

AMENDED AND RESTATED RULES AND REGULATIONS
for
CHATEAU DIJON TOWNHOMES

SECTION I
GENERAL INFORMATION

Sec. 1.1. ASSOCIATION. Chateau Dijon Townhomes Owners Association is a Texas nonprofit Association formed to manage the affairs of the Association for the benefit of the Condominium Property and the Unit Owners. Unit Owners have a duty to comply with the provisions of the Association's Declaration, Bylaws, and Rules and Regulations. The members of the Association are the Owners of the two hundred and six (206) Units that comprise the Condominium Regime.

Sec. 1.2. PRINCIPAL ADDRESS. The principal address of the Association and management office is:

Chateau Dijon Townhomes Owners Association
7711 Broadway Street, Unit 22
San Antonio, TX 78209 - 3205
Telephone: (210) 824-6308
Email: propertymanager@chateau-dijon.com

Sec. 1.3. UNIT. The boundaries of a Unit are the interior surfaces of the Unit's perimeter walls, floors, and ceilings and the exterior surfaces of balconies, patios and terraces. The air space, interior partitions, and other fixtures and improvements within the boundaries of a Unit are part of the Unit. The Owner has exclusive ownership of his or her Unit. However, structural components, i.e., weight bearing walls, are Common Elements subject to the control of the Association.

Sec. 1.4. COMMON ELEMENTS. The Common Elements include all of the Property, except the Units, and include the Limited Common Elements allocated exclusively to the use of the Owner of a particular Unit such as the Unit's closets and storage spaces. As Common Elements, these allocated Limited Common Elements are owned in common by the Unit Owners.

Sec. 1.5. NOTICES. Any notice required or permitted to be delivered to a Unit Owner by the Association may be delivered either personally, by email, or by mail. If delivery is made by mail, it will be deemed to have been delivered upon deposit in the United States mail to the mailing address that has been provided in writing to the Association, or to the Unit Owner's Unit if no mailing address has been provided to the Association. Mailing addresses for purposes of receiving notices may be changed by Unit Owners from time to time by notice in writing to the Association.

Sec. 1.6. LAW ENFORCEMENT. The Board is not responsible for enforcing criminal laws or city ordinances. Violations should be reported to the appropriate law enforcement agency. Suspicious

activity, criminal activity, disorderly conduct, or loud noise on the property should be reported to the San Antonio Police Department (911 or 210-207-7273). Dangerous or aggressive dogs, animal nuisances, or animal noise nuisances on the property should be reported to the San Antonio Code Enforcement Services (311 or 210-207-7881). Any such unlawful or nuisance activities should also be reported to the Association's manager.

Sec. 1.7. INSURANCE. A policy or policies of insurance is purchased by the Association, specifically for the Common Elements. Unit Owners are responsible for purchasing insurance for their Units and improvements and personal property whether located in their Units or located on the Common Elements such as vehicles, motorcycles, bicycles, and items in storage cabinets. Chateau Dijon Townhomes Owners Association is not an insurer of any Unit Owner's real or personal property and does not provide insurance coverage for any Unit Owner's real or personal property.

SECTION 2

REQUIRED UNIT OWNER INFORMATION

Sec. 2.1. OWNER INFORMATION. Each Unit Owner must provide the Association with the following information:

(a) **Required Information.** Not later than the 30th day after the date of acquiring an interest in a Unit and upon request by the Association from time to time, a Unit Owner must provide the Association with the following information:

- (1) the Unit Owner's mailing address, telephone number, email address, and driver's license number;
- (2) the name and address of any holder of a lien against the Unit, and any loan number;
- (3) the name and telephone number of any person occupying the Unit other than the Unit Owner;
- (4) the name, address, and telephone number of any person managing the Unit as agent of the Unit Owner; and
- (5) the vehicle make, model, and plate information for vehicles that will be parked on the Property.

(b) **Unit Owner Information Form.** Unit Owner Information forms are available in the management office for the use and convenience of Unit Owners in providing the required information to the Association.

(c) **Change in Information.** The Unit Owner must notify the Association in writing not later than the 30th day after the date the Unit Owner has notice of a change in any information, identified in Section (a) above.

SECTION 3
USE AND APPEARANCE OF THE COMMON ELEMENTS

Sec. 3.1. BALCONIES AND PATIOS. Unit Owners must comply with the Association's balcony and patio rules, in order to maintain a high standard of quality and uniformity in the condition and appearance of the Property, as follows:

(a) Walls. No material or object of any kind may be affixed to or placed on, in, or over balcony or patio walls except hanging planters with live and healthy plants which may only hang from the ceiling. Unit Owners are responsible for any damages caused by such attachment and the safety of the attachment.

(b) Ceilings. No material or object of any kind may be affixed to or placed on, in, or over balcony or patio ceilings except hanging planters with live and healthy plants and/or hummingbird feeders using only liquid food. Unit Owners are responsible for any damages caused by such attachment and the safety of the attachment. Windchimes are not permitted.

