

**REVISED
COMMUNITY RULES
OF
DEL CORONADO AT GREENRIDGE

FOR OWNERS AND RESIDENTS OF

DEL CORONADO AT GREENRIDGE
4150 Old Omen Road
Tyler, Texas 75707**

September 15, 2014

Adopted by

DEL CORONADO AT GREENRIDGE OWNERS ASSOCIATION, INC

Distributed by

NWP MANAGEMENT, LLC

**REVISED COMMUNITY RULES
OF
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**REVISED COMMUNITY RULES
OF
DEL CORONADO AT GREENRIDGE**

Adopted September 15, 2014

These INITIAL COMMUNITY RULES OF DEL CORONADO AT GREENRIDGE are adopted by the Board of Directors of (the "**Association**"), for the benefit of Owners and Residents of del Coronado at Greenridge. These Community Rules are the "Rules" defined in Article I of the Declaration of Covenants, Conditions, and Restrictions for del Coronado at Greenridge (the "**Declaration**") that is or will be recorded in the real property records of Smith County, Texas.

These Rules are in addition to the provisions of the Declaration and Bylaws. By owning or occupying a Dwelling, each Owner and Resident agrees to abide by these Rules and to comply with the obligations of Owners and Residents under the Declaration and Bylaws of del Coronado at Greenridge. Each Owner and Resident acknowledges that these Rules are subject to change.

Words and phrases defined in the Declaration have the same meaning when used in these Rules. In the event of a conflict between the Documents, the hierarchy of authority is as follows: Declaration (highest), Bylaws, and se Rules (lowest). The Association's Board of Directors is empowered to interpret, enforce, amend, and repeal these Rules.

A. COMPLIANCE

1. Compliance. Each Owner will comply with the provisions of these Rules, the other Documents, and policies adopted by the Board to supplement these Rules, as any of these may be revised from time to time. Each Owner, additionally, is responsible for compliance with the Documents by the occupants of his Dwelling, and his or their respective relatives, invitees, tenants, agents, employees, or contractors. If a Rule requires or prohibits conduct by an "Owner" or "Resident," each of those terms is deemed to include the other, and applies to all persons for whom an Owner or Resident is responsible. Again, the Owner is ultimately responsible for compliance by all persons using or related to his Dwelling. An Owner should contact the Association if he has a question about these Rules.

2. Additional Rules. Each Resident must comply with any rules and signs posted from time to time on the Property by the Association. Each Resident must comply with notices communicated by the Association, from time to time, in the nature of seasonal or temporary rules, or notice of a change affecting use of the Property. Posted and temporary rules are incorporated in these Rules by reference.

3. Right to Enforce. The Association has the right to enforce these Rules against any person on the Property.

4. Waiver. Circumstances may warrant waiver or variance of these Rules. To obtain a waiver or variance, an Owner must make written application to the Board. The Board's approval of a waiver or variance must be in writing, and may be conditioned.

B. OBLIGATIONS OF OWNERS AND RESIDENTS

1. Safety. Each Resident is solely responsible for his own safety and for the safety, well-being, and supervision of his guests and any person on the Property to whom the Resident has a duty of care, control, or custody.

2. Damage. An Owner is responsible for any loss or damage he causes to his Dwelling, other Dwellings, the personal property of other Residents or their guests, or to the Common Areas and improvements.

3. Association Does Not Insure. A person assumes full risk and sole responsibility for placing his personal property in or on the Property. Each Owner and Resident is solely responsible for insuring his personal property in the Dwelling and on the Property, including his furnishings and automobile. THE ASSOCIATION STRONGLY RECOMMENDS THAT ALL OWNERS AND RESIDENTS PURCHASE AND MAINTAIN INSURANCE ON THEIR PERSONAL BELONGINGS.

4. Risk Management. An Owner may not permit anything to be done or kept in his Dwelling or the Common Areas that is illegal or that may result in the cancellation of insurance on the Property.

5. Reimbursement for Enforcement. An Owner must promptly reimburse the Association for any expense incurred by the Association to enforce the Documents against the Owner, his Dwelling, or persons for whom the Owner is responsible.

6. Reimbursement for Damage. An Owner must promptly reimburse the Association for the cost of damage to the Property caused by the negligent or willful conduct of the Owner or persons for whom the Owner is responsible.

7. No Garage or Yard Sales. Without the Board's prior written permission, no person may conduct on the Property a sale or activity that is advertised or attractive to the public, such as "garage or yard sales." This section does not apply to marketing the sale or rental of a Dwelling, unless combined with a prohibited activity.

8. Supervision of Minors. For their own well-being and protection, persons who are legally incompetent or younger than eighteen (18) years must be under the general control and supervision of their parents or guardians at all times while on the Property. Persons who have not attained the chronological or mental age of thirteen (13) years must at all times be in the actual company of a person at least thirteen (13) years old who is responsible for their well being. A person under thirteen (13) years may not be left unattended in a Dwelling at any time. After nightfall, unless accompanied by a parent or legal guardian, persons under eighteen (18) years may not be on the General Common Areas.

C. OCCUPANCY STANDARDS

1. **Numbers.** The maximum occupancy of a Dwelling is limited to two persons per bedroom.
2. **Danger.** No Dwelling may be occupied by a person who constitutes a direct threat to the health or safety of other persons, or whose occupancy would result *in* substantial physical damage to the property of others. [Fair Housing Act]
3. **Occupancy Defined.** Occupancy of a Dwelling, for purposes of these Rules, means occupancy in excess of thirty (30) continuous days or sixty (60) days in any twelve (12)-month period.
4. **Term of Lease.** A Dwelling may not be leased for hotel or transient purposes. Less than the entire Dwelling may not be leased.
5. **Written Leases.** Each lease must be in writing. At the Associations request, an Owner must give the Board a copy of each lease and lease renewal.

D. GENERAL USE AND MAINTENANCE OF DWELLING

1. **Residential Use.** Each Dwelling must be used solely for residential use, and may not be used for commercial or business purposes, except as permitted in the Declaration. This restriction does not prohibit a Resident from using his Dwelling for personal business or professional pursuits, provided that: (a) the nonresidential use is incidental to the Dwelling's residential use; (b) the use conforms to all applicable laws and ordinances; (c) there is no external evidence of the nonresidential use; and (d) the nonresidential use does not entail visits to the Dwelling by the public, employees, suppliers, or clients.
2. **Annoyance.** A Resident may not use his Dwelling in a way that: (a) annoys occupants of neighboring Dwellings; (b) reduces the desirability of the property as a residential community; (c) endangers the health or safety of other Residents; or (d) violates any law or any provision of the Documents.
3. **Maintenance.** An Owner, at his expense, will maintain his Dwelling and keep it in good repair. The Owner maintains, repairs, and replaces sheetrock and surface treatments on all perimeter walls, floors, and ceilings, regardless of the source of damage to the walls, floors, and ceilings.
4. **Report Malfunctions.** A Resident will immediately report to the Board his discovery of any leak, break, or malfunction in any portion of the Property which the Association has a duty to maintain. A Resident who fails to promptly report a problem may be deemed negligent, in which case the Owner is liable for any additional damage caused by the delay.

5. Glass. Each Owner, at his expense, must promptly repair and replace any broken or cracked glass in his Dwelling's windows and doors, regardless of the source of the damage.

6. Utility Equipment. Each Owner, at his expense, will maintain, repair, and replace the water heating and air heating and cooling equipment serving his Dwelling.

7. Combustibles. A Resident may not store or maintain, anywhere on the Property -including within a Dwelling -- explosives or materials capable of spontaneous combustion.

