

THE NOKONAH CONDOMINIUM ASSOCIATION INC

(The Association)

RULES AND REGULATIONS GOVERNING THE USE OF

UNITS AND COMMON ELEMENTS IN

THE NOKONAH CONDOMINIUM

(The Condominium)

May 2014 Revision

The Nokonah is a luxury condominium residence delivering a lifestyle with:

- Private Fitness Center
- Pool, Spa and Sauna
- Club and Conference Rooms
- Around the clock Monitored Security Cameras
- Concierge Services

Each Owner (as herein defined) of a Unit in the Condominium shall observe the following Rules and Regulations.

**Definitions**

Terms used in these, Rules and Regulations with initial capital letters that are not defined herein shall have the meanings set forth in the Condominium Declaration for The Nokonah Condominium as recorded in Document No. 2000017546 Official Public Records of Travis County, Texas and as amended from time to time (the Declaration).

**1 Procedures for Leasing**

The leasing of Units in the Condominium shall conform to the following provisions:

**ADVANCED NOTICE:** An Owner desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least three (3) days before presenting a Lease Form to a potential lessee, and shall supply the Association with a copy of the exact lease form.

**BACKGROUND CHECK:** Prior to leasing to anyone or allowing anyone except the Owner or his family to occupy the Owner's dwelling, an Owner must exercise due diligence not to lease or allow occupancy to a person who has a conviction or deferred adjudication history of any crime that may pose a serious potential risk of injury to other residents. This includes (but is not limited to) such crimes as rape, molestation, sexual assault, indecent exposure, indecency with a child, kidnapping, or arson. It is the Owner's responsibility to determine the best way to exercise that due diligence. As a part of Owners' due diligence, Owners must obtain a report based on Texas Department of Public Safety criminal records, as well as taking any other actions needed to prudently screen your prospective tenants

and occupants for criminal history. (Criminal reports may be purchased from the DPS website at [www.txdps.state.tx.us](http://www.txdps.state.tx.us)).

Owners must provide proof of such screening upon request of the Board of Directors. Owners failing to perform pre-screening of all tenants and occupants will be subject to automatic fines. If an Owner, at the time of adoption of this rule, is currently leasing to a tenant or occupants with a criminal history as described above, the Owner must terminate the tenant or occupant's occupancy at the earliest time allowed under the lease. Upon request, the Owner must provide the Association a copy of any lease in existence at the time of adoption of this rule.

**EVICTION:** The Association shall have a right, but not the obligation, to evict any tenant or any family member or guest of the owner if such person is found by the Board to have a history of a crime described in paragraph 1 above, according to official public records. Additionally, the Association shall have a right, but not the obligation, to evict any tenant or any family member or guest of the Owner if such person is found by the Board to have substantially and repeatedly violated Association rules regarding noise, nuisances, noxious odors, or other rules relating to safe enjoyment of the Property by other Owners and their family, tenants, and guests. In this regard, the Association shall be deemed an "aggrieved party" for eviction suit purposes and the Association shall be entitled to possession (i.e., dispossession of the particular offending person) of the dwelling subject to the condition that if the Association does recover possession in an eviction suit, the Association shall upon execution of a writ of possession immediately relinquish possession of the dwelling to the dwelling's Owner and shall not enter the dwelling. The Owner will be responsible for all costs associated with such eviction. Each Owner, by acceptance of a deed to a lot, hereby irrevocably appoints the Association as his attorney-in-fact to terminate the right of occupancy under the lease and evict any tenant or other occupant in the event of an uncured violation. Said attorney-in-fact shall have the right, but not the obligation, to bring such eviction proceeding.

Tenants or Non-owner occupants shall comply with all of the conditions of the Condominium Documents, Bylaws and Rules and Regulations as well as other rules and practices of the Association. All leases and rental agreements shall so state.

Should the Association determine the tenant or Non-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association may take the following action, or any other action authorized by law or under the governing documents of the association:

- a. The Association may notify the Owner by certified mail advising of the alleged violation of the tenant.
- b. The Owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.
- c. If after fifteen (15) days, the Association believes that the alleged breach still exists or may be repeated, it may institute on its behalf or derivatively by the Owners on behalf of the Association an action of eviction against the tenant or Non-owner and tenant or Non-owner occupant for breach of conditions of the Condominium Documents, as

further outlined in these rules. The Association may hold both the tenant and the Owner liable for any damages caused by the Owner or tenant in connection with the Unit. The Owner shall be responsible for reimbursing the Association for all costs incurred in obtaining judicial enforcement of its rights, including actual attorney's fees.

When an Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying an Owner's Unit under a lease or rental agreement. The tenant, after receiving the notice shall deduct from rental payments due the Owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent, otherwise due the Owner, to the Association, then the Association may deny tenant use of the common areas or take other enforcement action as determined by the Board.

## **2 Keys**

Residents, who check out emergency keys or allow visitors to utilize their key, must sign the key log to ensure the key is returned to the key box. Failure to return a key will be the Owner's responsibility to pay for the replacement key.

## **3 No Alterations**

No addition, alteration, decoration or painting of any kind shall be made to any portion of the Common Elements without the prior written approval of the Association. (See also 25 Remodeling and Repair.)

## **4 Signage; Advertising**

No sign shall be inscribed, painted, affixed or placed on or in any part of a Residential Unit which can be seen from the outside of such Residential Unit. No signs of any type shall be posted on the Nokonah property or on property adjacent to the Nokonah property. All signs, banners or flags on any part of a Commercial Unit shall require the prior written approval of the Association

## **5 Windows and Doors**

No awnings, shades or shutters shall be erected over and/or outside of any windows, patios and or balconies. Nor shall any exterior doors be removed, replaced or hung in any way without the prior written consent of the Association. All window treatments visible from the exterior of the Condominium shall be white in color. Nothing shall be placed on the outside of windowsills or projections or upon any balcony railings without the prior written consent of the Association. Nothing shall be thrown or swept from any windows or doors. Nor shall any mops, brooms, dusters, rugs or bedding be shaken or beaten from any windows or doors nor from any portion of the Limited Common Elements. No screen or storm doors or windows shall be installed within any existing door or window openings, which form part of the Common Elements. Nor shall any balcony enclosures or trellis like structures be installed, erected or created without the prior written consent of the Association.

## **6 Halls and Corridors**

No mats, carpets, area rugs or other materials shall be placed or installed outside of any Unit within the hallways or corridors that are a part of the Common Elements, except for mats at doors of Commercial Units at the exterior of the Building. No shoes, boots, umbrellas or other apparel (nor any other materials or objects) shall be placed or stored (whether temporarily or otherwise) within said hallways or corridors.

## **7 Balcony; Clotheslines**

All balconies and decks appurtenant to each Unit shall not be altered or modified in any manner and shall be kept in an orderly, clean, and sanitary condition by the Unit Owner at all times. Any exception or variance from the requirements and prohibitions contained in this section may be authorized and permitted with the prior or subsequent written approval of the Board of Directors, which approval may be granted or withheld on purely aesthetic, structural, and/or health and safety grounds within the Board's sole and exclusive discretion. Any authorized and permitted exception or variance shall be in compliance with the aesthetic, design, material, and workmanship requirements as determined by the Board.

Owners modifying Limited Common Elements, after prior Board approval, are solely responsible for the removal or replacement of any modifications, improvements, or attachments. Any repairs required as a result of these modifications, improvements, or attachments shall be the sole responsibility of the Owner. If access to the Common Elements or Limited Common Elements for repairs is blocked by these Owner modifications, improvements, or attachments, the Owner shall be solely responsible for their removal and replacement.

The exterior of the Units including the doors, terraces, balconies, and patios shall not be painted, decorated, enclosed, or modified in any manner. No drilling, nailing, or other penetration of the exterior walls of the Building, including the porch and patio walls shall be permitted. No pavers, tile wiring for electrical or telephone equipment and no installation of any television antennae, satellite dish, air conditioning units, or other similar or dissimilar equipment shall be permitted on the exterior of the Building or that protrude through the walls or roof of the Building.

There shall be no storage of items, furniture, bicycles, pet enclosures, and litter boxes on the balconies. Patio furniture shall be of such a number, nature, and type customarily used for leisure. Glass objects and/or lightweight or collapsible furniture shall not remain on the balconies overnight. Nothing may be attached to the balcony railings, mounted, or wrapped upon the balcony railings without approval by Board of Directors. Balconies facing the pool area or the inner courtyard may not have potted plants that shed or create debris of any type. Owners or residents may not over spray plants or have water falling to balconies located below. Owners will be held responsible for any damages to Common Elements or other Units. Clotheslines, pulleys, or similar drying apparatus shall not be affixed to or used in connection with any Unit or Common Element and air-drying of any kind is prohibited on the balconies and exterior of the Building. Unit Owners or their designated agents are required to remove or secure all moveable objects, including plants, from balconies and terraces upon notice of weather with high winds (severe storm, tropical storm, or hurricane).

## **8 Waste Disposal**

No one shall place, leave, or permit to be placed or left in or upon the Common Elements any waste, debris, refuse or garbage except in those areas designated as Refuse Disposal Area.

## **9 Plumbing and Electrical**

Owners shall not overload existing electrical circuits and plumbing facilities in their Units. No Owner shall install, attach, hang or allow to be hung any equipment or wiring or electrical installations, television or radio transmitting or receiving antennas, air conditioning units or any other equipment, item or wiring on, in or across any portion of any Common Elements or protruding from any balcony, balcony railing or through any wall, floor, ceiling, window or door that is a Common Element. (See also **14 Antennae.**) All radios, televisions, electrical equipment or appliances or any kind or nature and the wiring thereof installed or used in a Unit shall fully comply with all rules, regulations and requirements of all state and local public authorities having jurisdiction. Any damage to plumbing, pipes, drains and apparatus or to electrical circuits, circuit breakers, or monitoring equipment resulting from negligence, misuse or from unusual or unreasonable use shall be borne by the Owner responsible for the damage. (See also **25 Remodeling and Repair Policy.**)

## **10 Noise; Nuisance; Offensive Activities**

No one shall create or permit the creation or continuation of any behavior, noise or nuisance, which in the reasonable opinion of the Association may or does disturb the comfort or quiet enjoyment of the Units or Common Elements by other Owners. Any construction, servicing, maintenance and/or repair work creating (or likely to cause) any noise, nuisance or disturbance shall only be permitted between the weekday hours of 8:00 AM and 6:00 PM Austin, Texas time. No noxious or offensive activities of any sort shall be permitted nor shall anything be done in any Unit or in or about any Common Element that shall be or may become an annoyance or nuisance to other Owners. Nor shall any loud or disturbing noise be emitted from any Unit in such a manner as to be an annoyance to or objectionable to another Owner.

