

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

AMENDMENT, CONSOLIDATION, AND RESTATEMENT OF RULES AND REGULATIONS
OF
GABRIELS OVERLOOK P.O.A., INC.,
(D/B/A GABRIELS OVERLOOK PROPERTY OWNERS ASSOCIATION, INC.)

Document reference. Reference is hereby made to that certain Declaration of Covenants, Conditions, Easements & Restrictions Gabriels Overlook – Section One filed as Document No. 2000025866, that certain Declaration of Covenants, Conditions, Easements & Restrictions Gabriels Overlook – Section Two filed as Document No. 2000061650; that certain First Amendment to Declaration of Covenants, Conditions, Easements & Restrictions Gabriels Overlook – Sections One and Two filed as Document No. 2001003269; that certain Second Amendment to Declaration of Covenants, Conditions, Easements & Restrictions Gabriels Overlook – Sections One and Two filed as Document No. 2004048610; that certain Third Amendment to Declaration of Covenants, Conditions, Easements & Restrictions Gabriels Overlook – Section One and Two filed as Document No. 2005092203; and that certain Declaration of Covenants, Conditions, Easements & Restrictions Gabriels Overlook – Section Five filed as Document No. 2005014178; that certain First Amendment to Declaration of Covenants, Conditions, Easements & Restrictions Gabriels Overlook – Section Five filed as Document No. 2005038090; and that certain (Second) First Amendment to Declaration of Covenants, Conditions, Easements & Restrictions Gabriels Overlook – Section Five filed as Document No. 2005092204; all in the Official Public Records of Williamson County, Texas (cumulatively, and together with any other amendments filed of record, the “**Declarations**”).

Reference is further made to that certain Amendment to Bylaws of Gabriels Overlook Property Owners Association, Inc. and Exhibit “A” thereto, filed as Document No. 2010051471; that certain Amendment to Bylaws of Gabriels Overlook Property Owners Association, Inc., filed as Document No. 2012017818; and that certain Amendment to Bylaws of Gabriels Overlook Property Owners Association, Inc., filed as Document No. 2013077543, all in the Official Public Records of Williamson County, Texas (cumulatively, and together with any other amendments filed of record, the “**Bylaws**”).

Reference is further made to that certain Amendment and Consolidation of Rules and Regulations of Gabriels Overlook P.O.A., Inc., (D/B/A/ Gabriels Overlook Property Owners Association, Inc.) filed as Document No. 2013047554; that certain Adoption of Rules and Regulations of Gabriels Overlook P.O.A., Inc., (D/B/A/ Gabriels Overlook Property Owners Association, Inc.) filed as Document No. 2013116646; that certain Amendment of Rules and Regulations of Gabriels Overlook P.O.A., Inc., (D/B/A/ Gabriels Overlook Property Owners Association, Inc.) filed as Document No. 2017040124; that certain Amendment of Rules and Regulations of Gabriels Overlook P.O.A., Inc., (D/B/A/ Gabriels Overlook Property Owners Association, Inc.) filed as Document No. 2018025653; that certain Amendment of Rules and Regulations of Gabriels Overlook P.O.A., Inc., (D/B/A/ Gabriels Overlook Property Owners Association, Inc.) filed as Document No. 2020018173; Amendment of Rules and Regulations of Gabriels Overlook P.O.A., Inc., (D/B/A/ Gabriels Overlook Property Owners Association, Inc.) filed as Document No. 2020107038; and that certain Notice of Dedicatory Instruments of Gabriels Overlook P.O.A., Inc., (D/B/A/ Gabriels Overlook Property Owners Association, Inc.) filed as Document No. 2021143183; all in the Official Public Records of Williamson County, Texas (cumulatively, and together with any other amendments filed of record, the “**Prior Rules**”). *The Prior Rules are hereby REPLACED and SUPERSEDED by the Rules set forth in this filing.*

WHEREAS the Declarations provide that persons owning residential lots subject to the Declarations are automatically made members of the Gabriels Overlook P.O.A., Inc., d/b/a Gabriels Overlook Property Owners Association (the “**Association**”);

Section 2.01(a) of the Bylaws authorizes the Association’s Board of Directors (the “**Board**”) to adopt and amend rules and regulations governing the property subject to the Declaration. The Board has voted to adopt the additional Rules as provided herein. The following Rules are approved and adopted to replace and supersede the Prior Rules.

WHEREAS the Association, acting through its board of directors (the "Board"), is authorized to adopt and amend rules and regulations governing the property subject to the Declaration and the operations of the Association pursuant to Article II, Section 2.01(a) of the Bylaws and state law; and

WHEREAS the Board has voted to adopt the rules set forth in Exhibit "A" to replace and supersede the Prior Rules. To the extent of any conflict with previously-recorded rules, the rules on Exhibit "A" control.

THEREFORE the attached Amendment, Consolidation, and Restatement of the Rules and Regulations of Gabriels Overlook P.O.A., Inc. has been, and by these presents is, adopted and approved.

GABRIELS OVERLOOK P.O.A., INC.,
Acting by and through its Board of Directors


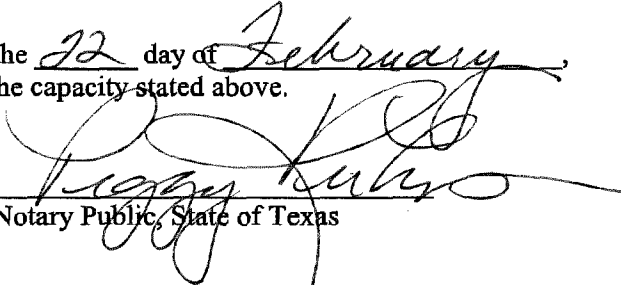

NAME: J.W. ARBEK
TITLE: PRESIDENT

Exhibit "A": Rules

Acknowledgement

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 22 day of February, 2022, by J.W. Arbek in the capacity stated above.


Notary Public, State of Texas

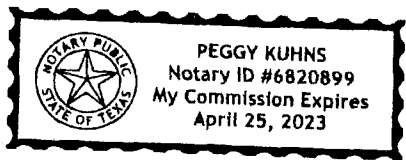


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SECTION I. FLAGS, SIGNS, AND BANNERS**General.**

- A. An Owner may display flags only on his or her Lot and only in compliance with this Section I. An Owner may not display flags on the Common Areas, or on any other lands owned or maintained by the Association, for any reason or at any time. An owner may have one flagpole, or one residence-mounted flag mount, but not both.
 - B. An Owner may affix to the front of his or her primary residence, directly facing a roadway, a single banner. A banner attached to a flagpole will be considered to be a flag.
 - C. An Owner may not display a sign of any kind to the public view from any Lot except that one sign no more than six feet square advertising the property for sale or rent may be display on the Owner's lot
2. **Prior Approval Required for Flag Installations.** All flags, flagpoles, flag mounts, and related installations (e.g., flag lighting) must be approved in advance by the Association's Architectural Control Committee (the "ACC"). An Owner desiring to display a permitted flag must submit plans to the ACC for each installation, detailing the dimensions, type, location, materials, and style/appearance of the flag(s), flagpole, flag mount(s), lighting and related installations. The ACC shall have the sole discretion of determining whether such items and installations comply with this Section I, subject to any appeal rights that may exist elsewhere in the Association's governing documents or under State law.
 3. **Permitted Flags and Banners.** An Owner is permitted to display on his or her Lot the flag of the United States of America, the flag of the State of Texas or any state or territory of the United States, any flag representing historical events pertaining to the United States of America or any state or territory of the United States of America, an official or replica flag of any branch of the United

States armed forces, any official college, university, or local high school flag, an official sports team flag, or decorative flag, subject to the restrictions contained in this Section I.

Display of all other flags is prohibited unless the Owner has received prior approval from the Board of Directors for a limited display of a personal flag that the Board deems to be non-offensive to the community at large. The Board may approve or deny alternate flags in its sole discretion.

4. Additional Requirements Related to Flags.
 - a. Flags must be displayed on an approved flag mount or flagpole. Flags may not be displayed in any other manner.
 - b. The U.S. and Texas flags must be hoisted, flown, and lowered in a respectful manner.
 - c. The U.S. and Texas flags must never be flown upside down and must never touch the ground.
 - d. No mark, sign, insignia, design, or advertising of any kind may be added to a flag.
 - e. If both the U.S. and Texas flags are displayed, they must be of approximately equal size.
 - f. If the U.S. and Texas flags are flown on one pole, the U.S. flag must be the highest flag flown and the Texas flag the second highest.
 - g. Only all-weather flags may be displayed during inclement weather.
 - h. Flags must be no larger than 3'x5' in size.
5. Materials and Appearance of Flag Mounts and Flag Poles. A flag mount attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials (per the discretion of the ACC) used in the construction of the mount or flagpole and harmonious with the dwelling.
6. Additional Requirements for Flagpoles. The following additional requirements shall apply to flagpoles installed on Lots:
 - a. No more than one flagpole may be installed on a Lot;
 - b. The flagpole must be free-standing and installed vertically;
 - c. The flagpole must be no greater than 20 feet in height measured from grade level;
 - d. The location and construction of the flagpole must comply with applicable zoning ordinances, may not be located in any easements (including drainage easements), and comply with all setback requirements;
 - e. Unless otherwise approved by the ACC, the location of the pole must be within 10 feet of one of the side-most building lines of the home. The ACC may require the pole to be installed on a particular side; and
 - f. No trees may be removed for pole installation.
7. Lighting of Flag Displays. Any lights installed for the purpose of illuminating a flag must be pre-approved by the ACC. Such light installations must be of a reasonable size and intensity and placed in a reasonable location, for the purpose of ensuring that the lights do not unreasonably disturb or distract other individuals.
8. Maintenance of Flag Installations. An Owner is responsible for ensuring that a displayed flag, flagpole, flag mount(s), lighting and related installations are maintained in good and attractive condition at all time at the Owner's expense. Any flag, flagpole, flag mount, light, or related installation or item that is in a deteriorated or unsafe condition must be repaired, replaced, or removed promptly upon the discovery of its condition.
9. Noise Restrictions. An Owner must ensure that external halyards (hoisting ropes) used in combination with the flagpole or flag mounts do not create an unreasonable amount of noise.
10. Political Signs, Flags, and Banners During Election Seasons. During the 90 period prior to an election through the ten days following the election, a GO property owner may display on his/her lot signs endorsing candidates or ballot measures, a single flag endorsing a candidate or measure on

the ballot, or a single cloth banner flag endorsing a candidate or measure on the ballot. No political sign, flag or banner shall exceed 3'x 5' in size.

