

# **NASSAU BAY TOWNHOMES ON THE PARK**

## **POLICY HANDBOOK FOR RESIDENTS**

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## **NASSAU BAY TOWNHOMES ON THE PARK POLICY HANDBOOK for RESIDENTS**

Nassau Bay Townhomes on the Park is a community that combines the functions of government, business and community. The Declaration of Covenants and the By-Laws are the frameworks that authorize the Board to establish Rules and Regulations for the conduct of the Residents at Townhomes on the Park. Those policies are included in the Policy Handbook for Residents and are updated periodically by the Board.

The property owner's association is the designated representative of the owners of property in the Nassau Bay Townhomes on the Park. The membership of the association consists of the owners of the property of the townhomes.

This manual is arranged in alphabetical order, with the exception of the first item – Community Etiquette. The Board of Directors believes mutual respect among all residents is of paramount importance in providing the residents of Townhomes on the Park a quality of life exceeding that of other communities.

### **COMMUNITY ETIQUETTE**

Each Resident will use their Living Unit and the Common Areas in a manner respecting the rights and privileges of other residents. Residents must refrain from conduct that may reasonably be expected to inconvenience, embarrass, or offend other Residents of Townhomes on the Park.

Residents must conduct themselves in a civil manner when dealing with other Residents, the Association's officers, directors, committee members, employees, contractors, and agents.

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## **ABSENCES**

Residents are asked to notify Management of any extended absences planned (i.e. more than 3 weeks). Such notification should include an emergency contact.

## **ASSESSMENTS**

The Board of Directors sets the monthly maintenance assessment for the Nassau Bay Townhomes on the Park to ensure the value of the property. The monthly fees cover the landscaping, lighting and insurance for the common areas and exterior of the buildings, water costs for the common areas as well as individual monthly basic cable fees. In addition, a portion of the monthly fee goes to the reserve account for future maintenance such as replacing roofs, etc. The monthly HOA assessment is payable on the first of each month to the manager. The monthly assessment is subject to change, the Covenants are outdated.

Depending on the resources and needs of the property, an additional assessment may be necessary.

### **ALTERNATIVE PAYMENT SCHEDULES (section 209.0062(b) of the Texas Property Code**

- Owners may enter into a payment plan or alternative payment schedule, provided they have not defaulted on a previous payment plan in the preceding 24 month period. If a default has occurred in the previous 24-month period, then the Board of Directors shall use its discretion as to whether to allow any additional payment plans.
- All payment plans must be in writing using a form promulgated by the Association or its agent or attorney, and signed by the Owner. No partial payments will be accepted without an approved written payment plan agreement. Notwithstanding, any acceptance by the Association of a partial payment from an Owner without a signed payment plan agreement does not in any way indicate acceptance or approval of a payment plan or alternative payment schedule.
- Payment plans shall be no shorter than three (3) months, nor longer than eighteen (18) months. Payment plans will require either a down payment and monthly installments, or equal monthly installments.
- For the duration of a payment plan or alternative payment schedule, and so long as payments are made timely, the Association shall refrain from charging additional late fees or other monetary penalties. However, the Association may charge interest at the rate contained in its governing documents, in addition to costs or fees associated with administration of the payment plan.

**ASSOCIATION RECORDS RETENTION, INSPECTION & PRODUCTION (Sections 209.005(i) and (m) of the Texas Property Code)**

**RECORDS RETENTION:**

1. Certificates of Formation, Articles of Incorporation, Bylaws, restrictive covenants and any amendments thereto shall be retained permanently.
2. Financial books and records shall be retained for at least seven (7) years.
3. Account records of current owners shall be retained for at least five (5) years.
4. Contracts with a term of one year or more shall be retained for at least four (4) years after the expiration of the contract term.
5. Minutes of meetings of the Owners and the Board shall be retained for at least seven (7) years.

**RECORDS INSPECTION & PRODUCTION**

1. An Owner, or a person designated in a writing signed by the Owner as the Owner's agent, attorney or certified public accountant, may make a request to access the books and records of the Association, provided that such Owner or designated agent submit a written request by certified mail, return receipt requested, which contains sufficient detail to identify the records being requested.
2. The Association may require advance payment of the estimated costs of compilation, production and reproduction of the requested information. If such advance payment is required, the Association shall notify the requesting owner in writing of the cost.
3. The Association will respond to the Owner's request in writing within ten (10) business days of the receiving the request. If the Association is unable to produce the information within ten (10) business days, the Association must provide the requestor written notice that: (1) informs the requestor that the Association is unable to produce the information before the 10<sup>th</sup> business day; and (2) states a date by which the information will be sent or made available for inspection to the requesting party that not later than the 15<sup>th</sup> business day after the date of the original response from the Association.
4. Absent a court order or the express written approval of the owner whose records are the subject of the request, the Association will not allow inspection or copying of any records that identify the violation history of an individual owner, an owner's personal financial information, including records of payment or nonpayment of amounts due the Association, an owner's contact information (other than the owner's address), or information relating to an employee of the Association including personnel files.
5. The Association hereby adopts the following SCHEDULE OF CHARGES for the production and copying of records:
  - Copies: \$.10 per page for standard paper copies; \$.50 per page for oversize paper

- Electronic Media: \$1.00 for each CD; \$3.00 for each DVD
- Labor: \$15.00 per hour for actual time to locate, compile and reproduce records (no charge for requests for 50 or fewer pages)
- Overhead: 20% of the total Labor charge (no charge for requests for 50 or fewer pages)
- Miscellaneous: The Association may charge for actual costs incurred in responding to the request, including costs for labels, boxes, folders, postage and/or shipping.

