

RANCHO LA CANTERA HOMEOWNERS ASSOCIATION  
RULES AND REGULATIONS

PREPARED BY: THE BOARD OF DIRECTORS

EFFECTIVE DATE: 01/19/2019

**INTRODUCTION**

The social success of the community depends, in large part, on the rules, regulations and restrictions that govern how residents are expected to conduct themselves. Typically, the declaration subjects all home owners to general covenants, while the bylaws and house rules and regulations provide specific guides for day to day living. Without these restrictions and a means to enforce them, the community living experience could become chaotic indeed. Your Board of Directors has adopted the following "ASSOCIATION RULES AND REGULATIONS" here in after referred to as "rules and regulations" to enhance the enjoyment and tranquility for all persons living in the subdivision.

These Rules and Regulations do not supersede or change the Bylaws or CCRs in any manner. They do have the same status of law and enforceability.

Wherever the word "owner" appears, if used in this document, it will include any and all tenants and/or occupants. All rules and regulations herein will apply to all tenants and/or occupants.

Owners shall be responsible for tenant/occupant actions or misconduct and adherence to the Rules and Regulations of the Association. Each owner shall be responsible for providing tenants with a current copy of the Association Rules and Regulations.

MAKE INQUIRIES OR REPORT VIOLATIONS TO:

***Rancho La Canterra HOA***

***PO BOX 344***

***Olmito, TX 78575***

***Email: [Rancholacanterahoa@hotmail.com](mailto:Rancholacanterahoa@hotmail.com)***

NOTE:

Do not take your complaints directly to the Board Members. No Board Member may make a unilateral decision regarding any matter which has not been decided by a quorum of the Board Members.

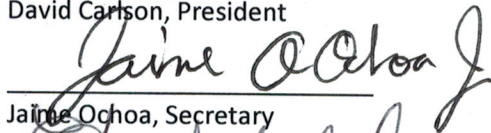
All of the rules and regulations herein may be changed or added to at any time by the Board of Directors with due notice and in compliance with the "Texas CHAPTER 551. OPEN MEETINGS Section Sec. 551.001-Sec. 551.146".

RECEIPT OF THIS DOCUMENT SHALL CONSTITUTE FORMAL NOTICE.

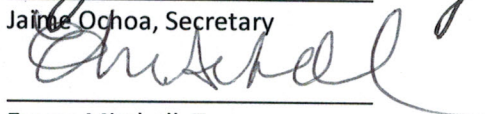
**DIRECTORS:**



David Carlson, President



Jaime Ochoa, Secretary



Emma Mitchell, Treasurer

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## ENFORCEMENT OF RULES AND REGULATIONS

In order to enforce the CCRs, Bylaws, Articles of Incorporation and Rules and Regulations, the Board of Directors may levy, assess, and collect reasonable fines and costs as established by the Board of Directors. The fines will be assessed against the Homeowner for violations by the Homeowner, members of his or her family, invitees, licensee, tenants or lessees of such Owners. (Whenever the word "Owner" is used in this document, the word "tenant" shall also apply.)

### SCHEDULE OF NOTICES

A. **First Offense:** Warning Letter to Owner

B. **Second Offense:** Hearing Letter to Owner, Possible Fine

C. **Third Offense:** Hearing Called By Board of Directors plus Fine

D. **Reoccurring Offenses:** Enforcement in Accordance with the Determination of the Board at the Hearing.

1. The list above is not intended to be all-inclusive. Additions may be made as required. Fines etc. may vary and may increase depending upon the circumstances. Fines etc. may be at the discretion of the Board of Directors; the amounts shall be predicated upon the severity of the violation and may include legal action. A clerical fee may also be assessed in addition to the fine for processing the violation notice.

2. Homeowners are responsible for damage caused to the common area.

3. All legal fees or costs incurred by the Association to enforce violations or collect fines will be the responsibility of the home Owner.

4. It is each Owner's sole responsibility to inform their tenants of all Rules and Regulations. The Owner is also responsible for any and all damage caused by their tenants.

5. Anyone wishing to report an alleged violation of the Rules and Regulations or CCR's may do so by contacting the association. Violations should be reported in writing. The identity of the person reporting the violation will not be disclosed to the Owner involved.

6. Failure to pay the fines in the time as set forth herein may result in the filing of appropriate legal action.



## ASSOCIATION RULES AND REGULATIONS

### GENERAL COMMUNITY

#### I. DEFINITIONS

All area definitions are as per association CCRs (Restated and Superseding Declaration of Covenants, Conditions, and Restrictions for La Cantera Estates Recorded April 22, 2015 under Document No. 2015-13745).

#### II. COMMON AREA

1. Any common sidewalks, driveways, or passageways shall not be obstructed or used by any owner for any purpose other than entrance to and exit from the homes.
2. Any damage to buildings or any other common area property caused by an owner, his family or guests,
3. Any damage to the general common areas or common personal property caused by a home owner or a child or children of a home owner or their guests or the guests of a home owner shall be repaired at the expense of the home owner.
4. Loitering is strictly prohibited at all times.

#### III. PROTECTION OF COMMON AREA

1. Children under fifteen (15) years of age must not be left unattended in any common area.
2. Homeowners are responsible for any common area damage caused by them, or a member of their household, their tenants, their guests, or pets.
3. Climbing on common area walls, fences, and entrance and exiting gates is strictly prohibited.
4. Driveways shall be properly maintained, and free of oil and grease
5. Patio areas must be maintained to preserve and protect the attractive appearance of the Subdivision.
6. All homeowners must promptly repair and maintain their home to the extent it affects any other home. All external installations such as doors, windows, water, power, sewage, and gas are to be maintained at owner expense and with the approval of the homeowner's association Board of Directors.
7. It is prohibited to discard any item onto the common area. This regulation shall include all discards out the front gate, and or over the back and side fences that enclose the subdivision.
8. No owner may modify or add to the exterior of their home without prior approval of the architectural committee and Board of Directors and shall be in compliance with CCRs and county codes.

9. No owner is permitted to paint, repair, maintain, alter, or modify the front entrance walls unless approved by the Architectural control committee and the board of directors.

10. All Lots shall be used for single-family residential purposes only, which shall be deemed to prohibit specifically, but without limitation,

(i) the use of any Lot for a duplex apartment, garage apartment, or other apartment use.

(ii) the use of any Lot for short-term residential rentals by the Owner, any other occupant, or through any third party service (i.e. Airbnb or VBRO). Notwithstanding anything contained herein to the contrary, Owners or tenants of dwellings that actually occupy such dwelling may use such dwelling for limited business purposes consistent with rules and regulations promulgated by Declarant or the Board. In no event shall such limited business use unreasonably interfere with the quiet enjoyment of the other Owners of the residences constructed on their Lots or involve the sale of goods or merchandise to the public, where members of the public visit the residence on a daily or frequent basis."

11. Garage sales are to one (2) per year unless otherwise authorized by Board of Directors.

12. No utility vehicles, ATV's (all- Terrain vehicle), UTV's, go carts, golf carts, tractors (excluding for use of lawn care), heavy machinery, etc. are to be used within the common area and or on the streets at any time.

13. No driving or parking on or thru the center medians within the subdivision.

14. Permanent basketball hoops and courts may be located and used only in owners' back yards, subject to ACC approval, and should not be visible from the street or create an unsightly nuisance for neighbors. Portable basketball hoops may be used in front yards only on owners' driveways, subject to restrictions described below. The presence of a sloping driveway does not waive or limit this restriction. To prevent unsightly conditions, portable basketball hoops should be stored out of sight from the street when not currently in use. Hoops must not be used on or block common areas, sidewalks, or streets.  
- Hoops, players, or balls must not be permitted to damage surrounding landscape, structures, vehicles, or signage in common areas or other owners' property.

- For safety reasons, hoops may not be positioned to encourage playing on a sidewalk, on neighbor's property, or in a street.

- Non-portable hoops, like any other exterior change, are subject to advance written approval of the Architectural Control Committee. Hoops erected without prior approval will not be approved by the ACC; homeowners could be required to remove unapproved hoops, and may be subject to fines.

15. All Soccer goals, Volleyball nets, inflatable bouncers & Watersides, Children's play equipment must be stored in the rear half of lot and out of sight from street when not in use.

16. All grilling equipment, grills, propane tanks, etc. must be stored in the rear half of lot and out of sight from street when not in use.

#### **IV. MAINTENANCE OF PROPERTY**

Homeowners are responsible for their respective lots and Buildings improvements as per Section 3.01 of the CCRs. The association is held entirely harmless for all past and future Lot and Improvement maintenance responsibilities.



## **V. FENCES**

No fences, awnings, ornamental screens, screen doors, sunshades or walls of any nature shall be erected or maintained on or around any portion of any structure or elsewhere within the development except such as are installed in accordance with the original construction of the development, and any replacement thereof, or as are authorized and approved by the Associations Architectural Control Committee based on the guidelines from *section 4.18 of the CCR's*.

## **VI. TERMITES**

Homeowners are responsible for the total treatment and repair of termites and termite damage.

## **VII. REFUSE REMOVAL AND TRASH**

Proper disposal of trash is essential to the health of our occupants. Trash and litter in the common area will have a negative effect on property values. Trash shall be deposited inside your trash containers. Boxes should be cut and flattened when disposed of. Furniture and other large household items must not be disposed of by placing at curb side. The trash company will not empty the bins when large pieces of furniture have been placed in them. Residents must make other arrangements for disposing of these items. Trash containers shall be removed from curb and placed out of sight on the same day the refuse company removes the trash.

1. Trash is picked up regularly, except holidays, and then it is picked up the following day. Trash, to be removed must be placed inside the trash containers and placed at the curb.
2. Homeowners are encouraged to pick up papers and debris from their lot when observed and to keep the front of their respective homes clean at all times.
3. If you will be away for an extended period, cancel all newspapers and deliveries or request the service of a friend or neighbor to pick them up for you to discourage vandalism or attract undesirables. Newspapers and other such items accumulating in the driveway send a clear signal to vandals that your home, for the moment, is unattended.
4. During period of construction owners must ensure that their contractors use a commercial dumpster to hold all trash and debris, and ensure it is emptied regularly. No trailers, boxes, and or other structures may be used to hold trash and debris.

## **VIII. TRASH**

1. Household Trash is picked up every Tuesday by Republic Services.
2. Trash containers may not be placed on the street earlier than 5:00 p.m. on the evening preceding pick-up.
3. Empty containers must be removed from public view by midnight of the day of pick-up.
4. Storage of trash containers in the common area (outside of your home) is prohibited.
5. Residents are requested to pick up any blowing or leftover trash not removed by trash pickup.
6. Do not place trash containers on landscaping. Set on driveway at curb or in gutter provided trash does not extend into the street.
7. For oversize household items please call the city to make arrangements to drop off.

**XI. PATIOS & PATIO COVERS**

No enclosed patios are authorized unless permitted with the Boards approval.

**X. RENTALS**

Any homeowner choosing to rent his home must notify the Board of Directors or management company within 10 days of the name(s) of the tenants, a description of their vehicle(s), and their phone number. Owners shall provide new occupants with a copy of association Rules & Regulations.

**XI. PETS**

The county and city ordinances pertaining to dogs apply to this project. They provide, in part, that dogs must be kept on a leash or confined within the owner's property. If any pets become a general nuisance, restrictive action will be taken. All animals shall be the exclusive responsibility of the owner of the home. The owner is responsible for cleanup of animal's waste products immediately. Dog owners are required to curb their pets. In case of an accident, dog excrements must be removed with scoops from sidewalks, driveways and green areas. Damage to shrubbery, etc., by animals will be at the expense of the owner. Control should be exercised over the noise made by pets.

No animals of any kind shall be raised, bred or kept in any home, or in the common areas or the association property, except that dogs, cats or other household pets may be kept in homes provided that no animal shall be kept for breeding or maintained for any commercial purpose and provided the number of dogs or cats shall not exceed four (4) household pets at any given time. Current Homeowners or occupants presently in possession of a dog are herewith placed on notice that they shall be held responsible and liable for the conduct of their animal(s).

**XII. NOISE**

Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing or objectionable noises and in using, playing or permitting to be used or played musical instruments, radios, phonographs, televisions, amplifiers and any other instruments or devices in such manners as may unreasonably disturb owners, tenants or occupants of other homes.

Homeowners are urged to exercise restraint in using noise - making tools and appliances during late night hours after 11pm or before 8AM on weekdays and 9:00 A.M. on weekends.

Barking dogs shall be controlled by the animal's owner.

All noise must be kept to a minimum throughout the subdivision pursuant to CCRs.

**XIII. DISPOSAL OF TOXIC WASTE**

No owner or occupant shall dispose of any toxic material on the complex in a manner, which is inconsistent with local and federal law. The Board of Directors shall be empowered to levy a severe fine against the owner of the home whose occupants have been observed illegally disposing of any toxic material. Toxic materials include, but are not limited to, oil, antifreeze, solvents, gasoline, paint etc.



#### **XIV. WINDOW COVERING**

All windows, sliding doors etc. shall be properly covered with appropriate window dressing. Sheets, blankets, boards, foil or paper coverings or other such items shall be specifically prohibited. Window dressing shall be of a reasonable quality and shall compliment the property. Curtains, drapes blinds etc., are recommended

#### **XV. PARKING AREA RULES**

##### **A. MOTOR VEHICLES AND PARKING**

This section includes what vehicles are permitted, what may be done with them, speed regulations and parking regulations.

1. Homeowners and Guests are to park their cars in their garages & driveways only (No Exceptions).
2. All thoroughfares are considered fire and emergency access roads. Parking on common areas other than in parking stalls is prohibited.
3. Double-parking is prohibited at all times.
4. The speed limit is whatever is safe, but not to exceed ten (10) mile per hour. 8. There shall be NO VEHICLE REPAIRS allowed in any common area.
5. Commercial vehicles may be temporarily parked in or off the streets while making deliveries.
6. Storage of any motor vehicle, mobile home, R.V., camper, commercial vehicle, boat, trucks larger than 3/4 ton, or trailer on any lot or in common area parking is strictly prohibited. Refer to Section 4.09 & 4.19 of article IV of the CCRs.
7. Residents are responsible for removal any oil or grease marks on driveways or sidewalks. Cost for any oil or grease marks, or damage to any common area having to be removed or repaired by the Association will be assessed to the responsible owner (see also Common Area Rules).
8. All unauthorized and/or illegally parked vehicles are subject to automatic (no warning given) towing or immobilization by a private parking/security patrol company when contacted by the Board at the owner's expense.

THE AFOREMENTIONED AUTOMOBILE AND PARKING REGULATIONS WILL BE STRICTLY ENFORCED.

##### **B. PARKING REGULATIONS:**

1. All homeowners/residents shall be responsible for their guests with regard to and other rules of the association.
2. No towing trailers, camper, recreational vehicle, boat or inoperative or unregistered automobile shall be parked in the common area or front half of the owner's property. No Tractor Trailers should park

within subdivision at any time unless they are there for delivery or pick up and shall not exceed 30 minutes. No toys, bikes, skateboards or other items or personal property is to be left or stored in the common area.

3. Bad mufflers lead to noisy autos and will not be allowed.
4. Loud music from automobile radios and tape decks are not permitted at any time within the subdivision. Volume should be turned down when entering the driveway.
5. Oil must not be permitted to remain or accumulate in driveways, parking areas or aprons. In case of a leak, asphalt and/or concrete must be cleaned immediately.
6. Mechanical work on cars in association common area is not permitted at any time except for emergency repair (flat tire, charge battery, add fluid).
7. The Homeowners Association (nor the Board of Directors) shall not be responsible for the maintenance, insurance, liability, theft, vandalism or any damage which may come to any vehicle. THE VEHICLE(S) OWNER SHALL BE TOTALLY RESPONSIBLE FOR ANY VEHICLE PARKED UPON THE HOMEOWNERS ASSOCIATION PROPERTY AND SHALL INCLUDE PERSONAL AND/OR PRIVATE PROPERTY.
8. Any Parking on the lawn or landscape is absolutely prohibited at all times. This includes common area medians and resident lawns.
9. Vehicles are specifically prohibited from parking in front of any fire hydrants at all times.

