

RULES AND REGULATIONS

FOR

**ROBSON RANCH DENTON
RESORT COMMUNITY**

September 1, 2015

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ADDENDA

- Request for a Hearing to Appeal Citation
- Estate Sale Permit Application
- Associate Membership Form

ARTICLE I. GENERAL

On November 07, 2000, Robson Denton Development, LP, an Arizona limited partnership, as Declarant (the "Developer"), recorded that certain Declaration of Covenants, Conditions and Restrictions of Robson Ranch Denton Resort Community in the Official Records of Denton County, Texas, as Document NO. 2000-R0108396, Vol. 4713, Pg. 1270 (as amended from time to time, the "CC&Rs") on certain real property located in Denton County, Texas. The CC&Rs were recorded in order to provide for the development of a planned community to be known as "Robson Ranch Denton Resort Community" or "Robson Ranch". Robson Ranch Denton HOMEOWNERS Association, Inc. (the "HOA"), was formed for the purposes set forth in the CC&Rs.

Pursuant to the CC&Rs (including without limitation Section 5.3 and 15.1), these Rules and Regulations (the "Rules") have been prepared and adopted by the Board of Directors of the HOA (the "Board") to aid in the governing of the HOA and to promote the health, safety, and welfare of the members. These Rules supplement the CC&Rs, Articles and Bylaws to provide for the use of the common areas and facilities, personal conduct in Robson Ranch and the establishment of penalties for infractions; and are intended to promote the maximum use, enjoyment and safety by the maximum number of residents of all recreational and social facilities in the community. Use of any of the facilities other than the golf course and restaurant is limited to Homeowners, Residents, Guests, and Tenants.

These Rules shall be binding on all the Homeowners, Residents, Guests, Tenants, Robson employees, contractors, subcontractors, and vendors when they are present on Robson Ranch Property. The Board has adopted these Rules and has the authority to repeal or amend the Rules in the future.

ALL MEMBERS UNDERSTAND THAT BY A MAJORITY VOTE OF THE BOARD, THE HOA MAY, FROM TIME TO TIME, SUBJECT TO THE PROVISIONS OF THE CC&RS, ADOPT, AMEND AND REPEAL THESE RULES AND THAT ALL MEMBERS WILL BE REQUIRED TO COMPLY WITH ANY AND ALL SUCH AMENDMENTS TO THESE RULES.

The Robson Ranch Patrol will assist in monitoring the day to day compliance with the CC&Rs and these Rules. The property is located within the city limits of Denton. The city police may be called to handle law violations. All Homeowners, Residents, Tenants, Guests, Robson employees, contractors, subcontractors, and visitors are obligated to obey all federal, state, city and HOA laws, rules and Vehicle regulations while in Robson Ranch.

Property belonging to the HOA is not to be removed from the facilities without the prior permission of the HOA. The maintenance areas are off-limits to Homeowners, Residents, Guests, and Tenants, unless accompanied by an authorized employee.

The HOA is not responsible for the loss of anyone's person property from the facilities. Smoking is not permitted within any of the Robson Ranch community buildings at any

time. This includes e-cigarettes. Firearms are not permitted within any of the Robson Ranch community buildings except when carried by certified law enforcement officers.

The Board encourages MEMBERS to offer suggestions on ways that Robson Ranch can be improved. Suggestions may be directed to the Board, the General Manager, or to any committee designated for that purpose. Suggestions should be made in writing and signed by the HOMEOWNER. They will receive prompt attention by the Board and/or the appropriate committee or staff.

To the maximum extent permitted by law, the HOA may, at any time and without notice, deny permission to any non-resident to use any community facility.

The Board may make exceptions to these Rules.

ARTICLE II. CODE OF CONDUCT

The Board, in order to identify responsibilities of Owners, Residents, Guests, Tenants, Robson employees, contractors, subcontractors, and vendors when using Robson Ranch facilities and common areas, has established the following Code of Conduct. To protect the ambience for all those who enjoy Robson Ranch, the following actions are prohibited:

- A. Use of loud, profane, indecent or abusive language, physical abuse, threats or harassment.
- B. Actions which result in unsafe conditions or practices, uncivil and discourteous manners, willful misconduct, or actions which unfairly or unreasonably impair the rights and privileges of other users.
- C. Interference with staff functions, procedures, or discipline of the staff.
- D. Soliciting, door-to-door or otherwise, for any purpose, including for political campaigns is not permitted in Robson Ranch. This includes the throwing of fliers and samples on driveways.

Violations of these or any other rules of Robson Ranch may result in disciplinary actions, as provided in Article IV.

ARTICLE III. PURPOSE AND SCOPE

Section 1. Purpose

These Rules are a supplement to the CC&Rs and provide policies for the use of the common areas, for the personal conduct of Owners, Residents, Guests, Tenants, Robson employees, contractors, subcontractors and vendors.

Section 2. Effective Date

These revised Rules shall be effective on the date set forth on the cover and the footer of each page. Any subsequent amendments shall be effective as of the date they are approved by the Board unless a later effective date is established. These Rules may be amended or repealed in whole or in part by a vote of the majority of the Board.

