

THE FAIRWAYS ON THE FAZIO AT BARTON CREEK

CONDOMINIUM OWNERS ASSOCIATION, INC.

COMMUNITY RULES AND REGULATIONS

As Amended and Ratified November 18, 2013

COMMUNITY RULES IN GENERAL

Our Association has adopted the following rules to help maximize enjoyment of the Fairways Condominium Association, maintain property values, enrich the neighborhood camaraderie and assure the continued aesthetic beauty of our Condominium Property. The rules apply to all owners and their families, occupants, tenants, guests, invitees, contractors and agents.

LAWS, ORDINANCES AND OTHER RESTRICTIONS

Owners, occupants, tenants, guests, contractors and agents of the owner shall comply with all applicable governmental laws, rules, regulations and ordinances, as well as rules and other restrictions applicable to Barton Creek Master Association of Communities and The Fairways on the Fazio.

COMMUNICATIONS

Please direct any repair requests, complaints or rule violations to the Association's Managing Agent, Real Manage, 10800 Pecan Park Blvd., Ste 100, Austin, TX 78750, Resident Services Group (866) 473-2573 and/or email service@circamail.com

ENFORCEMENT

The rules will be strictly enforced. If the rules are violated by any owner, occupant, tenant, guest, contractor or agent of the owner, the owner will be responsible for corrective action, damages and fines.

Definitions

General Common Area or Common Area. All area of the community is owned in common (Common Area) EXCEPT the physical footprint defined by the foundation of the conditioned (Heated or cooled) area of a Unit and any areas associated with a Unit which are designated as Limited Common Area. Garages and Golf Cart Garages are included in the physical footprint of the Villas.

Limited Common Area or Limited Common Element Any area associated with a Unit that is designated as Limited Common Area in the legally recorded property records for a particular unit. Area that is reserved and restricted for the exclusive use of the Unit to which it is associated. Villa decks are defined as Limited Common Area.

Community Rules Applicable to All Owners, Occupants, Tenants, Guests, Contractors and Agents

1. Security, safety and lighting

Neither the Association nor the Association's management company provides or warrants security. Each occupant is responsible for his/her own security and that of his/her family and guests. Occupants are requested to immediately report common area lighting problems, entry gate malfunction or hazardous conditions to the Association's Managing Agent. The Association cannot and does not check lighting or entry gate operation on a daily basis. The Association generally must rely on owners and residents to notify the Association's managing agent when lights are burned out or insufficient in some manner, or the entry gate has malfunctioned.

Each Unit has photosensitive controlled exterior garage lights which are an integral lighting design as well as a security feature of the community. Owners shall keep the photocell controllers and exterior lights in good working order. Occupants must assume that electronic or mechanical devices may malfunction from time to time.

There is no soliciting permitted in the Fairways.

2. Appearance, Maintenance, Repair, Modifications and Signs

- A. No improvements of any kind shall be placed, erected or constructed upon any Limited Common Element without notice to the Association and the prior written approval of the Fairways Architectural Control Committee.
- B. ***In advance of any alteration, an owner who has a desire to alter any aspect of their unit exterior must submit a written request for approval (and receive written approval) to the Fairways Architectural Control Committee through the Association's Managing Agent.***

Any unit alteration, remodeling, or construction that in any way alters or modifies the exterior appearance of any improvement or the removal of any improvements within a Limited Common Area is strictly regulated and shall be performed only after notice to the Association and the prior written approval of the Fairways Architectural Control Committee. This includes but is not limited to installation or construction of outbuildings, pergolas, fences, trellises, solar systems, exterior radio or television antennae or aerial or satellite dishes (other than one satellite dish one meter or less in diameter per unit), landscaping, "non-seasonal" yard adornments, exterior modifications, exterior colors and other exterior improvements.

- C. Each owner shall maintain their Unit, Limited Common Area assigned thereto and improvements thereon, in good order and repair at all times. This includes but is not limited to maintenance of railings, fences and landscaping. Particular care must be exercised in repairs to the concrete tile roofs to assure appropriate replacement tiles are used.

Correcting wet/drainage areas around units, which does not impact general use or landscape maintenance, is the responsibility of the unit owner.

Foundation planting replacements (generally within 15 feet of the villa) are the responsibility of the unit owner. Any replacements not in kind must be approved by the Board's Landscape Committee and be of the type approved by the Barton Creek Community regulations.