#### **XVI. ARCHITECTURAL RULES**

All alterations, modifications or additions to the exterior of your home must have the approval of the Board of Directors.

Permission to make any exterior modifications must be requested in writing with completed application; drawings, sketches and specifications must be attached in triplicate, and submitted to the Board of Directors in writing for approval.

#### **XVII. EXTERIOR MODIFICATIONS**

Common area modification or additions are prohibited, except as authorized by the Board of Directors. This includes the home exterior, patios, balconies, landscape planter areas, walls, etc. Written architectural approval must be secured when exterior changes are desired. A sketch of changes must be submitted for Board review. **Refer to Section 2.01-2.05 of article II of the CCRs.**

#### **XVIII. EXTERIOR ATTACHMENTS**

The following exterior attachments are not permitted without Board of Directors approval:

- a) Shutters

- b) Air conditioning units in walls, windows, or on roofs (visible from exterior)
- c) Cyclone attic vents
- d) Awnings & Additional Garages \*
- e) Exterior sun shades
- f) Out Buildings and accessory Structures\*

\* Refer to Section 4.09 of article IV of the CCRs.

**XIX. PAINTING**

The repainting or refinishing of the exterior surface of any structure or building owned by the homeowner's association building is not authorized. Any exterior surface in need of paint or stucco repair should be reported to the Board of Directors and the management company.

**XX. NOTICES**

Posting of notices, advertisements, etc. are prohibited.

**XXI. MEETINGS**

The annual meetings of the association are held on the third Saturday of January at a designated location that is set by the board of directors. Homeowners are welcome to the annual board meetings. An open forum is provided at the opening of each Board meeting. Following the open forum, the Board of Directors conducts the business of the association. Homeowners are welcome and encouraged to stay for the entire meeting. However, so that the Board can conduct the business of the association without interruption or distraction, homeowners may observe but may not have a voice or contribute to the meeting unless specifically called upon by the Board member conducting the meeting. *Refer to Section 2.01-2.05 of article II of the CCRs.*

**XXII. CRIMINAL OR SUSPICIOUS ACTIVITY**

Homeowners are encouraged to be active participant in neighborhood watch. If you observe any suspicious or illegal activity, CALL THE POLICE IMMEDIATELY. (DO NOT CALL 911). Keep the police number at your telephone or in auto dial. You do not need to give your name. Give your report in calm, slow and precise language. DO NOT CONFRONT THE PERSONS INVOLVED.

The Rancho La Cantera Homeowners Association should be contacted as soon as possible so that a central and complete record can be compiled of this activity occurring in the subdivision.



### **XXIII. ENTRANCE & EXITING GATE POLICIES AND PROCEDURES**

*Any and all damage by lot owner, guest of lot owner, contractors and their employees of lot owner will be responsible for an and all cost associated with repairing gate doors, gate motors, street sensors, and or any other related components to gate system.*

*Rancho La Cantera Home Owners Association nor La Cantera is NOT responsible for any damage or injury occurred to any vehicle (any form of transportation), and or person while using the gate system.*

*Entrance Gate System should never be modified, repaired, or tampered with by anyone, at any time. All repairs are to only be modified by a certified repair company specializing in automated gate systems.*

Within La Cantera subdivision there are two methods of access in and out of the subdivision. The first access is via pin code using the mounted key pad at each entrance. The second method of accessing the property is the gate remote transmitters.

#### **Key Pad:**

- All Key pads are located at the entrances of each set of gates and can be operated using a pin code provided on behalf of the Homeowners association.
- One (1) Single numerical code is allocated to each lot within the subdivision. This code is not shared within anyone other than the Board of Directors.
- Homeowners Association is entitled to charge programming fees of pin codes for excessive pin code changes to a single lot after the third (3) code is provided at a rate of \$25 per request within a 12-month period.
- Pin Codes for entrance within the subdivision will never be deactivated.

#### **XXIV. Gate Remote Transmitters:**

1. Gate remote transmitters can be purchased from the Homeowner Treasurer for \$35 each. Pricing for gate remote transmitters are subject to change due to increases in cost of the remotes. If a lot owner decides to purchase a gate remote transmitter they are agreeing to ALL of the policies and procedures under **Section "XXIII. ENTRANCE & EXITING GATE POLICY AND PROCEDURES"** of this document.

2. Each gate remote transmitter has a programmed code and is registered to each respected lot when purchased.

3. By purchasing the gate remote(s), the lot owners are responsible if a remote is damaged, lost, or stolen and will notify La Cantera HOA if the gate remote is lost or stolen so it can be blocked to prevent access by unauthorized individuals.

4. Gate remotes will be part of the property of the lot and will pass with the sale of lot.



5. Any and all pass dues or assessments can result in deactivation of the gate remote transmitters registered within the homeowner's lot.
6. There will be a \$15 reactivation fee per remote. Gate remote(s) will only be activated once all pass dues are paid in full.
7. Gate remote transmitters will **NOT** be sold to home owners with pass due balances.
8. Proper notification will be sent out by the homeowner's association board prior to before any deactivation of remotes occurs.

## **XXV. LIEN AND FORECLOSURE PROCESS RESOLUTION**

### **1. Internal Notice of Default and Right to Cure**

When property owners are considered delinquent on annual assessments, the HOA will send out notice of default by certified and regular mail identifying the past due assessment amount together with any interest, penalties or fees accrued. The notice will recite a thirty (30) day deadline for payment, the failure to pay by which may result in the matter being turned over to the HOA's attorney for collection.

### **2. Notice of Lien Affidavit**

If thirty (30) days elapse without payment or without the property owner entering into a payment agreement with the HOA, an authorized officer of the HOA will execute an Affidavit of Delinquent Assessment and Notice of Lien.

### **3. Release of Lien**

If the homeowner cures the default in payment, an authorized officer of the HOA shall execute a Release of Lien.

### **4. Formal Demand Letter**

If thirty (30) days elapse with no payment, the HOA may elect to turn the matter over to the HOA's attorney for collection. The attorney will send out a formal demand letter by certified and regular mail describing the homeowner's default under the contract lien. The homeowner must be given at least twenty (20) days to cure the default before notice of sale can be given.

### **5. Application for Expedited Foreclosure**

If the homeowner does not cure within the time period designated by the formal demand letter, the attorney will file an application for expedited foreclosure with the court.

### **6. Notice of Sale**

Once the application is approved, notice of sale will be posted at the courthouse at least twenty one (21) days before the date of the sale.

7. **Foreclosure Sale** The foreclosure sale will take place the first Tuesday of a month at least twenty-one (21) days after the notice of sale.

## **XXVI. RENTALS**

If you are a homeowner who decides to rent your home or to otherwise delegate your "right of enjoyment", the following rules apply:

You are required to report the names of the person who are living in your home to the Secretary of the Board of Directors, via the managing agent within ten (10) days; your report should also include A and B as follows:

A. You are required to acknowledge in writing your tenant, lessee, or contract purchaser fully understands the CCRs, and has received a copy of the Rules and Regulations of the Homeowners Association.

B. You are required to further acknowledge you (as a member of record of the Homeowners Association) will be held responsible for the actions of your tenants, including any penalty assessments for violations of the Rules and Regulations of the Association, as well as any costs for repairing damage to the common area or, other property caused by your tenants.

C. Provide tenant/owner emergency information on required form available from the Management Company.

D. Provide tenant and vehicle information on form available from Association

FAILURE TO COMPLY WITH THE RULES IN THIS SECTION WILL SUBJECT THE HOMEOWNER TO A HEARING BY THE BOARD OF DIRECTORS AND PENALTY ASSESSMENTS FOR EACH MONTH OF NON-COMPLIANCE.