

# MILL CREEK HOMEOWNERS' ASSOCIATION RULES AND REGULATIONS

(Modifications by ACC in 2019/2020 are indicated in blue)

In order to carry out the mandates of the Declaration of Restrictions, Covenants, and Conditions, the Articles of Incorporation, and the By-laws of the Mill Creek Homeowners Association, hereafter referred to as "The Association", the Board of Directors has adopted the following Rules and Regulations. These Rules and Regulations have been adopted to more clearly define the intent of the above documents. They are intended to protect health, promote safety, preserve the natural environment, and to promote harmony and tranquility within the development. They will be enforced uniformly to all owners, tenants, and guests. They are designed to affect only those activities of a common nature occurring on common open space and not to regulate the private and personal lives of the members.

The Rules and Regulations are organized under the following broad categories:

1. Tenants
2. Common Open Space
3. General
4. Sanctions

## 1. TENANTS

Any owner of a lot with a home may lease the home and lot to any person without approval by the Association. However, the Association does have the following minimum requirements concerning tenants which must be followed. These requirements are set forth to assist tenants and to involve them in the life of the community and not to adversely affect an owner's right to lease property.

- a. Any owner leasing their home must furnish the name and address of the tenant to the Association. The owner must also furnish the new address of the owner for Association records.
- b. The term of the lease shall not be less than 30 days.
- c. The lease form shall have a clause which states that the tenant shall abide by the Rules and Regulations, and the Architecture and Landscape Guidelines of the Association. The tenant also assumes responsibility for guests using Association property.
- d. The owner shall assume all responsibility for actions of tenants and guests. Therefore, a copy of the Rules and Regulations, and the Architecture and Landscape Guidelines shall be furnished by the owner to the tenant with the lease.

## 2. COMMON OPEN SPACE

The wooded and natural open spaces are intended for the quiet and peaceful use of the owners, residents, and guests. The intent is to preserve these areas for the enjoyment of the members. The following regulations are designed to protect the trees, bushes, plants, animals, birds, and others from harm or molesting by persons or pets.

- a. The carrying or discharge of any firearms on common property is prohibited except for those specifically conducted by the Association. Firearms shall include rifles, shotguns, revolvers, air pistols, pellet guns, air guns of all kinds, bows and arrows, crossbows, traps, and snares.
- b. Firecrackers and fireworks are not permitted.
- c. Trees, bushes, and shrubs shall not be defaced or cut down. The Association shall provide for necessary maintenance as needed.
- d. Open fires, burning charcoal or other flammable material is not permitted without express written approval from the Association.
- e. Owners of pets are responsible for their actions on the open space. They shall be under

control at all times so as not to bother, endanger, or be a nuisance to animals, birds, or persons using the open space.

- f. No littering or depositing of refuse or grass clippings is permitted on the open space.
- g. No motorized vehicles of any type are permitted on the open space including those as small as motor bikes or go-carts.
- h. No swimming permitted in water areas, if any. The use of this area limited to owners, tenants, and their accompanied guests.
- i. The landscaped entrance ways and signs at the entrances to The Properties are maintained by the Association. No cutting is permitted of the plant material, no signs may be placed on the property, and no defacing of the property sign or alterations to it are permitted. The adjacent fence and landscaping areas will also be maintained by the Association.

### 3. GENERAL

These Rules and Regulations apply throughout the community and are intended to promote the peaceful and tranquil lifestyle intended in the development of The Properties. These rules and regulations are intended to permit freedom, while at the same time, protect privacy and enhance property values. The following are set forth with the above principles as a base.

- a. Pets are permitted as provided in the Declaration. However, the right to own and maintain a pet carries with it the responsibility to accept liability for actions by pets. The following rules apply to pets in The Properties.
  - 1. Dogs and cats may not run loose.
  - 2. Dogs and cats must be walked with a leash or under strict voice control within a distance of a leash.
  - 3. Dogs kept outdoors in a pen may not disrupt the neighborhood by continuous barking.
- b. Motor vehicle laws of the State of Texas and the City apply to all roads in The Properties. These roads are used by pedestrians, bicycles, and motor vehicles. Therefore, drivers are urged to use caution. In order to provide safety, the Association will inform the City of repeated speeding or dangerous driving to assist in the protection of the community.
- c. Trash and garbage shall be in containers with a lid or strong plastic bag to stop animals and insects from entering, spreading litter or causing a health hazard. The containers shall not be left out in front yards for over 24 hours so as to be unsightly.
- d. Emergency auto repair or infrequent scheduled maintenance on motor vehicles performed in the rear driveway of one's residence is acceptable. Such repair or maintenance work shall not be performed on any street in The Properties, nor shall such work be performed on any unpaved area of any lot located in The Properties. Other automobile repairs which constitute more than scheduled maintenance items is disruptive of the quiet and peaceful goals of Mill Creek Phase I and it shall not be permitted.

### 4. SANCTIONS

In the spirit of community, it is anticipated that these rules and regulations will be followed and adhered to by residents of Mill Creek. The Association may remind residents of these rules and regulations from time to time for those who forget. However, willful or flagrant violations, and violations by persons who repeatedly violate these rules and regulations will be subject to fines or sanctions or both as determined by the Board of Directors.

Unless otherwise provided herein, any single fine imposed pursuant to the provisions of this Policy may not exceed \$500.00 as determined by the Board of Directors. If an Owner fails to respond and/or commence reasonable efforts to comply by remedying or curing the violation within 14 days after written notice, an Initial Fine of not less than \$50.00 may be imposed for failure to do so. In the event the Owner fails to

respond and/or commence reasonable efforts to comply by remedying or curing the violation within 14 days after the Initial Fine, additional fines may be imposed as follows:

Curable Violation	Fine
Written Notification to delivered to Homeowner	\$0.00
Initial Fine (at least 14 days after Notification)	\$50.00
Second Fine (at least 28 days after Notification)	\$100.00
Third Fine (at least 42 days after Notification)	\$200.00
Fourth Fine (at least 56 days after Notification)	\$400.00
Subsequent Fines (beginning on the first day after the Fourth Fine is assessed and Homeowner is notified in writing of Fourth Fine)	\$100.00 per day until cured.

If an Owner takes action to cure a violation, the Owner shall continue to diligently pursue such efforts until such time as the Owner's property is in compliance. If the Owner ceases its efforts to comply for an unreasonable period of time, additional fines may be assessed in accord with this provision. For purposes of this section, written notices required or permitted to be given or served under this provision shall be in writing and shall be deemed to have been duly given or made if: (a) delivered in person or by courier (e.g., Federal Express), (b) deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, or (c) sent by electronic mail or facsimile and addressed to the intended recipient at the e-mail address and/or the facsimile number maintained in the Association's official records.