11. **Political Signs.** Political signs shall be limited to one per candidate for each office on the ballot and/or one per measure on the ballot. Signs shall be limited to four feet by six feet in size, shall not contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building material, landscaping, or non-standard decorative component, and shall not contain or incorporate language, graphics, any display that would be offensive to the ordinary person, or any music, sounds or streamers that is distracting to motorists.
12. **Political Flags.** Political flags must be flown on appropriate ACC approved flag mounts or flagpoles. For the purposes of this rule, any material attached to a flagpole will be considered a flag. Failure to properly display an election-based flag may subject the property owner to fines.
13. **Political Banners.** Political banners must be affixed to the front of the primary residence facing the street and shall not contain or incorporate. Language, graphics, or any display that would be offensive to the ordinary person. Failure to properly display an election-based flag may subject the property owner to fines.

SECTION II. SOLAR DEVICES

1. **Conflict with Other Provisions.** Per state law, this Section II controls over any provision in any other Association governing document to the contrary, including the Third Amendment to Section One and Two Declaration provision (1) and the Second Amendment to Section 5 Declaration provision (3) to the extent of any conflict.
2. **Prior Approval Required.** **An Owner may install solar energy devices only on property solely owned and solely maintained by the Owner, and only in accordance with the restrictions provided herein.** Owners may not install solar energy devices except in accordance with the restrictions provided herein. Prior to installation of any solar energy device, the Owner must submit plans for the device and all appurtenances thereto to the ACC. The plans must provide an as-built rendering, and detail the location, size, materials, and color of all solar devices, and provide calculations of the estimated energy production of the proposed devices.
3. **Definition.** In this section, "solar energy device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. All solar devices not meeting this definition are prohibited.
4. **Prohibited Devices.** Owners may not install solar energy devices that:
 - a. threaten the public health or safety;
 - b. violate a law;
 - c. are located on property owned by the Association;
 - d. are located in an area owned in common by the members of the Association;
 - e. are located in an area on the property Owner's property other than:
 - i. on the roof of the home (or of another structure on the Owner's lot allowed under the Association's governing documents); or
 - ii. in a fenced yard or patio owned and maintained by the Owner;
 - f. be installed in a manner that voids material warranties; or
 - g. be installed without prior approval by the ACC.
5. **Limitations on Roof-Mounted Devices.** If the device is mounted on the roof of the home, it must:
 - a. extend no higher than or beyond the roofline;

- b. be located only on the back of the home – the side of the roof opposite the street. The ACC may grant a variance in accordance with state law if the alternate location is substantially more efficient¹;
 - c. conform to the slope of the roof, and have all top edges parallel to the roofline;
 - d. not have a frame, a support bracket, or visible piping or wiring that is any color other than silver, bronze, or black tone commonly available in the marketplace.
6. **Limitations on Devices in a Fenced Yard or Patio.** If the device is located in a fenced yard or patio, it may not be taller than the fence line.
7. **Solar shingles.** Any solar shingles must:
- a. Be designed primarily to:
 - i. be wind and hail resistant;
 - ii. provide heating/cooling efficiencies greater than those provided by customary composite shingles; or
 - iii. provide solar generation capabilities; and
 - b. When installed:
 - i. resemble the shingles used or otherwise authorized for use on property in the subdivision;
 - ii. are more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use on property in the subdivision;
 - iii. match the aesthetics of the property surrounding the Owner's property.

SECTION III. RAIN BARREL AND RAINWATER HARVESTING SYSTEMS

1. **Rain Barrels and Rainwater Harvesting Systems.** Owners may install rain barrels or rainwater harvesting systems only with pre-approval from the Association, and only in accordance with the restrictions described in this Section III.
2. **Prohibited Locations.** Owners are prohibited from installing rain barrels or rainwater harvesting systems, **or any part thereof**, in the following locations:
- a. on property owned by the Association;
 - b. on property owned in common by the members of the Association; or
 - c. on property between the front of the Owner's home and an adjoining or adjacent street.
3. **Pre-Approval Required for All Rain Barrels or Rainwater Harvesting Systems.** Prior to any installation of any rain barrel or rain harvesting system (or any part thereof), prior written permission must be received from the ACC.

Owners wishing to install such systems must submit plans showing the proposed location, color(s), material(s), shielding, dimensions of the proposed improvements, and whether any part of the proposed improvements will be visible from the street, another lot, or a common area (and if so, what part(s) will be visible). The location information must provide information as to how far (in feet and inches) the improvement(s) will be from the side, front, and back property line of the Owner's property.

4. **Color and Other Appearance Restrictions.** Owners are prohibited from installing rain barrels or rainwater harvesting systems that:
- a. are of a color other than a color consistent with the color scheme of the Owner's home;

¹ If an alternate location increases the estimated annual energy production of the device more than 10 percent above the energy production of the device if located on the back of the home, the Association will authorize an alternate location in accordance with these rules and state law. It is the Owner's responsibility to determine and provide sufficient evidence to the ACC of all energy production calculations. All calculations must be performed by an industry professional.

- b. display any language or other content that is not typically displayed by such a barrel or system as it is manufactured; or
 - c. are not constructed in accordance with plans approved by the Association.
5. Additional Restrictions if Installed in Side Yard or Improvements are Visible. If any part of the improvement is installed in a side yard, or will be visible from the street, another lot, or common area, the Association may impose restrictions on the size, type, materials, and shielding of, the improvement(s) (through denial of plans or conditional approval of plans).

SECTION IV. RELIGIOUS DISPLAYS

1. General. The following rule outlines the restrictions applicable to religious displays in order to permit them while also striving to maintain an aesthetically harmonious and peaceful neighborhood for all neighbors to enjoy. Residents may display on the resident's dwelling or the resident's property one or more religious items, subject to the restrictions as set forth below. Allowed religious displays are limited to displays motivated by the resident's sincere religious belief².
2. Prohibited Items. No religious item(s) displayed may:
 - a. threaten the public health or safety;
 - b. violate a law³;
 - c. contain language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content;
 - d. be installed on property owned or maintained by the association or not belonging to the Owner;
 - e. be installed on property owned in common by two or more members of the association;
 - f. be located in violation of any applicable building line, right of way, setback, or easement;
 - g. be attached to a traffic control device, street lamp, fire hydrant, utility sign, pole, or fixture; or
 - h. violate any applicable building line, right-of-way, or easement.
3. Parameters. All religious displays must be located within 10' of the dwelling's frontmost building line (i.e., within 10' of the front I of the dwelling.) Displays may not be located within building setbacks. No portion of the display may extend above the lowest point of the dwelling's front roof line. All displays must be kept in good repair. Displays may not exceed 5' in height x 3' in width x 3' in depth. The number of displays is limited to three. This paragraph 3 shall not apply however to seasonal religious holiday decorations as described in paragraph 4. All displays other than seasonal religious displays must receive prior approval from the association's architectural reviewing body prior to installation, except for up to one display on any exterior door or door frame of the home that is 25 square inches or smaller. For example, and without limitation, no prior permission is required from the association to place a cross, mezuzah, or other similar religious symbol smaller than 25 square inches on the home's front door or door frame. If the dedicatory instruments do not designate an architectural reviewing body (such as an architectural control committee), the approval must be received from the board.
4. Seasonal Religious Holiday Decorations. Seasonal religious holiday decorations are temporary decorations commonly associated with a seasonal holiday, such as Christmas or Diwali lighting, Christmas wreaths, and Hanukkah or Kwanzaa seasonal decorations. The Board has the sole discretion to determine what items qualify as Seasonal Religious Holiday Decorations. Unless otherwise provided by the Declaration, Seasonal Religious Holiday Decorations may be displayed no more than 30 days before and no more than 21 days after the holiday in question.
5. Other Displays. Non-religious displays are governed by other applicable governing document provisions.

² Religion relates to faithful devotion to a god or gods or the supernatural. Religious displays are different than signs or other figures related to a cause. For example "Save the Whales" or other movements/causes are not considered religious displays.

³ Other than a law prohibiting the display of religious speech. Please note that the First Amendment to the U.S. Constitution is not applicable to private organizations like clubs or community associations; the First Amendment protects certain speech from *governmental* restraints.

6. **Removal.** If a religious item(s) is/are in violation of the religious display rules, the Association shall provide notice to the Owner and require the violation to be cured within 15 days of the date of the notice. If the violation is not cured within the 15 days, the Association may remove or cause to be removed any item in violation of the terms and provisions of this policy without further notice.
7. **Alterations to Door or Door Frames.** Any alterations to a residence entry door or door frame to accommodate religious displays must be approved by the Architectural Control Committee (ACC).
8. **Flags and Banners.** Any flags or banners exhibiting religious material must comply with the installation, location, size, and maintenance requirements listed in section I above.
9. **Permanent Displays.** Any permanent religious display on an Owner's property that is visible for any roadway must be approved by the ACC with respect to location, size, color, and material to ensure compliance with the general appearance of the community. Except for prohibited items listed in paragraph (2) above, the ACC shall have no authority to disapprove of the religious content of the permanent display.

SECTION V. RECORD PRODUCTION

1. **Effective Date.** Notwithstanding any language to the contrary and regardless of date of adoption of these rules, the effective date of this Section V is January 1, 2022.
2. **Conflict with Other Provisions.** Per state law, this Section V controls over any provision in any other Association governing document to the contrary.
3. **Request for Records.** The Owner or the Owner's authorized representative requesting Association records must submit a written request by certified mail to the mailing address of the Association or authorized representative as reflected on the most current filed management certificate. The request must contain:
 - a. sufficient detail to describe the books and records requested, and
 - b. an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records.
4. **Timeline for record production.**
 - a. **If inspection requested.** If an inspection is requested, the Association will respond within 10 business days by sending written notice by mail, fax, or email of the date(s) and times during normal business hours that the inspection may occur. Any inspection will take place at a mutually-agreed time during normal business hours, and the requesting party must identify any books and records the party desires the Association to copy.
 - b. **If copies requested.** If copies are requested, the Association will produce the copies within 10 business days of the request.
 - c. **Extension of timeline.** If the Association is unable to produce the copies within 10 business days of the request, the Association will send written notice to the owner of this by mail, fax, or email, and state a date, within 15 business days of the date of the Association's notice, that the copies or inspection will be available.
5. **Format.** The Association may produce documents in hard copy, electronic, or other format of its choosing.
6. **Charges.** Per state law, the Association may charge for time spent compiling and producing all records and may charge for copy costs if copies are requested. Those charges will be the maximum amount then-allowed under the Texas Administrative Code (1 T.A.C. Sec. 70.3). The Association may require advance payment of actual or estimated costs. As of July, 2011, a summary of the maximum permitted charges for common charges are:
 - a. Paper copies – 10¢ per page

- b. CD - \$1 per disc
 - c. DVD - \$3 per disc
 - d. Labor charge for requests of more than 50 pages - \$15 per hour
 - e. Overhead charge for requests of more than 50 pages – 20% of the labor charge
7. Private Information Exempted from Production. Per state law, the Association has **no obligation** to provide information of the following types:
- a. Owner violation history
 - b. Owner personal financial information
 - c. Owner contact information other than the owner's address
 - d. Information relating to an Association employee, including personnel files
8. Existing Records Only. The duty to provide documents on request applies only to existing books and records. The Association has no obligation to create a new document, prepare a summary of information, or compile and report data.

SECTION VI. RECORD RETENTION

1. Effective Date. Notwithstanding any language to the contrary and regardless of the date of adoption of these rules, the effective date of this Section VI is January 1, 2012.
2. Record Retention. The Association will keep the following records for at least the following time periods:
- a. Contracts with terms of at least one year; 4 years after expiration of contract
 - b. Account records of current Owners; 5 years
 - c. Minutes of Owner meetings and Board meetings; 7 years
 - d. Tax returns and audits; 7 years
 - e. Financial books and records (other than account records of current Owners); 7 years
 - f. Governing documents, including Articles of Incorporation/Certificate of Formation, Bylaws, Declaration, Rules, and all amendments; permanently
3. Other Records. Records not listed above may be maintained or discarded in the Association's sole discretion.

SECTION VII. PAYMENT PLANS

1. Omitted
2. Eligibility for Payment Plan.

Standard payment plans. An Owner is eligible for a Standard Payment Plan (*see* Rule 3 below) *only* if:

- a. The Owner has not defaulted under a prior payment plan with the Association in the prior 24-month period;
- b. The Owner requests a payment plan no later than 45 days after the Association mails certified mail, return receipt requested notice to the Owner under Property Code §209.0064 (notifying the owner of the amount due, providing 45 days for payment, and describing the options for curing the delinquency). It is the Owner's responsibility to confirm that the Association has received the Owner's request for a payment plan within this 45-day period. It is recommended that requests be in writing; and

- c. The Association receives the executed Standard Payment Plan and the first payment within 15 days of the Standard Payment Plan being sent via email, fax, mail, or hand delivered to the Owner.

Other payment plans. An Owner who is not eligible for a Standard Payment Plan may still request that the Association's Board grant the Owner an alternate payment plan. Any such request must be directed to the person or entity currently handling the collection of the debt (i.e., the property manager or Association's attorney). The decision to grant or deny an alternate payment plan, and the terms and conditions for any such plan, will be at the sole discretion of the Association's Board.

3. Standard Payment Plans. The terms and conditions for a Standard Payment Plan are:
 - a. Term. Standard Payment Plans are for a term of 3 months.
 - b. Payments. Payments will be made at least monthly and will be roughly equal in amount or have a larger initial payment (small initial payments with a large balloon payment at the end of the term are not allowed). Payments must be received by the Association at the designated address by the required dates and may not be rejected, returned or denied by the Owner's bank for any reason (i.e., check returned NSF).
 - c. Assessments and other amounts coming due during plan. The Owner will keep current on all additional assessments and other charges posted to the Owner's account during the term of the payment plan, which amounts may but need not be included in calculating the payments due under the plan.
 - d. Additional charges. The Owner may be held responsible for reasonable charges related to administering the payment plan (administrative fees include preparation of the plan), and for interest in the amount of ten percent (10%), all of which shall be included in calculating the total amount due under the plan and the amount of the related payments. The Owner will not be charged late fees or other charges related to the delinquency during the time the owner is complying with all terms of a payment plan.
 - e. Contact information. The Owner will provide relevant contact information and keep same updated.
 - f. Additional conditions. The Owner will comply with such additional conditions under the plan as the Board may establish.
 - g. Default. The Owner will be in default under the plan if the Owner fails to comply with any requirements of these rules or the payment plan agreement.
4. Account Sent to an Attorney/Agent for Formal Collections. An Owner does not have the right to a Standard Payment Plan after the 30-day timeframe reference in paragraph 2(b). Once an account is sent to an attorney or agent for collection, the delinquent Owner must communicate with that attorney or agent to arrange for payment of the debt. The decision to grant or deny the Owner an alternate payment plan, and the terms and conditions of any such plan, is solely at the discretion of the Board.
5. Default. If the Owner defaults under any payment plan, the Association may proceed with any collection activity authorized under the governing documents or state law without further notice. If the Association elects to provide notice of default, the Owner will be responsible for all fees and costs associated with the drafting and sending of such notice. All late fees and other charges that otherwise would have been posted to the Owner's account may also be assessed to the Owner's account in the event of a default.

Any payments received during a time an Owner is in default under any payment plan may be applied to out-of-pocket costs (including attorney fees for administering the plan), administrative and late fees, assessments, and fines (if any), in any order determined by the Association, except that fines will not be given priority over any other amount owed but may be satisfied proportionately (e.g. a \$100 payment may be applied proportionately to all amounts owed, in proportion to the amount owed relative to other amounts owed).

6. **Board Discretion.** To the extent allowed by law, the Association's Board may vary the obligations imposed on Owners under these rules on a case-by-case basis as it may deem appropriate and reasonable. No such action shall be construed as a general abandonment or waiver of these rules, nor vest rights in any other Owner to receive a payment plan at variance with the requirements set forth in these rules.
7. **Legal Compliance.** These payment plan rules are intended to comply with the relevant requirements established under Texas Property Code §209. In case of ambiguity, uncertainty, or conflict, these rules shall be interpreted in a manner consistent with all such legal requirements.

SECTION VIII. VOTING

1. **Conflict with Other Provisions.** Per state law, this Section VIII controls over any provision in any other Association governing document to the contrary, including Bylaws Sections 3.15 through 3.17, to the extent of any conflict.
2. **Voting Methods.** In addition to voting methods allowed by the Association's governing documents, notwithstanding any language in the governing documents to the contrary, per state law, the Board of directors of the Association may in its discretion allow voting rights of owners to be exercised in any one or more of the following manners: in person, by proxy, by absentee ballot, or by electronic ballot.
3. **Form of Proxy or Ballot.** The Board may dictate the form for all proxies, ballots, or other voting instruments or vehicles. No form other than the form put forth by the Board will be accepted.
4. **Absentee and Electronic Ballots.** Any absentee ballot must contain notice language as required by state law. Any absentee or electronic ballot will be counted for quorum purposes only for items appearing on the ballot. Any vote cast at a meeting of the Association will supersede any absentee ballot or electronic ballot submitted by the Owner for that proposal. Any vote cast by absentee or electronic ballot will not be counted if the proposal voted on differs from the exact language on the absentee or electronic ballot.

SECTION IX. NOTICE OF BOARD MEETINGS

1. **Effective Date.** Notwithstanding any language to the contrary and regardless of date of adoption of these rules, the effective date of this Section IX is September 1, 2021.
2. **Conflict with Other Provisions.** Per state law, this Section IX controls over any provision in any other Association governing document to the contrary, including Bylaws Section 2.06, 2.07, and 2.09, to the extent of any conflict.
3. **Notice of Board Meetings.** Except as otherwise provided in these rules, all regular and special Board meetings must be open to Owners, and notice of all regular and special Board meetings will be given either:
 - a. By mail to all Owners, at least 10 but no more than 60 days in advance of the meeting; OR
 - b. By, at least 144 hours in advance of any regular meeting and at least 72 hours in advance of a special board meeting:

- i. either posting notice in a conspicuous place in the common area (or with the Owner's permission, a conspicuous place on a private lot), reasonably designed to provide notice to the Association members *or* on an Association website, *or*
- ii. on any internet website available to Association members that is maintained by the Association or management company on behalf of the Association; *and*
- iii. emailing notice to all Owners who have registered their email address with the Association in accordance with these rules.

Notice pursuant to this section must contain the date, hour, place, and general subject of the meeting, including a general description of any matter to be brought up in executive session.

4. Exception to Notice Requirement. The notice described in (3) above is not required if:
 - a. The Board meets by telephone, email, or in any alternate manner whereby all directors speak their opinion and are heard (or the opinion/discussion can be read via email) by all other directors;
 - b. The Board acts by unanimous written consent on routine or administrative matters; *or*
 - c. The meeting is necessary to address an urgent or emergency situation that requires immediate action.

However, notice must be given per paragraph (3) above for any meeting at which the Board discusses or takes formal action (takes a binding vote) regarding: levying a fine; levying a damage assessments; initiation of foreclosure actions; initiation of enforcement actions (except for temporary restraining orders or violations involving a health or safety threat; increases in assessments; levying special assessments; appeals from denials of architectural control approval; or suspending rights of an Owner before the Owner has an opportunity to appear before the Board).

5. Summary of Actions Taken Without Board Meeting. Board actions taken without notice given under paragraph (3) must be summarized orally at the next Board meeting for which notice under paragraph (3) is given, including a summary of any actual or estimated expenditures approved, and documented in the minutes of the next noticed Board meeting.
6. Definition of "Meeting"; Work Sessions. A meeting or other gathering at which one or more Board members is present is not a Board meeting for purposes of this rule unless formal action (a binding vote) is taken by the Board members at such meeting on behalf of the Association. For example, work sessions of the Board, provided no formal action is taken, do not require notice and need not be open to Owners.
7. Executive Session. The Board may exercise the right to adjourn a Board meeting and reconvene in a closed executive session for issues involving personnel matters, pending or threatened litigation, contract negotiations, enforcement actions, confidential attorney communications, matters involving the invasion of owners' privacy, or matters that are to remain confidential by request of the affective parties and agreement of the Board. Decisions made in executive sessions must be summarized orally in general terms, including any expenditures approved, and recorded in the minutes.

SECTION X. TRANSFER FEES

Transfer Fees. In addition to fees for issuance of a resale certificate and any updates or re-issuance of the resale certificate pursuant to Texas Property Code Ch. 207, transfer fees are due upon the sale of any property in accordance with the then-current fee schedule, including any fee charged by the Association's managing agent associated with a transfer of property. It is the owner/seller's responsibility to determine the then-current fees. Transfer fees not paid at or before closing are the responsibility of the purchasing owner and will be assessed to the owner's account accordingly. The association may require payment in advance for issuance of any resale certificate or other transfer-related documentation.

If a resale certificate is not requested and a transfer occurs, all fees associated with the transfer, including association record update fees will be the responsibility of the new owner and may be assessed to the unit's account at the time the transfer becomes known. These fees will be set according to the then-current fee schedule of the association or its managing agent and may be equivalent to the resale certificate fee or in any other amount⁴.

SECTION XI. EMAIL ADDRESSES

1. **Email Addresses.** An Owner is required to keep a current email address on file with the Association if the Owner desires to receive email communications from the Association. Failure to supply an email to the Association or to update the address in a manner required by these rules may result in an Owner not receiving Association emails. The Association has no duty to request an updated address from an Owner, in response to returned email or otherwise. The Association may require Owners to sign up for a group email, email list serve or other such email subscription service in order to receive Association emails.
2. **Updating Email Addresses.** An Owner is required to notify the Association when email addresses change. Such notice must be in writing and delivered to the Association's managing agent by fax, mail, or email. The notice must be for the sole purpose of requesting an update to the Owner's email address. For example, merely sending an email from a new email address, or including an email address in a communication sent for any other purpose other than providing notice of a new email address, does not constitute a request to change the Owner's email in the records of the Association.

SECTION XII. ENFORCEMENT/COLLECTIONS

1. **Purpose.** The Board desires to adopt a standardized Assessment Collection and Enforcement Policy to set forth its determinations on such issues.
2. **Scope.** This policy applies to all members of the Association, said members having a contractual obligation to pay assessments and other charges to the Association under the governing documents of the Association.
3. **The Policy.**
 - a. **Introduction.** The Association's primary source of income is member-paid Assessments, and without such income the Association cannot provide and maintain the facilities and services that are critical to the quality of life of association residents and the protection of property values. The Association has experienced, and expects to continue to experience, situations in which members are delinquent in their obligation to pay Assessments or members are otherwise in violation of the governing documents. Therefore, the Board has adopted, and by these presents does hereby adopt, the Assessment Collection and Enforcement Policy set forth below.

Per the Declaration the Association may collect, and has a lien for all amounts due, including assessments, fees, interests, costs, and reasonable attorney's fees.
 - b. **Due Dates.** All Assessments and other amounts due are due within 30 days of the due date, or if none given, within 30 days of the date the related invoice, ledger, or other notice is sent to the Member.
 - c. **NSF Fees.** Checks, ACH payments, or other type of payment returned for insufficient funds, dishonored automatic bank drafts, or other similar item will result in the assessment of a fee determined by the board from time to time, in the minimum amount of \$30. Late fees shall also be assessed as appropriate.
4. **Delinquency/Collection.** The Gabriels Overlook Declarations of Covenants, Conditions, Easements, and Restrictions Section 2.06 establish that the Annual Maintenance Charge is due on or before April 1 each year; and that if the Annual Maintenance Charge is not paid in full by May 1 of each year, the Annual Maintenance Charge is deemed delinquent and subject to a late charge. Any other amount due (including but not limited

⁴ To the extent of any conflict with any prior transfer fee rule terms, the language of this rule supersedes.

to, other regular assessments, special assessments, damage assessments, fines, and late fees) not paid within 30 days of its due date (or, if none given, within 30 days of the date the related invoice, ledger, or other notice is sent to the member) shall be deemed Delinquent. Delinquencies shall be handled as follows⁵:

- a. Interest, Late Fees, Collection Costs. Delinquencies may be charged interest on the sum owing at the rate of 10% per annum), until paid in full. In addition to interest a late fee in an amount as determined from time to time by the Board may be assessed. The late fee is be \$15/month unless otherwise determined by the board by resolution. Subject to the provisions of paragraphs 4 (c) and 4 (d) below, the owner is responsible for all costs of collection including attorney fees.
- b. 30 days past due, Courtesy Notice. Once an Assessment or other amount due becomes 30 days past due, the Association, acting through its Board, managing agent, or some other Board designee, will email or mail a written notice to the related Member reminding him or her of the amount owed and requiring that it be paid immediately.
- c. 60-90 days past due, Second Notice. When an account is approximately 60-90 days past due, the Association, acting through its managing agent, shall send final notice via certified mail, return receipt requested, which includes the following information:
 - i. Details each delinquent amount, including nature of the charge, date originally assessed, and any interest and/or penalty fees associated therewith;
 - ii. Specifies the total amount required to make the account current to avoid turning the account over to a collection agent;
 - iii. References the Association's Payment Plan detailed in Section VII above and offers the provisions of the payment plan to the Owner;
 - iv. Provides an additional 45 days from the date of the letter for the Owner to cure the delinquency prior to the Association initiating further collection action.
- d. Formal Collection Action; 105 days past due. Once an Assessment is past due for approximately 120 days and the notice described in Section 4(c) above has been sent, the account shall be turned over to the Association's attorney to initiate formal collection action. Unless otherwise determined by the Board, all attorney collection action is pre-authorized, including but not limited to sending a demand letter, filing of a Notice of Lien or similar instrument in the Official Public Records, and initiating and carrying out a foreclosure of the Association's lien against the Lot, all in accordance with state-law notice and procedural requirements.
- e. Power of Sale. In conjunction with the Association's authority granted by the Declaration to foreclose its lien, the Association is vested with a power of sale. The President of the Association may act as trustee for any such sale and is granted the authority to designate one or more agents and/or substitute trustees to exercise the Association's power of sale in conjunction with foreclosure of the Association's lien.
- f. Authority to Vary from Policy. In handling any particular Delinquent Assessment, the Board of Directors retains the authority to vary from this Assessment Collection Policy as may be appropriate given the particular facts and circumstance involved, so long as the related action is in compliance with the Declaration and State law. Variances from policy may include adding additional courtesy letters, or omitting a courtesy letter, provided that at minimum all notice requirements of state law are met.
- g. Priority of Payments Received. A payment received by the Association from a delinquent Owner not in default under an approved payment plan shall be applied to the Owner's debt in the following order of priority:

⁵ The Board may vary from this schedule on a case-by-case basis so long as that decision is based upon facts surrounding the circumstances in question.

1. any delinquent assessment
2. any current assessment
3. any reasonable attorney's fees or reasonable third-party collection costs associated with assessments or any other charge that could be the basis for foreclosure
4. any reasonable attorney's fees incurred by the Association not subject to subdivision (3) above
5. any reasonable fines assessed by the Association
6. any other reasonable amount owed to the Association

If an Owner is in default under an approved payment plan, the Association is not required to apply payments in the order noted above but a fine assessed by the Association may not be given priority over any other amount due.

5. Non-monetary violations.

- a. Notices of Violation: Prior to levying a property damage assessment against an owner, fining an owner, or suspending the owner's usage rights to the common area due to a violation, the association shall comply with the notice requirements of Ch. 209, Texas Property Code.

The management company shall, upon becoming aware of a violation(s) of the deed restrictions, send first a courtesy warning letter requesting compliance. If compliance is not achieved in response to a courtesy letter, the management company shall send a letter certified mail, return receipt giving notice of the violation(s) in accordance with Ch. 209, Texas Property Code.

The Board may deviate from this standard procedure, including instructing the managing agent to omit or add courtesy warning(s), in its sole discretion.

- b. Damage assessment; enforcement costs. The association may assess the Owner's account for any damages caused by the Owner, or the Owner's residents, tenants, guests or invitees. The owner may be held responsible for all enforcement costs, including attorney's fees.
- c. Fines. If the violation is not cured by the deadline given in the certified mail notice described in subsection (a), a fine shall automatically be levied. Fine amounts shall be as determined by the board or according to below-described fine schedule.

Standard Fining Schedule

Introduction

In order to encourage compliance with the architectural, use and environmental standards governing our community, the Board has established a General Schedule of Fines for uncorrected violations of the Declarations governing the Gabriels Overlook subdivision. These fines are in addition to other legal remedies available to the Association under its governing documents and state law, including but not limited to the right to file suit, to levy fees or charges for delinquent payments, and to seek reimbursement for legal fees or property damage repair expenses. Typically, the Association will issue violation notices and fines according to the General Fine Schedule. However, the Board reserves the right to vary from the General Fines Schedule, including as to which notice will be sent and the amount of any fine, as it deems appropriate on a case-by-case basis, excepting that an owner will always be entitled to a 30-day cure period in the event of a First Violation.

