

**COMMUNITY POLICIES
FOR
PIAZZA NAVONA OWNER'S ASSOCIATION**

THESE POLICIES/RULES ARE APPLICABLE TO ALL OWNERS, OCCUPANTS, AND GUESTS.

POLICIES IN GENERAL. Our Owner's Association has adopted the following rules to help maximize enjoyment, maintain values, and assure the continued aesthetic beauty of our community. The rules apply to all Owners and their families, tenants and guests. The rules are automatically a part of each lease (even if they are not attached), and each Owner is responsible for making sure his tenants have a copy of the rules and follow them. You are encouraged to ask your neighbors to follow the rules.

COMMUNICATIONS. Please direct any repair requests, complaints, or rule violations to:

Doug Plas
Preferred Association Management Company, (PAMco)
P.O. Box 200145
Austin, TX. 78720
(512) 918-8100
(512) 627-5747 After Hours/Emergency Only

ENFORCEMENT. The rules will be strictly enforced. If the rules are violated by any occupant or guest of the Owner's Unit, the Owner will be responsible for corrective action, damages, and fines.

[Note to new Owners: The following policies are partly from the Declaration and partly adopted by action of the Board of Directors. All Declaration provisions apply – even if not set forth below. Except for provisions of these policies that come from the Declaration, the policies may be changed or added to by the Board.]

POLICIES APPLICABLE TO ALL OWNERS, OCCUPANTS, AND GUESTS.

1. **Security, Safety, and Lighting** Neither the Association nor the Association's management company provides or warrants security. Each occupant is responsible for the security of himself and his family and guests.

Occupants are requested to report Common Area lighting problems or hazardous conditions immediately to the Association's management company representative. The Association cannot and does not check exterior lighting on a daily basis. The Association generally must rely on Unit Owners and residents to notify the Association's managing agent when lights are burned out or insufficient in some manner. Clever criminals can defeat almost any kind of crime deterrent. Unit occupants must assume that the electronic or mechanical devices may malfunction from time to time.

2. **Storage of Property on Private Patios or Balconies** The only items which may be stored temporarily or permanently on private patios or balconies which can be viewed from Common Areas are the following: lounges and lawn chairs, exterior tables, live plants in hanging baskets or pots, and one enclosed trash receptacle with lid. Nothing may be hung on the railings. Items stored on patios must not appear to be in disrepair.

All other property must be kept inside the Unit including towels, bathing suits, mops, brooms, wood, tools, carpeting, boxes, plastic bags, beverages, furniture, automobile equipment, etc. All property stored in violation of this rule may be removed and disposed of without prior notices by any board member or management company representative.

3. **Storage of Property in Common Areas** No property may be stored temporarily or permanently on sidewalks, balconies, walkways, stair landings, parking lots, or other Common Areas, except that bicycles may be stored at the owner's sole risk in the bike racks within the fenced area of the level two garage. Garage sales and estate sales are not allowed. Management company employees and service personnel, board members and persons designated by them may without prior notice remove and throw away any property stored in violation of this rule.

4. **Property Inside Units** The Association has the right and the responsibility to control the visual attractiveness of the Property, including the right to require removal of objects which are visible from the Common Areas and which detract from the Property's appearance.

5. **No Clothes Drying Outside Units** No clothes, towels, or other items may be hung anywhere outside, i.e., on patios, patio railings, or balcony railings. Clothes or other items must be dried inside the Units. Items being dried outside in violation of this rule may be removed and disposed of without prior notice by any board member or management representative.

6. **Entry Areas and Sidewalks** Entry areas, walkways, steps and landings shall be kept clean and neat by the Owners using them. Only doormats and plants can be placed in these areas. Feeding bowls for pets may not be left outside since they attract stray animals and compound the "clean-up" problems. Owners must keep the concrete floor of their entry area free of paint, stains, pet droppings, and debris. A Unit Owner will be fined and charged if, after notice, the Owner fails to clean the area or remove improperly stored property and the Association cleans the area for the Owner.

7. **Trash** Garbage, rubbish, debris or cuttings shall not be left or deposited, even temporarily, on any Common Areas, balconies or patios. All such refuse must be placed in the designated trash receptacle(s).