## **CHILDREN**

Young children are allowed to play in the Common Areas under close supervision of a parent or guardian.

## **CLOSINGS AND TRANSFER OF OWNERSHIP – STATEMENTS OF ACCOUNTS**

The Management Office should be notified when marketing the sale or rental of a Living Unit. In the event of a resale of a Living Unit, Management will prepare and provide a resale certificate. Management shall provide any Owner, upon ten days notice, a statement of his or her account, setting forth the amount of any unpaid assessments and other charges due and owing from such Owner. At closing, the purchaser shall prepay to the Association for the two months following the closing.

According to §5.012(a) of the Texas Property Code, a seller of residential real property that is subject to membership in a property homeowner's association and that comprises not more than one dwelling unit located in this state shall give to the purchaser of the property a written notice. An example may be found in the Texas Property Code under this section.

## **COMMON AREAS**

Appropriate attire must be worn when in all Common Areas.

The Common Areas must not be obstructed or encumbered or used for any purpose other than ingress or egress to and from the premises. Storage of any kind is expressly prohibited in the Common Areas.

Owners are responsible for maintenance of all windows and doors in their Units.

Signs, advertisements, signals or illuminations shall not be inscribed or exposed on any window or other part of the building except for security alarm decals.

Rollerblading, bicycling and any game or other activity that creates a nuisance, damages the common property, or disrupts the peace is prohibited.

As Owner, family member, guest, agent, employee, invitee, tenant or other authorized occupant

or visitor of such Owner, who damages any portion of the Common Areas, Limited Common Areas or any Living Unit due to the act or neglect of same, such Owner shall, upon notice and demand reimburse the amounts paid to repair such damage plus 10% to cover the Association's administrative expense.

## **COMMUNICATION**

There are several means of communication available to residents to keep informed including the website ([www.nassaubaytownhomesonthepark.com](http://www.nassaubaytownhomesonthepark.com)), email, and electronic letters from the President of the Board of Directors, and Board meetings that are open to all owners.

## **COMPOSTING DEVICES, RAIN BARRELS, HARVESTING DEVICES, AND IRRIGATION SYSTEMS**

Please refer to section 202.007 and Chapter 204, section 204.010(a)(6) of the Texas Property Code for details. No individual owners' devices will be allowed in the common areas of the Nassau Bay Townhomes on the Park.

## **CONTACT INFORMATION**

On Occasion, Management distributes "Request for Information" forms. These forms ask you for your current home and work telephone numbers, alternate addresses and emergency contact information. The information obtained will be kept strictly confidential and will only be used for Association purposes.

## **COURTYARD/PATIO ETIQUETTE**

Residents shall respect and protect the privacy and serenity of adjoining neighbors *at all times*.

Please refer to the Deed Restrictions and Noise sections for additional information.

## **DEED RESTRICTIONS**

The provisions of this handbook shall be in addition to the Deed Restrictions contained in the Declaration of Covenants, Conditions and Restrictions for Townhomes on the Park, Nassau Bay. In the event a conflict between provisions of this handbook and the Deed Restrictions, the Deed Restrictions shall prevail and this handbook shall be read subject to the provisions of the Deed Restrictions.

No owner shall allow any condition to exist, or fail to exist, or neglect to provide any maintenance, which adversely affects any common fence line. No addition of a temporary or permanent nature (i.e. plant hangers or planter boxes) weighing more than 20 pounds shall be added to the existing fence.

No additions of a temporary or permanent nature (i.e. plant hangers, planter boxes, statuary, fountains and ornaments) which extend past the top line of the existing fence will be allowed



unless prior approval has been granted by the Association.

No alternations in height or in color may be made to the common fences without prior approval of the Association.

No in-ground additions such as ponds, spas or large trees will be allowed as each courtyard is equipped with both an underground drainage system and underground electrical service. Any homeowner's vegetation that causes damage will be responsible for the cost of any repairs or replacement.

No dirt or plant beds shall be built up along the bottom of the common fence lines that could cause the fence to bow or rot.

Any patio furniture or equipment exceeding six feet in height shall be of earth tone colors only and be in good, clean condition at all times.

No courtyard, patio structures or breezeways shall be constructed or erected without the prior written approval of the Association.

