

LAKWOOD VILLAGE COUNCIL OF CO-OWNERS, INC.

CONDOMINIUM RULES AND REGULATIONS

Revised February 2022

Supersedes All Previous Rules & Regulations

POLICIES IN GENERAL:

Our Homeowner's Association has adopted the following Rules and Regulations 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 in they are not attached), and each owner is responsible for making sure his tenant(s) has/have a copy of the Rules and Regulations, have read them, and have agreed to follow the Rules and Regulations. Copies of the Rules and Regulations are available at our office and on the Lakewood Village Website (lakewoodatcorpuschristi.com).

a). Other than those duties required by the Declaration of Condominium (hereafter the Declaration) to be performed by the Board of Directors (hereafter the Board), the Board may delegate its duties, described herein, to another party or parties as its representative(s).

ENFORCEMENT:

The Rules and Regulations will be strictly enforced. If the Rules and Regulations are violated by any occupant or guest of the owner's or guest of the owner's unit, the owner will be held responsible for corrective action, damages, and fines.

COMMUNICATIONS:

The Board asks that if anyone has any request(s), complaint(s), or wants to report any violation(s) of the Rules and Regulations, they notify the office by calling (361) 992-5221 or emailing Lakewood Village at lakewoodcoc@yahoo.com.

REPAIRS:

All repairs require the completion of a Work Order request Form. These forms are available in the holder adjacent to the office door or on the Lakewood Village Website under Owners. Only the person requesting the repair can fill out the form.

a) If your request(s), complaint(s), report of a violation(s) of the Rules and Regulations or repairs are not resolved through the above procedure, write a letter to the:

Lakewood Village Board of Directors
1925 Airline Road
Corpus Christi, Texas 78412

b) All letters will be answered by a member of the Board.

MAINTENANCE STAFF AND CONTRACTORS:

Do not interrupt our maintenance staff or contractors with special on-the-spot requests, except in case of emergency situations. Maintenance work is prioritized and scheduled daily and weekly on a "work order" basis. While on duty at Lakewood Village, no employees or contractors of Lakewood Village may perform any work inside or outside of a unit at the direct request of a resident or owner. This stipulation is necessary to allow these employees to perform their scheduled duties more effectively and well as to avoid any liability situations.

SPECIFIC POLICIES: Except for provisions which come from the Declaration, these Rules and Regulations may be changed by the Board from time to time, when the Board deems such changes desirable for the safety, comfort and convenience of residents, protection of property or proper conduct of the Council of Co-owners' business.

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

NOTE: Any violation of the below Rules and Regulations will result in the owner/renter receiving a written notice of the violation(s) with a specific time frame in which he/she must correct the violation (Some parking violations may result in immediate towing. See Sec 27.) If the violation is not corrected, fines and other fees will be assessed.

1. **Lawful use:** From the Declaration: "No immoral, improper, offensive or unlawful use shall be made of the project or any part thereof." Also, owners and their families, tenants, and guests will comply with the ordinances of the City of Corpus Christi.

2. **NUISANCES:**
 - a) From the Declaration: "No nuisances shall be allowed upon the project, nor any use or practice which is the source of annoyance to occupants or which interferes with the peaceful possession and proper use of the property by its occupants. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make any use of the general common elements which will constitute a nuisance or annoyance to the occupants of other apartments." The Board will determine what, in its judgment, is to reasonably be considered as annoying to owners/renters' ordinary sensibilities or might reasonably reduce the desirability of the property for quality living.

 - b) Townhouses which have patios may not place furniture, tables, or chairs on the common element in front of the townhouse, except when these items are in use. While in use, the Rules and Regulations related to Section 2: NUISANCES and Section 15: NOISE must be adhered to.

 - c) Townhouses which have patios are permitted to hang flower baskets, wind chimes and other similar items in their patios. Wind chimes cannot be attached to the eaves or sidewalls of the manor house, penthouse, and townhome.

 - d) Christmas lights and decorations shall be removed promptly after January 1st. Decorations from other days of celebration shall also be removed promptly after the passing of that particular day.

3. **SECURITY AND SURVEILLANCE:** The Association of Co-Owners does not provide nor warrants security for owners/renters. Each occupant is responsible for his/her own security and that of his/her family and guests. It is suggested that at minimum all units should have keyed deadbolts on the front entrance door, operable latches on each window, and pin locks on sliding glass doors. A door viewer in the front door would be an additional safety measure. Each penthouse and townhouse owner is encouraged to install locks on their attic access doors.

