

EXHIBIT "A"

**COMMUNITY POLICIES FOR  
OVERLOOK VILLA NORTH CONDOMINIUMS  
( Updated May 2012)**

**POLICIES:** 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 follow them. You are encouraged to ask your neighbors to follow the rules.

**COMMUNICATIONS:** Renters are to direct repair requests, complaints, or rule violations to their respective Property Owner/Landlord. Property Owners can contact the Association Property Manager as follows:

Property Manager  
P.O. Box 4210  
Lago Vista, Tx 78645  
Phone: 512-293-7950  
Keith@overlookvillasnorth.com

**POLICIES APPLICABLE TO ALL OWNERS, TENANTS, AND GUESTS**

1. **Securities, Safety, and Lighting.** Neither the Association nor the Association's manager warrants security. Each occupant is responsible for the security of himself, his family, and guests. It is recommended that each unit have: (1) keyless deadbolt on entry doors, (2) Keyed deadbolt on entry doors, (3) and door viewer on exterior doors.

Owners and Tenants are requested to report common area (termed "General Common Elements" in the Declaration) lighting problems or hazardous conditions immediately to the Association's management representative.

2. **Mailboxes.** The Board of Governors has the exclusive right to designate the type, size, 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 unit increases the risk of crime for occupants of the unit.

3. **Trash.** Garbage, rubbish, or cuttings shall not be left or deposited, even temporarily, on any common areas or patios. All of such refuse must be placed in the owner's or tenant's trashcan.

4. **Children.** Each owner is responsible for the conduct of children who are tenants or guests in his unit. Children under the age of 10 years may not be left in the unit without an adult. No children's toys may be left outside.

5. **Pets.**

**Subject to Community Rules: An Owner or Resident may not keep or permit on the condominium a pet or animal of any kind, at any time, except as permitted by these Community Rules and the Governing Documents. Owners and tenants need to show evidence of vaccination before animals will be allowed on the property.**

**Permitted Pets:** Subject to these Community Rules, an owner or resident may keep in their unit permitted house pets. Except for birds and fish, no more than two animals may be kept in a unit. Permitted house pets include dogs and/or cats, domesticated caged birds, aquarium fish and other animals permitted by consent of the Board. Permitted house pets also include, specially trained animals that serve as physical aids to handicapped residents, regardless of the animal's size or type. The board shall have the authority to require the removal of any pet as a result of smell, noise or nuisance.

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

**Indoors/Outdoors:** A permitted pet must be maintained inside the Unit and may not be kept on patios, decks or balconies. No pet is allowed on General Common Elements unless carried or leashed and be accompanied by a owner or resident or guest. No pet may be leashed to any stationary object on the Common Elements and shall not be allowed to roam the Common Elements..

**Disturbance:** Pets shall be kept in a manner that does not disturb another Owner's or Resident's rest or peaceful enjoyment of his Unit or the Common Elements. No pet shall be permitted to bark, howl, whine, screech, or make other loud noises for extended or repeated periods of time. **Damage:** Each Owner or Resident is responsible for any property damage, injury, or disturbance his pet may cause or inflict and shall compensate any person injured by his pet. Any Owner or Resident who keeps a pet on the condominium shall be deemed to have agreed to indemnify and to hold harmless the Board, the Association, and other Owners and Resident from any lost" claim, or liability of any kind or character whatever resulting from an action of his pet or arising by reason of keeping or maintaining such pet on the condominium.

**Pooper Scooper:** Each time feces are discovered on the Common Element and attributed to an animal in the custody of that Unit's Owner or Resident, the amount of which fine shall be a uniform amount to be established by the Board from time to time, and which, until otherwise established by the Board, shall be **\$50.00 per incident.**

**Removal:** If an Owner or a Resident violates these Community Rules or the community policies pertaining to pets, or if a pet causes or creates a nuisance, odor, unreasonable disturbance, or noise the owner, resident or person having control of the animal shall 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 10 days, except in the case of an emergency or imminent health threat), the Board may require that the animal be removed. Each Owner and Resident agrees to permanently remove his violating animal from the condominium within the time specified in the notice from the Board. The Board shall be entitled to evict any Resident (other than an Owner) which fails to comply with this Section .

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

7. **Fire extinguishers.** All units must have a fire extinguisher in accordance to fire regulations and fire codes. Management may inspect with proper notification.

8. **Decks.** No barbeque grills of any kind are authorized on the decks. All grills, including smokers, must be utilized at ground level. No tables or chairs with sharp legs that will penetrate the deck material are authorized on the decks. Barbeque grills must be used 10 feet from the buildings.

9. **Storage of property.** Pool-side lounges and lawn chairs, exterior tables, live plants in hanging baskets or pots, one enclosed trash receptacle with lid, a reasonable amount of firewood, and one barbecue grill, may be stored in the common area patios adjacent to an owner's unit. Nothing may be hung on the railings except for plants. Items stored on the patios must not appear to be in disrepair.

All other property must be kept inside the unit, including towels, bathing suits, mops, brooms, barbeque briquettes, fuel, tools, carpeting, boxes, plastic bags, beverages, furniture, automobile equipment, etc. All property stored in violation of this rule may be removed and disposed of with or without a courtesy notice by any Board member or Manager.

10. **Property inside units.** 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.

11. **Entry areas.** Entry areas, walkways, steps, and landings shall be kept clean and neat by the owners or tenants using them. Only doormats and plants can be placed in these areas. Owners must keep the concrete entry floor of their units free of paint, stains, pet droppings, and debris.

12. **Parking.** The Board may adopt parking regulations and restrictions to resolve unanticipated parking problems, provided they are not in conflict with the Declaration. Owners and Tenants must provide the Property Manager notice of the License Plate Number and general description (color and make) of each vehicle (including trailers, boats, etc.).

A. Parking of vehicles, motorcycles, and bicycles in grass areas, dirt areas, flowerbeds, or sidewalks is prohibited.

B. No vehicle may be parked or unattended in such a manner as to block the passage of other vehicles on the streets or in driveways to units. 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.

C. Owners or occupants shall park their vehicles or other permissible items in their respective carports only. Owners and occupants may not park at the condominium property more vehicles than will fit in the Owner's carport(s), on a permanent or regular basis. Owners and tenants will be issued parking stickers from the Property Manager; all vehicles that do not have a parking sticker will be towed.

D. Motorcycles must be parked in the carport area.

E. Bicycles must be stored under the stairwell (up to four) and cannot be in disrepair. If your unit does not have a stairwell contact the Manager for proper placement.

F. **Anti-theft alarms.** Owners and occupants who have vehicles with anti-theft systems shall not allow the alarms or horns to go off and disturb other persons in the property for more than three minutes. Vehicles violating the three-minute rule shall be considered as illegally parked, and towed, in accordance to the Texas towing statutes.

G. **Vehicle repair.** Except in an emergency when a vehicle is inoperable, no vehicle may be worked on in the carport or common areas. Otherwise, vehicles must be serviced or repaired off the property. Vehicles which have expired license plates, expired inspection stickers, flat tires, or which are obviously inoperable due to missing parts are prohibited and may be removed from the property at the owner's or tenant's expense. Such vehicles must be removed from the property immediately upon written or verbal notice from any board member or management representative.

H. **Towing illegally parked vehicles.** 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 statutory requirements. The Unit Owner or operator is liable for all costs of towing and storage of illegally parked vehicles.

13. **Antennas, cable and satellite dishes.** May be attached to the deck railings or mounted on freestanding dish devices. No antennas or dishes may be attached to the building in any manner. Any antennas or dishes attached to the building structure will be removed and the Property Owner will be held liable for all damages to Association property, personal property, animals, and persons that may become injured from the installation of the antennas or dishes. Any cable that needs to be attached to the building must contact the Property Manager first prior to installation of the cable. Any inoperable cable must be removed immediately; otherwise, the Owner will be held liable for the cost of the cable removal. If an antenna or satellite dish is attached incorrectly, the antenna or dish may be removed at Owner's expense with or without a courtesy notice.

14. **Pool.** The pool is for the use of the Property Owners, tenants, and their guests. Pool rules are posted at the pool

and must be followed at all times. Violation of the rules will result in loss of pool privileges. Property Owners will be charged for lost pool keys at a fee of \$25.00. All owners and tenants must have a pool pass in order to use the pool. Please contact Property Manager for a pool pass.

15. **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, and water furniture, unless it is due to Common Area Plumbing.

16. **Utilities leaks.** Each owner shall be responsible for promptly fixing leaks in all plumbing lines, plumbing fixtures, lavatories, sinks, tubs, and shower stalls inside his unit. A unit owner will be responsible for paying all damages and repairs necessitated by water leaks from his unit or adjacent units. If the Association deems it necessary to repair any of these items, the owner shall reimburse the Association for the cost of the repair. Owners must contact the HOA prior to filing any insurance claims due to damages caused by utility leaks.

17. **Noise.** Condominium unit owners and tenants shall refrain from playing radios, televisions, stereos, and other electrical and/or similar sound equipment at sound levels objected to by any unit owner, tenant, or management representative. Yelling or loud talking outside is prohibited. Door and windows must be shut when playing mechanical devices so loud that they may be heard outside their condominium unit. Complaints from other owners/tenants may be immediately investigated.

18. **Nuisances.** No unsafe, obnoxious, 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 Governors or Management, might reasonably be considered as annoying to neighbors or ordinary sensibilities, or might be reasonably calculated to reduce the desirability of the project 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 association 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 cancelled, suspended, or materially modified by the issuing company.

19. **Pest control.** The Association will treat common areas as needed, but does not have responsibilities for pest control inside units. However, the Association shall have the right to enter after proper notice and exterminate an owner's unit, at the owner's expense, if the owner's failure to control pests inside his unit is adversely affecting other units.

20. **Broken Windows and Window coverings.** Broken Windows must be reported to the Property Owner and repairs accomplished at Owner's expense within 15 days of occurrence. White or ivory blinds or drapes shall cover all exterior-facing windows. The Board of Governors shall make reasonable judgment on all objectionable broken windows and materials used on exterior facing windows. Solar screens are allowed on windows; contact Property Manager for specifications and approval of solar screens.

21. **Signs.** "For Sale" or "For Rent" signs are not permitted in windows of a Unit or anywhere in the condominium project. No signs are permitted which detract from the normal appearance of the condominium complex. The Association representatives without prior notice may remove unauthorized signs.

22. **Common area modifications and landscaping.** No owner may construct, alter, modify, landscape, water, trim, or otherwise perform any work whatsoever upon any of the common elements, limited or general. Actions and Plans must be submitted in writing to the Board of Governors for approval. No exterior awnings, shades, railings, or additional lighting may be installed. All areas of the grounds and exterior of all buildings (including all roofs) are considered common elements.

23. **Common area repairs.** An owner is liable for all damages caused to general or limited common elements caused by failure to promptly report to the association any defect or need for repair. An owner is liable for the cost of all repairs to general or limited common elements necessitated by neglect, misuse, or negligence of the owner, his tenants, co-residents, guests, or invitees, or the failure to report to the Association any item in need of repair for which the

Association has maintenance responsibility.

24. **Criminal activity.** While on the condominium property, no person may violate any criminal laws, health codes, or other applicable laws. No tampering with water, lighting, sprinklers, or other common elements are allowed.

25. **Recreational activities.** There is to be no ball playing anywhere on the condominium property complex. There is to be no rollerblading, skateboarding, bike riding, and scooters in the courtyard. Basketball hoops are not allowed on the property unless otherwise stated and approved by the Board of Governors and Property Manager.

26. **Roof.** Homeowners, guests, or tenants are not allowed access on the roof at any time. Only association representatives and association-approved contractors may access the roofs on the property. This rule will be STRICTLY ENFORCED at all times.

27. **Fireworks and firearms.** No fireworks shall be discharged on Overlook property, nor shall any BB guns, slingshots, or any other type of firearms be discharged on Overlook property.

28. **Wild animals.** Wild animals shall not be fed on the Overlook property or within 100 yards of the property. This includes, but is not limited to, deer, raccoons, possums, etc.

29. **Camping.** No tents, camping, or overnight sleeping is allowed in the common areas.

30. **Childcare.** No unit shall be used anytime for purposes of an in-home childcare, daycare, or babysitting service.

31. **Business.** No unit shall be used for the purpose of a business in accordance to the Declaration and Bylaws of the Association.

#### POLICIES APPLICABLE PRIMARILY TO OWNERS

32. **Fines.** The Board may assess fines against an owner for violations of restrictions or standards of conduct contained in the Declaration, Bylaws or these Association policies/rules, which have been committed by an owner, or occupant of the owner's unit, or the owner or occupant's family, guests, employees, contractors, agents, tenants, or invitees.

A. The Board may assess damage charges against an owner for pecuniary loss to the Association from property damage or destruction of common areas, common elements, or common facilities by the owner or the owner's family, guests, agents, occupants, or tenants.

B. 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 for minor or recurring violations, but the Board may vary any fine depending on the special circumstances of each case. Fines must fit violation and not be arbitrary or capricious.

C. The procedure for assessment of fines and damage charge shall be as follows:

1. The Association, acting through an officer, Board member, or managing agent, must give the owner written notice of the fine or damage charge not later than 30 days after the assessment of the fine or damage charged by the Board.

2. A notice of a 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 and state that the owner has 30 days to request a hearing before the Board to discuss the fine or damage charge.

D. Fines and/or damage charges are due immediately upon expiration of the 30 day period for requesting a hearing; or, if a hearing is requested a timely manner, 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.

E. The minimum fine for each violation shall be \$25.00. Fines may be assessed for each day of the violation.

33. **Late charges.** Assessments are due by the 10<sup>th</sup> day of each month. The charge for late payment of monies to the Association shall be a \$30.00 per month on the unpaid balance. This is to cover the administrative costs, and overhead of collection (excluding attorney's fees). At the Association's discretion, all payments shall be made in certified funds if one or more previous payments has been late or the Association has received one or more checks that have been declared as "insufficient funds" or "NSF" by the issuing bank. No notice shall be required.

34. **Returned checks; Payment application.** The charge for a returned check is \$30.00, plus bank charges incurred by the Association. The association has the right to require, without notice, all payments to be made in certified funds if an NSF check has been received. Payments received from Owners may be applied first to non-assessment items or any other items due and owing from the Owner, regardless of notations on checks, transmittal letter, or otherwise.

35. **Board access to units.** Property Owners must provide the Management with keys to the Units in the events of emergencies. The Board shall have the right of access after 24-hours notice (except in emergencies, when no notice is required), to each apartment for the purpose of inspections, removal of violations, maintenance, repair and replacement of the general or limited common elements contained therein or elsewhere in the building. Per the Declaration, the Board may allow the Association's Property Manager and/or maintenance persons to access the Units for authorized purposes in its stead. The Board reserves the right to require two Association representatives to be present at the times of access to the Unit.

36. **Water Assessment.** All water bills for each Unit are due on the 10<sup>th</sup> of each month. A late fee charge of \$15.00 will be applied if the payment is not received by the due date. Owners will have their Unit's water disconnected if the water bill has not been paid 10 days after the original due date. Owners will be charged a \$75.00 fee to reconnect their water services. Owners and tenants will receive a notice of disconnection 10 days before the actual water disconnection date.

37. **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 to the Association, the amount of the delinquencies, and the names of violators and disciplinary action taken against unit owners. No member who is delinquent in the payment of any assessment, charge, fee, or other sum from such member to the association, shall be entitled to vote as a member of the association upon any matter, unless all such delinquent sums have been paid to the association in full.

38. **Change of address and notices.** Owners shall keep the Association informed of their current address and phone number and any changes of address and phone numbers. Owner shall make a good faith effort to comply with and/or respond to notices sent to owner from the Association's Board or Management.

39. **Names and address of tenants.** Owners shall notify the Association of current names, addresses, and phone numbers of tenants of their respective units.

40. **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 jointly and severally liable (along with buying owner) for all monies accruing to the Association thereafter on such 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 jointly and severally liable (along with buying owner) for the assessments accruing after the sale of transfer until such time as the selling or transferring owner notifies the Association in writing of the name and address of the new owner.

41. **Rental Units.** A special statute provides that you must re-key at every tenant turnover and you must install and maintain certain kinds of security devices in your unit. 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 Texas Security Device Statute. The statute states that you must re-key between the dates the old tenant moves out and the 7<sup>th</sup> day after the new tenant moves in.

42. **Interior water leaks.** Leaks occurring from windows, roofs, or other exterior areas can be compounded and

can result in water running down the interior of perimeter walls, interior surfaces, ceilings, or carpets in the Units. The failure of the owner to report such a leak within 30 days after the first sign of the leak shall mean that the unit owner shall pay for 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 the cost of interior repairs, and items for which the Association would otherwise be liable. Unit owners purchasing their units are responsible for the failure of the preceding owner to report such leaks, as applicable.

43. **Occupancy and newborn policy.** No more than two persons per bedroom may occupy a unit. For purposes of this rule, a downstairs “bonus room”, if finished for occupancy, shall be deemed one bedroom. A newborn child shall not be counted toward occupancy restrictions until the child is 12 months old. Once a newborn reaches the age of 12 months, that child will be counted for the purposes of occupancy restrictions.

44. **Air conditioning repair and replacement.** Any air conditioning unit at Overlook Villa North condominiums needing replacement or being replaced by an owner must be installed on the roof or on the ground if applicable and consist of one unit that will serve all of the upstairs. The removal of the old system, cost of the new air conditioning system, and the installation of the system shall be at the owner’s expense as required by the governing documents. Owners must give notice to Property Manager prior to installation of any air conditioning unit in order to prevent roof damage and to ensure appropriate placement of the unit.

45. **Electrical wiring.** The Association is responsible for providing and shall maintain electrical wiring and associated equipment from the Pedernales Electric Cooperative Transformer to one electrical meter of each unit. If a second meter has been installed, the maintenance responsibility of that second meter lies with the homeowner.

46. **Unit sales and general access.** The Board of Directors of the Association or their designated agents or representatives shall have the right of access, after proper notice, to each apartment to inspect the same and to remove violations there from and to maintain, repair, and replace the general or limited common elements contained therein or elsewhere in the building.

47. **Declaration provisions.** Many of these policies are directly from the Declaration of Covenants, Conditions, and Restrictions, which apply, to owners, tenants and guests. Some of the policies are in addition to what is in the Declaration. 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 amended by the Board.

48. **NON-LIABILITIES AND RELEASE OF THE ASSOCIATION, OFFICERS, AND DIRECTORS.** THE ASSOCIATION AND ITS OFFICERS AND DIRECTORS SHALL NOT BE LIABLE TO UNIT OWNERS, THEIR TENANTS, AND PERSONS ON THE PROPERTY AT THEIR INVITATION OR WITH THEIR PERMISSION, FOR PROPERTY DAMAGE, PERSONAL INJURIES, OR HARM RESULTING AT ANY TIME FROM NEGLIGENT CONDUCT OF THE ASSOCIATION OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS RELATED TO ENFORCEMENT OR NONENFORCEMENT OF THE ASSOCIATION’S PROVISIONS AND RULES REGARDING PET LEASH REQUIREMENTS, TRAFFIC INTERSECTION SIGHTLINES, SWIMMING POOL RULES, TRAFFIC SIGNS, VEHICLE PARKING, COMMON AREA LIGHTING OR FENCING, COMMON AREA FAILURES, ETC. BY ACCEPTANCE OF A DEED OR LEASE, OWNERS AND TENANTS, AS WELL AS PERSONS ON THE PROPERTY AT THEIR INVITATION OR WITH THEIR PERMISSION, ARE DEEMED TO HAVE RELEASED THE ASSOCIATION AND ITS OFFICERS AND DIRECTORS FROM SUCH LIABILITY, TO THE EXTENT AUTHORIZED BY LAW. THE FOREGOING DOES NOT RELEASE AN OFFICER OR DIRECTOR FROM LIABILITY FOR ACTS OR OMISSIONS WHICH ARE (1) A BREACH OF THE OFFICER’S OR DIRECTOR’S DUTY OF LOYALTY AND FIDUCIARY DUTY TO THE ASSOCIATION OR ITS MEMBERS, (2) ACTS OR OMISSIONS NOT IN GOOD FAITH OR INVOLVING INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW, (3) A TRANSACTION FROM WHICH AN OFFICER OR DIRECTOR RECEIVES AN IMPROPER BENEFIT, WHETHER OR NOT THE BENEFIT RESULTED FROM AN ACTION TAKEN WITHIN THE SCOPE OF THE DIRECTOR’S OFFICE, OR (4) AN ACT OR OMISSION FOR WHICH THE LIABILITY OF THE DIRECTOR IS EXPRESSLY PROVIDED BY STATUTE.

49. **Leasing.** Prior to leasing to anyone or allowing anyone except the owner or his family to occupy the owner's unit, an owner must exercise due diligence not to lease or allow occupancy to a person who has a conviction or deferred adjudication history of any crime that may pose a serious potential risk of injury to other residents. This includes (but is not limited to) such crimes as murder, aggravated assault, rape, molestation, sexual assault, indecent exposure, indecency with a child, kidnapping, and arson. It is the owner's responsibility to determine the best way to exercise this due diligence. As a part of owners' due diligence, owners must obtain a report based on Texas Department of Public Safety criminal records, as well as take any other actions needed to prudently screen prospective tenants and occupants for criminal history. (Criminal reports may be purchased from the DPS website at [www.txdps.state.tx.us](http://www.txdps.state.tx.us)). Owners must provide proof of such screening upon request of the Board of Governors. Owners failing to perform pre-screening of all tenants and occupants will be subject to automatic fines. If an owner, at the time of adoption of this rule, is currently leasing to a tenant or occupant with a criminal history as described above, the owner must terminate the tenant's or occupant's occupancy at the earliest time allowed under the lease. Upon request, the owner must provide the Association a copy of any lease in existence at the time of adoption of this rule.

50. **Eviction of Tenants and Occupants.** The Association shall have a right, but not the obligation, to evict any tenant or any family member or guest of the owner if such person is found by the Board of Governors to have a history of a crime described in paragraph 49 above, according to official public records. Additionally, the Association shall have a right, but not the obligation, to evict any tenant or any family member or guest of the owner if such person is found by the Board of Governors to have substantially and repeatedly violated Association restrictions regarding noise, nuisances, noxious odors, or other restrictions relating to safe enjoyment of the Property by other owners and their family, tenants, and guests. In this regard, the Association shall be deemed an "aggrieved party" for eviction suit purposes, and the Association shall be entitled to possession (i.e., dispossession of the particular offending person) of the unit subject to the condition that, if the Association does recover possession in an eviction suit, the Association shall upon execution of a writ of possession immediately relinquish possession of the unit to the unit's Owner and shall not enter the unit. The owner will be responsible for all costs associated with such eviction. Each owner, by acceptance of a deed to a unit, hereby irrevocably appoints the Association as his attorney-in-fact to terminate the right of occupancy under the lease and evict any tenant or other occupant in the event of such repeated violations. Said attorney-in-fact shall have the right, but not the obligation, to bring such eviction proceeding.

"51. **Collection of Rent from Tenant(s).** If an owner is delinquent in any amount due to the Association, the Board at its discretion may, upon notice to the tenant(s) with copy to the owner; require tenant(s) to pay rent to the Association until the amount of delinquent sums owed has been paid in full. Any excess payment will be retained as a credit balance. Tenant(s) payment of rent to the Association shall not be deemed a breach of the lease agreement.

52. **Written lease; duty to provide copy of lease.** All leases must be in writing. Upon request of the Association to either owner or tenant, the owner or tenant must within three days of the date of the request, provide the association with a copy of the lease agreement."