



Mueller Mixed-Use Community Association

July 30, 2009

Mueller Homeowners,

Enclosed please find the Mueller Mixed-Use Community Rules and Regulations.. The result of a lengthy review process with substantial community input, the Board of Directors of the Mueller Master Community Association approved these revised Rules and Regulations unanimously on June 8, 2009.

As many of you know, beginning in the Fall of 2007, Catellus convened an Advisory Panel, made up of future residents and other community stakeholders to advise the Mueller Master Community Board regarding the Community Associations of Mueller. In addition to other matters, the Advisory Panel focused on revising the Association's draft Rules and Regulations document. The Advisory Panel gathered feedback through several public input sessions including an Open House, an initial survey, a Town Hall discussion and a final follow-up survey. With that input in hand the Advisory Panel tackled key issues and developed a revised set of Rules and Regulations. The Advisory Panel submitted this recommendation to the Association Board and, after an in-depth review, the Board accepted it with only a few minor changes. The Board then met with the Advisory Panel to thank them and review those items, taking further recommendations for methods to distribute community information, including the rules, to future residents.

The Advisory Panel volunteered their personal time to research best practices from around the country, conduct meetings, gather community input and put together a comprehensive recommendation. This valuable work will be archived for future reference. The Board of Directors and I would like to acknowledge the significant dedication of the Advisory Panel and thank them again for their work to represent the community's interest during this process.

If you have any questions or concerns regarding these Rules and Regulations please don't hesitate to contact me via email at jharvey@allianceonline.net or 512-347-2888.

Sincerely,

Jennifer Harvey, CMCA ®
Community Manager, Alliance Association Management
Email: jharvey@allianceonline.net
Phone: 512-347-2888

Enclosures;
Common Questions Addressed by the Rules and Regulations
Mixed Use (Residential) Community Rules and Regulations



Common Questions Addressed by the Rules and Regulations:

Homeowners are strongly encouraged to review the enclosed Rules and Regulations in their entirety and contact the Community Manager, Jennifer Harvey if you have any questions or concerns about their intent or how they might be enforced at jharvey@allianceonline.net or 512-347-2888. Listed below (in the order they appear in the document) are the answers to the questions that have been asked most often:

- Garage Sales (B-2) – Homeowners may have up to 2 garage sales per year without prior approval.
- Leases (C-2) – Homeowners are required to ensure that their tenant abides by all covenants, rules and regulations of the community. Homeowners must provide the Association notice of the lease.
- Residential Use (E-1) – Homeowners may work from home provided that the business does not cause additional traffic, no door to door solicitation is allowed within Mueller, it does not create a nuisance for neighbors, and no signs or advertising are installed within public view.
- Political Signs (E-9) – Homeowners are allowed one political sign per candidate or ballot issue to be displayed for 90 days prior to the election and 10 days after the election.
- Pets in the Parks (F-1e) - All pets are required to be leashed at all times and pet owners are required to dispose of pet waste properly.
- Child Supervision (F-1i) - While in the parks at Mueller, all children under the age of 12 must be actively supervised by an adult.
- Gatherings in the Parks (F-2) - Any group of 20 people or more are required to make a reservation and have prior approval from the Association. ***
- Residential Modifications (H-1) – Homeowners can modify their home’s exterior with prior approval, specific information can be found in the Residential Modification Guidelines. ***
- Holiday Decorations (H-2) – Homeowners can install holiday decorations without prior approval 30 days prior to a holiday. They must be removed within 14 days following the holiday.
- On Street Parking (I) – On street parking is not addressed in the Rules and Regulations at this time. Due to the complexity of the issue, the Board of Directors has requested a Parking Solutions Input Group review the Advisory Panel’s parking information, research possible solutions, gather further input from the community and make a recommendation to the Board.
- Permitted Pets (K-1) – Homeowners can have up to 3 cats and dogs total at Mueller.

*** Further information on how to make a request and any forms needed may be found on the community portal ([www. MuellerAustinOnline.com](http://www.MuellerAustinOnline.com)) under the Community Association section, Mueller Community Association Documents.

AFTER RECORDING RETURN TO:



**ROBERT D. BURTON, ESQ.
ARMBRUST & BROWN, L.L.P.
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701**

**MUELLER
MIXED-USE (RESIDENTIAL)
COMMUNITY RULES & REGULATIONS**

**For Owners & Residents within
The Mueller Mixed-Use Community**

MUELLER

MIXED-USE COMMUNITY RULES & REGULATIONS

Mueller is an urban community designed for people and families from all walks of life. As such, the community will be unique and diverse in age, ethnicity, income, aesthetic preference and more. These Mixed-Use Community Rules & Regulations (the “**Rules**”) are established to ensure that the vision and goals stated below are best served.

- **FISCAL RESPONSIBILITY**
A positive revenue stream that will increase of City’s tax base
- **ECONOMIC DEVELOPMENT**
Contributing to Austin’s economy and providing new jobs
- **EAST AUSTIN REVITALIZATION**
A direct stake in redevelopment for East Austin residents
- **NEIGHBORHOOD COMPATIBILITY**
Enhancing the quality of life in adjacent communities
- **DIVERSITY**
A new community of socially and economically diverse residents
- **SUSTAINIBILITY**
Energy efficiency, reduced auto dependency, watershed protection—smart growth

Mueller is a town within a town, promoting compact and higher density development, compatible with surrounding single-family neighborhoods. While Owners must comply with all applicable City of Austin ordinances, certain City of Austin ordinances have been included in these Rules for emphasis and enforcement within Mueller. Any violation of any federal, state, or local law, ordinance, or regulation pertaining to the ownership, occupancy, or use of any portion of the Property (defined below) is hereby declared to be a violation of these Rules and subject to all of the enforcement procedures set forth in the Governing Documents.

These Rules have been adopted for the benefit of The Mueller Mixed-Use Community, Inc., a Texas non-profit corporation (the “**Association**”). These Rules are adopted pursuant to Chapter 4 of the Mueller Mixed-Use Community Covenant (the “**Mixed-Use Covenant**”), and set forth rules and regulations to regulate the use of property, activities and conduct within the Mueller Mixed-Use Community (the “**Property**”). These Rules are in addition to the Initial Rules adopted for the Mueller Master Community which are attached to the Mueller Master Community Covenant, recorded in the Official Public Records of Travis County, Texas (the “**Master Covenant**”).

These Rules are in addition to the provisions of the Mixed-Use Covenant, the Master Covenant, the Mixed-Use Community Bylaws, the Master Community Bylaws and other Governing Documents. By owning a Residential Lot (as defined below), each Owner and

Resident agrees to abide by these Rules and to comply with the obligations of Owners and Residents under the Mixed-Use Covenant, the Master Covenant, the Mixed-Use Community Bylaws, the Master Community Bylaws and other Governing Documents of the Association.

Words and phrases defined in the Master Covenant have the same meaning when used in these Rules. In the event of a conflict between documents, the hierarchy of authority is as follows: Master Covenant (highest), Mixed-Use Covenant, Master Community Bylaws, Mixed-Use Community Bylaws and these Rules (lowest). The Associations' Board of Directors is empowered to interpret, enforce, amend, and repeal these Rules as they deem necessary to govern the Association. Any property and facilities, or any interest therein, owned by the Mixed-Use Association is referred to as the "**Mixed-Use Common Area.**" The "**Area of Common Responsibility**" includes all of the Master Community Facilities and Special Common Area, and may also include Units or portions of Units and property dedicated to the public, such as public parks or rights-of-way. The Area of Common Responsibility includes, but is not limited to:

(a) the Master Community Facilities including but not limited to all landscaping and other flora, parks, ponds, signage, structures, and improvements, including any private streets, and bike and pedestrian pathways/trails, situated upon the Master Community Facilities;

(b) landscaping within public rights-of-way within or abutting the Community, except to the extent that responsibility is assigned to the Owners of adjacent Units pursuant to *Section 6.1 of the Master Covenant*;

(c) such portions of any additional property as may be included within the Area of Common Responsibility pursuant to the Master Covenant, any Supplemental Covenant, or any covenant or agreement for maintenance entered into by, or otherwise binding on the Master Association; and

(d) any property and facilities that the Master Declarant owns and makes available, on a temporary or permanent basis, for the primary use and enjoyment of the Master Association and some or all of its members. The Master Declarant shall identify any such property and facilities by written notice to the Master Association, and they shall remain part of the Area of Common Responsibility and be maintained by the Master Association until the Master Declarant revokes such privilege of use and enjoyment by written notice to the Master Association.