8. **Pets** Dogs, cats, fish, birds and other animals may be kept in Units only with the permission of the Board and only in compliance with Association rules. Except for birds and fish, no more than two (2) animals may be kept in a Unit. Animals may not make excessive noise (in the sole judgment of the Board). Animals may not be bred for commercial purposes. Animals except cats must be kept on a leash when outside a Unit. Leashes may not be tied to objects and must

be held by a person who can control the animal at all times. Animals may not be left alone outside a Unit. Owners of Units where an animal is housed have the responsibility to immediately clean up after such animal has defecated in Common Areas or in outside balconies, patios, or enclosed courtyards. If an animal or Unit owner is in violation of these restrictions, the Board may remove the animal from the Property and place the animal with the local humane society.

Dog owners must clean up after dogs that defecate on the exterior grounds of Piazza Navona. The Owner and the Owner's tenants and guests shall be responsible for immediate removal of pet defecation from these areas if defecation occurs while walking the dog. The Board of Directors may require permanent removal of any pet when the pet or its Owner has repeatedly violated these rules or the pet has become objectionable in the opinion of the Board.

Dogs may not urinate or defecate anywhere on the interior of Piazza Navona, including the Atrium and garage. Used cat litter must be disposed of only in the trash dumpsters. It may not be dumped in flower beds because the ammonia will kill the vegetation. Owners must keep their Units in a sanitary condition and free from fleas, pet parasites and noxious odors. Unit Owners shall be liable for damage caused to Common Elements by pets of the Owner or the Owner's tenants or guests. The Owner and the Owner's tenants and guests shall be responsible for immediate removal of pet defecation from Common Areas if "accidents" occur while walking the dog. Pet feeding bowls may not be left outside. The Board of Directors may require permanent removal of any pet when the pet or its Owner has repeatedly violated these rules or the pet has become objectionable in the opinion of the Board.

9. **Window Coverings** No foil or other material objectionable in the reasonable judgment of the Board of Directors shall be placed in or next to any window or sliding glass door. Burglar bars that may be seen from the outside are prohibited. Any window coverings that are visible from any public streets or joint use drives serving the Property must be neutral and uniform in color, which shall include beige, white or cream as determined in the sole discretion of the Board.
10. **Signs** "For Sale" or "For Rent" signs and all other signs are prohibited and may not be exhibited anywhere in the Property, including from the interiors of the Units. Board members and management company representatives may enter, without prior notice, and remove and throw away such signs.
11. **Noise** Unit Owners and occupants shall refrain from playing radios, televisions, stereos, and other electrical or mechanical devices so loudly that they may be heard outside their Unit. Doors and windows must be shut when playing televisions, stereos and similar sound equipment at sound levels objected to by any Unit Owner, tenant, or management representative. Yelling or loud talking outside is prohibited.

12. **Smoking** Smoking is restricted to within a unit or on the unit's private balcony. Smoking is prohibited in all common areas and within fifteen feet of the front entry door. Thus, smoking is prohibited from the front entry door of the building or upon exiting a vehicle in the garage until entering a unit on floors 3 through 7. "No smoking" common areas include, but are not limited to, the elevator lobbies, elevators, stairwells, garage (after exiting a vehicle), the 3rd floor atrium, and all walkways overlooking the atrium on floors 4 through 7.
13. **Mailboxes** The Board of Directors has the exclusive right to designate the type, size and location, and signage on mailboxes. Names on the outside of the mailboxes are not allowed and may be removed by management without prior notice because publicly identifying names with a particular Unit increases the risk of crime for occupants of the Unit.
14. **Nuisances** No unsafe, noxious, offensive, or illegal activity, or odor is permitted on the Property. No activity shall be conducted on the Property which in the judgement of the Board of Directors might reasonably be considered as annoying to neighbors or ordinary sensibilities, or might be reasonably calculated to reduce the desirability of the Property for quality of living. No exterior loudspeakers or flashing lights shall be allowed. No person may do anything that will increase insurance rates for the Property without prior written consent of the Board or which may cause such improvements to be uninsurable or which may cause any policy to be canceled, or suspended or materially modified by the issuing company.
15. **Children** Each Owner is responsible for the conduct of children who are tenants or guests in his Unit. No children under the age of ten (10) years may be left in the Unit without an adult. No children's toys may be left outside.
16. **Antennas** No exposed exterior television or radio antennas or satellite dishes may be installed anywhere on the Property unless otherwise required by applicable law and then only in strict accordance with the rules and regulations promulgated by the Board.
17. **Water Leaks** An Owner shall be strictly liable, regardless of fault, for any damages anywhere by water leaks from the Owner's dishwashers, bathtubs, showers, commodes, sinks, aquariums, waterbeds, and water furniture.
18. **Vehicle Repair** Except in an emergency when a vehicle is inoperable, no vehicle may be worked on at the Property. Otherwise, vehicles must be serviced or repaired off the Property. Vehicles which have expired license plates, expired inspection stickers, flat tires or which are obviously inoperable due to missing parts are prohibited and shall be removed from the Property at the Owner's expense. Such vehicles must be removed from the Property immediately upon notice from any board member or management representative.

