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POLICIES AND PROCEDURES

NOCONA HILLS OWNERS ASSOCIATION

212 Nocona Drive

Nocona, TX 76255

(940) 825-3445

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SECTION I - GENERAL

1.1 Use of Common Facilities

Nocona Hills Owners Association, Inc. shall not be responsible to anyone for personal injury or personal property damage while using the commonly owned facilities. Members, lessees and guests use the common property at their own risk and must use the facilities solely for their designated purposes. All Association facilities are generally available on a 'first come first served' basis unless specifically reserved. No individual has the right to exclusive use of any Association commonly owned facility.

1.2 Equipment

Association equipment shall not be loaned to anyone for private use.

1.3 Facility Use

Guests are not permitted to use the Association facilities unless accompanied by a member or lessee, except as otherwise provide by these rules, and the appropriate guest fees have been paid.

1.4 Unauthorized Visitors

Unauthorized visitors will be treated as trespassers and are subject to prosecution.

1.5 Lessee Privileges

(a) Long-term Leases - Lessees are entitled to all membership privileges except voting rights. The Association requires a completed lessee information form before issuing resident vehicle identification stickers to the lessee. Upon termination of a lease, all vehicle stickers must be returned and all outstanding association charges must be paid. Delinquent lessee charges will be the responsibility of the property owner

(b) Short-term Leases – Property owners are responsible for the conduct and actions of short-term lessees.

- A short-term rental agreement from the NHOA must be filed with the association by the property owner.
- A copy of NHOA Policies and Procedures are to be available to guests at the property address. Site manager's name and contact information will be filed with the association office.
- Site managers must be available to address short-term guest issues within one (1) hour.
- A guest card will be completed and submitted to the NH gate or the NHOA office for each short-term guest prior to their arrival. (Guest Card - name, rental address/lot number, number of guests, arrival and departure dates)

1.6 Other Uses

When Association property is not being used for its designated purpose, the Board of Directors may approve its use for other purposes, provided that no permanent structures are installed.

SECTION 11 - SECURITY

2.1 Legal Entities

Trusts, Corporations, or other legal entities which hold the legal title to property within our community shall designate an individual who shall act as the owner of all relative property for all intents and purposes under our

governing documents. The designated owner shall have all the rights and privileges held by any other property owners, or until the Legal Entity notifies the Association in writing of a change which shall not be official until the change is recorded on the books and records of the Association.

2.2 Vehicle Identification

Vehicle identification stickers are used for admittance as a convenience and to reduce the workload at the gate.

2.3 Eligibility

Only members in good standing or lessees with proof of vehicle ownership and vehicle liability insurance are eligible for vehicle identification stickers.

2.4 Commercial Vehicles

HOA board or management must approve stickers for commercial vehicles that are owned by a member or lessee and company owned vehicles that are driven exclusively by a member or lessee. All other commercial vehicles entering the HOA may enter only by the request of the property owner.

2.5 Removal

The Association vehicle identification sticker must be removed and destroyed when a vehicle is sold, traded or no longer used by a member. This is the member's responsibility. A lessee's vehicle identification sticker must be removed and destroyed by the property owner when the lease is concluded or terminated.

2.6 Limit

Members are limited to three stickers. Additional stickers must be approved by NHOA board or management.

SECTION III - GATE PASSES

3.1 Authorization

Guests will only be admitted when a member or long-term lessee authorizes their admittance by contacting the entry gate via telephone, in writing, or in person.

3.2 Gate Passes

Gate passes may be issued at the entry gate for the vehicle of the authorized guest. The pass must be displayed inside the windshield while on the premises and must be returned to the gate when the visit has ended. Security Department may issue passes for a maximum of 7 days. The NHOA management or board must approve passes for longer periods.

3.3 Unexpected Guest

Unexpected guests will only be permitted to enter if entry gate staff are able to contact the owner or lessee for the necessary authorization.

3.4 Limitations

Property owner guests are not permitted to bring in other persons after entering the community. Only property owners may contact the entry gate staff to approve guest entry.

3.5 Use of Facilities

Grandparents, parents, non-dependent children, and grandchildren who are guests of members or lessees may use all Association facilities without being accompanied by a member or lessee.

3.6 Realtor Entry Procedures

All Realtors must provide entry gate personnel with:

- Realtor Business Card
- Driver's License
- Client or destination address

Clients in separate vehicles must also allow copying of driver's license and be signed in with tag number.

Realtors will be advised that they must accompany or escort clients at all times and must exit after client.

Realtors and clients will be advised to stop and check out with gate attendant upon exiting.

Realtors with documented listings may exit vehicles at their listing address and or with permission of other destination realtor's listings.

Realtors are to be advised they may tour the association property, but may not exit their vehicles except at:

- A. NHOA Office during business hours.
- B. Boat Ramp Park Area (Nocona Lake)
- C. Lake Point Park Area (Nocona Lake)
- D. Campgrounds
- E. Apache Park Area (Leisure Lake)

3.7 Attendant Procedures:

- Make a copy of the realtor's driver's license and business card and identify their client or destination.
- If a non-member client is in separate vehicle, make copies of the same information.
- Record the color and description of the vehicles and note the date and time of entry.

3.8 Construction Workers and Buildings Materials

Construction workers and building materials will be admitted only when authorized by a property owner or his designated contractor.

- **Gate Access** – Materials and/or equipment will only be allowed inside the community if the Tradesmen/Supplier provides the gate with state issued ID and if the Property Owner notifies the gate. It is the property owner's responsibility to secure the required permits in advance of any construction and provide the permit number to his trades and/or suppliers.
- **Responsibility** – It is the responsibility of the property owner to provide a contractor and sub-contractor list of names to the front gate. Contractor employees will be admitted only with proper ID and if their names are listed at the gate.

Contractors and their employees are required to proceed directly to the permitted work site and return directly to the gate. Loitering or use of Association facilities (other than restrooms) is not permitted. Any observed violations of the above may result in an immediate escort from the premises and denial of future entry until a disposition hearing is conducted by the NHOA Board and/or the Maintenance and Security Supervisor. Contractors are responsible for the actions of their employees and members are responsible for their contractors. Contractors and their employees may be issued citations by Security for violations of these rules. The sponsoring member(s) will be notified if citations are issued to their contractors. Sponsoring members are subject to receiving citations for contractor violations of rules.

- **Identification** - It is the member's responsibility to provide and update as often as necessary, the names of hired contractor and subcontractor employees, the lot number(s) where construction is to be performed, and the complete identification of delivery trucks to be admitted with construction material.
- **Prohibited Items** - Construction workers and drivers of delivery trucks will not be allowed to bring pets or other animals, watercraft, or any unlicensed vehicles into the community.

3.9 Commercial Vehicles

Vehicles used regularly to make deliveries into Nocona Hills will be approved for admittance on an individual basis by the entry gate staff.

3.10 Other Service Vehicles

All other service vehicles will be admitted as determined by entry gate staff.

3.11 Soliciting

Absolutely no vehicles or individuals will be admitted for the purpose of soliciting or delivering advertising materials. A service or salesperson authorized entry for a single purpose is not allowed to solicit business at another location.

3.12 Travel Trailers, Campers and Motor Homes

These specialty vehicles are allowed under the same conditions as any other vehicles.

3.13 Fire or Medical Emergency

In the event of an emergency, dial 9-1-1 and give your name, street address, telephone number and the nature of the emergency.

3.14 Home and Building Construction – See NHOA Architectural Control Handbook (ACH)

SECTION IV - CAMPGROUND

4.1 Campground Rules & Regulations

(a) GENERAL:

- Registration and payment are due immediately upon arrival. No exceptions. Payment methods accepted are Cash, check, or PayPal.
- For after-hours check-in, please contact the NHOA office.
- All RVs must be fully self-contained, well-kept and in good condition. RVs 15 years or older must be approved by NHOA management.
- 5 mph speed limit.
- Maximum of six (6) people; one (1) RV; and two (2) vehicles per site
- Campfires allowed in designated areas and cooking equipment only. Outdoor cooking/charcoal grills are permitted. Above ground fire pits are permitted if there is a proper fire arrestor used.
- All water hoses/sewer lines must be free from leaks.
- Solicitation or signs for the sale of products/services is not allowed.
- Reservation is viewed as a “two-way” agreement. We hold a space, which you have reserved, turning away all future requests, in return for payment of your deposit. No refunds once payment is processed. Only credit for future stays within 30 days of arrival.

(b) CHILDREN AND VISITORS:

- Visitors must comply with all Campground Rules & Regulations.
- You are responsible for the safety and conduct of your children and visiting guests.
- Children under the age of 14 must have adult supervision in all common areas.
- Children must be supervised and accompanied by a parent/guardian at all times.

(c) ALCOHOL, SMOKING, DRUGS AND FIREARMS:

- Dispose of smoking materials in proper receptacles. Do not throw them on the ground. This includes your site area.
- Smoking is prohibited in restroom facilities.
- Absolutely no discharge or use of firearms or fireworks is allowed.
- All weapons shall be kept in compliance with all applicable state and federal laws.
- No criminal or drug-related activity in or near the campground will be tolerated.

