

## 2018 Key Policies and Schedule of Fines of the Villas on Travis COA

It is the responsibility of every Unit Owner and Tenant to be aware of the COA Policies, By-Laws and Restrictive Covenants; Owners and Tenants are encouraged to consult the original documents to ensure that they meet their responsibility for adherence. Copies of the original documents can be obtained from the Property Manager. Owners will be held responsible for the actions of their tenants, family members and guests including fines for violations.

### Pool, Fitness Center, Tram and Day Dock

1. Hours of Operation: 6:00AM to 10:00PM (Summer Hours, Weekends and Holidays 6:00AM to 11:00PM)
2. Violators and trespassers are subject to fines and prosecution if entering the pool areas, fitness center or occupying the day dock during hours 10:00PM to 6:00AM or Summer Hours 11:00PM to 6:00AM.
3. During the evening hours, it is important to keep the noise level low.
4. Guests or non-tenants are not permitted in Pool areas, day dock, or fitness center unless accompanied by an Owner or Tenant in good standing with the COA. Owners and Tenants are allowed 4 guests per household.
5. Pets and glass containers are absolutely prohibited in pool areas and fitness center. \$500.00 per violation.
6. Proper attire must be worn in fitness center; no swim wear;
7. No children under 16 years of age may be in the Fitness Center (attended or unattended as per existing signage).
8. No overnight parking at the day dock is permitted; violators are subject to towing and fines at owner's expense without warning.

### Parking

1. There is a zero-tolerance policy toward parking violations;
2. No warnings will be issued;
3. Automatic towing at vehicle owner's expense 24 /7;
4. The following will result in immediate towing:
  - Vehicles parked in Red "No Parking" Fire Lanes;
  - Vehicles illegally parked in assigned spaces;
  - Vehicles left in Guest spaces *for longer than two weeks* without giving notice to Property Manager for cause.
  - Trailers (boat, personal watercraft/jet ski, cycle, travel trailer, camper, 5th wheel, etc.);
  - Class A, B, or C motor homes or RVs;
  - Any vehicle parked beyond the lines of a single parking space;
  - Vehicles without current registration and inspection ID.
5. Report any of the above violations to the on-site Property Manager.
6. To report illegal vehicles in assigned parking spaces, you will be asked your name and contact number space to point out the illegally parked vehicle. Your name and phone number will be kept confidential.
7. Owner/Tenants must obtain a permit that will allow parking near their unit during a move-in or move-out day; contact Property Manager.

### Balconies, Patios, Entryway Restrictions

1. A Unit's balcony, entryway, and assigned parking space are defined as 'Limited Common Elements' under the control of the COA;
2. They are reserved for the exclusive use of an individual Owner (or their tenant).
3. Owners/Tenants may place upon patios and balconies patio furniture, decorative items (provided that these items are proper for these areas and in keeping with the general appearance of the Project);
4. One (1) LP gas BBQ that meets the local Fire Code and COA Declarations is permitted.
5. The COA Board of Directors shall have the right to direct the removal of any item which the Board determines detracts from the general appearance of the Project.
6. Patios and balconies may *not* be used for storage or allowed to become unsightly at any time.
7. Violations include but are not limited to:
  - a. Front Door Porch: BBQs of any type, bicycles, coolers, trash, etc.
  - b. Patios or Balconies: Shelving or storage, bicycles, clothes lines, clothing, ladders, kayaks, canoes, trash bags, sun screens or shades, towels or swim wear, or fencing, smokers, fire bowls, chimeneas, non-LP gas BBQs;
8. All items must be kept inside a Unit's patio fencing.
9. Grass areas immediately outside deck/patio fencing are Common Elements, do not place anything on any grass area including plants, trash, pet fencing or storage of any item.

### **Alterations/Modifications**

It is prohibited to construct, alter, or modify, any area *outside the interior walls of their unit* without prior written approval of the Board,

1. For example, painting anything outside the *interior* of a unit including any exterior door, pillar, wall, railings.
2. Attaching anything to any exterior surface of the unit.
3. No holes, screws, clamps, hooks, nails, mounting brackets of any type, etc. are allowed on exterior walls, pillars.
4. Prohibited items: Fans, shades, screens, hanging plants, wall mounted decorations, shelving, etc. Violators will be fined and the cost of all repairs will be the sole responsible of the Owner.
5. Outside work to exterior walls - obtain a copy of the Board guidelines from the Property Manager and submit a written proposal to the Board prior to commencing work.

