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**TOWERS OF TOWN LAKE CONDOMINIUM ASSOCIATION**



**RULES FOR OWNERS AND TENANTS**

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# TOWERS OF TOWN LAKE CONDOMINIUM ASSOCIATION

## RULES FOR OWNERS AND TENANTS

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# TOWERS OF TOWN LAKE CONDOMINIUM ASSOCIATION

## RULES FOR OWNERS AND TENANTS

The Board of Directors adopts the Towers of Town Lake Rules from time to time. These Rules are applicable to and binding upon all Owners and their tenants, families, guests, contractors, and invitees. Owners and their tenants are jointly referred to as "Residents" in these Rules. The Rules are just one of four documents that govern the Association. Those documents are (1) the corporate charter of the Association, (2) the Declaration, (3) the Bylaws, and (4) these Rules.

The Rules repeat the basic rules of conduct and restrictions in the Declaration, and they also contain comprehensive information and additional Rules adopted under the rule-making authority of the Board of Directors. The Board of Directors may change the Rules, but the Rules can never be in conflict with the Association's corporate charter, Declaration, or the Bylaws.

The current Rules shall always be available at the Association's office. Each Owner should obtain a copy of the most current Rules and must provide a copy to any tenant of the Owner. The Association shall provide all Owners with a copy of the Rules and any revisions thereof. It is the responsibility of the Owner, not the Association, to furnish the Owner's tenant with the most current copy of the Rules at all times.

These Rules are designed to enhance the quality of living and the property values at the Towers of Town Lake. The Rules apply to all Owners, tenants, family members, visitors, employees, contractors, and delivery persons. The Rules supersede all Rules that were (1) attached to the Declaration that is recorded in Vol. 12678, Page 0010, Real Property Records of Travis County, Texas, or (2) previously adopted by the Board of Directors (the "Board").

These Rules are subject to change by the Board at any time.

### 1.0 ACCESS TO GROUNDS AND BUILDINGS, COURTESY PERSONNEL, SECURITY

#### 1.1 CONTROLLED ACCESS

##### 1.1.1 ACCESS CARDS

Access cards and or devices are issued by the Association management office to each Resident. Residents may not lend or give access cards to relatives, friends, or employees. A maximum of four (4) cards and or devices may be issued to any one unit unless approved by the Board and or management office.

##### 1.1.2 COURTESY PERSONNEL AND SECURITY

Courtesy personnel are scheduled to be on duty to monitor and provide ingress and egress. All courtesy personnel are equipped to have electronic communication with each other by radio, speakerphone, and/or telephone. TV cameras monitor some of the parking areas and gates. The access card system tracks the identification of each person entering by access card.

The courtesy personnel are to help deter crime, prevent trespass, and to prevent unauthorized access to the Premises. They cannot be everywhere at once.

Non-residents, including guests, contractors, delivery people, and all others, unless known to the concierges, must sign in at the front desk and give their license plate numbers to the concierge on duty upon entering the building.

The Association does not and cannot guarantee the safety or security for anyone in the Towers of Town Lake. Residents must exercise due care for their own safety and security at all times.

Association employees and Board members may stop any person in or outside the building and request identification.

### **1.1.3 RESIDENT'S RESPONSIBILITY TO REPORT SECURITY AND ACCESS PROBLEMS**

IT IS THE OBLIGATION AND RESPONSIBILITY OF RESIDENTS TO REPORT IMMEDIATELY TO ASSOCIATION MANAGEMENT OR STAFF ANY SUSPICIOUS ACTIVITY, UNUSUAL OCCURRENCES, SAFETY PROBLEMS, OR PROBLEMS WITH ASSOCIATION PERSONNEL.

### **1.1.4 PRIVACY, NO SOLICITATION**

For privacy reasons, unit numbers, addresses, and/or phone lists of Owners or Residents shall not be provided to the public. The Association publishes a resident directory for the use of residents only. Residents have the right not to be listed in this directory by providing notice to the business office. However, a master list of Resident or Owner telephone numbers shall be provided to Board members in performing the duties of their office. Such lists shall not be provided to any Association employee except as necessary to perform the employee's job as an Association employee.

No vendor, charitable organization, political interest, opinion surveyor, etc., shall solicit or advertise within the Towers of Town Lake Property lines. Only signs authorized by Association Management are allowed in the Common areas.

Residents who observe any form of solicitation within the building or on the grounds should immediately notify the Association office or the Association employee at the main lobby when the Association office is closed.

## **1.2 IH-35 ENTRANCE TO GROUNDS**

This entrance is the main entrance to the grounds. There is a telephone for contact with the Towers control room/courtesy personnel desk for admittance of guests. Residents enter by using their access card or remote gate controller. Residents and guests normally enter here. Under some circumstances, workers and service personnel may also enter here. Moving vans for D Tower must enter at this main entrance.

**1.3 EAST AVENUE ENTRANCE TO GROUNDS (West Gate)**

This gate is only for residents who gain entry by use of their access card or remote gate controller. This entrance is not manned, but there is speaker communication between this entrance and the Towers control room/courtesy personnel desk.

**1.4 SAN MARCOS ENTRANCE TO GROUNDS (Townhomes/South Gate)**

This is a sensor card access entrance, which may be used only by Residents who gain access by use of their access card or remote gate controller. This entrance is not manned, but there is speaker communication between this entrance and the Towers control room/courtesy personnel desk. Moving vans for A, B, and C Towers, contractors, and most service and delivery trucks must use this entrance.

**1.5 MAIN ENTRY LOBBY (Also the entry into Tower B)**

The main entrance to the Towers is on the north side of the building and allows entrance to all towers. The main courtesy personnel desk is located inside the building at this entry. Card access or approval by courtesy personnel is required during certain evening and nighttime hours as defined in Section 2.3.2 ACCESS CARD REQUIRED FOR ENTRY. There is also an entry door to the lobby on the South side of the building (next to the Association offices) that is the primary entrance for service and delivery personnel.

**1.6 ENTRY INTO TOWERS A, C, and D**

There are locked doors for entry into Tower A, C, and D on the North and South sides of the building. Entry requires an access card and may be used only by Residents except as provided in Section 9.0 MOVING IN/OUT. There are no speakers at these entrances.

**2.0 ACCESS TO COMMON FACILITIES AND HOURS OF OPERATION****2.1 HOURS OF BUILDING ACCESS**

The main entry lobby into the Towers is open for Residents, guests, and others except when access-card-only entry is activated. Hours of access-card-only entry operation are posted near the main entrance, and during those times, contact with the Towers Control room or courtesy personnel desk is required to enter without an access card. Other building entrances referred to in Section 1.0 ACCESS TO GROUNDS AND BUILDINGS, COURTESY PERSONNEL, SECURITY are by access card only.

**2.2 HOURS OF ASSOCIATION MANAGEMENT OFFICE**

Association office business hours are 9:00 a.m. to 5:00p.m., Monday through Friday, except on holidays.

## 2.3 HOURS OF BUILDING AMENITIES

### 2.3.1 ACCESS CARD NOT REQUIRED

Mail Lobby & Message Center	(First Floor)	24 hours a day, 7 days/wk
Recreation/Billiard Room	(First Floor)	24 hours a day, 7 days/wk
Piano Room*	(First Floor)	24 hours a day, 7 days/wk *Piano is locked after 10:00 PM
Library/TV Room	(First Floor)	24 hours a day, 7 days/wk
Vending Machines	(First Floor)	24 hours a day, 7 days/wk
Parking Garage	(First Floor)	24 hours a day, 7 days/wk
Conference Center	(First Floor)	24 hours a day, 7 days/wk

### 2.3.2 ACCESS CARD REQUIRED FOR ENTRY

Main Entry Door	(First Floor)	11:00 PM to 7:00 AM, 7 days/wk
Gymnasium	(First Floor)	24 hours a day, 7 days/wk *TV sound restriction at 10:00 PM
Racquetball	(First Floor)	7:00 AM to 10:00 PM, 7 days/wk
Basketball	(First Floor)	8:00 AM to 9:00 PM, 7 days/wk
Dry Saunas	(First Floor)	5:00 AM to 12:00 midnight, 7 days/wk
Cart Room	(Main Entrance)	24 hours a day, 7 days/wk
Indoor Swimming Pool	(First Floor)	24 hours a day, 7 days/wk
Spa (hot tub)	(First Floor)	24 hours a day, 7 days/wk
Outdoor Swimming Pool**	(First Floor)	8:00 AM to 10:00 PM, 7 days/wk ** (Access card necessary to get back into building.)

## 2.4 MISPLACED ACCESS CARDS

Association employees are, upon satisfactory identification, allowed to provide access to common Areas to Residents who have misplaced their access cards.

## 3.0 KEYS AND LOCKS

### 3.1 MASTER KEYS

The units are not master keyed.

### 3.2 DUPLICATE KEYS

All Residents must furnish the Association with a duplicate key for their entry door lock at all times. Association employees are not allowed to give out keys to

Residents for them to make duplicates. Association employees will arrange for key duplication at the Resident's expense.

### **3.3 CARE BY OWNERS AND TENANTS**

Residents must exercise care in providing their unit keys to third parties, including association employees, contractors, service suppliers, and guests. If any key is entrusted by a Resident, or his family member, agent, employee, licensee, or visitor to any Association employee, whether for such Resident's unit or for any automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of the Resident; and neither the Association, the Board, nor any Association employee shall be liable for any injury, loss, or damage, direct or indirect.

### **3.4 SECURITY DEVICE REQUIREMENTS FOR UNITS**

Units that are rented must, under current state law, have the entry door lock re-keyed no later than 7 days after each new tenant moves in. Units that are rented must have the following installed: (1) a key-operated deadbolt, a keyless deadbolt, and a door viewer on each entry door, and (2) a sliding glass door handle latch and a pin-lock on each sliding glass door. Samples of required types of keyless deadbolts and sliding glass door pin-locks are available in the Association office. At the owner's expense, the Association office can arrange installation upon request.

## **4.0 ACCESS TO UNITS**

### **4.1 ABSENCE OF TENANT**

Association employees are allowed, with written authorization, to provide delivery persons, contractors, or service persons access to units in the absence of the Resident. It is preferable that Residents or their agents be present with their own key or give a key to a friend or to the delivery person.

Written authority from Residents is required to permit employees to open units with duplicate keys. Only the Association manager can make exceptions.

### **4.2 LOCKOUTS AND KEYS**

The residential floors are accessible by elevator, 24 hours a day.

Extra duplicate keys to the units, for use in an emergency, are kept in a special key facility which can be entered only by a limited number of Association employees and only by digital keypad code.

Association employees may not lend duplicate keys to anyone.

Association employees may facilitate access to a unit for a Resident locked out. Association employees must know or confirm that the person requesting entry is the Resident. In so doing, the employees may require identification.

Residents shall provide the Association management with written notice of all contractors and other persons authorized to enter a unit in the Resident's absence.

The HOA and staff are not liable if written notice is not given. The Association is not responsible for damages or theft caused by contractors or delivery people. Contractors not registered with the Association office may be excluded from the building by management.

When a Resident has requested services from Association staff that require entry while the Resident may be absent, the Association employee may enter in the following situations:

- The Resident has requested maintenance service.
- The Resident has requested in writing to the management office that the unit be opened upon arrival of contractors or furniture deliveries. Association staff members are not allowed to wait and lock the door when the contractors or delivery persons are finished.

## **5.0 ASSOCIATION ACCESS TO UNITS**

### **5.1 ASSOCIATION ACCESS BY KEY**

The Association shall maintain a duplicate key to all units for access as authorized in Section 4.2 LOCKOUTS AND KEYS.

### **5.2 PURPOSES OF ENTRY**

The Association shall have the right of reasonable access to all units for the purpose listed in 4.2 LOCKOUTS AND KEYS.

Association employees and agents and any contractor or worker authorized by Association management, may enter any unit at any reasonable hour of the day for the following purposes, after reasonable notice has been attempted:

- Inspection or removal of fire hazards,
- Inspection or repair related to fire safety,
- Inspection or repair of Common Elements,
- Pest control,
- Inspection or repair of water leaks,
- Removing unauthorized window covering or signs,
- Entry by a law enforcement officer with a search warrant or arrest warrant,
- Special request of the Resident (only if approved by the Association manager),
- Entry by Association staff when serious illness, injury, or death is reasonably suspected.

Entry shall be done in a manner so as to not cause damage to property except when necessary to gain entry and reasonable notice has been attempted, The Association manager's determination that reasonable notice has been attempted shall be conclusive.

### **5.3 NOTICE LEFT IF UNIT UNOCCUPIED**

After entering a unit in which no one is present, the Association employee who enters shall leave a written notice in a conspicuous place, stating the reason for the entry and what, if anything was done.

## **6.0 EMERGENCY TELEPHONE NUMBERS**

Eire: Call 911 first, then call courtesy personnel desk at 512-477-5095.

Crime: Call 911 first, then call courtesy personnel desk at 512-477-5095

Medical: Call 911 first, then call courtesy personnel desk at 512-477-5095

Elevators: Call Association management at 512-477-5095 at night or weekends, call courtesy personnel desk at 512-477-5095. Elevator telephones are answered by courtesy personnel or the control room.

Electrical: Call Association management at 512-477-5095.

Water leaks: Call Association management at 512-477-5095 at night or weekends, call courtesy personnel desk at 512-477-5095.

Weather/damages: Call Association management at 512-477-5095 at night or weekends, call courtesy personnel desk at 512-477-5095.

## **7.0 U.S. MAIL, PACKAGES, DELIVERIES, MESSAGE CENTER**

### **7.1 U.S. MAIL**

Association employees are allowed to accept or sign for certified mail, registered mail, or express mail provided the resident gives the employee permission to do so. The U.S. Postal Service is the usual courier for checks, lawsuit papers, IRS notices, and other governmental documents, etc.

The Building mail lobby and the U.S. Mailboxes are designed to accommodate daily mail delivery and pick-up. The Association is not adequately equipped to store or assume liability for deliveries of U.S. mail that cannot fit into the mailboxes of Residents. The postman may store mail deliveries in the mailroom while a resident is on vacation.

Residents should make arrangements with the post office to forward mail to another location. For their convenience, the Association office has a supply of post office forwarding address forms.

## 7.2 PACKAGES AND DELIVERIES

Association office personnel may accept and sign for other deliveries by private carriers such as UPS, Federal Express, Purolator, etc.

## 7.3 DELIVERIES OF APPLIANCES, FURNISHINGS, ETC.

Deliveries of appliances, furnishings, supplies, materials, etc., must not be done during Quiet Hours. Also see Section 9.0 MOVING IN/OUT for additional guidelines.

## 7.4 MESSAGE CENTER

The Building message center contains an individual message box (pigeonhole) for each unit. Residents should check their message box each day. A notice from the Association management left in a message box is considered as delivered, to be effective no sooner than 24 hours thereafter.

## 8.0 REAL ESTATE AGENTS

Employees of the Association may not answer questions by real estate agents or prospective buyers regarding the sale or lease of a unit. Association employees are not allowed to show units that are for sale or lease. Showing a unit for sale or lease and providing information about the Towers of Town Lake shall be the sole responsibility of the Owner or the Owner's agent.

## 9.0 MOVING IN/OUT

### 9.1 GENERAL

Prior to any move a Move In/Move Out Form must be completed and submitted with a deposit (checks preferred, current amount is \$200). Reservations for the move must be made at the Courtesy Desk in the main Lobby. There is a one-time service charge of \$100 for a tenant move-in.

Trunks, furniture, appliances, carpets, bulky storage boxes, items on dollies or rollers, construction materials, and construction trash shall, at the respective Resident's expense, be taken to and from units via the following entries and elevators:

TOWER A — via large elevator serving Tower A, after prior notice to the Courtesy Desk/Control Room

TOWER B - via large elevator serving Tower B, after prior notice to the Courtesy Desk/Control Room.

TOWER C — via large elevator serving Tower C, after prior notice to the Courtesy Desk/Control Room.

TOWER D - via large elevator serving Tower D, after prior notice to the Courtesy Desk/Control Room.

When Residents move from Tower to Tower, there shall be no moving of large furniture or packed boxes down the interior hallways. Moves between A, B, and C Towers will exit and enter through the respective south doors. Moves from D Tower will load at north D Tower entrance and trucks will enter south driveway to unload at A, B, or C Tower south doors, and vice versa.

Only the freight elevator located on the north side of a Tower may be used for freight. Prior permission from the Association business office is necessary in order to use it for freight. Advance scheduling is required. No other elevator may be used for freight.

Furnishings which are oversized and will not fit into the elevator designated for moving or which cannot be carried up a stairwell, cannot be hoisted up or lowered down the exterior of the building unless (1) the Association's written procedures and safety precautions are followed, (2) the unit Owner who has requested permission to hoist furnishes the Association with a public liability insurance policy, in the sum of at least \$1,000,000, to cover the hoisting, and (3) the unit Owner complies with all other conditions imposed by the Association manager or Board, including but not limited to charges for Association staff time. Hoisting shall not be allowed if it poses a danger to the structure of the building in the opinion of the Association staff, the Board, or the Association's consultant.

## **9.2 UNLOADING AREAS AND FREIGHT ELEVATORS**

An unloading area in the back of the Towers and a freight elevator (the North elevator of each tower) must be used if an elevator is needed for more than 30 minutes. The Association regulates parking in the unloading area.

Vehicle diesel engines must be turned off while vehicles are parked in unloading areas.

The unloading areas are to be used only while unloading a vehicle. Once unloaded, the vehicle should be moved to other parking areas to make room for other deliveries.

## **9.3 ADVANCE NOTICE**

An orientation meeting must be scheduled with the Association office prior to move in. Deliveries or moving vans of furniture must be scheduled with the management office in advance.

## **9.4 HOURS PERMITTED**

Moving In/Out may not start earlier than 8 a.m. and must cease by 6 p.m.

Moving In/Out may not commence after 3:00 p.m.

Moving In/Out is permitted seven days per week, including holidays.

Moving In/Out hours may be extended upon request at the discretion of management.

## **10.0 CONSTRUCTION AND CONTRACTORS**

### **10.1 NO COMMON ELEMENT CHANGES**

A Resident shall not make changes to Common Elements (including Limited Common Elements) except with prior written approval of the Board.

### **10.2 SPECIAL CONSTRUCTION REQUIREMENTS**

All Residents contemplating remodeling their units must first read and sign "Remodeling and Construction Considerations" prior to starting their project. These rules can be obtained from the Management office. Residents will be held responsible for following all rules.

The Association has special requirements for contractors doing demolition, electrical, plumbing, painting, carpentry, carpet work, or window/sliding door glass replacement in a unit or in Common Areas. Those contractors are required to register with Association management and abide by certain written procedures prepared by the Association manager, including time-of-day limitations, parking arrangements, trash disposal, advance submission of plans and specifications (if necessary), liability insurance (under some circumstances), etc. An Owner/Contractor Agreement must be fully executed and turned in prior to any construction.

All construction for which the Board requires plans to be submitted in advance shall be commenced and completed in a reasonable time and in accordance with those plans. The Board may arrange for inspection at the Resident's expense to verify that the work has been so done. Owners shall submit at least 48 hours in advance of beginning construction, in writing to the Engineering department, a list and description of odorous, toxic, or chemical materials they are planning to use. Use of these materials must be approved in writing by the Board.

### **10.3 TEMPORARY STRUCTURES**

No structure of a temporary character, trailer, tent, shack, or other out-building shall be permitted on the Property at any time temporarily or permanently, except with the prior written consent of the Board.

### **10.4 HALLWAY DOORS**

No hallway doors in Common Areas or sliding glass doors in units may be installed or replaced without prior approval of management.

### **10.5 COOPERATION**

Residents are requested to inform and cooperate with their immediate neighbors regarding any work in their units that might involve substantial amount of noise, dust, or inconvenience to others.