A. COMPLIANCE

A-1. **Compliance.** Each Owner will comply with the provisions of these Rules, the other Governing Documents, and policies adopted by the Board to supplement these Rules, as any of these may be revised from time to time. Each Owner, additionally, is responsible for compliance with all of the Governing Documents by the Residents of his or her Residential Lot, and his/her or their respective relatives, invitees, tenants, agents, employees, or contractors. If a Rule requires or prohibits conduct by an "Owner" or

“Resident”, each of those terms are deemed to include the other, and applies to all persons for whom an Owner or Resident is responsible. Any question regarding these Rules should be referred to the Association. The Association has the right to enforce these Rules against any person.

DRAFTER’S DICTUM

Users of this document should periodically review statutes and court rulings that may modify or nullify provisions of this document or its enforcement, or may create rights or duties not anticipated by this document.

- A-2. Additional Rules. Each Owner and Resident must comply with any rules and signs posted from time to time by the Association. Each Owner and Resident must comply with notices communicated by the Association, from time to time, which may include seasonal or temporary rules, or notice of a change affecting use of the Property. Posted and temporary rules are incorporated in these Rules by reference.
- A-3. Variance. Circumstances may warrant a variance of these Rules. An owner may request a variance by turning in a written application in accordance with Section 5.6 of the Master Covenant.
- A-4. Limits. It is understood that individuals may have different interpretations of and tolerances for these Rules. On lifestyle-related rules, such as the “Community Etiquette” rules below, the Association may refrain from acting on a perceived violation unless the Board determines the violation to be significant or a community-wide problem. The Association may not be compelled by one Owner or Resident to enforce these Rules against another Owner or Resident. The Association encourages cooperation and civility among all Owners and Residents.
- A-5. Filing Complaints. Because the Association is not staffed to monitor the Property for Rules violations, the Association relies on Owners and Residents to identify and report violations of these Rules and the Governing Documents, and to monitor compliance with these Rules by violators. The Association also relies on Owners and Residents to help keep each other informed about the Rules. Recognizing that an Owner or Resident may be reluctant to confront another Owner or Resident about a violation, the Association will work with Owners and Residents to enforce the Rules. Generally, a complaint must be in writing and must be signed by an Owner or Resident who is willing to be identified as the complainant. The Association may refuse to enforce a violation: (1) that cannot be easily and independently verified; (2) for which it did not receive a signed written complaint; (3) for which the complainant will not cooperate with monitoring the violation and compliance; and (4) which the Board does not consider to be significant or community-wide.

B. OBLIGATIONS OF OWNERS AND RESIDENTS

- B-1. Damage. An Owner or Resident is responsible for any loss or damage he or she causes within the Property. Additional information related to insurance, risk management, and reimbursement requirements is set forth in the Master Covenant and Mixed-Use Covenant.
- B-2. Garage, Estate, Vehicle and Bankruptcy Sales. Without the Board's prior written permission, no person may conduct on his or her Residential Lot, the Mixed-Use Common Area or an Area of Common Responsibility, a sale or activity that is advertised or attractive to the public, bankruptcy sales or "going out of business" sales; vehicles that are "For Sale" are not allowed to be stored within view of any Area of Common Responsibility or public right of ways. Notwithstanding the foregoing, each Residential Lot shall be permitted to have up to two (2) garage sales or estate sales within any twelve (12) month period in accordance with the City of Austin Code. This section does not apply to marketing the sale or rental of a Residential Lot, unless combined with a prohibited activity.

C. OCCUPANCY STANDARDS

- C-1. Numbers. The maximum number of persons who may occupy a Unit used for residential purposes (a "**Residential Lot**"), such as a Yard House, Row House, Garden Court House, Mueller House or apartment unit (each referred to as a "**Residence**") is one more than the number of bedrooms in the Residence. Two persons per bedroom, however, may occupy a Residential Lot if the Owners or Residents qualify for familial status protection under the Fair Housing Act. Occupancy of a Residential Lot, for purposes of these Rules, means occupancy in excess of thirty (30) continuous days or sixty (60) days in any 12-month period.
- C-2. Leases. Leases must be made subject to all of the Governing Documents, including these Rules, and an Owner is responsible for providing his or her tenant with copies of all of the Governing Documents and these Rules and notifying him or her of changes thereto. Each tenant is subject to and must comply with all provisions of the Governing Documents, these Rules, federal and state laws, and local ordinances. Notice of any lease must be remitted to the Master Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease.
- C-3. Minors. No person under the age of eighteen (18) years may occupy a Residential Lot unless he lives with an Owner or Resident who is his or her parent, legal guardian, or a designee of his or her parent or legal guardian. Upon request by the Association, an Owner will provide satisfactory proof of the ages and guardian status of any minor occupant.

D. FIRE AND SAFETY

- D-1. Safety. Each Owner and Resident is solely responsible for his or her own safety and for the safety, well-being, and supervision of his or her guests and any person to whom the Owner or Resident has a duty of care, control, or custody.
- D-2. Fires. Except for barbecue fires as permitted by these Rules, there may not be any exterior fires on the Mixed-Use Common Area or an Area of Common Responsibility.
- D-3. Grills, Fire pits and Chimeneas. The Board reserves the right to prohibit or restrict the existence and/or use of all or certain outdoor cooking grills if, in the Board's discretion, a grill constitutes a fire hazard or is unattractive or oversized for the area in which it is kept. On permitted grills, fire pits and chimeneas, (a) open fires must be supervised at all times; (b) gas tanks must be properly used and maintained; (c) no flames may be higher than the cooking surface; and (d) a grill may not be used near flammable or combustible materials.
- D-4. Safety Equipment. No person may use, tamper with, or modify the fire and safety equipment, if any, in the Mixed-Use Common Area or an Area of Common Responsibility, such as alarms, extinguishers, monitors, and self-closing gates or doors. This Section may not be construed to require the installation or use of such equipment.
- D-5. Security. The Association may, but is not obligated to, maintain or support certain activities within the Mixed-Use Common Area or an Area of Common Responsibility designed to make the Mixed-Use Common Area or Area of Common Responsibility less attractive to intruders than it otherwise might be. The Association, its directors, committees, Members, agents, and employees will not in any way be considered an insurer or guarantor of security within the Mixed-Use Common Area or an Area of Common Responsibility, and may not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each Owner, Resident, guest, and invitee on the Mixed-Use Common Area or an Area of Common Responsibility assumes all risk for loss or damage to his or her person, to his or her residence, to the contents of his or her residence, and to any other of his or her property. The Association expressly disclaims and disavows any and all representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security systems, equipment, or measures recommended, installed, or undertaken.

E. GENERAL USE AND MAINTENANCE OF RESIDENTIAL LOT

E-1. **Residential Use.** Each Residential Lot must be used solely for private single family residential purposes. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Residential Lot, except an Owner or occupant of a residence may conduct business activities within a Residence so long as:

(i) such activity complies with all the applicable zoning ordinances (if any);

(ii) the business activity is conducted without the employment of persons other than the residents of the home constructed on the Residential Lot;

(iii) the existence or operation of the business activity is not apparent or detectable by sight, i.e., no sign may be erected advertising the business on any Residential Lot, sound, or smell from outside the home;

(iv) the business activity does not involve door-to-door solicitation of residents within the Community;

(v) the business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Property which is noticeably greater than that which is typical of homes in which no business activity is being conducted;

(vi) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Community as may be determined in the sole discretion of the Board; and

(vii) the business does not require the installation of any machinery other than that customary to normal household operations. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration.

Notwithstanding the foregoing, different standards of permitted business activities within a Residence may be established for specific types of residences, like Shop Houses, or in certain designated areas.

E-2. **Maintenance.** An Owner, at his or her expense, will maintain his or her Residential Lot and keep it in good condition and repair.

E-3. **Maintenance of Right of Way.** Each Owner will be responsible, at such Owner's sole cost and expense, for maintaining, mowing, replacing, pruning, and irrigating the

landscaping, including trees, in good order and repair and in a safe, clean and attractive condition, and maintaining, repairing and replacing the irrigation system, in good order and repair and in a safe, clean and attractive condition, between the boundary of such Owner's Residential Lot and the curb or property line of any adjacent public space, right-of-way, street or alley (the "**ST Landscape Area**") unless the responsibility for maintaining the ST Landscape Area is undertaken by the Master Association by written resolution executed by a majority of the Board or the ST Landscape Area is designated as a Service Area.

- E-4. Combustibles. An Owner or Resident may not store or maintain, anywhere within a Residential Lot explosives or materials capable of spontaneous combustion. Notwithstanding the foregoing, gasoline containers 5 gallons and under and propane tanks for barbecue grills are permitted.
- E-5. Report Malfunctions. An Owner or Resident will immediately report to the Board his or her discovery of any leak, break, or malfunction in any portion of the Mixed-Use Common Area or an Area of Common Responsibility which the Association has a duty to maintain.
- E-6. Cable. An Owner or Resident who subscribes directly to cable service is solely responsible for maintaining that subscription and the appurtenant equipment. An Owner or Resident who obtains cable service through the Association is responsible for the proper use, maintenance, and return of cable connections or equipment, if any.
- E-7. Reception Interference. Each Owner or Resident will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception on the Property.
- E-8. Compliance with Laws. EACH OWNER SHALL PROMPTLY AND FULLY COMPLY WITH ANY AND ALL APPLICABLE LAWS, RULES, ORDINANCES, STATUTES, REGULATIONS, OR REQUIREMENTS OF ANY GOVERNMENTAL AGENCY OR AUTHORITY WITH RESPECT TO THE OCCUPANCY AND USE OF A RESIDENTIAL LOT.
- E-9. Display of Political Signs. Political signage is limited to one sign per yard per candidate or ballot item, provided such signage is displayed no more than ninety (90) days prior to the date of the election to which the sign relates and is removed ten (10) days after the applicable election is held. Permitted signs must be ground-mounted; no banner signs are permissible. In addition, signs may not: (1) contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component; (2) be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object; (3) include the painting of architectural surfaces; (4) threaten the public health or safety; (5) be larger than four feet by six feet; (6) violate a law; (7)

contain language, graphics, or any display that would be offensive to the ordinary person; or (8) be accompanied by music or other sounds or by streamers or is otherwise distracting to motorists. Any signs displayed in violation of these rules may be removed. No signs shall be permitted on Mixed-Use Common Area, an Area of Common Responsibility or common grounds.

F. GENERAL USE & MAINTENANCE OF AREAS OF COMMON RESPONSIBILITY

- F-1. **Grounds.** The landscaped areas, lawns, beds, plant materials, parks, neighborhood parks, trails, greenbelts and open spaces on the Mixed-Use Common Area or any other Area of Common Responsibility, including but not limited to neighborhood parks and amenity centers, are collectively referred to as the “Grounds.” The Grounds are subject to the following Rules, which may change at any time and from time to time as determined by the Board. Rules that are consistent with City of Austin park rules have been noted.
- a. Owners and Residents may not abuse or misuse any portion of the Grounds – stepping or trampling on or in landscaped areas, beds or plant materials is strictly prohibited. Any conduct deemed by the Association to be dangerous or unwarranted is grounds for a word of caution, a reprimand, or suspension from the Grounds. Use of the Grounds may be denied if Association fees or other due amounts remain unpaid. Use of the Grounds is AT YOUR OWN RISK.
 - b. Access to any portion of the Grounds, may be limited from time to time due to occupancy limits, weather, the condition of the Grounds or maintenance or other appropriate reason. Any portion of the Grounds is closed when an official “CLOSED” sign is posted. Use or access to areas within the Grounds posted as “RESTRICTED” is not permitted.
 - c. Each Owner or Resident is responsible for cleaning up all trash and other debris occasioned by his or her use. Trash and debris must be deposited in appropriate trash receptacles. Littering or dumping of any type of debris, trash, waste is prohibited.
 - d. There shall be no rough play permitted on or about the Grounds. Rowdiness, boisterous behavior, excessive noise or interference with others using the Grounds is specifically prohibited.
 - e. Pets are permitted on the trails, lawns or in the designated pet areas. All pets must be restrained with a leash at all times. Owners are required to collect their pet’s waste and dispose of it in appropriate trash receptacles. (City of Austin rule)

- f. No glass objects or glass containers of any kind are allowed or permitted on or about the Grounds. (City of Austin rule)
- g. No weapons of any kind are permitted on property owned by the Association. The discharge of firearms, pellet guns, bow and arrows, slingshots and other hazardous items is prohibited within City of Austin. (City of Austin rule)
- h. Radios, televisions and the like may be listened to only if played at a sound level which is not offensive to others on or about the Grounds, or shall be operated with headphones. Nuisances, such as loud music and inappropriate behavior, are prohibited. (City of Austin rule)
- i. Children under the age of twelve (12) must have adult supervision at all times while on the Grounds.
- j. At the discretion of the Association, certain periods of the normal Grounds hours may be set aside for specialized activities (*e.g.*, community fun run or similar activity). To the extent these activities are sponsored by the Association, these activities will be open to all interested residents. Scheduled times for these activities will be posted. Certain portions of the Grounds, such as perimeter parks (*e.g.*, Northwest Greenway and Southwest Greenway) and the Lake Park, have been or will be dedicated to the public or will otherwise be available for use by the public. Accordingly, members of the public will have the right to use such areas. Notwithstanding anything herein to the contrary, the Association reserves to right to permit any party to hold a private function on such portions of the Grounds open to the public, subject to approval by the Association, including entering into an agreement with and submitting a deposit to the Association, and subject to any applicable City of Austin rules and regulations.
- k. Daily operating hours are from dawn to dusk, unless otherwise posted. Use of the Grounds is not allowed after dusk, unless otherwise posted.
- l. Horses and motorized vehicles are prohibited.
- m. No construction of any kind is permitted in the Grounds.
- n. Do not feed any wildlife except for ducks or other water fowl.
- o. No hunting, camping, or loitering of any kind whatsoever is allowed.
- p. No cooking or fire of any nature is allowed, except in designated picnic areas.
- q. Disturbing the bedding of landscaped areas is prohibited - be cautious of plants and wildlife in their native habitat. Notwithstanding the foregoing, walking

through certain landscaped areas that have paths or designated areas for pedestrian use, such as portions of the Southwest Greenway, is permitted.

- r. Report any damage to or concerns about the Grounds to the management company hired by the Association (“**Community Manager**”).
- s. Damages to the Grounds may result in the assessment of repair and replacement costs, or other penalties.
- t. No sign, banner, decoration, or displays of any kind will be allowed within the Grounds other than signs related to their use as approved by the Board of Directors of the Association.
- u. Use of Grounds may be denied if Association fees or other due amounts remain unpaid.

F-2. Private Functions. Owners or Residents interested in using portions of the Mixed-Use Common Area or an Area of Common Responsibility for social, personal, charitable or political parties or events should contact the Community Manager for requirements and reservation forms. A reservation is required if an area will be used for a group of twenty (20) or more guests or if the area will be used to the exclusion of others.

F-3. Abandoned Items. No item or object of any type may be stored, placed, or maintained anywhere on the general Mixed-Use Common Area or an Area of Common Responsibility, except by the Board or with the Board's prior written consent. Items of personal property found on the Mixed-Use Common Area or an Area of Common Responsibility are deemed abandoned and may be disposed of by the Board.

G. COMMUNITY ETIQUETTE

G-1. Courtesy. Each Owner and Resident will endeavor to use his or her Residential Lot, the Mixed-Use Common Area and other Areas of Common Responsibility in a manner calculated to respect the rights and privileges of other Residents.

G-2. Noise and Odors. Each Owner or Resident must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb Owners or Residents of other Residential Lots. Loud vocalizations and boisterous conduct on the Mixed-Use Common Area or other Areas of Common Responsibility is expressly prohibited.

G-3. Community Activities. In planning community activities on Mixed-Use Common Area, an Area of Common Responsibility or at an Owner's or Resident's Residential Lot, an Owner or Resident should be aware of the potential consequences of the parking resources and the sensibilities of other Owners and Residents. For any such activity that an Owner or Resident expects to produce a higher-than-customary level or duration of

noise or other disturbance, the Owner or Resident will make a diligent effort to give Owners/Residents of adjoining Residential Lots timely prior notice of the event, as a courtesy. If the event is expected to attract twenty (20) or more guests, the Owner or Resident will also give the Board timely prior written notice of the event.

H. ARCHITECTURAL CONTROL; WORK UPON RESIDENCES, RESIDENTIAL LOTS, MIXED-USE COMMON AREA AND AREAS OF COMMON RESPONSIBILITY

- H-1. Residential Modification Guidelines. As set forth in the Mueller Design Book, Mueller welcomes diversity and individuality in housing types and aesthetics. A Modification Committee is established by the Covenants to review Owners' requests for alterations, decoration or modifications to existing improvements. Residential Modification Guidelines are available from the Community Manager.
- H-2. Exteriors. With written approval of the Reviewer an owner may change, remodel, affix decorations/art, or improve any exterior surface or component of the improvements constructed upon a Residential Lot, or change the outside appearance of the improvements constructed upon a Residential Lot. Reasonable Holiday decorations do not need prior approval and are allowed up to 30 days prior to the Holiday or religious observance and 14 days thereafter.
- H-3. Prohibited Acts. In addition to the foregoing, a person may not:
- a. Post signs, notices, or advertisements on the Mixed-Use Common Area or other Areas of Common Responsibility.
 - b. Place decorations on the Mixed-Use Common Area or other Areas of Common Responsibility, provided that decorations for a party or event may be authorized by the Community Manager.
- H-4. Reviewer Approval. To obtain the Reviewer's written consent for an alteration or modification, an Owner must comply with the architectural control requirements of the Master Covenant. An applicant may not rely on verbal assurances of an Association director or officer or the Community Manager. If approval is obtained, the Owner must maintain the approved item in a good and attractive condition. Owners should reference the Residential Modification Guidelines for specific information.

I. VEHICLE RESTRICTIONS

[ON STREET PARKING REGULATIONS TO BE REVIEWED FURTHER BY THE BOARD]

- I-1. Vehicles. A vehicle must be operable, and must display a current license tag and inspection sticker. For purposes of these Rules, vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles. The following are not permitted on the Property without the Board's consent:

trailers, boats, recreational vehicles, buses, large commercial trucks, industrial vehicles. Motorcycles, motorbikes, or other motorized vehicles may not be operated except to provide transportation to and from a Residential Lot.

- I-2. Repairs. Washing, repairs, restoration, or maintenance (including oil changes) of vehicles is prohibited on alleys except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.
- I-3. Obstructions. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard.
- I-4. Violations. A vehicle in violation of these Rules may be stickered, wheel-locked, towed, or otherwise removed from the Residential Lot by the Board, at the expense of the vehicle's Owner. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for Rules violations.

J. TRASH DISPOSAL

- J-1. General Duty. Owners or Residents will endeavor to keep their Residential Lot clean and will dispose of all refuse using the receptacles designated specifically by the Association or by the City for that purpose. Owners and Residents may NOT litter in the Mixed-Use Common Area or other Areas of Common Responsibility.
- J-2. Hazards. Owners and Residents may NOT store trash within his or her Residential Lot in a manner that may permit the spread of fire, odors, seepage, or encouragement of vermin. Before discarding coals, ashes, logs, or other materials used in barbecue grills or fireplaces, an Owner or Resident will ensure that the debris is thoroughly cold.
- J-3. Excess Trash. Owners and Residents must arrange privately for removal of discarded furnishings or any unusually large volume of debris.

K. PETS

- K-1. Permitted Pets. An Owner or Resident may keep on his or her Residential Lot customary domesticated housepets, such as domesticated dogs, cats, caged birds, and non-poisonous or non-dangerous aquarium- or terrarium-inhabiting animals. No Owner may keep on such Owner's Residential Lot more than three (3) cats and dogs, in the aggregate.
- K-2. Prohibited Animals. No Resident may keep a dangerous or exotic animal, pit bull terrier, trained attack dog, or any other animal deemed by the Board to be a potential threat to the well-being of people or other animals. No animal or housepet may be kept, bred, or maintained for any commercial purpose or for food.

- K-3. Indoors/Outdoors. A permitted pet must be maintained inside the Residential Lot, and may not be kept in an unfenced area. No pet is allowed on Mixed-Use Common Area or other Areas of Common Responsibility unless carried or leashed. No pet may be leashed to a stationary object, unless in a designated area, on the Mixed-Use Common Area or other Areas of Common Responsibility.
- K-4. Disturbance. Pets must be kept in a manner that does not disturb another Resident's rest or peaceful enjoyment of his or her Residential Lot or the Mixed-Use Common Area or other Areas of Common Responsibility. No pet may be permitted to bark, howl, whine, screech, or make other loud noises for unreasonable or repeated periods of time.
- K-5. Damage. Each Owner or Resident is responsible for any property damage, injury, or disturbance his or her pet may cause or inflict. A Resident who keeps a pet on his or her Residential Lot is deemed to indemnify and agrees to hold harmless the Board, the Association, and other Owners and Residents, from any loss, claim, or liability of any kind or character whatever resulting from any action of his or her pet or arising by reason of keeping or maintaining the pet on his or her Residential Lot.
- K-6. Pet Waste Removal. Each Owner or Resident is responsible for the removal of his or her pet's wastes from the Mixed-Use Common Area or other Areas of Common Responsibility. The Board may levy a fine against a Residential Lot and its Owner each time feces are discovered on the Mixed-Use Common Area or other Areas of Common Responsibility and attributed to an animal in the custody of that Residential Lot's Owner or Resident.
- K-7. Removal. If an Owner or Resident or his or her pet violates these Rules, or if a pet creates a noise, odor, or other disturbance or nuisance, the Owner, Resident or other person having control of the animal may be given a written notice by the Board to correct the problem. If the problem is not corrected within the time specified in the notice (not less than ten (10) days), the Owner or Resident, upon written notice from the Board, may be required to remove the animal. Each Owner or Resident agrees to permanently remove his or her violating animal from the Property within ten (10) days after receipt of a removal notice from the Board.

L. MISCELLANEOUS

- L-1. Right to Hearing. An Owner may request in writing a hearing by the Board regarding an alleged breach of these Rules by the Owner or any person for whom the Owner is responsible. The Board will schedule a hearing within thirty (30) days after receiving the Owner's written request. At the hearing, the Board will consider the facts and circumstances surrounding the alleged violation. The Owner may attend the hearing in person, or may be represented by another person or written communication.
- L-2. Mailing Address. An Owner who receives mail at any address other than the address of his or her Residential Lot must maintain with the Association his or her current mailing

address. Notifications of change of name or change of address should be clearly marked as such. All notices required to be sent to Owners by the Governing Documents may 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 Residential Lot is deemed effective for purposes of delivery.

- L-3. Revision. These Rules are subject to being revised, replaced, or supplemented, and Owners and Residents are urged to contact the Association to verify the rules currently in effect on any matter of interest. These Rules will remain effective until ten (10) days after an Owner of each Residential Lot has been given a notice of the amendment or revocation of these Rules.
- L-4. Other Rights. These Rules are in addition to and in no way whatsoever detract from the rights of the Association under the other Governing Documents and the laws of the State of Texas.