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Amended and Restated Rules for Mesa Village Owners
Association (Instrument # 2012021010)

Amendment of Rules of Mesa Village Owners Association
"Electric Grills" (Instrument # 2014055119)

Amendment of Rules of Mesa Village Owners Association
"Pets" (Instrument # 2014189874)

Amendment of Rules of Mesa Village Owners Association
"Confidentiality" (Instrument # 2015003325)

Amendment of Rules of Mesa Village Owners Association
"Code of Conduct" (Instrument # 2016036459)

Amendment of Rules of Mesa Village Owners Association
"Leasing of Units" (Instrument # 2024100946)

RULES FOR MESA VILLAGE OWNERS ASSOCIATION

These rules clarify or supplement the Mesa Village Declaration & Articles of Incorporation; they do not supplant them or eliminate provisions in these governing documents. Provisions in the governing documents and the rules are automatically a part of each lease, and each owner is responsible for ensuring their tenants have access to the governing documents and the rules and that they follow them.

While everyone is expected to abide by the governing documents and the rules, owners are responsible for corrective action, damages and/or fines assessed to their units. Variances to provisions in the governing documents are not permitted; for the consideration of a variance of any rule, the Board must have a written request through a form provided by the Property Management Company.

1. HOA MONTHLY DUES: Owners are responsible for the timely payment of any assessments and must ensure that monthly payments are received on or before the 10th of each month. A late fee of 10% will be charged for each month that the fees are received on or after the 11th (see also Declaration Section 5.1).

2. CHANGE OF OWNERSHIP OR ADDRESS: Owners are responsible for giving written notice of change of ownership to the Management Company, as well as notifying them of any change in mailing addresses.

3. DANGER: A member of the Board or designated representative may enter any unit by key or force when imminent and substantial harm or damage to the common elements, unit, unit contents or occupants is reasonably suspected

4. LEASING RULES: Attached as [Appendix A](#).

5. RULE VIOLATIONS & FINES: The Board may levy reasonable fines on owners for violation of rules, including those violations made by guests or tenants. The minimum fine is \$25.00 per offense; there is no maximum. Fines may be assessed only if the unit owner is notified in writing of the violation. Any owner or resident may appeal a fine in writing to the Board within 30 days from the receipt of the notification of a fine.

A committee of Board members and residents may but have no duty to conduct a walk through of the property every month. If they report a rules violation, the resident receives written notification and has 30 days to either rectify the problem or appeal the violation to the Board. If the resident has not taken action within 30 days, the owner will receive a second written notice along with a minimum \$25 fine to be paid within the next 30 days. Upon a third notification to correct the rules, violation, an additional \$100 fine will be levied, and the resident owner has seven days from the receipt of the third notice to correct the problem and pay the

fine(s) Fines may be levied weekly from this point until the violation has been suitably rectified. Once 90 days have passed without the violation being corrected or successfully appealed, the owner will receive notice that the matter has been forwarded to the Association's attorneys for the collection of fines, as well as any necessary legal action.

The board may in its sole discretion deviate from this standard fining rule by accelerating or slowing the process, imposing greater or lesser fines, imposing daily fines, etc. if in its sole discretion circumstances warrant.

6. ATTORNEYS' FEES: The Board may assess all legal fees incurred by the Association in its pursuit of collecting delinquent HOA dues, preparing or recording lien notices, foreclosures, or enforcing Mesa Village declarations or rules, to the owner's account.

7. OCCUPANCY & NEWBORN POLICY: The HOA permits a maximum of two occupants per bedroom. "Occupant" is defined as an individual who spends more than 14 consecutive nights within a unit during any six month period. A new born baby is considered an occupant after the age of 12 months; "adult" means an individual over the age of 18.

A unit under 1,000 square feet may not be occupied by more than two adults. A unit over 1,000 square feet may not be occupied by more than four adults. Units must be occupied by at least one adult.

8. COMMON ELEMENTS: The HOA coordinates the visual attractiveness of the Mesa Village property. Owners must remove objects that detract from the property's appearance, as determined by the Board, as well as items whose presence may increase property insurance rates or threaten its cancellation.

The Board is authorized to establish standards for the care, maintenance, and appearance of all common elements, both general and limited, and to enforce such standards, including the levying of reasonable fines on owners for violations.

The use, maintenance and operation of the common elements shall not be obstructed, damaged or unreasonably interfered with by any unit owner, and may be subject to lease, concession or easement by

the Board.

No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be permitted on the property at any time temporarily or permanently, except with the prior written consent of the Board, except in the case where temporary structures are erected for use in connection with the repair or rebuilding of the buildings or any portion thereof.

Owners and tenants may not modify any of the common elements of the property without approval in writing from the Board. This includes without limitation that no wire conduits, antennae, pipes or other construction may be affixed to or through the exterior walls.

9. SATELLITE DISHES: Prior written approval from the Board is required before any installation of satellite dishes begins. Satellite dishes may be installed within an individual unit or the limited common area of the unit's patio or balcony. Dishes must be one meter in diameter or smaller, and the dish must not be taller than the fence on rail. The dish must be hidden from view as much as possible (potted plants are one way to disguise the dish). It must be mounted securely on a pedestal or platform. No exterior wiring may be attached to or through any exterior walls, and the dish must not interfere with the neighboring units' video signal.

The HOA is not responsible for maintenance or repairs to any dish or any unit as a result of dish installation. The owner is liable for damages to common and personal property, persons and pets that may be caused by dish installation, use or maintenance. If a dish is affixed to a balcony, no part of it or its support structure may extend beyond the railing of the balcony.

10. STORAGE OF PROPERTY ON PATIOS AND BALCONIES: Patios and balconies are considered limited common areas, meaning they belong to the HOA, not individual owners. Property left on patios and balconies must be in good repair and neatly arrayed.

Nothing may be left on patios or balconies or hung from the railings or fence which detracts from the visual attractiveness of the property in general. Patio furniture and live potted plants are examples of items considered visually attractive; mops, brooms, and/or ice chests are not. Bicycles may be stored on a patio or balcony as long as no part extends over, above, or

through the railing or fence.

Nothing left on a balcony may be allowed to litter or otherwise intrude on the patio below. Entry areas, walkways, steps and landings must be kept clean and neat and not impede ingress or egress in any way.

Personal property may not be left on sidewalks, stairways, lawns, parking lots, or other common areas.

11. LANDSCAPING: The Board employs a lawn service company and includes a resident landscaping chairman approved by the Board. Nevertheless, individual gardening efforts are applauded if in keeping with the overall landscape plan. The Landscaping chairman oversees a Landscape Committee that approves and maintains a list of hardy, native plants. Prior approval from the landscape chairman or designee is required before planting new vegetation or altering (including trimming) vegetation. Fences, hedges, or walls may not be erected without prior written permission from the Board.

12. PROPERTY INSIDE UNITS: All blinds and drapes for exterior windows and patio/balcony doors must have white, ivory or tan backings if visible from the exterior of the building. Window screens are required, and may be solar or non-solar-at the owner's discretion. All blinds and drapes visible from the exterior of the building must be kept in good repair; aluminum foil, air conditioner Window units or other materials may not be placed in or next to windows.

All exterior doors and casings must be painted a consistent color. An owner or tenant may request paint from the Management Company. If owners or tenants choose to use their own paint, they must do so at their own cost, it must match the [approved color\(s\)](#) and be approved by the Board in advance.

13. PETS: Dogs, cats, fish, birds and other household pets may be kept in units, provided they are not kept, bred or maintained for commercial purposes or in unreasonable quantities, which ordinarily means more than two pets per household. The Board is authorized to determine a reasonable number in any instance to be more or less, and to limit the size and weight of any household pets allowed.

The Board has the right to prohibit an owner or resident to maintain any animal which constitutes, in the opinion of the Board, a nuisance to any other unit owner. The Board, through majority vote, is authorized to establish criteria related to pets, and to require residents with any number of pets to verify that all of their pet(s) are properly registered and vaccinated. The Board may levy reasonable fines on owners for violation of any criteria established.

Dogs must be on a leash and attended by an adult when in any common area. Owners will be subject to a minimum \$100 fine per violation for having their dog off its leash. The Board may increase this fine pursuant to a Board Resolution on a case by case basis in the Board's sole discretion. Unsupervised pets must not be left on patios or balconies. All pets must wear current license tags. For the sake of your neighbors, pets must not be allowed to make excessive noise.

Condominium owners and residents must ensure the immediate removal of their pet's defecation from common areas. Waste baskets and bags are located on the property for the convenience of dog walkers. Used cat litter must be disposed of only in the regular trash dumpsters

Owners and residents must ensure their units are kept in a sanitary condition, free from fleas, parasites, and noxious odors. In order to avoid pests, pet feeding bowls may not be left outside.

14. OMBUDSMAN SERVICES: A member of the Board serves as the Homeowners' Association Ombudsman. If Mesa Village residents have a dispute they are unable to settle among themselves, the Ombudsman may assist in facilitating communications among the parties. [The current Ombudsman is listed in the newsletter.](#) However, in its sole discretion, the Board or Ombudsman may elect not to become involved in a dispute.

