

# COMMUNITY POLICIES FOR CASA VERDE HOMEOWNERS ASSOCIATION, INC.

Applicable to all owners, occupants, and guests  
(revised 6/95 per Board instructions)

**POLICES IN GENERAL.** Our Homeowners Association has adopted the following rules to help maximize enjoyment, maintain values, and assure the continued aesthetic beauty of our community. The rules apply to all owners and their families, tenants, and guests. The rules are automatically a part of each lease (even if they are not attached), and each owner is responsible for making sure his tenants have a copy of the rules and that they follow them. You are encouraged to ask your neighbors to follow the rules.

All City of Lakeway ordinances are included herein by reference and must be observed by Casa Verde owners and their families, tenants, and guests.

**COMMUNICATIONS.** Please direct any repair requests, complaints, or rule violations to:

PIONEER PROPERTY MGMT.  
PO BOX 3485  
AUSTIN, TX 78764 447-4446

**ENFORCEMENT.** The rules will be strictly enforced. If the rules are violated by any occupant or guest of the owner's dwelling, the owner will be responsible for corrective action, damages, and fines.

Note: The following policies are partly from the Declaration and partly adopted by action of the Board of Directors. All Declaration provisions apply, even if not set forth below. Except for provisions of these policies that come from the Declaration, the policies may be changed or added to by the Board.

## **Policies Applicable to All Owners, Occupants, and Guests**

**1. Security, safety, and lighting.** Neither the Association nor the Association's management company provides or warrants security. Each occupant is responsible for the security of himself and his family and guests. Each home must have (1) keyless dead bolts on all exterior doors, (2) keyed deadbolts on at least one entry door, (3) pin locks on all sliding glass doors, (4) door viewers on all exterior doors unless an adjoining window allows outside vision, and (5) a window latch on each window. Consult management regarding your statutory security device obligations as a landlord if you ever rent your dwelling.

Occupants are requested to immediately report common area lighting problems or hazardous conditions immediately to the Association's management company representative. Occupants are requested to immediately report any Common Facility problem to the Association's management company representative. The Association cannot and does not check exterior lighting on a daily basis. The Association generally must rely on owners and residents to notify the Association's managing agent when lights are burned out or insufficient in some manner. Clever criminals can defeat almost any kind of crime deterrent. Occupants must assume that electronic or mechanical devices may malfunction from time to time.

**2. Storage of property on private patios or balconies.** The only items which may be stored temporarily or permanently on private patios or balconies which can be viewed from the streets or common areas are the following: outdoor lounges and lawn chairs; exterior tables; decorative plants in hanging baskets or pots; and one barbecue grill (which may not be used on the patio). Nothing may be hung on the railings. Items stored on the patios must be in good repair and used for the intended purpose.

All other property must be kept inside the dwelling, including towels, toys and recreational equipment, bathing suits, mops, brooms, barbecue briquettes, fuel, wood, tools, carpeting, boxes, plastic bags, beverages, furniture, automobile equipment, etc. All property stored in violation of this rule may be removed and disposed without prior notice by Board resolution.

**3. Storage of property in common areas.** No property may be stored temporarily or permanently on sidewalks, balconies, parking lots, or other common areas. Garage sales and estate sales are not allowed. Management company employees and service personnel, Board members and persons designated by them may remove and dispose of any property stored in violation of this rule.

**4. Property inside dwellings.** The Association has the right and the responsibility to control the visual attractiveness of the property, including the right to require removal of objects which are visible from the common area and which detract from the property's appearance. Blinds and drapes must be in good repair, hung properly, and comply with Rule 10 regarding color and materials.

**5. No clothes drying outside dwellings.** No clothes, towels or other items may be hung anywhere outside, i.e., on patios, patio railings, balconies, balcony railings. Clothes or other items must be dried inside the dwellings. Items being dried outside in violation of this rule may be removed and disposed of without prior notice by Board resolution.

**6. Entry areas and sidewalks.** Entry areas, walkways, steps and landings shall be kept clean and neat by the owners using them. Only doormats, plants, and outdoor furniture may be placed in these areas. Feeding bowls for animals may not be left outside since they attract stray animals and compound the clean-up problems. Owners must keep the concrete floor of their patios free of pet droppings and debris. An owner will be charged if, after notice, the owner fails to clean his patio or remove improperly stored property and the Association does it for him.