(c) Columns, Awnings, Railings, Fences, and Partitions. No material, plant, or object of any kind may be affixed to or placed on, in, or over balcony and patio columns, awnings, railings, partitions, or fence doors. However, Owners may reinforce railings with green or black vinyl coated garden fencing to protect children and small pets. Product: Everbilt 28" x 50".

(d) Storage. Nothing may be stored on balconies or in patios including, but not limited to, brooms, mops, storage boxes or cabinets, ice chests, or household furniture or appliances of any kind.

(e) Furniture. Furniture must be appropriate and designed for balcony and patio use, kept in good condition, and in keeping with the decor of the total environment. Household furniture, stackable plastic chairs, or furniture designed for purposes other than balcony or patio use is not permitted on balconies and patios.

(f) Plant Containers. Plant containers must be raised or placed in a saucer type container that prevents water from accumulating under the plant container. Unit Owners are responsible and liable for any damage to the Common Elements or other Units caused by standing water or water leakage on or from their balconies or patios.

(g) Plants. Plants on balconies and patios must be alive and healthy. Artificial plants or flowers, dead or partially dead plants, plants in poor condition, or empty plant containers are not permitted on balconies and patios. Patio plants should be trimmed in height to keep under the height of the balcony or walkway above to keep a neat appearance and not obstruct views.

(h) Water Faucets. Installation of water faucets on balconies and patios is prohibited.

(i) Barbeque Grills. Only electric barbeque grills that do not have an open flame are permitted on balconies and patios. A non-combustible lid that fits over the entire surface of the barbeque grill is required. Barbeque grills using open flames are not permitted anywhere on the Condominium Property for any purpose. Electric barbeque grills are permitted only on balconies and patios.

(j) Outdoor Drying of Clothes Prohibited. Outdoor drying of clothes, swimsuits, towels, or other items is not permitted on balcony rails, patio fences, or anywhere else on the Common Elements.

(k) Clean and Sightly Condition. Each Unit Owner must maintain and repair his or her Unit's balcony or patio and keep it in a clean and sightly condition. The Association may pay out of the maintenance fund for rectifying an unclean and unsightly balcony or patio condition that is reasonably necessary in the discretion of the Board to protect the Common Elements or preserve the appearance and value of the Property if the Unit Owner has failed or refused to do so within the time specified in the written notice provided to the Unit Owner. The Association may levy a special assessment against the Unit for the cost of restoring the balcony or patio to a clean and slightly condition.

(l) Roll Down Sunscreens. No roll down sunscreens may be installed by an Owner unless it is of a pre-approved design designated by the Board of Directors and installed by the designated awning vendor of the Association.

Sec. 3.2. HALLWAYS AND WALKWAYS. Unit Owners must comply with the Association's walkway and hallway rules, in order to maintain safety of ingress and egress and a high standard of quality and uniformity in the appearance of walkways and hallways, as follows:

(a) Doormats. Owners in Building 7709 may not place doormats or other objects at their Unit entrance doors or in the hallways. Owners in Buildings 7707 and 7711 may place appropriate doormats outside the Unit's entrance doors but may place no other object at the Unit's entrance doors or in the walkways or stairways.

(b) Walls. Nothing may be affixed to or placed on walls in Building 7709 hallways or Buildings 7707 and 7711 walkways.

(c) Plants. Unit Owners may not place plants, live or artificial, or any other items at their Unit entrance doors or anywhere else in Building 7709 hallways or Buildings 7707 and 7711 walkways. Plants may be placed and maintained in these areas by the Association pursuant to an overall plan that ensures safety, unobstructed ingress and egress, and enhancement of the appearance of the areas in a professional and uniform manner.

(d) Unit Entrance Doors. One or more religious items may be displayed on the entry door of a Unit if the item displayed is motivated by the Owner's or resident's sincere religious belief if the item displayed does not extend past the outer edge of the door frame, and if the display, individually or in combination with each other religious item displayed or affixed on the entry door or door frame, has a total size of not greater than 25 square inches. Additionally, no display will be allowed that (1) threatens the public health or safety, (2) violates a law, or (3) contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content. Additionally, an Owner or resident may not use a material or color for an entry door or door frame of the Owner's or resident's dwelling or make an alteration to the entry door or door frame that is not authorized by the restrictive covenants governing the dwelling. Additionally, an approved door knocker may be allowed. A wreath is also allowed.

(e) Lockboxes. No key lockboxes are permitted in the Common Elements. Lockboxes should be placed on the front door of the Unit only.

Sec. 3.3. PETS. Dogs, cats, and other household pets may be kept inside Units; provided that Owners may not have more than two (2) cats and two (2) dogs. When taken outside anywhere in the Common Elements, dogs and cats must be on a leash or crated and under the direct control of their Owners at all times. Dogs should be taken to the dog run area for purposes of urination and defecation. Owners must clean up after their pets before leaving the area. Pet Stations are available at the Park Area and Dog Run.

Sec. 3.4. MOTOR VEHICLES. Unit Owners must comply with the following motor vehicle rules:

(a) Towing. Motor vehicles on the property that are not in operating condition or do not have a current license plate and inspection sticker are subject to towing at the vehicle Owner's expense in accordance with the Texas Occupations Code or any successor statute and the Association's Parking and Towing Policy.