All exterior portions of each Living Unit (including draperies, window frames, sliding doors, etc.) must conform to the building standard. The color of any draperies, curtains and other window treatments with any Living Unit and visible from the exterior of such Living Unit shall be neutral in color i.e. white or off-white. No interior window treatments shall be permitted if the Board determines that such treatments are an unsightly detraction from the exterior appearance of the Building.

The windows of each Living Unit are Common Areas and are the responsibility of the individual Owners and must be repaired or replaced by the Owner or resident. No windows may be removed, replaced or fitted with window film without the express written permission of the Association.

The front doors of Living Units must conform to the building standard unless otherwise approved in advance by the Board. An Owner may not decorate or customize the exterior of such Owner's front door, other than reasonable, seasonal decorations in keeping with the Association's standards. No awnings, shades or shutters shall be erected over and/or outside any windows, and/or patios appurtenant to any Living Unit, and no exterior doors shall be removed, replaced or changed in any way, without the prior written consent of the Association.

Any alterations to the outside of a building must be approved in writing by the architectural committee.

#### **ELECTIONS AND MEETINGS (section 209.0051 of the Texas Property Code)**

All Board meetings are open to owners. Notices of meetings and agendas are posted in the common area near the mailboxes and are also emailed to all owners who have registered their email address with the HOA.

In addition to the Board meetings, there is also an annual meeting for all owners that includes the election of Board members.

Please review the By-Laws for information regarding the election of Board members. All owners will be given notice of an HOA-wide election or vote at least 10 days prior to the meeting.

## **EMERGENCIES**

In case of a FIRE:

If you see smoke, flames or smell something burning, immediately:

1. Call the Fire Department, dial 911
2. Isolate the fire if possible by closing the door
3. Evacuate the building
4. Follow the Fire Department directions

The Association may enter a Townhome Unit in case of an emergency originating in or threatening the Townhome Unit, other Townhome Units, Common Areas or Limited Common Areas, whether or not the Owner is present at the time. This right of entry may be exercised by the Association's Management, directors, officers, agents, and employees, and by all police officers, firefighters, and other emergency personnel in the performance of their respective duties.

Also, the Association may enter a Townhome Unit to perform installations, alterations, or repairs to the mechanical, electrical, or utility services which, if not performed, would affect the use of other Townhome Units or the Common Areas; provided that, if possible, requests for any entry shall be made in advance and at a time convenient to the Owner.

In case of an emergency, the right of entry is immediate and if the Owner refuses to provide entry, the Owner is liable for the cost of repairs to the Townhome Unit or Common Areas caused by the Association's chosen method of access under such circumstances.

## **ENFORCEMENT POLICIES**

**THE ASSOCIATION ENCOURAGES OWNERS TO HANDLE COMPLAINTS IN A COOPERATIVE MANNER. USUALLY, A POLITE REQUEST TO CORRECT THE VIOLATION SUCCEEDS.**

Any complaint that alleges any violation of the Association's Declaration, By-Laws or Rules and Regulations shall be made in writing and addressed to the Board of Directors or Management.

If a resident violates or is otherwise liable for a violation of any of the provisions of the Declaration, By-Laws, and/or Rules and Regulations of the Association, the following shall occur:

- Upon a first violation, and after the written notice is submitted to the Board of Directors

or Management, the Association or its duly authorized agent shall notify the Owner (and tenant if applicable).

- Upon a second or continuing violation, the Association or its duly authorized agents shall notify the Owner or resident in writing within 30 days. The Association's attorney, if contacted regarding the violation, shall make such demands as are necessary to protect the Association's interests in the event litigation becomes necessary. After an opportunity for a hearing as set forth below, if the Owner (or tenant, if applicable) is found to be guilty of the violation, the Owner shall pay a fine at the discretion of the Board and a fee for the time, costs and expenses involved in the enforcement process as well as any legal fees which were incurred by the Association as a result of the violation.
- If a violation has resulted in damage to any Common Area property, the Board shall be responsible for arranging and making said repairs and assessing the cost to the Owner.
- If a violation is an architectural guideline violation, the Owner will be given two "Notices of Violation" to correct the violation or damage. If the violation or damage is not corrected within thirty days, after the second notice of violation, the Association may proceed to have the violation corrected, and the Owner will be assessed for the full cost of labor and materials required plus 10%. The thirty-day period may be extended by the Board or authorized Managing Agent if such work requires more extensive preparations.

Any Owner charged hereunder shall pay any charges assessed hereunder within thirty days of notification that such charges are due. Failure to make the payment in this time shall subject the Owner to all of the legal or equitable remedies necessary for the collection thereof.

The above stated remedies are not exclusive, and the Board may, in addition take any action provided at law, in equity, or in the Declaration and By-Laws to prevent or eliminate violations thereof of the Rules and Regulations of the Association.