19. **Parking** All vehicles must be parked within the lines designating the space occupied by that vehicle. Parking beyond the lines and infringing upon an adjacent space may result in a fine to the space owner and/or the vehicle being towed. Vehicles parked in areas designated by signage as “No Parking” may result in a Unit Owner fine and/or the vehicle being towed.

Parking of vehicles and bicycles in the grass areas, dirt areas, flower beds or sidewalks is prohibited. Owners and occupants shall park vehicles in their respective parking spaces. No Unit Owner or occupant shall park, store, operate or keep within or adjoining the Property any commercial-type vehicle, truck, van, non-street legal motorcycle, motorbike or motor scooter, recreational vehicle (e.g. camper unit, motor home, trailer, boat, mobile home, golf cart). No Unit Owner or occupant shall park, store, operate or keep within or adjoining the Property any vehicle over eighteen (18) feet long. Bicycles and similar items may not be stored outside a Unit or on balconies or patios.

No vehicles may be parked or unattended in such a manner as to block the passage of other vehicles on the streets, in the fire lanes, or in driveways to Units. No vehicle may be parked immediately outside of a garage, except in the parking space which is part of the Limited Common Elements and is so designated for such use and does not result in a violation of the immediately preceding sentence. No vehicle shall be left parked and unattended, in the street, along the curb, or in driveway areas in such a manner as to prevent the ingress and/or egress of emergency vehicles (i.e., fire, EMS) or service vehicles (i.e., refuse trucks). No inoperable vehicle may be stored on the Property.

Motorcycles and bicycles may not be parked on balconies, walkways, underneath stairwells, or on patios. Bicycles must be stored inside the Unit.

If someone is physically disabled, the Board will accommodate special requests for wheelchair parking, if possible.

20. **Anti-Theft Alarms** Owners and occupants who have vehicles with anti-theft systems shall not allow the alarms or horns to go off and disturb other persons in the Property for more than three (3) minutes; and any vehicle violating the (3) minute rule shall be deemed illegally parked and subject to immediate towing, without prior notice to the vehicle owner or operator, by the Association under the Texas towing statutes. The Association may, without liability to the owner or operator of the vehicle, cut or disconnect any power source to such alarm or horn to avoid having to tow the vehicle.
21. **Towing Illegally Parked Vehicles** Vehicles parked in violation of these rules may be removed and stored without permission of vehicle’s owner or operator. Notice and removal shall be in accordance with Article 6701g-2 of the state statutes. A Unit Owner is liable for all costs of towing illegally parked vehicles of the Unit Owner, his family, guests or tenants.

