

**RULES AND REGULATIONS
FOR
CHATEAU DIJON TOWNHOMES**

Revised March 24, 2021

**SECTION I
GENERAL INFORMATION**

Sec. 1.1. ASSOCIATION. Chateau Dijon Townhomes Owners Association, Inc., is a Texas nonprofit corporation. The Board of Directors is charged with the duty to manage the affairs of the Association for the benefit of the property and the unit owners and the duty to comply with and enforce the provisions of our Declaration, Bylaws, and Rules and Regulations. The members of the Association are the owners of the 204 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, Inc.
7711 Broadway Street, Unit B22
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. 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 a Common Elements subject to the control of the condominium regime.

Sec. 1.4. COMMON ELEMENTS. The common elements are all of the property, except the units, including common elements allocated exclusively to the use of the owner of a particular unit such as the unit's balconies, patios, awnings, and assigned parking and storage spaces. These allocated common elements, "limited common elements," are part of the common elements and 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 or by mail. If delivery is made by mail, it will be deemed to have been delivered 72 hours after the notice has been deposited in the United States mail, postage prepaid, addressed 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 of which 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 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, personal liability, 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, Inc. is not an insurer of any unit owner's property and does not provide insurance coverage for any unit owner's property.

SECTION 2

REQUIRED UNIT OWNER INFORMATION

Sec. 2.1. OWNER INFORMATION. Each unit owner must provide the information required by Section 82.114(e) and (f) of the Texas Uniform Condominium Act to the Association, as follows:

(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; and
- (4) the name, address, and telephone number of any person managing the unit as agent of the unit owner.
- (5) 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, provided to the Association

SECTION 3

USE AND APPEARANCE OF THE COMMON ELEMENTS

Sec. 3.1. BALCONIES AND PATIOS. Unit owners must comply with our 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 from the ceiling only. 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. Ceiling fans may be installed with prior written approval of the board. 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, fence 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. The color of plant containers on balconies and patios must be terra cotta, concrete, dark green, charcoal, black, or the paint color of the balcony or patio walls. They 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 partly 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 Facets. Installation of water faucets in balconies and patios is prohibited after the effective date of these Rules and Regulations.

(i) Barbeque Grills. Only electric barbeque grills that do not have an open flame are permitted in 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 property for any purpose. Electric barbeque grills are permitted only in 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 his or her unit's balcony or patio 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 written notice given to the unit owner of its necessity. The Association may levy a special assessment against the unit for the cost of restoring its balcony or patio to a clean and slightly condition.

(l) Shades. No shade 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 our 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 B may not place doormats or other objects at their unit entrance doors or in the hallways. Owners in Buildings A and C may place appropriate doormats at their outside entrance doors but may place no other object at their entrance doors or in the walkways or stairways.

(b) Walls. Nothing may be affixed to or placed on walls in Building B hallways or Buildings A and C 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 B hallways or Buildings A and C 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 residential 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, (3) contains language, graphics, or any display that is patently offensive to a passerby. Additionally, an owner or resident may 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 area, except on the inside of a trash closet door.

Sec. 3.3. PETS. Dogs, cats, and other household pets may be kept inside units; provided that owners may not have more than two dogs and no dog may be more than 27 inches in height. When taken outside anywhere in the common area, dogs and cats must be on a leash or crated and under the direct control of their owners. Dogs should be taken to the dog run area for purposes of urination and defecation, and owners must clean up after their pets before leaving the area. Pet Stations are available at the Pet 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.

(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, as well as governmental enforcement and penalties, 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 of its necessity, the condition will be corrected by the Association at the owner's expense. Any vehicle leaking oil or other fluids, seven days after notice is given to the owner or posted on the vehicle, may be towed from the common area.

(d) Chateau Dijon Decal. Unit owners' motor vehicles must have a visible Chateau Dijon decal placed inside the lower corner of the front passenger-side windshield.

(e) Vehicle Repairs. Major repairs of motor vehicles must be performed off-site. No vehicles on blocks or jacks.

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

(a) Assigned Parking Spaces. Unit owners may 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 in Exhibit "B" of our Declaration

(b) Storage Cabinets. Unit owners in Buildings A and C 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 48 hours unless the unit owner obtains approval of the management office for a guest to park for a longer period of time. Any vehicle parked in the uncovered guest parking area that occupies more than one parking space is subject to towing, without notice.

(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, without notice. Temporary storage of trailers, campers, RV's, boats and similar items are not permitted in any guest or owner parking space without prior approval from the Association. 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 so long as they are not visible from the exterior. Bicycles may also be stored in designated covered parking spaces so long as it does not obstruct other parking spaces or pedestrian access to common areas. Bicycles racks and/or cages are also provided in the covered parking areas. The Association is not responsible for bicycles kept on the 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 are responsible for the safety of their guests and family members.

(c) Only residents and their guests may use the pool areas. Guests must be accompanied a resident and children under 12 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. "Speedo" type and string bikini bathing suits are not allowed.

(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 area amenities, including the swimming pools, tennis courts, and dog run, as well as the immediate adjoining areas. The Board requests owners smoking elsewhere in the common area be courteous to their neighbors.

(k) For safety, paddleboards, surfboards, and other similar objects are not permitted. 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) Skate boards, 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 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 daily, except Saturdays, Sundays and holidays.
- (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 40 pounds each.
- (d) All trash closets are common elements.
- (e) For large items or amounts of trash, please contact the office so arrangements can be made to pick up the item and dispose of 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, election 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 15th 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 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 owner 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. Prior to major holidays, decorations are permitted in windows and on balconies and railings up to 30 days before the holiday and must be removed within 7 days after the end of the holiday. No decorations are permitted on the ground at the front door, which is part of the common area corridor and can be a trip hazard.

Sec. 3.16. COMMON AREA STORAGE. No personal items may be stored anywhere in the common areas 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 30 days. The color of window treatments exposed to the outside must be in the white color spectrum.

Sec. 4.3. LEASING OF UNITS. Unit leases are subject to conditions, restrictions, and limitations, as follows:

- (a) Term. Leases must be for a term of at least 12 months.
- (b) Entire Unit. Unit owners may not lease any portion of a unit constituting less than the entire unit.
- (c) Lease Agreement. The unit owner must:
 - (1) include a clause in the lease agreement that the lease is subject to the Association's Declaration, Bylaws, and Rules and Regulations;
 - (2) furnish a copy of the Rules and Regulations to his or her lessee(s) at the time of the execution of the lease and inform the lessee(s) that all lessees are subject to all of the rules and regulations of Chateau Dijon Townhomes; and
 - (3) furnish the name and telephone number of his or her lessee(s) and a copy of the lease agreement that includes the lease term to the Association not later than 30 days after the date of the execution of the lease
- (d) Unit Owner Liability. The unit owner is solely liable to the Association for any fines for violation of our Declaration, Bylaws, or Rules and Regulations or any charges for damage to the common elements incurred by his or her lessee(s). An owner may take any recourse that he or she wishes against his or her lessee(s) for any such fines or charges for which the owner is liable.
- (e) Leasing Agent. The unit owner must provide the name, address, and telephone number of each leasing agent employed by the owner, within five (5) days of date of contracting with such leasing agent. Notice to a leasing agent shall be deemed notice to the respective unit owner.

Sec. 4.4. UNIT MAINTENANCE AND REPAIR VENDORS. Unit owners and their maintenance and repair vendors must comply with the following rules:

- (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 office at least one business day in advance. Movers are permitted Monday through Sunday 8 am to 6 pm, 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, the work to be performed, and the date and time the work is to be performed.
- (d) Work on Roofs. For work that must be performed on the roofs such as work on air conditioning compressors or skylights, a member of the maintenance staff must be present to monitor the work to ensure compliance with safety standards and roof warranties. Unit owners will be charged by the hour for work performed on roofs requiring the presence of a member of the maintenance staff outside of the regular business hours of the management office.
- (e) 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 the roofs or on their units.

Sec. 4.5. 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 Wednesday of each month from 10:00 a.m. to 2:00 p.m. Unit owners must notify the management office at least 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. 4.6. 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 is required to perform such maintenance and repair with prior notice to the unit owner, as follows:

(a) Unit Repair by Association. The Association must 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 given to the unit owner of its necessity. The Association must 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 first attempting to give 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 of the unit that, if not performed, may result in increased damage by water to the common elements. The Association must 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. 4.7. EMERGENCY UNIT ENTRY BY ASSOCIATION/ UNIT KEY. The Association may enter a unit for bonafide 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 use of a locksmith. Unit keys will be kept in a locked enclosure and used only in the event of an emergency.

Sec. 4.8. 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. At least 60 days prior to commencing work on a proposed alteration of a unit, including removal or creation of apertures in an intervening partition of an owner's adjoining units, the unit owner must submit to the board a completed Application For Alteration Of Unit form, which is available in the management office. Within 45 days after receipt of a completed application, the board must inform the unit owner in writing whether the proposed alteration is approved or disapproved. The board must 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. In no case may certain improvements or alterations to units 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 area 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.

(6) 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.

(7) Washer and dryer installations may be done with approval by the Board. However, owner must fill out application form and provide necessary details such as a diagram, use insured & bonded plumber, and have a permit provided to the Association in advance before the Board will consider any alterations being approved.

(c) 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.

(d) Maintenance and Repair. Owners who make any alteration of unit improvement that alters an item from how it was originally built by the developer is responsible for the maintenance and repair of that improvement moving forward. For further reference, look at "Rules and Regulations of Chateau Dijon Townhomes Owners Association, Inc., Concerning Balconies, Patios and Terraces" Resolution dated November 25, 2019, as recorded.

Sec. 4.9. 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 cost of any remedy of the violation that is reasonably necessary in the discretion of the board to protect the common elements or preserve the appearance and value of the property, and the unit owner has failed or refused to obtain such evaluation and perform such remedy within the time specified in written notice given to the unit owner of its necessity. The Association may levy a special assessment against the unit for the cost of any such evaluation and/or remedy.

Sec. 4.10. 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. 4.11. SMOKE DETECTORS. Per City of San Antonio ordinance, owners must have a minimum of one smoke detector in every bedroom.

Sec. 4.12. 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 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 our 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 our Declaration, Bylaws, or Rules and Regulations, the Association will mail a Violation Notice to the unit owner addressed to the 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, that:

(1) describes the violation(s) and states the amount of the proposed fine;

(2) provides that the unit owner may contact the manager before the 10th day after the date of the Violation Notice to request an informal conference with the manager for the purpose of contesting the fine, and if not so requested, such opportunity to contest the fine will have been deemed waived;

(3) provides for an appeal to the Board of Directors, if requested within ten days after the date of the unit owner's informal conference with the manager.

(b) Fine. The fine is \$50.00 or more 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.

(c) Liability of Unit Owner. The unit owner is responsible and liable to the Association for violations of our Declaration, Bylaws, or 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 for 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 \$25.00 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 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 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 15th 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 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 suffices 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 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 *"ii/or disabled"* and would become *"seriously ill or more seriously ill"* if service is disconnected, which circumstance must be established by the person's attending physician or public health official attending the person contacting the management office within 16 days of the date of the electric bill and providing the Association with a written statement to that effect within 26

days of the date of the electric bill, and the owner must enter into a deferred payment plan with the Association.

(g) 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: \$35.00
- (b) Gate Opener: \$50.00 (point of sale)
- (c) Mail Box Key Replacement: \$25.00 (point of sale)
- (d) Copies per page: \$.25 (point of sale)
- (e) Assessment Late Payment Fee: \$25.00
- (f) Property Damage Charge: Any levy for damage to common elements
- (g) Rule Violation Fine: \$50.00 for each violation, per month, not prorated, until violation is cured
- (h) Fireplace Violation Fine: \$500.00 for each violation if a fireplace is used and an inspection report is not provided to the Association in advance

Sec. 5.5. DEFINITION OF ASSESSMENT. "Assessment" means regular and 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 within their unit in writing or by phone call to the office.

Sec. 5.8. EXAMINATION OF FINANCIAL RECORDS. In compliance with our Declaration, the board or the manager keeps a set of books with a detailed account of the receipts and expenditures of the Association, specifying the maintenance and repair expenses of the common elements and any other expenses incurred by or in behalf of 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 and mortgagees during business hours. 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 biennially. 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 our Articles of Incorporation, Declaration, and Bylaws, and the Texas Condominium Act and the Texas Uniform Condominium Act as provided in Section 82.002(c). In case of an irreconcilable conflict, such documents and statutes control over the Rules and Regulations.

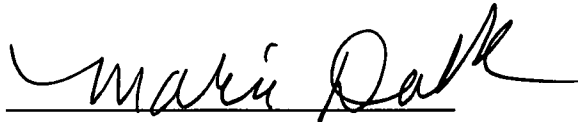
Dated and adopted on the 24th day of March, 2021, by the Board of Directors.

Chateau Dijon Townhomes Owners Association, Inc.



BY: Greg Bolden, President

ATTEST:

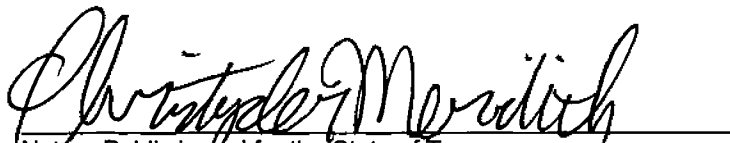


Marie Dahlstrom, Secretary

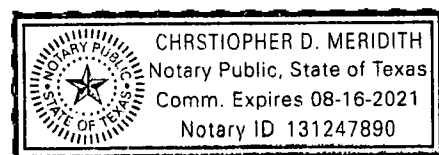
The State of Texas §
County of Bexar §

BEFORE ME, the undersigned authority, on this day personally appeared Greg Bolden, as president of the Board of Directors of Chateau Dijon Townhomes Owners Association, Inc., known to me as the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said Chateau Dijon Townhomes Owners Association, Inc., and that she executed the same as the act of said corporation for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of March.



Notary Public in and for the State of Texas
day of
My commission expires on 08/16/2021



File Information

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

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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: 4/12/2021 4:27 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk