

**Rules and Regulations  
For  
Pirates Landing Townhome Association**

## INTRODUCTION/PURPOSE

The enclosed Rules and Regulations have been established by the Pirates' Landing Townhomes Association, Inc. (PLTA) Board of Directors (Board). They are intended to complement the Declaration of Covenants, Conditions and Restrictions to protect the interests of our townhome association, maintain our property values, and provide basic guidelines for the respect of the rights, comforts, safety and convenience of other owners and residents at PLTA. In some cases, an owner (or group of owners) may find a specific rule they do not agree with. In such instances, it is important to remember that these rules are for the benefit and protection of the majority of owners, i.e., the basis for our townhome association.

The Rules and Regulations are written in simple, ordinary language for ease of understanding. The Board has the authority to interpret or amend these rules, as they deem necessary. These rules apply to all owners and residents. If leasing a unit, the owner is responsible for ensuring compliance by their tenant(s). Owners and residents are responsible for ensuring compliance by their guests.

The Board has devoted a great deal of effort in developing this Rules and Regulations for the overall benefit of PLTA, as our responsibility is to protect the investment and enhance the value of PLTA for all owners. Your compliance is both appreciated and required. The Board urges you to familiarize yourself with, this Rules and Regulations as it will be enforced. Questions or suggestions for change may be forwarded for consideration by the process described within these rules.

### I. VEHICLES

- A. All vehicle rules and regulations apply to all owners, residents, and guests.
- B. Specific rule interpretations, clarifications, or amendments will be made by the Board, as necessary.
- C. PLTA is not responsible for theft or damage to any vehicle on PLTA property. This is the vehicle owner's responsibility and it is recommended that vehicle owners verify appropriate coverage through their auto and/or homeowner's policies.
- D. The speed limit within PLTA property is 20 miles per hour.
- E. All residents are to park in their Townhouse driveway areas or in the common parking areas at the end of Jean Lafitte and Calico Jack.
- F. Major vehicle repairs are not permitted at PLTA (exceptions would be emergency repairs to get a vehicle operable, such as, flat tires or battery problems).

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- G. The following vehicle violations are subject to immediate towing (i.e., no, advance notification required), as they represent a potential threat to the safety and well-being of others at PLTA.
1. Any vehicle otherwise obstructing or impeding the traffic flow within PLTA is subject to immediate towing.
  2. Any vehicle deemed as a potential danger or hazard to PLTA residents, such as a vehicle leaking gasoline, is subject to immediate towing.
  3. All towing, storage, and related costs are at the vehicle owner's expense.
- H. These vehicle rules and regulations are for the overall benefit of PLTA. While a specific rule may inconvenience a certain owner or resident, our townhouse community requires joint cooperation for the majority of the owners. If you have a question about how any rule might apply to a specific instance, request the Board to bring it up at the next Board meeting.
- I. Golf carts are allowed within the association. All laws governing both Galveston city and the county will be enforced. Golf carts are under the same rules of the association as vehicles listed in item G.

**II. OUTSIDE CHANGES**

- A. Prior written approval of the Board is required for any and all changes made to the outside of any unit. Failure to obtain such approval may result in you being required to remove changes and/or restore to original condition, at your expense.
- B. Outside changes include, but are not limited to, additional construction to the exterior of your unit, addition or expansion of the lower deck, trellises, awnings, storage sheds, lattice work, etc. Note: Satellite dishes are to be attached to the side of a unit, not to the roof.
- C. Unit upgrades/repairs may interfere with scheduled Association maintenance and repairs. Unit owners **MUST** provide the Board upgrades/repairs time schedule as soon as the owner receives schedule. Association maintenance and repairs can then be rescheduled. Any delays or costs incurred because the Board did not receive a schedule of upgrades/repairs are the responsibility of the unit owner.

**III. INSIDE CHANGES**

- A. Any interior changes which may affect the structural integrity of a unit or building must be approved by the Board in writing, in advance.

#### **IV. CHILDREN**

- A. Parents or guardians are responsible for their children's conduct. Please supervise children closely.

#### **V. LAWNS AND SHRUBS**

- A. The trees and shrubbery are a vital and valuable part of PLTA, and each resident shall be liable for any damages, mutilation, or defacing thereof for which they, their children or their guests are responsible.
- B. The Board is responsible for arranging and providing all landscaping services for the common area. All work is done exclusively under the authority of the Board and all requests or complaints about landscaping must be directed to the Board.
- C. Nothing shall be stored in the common areas.

#### **VI. PETS**

- A. Owners and residents with pets must have control over their pets at all times. Residents walking pets are responsible for seeing that pet droppings are removed from decks, paved areas, and the common area.