(b) Speed Limit. The speed limit on the Property is 10 miles per hour.

(c) Fluid Leaks. Vehicles leaking oil or other fluids are a safety hazard. Unit Owners are personally liable for any personal injury or property damage caused by oil or other fluids leaking from their motor vehicles. If the Association gives written notice of an unsafe or unsightly condition caused by leaking oil or other fluids to an Owner and the Owner fails to correct the condition within the time specified in written notice given to the Owner, the Association may correct the condition at the Owner's expense. Any vehicle leaking oil or other fluids seven (7) days after notice is given to the Owner or posted on the vehicle, may be towed at the Owner's expense in accordance with the Texas Occupations Code or any successor statute and the Association's Parking and Towing Policy.

(d) Chateau Dijon Decal. Unit Owners' motor vehicles must have a visible Chateau Dijon decal placed inside the windshield.

(e) Vehicle Repairs. Major repairs of motor vehicles must be performed off-site. Vehicles may not be placed on blocks or jacks.

Sec. 3.5. PARKING. Unit Owners must comply with the following parking rules:

(a) Assigned Parking Spaces. Unit Owners shall use the covered parking space(s) assigned to their respective Units. Covered parking spaces are assigned to Units as shown on the Parking Layout Plans for each Building as identified in Exhibit "B" to the Association's Declaration.

(b) Storage Cabinets. Unit Owners in Buildings 7707 and 7711 may use the storage cabinets that are located within their assigned covered parking space(s).

(c) Guest Parking. Guests of Unit Owners may park in the uncovered guest parking areas for not more than forty-eight (48) hours unless the Unit Owner obtains approval from the management office for a guest to park for a longer period of time. Any vehicle parked in the

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uncovered guest parking area that occupies more than one parking space is subject to towing in accordance with the Texas Occupations Code or any successor statute and the Association's Parking and Towing Policy.

(d) **Unauthorized Vehicles.** Unauthorized vehicles parked in assigned parking spaces or guest parking areas or any vehicle parked in driveways or fire lanes are subject to towing at the vehicle owner's expense, in accordance with the Texas Occupations Code or any successor statute and the Association's Parking and Towing Policy. Storage of trailers, campers, RVs, boats and similar items are not permitted. No flammable or explosive materials may be placed in the parking spaces, included but not limited to propane tanks.

Sec. 3.6. BICYCLES. Bicycles are subject to the following restrictions:

(a) **Storage.** Bicycles may be stored or kept on balconies or in patios. Bicycles may also be stored in designated covered parking spaces so long as they do not obstruct other parking spaces or pedestrian access to Common Elements. Bicycles racks and/or cages are also provided in the covered parking areas. The Association is not responsible for bicycles kept on the Condominium Property.

(b) **Use.** Bicycles may not be used or operated anywhere on the Property except for the purpose of transportation directly from a carport to a point outside the Property, or from a point outside the Property directly to a carport. Bicycles may not be ridden on sidewalks and other walkways.

Sec. 3.7. MOTORCYCLES. Motorcycles, motorbikes, motor scooters or other similar vehicles may not be operated anywhere on the Property, except on the paved roadways and except for the purpose of transportation directly from a carport to a point outside the Property, or from a point outside the Property directly to a carport. No unlicensed motorcycle, motorbike, motor scooter or similar vehicle may be operated on the Property.

Sec. 3.8. SKATEBOARDS AND SCOOTERS. Skateboards and scooters may not be used or operated anywhere on the Property for any purpose.

Sec. 3.9. SWIMMING POOLS. Use of the swimming pools is subject to the following swimming pool rules:

(a) Pools may be used every day from 7:00 a.m. to 10:00 p.m.

(b) **PERSONS USING THE POOLS DO SO AT THEIR OWN RISK.** There is no lifeguard. Unit Owners and residents are responsible for the safety of their guests.

(c) Only Owners, residents and guests may use the pool areas. Guests must be accompanied an Owner or resident and children under twelve (12) years of age must be accompanied by an adult at all times.

(d) Only plastic containers are permitted in the pool areas.

(e) Swimwear must be customary and appropriate.

- (f) Pets are not permitted in the pool areas.
- (g) Loud noises, running, horseplay, or other nuisance causing activities are not permitted in the pool areas.
- (h) Trash must be placed in the trash receptacles.
- (i) Pool safety equipment may be used only in cases of emergency.
- (j) Smoking is prohibited in the Common Element amenities, including the swimming pools, tennis courts, and dog run, as well as the immediate adjoining areas. The Board requests that Owners smoking elsewhere in the Common Elements be courteous to their neighbors.
- (k) For safety, paddleboards, surfboards, and other similar objects are not permitted in the pool areas. Inflatable floats or foam fun noodles are acceptable.

Sec. 3.10. TENNIS COURTS. Use of the tennis courts is subject to the following rules:

- (a) Tennis courts may be used every day from 7:00 a.m. to 10:00 p.m.
- (b) Persons using the tennis courts do so at their own risk.
- (c) Pets are not permitted on the tennis courts.
- (d) Skateboards, scooters, jogging, or other activities or games of any kind are not permitted on the tennis courts.
- (e) Trash must be placed in the trash receptacles.
- (f) The code for opening the tennis court gate, which changes from time to time, may be obtained from the management office.
- (g) The gate must be locked and the lights turned off before leaving the tennis courts.
- (h) Only Owners, residents and their guests may use the tennis courts. Guests must be accompanied at all times by a resident.

Sec. 3.11. TRASH AND RECYCLABLE MATERIALS PICK-UP. Trash and recyclable material ("trash") pick-up rules are, as follows:

- (a) Trash is picked-up on a daily basis, except Saturdays, Sundays and holidays. (Subject to change).
- (b) Trash may be placed only inside the trash closets or in the trash receptacles that have been placed on the Property for purposes of trash pick-up.

(c) Trash placed in the trash closets must be tied securely in plastic bags weighing no more than forty (40) pounds each.

(d) All trash closets are Common Elements.

(e) For large items or amounts of trash, please contact the management office so arrangements can be made to pick up the item and dispose of it directly in the Association's dumpster. Very large items such as furniture or construction debris must be disposed off-site by Owners at Owner expense.

Sec. 3.12. OPEN HOUSES PROHIBITED. Open houses, estate sales, or other events for purposes of leasing or selling Units, or for marketing or selling personal items or services to the public are prohibited.

Sec. 3.13. SIGNS. Pursuant to Section 259.002 of the Texas Elections Code, political sign display rules are as follows:

(a) Unit Owners may not display a political sign anywhere on the Common Elements, which are owned in common by the Unit Owners and maintained by the Association.

(b) Unit Owners may display political signs not larger than four (4) feet by six (6) feet in the Unit windows.

(c) No political sign may be displayed prior to the 90th day before, or after the 10th day following the date of the election to which the sign relates.

(d) Unit Owners may not display more than one sign for each candidate or ballot measure.

(e) Political signs may not contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative components.

(f) Political signs may not 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.

(g) Political signs may not include the painting of architectural surfaces.

(h) Political signs may not threaten the public health or safety.

(i) Political signs may not violate the law.

(j) Political signs may not contain language, graphics, or any display that would be offensive to an ordinary person.

(k) Political signs may not be accompanied by music or other sounds or by streamers or be distracting to motorists.

(l) In the event an Owner displays a political sign in violation of these rules, the Association may, but is not required to, remove the sign at the Owner's expense.

(m) A small home security system sign is permitted in the Unit window or on the front door if the Unit does not have a front window. Political signs may not be displayed on the front of any Unit. No other visible signs are permitted.

Sec. 3.14. FLAGS. Pursuant to Section 202.012 of the Texas Property Code, flag display rules are as follows:

(a) Unit Owners may not install or erect a flag or flagpole anywhere on the Common Elements, which are owned in common by the Unit Owners and maintained by the Association.

(b) Only the flag of the United States of America, the flag of the State of Texas, or any official or replica flag of any branch of the United States Armed Forces may be flown.

(c) The flag of the U.S. must be displayed in accordance with 4 U.S.C. Sections 5-10.

(d) The flag of the State of Texas must be flown in accordance with Chapter 3100 of the Texas Government Code.

(e) A displayed flag and the flagpole on which it is flown must be maintained in good condition and any deteriorated flag, or deteriorated or structurally unsafe flagpole, must be repaired, replaced or removed.

Sec. 3.15. HOLIDAY DÉCOR. Up to thirty (30) days before a major and established holiday, decorations may be installed in windows and on balconies and railings. The decorations must be removed within ten (10) of the holiday. No decorations are permitted on the ground at a Unit's front door, which is part of the Common Element corridor and can be a trip hazard.

Sec 3.16. COMMON ELEMENT STORAGE. No personal items may be stored anywhere in the Common Elements or Limited Common Elements except as outlined within the Rules and Regulations (i.e., parking space storage lockers, doormats, and bicycles).

SECTION 4 USE AND APPEARANCE OF THE UNITS

Sec. 4.1. USE OF UNIT. Each Unit must be used as a residence for a single family and for no other purpose.

Sec. 4.2. UNIT WINDOW TREATMENTS. Only drapes, blinds, shades, or shutters are allowed on Unit windows. Sheets or any other types of window coverings may be used for no longer than thirty (30) days. The color of window treatments exposed to the outside must be in the white color spectrum.

Sec. 4.3. UNIT MAINTENANCE AND REPAIR VENDORS. Unit Owners and their maintenance and repair vendors must comply with the following rules:

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(a) Vendor Work Hours & Movers. Maintenance or repair work performed by vendors for residents must be performed from 8:00 a.m. to 6:00 p.m. on Monday through Friday and 9:00 a.m. to 4:00 p.m. on Saturdays. No work may be performed on Sundays or holidays, except for emergency repairs necessary to prevent fire, flooding and other immediate disaster to the Property. When moving in or out, please notify the management office at least one business day in advance. Movers are permitted Monday through Sunday 8:00 a.m. to 6:00 p.m., but the moving vendor must use stairs and not elevators and should also move the truck as necessary as to not block any vehicles in a parking space.

(b) Work During Regular Business Hours/Sign-In and Sign-Out. For work performed during regular business hours of the management office, vendors must sign in at the management office before performing the work and sign out when the work is completed.

(c) Work Outside Regular Business Hours/Advance Notice. For work performed outside of regular business hours of the management office, Unit Owners must inform the management office in advance of the name of the vendor and the date and time the work is to be performed.

(d) Unit Owner Liability. Unit Owners are responsible and liable to the Association for any harm or damage to its employees or the Common Elements caused by or in connection with their vendors performing work on their Units.

Sec. 4.4. UNIT WATER TURN-OFF. Unit water may be turned off, as follows:

(a) Turn-Off Times. Unit water may be turned off for Unit plumbing repairs on the 2nd and 4th Wednesdays of each month from 10:00 a.m. to 2:00 p.m. Unit Owners must notify the management office at least forty-eight (48) hours in advance to request water turn-off during these times.

(b) Emergency Turn-Off. Arrangements must be made with the management office or a member of the Board for water turn-off for urgent or emergency plumbing repairs. Unit Owners will be charged for expenses incurred by the Association for urgent or emergency plumbing repairs to the extent that such repairs are the responsibility of the Unit Owner.

(c) Unit Owner Responsibility. Each Unit Owner is responsible for the plumbing fixtures, household appliances, and other interior mechanical equipment located inside the boundaries of his or her Unit and the Unit's air conditioning system components and skylights whether located inside or outside the boundaries of the Unit.

Sec. 4.5. FAILURE TO MAINTAIN AND REPAIR UNIT. Each Owner must maintain and repair his or her Unit, keeping it in good condition, at his or her own expense. If the Unit Owner fails to do so, the Association may perform such maintenance and repair with prior notice to the Unit Owner, as follows:

(a) Unit Repair by Association. The Association shall pay out of the maintenance fund for maintenance and repair of any Unit that is reasonably necessary in the discretion of the Board to protect the Common Elements or preserve the appearance and value of the Property if the Unit

Owner has failed or refused to perform such maintenance and repair within the time specified in written notice provided to the Unit Owner. The Association shall levy a special assessment against the Unit for the cost of such maintenance and repair.

(b) Unit Water Leaks. The Association may enter a Unit, after providing reasonable advanced written or personal notice to the Owner and occupant of the Unit, to prevent or terminate waste of water purchased by the Association as a common expense or to perform maintenance and repairs to the Unit that, if not performed, may result in increased damage by water to the Common Elements. The Association shall levy a special assessment against the Unit for the cost of such maintenance and repair to the extent that such maintenance and repair is the responsibility of the Unit Owner.

Sec. 4.6. EMERGENCY UNIT ENTRY BY ASSOCIATION/ UNIT KEY. The Association may enter a Unit without notice for bona fide emergency purposes when conditions present an imminent risk of harm or damage to the Common Elements, another Unit, or the occupants. Unit Owners may provide the management office with a key to their Units in order to avoid incurring expenses for obtaining emergency Unit entry by other means, such as through the use of a locksmith. Unit keys will be kept in a locked enclosure and will be used only in the event of an emergency.

Sec. 4.7 ALTERATION OF UNIT. A Unit Owner may make interior improvements or alterations to his or Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Building, provided that the Unit Owner obtains prior written approval of the Board, as follows:

(a) Application For Alteration Of Unit. The Unit Owner must submit to the Board a completed Application for alterations that include but are not limited to the removal or creation of apertures in an intervening partition of an Owner's adjoining Unit.

(1) An Alteration of Unit Form is available in the management office. Within thirty (30) days after receipt of a completed application, the Board will inform the Unit Owner in writing whether the proposed alteration is approved or disapproved. The Board shall retain a file copy of the application, including the plans and specifications for the proposed alteration, whether the application is approved or disapproved. Approval of the alteration is not a representation that the alteration is structurally sound or is of a particular quality.

(b) Prohibited Alterations. Certain improvements or alterations to Units will not be approved or permitted, including, but not limited to, improvements or alterations that will:

- (1) increase the rate of insurance on the Common Elements, result in the cancellation of insurance on any Unit, or violate any law;
- (2) alter or impair the roofs in any manner such as installation of skylights or outside vented clothes dryers or other outside vented appliances;
- (3) alter or impair the Common Element plumbing infrastructure;

(4) require electrical capacity that exceeds the existing electrical capacity of the main panels that control electrical power to the buildings; or

(5) change the exterior appearance of a Unit's windows and doors without the prior written approval of the Board of Directors.

(c) Heating and Air Conditioning Equipment. All heating and air conditioning (HVAC) equipment to the extent possible, shall be powered by natural gas only. Any such equipment previously converted to be powered by electricity must be powered by natural gas when replaced.

(d) Washers and Dryers. Washer and dryer installations are permitted with prior written approval of the Board. An Alteration of Unit Form is not required if existing plumbing for the washer and dryer is present. However, the Unit Owner must submit an Alteration of Unit Form to install a new plumbing hook up. An insured and bonded plumber and a permit are required. The installation of a ventless dryer does not require submission of an Alteration of Unit Form. Any other type of dryer that requires special electricity will require submission of an Alteration of Unit Form for consideration by the Board.