General Fine Schedule

(1) First Violation – warning letter. An owner is charged with a First Violation when neither the owner nor any person for whom the owner is responsible has committed the same or a similar violation in the preceding six months. In the event of a First Violation, a warning letter will be sent to the owner giving

notice of the violation and requesting that it be cured within 30 days of the date on the notice or, in the case of a violation that is a one-time event, requesting that it not be repeated. No fine will be assessed in conjunction with a warning letter, but the notice may clarify that the owner will be subject to a fine if the violation is not cured in a timely manner.

(2) Second Violation -- \$50.00. An owner is charged with a Second Violation when the owner has already been charged with (i.e., held responsible for) a First Violation that is the same or a similar violation and the related cure period has lapsed. In the event of a Second Violation, a fine of \$50.00 will be levied. The owner shall be provided a reasonable opportunity to cure the violation and avoid the fine if (i) required by state law; or (ii) the Board, in its sole discretion, decides to grant the owner that opportunity.

(3) Third Violation -- \$100.00. An owner is charged with a Third Violation when the owner has already been charged with (i.e., held responsible for) a Second Violation that is the same or a similar violation. In the event of a Third Violation, a fine of \$100.00 will be levied, and the owner will be warned that any continuation or repeat of the violation will subject the owner to a fine of \$100.00 or more and potential legal action by the Association.

(4) Fourth Violation -- \$100 or more and Legal Action. An owner is charged with a Fourth Violation when the owner has already been charged with (i.e., held responsible for) a Third Violation that is the same or a similar violation. In the event of a Fourth Violation, a fine of \$100.00 or more will be levied and the issue will be turned over to an attorney for appropriate legal action, with all reasonable attorney's fees being charged to the owner.

Other Provisions

(5) State law applies. All fine notices and procedures will be in compliance with state law, including Section 209 of the Texas Property Code. To the extent that this Fine Policy may conflict with state law, state law shall control.

(6) Opportunity to cure and avoid fine. As provided in Section 209 of the Texas Property Code, if a fine is levied against an owner, the owner must be given a reasonable period of time to cure the violation, and thereby to avoid having to pay the fine, unless the owner was given notice and opportunity to cure a similar violation within the preceding six months. Given that the General Fine Schedule calls for initial warning letters (with no fines) that provide notice of the violation and a 30-day opportunity to cure, a subsequent violation (i.e., a Second Violation) occurring within six months will not trigger any legal right to cure the violation and avoid the fine. The Board may, however, as it deems appropriate, provide an opportunity to cure and avoid any fines, in spite of no legal obligation to do so. (Note: If a violation carrying a legal right to cure and avoid a fine is a one-time event – i.e., by its nature, not on-going or repeating, and thereby not technically “curable” – then the notice should provide that the fine is suspended unless and until the same or a similar violation is committed by the owner or someone for whom the owner is responsible.)

(7) Hearings. Owners shall be notified of their right, if any, to request a hearing before the Board to discuss and verify facts concerning a violation and fine, as further provided in Section 209 of the Texas Property Code. Such a request must be submitted in writing to the Board care of the property manager within the timeframe provided by state law (i.e., within 30 days of receipt of the notice of violation).

(8) Due dates. Fines and/or property damage charges are due and payable on the date provided in the notice, on the date by which a hearing must be requested, or upon the vote of the Board to uphold any levied fine or charges, whichever is later.

(9) Ongoing violations. For ongoing violations, each day, week, or other stated period of time that the violation continues, may be treated as a repeat violation subject to an additional fine.

- d. **Authority of agents.** The management company, Association attorney, or other authorized agent of the Association is granted authority to carry out this standard enforcement and fining procedure absent express direction otherwise from the Board, without further vote or action of the Board. This authority notwithstanding, the management company or Association attorney shall communicate with the Board and/or certain designated officers or agents on a routine basis with regard to enforcement actions, and the Board reserves the right to establish further policies with regard to enforcement efforts generally and to make decisions about particular enforcement actions on a case-by-case basis if and when it deems appropriate.
- e. **Self Help.** If a violation of the deed restrictions that can be cured or partially cured by self-help is noted, any management company retained by the Association shall have the authority without further Board action, unless otherwise directed on a case by case basis by the Board, to pursue the self-help remedy (such as force mows, trash removal, etc.) as provided in the governing documents of the Association (See Declaration Section 3.06, requiring 15 day notice of intent to undertake lot cleaning (force mow, etc.) on behalf of owners). All such amounts incurred, per the declaration, represent a lien on the owner's lot.

SECTION XIII. INDEMNIFICATION

The Association shall indemnify its directors and officers and former directors and officers to the maximum extent allowed by law.

SECTION XIV. LANDSCAPING

Landscaping in Gabriels Overlook

Philosophy: Gabriels Overlook has been established and maintained as an attractive residential neighborhood. The Declarations of Covenants, Conditions, Easements and Restrictions (CCE&Rs) for Sections One, Two and Five establish numerous conditions intended to preserve an "upscale" appearance, including, but not limited to, the structure and appearance of all buildings, appearance and construction of fences, placement of boats, trailers, recreational vehicles and unused vehicles, restrictions on placement of signs, antennae, and outside clothes lines, the requirement that all Lots to be kept clear of unsightly weeds, grass, brush and refuse. The Declarations also empower the Board of Directors of the Property Owners Association (POA) to enforce the conditions and restrictions established therein and to manage and enhance any other functions pertaining to the well-being of the subdivision.

The visual appearance of the Lots and common areas of Gabriels Overlook are a significant factor in the preservation of an attractive, well-maintained neighborhood. Accordingly, the planning for, development and maintenance of proper landscaping are appropriate items of concern and oversight for the POA as represented by the Board.

Landscaping Overview: The area encompassed by the common areas and residential lots of Gabriels Overlook consists of several distinct types of terrain, including flat and level acreage, rocky hillsides, wooded or partially wooded Lots, drainage creeks and gullies, river banks, and/or some combination of all of the above. Additionally, the drop in the level of properties from the front of the community to the properties at the southern boundary on the South San Gabriel River create drainage issues throughout the neighborhood, particularly in rainy periods. Finally, with over 300 property owner members, there exists a variety of landscaping tastes and styles, which include detailed and complex landscape arrangements, less structured lawn and shrubbery configurations, and minimalist xeriscaping and wildscaping configurations which include native and adaptive plants suited to the environmental conditions, including owners' preferences for fostering and propagating Texas wildflowers with limited interference in the growing and reseeding cycles of those native plants.

It is the intent of the Board of Directors to accommodate the varied terrain structures and members' landscape style preferences within the specific and implied constraints of the Declarations to maintain a clean, orderly, and attractive neighborhood environment that will sustain the community's property values.

Gabriels Overlook Landscaping Definitions and Requirements: Landscape arrangements in Gabriels Overlook may include, subject to compliance with the rules contained herein:

- Traditional lawns with appropriately bordered flower and/or mulch beds
- Native turf lawns that are only watered by rain
- Heavily wooded areas: These are areas on a Lot than have not been cleared and remain substantially in their natural state due to practical restrictions such as steep hillsides, rocky drainage areas, and general inaccessibility.
- Xeriscaped zones: Xeriscaping means using native and adaptive plants that can grow and sustain themselves with low water requirements and tolerate heat and drought conditions. While the POA will allow the use of drought-resistant landscaping and water conserving natural turf, xeriscaping does not mean zero water and zero maintenance.
- Wildscaped zones: Wildscaping is defined as semi-managed areas on a Lot where most of the plants grown are native plants that will attract and benefit wildlife such as birds.
- Wildflower zones: Wildflower zones are well defined areas where substantial volumes of wildflowers are deliberately allowed to grow and thrive. Sporadic groupings of single or several wildflowers spread throughout a traditional lawn arrangement do not constitute valid wildflower zones.

Landscape Plan Approval: Prior to initiating landscaping of a newly developed Lot or all alterations to Lots or any improvements existing on Lots, including landscape alterations, the homeowners must submit plans and specifications detailing the proposed installation to the Architectural Control Committee (ACC). (However, replacement of dead or dying landscape with plants of the same size and type does not require prior approval. But adding beds, changing a bed to a xeriscape or wildscape area, and other such changes require prior approval).

For traditional lawn configurations, a rough sketch of the proposed plan will suffice, although if more detail provided, the ACC would have a better perspective of the landscaping vision. Due to area limitation detailed below, for xeriscape and wildscape configurations, the request must include a to-scale design plan, as well as details on the types of plants, the ground covers (including color and materials), weed barriers, the bordering or edging material(s), the hardscape materials (including color), setbacks, irrigation system, and dimensions (dimensions of beds, approximate size of plants, size of any rocks, and other such details.) It is recommended but not required that plans be drawn by a licensed landscape architect to increase the chance of approval of plans without changes being required. The ACC may request additional information or changes to the plans before final approval. Installation of any proposed xeric landscape may not begin until the ACC has approved the request.

Any new or altered landscape configuration should be designed to avoid altering the natural water flow on the Lot.

Xeriscape and Wildscape Zone Restrictions: Xeriscape and wildscape areas (see below for wildscaping description) may not in total constitute more than 35% of the visible area of the Lot. (Visible area is defined as any portion of a Lot that is visible from any adjoining street; except for corner Lots, any area behind the principle building on a Lot will generally be considered not a visible area.) What constitutes a xeriscaped area will be determined in the discretion of the ACC, for example, standard sized mulch ring around the base of a tree will not be included as a xeriscaped area. The exact requirements/limitations for Xeriscape coverage may vary from property to property and is dependent on the specific plan submitted.

Artificial turf is prohibited absent a variance from the ACC, which may be granted or denied in the sole discretion of the ACC. However, the ACC shall have no authority to approve artificial turf in any area between the front-most building line of a Lot and the street.