If any Owner feels wrongfully or unjustly charged with a violation hereunder, the Owner must proceed as follows:

- Within thirty days after the Owner is notified of a violation, the Owner shall submit, in writing, a protest to the Board, stating the reasons the complaint is not valid and requesting a hearing.
- Should no response be filed within thirty days, a hearing will be considered waived, and the allegations in the notice of violation shall be deemed admitted. Should a protest or request for a hearing be filed, a hearing on the matter shall be held before the Board in executive session at a time agreed upon by the Board and the Owner, hopefully no later than thirty weeks after receipt of the written protest.
- At any such hearing, the Board shall hear and consider arguments, evidence or statements regarding the alleged violation. Following a hearing and due consideration, the Board shall issue its determination regarding the alleged violation. The decision of the Board

shall be final and binding by the Owner.

- Payment of charges made under this policy shall not become due and owing until the Board has completed its determination. However, the Board may pursue other legal or equitable remedies during this time.
- Time is of the essence of this policy. Notice is deemed to be made when deposited in the United States mail, to the Owner at the Living Unit address, or to such other address, as the Owner shall have previously filed with the Board.

## **ESTATE SALES**

Without the Association's prior written permission, an Owner may not conduct on the Property a sale or activity that is advertised or attractive to the public, such as "estate sale", "yard sale" or "garage sale."

## **FIRE**

If you see smoke, flames or smell something burning, immediately:

1. Call the Fire Department, dial 911
2. Isolate the fire if possible by closing the door
3. Evacuate the building
4. Follow the Fire Department directions

All residents are required to maintain at least one ABC fire extinguisher in their home. Each fire extinguisher is intended for control of a fire in its incipient stage and could help preventing it from spreading to the rest of the building. Residents are reminded to have their fire extinguishers inspected on an annual basis to ensure that they are serviceable.

Due to the fire risk posed by the presence of portable charcoal grills, a fire hazard exists and therefore charcoal grills are banned from the property.

No grilling is to be done under the breezeway or in the garage.

All residents should install new batteries in battery only operated smoke detectors and test them at least twice a year per manufacturer's instructions to ensure proper operation.

To ensure that the heating and cooling systems in each home are in good operating condition and not posing a fire risk to the building, each home owner should have their respective systems inspected by a licensed contractor at least every two years. By having this service done on a regular basis, any problem areas that may start to develop can be identified during the service calls so that corrective action can be initiated to avoid any damage/fire loss to a building.

**FLAG DISPLAY GUIDELINES** (section 202.011 and Chapter 204, section 204.010(a)(6) of

the Texas Property Code)

- I. These Guidelines apply to display of flags ("Permitted Flags")
  - a. the flag of the United States
  - b. the flag of the State of Texas; and
  - c. the official flag of any branch of the United States armed forces.
- II. The flag of the United States shall be displayed in accordance with 4 U.S.C. Sections 5-10.
- III. The flag of the State of Texas shall be displayed in accordance with Chapter 3100, Texas Government Code.
- IV. These Guidelines do not apply to any flags other than the Permitted Flags listed in Section I above including, but not limited to:
  - a. flags for schools, sports teams, businesses or foreign countries; or
  - b. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
  - c. historical versions of flags permitted in section I above.
- V. Permitted Flags may be displayed subject to those guidelines. Advance written approval of the Board/Modifications Committee is required for any free-standing flagpole and any additional illumination associated with the display of Permitted Flags.
- VI. Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.
- VII. Permitted Flags must be displayed from a pole attached to a structure or to a free-standing pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage door.
- VIII. Permitted Flags shall be no larger than three foot (3') by five foot (5') in size.
- IX. Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet (14') tall.
- X. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.
- XI. A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as to not damage the structure. One

attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets which accommodate multiple flagpoles are not allowed.

- XII. Free-standing flagpoles may be up to twenty feet (20') tall, including any ornamental caps. Free-standing flagpoles must be permanently installed in the ground according to manufacturer's instructions. One free-standing flagpole is allowed in the rear or backyard portion of a property.
- XIII. The display of a flag, or the location and construction of the supporting flagpole shall comply with applicable zoning ordinances, easements, and setbacks of record.
- XIV. Free-standing flagpoles may not be installed in any location described below:
- a. in any location other than the Owner's property; or
  - b. within a ground utility easement or encroaching into an aerial easement; or
  - c. beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or
  - d. beyond half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' from the front property line); or
  - e. closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).
- XV. No owner shall display a flag or flagpole on property that is owned or maintained by the Association or owned in common by the members of the Association.
- XVI. Lighting may be installed to illuminate Permitted Flags if they will be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:
- a. be ground mounted in the vicinity of the flag; and
  - b. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
  - c. point towards the flag and face the main structure on the property or to the center of the property if there is no structure; and
  - d. provide illumination not to exceed the equivalent of a 60 watt incandescent bulb.
- XVII. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.
- XVIII. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a

flagpole is no longer used on a daily basis, it must be removed.

- XIX. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

## **GRILLS**

Due to the fire risk posed by the presence of portable charcoal grills, a fire hazard exists and therefore charcoal grills are banned from the property.

No grilling is to be done under the breezeway or in the garage.

## **GUESTS/VISITORS**

Each Resident is responsible for ensuring that guests comply with the Rules.

## **HOLIDAY DECORATIONS**

The use of artificial Christmas trees and other holiday decorations is encouraged due to the potential fire hazards of live decorations. All holiday decorations must be removed within ten days after the holiday.

## **INSURANCE**

Nassau Bay Townhomes on the Park Association provides insurance on the building and common areas only. This policy provides coverage only for items permanently affixed to the building, not personal belongings and furnishings. The Association highly recommends that Owners/residents purchase insurance for the contents of the Unit and for liability within the Unit. This policy would provide coverage for your personal property and your betterments and improvements. The policy can be purchased with an endorsement, HO-382, which will pay up to \$1,000 of any deductible that may be assessed against you. When an incident is submitted to the Association's insurance carrier for review, an investigation will be performed in determining the cause and origin of the loss. Based on the investigation, the loss will be handled according to the policy Terms, Conditions, and Exclusions.

There are circumstances that determine the assessment of the deductible:

- A loss occurs in a unit as a result of an incident from a neighboring unit. It is recommended that the owner incurring damage report the loss to Management and his insurance carrier. The Owner of the Unit from which the damage resulted is responsible for the deductible and the damages.
- A loss occurs as a result of a common area leak or common area related problem. The Association's insurance will provide coverage and the Association will cover the

deductible.

#### Insurance Requirements:

- **Fire Extinguishers:** All residents are required to maintain at least one ABC fire extinguisher in their home. Each fire extinguisher is intended for control of a fire in its incipient stage and could help preventing it from spreading to the rest of the building. Residents are reminded to have their fire extinguishers inspected on an annual basis to ensure that they are serviceable.
- **Grills:** Due to the fire risk posed by the presence of portable charcoal grills, a fire hazard exists and therefore charcoal grills are banned from the property.
- **Smoke Detectors:** All residents should install new batteries in battery only operated smoke detectors and test them at least twice a year per manufacturer's instructions to ensure proper operation.
- **Cooling/Heating Systems:** To ensure that the heating and cooling systems in each home are in good operating condition and not posing a fire risk to the building, each home owner should have their respective systems inspected by a licensed contractor at least every two years. By having this service done on a regular basis, any problem areas that may start to develop can be identified during the service calls so that corrective action can be initiated to avoid any damage/fire loss to a building.

*Also see section on Water Leaks/Overflows*

#### **LEASES, TENANTS AND NON-RESIDENT OWNERS**

All Owners who do not reside in a unit owned by them shall provide the Board or the management office with their permanent residential and business address and home and work telephone numbers where they may be reached in an emergency. Any expenses of the Board incurred in locating an Owner who fails to provide such information shall be assessed to that Owner's account.

Unless otherwise provided by law, any Owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the Unit. The Board shall not be liable for any loss, damage, injury or prejudice to the rights of said Owner caused by any delays in receiving notice resulting there from.

No Owner may lease less than the entire Living Unit, nor may any Living Unit be leased for transient or hotel purposes.

Every lease shall be in writing and shall be subject in all respects to the provisions of the Declaration, By-Laws and Rules and Regulations of the Association.

Each Owner shall be responsible for providing his or her tenants with copies of the Declaration,



By-Laws and rules and regulations, including this handbook.

In the event of any violation of the Declaration, By-Laws or Rules and Regulations of the Association by a tenant, the Board, in its discretion, shall determine what action or actions are necessary against the Owner or tenant as the case may be.

All expenses of the Association, in connection with any violations under these rules, shall be assessed to the account of the Owner who will be responsible for payment thereof.

When moving out of the building, Owners and tenants must provide Management with a forwarding address.

### MAINTENANCE

Each Owner is responsible for all portions of their Unit including, but not limited to, fixtures, appliances, heating and air conditioning systems, doors and windows, carpeting, wall coverings, interior painting and all systems serving Owner's Living Unit exclusively. The Declaration and bylaws for Nassau Bay Townhomes on the Park should be reviewed to obtain complete information on an Owner's responsibility for maintenance.

### NOISE AND NUISANCES

Noise: It is the obligation to every homeowner to preserve the quality of the environment and enjoyment of the property so homeowners shall act in accordance to Section 10-5 of the Nassau Bay's Code of Ordinance related to Noise which is detailed below.

| Receiving Land-Use Category   | Time Level Limit (dBA)       | Ambient Sound |
|---|------------------------------|---------------|
| Residential real property, including single-family, multifamily, apartment and townhouse usage, as specified in the comprehensive zoning ordinance of the city. | From 7:00 a.m. to 10:00 p.m. | 55            |
|   | From 10:00 p.m. to 7:00 a.m. | 50            |

Examples: 50 decibels is a normal talking between two to three people. 55 decibels is described as a small group (no more than 5 people) with a loud talking (not yelling) conversation.