## **10.6 NO CONSTRUCTION DURING QUIET HOURS**

No construction work involving noise is permitted during Quiet Hours as defined in Section 11.1 QUIET HOURS and construction work that produces significant or disturbing noise shall be permitted only during the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. No construction work is allowed on Saturdays, Sundays, or holidays.

## **11.0 QUIET HOURS, NOISE, NUISANCE, FIREARMS, FIREWORKS**

### **11.1 QUIET HOURS**

Quiet hours are designated from 10:00 p.m. to 7:00 a.m. weekdays and 10:00 p.m. to 8:00 a.m. on weekends, except during functions authorized by the Board, or during Private Parties if authorized by the Association Management.

### **11.2 NOISE**

Residents, family members, and visitors, including children, shall exercise reasonable care to avoid making or permitting loud, disturbing, or objectionable noises, and in using, playing, or permitting instruments, radios, phonographs, television sets, amplifiers, and any other instruments or devices to be used in such manner as may disturb or tend to disturb other Residents.

Felt glides or other noise-eliminating remedies (e.g., rugs) are required for regularly moved furniture.

### **11.3 LAUNDRY (Hours of Operation)**

Each unit has washer and dryer connections. There is no community laundry. Since the sound from the washers agitating and spinning carry in the building they are not to be operated during Quiet Hours.

### **11.4 NUISANCE**

No noxious, illegal, or offensive activities may be carried on in any unit or in any part of the building; nor may anything be done which is an annoyance or nuisance or which interferes with the quiet enjoyment of persons in other units. Construction noise is not necessarily considered a nuisance. As a matter of courtesy, Residents should attempt to limit noise and limit construction to times of least disturbance to others. No activity is permitted which increases the rate of insurance for the Association or causes any insurance policy to be canceled or not renewed, or which will impair the structural integrity of the building.

### **11.5 FIREARMS AND FIREWORKS**

Firearms may not be discharged on the property or displayed in a threatening manner. Fireworks are not permitted on the property.

## 12.0 PARKING AND PARKING GARAGE

### 12.1 TYPE VEHICLES ALLOWED

"Vehicle" for purposes of this Rule includes an automobile, pickup, motorcycle, and moped. No trailer, camper, mobile home, recreational vehicle, commercial vehicle, truck (other than a standard size pickup truck), inoperable automobile, boat, or equipment is permitted on the property, other than for temporarily loading and unloading of passengers or personal property, unless it is parked in an area specifically designated for such purpose by the Board and or managing agent. Commercial vehicles of Residents do not include sedans, vans, or standard size pickup trucks, which are for both business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Board and or managing agent.

"Ride-sharing" scooters, bicycles, cars, or other such vehicles, must be dropped off outside of TOTL property. Owners who leave ride-sharing vehicles inside the gates in an "available" status will be subject to fines. Owners will also be responsible for their guests who leave the vehicles inside the gates. Those who use these vehicles must alert the concierge on duty and must be sure the vehicles cannot be viewed online as "available" if the intent is to use the vehicle over a prolonged period of time.

### 12.2 PARKING SPACES

Residents must park vehicles in parking spaces in which they are entitled to park under the parking plan attached to the Declaration except as otherwise provided in these Rules.

No vehicle shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from the Property.

Vehicles owners are subject to fines and towing at the vehicle owner's expense if they are:

- Parked in a marked handicapped parking zone/space without required handicap identification (also see section 12.8 HANDICAPPED PARKING SPACES)
- Obstructing an aisle, entry, or exit to the parking facility
- Blocking another vehicle from exiting a parking space
- Parked in a marked fire zone/lane
- Violating the posted designations in the temporary parking area (see Section 12.7 TEMPORARY PARKING)

All non-deeded common area parking shall be subject to the control of the Association. No Resident's vehicle may be parked in a parking space unless the parking is authorized under (i) a permanent parking easement that is appurtenant to

the unit (i.e., owned by the unit Owner), (ii) a lease from the parking easement Owner, or (iii) a lease from the Association.

### **12.3 VEHICLES MUST BE OPERATIONAL**

All vehicles in common area parking must be operational at all times and must have current valid registration and inspection stickers, violators subject to fine.

Vehicles shall not emit excessive noise, exhaust, or leak fluids so as to create a pollution or maintenance problem.

### **12.4 WASHING, REPAIRING, LUBRICATING, ETC., NOT ALLOWED**

Washing, repairing, or lubricating of vehicles is not allowed in the garage or anywhere on the property.

### **12.5 LEASING PARKING SPACES**

The Association owns a few parking spaces that may be leased by Residents. Such parking spaces may be leased by contacting the Association business office. Such spaces are leased on a first come, first serve basis.

Owners may lease their parking spaces to other Residents. Parking spaces may not be leased to other persons. All Owner leased parking must conform to parking rules. Owners must register their parking tenants with the Association office.

### **12.6 REGISTRATION AND TOTL STICKERS REQUIRED FOR ALL VEHICLES**

All Residents are required to register their vehicles at the Association office to assist in identification of vehicles when: (1) vehicle lights are left on, (2) vehicle tires are flat, (3) vehicles are damaged by others, (4) vehicles are inadvertently parked in the wrong space. etc.

Special windshield stickers are issued to Residents for identification and must be affixed to the windshield as specified by Association management. Towers of Town Lake personnel will affix stickers to all vehicles, unless the owner would prefer to do it himself/herself.

### **12.7 TEMPORARY PARKING**

Limited parking is available to visitors and vendors visiting a resident in the parking areas immediately adjacent to the main entrance and on the top of the parking garage. No overnight visitors parking is available on main driveway. Overnight visitor's parking will be located on the top floor of the parking garage. These spaces are designated by visitor parking signs located on the north and east walls.

Residents will be charged a daily event parking fee for all visitor's vehicles that park in visitor's parking during major events in the Austin area. All vehicles must be registered with the concierge and have proper TOTL Visitor's Tag displayed in vehicle. Vehicles will be charged each time the vehicle enter the property. No reservations can be made prior to arrival. (Such spaces are on a first come, first

serve basis.) Prior to such events notices will be posted and parking fee will be noted.

Thirty-minute (30) loading/unloading parking spaces have been set aside for Resident use only. Additional Fifteen- minute (15) loading/unloading parking spaces are available for residents, visitors and vendors in designated areas.

### **12.8 HANDICAPPED PARKING SPACES**

The handicapped parking spaces are provided for visitors only with valid handicapped parking permits.

### **12.9 GARAGE TRAFFIC RULES**

Garage speed limit is ten (10) miles per hour. This speed limit is designed to help safeguard persons who use the garage. Please be courteous and drive safely. Entering and exiting vehicular traffic on all three floors of the parking garage must follow directional signage.

Vehicle traffic in the garage should flow in a counterclockwise direction on all floors, according to painted markings. Violators should be reported to guards with pertinent information for identification.

Residents who witness a violation are encouraged to report it to the Concierge, Management, or a Board member.

### **12.10 ANTI-THEFT SYSTEMS**

Residents who have vehicles with anti-theft systems shall not allow the alarms or horns to go off and disturb other persons for more than three minutes; and any vehicle violating the three-minute rule shall be deemed to be illegally parked and subject to immediate towing without prior notice to the owner by the Association under the Texas Towing Statute. However, if the vehicle is identifiable as belonging to a Resident, the owner shall be notified if possible. The Association may, without liability to the owner or operator of the vehicle, cut or disconnect any power source to such alarm or horn to avoid having to tow the vehicle.

### **13.0 SMOKING/VAPING**

Air quality in a high-rise building is of significant importance. Smoking and Vaping are only permitted solely within individual residential units and on balconies.

Smoking and vaping in all other areas is prohibited, including but not limited to lobbies, hallways, elevators, library, piano room, exercise room, storage areas, indoor swimming pool area, fire stairs, and areas immediately outside the building entrances, including the outside pool area enclosed within the fenced area.

## **14.0 ALCOHOLIC BEVERAGES**

### **14.1 COMMON AREAS**

Consumption of alcoholic beverages is allowed in the Common Areas when used in moderation and with consideration of other Residents.

### **14.2 PRIVATE PARTIES**

Residents wishing to rent Common Facilities for Private Parties shall declare their intention to serve alcoholic beverages.

### **14.3 COMPLIANCE WITH APPLICABLE LAWS**

Residents serving alcoholic beverages within the building shall comply with all applicable laws relating to the serving of alcoholic beverages.

### **14.4 INDEMNIFICATION**

Residents consuming, serving, or under the influence of alcoholic beverages within the TOTL property, building, balconies, pool areas, grounds, etc., shall indemnify and hold the Association, its Board and its employees harmless against any loss or claim of any kind or character whatsoever arising from such activity and those Residents shall be responsible for any damages whatsoever resulting from their actions as well as for the actions of their family members and guests.

## **15.0 GYMNASIUM, SAUNAS, AND RACQUETBALL/BASKETBALL COURT**

### **15.1 AUTHORIZED USERS**

The gymnasium, racquetball /basketball court, and saunas are available for use by Residents and their guests. Minors under 15 may use the facilities only in the presence of a supervising adult (over 21) who is responsible for the minor's safety, conduct, and proper use of the facility. A guest may use the facilities only if accompanied by the Resident. No other persons may use the gymnasium, racquetball/basketball court, or saunas.

### **15.2 ACCEPTABLE ATTIRE**

The gymnasium has temporary changing rooms and shower facilities. Persons using the gymnasium or saunas should dress appropriately and must wear a robe, jogging clothes, or street clothes (no swimwear) when traveling in elevators or hallways to the gymnasium.

### **15.3 RULES OF USE**

Care should be taken to consider physical condition prior to using equipment or exercise facilities. Persons with heart conditions, high blood pressure, pregnant

women, etc., should not use the spa, sauna, or exercise equipment or facilities except by a physician's instruction. The dry saunas are located in the gymnasium. The spraying of water on the electric coils to create steam is extremely dangerous and is not permitted. Please report all malfunctions, leaks, or other unusual conditions in the gymnasium to the Association office.

#### **15.4 RACQUETBALL/BASKETBALL COURT**

Players may reserve the court no more than 3 days in advance for a period not exceeding 1 hour. The sign-up sheet for reservations is at the concierge desk. Players must comply with posted rules for use of court.

### **16.0 SWIMMING POOLS AND SPA (HOT TUB)**

#### **16.1 PERSONS AUTHORIZED TO USE POOLS AND HOT TUB**

The inside and outside swimming pools and spa ("the pools") are available for use only by Residents and their families and guests. A tenant may use the pool if the Owner has given written notice to management of the names of such tenants who are so authorized.

A guest of a Resident may use the pools if the host Resident accompanies the guest.

No other persons may use the pools. Association management has the right to remove an individual for any conduct that poses a safety risk to anyone in the pool area for any improper, unlawful, or offensive behavior or any behavior which becomes an annoyance or a nuisance to anyone in the pool area.

Persons using the pool should dress appropriately and must wear footwear, a robe, jogging clothes, or street clothes (no swimwear) when traveling in elevators or hallways to the pools.

Glass or other breakable containers or items are not permitted in the pool deck areas or in the pools. Glass containers must stay in the kitchen area.

No food, drink, or smoking (see Rule 13.0 regarding smoking) is allowed while in the pool/spa.

Minors 14 years old or younger are not allowed to use the pools or the pool deck areas unless accompanied by an adult who is over 21. Children who are not toilet trained are required to wear waterproof pants or swim diapers (diapers that are designed to withstand water and contain solids) in the pool/hot tub.

#### **16.2 ACTIVITIES PERMITTED**

Persons using the pool must obey posted signs regarding use of the pools.

Diving is not allowed in the pools.

Running is not allowed on the pool decks.

Water fights, dunking, etc. are not allowed anywhere.  
The throwing of any object is not allowed anywhere.

A life ring and shepherd's hook has been provided for emergency rescue purposes for each pool. No other use of this equipment shall be made.

There is an emergency in-house phone on the wall in the indoor pool area as well as at the main lobby courtesy personnel desk. A first aid kit is also available there.

### **16.3 NO LIFEGUARD**

**There is no lifeguard on duty at any time. Swimmers swim at their own risk.**

### **16.4 REPORTING PROBLEMS TO STAFF**

Please report all malfunctions, leaks, or other unusual conditions in these areas to the Association office.

### **16.5 NO ANIMALS**

Except for reliably and credibly verified assistance animals for persons with a disability, as that term is defined under the Fair Housing Act, no dogs, cats, or other pets are allowed in the swimming pool(s) and hot tub areas.

## **17.0 PRIVATE PARTIES**

### **17.1 PRIVATE PARTIES - DEFINITION**

A Private Party is any gathering on the premises (but outside the Resident's unit) of more than 10 persons, whether Residents or guests, and whether planned or spontaneous. A Resident-organized event made open to all Residents and registered with Association Management is not a Private Party.

### **17.2 AREAS AVAILABLE FOR PRIVATE PARTIES RENTAL**

Private Parties are allowed only in the following areas and only with prior registration and rental:

- Piano room (exclusive use)
- Library (exclusive use)
- Indoor pool kitchen/bar area (exclusive use of the kitchen/bar area only, pool must remain open and available to all other Residents and their guests). This area cannot be reserved on holidays or during holiday periods. Parties are restricted to a maximum of thirty-five (35) people unless prior approval of the Association is obtained. All parties must have the sponsoring resident in attendance during the function.

These areas may be rented by Residents for Private Parties with prior approval of management in accordance with guidelines from the Board, including fees or rental requirements, written use agreements, security deposits, elevator operators and/or extra security at the user's expense, advance reservations, limitations on loud noise, time-of-day used, etc. Residents must accompany guests. The Board shall have the right to set fees and impose rules for the use of these areas.

### **17.3 SPONTANEOUS PRIVATE PARTIES**

Spontaneous Private Parties in the above areas (see 17.1 "Private Parties Definition" and 17.2 "Areas Available For Private Parties Rental") will be subject to the same rules as a Planned Private Party with regard to noise, time of day, and all other Association Rules.

A Spontaneous Private Party will include only the guests of the Resident holding the party. The Resident must be present at the Party. A rental fee may be charged to the Resident after the fact.

### **17.4 RULES OF USE**

All users of these areas are to take care to keep the area clean and in good order.

The borrowing of chairs or other furnishings from these areas is not permitted.

Please report all malfunctions, leaks, or other unusual conditions in these areas to the Association office.

## **18.0 PETS**

### **18.1 PURPOSE OF PET RULES**

The Towers of Town Lake is not a proper environment for large pets or excessive numbers of pets that might disturb or pose a direct threat to others or the property of others. The close living conditions necessitate strict standards for all kinds of pets in order to maximize the quality of life for all occupants.

The purposes of the pet Rules are to minimize (1) flea contamination, (2) spread of disease, (3) dogs jumping on people, (4) dogs barking or biting, (5) pet defecation and urination in Common Areas, (6) pet conduct affecting persons allergic to pets, and (7) risk of harm to pets and Residents of Towers of Town Lake.

### **18.2 STRICT COMPLIANCE REQUIRED**

Pets are not permitted in the building or grounds of the Towers of Town Lake except in strict compliance with these Rules. The term "pet" includes birds and fish, and dogs and cats and any other animal that is in the building for any reason.

### **18.3 OWNER MUST READ RULES**

Pets are allowed in the building only after the Resident verifies, in writing, that these Rules have been read and understood.

### **18.4 MUST BE REGISTERED WITH MANAGEMENT**

Before being brought into the building, any animal other than fish or caged birds must be registered with Association management on forms provided by the Association and available at the Association office. Pets must be re-registered every November, and all vaccinations and certifications must be kept up to date.

### **18.5 PROHIBITED PETS**

A pet may never exceed 30 pounds in weight. Management has the right to weigh any pet at any time on a scale of Management's choosing. This applies to visiting pets also.

The Board may exclude pets that, in the sole judgment of the Board, are dangerous by type, breed, or past experience. Snakes, insect colonies, and wild animals are prohibited. The Board may require removal of any animal that has exhibited vicious propensities.

### **18.6 EXCEPTIONS**

Exceptions to these Rules are allowed in order to accommodate persons who have a physical or mental impairment that substantially limits one or more major life activities. Except for disabled persons occasionally visiting the building, the Board will require a reliable written verification that a person has a disability, as that term is defined under the Fair Housing Act, and needs the animal for disability accommodation purposes.

The Board recommends that the Manager send to an attorney all supporting verification regarding assistance animals for a person with a disability for analysis and recommendations as to whether the documentation is sufficient to establish that a person has a disability and the connection for the animal.

### **18.7 NUMBER OF PETS PER UNIT**

There is a limit of two dogs or cats (in total) per unit. There is no specific limit on the number of fish and caged birds, however, the Board or Association Management may limit the size or weight of an aquarium if it poses a structural danger to the building and may limit the number of birds and other animals if they pose a sanitation or odor problem for others.

## 18.8 PET CONDUCT, SAFETY, AND SANITATION

All pet owners must comply with the following:

Pets have a designated walking area located in the south grassy area and in the northwest grassy area, on either side of the west gate entrance. In all areas, Residents and guests shall immediately clean up any mess made by the pet from defecation or other causes. (A diagram of the dog walking area is available in the Association office.)

- Sign the Texas Apartment Association (TAA) Animal Addendum
  - Pets must not be permitted to defecate, urinate, or make excessive noise in Common Areas, including hallways, stairwells, elevators, lobbies, entrances, garage, etc.
  - Pets must not bark or make noise in units sufficient to disturb occupants in the building.
  - Pets must be vaccinated as required by law.
  - Dogs must be on short leashes (4 feet or less) or in crates, cages, or vehicles when not in units. Pets may be on longer leashes while outdoors in the south and northwest grassy areas.
  - Dogs must wear collars with identification tags and required vaccination tags when outside units.
  - Owners of dogs shall clean up any animal waste deposited on the sidewalks, floors in interior of buildings, and Common Area grounds.
  - Dogs and cats must be bathed frequently enough to avoid objectionable odors.
  - Dogs and cats must be kept free of fleas and ticks.
  - Cats may not be allowed to roam the grounds.
- 
- Feeding of pets and/or animals in common areas is prohibited.

## 18.9 AREAS WHERE PETS ARE PROHIBITED

Pets are not allowed in any Common Area except for ingress and egress through hallways, elevators, lobbies, sidewalks, and garage areas.

## 18.10 VISITING PETS

Pets belonging to guests or families of Residents are permitted in the building provided that the pets and their owners and handlers comply with the same pet rules that apply to Residents and their pets, with one exception: pets belonging to guests or families of Residents are not required to be registered with Management unless: (1) visiting for twenty-four consecutive hours or (2) visiting for more than twelve days.

in any twelve-month period. If either (1) or (2) applies, the pet must be registered with Management prior to being brought into the building. Management recommends that Residents notify Management if a non-registered pet will be visiting.

#### **18.11 TRANSPORTING PETS IN COMMON AREAS**

When pets are transported through Common Area hallways, elevators, entrances, parking garage, and other Common Areas, they must at all times be on a short leash (4 feet or less) or transported in an appropriate carrier (i.e. crate or cage) designed specifically for the purpose of conveying pets.

Pets are not permitted outside of their owner's unit without being accompanied by the pet owner or pet owner's agent.

Pet owners must immediately clean up any "accidents" by their pets in any Common Area, including the garage.

Cats must be in a pet crate or cage or be carried in a person's arms when outside a unit and not in a vehicle. Cats can be walked on a leash in same areas as dogs.

#### **18.12 NOISE AND CONTROL**

A pet owner is responsible for preventing his pet from making noise that disturbs other Residents, and the pet owner must keep the pet under control at all times when transporting the pet in Common Areas of the building.