15. CONSIDERATION FOR FELLOW RESIDENTS: Activities in the common areas that are offensive or unreasonably annoying to other residents are prohibited. No loud noises or noxious odors shall be permitted on the property. The noise from televisions, radios, stereos, mechanical or electrical devices must not be so loud as to be heard from outside the unit or into the common areas. No impact noise is allowed (hammering or other construction) between the hours of 10:00 p.m. and 8:00 a.m. The Board is authorized to determine when noises, odors, or activities constitute a nuisance.

An owner or occupant who believes that another owner or occupant is engaged in unreasonably annoying activities or is creating noxious odors or noises must take the first step of notifying the individual(s) responsible unless the owner or occupant believes that it is unsafe to do so. If this does not correct the problem and the annoyance continues, the second step is to document the details of the annoyance and the day(s) and time(s) of its occurrence and contact either the Austin Police Department's non-emergency number (311) or the Mesa Village Board member with the role of Ombudsman. If the problem cannot be resolved at this point, the third step is to contact the Management Company representative who in turn, will notify the Board of the problem. Depending on the circumstances and severity of the problem, the Board may vote to impose fines or take other actions.

16. MAILBOXES: Mailboxes are located adjacent to the clubhouse. Owners and tenants are prohibited from relocating or modifying mailboxes in any way. The Board works with the U.S. Postal Service to designate mailbox type, size and location.

17. WATER DAMAGE INSURANCE DEDUCTIBLES: (a) To the extent not covered by Association insurance (including to the extent of any deductible) owners are liable for any damages caused by water leaks from their unit's dishwashers, bathtubs/showers, commodes, washing machines, sinks and aquariums. Waterbeds or other water furniture are not allowed on the property because of the excessive weight they place on the building structure and because of the propensity of water leaks from this type of furniture. When a leak in one unit causes water damage in another-unit, the owner of the unit with the leak is responsible for addressing any damage caused to other unit(s) as a result of their leak to the extent such damage is not covered by Association insurance. (b) The Association shall have no duty to file an insurance claim for any loss. Regarding insurance maintained by the Association, losses not exceeding the deductible, and losses exceeding the deductible to the extent of the deductible, shall be paid for by the party who would be liable for the repair in the absence of Association insurance except as provided in subsection (a) above. (For example, if damage to a unit is \$7,000 and the Association's-insurance provides coverage for the loss and the deductible is \$5,000, the Unit Owner is responsible for \$2,000.)

18. VEHICLES ON THE PROPERTY, REPAIRS, AND PARKING: No Unit Owner shall park, store or keep within or adjoining the Property any large, commercial-type vehicle (dump truck, cement mixer trailer, oil of gas truck, delivery truck and any other vehicle equipment, mobile or otherwise or any recreational vehicle (camper unit, motor home, truck, trailer, boat, mobile home or other similar vehicle). The Board is authorized to establish criteria for commercial, recreational, and other vehicles that may not be parked, stored, or kept or adjoining the Property, and may require such vehicles to be removed with written notice to the owner. The Board may levy reasonable fines on owners for violation of any criteria established.

Parking spaces shall be for parking purposes only. Each condominium unit has one assigned parking space. Additional vehicles, owned by either the resident(s) or guests, must be

parked in an unmarked space or are subject to being towed at the owner's expense. No Unit Owner shall park, store or keep any vehicle, except wholly within the parking space designated or an unmarked space.

While minor car repairs, including changing tires, checking oil or minor engine work are permitted on the property, major auto repairs that cannot be completed within a 24-hour period are not permitted. No car washing is allowed on the property.

Any inoperable vehicle shall not be stored in a parking space or within the Common Elements in general. Vehicles with flat tires or that are inoperable past a 24-hour period or have expired registration or vehicle inspection tags must be promptly removed from the property, or the Association may tow them in accordance with state law at the owners' expense.

19. BARBECUE GRILLS: Gas, wood, briquette, charcoal, or other grills or cooking devices (other than electric grills as provided below) may not be used on patios, balconies, entryways, or within 15 feet of any building or patio fence.

Electric barbecue grills and other electric cooking devices may be used on balconies and patios. All electric cooking devices must be located at least five feet away from any other combustible material.

20. STORAGE PODS: Storage pods may be used by owners and residents for a period not to exceed 30 days. Owners and residents must notify the Management Company prior to any pods being placed in the property with the location and dates that it will be on site. The Management Company will affix an approval form on the pod. No more than one pod per unit at any time is allowed, and pods must be placed in an area pre-approved by the Board in writing.

21. LAUNDRY ROOMS: Any Mesa Village laundry rooms (currently two) are provided for the convenience of our residents.) Laundry from washers and dryers must be removed immediately after use and machines must be cleaned of lint and other debris for the use of the next resident. Waste in the laundry room must be placed in waste receptacles, and all lights must be turned out and the door closed once laundry is completed.

22. PLAYGROUNDS: Mesa Village does not have a playground, per se. Parents are responsible for the safety of their children and must provide adequate supervision for their children and children's guests playing out of doors.

23. FLAGS, SOLAR ENERGY DEVICES, AND RAIN BARRELS: An owner may not display flags, install solar energy devices, or install rain barrels, rainwater harvesting devices, or any other improvement or alteration on the Common Elements (including Limited Common Elements) or on any property maintained by the Association without prior written permission from the Board. Common Elements include all areas of the property outside of individual units,

24. RELIGIOUS DISPLAYS: Residents may display on the entry door or door frame of the resident's dwelling one or more religious items, subject to the restrictions outlined in the paragraph below. Allowed "religious items" are limited to those items that the display of which is motivated by the resident's sincere religious belief.

No religious item(s) displayed may: threaten the public health or safety; violate a law; contain language, graphics, or any display that is patently offensive to a passerby; be located anywhere other than the main entry door or main entry door frame of the dwelling; extend past the outer edge of the door frame of the door, or have a total size (individually or in combination) of greater than 25 square inches

Per state statute, if a religious item(s) is displayed in violation of this Section, the Association may remove the offending item without prior notice. This remedy is in addition to any other remedies the Association may have under its other governing documents or state law.

This rule will not be interpreted to apply to otherwise-permitted temporary seasonal religious displays such as Christmas lighting

or Christmas wreaths. What is considered a Seasonal Religious Holiday Decoration shall be in the sole discretion of the Board, and the Board may impose time limits and other restrictions on the display of Seasonal Religious Holiday Decorations in its discretion. Seasonal Religious Holiday Decorations must comply with all other provisions of the governing documents, but are not subject to this Section.

25. SIGNAGE: For Sale signs may be displayed on the property for up to six hours for the exclusive purpose of open house sale events conducted by licensed realtors. Other than this purpose, no signs of any kind shall be displayed to the public view on or from any unit or common element without the prior written consent of the Board.

26. TRANSFER FEES: In addition to fees for issuance of a resale certificate, fees are due upon the sale of any property in accordance with the then-current fee schedule, including any fee charged by the Association's managing agent.

27. EMAIL ADDRESSES: An Owner is required to [keep a current email address on file with the Association](#) if the Owner desires to receive email communications from the Association. Failure to supply an email to the Association or to update the address in a manner required by these rules may result in an Owner not receiving Association emails. The Association has no duty to request an updated address from an Owner, in response to returned email or otherwise. The Association may require Owners to sign up for a group email, email listserve or other such email subscription service in order to receive Association emails.

An Owner is required to notify the Association when email addresses change. Such notice must be in writing and delivered to the Association's managing agent by fax, mail, or email. The notice must be for the sole purpose of requesting an update to the Owner's email address. For example, merely sending an email from a new email address, or including an email address in a communication sent for any other purpose other than providing notice of a new email address, does not constitute a request to change the Owner's email in the records of the Association.

28. TENNIS COURT, POOL AND CLUBHOUSE RULES: Rules for each of these areas are attached as [Exhibits B, C, D](#).

29. CONFIDENTIALITY OF CONTRACT TERMS: Any contract or agreement between the Association and a third party, which is required to be kept confidential pursuant to its terms or statute, must also be kept confidential by any owner and/or owner's agent(s) reviewing and/or copying the contract or agreement pursuant to a records request or otherwise. Owners are responsible for ensuring that their agents comply with this provision. Any owner violating this provision shall be liable for all damages stemming from the breach of this provision, including attorney's fees, and the owner must indemnify and hold the Association harmless for the owner's and/or owner's agent(s) breach of this provision.

30. CODE OF CONDUCT: Owners, residents, guests, Association officers, directors, committee members, managers, employees, contractors and agents must all conduct themselves in a civil manner when dealing with each other. No person has the right to abuse another, or the duty to tolerate abuse.

i. Prohibited conduct. The following conduct is expressly prohibited in any communications between the above-described parties:

- a) verbal abuse;
- b) insults and derogatory name-calling;
- c) cursing;
- d) aggressive and/or threatening behavior;
- e) hostile or unwanted touching/physical contact;
- f) sexual harassment;
- g) posting correspondence on the doors of directors and officers;
- h) correspondence, whether oral, written, or electronic, that is deemed in the Board's or Manager's sole discretion to be harassing or intimidating (the Board and/or Manager will consider the tone, time, and frequency of correspondence in determining whether correspondence is harassing or intimidating);

i) suggestive language or language that is otherwise offensive to the recipient; and

j) asking Association or Manager personnel to perform personal errands.