### **Noise Violations**

1. Modified muffler and engine noise is strictly prohibited;
2. "Gunning" of motorcycles is strictly prohibited;
3. Playing vehicle radio/CD at levels loud enough to be heard outside the vehicle;
4. Exterior loudspeakers are prohibited;
5. Occupants shall refrain from playing radios, TVs, stereos, and other such devices at a level that may be heard outside their unit.
6. Doors and windows must be closed if playing sound equipment at sound levels objected to by any Unit occupant or Management representative;
7. Wind chimes are prohibited outside of a unit.

### **Trash Deposits, Collections and Littering**

Please recycle appropriate items whenever possible. The recycle bin is on the West side of the Project between the Property Management office and the Waste Water Treatment Plant. Observe appropriate handling procedures.

1. Trash may not be thrown over the gate into trash area, it must be placed into the bin.
2. Large bulk items left at the trash centers will be fined \$500 per offense. Please arrange for a bulk trash company to come and get them.
3. Construction debris placed in trash bins will result in a \$500 fine per offense.
4. All large boxes must be broken down before discarding into trash bins
5. Trash bags must not be left on the front porch.
6. Trash must not be left at the Day Dock.
7. Owners or tenants found hitting golf balls or throwing garbage into Lake Travis will be fined.

### **Animals**

1. Owners or tenants may have not more than two household pets (dogs or cats);
2. No animal shall be allowed outside of a unit unless it is confined to a leash (including cats).
3. No animal shall be allowed to make an unreasonable amount of noise, or become a nuisance (i.e., barking inside or outside of a Unit, etc.). Excessive dog barking which can be heard inside neighboring units: \$50
4. Owners are required to immediately clean up and properly dispose of pet feces. Failure to immediately remove pet feces from Common Areas and Limited Common Areas represents an immediate threat to sanitation. Fines for violations shall be as follows: Failure to promptly pick up feces of pets shall result in an immediate fine of \$100 for the first offense. A second offense shall be fined \$250, any 3<sup>rd</sup> and subsequent offense thereafter shall be fined. \$500.
5. No animals are allowed on the Property except those belonging to owners and tenants.
6. If an animal or Unit Owner is in violation of these restrictions, the Board or Property Manager will 1) fine the Owner and 2) may remove the animal from the Property and place the animal with the local humane society.

### **Rentals**

1. The rental of Units for less than 180 Days represents a Violation of the Declarations of the Villas on Travis, AND the advertisement of Units for Lease for less than 180 Days presents an unfair financial disadvantage over those advertising in good faith for 180 days or longer. Advertisement of Units for less than 180 Days shall constitute a Violation of the Villas on Travis Community Policies. The process for handling such Violations shall be as follows:
  - a. Verified or independently verifiable complaint will be presented to or obtained by the Board.
  - b. A warning from the Board, citing the Violation will be sent via email or letter to the Owner and leasing agent, if applicable, of the Violation.
  - c. If not corrected within 10 calendar days, a fine will be issued.

- d. Fines for Advertisement Violations shall be as follows: Advertisement of a Unit by any means for rent less than 180 Days: \$250. Second Offense: \$500. Third Offense and thereafter: \$1000.
2. Failure to present a fully executed lease (to include language that specifies a minimum 180 day rental) to the Board or Property Manager at least 10 Days prior to the move-in date presents logistical difficulties with security on the Property. Also, the administration of gate codes, clickers, fobs and pet and vehicle identification requires a significant investment of time and expertise by the Property Manager,
  - a. Failure to present a fully executed lease (to include language indicating a minimum 180 day rental) to the Board 10 Days prior to the move-in date shall result in an additional \$50 Rush Assessment.
  - b. Move-In/Move-out Fees and Procedures: the Property Manager on site shall, after verification of receipt of lease, collect a non-cash deposit of \$100 upon providing keys, fobs, gate clickers, and/or vehicle identification stickers to new Renters. Community Policies and emergency contact information shall also be distributed. If Renters move out prior to 180 Days (the term of the Lease), the entirety of this amount shall be forfeit. If notice is given and all clickers, fobs and Guest Placards are returned to the Property Manager, \$50 shall be returned to the provider of the \$100 deposit.
3. Less than the entire unit *may not* be leased. All leases must be made subject to the Declaration, Bylaws and any other rules of the Association, and an Owner is responsible for providing his/her Tenant with copies of the Declaration, Bylaws, and any rules of the Association, and notifying him/her of changes thereto.
4. Subletting of a lease for less than 180 days is strictly prohibited;
5. Each tenant is subject to and must comply with all provisions of the Declaration, Bylaws, any rules of the Association, and applicable law.
6. Danger. As permitted by the Federal Fair Housing Act Rules, no unit may be occupied by a person who constitutes a direct threat to the health or safety of other persons, adult or child, or whose occupancy would result in substantial physical damage to the property of others.

#### **Fire Code**

1. Fireworks are prohibited from being used anywhere on Villas property and is a \$500.00 fine per violation.
2. Prohibited are: Fire bowls, chimeneas, smokers, and non-LP gas BBQs on decks or patios.

#### **Climbing a Fence**

Climbing a fence on the property will result in an automatic \$500.00 per violation. If it is a guest of a tenant or owner, the Owner will receive the fine.

#### **Handguns**

1. Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun.
2. Pursuant to Section 30.07, Penal Code (Trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly.

#### **Warning and Fine Policy**

A written warning notice will be issued to the Owner for any violation assessed to his/her Unit whether occupied by the Owner or his/her Tenant. The Villas require prompt remediation of Violations involving health, safety, sanitation or financial threats (generally regarding the leasing of properties within the Villas), fines shall be immediately levied for verifiable documentation of these Violations as follows:

1. Willful Property destruction
2. Unsanitary condition posing an immediate threat to water or food supply
3. Potential for immediate bodily injury or harm to Residents or their pets
4. Illegal actions.

Please note that appropriate authorities must be called in cases of imminent danger for the protection of immediate welfare and safety of the Villas and/or its residents, including pets. Police charges shall automatically constitute adequate documentation of a complaint. Please call 911.

Grievance Procedures are in accordance with due process as defined in the Texas Uniform Condominium Act. The process establishes clear mechanism to address inevitable differences among Owners and residents at the Villas. The process for addressing resident complaints regarding nuisances, noise, animals (excepting safety or sanitation concerns), parking, items on Limited Common Elements or any other complaint by one resident against another shall be as follows:

1. Owners will first attempt to resolve individual differences by civil discourse between neighbors.
2. An Owner may express their complaint to the Board, but the Complainant must be aware that anonymity cannot be guaranteed...
3. If an agreeable solution cannot be found to the mutual satisfaction between Residents and/or the Board, Complainant will initiate a written Request for Hearing, using the Villas on Travis Complaint Form for initiating a Request for Hearing can be found on the Villas website, or at the office of the Property manager.
4. The Board may, at its sole discretion, a) contact the offending party, b) return the complaint to the Owners for resolution (#1) or grant the request for a hearing.
5. The Board will provide notice of hearing to both parties within 10 days of receipt of the written (or electronically submitted) form.
6. The Board will conduct a fair and impartial hearing at a time and place amenable to all parties, but not later than 15 Days, at which both parties (and Owners, if the Complainant and/or alleged Violator involve renters) may state their concerns, present evidence. Legal representation will be allowed.
7. Every effort will be made to obtain a mutually satisfactory agreement between disagreeing parties.
8. The Board, after conducting the Hearing, will adjourn to discuss and agree on a solution, which shall be binding to all parties involved.

Schedule of Fines or Remedies for Violations of Villas on Travis:

Condominium Declaration or Community Policies applies to all and the afore-listed prohibitions

Leases, Sublets or Short-term rentals for less than 180 days.	First Offense: \$250: \$250. Second Offense: \$500 Third Offense & thereafter: \$1000.
Unauthorized parking in another Owner's space	\$100 w/towing
Parking in Guest space more than two weeks <i>without</i> notice to Management	Towing on 15 <sup>th</sup> day
Failure to clean up dog feces	First Offense: \$100 Second Offense: \$250 Third Offense: \$500
Animal roaming without leash	\$100.00 per violation
Noise violations including Muffler/Engine/Motorcycle/ Vehicle radio	\$100.00 per violation
Any violation for which there is a sign	\$25 - \$500.00 per violation

*Failure to immediately pay fines will result in accruing penalties, interest, and collection fees and classification of the Unit as 'Delinquent' and 'not in good standing' with the COA. Units deemed 'Not-Good-Standing' will have access privileges revoked for Villas Common Areas including pools, fitness center, tennis courts, and day dock. All access devices assigned to the delinquent Unit will have restricted access invoked until the Unit's fines and penalties are paid in full.*

The Villas on Travis Condominium Owners Association  
Updated Rules and Applicable Policies  
Board of Directors  
May 17, 2018