Wildscape areas may be seeded with wildflowers, contain approved rock features, or other design as approved by the ACC. Wildscape areas must be bordered or edged with an approved bordering or edging material to define the wildscape area clearly from other areas of the Lot. Wildscape areas must always be kept in a neat and attractive manner, including weed control — these are not “no maintenance” areas.

Xeriscape and Wildscape Design Requirements: Color and texture of the planted areas and inert areas are an important design aspect. Color and texture should be seen to flow neatly from one area of the yard to another. Extensive areas of “desert” or “barren” appearance must be avoided in order to preserve the aesthetic compatibility with the neighborhood. Large areas may not be composed of a single material; for example, any

areas of bare mulch must be interspersed with plants. The ACC may in its discretion prohibit water features, urns, and other man-made ornamentation. The xeriscape landscaping may not alter drainage patterns on a Lot, and owners must ensure that no crushed granite or other such runoff runs into a neighboring Lot or the street.

Soils in xeriscape areas should either be altered to fit the plants, or plants selected to fit the soil. Efficient irrigations systems must be planned. Irrigation for xeriscapes zones must be different than for turf zones. Owners should select plants and zones in accordance with the amount of light, wind and moisture available in the designated yard area. Organic mulches such as bark chips should be applied at least 3" deep and should be maintained at all times at least 2" deep. Inorganic mulches such as crushed rock should be applied at least 3" deep and should be maintained at all times at least 2" deep.

Any hardscape areas (e.g., areas of mulch, decomposed granite, or other such ground cover) must contain an appropriate weed barrier.

Plants: It is recommended to use plants adapted to the pH soil conditions created by the non-turf materials used. i.e., don't use acid loving plants along with alkaline crushed limestone covering, whereas acid loving plants would do well with a ground hardwood mulch covering and native plants would do well with limestone or crushed granite. Sickly and dying plants must be promptly removed or replaced.

Hardscapes, rock, gravel, cactus: The ACC may prohibit or limit the size and number of hardscape items including boulders. The ACC may prohibit or limit installation of rock ground cover (including gravel and crushed/decomposed stone). The ACC may prohibit or limit installation of cacti.

Borders: Non-turf planted areas must be bordered or edged with an approved bordering/edging material to define the xeriscaped or wildscape area clearly from other areas. Such areas must always be kept maintained (plants trimmed and thinned, planted areas weeded, and borders edged) to ensure an attractive appearance. No plants may encroach onto sidewalks, curbs, or streets.

Safety: No plant with thorns, spines, or sharp edges may be used within 6 feet of a sidewalk or a street.

Wooded, Uncleared Lot Zones: To ensure that pedestrian traffic along roadways shall not be hampered by any ruts, rocks or other debris as well as potentially dangerous rodents, reptiles, insects and other wildlife, uncleared wooded zones on any Lot shall not be closer than 20 feet from any street.

Wildflower Zones: Wildflower zones are defined as areas containing substantial clusters of wildflowers in close proximity. Lawns or areas of lawns with sporadic distributions of only a few wildflowers will not be considered wildflower zones. The determination of valid wildflower zones shall be at the discretion of the Board of Directors. Subject to the conditions noted below, wildflower zones may not in total constitute more than 35% of the visible area of the Lot. (In the event a Lot contains both a wildflower zone and a separate xeriscape or wildscape zone, the total area of the zones shall not exceed 50% of the visible area of the Lot.) To ensure adequate safe passageway for pedestrian traffic along roadways, wildflower zones on any Lot shall not be closer than 10 feet from any street. Wildflower zones in visible areas must be defined by a distinct border; while hard bordered zones are preferable for visibility purposes, a distinct mowed border will suffice. Once a border around a wildflower zone is determined in a growing season, that border shall be maintained throughout that growing season.

General Maintenance of Lots: All Lots, both vacant and improved, including areas between a Lot and the street, must be maintained in a neat and attractive appearance. This includes, without limitation, keeping the Lot clean and clear of unsightly weeds, grass, brush and refuse. Dead or dying landscaping, including trees and shrubbery, must be removed, including in uncleared wooded zones.

In order for a Lot, including those with native grass lawns, to be considered free of unsightly weeds and grass, weeds must be reasonably controlled and the Lot (all landscape portions except approved non-turf areas such as wildscape or xeriscape areas) must be mowed on a regular basis depending on the time of year, including along fence lines, to maintain a grass level not to exceed 8 inches on the entirety of every Lot. Areas that are not visible from streets must

also be kept mowed to keep unwanted rodents and reptiles from accessing abutting Lots. Although the lack of visibility prevents regular inspection by the POA's management company, owners on Lots abutting unmowed and unkempt areas not visible for the streets may notify the POA through the management company of the unacceptable Lot condition, thus triggering a warning and possible fine for failure to maintain the property properly.

Visible areas on Lots that are 250 feet or more from any Gabriels Overlook roadways may be exempt from routine mowing if the owners of any Lots abutting the unmowed area have no objection to the area being unmowed and the Owner has received approval from the POA or the ACC. (Note however, that the GO Conditions, Covenants, Easements and Restrictions do require that all fence lines must be mowed and kept clean of weeds, trash and garbage at all times, irrespective of their visibility or distance from any roadway.) Should a change in ownership of the abutting Lot(s) occur, the new owner(s) may object to the unmowed status and the area will require regular mowing. Access areas to flag lots must be maintained by regular mowing or with rock, gravel, or mulch beds along their length regardless of their distance and visibility from any roadway. Mowing exemptions for other areas on flag lots must be approved by the Board of Directors.

Repairs (including painting, replacement of rotting wood, and other repair items necessary to maintain the appropriate aesthetics of the property) must be performed in a timely manner. No condition may be allowed to remain on a Lot which represents a safety hazard, an unsightly condition, or an annoyance to others (including no brush piles and no trash or other debris on a Lot.) The ACC in its sole reasonable discretion will determine whether a condition violates the maintenance standards.

Xeric and Wildscape Zone Maintenance: Xeric and wildscape landscapes are subject to the same requirements as other landscaping and must always be maintained to ensure an attractive appearance. Xeriscape and wildscape designs are not intended to be "zero maintenance"; in fact, they often require more effort than turf throughout the year. Plants must be trimmed, weeds must be controlled, and borders must be edged. Leaves and other debris must be removed on a regular basis to maintain a neat and attractive appearance. Perennials which die back during winter must be cut back to remove dead materials during winter. This includes most ornamental grasses and other flowering perennials which go dormant to the ground in winter.

Wildflower Zone Maintenance: In addition to maintaining discrete border around wildflower zones, the zones should be kept free of unsightly weeds and other grasses that detract from the appearance of the wildflowers.

In recognition of the State Flower status of bluebonnets, a mowing exception for bluebonnet zones will be granted. Per the Texas Department of Transportation guidelines, "As a rule of thumb, when the dead brown foliage offsets the floral color display, the area can be mowed." The exemption will run from October 1 of each year (to allow for seeding) through the time when the dead brown foliage offsets the floral color display, but in no case later than June 15 of the subsequent year. A mowing exception for wildflower zones other than bluebonnets will also be granted during the spring growing season until the dead brown foliage offsets the floral color display but no later than June 15. Determination of the prevalence of dead brown foliage vs. the floral color will be at the discretion of the POA Board of Directors and its management company. The Board of Directors may extend the June 15 mowing date under unusual circumstances – see below. If such an extension is granted, notice will be provided to all Owners and a new mowing date will be provided.

The Board of Directors may appoint a Wildflower Advisory Committee (WAC) to assist in the annual determination and maintenance of acceptable wildflower areas on GO Lots. At least one member of the Board of Directors shall be a member of the WAC. The WAC responsibilities shall be as follows:

- Upon receipt by the Board of a request for a Wildflower mowing exemption, the WAC shall review the proposed wildflower mowing exemption zone, including if necessary or appropriate a visitation by one or more of the WAC members with the Lot Owner, and advise the Board of Directors as to the acceptability of the proposed exemption.
- During the wildflower growing season, members of the WAC shall make periodic inspections of the exempted wildflower zones to ensure that the areas remain properly bordered and properly maintained with regard to weeds, leaves and other debris and shall advise the Board in the event corrective actions

are necessary. The WAC shall also identify any wildflower areas that are visible and have not been granted an exemption and provide that information to the Board of Directors.

- At the request of the Board of Directors, the WAC may review a proposed wildflower area to determine if the area contains sufficient wildflower distribution to merit consideration as a valid wildflower area and to advise the Board regarding its determination.
- At the request of the Board of Directors, the WAC shall inspect a specific wildflower zone to determine if the wildflower area no longer contains sufficient blooming flowers to merit a continued exemption and provide such advice to the Board.
- All official communications respecting the duties of the WAC to the Board shall be by written instrument (hard copy or electronic).

Property owners wishing a wildflower mowing exemption must submit a request in written form (email is acceptable at BOD@gabrielsoverlook.org) and receive written approval from the Board of Directors. Upon receipt of the exemption request, the Board will require the WAC contact the requesting owner to discuss the request and generally to arrange a visit to the property to visually verify the proposed wildflower area.

The exemption must be requested for each growing season. A visit to the property by WAC members will not be necessary for property owners who have previously consistently maintained wildflower zones within the rules established herein. Bluebonnet or wildflower exemptions may be revoked should the bluebonnet or wildflower area not be maintained in accordance with these rules. Prior to revocation, the POA will provide to the Lot owner a notice of failure to comply with the provisions herein and provide the Lot owner 10 days to remedy the deficiency. Failure of the owner to effect such remedy may result in the issuance of a fine in accordance with the POA fine policy.

The June 15 mowing deadline for bluebonnets and other wildflowers shall be absolute and owners with bluebonnet or wildflower zones (approved or otherwise) will not be issued individual warning letters. Owners will have 15 days after June 15 to mow the bluebonnet or wildflower zones without incurring a fine. Owners who fail to mow the zones by July 1 will be subject to fines per the POA fine policy.