ii. Requests for an owner to leave. Any Owner, resident, or guest who is requested to leave the Manager's office or an Association facility shall do so immediately.

iii. Communication with the Association Manager or Board. The Board or Manager may in their sole discretion require, upon notice to a resident or Owner, that all communication from the resident or Owner be in writing. Once such notice is provided, the Board or Manager may in their sole discretion decline to reply to any other method of correspondence.

iv. Communication from tenants, All communications related to Association matters must come from Owners or Owners' agents rather than their tenants. The Board or Manager in their sole discretion may decline to reply to communications from tenants.

v. Association employees/contractors. Owners and residents may not instruct, direct, or supervise the Association's or Manager's employees, agents, or contractors unless otherwise directed to do so by the Board. Owners, residents, and guests may not harass or interfere with the performance of any duties being performed by the Association's or Manager's employees, agents, or contractors.

EXHIBIT A

4. LEASING RULES: The intent of these leasing rules (the "Leasing Rules") is to limit the number of Units in the Mesa Village Homeowners Association that may be occupied by tenants, with reasonable exceptions to allow leasing under certain circumstances. These rules reflect the need to keep Mesa Village an "owner-occupied" community as much as possible in order to maximize real estate values, maximize the likelihood of quick re-sales, increase the enjoyment of life in the community through stability and continuity of persons living here and lately, reestablish and maintain Federal Housing Administration approval. Capitalized terms used but not defined herein shall have the meanings giving such terms by the Declaration.

Summary of key provisions:

- "Short-term" or "Vacation" Rentals are not allowed at Mesa Village. A "short-term" or "vacation" rental is defined as any rental lasting less than 30 days.
- It is recommended that Owners exercise due diligence not to lease to anyone with a criminal history or history of sex offences. The Association suggests that Owners perform background checks as part of this due diligence.
- All Leases (as hereinafter defined) must be subject to the governing documents and Owners must provide a copy of all governing documents to tenants.
- Minimum lease term for new Leases or renewals of existing Leases (a "Lease Renewal(s)") entered into from and after the date of adoption of these Leasing Rules (the date of adoption being the date of recording of these Leasing Rules in the Official Records of Travis County, Texas) is six months; provided, however, a Unit may be leased on a month-to-month basis in connection with the sale by and Owner of a Unit (such occupancy not to exceed 90 days after the closing) pursuant to a Seller's Temporary Residential Lease (TREC No. 15-6) or a Buyer's Temporary Residential Lease (TREC No. 16-6) (either such Lease being referred to herein as a "Temporary TREC Lease(s)") promulgated by the Texas Real Estate Commission ("TREC").

- With limited exceptions, no new Leases are allowed if 70 or more Units are leased at the time. All Leases must be on Texas Apartment Association ("TAA") or Texas Realtors® ("TAR") lease forms.
- For purposes of the Leasing Rules, the term "Lease(s)" shall include Leases existing at the time of the adoption of the Leasing Rules, new Leases, Lease Renewals pursuant to Section 3B hereof and Temporary TREC Leases.

1. Screening of Tenants and Occupants; Proof of Screening. The Association suggests that all Owners obtain a report based upon Texas Departments of Public Safety criminal history and sex offender searches both for the named tenants and occupants under the lease and all unnamed persons whom the Owner knows, or comes to know, are occupying or will occupy the leased Unit. (Criminal reports may be purchased for a small fee from the DPS website at <https://www.dps.texas.gov/section/crime-records>). It is recommended that Owners consult their own attorney for advice on due diligence required or recommended under statute or common law prior to leasing. The Association makes no representation that the recommended above-described DPS background search satisfies that a lessor may have under statute or common law.

If an Owner, at the time of adoption of this rule, is currently leasing his Unit, it is recommended that the Owner perform that due diligence outlined above within 15 days of adoption of this rule.

2. Unit Owners must provide all Association governing documents, including all Rules, to tenant and the Lease must be subject to such documents. Each Lease must be in writing and must provide that the lessee is bound and subject to all of the obligations under the Declaration, Bylaws, and Rules of the property. It is the Owner's responsibility to ensure that these documents are provided to prospective tenants prior to entering into a rental agreement at the time the rental agreement is executed. For existing leases at the time of this rule adoption, Owners must provide copies of all governing documents to tenants within 30 days of the effective date of this rule.

3. New Leases and Lease Renewals. All new Leases and Lease

Renewals¹ entered into from and after the adoption of these Leasing Rules must be for an initial term of at least six months; provided, however, a Unit may be leased on a month-to-month basis in connection with the sale by and Owner of a Unit (such occupancy not to exceed 90 days after the closing) pursuant to a Seller's Temporary Residential Lease (TREC No. 15-6) of a Buyer's Temporary Residential Lease (TREC No. 16-6) (either such Lease being referred to as a "Temporary TREC Lease(s)") promulgated by TREC. For avoidance of doubt, short-term or vacation rentals of Units are strictly prohibited. No Unit may be leased or subleased for tourist, transient or hotel accommodations.

4. If the Owner is found to be renting their unit as a "short-term" or "vacation rental", such Owner shall be required to pay to the Association a fine of \$250.00 for such initial thirty-day period, and for each thirty-day period thereafter that Tenant fails to terminate the use of their unit as a "short-term" or "vacation rental".

A. New Leases Prior to leasing (any Lease other than i. submit a written request to lease the Unit to the Association and receive written consent to the request. Consent will only be given if fewer than 70 Units are leased at that time, and all other conditions of this Subsection (A) are met; ii. be in good standing as of the date the leasing request is submitted to the Association.

B. Renewal without Board permission (with notice only): If written consent to leasing was originally granted for the Lease, Owners may renew the Lease without board permission and without paying another Administrative Fee if (and only if):

i. the Owner is in good standing at the time of the Lease Renewal (it is the Owner's duty to confirm good standing);

ii. the tenants and occupants on the Lease Renewal are exactly the same as those in the original Lease (otherwise, procedures for a new Lease must be

¹ A Lease Renewal shall be exempt from the six-month term requirement if the express terms of the existing Lease predating the adoption of the Leasing Rules permits renewal of the existing Lease for a term of less than six months.

followed); and

iii. The names of all tenants and occupants is provided to the Association or a managing agent acting in accord with the Board's direction (referred to herein as a "Managing Agent") within 7 days of the effective date of the Lease Renewal.

****It is the Owner's responsibility to consult with Association management prior to any Lease or Lease Renewal to determine the then-current Owner-occupancy ratio and confirm the Owner's good standing****

5. Rental waiting list: opportunity to lease. The Association will maintain a prioritized waiting list of Owners desiring to lease Units at all times when 70 or more of the Units are leased (not Owner-occupied). Once a space becomes available for an Owner on the waiting list to lease his Units, the Owner shall be granted leasing permission and given 60 days to lease the Unit. If the Unit is not leased within that timeframe, the permission is automatically withdrawn, and Owner shall be placed back on the rental waiting list at the top of the list and the next Owner on the list shall be given a similar opportunity to lease his Unit. If an Owner on the rental waiting list is attempting to lease his Unit, the Unit will be deemed "leased" for purposes of the "70 leased unit maximum" rule. Owners may not be on the waiting list for a particular Unit during any time that the Unit is leased. Any Owner not currently leasing his Unit may ask to be put on the waiting list. Any waiting list request must be submitted in writing to the Association or its Managing Agent (via email or mail). It is the Owner's responsibility to confirm receipt of the request. Waiting list priority cannot be assigned or otherwise transferred to another Unit.

6. Owner occupancy; definition of leased unit. A Unit is deemed "leased," and its occupants deemed "tenants," for purposes of this rule and other leasing-related provisions in this Declaration and the other documents, except when:

(i) the Unit is occupied by the Unit Owner and/or a person immediately related to the Owner by blood,

marriage or adoption², (ii) the Unit is vacant, or (iii) title to the Unit is held by a corporation, trust, partnership, or other legal entity, with the primary purpose of providing occupancy to the current occupant.

This definition applies irrespective of whether there is a written agreement between the Unit Owner and the occupant(s) or whether any financial considerations has been provided for the right of occupancy. The Association may in the sole discretion of the Board require proof of familial relation between a Unit Owner and occupant. Notwithstanding, and Owner (not an Owner's family member if the Owner does not also reside there) residing in the Unit may have a roommate who pays rent to the Owner. This situation will not be considered a Lease for purposes of these Leasing Rules with the exception Rule 1, regarding background checks, will apply. 7.

7. Tenant Information Required to be Provided to Association. Unit Owners must provide the Association or its Managing Agent with the following information:

- A. contact information, including the name, mailing address, phone number, and email address of each person who will reside in the Unit pursuant to a Lease; and
- B. the commencement date and term of the Lease

Owners must provide the foregoing information to the Association within 15 days of the effective date of any new Lease, and within 7 days of the effective date of any Lease Renewal, and if the Owner fails to provide such information within thirty (30) days of the execution of the Lease or Renewal Lease, as applicable, such Owner shall be required to pay to the Association a fine of \$250.00 for such initial thirty-day period, and for each thirty-day period thereafter that Tenant fails to provide the information required by this Section 6 (e.g., if Owner fails to provide a copy of a Lease within sixty (60) days of the Effective Date of the Lease, Owner shall owe the Association \$500.00 in fines pursuant to this Section 6.

For leases existing at the time of adoption of this rule, the information described in subparagraphs (A) and (B) must be

² A situation where an Owner lives with an unrelated individual for the purpose of companionship, regardless of whether that companion contributes to living expenses, will not be considered a Lease under these Leasing Rules.

provided to the Association within 30 days of the effective date of this rule.

8. Hardship. The Board may approve an Owner's application to lease the Unit for a state period of time due to hardship. By way of illustration and not limitation, examples of circumstances that may contribute to "undue hardship" are those in which (1) an owner must relocate to another region, when market conditions do not favor a timely sale for an amount exceeding the debt against the Unit; (2) the Unit is being administered by the deceased Owner's estate; (3) the Owner temporarily relocated and intends to return to occupy the Unit; and (4) the Unit is to be leased to a member of the Owner's extended family. The Owner's application must state why a prohibition against leasing this Unit would result in undue hardship to the Owner, and describe the circumstances necessitating the leasing.

Any Lease approved under this hardship provisions will not count as a leased Unit for purposes of the "70 leased Unit maximum" requirement, and will be subject to all other leasing rules and dedicatory instrument provisions.

9. Application and approval. Approval by the Board for any hardship exception must be in writing and may not be deemed from lack of a response. The Board's approval may be limited to a stated period of time, which if not stated, is deemed to be one year from the date written approval is granted. On expiration of that period, the Owner must apply anew for Board approval. The Board's approval is not self-renewing.

10. Violation of prohibition. A Lease or Lease Renewal made in violation of these Leasing Rules is voidable by the Board. The Board has the power to impose fines relating to enforcement of these Leasing Rules of any other provision of a governing document.

11. Leasing prohibited if violations present. Only Owners current in dues and other amounts due to the Association and having no other outstanding violations of the governing documents of the Association at the time of the lease application and lease commencement may lease their Units.

12. Owner responsible for tenants' actions. The Owner of a leased Unit is liable to the Association for any violations of the governing documents by his tenants, including expenses incurred by

the Association in connection with enforcement of the documents against his tenant, or the tenants' occupants, guests, or invitees, including property damages. The Association is not liable to the Owner for any damages, including lost rents suffered by the Owner in relation to the Association's enforcement of the documents against the Owner's tenant.

13. Maximum occupancy requirements. The number of tenants or other occupants in a Unit must comply with the Declaration and the local statutes in force at the time of the Lease. Local statutes having precedence.

14. Permissible occupants. Only the tenants and occupants list on the Lease may occupy the Unit. Persons not listed on the Lease may not remain on the property as overnight guests for more than 7 nights in any one month without prior permission from the Board. Overnight guests will be deemed to be any guests present in the Unit or on the property between the hours of 12:00 am and 6:00 am.

15. Lease forms. All Leases must be in writing and on TAA or TAR lease forms.

16. Subletting. Subletting is prohibited except during the initial term of the Lease in cases where roommates are being substituted. Background checks must be performed on all prospective replacement occupants, and all other Rules apply.

17. Eviction. The Association shall have a right, but not the obligation, to evict any tenant or any family member or guest of the Owner if such person is found by the Board to have a history of a crime described in Rule 1 above, according to official public records. Additionally, the Association shall have a right, but not the obligation, to evict any tenant or any family member or guest of the Owner if such person is found by the Board to have substantially or repeatedly violated Association rules regarding noise, noxious odors, or other rules relating to safe enjoyment of the Property by other Owners and their family, tenants, and guests, or if the Owner violated these rules in leasing or allowing a Lease to renew. In this regard, the Association shall be entitled to possession (i.e., dispossession of the particular offending person) of the Unit subject to the condition that if the Association does recover possession in an eviction suit, the Association shall, upon execution of a writ of possession, immediately relinquish possession of the Unit to the Unit's Owner and shall not enter the Unit. The Owner will be responsible for

all costs associated with such eviction. Each Owner, by acceptance of a deed to a lot, hereby irrevocably appoints the Association as his attorney-in-fact to terminate the right of occupancy under the Lease and evict any tenant or other occupant in the event of an uncured violation. The Association as attorney-in-fact shall have the right, but not the obligation, to bring an eviction proceeding.

EXHIBIT B

TENNIS COURT RULES

Tennis courts are for the use of Mesa Village owners and tenants, their family and guests.

1. Hours are 8:00a.m. through 10:00p.m.
2. Tennis court gates must be closed and locked at all times.
3. An owner or tenant must accompany guests on the tennis courts. Children under 14 must be supervised by an adult.
4. Courts must not be used for any activity other than playing tennis. Skates, bicycles and pets are not allowed on the courts. Pets may not be tied to the court fence or nearby trees.
5. If the courts are empty and not reserved, both courts may be used by a resident. If another resident wants to use a court, however, one of the courts must be vacated by the first resident for use by the new players.
6. Time limits are set at 90 minutes for a singles match and two hours for a doubles match.
7. Profane language and excessive noise are prohibited while on the court.
8. Players must wear regulation tennis shoes to avoid damaging the court surface.

EXHIBIT C

POOL RULES

The swimming pool and surrounding area are for the use of Mesa Village owners and tenants, their family and guests. The safety and pleasure of all pool users govern pool area activities.

1. Pool hours are 7:00am to 10:00p.m. Sunday through Thursday, and 7:00a.m. through midnight on Friday and Saturday.

2. Residents and guests swim at their own risk. No lifeguard is on duty at any time. In case of emergency, immediately call 911. For your own safety, the Board requests that you do not swim alone; if you choose to swim alone, you do so at your own risk.

3. Guests are limited to three (3) people per unit at one time. Because of limited space, the pool and surrounding area may not be reserved or used for private parties.

4. Pool users must leave the pool and surrounding area clean after each use. Glass and breakable items are not permitted in the pool area.

5. No alcohol is permitted in the pool area at any time.

6. Pool gates must remain closed and locked at all times.

7. Bathing suits must be worn by everyone, including infants, in the pool area. Cut-off blue jeans, tennis shorts, underwear or diapers may not be worn in the pool. Bathing suits are not allowed in the clubhouse.

8. Children under the age of 14 must be accompanied by an adult at all times while in the pool area.

9. Pets are not permitted in the pool area, and may not be tied to the pool fence or nearby trees.

10. Horseplay and loud, abusive language are prohibited in the pool area. Skates, bicycles and other wheeled vehicles are not allowed in the pool area. No electrical equipment is permitted in

the pool area, although battery operated radios and tape/CD/MP3 players may be used with headphones.

11. Space should be made available for lap swimmers.

EXHIBIT D

CLUBHOUSE RULES

The clubhouse is for the use of Mesa Village owners and tenants, their family and guests. The owners or tenants assume full responsibility for all accidents or claims that may arise in connection with the use of the clubhouse and agree to hold harmless Management Company, the Mesa Village HOA, its board and clubhouse coordinator.

The clubhouse may be used for private parties only. Commercial events or events to which the general public is invited are not allowed. All functions must end by 10:30p.m. Sunday through Thursday and 1:00a.m. on Friday and Saturday.

The pool and surrounding area may not be reserved for or used by private parties. The pool is for the use and enjoyment of all owners and guests and it has its own hours of operation. Bathing Suits may not be worn in the clubhouse.

1. To reserve the clubhouse, call the coordinator to ensure no other reservations conflict with your date. The coordinator will make the appropriate reservation, collect fees (if any) and deposits (if any) as approved by the Board, provide a reservation form to be signed by the responsible party, and provide the clubhouse key to the responsible party. The current coordinator is listed in the newsletter.
2. A pre-function walkthrough of the clubhouse with the coordinator is recommended at the coordinator's discretion.
3. The clubhouse door must be locked when the clubhouse is not in use.
4. The owner or tenant reserving the clubhouse must be present for the entire function.
5. Guests may not park in spaces reserved for Mesa Village residents.
6. Discretion should be used when serving alcohol and must not be

served to minors. State law prohibits open containers outside the clubhouse and may hold hosts responsible for their guests' safety in some instances.

7. Taping or nailing materials on the wall surfaces is prohibited. If the walls are damaged, repair/repainting costs will be assessed against the reserving unit's owner.

8. Music and party noise must be kept at a level that cannot be heard outside the clubhouse. The owner or tenant is responsible for ensuring there are no loud noises from guests coming to or leaving the function. Excessive noise could result in a fine or the forfeiture of deposit (if any).

9. When the function is over, heat or air conditioning, lights and the stove must be turned off.

10. The unit owner is ultimately responsible for returning the key and ensuring the clubhouse is fully cleaned by noon of the day immediately following the function.

All equipment, window coverings, furniture and appliances must be clean and/or repaired, and trash can debris taken to the dumpsters. Common areas used during the function (restrooms, parking areas, breezeway, etc) must also be cleaned. The clubhouse coordinator will inspect the clubhouse before the owner is released from liability for clean up or repair and before deposits, if any, are returned. If any damage exceeds the amount of the deposit, both the owner and or tenant may be fined and a lien placed on the property to recover the costs of repairs.