

**Greenway Townhouse Association
Rules and Regulations
Applicable to Owners, Tenants, and Guests
(Revised November 2017)**

The following rules and regulations have been adopted in order to assure maximum living enjoyment, aesthetic beauty, and property values. These rules and regulations are automatically a part of each lease, and each owner is responsible for seeing that his/her tenants have a copy and abide by them. Failure to do so may result in the owner being fined. Copies are available by mail or e-mail, upon request. There may be a charge for additional copies. Please report any concerns to a member of the Greenway Board of Directors or our management company:



5034 Holly Road, Suite 2
Corpus Christi, TX 78411

(361) 992-4990

(361) 992-4344 FAX

In accordance with HB 1821 (2011) and Texas Property Code 202.006, these rules and regulations shall be filed as a "dedicatory instrument" in the official Public Records of Nueces County. These rules are not enforceable until they are officially recorded except as provided for under state law.

These rules and regulations will be strictly enforced and are subject to review and change at any time. Homeowners will be notified when such changes occur.

1. Storage of Property in Common Areas No personal property shall be stored, temporarily or permanently, on sidewalks, lawns, parking areas or other common areas. Neither hanging nor potted plants may be placed in carport areas where they will infringe upon shared common carport spaces or marked visitor parking spaces.

2. Patios, Carports, Entry Areas and Walkways These areas shall be kept clean and neat by owners and tenants. Absolutely no fire or health hazard will be tolerated. Carports must be kept free of excessive automobile leaks, paint, stains and debris. Nothing shall be stored overhead under carport roofs. Patios must be kept free of trash, weeds, pet droppings, odors, and any other items that may detract from the aesthetic beauty of the community. A unit owner will be charged for any necessary cleanup if, after a notice, the problem is not corrected and the board has to correct the violation.

3. No Clothes or Mop Drying Outside No clothes, towels, bathing suits, mops or other items may be hung out to dry on patio fences where visible from streets, driveways, walkways, etc.

4. Windows and Entrance Doors The Board of Directors has the right and responsibility to control the visual attractiveness of the complex, including the right to require removal of objects which are visible from the common areas and which detract from the overall appearance of the property. Blinds and drapes must be kept in good condition and hung properly. No aluminum foil or other materials ruled objectionable in the reasonable judgment of the Board should be placed in or around any window. The owner must replace broken windowpanes promptly. Entrance doors must be kept in good condition and may not be painted any color that is reasonably objectionable to the Board. Installation of storm windows, shutters or doors is generally acceptable, but approval of the Board of Directors must first be obtained. Submit a written request to the management company along with sketches or photographs of what you intend to install. The Board of Directors may assign the duty of these decisions to the Architectural Committee before coming to the Board for a final decision.

5. Architectural Control In accordance with our Declaration of Covenants, Conditions and Restrictions, Article V, no alterations to building walls, either interior or exterior, shall be made without first obtaining, in writing, the approval of the Board of Directors. A copy of the detailed plans for all such work must be submitted to the management company at GreenwayARC@3rdCoastHOA.com and be approved by the Board **prior to the work being started.** City building permits and engineering approval will also be required. The Board of Directors may assign the duty of these decisions to the Architectural Committee before coming to the Board for a final decision.

6. Antennas Small satellite dishes are permissible and the homeowner shall incur all fees and expenses associated with the satellite dishes.

7. Trash and Other Discarded Items Garbage, refuse, rubbish or other discarded items shall not be left or deposited, even temporarily, on any common area except inside dumpsters located throughout the complex or in the recycle bin. Large discarded items (furniture, appliances, mattresses, tires, etc.) **must be hauled off the complex by the owner/resident.** Such items **will not** be picked up by the garbage disposal service. Greenway hires a private garbage disposal service that picks up trash in the dumpsters and recyclable materials every Tuesday and Friday only. While renovating, discarded tile, carpeting, plumbing fixtures, cabinets, rocks, concrete, etc. **must be hauled off the property by the contractor or the owner/resident.** This refuse **must not** be placed in or beside the garbage dumpsters. Our garbage company charges us an additional \$500 per dumpster if they have to dispose of these items. That charge will pass that charge, whatever the current fee is, to the homeowner/resident.

8. Recycling Guide All recyclable material is collected together in the same container. These items are acceptable for recycling: All types of clean dry paper, all empty plastic containers with the number 1-7, and all empty aluminum and tin/steel cans. Non-recyclable materials: Styrofoam, food wraps, liquids, glass, and food waste or tissue products.

9. Noise Townhouse unit owners, tenants and guests shall refrain from playing radios, televisions, stereos and any other electrical or mechanical devices, inside or outside, so loud that they may be heard outside the townhouse or through the common walls. Doors and windows must be shut when playing television, stereos and similar sound equipment at levels objected to by any unit owner, tenant or management representative. Between the hours of 10:00 p.m. and 8:00 a.m., noise throughout the complex should be kept to a minimum. This includes loud racing of vehicle motors.

10. Nuisances No unsafe materials, noxious, offensive odors or illegal activity is permitted on the property and this includes fireworks. No activity shall be conducted on the property, which in the judgment of the Board of Directors or management might reasonably be considered as annoying to neighbors of 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 conduct any activity that could result in increased insurance rates for the property. Without written consent of the Board, no person shall cause any improvements that would be uninsurable or cause any policy to be canceled, suspended or materially modified by the issuing company.

11. Animals The only animals allowed on the property are those belonging to owners and tenants. There shall be no more than two animals per unit. No animal that is expected to weigh more than 40 lbs. fully grown shall be permitted. No animal shall be allowed to make an unreasonable amount of noise or become a nuisance. All animals walking on the property **must** be confined to a leash. No animal may be boarded for hire or remuneration on the property and no kennels or breeding operation will be allowed. No animal shall be allowed to run at large. Animals that are permitted shall be kept on a leash or within an enclosed area that must be kept clean, sanitary and free of refuse, insects and waste at all times. Leashes may not be tied to anything in common areas and must be held by a person who can control the animal at all times. In obedience to City Ordinance Article VI, 6-157 "the owner or occupant of a unit where an animal is housed has the responsibility to immediately clean up after such animal has defecated in common areas or on an outside patio, enclosed courtyard, or street or driveway". Greenway rule and regulation fines will be imposed for violation of this city ordinance. If an animal owner or occupant of a unit is in violation of these restrictions, the Board shall have the right to remove the animal from the property and place the animal with the local humane society or proper governmental authority. The owner of the animal will be liable for payment of all fees and legal costs to retrieve their animal. In the event of a pet attack or threatening behavior of a pet to another or a person, the HOA may contact the proper city authorities The HOA is not responsible for any liability.

12. Pest Control The Board is not responsible for pest control or for any maintenance costs caused by termites and such. However, the Board shall have the right to impose fines if an owner's failure to control pests is adversely affecting other units.

13. Children Each owner is responsible for the conduct and supervised safety of children who are residents, tenants or guests in his/her unit. No children's toys may be left outside in common areas at any time. No child nine years of age or younger is allowed to ride a bicycle, tricycle or any other toy conveyance in the driveways without being closely attended to by an adult. Children shall not play in the carports of other units.

14. Criminal Activity While on the property, no person may violate any criminal laws, health codes or any other applicable law. All unit owners are encouraged to take reasonable steps to protect their property. There shall be no marring, defacing or tampering with water pipes, lighting, sprinklers or other common property. The Board may engage a surveillance service for the complex, but does not provide security for the residents other than the light poles provided by AEP and paid for by the HOA.

15. Solicitations No type of solicitation (door-to-door salesmen, etc.) is allowed unless specifically authorized in writing by the Board of Directors. Violations should be reported to management or a Board member immediately.

16. Signs All units "For Sale" or "For Rent" signs must be no larger than 24" x 18" and a shape approved by the Board of Directors. Exceptions must have written approval by the Board. Real estate agents must remove their signs within seven (7) days after closing. Other signs should be removed immediately upon sale or rental. Signs placed in unapproved places will be removed without notice. No signs shall be attached to trees or displayed in windows. All other signs (political, advertising, etc.) are prohibited and may not be exhibited anywhere in the complex unless otherwise addressed by HB 78.

17. Hurricanes/Tropical Storms/ Severe Winter Freezes When a hurricane is approaching, it is the owner's responsibility, working with his lessee if necessary, to secure his/her property. This includes placing window covers or supports and securing or removing loose items from patios, entryways and carports. When a severe winter freeze warning is issued, again, it is the owner's responsibility to take the necessary precautions to ensure the safety of the water pipes inside and outside of his/her unit. Remember, an empty unit is particularly vulnerable during a winter freeze. In the event of an extended absence during hurricane season or mid-winter freeze, owner's residents should notify a Board member or management as to the person to be contacted in an emergency.

18. Motor Vehicles (Including Motorcycles)

a. Speed limit is 10 mph

b. No parking is allowed on sidewalks, behind carports, in driveways, or on grass. No parking is allowed by any red "fire lane". Vehicles parked in violation may be towed away without notice at owner's expense.

c. Every unit is assigned a carport with two parking spaces. All other parking spaces are guest parking. Any homeowner or tenant with more than two vehicles must park their extra vehicle(s) at the end of the building. All spaces other than the two assigned to each unit are for guest parking only. Utility vehicles are considered guests and will be allowed to park in the areas where the electrical meters are located while they complete their work.

d. To alleviate traffic congestion, potential accidents and conflict with neighbors, residents are urged to use their assigned carport spaces to park their vehicles. In case of an occasional overflow, residents are encouraged to use the parking at the end of their own building.

e. No boat and/or trailer will be permitted to be parked or stored on the property. Recreational vehicles owned by residents must be parked or stored off the premises. Exception: To accommodate out of town guests, the temporary (maximum one week) parking of a recreational vehicle on the driveways or in parking areas will be evaluated on an individual basis depending on whether or not it creates a traffic obstruction or inconvenience to neighbors. Please notify the Board or management when such a recreational vehicle is expected to arrive so a decision may be made.

f. No vehicle may be repaired while parked on the property except for tire changing or topping off of fluids. All other services or repairs must be done off the property. Oil or other vehicle fluid leaked on the property must be cleaned up by the perpetrator.

g. Vehicles in the following circumstances may be removed from the property at owner's expense provided that the owner does not act promptly following notice from any Board member or management representative:

(1) Vehicles with expired registration

(2) Vehicles with expired inspection stickers

(3) Vehicles with flat tires or which are obviously inoperable due to missing parts or damages

Vehicles parked in violation of these rules may be removed and stored without permission of the vehicle's owner or operator. Notice and removal will be in accordance with Chapter 684 of the Texas Transportation Code (formerly Article 6701 g-2). A vehicle owner is liable for all costs of towing and storing of vehicles in violation.

19. Plumbing and Water Leaks Each owner shall be responsible for promptly repairing leaks and maintaining in good condition plumbing, fixtures, lavatories, sinks and tubs inside his/her unit. An owner shall be strictly liable for damages incurred anywhere (including adjacent units) caused by water leaks from plumbing mentioned above, as well as dishwashers, hot water heaters, washing machine, aquariums or water beds in their units. If the Board deems it necessary to do the repairs inside an owner's unit, the owner shall reimburse the association for the cost thereof. Any cost to unstop drains in the common elements shall be borne by the owner if it is obvious that the owner or his lessee has misused the drains or commodes to dispose of insoluble objects such as disposable diapers, feminine products, etc. Also, to prevent clogging, cooking oil/grease shall not be poured down the drains.

20. Barbecuing Barbecue pits in use must be in accordance with the local fire code/city ordinance, currently at 10 feet from the closest wall. All residents will be allowed one BBQ Pit/Smoker/Gas Grill to be placed visibly under carport at any one time.

21. Rules of Behavior for All Board, Association and Committee Meetings There shall be no smoking or consumption of alcoholic beverages in the room where any official meeting of the board, committees, or the annual meeting of the homeowners is being held. All meetings will be conducted under Roberts Rules of Order.

22. Location of Flagpole in Homeowner's Yard In accordance with SB 680 (2013) and Texas Property Code Chapter 202, each homeowner shall have the right to place a flagpole in their yard and fly the flags of the United States, Texas or a branch of the United States military. Before doing so, the homeowner must bring before the board the size, number, and/or location of the flags, flagpoles and any lights used to illuminate the flags. The Board must approve these before being placed on homeowner's property. Contact: Greenway@3rdCoastHOA.com

23. Restrictive Rules for Active Military These Greenway Rules and Regulations include this advisory concerning special rights or relief from enforcement of a restrictive rule afforded to a property owner under the federal Service Members Civil Relief Act if he or she is serving on active military duty. The Board must be notified if a homeowner is on active military duty and he/she is requesting relief from such rules and regulations.

24. Storage of Hazardous Materials There shall be no storage of large amounts of chemicals and/or hazardous materials on Greenway Townhouse Association property. Large amounts shall be determined, as over and above what would be considered normal household amounts.

25. Owner Right to View Records In compliance with Texas Property Code 209.005, any homeowner has the right to view any and all records of the association. Any homeowner choosing to view those records must notify the Board in writing and the Board will have 10 days in which to set an appointment for the homeowner(s) to view association records. The records must be viewed in the presence of a Board member. If the homeowner chooses to ask for copies of the records, this request must be in writing. The Board will have 10 days in which to make the requested copies and will notify the homeowner when the copies are ready to be picked up. The homeowner will be required to pay 15 cents per page for the pages to be copied.

26. Estate Sales on Property In the event of the death of a homeowner, the family shall be allowed to have an estate sale on the property. Such estate sale shall be limited to two (2) days and the Board of Directors shall be notified in writing prior to the estate sale.

27. Garage Sales on Property The Greenway Townhomes Association shall have the option of holding a one (1) day garage sale up to two (2) times a year. The Board of Directors shall set the dates and all rules regulating the garage sale. All homeowners shall be notified in writing after all plans have been completed. Only residents shall be allowed to sell items in the garage sale.

28. Exterior Maintenance In addition to maintenance upon the common area, the Association shall provide exterior maintenance upon each unit which is subject to assessment hereunder, as follows: paint, clean and repair gutters and downspouts as needed, maintain minor exterior building surfaces as needed. Trees, shrubs, and grass shall be maintained in a neat and orderly fashion. The Association IS NOT responsible for any interior repairs or HVAC equipment.

29. Resident Parties No homeowner or tenant will be allowed to have parties using inflatables of any kind on either their own property or on common property without the written consent of the Board of Directors. No parties or gatherings of any kind will be allowed on any common property without the written consent of the Board of Directors. Application of such form must be turned in to The Board within a minimum of 7 days notice. The Board must have a copy of proof of insurance coverage in writing at the time the request for use of any property is made. Homeowners must make sure their tenants have a copy of this rule.

Fines for Violations of Rules and Regulations

1st violation – warning only

2nd violation - \$50

3rd violation and any subsequent violation - \$100 per violation

Townhouse Rules Primarily Applicable to Owners

1. Fines The Board may levy fines on a unit's owner for violations of the Association's rules and regulations. The Board or management may deem each violation separately. Fines will be assessed seven days after the owner is given notice of the nature, approximate date of violation and amount of the fine. The owner, tenant or guest will have an opportunity to be heard by the Board.

2. Returned Checks / Late Charges The charge for any returned check is \$30.00. The charge for any late payment of money owed to the Association shall be \$30.00 per month.

4. Towing A vehicle owner is liable for all costs of towing and storing of vehicles in violation.

5. Change of Ownership Each owner is responsible for giving written notice to the Association/management of any change of ownership of the unit and any change in their mailing address for notice purposes. The owner is responsible for the payment of regular assessments on his/her unit without the necessity of notice or demand being sent by the Board or management.

6. Leasing Any owner has the right to lease their unit and it shall be the responsibility of the owner to notify the Board or management of the names and contact phone number for their tenants within 7 days of the binding contract. Failure to do so will result in a \$100.00 fine. Each owner is liable for any damages caused by his/her tenant or their guests. A copy of these rules and regulations **MUST** be attached to leases between the unit owners and their tenants.

7. Delinquent Payments and Tenants If any owner is delinquent in the payment of any sum due to the Association for a period of 60 days or more, the Board may (so long as the default continues) demand and receive from the tenant occupying the 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. The Association's right to receive rent due in this circumstance is subordinate to the right asserted by any mortgagee of the unit under a recorded lien or assignment of rents. The Board may enter into indemnity agreements to protect tenants from whom the Board collects money directly pursuant to this rule.

8. Application of Funds In compliance with Texas Property Code 209.0063, a payment received from an owner must be applied in the following order of priority: 1) any delinquent assessment; 2) any current assessment; 3) any attorney fees; 4) 3rd Party Collection cost, any attorney fee incurred by the association; 5) Fines assessed by the association; 6) other amounts owed to the association.

9. Venue All Association business shall be conducted in Nueces County, Texas.