In the event of unusual weather patterns that cause the wildflower growing season to begin and end very early or very late, the Board of Directors, with the advice of the WAC, may accelerate or delay the mowing date. Also, any Owner may request a specific exemption for wildflower zones that persist beyond the annual mowing date if the wildflowers represent a substantial cluster and are substantially in bloom and not mostly dead, brown foliage. The determination of such an exemption shall be solely at the discretion of the Board of Directors with the advice of the WAC.

SECTION XV. ARCHITECTURAL CONTROL COMMITTEE DEPOSIT FEE

Road maintenance and repair are a major ongoing concern for Gabriels Overlook. To assure that Owners and their contractors do not cause uncompensated damage to GO roadways during major projects (not including the initial construction of the primary residence on a lot), the Architectural Control Committee (ACC) will require that a \$500.00 deposit be submitted with the request for project approval if the project requires any of the following:

- Dump Trucks
- Concrete Trucks
- Semi-Truck & Trailers
- Bobtail Trucks
- Bobcats, Backhoes, or other similar heavy equipment
- Deposits of dirt, sand, rock or gravel adjacent to GO roadways to permit access to the lot or for other use in the proposed project

Upon completion of the approved project, the Owner should so notify the ACC. The ACC will visually inspect the roadways adjacent to the lot on which the project was completed to ensure that there was no roadway damage associated with the project beyond expected wear. If there was no identifiable damage, the deposit will be returned to the Owner.

If the ACC determines that damage to the roadway was created, the ACC will assess the Owner for the cost of repair and withhold that cost from the security deposit. Any excess will then be returned to the Owner. If cost of repair exceeds \$500, the Owner will be liable for the excess costs above \$500.

SECTION XVI. PRIVATE ROADWAY RULES

Overview: The roadways within Gabriels Overlook (GO) are private, owned and maintained by the Association. The private roadways are intended for use by motorized vehicles designed for usage on public roadways (not designed for off-road use except for UTVs as noted below). Unless otherwise defined in this document, all capitalized terms shall have the meaning set forth in the Declarations.

Prohibited Vehicles: Operation of motorized vehicles not designed for use on public roadways is strictly prohibited. For purposes of example only, operation of the following vehicles on the private roadways is prohibited: dirt bikes, unlicensed motorized scooters, Segways, unlicensed motorbikes, all-terrain vehicles (ATVs), and riding lawn mowers.

Golf Carts and Utility Task Vehicles (UTVs): Notwithstanding, operation of golf carts and UTVs on the private roadways is permitted subject to the terms herein. The Association's rules for golf carts and UTVs mirror state law requirements for golf carts and UTVs operated on public roads. Golf carts and UTVs must be operated safely at all times. Golf carts and UTVs must be operated by licensed drivers. Golf carts and UTVs must have the following equipment: headlamps, tail lamps, reflectors, parking brake, and mirrors and have posted the GO numbered sticker noted below.

As a condition of operating a golf cart or UTV on the GO private roads, any owner must sign and submit to the Association a waiver and release in a form promulgated by the Association and provide a \$5.00 registration fee. Upon receipt of the waiver and release and registration fee, the Association shall provide two numbered stickers to the owner which must be posted in a visible area on the front and rear of the golf cart or UTV. Golf cart owners who have provided the signed waiver and release prior to the effective date of this amended rule are exempt from the \$5.00 registration fee but must sign the revised waiver and release form and post the GO numbered stickers on their vehicle.

Speed Limit and Traffic Rules: The speed limit throughout the Subdivision is 30 miles per hour, or any lesser speed posted on signage in the community. All vehicles must abide by stop signs and other traffic signage and rules including speed limit. All vehicles must be operated by licensed drivers.

Enforcement: In order to encourage compliance with the Private Roadway Rules, the Board has established a Traffic Fine Schedule for violations of the Private Roadway Rules. This fine schedule supersedes the Standard Fining Schedule of the Association in cases of violations of the rules concerning Private Roadways. All fine notices and procedures will be in compliance with state law, including Chapter 209 of the Texas Property Code. To the extent this rule conflicts with state law, state law shall control.

An owner in violation of these Private Roadway Rules will first be given a warning. If an owner has received a warning for a Private Roadway Rule violation within the preceding six months, and commits another violation of the Private Roadway Rules, a fine will automatically issue in the amount of \$200 per violation. Owners are responsible for all violations of residents, including tenants, and guests and invitees of the household.

| | |
|--------------------|--------------------------|
| First Violation: | Warning Letter |
| Repeat Violations: | \$200 fine per violation |

SECTION XVII. POOL ENCLOSURE FENCING

1. "Pool enclosure" means a fence that:
 - a. surrounds an existing approved water feature including a swimming pool or spa;

- b. consists of transparent mesh or clear panels set in metal frames;
 - c. is not more than 6' tall at any point; and
 - d. is designed not to be climbable.
2. Subject to this rule, owners may install a pool enclosure around a water feature located solely on property wholly owned by the owner.
 3. All pool enclosures must be black in color absent express approval of alternate color(s) by the architectural reviewing body of the association. The architectural reviewing body may approve an alternate color but has no duty to do so.
 4. All pool enclosures must consist of transparent mesh set in metal frames absent express approval of an alternate construction design by the architectural reviewing body. The architectural reviewing body of the association may approve an alternate construction design but has no duty to do so.
 5. All pool enclosures must be maintained in a neat and attractive condition.
 6. All plans for any pool enclosure must first be submitted to the architectural reviewing body for approval and approved by the architectural reviewing body prior to construction. All architectural requirements of the dedicatory instruments shall also apply, except to the extent expressly in conflict with this rule.

SECTION XVIII—SECURITY MEASURES

1. **General.** The following rule outlines the restrictions applicable to security measures in order to permit them while also striving to maintain an aesthetically harmonious and peaceful neighbor for all neighbors to enjoy. "Security measure" means any improvement designed to prevent criminals' access to the home or criminal acts involving the home. In the event of a question as to whether a requested installation is a security measure, the answer will be determined by the board in its sole reasonable discretion.
2. **Cameras.** Owners may not place cameras in any area other than their own lot. For example, owners may not install cameras in any common area of the association. All cameras must be mounted on the owner's home⁶, may not extend above the lowest portion of the roof line and may not extend from the façade of the home more than 2'. Cameras must be oriented so as to capture as little of a neighbor's property as reasonably possible⁷.
3. **Perimeter fencing.** Perimeter fencing when used in this Section means any ground-mounted fence or portion thereof that is installed on near a boundary line of the lot and that is installed in a contiguous manner around the entirety of the lot boundaries. Perimeter fencing does not include ornamental fencing. Ornamental fencing is defined as any fencing of which any portion thereof is less than 48" in height. A gate in a fence is part of the fence for all purposes considered. Except to the extent expressly provided in other dedicatory instruments, the association may prohibit any fencing other than perimeter fencing. All fencing including perimeter fencing must receive prior written approval from the association's architectural review body. With regard to fencing adjacent to a street, alley, or other through-way, the association may require a particular setback so as to maintain a more uniform aesthetic.

Unless otherwise approved in writing by the architectural reviewing body, all security fencing in the front yard (any portion of fencing in line with or in front of the front-most building line of the home) must consist of ornamental wrought iron or metal fencing, all portions of such fencing must be black in color, and must have the following specifications: pickets 1.75" square; rails 1.5" square; standard posts 2.5" square; picket spacing of at least 3" and not more than 4"; post spacing at least 8' on center; height of between 48" and 60"; no ornamentation (for example no picket tops or rail tops); no slats, planks, or other solid material.

⁶ For example, cameras may not be mounted on a pole in the yard.

⁷ For example, Ring-type doorbell cameras often incidentally capture portions of properties across the street. This is not disallowed. .

4. **Parameters; Plans and specifications.** Prior to installation of any security measure, owners must submit plans and specifications including dimensions, colors, materials, and proposed location on the owner's lot, scaled in relation to all boundary lines and other improvements on the lot. Plans must be submitted to the association's architectural review body, and owners must receive prior written approval prior to installation of any improvements. All proposed installations must be of a type, including materials, color, design, and location, approved by the architectural reviewing body. The architectural reviewing body may require or prohibit the use of specific materials, colors, and designs and may require a specific location(s) for the security measure. If the dedicatory instruments do not designate an architectural reviewing body (such as an architectural control committee) the approval must be received from the board.)

SECTION XIX. BID PROTOCOL FOR PROJECTS EXCEEDING \$50,000

In the event that the association proposes to contract for services that contemplate more than \$50,000 in expenditures in a single contract scope of work⁸, the association will solicit bids or proposals in accordance with the provisions of this Section. The board or manager acting on behalf of the board shall use good faith effort to obtain at least three bids⁹ for the project based on a consistent scope of work presented to the would-be bidders. The board will review any bids and make a final decision on to whom to award the contract. Among the factors the board may consider in its discretion when making its decision are: experience, reputation, pricing, past dealings, availability, warranties offered, ongoing warranties, and any other factor that the board in its reasonable discretion considers relevant. The board and manager will be deemed to have used good faith effort to obtain three bids if an agent of the association has submitted a bid request to at least three vendors and given each vendor at least seven days to submit a bid or proposal. Notwithstanding, multiple bids need not be solicited if after good faith efforts multiple service providers cannot be found, or if using a different service provider would void one or more warranties.

SECTION XX. LEASING INFORMATION

To the extent leasing is authorized under other dedicatory instruments, in addition to any other information required by any dedicatory instrument to be provided regarding leasing, the following information must be provided to the Association within seven days of the owner entering into any lease for the owner's property:

- *contact information including name, mailing address, phone number and email address for each person who will reside at the property (all tenants and occupants); and
- *the commencement date and term of the lease

SECTION XXI. LOOSE ANIMALS AND ENFORCEMENT

Overview: The Declaration requires that all dogs, cats, and other animals shall be contained within an Owner's lot lines by a fence. Additionally, animals shall not be permitted outside of an Owner's fenced yard area except when on a leash. (Dec. 1.18) Unless otherwise defined in this document, all capitalized terms shall have the meaning set forth in the Declarations.

