

**POSADA DEL REY CONDOMINIUMS  
RULES AND REGULATIONS**

Revised February 2006

In order to protect the standard of living and aesthetic satisfaction of all Owners/Residents and to maintain property values, the following Rules and Regulations have been adopted by the Board of Directors.

This document is a supplement to the Declaration of Condominium Regime for Posada Del Rey Condominiums, recorded in Vol. 7, page 431 of the Real Property Records of Travis County, Texas and the Bylaws of the Posada Del Rey Condominium Owners' Association, Inc., and as such may require additional reference to these documents to fully address some issues. All Owners/Residents are encouraged to carefully read through the rules to make sure they are in compliance. Owners who lease any unit are responsible for providing a copy of these Rules and Regulations to their tenants as an Addendum to their lease, as referenced in III.A.5 below.

**CONTENTS**

I. GENERAL .....	1
A. COMMON AREAS .....	1
B. GENERAL CONDUCT .....	2
C. ARCHITECTURAL MATTERS .....	4
D. POOL AND COURTYARD .....	5
II. SALE OR CHANGE OF OWNERSHIP .....	6
III. LEASING AND NON-RESIDENT OWNER OBLIGATIONS .....	6
IV. PARKING, VEHICLES, MOTORCYCLE AND BICYCLES .....	7
V. HEALTH AND SAFETY .....	7
VI. COLLECTIONS .....	8
A. COLLECTION PROCESS .....	8
B. COLLECTION POLICY .....	8
VII. ENFORCEMENT .....	9
A. REPORTING .....	9
B. ENFORCEMENT PROCESS .....	9
C. APPLICATION .....	10

**I. GENERAL**

**A. COMMON AREAS**

- I.A.1 Entry Areas and Walkways** – These areas must be kept neat and orderly, free from obstructions, and open to free passage by all Residents. A minimum four foot (4') wide walkway must be maintained.

- I.A.2 Furniture on Common Walkways** – Owners/Residents may place acceptable Outdoor Furniture adjacent to their unit on the common walkway. Acceptable Outdoor Furniture shall be black, brown, or earth tone in color, and constructed of wood, wicker, or wrought iron. Plastic, resin, upholstered or furniture intended for interior use is strictly prohibited. Furniture placed outside a unit in violation of this rule is subject to removal and, at the Association's option, disposal or storage at the Owner/Resident's expense.
- I.A.3 Storage of Personal Property in Common Areas** – Personal property must be kept inside the Owner's/Resident's unit. The common areas may not be used for temporary or permanent storage of personal property without written approval from the Board of Directors. Such areas include, without limitation, all walkways, entryways, stairwells, courtyard and pool area, parking spaces and garage area. All property stored in violation of this rule may be removed and disposed of by the Board of Directors or Management without further notice.
- I.A.4 Drying or Airing of Clothes, Rugs, or Personal Garments** – Under no circumstances can clothing, rugs, personal garments or any item be hung from balconies, railings, or draped over furniture outside a unit. Owners/Residents should use the laundry facilities provided on the property.
- I.A.5 Disposal of Trash** – All garbage and/or trash removed from a unit must be bagged or boxed and taken directly to the dumpster located at the rear of the property. Under no circumstances may garbage or trash of any nature be placed (even temporarily) outside a unit, in the laundry room, or elsewhere on the Property.
- I.A.6 Laundry Facilities** – A laundry facility is maintained on the property for the sole convenience of Posada's Owners, Residents, and their guests. The use of this facility by Non-Residents is prohibited.
- I.A.7 Common Area Repairs And Reporting** – An Owner is liable for all damages to general or limited common elements caused by failure to promptly report to the Association any defect or need for repair. An Owner is liable for the cost of all repairs to general or limited common elements necessitated by neglect, misuse, or negligence of the Owner, his tenants, co-residents, guests or invitees, or the failure to promptly report to the Association any item in need of repair for which the Association has maintenance responsibility. An Owner must promptly report to the Association any defect or need for repair of a general or limited common element that is causing damage to the Owner's or any other unit or be fully responsible for such unit damage.

#### **B. GENERAL CONDUCT**

- I.B.1 Water Damage** – Owners are liable for any and all damages to neighboring units and the common areas resulting from the failure of an appliance, fixture, commode, tub, shower or, missing tile or grouting, or the failure to properly use shower curtains or doors, or failure to service condensate drains within the unit.
- I.B.2 Pets** – The Board may require removal of any pet which in its opinion constitutes a nuisance. All animals must be vaccinated regularly, display required tags, and be restrained with a leash when outside a unit. Pets shall not be left unattended in any area outside the unit and no feeding bowls are to be left outside the unit or in the common area. The interior grounds, including the courtyard and pool area, may not be used for pet defecation. It is the responsibility of the pet owner to clean up after such pets in any

Common Area, interior or exterior, and to promptly dispose of any pet waste directly into the dumpster, should an accident occur. . The Board reserves the right to request a temperament statement from a licensed animal care provider for any animal that shows aggressive behavior.

- I.B.3 Quiet Hours** – All Residents will observe quiet hours on the property between the hours of 10:00 p.m. and 7:00 a.m. in order to preserve the quiet enjoyment of the property by all residents. Owners and Residents are encouraged to notify their neighbors whenever noisy or disruptive activities are anticipated.
- I.B.4 Excessive Noise or Lewd/Offensive Conduct** – Any noise or behavior which disturbs the quiet enjoyment of any Resident is prohibited. Residents shall refrain from playing radios, TV's, stereos, musical instruments, or any other device so loud that it may be heard outside the unit by a neighboring unit. Violations should be reported to Management noting the time of day, date, unit number, and brief description of the incident.
- I.B.5 Fireworks and Firearms** – No fireworks or firearms may be discharged on or within the property.
- I.B.6 Criminal Activity** – It shall be the policy of the Posada Del Rey Condominiums that no Owner, Resident or Guest may violate any criminal or civil laws, health codes, or other applicable laws while on the property. Any infraction observed should be promptly reported to the Police and Management.
- I.B.7 Non-Smoking Areas** – Smoking is not permitted in the common hallways, lobbies, stairways and foyer of the building. Smoking is permitted in the courtyard, pool area, and parking garage. Smoking is permitted within the unit so long as it is not able to permeate through vents or otherwise infiltrate other units and disturb other residents.
- I.B.8 Excessive Water Consumption** – Since all water used on the property is a part of the common expenses, each Owner/Resident is asked to be very mindful of water consumption. Owners/Residents shall make every effort to prevent water from entering other units, especially when watering plants on balconies or walkways. Excessive consumption of water is prohibited and includes the washing or cleaning of vehicles.
- I.B.9 Owner Repairs** – Owners are responsible for the repair, upkeep, and removal of all appliances, air-conditioning/heating systems, filters, windows, showers, commodes, sinks and walls located within their unit. Window panes, exterior screens and screen doors are the responsibility of the Owner and must be kept in good repair. Tenants/Residents must contact the Owner or Owner's representative when repairs are needed. Only under certain conditions or in an emergency will Management step in. All costs associated with such action will be billed to the unit Owner.
- I.B.10 Fire Extinguishers/Smoke Detectors** – Each unit must have an operational fire extinguisher and smoke detector of an acceptable type and in such quantities and locations as required by Section #10.302 of the Uniform Fire Code. Owners may also call the Austin Fire Department (AFD) at 477-5784 to obtain information in this regard. Owners may be asked from time to time to allow access to their unit by AFD for purposes of inspecting for compliance with the fire code.
- I.B.11 Perimeter Gates** – GATES ON THE PROPERTY SHALL BE KEPT CLOSED AND LOCKED AT ALL TIMES. If it is necessary to keep the gates open for any reason, the Owner/Resident must post a

person at the gate to prevent unauthorized persons from entering. Gate openers and codes may be obtained by contacting Management.