8. Cable. A Resident who subscribes directly to cable service is solely responsible for maintaining that subscription and the appurtenant equipment. A Resident who obtains cable service through the Association is responsible for the proper use, maintenance, and return of cable connections or equipment. No additional exterior cable lines may be connected to the Dwelling.

9. Fireplaces. No material other than wood may be used in any fireplace. Expressly prohibited is the use of artificial, paper, or wax-impregnated logs. Fireplaces may not be used without a closed grate. Small quantities of firewood may be stored on patios.

10. Utilities. A Resident will try to conserve the use of utilities furnished through the Association, including water consumption within his Dwelling.

11. Frozen Water Pipes. If a Dwelling has water lines in exterior walls, it is the duty of the Owner and Resident to protect the water lines from freezing during winter months. Between November 1 and March 25 of any year, a Dwelling with water lines in exterior walls may not be left unheated. During periods of anticipated below-freezing temperatures, water lines in exterior walls should be allowed to drip continuously, and cabinets enclosing plumbing lines should be left ajar. Dishwashers on exterior walls should not be used during and immediately after periods of extreme cold. Failure by an Owner or Resident to monitor the local weather and take appropriate precautions may be deemed negligence.

E. GENERAL USE AND MAINTENANCE OF COMMON ELEMENTS

1. Intended Use. Every area and facility in the Property may be used only for its intended and obvious use. For example, sidewalks and driveways are used exclusively for purposes of access, not for social congregation or recreation.

2. Grounds. Unless the Board designates otherwise, Residents may not use or abuse the landscaped areas, lawns, beds, and plant materials on the General Common Areas. The following are expressly prohibited: digging, planting, pruning, and climbing.

3. Abandoned Items. No item or object of any type may be stored, placed, or maintained anywhere on the General Common Areas, except by the Board or with the Board's prior written consent. Items of personal property found on General Common Areas are deemed abandoned and may be disposed of by the Board.

4. Fires. Except for barbecue fires as permitted by these Rules, there may not be any exterior fires on the Property. The Board reserves the right to prohibit or restrict the use of all or certain outdoor cooking grills if, in the Board's discretion, the grills constitute a fire hazard. If the use of outside grills is permitted, (a) open fires must be supervised at all times; (b) gas tanks must be properly used and maintained; (c) no flames may be higher than the cooking surface; and (d) a grill may not be used near combustible materials.

5. Private Yards. The use of a yard area appurtenant to a Dwelling as a Limited Common Area is subject to the following:

a. The Board may specify types of plant material that may be installed or permitted to remain, and may require the removal of certain plants.

b. An Owner may not change the established drainage pattern without the Board's prior approval.

c. An Owner must keep the yard area clean, free of debris, and attractive.

6. Yard Access. If the only outside access to a private yard is through the private yard of an adjoining Dwelling, the Owner of the adjoining Dwelling will provide access to his gate and through his yard on request and at reasonable times.

7. Patio. A Resident will maintain his patio and private yard in a clean manner. A patio may be enclosed and screened, subject to ACC approval but may not be used for storage purposes. If the Board determines that a patio or private yard is unsightly, the Board may give the Owner notice of the problem and a reasonable time period in which to correct it, after which the Board may take corrective action at the Owner's expense.

F. COMMUNITY ETIQUETTE

1. Courtesy. Each Resident will endeavor to use his Dwelling and the Common Areas in a manner calculated to respect the rights and privileges of other Residents of the Property.

2. Annoyance. A Resident will avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other Residents or their guests, or the Association's employees and agents.

3. Noise and Odors. Each Resident must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb Residents of other Dwellings.

4. Reception Interference. Each Resident will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception on the Property.

5. No Personal Service. The Association's employees and agents are not permitted or authorized to render personal services to Residents. Each Resident agrees that the Association is not responsible for any item or article left with or delivered to the Association's employees or agents on behalf of the Resident.

G. ARCHITECTURAL CONTROL

1. Exteriors. Without the written approval of the Board, an Owner or Resident may NOT change, remodel, decorate, destroy, or improve the exteriors of buildings or the grounds, nor do anything to change the appearance of the Property.

2. Prohibited Acts. Without the Board's prior written approval, a person may not:

a. Post signs, notices, or advertisements on the Common Areas or in a Dwelling if the sign is visible from outside the Dwelling.

b. Place or hang an object in, on, from or above any window, interior window sill, fence, or patio that, in the sole opinion of the Board, detracts from the appearance of the Property.

c. Hang, shake, or otherwise display linens, clothing, towels, rugs, shoes, mops, bedding, or other similar items from windows, doors, fences, or patios.

d. Erect or install exterior horns, lights, speakers, aerials, antennas, or other transmitting or receiving equipment, or cause anything to protrude through an exterior wall or roof. Antennas may be mounted inside attics.

e. Place decorations on exterior doors or fences, or on General Common Areas.

f. Enclose or cover a patio or private yard area.

g. Install or construct a storage shed, satellite dish, antenna, or any another improvement in a yard area without express and additional approval of exact location.

3. Window Treatments. An Owner MAY install window treatments inside his Dwelling, provided:

a. The window treatment, including drapes, blinds, shades, or shutters, must appear to be clear, white, or neutral when viewed from outside the Dwelling;

b. Aluminum foil and reflective window treatments are expressly prohibited;
and

c. Window treatments must be maintained in good condition, and must be removed or replaced if they become stained, torn, damaged, or otherwise unsightly in the opinion of the Board.

4. Board Approval. To obtain the Board's written consent for an alteration or modification, an Owner must submit to the Board complete plans and specifications showing the nature, kind, shape, size, materials, colors, and location for all proposed work, and any other information reasonably requested by the Board. The Board's failure to respond to the Owner's written request within ninety-one (91) days after it receives the Owner's request may be construed as no objection to the proposed changes. See Article 10 of the Declaration.

H. VEHICLE RESTRICTIONS

1. Number of Vehicles. Because of the limited amount of parking on the Property, the Residents of a Dwelling, collectively, may keep no more than 1 vehicle per bedroom on the Property on a reoccurring basis. For example, Residents of a two (2)-bedroom Dwelling may park up to two (2) vehicles on the Property, including the garage area, regardless of the number of persons or licensed drivers occupying the Dwelling.

2. Permitted Vehicles. To be permitted on the Property, a vehicle must be operable, and must display a current license tag and inspection sticker. For purposes of these Rules, vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles. The following are not permitted on the Property without the Board's consent: trailers, boats, recreational vehicles, buses, large commercial trucks, industrial vehicles.

3. Garage. It is imperative that each Resident maintain his Dwelling's vehicle parking areas as such. A Resident must use his garage for the parking of operable vehicles. No garage may be enclosed or used for any purpose that prevents the parking of the maximum number of vehicles for which it was constructed. Garage doors must be kept closed at all times, except when a vehicle is entering or exiting. The Association is not responsible for the maintenance and replacement of garage door openers.

4. Repairs. Repairs, restoration, or maintenance of vehicles is prohibited on driveway and in off-street parking areas, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.

5. One Space. Each vehicle must be parked straight-in (not angled or sideways), so that it does not occupy more than one parking space. Parking spaces must be used for parking purposes only.

6. Proper Placement. No vehicle, including motorcycles, may be driven, parked, or placed anywhere on the Property except in designated parking areas and on paved driveways. Motorcycles may not be chained to buildings, garage, fences or any other part of the Property, unless designated for that purpose.

7. Nuisances. Each vehicle must be muffled and must be maintained and operated to minimize noise, odor, and oil emissions. The use of car horns on the Property is discouraged. No vehicle may be kept on the Property if the Board deems it to be unsightly, inoperable, inappropriate, or otherwise in violation of these Rules.

8. Private Fire Lanes/Obstructions. The driveways in the Property are private fire lanes

and utility easements on which parking of vehicles is prohibited at all times. No vehicle may be parked in a manner that impedes or prevents ready access to the Property, driveways, garages, or parking spaces. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard. No vehicle may be parked, even temporarily, in spaces reserved for others or in any area designated as "No Parking."

9. Visitor Spaces. The Property has a limited number of parking spaces. The use of unassigned and visitor parking spaces must be rotated, may not be used for storage of vehicles, and may not be used consistently by the same driver or vehicle. No person or vehicle may use the same unassigned or visitor space more than two (2) twenty-four (24)-hour periods out of every three (3) twenty-four (24)-hour periods. The Board may designate some of the unassigned off-street parking spaces as "visitor spaces," for use by guests of Residents.

10. Violations. A vehicle in violation of these Rules *may* be stickered, wheel-locked, towed, or otherwise removed from the Property by the Board, at the expense of the vehicle's Owner. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for Rules violations.

I. TRASH DISPOSAL

1. General Duty. Resident will endeavor to keep the Property clean and will dispose of all refuse in receptacles designed specifically for that purpose. Resident may NOT litter Common Areas.

2. Trash Pick-Up. A Resident must keep himself informed about the days and times of trash pick-up. The Board may determine, from time to time, the period of time during which Residents' trash receptacles may be curbside. If the Board fails to determine time period, trash receptacles may not be put curbside more than twelve (12) hours before the estimated time of trash pick-up, and must be removed from the Common Areas within twelve (12) hours after trash pickup.

3. Hazards. Resident may NOT store trash inside or outside his Dwelling in a manner that may permit the spread of fire, odors, or seepage, or encouragement of vermin. Before discarding coals, ashes, logs, or other materials used in barbecue grills or fireplaces, Resident will ensure that the debris is thoroughly cold.

4. Excess Trash. Resident will place trash entirely within the proper receptacle, and may NOT place trash outside, next to, or on top of that receptacle. If a receptacle is full, the Resident should locate another receptacle or hold his trash. A Resident must arrange privately for removal of discarded furnishings or any unusually large volume of debris.

J. PETS

1. Subject to Rules. A Resident may not keep or permit on the Property a pet or animal of any kind, at any time, except as permitted by these Rules and the Documents.

2. Permitted Pets. Subject to these Rules, a Resident may keep in his Dwelling not more than two (2) house pets -- two (2) cats, or two (2) dogs, or one (1) cat and one (1) dog. Permitted house pets include domesticated dogs, cats, caged birds, and aquarium fish.

3. Prohibited Animals. No Resident may keep a dangerous or exotic animal, pit bull terrier, trained attack dog, or any other animal deemed by the Board to be a potential threat to the well-being of people or other animals. No animal or house pet may be kept, bred, or maintained for any commercial purpose.

4. Indoors/Outdoors. No pet is allowed on General Common Areas unless carried or leashed. No pet may be leashed to a stationary object on the Common Areas.

5. Limited Dog Privilege. Dogs may be kept in fenced yards only if they do not disturb or annoy people on the Property. The Board is the sole arbiter of what constitutes a disturbance or annoyance. If the Board determines that a dog disturbs people, the Board may permanently revoke the privilege of keeping the dog in the fenced yard. Thereafter, the dog must be maintained inside the Dwelling. This privilege may be extended to a cat that is physically incapable of climbing the fence or leaving the fenced yard. No dog or cat may be heavier than 100 pounds.

6. Disturbance. Pets must be kept in a manner that does not disturb another Resident's rest or peaceful enjoyment of his Dwelling or the Common Areas. No pet may be permitted to bark, howl, whine, screech, or make other loud noises for extended or repeated periods of time.

7. Damage. A Resident is responsible for any property damage, injury, or disturbance his pet may cause or inflict. Resident must compensate any person injured by his pet. A Resident who keeps a pet on the Property is deemed to indemnify and to hold harmless the Board, the Association, and other Owners and Residents, from any loss, claim, or liability of any kind or character whatever resulting from any action of his pet or arising by reason of keeping or maintaining the pet on the Property.

8. Pooper Scooter. No Resident may permit his pet to relieve itself on the Property, except in areas designated by the Board for this purpose. Resident is responsible for the removal of his pet's wastes from the Common Areas. The Board may levy a fine against a Dwelling and its Owner each time feces are discovered on the Common Areas and attributed to an animal in the custody of that Dwelling's Resident.

MISCELLANEOUS

1. Security. The Association may, but is not obligated to, maintain or support certain activities within the Property designed to make the Property less attractive to intruders than it otherwise might be. The Association, its Directors, committees, Members, agents, and employees, will not in any way be considered an insurer or guarantor of security within the Property, and may not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each Owner, Resident, guest, and invitee on the Property assumes all risk for loss or damage to his person, to his Dwelling, to the contents of his Dwelling, and to any other of his property on the Property. The Association expressly disclaims and disavows any and all representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security systems, equipment, or measures recommended, installed, or undertaken within the Property.

2. Right to Hearing. An Owner may request in writing a hearing by the Board regarding an alleged breach of these Rules by the Owner or any person for whom the Owner is responsible. The Board will schedule a hearing within thirty (30) days after receiving the Owner's written request. At the hearing, the Board will consider the facts and circumstances surrounding the alleged violation. The Owner may attend the hearing in person, or may be represented by another person or written communication.

3. Mailing Address. An Owner who receives mail at an address other than the address of his Dwelling must maintain with the Association his current mailing address. Notifications of change of name or change of address should be clearly marked as such. All notices required to be sent to Owners by the Documents may be sent to an Owner's most recent address as shown on the records of the Association. If an Owner fails to provide a forwarding address, the address of that Owner's Dwelling is deemed effective for purposes of delivery.

4. Revision. These Rules are subject to being revised, replaced, or supplemented. Owners and Residents are urged to contact the management office to verify the Rules currently in effect on any matter of interest. These Rules will remain effective until ten (10) days after an Owner of each Dwelling has been sent, by first class mail, notice of the amendment or revocation of these Rules.

5. Other Rights. These Rules are in addition to and in no way whatsoever detract from the rights of the Association under the other Documents and the laws of the State of Texas.

6. Preparer. These Rules were prepared in the office of NWP Management, LLC 4411 Old Bullard Rd. Ste.600 Tyler, TX 75703 by the Board of Directors of del Coronado at Greenridge Owners Association, Inc.

7. Effective Date. These Rules are effective on the date of execution.

CERTIFICATE

I hereby certify that the foregoing Revised Community Rules for Owners and Residents of del Coronado at Greenridge was adopted by the current Board of Directors of DEL CORONADO AT GREENRIDGE OWNERS ASSOCIATION, INC, a Texas nonprofit corporation and planned unit development association, at its organization meeting or by unanimous written consent in lieu of the organizational meeting.

SIGNED this 15th day of October 2014.

DEL CORONADO AT GREENRIDGE
OWNERS ASSOCIATION, INC

By: Sue Adams
Sue Adams, President

THE STATE OF TEXAS §

§

COUNTY OF SMITH §

This instrument was acknowledged before me on the 15 of October, 2014 by Sue Adams, President of del Coronado at Greenridge Owners Association, Inc., a Texas nonprofit corporation and planned unit development association, on behalf of the Association.

Jennifer Hilton
Notary Public in and for
The State of Texas



Jennifer Hilton
Notary's Name: Typed or Printed

My Commission Expires:

4-5-16

Filed For Record in:
Smith County, Texas
On Oct 16, 2014
at 01:46P

Receipt #: 707667
Recording: 74.00
Doc/Num : 00043006
Doc/Type: Recordings - Land
Deputy - Suni Whittaker

I hereby certify that this
instrument was filed and duly
recorded in the Official
Records of Smith County, Texas

Karen Phillips
County Clerk