#### **18.13 RESIDENT RESPONSIBLE**

Each Resident is responsible for all acts of pets residing in his unit or owned by a guest visiting his unit and for any personal injury or property damage caused by the pet. A Resident is also liable for fines and other enforcement costs incurred by the Association because of pet violations by the Resident or his agents or guests.

#### **18.14 INDEMNIFICATION**

Each Resident shall indemnify and hold harmless the Association, the Board, and all Association employees against any loss or claim of any kind or character which results from the presence or conduct of such Resident's pet or of a pet owned by a guest of such Resident.

#### **18.15 REMOVAL OF PETS BY THE BOARD**

The right to have a pet in the building may be revoked any time it is considered justified and necessary by the Board. If the pet or the pet owner violates these Rules or if the pet becomes obnoxious to other Residents, the Board in its sole judgment may instruct management to give written instructions to the pet owner to correct the problem. If such problems are not corrected in a timely manner in the judgment of the Board, the Board may require the pet to be removed permanently from the building.

**18.16 ALTERATION OF PET RULES**

Neither the Board nor management may make exceptions or grant variances of pet rules without (1) amending the pet rules, (2) having them apply equally to all Residents, and (3) distributing the amended policies to all unit Owners.

**18.17 ENFORCEMENT OF PET RULES**

The Board is required to enforce the pet rules without exception and to assess fines or require removal of a pet for violation of these Rules in a consistent and even-handed manner.

**19.0 PEST CONTROL AND TRASH DISPOSAL****19.1 PEST CONTROL**

The Association performs periodic pest control in all units and in Common Areas, as a Common Expense.

**19.2 TRASH DISPOSAL**

All rubbish, trash, and garbage shall be regularly removed from the units and shall not be allowed to accumulate. Trash, garbage, and other waste shall be kept in sanitary containers.

**19.2.1 RECYCLABLE TRASH**

Recyclable trash such as clean glass, aluminum, and newsprint may be left in the trash closets to be picked up by Association employees as long as they are put in trash bags. Bag openings must be tied or closed in some manner.

**19.2.2 CONSTRUCTION TRASH**

Construction trash (sheetrock, carpet, paint buckets, etc.) may not be deposited in Towers' trash containers or placed beside the trash containers in the parking garage. The contractor must dispose it off-site.

**19.3 GARBAGE DISPOSAL EQUIPMENT**

Water must be run into garbage disposal equipment to facilitate processing and disposal of waste and to avoid clogging of drains. Garbage disposal equipment cannot process banana peels, orange peels, cabbage leaves, olive pits, bones, celery, nutshells, or similar items.

**19.4 TRASH CLOSETS AND TRASH CHUTES**

There are trash closets containing trash chutes on each residential floor. All compactable trash must be placed in bags (preferably plastic), tied or closed in some manner and deposited in the trash chutes. The purpose of plastic bags is to maintain sanitary conditions in the building, avoid accumulation of odors in trash closets and loading dock areas, and accommodate Association employees. Trash that cannot be

compacted must be left in bags in the trash closet or carried directly to the dumpsters in the garage.

Trash may not be placed in the Trash Chutes or Trash Closets during Quiet Hours as specified in Section 11.1 QUIET HOURS

The following items must never be dumped down the trash chute: Glass, liquids, kitty litter, newspapers, hard bound books, telephone books, cardboard boxes, coat hangers, or bundles of magazines. **The staff must handle the compacted trash bags and sharp items such as knives, coat hangers, and glass create a high risk of injury. Accordingly, a \$100 fine will be accessed to those violating this rule.**

## 20.0 ENERGY AND WATER MANAGEMENT

The Association shall make every effort to improve all aspects of energy and water management and conservation. The Association shall inform and assist Residents to improve energy and water and conservation in the units.

Water leaks, dripping faucets, or running commodes, etc., detected by Association employees will be repaired by the Association at the Owner's expense if the Owner does not have them timely repaired after written notice from the Association.

## 21.0 BICYCLES

Bicycles and other such non-powered wheeled conveyances may be taken to a unit for storage. Bicycles may not be stored on balconies.

Bicycles may not be parked so as to block any vehicle parking space, driveway or any emergency exit, or fire hose locker or pull station.

Bicycles stored in the parking garage are stored at the sole risk of the bicycle owner. The Association is not responsible for theft or damage.

Bicycles stored in the parking garage must be maintained in working order and registered with the Association office at the main lobby station. Unregistered bicycles may be removed, thrown away, or otherwise disposed of by the Association staff after the bicycle has been kept 14 days in the Association's lost and found.

## 22.0 WORK SHOPS, POWER TOOLS, AND EQUIPMENT

No power equipment, workshops, or car maintenance of any nature is permitted on the property except with the prior written approval of the Board. In deciding whether to grant such approval, the Board shall consider the effects of noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception, increases in electrical utility expenses attributable to the Common Elements, and similar matters.

## **23.0 LOST AND FOUND**

Items of personal property (except for vehicles and registered bicycles) that have been left in Common Areas may be removed by Association staff to the Association's lost and found. Such property shall be thrown away or otherwise disposed of if unclaimed after 14 days.

## **24.0 SIGNS AND BULLETIN BOARDS**

### **24.1 SIGNS**

No "for sale," "for rent," or other signs may be placed in windows or sliding glass doors or placed in Common Areas except for notices approved by Association management announcing Association activities or dangerous conditions.

### **24.2 BULLETIN BOARD**

The Association maintains a bulletin board in the message center. Postings are limited to (1) announcements by Association management relating to Association activities or functions, (2) a list of contact persons for units that are for sale or rent, and (3) personal announcements by Residents. Association Management/Board has final say on posting.

## **25.0 PROHIBITED ACTIVITIES IN COMMON AREAS**

Skate boards, roller skates and roller blades, and other such conveyance devices shall not be used or worn in any pedestrian lobby or any of the building common area, nor shall they be used or worn in the parking garage or on the parking garage access ramp.

Play and sports such as soccer, kickball, dodge ball, football, etc. are not permitted anywhere on the Towers Common Area, inside or outside, except on the south lawn area between the main Towers building and the townhomes. Stairwells in the main Towers building and stairways to the townhomes are not to be used as play areas.

Recreational equipment and toys (such as tricycles, skateboards, roller-skates, scooters, etc.) may not be left unattended outside any unit or used or left unattended within the Common Areas inside the building.

Running in any Common Areas inside the main Towers building is prohibited.

No loud or offensive talking is permitted in the Common Areas and hallways.

Climbing of trees and climbing on fences is prohibited.

## **26.0 LIABILITY FOR DAMAGES**

### **26.1 LIABILITY**

The Association is not responsible for damage to the Common Elements, Units, or any personal property or improvements within a Unit, caused by the actions, inactions,

misuse, or negligence of an Owner or an Owner's tenant or any occupant, guest, invitee, or contractor of such Owner or tenant.

An Owner shall be liable to the Association for any damage to Common Elements caused by the actions, inactions, misuse, or negligence of such Owner or such Owner's tenant or by any occupant, guest, invitee, or contractor of such Owner or tenant. An Owner shall also be liable to other unit owners for any damage to their property that is caused by the actions, inactions, misuse, or negligence of such Owner or such Owner's tenant or by any occupant, guest, invitee, or contractor of such Owner or tenant. A unit owner suffering damage, not the Association, shall be responsible for seeking reimbursement from an Owner who is liable for the damage.

## **26.2 PREVENTATIVE MEASURES AGAINST WATER DAMAGE**

In order to minimize the risks of serious water leaks that could damage the Common Areas or other units, Owners should practice the following preventative measures. In the event of any leak, spillage, or overflow in an Owner's unit that causes damage to Common Areas or to another unit, failure by such Owner to provide adequate proof of adherence to these guidelines will be deemed as negligence for purposes of determining the Owner's liability under Rule 26.1.

- Hot water heaters should be drained and inspected by a professional service provider at least every five years.
- Hot water heaters should be replaced with a newer model as soon as their manufacturer's warranty (typically 8-12 years) has expired.
- All installations of hot water heaters must comply with City of Austin building codes and must include braided metal water lines, a catch-basin water pan under the unit, and an automatic shut-off valve.
- Toilets must have braided metal water lines and threaded metal connectors instead of plastic ones.
- Washing machines should have braided metal supply lines, a catch-basin water pan under the unit, and drain hoses that are fastened to the outlet pipe, rather than just being hooked into it.
- Dish washers should be periodically inspected (every 2-3 years) to replace worn or faulty parts.
- Air conditioning units must have a cut-off valve installed on overflow pipes, and overflow pipes should be cleared with compressed air by a service professional twice each year.
- Toilets and garbage disposals and other water fixtures must not be used for any purpose other than that for which they were designed. Rubbish, eggshells, vegetable and fruit peelings, coffee grounds, rags, wastepaper, ashes, or other objects that might clog the building's central lines must not be placed into such fixtures.

## **27.0 COMMON AREAS, HALLWAYS, RESIDENTIAL DOORS**

### **27.1 MODIFICATION**

The Common Areas and Common Elements, including landscaping, must not be modified or altered in any way without prior approval of the Board. Residents may not attach anything to the Common Elements.

### **27.2 PLANTS, FURNITURE, HALLWAYS**

Only plants and furniture owned by the Association are allowed in hallways. No doormats are allowed in hallways outside residence doors. Rugs, clotheslines, garments, flags, bicycles, banners, signs, etc., are not allowed in hallways and other Common Areas. (Also see Section 28.2 BALCONIES for use of balconies.)

Cigarette butts, cans, bottles, paper, or other items must be discarded in the receptacles found in the Common Areas.

No dirt, debris, litter, etc. is to be left in Common Areas, including balconies and other Limited Common Areas.

No inappropriate language or activities are permitted in the Common Areas or hallways.

No article shall be placed on or in any of the Common Areas except for personal property that is owned, leased, or borrowed by the Association.

### **27.3 RESIDENTIAL DOORS**

Unit entry doors shall be kept closed at all times when not in actual use for ingress or egress.