Section 3. Official Copy of the Rules and Regulations

The Board shall maintain a current and accurate set of the Rules, which will be available for inspection by Owners, Residents, Guests, Tenants, contractors, and all others who lawfully use any of the Robson Ranch common areas.

Two additional documents - The Facilities Use Handbook and the Golf Handbook - provide additional detail on the operational requirements for individual facilities and the Golf Course. The Facilities Use Handbook specifically describes requirements and limitations for the use of individual facilities and is available for inspection at the HOA office, the Cimarron Sports Center, and the HOA website. The Golf Handbook documents the operational requirements related to the operation of the golf course, the use of the golf carts, and play rules specific to this course. The Golf Handbook is available for inspection in the HOA office, the Golf Pro Shop, and the HOA website.

These handbooks are supplements to the Rules in this document.

Section 4. Definitions

All terms defined herein shall at all times have the same definition as set forth in the CC&Rs. If any such definition is changed in the CC&Rs the same change shall automatically be incorporated herein.

- A. **"Associate Member"**: shall have the meaning set forth in Section 7.3.1 of the CC&Rs and discussed in Article XIV, Section 3 below.
- B. **"Commercial Vehicle"**: shall mean any car, truck, trailer, tractor, recreational Vehicle or combination thereof which has lettering visible to the public and advertises any business or for-profit organization; or any Vehicle used for business or commercial purposes, which is too large to be housed in an existing garage. Vehicle with an attached commercial license plate, regardless if the Vehicle has lettering visible or not, will be considered a Commercial Vehicle.
- C. **"Common Area and Common Areas"**: shall have the meaning set forth in Section 1.19 of the CC&Rs which states: "(1) all Association Land; (2) unless otherwise indicated in this Declaration or in a recorded instrument executed by Declarant, all land within Robson Ranch Denton Resort Community that Declarant makes available for use primarily by Members of the Association, but not after Declarant ceases to make such land available for use primarily by Members of the Association; (3) all land with Robson Ranch Denton Resort Community that

Declarant indicated on a recorded subdivision plat or Tract Declaration is to be used for landscaping, drainage and/or the flood control or other purposes for the benefit of Robson Ranch Denton Resort Community and/or the general public and is to be transferred to the Association or dedicated to the public or a municipality or other governmental unit or agency at a future time, but only until the land is so dedicated, unless specifically specified otherwise in the dedication or as specified pursuant to clause (6) below; (4) all land or right-of-way easements within Robson Ranch Denton Resort Community that are dedicated to the public or a municipality or other governmental unit or agency, but that the governmental unit or agency requires the Association to maintain or that the Association agrees to maintain; (5) areas on a Lot or Parcel within easements granted to the Association or its Members for the location, construction, maintenance, repair and replacement of a wall, pursuant to an easement granted or created on a recorded subdivision plat or Tract Declaration or by a deed or other conveyance accepted by the Association; and(6) any other areas with respect to which the Association has assumed in writing administrative or maintenance responsibilities, whether or not such areas are located on a Lot or Parcel.

- D. **"Declarant"**: shall have the meaning set forth in Section 1.23 of the CC&Rs which states: "Robson Denton Development, LP, an Arizona limited partnership, whether acting in its own capacity or through a trustee, and its successors and assigns. Any assignment of all or any portion of Declarant's rights and powers shall be made by a recorded instrument executed by the assignor. An assignment of any of the rights, privileges, or immunities of Declarant shall constitute only a sharing of the assigned interest with the assignee and shall not be construed or deemed to deprive Declarant of any of its interests hereunder or to diminish them in any way."
- E. **"Family"**: includes parents, parents-in-law, sons, daughters, sons-in-law, daughters-in-law, brothers, sisters, brothers-in-law, sisters -in-law, and grandchildren of the property OWNERS in Robson Ranch.
- F. **"Guest"**: a non-resident friend, relative or invitee of an Owner, Associate Member, or Tenant, who is visiting Robson Ranch at the personal invitation of, and with specific knowledge and sponsorship of the same.
- G. **"Homeowner"**: Shall have the same meaning as the term Owner, as defined in Section 1.39 of the CC&Rs. See Below.
- H. **"Intersection Visibility Triangle"**: means a triangle sight area at all intersections which shall include that portion of public right-of-way and any corner lot within a triangle formed by a diagonal line extending through points on the two (2) property lines a designated distance from the street corner intersection of the property lines or that point of the intersection of the property lines extended and intersecting the curb-lines.
- I. **"Member"**: shall have the same meaning set forth in Section 1.37 of the CC&Rs which state: "any person holding Membership in the Association pursuant to this Declaration.

- J. **"Overnight Parking"**: shall be considered to be during the time period between 2 a.m. and 6 a.m.
- K. **"Owner"**: shall have the meaning set forth in Section 1.39 of the CC&R's which states: "the record holder of the fee simple interest of any Lot or Parcel, but excluding those who hold title merely as security. "Owner" shall not include a lessee or tenant of a Lot or Parcel. If fee simple title to any Lot or Parcel is vested or record in a trustee under a deed of trust, legal title shall be deemed to be in the trustor. An Owner shall include any person who holds record title to a Lot or Parcel in joint ownership with an undivided fee interest in any Lot or Parcel."
- L. **"Resident"**: shall have the meaning set forth in Section 1.43 of the CC&Rs which states: "(a) each Owner, tenant or lessee actually residing on any part of the Assessable Property; and (b) Members of the immediate family of each Owner, tenant and lessee actually living in the same household with such Owner, tenant or lessee on any part of the Assessable Property."
- M. **"Tenant"**: is a person who has rented or leased a HOMEOWNER's house and is residing in that house.
- N. **"Vehicles"**: include, but are not limited to, the following: automobiles, bicycles, campers, golf carts, motorcycles, motorhomes, recreational vehicles, tractors, trailers and trucks.
- O. **"Visible from Neighboring Property"**: shall have the definition set forth in Section 1.54 of the CC&Rs.

ARTICLE IV. ENFORCEMENT

Section 1. General

- A. The enforcement rights set forth in this Article IV are in addition to, and not in lieu of, any other enforcement rights set forth in the CC&Rs or the Architectural and Landscape Guidelines (the "ALC Guidelines"). The provisions of this Article IV are not intended to address the failure to pay assessments pursuant to the CC&Rs.
- B. Any authority granted to the Board under these Rules may be exercised by a majority of the members of the Board consistent with the Bylaws. By resolution of the Board, the Board may appoint a designee or one or more committees, including without limitation the Rules Compliance Committee (the "RCC"), and may grant such committee or designee authority to administer all or any portion of these Rules. The RCC may be granted authority to determine compliance with these Rules and make recommendations to the Board regarding amendments to these Rules. If the Board appoints the RCC, the Board shall reserve the right to review any action or recommendation of the RCC.

- C. The Board also may appoint a designee (the "General Manager") who will be involved in the day-to-day administration and enforcement of these Rules. The Board may, in its discretion, authorize the General Manager or any other Board designee to perform any right or obligation granted herein to the Board. The Board or its designee has the discretion to waive temporarily any rule contained in this document based on the safety, health, and welfare of the Community. If the Board appoints the General Manager or any other Board designee, the Board shall reserve the right to review any action or recommendation of the General Manager or any other appointed Board designee.
- D. The HOA, the General Manager, the Robson Ranch Patrol, the Rules and Compliance Committee ("RCC") and, with respect to the ALC Guidelines, the Architectural and Landscape Committee, and their respective agents, shall have the right to issue citations for violations of these Rules, the CC&Rs and the ALC Guidelines.

Section 2. Penalties

- A. In addition to any penalties set forth in the CC&Rs or the ALC Guidelines, penalties for citations may include, but are not limited to, reasonable monetary fines, suspension of the right to use recreational facilities and correction of the violating condition at the violator's expense.

Monetary fines for infractions not spelled out in succeeding paragraphs are as follows:

- 1st Offense: Written warning*
- 2nd Offense: \$25 fine
- 3rd Offense: \$50 fine
- 4th Offense \$100 fine
- 5th or More Offence during 6 month period beginning with the first violation: The RCC will refer the matter to the Board for action, which action may include without limitation additional fines and/or suspension or revocation of privileges as determined by the Board in its discretion.

- B. All Moving Violations:

- 1st Offense: Written warning*
- 2nd Offense: \$50 fine
- 3rd Offense: \$100 fine
- 4th or More Offense during 6 month period beginning with the first violation: The RCC will refer the matter to the Board for action, which action may include without limitation additional fines and/or suspension or revocation of privileges as determined by the Board in its discretion.

C. Parking Violations:

1. Parking in a fire lane, in front of a fire hydrant, in a handicap space, or illegally parking a commercial Vehicle:

1st Offense: Written warning*

2nd Offense: \$150

3rd Offense: \$300

4th or More Offense during 6 month period beginning with the first violation: The RCC will refer the matter to the Board for action, which action may include without limitation additional fines and/or suspension or revocation of privileges as determined by the Board in its discretion.

2. Other Parking Violation:

1st Offense: Written warning*

2nd Offense: \$25

3rd Offense: \$50

4th or More Offense during 6 month period beginning with the first violation: The RCC will refer the matter to the Board for action, which action may include without limitation additional fines and/or suspension or revocation of privileges as determined by the Board in its discretion.

3. Parking of Recreational Vehicles:

1st Offense: Written warning*

2nd Offense: \$150

3rd Offense: \$300

4th or More Offense during 6 month period beginning with the first violation: The RCC will refer the matter to the Board for action, which action may include without limitation additional fines and/or suspension or revocation of privileges as determined by the Board in its discretion.

* Pursuant to the terms of Section 209.006(b)(2)(A) of the Texas Property Code, the Member/Owner will be issued a written warning entitling them to a reasonable period (as set forth on the permit) to cure the violation and avoid the fine or suspension unless the owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months.

- D. This fine schedule is based on a 6 month period starting with the first violation. Privileges, as set forth above, shall mean the right to suspend the voting rights of any Member/Owner and to suspend the right of any Member (and any Qualified Tenant or Guest claiming through the Member) to use the Common Area recreational facilities.

- E. The above fines and remedies are not intended to, and shall not be deemed to limit any other rights and remedies available at law or in equity to the ALC, the RCC,

and the HOA, the Developer or any other person. The above fines are to be imposed only after notice and opportunity to be heard and compliance with the other requirements of Section 209 of the Texas Property Code (as such statute may be hereafter amended or revoked).

- F. Unless an appeal is timely filed, payment of fines shall be made, on or before the 30th day after the homeowner receives the Notice of Citation (referenced in Section 3 below) at the HOA Office or mailed to:

Robson Ranch Denton Homeowners Association
9428 Ed Robson Circle
Denton, Texas 76207

Section 3. Notice of Citation

A Notice of Citation shall be issued to the violator within a reasonable time after the infraction is discovered. Whether or not the Notice of Citation is left with the Violator, on the violator's vehicle or at the violator's residence (if applicable), in accordance with Section 209.006 of the Texas Property Code, a Notice of Citation shall be sent to the applicable Owner, Resident, or Tenant by certified letter, with return receipt requested, that specifies:

- A. The violation or complaint that is the basis for the fine or other remedy stated and reference the rules(s) and/or CC&R section(s) violated;
- B. Any fine or amount due and/or remedy stated by the association from the Owner, Resident, or Tenant;
- C. Unless the Owner, Resident, or Tenant was given notice and a reasonable opportunity to cure a similar violation within the preceding six months, the current citation must inform the Owner, Resident, or Tenant that the Owner, Resident, or Tenant shall have a reasonable period to cure the violation and avoid the fine or suspension;
- D. Owner, Resident, or Tenant may submit, on or before the 30th day after the Owner, Resident, or Tenant receives the notice, a written request for a hearing before the RCC; and
- E. Owner, Resident or Tenant has the right to appeal the RCC's hearing decision to the Board by written notice to the board.

Section 4. Enforcement - Non-Residents

Non-residents (guests, visitors, Robson employees, contractors and subcontractors) are required to comply with these rules including penalties. If the offense warrants, a possible revocation of the privilege of entering Robson Ranch may result.

Section 5. Appeals to the RCC

A. If an individual appeals a citation to the RCC, the appeal shall be conducted by the RCC in accordance with the following procedures:

1. Individual has until thirty (30) days from the date of receipt of the Notice of the Citation to appeal to RCC.
2. Appeals must be in writing and turned in to the HOA Office no later than the thirty day time period set forth above. (See Addendum for the Form to be used: Hearing to Appeal Citation. This Form can also be printed from the HOA website or picked up at the HOA office in the Clubhouse.)
3. RCC will hear appeals at its regular meeting time. (At present, this is the 2nd Thursday of each month.) If unable to handle all appeals at regular meeting time, RCC may set an additional time to hear any unheard appeals. Notwithstanding the foregoing, the RCC shall hold the hearing not later than the 30th day after the date that the RCC receives the Owner, Resident, or Tenant request for a hearing and shall notify the Owner, Resident, or Tenant of the date, time, and place of the hearing not later than the 10th day before the date of the hearing.

The Board or the RCC may request a postponement, and, if requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties.

4. The Owner, Resident, or Tenant presence is not required to hold a hearing. The hearing shall be open unless the violator has requested a closed hearing.
5. The violator and Patrol Officer involved may present a verbal explanation at the appeals hearing and then must leave during deliberations.
6. The violator may have additional individuals testify at the hearing only to the extent that they have relevant information pertaining to the particular citation in question.

B. RCC will deliver a decision, in writing, within a reasonable time after deliberations. The notice shall specify the RCC's decision regarding the appeal and shall state that the individual has the right to appeal the decision of the RCC, in writing, directly to the Board.

Section 6. Appeals to the Board

A. Appeals to the Board of RCC's decision must be in writing and received by the Board within thirty (30) days of the violator receiving the decision from the RCC.

- B. The Board shall consider written appeals of RCC decisions, including holding a hearing, if requested by the Owner, Resident, or Tenant. Such hearing may be held via telephone conference and shall be subject to such time limitations as established by the Board.
- C. Within a reasonable time (typically 30 days) after considering a written appeal to the Board, the Board will send the Owner, Resident, or Tenant a Ruling Letter by certified mail, with return receipt requested, that specifies:
 - 1. Decision of the Board regarding the appeal;
 - 2. Fine or desired action requested of the Owner, Resident, or Tenant;
 - 3. Consequences to the Owner, Resident, or Tenant of failing to resolve the issue as specified by the Board.
- D. The Board's decision shall be final and binding on all parties.

Section 7. Owner, Resident, or Tenant Notice of Delinquency

- A. If an Owner, Resident, or Tenant fails to pay the fine or take desired action within the time period set forth in the Notice of Citation or Ruling Letters, if applicable, then the Board shall have the right to send the Owner, Resident, or Tenant a Notice of Delinquency by certified mail, with return receipt requested, that specifies action to be taken by the Board including but not limited to:
 - 1. Establish an assessment lien against the Owner's lot; provided the Association's right to foreclose such lien is subject to the limitation set forth in Texas Property Code 209.009;
 - 2. Suspend Owner's, Resident's, or Tenant's right to use recreational facilities on Association common areas;
 - 3. Collect reimbursement of reasonable attorneys' fees and other reasonable costs incurred by the association relating to collecting amounts, including damages, due the Association for enforcing restrictions or the bylaws or rules of the Association, subject to the limitation set forth in Texas Property Code 209.008 (which requires, among other things, prior written notice to the Owner); and/or
 - 4. Collect interest from the date 30 days after the due date until paid at the rate of 18% per annum and such amount shall be subject to the same collection cost and interest rate terms on delinquent assessments as provided in Sections 7.10 and 12.2 of the CC&Rs.
- B. If a non-resident fails to pay the fine or take desired action within 30 days of receiving the Notice of Citation or Ruling Letters, if applicable, the Board shall have the right to send the non-resident a Notice of Delinquency by certified mail,

return receipt requested, that specifies action to be taken by the Board including, but not limited to, revocation of the privilege of entering Robson Ranch.

ARTICLE V. TRAFFIC REGULATIONS

Section 1. Purpose

In striving to maintain the safety of Robson Ranch residential areas, the following traffic regulations are for the protection and well-being of all Robson Ranch residents and their guests. The regulations pertain to the handling of all Vehicles. (See definition of "Vehicles.")

Section 2. Registration of Vehicles

All licensed Vehicles garaged at Robson Ranch must be registered with the HOA office. The individual registering the Vehicle must be an Owner, an Associate member or a Tenant with a valid Robson Ranch Identification Card. Once registered, a Robson Ranch numbered sticker will be issued. The decal is to be placed where it will be visible on the upper left inside windshield of driver's side of the Vehicle.

- A. Golf carts should be registered with the HOA office. A decal will be issued to be displayed on the lower right hand corner of the windshield.
- B. Contractors and subcontractors will be issued a dated "Contractor Pass" which is to be placed where it will be visible on the dashboard of their Vehicles. Subcontractors must provide contractor identification to obtain a dated pass.
- C. If an Owner, Resident, or Tenant's vehicle is sold or the Resident wants to un-register a vehicle, the Robson Ranch numbered decal must be removed from the vehicle. The Resident must turn in the removed decal to the HOA Office or use the same decal on the new vehicle and provide the HOA office with the new vehicle information.

Section 3. Moving Violations

A. Speed Limits

The speed limit throughout Robson Ranch is 20 miles per hour unless otherwise posted.

B. Golf Cart Paths

Only golfers who have checked in at the pro shop, or who have been approved to play golf, will be allowed on the golf cart paths. The only exception for golf cart access will be for official HOA activity.

C. Skateboards

Use of skateboards in Robson Ranch is prohibited.

D. Golf Cart Operation

Each golf cart operator must have a valid driver's license in his or her possession.

E. Failure to Obey STOP Signs

It is a violation for any Vehicle not to stop at a STOP sign. The Vehicle must come to a full stop prior to proceeding into the intersection. Vehicles and pedestrians within the intersection have the right-of-way. When two Vehicles arrive at the intersection at the same time, the Vehicle on the right has the right-of-way.

F. Sidewalks

Sidewalks are for pedestrians (walkers, joggers and runners) and bicycles, with pedestrians having the right-of-way. No golf carts are allowed on common area sidewalks, except those that are expressly marked for golf cart use. In these instances where golf carts can use sidewalks, pedestrians have the right-of-way.

Section 4. Vehicle Violations

A. Parking Citations may be issued:

1. If a Vehicle is parked in a Fire Lane. Except for the purpose of discharging or taking passengers, it is a violation to park a Vehicle in any area designated as a Fire Lane. The Vehicle may not be left unattended in these areas.
2. If a Vehicle is parked on other than paved surfaces on private property. It is also a violation to drive or park a Vehicle on a vacant lot within Robson Ranch, except for Vehicles of Declarant and its contractors and subcontractors.
3. If any Vehicle with a commercial logo used by a resident on a regular and recurring basis is parked in a driveway overnight.

B. Overnight Driveway Parking

Parking space intended for a licensed motorized four-wheeled Vehicle in the garage is not to be used for storage or a workshop. A motorized four-wheeled Vehicle is defined as an automobile, truck or registered golf cart ONLY. (An exception may be made for motorcycles.) Boats on or off trailers, pulled trailers and ATV's do not meet the criteria as a motorized four-wheeled Vehicle. In accordance with Section 4.2.22 of the CC&R's, overnight parking in a driveway is temporary and may be permitted if authorization from the HOA or the Patrol has been obtained and the following conditions are met:

