

AFTER RECORDING RETURN TO:
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HIGHLANDS AT MAYFIELD RANCH
FIRST SUPPLEMENT TO COMMUNITY MANUAL

HIGHLANDS AT MAYFIELD RANCH, LTD., a Texas limited partnership, as the Declarant under the Highlands at Mayfield Ranch Master Covenant, recorded under Document No. 2013077987, Official Public Records of Williamson County, Texas (the "Covenant"), certifies that the following Highlands at Mayfield Ranch First Supplement to the Community Manual, of the Highlands at Mayfield Ranch Master Community, Inc. (the "Association") contains rules and guidelines that have been properly adopted and approved in accordance with the governing documents of the Association. This First Supplement to the Community Manual becomes effective when Recorded.

IN WITNESS WHEREOF, the undersigned has executed this certificate on the 10th day of December 2019.

DECLARANT:

HIGHLANDS AT MAYFIELD RANCH, LTD., a Texas limited partnership

By: [Signature]
Name: Blake Magee
Title: president

THE STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this 11th day of December 2019, by Blake J. Magee, President of Highlands at Mayfield Ranch, Ltd., a Texas limited partnership, on behalf of said partnership.

(seal)

[Signature]
Notary Public, State of Texas

Cross-reference Highlands at Mayfield Ranch Master Covenant, recorded under Document No. 2013077987, Official Public Records of Williamson County, Texas, and Highlands at Mayfield Ranch Community Manual, recorded under Document No. 2013078161, Official Public Records of Williamson County, Texas, as the same may be amended and supplemented from time to time.

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HIGHLANDS AT MAYFIELD RANCH MASTER COMMUNITY, INC. RULES AND REGULATIONS

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Highlands at Mayfield Ranch Master Covenant, recorded in the Official Public Records of Williamson County, Texas (the "Covenant").

INITIAL RULES & REGULATIONS

These Initial Rules & Regulations are established by **HIGHLANDS AT MAYFIELD RANCH, LTD**, a Texas limited partnership, for the benefit of Highlands at Mayfield Ranch Master Community, Inc., a Texas non-profit corporation (the "**Association**"). These Community Rules are the "Rules" defined in *Article 1* of the Highlands at Mayfield Ranch Master Covenant, recorded in the Official Public Records of Williamson County, Texas (the "**Covenant**").

These Rules are in addition to the provisions of the Covenant and Bylaws. By owning or occupying a Residential Lot, each Owner and Occupant agrees to abide by these Rules and to comply with the obligations of Owners and Occupants under the Covenant and Bylaws of the Association.

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

A. COMPLIANCE

A-1. Compliance. Each Owner will comply with the provisions of these Rules, the other 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 Documents by the Occupants of his Residential Lot, and his or their respective relatives, invitees, tenants, agents, employees, or contractors. If a Rule requires or prohibits conduct by an "Owner" or "Occupant," each of those terms are deemed to include the other, and applies to all persons for whom an Owner or Occupant is responsible. Again, the Owner is ultimately responsible for compliance by all persons using or related to his Residential Lot. An Owner should contact the Association if he has a question about these Rules. The Association has the right to enforce these Rules against any person on the Property.

- A-2. Additional Rules – Posted Signs. Each Occupant must comply with any rules and signs posted from time to time on the Property by the Association. Posted rules are incorporated in these Rules by reference. Each Occupant 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. Temporary rules are incorporated in these Rules by reference.
- A-3. Waiver. Circumstances may warrant waiver or variance of these Rules. To obtain a waiver, an Owner must make written application to the Board. The Board's approval of a variance must be in writing, and may be conditioned.
- A-4. Limits. It is understood that individuals may have different interpretations of and tolerances 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 and that it is fiscally prudent to take action. The Association may not be compelled by one Occupant to enforce these Rules against another Occupant. Occupants are expected to deal directly and peaceably with each other about their differences.
- A-5. Filing Complaints. Because the Association is not staffed to monitor the Property for Rules violations, the Association relies on Occupants to identify and report violations of these Rules and the Documents, and to monitor compliance with these Rules by violators. The Association also relies on Occupants to help keep each other informed about the Rules. Recognizing that an Occupant may be reluctant to confront another Occupant about a violation, the Association will work with Occupants to enforce the Rules. Generally, a complaint must be in writing and must be signed by an Occupant or Owner who is willing to be identified as the complainant. The Association may refuse to enforce a violation (a) that cannot be easily and independently verified, (b) for which it did not receive a signed written complaint, (c) for which the complainant will not cooperate with monitoring the violation and compliance, (d) which the Board does not consider to be significant or community-wide, or (e) if the Board determines it is not fiscally prudent or otherwise in the best interests of the Association to enforce.

B. OBLIGATIONS OF OWNERS AND OCCUPANTS

- B-1. Damage. An Owner is responsible for any loss or damage he causes to his Residential Lot, other Residential Lots, the personal property of other Occupants or their guests, or to the Common Areas.
- B-2. Association Does Not Insure. A person assumes full risk and sole responsibility for placing his personal property in or on the Property. Each Occupant is solely responsible for insuring his personal property in the Residential Lot and on the Property, including

furnishings and vehicles. THE ASSOCIATION STRONGLY RECOMMENDS THAT ALL OWNERS AND OCCUPANTS PURCHASE AND MAINTAIN INSURANCE ON THEIR PERSONAL BELONGINGS.

- B-3. Risk Management. An Owner may not permit anything to be done or kept in his Residential Lot or the Common Areas that is illegal or that may result in the cancellation of insurance on the Property.
- B-4. Reimbursement for Enforcement. An Owner must promptly reimburse the Association for any expense incurred by the Association to enforce the Documents against the Owner, his Residential Lot, or persons for whom the Owner is responsible.
- B-5. Reimbursement for Damage. An Owner must promptly reimburse the Association for the cost of damage to the Common Area caused by the negligent or willful conduct of the Owner or persons for whom the Owner is responsible.
- B-6. No Garage Sales. Without the Board's prior written permission, no person may conduct at the Property a sale or activity that is advertised or attractive to the public, such as garage sales, car sales, or estate sales. This Section does not apply to marketing the sale or rental of a Residential Lot, unless combined with a prohibited activity.

C. OCCUPANCY STANDARDS

- C-1. 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. A Residential Lot may not be leased for hotel or transient purposes. Less than the entire Residential Lot may not be leased. See applicable provisions of the Documents for additional leasing requirements.
- C-2. Danger. As permitted by the federal Fair Housing Act Rules, no Residential Lot 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.

D. SAFETY

- D-1. Safety. Each Occupant 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 Occupant has a duty of care, control, or custody.
- D-2. Security. The Association may, but is not be obligated to, maintain or support certain activities within the Property designed to make the Property less attractive to intruders than it otherwise might be. The Association, its directors, committees, Members, agents, and employees will not in any way be considered an insurer or guarantor of security

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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, Occupant, guest, and invitee on the Property assumes all risk for loss or damage to his person, to his Residential Lot, to the contents of his Residential Lot, 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.

- D-3. Responsibility. Each Owner and Occupant is solely responsible for his or her own safety and for the safety, well-being, and supervision of his or her guests and/or invitees and any person on the Property to whom the Owner or Occupant has a duty of care, control, or custody.

E. GENERAL USE AND MAINTENANCE OF RESIDENTIAL LOT

- E-1. Residential Use. Each Residential Lot must be used solely for residential use, and may not be used for commercial or business purposes, except as permitted in the Covenant. This restriction does not prohibit an Occupant from using his Residential Lot for personal, business, or professional pursuits, provided that: (a) the non-residential use is incidental to the Residential Lot's residential use; (b) the use conforms to applicable laws and ordinances; (c) there is no external evidence of the non-residential use; (d) the non-residential use does not entail visits to the Residential Lot by the public, employees, suppliers, or clients; and (e) the non-residential use does not interfere with the use and enjoyment of neighboring Residential Lots.
- E-2. Annoyance. An Occupant may not use his Residential Lot in a way that: (a) annoys Occupants of neighboring Residential Lots; (b) reduces the desirability of the Property as a residential community; (c) endangers the health or safety of other Occupants; or (d) violates any law or any provision of the Documents.
- E-3. Maintenance. An Owner, at his expense, will maintain his Residential Lot and keep it in good repair.

F. GENERAL USE & MAINTENANCE OF COMMON AREAS

- F-1. Intended Use. Every area and facility in the Property may be used only for its intended and obvious use.

- F-2. Personal Property. The sidewalks, entrances, passages, driveways, parking areas and similar portions of the Common Areas shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Property and the Residential Lots. No carts, bicycles, carriages, chairs, tables or other similar objects or personal property shall be stored in, on or upon the Common Areas, except in areas, if any, designated for such purposes. All personal property must be stored within an Owner's Residential Lot.
- F-3. Grounds. Unless the Board designates otherwise, Occupants may not use or abuse the landscaped areas, lawns, beds, and plant materials on the Common Areas.
- F-4. 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 the General Common Areas are deemed abandoned and may be disposed of by the Board.

G. COMMUNITY ETIQUETTE

- G-1. Courtesy. Each Occupant will endeavor to use his Residential Lot and the Common Areas in a manner calculated to respect the rights and privileges of other Occupants.
- G-2. Annoyance. An Occupant will avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other Occupants or their guests, or the Association's employees and agents.
- G-3. Noise and Odors. Each Occupant 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 Occupants of other Residential Lots or any person while on the Common Areas.
- G-4. Parties. In planning private social functions at the Property, an Occupant should be aware of the potential consequences on the Property's parking resources and on the sensibilities of other Occupants. An Occupant intending to use his Residential Lot for a party or other activity that may be expected to produce a higher-than-customary level or duration of noise or other disturbance will make a diligent effort to give Occupants of nearby Residential Lots timely prior notice of the event, as a courtesy. If the event is expected to attract twenty (20) or more guests to the Property, the Occupant will also give the Board timely prior written notice of the event.

H. MISCELLANEOUS

- H-1. Right to Hearing. An Owner may request in writing a hearing by the Board regarding an alleged breach of these Rules by the Owner or any person for whom the Owner is

responsible. The Board will schedule a hearing within thirty (30) days after receiving the Owner's written request. At the hearing, the Board will consider the facts and circumstances surrounding the alleged violation. The Owner may attend the hearing in person, or may be represented by another person or written communication.

- H-2. Mailing Address. An Owner who receives mail at any address other than the address of his Residential Lot 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 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 Residential Lot is deemed effective for purposes of delivery.
- H-3. Revision. These Rules are subject to being revised, replaced, or supplemented, and Owners and Occupants are urged to contact the Association to verify the rules currently in effect on any matter of interest. These Rules will remain effective until 10 days after an Owner of each Residential Lot has been given a notice of the amendment or revocation of these Rules.

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

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

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Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas