

**Travis Oaks Condominiums  
Community, Awning and Storm Door Policy**

August 2013

**(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 the 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 their tenants have a copy of the rules and abide by them. All owners and residents should encourage others to abide by these policies.

**COMMUNICATIONS**

Please direct any repair requests, complaints, or violations to the managing agent at the current property management company, via the TOHOA website:

[www.TravisOaksHOA.com](http://www.TravisOaksHOA.com)

Use the work order or deed violation online forms as appropriate.-Interested parties may also sign up to receive email communications on our TOHOA 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, easements, uses, limitations, obligations or other provisions of the *Declaration*, the *Bylaws* 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 (Board) or the Managing Agent shall have the right to enforce the same thereafter."

Please note that the management company will charge an additional fee of \$25 for each fee assessed to a homeowner. This \$25 fee is in addition to the respective TOHOA fee.

***Note to Owners:*** *The following policies are partly from the Declaration of Master Deed (Declaration), partly from the Bylaws and partly adopted by action of the Board. All Declaration and Bylaws provisions apply, even if not set forth below. Except for provisions that come from the Declaration, the policies may be created, modified or deleted by the Board.*

## COMMUNITY POLICIES

**1. Board Access to Units.** An owner shall grant the right of entry to the Managing Agent or to any other person authorized by the Board in the case of an emergency originating in or threatening their unit, whether the owner is present at the time or not.

**2. City Permits.** Homeowners are required to obtain the necessary permits for any interior remodeling work that is performed in their unit. Owners must comply with city codes and ordinances. An owner who pulls or causes to be pulled any permit, is responsible for properly closing the permit upon conclusion of the project. Failure to do so may result in fines or fees to the owner to include the following: city charges to close the permit, any charges by the TOHOA representative to research and close the permit as well as a {{to be determined}} fee to the TOHOA.

**3. Common Areas/Elements & Limited Common Areas/Elements.** No property may be stored temporarily or permanently in the common areas such as sidewalks, balconies, landings, stairwells, and parking lots, without prior approval from the Board. 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.

**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 on the TOHOA website. No owner shall tow another owner's car. All towing will be initiated by a Board member or by the management company.

**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. Late Fees.** Monthly assessment fees are due on or before the first day of each month. Owners whose fees are not received by the 15th of any month will be assessed a late fee of \$50. An additional \$50 shall be assessed every 14 days thereafter until payment is made in full. The Association offers automatic dues withdrawal using the auto-draft form 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>

**7. Insurance.** The Association does not provide insurance covering personal property, the interior of any unit, nor the liability of any owner within their unit. The Board urges all owners to obtain insurance covering the interior of their units, their personal property and liability insurance.

**8. 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 the following: lawn chairs, exterior tables & chairs, 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 by the owner.
- 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.

**9. 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.

**10. 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.

**11. Parking.** Owners are assigned parking rights per the *Master Deeds Declaration*. Parking spots are assigned by the Board of TOHOA. Visitor parking is located throughout the complex. Please park in your assigned space(s) only. Cars parked illegally or in another's assigned space is subject to towing. *Note:* Vehicles that are non-functioning (e.g. flat tire) may be subject to towing at the Board's discretion.

**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 two calendar days to correct the problem prior to 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 two 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 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 TOHOA via the 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 exempt from the size restriction. Pets living on the property *after January 1, 2008*, must be 35 lbs. or smaller unless variance is otherwise approved by the board. For variance to be considered residents who share a common wall with the oversized animal will be brought into the review by the board and their opinion will be requested.**

**14. 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 *Declaration, Bylaws* 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.
  - IV. Reported to management by the porter and confirmed by a member of the Board.
- d. Management will be solely responsible for issuing warnings and levying and collecting fines.
- e. Fines for past due monthly TOHOA dues will be assessed at \$25 per month while the past due amount is over \$50.
- f. Violations of *Declaration/Bylaws/Policies* will result in a warning notice. Owners will have 14 days from the date of the notice to correct a violation before a fine is incurred.
- g. Fines for violations of the *Declaration/Bylaws/Policies* (with the exception of Short-Term Rental violations) will be assessed up to \$100 for the first instance of each violation.
- h. Fines will continue to be assessed for additional instances and for repeated or ongoing violations in 14-day incremental amounts of \$50 until corrective action has been taken to the satisfaction of the Board. (e.g. 1st fine: \$50, 2nd time: \$100, 3rd time: \$150). These fines are cumulative in nature.
- i. Short Term Rental violations will incur a fine of \$250 per day while the violation exists.
- j. 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.
- k. 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.

**15. 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 four guests per unit are permitted in the pool area at one time and must be accompanied by the owner or tenant of a unit.

**16. Recycling.** There is a small recycling container at the mailboxes. Please note – this recycling container is solely for newspapers, magazines and undesired mail.

There is also a large capacity dumpster appropriately labeled for recycling purposes at the east end of the complex. The container has the signage to identify what can and cannot be recycled.

Pizza boxes cannot be recycled and neither can any material that has food contamination. Wet boxes cannot be recycled. Owners should be courteous to others by breaking down boxes before placing them in the recycling dumpster as boxes take a lot of space. Plastic bags cannot be recycled

**17. Satellite Dishes.** Satellite dishes may be installed with certain restrictions. Residents may not install dishes over 39 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 Board. 'Exclusive use' means an area that is only accessible through a single owner's unit. If this area is shared with others or accessible to others without a single owner's 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 Board, installed in or on prohibited areas, or installed in a manner that could cause harm to the common areas may be removed by the Association at the owner's expense upon notification of the violation by the Managing Agent via certified mail.

