

**INITIAL
COMMUNITY RULES
OF
HURTA RIVER ESTATES
A PLANNED DEVELOPMENT COMMUNITY**

FOR OWNERS AND RESIDENTS OF

**HURTA RIVER ESTATES
A PLANNED DEVELOPMENT COMMUNITY
195 AMERICAN LEGION ROAD
SMITHVILLE, TEXAS**

_____ **2019**

Adopted by

**HURTA RIVER ESTATES
OWNERS ASSOCIATION, INC.**

Distributed by

**HURTA REAL ESTATE, LLC
(A Texas Limited Liability Company)**

INITIAL COMMUNITY RULES
OF
HURTA RIVER ESTATES
A PLANNED DEVELOPMENT COMMUNITY

Adopted by Hurta River Estates Owners Association, Inc.
_____ 2019

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INITIAL COMMUNITY RULES
OF
HURTA RIVER ESTATES
A PLANNED DEVELOPMENT COMMUNITY

Adopted _____ 2019

These INITIAL COMMUNITY RULES OF HURTA RIVER ESTATES, A PLANNED DEVELOPMENT COMMUNITY, are adopted by the Board of Directors of Hurta River Estates Owners Association, Inc. (the "**Association**"), for the benefit of Owners and Residents of Hurta River Estates, A Planned Development Community. These Community Rules are the "Rules" defined in Article 1 of the Declaration of Covenants, Conditions, and Restrictions for Hurta River Estates, A Planned Development Community (the "**Declaration**"), that is or will be recorded in the Official Public Records of Bastrop County, Texas.

These Rules are in addition to the provisions of the Declaration and Bylaws. By owning or occupying a Lot, Residential Dwelling, or a Commercial Building, each Owner and Resident agrees to abide by these Rules and to comply with the obligations of Owners and Residents under the Declaration of Hurta River Estates, A Planned Development Community and Bylaws of Hurta River Estates Owners Association, Inc. Each Owner and Resident acknowledges that these Rules are subject to change.

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

A. COMPLIANCE

1. **Compliance.** Each Owner will comply with the provisions of these Rules, the other 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 the Governing Documents by the Residents of his Dwelling and Commercial Building, respectively, and his or their respective relatives, invitees, tenants, agents, employees, or contractors. If a Rule requires or prohibits conduct by an "Owner" or "Resident," each of those terms is deemed to include the other and applies to all persons for whom an Owner or Resident is responsible. Again, the Owner is ultimately responsible for compliance by all persons using or related to his Improvement, both residential and commercial. An Owner should contact the Association if he has a question about these Rules.

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

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

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

5. Limits. These Rules represent standards of conduct and maintenance in a high-density community. It is understood that individuals may have different interpretations of and tolerance for these Rules. On lifestyle-related rules, such as the Community Etiquette rules below, the Association may refrain from acting on a perceived violation unless the Board determines the violation to be significant or a community-wide problem. The Association may not be compelled by one Resident to enforce these Rules against another Resident. Residents are expected to deal directly and peaceably with each other about their differences.

B. OBLIGATIONS OF OWNERS AND RESIDENTS

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

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

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

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

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

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

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

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

C. OCCUPANCY STANDARDS

1. Numbers. The maximum occupancy of a Dwelling is limited to two (2) persons per bedroom.

2. Minors. No person under the age of eighteen (18) may occupy a Dwelling unless he lives with a Resident who is his parent, legal guardian, or a designee of his parent or legal guardian. Upon request by the Association, an Owner will provide satisfactory proof of the ages and relationships among the Residents of his Dwelling.

3. Danger. No Dwelling may be occupied by a person who constitutes a direct threat to the health or safety of other persons, or whose occupancy would result in substantial physical damage to the property of others.

4. Occupancy Defined. Occupancy of a Dwelling, for purposes of these Rules, means occupancy in excess of thirty (30) continuous days or sixty (60) days in any twelve (12)-month period.

5. Written Leases. Each lease must be in writing. At the Association's request, an Owner must give the Board a copy of each lease and lease renewal.

6. Short Term Rentals. Without the prior written consent of the Board, which may be withheld for any reason or no reason, an Owner or Resident may not rent a Dwelling or portion of a Dwelling on a short-term basis. For purposes of this section, a short-term basis is any rental to an individual renter that is less than thirty (30) days in length, unless it is a hold-over lease from a prior lease and is based on a month-to-month rental agreement.