1. TWO-CAR GARAGE: There must already be two licensed motorized four-wheeled Vehicles parked in a two-Vehicle garage, one of which may be a registered golf cart.
2. TWO-CAR GARAGE EXTENDED: There must already be two licensed motorized four-wheeled Vehicles parked in a two-Vehicle extended garage, one of which may be a registered golf cart.
3. THREE-CAR GARAGE or EXTENDED THREE-CAR GARAGE: There must already be three licensed motorized four-wheeled Vehicles parked in a three-Vehicle or three-Vehicle extended garage, one of which may be a registered golf cart.
4. Exit or entry is not possible when two Vehicles are parked in a two-car garage or three Vehicles are parked in a three-car garage, providing that exit or entry is not prevented by the placement of equipment, power tools, work benches, cabinets, storage boxes, etc.
5. The Vehicle authorized to park in the driveway is a car, van, registered golf cart, or pick-up truck of 3/4 ton or less, and may be parked on the driveway only if it is used on a regular and recurring basis for basic transportation. Consistent with Section 4.2.20 of the CC&R's, the height of the Vehicle must not exceed seven feet, and the length must not exceed 18 feet. Any pick-up (truck) over 18 feet will be authorized only if the length is factory standard. Any Vehicle parked in the driveway may not extend into the street or block a sidewalk. Any Vehicle modified that cannot be parked in the garage will not be authorized. Resident may only have one Vehicle authorized to be parked in the driveway.
6. The Owner, Resident, or Tenant may contact Patrol to arrange a time within normal business hours, to conduct a garage inspection to ensure that required conditions are met prior to permitting extended (up to 6 months) overnight parking in a driveway. After the permitted period, the Owner, Resident, or Tenant will be subjected to the penalties according to Article IV., Section 2.C.2 of these Rules and Regulations.

The Board or the Patrol will have the right to reevaluate overnight driveway parking authorizations every 6 months, including without limitation, the right to inspect the Owner, Resident or Tenant's garage to insure proper usage. The rights set forth in this paragraph are not intended to limit the right of the Patrol or Board to cite an Owner, Resident, or Tenant, or revoke authorization for improper usage at any time.

C Parking in Areas Not Striped for Parking

1. All paved parking lots have been marked with paint stripes to designate parking spaces for either autos or golf carts only.
2. It is a violation to park in an area not striped for parking. Autos and trucks may not park in designated golf cart spaces (narrow spaces too small for cars).

3. Parking two golf carts side by side in a parking space striped for cars is permitted.
- D. Parking in a Space Reserved for the Handicapped
1. It is a violation to park in a space reserved for the handicapped unless a handicapped license plate or a handicapped permit is displayed.
 2. It is a violation for a person who is not handicapped to park a handicapped licensed Vehicle in a handicapped space if a handicapped person is not being transported.
 3. Vehicles may not be parked on diagonally striped lines between handicapped parking spaces.

E. Parked in an Unsafe Location

1. Parking in an unsafe manner or location that hinders the view of drivers approaching an intersection, or hinders the ability of drivers to drive in a safe manner is a violation.

F. Parking near a Fire Hydrant

1. Vehicles may not be parked within 15 feet of a fire hydrant. Refer to Denton Ordinance Code Chapter 18, Article IV, Division 3, Section 18-136 and 18-143.

G. Parking near an intersection

1. All Vehicles, with exception of those listed in Article IV Sections 7, 8, and 9 (RVs, Trucks, Campers, Trailers, Commercial Vehicles must be parked at least 15 feet from the stop sign location on both sides of the street. No Vehicle will be parked within the intersection visibility triangle as to block the view of a traffic sign. Refer to Denton Ordinance Code Chapter 18, Motor Vehicles and Traffic, Article VII (View and Passage Obstructions) Sections 18-196 and 18-197.

Section 5. Overnight Street Parking

Overnight parking on the street in front of an Owner's, Resident's, or Tenant's residence or on the street in front of a neighbor's residence is not permitted except on special occasions with the prior approval of the Patrol. For special events and service Vehicles, parking is allowed on the street, so long as the Vehicles do not remain overnight.

Section 6. Overnight Guest Parking

Two white magnetic Guest Passes are issued to each homeowner residence to be used only by temporary guests for overnight driveway parking. These are not to be used for the

Owner, Resident, or Tenant's own Vehicles. If guest pass is lost, stolen or misplaced, replacements may be purchased from the HOA office.

- A. Guest Passes are intended only for overnight driveway parking and should be removed whenever the Guest moves his/her car.
- B. Guest Passes should be placed on the back of the Vehicle so they are easily visible from the street.
- C. If the Guest Pass will not adhere to the back of the Vehicle, place it on the driver's side as close to the back as possible. If there is not a place where the Guest Pass will adhere, call Patrol (940-465-7303).
- D. The Guest Pass does not allow street parking at any time without permission from Patrol.

Section 7. Recreational Vehicle Special Rules

- A. RV Parked in street or on driveway: For purposes of loading and unloading RV's owned by Robson Ranch Residents and their Guests, RV's may be parked on the street in front of their residence (unless otherwise posted) or on their driveways so as not to extend into the street and not to exceed 48 hours. Cones or reflective traffic triangles must be placed in the front and rear of the RV while parked on the street.
- B. RV must be parked at least 20 feet from the stop sign location on both sides of the street. No RV will be parked within the intersection visibility triangle as to block the view of a traffic sign. (Reference: Denton Ordinance Code, Chapter 18, Motor Vehicles and Traffic, Article VII [View and Passage Obstructions] Sections 18-196 and 18-197).
- C. Guest RV parking: Guest parking will be charged against the Owner's, Resident's, or Tenant's available parking time.
- D. Parking RV in parking lot: It is a violation to park any recreational Vehicle in any designated parking lot overnight.
- E. Sleeping in an RV is prohibited while the RV is parked in Robson Ranch.
- F. There are to be no extensions of slide outs into the street or across any portion of the sidewalk.
- G. Vehicles being towed by an RV and are subject to Article III, Sections 5, 6, and 7B. Vehicles in tow are treated as part of the total RV length for the visibility triangle and cannot extend into the 20 foot area from back of RV to stop sign.

