING SPACE(S)
421	EF/DV	1025	BB
422	ES/CN	1026	BI
423	EG/DU	1027	BL
424	ET/DE	1028	BO
431	DY/DB	1031	AT
432	EU/DC	1032	AV
433	DZ/DT	1033	AW
434	DD/CZ	1034	BD
511	EM/EN	1035	BE
512	EO/EP	1036	BJ
521	EK/EI	1037	BK
522	EL/FB	1038	BN
611	FA/DI	1111	BR
612	EX/GA	1112	BT
621	EZ/DH	1113	BV
622	EW/GB	1114	BX
631	EY/DG	1121	BQ
632	EV/GC	1122	BS
711	U/Z	1123	BU
712	X/AO	1124	BW
713	AJ/AR	GUEST	KJ
721	V/Y	TOTAL #	157 spaces