**18. Security, Safety, and Lighting.** Neither the Association nor the management company provides or warrants security. Each owner is responsible for himself, his family, guests and tenants. It is recommended that each unit have the following equipment:

1) keyless deadbolt 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 your managing agent or the TOHOA management company regarding your statutory security device obligations as a landlord if you lease your unit.

The Managing Agent does walk the property to note violations, lighting, safety and security issues. However, it is also the responsibility of the owners to immediately report issues to the managing agent to address issues such as, but not limited to, the following: common area lighting problems, electronic gate problems, etc.

**19. 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.

**20. Speed Limit.** To maintain a safe and friendly environment for all, there is a 10 MPH speed limit on the premises. Please watch for and yield to pedestrians and children at play.

**21. 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 of the owner and possibly financial penalties.

**22. 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.

**23. Water Shut-off.** The water shut-off date is Thursdays from 8 a.m. to 6 p.m. for residents to make repairs to plumbing fixtures in their units. The management company must receive notice from the homeowner no later than the Monday prior so that notices can be placed on doors of affected residents by Tuesday. The managing agent will send a representative to remove the

lock from the shut-off valve and shut the water off. The representative will turn the water back on and re-lock the valve. No one is to remove either the lock or handle the shut-off valve other than the representative of the managing agent or a Board member. Should the lock be removed and the valve operated without the knowledge of the managing agent, that owner shall be solely responsible for damages to the lock and valve as well as any water issues in the building including but not limited to flushing the lines of sediment.

Community Policies located at [www.travisokshoa.com](http://www.travisokshoa.com)

## **AWNINGS**

### APPLICATION REQUIRED

1. Awnings must be attached to the wall of a unit and may only cover the private deck areas.
2. Awnings must no larger than 7'-4" in depth from the wall. Awnings must be retractable lateral arm self-storing with no vertical poles. They may be motorized or operated manually.
3. The Awning and Awning casing must conform to HOA color and fabric standards.
4. Awnings must not adversely affect views, sunlight, or natural ventilation of adjacent units.
5. The purpose of the awning is to provide shade and not weather protection.
6. It is the responsibility of the homeowner to retract their awnings in high winds so as to avoid injury to persons or property.
7. The Awning is the property of the unit owner and all maintenance is to be provided by the owner.
8. The Awning must be maintained in good working order with non-faded fabric, free of tears or holes. If the awning is deemed in poor condition by the Architecture committee, it may be required to be removed or replaced.

### HOA AWNING STANDARDS:

Lateral Arm Color: Bronze  
Fabric: Sunbrella 4654-0000, 6054-0000  
Color: Linen Tweed  
Designated Installer: Fabric Bin  
Standard depth of Awning to be 7ft-4in.

## **ROLL-UP SHADES**

### APPLICATION REQUIRED

1. Shades may be attached to the underside of the roof overhang of a unit and are to hang vertically when in the open position. Shades cannot be attached to the railing.
2. Shades are to be hung within the deck side of all railings. The length of the shade must be 18 inches from the deck of the balcony.
3. Shades are to be tethered at the bottom per standard Manufacturer's hold down system (Bungee Cords).
4. Shades must be no larger than the width of the deck. Shades may have casings in line with the Architectural Guide Lines if so desired but not required.
5. The Shade and Shade casing must conform to HOA color and fabric standards.
6. Shades must not adversely affect views, sunlight, or natural ventilation of adjacent units.
7. The purpose of the Shade is to provide sun protection and not weather protection.
8. The Shade is the property of the unit owner and all maintenance is to be provided by the owner, including insurance.

9. The Shade must be maintained in good working order with non-faded fabric, free of tears or holes. If the Shades are deemed in poor condition by the Architectural Committee, it may be required to remove or replace the shade.

**HOA SHADE STANDARDS:**

Fabric Color: Tobacco  
Optional Casing Color: Bronze  
Installer: Fabric Bin  
Width of Shade: any desire width  
Length of Shade: 18" above the deck when rolled down

**Variance to the Awning/Roll-Up Shade Policy**

If an owner wishes to install a product different from this policy or a color scheme different from this policy, the owner must submit a completed Architectural Control Committee (ACC) Variance Request form which can be requested from the property management company.

**Storm/Screen Doors**

**APPLICATION REQUIRED ONLY IF NOT WITHIN GUIDELINES**

Storm doors comply with the following standards:

- Solid aluminum construction.
- Color: Bronze
- Hardware: Nickel
- Style: full screen or half screen



Full Screen Storm Door



Self Storing Storm Door

**Approved Manufacturer and Series: Andersen Model: 3000 or 4000**

The Full Screen Storm Door has a removable glass panel and comes with a screen that can be inserted in place of the glass thus serving as a screen door. The Self-Storing Storm Door has a half screen. The upper glass portion can be lowered exposing the screen. Either storm door is acceptable. Back doors and front doors are different sizes.

- Installation is the responsibility of the homeowner.
- Insurance is the responsibility of the homeowner.
- It is the responsibility of the homeowner to keep their storm doors in good repair or the homeowner will be required to replace or remove them.