

Community Policies for Travis Oaks Condominiums (Applicable to all owners, occupants, and guests)

GENERAL NOTE

The Travis Oaks Homeowners Association (TOHOA) has adopted the following policies to help maximize enjoyment, maintain values, and assure the continued aesthetic beauty of our community. The policies apply to all owners, their families, tenants, and guests. The policies automatically become a part of each lease, even if they are not attached, and each owner is responsible for ensuring his tenants have a copy of the rules and abide by them. You are encouraged to ask your neighbors to follow the rules.

COMMUNICATIONS

Please direct any repair requests, complaints, or violations to the managing agent, RealManage, via the Travis Oaks website:

www.TravisOaksHOA.com

Use the work order or deed violation online forms as appropriate. You may also sign up to receive email communications on our website.

ENFORCEMENT

If any occupant or guest of the unit owner violates the policies, the owner will be responsible for corrective action, damages, and fines.

Please note that Travis Oaks Bylaws Section 4 .4 “No Waiver of Rights” states that the omission or failure of the Association or any Owner to enforce the covenants, conditions, restrictions, casements, uses, limitations, obligations or other provisions of the declaration, the By-Laws or the rules and regulation adopted pursuant thereto, shall not constitute or be deemed a waiver, modification or release thereof, and the Board of Directors or the Managing Agent shall have the right to enforce the same thereafter.

(Note to new owners: The following policies are partly from the Declaration, partly from the By-Laws, and partly adopted by action of the Board of Directors. All Declaration and By-Law provisions apply, even if not set forth below. Except for provisions that come from the Declaration, the policies may be changed or added to by the Board.)

COMMUNITY POLICIES

1. *Satellite Dishes.* Satellite dishes may be installed with certain restrictions. Residents may not install dishes over 39.00 inches in diameter. Dishes may not be mounted on outside walls, rooftops, windowsills, or common use area balconies and stairwells. **Dishes may be installed on a balcony or patio area that is within the exclusive use of a resident with prior, written permission from the TOHOA Board of Directors.** “Exclusive use” means an area that is only accessible through your unit. If this area is shared with others or accessible to others without your permission, it is not considered exclusive use. No holes may be drilled in or through outside walls, any part of a roof, or windows. Owners must use a “flat” cable under a door jam or window sill or utilize wireless transmission. Dishes installed without the written permission of the TOHOA Board of Directors, installed on prohibited areas, or installed in a manner that could cause harm to the TOHOA common areas may be removed by the Association at the Owner’s expense upon notification by managing agent or Board of violation via certified mail.
2. *Board access to units.* An Owner shall grant the right of entry to the Managing Agent or to any other person authorized by the Association in case of an emergency originating in or threatening his Unit, whether the Owner is present at the time or not.
3. *Common areas/elements & Limited Common Areas/elements.* No property may be stored temporarily or permanently in the common areas such as sidewalks, balconies, balcony walkways, and parking lots. Garage sales or estate sales are not allowed. Entry areas, walkways, and landings shall be kept clean and neat by owners using them. No clothes or other items may be dried outside, specifically on balcony rails. Common areas or limited common areas (e.g. balconies) that are used as a long term storage area may receive written notification to remedy the situation.
4. *Criminal activity.* While on the property, no person may violate any criminal laws, health codes, or other applicable laws. No tampering with water, lighting, sprinklers, pool equipment, or other common elements will be tolerated. Please note that there is a community watch link of the Travis Oaks website. No owner shall tow another owner’s car. All towing will be initiated by the managing agent, Pioneer Property Management, upon Board approval.
5. *Eviction of tenants.* The Association has the right to evict an owner’s tenant who substantially or repeatedly violates the Association rules and regulations. If an owner has been sued three consecutive times and the Board has received judgments in the Board’s favor all three times then this can constitute grounds to begin eviction proceedings.

6. *Policy on Warnings and Fines*

- a. Any verifiable violation of the deed restrictions will result first in a written warning then a fine or series of fines if continued violations are documented.
- b. The Board may assess fines against an owner for violations of restrictions or standards of conduct contained in the Declarations, By-laws or Association rules, which have been committed by an owner, owner's family, guest, employees, contractors, agents, tenants, or invitees.
- c. A violation is considered "verifiable" under any of the following circumstances:
 - i. Reported to management by an owner and confirmed by a member of the Board.
 - ii. Observed independently by the management company and confirmed by a member of the Board.
 - iii. Reported by a member of the Board and confirmed by another member of the Board.
- d. Management will be solely responsible for issuing warning, fines and collecting fines.
- e. Owners will have 14 days from the date of the notice to correct a violation before a fine is incurred.
- f. Fines will be assessed up to \$100.00 for the first instance of each violation.
- g. Fines will continue to be assessed for additional instances and for repeated or ongoing violations in 14-day incremental amounts of \$50.00 until corrective action has been taken to the satisfaction of the Board. (e.g. 1st fine - \$50.00, 2nd fine - \$100.00, 3rd fine - \$150.00). These fines are cumulative in nature.
- h. Owners may be sued in small claims court for unpaid fines after 60 calendar days if said fines have gone unpaid or a satisfactory arrangement for compliance and/or payment has not been reached with the Board.
- i. The Board may assess damage charges against an owner for pecuniary loss to the Association from property damage or destruction of common areas, common elements, or common facilities by the owner, owner's family, guest, employees, contractors, agents, tenants, or invitees.

7. *Late fees.* Monthly assessment fees are due on or before the first day of each month. Owners whose fees are not received by the 16th will be assessed a late fee of \$25.00. The Association offers automatic dues withdrawal using the auto-draft form on our website as a convenient, reliable way to pay monthly assessment fees on time. Owners may sign up for this service at the following URL:

<http://www.travis oakshoa.com/hoa-management-company.asp>

8. *Insurance.* The Association does not provide insurance covering personal property, the interior of any unit, nor the liability of any owner within his/her unit. The Board urges all owners to obtain insurance covering the interior of their units, their personal property and liability insurance. Based on recent inquiries, condominium unit insurance coverage costs in the low hundreds annually.
9. *Interior unit area.* The Association has the right and the responsibility to control the visual attractiveness of the property.
 - a. No screen doors allowed; storm doors only with written approval.
 - b. The installation of exterior awnings, shades, or patio cover is prohibited unless approved in writing by the Board.
 - c. The only items that may be stored in fenced patios or balconies, which can be seen from the common areas, are: lawn chairs, exterior tables, bicycles and plants. Nothing may be hung or placed on railings or fencing without written approval.
 - d. No portion of the exterior of the units, including doors, may be painted.
 - e. As of June 1, 2005, BBQ grills are not allowed to be used or stored on the property. Three community grills are located throughout the property.
10. *Noise.* Owners and occupants shall exercise reasonable care to avoid making or playing loud, disturbing, or objectionable noises that may disturb owners or occupants of other units.
11. *Owners selling units.* An owner may not sell, transfer, or convey his unit without all monies due and owing to the Association being paid in full. If any monies are due and owing, the selling owner shall remain liable to the Association until such monies are paid in full.
12. *Pest Control.* The Association does not provide for pest control inside the individual units. The Association shall have the right to enter and exterminate an owner's unit, at the owner's expense, if the owner's failure to do so is adversely affecting other units. The owner will receive a warning letter making them aware of the problem and will be allowed a grace period of 2 days to correct the problem prior the Association exercising this right.
13. *Pets & Pet Registration.* Dogs, cats, fish, birds and all other animals must be kept within the unit and only in compliance with all City of Austin ordinances and the Association rules. **As of January 1, 2008**, no more than 2 pets will be allowed within each unit, with a maximum weight limit of 35 lbs. per animal.* Prairie dogs, pocket gophers, jackrabbits, ground squirrels, rats, mice, and other rodents may not be kept on the property. Animals are not allowed in or near the pool area. Animals may not be bred for commercial use. Animals, except for cats, must be kept on a leash and accompanied by the owner when outside the unit. **Animals must have current rabies vaccinations.** Owners of a unit where an animal is housed have the responsibility to immediately clean up after such animals have

defecated in common areas or on outside balconies, patios or enclosed courtyards. Litter boxes are not allowed in common areas or in outside balconies, patios or enclosed courtyards. Owners of a unit where an animal is housed shall assume full responsibility for personal injuries or property damage caused by said animals. All responsibility for animals of visitors shall rest with owners of the unit visited.

All pets living on the property as of January 1, 2008 must be registered with the HOA, if not already done so, via Pioneer Property Management company. Registration involves pet type (e.g. cat, dog), Owner's unit number, pet name and statement of compliance with the City of Austin Ordinances. The owner of any pet reported or discovered in violation of the City of Austin ordinances or the Association's ordinances will be notified and fined accordingly.

***Pets living on the property prior to January 1, 2008 are exempted from the size restriction. However, pets obtained after January 1, 2008 must be 35 lbs or smaller.**

14. *Pool.* Rules are posted at the pool entrance and summarized below. ALL RULES ARE STRICTLY ENFORCED. Failure to follow the posted rules will lead to notification and may incur financial penalties.

- No lifeguard on duty. Persons swim at their own risk.
- No one under the age of 14 may use the pool unless accompanied by a person over 18.
- No pets allowed in the pool area.
- No glass containers are allowed in the pool area.
- No diving, running, loud noise or loud music permitted.
- No more than 4 guest per unit are permitted in the pool area at one time and must be accompanied by the owner or tenant of a unit.

15. *Security, safety, and lighting.* Neither the Association nor the Association's management company provides or warrants security. Each owner is responsible for himself, his family, guests and tenants. It is recommended that each unit have: (1) keyless deadbolts on all entry doors, (2) keyed deadbolts on all entry doors, (3) pin locks on all sliding glass doors and windows, and (4) door viewers on all exterior doors. Please consult management regarding your statutory security device obligations as a landlord if you lease your unit. It is the responsibility of the owners to report the following to management: common area lighting problems, electronic gate problems, malfunctioning of automatic closing and latching devices on the pool gates.

16. *Smoke & Carbon Monoxide Detectors.* Each owner is required to have and maintain smoke detector(s) in his unit in accordance with state law. Detectors

must be kept in working condition at all times. Carbon Monoxide detectors are also strongly encouraged.

17. *Speed Limit.* To maintain a safe and friendly environment for all of us to live, there is a 10 MPH speed limit on the premises. Please watch for and yield to pedestrians and children at play.
18. *Trash.* Garbage, rubbish, or cuttings may not be left or deposited, even temporarily, on any common area or patio. All such refuse must be sealed in plastic bags and placed in the dumpsters located in the parking areas. Residents and contractors are not allowed to dispose of bulky items such as old carpeting or appliances in the dumpsters. Residents may not leave old furniture or other large items next to dumpsters and may be fined or charged for the removal of these items. **Failure to follow the posted rules will lead to notification and may incur financial penalties.**
19. *Utilities and water leaks.* Each Owner is responsible for promptly repairing leaks in plumbing lines, plumbing fixtures, lavatories, sinks, tubs, shower stalls, dishwashers, water heaters, and washing machines within his or her unit. Additionally, each Owner will be fully liable for all damages and all costs of repairs to his unit and any adjacent units due to water leaks originating within his or her unit. If repairs are not made in a timely manner, the Association may complete the necessary repairs at the Owner's expense.