D. GENERAL USE AND MAINTENANCE OF RESIDENTIAL AND COMMERCIAL LOTS

1. **Residential Use.** Each Dwelling must be used solely for residential use and may not be used for commercial or business purposes, except as permitted in the Declaration. This restriction does not prohibit a Resident from using his Dwelling for personal business or professional pursuits, provided that: (a) the nonresidential use is incidental to the Dwelling's residential use; (b) the use conforms to all applicable laws and ordinances; (c) there is no external evidence of the nonresidential use; and (d) the nonresidential use does not entail visits to the Dwelling by the public, employees, suppliers, or clients; (e) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; and (f) the business activity does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other Residents, as may be determined in the sole discretions of the Board of Directors.

2. **Commercial Use.** Lots, 1, 2, 3, and 54 are zoned "I-General Industrial District" by the City of Smithville. However, while this zoning classification allows many different types of commercial activity on the commercially zoned Lots, the Association intends to ensure that any businesses allowed on the commercial Lots, in the Association's and/or the ACC's opinion, would be a type of business whose Buildings and activities on the Lots would not detract from the aesthetics of the area, or create a nuisance to the neighborhood. The commercial zoning designation on tracts 1, 2, 3, and 54 allows residential use as well, should any future owner of these Lots desire to use a commercially zoned Lot for the construction of a residence. Lots 1, 2, 3, and 54 will be separated from the residential section and the entrance street to the residential portion of the subdivision by privacy fencing, which will be permanent and maintained by the subdivision Association.

Any persons or entities that desire to purchase a commercially zoned Lot must submit their type of business and building plans to the ACC for consideration and approval. If in the opinion of the ACC and Hurta Real Estate, LLC the type of business and building plans would not detract from the aesthetics of the area or be a nuisance to the neighborhood, approval will be granted in writing as long as it fits the City of Smithville zoning designation as well.

3. **Annoyance.** A Resident may not use his Dwelling in a way that: (a) annoys Residents of neighboring Dwellings; (b) reduces the desirability of the Property as a mixed-use community; (c) endangers the health or safety of other Residents; or (d) violates any law or any provision of the Governing Documents.

4. **Maintenance.** An Owner, at his expense, will maintain his Building and keep it in good repair.

5. **Report Malfunctions.** A Resident will immediately report to the Board his discovery of any leak, break, or malfunction in any portion of the Property which the Association has a duty to maintain. A Resident who fails to promptly report a problem may be deemed negligent, in which case the Owner is liable for any additional damage caused by the delay.

6. Patios and Decks. For Residential Dwellings a Resident will maintain his front porch, patio, and deck, if any, in a clean manner. If the Board determines that a front porch, patio, or deck is unsightly, the Board may give the Owner notice of the problem and a reasonable time period in which to correct it, after which the Board may take corrective action at the Owner's expense.

7. Glass. Each Owner, at his expense, must promptly repair and replace any broken or cracked glass in his Building's windows and doors, regardless of the source of the damage. Replacement glass must conform to the standard for the Property.

8. Combustibles. A Resident may not store or maintain, anywhere on the Property -- including within a Building -- explosives or materials capable of spontaneous combustion. This does not include properly stored gasoline for lawn equipment that is stored in a container of five (5) gallons or less.

9. Cable. A Resident who subscribes directly to cable service is solely responsible for maintaining that subscription and the appurtenant equipment.

10. Utilities. A Resident will try to conserve the use of utilities furnished through the Association.

E. GENERAL USE AND MAINTENANCE OF COMMON ELEMENTS

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

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

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

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

5. Yards. A Resident will maintain his yard in a clean manner. A Resident will take care that the cleaning of his yard does not annoy or inconvenience other Residents. A yard may not be used for storage purposes. If the Board determines that any yard is unsightly, the Board may

give the Owner notice of the problem and a reasonable time period in which to correct it, after which the Board may take corrective action at the Owner's expense. Within three (3) months of the construction of a new Dwelling, the builder or new Owner will insure that a well-established landscape is provided for the Dwelling. Both the front and back yards will be landscaped with a minimum of grass and one (1) tree each in both the front and back yards and a flower bed for the front yard. An Owner shall maintain a well-watered and neatly-kept yard during all seasons. The growth of weeds and a natural zero-maintenance yard are not acceptable landscapes. The front yard shall be free from the growth of weeds. The Board may give notice to an Owner should the development of the initial landscaping or continued maintenance thereof not meet the requirements of these Rules. Any such notice shall include a reasonable period for the Owner to take corrective action. Failure of the Owner to take such corrective action to install or maintain proper landscaping within the corrective action period given by the Board shall be cause for the Association to take corrective action at the Owner's expense.