4. **LIGHTING:** Residents are requested to report burned out light bulbs in the outside area, garages, and laundry rooms. **NOTE:** The light outside each unit's front door is the responsibility of that unit's resident. Any additional outside lighting which is felt needed by a unit owner must be requested in writing by the unit owner to the Board. Approved extra lighting will be at that unit owner's expense and the electricity must be provided through that unit's meter.
5. **ABUSE OF COMMON ELEMENTS:** There shall be no marring, defacing, or tampering with water pipes, electric lines, sprinklers, pool equipment, laundry room equipment, television cable wiring, or other common elements.
6. **STORAGE OF PROPERTY IN COMMON ELEMENTS:** No property may be stored, temporarily or permanently, on sidewalks, lawns, parking lots, or other common elements without the prior written approval of the Board. If such property is found in violation of this section, a written notice concerning the violation will be sent to the unit owner/renter with a specified time to remove the property. If this is not done, the owner/renter will be fined. If the fine is not paid, the Board will assess additional fees.
7. **PATIOS, GARAGES, STORAGE AREAS, FRONT DOOR ENTRANCE AREAS, STAIRWAYS, AND BALCONIES:**
 - a) These areas must be kept neat and clean by each homeowner/renter. Absolutely no fire or health hazards will be tolerated.
 - b) No upholstered furniture, mattresses, or large appliances, etc., may be stored in garages.
 - c) Garages must be kept free of automobile oil leaks, paint stains, and other debris as specified below. Each owner/renter is responsible for cleaning up these leaks.
 - d) Patios must be kept free of trash, weeds, pet droppings, and odors.
 - e) Stairways and balconies must be kept free of any obstruction(s) that might prevent easy access to the penthouse in the event of an emergency.
 - f) It is the responsibility of each unit owner/renter to keep all the common elements, including their garages, around their unit free of debris such as leaves, small fallen branches, bottles, cans, garbage, and other debris by sweeping, raking, and picking up such items.
 - g) If an owner has plywood to cover their unit's windows in case of a hurricane, this wood must be attached to the wall of the garage, either with screws or by bracing across it. No other lumber or wood is allowed in the garages unless it is to be used within a very short time. An example would be wood for a new patio fence.
 - h) Bicycles and toys must be neatly stored under the cabinets, in the cabinets, or in the closet belonging to your unit.
8. **CLOTHES, MOPS, AND OTHER ITEMS BEING DRIED OUTSIDE:** No clothes, mops, towels, bathing suits, or other items may be hung or placed outside anywhere visible from the streets, alleyways, or walkways.
9. **BARBECUE GRILLS:** All grilling must be in accordance with Lakewood Village By-laws which state:

- a) Individual barbecue grills are not allowed to be used on any private or common areas of Lakewood Village, except at the park area by the pool and the park area at the south end of the lake behind building 44. Residents are encouraged to use the community grills located in these designated areas.
- b) If any resident is caught using their personal barbecue grills in any other place except the above 2 designated areas, 911 will be automatically be called and a written notice will be given to the resident followed by a \$250.00 fine if violation is repeated.
- c) All individual barbecue grills must be stored in your assigned parking space in the garage or in your patio. BEFORE STORAGE, THE COALS MUST BE COMPLETELY OUT AND COOL. Residents will be fined if grill is stored in any other area or if is discovered that the coals were still hot when grill was put away.
- d) To report fires, please call 911. Please note: In addition to the \$250.00 fine that Lakewood Village will assess on the owner/resident who violates Rule 9 of the Lakewood Village Rules and Regulations, the City of Corpus Christi will assess UP TO A \$2,000.00 fine for violation of the city ordinance that prohibits barbecuing next to ANY structure.
- e) No fire pits or open fires are allowed anywhere on the property.

10. **WINDOWS AND ENTRANCE DOORS:** The Board has the right and the responsibility to control the visual attractiveness of the complex, including the right to require removal of objects which are visible from the common element and which detract from the property's appearance. Blinds or drapes must be in good repair and hung properly. No aluminum foil or other material objectionable in the reasonable judgment of the Board shall be placed in or next to any window. Broken windowpanes must be replaced promptly by the owner. Entrance doors must be kept in good repair and may not be painted any color that is reasonably objectionable to the Board. If needed and requested, the Board will have the exterior of the unit's entrance door painted to match the building color at no cost to the unit owner. The owner must submit a work order. Installation of storm windows, shutters, or doors is generally acceptable, but approval by the Board must first be obtained in writing. A written request must be submitted, along with sketches or photographs. Installation and maintenance expense for these approved windows, shutters, and doors is at the owner's expense.

11. **PATIO FENCES:** As per the Declaration, the unit owner is responsible to maintain, repair, and replace the patio fence. If in the reasonable judgment of the Board a fence is in need of attention, the unit owner will be notified in writing that corrections should be made within a specified period of time. The owner may then, if desired, submit a written request to appear before the Board to reconcile any differences of opinion or to work out details of the corrections needed. However, failure of the owner to respond will result in (1) a fine, (2) a special assessment against the owner to reimburse the Council of Co-owners for repairs, replacement, or removal of the fence or (3) both of the foregoing.

- a) In replacing patio fencing, only "treated" wood is to be used.

12. **ARCHITECTURAL CONTROL:** No alterations to building walls, either interior or exterior, may be made without first obtaining written approval of the Board of Directors. Sketches and/or photographs must accompany the written request before the work can be approved and prior to the start of the work. City building permits may also be required.

- a) No awnings, screens, glass enclosures, lattice enclosures, patio covers, or other projections shall be attached to the exterior of the building without first obtaining approval of the Board. A written request must be submitted along with sketches and/or photographs.
 - b) A specified time of completion must be included in the written request.
13. **ANTENNAS:** No exposed exterior television antennas, satellite dishes, or radio transmitting or receiving devices shall be erected, placed, or maintained anywhere on the common elements or on the outside of buildings.
14. **TRASH AND OTHER DISCARDED ITEMS:** Garbage, refuse, rubbish, or other discarded items shall not be left or deposited, even temporarily, on any common element except in the garbage containers placed inside the fenced garbage enclosures located throughout the complex. Large, discarded items (furniture, appliances, mattresses, tires, etc.) that do not fit inside these containers must be hauled away from the complex by the owner/resident. Such items will not be picked up by the garbage disposal service. No oils, paints, or other liquids should be placed in the containers.
15. **NOISE:** Condominium unit owners, tenants, and guests shall refrain from playing radios, televisions, stereos, and other electrical or mechanical devices so loud that they may be heard outside the unit, the patio, and common element or from vehicles.
16. **PETS:** Dogs are to be walked on a leash and not allowed to roam on the common elements. Owners are responsible for their pet's behavior. Dogs must be walked close to the perimeter fences in areas **AWAY** from buildings, such as along the alleyways, and trained to defecate there. Pet feces deposited anywhere on common elements, including along the fences and around the lake, must be removed by the pet's owner promptly.
- a) Pet feeding bowls are not to be left outside.
 - b) Dogs may not be tied nor left unattended in any area or patio.
 - c) Pets may not make repeated, excessive noise.
 - d) The Board will require permanent removal of any pet when the pet or its owner has repeatedly violated these Rules and Regulations, or the pet has become objectionable in the opinion of the Board.
 - e) **NOTE:** As per City Ordinance: "All dogs and cats are subject to impoundment if they are not wearing a collar with a valid city license tag or be chipped. It is a prerequisite for issuance of a city license that the dog or cat have a valid rabies vaccination certificate."
17. **PEST CONTROL:** The Council of Co-owners does not have responsibility for pest control in unit interiors. However, it shall have the right to enter an owner's unit and exterminate, at the owner's expense, if the owner fails to control pests inside the unit and is adversely affecting other units.