**7. Trash.** Trash, rubbish, or debris shall not be left or deposited, even temporarily, on any common areas or patios. All of such refuse must be placed in trash receptacles. The designated receptacle area must be maintained by the occupant in a neat and tidy manner.

**8. Animals.** No animals are allowed on the Property except that Owners or their tenants may have not more than one dog or one cat. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic animals will be allowed on the Property other than inside the Owners unit. Animals will not be allowed to disturb neighbors by barking through open windows or doors. Outside windows and doors must be kept closed in units with animals. No animal may be boarded for hire or remuneration on the Property, and no kennels or breeding operation will be allowed.

No animal shall be allowed to run at large. Animals shall be kept on a hand-held leash while outside the unit. Leashes may not be tied to objects outside the unit and must be held by a person who can control the animal at all times. The Owner of a Unit where an animal is housed has the responsibility to immediately clean up after such animals have defecated in Common Areas or on outside balconies, patios, enclosed courtyards, or streets. Used cat litter must be disposed of only in plastic bags placed inside the trash containers; such plastic bags must be strong enough to contain the litter without breaking. Litter may not be dumped in flower beds because the ammonia will kill the vegetation. Owners must keep their dwellings in a sanitary condition and free from fleas, pet parasites and noxious odors.

If an animal or Unit Owner is in violation of these restrictions, the Board may remove the animal from the Property and place the animal with the local humane society.

**9. Liability for animals.** The Unit Owner and the pet owner are both jointly liable to all other Owners and their respective families, guests, and tenants for injury and all damage caused by any animals brought or kept on the Property by an Owner or members of his family, his tenants or his guests—with or without permission of the Board. Owners agree, for themselves, and their respective families, guests, and tenants that neither the Board members nor the Association shall have any liability for any injury or damage caused by any animal brought or kept upon the Property, with or without the permission of the Board, by an Owner or members of his family, his tenants or his guests.

Unit owners shall be liable for damage caused to common facilities by animals of the owner or the owner's tenants or guests. The Board of Directors may require permanent removal of any pet when the pet or its owner has repeatedly violated these rules or the pet has become objectionable in the opinion of the Board.

**10. Window coverings.** All exterior windows shall be covered by only white, ivory or tan shades, blinds or drapes. No foil or other material objectionable in the reasonable judgment of the Board of Directors shall be placed in or next to any window or sliding glass door. Burglar bars may not be installed except with prior permission of the Board.

**11. Signs.** "For sale" or "for rent" signs and all other signs are prohibited and may not be exhibited anywhere in the project, including from the interiors of the dwellings. The policy regarding signs is subject to exceptions for the Board under the Declaration.

**12. Noise.** Unit owners and occupants shall refrain from playing radios, televisions, stereos, and other electrical or mechanical devices so loud that they may be heard outside their dwelling. Yelling or loud talking outside is prohibited. Team sports such as soccer, kick ball, dodge ball, etc., are not permitted anywhere on the condo common areas.

**13. Swimming rules.** Owners, tenants, and guests who are parents and persons caring for children on the Property shall take care to make sure that their small children do not enter the pool area without a responsible adult who can swim. Swimming rules are posted by the pool. Additional rules are contained in the Declaration and are included herein by reference.

13.1. WARNING - NO LIFEGUARD WILL BE ON DUTY. CHILDREN SHOULD NOT USE POOL WITHOUT ADULT SUPERVISION. DIAL 911 FOR EMS OR POLICE EMERGENCY. EMERGENCY EQUIPMENT (LIFE RING, HOOK) TO BE USED IN EMERGENCY ONLY.

13.2. Persons using pool facilities do so at their own risk. Owner assumes no responsibility for accident or injury.

13.3. Residents and guests must be especially careful in supervising and watching their young children at the pool.

13.4. Residents and guests must be responsible at all times for making sure that young children do not leave condos unnoticed and that they do not wander into the pool area alone. Remember to use keyless dead bolts, dead bolts, pin locks, and window latches when small children are inside.