## **28.0 EXTERIOR OF THE BUILDING, BALCONIES, PATIOS, WINDOW COVERINGS**

### **28.1 EXTERIOR DECORATIONS**

No decoration or article may be placed and no work of any kind shall be done on the exterior of the building except with prior written approval of the Board. No balcony or patio walls or floors may be penetrated for any reason whatsoever.

### **28.2 BALCONIES AND PATIOS**

Balconies and patios must not be enclosed and must not be structurally modified or altered in any way. Unless expressly authorized in writing by the Board and except for antennae or satellite dishes installed in compliance with Rule 28.4, acoustic, electrical or telephone installations, machines or electrical apparatus or appliances, heating or air conditioning units and any related wiring may not be installed in a manner that they penetrate or protrude through any wall, door, floor, or roof of the building, or are otherwise visible from the ground.

Except as expressly permitted by Rule 28.4 below, nothing may be placed temporarily or permanently on balconies and patios except for plants and outdoor

furniture. Nothing may project over the railings. Rugs, clotheslines, garments, flags, bicycles, banners, signs, etc., are not allowed on balconies or patios.

Outdoor cooking is not allowed on balconies and patios. Storage of barbecue grills is also not allowed.

The maintenance of plants, planter boxes, and irrigation systems on balconies or patios is the responsibility of the Resident. If plants are not watered, trimmed, and kept alive by the Resident, the Association may do so and charge such Resident or the Association may remove the plants.

Dirt, debris, litter, etc. must not be allowed to collect on balconies and patios. Balconies must be cleaned in such a way so as not to allow dirt, debris, and litter to fall from the balconies.

Nothing of any nature, including cigarette butts, cans, bottles, paper, and other items may be thrown from balconies.

Food for birds, pets, or other animals must not be kept on or thrown from balconies and patios.

### **28.3 WINDOW COVERINGS**

All draperies, drapery linings, shutters, or blinds, which are visible from the exterior of any unit, shall be of a brown, tan, beige, white, or off-white color. No window may be covered with aluminum foil or similar material.

### **28.4 WIRING AND ANTENNAS**

Due to the Federal Communications Commission's Over-the-Air-Reception Devices ("OTARD") Rule, the Board will not prohibit all installations of antennae and satellite dishes on balconies and patios but will permit such installations of antennae and satellite dishes that comply with this Rule. As a safety precaution against risks arising from wind gusts, any antennae and satellite dishes, or other devices, fixtures, or appurtenances that are comparable in size and weight and pose a similar or greater safety risk as antennae and dishes may only be attached to a balcony or patio floor, subject to the requirements herein.

Unless expressly authorized in writing by the Board, antennae and satellite dishes may not be installed in a manner that they or any related wiring penetrate or protrude through the wall, doors, floor, or roof of the building, and any antenna or satellite dish installed on a balcony or patio shall be located entirely within the confines of such balcony or patio. Antennae and dishes may not be attached to the balcony or patio floor by drilling into the floor or through any structural modification to the floor. Any antenna or dish that is placed upon or attached to a balcony or patio floor must be able to withstand wind speeds of up to 50 miles per hour without becoming airborne.

Prior to any such installation of an antennae or satellite dish or other device, fixture, or appurtenance that is comparable in size and weight and poses a similar or greater safety risk as an antennae or satellite dish, the Board shall be provided with a written request from the Owner to install such device. A request shall provide

sufficient information to allow the Board to determine that the proposed installation will comply with the requirements of this Rule. By way of example only, a request may include a written certification from a professional installer or a copy of manufacturer specifications confirming that the installation will comply with this Rule. A request should also include information from the Homeowner about the method of installation, such as weight and type of base to be used and/or the manner of attachment of such base or to the floor, sufficient to demonstrate that the installation will comply with this Rule. Following the Board's approval of a request, the Owner shall notify Management and afford Management an opportunity to inspect the installation within five business days after the installation is completed. If an opportunity to inspect the installation is not granted within this timeframe, the antenna or dish may be removed by the Board at the Owner's expense. Any antenna or dish installation that does not comply with this Rule shall be removed by the Owner at the Owner's expense or if the Owner refuses to remove the antenna or dish, the Board may remove it at the Owner's expense. Prior to the installation of an antenna or dish the Board may require from the Owner a deposit of \$500, depending on the manner of installation. This deposit shall be held by Management until the equipment is removed and may be applied against any costs incurred to restore the balcony or patio floor to its original condition.

## **29.0 FIRE HAZARDS**

### **29.1 HAZARDOUS ACTIVITIES**

Any activity or substance that presents a fire hazard is prohibited.

### **29.2 FLAMMABLE LIQUIDS**

Flammable oils or fluids such as gasoline, kerosene, naphtha, benzene, or other explosives, or other articles deemed hazardous to life, limb, or property shall not be brought into the building without prior written consent of the Board. If such flammables are found in a unit, they may be removed by the Association without prior consent or notice to the Resident.

### **29.3 OTHER FLAMMABLES - CHRISTMAS TREES, WREATHS, CANDLES**

"Live" cut Christmas trees and "live" wreaths are prohibited, both because of the fire hazard and because of the problems of removal and disposal.

Candles, especially when used near flammable substances, are not prohibited but are discouraged because of fire hazards.

### **29.4 BARBECUE GRILLS**

Freestanding charcoal, gas, or electric barbecue grills may not be stored or used anywhere on the Property. Built-in stovetop electric grills are permitted if they have a built-in fan for removal of smoke.

**29.5 FIRE EXTINGUISHERS**

Residents are encouraged (but not required) to have hand-held fire extinguishers in their units. Information about recommended fire extinguishers is available from the Association office.

**29.6 ACCUMULATION OF DEBRIS**

Trash or debris shall not be permitted to accumulate or form a fire hazard.

**29.7 SMOKE ALARMS**

Smoke alarms may not be deactivated. Substantial fines may be imposed for violating this Rule, as well as all other remedies available to the Association.

**29.8 FIRE EXTINGUISHER / FIRE HOSE COUPLER CABINETS**

There is one fire-related cabinet located on each floor. These cabinets contain a dry chemical fire extinguisher and a 1-1/2" fire hose coupler. These cabinets are not to be opened unless there is an emergency need to use the contents. No items other than the extinguisher and the fire hose coupler are to be placed into these cabinets.

There are fire pull stations (red boxes) on each floor next to the entry doors to the stairwells and in other locations in the building.

**29.9 FIRE STAIRWELLS**

There are eight separate fire stairwells. These stairwells are provided solely for ingress or egress.

Stairwells shall not be used as areas in which to play, gather, loiter, or walk the dog.

Stairwell doors are not locked. The ground floor stairwell door is locked from the outside only.

Stairwells are designed to pressurize in the event of a fire. Stairwell doors shall not be propped open or have any device inserted that will defeat the locking mechanism or keep the door from properly closing.

**30.0 RESTROOMS**

There are restrooms on the first floor of the Towers of Town Lake for use of Association employees, Residents, guests, contractors, and delivery personnel.

**31.0 VENDING MACHINES**

Vending machines have been provided for the convenience of the Residents. The vending machines are serviced by an outside vending company. If a refund is required for any reason, such refund may be obtained by calling the vending machine company at the telephone number listed on the vending machine.

**32.0 STORAGE FACILITIES FOR RESIDENTS**

The Association does not provide storage facilities for personal property of Residents.

**33.0 ROOF AREAS**

The building roof is accessible only to authorized Association employees and contractors authorized by the Association. Admittance to other persons is strictly prohibited. An Owner may inspect his own air conditioning unit but must be escorted by a representative of the Association.

**34.0 MECHANICAL AND ELECTRIC EQUIPMENT ROOMS****34.1 AUTHORIZED ACCESS**

Building mechanical and electric equipment rooms are to be entered only by authorized Association employees and contractors authorized by the Association.

**34.2 ACCESS BY OWNERS**

Owners wishing to view mechanical or electrical equipment rooms, for whatever reason, may contact the Association management office which will arrange an accompanied tour of these areas for the Owner.

**35.0 INSURANCE****35.1 ON COMMON ELEMENTS**

The Common Elements are insured by the Association, as a Common Expense, against casualty loss.

**35.2 ON INDIVIDUAL UNITS**

Unit interiors and contents are not insured by the Association. Each Resident must make his own insurance arrangements for these items. Insurance on the interior of a unit and its contents may be carried with the same insurance company that insures the Common Elements of the building or with other insurance carriers, at the option of the Resident.

**35.3 LIABILITY INSURANCE**

The Association maintains liability and other insurance as directed by the Board. Without limiting their liability under Section 26.0 LIABILITY FOR DAMAGE, IMPROPER USE OF COMMON ELEMENTS, FIXTURES, Residents shall carry liability insurance and shall require evidence of liability insurance by their contractors.

**35.4 WORKERS' COMPENSATION – UNIT OWNERS**

It is recommended that Residents require contractors employed to do work in their units to provide evidence of workers' compensation insurance.

**35.5 WORKERS' COMPENSATION – ASSOCIATION**

The Association shall maintain workers' compensation insurance for all Association employees and shall require evidence of workers' compensation insurance from its contractors. The Board of Directors reserves the right to make exceptions to this requirement for good cause.

**36.0 UNIT USE AND OCCUPANCY****36.1 RESIDENTIAL USE ONLY**

No unit may be occupied or used except for residential purposes.

No trade or business may be conducted with public access to any unit except for property owned by the Association.

**36.2 LIMITED OCCUPANCY**

Without the prior written consent of the Board of Directors, no more than five (5) individuals may occupy a three (3) bedroom Residential Unit, no more than four (4) individuals may occupy a two (2) bedroom Residential Unit, no more than three (3) individuals may occupy a one (1) bedroom Residential Unit, and no more than two (2) individuals may occupy a Residential studio Unit; provided, however, that in determining the number of bedrooms in a Residential Unit, a study shall be counted as a bedroom. A Residential Unit owned or leased by an individual, corporation, partnership or fiduciary may only be occupied by said individual, or an officer, director, stockholder, employee or associate(s) of such corporation, or a partner, employee or associate(s) of such partnership, or said fiduciary (including directors, officers, stockholders, employees or associate(s) of corporate fiduciaries or partners, employees or associate(s) of partnership fiduciaries) or the beneficiary of said fiduciary, respectively (and members of the immediate family and guests of any of the foregoing.)

**37.0 RIGHT TO LEASE AND LIMITATIONS ON LEASING****37.1 RIGHT TO LEASE**

Owners shall have the right to lease their Units provided that (1) a lease permit is obtained through the Management office. (2) a Texas Apartment Association (TAA) rental application has been filled out in full, executed, and submitted to Management to ensure all requested information is complete. When the completeness of the application is confirmed by Management, the completed lease may be signed. A copy of the lease will be kept in the Management office. (3) the lease is made subject to the Declaration, Bylaws, and Rules adopted by the Board. Any lease not complying with these requirements shall be void. An Owner may impose additional restrictions in a lease between the Owner and his tenant over and above the restrictions contained in these Rules; but such additional restrictions may not be less restrictive than these Rules.

**37.2 RULES AS A PART OF LEASE**

These Rules shall be considered part of each tenant's lease. A copy of the Rules is given to each Resident prior to move in at an orientation scheduled with the Association management office. Additional copies of the Rules are available for free at the management office.

**37.3 RESIDENTIAL CONDOMINIUM LEASE FORMS**

The Association, as members of the Texas Apartment Association (TAA), provides free rental application forms and free residential condominium lease forms prepared by the TAA. The most recent edition of the TAA residential condominium lease form must be used when renting units, but the form may be altered to accommodate specific lease provisions that are desired by the parties and are not inconsistent with the Declaration, the Bylaws, or these Rules.

**37.4 LIMITATIONS**

Leasing of Units is allowed only if (1) a lease permit has been granted by the Board of Directors or managing agent, (2) all leases are in writing and subject to the provisions of the Declaration and Rules, (3) the lease states that guests of tenant may not dwell longer than three consecutive days without written permission of the Board of Directors, (4) the unit is not leased for less than twelve months, unless specifically authorized by the Board of Directors, (5) a copy of the then current lease is maintained in the management office, (6) the unit is not leased for hotel or transient purposes, (7) the Owner does not knowingly lease a unit to a person who has been convicted of any felony crime, (8) a unit with a twelve month lease is not occupied by anyone other than the original lessee unless otherwise allowed by Board of Directors, (9) a unit Owner does not advertise his/her Unit as available for less than a twelve month lease

**37.5 TENANT INFORMATION FORM**

See the Texas Apartment Association (TAA) residential condominium lease application forms referenced in rule 37.3.

**37.6 FEES ASSOCIATED WITH LEASING UNITS**

The Association may charge additional fees for units not occupied by an Owner to compensate for the additional staff and accounting time required to maintain duplicate billing accounts, reissue access cards, negotiations with both Owner and tenant, etc. There is a one-time service charge of \$100 for a tenant move-in.

**38.0 BILLING PROCEDURES OF ASSOCIATION****38.1 COLLECTION OF FEES AND ASSESSMENTS**

The Association may issue monthly statements for amounts due the Association prior to the first of each month. All assessments and amounts owed are due and payable on the 1st of each month.

**38.2 OTHER FEES**

Failure to pay any amount owed the Association by the 10th day of the following month will incur a late fee of \$50.00 or 5% of the unpaid amount, whichever is greater. Late fees shall be considered stipulated damages for time and inconvenience of collecting delinquent sums. There will be a charge of \$30.00 for a returned check, plus all bank charges incurred by the Association. Unpaid amounts shall also bear 18% per annum compounded annually, until paid in full.

**38.3 UNIT OWNER LIABLE FOR LEASED UNITS**

The Association shall conduct the business of the Association with the owner of a unit. Billing for all fees and charges shall be the responsibility of the unit Owner. The Owner shall be liable for the full amount of the monthly billing, including assessments, late fees, returned check charges, damages, service, etc. The Association shall not assume the responsibilities of rental agent and/or collection service to collect money due the Owner from that Owner's tenant.

**39.0 SERVICES PROVIDED BY THE ASSOCIATION****39.1 SERVICES AT NO CHARGE**

At no charge, the Association provides the following services if staff is available:

- Holding mail for residents;
- Assistance with incoming or outgoing luggage;
- Holding out-of-city newspapers for Residents;
- Assistance with packages, groceries, and minor furnishings;
- Delivering packages, flowers, etc. to units;
- Standard pest control as needed and requested;
- Accepting packages and deliveries (except for U.S. mail).

**39.2 SERVICES CHARGED FOR**

For a charge, the Association will provide upon request the following services to Residents if staff is available:

- Minor repairs and maintenance;
- Minor painting touchup;
- Removal of special trash;
- Non-scheduled washing of windows and sliding glass doors;

- Similar services that the Association manager allows to be performed;
- Use of the piano room, the library/TV room, or the indoor swimming pool kitchen and bar area for Private Parties (see Section 17.0 PRIVATE PARTIES);

A schedule of hourly rates and minimum charges is available from the Association office.

### **39.3 SERVICES NOT OFFERED**

The Association does not provide other services; however, the Association manager may expand or reduce these services for good cause in individual instances.

### **39.4 SERVICES BY ON-DUTY EMPLOYEES**

No Resident or other occupant of the building shall engage any on-duty Association employees to provide any services other than those listed above in this section, while the employee is on duty.

### **39.5 PROCEDURE FOR REQUESTING SERVICES**

Requests for services from the Association shall be made through the Association office. Office staff will initiate a work order defining the task. This work order will be assigned to the appropriate Association employee. It is helpful to allow lead time when requesting services. Such services are provided on a first come, first serve basis. Association employees may not leave the building to perform services for occupants. All services provided by the Association are subject to the Association manager's curtailment if requests are excessive.

### **39.6 LIABILITY FOR CHARGES**

A unit Owner is responsible for charges for services rendered by the Association to the Owner or his tenants.

## **40.0 COMPLAINTS ABOUT ASSOCIATION SERVICES**

Complaints regarding Association services should be presented in writing to the Association management. Such complaints will be maintained in Association files, and notice of correction, if required, will be made in a timely manner to the person filing the complaint.

## **41.0 EMPLOYEES OF THE ASSOCIATION**

### **41.1 COMMENDATIONS**

Residents wishing to commend employees may do so by writing or phoning the Association management. Written notice of such commendation will be forwarded to the employee, and a copy will be placed in the personnel file.

**41.2 COMPLAINTS**

Residents wishing to complain about the performance of any employee or general level of service shall visit, write, or phone the Association management. Written notice of such complaint will be forwarded to the employee(s), and upon investigation, a copy will be placed in the personnel file. Issues regarding the Association manager shall be directed to the president of the Association. All written requests and complaints from Residents are retained for at least one year for the purpose of management accountability.

**41.3 SCOPE OF EMPLOYMENT**

Association employees are retained by the Association to perform designated tasks required by the Association, during designated duty hours. The employee must refuse requests for services not within the scope of employee duties as assigned by the Association management.

**42.0 RECORDS AVAILABLE TO OWNERS****42.1 RECORDS**

The Association manager shall make available to any Owner the records and operating information of the Association. Requests for access to such information shall be made by the Owner to the manager or the person designated by the manager during the normal Association business hours of Monday through Friday 9:00 a.m. to 5:00 p.m. The Owner shall allow a reasonable time for the gathering of such information as may be requested. Reasonable costs of information gathering, and per-page reproduction costs may be charged by the Association.

**42.2 BOARD MEETINGS**

Association Board meetings are open to all Residents. A notice of regular Board meetings will be posted in the lobby. Special meetings will not ordinarily be posted.

**43.0 RIGHT TO MODIFY OR WITHDRAW CONSENT OR APPROVAL**

Any consent or approval given under these Rules may be modified or withdrawn at any time by the Board.

**44.0 ENFORCEMENT****44.1 ENFORCEMENT EXPENSES**

An Owner shall promptly pay the Association all costs and expenses relation to collecting delinquent sums due from the Owner or his tenant to the Association. This includes late charges, returned check charges, and reasonable attorneys' fees incurred by or on behalf of the Association in collecting moneys, correcting violations of these Rules, or enforcing any provision of these Rules.

**44.2 INTEREST**

All delinquent sums due the Association shall bear interest at the highest lawful rate.

### 44.3 FINES AND DAMAGE CHARGES

The Board may assess fines against a Resident for violations of the Declaration or Association Rules that have been committed by such Resident, or the Resident's family, guests, employees, contractors, agents, or invitees. Each day of violation may be considered a separate violation if the violation continues after written notice to the Resident.

The Board may assess damage charges against a Resident for pecuniary loss to the Association from property damage or destruction of Common Area or Common Elements by such Resident, his family, guests, employees, contractors, agents, or invitees.

If a tenant of an Owner or the tenant's family, guest, or invitees are the cause of the fine or damage, the tenant and the Owner shall be jointly and severally liable for the fine or damage. The Board at its option may proceed against an Owner or his tenant for violations by the tenant or may proceed against them jointly.

The Association manager shall have authority to send notices to alleged violators, informing them of their violations and asking them to comply with the Rules and/or informing them of potential or probable fines or damage assessments. The Board may from time to time adopt a schedule of fines for minor or reoccurring violations, but the Board may vary any fine depending on the special circumstances of each case.

### 44.4 ASSESSMENT OF CHARGES

The procedure for assessment of fines and damage charges shall be as follows:

- 1) The Association, acting through an officer, Board member, employee, or managing agent, must give the Resident notice of the fine or damage charge not later than 30 days after the assessment of the fine or damage charge.
- 2) The notice of the fine or damage charge must describe the violation or damage.
- 3) The notice of the fine or damage charge must state the amount of the fine or damage Charge.
- 4) The notice of a fine or damage charge must state that the Resident may, no later than 30 days after the date of the notice, request a hearing before the Board to contest the fine or damage charge.
- 5) The notice of a fine must allow the Resident a reasonable time, by a specified date, to cure the violation and avoid the fine unless the Resident was given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months. A reasonable time to cure is not necessary in a notice of damage charge.

