

# **PLANTATION HOMEOWNERS ASSOCIATION INC.**

## **Rules and Regulations**

Approved by the PHOA Board of Directors on May 14, 2018

These Rules and Regulations together with the Declaration of Covenants, Conditions and Restrictions (DCCR) and Bylaws are the sole sources of Rules and Regulations governing the Plantation Homeowner's Association Inc. (PHOA).

The Board of Directors, pursuant to Article VIII of the DCCR, may make and enforce reasonable rules and regulations, which are put in place to maintain property values and help in the peaceful coexistence of the residents of our community. They can also serve to more fully explain a restriction that may be less clear.

These Rules and Regulations apply to all OWNERS, renters, occupants, their families, guests, and invitees.

**These Rules and Regulations supersede, replace and have precedence over all previous Rules and Regulations on this subject matter effective as of May 14, 2018.**

### **Section A: Fines for Violations**

Violation of any of the Rules and Regulations, unless otherwise indicated, is subject to the following fine structure:

1. First, the Plantation Homeowners Association (PHOA), Inc. will give written notice to the OWNER by certified mail at the OWNER'S last known address as shown on the PHOA records. No fine will be imposed to the OWNER if violation is corrected to conform to the Rules and Regulations within fifteen (15) calendar days of notice.
2. Second, the OWNER may submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the PHOA Board of Directors on or before thirty (30) calendar days after the date the notice was mailed to the OWNER.
3. Third, if violation for the same offense is not corrected to conform to the Rules and Regulations or a written request for hearing has not been submitted between sixteen (16) calendar days and thirty (30) calendar days of notice, the OWNER will be fined twenty-five-dollars (\$25.00) per day, beginning on the sixteenth (16<sup>th</sup>) calendar day of notice.

Should an OWNER delay in the payment of fines, said OWNER and fines will be referred to the PHOA's attorney for collection.

## **Section B: Declaration of Covenants, Conditions and Restrictions**

Below is a condensed version of some of the OWNER restrictions in the Declaration of Covenants, Conditions and Restrictions (DCCR), and the additional rules clarifying sections, which have been approved by the PHOA Board of Directors.

### **Section 6.5 Storage:**

No boat, boat trailer or recreational equipment, truck or heavy equipment shall be stored on any lot. No lot shall be used for storage or placement of any items other than OWNER'S private passenger vehicle (except as herein permitted). This section shall not be deemed to prohibit storage inside the OWNER'S house or garage (out of sight from the street or adjoining lots) of OWNER'S personal possessions.

No OWNER of a lot shall park, store, or keep any vehicle except wholly within the parking space designated there for, and no OWNER shall park, store, or keep any truck, camper, boat, trailer, or aircraft, or any vehicle other than a private passenger vehicle on any parking space not enclosed and covered (garage). More specifically, no truck, camper, boat, trailer, aircraft, or any vehicle other than a private vehicle may be parked on a driveway. In no event shall any truck larger than a one (1) ton pickup be parked, stored, or kept in any parking space. No OWNER of a lot shall repair or restore any motor vehicle, boat, trailer, aircraft, or other vehicle on any portion of any lot, or on the COMMON AREA, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No OWNER shall park a vehicle on his driveway in such a manner that such vehicle extends into the street. No vehicle, trailer, boat or obstruction of any kind shall be allowed to park in or obstruct the alleyways.

### **Section 6.6 Placement – Section 6.6G:**

No air conditioning units or other mechanical equipment located outside a residence shall be placed in the front or side yard of any lot unless completely enclosed by a wall to shield said equipment from view and to dampen any noise created by such equipment. This covenant shall not be deemed to prohibit air conditioning "window units."

### **Rule Clarifying Section 6.6G:**

An air conditioning unit or other mechanical equipment located outside a residence will be allowed to be on the side or back yard of any lot and does not need to be enclosed by a wall.

**Section 6.7 Off Street Parking:**

Each OWNER shall within thirty (30) days after a residence is placed on a lot provide driveway and parking facilities for off street parking for each of OWNER'S vehicles and for vehicles of guests. Provided, however, that this restriction shall not prohibit guests of OWNER from parking along the street for reasonable periods of time.

**Rule Clarifying Section 6.7 Off Street Parking and addressing Vehicle Parking Stickers:**

Periods of time for parking for all OWNERS, renters and guests along the street will be from 7 a.m. to midnight daily. Special event permits will allow for parking after midnight. However, permit must be picked up at least eight (8) hours prior to the event and will be issued by PHOA administration.