22. **Pest Control** The Association does not have responsibility for pest control inside Units. However, 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 control pests inside his Unit is adversely affecting other Units.
23. **Criminal Activity** While on the Property, no person may violate any criminal laws, health codes or other applicable laws. No tampering with water, garage door operators, lighting, sprinklers, or other Common Element is allowed. Tampering will be reported as vandalism to the Authorities. Tenants responsible for such vandalism could be evicted as noted in rule 26.
24. **Utilities and Leaks** Each Owner shall be responsible for promptly fixing leaks in all plumbing lines, plumbing fixtures, lavatories, sinks, tubs, and shower stalls inside his Unit. A Unit Owner will be responsible for paying for damages and repairs necessitated by water leaks from his Unit to adjacent Units. If the Association deems it necessary to repair any of these items inside an Owner's Unit, the Owner shall reimburse the Association for the cost of repair, plus thirty-three percent (33%) for administrative overhead.
25. **Utility Cutoff for Delinquencies** The Board of Directors may suspend water service to the Owner's Unit if (a) the Owner is more than forty-five(45) days delinquent on any sums due the Association, (b) notice of the Association's intent to cut off the water is mailed to the Unit Owner at such Owner's last known address, certified mail, return receipt requested, and (c) the Owner has thirty (30) days to appeal to the Board for a hearing on the Board's decision to terminate utilities. Association representatives will then try to contact the Owner by phone to warn him of utility termination of water service. The Board will consider a Unit Owner's written statement of extenuating circumstances of why water service should not be disconnected, or why water service should be reconnected. Entry into the interior of such Unit for such purpose is authorized. The Association may charge the Unit Owner a disconnect fee of \$50.00 and a reconnect fee of \$100.00. The Association shall have the right to inform all tenants of the existence of this rule and send notices to Unit Owners and their tenants of the Board's intent to enforce this rule. The Board may also notify the Unit Owners and their tenants when the water has in fact been cut off.
26. **Eviction of Tenants** Under the Declaration, the Association has the right to evict an Owner's tenant who substantially or repeatedly violates the Association's rules and regulations.
27. **Common Area Modifications** No Owner may construct, alter, modify, landscape, rim, or otherwise perform any work whatever upon any of the Common Elements, Limited or General, without the prior written approval of the plans therefore by the Board of the Directors. No exterior awning, shades, railing or additional lighting may be installed.
28. **Common Area Repairs** If the Common Area is in need of repair or maintenance, you are requested to contact the Association's management company immediately and leave a message about what needs to be fixed. This is especially important if exterior lighting, elevators, or garage doors are malfunctioning.

29. **Unit Interior Repairs by Management Company** The Association's management company will respond to tenant requests for repairs only in case of emergency. Tenants must contact the Owner for repairs and installations. Upon request, the Association's management company will provide Owners with the names and phone numbers of suggested workers for repairs and installations. Also, upon request by Unit Owners who are not delinquent in any sums due the Association, the Association's management company will arrange for repairs up to \$250.00 to the interior of a Unit, do inspections, follow through, pay for repairs with Association funds, and handle the billings for a fee based on a percentage of the total of the repair costs as determined by the Board. The repairs will be billed by the Association to the Owner on the next billing cycle. Owners must look solely to the workmen or contractors performing the repair for warranties or guarantees. The Association assumes no responsibilities for such work.
30. **Smoke Detectors** Each Owner is required to have and maintain battery or A/C electric smoke detector(s) in his Unit in accordance with state law. The occupants must keep any batteries in working condition at all times.
31. **Number of Occupants** The number of permanent occupants that may reside in a Unit is a maximum of five (5) persons. A current list of occupant names and contact information (email addresses and cell phone numbers) must be provided to the management company or at the request of the Board.
32. **Fines** The Board may levy reasonable fines on Unit Owners for violating the Declaration or Community Policies. A minimum fine for each violation, other than late fees and returned check, shall be \$100.00. Each day of violation may be deemed a separate violation by the Board. Fines may be assessed only if the Unit Owner is notified of the nature and approximate date of the violation and the amount of the fine. There must be a notice of the alleged infraction and fine to the Owner no later than forty-five (45) days from the alleged infraction. Any Unit Owner and/or his family, guest or tenant who has been fined may appeal the fine and appear before the Board to ask that the fine be dropped and to explain why. In order to appeal a fine, the Owner must request such appeal in writing within thirty (30) days of management's mailing of the fine notice to the Owner.

Fine Schedule:

First Violation	-	Warning letter to be sent to owner
Second Violation	-	\$100.00 Fine
Third Violation	-	\$200.00 Fine and continuation of the \$100.00 Fine per day
Fourth Violation	-	\$500.00 Fine and continuation of the \$200.00 Fine per day

Fines posted to the Owner's ledger must be paid in full before Owner's payments to the Association are credited towards paying other assessments.

33. **Late Charges** The charge for late payment of monies to the Association shall be a one-time \$15.00 charge to cover the administrative costs, hassle, and overhead of collection (excluding attorney's fees). After the due date, interest shall run on unpaid sums due the Association at the rate of eighteen percent (18%) per year compounded annually.
34. **Returned Checks** The charge for a returned check is \$25.00, plus bank charges incurred by the Association.
35. **Board Access to Units** The Association shall have the right to enter an Owner's Unit for purposes of (a) inspection for utility leaks and frozen pipes; (b) prevention of water pipe freezing (by turning on heat or dripping faucets); (c) protection of property rights and quiet enjoyment of other Owners; and (d) government mandated inspections that require entry to the Unit (e.g., fire sprinkler system, fire alarm system). The Association may request but not require Owners to furnish the Association with entry keys to their Units for such purposes. If at the time such entry is needed, a key has not been furnished to the Association and entry cannot otherwise be made through an occupant, only a locksmith may be used to gain entry (except in case of extreme emergency such as fire) at the Owner's expense without prior notice. Emergency utility leaks may be repaired by the Association at the Owner's expense without prior notice. Utility leaks for which the Owner is responsible under the Declaration, By-Laws, or Community Policies may be repaired by the Association at the Owner's expense with prior notice delivered to the Unit if the Owner fails to promptly repair them. If the Unit is vacant and for sale or lease, the Unit Owner shall furnish a key to the Unit in a sealed envelope to the Association until it is sold or leased, such key to be used only for the purposes specified above.
36. **Delinquencies** The Board and/or management may disclose in newsletters, and by other means, the names of Owners who are delinquent in any sums due the Association, the amount of the delinquencies, and the names of the violators and disciplinary action taken against Unit Owners. The right to vote of any Owner who is more than thirty (30) days delinquent on any sum owed to the Association is automatically suspended without notice. If any Owner is delinquent in the payment of any sum due the Association for a period of sixty (60) days or more, the Board may (so long as the default continues) demand and receive from any tenant occupying the Owner's Unit the rent due or becoming due from the tenant to the Owner, up to an amount sufficient to pay all delinquent sums due to the Association by the Owner.
37. **Fees for Special Services** Fees chargeable to Owners for special services (such as furnishing resale certificates, eligibility certificates, copies of declarations, copies of information sent to mortgages, copies of accounting records, etc.) shall be set by the Board from time to time.
38. **Change of Mailing Address and Other Contact Information** Owners shall keep the Association timely informed of their current mailing address, email address(es), cell phone number(s) and any changes to contact information.

39. **Name and Contact Information for Tenants** Owners shall notify the Association of current names and contact information (email address & cell phone number) for tenants of their respective Units.
40. **Name and Address of New Owners** An Owner may not sell or convey his Unit without all monies due and owing to the Association being paid in full; and, if such Owner does sell, convey or transfer his Unit without paying such monies, such selling Owner shall remain liable for all monies accruing to the Association thereafter on such until such monies are paid in full. If an Owner sells or transfers ownership of his Unit and fails to notify the Association of the sale, the selling Owner shall continue to be liable for the assessments accruing after the sale or transfer until such time as the selling or transferring Owner notifies the Association in writing of the name and address of the new Owner.
41. **Security Device Requirements if You Rent Your Unit** If you rent your Unit, a special statute provides that you must rekey at every tenant turnover and you must install and maintain certain kinds of security devices in your Unit. This is very important since you could be held responsible for crimes committed against your tenants that are caused in part by your failure to comply with the 1993 Texas Security Device Statute.
42. **Interior Water Leaks** Failure of a Unit Owner to promptly report a water leak to the Association within thirty (30) days after evidence of the leak in the interior of the Owner's Unit can cause damage to be compounded many fold. This is especially true when leaks occur from windows, roofs, or other exterior areas. This can result in water running down the interior of perimeter walls and damaging the interior of the Unit walls, and interior surfaces, ceilings or carpets in Units. The failure of the Owner to report such leak within thirty (30) days after the first sign of the leak shall mean that the Unit Owner shall pay for eighty percent (80%) of the cost of any interior repairs to any Common Element which the Association would otherwise be liable to fix and pay for under the Declaration. Unit Owners must report evidence of any existing leak to the Association within that thirty (30) day period. After that time, an Owner is liable for eighty percent (80%) of the cost of interior repairs, and items for which the Association would otherwise be liable. Unit Owners purchasing their Units are responsible for the failure of the preceding Owner to report such leaks, as applicable.
43. **Declaration Provisions** Many of these policies are directly from the Declaration of Covenants, Conditions, and Restrictions which apply to Owners and their occupants and guests. Some of the policies are in addition to what is in the Declaration. All Declaration provisions apply – even if not set forth herein. Except for provisions of these policies that come from the Declaration, the policies may be changed or added to by the Board.

44. **Non-Liability and Release of the Association, Officers and Directors** AS PROVIDED IN THE DECLARATION APPLICABLE TO THE CONDOMINIUM PROPERTY, THE ASSOCIATION AND ITS OFFICERS AND DIRECTORS SHALL NOT BE LIABLE TO UNIT OWNERS, THEIR TENANTS, AND PERSONS ON THE PROPERTY AT THEIR INVITATION OR WITH THEIR PERMISSION, FOR PROPERTY DAMAGE, PERSONAL INJURIES OR HARM RESULTING AT ANY TIME FROM NEGLIGENT CONDUCT OF THE ASSOCIATION, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS RELATING TO ENFORCEMENT OR NONENFORCEMENT OF THE ASSOCIATION'S DECLARATION OR RULES. THIS INCLUDES BUT IS NOT LIMITED TO ANY DECLARATION PROVISIONS AND RULES REGARDING PET LEASH REQUIREMENTS, TRAFFIC INTERSECTION SIGHT LINES, TRAFFIC SIGNS, VEHICLE PARKING, COMMON AREA LIGHTING OR FENCING, COMMON AREA SECURITY, HAZARDOUS MATERIALS STORAGE, ELECTRICAL LINES, GAS LINE OR SANITARY SEWER SYSTEM FAILURES, ETC. UNDER THE DECLARATION, BY ACCEPTANCE OF A DEED OR LEASE, OWNERS AND TENANTS, AS WELL AS PERSONS ON THE PROPERTY AT THEIR INVITATION OR WITH THEIR PERMISSION, ARE DEEMED TO HAVE RELEASED THE ASSOCIATION AND ITS OFFICERS AND DIRECTORS FROM SUCH LIABILITY, TO THE EXTENT AUTHORIZED BY LAW. THE FOREGOING DOES NOT RELEASE AN OFFICER OR DIRECTOR FROM LIABILITY FOR ACTS OR OMISSIONS WHICH ARE (A) A BREACH OF THE OFFICER'S OR DIRECTOR'S DUTY OF LOYALTY AND FIDUCIARY DUTY TO THE ASSOCIATION OR ITS MEMBERS, (B) ACTS OR OMISSIONS NOT IN GOOD FAITH OR INVOLVING INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW, (C) A TRANSACTION FROM WHICH AN OFFICER OR DIRECTOR RECEIVES IN IMPROPER BENEFIT, WHETHER OR NOT THE BENEFIT RESULTED FROM AN ACTION TAKEN WITHIN THE SCOPE OF THE DIRECTOR'S OFFICE, OR (D) AN ACT OR OMISSION FOR WHICH THE LIABILITY OF THE DIRECTOR IS EXPRESSLY PROVIDED BY STATUTE.

PIAZZA NAVONA OWNER'S ASSOCIATION, INC.

By: _____

Alejandra Llamas

Secretary

Date of Adoption: 12/14/15