Enforcement: In order to encourage compliance with the Declaration, the Board has established a Loose Animal Fine Schedule for violations of the Declaration related to animal containment. This fine schedule supersedes the Standard Fining Schedule of the Association in cases of violations of the restrictions concerning animal containment. All fine notices and procedures will be in compliance with state law, including Chapter 209 of the Texas Property Code. To the extent this rule conflicts with state law, state law shall control.

An owner in violation of the Animal Containment provisions will first be given a warning. If an owner has received a warning for an Animal Containment violation within the preceding six months, and commits another violation of the Animal Containment restrictions, a fine will automatically issue in the amount of \$200

⁸ This protocol is n/a, for example, to a contract payable monthly which over a number of months or years may eventually result in \$50,000 or more in expenditures.

⁹ But recognizing that it is not feasible to obtain bids from parties who choose not to bid, is not required to obtain three bids and is only required to make good faith effort to attempt to do so.

per violation. Owners are responsible for all violations of residents, including tenants, and guests and invitees of the household. First Violation: Second Violation: Third Violation: Fourth Violation:

Warning Letter
 \$100 fine per violation
 \$200 fine per violation
 \$300 fine per violation and/or legal action.

SECTION XXII. CONSTRUCTION RULES

There rules apply to all construction activity on a lot (including new homes, additions, and remodels). All owners are responsible for making sure their contractors comply with these rules. Owners are responsible for all violations of any association governing document committed by themselves, their residents, guests, tenants, and invitees (including contractors, subcontractors, or any other party performing work for the Owner on the Owner's lot.)

Each property owner is responsible for reading and following all of the recorded POA restrictions and terms and conditions of the Unimproved Property Earnest Money contract, or any other purchase contract executed by the Owner.

The Board of Directors is authorized to take enforcement action, including imposing monetary fines, for any violations of the restrictions of the community, including those related to building, and for any damages caused to the roads or right-of-way in Gabriel's Overlook. All violation notices will be sent to the property owner of record, not the builder.

REQUIRED APPROVAL PROCESS FOR HOMEBUILDER AND CONTRACTOR:

*****All homebuilders, including both new construction and renovation or alteration contractors, in Gabriels Overlook MUST be on a pre-approved list or approved on a case-by-case basis after owners submittal as outlined below. *****

All homebuilders and contractors selected by an Owner to build, improve, renovate, or alter a Residence on the Owner's Lot must receive the prior written approval of the Board. In addition to other requirements noted herein, the Owner shall be required to provide the following documentation to the Board for review and approval or disapproval prior to any construction of a Residence or improvement, renovation, addition or alteration on a Lot or a Residence:

1. Name and ownership of the homebuilder or contractor.
2. Specific locations where the homebuilder or contractor is building homes in the Austin area.
3. Price range of new homes built by the homebuilder or contractor in the Austin area.
4. History of the homebuilder or contractor in the Austin area (length of time in business, previous building businesses, etc.).
5. Specific addresses of residences constructed by the homebuilder or contract similar to the Owner's proposed Residence, including any other homes the homebuilder has constructed in Gabriels Overlook.

The Board shall consider the required documentation, as well as any additional documentation and information submitted by the Owner and/or the homebuilder or contractor or otherwise obtained by the Board, in the review and approval and/or disapproval of the homebuilder or contractor. The Board shall have the responsibility and authority to approve or reject the requested homebuilder or contractor, based on the sole discretion of the Board. **The Board may consider any factor in approving or rejecting the requested homebuilder or contractor, including, without limitation: the history, experience, ownership and construction activities of the homebuilder or contractor; the performance of the homebuilder or contractor under contracts; the financial ability of the homebuilder or contractor; and any current or prior violations of the homebuilder of the Declaration, the Bylaws, Rules, and any other governing documents, laws or regulations.**

The Board may in its discretion maintain a list of pre-approved homebuilders and/or contractors. If the proposed homebuilder or contractor is on the pre-approved list, the requisites of Board pre-approval may be met by the Owner's written notice to the Board of the name of the homebuilder or contractor and the Board's subsequent written confirmation to the Owner that the homebuilder or contractor is currently pre-approved.

The Board may for any reason revoke or suspend the approval of any homebuilder or contractor (i) as to pre-approved status at any time, and (ii) as to any particular Residence or Lot at any time prior to the commencement of significant construction activities on such Residence or Lot. Any homebuilder or contractor already selected by an Owner to build, improve, renovate, or alter a Residence on the Owner's Lot at the time of this rule's adoption may be prohibited by the Board from performing work on that Owner's particular Residence or Lot at any time prior to the commencement of significant construction activities on the Residence or Lot.

HOURS; ENTRY: Construction hours within Gabriel's Overlook are limited from 7:00 a.m. to 7:00 p.m. daily. Work done outside these times must receive PRIOR WRITTEN approval from the Gabriel's Overlook Architectural Control Committee. Requests must be submitted at least 24 hours in advance. Work may not be performed outside of the 7:00-7:00 working hours without receipt of prior written permission from an authorized representative of the ACC. Also, the property owner/builder must contact gate@gabrielsoverlook.org for a gate code. The name of the contractor(s), the type of services and dates the code will be needed must be supplied before a code will be provided. All contractors must use gate codes provided by the HOA specifically for contractors – owners who have already been issued a gate code may not share that gate code with construction contractors.

This code will only work during construction hours. A new code will be issued once construction of the home is complete. Tailgating is prohibited through the gate – every vehicle must enter its own code. Gates are normally kept closed during the day so the only way to have access is with a code.

STABILIZED CONSTRUCTION ENTRANCE; DRAINAGE: Before construction begins, there must be a stabilized construction driveway (SOLID ROCK SURFACE) laid down if a paved driveway has not yet been constructed. The builder and all workers on the Lot must use only this one access point across the rock construction (or paved driveway) entrance, thereby reducing the chance he/she tracks mud onto the road. Roads must be power washed as necessary and cleaned only with hand shovels or brooms; machinery is not allowed to scrape the road surface for cleaning. Bar ditches or other drainage elements may not be filled in or otherwise altered except as expressly approved in writing by the ACC in accordance with plan approval for the construction. For example, filled bar ditches may not be used as entry point to a lot. Ditches must be kept cleaned and clear at all times to allow water flow.

ACCESS POINTS; RESPONSIBILITY FOR DAMAGE: The Ingress/Egress point must be on the owner's lot only. The lot may only be accessed through the lot itself – no entry or exit is permitted through a neighbor's lot unless prior WRITTEN permission is received from the neighbor, with a copy provided to the ACC. An owner will be held responsible and liable if workers damage a neighbor's lot or the community roads, rights of way, or other property in any (including tire rutting, dirt in the road, damage to the road, damage to the entrance gate, tree damage on common area or other lots, and any other damage). Responsibility for damage will be assessed in the sole reasonable discretion of the Board.

SILT FENCING AND ROCK BERMS: Silt fencing down-grade from the construction site is required for the entire length of the lot, unless otherwise approved in writing by the ACC, before construction can begin. If rock berms are located on the lot, they are permanent and must be maintained (i.e., cleaned).

UTILITIES: Utilities (electric, telephone, etc.) must be underground from the street to the residence.

REVEGETATION: Owners must restore and re-vegetate the road shoulder and bar ditches from the front lot line to the edge of the pavement promptly (within 14 days) after construction completion. This must be done on the lot in question and any neighbor's lots where contractors have crossed a lot with written permission from the neighbor.

TRASH AND TOILETS: All trash from the job site must be contained, not be allowed to blow around the subdivision and must be removed immediately. Trash containers must be provided on site to contain all trash on the lot. Unless otherwise approved in writing by the ACC (for smaller, remodel type jobs not involving heavy trash loads, exceptions may be considered) trash containers must consist of a metal, commercial-grade dumpster of at least a 30-yard size, serviced by a commercial dumpster service (BFI, TDS, etc.). Any trash container must not be allowed to be over-filled, and all construction trash must be placed in the dumpster or other approved trash receptacle and not allowed to accumulate on the Lot. Unless otherwise approved in writing by the ACC, (for smaller, remodel type jobs where a contractor is working primarily inside an already- constructed home, exceptions may be considered) every job site must have a port-a- toilet before construction begins and maintain the port-a-toilet in good working order until construction is complete.

DRIVEWAYS: If you are installing a concrete “dip” driveway to cross the bar-ditch instead of a culvert, the top of the concrete driveway must be flush with the ground so that your driveway does not block water flowing in the bar ditch. If a culvert is being installed, please see item 1.04 in the restrictions for the minimums, however, in most cases, the minimum pipe size will not carry the water in the bar ditch. The design and size of any pipes in the right of way must be designed by an engineer. If a pipe is undersized and water runs on the roadway, the owner will be responsible for rebuilding the driveway to protect the integrity of the roadway, and responsible for all damage to the roadway and right of way.

RIGHT-OF-WAY: Sprinkler pipes and sprinkler heads may be put in the road right-of-way at an owner’s own risk and expense. When water ditches are cleaned out, sprinkler pipes and heads may be damaged or destroyed. The Association is not responsible for any damage to pipes and heads in this area. Any additional costs incurred by the Association due to the presence of heads in the right-of-way may be assessed to the Owner. In lieu of putting sprinkler heads in this area, rotary heads can be put behind a Lot’s front property line, spraying towards the road to water the grass in that area.

NEW RESIDENCE PLAN APPLICATION FEE. A plan review fee¹⁰ of \$315 is due and payable as a condition of plan review by the Architectural Committee for any new residence. Payment of this fee must accompany submittal for new residence construction plans.

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¹⁰ See also Declaration (Third Amendment), which makes submittal of this fee a requirement.

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2022032523

Pages: 28 Fee: \$130.00

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Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas