

Summary of Proposed Changes to the Mueller Community Manual

May 15, 2026

The Mueller Master Board is considering adopting the attached Mueller Community Manual to adopt changes to the rules that govern our community. The changes are generally intended to accomplish the following:

- Provide an easily understandable collection of community rules and policies in a single, accessible document (“Community Manual”).
- Clarify existing requirements found in the Governing Documents (Master/Mixed-Use/EC-TC covenants and bylaws, supplemental covenants).
- Remove redundant provisions and rules that are addressed by City of Austin ordinances (*e.g.*, street parking).

The prior rules and regulations were adopted by the Mixed-Use Board in 2009 after a lengthy review process with substantial community input that included several public input sessions including an Open House, a Town Hall discussion, and two surveys. These rules apply only to properties in the Mixed-Use community (primarily residential areas). These rules will have to be repealed by the Mixed-Use Board as the Master Board adopts the new rules.

Between 2017 and 2020, the Rules Committee, a group of Mueller residents, met multiple times with representatives from Catellus and Associa to provide input on changes to the 2009 rules and regulations and what documents and policies to include in the proposed Community Manual. The proposed Community Manual reflects the outcome of that effort in addition to a review by the Master Association’s attorneys, and City of Austin employees.

The Rules Committee’s final recommendation was adopted by the Master Board, but we can find no evidence of adoption, and since that time the Master Board has adopted the Enforcement Policy, Collection Policy, Pool Rules, and Community Garden Rules, which have been incorporated into the Community Manual. To make sure all of our rules are up-to-date, the fully revised Community Manual is being brought to the Master Board for approval.

Because of the extensive stakeholder input in 2019, the Master Board intends to act on the Community Manual at the Board’s June meeting without engaging in significant additional outreach. Having rules in place that have been reviewed by the community is the highest priority. While comments may not be incorporated into this version of the rules, they will be collected to be used for the next version of the rules.

Summary of Significant/Important Changes

- Trash Disposal (G-4) – Clarifies that trash, compost, and recycling bins may be stored outside of an enclosed area if neatly stored along a structure or fence line adjacent to an alley.
- Pets (Section H) – Increases the allowable number of pets from 3 to 5 (no more than 3 dogs), allows for the keeping of chickens, removes breed restrictions, and requires pets (except chickens) be maintained indoors.
- Leases (Section A) – Changes to remove notice requirements and address short-term rentals.

Detailed Summary of Changes

Mueller Master Community Rules & Regulations

I. Rules and Regulations for Residential and Commercial Units

Section A. Compliance

Generally, the same language as in the existing rules for Mixed-Use Community. Expands applicability of rules to EC/TC Community.

Section B. Obligations of Owners, Tenants and Residents

Generally, the same language as in the existing rules but reorganized for clarity.

Section C. Fire and Safety

Generally, the same language as in the existing rules but reorganized for clarity.

Section D. General Use and Maintenance

Generally, the same language as in the existing rules but reorganized for clarity.

Section E. Signage and Holiday Decoration

Generally, the same language as in the existing rules but with some changes to clarify the applicability of rules to signs and displays of religious items and to comply with Texas Property Code.

Section F. Vehicle Restrictions

Section F-1 is a new provision added to explain that owners must comply with any parking permit system adopted by the Parking Transportation Management District.

Section F-2 changed to better conform with covenants and other requirements.

Section F-3 changed to allow vehicle repair on alleys, streets, or other roadways in case of an emergency only.

Section F-4 changed to clarify that a legally parked vehicle is not a violation of the rules.

Section G. Trash Disposal

Sections G-1 through G-3 are unchanged from prior rules.

Section G-4 added to clarify covenant requirements regarding appropriate screening of trash, compost, and recycling bins. Under the proposal, acceptable storage is (i) inside the garage, (ii) neatly stored along a structure or fence line adjacent to an alley, or (iii) in a manner not visible from any street.

Section H. Pets

Section H-1 is generally the same language as in the existing rules but expands the allowable number of pets, and allows the keeping of chickens subject to City of Austin rules.

Section H-2 changed to remove breed restrictions.

Section H-3 changed to generally require that pets (other than chickens) be maintained inside the dwelling unit and encourages that cats remain inside at all times. Also adds a requirement that no pet is allowed on POA property unless carried or leashed by a 6 foot leash or shorter.

Section H-4 and H-5 is generally the same language as in the existing rules.

Section I. Miscellaneous

Generally, the same language as in the existing rules but reorganized for clarity.

Section J. Definitions and Conflict

Generally, the same language as in the existing rules but reorganized for clarity.

II. Rules and Regulations for Residential Units Only

Section A. Residential Unit Occupancy Standards

Generally, changed to reflect City of Austin standards.

Section B. General Use and Maintenance of Residential Units

Generally, the same language as in the existing rules but reorganized for clarity.

Attachment 2 – Modifications Guidelines/ Construction Guidelines

The Modifications Guidelines have been modified to provide additional clarity regarding the modifications process.

Attachment 3 – Park Rules

The Park Rules are generally the same as in the existing rules except for some changes for clarity, including changes making it clear that the rules apply to all park visitors and not just to owners and residents. Other changes were made to comply with state law.

Attachment 4 – Pool and Water Feature Rules

These rules were adopted by the Master Board in April 2026.

Attachment 5- Community Gardens

These rules were adopted by the Master Board in April 2026.

Attachment 6 – Integrated Pest Management

This is a new provision in the Manual explaining the obligation to follow the IPM as filed with the City of Austin. A copy of the plan can be found at:

<http://www.muelleraustin.com/uploads/plan/Mueller%20Environmental%20Education%20Packet.pdf>

Attachment 7 – Fine and Enforcement Policy

This policy was previously adopted by the Master Board.

Attachment 8 – Assessment Collection Policy

This policy was previously adopted by the Master Board.

Attachment 9 – Records Inspection, Copying and Retention Policy

This new policy prepared by Catellus/Associa sets out the POA's policy regarding making POA records available to Owners. The requirements include that the request be made by certified mail and the payment of costs associated with the production of the records.

Attachment 10 – Statutory Notice of Posting of Governing Documents

This new attachment is being included to satisfy provisions of the Texas Property Code and commits the POA to make all recorded documents such as the Master Covenants and Supplemental Covenants available online.

Attachment 11 – Mueller Master Community, Inc., Email Registration Policy

This new attachment sets out the policy to allow the Master Community to provide notice of annual and special meetings using email.

Attachments 12 – 13 – Unchanged Documents

MUELLER MASTER
COMMUNITY MANUAL

The undersigned hereby certifies that he/she is the duly elected, qualified and acting Secretary of the Mueller Master Community, Inc., a Texas non-profit corporation (the "**Master Association**"), and that this is a true and correct copy of the current Mueller Master Community Manual of the Master Association adopted by the Board of Directors of the Master Association.

IN WITNESS WHEREOF, the undersigned has executed this certificate on the _____ day of _____, 2026.

_____, Secretary

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me of this ____ day of _____, 2026, by _____, the Secretary of Mueller Master Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

[SEAL]

Notary Public Signature

Cross-reference to Mueller Master Community Covenant recorded under Document No. 2004238007 of the Official Public Records of Travis County, Texas, as amended.

In the event of a conflict between the terms and provisions of the Initial Rules (as defined below) or any policies adopted by the Board before the effective date of this instrument, the terms and provisions of this instrument shall control.

**MUELLER MASTER COMMUNITY MANUAL
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COMMUNITY MANUAL

for

MUELLER MASTER

A Master Planned Community in Travis County

I. INTRODUCTION

Mueller Master Community is an urban community designed for people and families from all walks of life (the “**Master Community**”). As such, the Master Community will be unique and diverse in age, ethnicity, income, aesthetic preference and more. The Mueller Master Community Rules & Regulations (the “**Rules**”) are established to ensure that the vision and goals stated below are best served.

- **FISCAL RESPONSIBILITY**
A positive revenue stream that will increase of City’s tax base
- **ECONOMIC DEVELOPMENT**
Contributing to Austin’s economy and providing new jobs
- **EAST AUSTIN REVITALIZATION**
A direct stake in redevelopment for East Austin residents
- **NEIGHBORHOOD COMPATIBILITY**
Enhancing the quality of life in adjacent communities
- **DIVERSITY**
A new community of socially and economically diverse residents
- **SUSTAINABILITY**
Energy efficiency, reduced auto dependency, watershed protection—smart growth

Mueller Master Community is a town within a town, promoting compact and higher density development, compatible with surrounding single-family neighborhoods. While Owners must comply with all applicable City of Austin ordinances, certain City of Austin ordinances have been included in the Rules for emphasis and enforcement within the Master Community. Any violation of any federal, state, or local law, ordinance, or regulation pertaining to the ownership, occupancy, or use of any portion of the Property (defined below) is hereby declared to be a violation of the Rules and subject to all of the enforcement procedures set forth in the Governing Documents.

ATTACHMENT 1

**MUELLER MASTER COMMUNITY
RULES & REGULATIONS**

**For Owners & Residents within
Mueller Master Community**

MUELLER MASTER COMMUNITY

RULES & REGULATIONS

These Rules have been adopted for the benefit of Mueller Master Community, Inc., a Texas non-profit corporation (the “**Master Association**”). These Rules are adopted pursuant to Chapter 7 of the Mueller Master Community Covenant, and set forth rules and regulations to regulate the use of property, activities and conduct within the Master Community (the “**Property**”). These Rules are in addition to the Initial Rules adopted for the Master Community which are attached to the Mueller Master Community Covenant, recorded in the Official Public Records of Travis County, Texas (the “**Master Covenant**”).

These Rules are also in addition to the provisions of the Master Covenant, the Bylaws of the Mueller Master Community, Inc. (the “**Master Community Bylaws**”), and other Governing Documents. Certain provisions of these Rules are only applicable to Owners and residents of Units being used in whole or in part for residential purposes, other than apartment buildings (“**Residential Units**”). Each Owner of a Unit within the Master Community agrees to abide by these Rules and to comply with the Master Covenant, the Master Community Bylaws, and other Governing Documents. Certain provisions of these Rules are only applicable to Owners and residents of Units being used in whole or in part for residential purposes (“**Residential Units**”).

I. RULES & REGULATIONS FOR RESIDENTIAL AND COMMERCIAL UNITS

A. COMPLIANCE

- A-1. Compliance. Each Owner will comply with the provisions of these Rules, the other Governing 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 all of the Governing Documents by the tenants and/or residents of his or her Unit, and his/her or their respective relatives, invitees, tenants, agents, employees, or contractors. If a Rule requires or prohibits conduct by an “Owner” or “Resident” or “Tenant”, each of those terms are deemed to include the other, and applies to all persons for whom an Owner or Resident or Tenant is responsible. Any question regarding these Rules should be referred to the Master Association. The Master Association has the right to enforce these Rules against any Person.

DRAFTER'S DICTUM

Users of this document should periodically review statutes and court rulings that may modify or nullify provisions of this document or its enforcement, or may create rights or duties not anticipated by this document.

- A-2. Additional Rules. Each Owner, Resident, and Tenant must comply with any rules and signs posted from time to time by the Master Association. Each Owner, Resident, and Tenant must comply with notices communicated by the Master Association, from time to time, which may include 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.
- A-3. Variance. Circumstances may warrant a variance of these Rules. An Owner may request a variance by turning in a written application in accordance with Section 5.6 of the Master Covenant.

- A-4. Limits. It is understood that individuals may have different interpretations of and tolerances for these Rules. On lifestyle-related rules the Master Association may refrain from acting on a perceived violation unless the Board determines the violation to be significant or a community-wide problem. The Master Association may not be compelled by one Owner, Tenant, or Resident to enforce these Rules against another Owner, Tenant, or Resident. The Master Association encourages cooperation and civility among all Owners, Tenants, and Residents.
- A-5. Filing Complaints. Because the Master Association is not staffed to monitor the Master Community for Rules violations, the Master Association relies on Owners, Tenants and Residents to identify and report violations of these Rules and the Governing Documents, and to monitor compliance with these Rules by violators. The Master Association also relies on Owners, Tenants, and Residents to help keep each other informed about the Rules. Recognizing that an Owner, Tenant or Resident may be reluctant to confront another Owner, Tenant, or Resident about a violation, the Master Association will work with Owners, Tenants, and Residents to enforce the Rules. Generally, a complaint must be in writing and must be signed by an Owner, Tenant, or Resident who is willing to be identified as the complainant. The Master Association may refuse to enforce a violation: (1) that cannot be easily and independently verified; (2) for which it did not receive a signed written complaint; (3) for which the complainant will not cooperate with monitoring the violation and compliance; and (4) which the Board does not consider to be significant or community-wide.

B. OBLIGATIONS OF OWNERS, TENANTS AND RESIDENTS

- B-1. Damage. An Owner, Tenant or Resident is responsible for any loss or damage he or she or their guests causes within the Master Community. Additional information related to insurance, risk management, and reimbursement requirements is set forth in the Master Covenant.
- B-2. Safety. Each Owner, Tenant, and Resident is solely responsible for his or her own safety and for the safety, well-being, and supervision of his or her guests and any person to whom the Owner, Tenant, or Resident has a duty of care, control, or custody.
- B-3. Security. Each Owner, Tenant, Resident, guest, and invitee on the Master Community Facilities or an Area of Common Responsibility assumes all risk for loss or damage to his or her person, to his or her Unit, to the contents of his or her residence and/or Unit, and to any other of his or her property.
- B-4. Compliance with Laws. EACH OWNER SHALL PROMPTLY AND FULLY COMPLY WITH ANY AND ALL APPLICABLE LAWS, RULES, ORDINANCES, STATUTES, REGULATIONS, OR REQUIREMENTS OF ANY GOVERNMENTAL AGENCY OR AUTHORITY WITH RESPECT TO THE OCCUPANCY AND USE OF A UNIT.

C. FIRE AND SAFETY

- C-1 Fires. Except for barbecue fires as permitted by these Rules, there may not be any exterior fires on the Master Community Facilities or an Area of Common Responsibility.
- C-2. Grills, Fire Pits and Chimeneas. The Board reserves the right to prohibit or restrict the existence and/or use of all or certain outdoor cooking grills if, in the Board's discretion, a grill, fire pit or chimenea constitutes a fire hazard or is unattractive or oversized for the area in which it is kept. On permitted grills, fire pits and chimeneas, (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, if any; (d) a grill may not be used near flammable or combustible materials; and (e) all City and County burn bans shall be observed.
- C-3 Safety Equipment. No Person may use, tamper with, or modify the fire and safety equipment, if any, in the Master Community Facilities or an Area of Common Responsibility, such as alarms, extinguishers, monitors, and self-closing gates or doors. This Section may not be construed to require the installation or use of such equipment.

D. GENERAL USE AND MAINTENANCE

- D-1. Maintenance. An Owner, Tenant, or Resident, at his or her expense, will maintain his or her Unit and keep it in good condition and repair.
- D-2. Report Malfunctions. An Owner, Tenant, or Resident will immediately report to the Board his or her discovery of any leak, break, or malfunction in any portion of the Master Community Facilities or an Area of Common Responsibility which the Master Association has a duty to maintain.
- D-3. Noise and Odors. Each Owner, Tenant or Resident shall exercise reasonable care to avoid making or permitting to be made any loud, disturbing or objectionable noises or noxious odors that may disturb other Owners, Tenants or Residents. Loud vocalizations and boisterous conduct on the Master Community Facilities or other Areas of Common Responsibility are expressly prohibited.
- D-4. Community Activities. In planning community activities on Master Community Facilities, an Area of Common Responsibility or at an Owner's or Resident's Residential Unit, an Owner, Tenant or Resident should be aware of the potential consequences of the parking resources and the sensibilities of other Owners, Tenants and Residents. For any such activity that an Owner or Resident expects to produce a higher-than-customary level or duration of noise or other disturbance, the Owner, Tenant or Resident will make a diligent effort to give Owners/Residents of adjoining Residential Units timely prior notice of the event, as a courtesy. If the event hosted by a Residential Unit Owner is expected to attract twenty (20) or more guests, the Owner or Resident will also give the Board timely prior written notice of the event.
- D-5. Garage, Estate, Vehicle and Bankruptcy Sales. Without the Board's prior written permission, no Person may conduct on his or her Residential Unit, the Master Community Facilities or an Area of Common Responsibility, a sale or activity that is advertised or attractive to the public,

bankruptcy sales or “going out of business” sales. Notwithstanding the foregoing, each Residential Unit shall be permitted to have up to two (2) garage sales or estate sales within any twelve (12) month period in accordance with the City of Austin Code. This section does not apply to marketing the sale or rental of a Residential Unit, unless combined with a prohibited activity.

E. SIGNAGE AND HOLIDAY DECORATIONS

- E-1. Signs. All permanent signs must be approved by the New Construction Council. Temporary signs may be installed without prior approval. Temporary signs must be ground-mounted; no banner signs are permissible. In addition, temporary signs may not: (1) contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component; (2) be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object; (3) include the painting of architectural surfaces; (4) threaten the public health or safety; (5) be larger than four feet by six feet (only applies to Residential Units); (6) violate a law; (7) contain language, graphics, or any display that would be offensive to the ordinary person; or (8) be accompanied by music or other sounds or by streamers or is otherwise distracting to motorists. Additionally, candidate or measure signage is limited to one sign per yard per candidate or measure, provided such signage is displayed no more than ninety (90) days prior to the date of the election to which the sign relates and is removed ten (10) days after the applicable election is held. Any signs displayed in violation of these Rules may be removed. No signs shall be permitted on Master Community Facilities, an Area of Common Responsibility or common grounds.
- E-2. Display of Certain Religious Items. Religious items may be displayed or affixed to an Owner, Tenant or Resident's entry door or door frame of the Owner, Tenant or Resident's Unit; provided, however, that individually or in combination with each other, the total size of the display is no greater than twenty-five square inches (5"x5" = 25 square inches).
- E-3. Display of Holiday Decorations. Customary seasonal decorations for holidays are permitted without approval by the Reviewer for up to thirty (30) days prior to the applicable holiday, but shall be removed within fourteen (14) days of the applicable holiday.

F. VEHICLE RESTRICTIONS

- F-1. On Street Parking. Owners, Tenant, and Residents must comply with any parking permit system (the “**Parking System**”) as adopted by the City, including the Parking Transportation Management District (“**PTMD**”) for Mueller. To the extent of any conflict between the terms and provisions of the Parking System and any rules previously adopted by the Master Declarant or the Board, as applicable, regarding parking, the terms and provisions of the Parking System will control.
- F-2. Vehicles. 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: boats, recreational vehicles, and buses except while loading or unloading. However, boats, recreational vehicles and buses may be

parked temporarily for a period not to exceed twenty-four (24) consecutive hours during each two (2) month period. Residential Unit Owners (or their Residents or Tenants) are not permitted to bring the following on the Property: trailers, large commercial trucks or industrial vehicles. This section only is not intended to prohibit commercial trucks or industrial vehicles from accessing or serving non-Residential Units.

- F-3. Repairs. Repairs, restoration, or maintenance (including oil changes) of vehicles is prohibited on alleys except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.
- F-4. Obstructions. No vehicle or object (i.e. storage container) may obstruct the flow of traffic, including in alleys, constitute a nuisance, or otherwise create a safety hazard. A legally parked vehicle is not a violation of this Section.

G. TRASH DISPOSAL

- G-1. General Duty. Owners, Tenants, or Residents will endeavor to keep their Unit clean and will dispose of all refuse using the receptacles (i.e. dumpsters, trash bins, compost bins, recycle bins) designated specifically by the Master Association or by the City for that purpose. Owners and Residents may NOT litter in the Master Community Facility or other Areas of Common Responsibility.
- G-2. Hazards. Owners and Residents may NOT store trash within his or her Unit in a manner that may permit the spread of fire, odors, seepage, or encouragement of vermin. Before discarding coals, ashes, logs, or other materials used in barbecue grills or fireplaces, an Owner, Tenant, or Resident will ensure that the debris is thoroughly cold.
- G-3. Excess Trash. Owners, Tenants, and Residents must arrange privately for removal of discarded furnishings or any unusually large volume of debris.
- G-4. Storage. All trash bins, compost bins and/or recycle bins shall be kept and stored: (i) inside the garage of the Residential Unit; (ii) neatly along a structure (such as a garage or house) or fence line adjacent to any alley; or (iii) in a manner not visible from any street. No receptacle shall obstruct the alley.

H. PETS

- H-1. Permitted Animals. An Owner, Tenant, or Resident may keep on his or her Residential Unit customary domesticated house pets, such as domesticated dogs, cats, caged birds, and non-poisonous or non-dangerous aquarium- or terrarium-inhabiting animals. No Owner or Resident may keep on a Residential Unit more than five (5) cats and dogs, in the aggregate, not more than three (3) of which may be dogs. This section only applies to Owners, Residents and Tenants of Residential Units. An Owner or Resident may keep chickens on his or her Residential Unit subject to any applicable City of Austin rules and regulations. Prior to keeping chickens on a Residential Unit, the Owner or Resident shall provide notice to the Master Association demonstrating compliance with City of Austin rules and regulations and approval from the Modification Committee.

- H-2. Prohibited Animals. Unless otherwise approved in writing by a majority of the Board, no animal, including pigs, hogs, swine, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words, may be kept, maintained, or cared for on or within a Unit. Unless otherwise approved in writing by a majority of the Board, no animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration within a Unit, and no kennels or breeding operation will be allowed.
- H-3. Indoors/Outdoors. A permitted pet, except chicken(s), must be maintained inside the residential dwelling located on the Unit. All permitted pets may not be kept in an unfenced area. No pet is allowed on Master Community Facilities or other Areas of Common Responsibility unless carried or leashed by a six (6) foot leash or shorter. No pet may be leashed to a stationary object on the Master Community Facilities or other Areas of Common Responsibility.
- H-4. Disturbance. Pets must be kept in a manner that does not disturb another Owner's rest or peaceful enjoyment of his or her Unit or the Master Community Facilities or other Areas of Common Responsibility. **No Owner may keep a pet that makes frequent or long, continued noise that is disturbing to a person of normal sensibilities.**
- H-5. Pet Waste Removal. Each Owner, Tenant, or Resident is responsible for the timely removal of his or her pet's wastes from his or her Residential Unit, the Master Community Facility or other Areas of Common Responsibility. The Board may levy a fine against a Residential Unit and its Owner each time feces are discovered on the Master Community Facility or other Areas of Common Responsibility and attributed to an animal in the custody of that Residential Unit's Owner, Tenant, or Resident.

I. MISCELLANEOUS

- I-1. 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.
- I-2. Mailing Address. An Owner who receives mail at any address other than the address of his or her Unit must maintain with the Master Association his or her 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 Governing Documents may be sent to an Owner's most recent address as shown on the records of the Master Association. If an Owner fails to provide a forwarding address, the address of that Owner's Residential Unit is deemed effective for purposes of delivery.
- I-3. Revision. These Rules are subject to being revised, replaced, or supplemented, and Owners, Tenants and Residents are urged to contact the Master Association 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 Unit has been given a notice of the amendment or revocation of these Rules.

- I-4. Other Rights. These Rules are in addition to and in no way whatsoever detract from the rights of the Master Association under the other Governing Documents and the laws of the State of Texas.

J. DEFINITIONS AND CONFLICT

Words and phrases defined in the Master Covenant have the same meaning when used in these Rules. In the event of a conflict between documents, the hierarchy of authority is as follows: Master Covenant (highest), Master Community Bylaws, and these Rules (lowest). The Board is empowered to interpret, enforce, amend, and repeal these Rules as they deem necessary to govern the Master Association. Any property and facilities, or any interest therein, owned by the Master Association is referred to as the "Master Community Facilities." The "Area of Common Responsibility" includes all of the Master Community Facilities and Special Common Area, and may also include Units or portions of Units and property dedicated to the public, such as public parks or rights-of-way. The Area of Common Responsibility includes, but is not limited to:

- (a) the Master Community Facilities including but not limited to all landscaping and other flora, parks, ponds, signage, structures, and improvements, including any private streets, and bike and pedestrian pathways/trails, situated upon the Master Community Facilities;
- (b) landscaping, sidewalks, streetlights, and signage within public rights-of-way within or abutting the Master Community, except to the extent that responsibility is assigned to the Owners of adjacent Units pursuant to Section 6.1 of the Master Covenant;
- (c) such portions of any additional property as may be included within the Area of Common Responsibility pursuant to the Master Covenant, any Supplemental Covenant, or any covenant or agreement for maintenance entered into by, or otherwise binding on the Master Association; and
- (d) any property and facilities that the Master Declarant owns and/or makes available, on a temporary or permanent basis, for the primary use and enjoyment of the Master Association and some or all of its members. The Master Declarant shall identify any such property and facilities by written notice to the Master Association, and they shall remain part of the Area of Common Responsibility and be maintained by the Master Association until the Master Declarant revokes such privilege of use and enjoyment by written notice to the Master Association.

II. RULES & REGULATIONS FOR RESIDENTIAL UNITS ONLY

A. RESIDENTIAL UNIT OCCUPANCY STANDARDS

- A-1. Numbers. The maximum number of adults who may occupy a Residential Unit, such as a Yard House, Row House, Garden Court House, Cottage House, or condo unit (each referred to as a "Residence") shall be the number allowed by the City of Austin for the relevant housing type.
- A-2. Leases. Leases must be made subject to all of the Governing Documents, including these Rules, and an Owner is responsible for providing his or her tenant with copies of all of the Governing Documents and these Rules and notifying him or her of changes thereto. Each tenant is subject to and must comply with all provisions of the Governing Documents, these Rules, federal and state laws, and local ordinances. Notice of any lease must be remitted to the Master Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease. "Lease"

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Rules and Regulations

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and “Leasing” shall refer to the occupancy of a Unit by a person other than the Owner, for which the Owner receives any consideration or benefit.. All leases of Units must be for a minimum term of not less than one (1) month unless the rental meets the requirements for shorter terms as established by the City of Austin and conditioned on the Owner complying with the City’s licensing requirements for a Short Term Rental. Except for Short Term Rentals in compliance with the City’s licensing requirements, no Unit may be rented for transient or hotel purposes.

- A-3. Minors. No person under the age of eighteen (18) years may occupy a Residential Unit unless the person lives with an Owner or Resident who is his or her parent, legal guardian, or a designee of his or her parent or legal guardian. Upon request by the Master Association, an Owner will provide satisfactory proof of the ages and guardian status of any minor occupant.

B. GENERAL USE AND MAINTENANCE OF RESIDENTIAL UNITS

- B-1. Residential Use. Except as otherwise allowed by law or covenant, each Residential Unit must be used solely for private single family residential purposes. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Residential Unit, except an Owner or occupant of a residence may conduct business activities within a Residence so long as:

(i) such activity complies with all the applicable ordinances and supplemental covenants (if any);

(ii) the business activity is conducted without the onsite employment of persons other than the residents of the home constructed on the Residential Unit, or as otherwise allowed by supplemental covenant;

(iii) the existence or operation of the business activity is not apparent or detectable by sight, i.e., no sign may be erected advertising the business on any Residential Unit, sound, or smell from outside the home unless allowed by supplemental covenant;

(iv) the business activity does not involve door-to-door solicitation of residents within the Master Community;

(v) the business does not, in the Board’s judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Master Community which is noticeably greater than that which is typical of homes in which no business activity is being conducted;

(vi) the business activity is consistent with the residential character of the Residential Units and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Master Community as may be determined in the sole discretion of the Board; and

(vii) the business does not require the installation of any machinery other than that customary to normal household operations. The terms “business” and “trade”, as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an

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Rules and Regulations

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ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration.

Notwithstanding the foregoing, different standards of permitted business activities within a Residence may be established for specific types of residences, Shop Houses, Flex Homes or in certain designated areas. This section only applies to Owners, Residents, and Tenants of Residential Units.

- B-2. Combustibles. An Owner or Resident may not store or maintain, anywhere within a Residential Unit, explosives or materials capable of spontaneous combustion. Notwithstanding the foregoing, gasoline containers five (5) gallons and under, and propane tanks are permitted for grills, fire pits and chimeneas which are permitted pursuant to Article I, Section C-2 hereinabove.

ATTACHMENT 2

CONSTRUCTION GUIDELINES

[Construction Guidelines Follow]



Mueller Neighbors,

As one of our early residents, you will witness the community take shape as construction continues at Mueller.

Please know that you may experience some inconveniences as a result of this construction. Below is a list of guidelines builders and contractors will follow while they are working near your home.

Hours of Construction

- When weather and daylight permit, you should expect construction to occur Monday through Saturday between 7:00 a.m. – 7:00 p.m.
- No exterior construction shall take place on the following holidays:
 - New Year's Day
 - Memorial Day
 - Fourth of July
 - Labor Day
 - Thanksgiving Day
 - Christmas Day
- Interior finishes may be completed between 7:00 a.m. – 10:00 p.m. Mondays through Saturdays and between 9:00 a.m. – 4:00 p.m. on Sundays and holidays.

Trash

- After rain, mud and other construction debris may be in the streets. Every effort is made to minimize this, and streets are cleaned on a regular basis.
- Contractors are required to neatly stack and properly store all construction equipment and materials to prevent trash from blowing into adjacent lots.

General Construction Procedure

- Builders do not authorize independent contractors to use water or electricity from your home without your prior permission.
- Construction in an adjacent lot may inadvertently cause damage to your landscaping, pavement or curbs. Contractors will make all repairs when the adjacent lot is landscaped.
- Contractors are not allowed to bring dogs to the construction site.
- Loud music is never allowed. Contractors' music should be kept at a volume so that it cannot be heard from an adjacent lot or street.

Parking

- Occasionally, you may find a construction vehicle parked in the alleyways so they can make deliveries. Contractors will make every effort to not block the alley and will move their vehicle immediately after the delivery.

Traffic

- Primary construction routes are along the major access roads of Aldrich, Mueller, Simond and Berkman to reach construction sites. These trucks should maintain appropriate speeds and safety precautions at all times.