The responsibility for irrigation of sod/turf areas around units is the responsibility of the unit owner. The Condominium Owners Association is responsible for repair and maintenance of irrigation pipes, valves and heads on all irrigation systems in the common area around villas. The Villa owner remains responsible for the repair/maintenance of the irrigation controller and the irrigation system in gated limited common area.

Outdoor activities related to non-emergency maintenance, repair, remodeling and renovation of improvements, including landscaping, may only be conducted by contractor personnel between the hours of 8:00 am and 6:00 pm Monday through Friday and 10:00 am to 5:00 pm on Saturdays. Sunday work by contractor personnel is not permitted.

- D. The Association has the right and the responsibility to control the visual attractiveness of the property, including the right to require removal of objects which are visible from the common area and which detract from the property's appearance. Should there be such an issue within an owner's Limited Common Element, the Association will have notice issued to the Owner with adequate time to remedy the situation. If not remedied within the Board defined time period, the Association shall have the right, but not the obligation, at any reasonable time thereafter to enter upon the defined Limited Common Element to remove rubbish and debris and to replace, maintain and cultivate shrubs, trees, grass and other plantings as deemed necessary. Any and all costs incurred by the Association to remedy any Owner's violation shall be charged against such Owner's Unit as a special assessment.
- E. Unit Owners, at their sole cost & expense, shall promptly repair and replace any broken or cracked glass in such Unit Owner's Unit's windows and doors.
- F. No signs shall be located on the Property (Limited Common Areas included), including but not limited to security system signage, signs identifying the Unit or advertising it for sale or lease, without notice to the Association and the prior written approval of the Fairways Architectural Control Committee.

Approved signage for an Open House may be posted only during the open house and promptly removed at the end of the open house. Signage is to consist of (i) one (1) of the Realtors customized open house signs posted in the center island in front of the gate entry system, (ii) a sign by the gate entry system call box displaying a temporary gate code and unit number of the open house, (iii) one (1) open house sign in front of the property. The temporary gate code must be requested, in advance, from the management company and will only allow access during the times of the open house.

- G. An owner may install, at their sole expense, window treatments *inside* their unit that are to be maintained in good condition and removed or replaced if they become stained, torn, damaged or otherwise unsightly in the opinion of the Board. Aluminum foil and reflective window treatments are expressly prohibited. In addition, burglar bars may not be installed.

- H. Clothes or other items must be dried inside a residence. Items being dried outside in violation of this rule may be removed and disposed of without prior notice by the Management Company.
- I. When not in use, sports, recreational and garden equipment and toys, including, but not limited to, temporary basketball hoops, bicycles, scooters, other riding toys, swings, etc. must be stored out of sight from any Limited or General Common Element. As part of a wildfire prevention plan based on advice that the Fairway's Board received from the Fire Marshall, outside garden hoses are allowed to be stored hooked up to water faucets on hose hangers or in containers. Neat, reasonable appearance of hoses is expected to be upheld and subject to the first sentence of paragraph 2.D. Permanent structures, such as playscapes, playhouses, swing sets, sports courts, basketball hoops, trampolines, etc. are strictly prohibited if they can be seen from any Limited or General Common Element.
- J. Garage doors are to be kept closed at all times except when a vehicle enters or exits, a person is present in the garage, a person is engaged in yard work, or there is any other activity in progress outside the residence which is facilitated by an open garage door.
- K. Owners are encouraged to park their vehicles inside the garage. Extended parking or storage of vehicles on an owners driveway detracts from the general appearance of the neighborhood

3. Rubbish and Debris

No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise there from so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other Unit or Limited or General Common Element or to its occupants. Refuse, garbage, trash and recycle items shall be kept at all times in covered containers provided by the Association's Trash Removal Company, and such containers shall be kept within enclosed structures or otherwise appropriately screened from view, other than trash pick-up days and evenings prior to pick-up days.

4. Animals

- A. Only household pets (i.e., birds kept indoors, dogs, cats and fish) may be kept on the Property. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no such animals will be allowed within the General Common Element unless confined to a leash that can be controlled by the person accompanying the pet and may not be kept on patios, balconies or fenced Limited Common Areas unless they are leashed and accompanied by an adult. This includes both dogs and cats. No animal may be boarded for hire or remuneration on the Property, and no kennels or breeding operation will be allowed. No animal shall be allowed to run at large. Animals which are permitted shall be kept on a leash or within the Owner's Unit or Limited Common Element assigned thereto. Leashes must be held by a person who can control the animal at all times. The Owner of an animal has the responsibility to immediately clean up after such animals have defecated in the General Common Element or any Limited Common Element and to place utilized cleanup bags inside their own trash container within their own garage. All permitted pets shall be fed inside the unit and no pet food or other feeds shall be allowed outside the unit on common areas or Limited Common Elements. Ground feeding of local wildlife, i.e., deer, skunks, rabbits, raccoons,

squirrels, birds, or other wildlife, is not permitted. The only exception is bird feeders which are restricted to a maximum of two (2) feeders per unit.