F. COMMUNITY ETIQUETTE

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

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

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

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

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

G. ARCHITECTURAL CONTROL

1. Exteriors. Without the written approval of the Board, an Owner or Resident may NOT change, remodel, decorate, destroy, or improve the exterior of the Dwellings or the grounds, nor do anything to change the appearance of the Property. The Owner shall, however, be allowed to upgrade, maintain, and improve the landscaping at his/her Dwelling by replacing the landscaping initially installed at a new Dwelling.

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

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

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

c. Hang, shake, or otherwise display linens, clothing, towels, rugs, shoes, mops, bedding, or other similar items from windows, doors, fences, patios, decks, or outdoor clothes lines (which are prohibited from being installed).

d. Erect or install exterior horns, aerials, antennas, or other transmitting or receiving equipment, or cause anything to protrude through an exterior wall or roof other than typical roof or wall apparatus used to vent drainage pipes or attics, gas heating appliances, vent fans, or dryer vents. Antennas may be mounted inside attics.

e. Install or construct a storage shed, satellite dish, antenna, or any another improvement in a yard area.

3. Satellite Dishes. Exterior satellite dishes of less than one (1) meter in diameter and receiving antennas are permitted in portions of the Dwellings approved by the Board.

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

a. The window treatment, including drapes, blinds, shades, or shutters, must appear to conform to the exterior of the Dwelling when viewed from outside. The color of such window treatments shall not be overbearing or otherwise obtrusive to the general public, as determined by the Board.

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

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

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

H. VEHICLE RESTRICTIONS

1. Number of Vehicles. Because of the limited amount of parking on the Property, the Residents of a Dwelling, collectively, may keep no more than the number of vehicles that can be parked in their Dwelling's garage or outbuildings and driveway on the Property on a reoccurring basis. For example, if a Dwelling has a two (2)-car garage and spaces to park two (2) vehicles in the driveway, the Residents of that Dwelling may keep up to four (4) vehicles on the Property.

2. Permitted Vehicles. To be permitted on the Property, a vehicle must be operable, and must display a current license tag and inspection sticker. For purposes of these Rules, vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles. The following are not permitted on the Property without the Board's consent: trailers, boats, recreational vehicles, buses, large commercial trucks, industrial vehicles unless stored in enclosed structures. No truck larger than one (1) ton, flatbed truck, or vehicle other than passenger automobiles shall be permitted to park overnight on any streets or alleys located within the Property.

3. Speed. A speed limit of 20 miles per hour will be observed, unless posted differently.

4. Garages and Driveways. All Residents must park in the garage area of their Dwelling, detached buildings, on the driveway in front of their house, or within enclosed privacy fencing. Garages may be used for the purpose of general storage as well as vehicle storage but must be kept closed at all times, except for entering and exiting, unless the resident is present inside the garage, or around the outside of the garage.

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

6. Proper Placement. No vehicle, including motorcycles, may be parked, or placed anywhere on the Property except in designated parking areas and on paved driveways, or within privacy fencing or enclosed structures. Motorcycles may not be chained to the Dwellings, garages, fences, or any other part of the Property, unless designated for that purpose, or within privacy fencing or enclosed structures.

7. Motorbikes and Equipment. Motorcycles, motorbikes, or other loud motorized vehicles may not be operated on the Property, except to provide transportation to and from a Building or the river with the exception of mowing equipment, or farm equipment used on River Lot acreage to maintain it. Golf carts or vehicles used for property maintenance are allowed. All Terrain Vehicles (ATVs) are allowed to be operated on River Lots as long as in the opinion of the POA, their use is not a nuisance to the neighborhood.

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

9. Private Fire Lanes/Obstructions. Residents may not park the cars that are registered to their Dwelling or that are continuously at their Dwelling on the street. Resident's guests may park their cars in the street for up to eight (8) hours. No vehicle may be parked in a manner that impedes or prevents ready access to the Property, driveways, garages, or parking spaces. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard.

No vehicle may be parked, even temporarily, in spaces reserved for others or in any area designated as "No Parking."

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

I. TRASH DISPOSAL

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

2. Trash Pick-Up. A Resident must keep himself informed about the days and times of trash pick-up. The Board may determine, from time to time, the period of time during which Residents' trash receptacles may be curbside. If the Board fails to determine time period, trash receptacles may not be put curbside more than twenty four (24) hours.

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

4. Excess Trash. Resident will place trash entirely within the proper receptacle, and may NOT place trash outside, next to, or on top of that receptacle, except as permitted by the applicable agency or company responsible for collecting trash during the time and for the purpose of collection. Boxes and large objects should be crushed or broken down before being placed in a receptacle. Receptacles are to be closed at all times when not in use. A Resident may place bulk items (e.g., furniture, bundled branches, and other large and bulky items), at their designated trash collection area only on days that the applicable agency or company responsible for collecting trash will pick up bulk trash. A Resident must arrange privately for removal of bulk items (e.g., furniture, bundled branches, and other large and bulky items) that are otherwise not collectable or collected by the applicable agency or company responsible for collecting trash.

J. PETS

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

2. Permitted Pets. No Kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept on any part of the Property.

Non-River Lots. The keeping of ordinary household pets such as dogs or cats is allowed, but no poultry, fowl, livestock or other animals may be kept on any portion of the

Property. A maximum of two (2) adult dogs and/or two (2) adult cats shall be permitted. Every owner shall erect appropriate fencing to confine all of their household pets within their Lot. All dogs off the Owner's Lot shall be on an apparatus of sufficient strength to control the dog. No animals shall be permitted until appropriate fencing is complete. Any deviation from this shall be with written permission from the ACC.

River Lots. The keeping of ordinary household pets such as dogs and cats are allowed. A maximum of two (2) adult dogs and/or two (2) adult cats shall be permitted. Horses and/or cows are allowed on River Lots. A maximum of 5 livestock head shall be permitted on Lots 39-53 with the exception of provisions made and approved by the City for Lot 39 until it is sold. Every owner shall erect appropriate fencing to confine all of their animals within their Lot.

3. Prohibited Animals. No Resident may keep a dangerous or exotic animal, trained attack dog, or any other animal deemed by the Board to be a potential threat to the well-being of people or other animals. No animal or house pet may be kept, bred, or maintained for any commercial purpose with the exception of horses or cattle allowed on River Lots.

4. Outdoors. Subject to the limited privilege for dogs, a permitted pet may not be allowed on General Common Areas unless carried or leashed. No pet may be leashed to a stationary object on any Common Area.

5. Limited Dog Privilege. Dogs may be kept in fenced yards only if they do not disturb or annoy people on the Property. The Board is the sole arbiter of what constitutes a disturbance or annoyance. If the Board determines that a dog disturbs people, the Board may permanently revoke the privilege of keeping the dog in the fenced yard. Thereafter, the dog must be maintained inside the Dwelling. This privilege may be extended to a cat that is physically incapable of climbing the fence or leaving the fenced yard.

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

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

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

9. Removal. If a Resident or his pet violates these Rules, or if a pet creates a nuisance, odor, unreasonable disturbance, or noise, the Resident or person having control of the animal may be given a written notice by the Board to correct the problem. If the problem is not corrected within the time specified in the notice (not less than ten [10] days), the Resident, on written notice from the Board, may be required to remove the animal. Each Resident agrees to permanently remove his violating animal from the Property within ten [10] days after receipt of a removal notice from the Board.

K. MISCELLANEOUS

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

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

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

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

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

6. Preparer. These Rules were prepared in the law office of Martin C. Cude, Jr., Attorney and Counselor, 2178 Kessler Court, Dallas, Texas 75208-2948.

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

CERTIFICATE

I hereby certify that the foregoing Initial Community Rules for Owners and Residents of Hurta River Estates, A Planned Development Community were adopted by the initial Board of Directors of Hurta River Estates Owners Association, Inc., a Texas nonprofit corporation and planned unit development association, at its organization meeting or by unanimous written consent in lieu of the organizational meeting.

SIGNED this _____ day of _____, 2019.

HURTA RIVER ESTATES
HOMEOWNERS ASSOCIATION, INC.

By: _____
Bruce Hurta, Secretary

THE STATE OF TEXAS §
 §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me on this _____ day of _____, 2019, by Bruce Hurta, Secretary of Hurta River Estates Owners Association, Inc., a Texas planned development community association and nonprofit corporation, on behalf of the association and corporation.

Notary Public in and for
The State of Texas