

Rules and Regulations
Augusta Landing Condominium Association

AUGUSTA LANDING CONDOMINIUM ASSOCIATION (ALCA) RULES
1908 Augusta, Houston, TX 77057

These rules and fines are determined by the Board and are in addition to and in clarification of the rules and responsibilities of all ALCA homeowners and residents as indicated in ALCA Declaration and Bylaws, as amended from time to time. Updated January 2021.

- **BARBEQUE GRILLS/SMOKERS:** Per insurance requirements and City of Houston ordinance, use of all barbeque grills should be at least 10 feet from any structure. Therefore, there is NO USE of any grills/smokers in or on patios, atriiums, walkways or garages.
- **COMMON AREAS:** Common areas are to be used primarily for their intended purposes, such as sidewalks for walking, driveways for driving automobiles, etc. Damage caused by any homeowner, their resident or their guests to any common area, including furniture, etc. is the responsibility of the homeowner and the homeowner will be responsible for paying for those repairs or replacements. Children that are outside in common areas should be accompanied by a parent or adult guardian at all times.
- **EXTERIORS:** All changes to the exterior of any unit or common area must be submitted to and approved by the Board BEFORE they are made. This includes but is not limited to any changes to exterior doors, garage doors, exterior lighting, gates, windows, plants and shrubs. Additionally, no signs, etc. are allowed in outward facing windows and any changes in window treatments to outward facing windows that is a departure from the shutters and blinds that are currently installed must be approved by the Board BEFORE window treatments are installed. Once approval is given and plants or shrubs are installed around the exterior of any unit, they become the property of the Association. The Board may remove any unauthorized changes or additions to the common areas without liability to the person who made the unauthorized changes or additions. Extra watering of the shrubs on the property is always appreciated at any time.
- **FENCE AND GATE:** The fence has two (2) walk-in gates. One at the driveway and one by the wooden fence near Unit No. 1. A code is available from the Board for "push button" exit and/or entry of each gate. These codes may be changed periodically and all homeowners will be notified when they are changed. Ensure that the walk-in gates are closed properly at all times, but do not slam the gates as this will damage the locks.
Each homeowner has received two (2) remotes. If a remote is damaged or lost the homeowner will be charged \$50.00 for a replacement remote. Homeowners are responsible for remotes they provide to their renters. Each homeowner will provide to the Board a personal code to be used for electric gate entrance and phone number to be used for guest electric gate entrance. The Board will program that information into the gate for each unit. If there are any issues related to the gates please email the Board at ALCABOARD@GMAIL.COM. Please limit the distribution of gate access codes to as few family members and friends as possible.
- **FIRE EXTINGUISHERS AND SMOKE DETECTORS:** Per insurance requirements, each homeowner must have a working fire extinguisher and smoke detectors in each unit.
- **INSURANCE:** Each homeowner will be invoiced annually for their share of the annual premium for Association property, liability, fidelity and directors' and officers' insurances. These insurance policies are renewed and paid annually each October. In accordance with the Declaration, Paragraph 16, each homeowner is responsible for the maintenance of the "interior walls, floors, ceilings, doors, windows and other such elements" of their unit. Therefore, in addition to the insurance obtained by the Association, it is strongly recommended that each homeowner carry "*condominium insurance*" for their unit. This coverage should include building or betterments coverage that would pay for repairs required to the items noted above that are the responsibility of the homeowner in the case of loss due to break in, hurricanes, etc. The Association DOES NOT and cannot carry flood insurance that would cover damage that could occur to individual units. Therefore, if a homeowner believes they could sustain a loss that would be covered by flood insurance coverage they should obtain a flood policy for their individual unit. Additionally, it is strongly recommended that each homeowner carry loss assessment insurance as part of their condominium policy. This insurance, subject to a deductible, will pay for a special assessment if the Board were required to make a special assessment due to a loss sustained on the property, such as roofs damaged by a hurricane, that is not otherwise covered by the Association's insurance policy. It is strongly suggested that each homeowner take time to talk with their personal insurance agent about the coverage for their unit.
- **LEASING A UNIT:** See Paragraph 35 of the First Amendment to Amended and Restated Condominium Declaration for the more complete rules regarding leasing a unit. No more than six (6) units may be leased at any one time. It is the homeowner's responsibility to check with the Board as to how many units are currently leased BEFORE they lease their unit. When a unit is leased the Board must be notified and provided a fully executed copy of the Texas Association of Realtors Residential Lease within ten (10) days of execution and not less than three (3) days before the tenants move in. According to the Declaration, no short-term leases are allowed. The Board has defined short-term to mean any original lease period for less than 12 months. All pets must meet the rules noted below. A leasing fee of \$250 is due and payable to Augusta Landing Condo Association for all new leases of units. This does not apply when the lease is renewed by the same tenant. This fee is payable BEFORE the tenant takes occupancy.
- **LIGHTS:** Please leave your outside front door entrance light and garage lights on in the evening hours. The light fixtures have energy efficient sensor bulbs and are not costly to each resident. If you do not know where your light switches are for these fixtures, please contact a Board member for assistance. Lighting on the fences and front sidewalk will be maintained by the Board.

- **NOISE:** Per ALCA Bylaws and City of Houston Ordinances, no loud or objectionable noises are allowed. This is also a matter of courtesy to fellow homeowners and residents of the property.
- **PARKING:** No parking is allowed in areas where the curbs are painted yellow or red and designated as "NO PARKING." The area by the fire hydrant is a FIRE ZONE and parking in that area is a violation of the City of Houston Fire Code. No parking is allowed behind any garages as this is a common area. Each unit has a two-car garage and is to be utilized by homeowners and residents. Visitor parking spaces next to the pool are to be used by visitors on the property. Once the visitor parking area is full, parking along the fence(s) may be used only for a short period of time. No overnight parking of any type of recreational vehicles or trailers is allowed on the property. No long-term parking in visitor spaces or along the fence(s) is allowed. If temporary exceptions are needed to these rules, the Board must be contacted in writing before violations occur.
- **PETS:** Per ALCA Bylaws, no more than TWO SMALL (35lbs or under) dogs, cats, or other pets are allowed per unit. Per City of Houston ordinances, all pets must be on a leash and you must scoop your pet's poop. Violations of any of these rules are subject to an ALCA fine to the homeowner of \$25 per violation, per day until the violation is remedied. If a violation continues for more than 14 days, the homeowner will be required to remove the pet from the property. If the pet is not removed from the property, the fine will increase to \$100 per day until remedied. Homeowners are responsible for their renters' and guests' pets. If fines are assessed, the fines will be assessed against the homeowner on behalf of their renter or guest.
- **REPAIRS:** All requests for *EXTERIOR REPAIRS* should be submitted to the Board in writing to the Board's email, ALCABOARD@GMAIL.COM. Each request will be reviewed by the Board and handled in a timely manner. All *INTERIOR REPAIRS* are the responsibility of the homeowners. Renters should contact their homeowner for interior repairs.
- **SATELLITE DISHES AND ANTENNAS:** Placement of a satellite dish or antenna on property are generally not allowed. However, if one is desired it requires the approval of the Board in writing and in advance of installation. The installation of a satellite dish or antenna on the roofs will void the warranty provided by the roofing company and any damage becomes the sole responsibility of the homeowner. Upon sale of a unit, the homeowner must either leave a previously installed satellite dish or antenna for the new owner or dismantle and remove.
- **SELLING A UNIT:** See Paragraphs 27 and 36 of the First Amendment to Amended and Restated Condominium Declaration for the more complete rules regarding sales of units. When a unit is sold, the Board must be notified and provided a fully executed copy of the Residential Condominium Contract (Resale) within ten (10) days of execution and not less than three (3) days before the buyers move in. All pets must meet the rules noted above. A transfer fee of \$250 is due and payable on the sale of a unit, payable at closing to Augusta Landing Condo Association.
- **SWIMMING POOL:** NO LIFEGUARD IS ON DUTY AT ANY TIME. ALL PERSONS WHO USE THE POOL AND POOL AREA DO SO AT THEIR OWN RISK. Per insurance requirements, use of the pool must be in accordance to the posted rules of use in the pool area, which include but are not limited to the following. No person under 18 years of age may use the pool without a parent or adult guardian present at all times. No guest may use the pool without an adult homeowner or resident present at all times. No one is to use the pool after 10:00 p.m. A 911 Emergency Phone is available on the outside of the pool (mounted on fence by guest parking). It is recommended that you bring your cell phone to the pool to obtain emergency 911 help as well. Per insurance requirements, the gate to the pool must be locked at all times when not in use. It is requested that all persons using the pool bring their own towel and cover the lounge chair cushions and other pool furniture when using the common pool furniture. The umbrella is to be lowered after use and all furniture placed in its original position. If a pool key is lost and a replacement is required from the Board the homeowner will be charged a fee of \$25.
- **TOILETS:** Only toilet paper is to be placed in your toilet. DO NOT FLUSH handi-wipes, baby or personal wipes (flushable or not); paper towels; Kleenex; dental floss; personal hygiene products; food of any type; kitty litter; and/or cloth/fabric down the toilet. These items will stop up the sewer line on the property.
- **TRASH AND GARBAGE:** All garbage must be placed in plastic trash bags before placing it in the dumpster. All boxes must be broken down and flattened to allow for more room in the dumpster. The dumpster is not to be used for the disposal of large items that do not fit in the dumpster or that unduly fill the dumpster. Large or dangerous items need to be disposed of off property directly to a city dump or other appropriate disposal location. The lids on the dumpster must be kept closed to prevent rodents and smells on the property. The dumpster is emptied on Monday, Wednesday and Friday of each week.
- **VIOLATIONS/FINES:** Violations of the ALCA rules or responsibilities will be addressed by the Board in the following manner. Depending on how urgent or substantial the violation, some of these steps may be skipped and/or accelerated. First occurrence, email as to the violation, if the violation was by a tenant or guest, the homeowner will be emailed as they are responsible for their tenants and guests and the fine will be assessed to the homeowner. Repeated occurrence, email and/or USPS mail correspondence as to the violation and assessment of fine. The fine for any violations of rules other than those that already have specific fines stated will be \$100 per occurrence; or, if the violation is an ongoing violation, the fine will be \$25 per day until remedied, with a minimum fine of \$100.