*Exemptions.* The provisions of this chapter shall not apply to:

- Holiday fireworks displays conducted or supervised by the city.
- The unamplified human voice.
- Church bells or similar calls to worship and outdoor religious services conducted on recognized religious holidays, including but not limited to Easter sunrise services.
- Fire alarms, burglar alarms, sirens, or warning devices of an emergency nature.

Power lawn equipment and air conditioning units, operating within the limits of the manufacturers specifications shall be exempt from the provisions of this chapter. Musical

instrument shall be played, no audio equipment shall be operated and no vocal instrumental practice shall be permitted at any time that will disturb or annoy other residents of the building.

No other noises, including those made by pets, shall be made on the premises that will disturb or annoy any resident of the building.

Drunken, disorderly, or offensive behavior, and physical or verbal abuse of any Owner, resident or guest on the property, or of the Association's contractors, vendors, staff, or of Management personnel shall be deemed to be nuisance and a violation of these rules and regulations.

## **PARKING**

- Guest parking in the Nassau Bay Townhomes on the Park is limited by design in an effort to ensure the overall appearance of the community. As such, guest parking is limited to the designated parking spaces. Designated areas are marked with striped areas on the ~~pavement or along the curb along normal width roadways.~~
- No parking is permitted unless in a designated parking area, which would create a traffic hazard for residents entering or exiting private garages. Each townhome is equipped with two or three bay garages and residents are strongly encouraged to park cars inside their garage.
- Guests will be allowed to park in the Owner's driveway, but will be limited to less than 24 hours and only if the car does not extend into the roadway and does not create a traffic hazard. Driveways are not intended for routine nightly parking. No cars may be parked in unlined areas, on ramps, in driveways, or in front of emergency exits.
- The Association assumes no liability for personal items left in vehicles.
- The speed limit within the community is twenty miles per hour.
- No repairs, engine running or maintenance work will be allowed in the Common Property except the changing of a flat tire, and in case of emergencies.
- Garbage and ashtrays must not be emptied in the Common Property.
- Nothing shall be stored in parking spaces.
- Any suspected illegal activities or suspicious persons should be immediately reported to 911.
- No vehicles may be parked in the fire lanes or on any landscaped portion of the Common Area.
- Commercial vehicles may park in the adjacent driveway for their normal commercial purposes so long as such parking is only for the period of time necessary to provide the

commercial services requested by a resident of Nassau Bay Townhomes on the Park.

- No vehicle may be parked, maintained or stored in a manner that interferes with ingress to and egress from a driveway or other portion of the property. Vehicles parked on your driveway apron must not protrude into the street.
- No vehicle may be maintained or stored on Association's property so as to obstruct passage of other permitted vehicles, pedestrians, or emergency vehicles.
- Any grease or oil stains, whether on your own driveway or caused by you in the guest parking spaces must be cleaned up by you.
- No inoperative vehicles may be stored on the property.
- No boats, trailers, or recreation vehicles of any type may be stored on the property unless it is stored in the garage of the Owner's townhome and does not result in other vehicles of the Owner being parked in the driveway or anywhere else in the Community.
- All unauthorized or improperly parked vehicles should be reported to the Association's management, and will be subject to towing at the Owner's expense.

## **PEST CONTROL**

Residents are responsible for pest control within their Units.

When disposing of garbage, residents should ensure that containers are properly sealed to avoid the action of scavengers.

## **PETS**

Not more than three pets per unit may be kept or housed within a Living Unit. No pet that is deemed by the Board in their absolute discretion to be a nuisance shall be kept by an Owner in any Living Unit.

Each Owner must ensure that the Owner's pets do not soil any Living Unit or Common Area and shall be obliged to clean up any soilage that occurs thereon immediately thereafter. Should a Owner fail to clean up after the Owner's pets as aforesaid, then the pets shall be deemed to be a nuisance, and the Owner of said pets shall, within two weeks after receiving a written request from the Association permanently remove such pets from Nassau Bay Townhomes on the Park..

Pets are required to be on a leash under control of a responsible person at any time in the Common Areas. Pets may not be left unattended on Association Common Areas. Pets are not permitted in the landscaped areas at any time.

Each resident shall assume full responsibility for personal injury or property damage caused by his/her pets.

No resident may harbor dangerous or undomesticated animals.

Any pet that has been the subject of more than two violations of the above rules shall be deemed a nuisance and the Board may order the Owner to have the pet removed permanently from the property within 30 days written notice.

## **PROPERTY TAXES**

Each Owner is responsible for the payment of property taxes on their respective Living Unit(s). Property taxes are not included in Owner's monthly assessment.**RELIGIOUS DISPLAYS** (sections 202.018 and Chapter 204, 204.010(a)(6) of the Texas Property Code

1. An owner or resident may display a religious item (defined as any items which may be construed to reflect an owner's sincere religious beliefs) by affixing it to the entry of the owner's or resident's dwelling which is motivated by the owner's or resident's sincere religious belief.
2. The owner or resident shall not display or affix a religious item on the entry to the owner's or resident's dwelling that:
  - a. threatens the public health or safety;
  - b. violates a law;
  - c. contains language, graphics, or any display that is patently offensive to a passerby;
  - d. is in location other than the entry door or door frame or extends past the outer edge of the door frame of the owner's or resident's dwelling; or
  - e. individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size of greater than twenty (20) square inches.
3. The policy does not authorize an owner or resident to use a material or color for an entry door or door frame of the owner's or resident's dwelling or make an alteration to the entry door or door frame without written approval from the Board/Modifications Committee.
4. The Association may remove an item displayed in violation of a restrictive covenant permitted by this policy.
5. The Board/Modifications Committee shall determine if the religious item is in violation of either sections "2a" through "2d" above or section "4" above.

## **REMODELING; ADMITTANCE OF CONTRACTORS**

Alterations of any kind to any Common Area or Limited Common Area of the property by an Owner may not be performed without the prior written consent of the Board in accordance with the By-Laws, Declaration and Design Criteria.

Contractors may be admitted to Living Units only by Owners or their designee. Owners are responsible for contractors while they are on Association property.

Work of any kind, whether performed by contractors or by the resident himself/herself, must be done Monday through Friday between the hours of 8:00 a.m. and 8:00 p.m. The Owner or

Owner's contractor must remove all construction debris on a daily basis.

Remodeling or renovation of Living Units which involves sanding, cutting, moving or removing walls or ceilings, or any changes which could affect the structure or common systems of the buildings (e.g., electrical, plumbing, air conditioning), must have the prior written approval of the Board of Directors. Plans or drawings must be submitted to Management for approval by the Board of Directors before any work commences. All permit requirements set by law or government regulations must be obtained before any work commences.

It is required that all contractors should provide certificates of adequate insurance prior to commencing work.

**Design Criteria:** Architectural Control Design Criteria are established to provide guidance to Owners in planning construction, alternations and remodeling within their Unit. Design Criteria were created with advice of professionals including architects, mechanical engineers, structural engineers, and consultants. The Design Criteria are an evolving document, and it is important that Owners secure the most recent version from Management before proceeding with any construction or remodeling. Management will be happy to discuss the approval process with the Owner, architect and builder.

## **REVISIONS TO RULES AND REGULATIONS**

The Board of Directors frequently informs the Owners and residents of new or revised rules via the Association's newsletter, or in letters to Owners and residents. Please carefully read these publications and file them with these Rules and Regulations for later reference.

Nassau Bay Townhomes on the Park Board of Directors reserves the right to change any of the rules by rescinding or amending, or to make such other rules or regulations as deemed necessary to provide for the comfort and convenience of all Owners and residents and for the care, proper maintenance and cleanliness of the property.

**RIGHT OF ENTRY** – refer to Emergencies

**ROOFING MATERIALS GUIDELINES** - Since the monthly assessment fee covers the exterior of the buildings, including roofing, this section is not included. Please see section 202.011 of the Texas Property Code for more information.

## **SECURITY**

If you experience burglary or assault or witness any unlawful activity, please call 911. Although the Board and Management Office have no control over the criminal element or their activities, it is important that you notify the Association of any incidents.

**THE ASSOCIATION, MANAGING AGENT, THEIR BOARDS OF DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES, ("ASSOCIATION AND RELATED PARTIES") SHALL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF**

SECURITY WITHIN THE PROPERTY. NEITHER SHALL THE ASSOCIATION AND RELATED PARTIES BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. OWNERS, ON BEHALF OF THEMSELVES, ALL OCCUPANTS OF THE PROPERTY AND THEIR GUESTS AND INVITEES ACKNOWLEDGE THAT THE ASSOCIATION AND RELATED PARTIES DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEMS, ACCESS CONTROL SYSTEMS, CONCIERGE SERVICES, OR MONITORING EQUIPMENT WILL PREVENT LOSS BY FIRES, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT ANY AFOREMENTIONED SYSTEMS WILL, IN ALL CASES, PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEMS AND SERVICES ARE DESIGNED OR INTENDED.

## **SIGNS**

Signs, advertisements, signals or illuminations shall not be inscribed or exposed on any window or other part of the building except for security alarm decals.

## **SMOKING**

The smoking of tobacco products is permitted in the individual Living Units and in Owner courtyards. Smokers are requested to respect the rights of non-smokers and are required to remove with them any cigarette butts, matches, empty cigarette containers, and any other smoking material from the common area.

## **SOLAR ENERGY DEVICES**

Please refer to section 202.010 and Chapter 204, section 204.010(a)(6) of the Texas Property Code for details. The devices referred to in the Texas Property Code will not be allowed in any of the common areas of the Nassau Bay Townhomes on the Park.

## **SOLICITATIONS & ADVERTISEMENTS**

The Association has a duty to balance the right of members to communicate with each other against the desire of the Association's members and residents to be free of uninvited solicitations and misleading communications. To achieve that balance, oral and written communications that are intended for delivery to more than one Owner are prohibited.

Without the Board's prior written permission, Owners may not communicate with others for any commercial purposes in a manner that may give the impression of having been approved or sanctioned by the Association. In communicating with other Owners, the issuer should identify himself and state that the Association has not sanctioned the communication.

Without the Board's prior written permission, a person may not distribute handbills or written communications to Unit doors, or car windshields or post such written communications on any part of the Common Area.

## **SUGGESTIONS AND COMPLAINTS**

Suggestions and complaints in regard to the Association's operations should be submitted in writing to the Board and/or Management. Suggestions, comments and complaints are best acted upon when they include Owner's name, Unit number, and identification as an Owner or resident. Management will address all suggestions or requests regarding the operation of the property, but may be required to obtain permission for changes from the Board of Directors.

## **TELEVISION**

Basic cable television is available to each Unit as part of the monthly HOA assessment. If Owners wish to have additional service installed or upgrade their service, please contact the cable company directly. Repairs or modifications to the cable wiring must be performed in accordance with the Design Criteria.

To preserve the aesthetic appearance of Nassau Bay Townhomes on the Park the installation of satellite dishes is discouraged. Residents wishing to install their own dishes, however, must adhere to the following rules, which comply with the Federal Telecommunications Act of 1996:

- The diameter of the dish shall not exceed one meter.
- The dish shall be located within the courtyard area of a particular Living Unit and no portion of the dish shall extend beyond the plane of the courtyard.
- Installation of the dish shall comply with the manufacturer's specifications as well as all state and local laws.
- The precise location of the dish needs to be approved in advance in writing by Management.
- The Owner shall provide a certificate of insurance to the Board naming Nassau Bay Townhomes on the Park, Association, its directors and its Management as additional insured's.
- At completion of installation, Management may request a final inspection to make certain all satellite dish installation requirements have been met.
- The Owner, at his or her expense, will remove the dish, in its entirety if it is determined by the Board that at any time the installation is not in compliance with law or any of the Association's rules concerning satellite dishes.

## **TOWING**

When an unauthorized vehicle is parked in a fire lane or on any unauthorized portion of the Common Areas, the vehicle may be towed without notice to the Owner.

Any time a vehicle is towed pursuant to these Rules and Regulations, all costs and expense incurred shall be the responsibility of the vehicle Owner.

All towing shall be authorized on an individual basis only; there shall be no general authorization given to a towing company to tow unauthorized vehicles, or vehicles which are parked in violation of these rules.

## **TRASH**

The Association's curb appeal is of the utmost importance to all Owners. Each Owner's cooperation is necessary to keep the Common Areas as clean as possible.

All trash must be placed in proper containers that are securely closed to prevent the actions of scavengers.

Trash should be placed in behind the garage of the Unit no earlier than 7:00 p.m. on the night before pick-up and should be removed by 7:00 p.m. the day of pick-up.

Monday and Thursday have been designated as trash pick-up days. Monday has been designated for large trash pick-up such as furniture and appliances.

## **USE AND OCCUPANCY RESTRICTIONS**

No Unit may be used or occupied for other than single-family residential purposes. Each resident shall maintain such Living Unit in a safe, clean and sanitary condition, and shall not maintain at such Living Unit, or permit such Living Unit or the Limited Common Areas appurtenant thereto to become a public or private nuisance.

No resident may conduct any business or activities that would generate significant traffic in any portion of the Common Areas or limited Common Areas.

## **UTILITIES**

Each resident is responsible for arranging telephone, electricity, water, and premium cable services. Each Unit is separately metered for electricity and has a unique account number.

## **WATER LEAKS/OVERFLOWS**

An Owner is financially responsible for water damage to Common Areas and affected Living Units which emanate from the Owner's Living Unit, including leaks or overflows of sinks, tubs, showers, shower pans, toilets, dishwashers, and clothes washers. In case of continuous water overflow, the Owner shall immediately turn off water and turn the shut-off valves, e.g. behind



the toilet or under the sink, to "Off" position. The Association has the authority to turn off water to your Living Unit to prevent further damage to neighboring units of common areas.

*Also see section on Insurance.*

#### **WATER SHUT-OFF**

Except in case of an emergency, no resident may interfere with or interrupt the Property's water lines, including water lines to an individual Living Unit, without the prior knowledge and consent of the Association. Residents requiring the water to be cut-off for remodeling must submit a request through to the Association's Management, a minimum of seven days in advance.

#### **WEBSITE (section 207.006 of the Texas Property Code)**

The website for the Nassau Bay Townhomes on the Park is [www.nassaubaytownhomesonthepark.com](http://www.nassaubaytownhomesonthepark.com). All documents related to the HOA are located on the website including the By-Laws, Covenants, Handbook and other useful links and information. It is updated periodically by one of our residents; if you would like specific information on the website please submit it to a Board member for consideration.