(d) PETS:

- All pets except cats must be on a leash AT ALL TIMES unless they are in a kennel, pen or run. Wildlife/farm animals are not considered pets and are not allowed.
- Pick up your pet's waste IMMEDIATELY and dispose of it properly. This includes around your site and anywhere within campground property. This is a health issue for everyone and if you do not comply you will be asked to vacate the campground.
- Management reserves the right to refuse pets based on breed/behavior.
- Animals are the exclusive responsibility of their owners. Noisy pets will not be tolerated.
- Pets may not be left outside unattended.
- BEWARE!! There are snakes in the area. Do not feed birds/wildlife. Do not leave food out for any animals.

(e) VEHICLE RULES:

- Park your vehicle in your assigned site only. Any vehicle parked in a vacant site without management approval will be charged for the space at the daily rate.
- No repairs or washing of vehicles or RVs allowed unless approved by management.
- Golf carts must be well maintained and compliant with local laws.

(f) BEHAVIOR AND NUISANCES:

- Excessive noise/nuisance created by guests/visitors will not be tolerated. An after-hour disturbance fee may be assessed for any calls received.
- Common courtesy shall prevail between all persons on campground property. Obnoxious, profane, abusive or threatening language, behavior and/or actions directed at NHOA personnel or guests, or that could adversely affect the enjoyment of other parties utilizing our facility is prohibited; anyone engaging in such activity will be required to leave the campground immediately without refund at the sole discretion of NHOA management.

Damage to Park property, including but not limited to restrooms, utilities; landscaping; vehicles; streetlights or signage is strictly prohibited. Guests will be held responsible for the repair of any damage. We reserve the right to refuse service to anyone. NHOA assumes no responsibility for fire, theft, vandalism, natural happenings, injury, accidents, or losses from any cause. NHOA is not responsible for any damage to vehicles caused by other guests/visitors. NHOA is not responsible for any personal property. NHOA reserves the right to limit the stay and number of persons per site. Willful violation of these rules will result in termination of tenancy and barring from the property. These Rules & Regulations supersede any previously written or discussed. Rules & Regulations; and rates may be changed at any time without prior notice.

Please report any problems to NHOA management immediately (940.825.3445). Please notify NHOA management of any incident or accidents as soon as possible. For emergencies dial "911".

4.2 Camping Areas

Camping is authorized only in designated camping areas. Camping units may not be used as living quarters on vacant lots unless home construction has begun. See ACH for requirements.

4.3 Camping Spaces and Fees

NHOA management schedules campground occupancy, assigns spaces by reservation and maintains campground records. Campground fees are billed according to reservation details and payable to the Association.

4.4 Camping Unit Use

Whenever an assigned numbered space is temporarily occupied by a camping unit, charges will accrue on a per night, weekly or monthly basis whether “hooked-up” or not.

4.5 Campground Fees

Members and Guests

Nightly Fee	\$20
Weekly Fee	\$130
Monthly Fee	\$525
Temporary Occupancy Agreement Weekly (3-night max occupancy)	\$75
Temporary Occupancy Agreement Monthly (15-night max occupancy)	\$250

Non-member Guests

Nightly Fee	\$30
Weekly Fee	\$180
Monthly Fee	\$575
Temporary Occupancy Agreement Weekly ((3-night max occupancy)	\$100
Temporary Occupancy Agreement Monthly (15-night max occupancy)	\$280

All occupancy requires a 25% deposit.

4.6 Trailer Storage

RV & trailer storage is allowed in designated areas adjacent to the campground.

Member Fees

Weekly	\$40
Monthly	\$75

SECTION V - PARKS & BEACHES

5.1 Use of Park and Beach

Park and beach facilities are available to members in good standing and on a “first-come, first-served” basis. Members and guests are responsible for orderly/considerate behavior and for disposing of trash. Refuse containers are available.

All pet ordinances and rules apply to parks and beaches per Section 9.

5.2 Boat Docks

(a) Lake Nocona – No dock may be constructed without approval from the City of Nocona. Such approval must be provided to the NHOA office prior to construction.

(b) Leisure Lake – Dock plans must be approved by the RCC/ACC prior to construction. Docks may not exceed 25 feet in length.

SECTION VI - RULES

6.1 Objectives

These rules are designed to produce an enjoyable and congenial atmosphere in which to enjoy Nocona Hills and its amenities. All persons on Association property are required to abide by these rules. However, these rules do not preclude the Maintenance and Security Supervisor, the Fire Chief, or any Texas Law Enforcement Officer acting in an official capacity from taking whatever action is necessary to protect life and property. The NHOA Articles of Incorporation, Restrictive Covenants and Bylaws take precedence over these Rules.

6.2 Rules Compliance Committee/Architectural Control Committee (RCC/ACC or Committee)

Association rules are administered by the Committee. The committee has the authority to govern NHOA rules and procedures and issue citations to rectify the identified violation. Any citation not rectified by the stated timeline will result in a fine. Unpaid citation fines will accrue penalties and interest until paid in full.

6.3 Meetings

The committee meets regularly to review permit requests, complaints, notify offenders of alleged violations, issue citations for any violations, and review any written citation responses from members.

6.4 Citations for Rule Violations

Citations may be issued by the RCC Chairman, or the Maintenance and Security Supervisor. In addition, any individual member or lessee who witnesses a rule violation may sign a complaint against an offender. The RCC shall have full discretion in evaluating the complaint and, when justified, issue the appropriate citation.

6.5 Time Period

Citations are issued to the responsible member, lessee, or contractor at the time the violation is observed, if practical. If the violation does not require investigation, citations will normally be mailed, or hand delivered within 72 hours.

6.6 Investigation Time Period

If an investigation is required to substantiate allegations, a period of up to 7 calendar days is provided to accomplish this task and issue a citation.

6.7 Property Damage Time Period

In instances involving damage to a member's property, Association property or assaults on Association employees while performing their duties, there is no time limit to investigate the incident and issue a citation.

6.8 Notice of Rules Violations

Once a citation has been issued, the RCC shall notify the offending member, lessee, or contractor of the nature of the alleged violation, the prescribed penalties for the violation, and the date, time and place of the violation.

6.9 Multiple Violations

If more than one rule is violated, each violation shall be made a matter of record and the offender notified accordingly.

6.10 Lessee and Contractor Violation

When a lessee or a contractor is cited for a rule violation, each violation shall be made a matter of record and the offender accordingly.

6.11 Member or Lessee Complaint

If a citation has been issued because of a complaint by a member or lessee, the complainant is required to support the complaint in writing to the Committee. If the complainant fails to provide a written statement, the citation will be voided.

6.12 Appeal

The offender may either accept the Committee decision or file a written appeal to the Board of Directors.

6.13 Appeal Procedure

Any citation upheld by the Rules Committee may be appealed to the Board of Directors. The appeal must be filed within 48 hours of receiving the decision from the RCC. The BOD will schedule a time and place to hear the appeal. The RCC may make recommendations on all cases that are appealed to the BOD.

6.14 Abeyance of Penalty

When an appeal is filed, any penalties assessed by the Committee will be held in abeyance until the BOD acts. The prescribed penalties will be assessed on the date the BOD hears the appeal if: 1) the BOD upholds the Rules Committee action, 2) the offender fails to appear before the BOD at the scheduled time, or 3) the offender does not make satisfactory arrangements for an alternate time.

6.15 BOD Authority

The BOD may nullify all or part of the Rules Committee action, but any reversal must be clearly documented, and the reasons provided to the violator and Committee. The decision of the BOD shall be final and binding on all parties.

6.16 Defending Actions

If the offender is successful in defending his actions through a written statement, the Committee will void the citation and correct the records accordingly. The Committee will clearly state the reason for voiding the citation.

6.17 Compliance with Assessed Fines and Penalties

Monetary penalties assessed to members and lessees for rule violations will be added to their Association account. All fines and penalties assessed must be paid within 30 days of assessment. All payments are to be made at the NHOA office.

Contractors who have been assessed monetary fines will make payment at the NHOA office.

6.18 Enforcement

Failure to comply with assessed penalties may result in legal action by the BOD to enforce compliance.

6.19 Penalties

The following penalties may be assessed for violations of Specific Rules. Rules are divided into two (2) categories. Each rule is preceded by asterisks, which indicate the classification of the rule violation. Violations are classified as a minor* or major**. Infractions and penalties are assessed based on the severity of the violation and frequency of occurrence.

- A **minor infraction** involves a breach of any rule, which is not classified as a serious or major infraction.
- A **major infraction** involves an actual or potential injury to persons or damage to property. Penalties for each infraction class are as follows:

* Minor Infraction

First Violation	Verbal Warning with 15 days to correct violation
Second Violation	\$50.00 fine with 45 days to correct violation
Third Violation	\$100.00 fine, monthly until corrected

** Major Infraction

First Violation	\$100.00 fine with 5 days to correct violation
Second Violation	\$200.00 fine with 5 days to correct violation
Third Violation	\$300.00 fine with 5 days to correct violation
Each Further Violation	\$500.00 fine, monthly until corrected

In addition to the Rule violations and fine amounts outlined above, the following Pet violations will apply to all Nocona Hills owners and their guests. Violations are classified as a nuisance* or vicious**. Infractions and penalties are assessed based on the severity of the violation and frequency of occurrence.

Pet Nuisance* Violation

A violation of the Property Owner Control of Pets Rule carries the following fines.

1 st offense	Verbal Warning with 15 days to correct violation
2 nd offense	\$50.00 with 30 days to correct violation
3 rd offense	\$100.00 with 30 days to correct violation

Additional offenses	\$100.00 fine, monthly until corrected
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Vicious Pet Violation**

A violation of Property Control of Vicious Animals carries the following fines. The complainant is required to submit a written complaint to the RCC. The RCC will file a report with the Montague County Sheriff's Department.

1 st offense	\$100.00 fine with 5 days to correct violation
2 nd offense	\$250.00 fine with 5 days to correct violation
3 rd offense	\$500.00 fine with 5 days to correct violation
4 th offense	\$1,000.00 fine with 5 days to correct violation
Additional offenses	\$500.00 a day until compliant

6.20 Violation Notification

All Verbal Warnings will be tracked including the date and time of the violation, the name of the RCC communicator, outline of the violation, and the Owner with whom the conversation was had.

All other violations will be communicated to the Lot Owner in writing, tracked by Lot Number and Owner. The communication will include the date and time of the violation, outline of the violation, and the name of the owner who was contacted.

6.21 Repeat Infractions

Two or more infractions of the same rule, two or more infractions in the same category, or more than one Serious, Major or Pet infraction in any combination, regardless of the rule or category, within one (1) year are considered a repeat offense.

6.22 Enforcement Authority

The Association, through its Board of Directors, shall have full and complete authority and discretion to develop and implement self-help remedies to assist in the compliance and enforcement of the Rules set forth herein. The Association shall not be required to initiate any proceeding in law or in equity against any person or persons violating or attempting to violate these Rules, whether the relief sought is an injunction, or recovery of damages, or both, or the enforcement of any fine or lien created by these Rules. In addition to the imposition of fines and suspensions, the Association shall be entitled to recover and collect all costs (including without limitation, costs of court and reasonable attorney fees) incurred by the Association. All fines prescribed by Chapter 202 of the Texas Property Code and vice versa. All unpaid amounts shall bear interest until paid at the highest permitted lawful rate.

SECTION VII – DISPUTE RESOLUTION

7.1 Disputes

An owner of property in the NHOA subdivision may bring an action against the property owners association in the justice court of a precinct in which all or part of the subdivision is located. If no remedy is available through the justice of the peace, the case shall be referred to alternative dispute resolution/ mediation.

7.2 Mediation

No Owner, Tenant or Resident shall instigate litigation against the Association without first seeking a resolution of the matter through mediation. Said Persons shall attempt to resolve any dispute amicably without the necessity of litigation. Accordingly, they agree if any dispute arises between them and the Association, that prior to the commencement of any legal action they will first use the procedures specified herein by giving written notice to the Association describing in general terms the nature of the dispute, the initiating Person's claim for relief, and identifying one or more individuals with authority to settle the dispute on the initiating Person's behalf. The Association shall have thirty (30) business days within which to designate by written notice to the initiating Person one or more individuals with authority to settle the dispute on the Association's behalf. The individuals so designated shall be known as the "Authorized Individuals." If the dispute has not been resolved within ninety (90) days from the date of their initial meeting, the parties shall cease direct negotiations and shall mediate the dispute in accordance with the procedure set out in the Association's Rules.

SECTION VIII - SPECIFIC RULES

8.1 Airport

(a) Aircraft Runway

Only RCC approved tow-vehicles are allowed on the active runway. Towed aircraft must be disconnected from the tow vehicle prior to entering the active runway.

(b) Taxi Restrictions

Aircraft are not allowed to taxi on any Nocona Hills roads. Exception: Aircraft that are hangered immediately across the street from the runway are allowed to taxi across the street at a 90-degree angle only. A permit-approved surface must be installed, at the homeowner's expense, to the feeder road from the property extending across the common area ground. Otherwise, tow-vehicles must be used to position the aircraft onto the run-up area of the airfield.

8.2 Damage to Property

No member, lessee or guest shall intentionally, knowingly, recklessly, or with or through criminal negligence cause damage to or destroy the Association or member's property. In addition to the penalties described above full restitution will be made for all damages. These penalties are in addition to any penalties that may be imposed by law should criminal charges be brought against the responsible individual(s). Any subsequent property damage by the same individual(s), regardless of the time interval, shall be brought before the BOD for action.

8.3 Interfering with Employee

No member, lessee or guest shall in any way interfere, impede, intervene, or intrude in the affairs of Association employees or agents of the Association during the performance of their duties.

Penalties for physical threat or assault are covered in penalties above. It is not the intent of this paragraph to prevent anyone from aiding or assisting an employee or agent of the Association when requested to do so. Complaints concerning the conduct or activities of employees or agents of the Association shall be written, signed by the complainant(s) and submitted to the Maintenance and Security Supervisor.

8.4 Firearms

The unlawful use of firearms within the entire Association community is prohibited unless specifically authorized by the BOD.

8.5 Use of Poisons

The use of poisons for animal control by members, lessees and guests in and around the lake or any other Association property is forbidden, unless approved in advance by the BOD.

8.6 Soliciting

Any person soliciting contrary to the provisions of Policies and Procedures above is guilty of a violation and will be removed from the premises. Further violation may result in that person or business entity being temporarily or permanently denied access to the Nocona Hills community.

8.7 Littering and Garbage

Littering is prohibited. Trash receptacles are provided in public places throughout the community for litter.

8.8 Unauthorized use of Trash Receptacles

Household garbage may not be deposited in Association containers at any time unless the container is specifically furnished for such purpose. Association trash receptacles at the boat ramp, point, campground, etc are for the use of owners and guests only while they are utilizing the amenities. If such a situation occurs, NHOA staff will notify the property owner in person, by phone, or by door hanger left at the residence. Failure to immediately remedy the situation will result in issuance of a citation.

8.9 Community Dumpster

The trash dumpster is provided by NHOA for member (property owner) use for household trash and garbage. It is placed for members' use to dispose of overflow trash from the residence ONLY.

(a) The following types of refuse are NOT to be placed in the dumpster:

- Commercial waste
- Concrete blocks or bricks
- Construction or remodeling trash
- Heavy metal objects
- Large appliances
- Mattresses
- Paint cans, unless dry to the touch
- Tires
- Wood
- Chemicals

When the dumpster reaches the top edge, it is FULL.

Do not overfill the dumpster. Do not place any trash on the ground around or near the dumpster. Please flatten all cardboard boxes.

Members are responsible for the proper use of the dumpster. Any person you allow to dump is YOUR responsibility. The dumpster is monitored by closed circuit cameras and violations will be reported to the NHOA Rules and Compliance Committee for enforcement.

8.10 Burn Pile

Garden waste: leaves (unbagged – no plastic) and branches may be deposited at the burn site next to the Leisure Lake dam near the RV park. Discarding materials onto the burn pile when it has been posted as closed may result in a \$200.00 fine for each occurrence.

Contractor construction or remodeling trash: Building Permits require on-site trash containers throughout construction. These are the property owners' responsibility for removal and disposal by an authorized trash removal company.

8.11 Dumping: No lots shall be used as a dumping ground for rubbish or trash.

8.12 Open Fires

The burning of household trash or construction debris is completely prohibited on private or community property. Burning tree limbs, brush, leaves or natural refuse must be reported to Montague County as a controlled burn as per Montague County statutes. Extreme caution of controlled burns is encouraged in appropriate weather conditions.

Outdoor recreational fires (fire pits, chimeneas, and outdoor fireplaces) and open cooking fires shall be constantly attended by a responsible adult with fire extinguishing equipment until such fire is extinguished. At no time will recreational fires or open cooking fires be allowed during Montague County burn bans.

8.13 Fireworks Prohibited

Fireworks are prohibited except for public displays approved by the Nocona Hill BOD and Nocona Hills Volunteer Fire Department.

8.14 Unauthorized Camping

All camping is restricted to NHOA Campground.

8.15 Unauthorized Use of Association Facilities

Use of Association facilities by members, lessees, and guests is limited to the designated purposes on a "first-come, first-served" basis except for campground reservations. Smoking is prohibited inside Association facilities.

8.16 Unauthorized Access

Association properties must be accessed by way of approved roadways and entrances. Any other access: e.g., "fence jumping" etc. is not permitted. Failure to obtain proper guest admittance will result in a citation being issued to the responsible member and possible trespassing reported to Montague County Sheriff's Department.