18. **CHILDREN:** All children, whether they are residents or guests, must be supervised at all times while at Lakewood Village. No child under 5 years of age or younger is allowed to ride a bicycle, tricycle, or other toy conveyance in the street or alleyways who is not closely supervised by an adult.
19. **SWIMMING POOL:** The pool and the enclosed area around the pool are for the exclusive right of Lakewood Village owners, residents, and their guests, accompanied by an owner or resident. The pool cannot be reserved for parties at any time.
- a) **POOL TAGS:** Pool tags remain current as long as the owner/tenant continues to reside at Lakewood Village or until the Board decides to issue new tags to all residents. Each owner/renter will be issued two to four pool tags. Each unit is limited to four people in the pool at one time. Persons without pool tags will be asked to leave.
 - 1) No pool tags will be issued to persons whose unit owes money to the Council of Co-owners.
 - 2) Seasonal hours are regulated by the Board and will be posted at the pool. Pool rules are also posted at the pool and must be strictly obeyed.
 - b) **EMERGENCY:** There is a telephone on the wall of the community building to use to call 911 in case of an emergency.
 - c) **NO LIFEGUARDS:** All swimmers swim at their own risk.
 - d) **CHILDREN:** No child under 13 may use the pool for swimming unless closely supervised by an adult 18 or older who can swim.
 - e) **NOT ALLOWED:** No food, beverages, alcohol, or glass containers are allowed in the pool area. No radios or stereos are allowed. No running, loud noises, or disruptive behavior is allowed. Do not dive into the pool. No foul language will be tolerated. No intoxicated person is allowed in the pool area.
 - f) **NO PETS ARE ALLOWED IN THE POOL AREA.**
 - g) **PROPER ATTIRE:** Only proper bathing suits are to be worn when in the pool. No shorts or tee shirts can be worn in the pool.
20. **LAKE:** No swimming or wading in the lake is permitted. No child under ten years of age is allowed near the lake without adult supervision. Fishing is on a "catch and release" basis only. No netting is allowed. No boats or floating devices are permitted except remote-controlled model craft.
21. **COMMUNITY ROOM:** The Community Room is to be used for Lakewood Village community-wide functions, as well as to conduct Lakewood Village official business. No wet bathing suits are allowed in the Community Room.
22. **SOLICITATIONS:** No type of solicitations is allowed unless specifically authorized by the Board. Violations must be reported immediately to the Board or to the office.
23. **SIGNS:** All unit FOR SALE, FOR LEASE or FOR RENT signs must be 18" X 24" or smaller. Real Estate agents are to remove their signs within seven days after closing. All other signs should be removed immediately upon sale, lease, or rental by the owner of the unit. No signs will be attached to tress, fences, balcony railings, or sides of buildings. Nothing may be placed on the area between Airline Road and Lakewood Village's perimeter fence. Only one sign may be placed in the interior of the unit.

- a) All other signs (i.e., political, advertising, or personal property for sale signs) are prohibited and may not be exhibited anywhere on the complex, including from the interior of the units.
- b) EXCEPTIONS: If a vehicle is FOR SALE, one sign per vehicle, per unit, may be exhibited from an interior window of the vehicle.

If an open house lasting less than 4 hours is held for a unit for sale, a sign 18' by 24" or smaller may be placed on the area between the perimeter fence and Airline Road for the duration of the open house.

24. HURRICANES AND SEVERE WINTER WEATHER PREPARATION: When a hurricane is approaching, it is the owner's responsibility, working with his lessee, if necessary, to secure his/her property. This would include the placing of window covers or supports, securing or removing loose items from balconies, stairs, patios, entrances, and garages. After the danger of the hurricane has passed, with minimal or no damage to the complex, all temporary hurricane protection material must be removed from the building within fourteen days.
- a) When a severe winter freeze warning is issued, it is the owner's responsibility, working with the lessee, if necessary, to leave water dripping from faucets and to take other precautions. An unoccupied unit is particularly vulnerable to a winter freeze. In the event of an extended absence, especially during hurricane season or mid-winter, owners or residents must notify the Board in writing of the person's name and number to be contacted in case of an emergency.
25. SMOKE DETECTORS AND FIRE EXTINGUISHERS: Each homeowner is required to have and maintain battery or AC electric smoke detector(s) in his/her unit and in any of their rental units in accordance with state law. All occupants must ensure that smoke detectors are in working condition at all times and have working batteries. Also, every homeowner must provide a fire extinguisher for their property and any rental units that they own.
26. MOTOR VEHICLES, INCLUDING MOTORCYCLES:
- a) Speed limit is 5 miles per hour.
 - b) As per our Declaration, other than the allocation of one assigned garage space per unit (see map on last page), no other area or space is assigned to a particular unit. All outside parking is on a first-come basis.
 - c) To alleviate traffic congestion and potential accidents, residents are strongly urged to use their assigned garage space first, an outside parking space next, and an on the street space last. It is especially important, as a courtesy to neighbors, that a unit with multiple cars follow this rule. No unit may have more than two vehicles, including RV's, trailers, or campers, without approval of the Board.
 - d) To accommodate out of town guests for a temporary visit of less than one week, parking of an oversized RV on the street or parking area will be evaluated based on whether it creates a parking problem or an inconvenience to the neighbors. A written request must be submitted to the Board for approval with the date the RV is expected to arrive. You must call the office when it does arrive at 361-992-5221.
 - e) No motor boats will be permitted on the property.
 - f) Residents who own or use oversized (in length, width, or height) vehicles in their occupation that in the opinion of the Board creates an annoyance, nuisance, or hazard must make arrangements to park this vehicle off the complex. Regular visits by persons driving such oversized vehicles may also be considered an annoyance, nuisance, or hazard and the resident will be notified in writing that such visits in this vehicle must cease.
 - g) No automobiles or vehicles may be repaired or worked on while parked on the property except for detailing, tire changing, and minor engine repair. Otherwise, vehicles must be serviced or repaired off the complex. Any oil or other vehicle fluid spilled on the property must be cleaned up by the perpetrator. Used oil, tires, and