(e) Removal of Intervening Partition in Adjoining Units. A removal of partitions or creation of apertures in intervening walls of adjoining Units is not an alteration of the boundaries of a Unit. With respect to voting, each Unit so joined remains entitled to one vote per Unit.

(f) Maintenance and Repair. Owners who make any alterations or Unit improvements to a Unit that deviate from the Unit as originally constructed by the developer are responsible for the maintenance and repair of those alterations and improvements. For further reference, look at "Rules and Regulations of Chateau Dijon Townhomes Owners Association, Concerning Balconies, Patios and Terraces" Resolution dated November 25, 2019, as recorded.

Sec. 4.8. UNAUTHORIZED ALTERATION OF UNIT. If unauthorized work to alter a Unit is commenced or completed without prior written approval of the Board, the Association may pay out of the maintenance fund for a structural evaluation by a licensed contractor, architect, or engineer and the remedy of any determined violations that are reasonably necessary in the discretion of the Board to protect the Common Elements or preserve the appearance and value of the property that the Unit Owner has failed or refused to remedy within the time specified in written notice given to the Unit Owner. The Association may levy a special assessment against the Unit for the cost of any such evaluation and/or remedy.

Sec. 4.9. ENTRANCE DOORS. Exterior entrance Unit doors are part of the Common Elements. It is the Association's policy to ensure that all exterior Unit Doors are compliant with city code requirements and to ensure a standard of uniformity in the overall appearance of the Building. Unit Owners are prohibited from installing Unit entrance doors without prior written approval from the Board of Directors.

Sec. 4.10. SMOKE DETECTORS. Per City of San Antonio ordinance, Owners must have a minimum of one smoke detector installed in every bedroom in the Unit.

Sec. 4.11. FIREPLACES. Fireplaces and chimneys in the 7707 and 7711 Buildings are the maintenance and repair responsibility of the Unit Owner. Prior to first use, the Owner shall have

the fireplace inspected by a certified vendor for safe operation and provide the Association with a copy of such documentation. For further details, please refer to "Rules and Regulations of Chateau Dijon Townhomes Owners Association, Inc. Concerning the Use of Fireplaces in Buildings 7707 and 7711" Resolution adopted by the Board January 16, 2020, and recorded.

SECTION 5
POLICIES AND PROCEDURES

Sec. 5.1. VIOLATION OF DECLARATION, BYLAWS OR RULES/ FINE. Each Unit Owner has an obligation to comply with the Association's Declaration, Bylaws, and Rules and Regulations. The Association's enforcement policy is, as follows:

(a) Violation Notice. Before the Association levies a fine for violation of the Association's Declaration, Bylaws, or Rules and Regulations, the management company shall mail or deliver a written notice by certified mail return receipt requested ("CMRRR") to the Owner and, if applicable, the tenant or Occupant of the Unit:

- i. the violation and stating the amount of the proposed fine;
- ii. stating that not later than the thirtieth (30th) day after the date of the notice, the Owner may request a hearing before the Board of Directors to contest the fine; and
- iii. allowing the Owner a reasonable time, by a specified date, to cure the violation and avoid the fine, if the fine is of curable nature; provided, however, that if the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) month period, the fine may be levied immediately without giving the Owner a reasonable time in which to cure the violation.

(b) The Association must give notice of the levied fine to the Owner not later than the thirtieth (30th) day after the date a fine has been levied against the Owner. All fines will be due and payable immediately as of the date of the notice stating that a fine has been levied, regardless of whether a hearing is requested. If a fine is levied for a violation that can be cured by the Owner and Owner does not cure the violation within the prescribed time period, the fine will be due and payable immediately on the date that the period for curing the violation ends, regardless of whether a hearing is requested. In the event an Owner requests a hearing within thirty (30) days after the date of the notice, the Board of Directors, at its discretion, and after hearing all of the evidence, may determine that:

- i. the fine is reasonable;
- ii. the amount of the fine should be lowered, in which case the Owner will receive a partial refund; or
- iii. the fine should be refunded in its entirety.

(c) Any fine levied against an Owner, pursuant to the fining policy set out herein, shall become part of the assessments for which the Owner is responsible for payment, which said assessments are secured by a continuing lien in favor of the Association.

(d) In addition to the authority to impose fines for violations of the provisions of the Governing Documents, the Association shall have all the rights and remedies provided for in the Governing Documents or which may be available at law or in equity, including the right to file suit against any Owner and/or tenant of an Owner who has violated any term of the Governing Documents.

(e) The Board may take immediate and appropriate action, without giving notice as required in Section 2 of this Policy, against violations of the Governing Documents which, in the Board's opinion, are (i) self-evident, such as a vehicle parked illegally or in violation of posted signs; (ii) threatening to life or property; or (iii) repeat violations of the same provision by the same Owner to whom prior notices and demands have been given for the same violation.

(f) Fine. The fine is \$50.00 per violation for each month that a violation continues after the date of the Violation Notice letter. Payment of the fine does not relieve the Unit Owner of the obligation to cure the violation.