### C. ARCHITECTURAL MATTERS

- I.C.1 Exterior Attachments** – No personal property or attachment of any kind may be affixed to an exterior wall, railing, overhang, or eave of the building. Hanging plants, hanging baskets and wind chimes are prohibited unless approved in writing by the Board. Owners/Residents shall not allow potted plants, such as vines or climbing varieties, to attach themselves to any common area railing or exterior surface. Owners who allow their plants to attach themselves to railings will be required to remove them and may be held responsible for any resultant damage.
- I.C.2 Exterior Modifications** – Consistent with Article 7.7 of the Declaration, no exterior modifications to the building are allowed other than those approved in writing by the Board of Directors. The only exterior modifications which are allowed with prior Board approval are the installation of french doors, screen doors, and hanging basket hooks. Such approval shall address placement, quality, quantity, and design. All requests are to be in written form and must be reviewed and approved by the Board before any work begins. Any exterior modification, whether approved by the Board or not, found to be in violation of Article 7.7 of the Declaration may, at the Association's expense, be removed and the structure restored to its original condition at any time once the unit is sold by the current Owner. Any Owner/Resident who makes exterior modifications without written approval from the Board will be fined \$500.00 without further notice from the Board or Management. The fine for this violation is automatic and is not discretionary.
- I.C.3 Signs** – No signage of any nature whatsoever, including those attached to the interior of windows, is permitted. Any signs found on the property may be removed by Management or the Board without further notice.
- I.C.4 Satellite Dish or Television/Radio Antennas** – In accordance with the FCC ruling on Over-the-Air Reception Devices (47 C.F.R. Section 1.4000), satellite dishes one meter or less in diameter may be placed in an area within the exclusive use and control of the Owner. The Board, at its discretion, may permit a dish to be placed on the roof immediately adjacent to a unit's A/C unit. All rooftop satellite dish placements must be requested in writing prior to installation specifying in detail how it will be attached and how the necessary cabling will be run to the unit. All attachments must be shown to be safe, stable and secure, and may not result in any damage to the roof. No penetration of the roof will be allowed to accomplish installation. The owner of the satellite dish and the unit Owner shall be responsible for any and all damage resulting from placement of the satellite dish. The Board is not required to allow installation of a satellite dish in a common area even if the Owner/Resident cannot receive unimpaired reception from placement in accordance with these rules.
- I.C.5 Flower Pots** – A reasonable number (as determined by the Board from time to time) of potted plants may be allowed on the balconies or walkways outside of a unit. They must be positioned so as not to obstruct traffic or become a hazard. Only red terra cotta clay, plastic pots resembling red terra cotta clay, or earth tone clay pots are permitted unless approved in writing by the Board. Dead, dying or neglected

plants, broken or empty pots detract from the ambiance of the property and can be removed by the Board or Management and disposed of without further notice.

- I.C.6 Window and Door Coverings** – All shades, drapes, blinds, or shutters must be white, tan, beige, or ivory in color, in good repair and properly hung or installed. WINDOWS MAY NOT BE TINTED. Burglar bars are not permitted on the exterior of any window or sliding door. Such bars are also discouraged on the interior, and if present must conform to all applicable fire and safety codes. They must also be painted the same color as the window or door covering. Any new installations of burglar bars in a unit must first be approved by the Board of Directors. If approved, the bars must at all time be shielded from view from the exterior of the unit by installing shades, drapes, blinds, or shutters between the bars and the window/door.

#### **D. POOL AND COURTYARD**

- I.D.1 Swimming Pool** – Rules are posted at the pool. No children under 18 years of age shall be permitted to use the pool unless accompanied by an adult. Glass bottles and containers are not permitted near the pool area. Running and diving from the rock planter is not permitted. Residents are encouraged to be mindful of others and to restrict use of floats and rafts during those hours of heavy use. Visitors and Guests should always be accompanied by Residents. Individuals not recognized as Residents may be asked for identification. No radios or portable stereos are allowed in the pool area except when the patio has been reserved for a party according to the specifications outlined in I.D.2.
- I.D.2 Parties and Gatherings** – Parties may be held in the courtyard/pool area by Owners and Residents between the hours of 7:00 a.m. and 10:00 p.m. on weekdays and between the hours of 10:00 a.m. and 10:00 p.m. on weekends and holidays. A party shall not exceed six (6) hours. The following conditions must be met:
- a) At parties of 8 or more Non-Resident Guests, the Board shall require a cleaning and damage deposit of \$150 or \$5 per person, which ever is greater. Parties shall be limited to 50 Guests.
  - b) One week in advance of the party, the Owner or Resident giving the party shall provide a notice of the party and its particulars, in writing, to Management for approval.
  - c) The host is responsible for cleaning the patio area after the party. Any cost incurred by the Association as a result of the party is the responsibility of the host.
  - d) Due to the intimacy of the surroundings and the close proximity to the homes of Residents, noisy gatherings that disturb surrounding residents are not permitted. The Association, acting through a Board member or its managing agent, has a right to stop parties if, in the Association's sole discretion, they are excessively noisy, and if the Association exercises this right all attendees of the party must leave immediately.
  - e) All condominium rules are in effect during the party, especially those governing gates, the noise level, the decorum, and the pool.
  - f) During any party, the courtyard and pool shall remain open to other Owners, Residents, and their guests.

## II. SALE OR CHANGE OF OWNERSHIP

- II.A.1 Change of Ownership** – It is the unit Owner's sole responsibility to give written notice of any change in ownership or change in address associated with their unit. Management will send all notices/letters from the Association to the last known address provided by the Owner.
- II.A.2 Sale of Units** – Any Owner desiring to sell their unit may not use any on-site property signage (as noted in rule I.A.7 above) for this purpose.
- II.A.3 Resale Certificate** – Consistent with the Texas Uniform Condominium Act, each Owner must obtain a Resale Certificate from Management, and this resale certificate must have been prepared no earlier than three months from the date it is given to the purchaser of the unit. This Certificate shall be provided with a copy of the Articles of Incorporation, The Declaration and Bylaws, and a copy of the Rules and Regulations of the Association. It shall also include a copy of the Evidence of Insurance for the Association and a copy of the most current operating budget. Management will charge the requesting Owner a fee of \$175 for preparation of the certificate and copies of Association documents.

## III. LEASING AND NON-RESIDENT OWNER OBLIGATIONS

- III.A.1 Leased Units** – Owners who elect to lease any unit must complete and submit to Management, for approval by the Board President, a copy of Exhibit E to the Declaration for each new lease or renewal term, ten (10) days prior to the move-in or effective date of the lease. If the Board does not respond to the Owner's request for approval within ten (10) days from the Board's receipt of the Owner's request, approval shall be deemed granted. Owners who fail to provide this information as required will be subject to a fine of \$100 plus attorney's fees, if required, to ensure their compliance. The Board may limit the number of occupants in a unit and may restrict the number, size, and type of pets.
- III.A.2 Moving Schedules and Fees** – All move-ins and move-outs must be scheduled through Management during regular business hours at least 24 hours in advance. A non-refundable Tenant Move-In Fee of \$150 will be charged to the unit Owner, payable at the time of the move. Moves scheduled outside of regular business hours may be subject to an additional fee. Failure to comply with these obligations will result in a fine in accordance with these rules.
- III.A.3 Garnishment of Rents** – Consistent with the terms of Exhibit E to the Declaration, should an Owner that is leasing their unit become delinquent in the payment of their assessments, the Association may, through its Board of Directors, make written demand of the tenant to make any future rents payable to the Association until all delinquent sums are paid in full.
- III.A.4 Eviction of Tenants** – Consistent with the terms of Exhibit E to the Declaration, the Association shall have the right to evict an Owner's tenant who substantially or repeatedly violates the Association's Rules and Regulations.
- III.A.S Lease Forms** – All leases shall provide that tenants must comply with the Declaration, By Laws, and Rules and Regulations of the Association and must place the tenant in default of the lease for violations, and subject to eviction by either the landlord or the Association. ALL LEASES MUST INCLUDE A COPY OF THESE RULES AND REGULATIONS AS AN ADDENDUM TO THE LEASE.

**III.A.6 Compliance With Texas Property Code** – Any Non-Resident Owner leasing a unit shall comply with all applicable statutory requirements as a "Landlord", including specifically the Texas Security Devices Statute (Texas Property Code 92.151, et seq.). Such compliance shall be the sole responsibility of the Non-Resident Owner/Landlord. The Association disclaims any liability for the failure of any Non-Resident Owner to comply with applicable law. The Non-Resident Owner shall indemnify the Association against any and all claims arising out of any failure to comply with such applicable law.

#### **IV. PARKING, VEHICLES, MOTORCYCLE AND BICYCLES**

- IV.A.1 Bicycles and Motorcycles** – All bicycles, motorcycles, and scooters must be parked in the area designated in the garage and may not be stored in any other area of the garage or common areas. Bicycles may be kept inside the units.
- IV.A.2 Vehicle Repair** – No vehicle may be repaired or serviced on the property except for changing a flat tire, getting a jump start, or an emergency repair.
- IV.A.3 Inoperable or Abandoned Vehicles** – No inoperable vehicles shall be kept in the parking garage or on the property. This shall include any vehicle with visible mechanical problems, expired plates or registration. No abandoned vehicles shall be allowed on the property. An abandoned vehicle shall mean any vehicle registered to someone other than a current Owner or Resident, or anyone not currently leasing a parking space in the garage. ANY SUCH VEHICLES WILL BE SUBJECT TO TOWING BY THE ASSOCIATION AT THE OWNER'S EXPENSE.
- IV.A.4 Parking** – Parking spaces are assigned in the garage. Vehicles that are parked in the wrong space may be towed in accordance with state law by the Owner of the assigned space, without further notice and at the vehicle owner's expense.
- IV.A.5 Extra Parking Spaces In Garage** – Extra parking spaces are available for use by Owners or Residents. There are three (3) spaces inside the parking garage (#86, #98, #100) that are owned by the Association. Two of these spaces, #98 & #100, are available for lease at market rates on a first-come, first-served basis. The remaining space, #86, is a designated short-term (half day or less) guest parking space, and can be used on a first-come, first-served basis.
- IV.A.6 Non-Resident Guest Parking** – Three additional parking spaces that are available for Non-Resident Guest parking only are located in the Stratford Arms parking lot, south of the property. Parking permits are required and may be obtained at no cost through Management. Such parking is limited to not more than one 24-hour period.

#### **V. HEALTH AND SAFETY**

- V.A.1 Barbeque Pits and Gas Grills** – Except for those provided in the courtyard, no Owner/Resident may use, store, keep, or maintain a Barbecue Pit or Gas Grill at their unit or anywhere on the property.
- V.A.2 Unit Access** – In the event of an emergency where the Unit Owner or Occupant cannot be reached, any Board member or Management representative may enter the unit with a locksmith when there is a concern about imminent property damage to the common elements or to another unit.

## **VI. COLLECTIONS**

### **A. COLLECTION PROCESS**

- VI.A.1** Listed below are the procedures the Association will follow for the collection of outstanding assessments and the application of late fees:
- VI.A.2 Late Charges** – The due date for all assessments is the 1<sup>st</sup> of each month. Postmark dates are not considered receipt of payment. If payment is not received by the close of business on the 15<sup>th</sup> day of the month, a late charge will be assessed in an amount determined by the Board, but in no event less than \$5.00. In addition, a late charge will be added each month for any unpaid assessment balances.
- VI.A.3 First Month Delinquent** – If an Owner's payment has not been received by the 15<sup>th</sup>, a Reminder Letter will be sent via first class mail as a friendly reminder of the Owner's obligation.
- VI.A.4 Second Month Delinquent** – If an Owner's account remains unpaid through the 15<sup>th</sup> of the second month, a Demand Letter will be sent via Certified Mail to the Owner making demand for payment. The Owner is informed that if payment is not received, the Association may cut off the water service to their unit and/or turn their account over to the Association's attorney for collection.
- VI.A.5 Third Month Delinquent** – If payment is not received by the due date of the third month, the Board or its representative (at a meeting prior to or after the due date) shall decide whether to turn the account over to the attorney and/or if the water service to the unit will be terminated. If it is decided to terminate the water service to the unit, a Second Demand Letter will be sent via Certified Mail giving the Owner ten (10) days from receipt to pay their debt or water service will be terminated without further notice. If it is decided that the account be turned over to the attorney, Management will promptly prepare the necessary paperwork and forward it to the attorney for action.

### **B. COLLECTION POLICY**

- VI.B.1 Interest Accrual on Charges** – Any fines or repair expenses assessed against or billed to an Owner which remain unpaid for more than (30) days shall accrue interest at the highest legal rate allowed by law until paid in full to the Association.
- VI.B.2 Legal Action for Collection of Outstanding Debts** – The Board reserves the right to take any legal action which may be in the best interest of the Association to promptly resolve the matter. Such action shall include, but not be limited to, the issuance of a Lien Warning Letter, Placement of a Lien and/or Proceeding with Foreclosure on the property.
- VI.B.3 Collection Costs** – All costs associated with collection, including but not limited to attorney's fees, will be charged to the delinquent Owner.
- VI.B.4 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 only if the Owner is provided a written notice that attorneys fees and costs will be charged to the Owner if the delinquency or violation continues after a certain date. Regardless, attorneys fees may not be charged to an Owner's account until after any Owner-requested hearing allowed pursuant to these procedures is held, or, if the Owner does not request a hearing, before the date by which the Owner must request a hearing. For

repeat violations within six months, attorneys fees may be assessed to an account after the first hearing request deadline date has passed or after the first hearing, as appropriate.

- VI.B.5 Hot Checks** – The Association shall charge an NSF (insufficient funds) charge for all Hot Checks. The charge shall be fixed from time to time by Management based on bank's charges and Management's cost to process an NSF.
- VI.B.6 Publication of Delinquent Sums** – The Board may at any time disclose in a newsletter or by any other means, the names of the Owners who are delinquent, the sums owed, the nature of violations, and the fines being levied.
- VI.B.7 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.
- VI.B.8 Venue** – All sums due and all obligations owing under the Declaration, Bylaws, and Rules of the Association shall be paid and performed in Travis County, Texas.

## **VII. ENFORCEMENT**

### **A. REPORTING**

- VII.A.1 Reporting Violations** – When reporting violations of the restrictions noted, it should be reported to Management. Such report may be by phone or correspondence and should include as much detail as possible (such as time of day, nature of violation, unit number or Owner's name, etc.). The Association shall attempt to protect the reporter's anonymity as much as possible. However, if the violation is challenged by the other party, the reporter may, at his option, testify to help substantiate the Association's position.

### **B. ENFORCEMENT PROCESS**

- VII.B.1** Listed below are the procedures for the enforcement of the rules, regulations and restrictions of the Association. The guidelines for the application of fines for such violations are incorporated into these procedures. The Board reserves the right, on a case by case basis and in its sole discretion, to depart from these guidelines if it believes that the departure is warranted:
- VII.B.2 First Violation** – When a violation is reported or noted by Management, a letter will be sent by first class mail to the Owner in question. This letter will identify the violation and request the voluntary cooperation and/or compliance by the Owner.
- VII.B.3 Repeated Violations** – If an Owner continues to violate the same restriction within six (6) calendar months of issuance of the first notice, an additional letter will be sent to that Owner. This letter will be sent certified mail and will reiterate the violation in question. This letter will also give notice to the Owner that a fine will be assessed automatically if compliance is not forthcoming by the date specified in the letter.
- VII.B.4 Fine Determination** – The amount and nature of fines will be determined by the Board of Directors based on the specific nature of the violation.

**VII.B.5 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 said 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 said Owner's voting privileges in the Association, as further provided in the Declaration and Bylaws; (3) record a notice of non-compliance encumbering the Unit; (4) levy a damage assessment against a Unit; and (5) assess a fine against the Owner for the violation of Owner, his tenants, occupants, or guests in an amount to be determined by the Board of Directors.

**VII.B.6 Suspension/Fine Notification** – Before the Association may suspend an Owner's right to use a common area, file suit against an Owner (other than a suit to collect regular or special assessments or foreclose under an Association lien), charge an Owner for property damage, or levy a fine for a violation of the restrictions (including Declaration, Bylaws, or rules), the Association must give certified mail, return receipt requested notice to the last known address of the Owner. This notice must (1) describe the violation or property damage that is basis for the suspension action, charge, or fine and state any amounts due the Association from the Owner; (2) inform the Owner that the Owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension, unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months; and (3) inform the Owner that he may request a hearing before the Board of Directors on or before the 30<sup>th</sup> day after the date the Owner received the notice (or 30 days after the date on which the first attempted delivery was made to the Owner).

**VII.B.8 Hearing Notification** – The Association will hold any hearing not later than the 30<sup>th</sup> day after the date the Board receives the Owner's request for a hearing, and will notify the Owner of the date, time, and place of the hearing at least ten (10) days before the hearing date. The board or the owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties.

**VII.B.9** This notice and hearing procedure is intended to mirror the requisites of Texas Property Code Chapter 209.

### **C. APPLICATION**

**VII.C.1 Enforcement Collections** – 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.

**VII.C.2 Application of Remedies** – 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.

Posada Del Rey Condominium  
Owners' Association, Inc

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on \_\_\_\_\_, by  
\_\_\_\_\_, in the capacity stated above.

\_\_\_\_\_  
Notary Public, State of Texas

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

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