8.17 Rules and Compliance Committee Approval

The Rules and Compliance Committee must approve all exterior construction (other than repair or maintenance work) before starting. Failure to obtain a permit prior to beginning any construction or demolition is subject to a \$300 fine for New Construction or a \$150 fine for Additions or Modifications. This fine will be in addition to any costs involved in removing construction which violates any provisions of the Restrictive Covenants, Bylaws, Rules or Architectural Control Handbook. This will be added to the NHOA Lot Account Number.

8.18 Traffic, Parking and Vehicle Control

Except for golf carts and ATVs, only motor vehicles licensed by the State of Texas or legally registered in another state are allowed to operate on Association property. All Motor vehicles must be operated in accordance with current Texas traffic law. Golf carts and ATVs must yield the right-of-way to other licensed vehicles when operating on the roads.

(a) Road Vehicle Operation

Manual and motorized vehicles are not allowed on the private property of others.

(b) Traffic Control Devices

Stop signs, yield signs and all other traffic control devices installed by the Association, whether temporary or permanent in nature, must be obeyed. Although golf carts do not have the right-of-way, golf cart crossings should be approached with caution.

(c) Traffic Control Personnel Instructions

Motorists must obey the instructions of security and maintenance personnel when they are directing traffic or advising of unusual traffic or road conditions.

(d) Posted Speed Limit

The speed limit for all vehicles within the Association community is 25 mph or lower if posted or if warranted by road conditions such as traffic, weather, impediments or obstructions, repairs or construction, or anything else that would require a prudent driver to exercise caution.

(e) Reckless Driving

Vehicles must not be operated in a wanton or negligent manner which endangers the personal safety or property of others.

(f) Overnight Parking and Location

Motor homes, trucks (over one ton), campers and trailers may not be parked overnight on parking lots, parks, beaches or vacant lots.

Vehicles, including autos, trucks, truck tractors, boats, buses, camper trailers, motor homes, trailers, or other similar vehicles of any type may be parked overnight only on the owner's property and not on other private property or NHOA property and shall not encroach on any portion of a roadway, right

of way, parkway or over bar ditches whether parked in the driveway or any other area of the lot, and shall not block or impede access to a mailbox.

(g) Obstruction of Roadway

Any commercial vehicle which is parked in such a manner as to encroach on the roadway shall be suitably marked with red or fluorescent orange traffic cones or other devices placed approximately 20 feet in front of and 20 feet behind such vehicle in order to warn other vehicles of its parked status.

(h) Parking On the Roadway

Vehicles may be parked on the roadway in the direction of travel as long as the visibility of oncoming traffic is such as to allow for the safe passage of vehicles travelling in the same direction as the parked vehicle.

(i) Motor Vehicles Registration

Motor Vehicles which do not have a current state license registration will not be allowed to enter the premises nor be parked or stored outside on private or community property.

8.19 Residential Use of Vehicle by Member

No vehicle may be used as a residence except by an owner member and then only when the unit is parked at a designated camping area.

8.20 Residential Use of Vehicle by Guest

Guests in such a vehicle may remain overnight for prolonged periods only if the vehicle is parked at the campground or for not more than five (5) consecutive nights on the lot where the member or lessee occupies a home.

8.21 Number of Guest Vehicles

At any given time, no more than one guest travel trailer, camper, or motor home may be parked on the lot where a member or lessee occupies a home.

8.22 Truck Tractor

(a) Defined

Tractor Trailer means a transport vehicle consisting of a semi-tractor and attached trailer.

(b) Approval Required

Tractor Trailers owned by members or guests are not allowed entrance without written approval of the Maintenance and/or Security Supervisor for extended periods of parking.

(c) Tractor Parking

Parking for any extended period is not allowed unless the parking is “tractor” only and the tractor is parked in member’s established driveway.

8.23 Guests

(a) Use of Facilities

Grandparents, parents, non-dependent children and grandchildren who are guests of members or lessees may use all Association facilities without being accompanied by a member or lessee. All other guests may use the facilities only when accompanied by a member or lessee.

(b) Responsibility

The member or lessee who invited the guest shall be responsible if the guest violates a rule.

(c) Admission

Guests may not authorize the admission of other guests nor authorize other guests to use Association facilities.

8.24 Private Property

(a) Use of Property

No noxious or offensive trade or activity is allowed. Garage and/or yard sales that cause an increase in traffic are permitted with caution in blocking or prohibiting traffic flow. Prior notice is required from the NHOA Office prior to such sales.

(b) Nuisance Activities

No activity shall be allowed nor shall anything be done that shall be an annoyance or nuisance to the NHOA community.

(c) Unimproved Lot Condition

Vacant lots may not be used for storage unless approved by NHOA management. The accumulation of rubbish, fallen trees, etc. is not allowed. Grass on unimproved lots must be kept below 15 inches 10 feet from the roadway.

(d) Unimproved Property for Sale

Property owners or realtors may post unimproved property for sale as follows:

- (1) Notice of property for sale must be provided to the NHOA Office
- (2) Property will be cleared
- (3) Property will be maintained
- (4) Property boundaries must be marked
- (5) Signage will be professional/factory made
- (6) Signage will meet the ACH requirements and be approved by the Rules and Compliance Committee. The visual accumulation of rubbish, inoperative vehicles and trailers, unused building materials, etc. Will not be prohibited.

(e) Improved Lot Condition

All residences, outbuildings and docks must be kept in a tidy manner. Grass on improved lots should be mowed regularly as to maintain aesthetic appeal of the neighborhood. Grass must be kept below 15 inches.

The accumulation of rubbish, inoperative vehicles and trailers, unused building materials, etc. will not be allowed.

8.25 Trash and Refuse

Trash and refuse, including but not limited to, household trash, debris, grass cuttings, trimmings, branches, etc. may not be placed at the street side pickup area before sunrise of the day before scheduled pickup. Trash and rubbish as defined above must be bagged, bundled, or in containers approved by the refuse company. No property owner shall cause or allow household garbage, trash or other unused items to be loose or strewn on or off their property at any time regardless of the reason. Refuse containers must be removed from the street-side pickup area.

SECTION IX - ANIMALS & PETS

9.1 Property Owner Control of Pets

No animals shall be kept that are deemed an annoyance or nuisance to the subdivision. One must be in control of one's animals at all times.

Unconfined pets will be treated as strays, picked up if possible and impounded with Lucky Paws Animal Shelter. Animals which cannot be identified will be treated as strays. Owners of identifiable unconfined pets will be notified to pick up the pet, cited for violating this rule, and charged for any expenses.

***Note – Outdoor cats are required to be spayed or neutered*

Small farm animals such as chickens, goats, pigs, etc. that are already on property and located on a residence that is less than the required five (5) acres, will be grandfathered into the applicable rules until such time as the animal ceases to reside in Nocona Hills. As of the date of approval for the Policies and Procedures document, no additional farm animals are allowed. This includes the replacement of a small farm animal.

9.2 Vaccinations

Pets must have a current rabies vaccination tag on their collars.

9.3 Vicious Animal

A vicious animal is defined as any animal that attacks or charges at or that is known to have attacked or charged at an individual or another pet without provocation. It is a major violation if such an animal is loose and attacks/charges or threatens to attack/charge an individual or other animal.

9.4 Control of Vicious Animals

Pursuant to Texas Health and Safety Code, Section 822, all vicious animal as defined in above must be kept in a fenced area or structure that is locked; capable of preventing the escape of the animal; preventing entry by the general public and clearly marked as containing a vicious animal. Any property owner or lessee that allows a vicious animal to escape its enclosure or run loose is subject to NHOA penalties in addition to any Texas criminal penalty issued by Montague County officials.

9.5 Pets at Community Functions

Unless specifically authorized, pets are not allowed at any Association sponsored community function.

9.6 Pet Cleanup

Owners are responsible for cleaning up all pet waste and litter.

9.7 Pet Nuisance

Owners are responsible to ensure their pets are not an annoyance or nuisance to the neighborhood.

SECTION X - DISTURBING THE PEACE AND DISORDERLY CONDUCT

10.1 Noise

Any activity, such as loud or offensive noises, boisterous or raucous conversation, or offensive music that disturbs the peace and serenity of the community is prohibited. Customary construction or maintenance noises are permitted during daylight hours, normally 7:00 AM to sunset.

10.2 Offensive Language or Conduct

Abusive, indecent, profane, or vulgar language or conduct which tends to incite a breach of the peace is prohibited.

10.3 Physical Abuse

Physically abusing or threatening to abuse another person is prohibited.

10.4 Public Intoxication

The use of community property (including roads) by anyone who appears to be intoxicated or under the influence of drugs is prohibited. Entry gate personnel or NHOA staff are authorized to notify NHOA Maintenance and Security Supervisor or call Montague County Sheriff's Department about anyone who appears intoxicated or under the influence of drugs.

10.5 Underage Drinking

The use or possession of alcohol by a minor, not under direct supervision of a parent or legal guardian, on Association common access areas or Association properties is not permitted and is in violation of the Texas Alcohol Beverage Code.