batteries must be disposed of off the complex by the vehicle owner in accordance with governmental regulations. Do not pour oil down a unit drain, street drain, the commode, a sink, or in the lake.

h) No automobile or any other vehicle shall be washed, rinsed, or sprayed on any area of Lakewood Village. There will be an automatic fine of \$25.00 for washing, rinsing, or spraying your car, or any other vehicle, in any areas of Lakewood Village.

27. VEHICLE PARKING VIOLATIONS AND ENFORCEMENT:

Notice and removal of illegally parked vehicles shall be in accordance with Chapter 684 of the Texas Transportation Code.

The following violations will result in your vehicle being towed away and impounded:

Vehicles:	Response
Parked in fire lanes, marked employee or maintenance parking, no parking zones	TOWED IMMEDIATELY, NO NOTICE
Parked in space designated as Handicap Accessible	TOWED IMMEDIATELY, NO NOTICE
Parked on grass, landscaped area, sidewalks, or pedestrian paths	TOWED IMMEDIATELY, NO NOTICE
Parked in another person's assigned parking space, double parked, blocking another vehicle from leaving a parking space, hindering access to entrances, dumpsters, and driveways	TOWED IMMEDIATELY, NO NOTICE
Left behind by a resident/occupant who has surrendered or abandoned the home	48 HOUR TAG NOTICE before towing
Inoperable or with flat tires, no tires or on jacks or blocks for more than 5 days	48 HOUR TAG NOTICE before towing
Expired license plates or inspection stickers	Registered letter to registered owner with 10-day response to renew the expired sticker. TOWED AFTER 10 days if not corrected
With broken out windows or which are otherwise an obvious eyesore in the opinion of the Board of Directors	48 HOUR TAG NOTICE before towing
Have not been moved for over a period of three weeks without prior arrangement with the Board of Directors.	48 HOUR TAG NOTICE before towing

28. LAUNDRY FACILITIES: Laundry facilities in each building are for the exclusive use of residents of that building on a first come, first serve basis. Washed and dried clothes must be removed from machines promptly. Residents are responsible for cleaning the drier lint filter after each use, sweeping, and emptying the wastebasket. The overhead light must be turned off and the door locked when the room is not in use.

29. KEYS: Replacement of keys to the laundry room can be arranged with the office or the Board. The cost of this service must be paid by the owner or resident. Owners are responsible that new tenants have laundry room keys.

30. PLUMBING AND INTERIOR WATER TANKS: Each owner shall be responsible for promptly fixing leaks in all plumbing lines, plumbing fixtures, dishwashers, water heaters, aquariums, or any other item with water, inside the unit. If the Council of Co-owners deems it necessary to repair any of these items inside a unit due to the owner's failure to do so or the inability to contact any owner after a reasonable effort, the owner shall reimburse the Council of Co-owners for the cost of repairs, plus a 25% fee for administrative overhead.

- a) The cost to unstop drains in the common elements shall be borne by the owner if it is obvious that an owner, or his lessee, has misused the drains or commodes to dispose of insoluble items such as disposable diapers, etc. No oils or grease, of any kind, shall be poured down the drains or into the commode.
- b) When leaks occur inside a unit from roofs or other exterior sources for which the Council of Co-owners is responsible, the leak must be reported within 24 hours to the Board. Failure to report the leak promptly can cause damage to be compounded manifold to ceilings, walls, carpeting, etc., both in the unit where the leak is apparent and in other units in the same building.
- c) Failure of an owner to report such leaks within 24 hours after the first sign of the leak shall mean that the unit owner shall pay 80% of the cost of any repairs to any common element or interior of other units, which the Council of Co-owners would otherwise be liable to fix and pay. Owners purchasing a unit which has an obvious leak are held responsible for the failure of the previous owner to report such a leak. In view of the foregoing stipulations, owners should so advise their lessees of the importance of reporting leaks immediately.

31. WATER FOWL AND STRAY ANIMALS:

- a) Feeding of ducks, geese or other waterfowl shall be done only around the lake area.
- b) No resident of Lakewood Village should feed any stray dogs or cats.

POLICIES APPLICABLE PRIMARILY TO OWNERS

32. LEASES: All leases are subject to the provisions of our Declaration and our current Rules and Regulations. These Rules and Regulations are automatically a part of any lease agreement, and each owner is RESPONSIBLE for providing his tenant with a copy of them at the beginning of the lease term. Each owner is responsible for inserting into any lease agreement with the tenant, by reference and incorporation into that document, and to give notice to any prospective tenants, of the Condominium Rules and Regulations, and that the property and unit are subject to and governed by the Declaration, Rules and policies of the Condominium and its Board.

33. EVICTION OF TENANTS: The owner's right to lease the owner's unit or units is subject to the Declaration and the policies, Rules and Regulations of the Condominium Board and its members. The owner is reasonably responsible for and liable for the actions and omissions of that owner's tenants. Upon notice from the Board, it is the responsibility of the owner to promptly and timely evict that owner's tenants who substantially or repeatedly violate the Council of Co-owners Rules and Regulations. Further the Council of Co-owners retains the right to seek judicial enforcement of its Declaration, policies and its Rules and Regulations as to an owner and that owner's tenant who substantially or repeatedly violates the Council of Co-owners Rules and Regulations or poses a threat to the safety and welfare of the condominium members or other tenants.

34. RESPONSIBILITIES AND FINANCIAL LIABILITIES OF A SELLING OWNER: A selling owner must notify the Council of Co-owners in writing of the name and address of the new owner to whom he/she has transferred ownership of the unit. A selling owner is liable for all monthly fees up to the date of such transfer to the new owner. The owner also remains liable for all other monies then owed to the Council of Co-owners as well as any amounts accruing thereafter. In the event of any collusion between a selling owner and a new owner to avoid payment of maintenance fees etc., both may be held liable following legal action by the Council of Co-owners through the Board.

35. MAINTENANCE, SPECIAL ASSESSMENT AND SPECIAL SERVICE FEES:

- a) Maintenance fees are due on the first day of each month. If payment is received after the 10th of the month, a late charge of \$25.00 will be assessed. Each payment, check, money order, or cashier's check will be scanned.

b) Special assessments are due as prescribed by the Board. If special assessments are payable in installments and the owner fails to make payment of any installment, the Board may accelerate the due date of all remaining payments. Special assessments not paid in full by the due date may be subject to a yearly fee of 10% of any remaining balance.

c) Special service fees such as furnishing resale certificates, eligibility certificates, copies of the Declaration, copies of information sent to a mortgage company, copies of account records etc. shall be set by the Board from time to time.

36. INSURANCE AND LATE FEES

A. Insurance premiums are due on a monthly basis. To wit: using the 2021-2022 insurance cost, each owner in arrears will pay into the insurance fund monthly \$125.00 of their portion of the insurance. Invoices to begin December 1, 2021.

B. Beginning October 1, 2022, the monthly payment will be 1/12th of their portion of the insurance for those owners who wish to pay monthly in advance. No payment plans other than this monthly plan will be permitted, except for those owners who wish to pay at the beginning of each quarter the full amount due for that quarter, biannually on Sept. 1 and March 1, or for the full year in advance.

C. In the event that insurance costs increase, the remaining balance of each owners' balance will be due on September 30th.

D. Any interest payments made by the bank for the insurance account will be divided equally across all owners who have paid into the fund. All owners will be notified as to the amount credited to their accounts.

E. Monthly deposits will be due at the same time as monthly HOA dues, and will incur the same late fees as HOA dues, yet, will be separate from dues. If an owner does pay their dues, yet does not pay their insurance payment, a late fee of \$25 per month will apply. If an owner pays neither dues nor insurance, a late fee of \$50 per month will apply.

F. For those owners who have not paid their insurance by November 30, a fine of \$100 will be applied on December 1. A further \$25 late fee will apply for each month until their balance is paid in full.

37. RETURNED CHECKS: The charge for a returned check is \$25.00 plus bank charges incurred.

38. WAIVERS: No fees may be waived unless a majority of the Board determines that extraordinary circumstances warrant an adjustment to the account.

39. PARTIAL AND CONDITIONED PAYMENTS: The Board may refuse partial payments or any payment to which the payer has attached conditions contrary to policy.

40. APPLICATION OF FUNDS: At the Council of Co-owners option, it may apply monies received from owners to either monthly assessments or other accrued indebtedness, regardless of notations on checks. As a general rule, any monies received will be applied to the oldest debt first.

41. DELINQUENCIES: Owners who are delinquent for more than 30 days of any charges are subject to any or all of the following actions:

a) Suspension of the right to vote in any election or referendum held by the Council of Co-owners.

b) Suspension of the use of the swimming pool, cable television wiring and other common elements the Board deems appropriate.

c) Seeking a judgment in a Precinct Court for the delinquent amount(s) owed.

d) A formal lien against the specific unit owner's property will be filed at the Nueces County Court House. This lien will cover not only the current balance at the time of filing but also any future non-payment amounts.

- e) Defaulting owner is liable for all costs of title reports, credit reports, certified mail, long distance calls, filing fees, attorney's fees, and other reasonable costs. These costs will be added to the amount owed.
- f) The Board may file a report on the defaulting owner with one or more credit reporting services.
- g) The Board may refer the delinquent account to any attorney for collection and the owner will be liable to the Association for its legal fees and expenses.
- h) The Board may employ or assign the debt to collection agencies.
- i) If the debt is deemed non-collectible, the Board may cancel the debt and report the full amount forgiven to the Internal Revenue Service as income to the defaulting owner.

42. PROCEDURES TO DISCONTINUE UNIT UTILITIES:

- a) First notice – If an account is delinquent at least 45 days, written notice may be given to the owner and the occupant that one or more utilities may be shut off if payment is not made within a stated number of days (at least 10). The notice must state the amount and place of payment.
- b) Second notice – If full payment is not received by the date stated on the first notice, the Board may give a second notice which will warn that one or more utilities will be shut off after a stated number of days (at least 7). An additional copy of the second notice, contained in an envelope, will be posted at the entrance door of the unit at least 5 days prior to scheduled shut-off. The notice will say where payment may be made to avoid disconnection of service.
- c) First and second notices will be sent by certified mail, return receipt requested. Additional copies may be delivered by regular mail, fax or personal delivery. Both notices will prominently display "UTILITY SHUT-OFF, TERMINATION NOTICE" or similar language. Mailed notices are deemed delivered when a properly addressed envelope with prepaid postage is deposited in a U.S. Post Office collection box or station. In calculating days, the day after the date on which a notice is post-marked or posted on the door, is deemed "Day 1". Efforts to give notice to all co-owners and co-occupants will be made, but notice to one co-owner or co-occupant is notice to all owners and occupants.
- d) At the time of the second notice, a charge of at least \$50.00 will be assessed against the owner and the unit for costs related to the shut-off. To avoid shut-off after the second notice, the owner must immediately pay all assessments owed including the \$50.00 minimum shut-off fee. The owner solely bears the cost of discontinuing and restarting any utility serving his unit.
- e) All payments to forestall utility shut-offs must be paid in the form of a cashier's check.

43. RIGHT TO HEARINGS: An owner can dispute his debt by requesting a hearing in writing. Within fifteen days after receiving the owner's written request, the Board will notify the owner of the hearing date. An owner must deposit a cashier's check payable to the Association for the full amount of the related assessment claimed by the Association. The Association will hold the funds in escrow pending the final outcome of the hearing. The owner may attend the hearing in person or may be represented by another or written communication.

44. LIENS:

- a) See number 41 above, items d) and e).
- b) If the Association receives full payment after the recording of a lien, they will cause a release of notice of lien to be recorded with a copy sent to the owner provided that the owner prepays the cost of preparing and recording the release.

c) Foreclosure of lien (non-judicial) The Board may instruct an attorney, officer, or agent of the Association to notify the defaulting owner of the intent to foreclose its assessment and to post the property for public auction in accordance with State Law and the Association's documents.

d) Foreclosure of lien (judicial) The Association may file suit against a delinquent owner for judicial foreclosure. This can be combined with a claim against the owner's personal liability for recovery of a money judgment.

e) The Board may choose to file suit for a personal judgment against the defaulting owner whether or not a foreclosure lien is in effect.

45. FINES AND DAMAGE CHARGES:

a) The Board will assess fines against an owner for violations of restrictions of standards of conduct contained in the Declaration and the Council of Co-owners Rules and Regulations which have been committed by an owner, an occupant of the owner's unit, or the owner or occupant's family, guests, employees, contractors, agents, or other invitees. Each day of a violation will be considered a separate violation if the violation continues after written notice to the owner.

b) The Board will assess damage charges against an owner for pecuniary loss or damage to common elements or common facilities by the owner or owner's family, guests, agents, occupants, or tenants.

c) The Board shall have authority to send written notices to alleged violators, informing them of their violation and asking them to comply with the Rules and Regulations and informing them of potential fines or damage assessments. The Board will from time to time adopt a schedule of fines. The current range is from a minimum of \$25.00 to a maximum of \$400.00 (when violations and circumstances justify the maximum, or occasioned by repeated offenses and/or when violations threaten the health and safety of the community and/or damage to property.

d) The procedures for assessment of fines and damage charges shall be as follows:

1) The Board or its representative must give the owner notice, in writing, of the damage charge not later than 30 days after the assessment of the fine or damage charge by the Board. This notice will describe the violation or damage and must state the amount of the fine or damage charge.

2) The written notice of a fine will allow the owner a reasonable time by a specified date to resolve the violation and avoid the fine unless the owner was given written notice and a reasonable opportunity to resolve a similar within the preceding six months.

e) Fines and/or charges are due immediately after the expiration of the 15-day period for requesting a hearing. If A hearing is requested, 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 a hearing.

46. ACCESS TO UNITS: From the Declaration: "The Board of Directors shall have the right of access to each apartment to inspect the same and to remove violations therefrom and to maintain, repair and replace the common elements contained therein and elsewhere in the building."

a) If a unit is unoccupied at the time of a non-emergency and entry is required and reasonable effort has been made to contact the owner, a locksmith will be called for gaining entry. Any charges will be billed to the owner.

b) In an emergency situation, such as a fire, serious water leak or any other imminent and reasonably suspected risk of harm or damage to the unit, its contents, or its occupant, any member of the Board may enter the unit by whatever means is necessary.

47. NAMES AND ADDRESSES OF ALL RESIDENTS:

a) Owners shall keep the Council of Co-owners informed in a timely manner, in writing, of their current address and phone number(s). Forms are available in the office or online.

b) Whenever a new tenant or lessee moves into a unit, owners shall immediately notify the Council of Co-owners of their name, address, and telephone number(s).

48. INSURANCE CLAIMS: The Board must be notified in writing when a unit owner has a possible or actual claim to be filed against Lakewood Village's blanket property insurance. Proceeds from any claim will be paid to the named insured, Lakewood Village Council of Co-owners. Any monies owed to the Council of Co-owners by the unit claimant will be deducted from any insurance proceeds before sending the balance, if any, to the unit owner. Damage which gave rise to the claim must be repaired to the Board's satisfaction before proceeds are released.

49. OPEN MEETING MINUTES: The minutes will be filed in a binder and kept in the office for any owner to read. The open meeting minutes will be available one week after the meeting. Minutes of all meetings will be available one week after they are approved by the Board.

50. FINANCIAL STATEMENT: The balance sheet for each month shall be posted so it is visible from outside the Community Room by the 20th of the following month.

The following Rules & Regulations for Board Spending are self-imposed spending practices implemented by the LWV Board of Directors effective 2/11/2022 and are only subject to change by a majority vote of the LWV Board of Directors:

51. Rules & Regulations Amendment: Board of Directors Spending Procedures

- a. The Board Treasurer has discretionary spending authority up to a purchase limit of \$500 without board approval. The Treasurer must have the signatory approval (signed purchase order) of at least one (1) other board member for purchases of \$500+ to a limit of \$1000. All purchase orders must be maintained in the office and available to the Board for review at any time.
- b. The Board President has discretionary spending authority up to a purchase limit of \$150 without board approval. All purchase orders must be recorded in the office for weekly review by the Treasurer with applicable receipts/invoices and available to the Board for review at any time.
- c. Any board member may spend up to \$200 with the signatory approval (signed purchase order) of two (2) other board members OR the signatory approval of the Treasurer. All purchase orders must be recorded in the office for weekly review by the Treasurer with applicable receipts/invoices and available to the Board for review at any time.
- d. Any purchase(s) by any board member of \$1000+ must be approved by a majority vote of the Board of Directors.
- e. Any purchases of \$25,000 or more should be printed and posted for the community to view or request to view via email, mail or in-person pick-up. These purchases should be announced at the next regular HOA Board of Directors meeting to the community.
- f. All checks and purchase orders must be signed by two (2) LWV Board members.