In general, contractors will make every effort to minimize inconveniences to the residents of Mueller. If you have any questions or concerns about construction near your home, please contact Mueller Central at 512-703-9202 or via email at muellercentral@catellus.com. Please provide as much information as possible in your message, such as the activity, location, date of the occurrence, and if applicable, company's name (very important), license plate number and type of vehicle, as this will help us log and track complaints for effective follow up.

ATTACHMENT 3

PARK RULES



- A. Grounds. The landscaped areas, lawns, beds, plant materials, parks, neighborhood parks, trails, greenbelts and open spaces on the Master Community Facilities or any other Area of Common Responsibility, including but not limited to neighborhood parks and amenity centers, are collectively referred to as the “Grounds.” The Grounds are subject to the following Rules, which may change at any time and from time to time as determined by the Board of Mueller Master Community, Inc. (the “Master Association”).
1. Owners, Tenants, Residents, and their guests, and members of the public (collectively, “**Park Visitors**”) may not abuse or misuse any portion of the Grounds – stepping or trampling on or in landscaped areas, beds or plant materials is strictly prohibited. Any conduct deemed by the Master Association to be dangerous or unwarranted is grounds for a word of caution, a reprimand, or suspension from the Grounds. Use of the Grounds is AT YOUR OWN RISK.
 2. There is always a risk of personal injury when using the Grounds. The Master Association shall not be responsible for any accidents, injuries or loss. By entering the Grounds, Owners, Park Visitors assume responsibility for and release the Mueller Master Community Association, owners, residents, any management personnel hired by the Master Association, and Catellus Austin, LLC and its officers, directors, and employees from any claims, demands, debts, actions, causes of action, suits, personal injury, property damage, agreements, obligations, defenses, offsets and liabilities for or by reason of any matter, cause or thing whatsoever occurring in connection with the Grounds. Each person and/or parent is responsible for themselves and/or their children.
 3. Access to any portion of the Grounds, may be limited from time to time due to occupancy limits, weather, the condition of the Grounds or maintenance or other appropriate reason. Any portion of the Grounds is closed when an official “CLOSED” sign is posted. Use or access to areas within the Grounds posted as “RESTRICTED” is not permitted.
 4. A Park Visitor is responsible for cleaning up all trash and other debris occasioned by his or her use. Trash and debris must be deposited in appropriate trash receptacles. Littering or dumping of any type of debris, trash, waste is prohibited.
 5. There shall be no rough play permitted on or about the Grounds. Rowdiness, boisterous behavior, excessive noise or interference with others using the Grounds is specifically

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Park Rules

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prohibited. Notwithstanding the foregoing, certain permitted events may result in excessive noise.

6. Pets are permitted on the trails, lawns or in the designated pet areas. No pets allowed in swimming pools and water features. All pets must be restrained with a leash at all times, except in designated off-leash areas. Park Visitors are required to collect their pet's waste and dispose of it in appropriate trash receptacles.
7. Except as authorized by the Master Association, no glass objects or glass containers of any kind are allowed or permitted on or about the Grounds.
8. Radios, televisions and the like may be listened to only if played at a sound level which is not offensive to others on or about the Grounds, or shall be operated with headphones. Nuisances, such as loud music and inappropriate behavior, are prohibited. Notwithstanding the foregoing, this rule is not intended to prohibit loud music at certain specialized activities as set forth in *Paragraph 10* below which are specifically approved by the Master Association.
9. At the discretion of the Master Association, certain periods of the normal Grounds hours may be set aside for specialized activities (e.g., community fun run or similar activity). To the extent these activities are sponsored by the Master Association, these activities will be open to all interested residents. Scheduled times for these activities will be posted. Notwithstanding anything herein to the contrary, the Master Association reserves the right to permit any party to hold a private function on such portions of the Grounds open to the public, subject to approval by the Master Association, including entering into an agreement with and submitting a deposit to the Master Association, and subject to any applicable City of Austin rules and regulations.
10. Daily operating hours are from 5:00 a.m. to 10:00 p.m., unless otherwise posted.
11. Horses, unless otherwise approved by the Master Association, and motorized vehicles are prohibited.
12. No construction of any kind is permitted in the Grounds.
13. Park Visitors may not sell, rent, or offer free goods or services, or place a stand, cart, or vehicle on the Grounds for commercial use, unless otherwise permitted by the Master Association. Park Visitors may not advertise, market, or engage in any solicitation activities, including survey-taking, or affix any promotional material to the Grounds without authorization from the Master Association.
14. Do not feed any wildlife except for ducks or other water fowl.
15. No hunting or camping of any kind whatsoever is allowed.
16. No cooking or fire of any nature is allowed, except in designated picnic areas.

17. Disturbing the bedding of landscaped areas is prohibited - be cautious of plants and wildlife in their native habitat. Notwithstanding the foregoing, walking through certain landscaped areas that have paths or designated areas for pedestrian use, such as portions of the Southwest Greenway, is permitted.
18. Park users may not use a court or field designated for another sport, *e.g.*, volleyball courts in Branch Park cannot be use for soccer.
19. No swimming allowed, excluding designated pools at Ella Wooten Park and John Gaines Pool.
20. Report any damage to or concerns about the Grounds to the management company hired by the Master Association.
21. Damages to the Grounds may result in the assessment of repair and replacement costs, or other penalties.
22. No sign, banner, decoration, or displays of any kind will be allowed within the Grounds other than signs related to their use as approved by the Board of Directors of the Master Association.

B. Fire Pit at Lake Park.

1. To use the Fire Pit at Lake Park (the "Fire Pit"), Owners, Tenants and Residents ("Fire Pit User"), must have an approved event request, which event request may be applied for online at <https://lifeatmueller.com/event-space-request>. Event requests are processed on a first come-first serve basis pending availability.
2. For each use of the Fire Pit a refundable deposit in the amount of One Hundred and No/100 Dollars (\$100.00) is required from the Fire Pit User.
3. No burning within the Fire Pit is allowed between the hours of 10:00 p.m. to 8:00 a.m.
4. The burning area within the Fire Pit may not exceed three feet (3') in diameter and may not exceed two feet (2') in height.
5. The Fire Pit User is responsible for properly removing all trash and debris in the Fire Pit area occasioned by his or her use and cleaning the Fire Pit. Trash and debris must be deposited in appropriate trash receptacles. Littering or dumping of any type of debris, trash, waste is prohibited. If the Fire Pit area is not cleaned appropriately, in the sole discretion of the Master Association, the deposit will not be refunded.
6. The fire within the Fire Pit must be constantly attended by a competent adult.
7. A fire extinguisher must be provided by the Fire Pit User and be onsite when using the Fire Pit.

8. Fires within the Fire Pit will consist of hardwood only. No paper products, trash or brush burning is allowed within the Fire Pit.
9. The immediate extinguishment of a fire within the Fire Pit is required if a hazardous condition exists or if smoke emissions are determined to be offensive to surrounding Owners.
10. The Fire Pit User shall read, understand and abide by the relevant Mueller Master Community Rules & Regulations.
11. The Fire Pit User shall assume responsibility for and release the Master Association, Associa Hill Country, Property Owners, Residents, the City of Austin, and Catellus Austin, LLC and its officers, directors, and employees, from any claims, demands, debts, actions, causes of action, suits, personal injury, property damage, agreements, obligations, defenses, offsets and liabilities for or by reason of any matter, cause or thing whatsoever occurring in connection with use of the Fire Pit. Use of the Fire Pit is AT YOUR OWN RISK.

C. Events.

1. An event organizer shall obtain prior approval to host an event on the Grounds with a group larger than twenty five (25) attendees.
2. An event organizer shall first make an event request which may be applied for at <https://lifeatmueller.com/event-space-request>. Event requests are processed on a first come-first serve basis pending impact and availability. The timeframe for review depends on the size and scope of the event.
3. Small events, typically between twenty-five (25) and fifty (50) attendees, require notice of at least three (3) business days prior to the event date. Large events require notice of at least one hundred eighty (180) days prior to the event and may have additional requirements.
4. Private parties under fifty (50) attendees are allowed with no set up, i.e. no tents, tables, chairs, bouncy houses, carnival rides, trains, horses or ponies, etc.
5. School field trips with less than one hundred (100) students are allowed with appropriate adult supervision.
6. Attendees are expected to pick up and haul out their own trash.
7. The Master Association is not responsible for any injuries.
8. No park staff is on duty.
9. All reservations are not exclusive. Parks will continue to be accessible for any park patrons during an event.

10. Electricity and water are generally not available for event use. Special accommodation may be made for larger event usage.

11. Events are subject to all City of Austin Permit requirements. Event organizers are responsible for acquiring any needed city permits and must provide copies of all applicable permits to the Master Association upon request.

D. Prohibited Items – The following items are prohibited unless otherwise specifically authorized by the Master Association:

- Tents, tables, catering equipment, sound equipment or other rental items;
- Alcohol;
- Glass containers.
- Bounce houses, moonwalks, inflatable slides, mazes or similar..
- Cooking equipment or outside BBQ pits or grills (BBQ pits are installed in Lake Park and may be used when fire bans are not in effect).
- Amplified sound including bands, live music, performances, movies.
- Light trees, spotlights, string lights or any other lighting elements.
- Items of any kind that can be used that stick or adhere to any surface such as, but not limited to: Silly-string, powders, soap, glitter, confetti, shaving cream, Play-Doh, dyes, paints, stains, tape, pins, staples, or glue, or putty.
- Hazardous materials or toxic substances.
- Behavior or entertainment that is disruptive or inappropriate for elementary aged children.
- Smoking, illegal drugs and controlled substances.

ATTACHMENT 4

POOL AND WATER FEATURE RULES



Pool Emergencies and Concerns

- Health or safety emergency: call 911
- Non-emergency concerns and complaints:
 - Weekdays: 512-703-9202
 - After hours and weekends: 512-737-5417
 - On-site private security patrol: 737-346-9100
 - Email: Mueller@coherelife.com

Outdoor Pool Amenities

The outdoor pool amenities owned and operated by the Mueller Property Owners Association (POA) include enclosed pool areas, swimming pools, pool restrooms, pool equipment, office and storage space, and other pool-related facilities. These amenities are collectively referred to as the “pool area” in this document.

The Mueller community has two pool areas:

- a) Ella Wooten Park, 2047 McCloskey Street.
- b) John Gaines Park, 2708 Sorin Street.

Swim Season

The Mueller Master Board sets seasonal opening and closing dates and daily hours for the pool areas, with input from the POA Pool Committee.

Public Access and Fees

Mueller pool areas may be open to the public during certain times of the year, as determined by the Mueller Master Board with input from the POA Pool Committee. The POA must abide by local and state laws and regulations for public pools when pools are open to the public.

The Mueller Master Board sets public user fees annually, with input from the POA Pool Committee, using the City of Austin’s pool fees as a guide.

POA Members Pool Season and Schedule

The pool areas are generally open to POA members from March 1 through November 30.

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Pool Rules

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- a) Ella Wooten POA member hours: 5:00 am to 10:00 pm Tuesday through Sunday. Closed on Monday for cleaning and maintenance, except on major holidays.
- b) John Gaines POA member hours: 5:00 am to 10:00 pm Thursday through Tuesday. Closed on Wednesday for cleaning and maintenance, except on major holidays.
- c) Lap swim: On days when the pool areas are open, they are reserved for lap swimming only from 5:00 am to 8:00 am.

Public Pool Season and Schedule

The pool areas are generally open to the public from Memorial Day weekend through Labor Day.

- a) Lifeguards must be on duty at all times during public pool hours. The pool area will be closed to the public if lifeguards are not present at any time during the day.
- b) Ella Wooten public hours: 4:00 pm to 10:00 pm Tuesday through Friday; noon to 10:00 pm Saturday and Sunday.
- c) John Gaines public hours: 4:00 pm to 10:00 pm Thursday, Friday, Monday and Tuesday; noon to 10:00 pm Saturday and Sunday.

Pool Area Rules

Pool areas are subject to the following rules. The Mueller Master Board may revise any rules within its purview at any time, with input from the POA Pool Committee. POA rules may not conflict with applicable state and local laws and regulations.

Pool Area Access and Use

1. Pool Area Entry. POA members must present a POA pool pass to be admitted to the pool area without paying an entry fee.
2. Public users and POA members without a pool pass and their guests must pay an entry fee.
3. Prohibited Entry. No one is allowed to be in the pool area when the pool area is closed.
4. POA Members' Guests. Each POA member household is permitted to bring a maximum of four (4) non-POA member guests into the pool area at any time. All guests must be accompanied at all times by the sponsoring POA member, who must be 18 or older. Guests are required to register when they enter the pool area.
5. Any requests to reserve any part of the pool area must go to the POA. Requests for exclusive use must be approved by the Mueller Master Board in accordance with the Community Recommendations policy.
6. Adult Supervision. All children age 14 and under must be accompanied by an adult age 18 or older to enter the pool area and must be actively supervised by the person accompanying them at all times. This rule applies even when lifeguards are on duty.
7. Lap Lanes. Lap lanes designated by ropes are for lap swimming only and lounging in them is prohibited. Adults and children may swim laps in the lap lanes. Lap lanes should remain empty when not being used by a lap swimmer. Sitting or hanging on the divider ropes is prohibited.

8. Temporary Closing. Access to the pool area, or any portion of the pool area, may be temporarily closed or limited due to occupancy limits, weather, pool area conditions, maintenance, or other reasons. Entry into the pool area during regular hours is prohibited when a lifeguard, pool manager, or POA staff posts a "CLOSED" sign at the entrance.

Pool Toys and Equipment

1. Prohibited items. Lifeguards, pool managers, POA staff, and security guards may prohibit or confiscate toys they deem to be hazardous to others.
2. Hazardous Toys. Water guns, Nerf guns, frisbees, tennis balls, footballs, and any other hard balls, toys, or other items deemed hazardous by a lifeguard, pool manager, POA staff, or security guard are prohibited in the pool area.
3. Water Toys. Soft balls, dive toys and soft plastic toys such as dive sticks and Nerf balls are allowed only in the shallow end (4 feet or less), and only if the pool is not crowded.
4. Flotation Devices. Small inflatable floats, swim boards, baby floats, and other floating devices are allowed only in the shallow end (4 feet or less), and only if the pool is not crowded. Children must be actively supervised and within arm's reach of an accompanying adult when using them. Oversized floating devices, lounge floats, and rubber inner tubes are prohibited.
5. Snorkels and Swim Fins. Snorkels and fins are allowed in the pool. Children age 14 and under must be supervised by an accompanying adult age 18 or older when using a snorkel. Fins may only be worn in the pool and must be removed when out of the water.
6. Wheeled Items. Use of bicycles, roller skates, skateboards, scooters, and other wheeled recreational items is prohibited in the pool area. Pool users may temporarily store a bicycle inside the pool area at a designated location near the entrance gate and are solely responsible and liable for damage or theft of their bicycle.
7. Strollers and Wagons. Adults may bring baby strollers, wagons, wheelchairs, and other wheeled transportation equipment into the pool area. Strollers and wagons must be safely secured and stored on the grass or concrete away from the pool deck.
8. Damage or Theft. The POA, lifeguards, and security guards are not responsible for bicycles, toys, or other personal items inside the pool area and are not liable for their damage or theft.

Pool Area Safety

1. Posted Rules and Warning Signs. There is always a risk of personal injury when using the pool or the pool area. All pool area users must read and observe all the posted warning signs and rules in the pool area. The POA will not be responsible for any accidents, injuries, or losses in the pool area.
2. Lifeguards. Lifeguards are present at the pool only during public hours. When lifeguards are on duty all pool area users must follow lifeguard instructions. Members of the public who are not guests of a POA member may not enter the pool area unless lifeguards are present.
3. Lifeguard Signs. Signs are posted stating "NO LIFEGUARDS. SWIM AT YOUR OWN RISK." When no lifeguards are on duty, POA members and their guests may choose to swim at their own risk. Children age 14 and under must be accompanied by an adult age 18 or older.

4. Hourly Rest Period and Safety Check. When lifeguards are on duty, all children under the age of 18 are required to get out of the pool for a 10-minute rest period and safety check every hour. Parents are encouraged to change children's diapers or take them to the restroom during this time.
5. Severe Weather. The pool will close for 30 minutes when thunder is heard and/or lightning is observed. The pool will reopen 30 minutes after the last thunder is heard or lightning is seen. Everyone must leave the pool area immediately and seek shelter when thunder or lightening is present.
6. Pre-Swim Shower. All swimmers must take a rinse-off shower in the pool area restroom before entering the pool.
7. Swim Diapers. Children who are not toilet trained must wear a swim diaper under their bathing suit and a plastic or rubber diaper cover over their bathing suit while in the water. They must also wear a swim diaper or regular diaper while out of the water in the pool area.
8. Biological Contamination. Anyone aware of a fecal incident, vomiting, or other hazardous biological contamination in the pool must immediately report it to a lifeguard or, in the absence of lifeguards, to the POA and other pool users. All swimmers must exit the pool immediately for their own safety. The pool will be closed for sanitation and reopened when it is safe to swim again.

Prohibited Activities and Items

1. Diving. Diving into the pool is prohibited.
2. Running. Running, jumping, or skipping near the pool is prohibited.
3. Dangerous Play. Fighting and rough horseplay is prohibited in the pool area, including chicken fighting and dunking. Children and adults are prohibited from sitting on the shoulders or holding onto the back of another person in the pool area, both in and out of the water.
4. Food. Food of any kind including gum and candy is prohibited in the pool area to protect water quality and sanitation and help prevent infestation of ants and other insects. Picnics, ice chests, and coolers are also prohibited.
5. Drinks. Water and nonalcoholic juices and sodas in cans, drink boxes, or plastic bottles are allowed in the pool area but not in the pool. Open cups are not allowed due to spills.
6. Alcohol. Alcoholic beverages or products of any kind are prohibited in the pool area. Persons possessing alcohol or suspected of being intoxicated will not be allowed in the pool area.
7. Glass. Glass of any type is prohibited in the pool area.
8. Tobacco. Tobacco products of any kind are prohibited in the pool area. Smoking, chewing, or vaping is not allowed anywhere within the pool area. Persons using tobacco in the pool area will be required to leave.
9. Illegal Drugs. Illegal drugs and drug paraphernalia of any kind are prohibited in the pool area. Persons suspected of possessing or using illegal drugs will not be allowed in the pool area.
10. Weapons. Firearms, knives, slingshots, and other weapons of any kind are prohibited in the pool area. The discharge of firearms, pellet guns, bow and arrows, slingshots, and other hazardous

items is prohibited. Persons suspected of possessing a weapon will not be allowed in the pool area.

11. SCUBA Equipment. SCUBA diving equipment, such as tanks, regulators, and buoyancy control devices, is prohibited in the pool area.
12. Flotation Devices. Oversized floating devices, lounge floats, and rubber inner tubes are prohibited.
13. Hazardous Toys. Water guns, Nerf guns, frisbees, tennis balls, footballs, and any other hard balls or toys deemed hazardous by a lifeguard, pool manager, POA staff, or security guard are prohibited.
14. Wheeled Items. Use of bicycles, roller skates, skateboards, scooters and other wheeled recreational items is prohibited in the pool area, with the exception of bicycles temporarily stored by pool users in a designated area.
15. Music Devices. One- and two-speaker music devices are prohibited. Earphones or headphones must be used when listening to music in the pool area so that others cannot hear the sound.
16. Animals. Animals are not allowed in the pool area due to water quality, sanitation, and safety concerns, with the exception of service animals as defined by the Americans with Disabilities Act (ADA). The ADA states that service animals are allowed in a swimming pool area, but not in the pool itself. Service animals should be properly supervised and restrained in the pool area.

The U.S. Department of Justice and the Americans with Disabilities Act (ADA) define a service animal as “a dog that has been individually trained to do work or perform tasks for the benefit of an individual with a disability.” Emotional support, therapy, comfort, or companion animals do not qualify as service animals under the ADA. www.ada.gov/resources/service-animals-faqs

Personal Responsibilities

1. Respectful Behavior. Profanity, lewd behavior, and excessive displays of affection are prohibited in the pool area.
2. Trash Removal. Every pool area user is responsible for cleaning up all trash and other debris they bring into the pool area. Trash and debris must be deposited in appropriate trash receptacles.
3. Swimwear. Suitable bathing attire must be worn when swimming. Cut-offs and street clothes are not appropriate swimwear and may not be worn in the pool. Overly revealing swimwear including thong bottoms is prohibited.
4. Footwear. Shoes, clogs, sandals, tennis shoes, or other appropriate footwear must be worn at all times in the pool area, except when entering, exiting, or in the pool.
5. Lawn Chairs. Pool users may bring lawn chairs into the pool area and must take them when they leave.
6. Lost Items. Any items left unattended in the pool area for more than three hours will be removed and placed in a lost and found bin. The lifeguards and the POA are not responsible for items left unattended.

7. Lockers. Pool area restrooms have lockers available for temporary day use. Locks must be removed by the end of the day. Lockers may be searched at any time and any prohibited items will be confiscated and disposed of.

Violations of Pool Rules

A violation of any of these pool rules may result in disciplinary action by lifeguards on duty, a pool manager, a security guard, and the POA. The disciplinary action will be determined by the severity of the violation, the risk imposed on others as a result of the violator's actions, and the violator's subsequent behavior and compliance with instructions.

Lifeguards, pool management, POA staff, and security guards are the final authority on matters in the pool area. Anyone who disagrees with a decision must adhere to the decision at the time and may file a complaint with the POA.

Disciplinary Actions

1. A violator may be given a "timeout" and instructed to leave the pool or the entire pool area for a specified length of time.
2. A violator may be instructed to leave the pool area for the rest of the day. No refunds will be given to paying pool users.
3. The POA may send a written warning to the violator, or the violator's parent or guardian.
4. Continued violations may result in the loss of pool privileges for a period of time including the duration of the remaining pool season, at the discretion of the Mueller Master Board, with input from the POA Pool Committee.
5. The POA will report criminal actions to the Austin Police Department. Criminal prosecution or other legal action may be pursued.
6. The POA may assess fines and request reimbursement from property owners for expenses to repair damages caused by them, their family members, or their guests.
7. The POA may file a civil complaint to seek legal remedies, including fines and recovery of any expenses to repair damages, against anyone who violates the pool rules or causes damage in the pool area.

ATTACHMENT 5

Mueller Community Gardens Rules John Gaines Park

Our mission is to cultivate a vibrant green space where neighbors can connect, learn, and grow organic food using sustainable practices.

A. GARDEN SITE STANDARDS

Service hours:

Community Gardeners may be required to contribute hours of volunteer service. This is in addition to maintenance of your plot and pathway borders. Organized Garden Work Days will be scheduled and posted on the Garden Facebook Page and the Mueller Messenger. On these work days, projects are scheduled for garden clean-up and maintenance. Opportunities for service hours include, but are not limited to:

- 1. Providing yard bags for shed**
- 2. Maintaining Common Areas**
- 3. Cleaning tool shed**
- 4. Weeding vacant beds**

A notebook for logging volunteer service hours will be kept in the shed.

Rules

1. No trees, shrubs, bamboo, cacti, castor beans (or other poisonous plants) or illegal plants may be planted in or outside of a plot.
2. Water-wise practices must be used in all garden plots. No unattended watering.
3. All plants must be contained within the garden plot.
4. Diseased and pest-ridden plants must be removed from the site or placed in yard bags to prevent spreading.
5. No permanent structures are allowed in garden plots. Temporary structures should not shade a neighbor's plot without the approval of that neighbor.
6. Only organic nutrients and pest controls are used in the garden.
7. Edging materials may be used, provided they are limited to cedar, untreated pine, stone or masonry. The use of chemically treated wood is not allowed. These products contain arsenic, hexavalent chromium and other toxic substances, which may leach into the soil.
8. Garden tools should be used only for the purpose for which they were intended. They should be rinsed off before returning them to the shed. Tools may not be taken off site.
9. Pets are not allowed inside the garden site.
10. Children are encouraged to participate and there is a designated plot for kids to plant approved seeds/plants, but they must be supervised at all times.

11. ALL plant refuse must be bagged in provided lawn bags. Large stalks should be cut to fit and the bag is only to be filled $\frac{3}{4}$ full so that it can be folded down.
12. A trash bin will be provided at the garden. Plants should not be placed in the trash bins.
13. When leaving, gardeners will make sure all rinsed tools, trash, empty plant pots, etc. are returned to their storage area.
14. Gardeners will make sure all water is turned off before leaving the garden. Roll hoses neatly.

B. MAINTENANCE

Plot maintenance is defined as:

1. **Plot owners are expected to garden at all times of the year. Any exceptions must have approval by the garden committee. Gardens are not to be left neglected or unattended (unwatered and/or overrun with weeds) for more than one month without prior notice and/or arrangements with the garden committee.**
2. Regular attention to encroaching Bermuda grass and other weeds and grasses within your plot and pathways.
3. Regular harvesting and removal of dead/dying plants and rotting vegetables. If you are letting a plant go to seed in order to collect the seeds, please indicate by placing a bag over the fruit or plant. This will keep those seeds from spreading and will notify the Garden Committee you are collecting seeds.
4. It is the responsibility of the gardener to notify the community garden management personnel if they are no longer able to tend their plot; will be absent for a long period of time (6 months or more) ; or have asked a friend to tend their garden plot.

All plots will be inspected on a regular basis. If a problem is noted with your garden plot area:

- You will be contacted immediately by the Garden Committee Chair and/ or Cohere (via the method marked as the best way for reaching you on your garden contract). You will have 36 hours to return his/her call/email.
- At the time of the responding call/email, if needed, a solution will be agreed upon and a deadline will be given to correct the issue at hand.
- When the problem is resolved, the gardener will contact the Garden Committee Chair/Cohere to inform him/her of the completion of said solution. The Garden Committee Chair/Cohere will then inspect the plot and follow up with the gardener as he/she sees need.
- If the problem is not resolved in a satisfactory manner, a face to face meeting at the garden will be scheduled. The gardener must meet with the Garden Committee Chair to clarify and resolve the problem on site immediately.
- Problems that result in a direct safety/well-being hazard will be dealt with immediately by the Garden Committee Chair/Cohere.
- Any failure to meet any deadline/meeting or resolve issues in a way that is satisfactory to meet guidelines will result in the forfeiture of one's gardening plot and privileges. In the event that a plot is

considered forfeited, the Garden Committee Chair/Cohere will notify the gardener of the forfeited status of his/her plot. It is the responsibility of the gardener to contact the Garden Committee Chair immediately if there is a problem or if clarification is needed with the stated problem, the proposed solution, or if there is a difficulty in meeting the scheduled deadlines.

C. FORFEITURE (Giving Up/Forfeiting Your Plot)

If you find that you just don't have the time to tend your plot properly with all of the other obligations in your life, contact the Garden Chair through Cohere. If you and the Garden Chair/Cohere have decided that you will need to clean out your plot, then it is important that you complete that as soon as possible (or within a one week window). Then reconnect with the Garden Chair for inspection. Gardeners who abandon their plots without talking with the Garden Chair and/or cleaning them out will not be able to return to the garden. Please remember that Cohere cannot refund any monies that have been paid for memberships or plot rentals.

D. SAFETY AND SECURITY

- Do not give the gate and/or tool shed lock combination to another person. The gate must be kept closed at all times.
- If you are the last gardener around, lock the tool shed and gate when leaving. The tool shed and gate are to remain locked from sundown to sunrise.
- Do not leave the combination locks hanging open or with the combination exposed. Happy gardening!

E. PROCEDURES FOR OBTAINING A PLOT

- Plot applications must be submitted to the Master Association.
- Prior to gardening, the Master Association must have received a completed Use Agreement and Release (attached) and deposit and fees check.
- Plot Fees
 - **Fees:** \$50 per year or \$30 per season: Spring/Summer (February - July) or Fall/Winter (August - January).
 - **Seasons:** Plot fees are to be paid by the first day of each season. The spring season is from Feb. 1 to July 31, and the fall season runs from August 1 to January 31.
 - Statements will not be sent. Plot holders are required to pay prior to the deadline. Fees not paid prior to the due date may result in the loss of membership.
 - Payments can be made in person or via mail at Mueller Central (4550 Mueller Blvd., Austin, TX 78723). Payments should be made payable via check to the Mueller Master Community, Inc., noting it is for a Community Garden Plot and including the plot number.

MUELLER MASTER COMMUNITY ASSOCIATION
COMMUNITY GARDENS USE AGREEMENT AND RELEASE

Printed Name: _____ Plot Number: _____

Email: _____

Address: _____

Primary Phone: _____ Secondary Phone: _____

Other Phone(s) and Emergency Contact: _____

☐

By checking this box, I agree that my email and plot number can be shared with other gardeners for communication purposes.

I hereby request entry to the community gardens and related facilities at John Gaines Park located at 2708 Sorin Austin, TX (the "Facilities") operated by the Mueller Master Community, Inc. (the "Master Association"). I assume full responsibility for the conduct of my guests and the condition of the Facilities at the end of use. I have read and understand the Mueller Master Association Community Garden Rules, and I agree to abide by the Rules.

I agree to assume responsibility for and release the Mueller Master Association, any management personnel hired by the Mueller Master Association, and its officers, directors, and employees (collectively, the "Released Parties"), from any claims, demands, debts, actions, causes of action, suits, personal injury, property damage, agreements, obligations, defenses, offsets and liabilities of any kind or charter whatsoever known or unknown, suspected or unsuspected, in contract or in tort, at law or in equity, that my children or I ever had, now have, or may hereafter have (collectively, the "Claims") against the Released Parties for or by reason of any matter, cause or thing whatsoever occurring in connection with our use of the Facilities (collectively, the "Release").

THIS RELEASE EXPRESSLY INCLUDES ANY CLAIMS ARISING OUT OF THE NEGLIGENCE OR ALLEGED NEGLIGENCE OF ONE OR MORE OF THE RELEASED PARTIES.

This Release also includes, but is not limited to, the results of any emergency treatment of my guests, family, others living in my household, or me. I further waive any claim for damages for or arising out of the use of the Facilities. I further acknowledge that I am engaging in this activity at my own request and risk and am not entitled to compensation, benefit or insurance coverage from the Master Association, nor will I claim any from the Master Association. I agree to defend, indemnify and hold the Released Parties harmless from and against any case of action, claim, personal injury, property damage, obligation, liability, cost or expense, including reasonable attorney's fees, incurred, arising out of or resulting from my use or my children's use of the Facilities (collectively, the "Indemnity").

THIS INDEMNITY EXPRESSLY INCLUDES ANY CLAIMS ARISING OUT OF THE NEGLIGENCE OR ALLEGED NEGLIGENCE OF ONE OR MORE OF THE RELEASED PARTIES.

I have read this release and understand all its terms and execute it voluntarily with full knowledge of its significance. I execute this release on behalf of myself, my estate, heirs, executors, administrators, and assigns and on behalf of my family (including children) and my guests.

I agree that my guests, family, others living in my household, and I have read and will abide by ALL the Muller Master Association Community Garden Rules and the rules of the Mueller Master Association related to the Facilities and understand that any damage resulting to the Facilities area because of any of the above stated persons' use of the Facilities will be paid in full by me personally.

Signature: _____ Date: _____

ATTACHMENT 6
MUELLER MASTER COMMUNITY, INC.
INTEGRATED PEST MANAGEMENT PLAN

1. A requirement of the Mueller Planned Unit Development Zoning Ordinance, Document No. 040826-61, and Restrictive Covenant, Document No. 2006014581, is that an Integrated Pest Management (IPM) Plan for the project be kept on file at the City of Austin Watershed Protection and Development Review Department. This IPM is to be followed by all property owners within the overall project boundary, which encompasses seven hundred (700) acres. This applies equally to all property owners, from open space to individual residential lots to large commercial sites.
2. Integrated Pest Management (IPM) is a system of controlling pests (weeds, diseases, insects or others) in which pests are identified, action thresholds are considered, all possible control options are evaluated and selected control(s) are implemented. Control options – which include biological, cultural, manual, mechanical and chemical methods – are used to prevent or remedy unacceptable pest activity or damage. Choice of control option(s) is based on effectiveness, environmental impact, site characteristics, public health and safety, and economics. IPM takes advantage of all appropriate pest management options:
 - a. Accurately diagnose problems before considering any treatment;
 - b. Use least-toxic solutions when addressing landscape problems;
 - c. Not apply fertilizer or pesticides before a rain;
 - d. Not to kill every bug and encourage beneficial insects;
 - e. Use pesticides as a last resort; and
 - f. Always read and follow pesticide label instructions.
3. The Grow Green program provides a community-wide environmental education program intended to preserve and protect our water resources in partnership with the City of Austin Watershed Protection and Development Review Department. Partnering agencies distribute educational materials, such as a Grow Green Guide. The City's Grow Green Guide can be found at www.austintexas.gov/department/grow-green and the Mueller Environmental Education Packet (MEEP) can be found on www.MuellerAustin.com.

ATTACHMENT 7

MUELLER MASTER COMMUNITY, INC. FINE AND ENFORCEMENT POLICY

1. Background. Mueller Master Community is subject to that certain Mueller Master Community Covenant recorded in the Official Public Records of Travis County, Texas, as amended ("**Master Covenant**"). In accordance with the Master Covenant, Mueller Master Community, Inc., a Texas non-profit corporation (the "**Master Association**") was created to administer the terms and provisions of the Master Covenant. Unless the Master Covenant or applicable law expressly provides otherwise, the Master Association acts through a majority of its board of directors (the "**Board**"). The Master Association is empowered to enforce the covenants, conditions and restrictions of the Master Covenant, Articles of Incorporation, Bylaws, Master Community Manual, the Design Book (if adopted), any applicable Supplemental Covenant, any applicable Notice of Applicability, and any rules and regulations promulgated by the Master Association pursuant to the Master Covenant or any Supplemental Covenant, as each may be adopted and amended from time to time (collectively, the "**Governing Documents**"), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Master Covenant and the obligations of the Owners to compensate the Master Association for costs incurred by the Master Association for enforcing violations of the Governing Documents.

The Mueller Master Community includes two sub-associations, the Mueller Mixed Use Community, Inc. (the "**Mixed Use Association**") and the Mueller EC/TC Community, Inc. (the "**EC/TC Association**"), each with its own geographic boundaries. The Board desires that the board of directors of these two sub-associations (the "**Mixed-Use Board**" and the "**EC/TC Board**") be involved in the enforcement of the Governing Documents. The Board hereby adopts this Fine and Enforcement Policy to establish equitable policies and procedures for the levy of fines within the Master Association in compliance with the Chapter 209 of the Texas Property Code, titled the "Texas Residential Property Owners Protection Act," as it may be amended (the "**Act**"). To the extent any provision within this policy is in conflict with the Act or any other applicable law, such provision shall be modified to comply with the applicable law.

Terms used in this policy, but not defined, shall have the meaning subscribed to such term in the Governing Documents.

2. Policy. The Master Association strives to obtain compliance with the Governing Documents through education and voluntary compliance and cooperation of those subject to the Governing Documents. The Master Association uses fines only as appropriate - when a violation occurs and compliance cannot otherwise be achieved – not to punish violators or generate revenue for the Master Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Master Association for enforcing the Governing Documents. The Master Association's use of fines does not interfere with its exercise of other rights and remedies for the same violation.

Although the Master Association staff may perform some level of monitoring and inspection proactively for Rules violations, the Master Association also relies on Owners, Tenants and Residents to identify and report violations of these Rules and the Governing Documents. The Master Association also relies on Owners, Tenants, and Residents to help keep each other informed about the Rules. Recognizing that an Owner, Tenant or Resident may be reluctant to confront another Owner, Tenant, or Resident about a violation, the Master Association will work with Owners, Tenants, and Residents to enforce the Rules based on complaints. Generally, when a complaint is not on a form approved by the Board, the Master Association may investigate the complaint at the Master Association's discretion. If a complaint is on a complaint form approved by the Board and signed by an Owner, Tenant, or Resident, the Master Association shall investigate the complaint and provide a written response to the complainant acknowledging receipt of the complaint and generally describing the actions taken in response to the complaint. Generally, the Master Association may refuse to enforce a violation: (1) that cannot be easily and independently verified; (2) for which it did not receive a signed written complaint; (3) for which the complainant will not cooperate with monitoring the violation and compliance; and (4) which the Board does not consider to be significant or community-wide.

3. Owner's Liability. An Owner is liable for fines levied by the Master Association for violations of the Governing Documents by the Owner and the relatives, guests, employees, and agents of the Owner and residents. Regardless of who commits the violation, the Master Association may direct all communications regarding the violation to the Owner.
4. Amount. The Master Association may establish fines for certain categories of violations on a case-by-case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Master Association may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation and should be uniform for similar violations of the same provision of the Governing Documents. If the Master Association allows fines to accumulate, the Master Association may establish a maximum amount for a particular fine, at which point the total fine will be capped.
5. Informal Violation Notice. Generally, the Master Association will first attempt to obtain compliance with the Governing Documents through an informal and cooperative approach. The Association may send an Initial Notice by regular mail, with a copy sent by e-mail when the e-mail address is available, advising of the violation and curative measure(s) needed to be undertaken. If the noted and/or similar violation has not been fully cured to the satisfaction of the Association, the Association may send a Second Notice by regular mail, with a copy sent by e-mail when the e-mail address is available, advising of the violation and curative measure(s) needed to be undertaken. However, if the Board decides that the violation requires expedited handling, the Board is entitled to dispense with sending the owner either or both of these notices and proceed to Formal Violation Notice.
6. Formal Violation Notice. Except as set forth in Section 5(C) below, before levying a fine, the Master Association will give (i) a written violation notice via certified mail to the Owner (at the Owner's last known address as shown in the Master Association records) (the "**Violation Notice**") and (ii) an opportunity to be heard, if requested by the Owner. The Master Association's Violation Notice will contain the following items: (1) the date the Violation Notice is prepared or

mailed; (2) a description of the violation or property damage that is the basis for the Specific Assessment, suspension action, or other charge; (3) a reference to the rule or provision that is being violated; (4) a description of the action required to cure the violation and a reasonable timeframe in which the violation is required to be cured to avoid the fine or suspension; (5) the amount of the possible fine; (6) a statement that no later than the thirtieth (30th) day after the date the notice was mailed, the Owner may request a hearing pursuant to Section 209.007 of the Texas Property Code, and further, if the hearing held pursuant to Section 209.007 of the Texas Property Code is to be held by a committee appointed by the Board, a statement notifying the Owner that he or she has the right to appeal the committee's decision to the Board by written notice to the Board; and (7) a statement that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. section *et seq.*), if the Owner is serving on active military duty. The Violation Notice sent out pursuant to this paragraph is further subject to the following:

- A. First Violation. If the Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months, the Violation Notice will state those items set out in (1) – (7) above, along with a reasonable timeframe by which the violation must be cured to avoid the fine. The Violation Notice must state that any future violation of the same rule may result in the levy of a fine. A fine pursuant to the *Schedule of Fines* may be levied if an Owner does not cure the violation within the timeframe set forth in the notice.
- B. Uncurable Violation/Violation of Public Health or Safety. If the violation is of an uncurable nature or poses a threat to public health or safety (as exemplified in Section 209.006 of the Texas Property Code), then the Violation Notice shall state those items set out in (1), (2), (3), (5), (6), and (7) above, and the Master Association shall have the right to exercise any enforcement remedy afforded to it under the Governing Documents, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*. Uncurable violations are non-repetitive, one-time, and not ongoing. Examples of acts considered uncurable are an act that constitutes a threat to health or safety, property damage, including the alteration or removal of landscaping (without prior approval) and holding a garage sale or other event prohibited by the dedicatory instrument.
- C. Repeat Violation without Attempt to Cure. If the Owner has been given a Violation Notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months but commits the violation again, then the Owner shall not be entitled to an additional Violation Notice or a hearing pursuant to Section 209.007 of the Texas Property Code, and the Master Association shall have the right to exercise any enforcement remedy afforded to it under the Governing Documents, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*. After an Owner has been provided a Violation Notice as set forth herein and assessed fines in the amounts set forth in the *Schedule of Fines*, if the Owner has never cured the violation in response to any Violation Notices sent or any fines levied, then the Board, in its sole

discretion, may determine that such a circumstance is a continuous violation which warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board. If the matter is still not cured, the Board may send the matter to the Association attorney for additional enforcement.

The Master Association will provide a copy of all written violation notices to Board and the Mixed-Use Board or the EC/TC Board depending on the location of the violation after the notice is mailed.

7. Violation Hearing. If the Owner is entitled to an opportunity to cure the violation, then the Owner has the right to submit a written request to the Master Association for a hearing before the Board or a Covenants Committee appointed by the Board, which may include members of the Mixed-Use Board or the EC/TC Board, subject to Article 5.02 of the Master Association Bylaws, to discuss and verify the facts and resolve the matter. To request a hearing, the Owner must submit a written request (the “**Request**”) to the Master Association’s manager (or the Board if there is no manager) within thirty (30) days after receiving the Violation Notice. The Master Association must then hold the hearing requested no later than thirty (30) days after the Board receives the Request. The Board must notify the Owner of the date, time, and place of the hearing at least (10) days before the date of the hearing. Not later than ten (10) days before the Association holds the hearing, the Association shall provide to the Owner a packet containing all documents, photographs, and communications the Association intends to introduce at the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. The Board or the Owner may request a postponement, and if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. Notwithstanding the foregoing, the Master Association may exercise its other rights and remedies as set forth in Section 209.007(d) and (e) of the Texas Property Code. Any hearing before the Board will be held in a closed or executive session of the Board. At the hearing, the Board, or the Covenants Committee, will consider the facts and circumstances surrounding the violation. The Owner shall attend the hearing in person, but may be represented by another person (i.e., attorney) during the hearing, upon advance written notice to the Board. If an Owner intends to make an audio recording of the hearing, such Owner’s request for hearing shall include a statement noticing the Owner’s intent to make an audio recording of the hearing, otherwise, no audio or video recording of the hearing may be made, unless otherwise approved by the Board. The minutes of the hearing must contain a statement of the results of the hearing and the fine, if any, imposed. A copy of the Violation Notice and Request should be placed in the minutes of the hearing. If the Owner appears at the meeting, the notice requirements will be deemed satisfied. Unless otherwise agreed by the Board, each hearing shall be conducted in accordance with the agenda attached hereto as Exhibit A. Following a hearing before the Covenants Committee, the Owner shall have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the Master Association within 10 days after the hearing date.
8. Due Date. Fines and/or damage charges are due immediately if the violation is incurable or poses a threat to public health or safety. If the violation is curable, the fine and/or damage charges are due immediately after the later of: (1) the date that the cure period set out in the first Formal Violation Notice ends and the Owner does not attempt to cure the violation or the

attempted cure is unacceptable to the Master Association, or (2) if a hearing is requested by the Owner, such fines or damage charges will be due immediately after the Board's final decision on the matter, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing.

9. Lien Created. The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot is, together with interest as provided in *Section 12.7(a)* of the Master Covenant and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Master Association pursuant to *Section 12.6(a)* of the Master Covenant. Unless otherwise provided in *Section 12.4* of the Master Covenant, the fine and/or damage charge will be considered a Specific Assessment for the purpose of this Article and will be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to *Chapter 12* of the Master Covenant.
10. Levy of Fine. Any fine levied shall be reflected on the Owner's periodic statements of account or delinquency notices.
11. Foreclosure. The Master Association may not foreclose its assessment lien on a debt consisting solely of fines.
12. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Master Association records an amendment to this policy in the county's official public records.

[Schedule of Fines on following page]

Schedule of Fines

The Board has adopted the following general schedule of fines. The number of notices set forth below does not mean that the Board is required to provide each notice prior to exercising additional remedies as set forth in the Governing Documents. The Board may elect to pursue such additional remedies at any time in accordance with applicable law. The Board also reserves the right to set fine amounts on a case-by-case basis, provided the fine is reasonable in light of the nature, frequency, and effect of the violation:

FINES‡:

New Violation: Notice of Violation	General Violation Categories: • <i>Unsightly Conditions on a Lot</i> • <i>Unauthorized Construction or Modification of Improvements</i> • <i>Landscape Violations (mowing, etc.)</i> • <i>Trash Container Violations</i> • <i>Failure to Maintain Dwelling (Exterior) or Fencing</i> • <i>Common Property Use Violations</i> • <i>All Other Violations**</i>	Fine Amount: \$25.00 (if a curable violation, may be avoided if Owner cures the violation by the time specified in the notice)
Repeat Violation (No Right to Cure or Uncurable Violation):	For a continuing violation, the Association may charge fines on a daily basis (\$10.00 per day), or based on each additional notice sent	Fine Amount: 1st Notice \$50.00 2nd Notice \$75.00 3rd Notice \$100.00 4th Notice \$125.00
Maximum Cumulative Fines per Violation		\$500 per violation

‡ The Board reserves the right to adjust these fine amounts based on the severity and/or frequency of the violation.

** The Association further reserves the right to record a supplemental or separate fine schedule that will remove specified violations from the "All Other Violations" category and, thereafter, apply the fines set forth in the fine schedule.