#### **VII. LOWER DECKS AND WINDOWS**

- A. All windows shall have proper window dressing that does not detract from the general appearance of the complex. No foil, paper, or sheets shall be placed in any window or door.
- B. Owners may place upon their inside lower decks furniture and such decorative items as owner may deem desirable, provided, however, that such decorative items do not detract from the general appearance of the complex
- C. Broken windows are the responsibility of the owner and must be replaced immediately.
- D. Window fans and window air conditioners are prohibited at PLTA.

#### **VIII. TRASH/GARBAGE**

- A. All rubbish must be placed in the trash container for pickup. No trash is allowed to be placed outside of the trash container. The owner is responsible for hauling off their trash if the trash container is full.
- B. Large item/heavy trash hauling is not included in PLTA's trash/garbage service. Residents are expected to arrange and pay for such service, as needed.

- C. Trash cans must be kept under the unit until it is transferred to the trash container.

### **IX. MAINTENANCE**

- A. The Board does not provide any on-site personal for routine maintenance, litter pick-up, or cleaning.
- B. Any requests for work, suggestions, or complaints must be made to the Board.
- C. Refer to the PLTA repair procedures in the covenants for the Maintenance/Repair procedures.
- D. Repairs will be scheduled in accordance with the maintenance schedule established by the Board. Any resident can request the board complete repairs faster. If faster repairs are possible, the association will provide the material for the repairs and the owner will pay for the labor.

### **X. LEASING OF UNITS**

- A. Owners are responsible for the actions of their tenants. Any owner leasing a unit shall not be relieved of any obligation under PLTA's Covenants, By-Laws Declaration, or these Rules and Regulations.

### **XI. GUESTS/VISITORS**

- A. Owners and residents are solely responsible for their guests and visitors.

### **XII. INSURANCE**

- A. The Association is responsible for providing insurance to protect their townhome from such perils as fire, windstorm, flood, hurricanes, etc. This protection is provided for the original floor plan of all units.
- B. Owners are responsible for providing insurance to protect additions, modifications, or changes to their floor plan from such perils as fire, windstorm, flood, hurricanes, etc.
- C. Owners are responsible for providing insurance to protect personal belongings damages as a result of theft, vandalism, or negligence on the resident's part.
- D. Owners are responsible for providing insurance to protect them against any liability that might arise from someone incurring bodily injury.
- E. The above exposure can be adequately protected by the resident purchasing the appropriate insurance policy from their insurance agent.

**XIII. HOW TO GET ISSUES ADDRESSED**

- A. The Board is responsible for the ongoing operations of PLTA through the direction of the Board. Board members will only bring issue to the board.
- B. Requests for work, questions, problems, complaints, and suggestions may be addressed to the Board. The Board has the authority to initiate certain work, handle emergency needs, and resolve many questions or problems.
- C. All written correspondence regarding PLTA must also be routed through the Board. The Board is responsible for taking necessary actions, as needed, and then reporting such to the Board for consideration at the next Board meeting. PLTA's Board Address is:

Pirates Landing Townhouse Association  
4159 Pirates Beach  
Galveston, TX 77554

- D. Board meetings are held on a scheduled basis. All meetings are open to PLTA owners, but any owner wishing to discuss an issue must be on the agenda in advance. To be included on the agenda for discussion of an issue, owners must submit such to Board at least one week in advance of meeting.
- E. Visitors are welcome at all Board meetings but must notify Board of their attendance at least one week in advance to ensure adequate seating.
- F. Strict order will be maintained at meetings, as our agenda is usually lengthy and covers a broad range of issues.

**XIV. RESPONSIBILITY CHECKLIST**

- A. The attached responsibility checklist is provided as a quick reference guide differentiating the responsibilities of the Townhouse Owners and PLTA. This listing is not intended to be all - inclusive, and the Board may make additions or changes, as necessary. Depending on circumstances or special requirements, the Board may make exceptions to the responsible party indicated.

**PLTA ASSOCIATION/HOMEOWNER RESPONSIBILITY LIST**

DESCRIPTION	ASSN	OWNER	COMMENTS
I. Exterior Surfaces			
A. Wood/siding	x		
B. All Decks		x	
C. Roofs	x		
D. Windows		x	

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DESCRIPTION		ASSN	OWNER	COMMENTS
	1. Glass		x	
	2. Screens		x	
E. Doors			x	
	1. Front		x	
	2. Storage shed		x	
	3. Sliding Glass		x	
	4. Porticos		x	Wooden step under the door
F. Foundation		x		
G. Piers		x		
H. Gutters		x		Only on B units above door
I. Electrical - Exterior				
	1. Outlets		x	
	2. Photocells		x	
	3. Fixtures		x	
J. Railing			x	
K. Lower decks			x	
L. Air Conditioner			x	
	1. Condensing Unit		x	
M. Hot Water Heater			x	
N. Water Cutoff Valve (in Driveway)			x	
O. Stairs			x	
P. Parking				
	1. Under Unit	x		
	2. In Front of Unit	x		
	3. Common areas		x	
Q. Utilities				
	1. Water & Sewer		x	
	2. Outside Electricity		x	
	3. Inside Electricity		x	
R. Exterminating				
	1. Interior		x	
	2. Exterior	x		
	a. Termites	x		
S. Landscaping				
	1. Common Areas	x		
	2. Inside Lower deck		x	

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DESCRIPTION		ASSN	OWNER	COMMENTS
T. Insurance				
	1. Building	x		Windstorm, Fire, Flood on behalf of the owners.
	2. Liability		x	
	3. Content		x	
	4. Additions		x	
Additional Comments				

**XV. MISCELLANEOUS**

- A. Residential Use Requirement - All townhome units shall be used and occupied as private residences for single families or individuals. All present and future owners, tenants and occupants of townhome units shall comply with the provisions and terms of the Declaration, the By-Laws and other governing Rules and Regulations of PLTA.
  
- B. Maintaining Your Unit - Each owner, at their own expense, shall maintain their unit, lower deck and/or balcony space and storage space in good condition and in good order and repair, and shall not do or allow anything to be done in their unit not in compliance with PLTA's By-Laws, Declaration or Rules and Regulations. If an owner does not comply, the Association may undertake necessary repairs and assess the owner for all costs incurred, as well as levy fines up to \$100.00 per occurrence.
  
- C. Legal, Costs Recovery - Any proceeding by the Association arising out of an alleged failure of an owner, resident or guest to comply with the terms and provisions of the Declaration, By-Laws, Rules and Regulations, or the terms and provisions of such documents as they may be amended from time to time, shall entitle the Association to receive from the owner reasonable attorney's fees and court costs as may be awarded by a court.
  
- D. Returned Check Fees – The Association will charge \$50 for any returned check. This amount reflects fee our bank charges the association and the additional time and effort the Board must commit to collect the funds owed.
  
- E. Right of Access - Board shall have the right of access during reasonable hours as may be necessary for the maintenance, repair or replacement of common elements and to make any required inspections or repairs as necessary to correct or prevent damage to the unit, other units or PLTA. Owners will be notified prior to entry whenever possible or as soon as possible after entry.
  
- F. Cost of Repairs - The cost of repairing property owned by the Association (such as the common areas) or another unit could be your responsibility under certain circumstances. The occurrence may relate to water damage caused by a clogged drain, worn seals, and tub or sink overflowing. Damage caused by smoke or fire originating in your unit that cause harm to



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another unit could also be your responsibility. Any cost of repair or replacements due to a resident's negligence or misuse will be the responsibility of such resident and/or owner.

- G. Disturbance of Neighbors - All PLTA residents (owners and occupants of units) shall at all times exercise extreme care to avoid making or permitting to be made loud or objectionable noises (such as playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers or devices) in such a manner that may disturb other residents at PLTA. No unit shall be used or occupied in such a manner as to obstruct or interfere with the enjoyment of other residents. Any nuisance, immoral, or illegal activity will not be permitted at PLTA.
- H. Plumbing - PLTA water is individually metered and billed. Any plumbing leaks within a unit must be repaired immediately by the owner. Also, clogging of drains (such as a grease clog in the kitchen) may cause damage to another unit, and must be repaired immediately. The Board or its representative MAY take reasonable actions to minimize damages caused by leaks while unit owners are not in residence.
- I. Children - Parents are responsible for proper supervision and safety of their children, and to see that they abide by the Rules and Regulations of PLTA. Parents may be charged for any damage caused by their children.
- J. Business operations - Business operations conducted from a unit are not permitted at PLTA.
- K. Telephone Numbers - All residents' telephone numbers should be registered with the Board for security and safety reasons.
- L. Outside Cooking - Outside cooking should be conducted in a manner so as not to pose a fire hazard.
- M. Speed Limit - A speed not exceeding 20 miles per hour must be maintained on PLTA property.
- N. Solicitation - No solicitation or solicitation materials are permitted at PLTA except as authorized by the Board.
- O. Smoke Detectors - Smoke detectors should be installed in each unit and properly maintained.

## **XVI. ENFORCEMENT OF RULES AND REGULATIONS**

- A. After reasonable notification, non-compliance or repeated offenses of these Rules and Regulations may result in a penalty/fine to the owner as levied by the Board. Offenses include but are not limited to non-payment of association dues, non-payment of association assessments, or violation of any of the above rules and regulations.

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- B. Liens and legal actions: Once an owner goes in the rears with association dues or assessments they are subject to legal action. The Board is responsible to all of the association and will take all necessary actions to collect outstanding debts owed to the association including suing to place a lien on the owner's unit.