## **11 Code of Conduct; Communications**

Owners will conduct themselves in a civil manner when dealing with the Association's officers, directors, committee members, Manager, employees, contractors, agents, and other Owners. In return, the Owners are due the same courtesy and civility. The following actions are expressly prohibited: (a) verbal abuse; (b) insults and derogatory name-calling; (c) cursing; (d) aggressive or threatening behavior; (e) hostile touching or any physical contact; (f) sexual harassment; (g) posting correspondence on the doors of directors and officers; (h) phone calls or emails that are designed in the Board's or manager's judgment, by their tone, time, or frequency, to harass or intimidate, (i) suggestive language or language otherwise offensive to the recipient, and (j) asking Nokonah staff to perform personal errands. No person has the right to abuse another, or the duty to tolerate abuse.

Any person requested to leave the Manager's or other Nokonah staff's office must do so immediately.

The Board or manager in its (or his or her) discretion may upon notice to a resident or Owner require all communication from the Owner or resident to be in writing. Once such notice is provided, the Board or manager may decline to reply to any attempted oral communication. All communications related to Association matters should come from Owners rather than their tenants. The Board and manager may decline to reply to communications from tenants.

## **12 Auctions; Garage Sales**

No auction or garage sale shall be held in the Residential Units or on any portion of the Common Elements.

## **13 No Obstructions**

Except as otherwise provided or contemplated in the Declaration, the sidewalks, passageways, walkways and driveways used in common by Owners shall not be obstructed or used for any purpose other than for ingress and egress to and from the Units and/or the Common Elements.

## **14 Antennae, etc.**

No television antennae, satellite dish, aerial tower or similar structure (nor any appurtenances thereto) shall be erected on or fastened to the outside of any Unit or on any portion of the Common Elements. Satellite dish installation at the approved locations atop the east and west towers requires approval of the Board in writing.

## **15 Window Units**

No window air conditioning unit or window fan (or appurtenances thereto) shall be installed within any Unit or Common Element.

## **16 Cooking Equipment and Facilities**

Unit Owners shall not be permitted to install, place, store or use any type of barbecue or cooking equipment or barbecue or cooking facility within any portion of the Common Elements, except for electric grills on balconies with prior Board approval. Owners may use the grill in the poolside area by following safe practices and cleaning the grill area after usage.

## **17 Landscaping**

No one shall harm, mutilate, alter, litter, uproot or remove any of the landscaping on or within the Common Elements (including without limitation the grass, plants, hedges, shrubs, flowers or trees) nor place or affix any planters, statues, fountains, ornamental objects or artificial plants upon any portion of the Common Elements.

## **18 Pets**

No animal, reptile or fowl other than cats, dogs, fish, turtles or caged birds shall be permitted. An Owner may not keep more than two (2) dogs at any time. No dog that is reasonably deemed by the

Association to be a nuisance shall be kept by an Owner in any Unit. Each Owner must ensure that the Owner's pet does not soil any portion of the Common Elements and shall be liable for any damage to the common areas or other units caused by the Owner's pet, and any damage inflicted on another person by the pet. Owners shall be obliged to clean any pet spoilage that occurs in the Building immediately thereafter. All pets must be on a leash or otherwise properly restrained when within the Common Elements and must be accompanied by the Owner or Owner's agent. Pets are prohibited from the East Lobby, Club Room, Fitness Center and the pool and deck area. Elevator ingress and egress in the East Tower shall be through the Garage Level.

#### **19 Skating, etc.**

Roller skating, skate boarding, bicycling and other similar activities are strictly prohibited upon or within the Common Elements or upon or within any parking or drive area.

#### **20 Infestation**

No Owner shall permit or suffer the infestation of the Owner's Unit (or any Limited Common Element appurtenant to Owner's Unit) by pests, insects, rodents or other vermin. Failure to comply with the foregoing or the failure to report such infestation to the Managing Agent as soon as the Owner is aware will render such Owner liable for all costs and expenses incurred in having to eradicate such infestation.

#### **21 Elevators**

The Association (through the Managing Agent) will assign the elevator to be used for moving large parcels or articles of furniture, construction or remodeling jobs, or for scheduled move-in or move-out. The cost for the elevator is \$125.00 and a security deposit (\$250) is required for move in and move outs. The deposit will be held by the Managing Agent. See also Rule 22 for advance scheduling requirements.

#### **22 Moving, Delivery, Repair or Remodeling – Advanced Scheduling Required**

All moving (in and out), deliveries, and repair/remodeling projects require at least 24-hour notice and advanced scheduling to prepare an elevator and to assure an elevator is available (not already booked). Only the elevator(s) designated by Managing Agent of the Association may be utilized for moving, delivery, or repair/remodeling. An elevator deposit must be paid in advance. (See 21 Elevators.)

All moving, delivery, and repair/remodeling must be undertaken only between the hours of 8:00 AM and 6:00 PM Monday through Friday. All other times must be approved by the Managing Agent.

Residents (or an approved representative) shall be present at the beginning of any moving, delivery, or repair/remodel process.

Movers, delivery persons, or contractors or other Owner agents or invitees are not allowed to block driveways, hallways or elevators.

The Association requires the moving company provide the Owner/Resident with proof of general liability coverage of one million dollars (\$1,000,000) and property damage coverage of one million dollars (\$1,000,000).

On completion of each move, delivery, and/or repair/remodeling project, a Building Representative will inspect the common areas and elevators. *Owners will be responsible for all damages related to moving, delivery, repair, remodel, or any other related damages whether to common elements, other units, or otherwise.*

## **23 Hazardous Materials**

No hazardous, combustible or offensive goods, products or materials shall be stored in any Storage Unit or Residential Unit or any portion of the Common Elements or parking areas.

## **24 Garage**

Gate passes will be issued to Owners as required.

Owner's gate passes will be issued through the Building Management and each holder of a pass must be registered. Passes **may not** to be loaned or transferred.

VISITOR parking spaces are for Guests and **may not** be used by regular occupants of a unit. *Owner's vehicles and bicycles of all types* are to be registered with the Nokonah's Managing Agent. Any Owner or occupant may utilize the Owner's parking spaces in the garage and the adjoining Common Elements for any vehicle, motorcycle, bicycle, motorbike, motor scooter, or other similar vehicles in a safe and proper manner, causing no disruption in the operation and usage of the garage and Common Elements. Any issues (such as crowding, safety, and obstruction of walking areas and driving areas) created by this utilization shall be reviewed for resolution, with the Board making the final and conclusive determination as to whether use of a parking space complies with this rule or other governing document provision(s).

Requests for usage of contiguous parking spaces for motorcycle or other parking by two separate Owners (for example, owners agree to allow a motorcycle, bicycle, or other similar item to be parked between two contiguous spaces) shall be agreed upon by these Owners and notice of such agreement provided to the Board in writing. The Board may require removal at any time, however, of any item parked or stored in a parking space that becomes an annoyance or nuisance to any Owner, or otherwise violates this rule, regardless of whether Owners have agreed to such storage or parking. Any encroachment into the Common Elements creating issues (such as crowding, safety, and obstruction of walking areas or driving areas) shall be reviewed for resolution with the board having sole and final authority to determine violations and require removal of the offending item.

No boxes, personal items, or anything other than operable vehicles and their removable, exterior components parked in compliance with these rules may be placed or stored in any parking area spaces. Commercial vehicles, trucks (except pickups), camper units, motor homes, trailers, boats, personal watercraft, and motorized carts may not be parked on the Common Elements or in the garage. Vehicles

exceeding seven (7) feet in height and/or twenty (20) feet in length are not permitted on or in the Common Elements. Bicycles must be stored inside a Unit, the Owner's parking space or adjoining Common Element, or in the bicycle enclosure in the garage. No servicing or repairs shall be made to any motor vehicle or to any other equipment of any kind either on or within the Common Elements or in any Unit. Inoperative vehicles **may not** be parked in the garage or Unit parking spaces. No commercial vehicle, truck, trailer, van or recreational vehicle shall be parked on any portion of the Common elements save for any trucks parked in areas designated by the Managing Agent for the sole purpose of loading and unloading and save for any construction and/or loading vehicles used by the Association and/or any of its employees, agents, representatives or contractors in the course of constructing, completing, servicing and/or maintaining the Condominium or any portion thereof. Any exceptions of items listed above must be Board approved.

**Hybrid or electrical vehicles** are not permitted to be charged from the common electrical system. The vehicles must use a Board approved electrical socket for this function. The Managing Agent shall install the socket at the Owner's expense. In addition, the Owner must agree to a payment schedule that reflects the expected electrical usage.

**HEADLIGHTS** are to be **ON** and speed limited to **5 MPH** within the garage area.

**NO PARKING OR STANDING** is permitted between the garage Entrance and Exit.

**PARKING IN THE RESERVED PARKING AREA** reserved for respective commercial units. The Commercial Parking Spaces are for use as follows: seven spaces shall be reserved for use by Units 110 and 111 jointly; three spaces shall be reserved for use by Unit unit 102; two spaces shall be reserved for use by Unit 103, and one space shall be reserved for disability parking. These spaces are available for other use from 5:30 PM until 7:00 AM the following day on weekdays and 4:00 PM until 10:00 AM on Saturdays and Sundays.

## **25 Remodeling and Repair**

Any repair, remodeling, or alterations of anything other than the interior, non-structural components of a Unit must be pre-approved in writing by the Board.

No Owner may alter, add-to or improve his Unit or Limited Common Elements without prior written approval from the Board if the alteration affects or may affect structural components, integrity, or exterior appearance of a Unit or the Common Elements.

A vendor's certificate of insurance must be provided to the Managing Agent prior to the commencement of any work.

**Contractors must:**

Park in the alley

Communicate in advance with Building Management Staff to properly reserve the elevator for transporting tools and materials. (See also **22 Moving, Delivery, Repair, or Remodeling**.)

Respect all Rules and Regulations of the Nokonah Association.

Clean all areas affected and remove all trash from the Building daily, and not allow it to accumulate in Common Elements.

Owners will be solely responsible for all damages to the Common Elements, the Limited Common Elements, and other Units, which are related to work by their agents, guests, and invitees, including contractors.

Fire sprinkler covers shall not be painted or caulked. This is a violation of the City of Austin Fire Code, and Owners shall be solely responsible for costs related to the violation of this Rule.

Any construction, servicing, maintenance and/or repair work creating any noise or disturbance shall only be permitted between the hours of 8:00 AM and 6:00 PM, Central Time, Monday through Friday, unless prior approval is granted.

## **26 Activities Affecting Insurance**

Nothing shall be done in or kept in or on any Unit or Common Element that will increase the rate of insurance on the Condominium or any other Unit over that applicable to residential buildings or result in uninsurability of the Condominium or any part thereof or the cancellation, suspension, modification or reduction of insurance in or on or covering the Condominium or any part thereof. If by reason of the occupancy or use of any Unit or Common Element by any Owner in contravention of these restrictions the rate of insurance on all or any portion of the Condominium shall be increased such Owner shall immediately cease any such use and shall be personally liable to the Association for such increase caused thereby and such sum shall be payable to the Association upon presentation to such Owner by the Association of a statement thereof.

## **27 Design Integrity**

In addition to any other provisions hereof with relation to the alteration, maintenance, decoration or repair of any Unit, each Owner shall comply with the standards set forth in any design criteria in effect at the time any alterations or modifications are made to such Owner's Unit or such Owner otherwise decorates the Unit. The object of the design criteria is to insure the design integrity of the Building and to provide standards for the alteration, maintenance, decoration or repair of any Unit by an Owner after construction of the Base Building Improvements. The term Base Building Improvements shall mean the original improvements constituting the Building. The Board of Directors of the Association shall promulgate design criteria and the Association shall have the sole right to enforce same with respect to all Units. Approval by the Board of any modification, alteration or decoration of a Unit shall be conclusive as to compliance with standards set by the design criteria unless the representations made to the Board by the Owner of such Unit with respect to such modification, alteration or decoration are incorrect or unless the facts upon which the Board made its decision materially change. Amendment or

modification of the design criteria shall be in sole control and at the sole discretion of the Board of Directors of the Association from time to time. No amendment of the design criterion, however, shall be retroactive or shall be applicable to any modification, alteration or decoration of a Unit made upon the approval of the Board or made or undertaken in good faith based upon the design criteria in effect immediately prior to the date of enactment of such amendment and in progress at the date the amendment is adopted.

## **28 Religious Items**

Religious item(s) may be displayed on an entry door of a Unit only if (a) the display is motivated by the resident's sincere religious belief and (b) the display does not: (i) exceed 25 square inches in the aggregate for all religious displays on the door/door frame, (ii) threaten public health/safety, (iii) violate a law, (iv) contain patently offensive language or graphics, or (v) extend past the outer edge of the door frame.

## **29 Flags and Flagpoles**

The following additional restrictions apply to flags and flagpoles:

Only the following flags are permitted: United States of America, State of Texas, official or replica flags of any branch of the United States Armed Forces (including National Guard and Reserves). Flags must be displayed in accordance with applicable United States (4 U.S.C. Sections 5-10) or Texas law (Chapter 3100, Government Code).

Plans must be submitted and approved prior to the installation of any flagpole. All flagpoles must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the building. No portion of a flagpole may extend beyond the face/plane of the Building. All flags and flagpoles must be maintained in good condition, and any deteriorated flag or structurally unsafe flagpole must be promptly repaired, replaced, or removed.

No flagpole or flagpole bracket may be mounted on the Building. No flag may be mounted on or hung from the balcony railing or supports, or drape over the railing, or cover any portion of the railing or railing supports. All flags and flagpoles must be securely anchored so as not to present a risk of falling or being blown out of place by the wind.

No more than 1 exterior flagpole is allowed per Unit. No more than 1 flag may be flown from any exterior flagpole. No flag may exceed 6 square feet in area (2' x 3'). The Owner of the Unit must take reasonable measures to minimize noise from wind contact with the flagpole, rope, or flag. Wind noise should not be discernible more than 15 feet from the flagpole. The board may limit heights of all flagpoles.

## **30 Installations Covered by this Rule**

All restrictions and limitations on rain harvesting equipment, solar energy devices, roofing materials, religious items, political signs, flagpoles, and flags (collectively, the Installations) that are contained in or allowed by Texas Property Code Chapter 202 (Chapter 202), as now existing or later amended, are adopted by the Association as if the same were restated verbatim in this rule. The Board may prohibit any Installation that does not comply with the standards contained in Chapter 202 or these Rules.

### **31 Breach of Rules and Regulations**

All costs and damages (including any court cost and legal fees to enforce, regardless of whether suit is filed) incurred by the Association as a result of a breach of the Declaration, Bylaws, these Rules and Regulations, or any other governing document by any Owner or his occupants, guests or invitees, or the Owner's Tenant, or the Tenant's occupants, guests, or invitees, shall be borne by such Owner and be recoverable by the Association against such Owner in the same manner as Assessments. A notice in writing may be issued by the Building Management for a breach of any governing document. If after ten (10) days the Owner is still not in compliance a fine as determined by the Board will be assessed. The board or manager may elect to provide a shorter or longer cure period (shorter or longer than 10 days) in their sole discretion. All appeals of non-compliance must be made directly to the Board.

### **32 Construction**

In the event of any conflict between the Declaration, the Bylaws or these Rules and Regulations (i) the Declaration shall control over the provisions of the Bylaws and these Rules and Regulations and (ii) the Bylaws shall control over the provisions of these Rules and Regulations.

## **OPERATION PROCEDURES for the Fitness Room, Pool and Spa**

These facilities are **LIMITED** to Residential Units and Commercial Owners.

**Management has the authority to enforce these Operational Procedures and Guidelines and all subsequent additions or revisions.**

### **OPERATIONAL PROCEDURES**

#### **I. Pool Guidelines**

Pool hours are 6:00 AM to 12:00 Midnight daily. Anyone in the pool or deck area after midnight will be required to leave immediately.

No lifeguard is on duty. Diving is NOT permitted. **SWIM AT YOUR OWN RISK.**

Minors UNDER 16 are not allowed to use the pool or deck areas, unless accompanied by an adult.

Smoking is not permitted in the pool or deck area.

No glassware of any kind is permitted in the pool or deck area.

Pets are not allowed.\*

No pushing, shoving or running or rough play is permitted in or out of the pool.

Radios, tape players, or similar devices are allowed only if private headphones are used.

Residents and guests should wear sandals or shoes, be robed to and from the pool. Regulation swim attire only is allowed in the pool (NO cut-offs permitted). Towel dry before leaving the pool area.

The pool is intended for resident use: therefore, guests should not interfere with the pleasure and comfort of the residents.

Residents are responsible for their guest's behavior.

Residents and/or guests causing a nuisance must leave the pool area immediately if asked to do so by any member of the staff and/or management.

Parents and guests with children or others persons unable to swim safely without supervision at the pool must supervise their own children. Parents may not leave the pool area when their children or other non-swimmer guests are present.

Persons who are not toilet trained or are unable to control bowels may not enter the pool area unless wearing watertight elastic rubber pants. **This will be strictly enforced.**

Residents may bring floating devices for use in the pool, however, they are not to be stored in the pool or deck area. No large rafts or large toys are permitted.

Introducing contaminants, i.e. spitting, spouting water, blowing the nose, etc. is not permitted.

Seating on the sundeck and in the pool area is first-come first-serve. Chairs or special places on the deck cannot be reserved.

The pool or deck **may not be reserved or used for private parties.**

Residents using the Club room may allow their guests to sit in the pool area.

\*Except for service animals used by disabled persons.

## II. SPA Guidelines

Do not use the SPA if the water temperature is above 104F (40C).

No lotions, creams or suntan oil applied when entering SPA.

Regulation swim attire only (no cut-offs).

If you are pregnant, do not use SPA without medical consultation. Do not allow small children to use the spa. Hot water limitations vary from person to person.

If you suffer from heart disease, diabetes, high or low blood pressure or other health problems, DO NOT enter the SPA without prior medical consultation and permission from your doctor. Over exposure to hot water may cause nausea, dizziness and fainting.

Children under 16 years of age must be accompanied by an adult in the SPA area.

Always check the SPA water temperature, ENTER and EXIT the SPA slowly.

**NO jumping or diving into the water.**

**NO breakable objects are allowed in the SPA area.**

Do not place electrical appliances (phones, radios, TV, etc.) within five (5) feet of the SPA.

Do not operate the SPA during severe weather conditions, e.g. electrical storms or tornadoes.

### **III. Fitness Center Guidelines**

The Fitness Center is limited to Owners and their guests. Each Residential and Commercial Unit Owner will be permitted to bring no more than TWO (2) guests per visit to the Fitness Center. All children regardless of age are considered guests.

Owners must be present when guests are using the center.

Owner or the Tenant must be present when guest(s)are using the fitness center.

Clean machines of sweat, etc. after equipment use.

**Minors UNDER 16 must be accompanied by an adult. Minors under 12 years of age are not permitted to use the weight benches.**

Do not leave towels or articles of clothing, hair dryers, cosmetics or other items in the shower, sauna or sink area after using the Fitness Center.

Do not leave personal exercise equipment in the Fitness Center unless you have received permission from the Managing Agent's Office. All such equipment will be considered for Common usage.

Do not remove any of the weights, mats and other exercise equipment from the Fitness Center area.

### **IV. Concierge Services**

**Building Management Staff provides friendly service 24 hours a day, 7 days a week.**

**The primary responsibility of the Concierge is security for the Building and premises.**

**Additional responsibilities include:**

- Coordination services for residents
- Monitoring of traffic in and out of the Building
- Provide information to residents and their guests

- Arranging for Ground Transportation Services
- Logging and notification of parcel deliveries

Occasions or requests requiring the help of maintenance or other staff shall be responded to as appropriate. To avoid leaving the Front Desk Security unattended some delay in response may be experienced.

### **PROCEDURES and GUIDELINES for CLUB and CONFERENCE ROOM**

The Club Room and Conference Room are for the use of the Residential and Commercial Owners. These rules apply to **all** Owners.

If cleaning or damage repair is required after usage charges will be assessed.

No more than three (3) advanced reservations are allowed per Owner at any time.

Entrance to the Club Room for scheduled Events is through the East Tower Entrance (do not enter or exit through the Fitness Room).

Adopted this 19 day of May 2014

The Nokonah Condominium Association, Inc.

By: Albert G. Taub

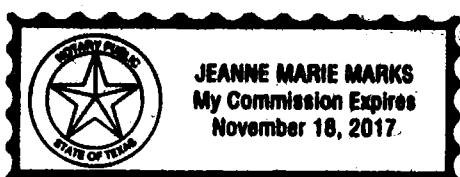
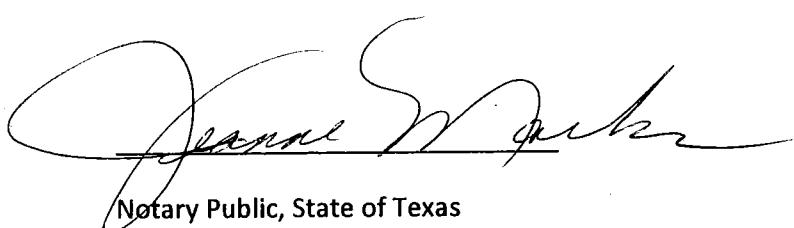
Title: President

Printed Name: Albert Taub

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 19 day of  
May, 2014, by Albert Taub in the capacity stated  
 above.



 A large, handwritten signature of "Jeanne Marie Marks" in black ink.

Notary Public, State of Texas

After recording, please return to:  
Niemann & Heyer, L.L.P.  
Westgate Building, Suite 313  
1122 Colorado Street  
Austin, Texas 78701



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

May 30 2014 01:18 PM

FEE: \$ 90.00 2014078255

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AMENDMENT OF RULES AND REGULATIONS  
OF  
THE NOKONAH CONDOMINIUM ASSOCIATION, INC.**

**Document reference.** Reference is hereby made to that certain instrument entitled Condominium Declaration for The Nokonah Condominium, filed as Document No. 2000017546 of the Official Public Records of Travis County, Texas (together with all amendments and supplemental documents thereto, the "Declaration").

Reference is further made to that certain instrument entitled The Nokonah Condominium Association, Inc. Bylaws [Amended and Restated 2014], filed as Document No. 2014077629 in the Official Public Records of Travis County, Texas (together with all amendments thereto, the "Bylaws").

Reference is further made to that certain instrument entitled The Nokonah Condominium Association, Inc. (The Association) Rules and Regulations Governing the Use of Units and Common Elements in the Nokonah Condominium (The Condominium), filed as Document No. 2014078255 in the Official Public Records of Travis County, Texas (together with all amendments thereto, the "Rules").

WHEREAS the Declaration provides that owners of units subject to the Declaration are automatically made members of The Nokonah Condominium Association, Inc. (the "Association");

WHEREAS the Association, acting through its board of directors (the "Board"), is authorized to adopt and amend rules and regulations governing the property subject to the Declaration and the operations of the Association pursuant to Section 7.14(13) of the Bylaws and Section 82.102(a) of the Texas Uniform Condominium Act; and

WHEREAS the Board has voted to adopt Rule 33 "Purposes of Entry" as attached as Exhibit "A" to supplement the previously adopted Rules;

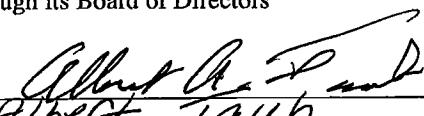
THEREFORE Rule 33 "Purposes of Entry," attached as Exhibit "A," has been, and by these presents is, ADOPTED and APPROVED.

Subject solely to the adoption of Rule 33 "Purposes of Entry," the Rules remain in full force and effect.

**THE NOKONAH CONDOMINIUM ASSOCIATION, INC.**

Acting by and through its Board of Directors

Signature:



Printed Name:

Albert R. Taub

Title:

President

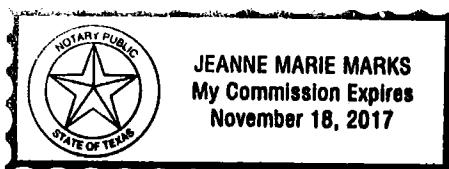
Exhibit "A": Rule 33 "Purposes of Entry"

**Acknowledgement**

STATE OF TEXAS §

COUNTY OF Travis §

This instrument was executed before me on the 15 day of May, 2015, in the capacity stated above.



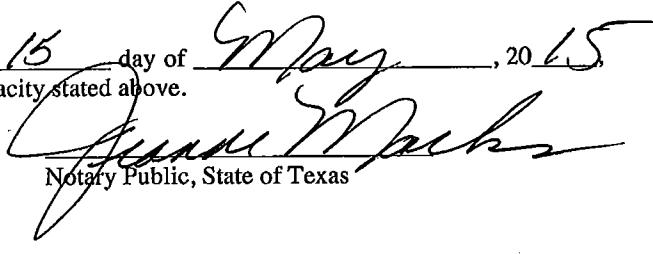
  
Jeanne Marie Marks  
Notary Public, State of Texas

EXHIBIT "A"

RULE 33 "PURPOSES OF ENTRY"

33. PURPOSES OF ENTRY. Association employees and agents and any contractor authorized by management may enter any unit at any reasonable hour of the day, on reasonable notice to the unit owner, for the following purposes: (i) requested services; (ii) pest control; (iii) inspection or removal of fire hazards; (iv) inspection or repair of fire safety equipment; (v) inspection, repair, maintenance or renovation of common elements; (vi) inspection for or repair of water leaks; (vii) removing unauthorized window coverings or signs; (viii) inspection, repair, maintenance, renovation, and/or installation of television, telephone, internet or other similar connections; (ix) entry by a law enforcement officer with a search warrant or arrest warrant; (x) inspection when imminent danger to persons or property is reasonably suspected; and (xi) any other purpose the Association deems reasonably necessary or appropriate for carrying out its duties as stated in the deed restrictions of the Association (see Declaration Section 3.5).

Without limitation, the Association shall have the right to install building-wide (including applicable to all residential, or all commercial Units) telephone, television, internet, or other similar cabling, jacks, or other similar installations into Units, including making any wall penetrations to the extent reasonably necessary. Association entry shall be done in a manner so as to not unreasonably interfere with use of the unit by its occupants.

After recording, please return to:

Niemann & Heyer, L.L.P.  
Attorneys at Law  
Westgate Building, Suite 313  
1122 Colorado Street  
Austin, Texas 78701



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

September 04 2015 02:02 PM

FEE: \$ 34.00 2015143023

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS



*Dana DeBeauvoir*

Dana DeBeauvoir, County Clerk  
Travis County, Texas

Feb 18, 2020 02:07 PM Fee: \$ 102.00

2020025873

\*Electronically Recorded\*

STATE OF TEXAS §  
CITY OF TRAVIS §

AMENDMENT OF RULES AND REGULATIONS  
OF  
THE NOKONAH CONDOMINIUM ASSOCIATION, INC.

(Amending Construction and Leasing Rules)

**Document reference.** Reference is hereby made to that certain instrument entitled Condominium Declaration for the Nokonah Condominium, filed as Document No. 2000017546 in the Official Public Records of Travis County, Texas (together with all amendments and supplemental documents thereto, the “**Declaration**”).

Reference is further made to The Nokonah Condominium Association, Inc. Bylaws [Amended and Restated 2014], filed as Document No. 2014077629 in the Official Public Records of Travis County, Texas (together with all amendments thereto, the “**Bylaws**”).

Reference is further made to The Nokonah Condominium Association, Inc. (The Association) Rules and Regulations Governing the Use of Units and Common Elements in the Nokonah Condominium (The Condominium), filed as Document No. 2014078255, and the Amendment of Rules and Regulations of The Nokonah Condominium Association, Inc., filed as Document No. 2015143023, both of the Official Public Records of Travis County, Texas (together with all amendments thereto, the “**Rules**”).

WHEREAS The Declaration provides that Owners of Units subject to the Declaration are automatically made members of The Nokonah Condominium Association, Inc. (the “**Association**”);

WHEREAS the Association, acting through its Board of Directors (the “**Board**”), is authorized to adopt and amend Rules and Regulations governing the property subject to the Declaration and the operation of the Association pursuant to Section 7.14(13) of the Bylaws and Texas Property Code Section 82.102(a) (Texas Uniform Condominium Act); and

WHEREAS the Board, toward the end of protecting the integrity of the building and implementing measures to enhance security, has voted to amend and restate Rule 1, “Procedures for Leasing”, and rename and amend and restate Rule 25, “Remodeling and Repair”, as shown on Attachment “A”;

THEREFORE Rule 1, “Procedures for Leasing”, and Rule 25, “Construction, Alterations, and Contractors”, set forth in Attachment “A”, have been, and by these presents are, ADOPTED and APPROVED to replace former Rules 1 and 25. The “**Documents**” referred to herein refer to the Declaration, Bylaws, Rules, and any amendments thereto.

**THE NOKONAH CONDOMINIUM ASSOCIATION, INC.**  
Acting by and through its Board of Directors

Signature: Albert A. Taub  
 Printed Name: Albert A. Taub  
 Title: President

Attachment "A": Rule 1, Procedures for Leasing; Rule 25, Construction, Alterations, and Contractors

**Acknowledgement**

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was executed before me on the 17<sup>th</sup> day of Feb, 2020, by Albert Taub in the capacity ~~stated above~~.



*Jeanne M. Marks*  
 Notary Public, State of Texas

After recording, please return to:  
 Niemann & Heyer, L.L.P.  
 Attorneys At Law  
 Westgate Building, Suite 313  
 1122 Colorado Street  
 Austin, Texas 78701

ATTACHMENT "A"Rule 1. PROCEDURES FOR LEASING

Summary of key leasing provisions:

- \*Background checks must be performed on all prospective occupants prior to leasing
- \*Owners must provide copies of all background checks, complete copies of all leases, and tenant contact, vehicle, and pet information at least 7 days prior to tenant move-in
- \*Minimum lease term is six months (see also Declaration §3.1.2)
- \*Less than the entire Unit may not be leased (see also Declaration §3.1.2)
- \*All leases must be subject to the governing documents and Owners must provide a copy of all governing documents to tenants
- \*Administrative fees and deposits are due in accordance with Rule 1.2(6)

## 1. Unit Leasing

1.1 **DEFINITION OF LEASING.** A Unit is deemed "leased," and its occupants deemed "tenants," for purposes of this rule and other leasing-related provisions in this Declaration and the other documents, except when: (i) the Unit is occupied by the Unit Owner and/or a person immediately related to the Owner by blood, marriage or adoption<sup>1</sup>, (ii) the Unit is vacant, or (iii) title to the Unit is held by a corporation, trust, partnership, or other legal entity, with the primary purpose of providing occupancy to the current occupant. This definition applies irrespective of whether there is a written agreement between the Unit Owner and the occupant(s) or whether any financial consideration has been provided for the right of occupancy. The Association may in the sole discretion of the Board require proof of familial relation between a Unit Owner and occupant.

In calculating occupancy, Units are counted uniformly regardless of size. A person is considered a tenant for all purposes under these Rules (including background checks) if that person stays overnight on the property more than 7 days in any month. Presence on the property at any time between 11:00 pm and 6:00 am will be considered an overnight stay.

If a Unit is leased, all common area usage rights transfer solely to the tenant(s) for the duration of the lease; leasing Owners forego all usage rights.

1.2 **GENERAL LEASE CONDITIONS.** The leasing of Units is subject to the following general conditions:

(1) **Minimum lease term six months; lease advertising.** No Unit may be rented for hotel or transient purposes or for an initial lease term of less than six months (see also Declaration §3.1.2.) If a tenant fails to fulfill the lease term (moves out early), the property may not be re-occupied by the Owner or another tenant without prior approval of the Board and unless any replacement lease is in compliance with this rule. This is to prevent a situation for example where a home is leased "for six months" but in reality is leased for the weekend and the tenant "leaves early" and the Owner moves back in or finds another "six month" tenant.

<sup>1</sup> A situation where an Owner lives with an unrelated individual for purpose of companionship, regardless of whether the companion contributes to living expenses, will not be considered a lease under these rules.

No Unit Owner may advertise the lease of any Unit for a term of less than the minimum lease term. All advertisements for the lease of a Unit must clearly state that the minimum lease term is six months (or any longer term the Owner wishes to apply). Daily or weekly rates (or any rate less than monthly) may not be advertised. Fines may be assessed for any violation of this Rule, regardless of whether the advertised Unit is actually leased for a period of less than the minimum lease term.