EXHIBIT A

HEARING BEFORE THE BOARD

Note: An individual will act as the presiding hearing officer. The hearing officer will provide introductory remarks and administer the hearing agenda.

I. Introduction:

Hearing Officer.

The Board has convened for the purpose of providing [Owner] an opportunity to be heard regarding a notice of violation of the Governing Documents sent by the Master Association.

The hearing is being conducted as required by Section 209.007(a) of the Texas Property Code and is an opportunity for [Owner] to discuss, verify facts, and attempt to resolve the matter at issue. The Board may be able to resolve the dispute at the hearing or the Board may elect to take the matter under advisement and conclude the hearing. If the matter is taken under advisement, a final decision will be communicated in writing within fifteen (15) days.

II. Presentation of Facts:

Hearing Officer.

This portion of the hearing is to permit a representative of the Master Association the opportunity to describe the violation and to present photographs or other material relevant to the violation, fines or penalties. After the Master Association's representative has finished his presentation, the Owner or its representative will be given the opportunity to present photographs or other material relevant to the violation, fines or penalties. The Board may ask questions during either party's presentation. It is requested that questions by [Owner] be held until completion of the presentation by the Master Association's representative.

[Presentations]

III. Discussion:

Hearing Officer.

This portion of the hearing is to permit the Board and [Owner] to discuss factual disputes relevant to the violation. Discussion regarding any fine or penalty is also appropriate. Discussion should be productive and designed to seek, if possible, a mutually agreed upon resolution of the dispute. The Hearing Officer retains the right to conclude this portion of the hearing at any time.

IV. Resolution:

Hearing Officer.

This portion of the hearing is to permit discussion between the Board and [Owner] regarding the final terms of a mutually agreed upon resolution, if such resolution was agreed upon during the discussion phase of the hearing. If no mutually agreed upon resolution was reached, the Hearing Officer may: (i) request that the Board enter into executive session to discuss the matter; (ii) request that the Board take the matter under advisement and adjourn the hearing; or (iii) adjourn the hearing..

ATTACHMENT 8

MUELLER MASTER COMMUNITY, INC. ASSESSMENT COLLECTION POLICY

Mueller Master Community is a community (the "Master Community") created by and subject to the Mueller Master Community Covenant recorded in the Official Public Records of Travis County, Texas, and any amendments or supplements thereto ("Master Covenant"). The operation of the Master Community is vested in Mueller Master Community, Inc. (the "Master Association"), acting through its board of directors (the "Board"). The Master Association is empowered to enforce the covenants, conditions and restrictions of the Master Covenant, Articles of Incorporation, Bylaws, and any rules and regulations, as adopted and amended from time to time (collectively, the "Governing Documents").

The Board adopts this Assessment Collection Policy to establish equitable policies and procedures for the collection of Assessments levied pursuant to the Governing Documents. Terms used in this policy but not defined shall have the meaning subscribed to such term in the Governing Documents.

Section 1. DELINQUENCIES, LATE CHARGES & INTEREST

- 1-A. Due Date. An Owner will timely and fully pay Assessments. Base Assessments are assessed annually and are due and payable on the first calendar day of the month at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion.
- 1-B. Delinquent. Any Assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full — including collection costs, interest and late fees.
- 1-C. Late Fees & Interest. If the Master Association does not receive full payment of an Assessment by 5:00 p.m. on the due date established by the Board, the Master Association may levy a late fee, as specified in the Fee Schedule determined by a resolution of the Board, and/or interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of 1 and 1/2% per month) until paid in full.
- 1-D. Liability for Collection Costs. The defaulting Owner is liable to the Master Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Master Association in collecting the delinquency.
- 1-E. Insufficient Funds. The Master Association may levy a charge, as specified in the Fee Schedule determined by a resolution of the Board, for any check returned to the Master Association marked "not sufficient funds" or the equivalent.
- 1-F. Waiver. Properly levied collection costs, late fees, and interest may be waived by the Master Association.

Section 2. INSTALLMENTS & ACCELERATION

If an assessment, other than a Base Assessment, is payable in installments, and if an Owner defaults in the payment of any installment, the Master Association may declare the entire assessment in default and accelerate the due date on all remaining installments of the assessment.

Section 3. PAYMENTS

- 3-A. Payment Plans. If required by the Texas Property Code, the Master Association will allow payment plan to a delinquent Owner with a minimum term of at least three (3) months from the date the payment plan is requested for which the Owner may be charged reasonable administrative costs and interest. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous payment plan in the last two (2) years. The Master Association is not required to make a payment plan available to a Member after the Delinquency Cure Period allowed under Paragraph 5-B expires.
- 3-B. Form of Payment. The Master Association may require that payment of delinquent Assessments be made only in the form of cash, cashier's check, or certified funds.
- 3-C. Partial and Conditioned Payment. The Master Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments.
- 3-D. Notice of Payment. If the Master Association receives full payment of the delinquency after recording a notice of lien, the Master Association will cause a release of notice of lien to be publicly recorded, a copy of which will be sent to the Owner. The Master Association may require the Owner to prepay the cost of preparing and recording the release.
- 3-F. Correction of Credit Report. If the Master Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Master Association will report receipt of payment to the credit reporting service.

Section 4. LIABILITY FOR COLLECTION COSTS

- 4-A. Collection Costs. The defaulting Owner may be liable to the Master Association for the cost of title reports, credit reports, certified mail, long distance calls, filing fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency account.

Section 5. COLLECTION PROCEDURES

- 5-A. Delegation of Collection Procedures. From time to time, the Master Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Master Association's manager, an attorney, or a debt collector.

- 5-B. Verification of Owner Information. The Master Association may obtain a title report to determine the names of the Owners and the identity of other lien-holders, including the mortgage company.
- 5-C. Collection Agency. The Board may employ or assign the debt to one or more collection agencies.
- 5-D. Notification of Mortgage Lender. The Master Association may notify the Mortgage lender of the default obligations.
- 5-E. Notification of Credit Bureau. The Master Association may report the defaulting Owner to one or more credit reporting services.
- 5-F. Collection by Attorney. If the Owner's account is delinquent the delinquent account may be referred to Master Association's attorney for collection. In the event an account is referred to the Master Association's attorney, the Owner will be liable to the Master Association for its legal fees and expenses.
- 5-G. Notice of Lien. The Master Association's attorney may cause a notice of the Master Association's Assessment lien against the Owner's home to be publicly recorded.
- 5-H. Cancellation of Debt. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Master Association.
- 5-I. Suspension of Use of Certain Facilities or Services. The Board may suspend the use of the Common Area amenities by an Owner, or his tenant or occupant, whose account with the Master Association is delinquent for at least thirty (30) days.

Section 6. GENERAL PROVISIONS

- 6-A. Other Rights. This policy is in addition to and does not detract from the rights of the Master Association to collect Assessments under the Governing Documents and the laws of the State of Texas.
- 6-B. Notices. Unless the Governing Documents, applicable law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Master Association's records, or on personal delivery to the Owner. If the Master Association's records show that an Owner's property is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one occupant is deemed notice to all occupants. Written communications to the Master Association, pursuant to this policy, will be deemed given on actual receipt by the Master Association's president, secretary, managing agent, or attorney.
- 6-C. Amendment of Policy. This policy may be amended from time to time by the Board.

ATTACHMENT 9

MUELLER MASTER COMMUNITY, INC. RECORDS INSPECTION, COPYING AND RETENTION POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Mueller Master Community Covenant recorded in the Official Public Records of Travis County, Texas, as amended (the "Master Covenant").

Note: Texas statutes presently render null and void any restriction in the Master Covenant which restricts or prohibits the inspection, copying and/or retention of association records and files in violation of the controlling provisions of the Texas Property Code or any other applicable state law. The Board has adopted this policy in lieu of any express prohibition or any provision regulating such matters which conflict with Texas law, as set forth in the Master Covenant.

1. **Written Form.** The Master Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

2. **Request in Writing; Pay Estimated Costs In Advance.** An Owner (or an individual identified as an Owner's agent, attorney or certified public accountant, provided the designation is in writing and delivered to the Master Association) may submit a written request via certified mail to the Master Association's mailing address or authorized representative listed in the management certificate to access the Master Association's records. The written request must include sufficient detail describing the books and records requested and whether the Owner desires to inspect or copy the records. Upon receipt of a written request, the Master Association may estimate the costs associated with responding to each request, which costs may not exceed the costs allowed pursuant to Texas Administrative Code Section 70.3, as may be amended from time to time. Before providing the requested records, the Master Association will require that the Owner remit such estimated amount to the Master Association. The Master Association will provide a final invoice to the Owner on or before the 30th business day after the records are provided by the Master Association. If the final invoice includes additional amounts due from the requesting party, the additional amounts, if not reimbursed to the Master Association before the 30th business day after the date the invoice is sent to the Owner, may be added to the Owner's account as a Specific Assessment. If the estimated costs exceeded the final invoice amount, the Owner is entitled to a refund, and the refund shall be issued to the Owner not later than the 30th business day after the date the final invoice is sent to the Owner.

3. **Period of Inspection.** Within ten (10) business days from receipt of the written request, the Master Association must either: (1) provide the copies to the Owner; (2) provide available inspection dates; or (3) provide written notice that the Master Association cannot produce the documents within the ten (10) business days along with either: (i) another date within an additional fifteen (15) business days on which the records may either be inspected or by which the copies will be sent to the Owner; or (ii) a notice that after a diligent search, the requested records are missing and cannot be located.

4. **Records Retention.** The Master Association shall keep the following records for at least the time periods stated below:

- a. **PERMANENT:** The Articles of Incorporation or the Certificate of Formation, the Bylaws and the Master Covenant, any and all other governing documents, guidelines, rules, regulations and policies and all amendments thereto recorded in the property records to be effective against any Owner and/or Member of the Master Association.
- b. **FOUR (4) YEARS:** Contracts with a term of more than one (1) year between the Master Association and a third party. The four (4) year retention term begins upon expiration of the contract term.
- c. **FIVE (5) YEARS:** Account records of each Owner. Account records include debit and credit entries associated with amounts due and payable by the Owner to the Master Association, and written or electronic records related to the Owner and produced by the Master Association in the ordinary course of business.
- d. **SEVEN (7) YEARS:** Minutes of all meetings of the Board and the Owners.
- e. **SEVEN (7) YEARS:** Financial books and records produced in the ordinary course of business, tax returns and audits of the Master Association.
- f. **GENERAL RETENTION INSTRUCTIONS:** "Permanent" means records which are not to be destroyed. Except for contracts with a term of one (1) year or more (See item 4.b. above), a retention period starts on the last day of the year in which the record is created and ends on the last day of the year of the retention period. For example, if a record is created on June 14, 2016, and the retention period is five (5) years, the retention period begins on December 31, 2016 and ends on December 31, 2021. If the retention period for a record has elapsed and the record will be destroyed, the record should be shredded or otherwise safely and completely destroyed. Electronic files should be destroyed to ensure that data cannot be reconstructed from the storage mechanism on which the record resides.

5. **Confidential Records.** As determined in the discretion of the Board, certain Master Association records may be kept confidential such as personnel files, Owner account or other personal information (except addresses) unless the Owner requesting the records provides a court order or written authorization from the person whose records are sought.

6. **Attorney Files.** Attorney's files and records relating to the Master Association (excluding invoices requested by an Owner pursuant to Texas Property Code Section 209.008(d)), are not records of the Master Association and are not: (a) subject to inspection by the Owner; or (b) subject to production in a legal proceeding. If a document in an attorney's files and records relating to the Master Association would be responsive to a legally authorized request to inspect or copy Master Association documents, the document shall be produced by using the copy from the attorney's files and records if the Master Association has not maintained a separate copy of the document. The Master Association is not required under any circumstance to produce a document for inspection or copying that constitutes attorney work product or that is privileged as an attorney-client communication.

7. *Presence of Board Member or Manager; No Removal.* At the discretion of the Board or the Master Association's manager, certain records may only be inspected in the presence of a Board member or employee of the Master Association's manager. No original records may be removed from the office without the express written consent of the Board.

ATTACHMENT 10

MUELLER MASTER COMMUNITY, INC. STATUTORY NOTICE OF POSTING AND RECORDATION OF MASTER ASSOCIATION GOVERNING DOCUMENTS

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Mueller Master Community Covenant recorded in the Official Public Records of Travis County, Texas, as amended (the "Master Covenant").

1. *Dedictory Instruments.* As set forth in Texas Property Code Section 202.001, "dedictory instrument" means each document governing the establishment, maintenance or operation of a residential subdivision, planned unit development, condominium or townhouse regime, or any similar planned development. The term includes the Master Covenant, any Supplemental Covenant, or any similar instrument subjecting real property to: (a) restrictive covenants, bylaws, or similar instruments governing the administration or operation of a property owners' association; (b) properly adopted rules and regulations of the property owners' association; or (c) all lawful amendments to the covenants, bylaws, instruments, rules, or regulations. The term "dedictory instrument" is referred to in this notice and the Master Covenant as the "Governing Documents."

2. *Recordation of All Governing Documents.* The Master Association shall file all of the Governing Documents in the real property records of each county in which the property to which the Governing Documents relate is located. Any dedictory instrument comprising one of the Governing Documents of the Master Association has no effect until the instrument is filed in accordance with this provision, as set forth in Texas Property Code Section 202.006.

3. *Online Posting of Governing Documents.* The Master Association shall make all of the recorded Governing Documents relating to the Master Association or Development available on a website if the Master Association, or a management company on behalf of the Master Association, maintains a publicly accessible website.

ATTACHMENT 11

MUELLER MASTER COMMUNITY, INC. EMAIL REGISTRATION POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Mueller Master Community Covenant recorded in the Official Public Records of Travis County, Texas, as amended.

1. **Purpose.** The purpose of this Email Registration Policy is to facilitate proper notice of annual and special meetings of members of the Master Association pursuant to Section 209.0051(e) of the Texas Property Code.

2. **Email Registration.** Should the Owner wish to receive any and all email notifications of annual and special meetings of members of the Master Association, it is the Owner's sole responsibility to register his/her email address with the Master Association and to continue to keep the registered email address updated and current with the Master Association. In order to register an email address, the Owner must provide their name, address, phone number and email address through the method provided on the Master Association's website, if any, and/or to the official contact information provided by the Master Association for the community manager.

3. **Failure to Register.** An Owner may not receive email notification or communication of annual or special meetings of members of the Master Association should the Owner fail to register his/her email address with the Master Association and/or properly and timely maintain an accurate email address with the Master Association. Correspondence to the Master Association and/or Master Association manager from an email address or by any method other than the method described in Paragraph No. 2 above will not be considered sufficient to register such email address with the Master Association.

4. **Amendment.** The Master Association may, from time to time, modify, amend, or supplement this Policy or any other rules regarding email registration.

ATTACHMENT 12

ARTICLES OF INCORPORATION

[ATTACHMENT 12 FOLLOWS]

FILED
In the Office of the
Secretary of State of Texas

AUG 31 2005

Corporations Section

ARTICLES OF INCORPORATION
OF
MUELLER MASTER COMMUNITY, INC.