Section 8: Trucks, Trailers, Campers, and Boats Special Rules

- A. Trucks, Trailers, Campers, and Boats parked on street or in driveway: For purposes of loading and unloading only and not to exceed 48 hours, motor Vehicles classed by manufacturer rating as exceeding 3/4-ton, mobile home, motor home, trailer, camper shell, detached camper, boat, boat trailer, cargo trailer, horse trailer, motorcycle trailer or other similar equipment or vehicle owned by Robson Ranch residents or their guests may be parked on the street in front of their residence (unless otherwise posted) or in their driveways so as not to extend into the street or block a sidewalk. Cones or reflective traffic triangles must be placed in the front and rear of the oversized Vehicle while parked on the street. Vehicles included in Section 8A are subject to all the rules in Article III, Sections 6 & 7.
- B. Consistent with Section 4.2.20 of the CC&R's, pickup trucks less than 3/4-ton capacity with camper shells not exceeding seven feet in height measured from ground level and mini-motor homes not exceeding seven feet in height and 18 feet in length that are used on a regular and recurring basis for basic transportation will follow the guidelines for parking as outlined in Article III, Section 4, 5, or 6, as applicable.
- C. Refer to Section 7 for in-depth guidelines for Recreational Vehicles.

Section 9. Commercial Vehicle Special Rules

- A. Commercial Vehicle Parking
 - 1. No contractor or subcontractor, except Declarant and its contractors and subcontractors, may work, park or store any equipment or Commercial Vehicle overnight on any street, parking lot, residential lot, driveway, or common area within Robson Ranch in such a manner as to be visible from neighboring property, including, without limitation, from any street without prior approval from the Patrol.
 - 2. Commercial Vehicles used while doing business in Robson Ranch may be parked while doing business only and may not be parked overnight.
 - 3. The Patrol may make an exception to the rules for moving vans and/or PODS that must stay overnight.
 - 4. Commercial Vehicles must be parked at least 20 feet from the stop sign location on both sides of the street. No Commercial Vehicle will be parked within the intersection visibility triangle as to block the view of a traffic sign. (Reference: Denton Ordinance Code, Chapter 18, Motor Vehicles and Traffic, Article VIII [View and Passage Obstructions] Sections 18-196 and 18-197).

B. Promotional Advertising Parking

1. It is a violation to park any Vehicle within Robson Ranch for the purpose of promoting or advertising a commercial product without the prior written approval of the Board.

Section 10. Visitor Control

All non-resident Vehicles, including visitors, delivery, and construction Vehicles are required to enter Robson Ranch through the main entrances at the guard gates, unless otherwise directed by project management. The foregoing limitation shall not apply to Declarant and its contractors and subcontractors.

Section 11. Gate Control

A. General

It is a violation to enter any outgoing gate at Robson Ranch.

B. Main Gates at Guard House

The gates, when not manned, may be opened by an access code or radio type opener. An emergency number is posted on the keypad by the guardhouse if gates malfunction.

ARTICLE VI. ANIMALS AND BIRDS

Section 1. Pet Control

A. Pets are not allowed at any time:

1. On the golf course;
2. On any of the restricted use areas adjacent to certain drainage ways;
3. In the pool areas; and
4. Inside any of the Robson Ranch community buildings, nor on the patios.

The General Manager may approve exceptions for special events.

B. Additional rules governing pets are set forth in Section 4.22 of the CC&R's.

Section 2. Guide Dogs

Guide dogs are permitted access to any area where the owner is allowed, when accompanied by a handicapped person.

Section 3. Pet Waste

A person in possession of a pet must remove and dispose of any excreta the pet deposits.

ARTICLE VII. OWNERS, RESIDENTS AND TENANTS

Section 1. Residence at Robson Ranch

- A. There will be no hanging or draping clothes, rags, carpets or other paraphernalia visible from neighboring property unless permitted by ALC Guidelines.
- B. Residents whose homes contain fireplaces are required to comply with any regulations by governmental agencies limiting wood burning in fireplaces.

Section 2. Tenants - Rental/Lease Property

- A. All rental or lease agreements within Robson Ranch shall be for a minimum duration of one month.
- B. All rental or lease agreements shall be registered with the Robson Ranch HOA.
- C. Failure of the Homeowner to abide by requirements A and B above may result in a \$100.00 fine or penalty.
- D. Tenants will not be members of the HOA.
- E. If Tenants do not abide by the CC&R's, the Rules & Regulations, The Facilities Use Handbook, The Golf Handbook and the ALC Guidelines, they may immediately lose all privileges otherwise available to them in Robson Ranch.
- F. In order for a Tenant to use Robson Ranch facilities, the Homeowner's membership privileges must have been transferred from the Homeowner to the Tenant in the records of the HOA.

Section 3. Associate Members

- A. If more than two persons reside in the home, each additional Resident residing more than 28 days during a consecutive 12 month period must purchase an annual "Associate Membership" using the application form in the Addenda.
- B. To purchase an annual "Associate Membership", a person must (1) be at least 19 years old or older and reside at Robson Ranch with a Homeowner or Tenant, or (2) be a property owner of a Robson Ranch residence where more than two names appear on the property deed. The annual cost of the Associate Membership is one-half of the cost of the annual assessment paid by the Homeowners pursuant to the CC&R's.

- C. The Associate Membership account will be established on the same semi-annual billing cycle as Homeowners. The first half is due January first and the second half is due July first. There will be no refunds.
- D. An Associate Member with an Associate Member I.D. card, bearing a current expiration sticker, will have the privilege of using any of the available Robson Ranch facilities.
- E. Associate Members may not authorize Guest Passes without the Board's prior approval.
- F. The purchase of an Associate Membership does not entitle the Associate Member to any voting right under the CC&R's.

Section 4. Underage Guests

No person under 19 years of age may reside permanently at Robson Ranch Denton Resort Community. In addition the Board has set a limit to the amount of time anyone under 19 years of age may visit, at any given time, to a maximum of three weeks. Additionally, no such guest under 19 years of age may visit more than six weeks total in one calendar year. (Reference 13.5.3 of the CC&R's).

ARTICLE VIII. OUTSIDE APPEARANCE OF PROPERTY

Section 1. Holiday Decorations

Year-ending holiday decorations and lighting may be installed no earlier than November 1st and must be removed no later than January 15th. Other holiday decorations should be removed within one week after the holiday.

Section 2. Outside Lighting

Outside lighting fixtures must be situated and adjusted so any shining light does not cast an unreasonable amount of light onto neighboring property.

Section 3. Rubbish and/or Debris on Vacant Lots

No rubbish or debris of any kind shall be placed or permitted to accumulate on any vacant lot. These lots are private property and placement of debris on a vacant property is considered trespassing. Individuals found in violation will be held responsible for clean-up costs and may be assessed a fine.

Section 4. Garage Sales

Garage sales, yard sales and driveway sales are not permitted. A community-wide sale may be organized twice a year by a club⁹ or various Residents. Permission must be secured from the HOA.

Section 5. Estate Sales

Estate Sales are permitted involving the death of a Homeowner or following a move to a nursing or assisted living home, resulting in the sale of a home. This is a one time event and the sale may run no more than three consecutive days. An Estate Sale Permit Application (See Addendum) should be submitted to the HOA office at least one week prior to the sale. Approved signage policies must be strictly followed. (See ALC Guidelines section pertaining to signage).

Section 5. Garage Openings

It is in violation of Section 4.2.26 of the CC&R's to leave the garage door open except when necessary for access to and from the garage. Under this rule, Residents may leave their garage doors open while in the process of working in the garage, driveway, or yard and when needing access to the garage to retrieve or return items stored in the garage. Furthermore, for ventilating purposes, garage doors may be left up to one garage door panel or not to exceed 21 inches. (Measurement is taken from the garage/driveway ground to the bottom of the garage door). Garage doors may be left in their UP position from 6:00 am to 10 pm only. Any Owner, Resident, or Tenant found in violation of the one panel (21 inches) requirement may be assessed a fine. The HOA or the Patrol is not responsible for the removal of any animals, domestic or wild, that may wander into the garage when left in the UP position.

ARTICLE IX. CHARTERED RESIDENT GROUPS AND CLUBS

Section 1. Policy

It is the policy of the Board to encourage Resident groups and clubs that use Robson Ranch facilities to become chartered by the signing of the appropriate agreement designated by the HOA. Chartered clubs and Resident groups foster and promote the leisure, social and cultural interest of their members by providing opportunities for all Robson Ranch Residents to maximize their use and enjoyment of common facilities. The benefit of a chartered club is that it will have priority over non-chartered clubs and Resident groups in the booking of facilities. However, by becoming a chartered club, the HOA does not provide any oversight or regulation of such chartered clubs nor does the HOA assume any liability for the actions or inactions of any such chartered clubs or its members.

Chartered clubs may allow non-resident Guest to participate in their activities as long as it is clear that it is not a method of circumventing charter regulations on membership restrictions. The number of non-resident Guests may not exceed the club membership

attending and the same non-resident Guests may not attend on a regular basis if a Homeowner is precluded from participating. The club is responsible for enforcing the rule.

Section 2. Who May Charter

Only those clubs and organizations whose membership is open to Robson Ranch Residents, exclusively, and whose purpose is compatible with the aims of the HOA may charter. Groups who have allegiance to, pay dues to, subscribe to or are identified with an outside organization may charter, providing membership is strictly limited to Robson Ranch Residents.

Section 3. Approval of Bylaws

Every chartered club or chartered Resident group should have Bylaws approved by the membership of that club or group. Organizing under Bylaws enables club and Resident group memberships to operate democratically in choosing their own leaders and instructors and conducting their activities. The Bylaws should specify the name of the organization and provide that the club or Resident group will conduct its business democratically.