Violation of the Rules and Regulations for Section 6.7 Off Street Parking is subject to the following fine structure:

1. First, the Plantation Homeowners Association (PHOA), Inc. will give written notice to anyone who violates the Off Street Parking rules by placing a warning letter on the vehicle's windshield and will give written notice to the OWNER of the destination address provided by the vehicle's owner at the main gate. PHOA will give written notice to OWNER by certified mail at the OWNER'S last known address as shown on the PHOA records. The five (5) days prior notice will serve for a period of one year from the time it was issued. Thus, the OWNER is responsible for his/her violation and the violation of all members of his/her household. It follows that notice to the OWNER serves as notice to all members of his/her household. No fine will be imposed to the OWNER if violation is corrected to conform to the Rules and Regulations within five (5) calendar days of notice.
2. Secondly, once a single five (5) day prior written notice is given, no further notice is required for repeat violators of the Off Street Parking rules and the OWNER will be subject to an immediate fine of twenty-five-dollars (\$25.00) per day.

Should an OWNER delay in the payment of fines, said OWNER and fines will be referred to the PHOA's attorney for collection.

**Vehicle Parking Stickers:**

All vehicles must be registered and display a Vehicle Parking Sticker, which will be issued every four months. An OWNER will receive for FREE up to four (4) stickers in total if PHOA assessments are current. An OWNER with more than one property will pay twenty-dollars (\$20.00) for each additional sticker. Renters will be required to purchase for twenty-dollars (\$20.00) a Vehicle Parking Sticker per vehicle up to the amount of parking spaces designated for a residence if the OWNER'S PHOA assessments are current.

**Section 6.8 Nuisances:**

No noxious or offensive activity shall be carried on upon any lot, or the COMMON AREA, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other OWNERS. No firearms (including BB guns or air guns) shall be discharged; no repair work, dismantling or assembling of motor vehicles, boats, trailers, or any other machinery or equipment shall be permitted in any street, driveway or yard adjacent to a street, or in the COMMON AREA. DECLARANT may designate a specific location within the COMMON AREA where minor repairs may be made.

**Rule Clarifying Section 6.8 Nuisances:**

No repair work, dismantling or assembling of motor vehicles, boats, trailers, or any other machinery or equipment shall be permitted in alleyways.

**Section 6.9 Signs:**

No sign of any kind shall be displayed to public view on any lot or structure (except as permitted herein). OWNERS may post notices of property for sale or rent in space to be provided in the recreational building. During initial construction and sales period of the lots, the DECLARANT and its TRANSFEREES may use signs and displays to advertise the merits of the property for sale or rent. OWNERS may display a sign not in excess of three square feet in size showing OWNER'S name and address only.

**Rule Clarifying Section 6.9 Signs:**

OWNERS are allowed to place one (1) "for sale" sign or one (1) "for rent" sign on their lots, but not two (2) signs. The sign cannot be in excess of three-square feet in size and must be at least three feet away from the curb along the street. Political signs will be limited to ninety (90) days prior to an election and ten (10) days after an election.

**Section 6.10 Business:**

No business of any kind shall be conducted from any residence with the exception of the business of DECLARANT and the TRANSFEREES of DECLARANT in developing all of the lots. DECLARANT and its TRANSFEREES may maintain offices as needed in the recreational building and/or a mobile home on the COMMON AREA and display signs advertising the merits of the properties.

**Section 6.12 Livestock, Poultry and Pets:**

No animals, livestock, poultry, birds or reptiles of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets, not to exceed a total of two (2) pets, may be kept provided that they shall not become a nuisance (in the sole judgment of DECLARANT) and are not kept, bred or maintained for any commercial purposes. All pets are to be maintained and controlled as outlined in rules published from time to time by DECLARANT. All pets must be kept on a leash when not confined to OWNER'S lot. No pets shall be allowed on the COMMON AREA or on another OWNER'S lot.

**Section 6.13 Garbage and Refuse Disposal:**

No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition. All refuse shall be placed in plastic bags in accordance with the regulations of the City of Pharr and shall be placed at curbside not more than twelve (12) hours prior to scheduled pickup.

**Rule Clarifying Section 6.13 Garbage and Refuse Disposal & Waste Containers:**

Violation of the Rules and Regulations for Section 6.13 Garbage and Refuse Disposal is subject to the fine structure as indicated in Section A: Fines for Violations with an additional fourth step, which is outlined below.

4. Fourth, if violation for the same offense is not corrected to conform to the Rules and Regulations by thirty-one (31) calendar days of notice, the OWNER'S lot will be cleared at the OWNER'S expense of two-hundred-dollars (\$200.00).

**Waste Containers:**

On the designated day of trash pickup, place your waste container at curbside. The container should in NO way interfere with vehicular traffic. Remove waste container from curbside and place it alongside or at the rear of your residence by 10 a.m. on the day following trash pickup.

Violation of the Rules and Regulations for Waste Containers is subject to the following fine structure:

1. First, the Plantation Homeowners Association (PHOA), Inc. will give written notice to anyone who violates the Waste Containers rules by placing a warning letter on the waste container and will give written notice to OWNER by certified mail at the OWNER'S last known address as shown on the PHOA records. The five (5) days prior notice will serve for a period of one year from the time it was issued. Thus, the OWNER is responsible for his/her violation and the violation of all members of his/her household. It follows that notice to the OWNER serves as notice to all members of his/her household. No fine will be imposed to the OWNER if violation is corrected to conform to the Rules and Regulations within five (5) calendar days of notice.
2. Secondly, once a single five (5) day prior written notice is given, no further notice is required for repeat violators of the Waste Container rules and the OWNER will be subject to an immediate fine of twenty-five-dollars (\$25.00) per day.

Should an OWNER delay in the payment of fines, said OWNER and fines will be referred to the PHOA's attorney for collection.

**Section 6.14 Obstruction of Sight Lines:**

No fence, wall, or hedge shall be built or maintained nearer than ten feet (10') to the front lot line of any lot or side lot line on corner lots. An exception shall be made in the case of retaining walls of not over twelve inches (12") above the ground. No fence, wall or hedge or shrub planting which obstructs sight lines shall be placed or permitted to remain on any corner lot.

**Section 6.16 OWNER'S Maintenance of Yard:**

The OWNER shall keep and maintain his yard (including the area between the lot line and the curb and all easements located thereon) in good condition and shall keep the grass cut and not allow an excessive amount of weeds or undergrowth to grow on the lot. In the event OWNER should fail to keep this condition and covenant, the DECLARANT is hereby authorized to have the grass cut on the OWNER'S yard and the OWNER agrees to reimburse the DECLARANT for the cost thereof.

**Rule Clarifying Section 6.16 OWNER'S Maintenance of Yard:**

The OWNER of any property shall not allow grass, weeds or brush of any description to grow or flourish thereon without having such grass, weeds or brush cut and kept cut short at all times to a height not greater than twelve inches (12") from the surface of the ground. It shall also be the duty of an OWNER, tenant or occupant of properties abutting a street/alleyway to keep the street/alleyway clear of obstructions caused by intruding and overhanging brush and/or tree limbs. There must be a clearance from curb to curb by sixteen feet (16') high for vehicles to enter the street/alleyway and the street/alleyway bed must be reasonably free of debris and passable to the vehicle.

Violation of the Rules and Regulations for Section 6.16 OWNER'S Maintenance of Yard is subject to the fine structure as indicated in Section A: Fines for Violations with an additional fourth step, which is outlined below.

4. Fourth, if violation for the same offense is not corrected to conform to the Rules and Regulations by thirty-one (31) calendar days of notice, the OWNER'S lot will be mowed and cleared at the OWNER'S expense of one-hundred-and-twenty-five-dollars (\$125.00).

**Section 6.17 OWNER'S Maintenance of Residence and Accessory Buildings:**

All mobile homes shall have skirting installed within thirty (30) days after a mobile home is placed on the lot, and the bottom edge of the home must be higher than twenty-four inches (24") above the ground at the highest point.

The OWNER shall maintain and keep in good repair and condition the residence and any and all accessory buildings, or structures appurtenant thereto, and further agrees to promptly repair any damage to the residence, or such structures, caused by storms, hail, fires, or other acts of God, or which may be caused from general wear and tear.

**Rule Clarifying Section 6.17 OWNER'S Maintenance of Residence and Accessory Buildings:**

Acceptable window coverings are vertical blinds, mini-blinds, draperies, curtains and shutters. Aluminum foil, newspaper, sheets, cardboard and paint are not permitted to be used as window coverings.

**Section 6.18 Cloths Lines:**

No clothing or other items may be hung to dry in view of anyone in the street. Only umbrella type clothes lines shall be permitted on the rear portion of the lot, out of sight from any street.

## Section C: Committees

In order to assure that all monetary activities at the Plantation Homeowners Association (PHOA) Inc. conform to the Texas laws and accounting principles governing homeowner's associations, and do not constitute an undue liability to PHOA or privilege to any group or person, the following policies are established effective the date of board approval.

These policies pertain to Committees formed by PHOA associates/members which collect money and incur expenses on behalf of PHOA activities, and seek exclusivity of PHOA facilities. Such authorized PHOA Committees have the following benefits and responsibilities:

- 1.) The Committees must be approved by the board by means of a resolution which states their duties, objectives and powers. Management will be responsible for board approval and final approval will be notified after the board has authorized.
- 2.) Registration of Committees is to consist of:
  - a. A written request for authorization.
  - b. The naming of a chairperson and treasurer.
  - c. Acceptance of the PHOA regulations.
  - d. Approval by the PHOA management after authorization by the board.
- 3.) All activities by approved Committees are subject to the availability of PHOA installations for the date(s) they request and to the regulations established by PHOA for their usage.
- 4.) Management will support the Committees activities with the use of PHOA facilities and equipment where ever possible and reasonable.
- 5.) All monies collected by or for the Committees will be deposited to the PHOA general account to a Liability Account ledger item for the approved Committee.
- 6.) The Committees registered chairperson and or treasurer will be the only persons allowed to request funds from a favorable balance in the ledger item for the Committee. All expenses must conform to standard accounting expenses and be backed by valid receipts. Expenses without valid receipts must be avoided.
- 7.) Any modifications, betterments, additions or changes to the PHOA facilities by the Committee must be approved by the PHOA management.
- 8.) In the event a Committee is disbanded or otherwise ceases to exist the ledger item funds will revert to PHOA.

## **Section D: Swimming Pool/Jacuzzi**

### **NO LIFEGUARD ON DUTY, SWIM AT YOUR OWN RISK**

1. Pool hours are from 8 a.m. to 10 p.m.
2. Residents 15 years and older must have an activity pass to enter swimming pool/Jacuzzi area. The activity passes are at the Activity Center. Please be advised that no one without the activity pass will be allowed on the premises.
3. Only residents and their guests are allowed to use the facilities. Guests must be accompanied by a resident at all times. Residents allowed only four (4) guests per household.
4. No children under 15 years old are allowed in the swimming pool and Jacuzzi areas without an adult resident present.
5. No food or drinks are allowed in the Jacuzzi or swimming pool area. Food and drinks are only allowed in the table area. However, no alcoholic beverages of any kind are allowed in the table area, swimming pool and Jacuzzi areas.
6. No glass containers are allowed in the swimming pool, Jacuzzi or table areas.
7. Swimmers must wear swimsuits. Cut-off shorts, clothing with buttons, and colored shirts are not allowed.
8. Shower before entering the swimming pool or Jacuzzi.
9. Babies must wear swim diapers.
10. Avoid using the pool if you and/or your child have stomach problems.
11. Absolutely no horseplay is allowed at any time.
12. Small rafts or inflated objects are allowed only in the large swimming pool.
13. No children under 12 years old are permitted in the Jacuzzi.
14. No dispensing of liquids or substances into the swimming pool or Jacuzzi is allowed, unless approved by the PHOA Manager.
15. No balloons or plastic bags, which can damage the pools' filter system, are allowed in the swimming pool or Jacuzzi areas.



## **Section E: Plantation Gate Procedures**

Amended and approved by the PHOA Board of Directors on October 8, 2018

**These Rules and Regulations for Section E: Plantation Gate Procedures supersede, replace and have precedence over all previous Rules and Regulations on this subject matter effective as of December 1, 2018.**

1. No person will be allowed through the main gate unless they are an identified OWNER, renter or guest/visitor and comply with the following rules 2-7.
2. All OWNERS/renters are required to register their vehicles at the Activity Center.
3. Every person entering the Plantation without a current Vehicle Parking Sticker (including OWNERS/renters) must submit a valid picture identification and register with the main gate personnel. The time, date, name, address, car license number will be recorded for OWNERS/renters and non-residents, and a destination address must be provided, except during high-peak traffic periods when seven (7) or more vehicles are in line.
4. A valid Access Card must be on the vehicle when using the automatic gate. Access cards will be sold at a rate of \$20 per card to an OWNER/renter for as long as the OWNER/renter owns the vehicle. Replacement cards will be sold at a cost of \$10 per card, but the old card must be presented for the discounted price to be issued.
5. No OWNER/renter can allow a car to follow them through or open the gate to allow another car to pass through the automatic gate. PHOA security will disable the OWNER'S/renter's Access Card for each incident. Security will contact the OWNER/renter and require them to have the visitor return to the gate and register their vehicle.
6. The Pharr Police Department will be called whenever it is necessary to maintain order and safety.
7. Guests/visitors are welcome at the Plantation. OWNERS/renters are encouraged to inform PHOA Security in advance about expected guests/visitors. A guest/visitor who arrives between the hours of 10 P.M. and 7 A.M. may not be allowed entrance to the property unless such advance notice has been provided or PHOA Security is able to contact the OWNER/renter. PHOA Security will notify the OWNER/renter by calling the phone number listed on the PHOA Homeowner's Contact List. It is the OWNER'S/renter's responsibility to provide PHOA management with a current phone number to be used for the PHOA Homeowner's Contact List. An OWNER/renter is allowed to escort their guests/visitors to the property by visiting with PHOA Security in person at the entrance.