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Hays County Texas
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Parties:

Direct- ELLIOTT RANCH HOMEOWNERS ASSO
Indirect-

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***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.



I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

Linda C. Fritsche

Linda C. Fritsche, County Clerk

STATE OF TEXAS
COUNTY OF HAYS

Rules and Regulations:
Elliott Ranch Homeowners Association, Inc.

The Amended and Restated Declaration of Covenants and Restrictions for Elliott Ranch was recorded in Volume 1512, Page 913 of the Official Public Records of Hays County Texas, (together with all subsequent amendments, the "Declaration") and gives the board of directors of the association the power to adopt rules governing the property described in the Declaration. The Board has previously adopted rules filed of record in Vol. 2821, Page 731, document no 05035542 of the Official Public Records of Hays County, Texas. These rules amend the previously-adopted rules by adding rules 5-8. These rules replace and supercede the previously-adopted rules:

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 a 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 in violation of the Declaration, Bylaws, or Rules;
- (5) levy late fees, collection costs and/or deed restriction enforcement costs (including attorneys 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 5. **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; (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; or (iv) it is not in the association's best interest, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Section 6. **Street Rules**. Unlicensed drivers, other than those with a "learner's permit" who are driving in accordance with the laws applicable to holders of learner's permits, are prohibited from operating any motor vehicle in Elliott Ranch except as provided in this rule. For purposes of this rule, "motor vehicle" is defined as defined in Texas Transportation Code Section 501.002(14). Namely, "The term 'motor vehicle' means: (A) any motor driven or propelled vehicle required to be registered under the laws of this state; (B) a trailer or semi-trailer, other than manufactured housing, that has a gross vehicle weight that exceeds 4,000 pounds; (C) a house trailer; (D) an all-terrain vehicle or recreational off-highway vehicle as those terms are defined by Section 502.001 [quoted below] designed by the manufacturer for off-highway use that is not required to be registered under the laws of this state; or (E) a motorcycle, motor-driven cycle, or moped that is not required to be registered under the laws of this state, other than a motorcycle, motor-driven cycle, or moped designed for and used exclusively on a golf course."

The term 'motorcycle' means a motor vehicle, other than a tractor, designed to propel itself with not more than three wheels in contact with the ground."

The term "All-terrain vehicle" means a motor vehicle that is: (A) equipped with a saddle, bench, or bucket seats for the use of: (i) the rider; and (ii) a passenger, if the motor vehicle is designed by the manufacturer to transport a passenger; (B) designed to propel itself with three or more tires in contact with the ground; (C) designed by the manufacturer for off-highway use; and (D) not designed by the manufacturer primarily for farming or lawn care.

Unlicensed drivers may operate vehicles as defined above if those vehicles are not required to be registered under state law, and if they are accompanied on the vehicle at all times by a parent or guardian.

There will be an immediate fine for violation of this rule of \$100 for a first offense, \$250 for a second offense, and \$500 for all offenses thereafter.

Section 7. **No Motorized Vehicles in Common Area and Greenbelt**. No motorized vehicles are allowed in Elliot Ranch common areas or greenbelts. The only exceptions are for emergency response vehicles, Board-approved maintenance vehicles, Board-approved vehicles for special events at the pavilion grounds, and vehicles parked or being parked in the pavilion's circular drive. Violators of this rule, in addition to being subject to fines and all other enforcement action, will be subject to actions for criminal trespass. Additionally, Elliott Ranch Association members will incur a \$1,000 automatic fine for any violation committed by a resident of the home, or a guest of invitee of the member.

Section 8. **Fireworks prohibited**. Per Declaration Article 3, paragraph (e), use or discharge or firecrackers and fireworks is prohibited on any portion (including streets, common areas and individual lots) of the Elliott Ranch property.

If the firework or firecracker is used or discharged on a Private Street or Common Area, an immediate fine will be issued in the amount of \$1,000 regardless of resulting damages. If the cost to

repair any property damage to any Private Street or Common Area exceeds \$1,000, the violator is responsible for all excess cost, which will be billed to the violator and collectable in the same manner as assessments under the Declaration. If fireworks are used or discharged on a Lot, an immediate fine of \$250 will be issued. Violators are also responsible for any damage to private property of another Owner, and any injuries caused by the use or discharge of firecrackers or fireworks.

Elliott Ranch Homeowners Association, Inc.

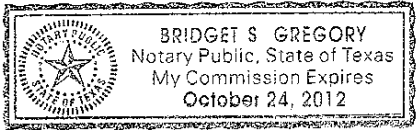
By: David Meldrum

Title: President

Printed name: David Meldrum

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on December 17, 2009 by
David Melchrum



Bridget Gregory
Notary Public for the State of Texas
Printed name of notary Bridget Gregory
My commission expires 10/24/2012

After recording, please return to:
Niemann & Heyer, L.L.P.
1122 Colorado St., Suite 313
Austin, Texas 78701

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