- B. The Unit Owner and the pet owner are both jointly liable to all other Owners and their respective families, guests, tenants, and invitees for injury and all damage caused by any animals brought or kept on the Property by an Owner or members of his/her family, his/her tenants or his/her guests--with or without permission of the Board. Owners agree, for themselves, and their respective families, guests, tenants and invitees, that neither the Directors nor the Association shall have any liability for any injury or damage caused by any animal brought or kept upon the Property.
- C. Unit owners shall be liable for damage caused to the General Common Element or other Limited Common Elements, by animals of the owner or the owner's tenants or guests. The Unit owner and the owner's tenants and guests shall be responsible for immediate removal of pet defecation that occurs while walking their pet and placement of utilized bags inside their own trash container within their own garage.

5. Vehicles

A. Parking.

1. Except when a driveway is temporarily blocked by workers or guests, or when visiting another resident, no vehicle owned or operated by a resident should be parked on a street. No vehicle owned or operated by anyone may be parked on a street (a) overnight, (b) within 15 feet from a fire hydrant, or (c), with the exception of contractors engaged in home repair, renovation or remodeling projects, on a frequently recurring basis, multiple days per week, or for a continuous period of more than 5 hours. Parking on Fairways streets is prohibited between 2:00 am and 7:00 am.
2. Parking of vehicles, motorcycles and bicycles in grass areas, dirt areas, flower beds or sidewalks is prohibited.
3. No vehicle may be parked or unattended on a street in such a manner as to block or prevent the safe passage of other vehicles. No vehicle may be parked or unattended on a street in such a manner as to impede the passage of emergency vehicles (e.g., fire, EMS) or service vehicles (e.g., refuse trucks).
4. Repairs, restoration or maintenance of vehicles is prohibited, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.
5. No inoperable vehicle may be stored on the Property except in a closed garage. Vehicles must be serviced or repaired off the Property. Vehicles which have expired license plates, expired inspection stickers, flat tires or which are obviously inoperable due to missing parts are prohibited and must be removed from the Property at the owner's expense. Such vehicles must be removed from the property immediately upon notice from any Board member or management representative.
6. Unless they are parked within a closed garage, no trailers, recreational vehicles, golf carts, commercial vehicles, boats or other water craft may be parked on the Property at any time. Golf carts may be parked temporarily while visiting another Fairways resident. The Board will review written requests for temporary exception to this rule

when received in advance. If approved by the Board, the temporary period will be defined as a maximum of 48 consecutive hours and 72 hours in any 30 day period.

B. Speed Limit

Because of narrow streets and limited sight distances, the speed limit for operation of all motor vehicles in The Fairways on the Fazio is **15 mph**.

C. Cart Path Easement Agreement dated May 30, 1997

All Owners, occupants, guests, contractors and agents of the owner must adhere to the Agreement between “Barton Creek Club and Resort” and “the Fairways on the Fazio Condominium Owners Association” which defines the easement providing access to and from the Fairways and Barton Creek Club property for golf cart and pedestrian access through the cart path located along the putting green between Fairways Villas #43 and #44, then through the tunnel to the Clubhouse and Pro Shop. Accessing the golf course through the Fairways Common Areas or landscaped areas damages the landscaping and is a violation of the Condominium Association’s agreement with the Barton Creek Club.

6. Nuisances

- A. No professional, business or commercial activity to which the general public is invited shall be conducted from any Unit, either on a continuing or temporary basis. “Garage” and “Yard” sales are strictly prohibited. A request for permission to hold an estate sale should be submitted to the Managing Agent for advance approval of the Association.
- B. Unit owners and occupants shall refrain from playing radios, televisions, stereos and other electrical or mechanical devices so loudly that they may be heard beyond their Unit or Limited Common Element. Anti-Theft vehicle alarms are to be controlled so as not to become a nuisance to the community.
- C. No unsafe, hazardous, noxious, offensive or illegal activity or odor is permitted on the Property. No activity shall be conducted on the Property which in the judgment of the Board of Directors might reasonably be considered as annoying to neighbors of ordinary sensibilities, or might be reasonably calculated to reduce the desirability of the Property. Without limiting the generality of the foregoing, no firearms or fireworks may be discharged on the Property, and no open fires may be lighted or permitted except within safe and well-designed interior or exterior fireplaces or in contained barbecue or grill units which are attended while in use. No person may do anything that will increase insurance rates for the Property, or which may cause such improvements to be uninsurable or which may cause any policy to be canceled, suspended or materially modified by the issuing company without the prior written consent of the Board.

7. Children

Each owner is responsible for the conduct of children who are occupants or guests in his/her dwelling. Residents of a Unit are encouraged to exercise care to inspect windows, screens, locks and latches to make sure they are in good working order and are being used properly to protect children visiting or living in the unit.

8. Criminal activity

While on the Property, no person may violate any criminal laws, health codes or other applicable laws. No tampering with water, lighting, timers, sprinklers, or other facilities located within the General Common Element is allowed.

9. Common Areas

- A. No property may be stored on the General Common Element permanently, or temporarily without the prior written approval of the Association. Management company employees and service personnel, board members and persons designated by them may remove and throwaway any property stored in violation of this rule. Trash, rubbish or debris shall not be left or deposited, even temporarily, on any General Common Element.
- B. No owner may construct, alter, modify, landscape, trim or otherwise perform any work whatever upon any of the General Common Element, without the prior written approval of the Association.
- C. If any portion of the General Common Element (for example, entry gate or entry lighting) is in need of repair or maintenance, you are requested to contact the Association's management company immediately and leave a message about what needs to be fixed. This is especially important if exterior lighting or the automatic closing and latching devices on the General Common Element gates are malfunctioning.

10. Fines and damage charges

The Board has established a procedure for the assessment of fines as described in the Fairways Community Rules. A listing of fines related to certain actions is attached as a separate section.

11. Late charges

The charge for each late payment of money to the Association shall be a \$50 per month charge if monies due are received more than 15 days after the due date. The purpose of the late charge is to cover the administrative costs and overhead of collection (excluding attorney's fees). After the due date, interest on unpaid sums due the Association may be charged at the rate of 18% per year compounded annually.

12. Returned checks

The charge for a returned check is \$50 plus bank charges incurred by the Association.

13. Fees for special services

Fees chargeable to Owners for special services (such as furnishing resale certificates, eligibility certificates, copies of declarations, copies of information sent to mortgage holders, copies of accounting records, providing gate openers and access codes, etc.) shall be set by the Board from time to time.

14. Mailing address

Owners shall, in a timely manner, keep the Association informed of their current addresses. All notices required to be sent to Owners by the governing documents shall be sent to an Owner's most recent address as shown on the records of the Association. If an Owner fails to provide a forwarding address, the address of that Owner's unit shall be deemed effective for purposes of delivery.

15. Leases

Units may only be leased for single family residential purposes for a minimum term of six months. Owners shall notify the Association of current names, addresses and telephone numbers of tenants of their respective Units. Owners shall provide a copy of the lease to the Association. The lease shall contain a clause requiring the tenant to abide by all Rules and Regulations governing the Association and the tenant shall acknowledge receipt of such Rules.

16. Sale of units and name and address of new Owners

An Owner may not sell or convey his/her Unit unless all amounts due and owing to the Association are paid in full. The Association, through its Management Company, will not issue a re-sale certificate unless and until all fees and amounts due the Association are paid. Upon sale of a unit, the selling or transferring Owner shall notify the Association in writing of the name and address of the new Owner.

These Community Rules are subject to certain laws and governing documents, including but not limited to the Texas Uniform Condominium Act, Declaration of Condominium Regime for The Fairways on the Fazio, Master Declaration of Covenants, Conditions and Restrictions (for Barton Creek Master Association) and related documents, Development Area Declaration of Covenants, Conditions and Restrictions for The Falls at Barton Creek, and Articles of Incorporation and Bylaws for The Fairways on the Fazio Condominium Owners Association, all as may be amended from time to time. Such laws and governing documents shall control in the event of conflict with these Community Rules. If a Rule or portion of a Rule is determined to be invalid, such invalidity shall not affect the validity of any other Rule or portion of a Rule.

ADDITIONAL RESTRICTIONS ALSO APPEAR IN THE LAWS AND GOVERNING DOCUMENTS REFERRED TO ABOVE.