

# *Monument Dallas*

Townhome Owners Association

Rules and Regulations

## **Summary of Rules and Regulations**

### **For Residents of Monument Villas Townhomes**

Maintaining the quality of life for all residents is the intent of your Homeowners Association governing documents. To achieve this goal, the Rules and Regulations were adopted to provide the greatest good for the greatest number of people. This summary has been prepared as a convenient reference for both owner and renter residents of Monument Villas Townhomes. The complete text of the rules and other restrictive covenants and obligations are found in the Condominium Declarations which all owners have a copy of and should be familiar with. Owners who rent their units are responsible for providing a copy of the governing documents, including the rules, to their tenant. Violations of the rules as well as maintenance problems should be reported to the management company. This document also includes policies set by your Board of Directors. If you have any questions, please refer to your governing documents first and if the issue is not addressed in the documents, please contact your managing agent for clarification. In all instances the recorded Declarations will supersede any rule, regulation, or policy set by the Board of Directors if there is a direct conflict.

Monument Villas Townhomes Board of Directors

### **Homeowner Maintenance Responsibilities**

The Owner shall be responsible for the maintenance to any balcony, patio or deck area, window glass. The Association reserves the right to grant the maintenance responsibility of certain areas on each unit to the owner and under the declarations the owner is obligated to accept such responsibility so long as it is uniformly applied to all owners.

### **Advertising/Signs**

No advertising or signs of any character shall be erected, placed, permitted or maintained on any lot or unit other than a name plate of the occupant and a street number. "FOR LEASE" signs of a standard real estate size may be placed in a window. No signs will be permitted to be placed in the common areas.

**Political Signs.** Except to the extent restricted by city, town, or county ordinance, a unit Owner or occupant may have one political sign per political office or ballot issue that is contested in a pending election, as defined by the statute, to be located within the boundaries of the unit or in a window of the unit, with a maximum dimension of 36 inches by 48 inches. Such political signs may only be displayed no earlier than forty-five (45) days prior to the election day to which the sign pertains and no later than seven (7) days after said election day.

### **Air-Conditioners/Heaters**

All types of refrigerating, cooling and heating apparatus shall be concealed, except as installed at the time of construction. They must be pre-approved by the Architectural Committee in writing before being installed.

### **Antennae**

No exterior television, radio or other communication antenna or aerials of any type are permitted including satellite dishes and microwave receivers without the prior written approval of the Board of Directors. Garage door openers are allowed.

### **Architectural Control**

No exterior additions to or alterations of landscaping, alterations of or decoration of Buildings nor any changes in walls or other structures, shall be permitted without the prior written approval of the Association's Architectural Control Committee. No interior additions to, or renovation activity of any kind concerning the interior areas which require the issuance of a building permit or which may affect the structural integrity of the building, shall be undertaken without the prior written approval of the Association's Architectural Control Committee. Upon submission of a written detailed plan, to the Architectural Control Committee to include specifications, lot plans, height, square footage, materials, color, grading, etc... the Architectural Control Committee shall review and recommend action to the Board of Directors. The Board of Directors shall act within thirty (30) calendar days. Failure to complete an approved request within (1) one year from approval shall invalidate said approval. Please refer to the governing documents for a more complete description of the regulations surrounding the Architectural Control Committee.

**\*Examples of modifications requiring Architectural Control Committee approval are:** adding a structure, accessory building, antennae, flag pole, fence, wall, house number, mail box, exterior lighting, alterations in color schemes for any portion of building or carport, landscaping, any addition, modification, or change which involves the common or limited common areas, screening of balconies, porches or patios, creation of a dog run, installation of window treatments, draperies, shades or hangings which do not comply with the governing documents, or any other improvement, modification, or change which is not of original construction. This is not to be considered a complete listing. Contact the management company or the Board of Directors for clarifications.

### **Clean and Sanitary**

All parts of the Project including each unit deck, patio, and driveway shall be kept in a clean, neat, and sanitary condition. No trash, litter, junk, debris, containers, lumber, etc. Shall be permitted to remain exposed so as to be seen from the street or another unit. No condition which is not consistent with the design integrity of the Association shall be permitted. Examples would be window treatments, draperies, articles in entryways or on patios, etc. The Board of Directors in its sole discretion will determine if items are allowable.

