

Williamsburg Place
Policies for Owners

January 13, 2015
Revision January 31, 2019

These policies are only intended to expand upon and clarify the Declaration & Bylaws. Be sure to read and conform to these documents.

Dues & Collection Policy

1. Owners' monthly assessments are due on the first day of each month and late if payment is not received by the 15th day of the month. Assessments not paid by the deadline will incur a late charge of \$50.00 per month. A statement of account will be sent advising the owner of the delinquent dues and late fees on about the 16th of the month.
2. If monthly assessments are not received two months in a row by the 15th day of the second month, a collection notice or second statement of account will be issued. The notice/ statement will be sent advising the owner of the delinquent assessments and late fees. The owner will have 10 days from the date of the notice to pay the full amount due, or the account will be forwarded to an attorney for collection.
3. The Homeowners' Association attorney will issue a demand letter, which is the first step towards initiating nonjudicial foreclosure action against the owner. Any collection costs incurred by the homeowners' association or its attorney will be charged to the owner's account.
4. If the delinquency is not cured within 30 days from the date the demand letter is mailed, the homeowners' association attorney will be directed to pursue the right to non-judicial foreclosure as provided for in the Texas Uniform Condominium Act.
5. All attorneys' fees, collection costs and other expenses incurred by the homeowners' association in recovery of unpaid assessments are the sole responsibility of the owner whose failure to make timely payment of assessments/dues necessitated the homeowners' association incurring such fees, costs and expenses.
6. A \$25.00 charge will be made for any check returned unpaid from the bank for any reason. Late fees will accrue until funds are received.
7. All funds received from an owner will be applied on the books of the homeowners' association in the following order:
 - 7.1. All attorney's fees,
 - 7.2. All collection fees,
 - 7.3. All other collection expenses incurred by the homeowners' association, whether or not the expense pertains directly to collection of assessments,
 - 7.4. All late charges,
 - 7.5. All interest charges,
 - 7.6. All unpaid special assessments and
 - 7.7. All unpaid regular assessments.

Remodeling & Modifications

Changes that affect the structure, utilities, or exterior appearance of the condominium must be approved by the Board of Directors. The bylaws provide specific guidance, and any application to the board must comply with the bylaws.

Patio, Front and Rear - Unit Entry Doors

1. Doors may only be replaced with an exterior-grade door.
2. The exterior of the door and woodwork surrounding the door will be painted to match the existing door at the owner's expense. This includes all caulking and proper preparation. Reinstallation of any unit numbering is also required.
2. A qualified installer will perform the installation.
3. All work is subject to quality inspections by the Board of Directors or its management company.
4. Front and rear entry doors may have a window at the top that extends no lower than 24 inches from the top of the window
5. Patio or balcony doors may be sliding or hinged. They may be single-lite or 15 lite. The exterior finish of the doors must be aluminum mill, white, or an off-white close to the color of the wood trim on the exterior of the building.

Doors that do not comply will result in sanctions and replacement of the door will be required.

You must have written Board of Directors approval before ordering or installing any door.

Window Replacement

Owners are responsible for the upkeep and maintenance of their home's windows. Should a home's window be broken, wear out, fog up, or for any reason fail, the owner is responsible for window replacement as described below.

Proposed replacement windows must be submitted to the Board of Directors before installation. You must have written Board of Directors approval before ordering and installing any type of window modification.

Replacement windows may be made of aluminum with a mill finish, or of aluminum or vinyl with a white or off-white finish similar to the wood trim on the exterior of the buildings. The number, shape and size of the panes must match the original windows.

Texas State Law requires that all new window replacement have a Low-E rating. This will create a slight tint to the windows. Only Low-E Clear Glass is allowed.

Windows that do not comply will result in sanctions and replacement of the window will be required.

An owner may choose to install storm windows instead. The rules above also apply to storm windows.

You must have written Board of Directors approval before ordering or installing any window.

Laundry in Unit

1. Washers and dryers may be installed inside individual units. Before planning your installation, contact the Board of Directors for approval. These machines may only be used between 8:00am and 10:00pm
2. Contact the management company for installation instructions. All modifications must conform to local codes and be performed by licensed plumbers and electricians.

Plumbing and Sewer

1. Plumbing and sewer maintenance and repair to common use facilities (shared by more than one home) are the responsibility of the homeowner's association, except when caused by the residents of a unit, or originating within a unit.
2. Owners are responsible for all portions of plumbing and sewer that serve that unit only, including cutoff valves, fixtures and appliances.
3. In situations in which responsibility is not obvious, the Bylaws have precedence.
4. Repair service to an individual Condo which necessitates entire complex water cut-off must be approved in advance by the management company. See "Water Shut-Off Policy" below.
5. Owners and occupants may not add hot tubs to the condominium or patio.

Water Shut-Off Policy

When plumbing problems require a water shut-off, the water service to the entire property must be interrupted.

The following are required when a non-emergency shut-down is required:

1. Contact the management company to schedule the cut-off. Provided should be the name and number of the plumber and the proposed time range for interruption.
2. A notice must be placed at each rear building entry on site at least 24 hours in advance of the proposed shut down.
3. Non-emergency shut-offs may only be performed on the 2nd Tuesday of the month. Between the hours of 9:00 a.m. to 4:30 p.m.
4. Non-emergency shut-offs are not permitted under any circumstances between 5:00 p.m. and 9:00 a.m. on any day.
5. Non-emergency shut-offs are not permitted on weekends or holidays.
6. The plumber hired to perform the shut-down must be a licensed plumber. He is responsible for shutting down the boiler and water service then restoring the same to the community and must contact the management company to obtain the proper procedure for the shut-off. Certificate of Insurance may be required.
7. If a general property-wide shut-off is necessitated by the failure of an individual unit's cut-off valve, the owner is required to repair or replace the cut-off valve while undertaking the repairs to the fixture. Documentation is to be provided to the homeowners' association regarding repairs made.
8. If you would like to schedule service during a designated shut-off, you must still contact the management company, so work may be coordinated.

If you must have the water shut off at any other time than the 2nd Tuesday of the month, the association charges a \$200 fee, payable to Williamsburg Place.

Please follow the steps below should this be necessary:

- ◆ If the shut off is an emergency, your plumber must contact management for instructions on how to perform the shut off to the community.
- ◆ If your shut off is not an emergency, you must comply with notification steps 2 thru 5 above.

Leak Reimbursement Policy

In situations in which siding, external wall and roof leaks result in damage to internal walls or contents of a home, the Board of Directors will consider reimbursement to individual owners toward their insurance deductible for reasonable internal repair costs, up to \$500. The owner must take the following steps in order for reimbursement to be considered:

1. The leak must be reported before it is repaired. If a continuing leak may cause further damage, you may take steps to mitigate the damage, but notify the management company within 24 hours.
2. The leak must be reported to the management company within 10 days of occurring. The management company will arrange repairs to the exterior.
3. Proof of damages to the unit must be provided. Photographs or inspections by a board member or the management company are sufficient.
4. The owner must attest to the apparent success of the external repair before the internal repair begins.
5. No owner may make internal repairs for which reimbursement is requested until the evidence cited above is provided. Should an owner make repairs to internal surfaces before the leak is confirmed to be fixed, the Board of Directors may not honor their claim for compensation or may not accept future claims regarding the same area of damage.

This policy of reimbursement does not extend to leaks within window or window frames. See the Declaration, Bylaws and other policies (if any) regarding windows and repair and replacement.

Locked Entry Doors

By following the procedures below, residents may install locks on the front and rear entry doors to the four-plex in which they reside. Each resident should be aware that locking these entry doors may slow down fire, police, and medical emergency personnel response.

1. All owners in the four-plex must agree, in writing, before the installation of the locks. If any resident of a four-plex dissents, the locks may not be installed.
2. Written approval must be obtained from the Board of Directors before installation.
3. Installation costs are the responsibility of the four residents.
4. Should any owner in the four-plex later request in writing to the Board of Directors that the locks be removed or made inoperative; the Board of Directors will do so within 10 days. Costs associated with this request will be the responsibility of the requesting resident.
5. Keys that open the trash gate must also open entry doors. This key can be provided by the Board of Directors or management company. No other key or lock may be used unless specified by the city fire ordinance or other law.
6. Doors must remain unlocked between the hours of 8:00 a.m. through 8:00 p.m. each day to facilitate access by delivery of mail, packages, and maintenance personnel. (Residents of buildings that back up to the property line are exempt from this rule for their back doors.)
7. Should a person requiring entry find a door locked between the designated hours all costs or repercussions will be the sole responsibility of all residents in the four-plex and they will be charged accordingly.
8. Should the management company be summoned to unlock an entry door, four-plex owners will be charged with and required to pay the management company's emergency visit/response fee.
9. Local ordinances have precedent over this policy. If fire, police, ambulance, or other authority requires that the locks be removed or modified, the costs to do so will be borne by the four-plex residents.

Common or Limited Common Areas

1. Each building has a storage closet on the first floor. The fourplex owners share use of this space. Usage is 'at your own risk'. As the crawlspace utility access hatch is in the floor of these rooms, repair personnel have access to these spaces. If the door is locked, a key must be provided to the management company. Owners are expected to share and use this space equally between them. High value and/or Hazardous materials may not be stored in these areas.
2. Any damage to the common elements or common personal property caused by residents, guests or their pets will be repaired at the expense of that owner within a specified period of time or will pay the Homeowners' Association to take such action.
3. Attic storage, under city code, is strictly prohibited. Any articles found will be disposed of immediately and the responsible party will be fined.

4. Any changes or additions to the exterior of a Condo must be requested in writing and approved in writing by the Board of Directors prior to installation. Refer to the Bylaws for more information.

Patios – Balconies

1. No owner will modify or alter in any way the structure or appearance of any patio or balcony area without written permission from the Board of Directors.
2. Installation of patio covers must be approved by the Board of Directors in writing and must meet certain specifications in quality and appearance. Contact the management company for more information.
3. Owners may not install indoor/outdoor carpeting on the upstairs balcony.

Telephone, Electrical & Related Systems

1. Mechanical or electrical systems, appliances and fixtures serving only one unit are the responsibility of the owner. Damage originating within the unit is the responsibility of the owner.
2. Located on the exterior of each building are electric meters providing electricity to each individual unit. All aspects of service for these meters including breakers, junction boxes and wiring to the unit are the responsibility of the individual owner.
3. All electrical and related systems serving the club house, pool, grounds, interior hall lights and outlets are responsibility of the homeowners' association.
4. Lights and electrical outlets within balconies and patios are the responsibility of the individual owner. Any exterior light fixture must be in conformity with other fixtures in complex and must be approved by the Board of Directors in writing.
5. All aspects of telephone service are responsibility of each individual owner.

Satellite Dish Installation

The Homeowners' Association will grant permission to install a satellite dish with related wiring and cabling for satellite reception to your personal unit contingent upon certain stipulations:

1. A letter-agreement covering installation and maintenance must be executed between the Homeowners' Association and owner. When contemplating installation of a satellite dish, the owner must contact management company for the letter-agreement and it must be executed before installation is begun.
2. Cables and wiring must be unobtrusive and must be run either (a) along existing cable runs or (b) in corners, along edges, and under soffits and trim. Existing conduits must be used when feasible. Cables and wiring must not be run across any broad or open surface such as a roof or wall; cables and wiring must match the underlying surface or be painted to match the underlying surface. Sufficient fasteners must be used to prevent the cable and wiring from sagging, hanging or causing a hazard.

3. Installation of the dish must be installed so as to be as unobtrusive as possible and must be located in a concealed area of your patio/balcony. The diameter of the satellite dish must be more than fifteen inches and must not weigh more than fifty pounds. The dish and cabling must be attached so that the walls are not penetrated and so that no vibrations will emit from the system. If reception on patio or balcony will not result in adequate signal, a roof top antenna will be considered by the Board of Directors. Installation in no case may penetrate the shingles. Contact the management company for installation guidance if this proves necessary.
4. The Owner of the unit is responsible for the maintenance and repair of the satellite dish system and for ensuring that the installation and operation of the system complies with all applicable laws. The owner must restore and repair any damage to Homeowners' Association or other property caused by the satellite dish system. The owner must ensure that the satellite system does not interfere with other equipment currently in use at the property. Upon moving from your unit, you must remove the satellite dish system and restore the exterior of the building to original condition that. Failing to do this, the satellite dish system will be deemed abandoned and the Homeowners' Association will have the right to dispose of the system in any manner it chooses and to restore the exterior of the building at the owner's expense.
5. You indemnify the Homeowners' Association from any liabilities asserted against the Homeowners' Association in connection with your satellite dish system.

Designated Parking & Driveways

Designated parking spaces are not transferable and can only be changed by written approval of owners involved. A form documenting this change may be obtained from the management company and must be signed by all interested parties before the change can be effective. The signed copy must be presented to the management company. The Board of Directors assumes no responsibility in effecting this change.

Towing

Owners may have unauthorized cars towed from their spaces. Call the number on the posted towing signs. You will need to be present when the tow truck arrives to sign an authorization form.

Sale and Lease of Condominiums

Owners are prohibited from placing "for sale," "for rent," or any other signs in or around the common elements or displaying signs to the public view in or on any unit or any portion of the Condominium Development. "Open House" signs will be permitted for a single event for a period not to exceed 24 hours but only with permission granted in advance by the management company or Board of Directors.

Reporting Violations

Please direct complaints, rule and policy violations, or common area repair requests to the management company:

Fines

Failure to comply with any of these policies will result in a warning letter that gives the resident 10 days to comply. If the violation continues, a fine of \$50 or more will be charged.

Continuing or subsequent violations of the same type will result in a fine of \$100 or more per month or portion thereof without prior notification by the Board of Directors or its designated agent.

Owners are responsible for the actions of their tenants and visitors.

In addition to fines, any modifications to the unit that do not comply with these policies must be brought into compliance.

Appeals

After a written notice of violation, the owner has the right to appeal within 30 days of the date on the violation notice. All appeals must be in writing and sent to the management company.

After an appeal is received, the owner will be invited to a hearing before the Board of Directors at the next regularly scheduled meeting.

Should an appeal be heard, the Board of Directors will issue its written decision within 30 days after the hearing. Board decisions are final.

If the owner does not request a hearing within 30 days, the matter is considered closed. Any fines issued must be paid within 60 days of the original notice of violation.

Failure to pay fines may result in further fines and penalties.