Fine and/or damage charges are due immediately after the expiration of the 30-day period for requesting a hearing; or if a hearing is requested, such fines or damage charges shall be due immediately after the Board decision at such hearing, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing.

The minimum fine for each violation shall be \$25.00. Fines may be assessed for each day of violation.

All costs, fees and expenses incurred by the Association caused by the failure of the Owner to comply with any objective Association rule or regulation (i.e., rules that are plain on their face and which do not require interpretation) shall constitute recoverable damages and a lien against the unit of the offending Owner.

#### **44.5 SUSPENSION OF USE, RIGHTS, AND SERVICES**

If a Resident is delinquent in the payment of sums due the Association, the Board may:

- Suspend the right of a Resident to use Common Facilities such as the exercise room and swimming pool.
- Suspend the right to rent parking spaces from the Association.
- Suspend Association services described in Section 39.0 SERVICES PROVIDED BY THE ASSOCIATION.

#### **44.6 JUDICIAL ENFORCEMENT**

The Board may, at the unit Owner's expense, enjoin, abate, or remedy by appropriate legal proceedings, a continuing violation of these Rules.

#### **45.0 DOCUMENT COPIES AND RESALE CERTIFICATES**

The Association shall issue condominium resale certificates as required by the Texas Uniform Condominium Act. Association management will attach a current copy of these Rules to every resale certificate that is issued. A charge (currently \$95.00, but subject to change) will be made for each resale certificate issued.

Copies of these Rules are available without cost at the Association office. Copies of the Declaration, Bylaw and Rules package is available at a charge of \$75.00, but subject to change. Minutes of Board or Association meetings are available from the Association office at no charge.

Copies of Texas Apartment Association residential condominium lease forms, rental application forms, inventory and condition forms, and pet agreement forms are available without cost at the Association office.

All residents must initial each page of the Rules indicating that they have read and understand the Rules.

## 46.0 CODE OF CONDUCT

For the benefit of all Residents, and in the interest of having maximum ability of Residents to both express their opinions and peaceably enjoy their units and common areas, the Board of Directors has adopted this rule. Officers, directors, owners, residents, and guests will conduct themselves in a neighborly manner when dealing with the Association's officers, directors, committee members, manager, employees, contractors, agents, and other owners, residents, guests, officers, and directors. No person has the right to abuse or unreasonably annoy another or the duty to tolerate unreasonable annoyance or abuse.

### 46.1 PROHIBITED CONDUCT

The following conduct is expressly prohibited in any communication between or among any of the above-described parties:

- 1) Photographing, recording, or video-taping Residents or in the community without their express consent (this is not applicable to monitoring equipment installed or maintained by the Association in or around common areas);
- 2) Verbal abuse;
- 3) Insults, derogatory name-calling, or demeaning comments;
- 4) Cursing or use of racial, ethnic, religious, or gender-related slurs;
- 5) Aggressive and/or threatening behavior;
- 6) Hostile or unwanted touching/physical contact or threats of physical contact;
- 7) Sexual harassment or lewd behavior;
- 8) Posting correspondence on the doors of directors and officers;
- 9) Correspondence, whether oral, written, or electronic, that is deemed in the Board's or manager's sole discretion to be harassing or intimidating (the Board and/or manager may without limitation consider the tone, time, and frequency of correspondence, and whether previous reply has been given to similar correspondence, in determining whether correspondence is harassing or intimidating);
- 10) Suggestive language or other language that is likely to be offensive to an ordinary person;
- 11) Asking Association or management personnel to perform personal errands;
- 12) Noise or other nuisance that unreasonably interferes with a resident's peaceful enjoyment of the community.

**46.2 REQUESTS TO LEAVE**

Any Resident, guest, director or officer who is requested by the Board or managing agent, due to actions in violation of this rule, to leave the manager's office or an Association facility or meeting shall do so immediately.

**46.3 COMMUNICATION WITH THE ASSOCIATION MANAGER OR BOARD**

The Board or manager may require, in their sole discretion and upon notice to a Resident, that all non-emergency communication (emergency being immediate threat to persons or property) from the Resident be in writing and/or in a particular form (such as, without limitation, mail or email). Further, the Association may, upon notice to a Resident, direct the Resident to discontinue all non-emergency communications, and may decline to reply to communications except as required by law. The Board may require all communications to be through the management representative or other Association agent only (may prohibit direct communication with directors or officers). For any situation involving immediate threat of physical harm to persons, 911 should be contacted.

**46.4 COMMUNICATION FROM TENANTS**

All communications related to Association matters should come from owners rather than tenants. The Board or manager, in their sole discretion, may decline to reply to communications from tenants.

**46.5 ASSOCIATION EMPLOYEES/CONTRACTORS**

Residents may not instruct, direct, or supervise the Association's or manager's employees, agents, or contractors unless otherwise directed to do so in writing by the Board. Residents and guests may not harass or interfere with the performance of any duties being performed by the Association's or manager's employees, agents, or contractors.

**46.6 BOARD MEMBER DISAGREEMENT WITH ACTIONS OF THE BOARD**

A variety of opinions is valuable on the Board. However, when a decision is made by Board vote with which any director disagrees, that director shall accept the vote and in no event shall disparage any other director or the Association or Board, or participate in or encourage activities or action contrary to the Board decision or foment, encourage, or participate in opposition to the Board decision. At all times, the overall interests of the Association must be placed above personal interests.

**46.7 FINES/ENFORCEMENT ACTION**

Notwithstanding any other language to the contrary in other Rules, absent resolution of the Board otherwise (The Board may in its discretion pass a resolution setting fines for any specific violation case-by-case, at a higher or lower amount, as it believes appropriate.), a fine in the amount of \$200/violation shall apply to any violation of this Code of Conduct. Owners are responsible for all violations of their unit's residents, guests, and invitees and their tenants and their guests and invitees.

## Towers of Town Lake Condominium Association, Inc. Fines and Fees

**Late Fees:** Monthly Homeowner Assessments and charges are due and payable on or before the 1st of each month. Failure to pay by the end of business on the 10<sup>th</sup> of the month will result in a late fee of \$50.00 or 5% of the unpaid balance, whichever is greater.

**Returned Checks:** A \$30.00 charge for Non-Sufficient Funds (NSF) plus any bank charges. Late fees will also apply.

### Rules Enforcement Procedure and Fine Schedule

Before an Association may levy a fine for violation of the Declaration, Bylaws, or Rules, the Association shall give the unit Owner a written notice that:

1. Describes the violation and states the amount of the proposed fine;
2. States that not later than the 30<sup>th</sup> day after the date of the notice, the unit Owner may request a hearing before the Board of Directors to contest the fine;
3. Allows the unit Owner a reasonable time, by a specified date, to cure the violation and avoid the fine unless the unit Owner was given notice and reasonable opportunity to cure a similar violation within the preceding 12 months;
4. The Association must give notice of a levied fine to the unit Owner not later than the 30<sup>th</sup> day after the levy.

**Violations of the Towers of Town Lake HOA Rules are subject to fines after an Initial warning notice has been sent. Each day of violation may be considered a separate violation if the violation continues after written notice to the Resident. The Board of Directors may vary any fine depending on the special circumstances of each case. The Association may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association may also establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation and should be uniform for similar violations of the same provision of the Governing Documents. Referenced below are various violation charges.**

**Safety or Hazardous Offences:** Immediate fine of \$200.00. Glass in pool area is a safety violation.

**Short-Term Rentals:** Immediate fine of \$1,000.00 per day.

**Parking Violation:** \$25.00 after 1<sup>st</sup> warning, \$200.00 for 2<sup>nd</sup> violation, \$300.00 for 3<sup>rd</sup> violation, \$400.00 for each violation thereafter.

**Driving Violation:** \$25.00 after 1<sup>st</sup> warning, \$200.00 for 2<sup>nd</sup> violation, \$300.00 for 3<sup>rd</sup> violation, \$400.00 for each violation thereafter.

**Noise Violation:** \$25.00 after 1<sup>st</sup> warning, \$200.00 for 2<sup>nd</sup> violation, \$300.00 for 3<sup>rd</sup> violation, \$400.00 for each violation thereafter.

**Balcony Violation:** \$25.00 after 1st warning, \$10.00 per day for each day of continued violation.

**Construction and Contractor Violations:** An initial notice will be sent and a \$100.00 per day fine after the initial notice.

**Keys, Cards, and Building Access Violation:** \$25.00 after 1<sup>st</sup> warning, \$200.00 for 2<sup>nd</sup> violation, \$300.00 for 3<sup>rd</sup> violation, \$400.00 for each violation thereafter.

**Other:** \$200.00 after 1<sup>st</sup> warning, \$200.00 for 2<sup>nd</sup> violation, \$300.00 for 3<sup>rd</sup> violation, \$400.00 for each violation thereafter.

## MAINTENANCE FEES

**Labor Rate:** \$60.00 per man hour with a minimum of ½ hour

**Material Rate:** The cost of material plus shipping if applicable. Plus 20%

There is an after 5:00 pm and weekend maintenance call fee. A \$40.00 per call charge, plus time and a half labor fee. Minimum after hour time charge is one hour.

**Quarterly/BI-Annually A/C Filter Change Program** – Fees vary depending on the size and number of filters. A fee schedule is available upon request from the HOA Management or Maintenance Offices.

**Freight Elevator Ceiling Removal and Replacement -**  
\$75.00

### Access Cards and Devices:

Access Cards - \$15.00

FOB - \$25.00

Clickers - \$50.00 \*please note that there is no buy-back available for any clickers and no returns after 90 days

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IN WITNESS WHEREOF, these Rules has been executed as of the 3<sup>rd</sup> day of March, 2025.

TOWERS OF TOWN LAKE  
CONDOMINIUM ASSOCIATIONS, INC.

By: Jim Furrow

STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on MARCH 3<sup>rd</sup>, 2025 by Jim Furrow as President of the Towers of Town Lake Condominium Association, Inc., for the corporation.

X Sadie St Clair  
Notary Public for the State of Texas