### **Balconies, Patios and Decks**

Balconies, decks and patios may not be used as storage areas nor in any way that may distract from the appearance of the complex.

1. Cooking shall be done only on stoves and in ovens installed for that purpose. The use of outdoor grills is permitted only if (1) they are used on the patio areas; (2) their use does not disturb other owners or occupants; and they are not used under overhangs or eaves or in any way that may constitute a fire danger or cause damage to the complex.
2. Residents shall not dry or air clothes on the decks, balcony or patio areas or on lines or poles hung on the exterior of any building.
3. No resident shall allow anything whatsoever to fall from the balcony nor shall residents sweep or throw from the balcony any dirt or other substance.
4. No awnings or other projections shall be attached to the outside walls of the building, and no blinds, shades or screens shall be attached to, hung, or used in conjunction with any balcony, patio, window, or door of the unit without the prior written consent of the Association. All residents and occupants shall use care in items or fixtures kept on balcony or patio areas to ensure items are not blown from or fall from same.

### **Clubhouse Use**

No person other than a resident or owner shall have the ability to have private access to the clubhouse excluding other residents unless the clubhouse has been properly reserved and a deposit made with the Association. Children shall be allowed inside only if accompanied by an adult (18 years+) resident or owner. At no time will children be allowed to use any exercise equipment. The clubhouse may be reserved for special occasions by owners or residents, otherwise the clubhouse is open 24 hours for use by any resident or owner. Keys to the clubhouse are provided by the Association to the first owner. There will only be two keys issued to any one lot. Replacement keys may be obtained through the management company for \$2.00 or the current cost of a replacement key. Contact the Management Company for sign up information, rules and deposit fee amount. The clubhouse must be reserved one week in advance of the anticipated use date.

### **Commercial Use**

No unit shall be used for any business, manufacturing or commercial purposes whatsoever; unless prior written approval has been obtained from the Board of Directors. An Owner may use a specifically dedicated part of his unit for a home business with prior approval of the Board of Directors. The Board of Directors may withdraw approval at any time.

### **Extermination Regulations**

The extermination of insects by the Association is determined by the type of insect. The following are the restrictions for payment by the Association for extermination of pests.

1. The Association will pay for the expense for exterminating pests which can be a danger to human life. For example; bees, wasps.
2. The Association will pay for the expense for exterminating pests which can be a danger to the physical property. For example; termites, rodents, pine beetles.

3. The Board of Directors reserves the right to determine what type of pest is to be included under categories 1 and 2.
4. The Association will not pay for the expense of interior or exterior extermination of any pests which do not fall under either category 1 or 2. For example; ants, roaches, fleas, mites, spiders.
5. The Association may pay the expense of external extermination of some types of pests at the direction of the Board of Directors. The Board of Directors retains the right to determine the level of responsibility of the Association to pay the expense of extermination of any pest which does not fall under category 1 or 2.
6. The Association may pay for the expense of external or internal extermination as requested by a homeowner upon the following conditions:
  - A. A request is received in writing from the Homeowner.
  - B. The request includes the type of pest, an estimate of cost, the name of the extermination company, proof of licensing and insurance if the extermination is to be external, and a justification for the expense being absorbed by the Association.
  - C. The request must be provided to the Association prior to any work being completed.
  - D. Under no circumstances will the Association pay for the removal of pests if it is determined that the pests are a result of negligence on the part of the Homeowner. For example; extermination of roaches in a unit which is not clean and sanitary.

### **Freeze Ups**

It is the owners responsibility to prevent water pipes from freezing. Thermostat settings should be maintained at a high enough setting to prevent freezing during times of extremely cold weather. Units having a bathroom or kitchen adjacent to an outside wall should leave the cabinet doors open so warm air can circulate around the water supply and drain lines. Any damage determined to be caused by the freezing of water lines shall be the sole responsibility of the Owner and the Association shall require that the Owner pay any deductibles for an insurance claim.

### **Hazardous Activities**

No hazardous or unsafe activities shall be permitted to be conducted on the property. This includes but is not limited to open fires outside of a contained grill or started on the common area, the discharge of firearms, unsafe storage of flammable materials anywhere within the confines of the property or within the units, exceeding a speed of 15 miles per hour within the project, and climbing on or around walls and fencing. The Association will not accept responsibility for damage or injury which is a direct or indirect result of a guest, tenant, or Owner engaged or allowing any of the activities listed above.

### **Landscape Maintenance Policy**

Landscaping maintenance procedures are as follows:

1. The Association shall maintain all turf areas.
2. All trees and shrubs, whether installed by the developer or the individual, if located within the common area, shall be the responsibility of the Association to maintain except for replacement unless otherwise so stated by the Board of Directors.
3. Any modification to the current landscape design shall be submitted to the Architectural Control Committee for recommendation to the Board of Directors.
4. The Board of Directors shall have 30 days in which to review the Architectural Control committee's recommendation and confirm, deny, or amend the recommendation.
5. All landscape design modification requests shall be responded to in writing within 30 days of the date received by the Board of Directors.
6. Approvals of all plans and specifications for an improvement will automatically expire within one year after approval if not executed.
7. Penalties for violation of this resolution are as follows:

- a. Five (5) day notice to attend a hearing at a time determined by the Board of Directors or to waive the hearing and remove unapproved items or repair damage or
- b. After the hearing or waiver thereof, the Board of Directors may have the items removed or damage repaired and charge the cost of this work to the owner's assessment account.

### **Nuisance**

No nuisance nor any use or practice which is a source of annoyance or which interferes with the peaceful enjoyment, possession or proper use of the Project by its residents shall be allowed. No electronic or radio transmitter of any kind shall be operated upon the property. No annoying light sound or odor shall be emitted from any unit which is noxious or offensive to others.

### **Parking/Tow Policy/Maintenance**

1. The Board of Directors is hereby authorized to remove, or have removed at their direction, any vehicle from the common areas, under any of the circumstances hereinafter enumerated, the Board of Directors hereby finding and determining that such vehicles under such circumstances are public nuisances. No action for the recovery of compensation for damages direct or consequential to or loss from any motor vehicle impounded under the provisions of this regulation shall be maintained against the Board of Directors Monument Villas Townhomes when:
  - a. Any vehicle is left unattended, where such vehicle constitutes an obstruction of traffic (such as double parked) shall be immediately removed without notice at the owner's expense.
  - b. A vehicle that is disabled (including but not limited to; inoperable, flat/missing tire, missing/tarped windows or on jacks) and is deemed to be an obstruction to vehicle or pedestrian traffic and the person in charge of the vehicle is unable to provide for its custody and removal shall be immediately removed without notice at the owner's expense.
  - c. A vehicle that is disabled (including but not limited to; inoperable, flat/missing tire, missing/tarped windows or on jacks) and is not considered an obstruction to vehicle or pedestrian traffic must be removed or repaired immediately. A noticed will be placed on the vehicle. If the vehicle is not removed or repaired within seventy-two (72) hours of posting the notice, it shall be removed at the owner's expense.
  - d. Any vehicle that is parked illegally in accordance with the parking ordinances of the Town of Monument, then in effect, shall be immediately removed without notice at the owner's expense.
  - e. A vehicle is left parked in the same place upon a common area continuously for a period of seventy-two (72) hours may be deemed abandoned. A notice will be placed on the vehicle. If the vehicle is not removed within seventy-two (72) hours of posting the notice, it shall be removed at the owner's expense.
  - f. During the months of September through May, the private streets of Paula Circle, Villa Grove and Elizabeth Way as indicated in **Addendum A.** (snow removal route map) are designated as snow removal routes. At any time that there is at least 2 inches of snow or more on impervious surfaces, no vehicle shall be parked in the snow removal route. If a vehicle is parked in the snow removal route, that vehicle shall be immediately removed without notice at the owner's expense.
  - g. A vehicle parked in a fire zone (curbs painted red or designated sign posted) shall be immediately removed without notice at the owner's expense.
  - h. A vehicle which does not exhibit plates or the tags are expired/missing shall be immediately removed without notice at the owner's expense.
  - i. A vehicle which is parked on the landscaping, in a handicapped space, no parking area or in a spot designated to another homeowner will be immediately towed without notice at the owner's expense.
2. Residents are to park their vehicle in their own garage or in their own designated parking space, *by permit only*, in the designated parking space in the street directly in front of and parallel to their residence without overlapping their driveway or the adjacent units driveway or parking space (except as

outlined in section 1.f snow route parking). Vehicles which are not clearly displaying their permit shall have a notice placed on the vehicle. If the vehicle is not removed within seventy-two (72) hours of posting the notice, it shall be removed at the owner's expense. Residents shall park in their own driveway as long as no part of the vehicle extends into any part of the sidewalk, or street. Vehicles which encroach onto the sidewalk or street or overlap their driveway, their neighbors driveway or their neighbor's designated parking space shall be immediately removed without notice at the owner's expense.

Each home will be given one parking permit which must be clearly displayed at all times. Vehicles which cannot be accommodated by this rule must park outside the community in the adjacent streets only as permitted by the Town of Monument.

3. No commercial type vehicles, recreational vehicles (RV's, bus, camping trailers, boat trailer, hauling trailer, running gear, boat or accessories) or trucks over ¾ ton or larger may be parked or stored on the common elements including but not limited to streets, drives, or parking areas except for loading and unloading. A notice will be placed on any vehicle in violation of this rule. If the vehicle is not removed within seventy-two (72) hours of posting the notice, it shall be removed at the owner's expense.
4. No repair, maintenance, rebuilding, dismantling, repainting or servicing of any kind of vehicles, trailers, boats, or vans may be performed on any lot unless it is completely screened from sight and sound from the or common areas and other units. The foregoing is not intended to limit the washing or polishing of vehicles. A notice will be placed on any vehicle in violation of this rule. If the vehicle is not removed within seventy-two (72) hours of posting the notice, it shall be removed at the owner's expense.
5. Visitors shall park their vehicles either within the host resident's designated parking space, in the parking spaces near the clubhouse, in the hosts driveway (as long as no part of the vehicle extends into any part of the sidewalk, or street), in the designated street parking "visitor parking" areas or outside the community in the adjacent streets only as permitted by the Town of Monument. Visitors which park in the hosts designated parking space will need to have the hosts parking permit clearly displayed in their vehicle.

Any owner who has a vehicle removed or towed pursuant to the provisions of these Rules shall be responsible for all costs of removal incurred by the Association and should any legal action be brought by the Association with respect to a violation of any of the foregoing Rules, the owner, in addition to any other damages incurred by the Association, shall be liable for all reasonable attorney's fees and cost incurred by the Association in such legal action.

### **Pets/Animals**

Pets may be kept on the property only if they are considered domesticated such as dogs, cats, fish and birds inside bird cages not to exceed a total of two (2) such animals. No animals, livestock or poultry of any kind shall be raised, bred or kept. **The right to keep a household pet shall be coupled with the responsibility to pay for any damage caused by an Owner's pet.** Every owner of a pet shall maintain strict control over the pet and shall prohibit the pet from making loud, disturbing noises or any other behavior reasonably annoying to other owners. **Pets must be leashed and accompanied when in common areas.** This means any area outside the foot print of your home. **Tethering pets in the common areas, in entryways, on patios or porches is not permitted.** Any tethering items located on the property will be removed immediately without notification. **Pet waste must be removed immediately.** Allowing a pet to defecate or urinate in the same area continually will cause severe damage to the landscaping. As a result the landscaping must be removed and replaced. The Board of Directors reserves the right to fine a resident the cost of the replacement of the landscaping plus additional fines if the situation continues. **This will be strictly enforced!** If a pet is deemed a nuisance to others by a majority vote of the Board of Directors, after the owner has been given an opportunity to be heard, the animal shall be removed immediately.

**Planting**

The planting of flowers is permitted only with the approval of the Architectural Committee and must be coordinated with the current landscape contractor. Planting should not effect the operation of the lawn sprinkler system. Any cost for damage as a direct result of the planting, to the irrigation system or other common element shall be the responsibility of the Owner. Any plantings in tree wells are at risk of being damaged and any plantings by a resident which are not approved may be removed by the landscape contractor at their discretion if the plantings obstruct effective maintenance of the property. No plants or seed with disease or found to have disease shall be grown on the property.

**Renters/Leases**

The owner has the right to lease his condominium unit providing:

1. No less than the entire condominium unit be rented.
2. All leases shall be in writing.
3. All leases shall provide that the terms of the lease and the Lessee's occupancy of the unit are subject in all respects to the provisions of the Declarations, Article and Bylaws of the Association and shall include a signed copy of the lease addendum which can be obtained from the management company. Any failure by the Lessee to comply shall be a default under the lease.
4. Every owner is obligated to provide a copy of the lease to the Association's Managing Agent within ten (10) days after signing of such a lease.
5. After a hearing by the Board of Directors, the Board reserves the right to require an owner to evict a tenant for continued violations of the governing documents or rules and regulations.
6. No owner may lease his unit for transient, hotel or time-sharing purposes.
7. No unit may be leased or rented for a period of less than thirty (30) days.
8. Owner's shall provide the management company the name and phone numbers of lessee's within ten (10) days after signing a lease.

**Residential Use**

The Project is restricted to residential dwellings for residential use and uses related to the convenience and enjoyment of such residential use. The Board of Directors may limit the number of occupants per lot. No Lot or Unit shall be used for daycare, for daycare services, or as a group home.

**Storage of Articles**

No condition shall be permitted within any unit, entryway, deck, porch, or patio which is visible from other units the or common area which is inconsistent with the design integrity of the project. No objects shall be stored on patios, porches, entry ways, carports or adjacent to the unit for more than twenty-four (24) hours. Articles which are approved to be placed in entryways, carports, on porches, and patios without prior approval of the Architectural Control Committee are grills, planters which are not placed on railings or hanging in such a manner which if they fall could be a hazard to someone below, and outdoor furniture. The Architectural Control Committee reserves the right to determine what will be considered appropriate furniture or articles that may be placed in view of other units or the common areas. In addition, clotheslines, basketball hoops, backboards, whether attached or free standing awnings, patio covers, wood piles or storage areas shall not be allowed unless prior approval of Architectural Control Committee in obtained in writing.

**Holiday/Outdoor Decorations**

Holiday lighting and decorations are permitted thirty (30) days prior to the holiday and must be removed no more than fifteen (15) days after the holiday. Outdoor lighting displays are to be turned off by 10pm. Displays, including inflatable type, larger than 4'X4' are prohibited. Outdoor noise displays or sound



devised are prohibited. Climbing on roofs is prohibited. Displays are limited to your patio, front porch and front area as long as it does not encroach on Association maintained landscaping. Decorations should be hung using plastic holders that are removable and do not cause damage to exterior building surfaces.

### **Temporary Structures**

No structures of a temporary character, trailer, tent, shack, garage, barn or other out building shall be permitted on any part of the Project at any time. This includes any recreational vehicle used for living purposes. No tanks of any kind whether permanent or temporary shall be erected, buried or placed on any lot.

### **Trash/Fire Hazard**

No rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard permitted to exist. All trash set out for pickup shall be completely sealed in a plastic trash bag or other suitable trash container. Trash containers must have secure lids and it is recommended that all containers have the address on them so that if they blow around they can be returned. No rubbish, refuse or garbage shall be visible from other units or the common area except when placed for pick up on the appointed day. Do not place trash containers or other rubbish outside prior to the appointed day. No tank for the storage of gas or liquid shall be installed on or in the project or kept on the project at any time.

### **Unlawful Use**

No unlawful, immoral, improper or offensive use shall be permitted or made of a condominium unit within the Project. All laws, ordinances and regulations of the City, County and State shall be observed.

### **Underground Utility Lines**

All electric, television, radio, phone line installations shall be placed underground. Any lines installed shall be the responsibility of the resident to have buried. Any lines unburied will be subject to being cut during routine maintenance of the landscaping.

### **Soliciting**

Soliciting is strictly forbidden. Residents should notify the Managing Agent if a solicitor appears and appropriate action will be taken.

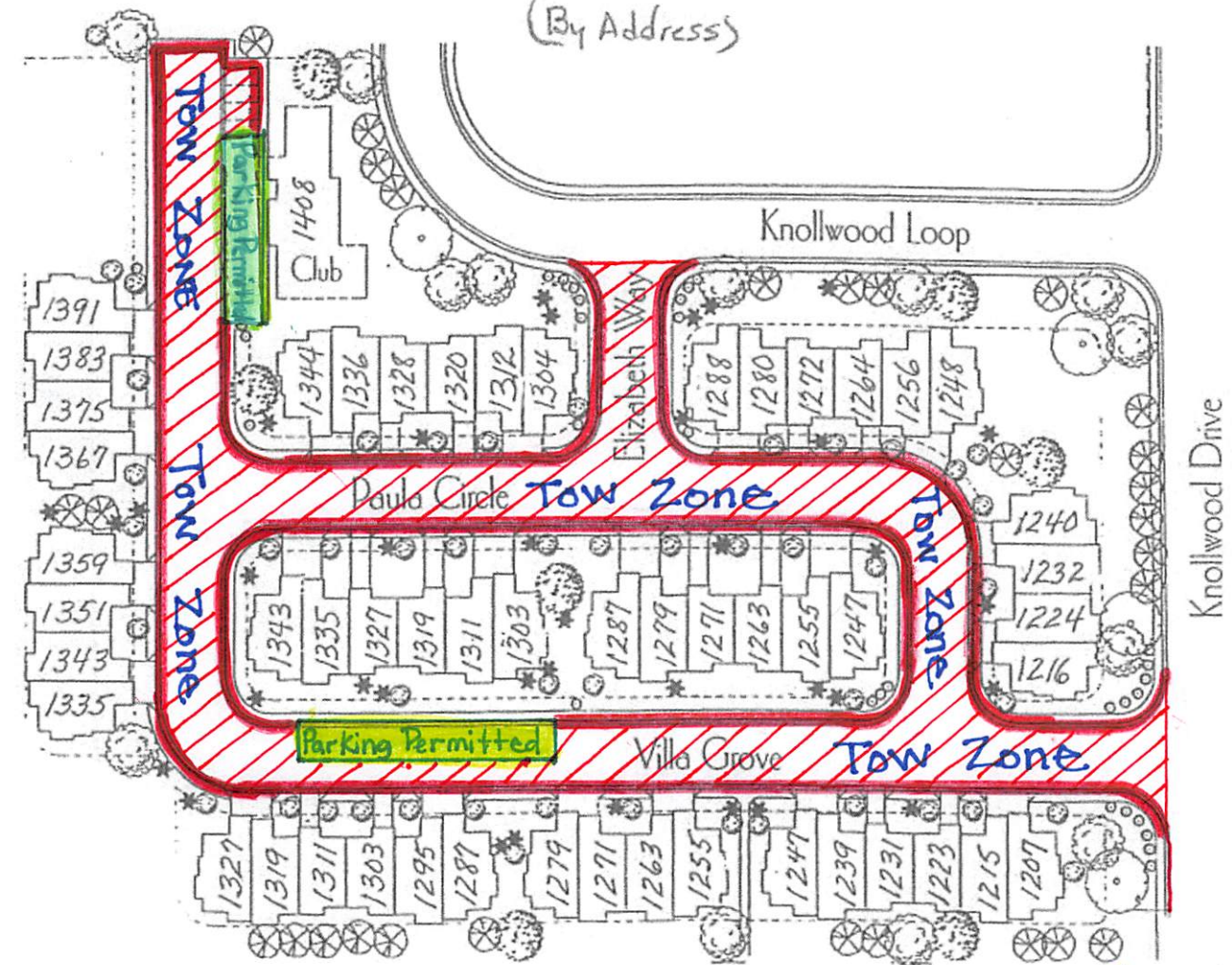
### **Flags**

**American Flags.** The American flag may be displayed on a unit owner's property or within the window of a unit or on a balcony adjoining the unit, but may not be attached to the exterior of the unit in any manner except by a bracket, which has been approved by the Association, or a flagpole located in the rear of the unit. The flag must be displayed in a manner consistent with Federal and State Flag Codes. The flag may not be any larger than 36 inches by 48 inches.

**Service Flags.** A service flag bearing a star denoting the service of the unit owner or occupant or a member of unit owner's or occupant's immediate family in the active or reserve military service of the United States may be displayed on the inside of a window or door of the unit. The Service flag may not exceed 36 inches by 48 inches.


# Monument Villas

Site Plan  
(By Address)



SITE PLAN

Not to Scale

 - Parking not permitted

 - Parking permitted with clearly displayed parking permit