13.5. Pool-yard gates may not be propped open or otherwise rendered inoperable, even temporarily.

13.6. No children under the age of 13 will be allowed in the pool at any time, unless accompanied and supervised by a parent, guardian, or a person over the age of 18 years who has been given written authority by the parent or guardian to supervise the child and who has assumed responsibility for such supervision.

13.7. The pool may be used only between 6 a.m. and 10 p.m.

13.8. The pool may be used only by residents and their guests. No more than 6 persons per condo unit may use the pool at any one time. Residents must accompany any of their guests at the pool. No animals are permitted in the pool area.

13.9. No person who is ill may use the pool.

13.10. No food may be served or eaten in the pool area. No glass containers are allowed in the pool area.

- 13.11. Any person who is, in the sole judgment of owner's representative, under the influence of alcoholic beverages may be excluded from the pool area.
- 13.12. No running, horseplay, fighting, dangerous conduct or noise which disturbs the other residents is allowed in the pool area. No diving in the pool is permitted.
- 13.13. No radios, stereos, or musical instruments may be used in or around the pool.
- 13.14. Residents and guests must place their own towels over pool furniture when using suntan oil or other lotions.
- 13.15. Those using the pool shall dry themselves off before leaving the pool area.
- 13.16. Owner is not responsible for articles which are lost, damaged or stolen.
- 13.17. Safety equipment is to be used only in case of emergency.
- 13.18. Resident shall be responsible for paying clean-up expenses, repair costs, and damages caused by resident and resident's guests.
- 13.19. Residents should feel free to ask others to cease any violation of these rules. Residents are requested to immediately notify owner or owner's representative of any rule violations by others.
- 13.20. Parents, guardians or custodians of a child are totally responsible for the child's compliance with these rules. These rules apply to residents, occupants, guests and their children.

**14. Mailboxes.** The Board of Directors has the exclusive right to designate the type, size and location, and signage on mailboxes. Names on the outside of mailboxes are not allowed and may be removed by management without prior notice because publicly identifying names with a particular dwelling increases the risk of crime for occupants of the dwelling.

**15. Nuisances.** No unsafe, noxious, offensive, or illegal activity, or odor is permitted on the Property. No activity shall be conducted on the property which in the judgment of the Board of Directors might reasonably be considered as annoying to neighbors of ordinary sensibilities, or might be reasonably calculated to reduce the desirability of the property for quality of living. No exterior loudspeakers or flashing lights shall be allowed. No person may do anything that will increase insurance rates for the Property without the prior written consent of the Board or which may cause such improvements to be uninsurable or which may cause any policy to be canceled, or suspended or materially modified by the issuing company.

**16. Children.** Each owner is responsible for the conduct of children who are tenants or guests in his dwelling.

- 16.1. The Association shall have the right to require any resident to keep doors, windows and screens closed and locked (or latched) while children are inside.
- 16.2. The Association shall have the right to request residents to keep doors and windows closed if, in our opinion, the noise from the resident's condo is excessive or frequently bothers neighbors.
- 16.3. Children under 10 years of age must be inside their condo by 9:00 p.m. unless accompanied by their parent, guardian, or a person over 18 years of age responsible for the child.
- 16.4. No one is permitted to play near vehicles in the parking lots.
- 16.5. Bicycles, motorcycles, skates, etc. may not be ridden in the common areas of the condo community.

- 16.6. Bicycles may not be parked or left outside a condo unit, except within surrounds.
- 16.7. Recreational equipment and toys (such as tricycles, skateboards, roller skates, scooters, etc.) may not be left unattended outside a condo unit.
- 16.8. Children under 13 years of age are not permitted in the following areas unless accompanied by a parent or guardian: around electric transformers, air conditioners, high voltage equipment areas, new construction, other condos. Parents and guardians must be very careful when entrusting their children to others. Children under the age of 10 years may not be left in a home without an adult.
- 16.9. Play areas will be restricted to: individual patios and grounds immediately adjoining the residential unit. No toys may be kept on the common areas overnight.
- 16.10. Climbing trees, climbing on buildings including the roofs and carports is prohibited.
- 16.11. No occupant under the age of 10 may stay in a condo unless accompanied at all times by a parent or guardian or a person over 18 years of age who is responsible for the child, regardless of how short the time period is. Sitters must be at least 18 years old.
- 16.12. Residents shall exercise due care at all times to inspect windows, screens, locks and latches to make sure they are always in good working order and are being used properly to protect children visiting or living in resident's condo unit.

**17. Antennas.** No exposed exterior television or radio antennas or satellite dishes may be installed anywhere on the property.

**18. Water leaks.** An Owner shall be strictly liable, regardless of fault, for any damages anywhere by water leaks from the owner's dishwashers, bathtubs, showers, commodes, sinks, aquariums, waterbeds, water furniture and explicitly from the water line supplying any ice-maker.

**19. Vehicle repair.** Any mechanical or other work on vehicles must be completed sun-up to sun-down. Any disabled car will be removed after a period of 24 hours at the owner's expense. Vehicles which have expired license plates, expired inspection stickers, flat tires, or which are obviously inoperable due to missing parts are prohibited. Such vehicles must be removed from the property immediately upon notice from the Board or they will be removed from the property at the owner's expense.

## **20. Parking.**

- 20.1. Parking of vehicles, motorcycles, and bicycles in grass areas, dirt areas, flower beds, or sidewalks is prohibited. Only vehicles may be stored in the carports. No motorcycles are allowed in the common areas, including parking lots, because of noise and pedestrian safety problems. Each unit is assigned one covered and one uncovered space. Owners and occupants may not park in the Property more than two vehicles per dwelling, on a permanent or regular basis without prior written Board approval. Owners and occupants shall park vehicles in their respective assigned places. Guests shall use the designated guest spaces for no longer than one week. Requests for more than two assigned spaces must be presented in writing to the Board.

- 20.2. No vehicles may be parked or unattended in such a manner as to block the passage of other vehicles on the streets or in driveways or walkways to dwellings. No vehicle shall be left parked and unattended, in the street, along the curb, or in driveway areas in such a manner as to prevent the ingress and/or egress of emergency vehicles (i.e., fire, EMS) or service vehicles (i.e., refuse trucks). No inoperable vehicle may be stored on the Property.
- 20.3. No Unit Owner or occupant shall park, store, operate or keep within or adjoining the Property any commercial vehicle, truck, van, motorcycle, motorbike, motor scooters, recreational vehicle (i.g. camper unit, motor home, trailer, boat, mobile home, golf cart), or other similar vehicle. No Unit Owner or occupant shall park, store, operate or keep within or adjoining the Property any vehicle over 18 feet long. Bicycles and similar items may not be stored outside a dwelling or on balconies or patios. Bicycles must be stored inside the dwelling.
- 20.4. The Board will accommodate special written requests for handicap parking in Common Areas for physical disabilities. Handicap parking signs must be honored by all owners, occupants, and guests.
- 20.5. Owners and occupant who have vehicles with antitheft systems shall not allow the alarms or horns to go off and disturb other persons in the Property for more than three minutes. Any vehicle violating the three-minute rule shall be deemed to be illegally parked and subject to immediate towing, without prior notice to the vehicle owner or operator, by the Association under the Texas towing statutes. The Association may, without liability to the owner or operator of the vehicle, cut or disconnect any power source to such alarm or horn to avoid having to tow the vehicle.

Vehicles parked in violation of these rules may be removed and stored without permission of the vehicle's owner or operator. Notice and removal shall be in accordance with Article 6701g-2 of the state statutes. A unit owner is liable for all costs of towing illegally parked vehicles of the unit owner, his family, guests, or tenants.

**21. Pest control.** The Association performs periodic treatment of the Property for control of termites. The Owner has responsibility for pest control inside dwelling. However, the Association shall have the right to enter and exterminate an owner's dwelling, at the owner's expense, if the owner's failure to control pests inside his dwelling is adversely affecting other dwellings.

**22. Criminal activity.** While on the Project, no person may violate any criminal laws, health codes or other applicable laws. No tampering with water, lighting or lighting timers, sprinklers, pool equipment or other common facilities is allowed.

**23. Utilities and leaks.** Each owner shall be responsible for promptly fixing leaks in all plumbing lines, plumbing fixtures, lavatories, sinks, tubs, shower stalls and water lines inside his dwelling. A Unit owner will be responsible for paying for damages and repairs necessitated by water leaks from his dwelling to adjacent dwellings. If the Association deems it necessary to repair any of these items inside an owner's dwelling, the owner shall reimburse the Association for the cost of repair, plus 33% for administrative overhead.