(g) Liability of Unit Owner. The Unit Owner is responsible and liable to the Association for violations of the Association's Declaration, Bylaws, and Rules and Regulations by the Owner's tenants or other occupants of the Owner's Unit or the Owner's or occupant's family, guests, employees, agents, or invitees, and for costs incurred by the Association to obtain compliance including attorney fees, whether or not suit is filed. In addition, the Board may bring suit to request a court order to cure the violation and recover all court costs, attorneys' fees and costs including expert witnesses.

Sec. 5.2. MONTHLY ASSESSMENT COLLECTION POLICY. Each Unit Owner is obligated to timely pay monthly assessments for common expenses without demand by the Association. The Association's monthly assessment collection policy is, as follows:

(a) Due Date. Monthly assessment payments are due by the 1st day of the month in which they are due ("Due Date").

(b) Late Fee. If a monthly assessment is not paid by the 15th day of the month in which it is due, a late fee of \$50.00 will be charged.

(c) Interest. A monthly assessment that is not paid by the 30th day of the month in which it is due will accrue interest at the rate of 18% per annum or the highest rate allowed by law, whichever is lower, relating back to the Due Date.

(d) Past Due Notice. A Past Due Notice will be mailed or emailed to a Unit Owner who has not paid his or her monthly assessment by the 15th day of the month in which it is due,

addressed to the Owner's mailing address or email address that has been provided in writing to the Association, or to the Owner's Unit if no mailing address has been so provided, informing the Owner:

- (1) of the delinquency;
- (2) that the delinquent account will be referred to the Association's attorney for collection if it is not paid in full by the 30th day after the date of the Past Due Notice, allowing the Owner 45 days after the Due Date to pay the delinquent account without incurring collection costs and attorney fees; and
- (3) that if not so paid, the delinquent account will be referred to the attorney for collection, and thereafter:
 - (i) all contact with the Owner must be by and through the attorney, and neither the manager nor any Board member or employee of the Association may discuss collection of the delinquent account with the Owner unless the attorney is present or has consented to the contact;
 - (ii) all collection costs and attorney fees incurred by the Association will be added to the delinquent account;
 - (iii) all sums paid on the delinquent account must be paid to the Association through and in care of the attorney; and
 - (iv) if the Owner has not paid the account in full within the time frame specified in the attorney's letter demanding payment from the Owner, the attorney is hereby authorized to bring any and all actions available against the Owner personally as a debt for collection of all sums owed to the Association and/or foreclose the Association's assessment lien by any and all methods available, including non-judicial foreclosure against the Owner's Unit and rents and insurance proceeds received by the Owner and relating to the Unit.

Sec. 5.3. ELECTRIC BILL COLLECTION POLICY. Each Unit Owner is obligated to timely pay his or her Unit's monthly sub-metered portion of the Association's total monthly electric bill. The Association's electric bill collection policy is in accordance with applicable provisions of San Antonio City Public Services Rules and Regulations dated August 26, 2002, copies of which are available in the management office, and is, as follows:

- (a) **Due Date.** Electric bill payments are due by the 1st day of the month in which the payment is due ("Due Date").
- (b) **Past Due.** If an electric bill is not paid in full in the late payment amount specified on the electric bill by the 30th day of the month in which it is due, a Disconnection Notice will be mailed to the Owner.

(c) Disconnection of Service. Electric service to the Owner's Unit will be disconnected if a delinquent bill has not been paid in full or a deferred payment plan has not been realized by the scheduled disconnection date.

(d) Deferred Payment Plan Default. If a Unit Owner does not fulfill the terms of any deferred payment plan that was entered into after the Disconnection Notice was issued, electric service to the Owner's Unit will be disconnected and the Disconnection Notice will suffice as notice to the Unit Owner of such disconnection.

(e) Special Circumstances. Electric service will not be disconnected in the following special circumstances:

(1) if an "extreme weather emergency" occurs, which means a period when the previous day's temperature did not exceed 32 degrees Fahrenheit and the temperature is predicted to remain at or below 32 degrees Fahrenheit for the next twenty-four (24) hours according to the nearest National Weather Service reports; or if the National Weather Service has issued a heat advisory for the county and for two (2) days following the termination of such advisory; and

(2) if an Owner who permanently resides at the Unit establishes that a person permanently residing at the Unit is "ill or disabled" and would become "seriously ill or more seriously ill" if service is disconnected, via a statement by the Owner attesting to such circumstance submitted to the Association within twenty-six (26) days of the date of the electric bill, and the Owner thereafter enters into a deferred payment plan with the Association.

(f) Reestablishment of Service. Before electric service is reestablished after disconnection for delinquent bill, the Unit Owner must pay or make satisfactory payment arrangements with the Association for full payment of the delinquent bill and all costs of discontinuing and reestablishing service.

Sec. 5.4. CHARGES. Charges to Unit Owners include, but are not limited to, the following:

- (a) Returned Check: \$50.00
- (b) Gate Opener: \$60.00 (point of sale)
- (c) Mailbox Key Replacement: \$35.00 (point of sale)
- (d) Assessment Late Payment Fee: \$50.00
- (e) Property Damage Charge: Any levy for damage to common elements
- (f) Resale Certificate fee: \$250.00
- (g) Questionnaire fee: \$75.00
- (h) Transfer fee: \$200.00
- (i) Pest Control Fee: Interior service is charged to Owner as per Pest Control fee charged for that Unit.
- (j) After-hour emergency service calls will be charged to homeowner should the problem NOT originate in the Common Elements - \$80.00 minimum (to a

- minimum of two (2) hours and an additional \$40.00 per hour or part thereof).
- (k) 3% charge for credit card payments

Sec. 5.5. DEFINITION OF ASSESSMENT. "Assessment" means regular, further assessments, special assessments, fines, late fees, interest, collection costs and reimbursements, attorney's fees, property damage charges, and any other amount due to the Association, all of which are enforceable as assessments. Any such assessment levied by the Association against a Unit is a personal obligation of the Unit Owner and is secured by the Association's assessment lien on the Owner's Unit and rents and insurance proceeds received by the Unit Owner and relating to the Owner's Unit.

Sec. 5.6. APPLICATION OF PAYMENTS TO ASSOCIATION. Payments received by the Association from Unit Owners will be applied to their respective accounts according to the following order of priority:

- (a) Attorney fees and collection costs;
- (b) Fines;
- (c) Charges;
- (d) Delinquent electric bills;
- (e) Delinquent special assessments;
- (f) Delinquent monthly assessments;
- (g) Current electric bills;
- (h) Current special assessments; and last to
- (i) Current monthly assessments

SEC. 5.7. WORK ORDER. Unit Owners may request a work order to repair Common Elements in writing or by phone call to the office.

Sec. 5.8. EXAMINATION OF FINANCIAL RECORDS. In compliance with the Declaration, the Association maintains accounts of the receipts and expenditures of the Association specifying the maintenance and repair expenses of the Common Elements and any other expenses incurred by the Association. Both the books and vouchers accrediting the entries made on the Association's financial records are made available for examination by the Unit Owners in compliance with the "Open Records Policy For Chateau Dijon Townhomes Owners Association" dated October 12, 2023, as recorded. All books and records are kept in accordance with good accounting procedures and audited at least once a year by a third-party auditor.

Sec. 5.9. BIENNIAL CHANGE OF GATE ACCESS CODES. For security purposes, the Association will change each Unit Owner's gate access code on a biennial basis. A written notice informing an Owner of his or her new gate access code will be mailed to the Owner's mailing address that has been provided in writing to the Association, or to the Owner's Unit if no mailing address has been so provided. Changes in gate access codes do not affect remote gate openers, which will continue to open the gate with no change or interruption.

Sec. 5.10. CONFLICTS. These Rules and Regulations are intended to comply with the Association's Articles of Incorporation, Declaration, Bylaws, and Federal and Texas Laws. In case of an irreconcilable conflict, such documents and statutes control over the Rules and Regulations.

CERTIFICATION

The undersigned, being the President and Secretary of Chateau Dijon Townhomes Owners Association, do hereby certify that these Amended and Restated Rules and Regulations for Chateau Dijon Townhomes were adopted by a majority of the Board of Directors at a meeting of the Board duly called and held on the 16th day of January, 2024 at which a quorum was present.

IN WITNESS WHEREOF, I have hereunto subscribed my name on the date shown below.

CHATEAU DIJON TOWNHOMES OWNERS
ASSOCIATION, a Texas nonprofit corporation

By:

Name:

Paula Rast, President

By:

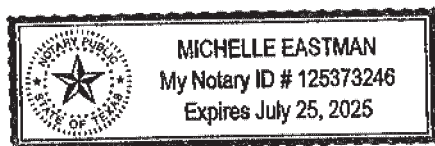
Name:

Frank Sammis, Secretary

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared Paula Rast, President of Chateau Dijon Townhomes Owners Association, a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and considerations therein expressed and in capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23 day of January, 2024.



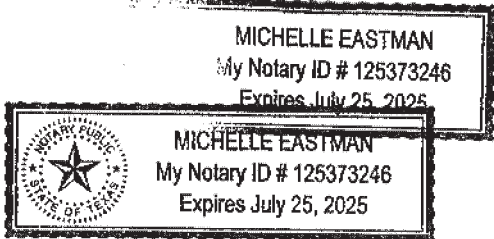
Notary Public in and for the State of Texas

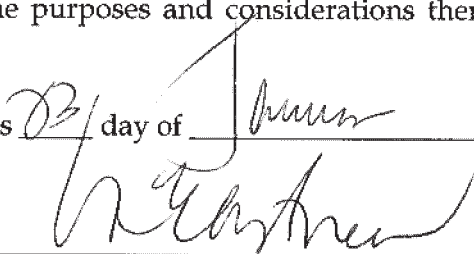
Amended and Restated Rules and Regulations for Chateau Dijon Townhomes

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared Frank Sammis, Secretary of Chateau Dijon Townhomes Owners Association, a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 03 day of June 2024.





Notary Public in and for the State of Texas

File Information

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

Document Number: 20240014275
Recorded Date: January 25, 2024
Recorded Time: 2:11 PM
Total Pages: 20
Total Fees: \$97.00

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Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 1/25/2024 2:11 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk