

# **AMENDED AND RESTATED RULES AND REGULATIONS**

## **OF QUAIL RUN HOMEOWNERS ASSOCIATION, INC.**

**Version: 2023-04-19 | Effective May 4, 2023**

### **1. INTRODUCTION**

- 1.1. **Authority.** These Rules and Regulations (Rules) are adopted by the Board of Directors (Board or BOD) of Quail Run Condominium pursuant to the Texas Uniform Condominium Act, Declarations, and the applicable Articles of Incorporation and Bylaws (all collectively referred to as the “Governing Documents”). All Rules, Regulations, Restrictions and Covenants contained in the Declarations and Bylaws, and Applicable under the laws of the State of Texas, are incorporated as part of the Rules and are subject to the enforcement policies set forth in these Rules and the Enforcement and Fining Policy. Copies of the Governing Documents are provided at the time of purchase or at the sale transfer of the Unit. The Documents will also be available on the [QuailRun.org](http://QuailRun.org) website.
- 1.2. **Purpose.** The purpose of these Rules is to preserve the value of the individual units, to maintain Quail Run Condominium as a safe and secure place to live, and to maintain an overall desirable environment by the adoption of reasonable rules and reasonable enforcement mechanisms.
- 1.3. **Persons to Whom These Rules Apply.** These rules apply to all owners, mortgagees, purchasers at foreclosure sales, residents, renters, occupants, and any of their families, friends, guests, and any other person who may enter the property at any time. Every person to whom these rules apply is personally responsible for any violation of these rules. The owner of any unit is jointly and severally responsible for any violation of these rules by any person occupying their unit and any guests of, or persons associated with, any persons occupying their unit. The Board will enforce these rules against the owner of record. **All non-resident owners are required to notify the management company of their tenants’ names and phone numbers.**

### **2. DEFINITIONS**

- 2.1. For the purpose of interpreting these Rules, the following terms shall have the definition assigned in the section:

- 2.1.1. “Association” shall mean Quail Run Condominium
- 2.1.2. “Common Elements” means the general common elements consisting of all portions of the property except the individual units which are individually and separately owned. By C
- 2.1.3. “Declarations” shall mean the Declaration of Quail Run Condominium.
- 2.1.4. “Governing Documents” shall mean the Declarations, Articles of Incorporation, Bylaws and Amendments.
- 2.1.5. “Owner” shall mean the recorded Owner(s) of a Unity
- 2.1.6. “Property” Shall mean all property encompassed and owned by the Association and the Owners, including Common Areas and Unitys
- 2.1.7. “Resident” shall mean the person(s) who actually live in the Unit.
- 2.1.8. “Unity” Shall mean one condominium home in the Quail Run Condominium complex

### 3. GENERAL INFORMATION

- 3.1. **Government.** Quail Run is a non-profit corporation governed by the Declaration, Bylaws and subsequent amendments of the Quail Run Condominium on file at the Travis County Courthouse. The Association is composed of the owners of the 102 units in Quail Run Condominium, each unit having one vote.
- 3.2. **Board of Directors.** The Quail Run Homeowners Association (HOA) holds an Annual Meeting during which time members are elected to serve on the Board of Directors. Board members make day-to-day decisions for the Community. Each Board member (Director) is elected for a two-year term. Three members are elected in odd numbered years and four members are elected in even numbered years. This allows for over-lapping terms, giving continuity to the BOD. The Board Members elect its own Officers: President, Vice-President, Treasurer and Secretary. The BOD may also appoint Special Committees and other assignments as needed from the Members-at-Large or from the Association Membership to address special issues. All members of the Board and Committee Members are volunteers and are not monetarily compensated.
- 3.3. **Monthly payments.** All community assessments, fines, and fees are due and payable on the first (1st) day of each month. These fees are late if they are received after the fifteenth (15th) day of each month. A late fee of \$25 will be assessed in any month in which the payment is late or does not completely pay all outstanding amounts including but not limited to any prior late charges, legal fees,

finances or other assessments. All charges to the Association by its Financial Institution will be added to the owner's assessment for any checks or payments that are not honored for any reason. All associated attorney fees will also be assessed.

- 3.4. **Insurance Required.** An annual Master Blanket Insurance Policy with the Association named as the insured, covers all Common Elements. This policy covers only the real property of the QRHOA. IT DOES NOT COVER YOUR UNIT INTERIOR, PRIVATE POSSESSIONS OR ANY CONTENTS OF YOUR HOME. Each unit owner must purchase the Texas Standard Condominium Owners Form of Coverage for contents and personal liability. Owners must have insurance to cover all interior perimeters from the studs in, including drywall, electrical and mechanical equipment, plumbing, windows and doors.

#### 4. GENERAL ENFORCEMENT PROVISIONS

- 4.1. **Reasonable and lawful enforcement action permitted.** The Board will enforce any violation of these rules through any reasonable and lawful action according to the enforcement and fining policy, any action provided for in any section of these rules, or any action permitted by the Association's Governing Documents.
- 4.2. **Some examples of appropriate action.** Any violation or infraction of these rules may result in any one or more of the following actions as deemed appropriate and reasonable by the Board
  - 4.2.1. warning;
  - 4.2.2. A fine, in accordance with the enforcement and fining policy
  - 4.2.3. lien filed against the unit;
  - 4.2.4. after written notice to the owner, the Board Representative may perform any such maintenance deemed necessary and assess the cost of such violation or breach against the unit owner; and or
  - 4.2.5. take any other appropriate action including but not limited to, any action provided for in the governing documents or these rules.

#### 5. REPORTING VIOLATIONS

- 5.1. **Self-monitoring encouraged.** The Board relies upon the Owners and Residents to self-monitor the community. The Board requests and encourages Owners and Residents to report violations of the rules so that the safety, security, and community environment is protected.

5.2. **How to report.** Any person may report a violation of the rules by providing the following information through the RealManage resident portal at [ciranet.com/ResidentPortal](http://ciranet.com/ResidentPortal), or via email at [QuailRun@ciramail.com](mailto:QuailRun@ciramail.com), or other relevant means contingent upon the preferred communication method of the current management company:

5.2.1. name and address of the reporting individual;

5.2.2. the name and/or unit number of the person or unit related to or owned by the persons alleged to have committed the violation (or any other reasonable method of identifying the vehicle, person or unit of the incident of violation);

5.2.3. a reasonably detailed description of what the person saw, heard, or how they otherwise can verify that a violation occurred; and

5.2.4. the date, time, and location they saw or otherwise perceived.

## 6. GENERAL RULES FOR THE COMMON AREA

6.1. **Be a good neighbor.** No noxious or offensive activity will be carried on, nor will anything be done or placed in or upon the property which is or may become a nuisance or which may cause unreasonable disturbance or annoyance to any person. No activities will be conducted, in or upon any part of the property, which are or may become unsafe or hazardous to any person or property. These include, but are not limited to, anything which is injurious to health, offensive to the senses, indecent, or any obstruction to the free use of the Common Elements so as to interfere with the comfortable enjoyment of life or property of anyone else.

6.2. **Noise.** Be mindful of others' needs for privacy and quiet. Do not cause or permit any unreasonable noise on or near the Property. Quiet hours are from 10:00 P.M. until 8:00 A.M. Pay attention to voice volume anywhere near other people's homes at all times. Please use good judgment when entertaining both inside and outside of units.

6.3. **Unlawful activity prohibited.** No unlawful activity will be conducted in or on the Property.

6.4. **Permitted Home Occupations.** An owner or lessee may use their home for a commercial use that is accessory to residential use, provided that it complies with Quail Run HOA Rules and Regulations and requirements of the City of Austin's Home Occupations Code, including but not limited to the requirements that:

- 6.4.1. the home occupation is conducted entirely within the dwelling unit or garage;
  - 6.4.2. the residential character of the dwelling is maintained;
  - 6.4.3. the home occupation does not generate more than three vehicle trips each day of customer-related vehicular traffic;
  - 6.4.4. equipment or materials associated with the home occupation must not be visible from locations off the premises;
  - 6.4.5. sale of merchandise directly to a customer on the premises is prohibited; and
  - 6.4.6. participation in the home occupation is limited to occupants of the dwelling unit.
- 6.5. **Common elements.** Each homeowner shares an equal portion of the land, buildings, streets, pools (called the Common Elements) and driveways (assigned for exclusive use by Unit Owner). Each owner's private deck/patio/fence are not part of the Common Elements but they are regulated by the Bylaws. The owners share the Common Elements and all have the responsibility to keep all areas safe and clean. Landscape and maintenance are contracted services. If an owner or resident has a problem with any of these services, contact the Management Company. Do not make requests of the landscaping or maintenance service agents directly.
- 6.6. **Unit exteriors.** The exterior of a home is part of the Common Elements and cannot be changed in any way without obtaining prior approval from the Board. **Requests are to be made in writing to the BOD with specifications and drawings.** The quality of work for any approved changes shall be inspected and approved by the BOD and shall conform to the Property's General Building Standards. Changes made by the unit owner that do not conform to this rule or if there is maintenance required on the unit owner's patio/deck/ fence, windows or doors, the unit owner will be notified to correct the problem. If the owner fails to make the correction(s) within 90 days, the Board of Directors will have the corrections made and the owner will be assessed for the costs.
- 6.7. **Patio Fences / Covers/ Pergolas.** Any plan for construction of patio elements (fences, pergolas) must be presented to the Board. Patio Guidelines and Design illustration are published on the website: [QuailRun.org](http://QuailRun.org)

- 6.8. **Wood storage.** Any storage of wood/firewood must be kept away from the siding, the foundation or fences and must be stored in a cradle no less than three inches above the ground.
- 6.9. **Satellite Dish or Antennae.** No exterior television or radio antenna shall be installed without prior permission of the Board. No antenna or satellite dish shall be mounted or fastened to the roof.
- 6.10. **Wild animal control.** Food of any kind must not be left outdoors. Food (including bird seed) attracts squirrels, raccoons, armadillos, skunks, coyotes, rodents and possums. Any of these wild animals can cause structural damage, carry rabies and other diseases.
- 6.11. **Trash, Compost, and Recycling.**
  - 6.11.1. Austin Resource Recovery provides weekly curbside trash and compost collection. Recycling is picked up every other week. Your collection calendar can be viewed at [www.austintexas.gov/myschedule](http://www.austintexas.gov/myschedule).
  - 6.11.2. Garbage, recycling, and compost containers must be placed curbside no earlier than 12:00 pm (noon) on the day before collection. Containers must be removed from the curb by 12:00 pm (noon) on the day after collection. If this is not possible, prior arrangements must be made.
  - 6.11.3. All trash, compost, and recycling containers must be stored out of sight from any common area. Placement of trash containers anywhere which causes offense to a neighbor will be regarded as non-compliance with this rule.

## 7. **FLAGS, SIGNS, AND RELIGIOUS AND SEASONAL DISPLAYS**

- 7.1. **Flags.** Flags no larger than 3'x5', may be hung on a bracket attached to the wood trim of the exterior garage door provided that the flag does not contain language, graphics or any display that would be offensive to an ordinary person. Flags that receive complaints will be reviewed for compliance on a case-by-case basis by the board.
- 7.2. **Signs.** Signs are generally not permitted on the Common Elements. There are three exceptions to this rule:
  - 7.2.1. small security systems signs are permitted;
  - 7.2.2. a sign no larger than 384 square inches designating a home "For sale" or "For lease" may be attached to the metal gate on the walkway or at the

opening of the walkway if the gate is missing. This sign is to be removed when the home is leased or sold; and

7.2.3. Homeowners may place one political sign in the ground next to their driveway for each ballot item or candidate, provided that:

7.2.3.1. it is no earlier than 90 days before an election, and the sign is removed by the tenth (10th) day after the election;

7.2.3.2. the sign is ground-mounted;

7.2.3.3. the sign does not contain roofing material, siding, paving material, plants, balloons, lights, and other such materials;

7.2.3.4. the sign is not attached to plants, traffic signs or devices, lights, trailers, vehicles, mailboxes, buildings or similar structures or objects;

7.2.3.5. the sign is not painted onto architectural surfaces;

7.2.3.6. the sign does not contain language, graphics, or any display that would be offensive to an ordinary person;

7.2.3.7. the sign does not violate the law; and

7.2.3.8. the sign is not distracting to drivers.

7.2.4. If a sign is posted in violation of these rules, it may be removed without prior notice.

### 7.3. RELIGIOUS AND SEASONAL DISPLAYS

7.3.1. **Religious displays.** Residents may display on their entry door or doorframe of their dwelling one or more religious items, provided that:

7.3.1.1. The displays do not collectively exceed 25 square inches;

7.3.1.2. The display is motivated by the resident's sincere religious belief; and

7.3.1.3. The display does not contain language, graphics, or any display that would be offensive to an ordinary person;

7.3.2. **Seasonal displays.** Holiday and special event decorations are to be displayed no earlier than four weeks before and must be removed by two weeks after the occasion.

7.3.3. **Displays in violation may be removed.** If a religious item is displayed in violation of this rule, the Board of Directors may have the offending item removed without prior notice.

7.4. **Rain barrels and solar panels.** Rain Barrels, whole house batteries, solar batteries and solar panels are allowed. Prior to placement, however, approval for desired location must be approved by the Board of Directors. Call Management to schedule this.

7.5. **Garage sales.** Garage sales are not permitted.

## 8. **VEHICLE AND PARKING RULES**

8.1. **Speed Limit.** All residents and their guests must observe the 15-mile per hour speed limit throughout the HOA's common area streets and parking areas at all times. Compliance with this rule is essential for the safety of residents and guests, as there are no sidewalks. Please report violations to this rule to Management.

8.2. **Operational and registration requirements.** All parked vehicles must be in operating condition and have evidence of up-to-date inspection and registration.

8.3. **Grass and curbside parking is prohibited.** There is neither parking on the grass, nor curbside parking at Quail Run. Both of these offenses will result in towing at the owner's expense without further warning. The only exception to this rule are service vehicles.

8.4. **Guest parking.** Guest parking spaces are for guests. They are not for residents, except for on an emergency basis and in no event for a period to exceed twelve hours. Guest parking is limited to 12 hours per week without prior approval. Homeowners whose guests will be staying for more than 48 consecutive hours must submit a request for a Temporary Parking Permit.

8.5. **Temporary Parking Permits.** Notify Management if extended visitor parking (more than 12 hours in a week) is desired for guests. With a description of the vehicle (make, color, plates), a parking permit will be issued by Management, having a start and end date. This permit must be displayed within full view on the vehicle's dashboard or hung from the rearview mirror.

8.6. **Illegally Parked Vehicles.** Extended visitor parking without a permit will be marked with a warning sticker. If the vehicle is either not moved or is parked once again in a guest parking space, the vehicle will be towed at the owner's expense. Likewise, after placement of the warning sticker, any inoperable vehicle will be towed if not removed from the premises.



- 8.7. **Recreational Vehicles.** No trailers, campers, boats, non-street legal vehicles, motor homes or similar vehicles, or any inoperable, unlicensed or unsightly vehicles or equipment are permitted to remain within or in view of the common area, except for temporary loading and unloading purposes.

## 9. PET RULES

- 9.1. **Size and number.** Households are limited to three (3) pets.
- 9.2. **Commercial pet activities prohibited.** No pets may be kept, bred or maintained on the property for any commercial purpose.
- 9.3. **No poultry or fowl.** With the exception of common, household pets, no poultry or any other fowl may be kept in the community either temporarily or permanently.
- 9.4. **Leashing.** Pets shall not be permitted outside the unit in the common area unless accompanied by a responsible individual and kept on a leash or in a fenced enclosure.
- 9.5. **Noise.** Excessive or loud dog barking or other animal noise will be deemed a nuisance. Barking that is easily audible in the common areas will be deemed a nuisance.
- 9.6. **Waste.** It is the responsibility of each Owner to clean up after animals which have deposited solid droppings. Droppings must be cleaned up immediately and in a sanitary manner. Droppings that are not cleaned up immediately and in a sanitary manner will be deemed a nuisance.
- 9.7. **Damage.** Owners are responsible for any damage to person or property caused by any animals brought or kept upon the property by the owner, members of their family, tenants, or guests.
- 9.8. **Prohibited in the pool area.** With the exception of service animals, pets are not allowed in the pool areas at any time.

## 10. POOL RULES

- 10.1. **General Rules.**
- 10.1.1. Swim at your own risk. There are no lifeguards on duty.
- 10.1.2. Swim safely. Common sense and all water safety rules shall be observed at all times.
- 10.1.3. Children 14 years or younger must be supervised by a capable adult.

- 10.1.4. No glass of any kind is permitted within the gated pool areas.
- 10.1.5. Swimming pools are for the enjoyment of residents and their guests.
- 10.1.6. “Limits on guests. Residents are limited to five (5) guests per unit at any time. Permission for larger parties may be obtained by contacting Management.
- 10.1.7. ..
- 10.1.8. No more than 20 people (children and adults) shall occupy any pool area at any given time.

10.2. **Parties and Functions.**

- 10.2.1. Private parties are prohibited, but residents may reserve a pool amenity. While the amenity is reserved, the pool area will still be open for other residents to use.
- 10.2.2. Please note reservations cannot be made on national holidays or on holiday weekends.
- 10.2.3. To reserve a pool amenity, please send a written request for a pool amenity to be reserved to management ideally at least two (2) weeks prior to the activity being held. The request should include:
  - 10.2.3.1. Pool Site (north or south pool)
  - 10.2.3.2. Date and time of activity
  - 10.2.3.3. The number of guests expected
  - 10.2.3.4. The type of event or occasion
- 10.2.4. The Management Company will check availability and notify the resident within three (3) days of receiving a request. A copy will be sent to the president of the BOD. Only one pool will be scheduled for functions on any given day.
- 10.2.5. Pool site shall be cleaned and trash removed upon departure.
- 10.2.6. A user fee and deposit of one hundred dollars (\$100.00) is required. The deposit will be fully refunded if the facility is left clean and trash is removed.