**24. Occupancy.** Occupancy of a unit will be limited to two persons per bedroom or loft plus a time limit of one year for each newborn.

**25. Eviction of tenants.** Under the declaration, the Association has the right to evict an owner's tenant who substantially or repeatedly violates the Association's rules and regulations.

**26. Common area modifications.** No Owner may construct, alter, modify, landscape, trim, or otherwise perform any work whatever upon any of the Common facilities, Limited or General, without the prior written approval of the plans therefore by the Board of Directors. No exterior awning, shades, railings, or additional lighting may be installed without Board of Director's approval. No assignment or modification of assignments for parking spaces may be made except by Board resolution.

**27. Common area repairs.** If any Common Facility (for example, entry gate, water system, common wastewater disposal system, etc.) is in need of repair or maintenance, you are requested to contact the Association's management company immediately and leave a message about what needs to be fixed. This is especially important if exterior lighting or the automatic closing and latching devices on the pool gates are malfunctioning.

**28. Smoke detectors.** Each owner is required to have and maintain battery or A/C electric smoke detector(s) in his dwelling in accordance with state law. The occupants must keep any batteries in working condition at all times.

**29. Fountain.** No persons or animals will be allowed in the fountain(s) at any time.

**30. Fuel.** No owner/occupant of any unit shall use coal, oil, gas, or any source of energy for heating, cooling, or lighting any part of such project other than electricity. This does not include wood-burning fireplaces; however, any active fire should be closely monitored and fireplaces kept clean and in good working order to protect the safety of the property and all owners/tenants.

**31. Fireworks/firearms.** The use or discharge of firearms, firecrackers, or fireworks is expressly prohibited within the property.

## **POLICIES APPLICABLE PRIMARILY TO OWNERS**

**32. Lease forms.** The Board recommends that owners renting out units use the Texas Apartment Association lease forms. These lease forms, the lease application, check-in and check-out forms are available free of charge at the managing agent for use by Owners.

Leasing of dwellings is allowed only if: (i) All leases are in writing and are subject to the provisions of the Declaration and community policies, (ii) a copy of the current community policies are provided to an Owner's tenant by the Owner at the beginning of the lease term, (iii) the Unit is not leased for hotel or transient purposes or for less than six months.

**33. Leasing of dwellings by management company.** The Association's management company may, with authority and compensation from a Unit owner, lease, manage, and/or sell an owner's Unit. In doing so, the management company does not represent or act for the Association. The management company is not paid by the Association to lease, manage, or sell individual dwellings for the owners.

### **34. Fines and damage charges.**

34.1 The Board may assess fines against an Owner for violations of restrictions or standards of conduct contained in the Declaration or Association rules which have been committed by an Owner, an occupant of the Owner's unit, or the Owner or occupant's family, guests, employees, contractors, or agents. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owner.

34.2 The Board may assess damage charges against an Owner for pecuniary loss to the Association from property damage or destruction of Common Area or Common Facilities by the Owner or the Owner's family, guests, agents, occupants, or tenants.

34.3 The Association manager shall have authority to send notices to alleged violators, informing them of their violations and asking them to comply with the rules and/or informing them of potential or probable fines or damage assessments. The Board may from time to time adopt a schedule of fines.

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

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

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

34.6 The minimum fine for each violation shall be set by the Board.

**35. Late charges.** The charge for payment after the 10th of the month of monies to the Association shall be a \$15 charge per unit per incident to cover the administrative costs and overhead (excluding attorney's fees). After the due date, interest shall run on unpaid sums due the Association at the rate of 18% per year compounded annually.

**36. Returned checks.** The charge for a returned check is \$25 plus bank charges incurred by the Association.

**37. Emergency access to Units.** The Association shall have the right to enter an Owner's Unit for purposes of (1) inspection for utility leaks and frozen pipes, (2) prevention of water pipe freezing by turning on heat or dripping faucets, and (3) protection of property rights and quiet enjoyment of other owners. The Association may request but not require Owners to furnish the Association with entry keys to their Units for such purposes. If the Unit is unoccupied at the time such entry is needed for such purposes, only a locksmith may be used for gaining entry except in case of extreme emergency such as a fire. Emergency utility leaks may be repaired by the Association at the Owner's expense without prior notice. Utility leaks for which the Owner is responsible under the Declaration, Bylaws, or rules may be repaired by the Association at the Owner's expense with prior notice delivered to the Unit if the Owner fails to promptly repair them. If a dwelling is vacant and for sale or lease, the Owner shall furnish a key in a sealed envelope to the dwelling to the Association until it is sold or leased, such key to be used only in the event of suspected utility leaks or repairs thereof.

**38. Delinquencies.** The Board and/or management may disclose in newsletters and by other means, the names of owners who are delinquent in any sums due the Association, the amount of the delinquencies, and the names of violators and disciplinary action taken against Unit owners. The right to vote and the right to use common facilities such as the swimming pool, etc. of any Owner who

is more than 30 days delinquent on any sum owed to the Association are automatically suspended without notice. If any owner is delinquent in the payment of any sum due the Association for a period of 60 days or more, the Board may (so long as the default continues) demand and receive from any tenant occupying the owner's dwelling the rent due or becoming due from the tenant to the owner, up to an amount sufficient to pay all delinquent sums due to the Association by the owner.

**39. Fees for special services.** Fees chargeable to Owners for special services (such as furnishing resale certificates, eligibility certificates, copies of declarations, copies of information sent to mortgagees, copies of accounting records, etc.) shall be set by the Board from time to time.

**40. Change of address.** Owners shall keep the Association timely informed of their current addresses and any change of addresses.

**41. Names and addresses of tenants.** Owners shall notify the Association of current names, addresses, and telephone numbers of tenants of their respective Units.

**42. Name and address of new Owners.** An Owner may not sell or convey his Unit without all monies due and owing to the Association being paid in full; and if such Owner does sell, convey, or transfer his Unit without paying such monies, such selling Owner shall remain liable for all monies accruing to the Association thereafter on such Unit until such monies are paid in full. If an Owner sells or transfers Ownership of his Unit and fails to notify the Association of the sale, the selling Owner shall continue to be liable for the assessments accruing after the sale or transfer until such time as the selling or transferring Owner notifies the Association in writing of the name and address of the new Owner.

**43. Security device requirements if you rent your dwelling.** If you rent your dwelling, you must comply with the 1993 Texas Security Device Statute. This statute provides that you must rekey at every tenant turnover and you must install and maintain certain kinds of security devices in your dwelling. This is very important since you could be held responsible for crimes committed against your tenants that are caused in part by your failure to comply with the Statute.

**44. Interior water leaks.** Failure of a dwelling owner to promptly report a water leak to the Association within 30 days after evidence of the leak in the interior of the owner's dwelling can cause damage to be compounded many fold. This is especially true when leaks occur from windows, roofs, or other exterior areas. This can result in water running down the interior of perimeter walls and damaging the interior of the dwelling walls, and interior surfaces, ceilings or carpets in dwellings. The failure of the owner to report such leak within 30 days after the first sign of the leak shall mean that the dwelling owner shall pay for 80% of the cost of any interior repairs to any common element which the Association would otherwise be liable to fix and pay for under the declaration. Unit owners must report evidence of any existing leak to the Association within that 30-day period. After that time, an owner is liable for 80% of the cost of interior repairs, and items for which the Association would otherwise be liable. Unit owners purchasing their dwellings are responsible for the failure of the preceding owner to report such leaks, as applicable.

**45. Exterior construction and improvements.** Outbuildings, fences, exterior modifications, exterior colors, and other exterior improvements are strictly prohibited or strictly regulated by the Declaration. Owners must obtain written approval from the Board of Directors before making such improvements and any improvements remain the responsibility of the unit owners regarding appearance, maintenance and repair. Upon approval of modification request by the Board, the Unit owner must file a deed amendment and the improvement and responsibility for maintenance convey with the Unit.

**46. Declaration provisions.** Many of these policies are directly from the Declaration of Covenants, Conditions, and Restrictions which apply to owners and their occupants and guests. Some of the policies are in addition to what is in the Declaration. All Declaration provisions apply - even if not set forth above. Except for provisions of these policies that come from the Declaration, the policies may be changed or added to by the Board.