The undersigned natural person, being of the age of eighteen (18) years or more, a citizen of the State of Texas, acting as incorporator of a corporation under the Texas Nonprofit Corporation Act, does hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

NAME

The name of the corporation is: Mueller Master Community, Inc., (hereinafter called the "Association").

ARTICLE II

NONPROFIT CORPORATION

The Association is a nonprofit corporation.

ARTICLE III

DURATION

The Association shall exist perpetually.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

The Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Nonprofit Corporation Act, and does not contemplate pecuniary gain or profit to its members. The Association is formed for the purpose of exercising all of the powers and privileges, and performing all of the duties and obligations, of the Association as set forth in that certain "Mueller Master Community Covenant" to be recorded in the Official Public Records of Travis County, Texas, as the same may be amended from time to time (the "Declaration"). Without limiting the generality of the foregoing, the Association is organized for the following general purposes:

- (a) to fix, levy, collect, and enforce payment by any lawful means all charges or assessments arising pursuant to the terms of the Declaration;

(b) to pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the Association's property; and

(c) to have and to exercise any and all powers, rights, and privileges which a corporation organized under the Texas Nonprofit Corporation Act may now, or later, have or exercise.

The above statement of purposes shall be construed as a statement of both purposes and powers. The purposes and powers stated in each of the clauses above shall not be limited or restricted by reference to, or inference from, the terms and provisions of any other such clause, but shall be broadly construed as independent purposes and powers.

ARTICLE V

REGISTERED OFFICE; REGISTERED AGENT

The street address of the initial registered office of the Association is 100 Congress Avenue, Suite 1300, Austin, Texas 78701. The name of its initial registered agent at such address is Robert D. Burton.

ARTICLE VI

MEMBERSHIP

Membership in the Association shall be dependent upon ownership of a qualifying property interest as defined and set forth in the Declaration. Any person or entity acquiring such a qualifying property interest shall automatically become a member of the Association, and such membership shall be appurtenant to, and shall run with, the property interest. The foregoing shall not be deemed or construed to include persons or entities holding an interest merely as security for performance of an obligation. Membership may not be severed from or in any way transferred, pledged, mortgaged, or alienated except together with the title to the qualifying property interest, and then only to the transferee of title to said property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage, or alienation shall be void.

ARTICLE VII

VOTING RIGHTS

Voting rights of the members of the Association shall be determined as set forth in the Declaration. No owner, other than the Declarant under the Declaration, shall be entitled to vote at any meeting of the Association until such owner has presented to the Association evidence of ownership of a qualifying property interest in the Property. The vote of each owner may be cast by such owner or by proxy given to such owner's duly authorized representative.

ARTICLE VIII
INCORPORATOR

The name and street address of the incorporator is:

<u>NAME</u>	<u>ADDRESS</u>
Robert D. Burton	100 Congress Avenue, Suite 1300 Austin, Texas 78701

ARTICLE IX
BOARD OF DIRECTORS

The affairs of the Association shall be managed by an initial Board of Directors consisting of seven (7) individuals, who need not be members of the Association. The Board shall fulfill all of the functions of, and possess all powers granted to, Boards of Directors of nonprofit corporations pursuant to the Texas Nonprofit Corporation Act. The number of Directors of the Association may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of initial Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Gregory J. Weaver	816 Congress Avenue, Suite 1540 Austin, Texas 78701
David Ross	816 Congress Avenue, Suite 1540 Austin, Texas 78701
Carl Paulson	816 Congress Avenue, Suite 1540 Austin, Texas 78701
Fei Dai	816 Congress Avenue, Suite 1540 Austin, Texas 78701
Lori Flores	816 Congress Avenue, Suite 1540 Austin, Texas 78701
Robert McCann	12700 Park Central Dive, Suite 305 Dallas, Texas 75251
Leo Lopez	12700 Park Central Dive, Suite 305 Dallas, Texas 75251

All of the powers and prerogatives of the Association shall be exercised by the initial Board of Directors named above until the first annual meeting of the Association.

ARTICLE X

LIMITATION OF DIRECTOR LIABILITY

A director of the Association shall not be personally liable to the Association for monetary damages for any act or omission in his capacity as a director, except to the extent otherwise expressly provided by a statute of the State of Texas. Any repeal or modification of this Article shall be prospective only, and shall not adversely affect any limitation of the personal liability of a director of the Association existing at the time of the repeal or modification.

ARTICLE XI

INDEMNIFICATION

Each person who acts as a director or officer of the Association shall be indemnified by the Association against any costs, expenses and liabilities which may be imposed upon or reasonably incurred by him in connection with any civil or criminal action, suit or proceeding in which he may be named as a party defendant or in which he may be a witness by reason of his being or having been such director or officer or by reason of any action alleged to have been taken or omitted by him in either such capacity. Such indemnification shall be provided in the manner and under the terms, conditions and limitations set forth in the Bylaws of the Association.

ARTICLE XII

DISSOLUTION

The Association may be dissolved with the written and signed assent of not less than ninety percent (90%) of the total number of votes of the Association, as determined under the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE XIII

ACTION WITHOUT MEETING

Any action required by law to be taken at any annual or special meeting of the members of the Association, or any action that may be taken at any annual or special meeting of the

members of the Association, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the number of members having the total number of votes of the Association necessary to enact the action taken, as determined under the Declaration or these Articles.

ARTICLE XIV

AMENDMENT

Amendment of these Articles of Incorporation shall be by proposal submitted to the membership of the Association. Any such proposed amendment shall be adopted only upon an affirmative vote by the holders of a minimum of ninety percent (90%) of the total number of votes of the Association, as determined under the Declaration. In the case of any conflict between the Declaration and these Articles, the Declaration shall control; and in the case of any conflict between these Articles and the Bylaws of the Association, these Articles shall control.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand, this 31st day of August, 2005.



Robert D. Burton, Incorporator

ATTACHMENT 13

BYLAWS OF THE MUELLER MASTER COMMUNITY, INC.

[ATTACHMENT 13 FOLLOWS]

BYLAWS OF THE MUELLER MASTER COMMUNITY, INC.

City of Austin, Travis County, Texas

**BY-LAWS
OF
MUELLER MASTER COMMUNITY, INC.**

Article 1.

Name, Principal Office, and Definitions

1.01. Name. The name of the Master Association shall be Mueller Master Community, Inc. (hereinafter sometimes referred to as the "**Master Association**").

1.02. Principal Office. The principal office of the Master Association shall be located in Travis County, Texas.

1.03. Definitions. The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that Mueller Master Community Covenant filed in the Official Records of Travis County, Texas, as may be amended and supplemented from time to time (the "**Covenant**"), unless the context indicates otherwise.

Article 2.

Master Association: Membership, Meetings, Quorum, Voting, Proxies

2.01. Membership. Each Owner of a Unit is a mandatory member ("**Member**") of the Master Association, as more fully set forth in the Covenant, the terms of which pertaining to membership are incorporated herein by reference.

2.02. Place of Meetings. Meetings of the Master Association shall be held at the principal office of the Master Association or at such other suitable place convenient to the Members the Board may designate, either within the Community or as convenient as possible and practical.

2.03. Annual Meetings. The first meeting of the Master Association, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Master Association. Meetings shall be of the Neighborhood Delegates. The Board shall set subsequent regular annual meetings so as to occur during the third quarter of the Master Association's fiscal year on a date and at a time the Board sets.

2.04. Special Meetings. Special meetings may be called in accordance with Section 2.10(A)(3) of the Texas Non-Profit Corporation Act or any successor statute.

2.05. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Neighborhood Delegates shall be delivered, either personally or by mail, to each Neighborhood Delegate entitled to vote at such meeting or by publication in a newspaper of general circulation, not less than 10 nor more than 60 days before the date of such meeting, by or at the direction of the President, the Secretary, or the officers or persons calling the

meeting. In the case of a special meeting or when otherwise required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Neighborhood Delegate at his address as it appears on the records of the Master Association, with postage prepaid.

2.06. Waiver of Notice. Waiver of notice of a meeting of the Neighborhood Delegates shall be deemed the equivalent of proper notice. Any Neighborhood Delegate may, in writing, waive notice of any meeting of the Neighborhood Delegates, either before or after such meeting. Attendance at a meeting by a Neighborhood Delegate shall be deemed waiver by such Neighborhood Delegate of notice of the time, date, and place thereof, unless such Neighborhood Delegate specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting by a Neighborhood Delegate also shall be deemed waiver of notice of all business transacted at such meeting unless an objection by a Neighborhood Delegate on the basis of lack of proper notice is raised before the business is put to a vote.

2.07. Adjournment of Meetings. If any Master Association meeting cannot be held because a quorum is not present, a majority of the Neighborhood Delegates who are present at such meeting may adjourn the meeting to a time not less than 5 or more than 60 days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Neighborhood Delegates in the manner prescribed for regular meetings. The Neighborhood Delegates present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the departure of enough Neighborhood Delegates to leave less than a quorum, provided that Neighborhood Delegates representing at least 50% of the total votes in the Master Association remain in attendance, and provided that any action taken is approved by at least a majority of the votes required to constitute a quorum.

2.08. Voting. The voting rights of the Members shall be as set forth in the Covenant, and such voting right provisions are specifically incorporated herein by reference.

2.09. Proxies. Neighborhood Delegates may not vote by proxy but only in person or through their designated alternates; provided, any Neighborhood Delegate who is only entitled to cast the vote(s) for his own Unit(s) pursuant to *Section 4.3* of the Covenant may cast such vote in person or by proxy until such time as the Board first calls for election of a Neighborhood Delegate to represent the Neighborhood where the Unit is located. On any matter as to which a Member is entitled personally to cast the vote for his Unit, such vote may be cast in person or by proxy, subject to the limitations of Texas law relating to use of general proxies and subject to any specific provision to the contrary in the Covenant or these By-Laws. No proxy shall be valid unless signed by the Member for which it is given or his duly authorized attorney-in-fact,

dated, and filed with the Secretary of the Master Association prior to the meeting for which it is to be effective. Proxies shall be valid only for the specific meeting for which given and for lawful adjournments of such meeting. In no event shall a proxy be valid more than 90 days after the date of the original meeting for which it was given. Every proxy shall be revocable and shall automatically cease upon conveyance of the Unit for which it was given.

2.10. Majority. As used in these By-Laws, the term "**majority**" shall mean more than 50% of the total eligible votes in the Master Association.

2.11. Quorum. Except as provided in these By-Laws or in the Covenant, the presence of the Neighborhood Delegates representing 25% of the total votes in the Master Association shall constitute a quorum at all Master Association meetings.

2.12. Conduct of Meetings. The President shall preside over all Master Association meetings, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

2.13. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Neighborhood Delegates may be taken without a meeting, without prior notice, and without a vote if written consent specifically authorizing the proposed action is signed by Neighborhood Delegates holding at least the minimum number of votes necessary to authorize such action at a meeting if all Neighborhood Delegates entitled to vote thereon were present. Such consents shall be signed within 60 days after receipt of the earliest dated consent, dated, and delivered to the Master Association at its principal place of business in Texas. Such consents shall be filed with the minutes of the Master Association and shall have the same force and effect as a vote of the Neighborhood Delegates at a meeting. Within 10 days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Neighborhood Delegates entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

Article 3.

Board of Directors.

3.01. Composition and Selection.

(a). **Governing Body: Composition.** The Master Association's affairs shall be governed by a Board of Directors, each of whom shall have one equal vote. The Board of Directors shall have the authority to delegate any of its duties to agents, employees, or others; provided, in the event of such delegation, the Board of Directors shall remain responsible for any action undertaken by such delegate. The directors need not be Members of the Master Association during the Development and Sale Period. Upon expiration of the Development and Sale Period, the directors must be Members, spouses of such Members, or residents of the Community; provided, no person and his or her spouse may serve on the Board at the same time. In the case of a Member which is not a natural person, any officer, director, partner, or trust officer of such Member shall be

eligible to serve as a director unless otherwise specified by written notice to the Master Association signed by such Member; provided, no Member may have more than one such representative on the Board at a time, except in the case of directors appointed by the Master Declarant during the Development and Sale Period. Directors, other than directors appointed by the Master Declarant during the Development and Sale Period, may serve a limit of two consecutive terms, and must wait at least one term before running for re-election after serving two consecutive terms. This does not, however, prevent the outgoing director from participating in any subcommittee appointment.

(b). **Number of Directors.** There shall be seven (7) directors in the Master Association, as provided in *Section 2.3* of the Covenant.

3.02. Appointment Procedures. The directors of the Master Association will be appointed as follows: three (3) of the seven (7) directors will be appointed by a majority of the board of directors of the Mueller Mixed-Use Community, Inc., a Texas non profit corporation (the "**Mixed-Use Association**"), to be created by the Master Declarant to administer the common affairs of certain residential property within the Community; three (3) of the seven (7) directors will be appointed by a majority of the board of directors of the Mueller EC/TC Community, Inc., a Texas non-profit corporation (the "**EC/TC Association**"), to be created by the Master Declarant to administer the common affairs of certain commercial property within the Community; and one (1) of the directors will appointed, in even numbered years, by the board of the Mixed-Use Association, and in odd numbered years, by the board of the EC/TC Association. Until the Mixed-Use Association and the EC/TC Association have been established by the filing of articles of incorporation with the Texas Secretary of State, the Master Declarant, in accordance with *Section 2.3* of the Covenant, will appoint the directors each association is entitled to appoint pursuant to this Section.

3.03. Term. Each director appointed by the board of the Mixed-Use Association and the EC/TC Association, unless removed in accordance with *Section 3.04* of these Bylaws, will serve for a term of two (2) years; provided, however, that the director appointed in alternate years by the board of the Mixed-Use Association and the EC/TC Association will serve for a term of one (1) year.

3.04. Removal of Directors and Vacancies. Any director appointed by the Mixed-Use Association or the EC/TC Association may be removed, with or without cause, by the vote of Neighborhood Delegates holding a majority of the votes entitled to be cast in the Master Association. Any director whose removal is sought shall be given written notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be appointed by the board of the Mixed-Use Association or the EC/TC Association, as applicable. The director so appointed will serve for the unexpired term of the director removed pursuant to this Section.

Any director who has three consecutive absences from the Board meetings, or who is more than 30 days delinquent in the payment of any assessment or other charge due the Master Association, may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor will be appointed by the board of the

Mixed-Use Association or the EC/TC Association, as applicable, to fill the vacancy for the remainder of such director's term.

The board of the Mixed-Use Association or EC/TC Association may not re-appoint the director removed pursuant to this Section.

In the event of the death, disability, or resignation of a director, the Board shall declare a vacancy and the board of the Mixed-Use Association or the EC/TC Association, as applicable, shall appoint a successor to fill the vacancy for the remainder of such director's term. The Master Declarant, until such time as articles of incorporation have been filed establishing the Mixed-Use Association and the EC/TC Association, will be entitled to appoint, in accordance with *Section 2.3* of the Master Covenant, a successor to fill any vacancy on the Board resulting from the death, disability or resignation of a director appointed by the Master Declarant.

3.05. Meetings.

(a). **Organizational Meetings.** Within ten (10) days after each annual meeting of the Master Association, the directors will convene an organizational meeting for the purpose of electing officers. The time and place of the meeting will be fixed by the Board.

(b). **Regular Meetings.** Regular Board meetings may be held at such time and place as a majority of the directors shall determine, but at one (1) such meeting shall be held during each fiscal year.

(c). **Special Meetings.** Special Board meetings shall be held when called by written notice signed by the President or by any two directors.

(d). **Notices; Waiver of Notice.**

(i). Notices of the Board meetings shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. The notice shall be given to each director by: (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (iv) facsimile, electronic mail, the Internet, or other means of electronic communication, with confirmation of transmission.

(ii). All such notices shall be given at the director's telephone number, fax number, electronic mail address, or sent to the director's address as shown on the Master Association's records. Notices of special meetings of the Board shall also be posted in a prominent place within the Community. Notices sent by first class mail shall be deposited into a United States mailbox at least four business days before the time set for the meeting. Notices given by personal delivery,

telephone, or other device shall be delivered or transmitted at least 72 hours before the time set for the meeting.

(iii). The transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if a quorum is present.

(e). **Participation in Meetings.** Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of conference telephone, video or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

(f). **Quorum of Board of Directors.** At all Board meetings, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these By-Laws or the Covenant. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than 5 nor more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

(g). **Compensation.** No director shall receive any compensation from the Master Association for acting as such unless approved by Neighborhood Delegates representing a majority of the total votes in the Master Association at a regular or special meeting of the Master Association. Any director may be reimbursed for expenses incurred on behalf of the Master Association upon approval of a majority of the other directors.

(h). **Conduct of Meetings.** The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of the Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

(i). **Open Meetings.** Subject to the provisions of *Section 3.15*, all meetings of the Board shall be open to all Members and residents of the Community and, if required by law, all Members, but attendees other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any such individual may speak. Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session, and may exclude persons other than directors, to

discuss matters of a sensitive nature, such as pending or threatened litigation, or personnel matters.

(j). **Action Without a Formal Meeting.** Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

3.06. Powers and Duties.

(a). **Powers.** The Board of Directors shall have all of the powers and duties necessary for the administration of the Master Association's affairs and for performing all responsibilities and exercising all rights of the Master Association as set forth in the Governing Documents, and as provided by law. The Board may do or cause to be done all acts and things that the Governing Documents, or Texas law do not direct to be done and exercised exclusively by the Neighborhood Delegates or the membership generally.

(b). **Duties.** The Board's duties shall include, without limitation:

(i). preparation and adoption of the annual budgets and establishing Assessments under the Covenant;

(ii). cooperating with the Mixed-Use Association and the EC/TC Association in assessing and collecting assessments on behalf of each association;

(iii). providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility;

(iv). designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Master Association and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(v). depositing all funds received on the Master Association's behalf in a bank depository that it shall approve, and using such funds to operate the Master Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in the depositories other than banks;

(vi). making and amending rules and regulations;

(vii). opening bank accounts on the Master Association's behalf and designating the signatories required;

(viii). making or contracting for the making of repairs, additions, and improvements to or alterations of the Master Community Facilities in accordance with the Governing Documents and these By-Laws;

(ix). enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the Members concerning the Master Association; provided, the Master Association shall not be obligated to take action to enforce any covenant, restriction, or rule which the Board in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Master Association's position is not strong enough to justify taking enforcement action;

(x). obtaining and carrying insurance, as provided in the Covenant, providing for payment of all premiums, and filing and adjusting claims, as appropriate;

(xi). paying the cost of all services rendered to the Master Association or its Members and not chargeable directly to specific Members;

(xii). keeping books with detailed accounts of the Master Association's receipts and expenditures;

(xiii). making available to any prospective purchaser of a Unit, any Member, and the holders, insurers, and guarantors of any Mortgage on any Unit, current copies of the Governing Documents and all other books, records, and financial statements of the Master Association;

(xiv). permitting utility suppliers to use portions of the Master Common Facilities as may be determined necessary, in the Board's sole discretion, to the ongoing development or operation of the Community;

(xv). cooperating with the Mixed-Use Association and the EC/TC Association in carrying out their purposes and responsibilities under the Mixed-Use Community Covenant and the EC/TC Community Covenant;

(xvi). indemnifying a director, officer, or committee member or former director, officer, or committee member of the Master Association to the extent such indemnity is required by Texas law or the Governing Documents;

(xvii). cooperating with the Mixed-Use Association and the EC/TC Association and their members in upholding the Master Community-Wide Standard; and

(xviii). assisting in the resolution of disputes between Members and others without litigation, as set forth in the Covenant.

3.07. **Management.** The Board of Directors may employ for the benefit of the Master Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board of Directors may delegate such powers as are necessary to perform the manager's assigned duties but shall not delegate policymaking authority. The Board of Directors may delegate to one of its members the authority to act on behalf of the Board on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board.

3.08. **Accounts and Reports.** The following management standards of performance shall be followed unless the Board, by resolution, specifically determines otherwise:

- (a). accounting and controls should conform to generally accepted accounting principles;
- (b). the Master Association's cash accounts shall not be commingled with any other accounts;
- (c). no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Master Association, whether in the form of commissions, finder's fee, services fees, prizes, gifts, or otherwise; anything of value received shall benefit the Master Association;
- (d). any financial or other interest which the managing agent may have in any firm providing goods or services to the Master Association shall be disclosed promptly to the Board of Directors;
- (e). commencing at the end of the month in which the first Unit is sold and closed, financial reports shall be prepared for the Master Association at least quarterly containing:
 - (i). an income statement reflecting all income and expense activity for the preceding period on an accrual basis;
 - (ii). a statement reflecting all cash receipts and disbursements for the preceding period;
 - (iii). a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;
 - (iv). a balance sheet as of the last day of the preceding period; and
 - (v). a delinquency report listing all Members who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent (Any assessment or installment thereof shall be considered to be delinquent on the 15th day following the due date unless otherwise specified by Board resolution); and

(vi). an annual report consisting of at least the following shall be made available to all Members within 120 days after the close of the fiscal year; (i) a balance sheet; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared and reviewed by an independent public accountant; provided, upon written request of any holder, guarantor or insurer of any Mortgage on a Unit, the Master Association shall provide an audited financial statement.

3.09. Borrowing. The Master Association shall have the power to borrow money for any legal purpose; provided, the Board shall obtain Neighborhood Delegate approval in the same manner provided in *Section 12.3* of the Covenant for Special Assessments if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt outstanding exceeds or would exceed 20% of the budgeted gross expenses of the Master Association for that fiscal year.

3.10. Right to Contract. The Master Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, and other Members, owners or residents, or associations.

3.11. Enforcement. In addition to such other rights as are specifically granted under the Covenant, the Board shall have the power to impose monetary fines, which shall constitute a lien upon the Unit of the violator, and to suspend a Member's right to vote or any person's right to use the Master Community Facilities (other than those facilities open to the public) for violation of any duty imposed under the Governing Documents; provided, nothing herein shall authorize the Board to limit ingress and egress to or from a Unit or to suspend an Member's right to vote due to nonpayment of assessments. In addition, the Board may suspend any services provided by the Master Association to a Member or the Member's Unit if the Member is more than 30 days delinquent in paying any assessment or other charges owed to the Master Association. In the event that any occupant, guest or invitee of a Unit violates the Governing Documents and a fine is imposed, the fine may first be assessed against the occupant; provided, if the fine is not paid by the occupant within the time period set by the Board, the Member shall pay the fine upon notice from the Master Association. The Board's failure to enforce any provision of the Governing Documents shall not be deemed a waiver of the Board's right to do so thereafter.

(a). Prior to imposition of any sanction hereunder or under the Governing Documents, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than 30 days within which the alleged violator may present a written request for a hearing to the Board or the Covenants Committee, if any, appointed pursuant to *Article 5*; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless the violation is cured within the 30 day notice period set forth above. Any decision by the Board or the Covenants Committee not to

impose sanctions in connection with a violation of the Governing Documents shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(b). If a timely request for a hearing is not made, the sanction stated in the notice may be imposed without the necessity of a hearing; provided, the Master Association may not impose a fine or suspend Master Community Facility use rights for any violation other than a failure to pay assessments, unless the Board or the Covenants Committee, by a majority vote, first approves the proposed fine or suspension.

(c). If a hearing is requested within the allotted 30 day period, the hearing shall be held before the Covenants Committee, or if none has been appointed, then before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(d). Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the manager, President, or Secretary of the Master Association within 10 days after the hearing date.

3.12. Additional Enforcement Rights. Notwithstanding anything to the contrary in this Article, the Board may elect to enforce any provision of the Governing Documents by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or, following compliance with the procedures set forth in the Covenant, if applicable, by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Member or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

3.13. Conflicts of Interest. No contract or other transaction between the Master Association and one or more of its directors, officers or Members or any other entity in which one or more of its directors, officers or Members are directors, officers or members or are financially interested shall be either void or voidable because of such relationship or interest, because such director, officer or member is present at the meeting of the Board or a committee, which authorizes, approves, or ratifies such contract or transaction, or because his or her or their votes are counted for such purpose, if:

(a). The material facts of the relationship or interest and as to the contract or transaction are disclosed or known to the Board or committee thereof which authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the interested director's votes; or

(b). The material facts of the relationship or interest and as to the contract or transaction are disclosed or known to the Members or Neighborhood Delegates entitled to vote on such contract or transaction, if any, and the disinterested Members or Neighborhood Delegates authorize, approve, or ratify it by vote or written consent without counting any interested owner or Neighborhood Delegate votes; or

(c). The contract or transaction is fair and reasonable as to the Master Association at the time it is authorized, approved or ratified by the Board, the Members or the Neighborhood Delegates.

The interested director may be counted in determining the presence of a quorum at a meeting of the Board which authorizes, approves, or ratifies such contract or transaction.

Article 4. **Officers**

4.01. Officers. The Master Association's officers shall be a President, Vice President, Secretary, and Treasurer. Officers may, but need not be Board members. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties as the Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Secretary.

4.02. Election and Term of Office. Within ten (10) days after each annual meeting of the Master Association, the directors will convene an organizational meeting for the purpose of electing officers.

4.03. Removal and Vacancies. The Board may remove any officer whenever in its judgment the Master Association's best interests will be served, and may fill any vacancy in any office arising because of death, resignation, removal or otherwise, for the unexpired portion of the term.

4.04. Powers and Duties. The Master Association's officers shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Master Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Covenant and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

4.05. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.06. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Master Association shall be executed by at least two officers or by such other person or persons as may be designated by Board resolution.

4.07. Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under *Section 3.05(g)* of these Bylaws.

Article 5. **Committees**

5.01. General. The Board may appoint such committees and community clubs as it deems appropriate to perform such tasks and functions as the Board may designate by resolution. Committee members serve at the Board's discretion for such periods as the Board may designate by resolution; provided, any committee member, including committee chair, may be removed by the vote of a majority of the Board. Any resolution establishing a community club shall designate the requirements, if any, for membership therein. Each committee and community club shall operate in accordance with the terms of the resolution establishing such committee or community club.

5.02. Covenants Committee. In addition to any other committees the Board may establish pursuant to *Section 5.01* of these Bylaws, the Board may appoint a Covenants Committee consisting of at least three and no more than seven Members or residents. The Covenants Committee members shall be Members or residents of the Master Association who are not officers, directors, or employees of the Master Association or the spouse, parent, child, brother, or sister of an officer, director, or employee. Acting in accordance with the provisions of the Governing Documents, the Covenants Committee, if established, shall be the hearing tribunal of the Master Association and shall conduct all hearings held pursuant to *Section 3.11* of these Bylaws.

5.03. Service Area Committees. In addition to any other committees appointed as provided above, for each Service Area that has no formal organizational structure a Service Area Committee may be created by the Board to determine the nature and extent of services, if any, to be provided to the Service Area by the Master Association in addition to those provided to all Members in accordance with the Covenant. A Service Area Committee may advise the Board on any other issues but shall not have the authority to bind the Board. Such Service Area Committees shall consist of three to five Members or residents from the Service Area to which the committee will have jurisdiction.

Service Area Committee members shall be elected for a term of one year or until their successors are elected, or such other term as may be permitted under a Supplemental Covenant

governing the Service Area. Any director elected to the Board of Directors from a Service Area shall be an *ex officio* member of the Committee.

In the conduct of its activities, each Service Area Committee shall abide by the notice and quorum requirements applicable to the Board.

Article 6.
Miscellaneous

6.01. Fiscal Year. The fiscal year of the Master Association will be set by resolution of the Board, and is subject to change from time to time as the Board determines. In the absence of a resolution by the Board, the fiscal year is the calendar year.

6.02. Parliamentary Rules. Except as may be modified by Board resolution, *Robert's Rules of Order* (current edition) shall govern the conduct of Master Association proceedings when not in conflict with Texas law or the Governing Documents.

6.03. Conflicts. If there are conflicts among the provisions of Texas law, the Articles of Incorporation, the Covenant, and these By-Laws, the provisions of Texas law, the Covenant, the Articles of Incorporation, and the By-Laws (in that order) shall prevail

6.04. Books and Records.

(a). **Inspection by Members and Mortgagees.** The Board shall make available for inspection and copying by any holder, insurer, or guarantor of a first Mortgage on a Unit; any Member; or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Unit: the Covenant, By-Laws, and Articles of Incorporation, including any amendments, the rules of the Master Association, the membership register, books of account, and the minutes of meeting of the Members, the Board, and committees. The Board shall provide for such inspection to take place at the office of the Master Association or at such other place within the Community as the Board shall designate.

(b). **Rules for Inspection.** The Board shall establish rules with respect to:

- (i). notice to be given to the custodian of the records;
- (ii). hours and days of the week when such an inspection may be made; and
- (iii). payment of the cost of reproducing copies of documents requested.

(c). **Inspection by Directors.** Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Master Association and the physical properties owned or controlled by the Master Association.

The right of inspection by a director includes the right to make a copy of relevant documents at the Master Association's expense.

6.05. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid: if to a Member, resident or Neighborhood Delegate, at the address which the Member, resident or Neighborhood Delegate has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member or Neighborhood Delegate; or if to the Master Association, the Board, or the managing agent, at the principal office of the Master Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

6.06. Amendment. These By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Neighborhood Delegates representing 51% of the total votes in the Master Association. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

6.07. Indemnification. To the fullest extent permitted by applicable law, the Master Association will indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that such person is or was a director, officer, committee member, including the Reviewer, employee, servant, or agent of the Master Association against expenses (including attorney's fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by such person in connection with such action, suit or proceeding if it is found and determined by the Board or a court that such person: (i) acted in good faith; (ii) in the case of conduct by a person in his official capacity, acted in a manner which such person reasonably believed to be in, or not opposed to, the best interests of the Master Association; (iii) in the case of conduct by a person not in his official capacity, acted in a manner which such person reasonably believed to be not opposed to the best interests of the Master Association; and (iv) with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit, or proceeding by settlement, or upon a plea of Nolo Contendere or its equivalent, will not of itself create a presumption that the person did not act in good faith or in a manner reasonably believed to be in, or not opposed to, the best interests of the Master Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful.