

**Point Venture Townhouses, Inc.
Community Handbook & Rules**

Revised May 2025

FACTS ABOUT POINT VENTURE TOWNHOUSES, INC.

Point Venture Townhouses, Inc. is a non-profit corporation comprised of the townhouse owners at Point Venture, Texas.

The Point Venture Townhouses, Inc. is operated by a Board of Directors, which sets policies regarding the financial, administrative and physical operation of the community, and assign the day-to-day operations and planning to operational staff.

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WHAT'S THE PURPOSE OF THE TOWNHOUSE ASSOCIATION?

The purpose of Point Venture Townhouses, Inc. is to serve your needs relative to your townhouse investment, including the special needs associated with those that are absentee owners. The organization is governed by a set of By-Laws, Rules and Regulations, and an elected Board of Directors, who are townhouse owners and who serve staggered terms of three years. The volunteer leadership provided by the Board includes direction of the organization's various activities and the paid staff of Townhouses, Inc. The staff is the primary resource for assistance to owners. The board, working with the paid staff, prepares a budget and a program of work each year. Budget funds are provided by monthly dues and, when necessary, by special assessments for specific purposes.

MUST I JOIN THE TOWNHOUSE HOMEOWNERS' ASSOCIATION?

Yes, once you purchase a townhouse you are automatically a member of Point Venture Townhouses, Inc. You are obligated to follow the Third Amendment of Reservations, Restrictions and Covenants For Point Venture Subdivisions: Point Venture Townhouses, Inc.; By-Laws of Point Venture Townhouses, Inc., the By-Laws, and the Rules and Regulation of Point Venture Townhouses, Inc. All governing documents can be found on the Association's website at pvtownhouses.org.

MUST I JOIN OTHER ASSOCIATIONS?

Point Venture Townhouses, Inc. is not affiliated with the Point Venture Property Owner's Association (PVPOA) (formerly known as Venture Yacht and Country Club). Since your townhouse is located within Point Venture, your purchase of property automatically makes you a member of the Point Venture Property Owner's Association. You are required to comply with the PVPOA By-Laws and the Rules and Information of PVPOA, which are separate documents from those of the Townhouses, Inc. These documents can be found at the PVPOA website at pointventure.com.

All property within Point Venture, Texas is within the jurisdiction of the Village of Point Venture and you are obligated to follow all ordinances of the Village.

WHAT DO I OWN?

Your lot, your townhouse, and all improvements on your lot. If your townhouse address is on Lakepoint Cove your lot extends from the street to an elevation near the water directly behind your townhouse. If your address is in the 500 range of Venture Blvd. S. your lot extends from the street to roughly 25 or 30 feet (depending on the lot survey) behind your townhouse. If your address is on Comanche Drive, Comanche Lane, the 200/300 range of Venture Blvd. S., Demarett, Nicklaus, Palmer Drive or Hogan Circle your lot may extend slightly in front of and/or behind your townhouse. Only by examining your individual deed, can you determine the exact boundary of your townhouse lot. Title to the common areas between townhouses, behind townhouses,

around the tennis courts and on Comanche Drive is owned by Point Venture Townhouses, Inc. Since you are also a member of the PVPOA you also own an interest in other common areas and improvements which are under the control of the PVPOA. This information is given as a guide and not a legal representation of your ownership interest.

WHAT UTILITY SERVICES ARE AVAILABLE?

Electricity is provided by Pedernales Electric Co-op.

Travis County WCID – Point Venture provides water and wastewater service. Keeping the plumbing for your home in good repair helps conserve resources, and thus reduces your monthly expenses.

Other service providers within Point Venture include: AT&T Telephone and Spectrum Cable. The miniature dish that Direct TV and Dish Satellite Service provide is allowed to be installed on your townhouse but **NOT** on the shingled roof.

Sewage services are provided through grinder pumps and common sewer lines for all townhouses (**Please read the section of this Handbook on Grinder Pumps**).

Townhouse Inc. pays for all common area electricity and water.

WHAT IS INCLUDED WITH MY MONTHLY TOWNHOUSE DUES?

1. Trash Management - Includes trash can servicing at shared trash screens.
2. Common Area Exterior Light Maintenance but does not maintain electrical if tied to owner's unit.
3. Key and Lockout Emergency Service
4. Exterior Mail Box Maintenance
5. Exterior Control Of Fire Ants, Wasps And Other Insects on Common Area
6. Landscape And Common Area Maintenance - Includes cleanup, brush cutting, shrub and tree trimming after storms.
7. Mowing
8. Lawn And Common Area Watering In Season
9. Periodic Inspection Of Grinder Pumps And Common Sewer Lines To Detect Any Leaks Or Clogging

10. Service And Maintenance Of Common Sewers And Grinder Pumps
11. Regular Inspection Of All Townhouse Exteriors In Order To Plan And Implement Maintenance Requirements And To Ascertain If Deed Restriction Violations Are Occurring - Includes fire safety violations & architectural non-compliance. The townhouse owner will be notified of any conditions needing attention by the PVTI office.
12. Annual Termite Inspection And Treatment At Minimal Cost

WHAT ARE GRINDER PUMPS?

All townhouses are serviced by common sewer lines and grinder pumps. The townhouse grinder pumps are not serviced by a utility company, but are the responsibility of Townhouses, Inc. The cost of maintenance of the grinder pumps is shared by each townhouse owner. Most grinder pumps within our townhouse sections service multiple residences. Our grinder pumps were originally installed in the 1970's and are much more fragile than normal sewer systems. Owners must be careful to avoid items that will clog, damage and destroy the grinder pumps. The following items must never be flushed down any drain in your townhouse, including your toilet:

- **Feminine products, personal cleaning wipes (including those that claim to be flushable, dental floss;**
- **Hair clippings, contents of a hairbrush hair, coffee beans, egg shells, seafood shells, cigarette butts;**
- **Cooking oil, grease, lard, fat, lubricating oil:**
- **Diapers, baby wipes, socks, rags, cloth;**
- **Kitty litter, coffee grinds, gravel, sand (including aquarium stone);**
- **Plastic objects (toys, eating utensils, etc.), rubber or latex, glass, metal, wood;**
- **Strong chemicals, toxic, caustic, or poisonous substances (this includes Drano, Mr. Plumber, etc.);**
- **Any explosive or flammable materials: Gasoline, kerosene, fuel oil, paint, paint thinner, anti-freeze;**
- **Degreasing solvents.**

Placing these items into your drains can result in sewage into your townhouse. When repair of a grinder pump is required, the items that have been put into the system are clearly visible. If the cause of a malfunction of a grinder pump and/or common sewer

line can be traced to actions of a particular townhouse unit, that unit will be charged, for the cost of repair.

Grinder pumps are powered by electricity. In the event of a power outage, your grinder pump will not work unless it is powered by a generator.

HOW DO I PAY FOR MY SHARE OF THE COMMON EXPENSES?

The Board of Directors prepares an annual budget. The budget is presented during the fourth quarter and approved at the January meeting in the year it is to be implemented.

The deed restrictions give the Board of Directors the authority to increase the monthly assessment or dues a maximum of 10% per year without polling all owners. The last increase in fees was in Feb 2025. An increase greater than 10% requires an affirmative vote of 2/3 of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Each month you will receive a statement by mail or email. Fees are considered due and payable on the first and delinquent after the 20th of the month billed.

WHAT IF I FAIL TO PAY MY MONTHLY ASSESSMENT?

On the 25th of each month a penalty of \$25.00 is charged to any and all non-current accounts that is past due. A notice of delinquency is indicated on your monthly statement, if the assessment has not been paid by the 25th of the month. If any account is more than 120 days past due, the account is turned over to the association's attorney, a lien is filed against your townhouse property and foreclosure proceedings are initiated. All legal costs are assessed against the delinquent owner and townhouse.

HOW CAN I PARTICIPATE IN THE GOVERNING OF THE ASSOCIATION?

Attend all homeowner meetings; read your communications from Townhouses, Inc. and provide your feedback to the Board of Directors.

You may run for the Board of Directors. Elections are held each year starting in May and culminating in the election and vote tally in July. Make your interests known through your participation at board meetings and community events.

WHEN AND WHERE DOES THE BOARD OF DIRECTORS MEET AND WHO MAY ATTEND?

Directors' meetings are held quarterly at 9:00 a.m. the third Saturday of January, April, July and October. The General Membership Meeting in July is also on the third Saturday. You are encouraged to attend these meetings and to present your concerns or suggestions. Also, you are urged to participate in the election of the board members each July.

WHAT MAY I DO TO MY HOME AND LOT?

You may make any non-structural changes and improvements to the interior of your townhouse.

Any modifications or alterations that would change the external appearance is prohibited by Deed Restriction unless approved, in advance, by the Point Venture Townhouse ARC Committee and the Point Venture Architectural Control Committee, which is an organization separate and distinct from both Townhouses, Inc. and PVPOA. Building permits from the Village of Point Venture are also required.

- **Architectural Control** - *Townhouses, Inc. is responsible for architectural control of all member townhouses at Point Venture. Any proposed alteration, remodeling, painting, or other work that changes the exterior of the townhouse in any manner, whether visible or not, must be approved by the Townhouse ARC Committee.* Each improvement, modification or alteration must comply with all provisions of the Townhouse Architectural Control Committee Standards published on the website of Point Venture Townhouses, Inc. It is a generally accepted premise that any proposed change must be compatible with the existing appearance in architectural esthetics, building materials, and color before such approval is granted.
- **Structural Modifications.** No townhouse owner, their contractors or agents shall remove or replace any townhouse structural member without filing a written report and/or drawings from a certified professional engineer specifying the work to be done. This does not apply where the replacement structural member is of like kind and is installed by a qualified, insured contractor.
- **Procedure.** Plans and specifications for any proposed modifications must be attached to and submitted with Point Venture Townhouses Architectural Control Committee Application for Review and Approval (application can be found at pvtownhouses.org). The application must be submitted to the office of Point Venture Townhouses, Inc.
- The application must first be reviewed and approved by the Townhouse ARC Committee. Upon approval, the application will be forwarded to the Point Venture Architectural Committee. Pursuant to deed restrictions, the Point Venture Architectural Committee has 30 days for their review of the application. If a decision is not made by the Point Venture Architectural Committee within 30 days from the date of submission, approval is automatic.
- Should you commence construction prior to receiving approval, a stop work order will be issued. If the stop work order is ignored, a fine of \$100 per day will be assessed to the owner as long as work continues. Further, you may have to return the exterior of your townhouse to the same configuration that existed prior

to the start of construction. Without prior approval you risk creating a project which will not receive approval.

- **All Architectural Standards can be found at pvtownhouses.org** under documents/ACC Exterior Standards.

IS INSURANCE PROVIDED?

Point Venture Townhouses, Inc. does not provide any insurance coverage for individually owned townhouse property. Insurance for your residence and other improvements are your responsibility. Each owner is strongly encouraged to obtain and maintain (i) property insurance on his or her Townhouse Lot and the townhouse residence constructed thereon and all other insurable improvements on the Townhouse Lot with All Risk Hazard Insurance coverage, in an amount sufficient to cover 100 percent of the replacement cost of any repair or reconstruction in event of damage or destruction from an insurance hazard; (ii) loss assessment coverage; and (iii) liability insurance covering the owner's Townhouse Lot.

General Liability, D&O and Crime policies are renewed annually for the Association.

WHO IS RESPONSIBLE FOR MAINTENANCE AND REPAIRS?

Maintenance of all townhouses is the responsibility of each owner. The Townhouse Association has no obligation to perform any maintenance or repairs to any individual townhouse. All townhouses, including the stairs and decks, must be maintained in good repair. The Townhouse Architectural Control Committee Standards should be reviewed for requirements regarding exterior paint colors for siding, railings, balusters, and fascia.

Use Of Contractors – The Townhouses, Inc. office maintains a list of outside contractors (electrical, heating/air conditioning, plumbing, structural, etc.) who can provide services and who have been requested to provide a current certificate of liability insurance. While the office will furnish names of contractors needed for a specific type of repair, the Townhouse Association is not in a position to recommend any one contractor over another. Individual townhouse owners are responsible for the employment of the outside contractor and for making arrangements for the work to be performed and the amount to be paid.

Grounds Maintenance – Maintenance of townhouse common areas is under the control of Townhouses, Inc. Maintenance of yard lights is also under the control of Townhouses, Inc. Maintenance of the common areas surrounding the tennis courts is under the control of Point Venture Property Owners Association.

WHAT OTHER PROGRAMS AND SERVICES ARE PROVIDED?

Quarterly Pest Control is an optional service provided if requested by an owner. A commercial service is available through the townhouse office for a small fee, which currently is \$27.07 quarterly.

Termite Inspection of each townhouse is provided annually. If needed, termite treatment may be provided immediately during and/or after the inspection. This inspection is usually scheduled during October. The cost for this may be passed on the homeowner at the discretion of the Board of Directors. If an inspection is required for the sale of a home, Townhouses, Inc. is not involved, but the owner may call the contractor to provide inspection certificates.

WHO MAY USE THE POOL, TENNIS COURTS & EXERCISE ROOM?

The park, pool, tennis courts and exercise room are under the control of the Point Venture Property Owners Association. All residents and their guests may use these facilities according to the rules and regulations established by the Point Venture Property Owners Association. Use of meeting rooms is also under the control of Point Venture Property Owners Association. Access cards are provided by PVPOA and are required for entry to the park, pool, and exercise.

No one under 12 years of age is allowed to use the pool or exercise room at any time without an adult supervisor (18 or over).

You are not allowed to bring glass containers into the pool area and pets are not allowed in the pool area.

CAN I HAVE MY FAMILY PET WITH ME?

Yes, but not at the pool! You must comply with all Townhouse rules and Village Ordinances associated with animals.

WHAT ABOUT PARKING?

There are no designated parking spaces. Point Venture is designed for two cars per townhouse. Your cooperation is extremely critical in this area, especially in the summer months. Parking becomes critical and consideration should be given to your neighbors. At any time that more than two vehicles are associated with your townhouse, you should park additional vehicles in the parking area near the swimming pool. Store boats and their trailers properly and do not park them in front of, beside, or behind townhouses. No permanent parking of boats and trailers is permitted. Parking rules are specified as part of this Handbook.

CAN I RENT MY UNIT?

Currently there is no prohibition against renting your unit; however, a rental permit is required subject to the Deed Restrictions, Townhouse Inc. Rules and Regulations, and

By-Laws of Townhouses, Inc. There is an assessment of \$400.00 per calendar year on each unit that is held, used or offered for rental at any time during the year. You are responsible for any damages or violation by your tenants. Be sure your tenants know all the rules listed in this document.

IS OUTDOOR COOKING ALLOWED?

Most of the townhouse units were built in the 1970's and have only an air space between the walls of adjoining units. Although each townhouse is a separate residence, multiple residences are joined into each townhouse building. This makes our buildings multi-residence buildings similar to apartments and condominium. Our multi-residence buildings pose an increased risk of destruction from fire.

In addition, please consider the following information:

- Outdoor cooking devices on any deck, balcony or patio of any structure housing multiple residences creates a serious risk of danger. It is the accepted recommendation that all outdoor cooking devices should be located at least ten (10) feet from any structure or combustible surface. Texas Fire Marshalls' Offices follow the National Fire Prevention Code which states "For other than one- and two-family dwellings, no hibachi, gas-fired grill, charcoal grill, or other similar devices used for cooking, heating, or any other purpose, shall be used or kindled on any balcony or under any overhanging portion or within 10 ft (3 m) of any structure.
- The Travis County Fire Marshall offers the following suggestions for Barbeque Safety:
 1. Check all hoses for wear and damage.
 2. Keep your BBQ clean. A buildup of grease and food can start a fire. Empty the grease trap regularly.
 3. Never leave a BBQ unattended or allow a child near.
 4. Have a fire extinguisher or water hose near.
 5. Place the BBQ at least 10 feet away from structures, fencing and overhanging branches.
 6. Never BBQ in an enclosed area.
 7. Place the BBQ on a flat, noncombustible surface.
 8. Never store propane tanks indoors or near a hear source.

Outdoor fires and cooking are controlled by the Rules and Regulations outlined in this Handbook and are available at pvtownhouses.org under governing documents.

ARE THERE RULES AND REGULATIONS THAT I MUST FOLLOW

The following Rules and Regulations have been approved by the Townhouses, Inc. Board of Directors and apply to all owners of townhouses,

1. Compliance. Compliance with Point Venture Townhouses, Inc. Rules and Regulations, Deed Restrictions and Bylaws of Point Venture Townhouses, Inc. is required of all owners and/or any person or entity occupying the owner's property. It is the responsibility of each owner to convey these Rules & Regulations to each person occupying the owner's property.
2. Architectural Control. - No improvement, modification or alteration shall be made, or commenced without obtaining written approval of both the Point Venture Townhouses, Inc. Board of Directors and the Point Venture Architectural Control Committee. Each improvement, modification or alteration must comply with all provisions of the Townhouse Architectural Control Committee Standards published on the website of Point Venture Townhouses, Inc. The procedure is outlined in the *Point Venture Townhouses, Inc. Community Handbook & Rules*.
3. Decks, Balconies, Porches & Common Areas
 - a. Decks, patios, porches and balconies must be kept neat in appearance.
 - b. Clotheslines and the hanging of towels and garments from railings, fences, lawn furniture, and patio furniture in front or behind townhouses is prohibited.
 - c. Decks, porches, patios, and/or common areas are not to be used for storage of boxes, cleaning utensils, lumber, bricks, cans, buckets, unused furniture, appliances, pipe, paint, gasoline, tools, building materials, or any other items.
 - d. Front decks, front balconies and front porches shall not be used to store any outdoor cooking device. Any outdoor cooking device used in front of townhouse units must be secured out of sight when not in use.
 - e. No hot tub, spa, sauna, in ground water device, above ground water device, fountain, outdoor shower or similar product shall be placed on any deck, patio or private property without prior written permission from the Board of Directors. If approved, all such products are subject to any and all local building restrictions.
 - f. Permission must be obtained from the Association prior to erecting any radio antenna, television antenna, satellite dish or receiver device.
 - g. Window or wall air conditioning or heating units are prohibited. Units with such devices as of May 15, 2021 are not subject to this rule; however, no existing units shall be replaced without prior approval from the Board of Directors.
 - h. Dumping of trash of any kind, including tree and shrub trimmings, is strictly prohibited.
 - i. Garbage and trash must be placed inside trash containers provided by the

contractor serving Townhouses, Inc. Leaving trash, boxes or any other items outside the trash containers is prohibited.

j. Railings, walkways, porches and decks shall be maintained in good condition in order to provide safe entry and exit.

k. Overnight camping is prohibited on any and all Association common areas.

l. **THE FIRST VIOLATION OF ANY RULE ABOVE SHALL RESULT IN A WRITTEN WARNING BEING SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE OWNER STATING THE ACTION THAT CONSTITUTES A VIOLATION, STATING THE AMOUNT OF THE FINE, PROVIDING AN OPPORTUNITY TO CURE THE VIOLATION (BY A DATE CERTAIN), AND STATING THAT A FINE IN THE AMOUNT OF \$25.00 PER DAY WILL BE LEVIED IF THE VIOLATION IS NOT CURED BY THE STATED DATE. EACH SUBSEQUENT VIOLATION OF ANY RULE ABOVE SHALL RESULT IN A FINE OF \$25.00 PER DAY UNTIL THE VIOLATION CEASES. IN THE EVENT THERE ARE NO SUBSEQUENT VIOLATIONS FOR A SIX (6) MONTH PERIOD FROM THE DATE OF THE ORIGINAL WARNING, THE OWNER IS ENTITLED AGAIN TO A FIRST VIOLATION WARNING.**

4. Emergency Services

a. The Association is not responsible for providing keys or access to rental units.

b. There is no guarantee that Association personnel will be available to provide after-hours access to any Townhouse unit. If after-hours emergency access is provided, verification of authority to enter the townhouse unit will be required and there will be a service fee of \$25.00.

5. Endorsement of Insurance Checks - Any owner who is co-payee on any insurance check on which the Association is a co-payee shall endorse the check to the account of the Association upon presentment of the check to the owner. If the owner fails to do so, the Association may levy a specific assessment against the owner in an amount equal to the amount of the check, plus an additional fine of 1.5% of that amount, for each month in which the owner fails to endorse the check.

6. Grinder Pumps. The Association has grinder pumps and common sewer lines serving all units. The Association is responsible for payment of all maintenance costs of those grinder pumps and common sewer lines. If the cause of a malfunction of a grinder pump and/or common sewer line can be traced to actions of a particular unit, that unit will be charged, as a specific assessment, for the cost of repair.

7. Rental Fee. The Association shall be entitled to impose an administrative fee of \$400 per

calendar year on each unit that is held, used, or offered for rental at any time during the year ("rental unit"). The fee for an existing rental unit shall be due and payable on January 1st of each year. The fee for any unit that becomes a rental unit after January 1st of any year shall be due and payable on the date the unit is first held, used, or offered for rental, and shall not be prorated for any calendar year. The Board, by resolution, may change the due date for payment of the fee.

8. Noise

- a. At no time shall owners, guests and/or animals occupying any unit, property, deck, patio and/or common area be allowed to create a nuisance.
- b. **A noise nuisance is sound or noise that can be clearly heard by a person with normal hearing such that a reasonable person would believe the sound or noise unreasonably interferes with the comfort, use and enjoyment of others. The term does not require the clear appreciation of specific words of speech or specific words of a song.**
- c. Noise nuisance also includes, but is not limited to the following: unreasonable levels of noise, offensive language, and unreasonable level of any animal noise.
- d. **EXCEPT AS STATED IN e. BELOW, THE FIRST VIOLATION OF THE ABOVE NOISE RULE SHALL RESULT IN A WRITTEN WARNING BEING SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE OWNER STATING THE ACTION THAT CONSTITUTES A VIOLATION, STATING THE AMOUNT OF THE FINE, PROVIDING AN OPPORTUNITY TO CURE THE VIOLATION (BY A DATE CERTAIN), AND STATING THAT A FINE IN THE AMOUNT OF \$500.00 WILL BE LEVIED IF THE VIOLATION IS NOT CURED BY THE STATED DATE. EACH SUBSEQUENT VIOLATION OF THE NOISE RULE ABOVE SHALL RESULT IN A FINE OF \$500.00. IN THE EVENT THERE ARE NO SUBSEQUENT VIOLATIONS FOR A SIX (6) MONTH PERIOD FROM THE DATE OF THE ORIGINAL WARNING, THE OWNER IS ENTITLED AGAIN TO A FIRST VIOLATION WARNING.**
- e. **EACH DISTURBANCE OCCURRING AFTER 12 MIDNIGHT SHALL BE CONSIDERED UNCURABLE, AND SHALL RESULT IN AN AUTOMATIC FINE OF \$500.00. THERE WILL BE NO WARNING.**
- f. Violations are to be reported as follows:
 - (1) Report the violation to the local Travis County Sheriff (512-974-0845) and obtain an incident number, if possible.
 - (2) Document the violation through the use of technology, including but not

limited to: pictures, audio recordings or video recordings, which show the date and time of recording.

- (3) Within 48 hours of the disturbance, report the violation in writing to the Townhouse Office (Point Venture Townhouses, Inc., 551 Venture Boulevard S., Point Venture, TX 78645, or office@pvtownhouses.org) with all documentation attached.
 - (4) Each complaint will be reviewed by the Townhouse Office and the Townhouse Board of Directors.
- g. On or before the 30th day after the date the notice was mailed, the owner may file a written request for a hearing to discuss and verify facts and resolve the matter in issue before the Board of Directors. A hearing before the Board of Directors will be held not later than the 30th day after the date the board receives the owner's request for a hearing. A majority vote from the Board of Directors is required to overturn any fine.

9. Parking

- a. Motor vehicles, trailers, and similar items may only temporarily park on Association common areas for a period not to exceed 72 hours in a 14 day period.
- b. No transport trucks, 18-wheelers or commercial vehicles are allowed to be parked overnight on Association common areas, including but not limited to behind any townhouse, in any parking space or any roadway located within the townhouse areas.
- c. Motorhomes, boats, trailers, and similar items are not permitted to be parked in front of or behind townhouses except for the purpose of loading or unloading.
- d. Motor vehicles, recreational vehicles, motorhomes, boats, trailers and motorcycles are strictly prohibited from parking beside any townhouse or on any area where sprinkler systems are located.
- e. Each owner shall be strictly liable for property damage caused by the owner, any member of the owner's family, any guest of the owner, any tenant of the owner, any person or entity renting from the owner and/or any person or entity occupying the owner's property. The cost to repair damage to Association common property will be a specific assessment to the owner.
- f. Inoperable vehicles, including vehicles with flat tires, may not be left on Association common areas (including parking areas) for more than ten (10) days. Vehicles with expired registrations shall be considered inoperable. After written notice by email to the owner, any violation shall result in the inoperable vehicle being towed at the owners' expense.

- g. No repair work or blocking of any vehicle off the ground is permitted on Association common areas (this includes all paved parking areas). Mobile repair service must be completed within 24 hours.
- h. **THE FIRST VIOLATION OF ANY RULE ABOVE SHALL RESULT IN A WRITTEN WARNING BEING SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE OWNER STATING THE ACTION THAT CONSTITUTES A VIOLATION, STATING THE AMOUNT OF THE FINE, PROVIDING AN OPPORTUNITY TO CURE THE VIOLATION (BY A DATE CERTAIN), AND STATING THAT A FINE IN THE AMOUNT OF \$25.00 PER DAY WILL BE LEVIED IF THE VIOLATION IS NOT CURED BY THE STATED DATE. EACH SUBSEQUENT VIOLATION OF ANY RULE ABOVE SHALL RESULT IN A FINE OF \$25.00 PER DAY UNTIL THE VIOLATION CEASES. IN THE EVENT THERE ARE NO SUBSEQUENT VIOLATIONS FOR A SIX (6) MONTH PERIOD FROM THE DATE OF THE ORIGINAL WARNING, THE OWNER IS ENTITLED AGAIN TO A FIRST VIOLATION WARNING.**

10. Pets

- a. The Village of Point Venture has an animal control ordinance. Each owner must comply with all provisions of that ordinance.
- b. Pets are required to be on a leash and under the control of the handler when outside. Pets are not allowed to run free on any townhouse common areas.
- c. Pet owners are strictly liable and will be held responsible for any damage or personal injury caused by their pets.
- d. Pet owners are responsible for immediately cleaning up after their pets.
- e. **THE FIRST VIOLATION OF THE ABOVE PET RULES SHALL RESULT IN A WRITTEN WARNING BEING SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE OWNER STATING THE ACTION THAT CONSTITUTES A VIOLATION, STATING THE AMOUNT OF THE FINE, PROVIDING AN OPPORTUNITY TO CURE THE VIOLATION (BY A DATE CERTAIN), AND STATING THAT A FINE IN THE AMOUNT OF \$100.00 WILL BE LEVIED IF THE VIOLATION IS NOT CURED BY THE STATED DATE. EACH SUBSEQUENT VIOLATION OF THE PET RULES ABOVE SHALL RESULT IN A FINE OF \$100.00. IN THE EVENT THERE ARE NO SUBSEQUENT VIOLATIONS FOR A SIX (6) MONTH PERIOD FROM THE DATE OF THE ORIGINAL WARNING, THE OWNER IS ENTITLED AGAIN TO A FIRST VIOLATION WARNING.**

- f. **All costs incurred by the Association for having an animal captured and/or restrained will be assessed against the owner.**

11. Safety

- a. Guns. Discharge of guns or firearms, including but not limited to BB guns, air rifles and pellet guns, within the townhouse sections, including common areas, is strictly prohibited. Discharge of firearms is also prohibited pursuant to the Ordinances of the Village of Point Venture.
- b. Fireworks. Display or use of fireworks of any type in the townhouse sections, including common areas, is strictly prohibited. Fireworks are also prohibited pursuant to the Ordinances of the Village of Point Venture.
- c. Fires. Open fires are prohibited in all townhouse sections and common areas.
- d. Hot Coals. Placing hot or warm coals in garbage bags, plastic trash cans or on the ground is strictly prohibited.
- e. Solid Fuel Burning. Charcoal, wood and/or other solid fuel burning devices are strictly prohibited on any and all decks, balconies and any structure with a roof or roof overhang.
- f. Outdoor Heating Devices. Any and all fire pits, fire tables, chimineas and other outdoor heating devices, whether fueled by charcoal, wood, solid fuel, liquid gas, propane, gel or any other fuel, are strictly prohibited in all townhouse sections and common areas. This rule includes all such devices, whether used for heating, cooking and/or ambiance.
- g. **VIOLATION OF RULES A THROUGH F ABOVE SHALL RESULT IN THE ASSESSMENT OF A FINE IN THE AMOUNT OF \$500.00 FOR EACH VIOLATION. THERE WILL BE NO WARNING.**
- h. Outdoor Cooking.
 - (1) Pursuant to Rule 11 e. above, charcoal, wood and/or other solid fuel burning cooking devices are strictly prohibited on any and all decks, balconies and any structure with a roof or roof overhang.
 - (2) It is the accepted recommendation that all outdoor cooking devices should be located at least ten (10) feet from any structure or combustible surface. The use of any liquid gas, propane or open flame cooking device on decks or balconies is discouraged.
 - (3) In the event any owner chooses to go against the above recommendation

and any liquid gas, propane or open flame cooking device is used, the following rules shall apply:

- (a) Any liquid gas, propane or open flame cooking device, while in operation, must be located at least three (3) feet from any wall or combustible surface.
 - (b) For any liquid gas, propane or open flame cooking device located nearer than three (3) feet from any wall or combustible surface, a fire resistant barrier must be attached to all walls and/or combustible surfaces (i.e. a fire resistant barrier must be attached to the wall, flooring, ceiling and/or railing where the device is located).
 - (c) Use of any liquid gas, propane or open flame cooking device is prohibited in any area covered by a ceiling, roof or overhang.
 - (d) At all times that any liquid gas, propane or open flame cooking device is in use, a fire extinguisher must be located within 15 feet of the cooking device.
 - (e) Each townhouse owner is strictly liable for any damage resulting from the use of any outdoor cooking device.
 - (f) Any and all damage costs resulting from the use of any outdoor cooking device will be assessed against the owner.
- i. Fire Extinguishers. A fire extinguisher, conforming to marine type USCG, Type A, Size II or Type B; C, Size I, with Underwriters Laboratories seal, in good condition, and inspected annually shall be quickly and easily accessible.
 - j. Smoke Alarms. Hardwired smoke alarms are recommended for each townhouse unit. Battery operated devices should be installed in areas where hard wired devices are not practical.
 - k. Motorbikes, Motorcycles, & Dirt Bikes. Motorbikes, motorcycles, and/or dirt bikes are not allowed on the grassy portions of townhouse sections or on any townhouse common areas.
 - l. **THE FIRST VIOLATION OF THE ABOVE RULES SHALL RESULT IN A WRITTEN WARNING BEING SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE OWNER STATING THE ACTION THAT CONSTITUTES A VIOLATION, STATING THE AMOUNT OF THE FINE, PROVIDING AN OPPORTUNITY TO CURE THE VIOLATION (BY A DATE CERTAIN), AND STATING THAT A FINE IN THE AMOUNT OF \$500.00 WILL BE LEVIED IF THE**

VIOLATION IS NOT CURED BY THE STATED DATE. EACH SUBSEQUENT VIOLATION OF THE RULES ABOVE SHALL RESULT IN A FINE OF \$500.00. IN THE EVENT THERE ARE NO SUBSEQUENT VIOLATIONS FOR A SIX (6) MONTH PERIOD FROM THE DATE OF THE ORIGINAL WARNING, THE OWNER IS ENTITLED AGAIN TO A FIRST VIOLATION WARNING.

12. Tree Cutting

- a. No trees will be removed from common areas unless authorized by the Board of Directors. Upon approval of tree removal, a fee, as set by the Board, will be assessed if removal is performed through the Association. Upon approval of tree removal to be performed by the owner or owner's contractor, the owner shall be solely liable for any damage resulting from the owner or the owner's contractor. In general, hardwood trees will not be approved for removal, but cedar trees will be considered for removal.
- b. Trimming of trees in the common areas is prohibited unless authorized by the Board of Directors. Upon approval of tree trimming, a fee, as set by the Board, will be assessed if trimming is performed through the Association. Upon approval of tree trimming, to be performed by the owner or owner's contractor, the owner shall be solely liable for any damage.
- c. **VIOLATION OF THE ABOVE RULES SHALL RESULT IN A FINE OR DAMAGE ASSESSMENT OF \$2,500 PER TREE REMOVED OR TRIMMED.**

13. Violations. Unless a stated rule above has a specific method for reporting violations, violations of Association rules shall be made as follows:

- a. Document the violation through the use of technology, including but not limited to: pictures, audio recordings or video recordings, which show the date and time of recording.
- b. Report the violation in writing to the Townhouse Office (Point Venture Townhouses, Inc., 551 Venture Boulevard S., Point Venture, TX 78645, or office@pvtownhouses.org) with all documentation attached.
- c. Each report will be reviewed by the Townhouse Office and the Townhouse Board of Directors.
- d. On or before the 30th day after the date the notice was mailed, the owner may file a written request for a hearing to discuss and verify facts and resolve the matter in issue before the Board of Directors. A hearing before the Board of Directors will be held not later than the 30th day after the date the board receives the owner's request for a hearing. A majority vote from the Board of Directors is required to overturn any fine.