- (2) No renting rooms. No Unit may be subdivided for rent purposes, and not less than an entire Unit may be leased. (For example, an Owner's child may live in the Unit, but unless there is a lease, may not have a roommate. If an Owner's child desires to live with a roommate, it will be deemed a leased Unit, and there must be a lease transaction with the Owner's child and all other tenants being listed on the lease);
- (3) Written leases only; mandatory lease provisions. All leases must be in writing, must contain the names of all tenants and occupants; must expressly provide that they are subject to the Declaration, Bylaws, and Rules of the Association; and must have as an exhibit the Rules and Regulations of the Association;
- (4) Must provide tenants with Association documents. An Owner must provide his tenants with copies of the governing documents and notify them of changes thereto;
- (5) Tenants subject to Association documents. Each tenant is subject to and must comply with all provisions of the governing documents, federal and state laws, and local ordinances. Owners are responsible for their tenants and occupants and their guests' violations;
- (6) Owner must provide Association copy of all leases and lease renewals; tenant pet, vehicle, and contact information; and background checks. An Owner must provide the Association **no later than seven days before tenant occupancy or renewal of tenant's lease (with every new lease or lease renewal – a change of roommates is a new lease):**
  - (i) a complete and legible copy (electronic copy or hard copy) of the fully-executed lease, and any lease renewal document(s), both of which must include the name of all tenants and occupants. Dollar figures and any driver's license or social security number or other sensitive personal information may be redacted;
  - (ii) current information regarding all pets (breed, age, name, weight) and vehicles (make, model, color, license plate number) of the tenant(s), and current contact information including full names, email addresses, and any additional mailing address for all tenants; and
  - (iii) a copy (electronic copy or hard copy) of all background checks performed on tenants and occupants.

1.3 **SCREENING OF TENANTS AND OCCUPANTS; PROOF OF SCREENING.**  
 Prior to leasing to anyone or allowing anyone except the Unit Owner, or an individual related to the Owner by marriage, blood or adoption, to occupy a Unit, an Owner must assess the criminal background of potential occupants and without limitation obtain a report based upon Texas Department of Public Safety criminal history and sex offender searches both for the named tenants/occupants under the lease and all unnamed persons whom the Owner knows, or comes to know, are occupying or will occupy the leased Unit. (Criminal reports may be purchased from the DPS website at [www.txdps.state.tx.us](http://www.txdps.state.tx.us) for a small fee).

*If a Unit is being leased at the time of this rule adoption, the Owner must perform the due diligence outlined above within 15 days of being sent a notice of the adoption of this provision.*

**An Owner must provide proof of screening within three days of a request from the Association. Owners should consult their own attorneys in determining criminal history disqualifications, but for example and without limitation, to the maximum extent allowed by law, sex offenders who are required to register as such with the Texas Department of Public Safety are not allowed to be occupants.**

1.4 **EVICTION OF TENANTS.** Every lease agreement on a Unit, whether written or oral, express or implied, is subject to and is deemed to include the following provisions:

A. **Violation Constitutes Default.** Failure by the tenant or occupants or invitees to comply with the Documents, federal or state law, or local ordinance is deemed to be a default under the lease. When the Association notifies an Owner of his tenant's violation, the Owner must promptly obtain his tenant's compliance or diligently exercise his rights as landlord for tenant's breach of lease, including eviction. If the Owner fails to obtain the tenant's compliance after reasonable notice (at least 10 days notice) from the Association, the Association has the right, but not the obligation, to pursue the remedies of a landlord under the lease, Section 4.4(i) of the Declaration, or state law for the default, including eviction of the tenant, subject to the terms of this Section 1.8. Should the Association file an action for eviction against a tenant of a Grandfathered Unit, that Unit shall automatically lose its Grandfathered status.

B. **Association as Attorney-in-Fact.** Notwithstanding the absence of an express provision in the lease agreement for enforcement of the Documents by the Association, each Owner appoints the Association as his attorney-in-fact, with full authority to act in his place in all respects, solely for the purpose of enforcing the Documents against his tenants, including but not limited to the authority to institute forcible detainer proceedings against his tenant on his behalf, provided the Association gives the Owner at least 10 days' notice, by certified mail, of its intent to so enforce the Documents.

C. **Association Not Liable for Damages.** The Owner of a leased Unit is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Documents against his tenant. The Association is not liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Association's enforcement of the Documents against the Owner's tenant.

1.5 **CHANGE OF TENANTS/OCCUPANTS; NO SUBLETTING OR ASSIGNMENT.** Any change of tenants or occupants during a lease term is a new lease for the purposes of this Rule, and must be documented as such, with all documentation submitted to the Association in accordance with this rule. No lease may be assigned; **subleasing is prohibited.**

1.6 **EXISTING LEASES.**

(a) Owners leasing a Unit at the time of adoption of this Rule must upon requests of the Association promptly document such lease transaction by submitting copies of the lease, tenant contact, pet, and vehicle information, and copies of background checks on all tenants and occupants.

(b) If the background check performed results in a finding of significant criminal background on any tenant or occupancy of the Unit that lawfully enables non-renewal,

the Owner must evict or otherwise cause the lease to be non-renewed at the earlier legal date.

1.7 **VIOLATIONS.** The Board may require a tenant, by written notice to the tenant, to pay rent directly to the Association during any time in which the Owner is delinquent in payment of amounts due the Association. The Board may pursue any other remedies, including fining, eviction, and common area use right suspension, and other remedies allowed under these or other Association governing documents or state law. All enforcement costs, including attorney's fees, incurred by the Association due to violations of an Owner, Owner guest, occupant or invitee, or tenant or a tenant's guest, occupant or invitee may be assessed to the Owner's account. Owners are responsible for all violations of their tenants, guests and invitees.

Notwithstanding any language to the contrary in the other applicable deed restrictions of the Association, the minimum fine<sup>2</sup> for any violation of this leasing Rule involving either violation of the **minimum lease term** or **lease advertising** provisions shall be **\$500/violation**. Each day of the violation may be considered a separate violation. For repeat violations of the short term leasing Rule (leasing on multiple occasions for a period of less than six months), the fines shall escalate in \$1,000 increments, and each day of the violation may be considered a separate violation. The Association's managing agent shall have the authority and absent Board resolution otherwise on a case-by-case basis is directed to implement/levy these fines for violations of this nature and shall provide any notice required for such levy.

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<sup>2</sup> This is the minimum fine. The Board may in its discretion approve a larger fine on a case-by-case basis.  
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**Rule 25. CONSTRUCTION, ALTERATIONS, AND CONTRACTORS**

**(See also Construction and Contractor Rules attached as Exhibits A and B)**

**No alterations to the common elements are allowed without prior written permission from the Board. Common elements include perimeter drywall inside a Unit, all portions of the flooring under the finished flooring (all subfloors – ALL portions under the carpet/pad, tile, hardwoods, etc.) The exterior appearance of any Unit or common elements may not be altered without prior written permission from the Board. Common elements include all areas above the drop ceiling.**

**ALL changes to interior electrical and plumbing, and interior walls must also be submitted and approved. Interior walls include dividing walls within the Unit.**

**The Association is not concerned with a Unit's interior design but is concerned with alterations to interior or exterior elements that have the potential to affect the building's integrity or detrimentally affect the building or other Units. Thus the Board has adopted these Rules and Regulations toward that end.**

A. Changes shall not be made by a Unit Owner or tenant to common elements (including limited common elements) unless/until the Board has given written approval. Any alteration of interior plumbing and electrical must also receive prior approval. All alterations to/in common element areas may affect the integrity of the building and shared systems within the building and require prior written approval. **Without limitation, changes requiring submittal of plans and specifications and prior approval include:**

**1) any alteration of or within common elements**

The subflooring is common element – any alteration such as fixture removal that may affect the subfloor must be reviewed and approved.

The drop ceiling area is common element – any alteration in this area including to plumbing or electric must be reviewed and approved. The area beyond (outside of) perimeter walls is common element.

**2) any alteration to the Unit's plumbing, electric or interior walls**

Interior walls affect the HVAC for the entire building and many contain common plumbing and electric, and all plumbing and electric even servicing solely one Unit has the potential to have consequential effects on other Units, thus the Association must approve all changes.

B. No hallway doors in common areas or balcony doors or windows in Units may be installed or replaced without prior approval from the Board.

C. Any alteration that affects or may affect structural components, integrity, or exterior appearance of a Unit or the common elements requires advance written approval of the Board.

D. Owners and tenants are required to inform and cooperate with their immediate neighbors regarding any work in their Units that might involve noise, dust, or inconvenience to others.

E. Owners are responsible for all damage and other violations of deed restrictions (including Declaration, Bylaws, and Rules) committed by their residents and invitees, including contractors. For purposes of this Rule, the term "contractors" refers to any person, including subcontractors, performing repair, maintenance, renovation, moving, installations, alterations, or other similar work in the building, whether performing work at the request of an Owner or a resident. Owners are responsible for all work, violations, and damages arising from contractors work in or on the Owner's Unit. Owners are responsible for all costs of enforcement incurred by the Association due to Owners, residents, or contractors' violation of these Rules or any other dedicatory instrument of the Association.

F. The Board may waive/grant a variance from any requirement of these Rules in its discretion.

G. Any Association representative may require any contractor to show governmentally-issued identification at any time and to identify the Unit in which he is working, the company with which he is working, and the general nature of the work being performed. In the event any contractor refuses to provide such identification the Association may require such contractor to leave the premises immediately and may in its discretion prevent the contractor from returning.

H. These Rules are effective upon the date of their recordation in the Travis County Official Public Records, and apply to all work in progress as of that date and all future work.

#### Construction Rules

There are two tiers of construction projects, Category A and Category B.

***You must confirm with building management the proper category for your project and follow the appropriate rule category:***

**Category A: minor projects.** These projects do not affect any common elements and do not involve machinery or tools other than hand tools (hammers, etc.) For example, window treatment installation (assuming no electrical work is required); painting, drywall repair, appliance replacement not requiring a permit and not in conjunction with a remodel/renovation.

Rules in Exhibit A apply to Category A projects.

**Category B: all other projects.** For example, carpet installation or removal, hard surface flooring, any plumbing or electrical work, appliance installation requiring a permit or during remodel/renovation, wall removal or alteration, fixture removal or alteration, Unit combination.

Rules in Exhibits A and B apply to Category B projects.

**Exhibit A**  
**Rules for all Category A and Category B Projects**

*These Rules apply to all projects, regardless of category*

**A copy of these Rules must be posted in a conspicuous place in any Unit going through renovations/construction for the duration of the project.**

**A.** ELEVATORS. All uses of the elevator, other than transportation of persons from one floor to the next, must be approved and scheduled by the manager.

- 1) Service elevator only. Residents or contractors using the elevator for large loads (including any load with a grocery cart or valet rack, or any use involving repair, renovation or construction) must use the service elevator and must be considerate of others who need to use the elevator, moving quickly and efficiently, and cleaning up garbage and debris as they go. If clean-up services are provided by the Association, the Owner of the Unit will be assessed a \$100.00 per hour service charge (minimum of one hour).
- 2) No holding elevator. Under no circumstances is the elevator to be held at a floor for loading or unloading.
- 3) Material loading/transport. Move-ins, move-outs and transportation of construction materials and other large loads must be loaded into the hallway prior to loading them onto the elevator and then unloaded into the hallway before moving them into a Unit. Loads in the hallway are to be promptly cleared, per building Rules and fire code. Contractors may park in the loading/on-loading area only long enough to off-load materials and parts in order to load them into the building. The building manager may designate one or more area for loading and unloading and no area other than those designated may be used. The Association may designate an area for construction parking but has no duty to provide for construction parking and may in its discretion prohibit contractor parking on premises.
- 4) Elevator pads. The service elevator is the only elevator that may be used for moving, remodeling, construction, or other contractor/service-related work. The service elevator may not be used for such purposes unless the protective pads are in place. It is the resident's responsibility to ensure that elevator pads are installed and returned promptly in the designated areas at the completion of each move. The Owner of the Unit will be responsible for any costs needed to repair the elevator or replace or repair the pads. In the event that the residents are renters, the Owner of the rented Unit will be responsible for all costs. Management will make diligent effort to install the protective pads prior to the time of elevator reservation (see rule #5 below).
- 5) Reserving elevator; contractor access. To reserve the service elevator, the Association requires the name of the Owner, Unit number, name of the contractor provider (jointly referred to as "contractor"), and a description of the work being done at the Unit. (See also 22 Moving, Delivery, Repair, or Remodeling). An elevator reservation fee of \$125 is required, and a deposit of \$250 is required and will be retained until construction or remodeling is complete. The Association in its discretion may waive the reservation or deposit fee for any Category A project.

Either a general contractor or the Owner must be present to provide access to a contractor in all instances. The Association does not provide access to contractors. Owners may NOT lend or otherwise allow a contractor to use their FOBs. If FOB lending is discovered the FOB will be disconnected immediately.

B. CONSTRUCTION CONTRACTORS—GENERAL RULES.

- 1) Insurance requirements. ALL contractors of any type in the building (including subcontractors), no matter how large or small the job, must have insurance covering all workers working for the contractor and Owner must provide written proof of insurance to the Association in order for the contractor to be considered for approval. It is the Owner's responsibility to ensure that all contractors comply with this requirement. Every person working in/on a Unit must be insured and the Association must have proof of same, including subs, independent contractors, employees of contractors, and all other persons.
  - Contractor shall secure and maintain all required insurance in limits not less than: General Liability (bodily injury and property damage) - \$1 million for each claim.
  - Worker's Compensation - \$100,000 per accident, \$500,000 policy limit, \$100,000 employee/disease limit;
  - The Board may impose additional insurance requirements on larger projects (i.e. -\$10 million general aggregate) in its sole discretion.
  - The Board may suspend work until management receives evidence of appropriate insurance and approves such insurance.
  - The Association reserves the right to revise the parameters and scope of the insurance requirements from time to time. Each Owner and their respective contractors shall be advised of any such changes.
  - In the event that such insurance lapses prior to the completion of contractor's work, the Association will have the right to suspend such work until management receives evidence of appropriate insurance and approves such insurance.

Daily check in/Sign out. All contractors, all individuals to be performing work in the Unit, must sign in and out with security/front desk, show photo ID, identify the company and Unit with whom they are working, and generally describe the work to be done that day, prior to commencing any work for the day. In the Association's discretion they may be issued a badge which must be worn in plain view at all times. Workers must return the badges at the end of their workday. The then-current lost badge fee will be assessed to Owner's account for all lost or un-returned badges. Workers not wearing badges will be asked to leave the property. Contractors are only allowed in the Unit they are authorized to work in. **Contractors found on any other floor other than the floor related to their work will be reported to security and asked to leave the property and may be prohibited from returning.** Either a general contractor or the Owner must be present to provide access to a contractor in all instances.

- 2) Dress. All contractors must be dressed appropriately; for example, no tank tops or sleeveless shirts may be worn on site.
- 3) Access. **Owners may NOT provide a key or FOB to contractors.** Contractors may ONLY access the building after checking in and with accompaniment of an Owner or general contractor. The Association in its discretion may issue a FOB to a general contractor. Any key or FOB issued must be returned to the management office each day

before the end of construction hours.

- 4) Restrooms. Contractors may not use restrooms in the building other than in the Unit on which they are working. Neighbors may not be asked for favors such as entry for restroom.
- 5) Parking. There is no contractor parking in the garage. All contractors must park in the alley. The Association may designate other required parking areas, for example and without limitation, for major service projects the Association may designate an alternate location. Oversized vehicles must park off-property. Coordination with building security is mandatory.
- 6) No jackhammering or other excessively loud equipment. No jackhammering is allowed in the building. The Association reserves the right at any time, upon notice to Owner or contractor, to prohibit other equipment deemed excessively noisy by the Board. All tiles must be removed by hand (not jackhammered). **If the Association notifies an Owner or contractor that noise is excessive, the excessively loud noise must cease immediately.** Any planned work activity that may have the potential to cause extensive noise conditions must be coordinated in advance with the building management team a minimum of 24 hours prior to its start.
- 7) Concrete slab; nail guns; carpet removal. **Any work that involves drilling of the concrete slab / subfloor is prohibited in the building. (i.e., floor outlets or saw cuts for plumbing in the slab).** Any work impacting the slab must be reported to the management office prior to commencement and is prohibited prior to 10:00 a.m. This includes the operation of nail guns and the installation and removal of carpet tack strips.
- 8) Pneumatic hammers; trowel removal. Pneumatic chipping hammers are allowed but may not be used, nor may any trowel removal occur, without 48 hours written notice to the Association.
- 9) Wood studs prohibited. Woods studs may not be utilized in the building; all studs must be metal.
- 10) Noise. No loud noises (for example radios that can be heard outside of the Unit being worked on). No foul language or other unprofessional conduct is permitted.
- 11) Odors. The use of paints, solvents or other chemicals that cause noxious or unpleasant odors to enter common areas or other Units is prohibited. **Any product or process causing noxious odors must be completed off site.**
- 12) No use of sinks etc. for work or disposal. Unit appliances may not be used for any reason other than for their intended purpose. Kitchen sinks, bathtubs, toilets, etc. are not to be used for washing painting equipment or disposal of any construction materials. The management office will designate an area for this requirement. All contractors must coordinate any such needs in advance with management.
- 13) General rules:
  - a. Use of Nokonah carts, equipment, materials, ladders, tools or common area (including hallway) residential outlets is prohibited.

- b. Association management has the right and authority to stop any job activity immediately if any Rules are broken and activity will remain suspended until Board approval for work to resume
- c. Association and its Owners are not responsible for lost, stolen, or damaged equipment.
- d. No alcohol or drugs or persons under the influence are allowed on site
- e. No smoking in Units under construction or any common area
- f. No weapons or firearms may be brought onto Nokonah property, regardless of whether a license to carry such weapon is held
- g. Contractor must clean all common areas affected by the construction, and remove trash from the building, on a daily basis
- h. Contractor must contain dust adequately
- i. The Association must approve any containers/transporting equipment used to remove debris (such as carts, dollies, or other such equipment.). The Association may in its discretion specify the type of cart or other equipment that must be used for removal of debris.

14) Common Areas. Common Areas include all space in the building that is not a part of a Unit. Such areas include elevators, elevator landings and corridors. No work of any kind is allowed in any common area and common areas may not be used to store equipment, parts or supplies, unless approved in advance by the Association manager. Contractors are to use the service elevator landings to enter and exit a Unit and are to adequately protect the flooring in the corridors at all times. This includes preventing powdery dust debris from sheetrock and/or like materials from being tracked on the flooring. Doors entering the service elevator must be kept closed at all times during idle times of nonuse. No changes to exterior of the building or Unit (including the hallway or exterior door or window) are permitted.

## C. CONSTRUCTION.

- 1) Construction Notification Form. A copy of the Construction Notification Form can be obtained by emailing the manager. **This form must be submitted and approved, along with plans and specifications, prior to any work commencing.** Owner must submit the form (not contractor.)
- 2) Elevator usage fees may be assessed in accordance with the then-current rate.
- 3) Corridor wall alteration (on interior or exterior side) – fire rating. The fire rating of all walls must be maintained with any renovation, and any plans and specifications proposing alteration of the walls (including interior perimeter wall sheetrock or sheetrock adjacent to the corridor) must be certified by an engineer that the fire rating will be maintained, and require inspection at Owner cost of the as-built renovation to certify that the fire rating has been maintained.
- 4) SMOKE DETECTORS AND SPRINKLER SYSTEMS. Dust and paint spray and other similar items may activate the Nokonah fire alarm system. Contractors must seal all entry doors in the Unit when performing work that might activate smoke detectors. All smoke detectors in the resident's Unit must be bagged with a plastic bag during construction hours. The bags must be removed at the end of the day to return the system

to normal operation. Owner is responsible for any damages or costs incurred due to activation of the alarm system due to construction work.

Owners/Contractors are required to notify and coordinate with Association management prior to any testing of or work on the fire/smoke alarms. Sprinkler heads or covers may NOT be painted or caulked.

Any relocation or expansion of smoke detection devices must be performed by the Association's regular service provider for the fire alarm system, at Owner expense. *It is the Owner's obligation to use only the Association current fire alarm system contractor; contact information may be obtained from management.*

**NOTE:** Contractors must obtain confirmation from a fire/smoke alarm company that is approved by Association management that the Unit's smoke detector and sprinkler system is fully operational. This confirmation is required prior to commencing work, if the work involves or affects any electrical or mechanical activity within the Unit. For example, confirmation is required for any work performed above the ceiling and walls where detection devices are positioned. A post-construction inspection of the systems is mandatory by a fire/smoke alarm company that is approved by Association management. Written results of the post-construction inspection must be provided to Association management. Owners are responsible for all costs associated with inspections (both pre- and post-), and all costs to return the system to a functioning state post-construction.

D. **CONSTRUCTION CATEGORIES.** Construction/Remodeling projects have been divided into two categories, which are defined below, along with notification and approval requirements. Additional Rules apply to Category B projects; see Exhibit B.

#### Category A – Minor projects

Projects so minor that no formal construction review of plans and specifications apply; but all other Rules apply (including daily check in/sign out, insurance and all other Rules outlined herein). Category A projects do not affect any common elements and do not involve machinery or equipment other than hand tools (drills, etc.) and do not involve loud noises. All projects that do not qualify as Category A must follow all Category B policies. The Association, in the event of a question, will determine the category of the project. Examples of Category A projects include (but are not limited to):

- General repairs and maintenance within a Unit not involving plumbing or electrical or other utility work or alteration or any penetrations to surfaces (walls, ceilings or floors, interior or exterior)
- Installation or construction of furniture, shelving or the like
- Window treatments such as blinds, draperies or shutters
- Painting, wall-covering, paneling, or drywall crack repair
- Appliance repair or replacement for which permitting is not required under governmental codes or ordinances (for example, television and other appliance replacement), not in conjunction with a remodel/renovation project

Category B – projects other than minor projects.

Any project for work for which is not limited to items described in Category A is a Category B project. These include without limitation projects involving:

- Carpet installation or removal
- Hard surface flooring (marble, ceramic tile, hardwood flooring, etc.)
- Kitchen or bathroom cabinet Installation or removal
- Sink, faucet or tub replacement installation
- All appliance (refrigerator, dishwasher, washer, dryer, etc.) repair or replacement other than appliance repair or replacement described in Category A. (Including all appliance work related to a remodel and all appliance work for which a permit is required.)
- Termination, rerouting or other alteration of plumbing, electrical, telephone or other utility systems
- Wall removal, relocation or addition involving walls (whether structural or otherwise)
- Installation of plumbed or electrified fixtures and/or appliances, including a whirlpool tub, wet bar sink, etc.
- Wall modifications involving plumbing or piping relocations
- Combining Units
- Moving location of entry door(s) in common area corridor
- Modifications involving work in common area electrical and/or mechanical rooms or chases
- Modification to risers (plumbing, communications, electrical, ventilation, etc.)

**E. PRE-QUALIFIED CONTRACTORS.** All contractors must be approved vendors of the Association. Owners may pre-qualify vendors through an approval process. Contact the Association manager for details. The Association reserves the right to prohibit any contractors from the building, including for past infractions of Association Rules. The approval process may include, without limitation, requiring contractors to confirm that background checks are performed on all employees, subcontractors and other individuals who may be on site, and that due diligence is undertaken to insure that no individual with a violent criminal history or history of theft or other similar activity is allowed on site. Approval of the contractor by the Association does NOT represent any warranty of any sort as to the contractor, it solely means that the contractor is not disapproved and the Owner is authorized to let the contractor work in the building.

**F. PERMITS, FEES AND NOTICES.** The Owner or contractor shall secure and pay for the building permit(s) and for all other permits and governmental fees, licenses and inspections, which are necessary and legally required for the proper execution and completion of their work. A copy of any and all permits shall be provided to the manager with the Construction Form submission. In the event permits are not required, upon request Owner must provide to Association within three business days of request written confirmation by a licensed professional in the area in question (electrician, general contractor, etc.) that no permitting is required.

If the Owner or contractor performs any work without a governmental permit if one was required, or without Association approval if such was required, then the Owner shall take all action as required to comply with permitting requirements and bear all costs thereof, and shall indemnify and hold the Association harmless from any losses suffered thereby. The Association

may suspend work until all proof of adequate permitting or proof that no permitting is required, is received.

**G. HOURS FOR CONSTRUCTION.** Construction is permitted between the following hours only:

Monday, Tuesday, Wednesday, Thursday, Friday: 8:00 am – 5:00 pm  
 Saturday and Sunday: no construction allowed

No construction work is permitted on federal or widely-recognized holidays, including without limitation: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Workers are not allowed on property prior to 7:45 am, and shall not enter the building prior to 8:00 a.m., and must be out of the building no later than 5:00 pm and off property by 5:15 pm, unless otherwise approved by the Association manager in advance.

**H. NEIGHBOR NOTIFICATION.** Out of courtesy and respect, Owners are requested to deliver written notification of the construction project to all Units located on the same floor and all Units on the adjacent floor above and below the Unit. At a minimum, the notification should include: Unit #, brief description of work, anticipated start/end dates, and Owner's and Owner's contractor email address and phone number.

**I. COMMON ELEMENTS PROTECTION.** Unit Owner's contractor is responsible for protecting the floors, walls, and ceilings of the common elements on any floor accessed. The Association manager should be immediately notified if there is any damage to the building or other Units. The Owner is responsible for all costs associated with any necessary repairs to the common elements or other Units that are caused by the Owner's contractor(s).

**J. STORAGE AND TRANSPORT OF MATERIALS**

- All of the construction material must be stored within the Unit or removed from the building after cessation of work each day.
- Storage of materials in corridors, or vacant areas will not be permitted, and may be subject to fines by the Association.
- No explosives of any kind shall be allowed in the building.
- Failure to comply with these Rules may result in immediate removal of all material and disposal by the Association management at the expense of the UNIT OWNER.
- All contractor access must be accomplished via the service entrance and service elevator only.
- No part of the building may be used as a storage or staging area for any length of time for any work. For example, construction materials may never be stored in a hallway but instead must always be transported directly to the interior of the Unit interior on which the work is being performed.

**K. UTILITY INTERRUPTION.** No utility interruption is permitted without written approval from Association management in management's sole discretion. The Owner or contractor is required to give the manager seventy-two (72) hours notice before any requested building or utility service interruption. A fine may issue in the event of unapproved utility interruption.

L. DISPOSING OF CONSTRUCTION DEBRIS, CONSTRUCTION MATERIALS AND LARGE ITEMS. Construction debris must be removed by the contractor and may NOT be placed in building dumpsters, trash chutes or trash receptacles. All tools, equipment, materials, and debris (including drywall debris, any construction debris, appliances, or other items for disposal due to contractor work in the Unit) must be taken in and out in carts or other containers approved by the Association. It is the Owner's responsibility to ensure that all methods of transport receive prior approval by the Association. The Association may prohibit transport in any non-approved manner.

M. INSPECTION. The Association upon 24 hours notice, or in the case of emergency involving imminent threat to persons or property or upon reasonable suspicion of permitting or Association dedicatory instrument violation, with no notice, has the right to inspect any work in progress, any completed work, and the methods or materials used in connection with any such work to ensure that the same are in compliance with the Rules and Regulations governing such work. The Association has no duty or responsibility to ensure that the manner of work meets building or safety codes, or is otherwise performed in a workmanlike manner.

If any drywall is removed, the Owner must obtain an inspection from the Association prior to the drywall being re-installed. It is the responsibility of the Owner to ensure that any required reviews or inspections are completed prior to (a) closing any walls and (b) completion of any installations by contractors or vendors. In the event the Owner fails to complete any required reviews or inspections, the Board may require that any concealing walls be reopened to permit such reviews or inspection, all at the expense of Owner.

The Association may at any time revoke the ability of a contractor (whether an individual or an entity) to work on site due to past violations. *Owners are advised to write this into all construction contracts (the ability of Owner to terminate the contract should the contractor/individual be banned by the Association) and to take ALL Nokonah Rules and restrictions to the Owner's attorney for consideration when entering into construction contracts.*

N. DAMAGES. Owners and contractors must **immediately report any building damage including damage to hallways, elevators, or the Unit, to building management**. For example if a pipe is damaged during work, or if there is a water leak or toilet overflow in the Unit, this must be immediately reported to management. In its discretion the Association may require work to be stopped until repairs are made. Failure to timely report damage may result in the Association's suspension of work for a time period determined by the Board. **Owners are responsible for any damages to the building caused in whole or part by their contractors.**

**Exhibit B**  
**Rules for all Category B Projects**

***These Rules apply to all Category B Projects and are in addition to the Rules in Exhibit A.***

The Association manager may at any time inspect the work in progress to ensure compliance with the Rules.

Contractors may come inside the Nokonah only by invitation of a Unit Owner or Association management.

A copy of the Rules (both Exhibit A and B Rules) MUST be posted in the Unit for the duration of construction.

The Association in its discretion may require an approved general contractor be retained to oversee the job and be the Association's main point of contact. If such requirement is not imposed at the initial approval, such requirement may be imposed at any time if circumstances warrant in the Board's sole reasonable discretion.

**A. GENERAL**

- 1) Construction deposit paid to the Association of \$1,000 for smaller jobs (expected to take two days or less to complete); \$5,000 for larger jobs (expected to take more than two days to complete). Deposit will be returned to the Owner after completion of project, less any amount deducted for damages (including fines) related to the project. The construction deposit is not a limit of damages<sup>3</sup>. Work cannot commence until the deposit is paid. The Board or Association management may, in its sole discretion, waive the deposit requirement when it deems appropriate; any waiver must be in writing.
- 2) Approval of plans and specifications. Submission of plans and specifications and the Construction Notice Form to the Association prior to the work being started. No work may be commenced without approval of plans and specifications and coordination of work with the Board.
  - a. Owner is responsible for complying with all governmental permitting requirements and using properly licensed contractors where required. Owner must show proof of compliance with this subsection upon request of the Association.
  - b. In approving or denying plans the Board may consider without limitation: harmony with surrounding areas (for example plans including alterations to hallways or other areas visible from common areas or the building exterior may be denied); structural alterations (for example any alteration affecting structural elements of the building may be denied); HVAC and other alterations; potential effect of alterations on surrounding Units; potential for renovations to result in increased noise transmission between Units; and any other item the Board deems relevant. The Board may approve, deny, or conditionally approve (subject to specified conditions), any application.

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<sup>3</sup> The Association may in its discretion "grandfather" projects underway at the time of this rule adoption and waive the deposit requirement.

- 3) Evaluation and Inspection by Association. The Association may hire a structural engineer or other professional at Owner expense to evaluate the plans and, if desired by the Board, inspect the project at Owner expense. Inspection is for Association use only and is not a warranty of any kind as to the suitability of the work. Inspection may be required at any time, at the discretion of the Board, including prior to closing up of any walls or other areas concealing plumbing or electrical work or flooring underlayment. Such inspection shall be at the expense of the Owner.
- 4) Penetrations. Any penetration of the “envelope” of a Unit (for example, cutting a hole in the flooring, ceiling, or common or exterior walls to facilitate a plumbing change or other modification) must be approved by the Association.
- 5) Indemnification. Owner must indemnify the Association for any damages that might be caused by said work. Owner must also pay for costs to mitigate potential disturbance to neighbors.
- 6) Insurance requirements. The Board may impose additional insurance requirements (over and above those required by the general construction Rules, Exhibit A) on larger projects, in its sole discretion.
- 7) Contractor agreement form. All contractors must sign the Association’s Contractor’s Agreement prior to performing any work on the property.

## B. CONSTRUCTION

Construction Notification Form. A copy of the Construction Notification Form can be obtained by emailing the Association manager. This form must be submitted and approved, along with plans and specifications, prior to any work commencing.

## C. BUILDING SYSTEMS

Homeowners/Contractors are responsible for any damage to the Unit/Building fire protection system, mechanical system, electrical system or alarm system. Any changes in the Unit’s fire protection system, electrical or mechanical system must be inspected by the Association’s regular system service provider to ensure compliance with existing City Code.

**SAMPLE Construction Notification Form**

*This form may be updated from time to time.  
Owners must obtain the latest form from the Association manager*

**Required for ALL projects (both Category A and B projects)**

*Copies of all building permits must be attached.  
THE UNIT OWNER (NOT THE CONTRACTOR) MUST SUBMIT THIS FORM.*

1. Basic scope of work to be performed (if needed attach additional sheets):

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2. Anticipated Building Permit(s) (copy of permits must be provided to Association manager):

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3. Planned/Anticipated Schedule (start to finish):

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4. Contractor (On-site Lead)/Phone (if needed attach additional sheet):

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**ACKNOWLEDGEMENT:**

Owner and Contractor acknowledge that they have read, understood, and accept all construction Rules AND have been provided and read, understood and accept the general Rules.

CONTRACTOR:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

OWNER SIGNATURE: \_\_\_\_\_ UNIT  
# \_\_\_\_\_

ASSOCIATION MANAGER: \_\_\_\_\_

BUILDING ENGINEER SIGNATURE: \_\_\_\_\_

Is this a revision to a previously submitted form (please check)?

yes  no

/Volumes/File Server/CLIENTS/Nokonah/Rules Construction 2020 /RuleAmendConstruction CH 2-7-  
20 EXECUTION COPY\_REV 1.docx

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS



*Dana DeBeauvoir*

Dana DeBeauvoir, County Clerk  
Travis County, Texas

Aug 14, 2020 02:05 PM Fee: \$34.00

STATE OF TEXAS §  
COUNTY OF TRAVIS §

2020145067

\*Electronically Recorded\*

AMENDMENT OF RULES AND REGULATIONS  
OF  
THE NOKONAH CONDOMINIUM ASSOCIATION, INC.

*(Regarding Temporary Health and Safety Protocols)*

**Document reference.** Reference is hereby made to that certain instrument entitled Condominium Declaration for the Nokonah Condominium, filed as Document No. 2000017546 in the Official Public Records of Travis County, Texas (together with all amendments and supplemental documents thereto, the “**Declaration**”).

Reference is further made to The Nokonah Condominium Association, Inc. Bylaws [Amended and Restated 2014], filed as Document No. 2014077629 in the Official Public Records of Travis County, Texas (together with all amendments thereto, the “**Bylaws**”).

Reference is further made to The Nokonah Condominium Association, Inc. (The Association) Rules and Regulations Governing the Use of Units and Common Elements in the Nokonah Condominium (The Condominium), filed as Document No. 2014078255, and the Amendment of Rules and Regulations of The Nokonah Condominium Association, Inc., filed as Document No. 2015143023, and the Amendment of Rules and Regulations of The Nokonah Condominium Association, Inc., filed as Document No. 2020025873 all of the Official Public Records of Travis County, Texas (together with all amendments thereto, the “**Rules**”).

WHEREAS The Declaration provides that Owners of Units subject to the Declaration are automatically made members of The Nokonah Condominium Association, Inc. (the “**Association**”);

WHEREAS the Association, acting through its Board of Directors (the “**Board**”), is authorized to adopt and amend Rules and Regulations governing the property subject to the Declaration and the operation of the Association pursuant to Section 7.14(13) of the Bylaws and Texas Property Code Section 82.102(a) (Texas Uniform Condominium Act); and

WHEREAS the Board has voted to amend the Rules and Regulations to add the provision regarding temporary health and safety protocols that is set forth below;

THEREFORE the Rules are amended by ADDING Rule 34 to read in its entirety as follows:

### 34. Temporary Health and Safety Protocols

The Board may temporarily (for a duration of time of the Board's discretion) close, curtail access to or hours of, restrict, or condition access to the common areas and areas of common responsibility (collectively, common areas) in its reasonable discretion (for example due to health or safety concerns, governmental or CDC advisories, or any time the Board in its discretion deems such action necessary or appropriate.) The Board may prohibit, restrict, or condition visits by guests and invitees, for example in response to health or safety or capacity concerns. The Board in its discretion may temporarily cease, and upon notice to owner(s) require owners and their contractors or other agents to cease, activities the Board deems non-essential. The Board may implement protocols in common areas to aid in protecting the health and safety of residents and guests. The Board may, upon notice, prohibit use of the common areas by any owner or guest violating the temporary health and safety protocol. Notice in accordance with this rule may be given by posting notice in at least one conspicuous location in the common area and emailing notice to owners for whom the Association maintains an email address (notice must be both posted in the common area and emailed).

Residents must abide by all applicable governmentally-imposed safety protocols while on Association Property. For example and without limitation, if then-existing governmental protocols require face coverings except when inside your own dwelling unit, residents must at all times wear face coverings when on Property (excepting inside their units) Violation of governmental safety protocol or any other safety protocol adopted by the Association will result in a fine in a minimum amount of \$500/violation.

Owners are responsible for ensuring that all of their unit residents, guests and invitees comply with all governmentally-imposed and Association-imposed protocol and are liable for all violations of their residents, guests and invitees.

Subject solely to the amendment contained in this filing, the Rules remain in full force and effect.

### **THE NOKONAH CONDOMINIUM ASSOCIATION, INC.**

Acting by and through its Board of Directors

Signature:



sd/10/20

Printed Name:

GAIL HIESER HOOPER

Title:

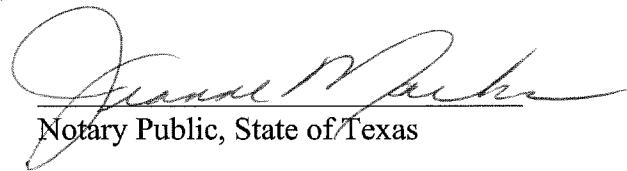
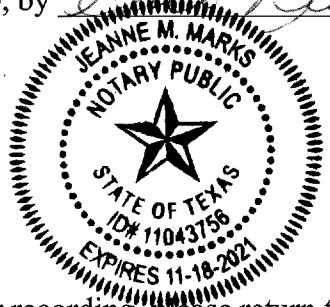
Secretary

**Acknowledgement**

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was executed before me on the 10 day of August,  
2020, by Phyllis Deichhoffer in the capacity stated above.



*Jeanne M. Marks*  
Notary Public, State of Texas

After recording, please return to:

Niemann & Heyer, L.L.P.  
Attorneys At Law  
Westgate Building, Suite 313  
1122 Colorado Street  
Austin, Texas 78701

/Volumes/File Server/CLIENTS/Nokonah/COVID Docs 7-20/RuleAmendTempSafetlyProtocols  
7-27-20.docx

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Rebecca Guerrero, County Clerk  
Travis County, Texas

Sep 02, 2022 02:15 PM Fee: \$38.00

2022148397

\*Electronically Recorded\*

**STATE OF TEXAS** §  
**COUNTY OF TRAVIS** §

**AMENDMENT OF RULES AND REGULATIONS  
OF  
THE NOKONAH CONDOMINIUM ASSOCIATION, INC.  
(Regarding Drip Pans and Smoking)**

**Document reference.** Reference is hereby made to that certain instrument entitled Condominium Declaration for the Nokonah Condominium, filed as Document No. 2000017546 in the Official Public Records of Travis County, Texas (together with all amendments and supplemental documents thereto, the "Declaration").

Reference is further made to The Nokonah Condominium Association, Inc. Bylaws [Amended and Restated 2014], filed as Document No. 2014077629 in the Official Public Records of Travis County, Texas (together with all amendments thereto, the "Bylaws").

Reference is further made to The Nokonah Condominium Association, Inc. (The Association) Rules and Regulations Governing the Use of Units and Common Elements in the Nokonah Condominium (The Condominium), filed as Document No. 2014078255, and the Amendments filed as Document Nos. 2015143023 (Entry), 2020025873 (Construction and Leasing), and 2020145067 (Health and Safety), all in the Official Public Records of Travis County, Texas (together with all amendments thereto, the "Rules").

WHEREAS The Declaration provides that owners of units subject to the Declaration are automatically made members of The Nokonah Condominium Association, Inc. (the "Association");

WHEREAS the Association, acting through its board of directors (the "Board"), is authorized to adopt and amend rules and regulations governing the property subject to the Declaration and the operation of the Association pursuant to Section 7.14(13) of the Bylaws and Texas Property Code Section 82.102(a); and

WHEREAS the Board has voted to adopt the Rules attached hereto as Exhibits "A" and "B";

THEREFORE the Rules set forth in Exhibits "A" and "B", have been, and by these presents are, ADOPTED and APPROVED.

**THE NOKONAH CONDOMINIUM ASSOCIATION, INC.**

Acting by and through its Board of Directors

Signature: John C. Jones  
Printed Name: JOHN C. JONES  
Title: PRESIDENT

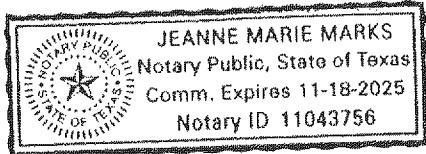
Exhibit "A": Addition to Rule 7, Balcony; Clotheslines  
Exhibit "B": Rule 35, Smoking

Acknowledgement

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was executed before me on the 23 day of August,  
2022, by John C Jones in the capacity stated above.



Jeanne Marks  
Notary Public, State of Texas

After recording, please return to:  
Niemann & Heyer, L.L.P.  
Attorneys At Law  
Westgate Building, Suite 313  
1122 Colorado Street  
Austin, Texas 78701

Exhibit "A"

The following paragraph is hereby added to Rule 7, Balcony; Clotheslines:

No potted plant, planter, or other item that requires watering may be placed or maintained on a balcony unless it is equipped with a drip pan (for containers, aka saucer) that has sufficient capacity to prevent water from leaking onto or off of the balcony. Owners shall maintain their drip pans and shall not cause or allow them to overflow from watering. In the event of violation(s) of this rule, in addition to other available remedies, the board may require owners upon notice to permanently remove one or more planters, potted plants or other similar items. The board may in its discretion, after notice, cause the plants or planters to be removed or drip pans/saucers installed, with all cost levied to the Owner's account.

Exhibit "B"

**RULE 35 "SMOKING"**

35. **SMOKING.** The building is a non-smoking community. Smoking includes cigarettes, e-cigarettes, vapes, and other similar items. Smoking creates a safety hazard, and smoke can waft and create a nuisance in violation of Section 3.2 of the Declaration. Smoking is not permitted in any public or private areas of the building, including units and indoor common areas. Smoking is not allowed on balconies or patios.

Smoking is allowed only in the exterior areas surrounding the ground floor entrances, 15 feet or more from the entrances. All smoking materials must be properly discarded.

The Association may access any Unit upon request in order to investigate reports of smoke, and owners and tenants must promptly facilitate access upon Association request.