



Dear Westbury Gardens Homeowner,

The staff at Genesis Community Management would like to congratulate you on the purchase of your new home! As the management company of your homeowners association, we are here to assist you and respond to any questions or concerns you may have about your property.

Enclosed, you will find important information pertaining to your community and surrounding areas, including:

- Useful Information Sheet
- Association vs. Owner Responsibility Chart
- Rules & Regulations
- Certificate of Compliance
- Genesis Website Information
- ACC Application
- Automatic Bank Draft Application
- Information Update Form **Please complete and return**

Please review and if you have any questions, do not hesitate to contact our office.

We look forward to serving you!

Sincerely,

The Staff at Genesis Community Management

Westbury Gardens Responsibility Chart

Category	Assoc. Owner Notes	
Exterior Structure	<input type="checkbox"/>	<input type="checkbox"/>
Wood Surfaces	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Brick Surfaces	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Roofs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Windows	<input type="checkbox"/>	<input type="checkbox"/>
Glass	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Screens	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Doors (Replacement)	<input type="checkbox"/>	<input type="checkbox"/>
All Keys, Locks & Hardware	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Front Door	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Back Door	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Weatherstripping	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Foundation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fences	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gutters & Downspouts	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Patio/Balcony	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mailboxes	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Keys & Locks	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Interior Structure	<input type="checkbox"/>	<input type="checkbox"/>
Sheetrock	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wallpaper	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Carpet	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Flooring	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Appliances	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Electrical	<input type="checkbox"/>	<input type="checkbox"/>
Common Area Lighting	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Circuit Breakers & Panels	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Main Breakers	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Interior Wiring	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Plugs, Switches & Fixtures	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Plumbing	<input type="checkbox"/>	<input type="checkbox"/>
Inside Unit	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Commode Repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Air Conditioning & Heating	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Condensing Unit	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Utilities	<input type="checkbox"/>	<input type="checkbox"/>
Common Area Water & Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Common Area Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Unit Electricity	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Landscaping	<input type="checkbox"/>	<input type="checkbox"/>
Common Areas	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Inside Patios	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Common Area Tree Trimming	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Patio Tree Trimming	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cable TV	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exterminating	<input type="checkbox"/>	<input type="checkbox"/>
Exterior Subterranean Termites	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Westbury Gardens Responsibility Chart

Category	Assoc. Owner Notes	
Exterior Drywood Termites	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exterior Ants	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Interior Subterranean Termites	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Interior Drywood Termites	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Interior Ants & Roaches	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Insurance	<input type="checkbox"/>	<input type="checkbox"/>
Structure (Hazard Insurance)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Contents	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Flood	<input checked="" type="checkbox"/>	<input type="checkbox"/>

This Responsibility Chart is intended to be a general guideline. Specific responsibilities are outlined in the Association's governing documents. In the event of a conflict, the governing documents take precedence over this chart.

WESTBURY GARDENS HOMEOWNERS ASSOCIATION, INC.

RULES & REGULATIONS

Dated July 17, 1995

The following pages constitute the rules and regulations of Westbury Gardens Homeowners Association, Inc., the governing body of Westbury Gardens, a condominium regime, established by that certain Condominium Declaration for Westbury Gardens filed for record in the Harris County Condominium Records at Volume 50, Page 147 as amended and supplemented (the "Declaration"). These rules and regulations have been promulgated by the Board of Directors of Westbury Gardens Homeowners Association, Inc. pursuant to authority granted under the Texas Condominium Act, as amended and supplemented, (the "Act"), the Declaration and the Bylaws of Westbury Gardens Homeowners Association, Inc. (the "Bylaws").

AFTER RECORDING RETURN TO:

Ernest M. Artiz, P. C.
2525 South Shore Blvd., Suite 209
League City, Texas 77573
Off (713) 334-6380
Fax (713) 334-6940

Filed 11-30-1995
Filed Under R685668

**WESTBURY GARDENS HOMEOWNERS
ASSOCIATION, INC.**

RULES AND REGULATIONS

I. PREFACE.

1.01. These Rules and Regulations are in no way intended to limit or supersede the Declaration, the Bylaws or any exhibits attached thereto. In the event there is a conflict between these Rules and Regulations and the Act, the Declaration or the Bylaws, then the provisions of them shall take precedence over these Rules and Regulations in the following order of priority: (1) the Act; (2) the Declaration; and (3) the Bylaws. To the extent there exists such a conflict then such provision(s) of these Rules and Regulations shall be interpreted in such a manner so as to comply with those provisions while giving the maximum effect to these Rules and Regulations. In the event any provision of these Rules and Regulations shall not be construable so as to avoid a conflict with them then such provision shall be excised. In the event any provision of these Rules and Regulations shall be invalid or unenforceable, such provision shall be deemed modified in scope or application to the extent necessary to render the same valid and enforceable or shall be excised from these Rules and Regulations as the situation may require, and these Rules and Regulations shall be construed and enforced as if such provision had been included herein as so modified in scope or application or as if such provision had not been included herein.

II. DEFINITIONS.

2.01. All capitalized terms used herein, except where otherwise specifically provided herein or the context requires otherwise, have the same meaning as that term is defined in the Declaration.

III. GENERAL PROVISIONS.

3.01. Each Owner and resident shall keep and maintain the windows and interior of their Unit in a good condition and repair. All windows forming part of the perimeter wall of a Unit shall be kept clean and washed by the Owner.

3.02. No rugs, garments, laundry or otherwise unsightly items shall be permitted to extend from or be placed outside of a Unit or its windows, patio or balcony.

3.03. Owners or residents may place such furniture and other decorative items upon patios and balconies so long as they do not detract from the general appearance of the condominium project when viewed from the Common Elements or Limited Common Elements and any plants placed upon any balcony ledge or railing shall be secured in such a manner that it is completely restrained from falling under any circumstance.

3.04. No Unit shall have a window fan or air conditioner.

3.05. No garage sale or similar sale shall be held anywhere upon the condominium project.

3.06. No aluminum foil or similar reflective material may be used or placed over windows or doors of any Unit.

3.07. It is prohibited to dust rugs or other materials from windows, or to clean rugs by beating on the exterior part of the buildings; nor may dust, trash, or garbage be thrown out of windows, patios or balconies of Units.

3.08. No Owner or resident shall install wiring for electrical or telephone installation, radio or television antenna, machines, plumbing or heating and cooling systems or other devices whatsoever on the exterior of the buildings in the condominium project or that protrudes through the walls or out of the windows of a Unit or on the roof of the buildings in the condominium project, without receiving the prior express written consent of the Association.

3.09. No Owner or resident shall make any alteration, modification or improvement or add any awnings, patio covers, or other similar devices to the Common Elements or the Limited Common Elements nor shall he remove or add to the planting, structure, furnishings or other equipment or object, without receiving the prior express written consent of the Association.

3.10. No drilling, digging, quarrying or mining operation of any sort shall be permitted on the condominium project without the prior express written consent of the Association.

3.11. Every Owner or resident shall be solely and exclusively responsible for providing, at their sole cost and expense, any and all liability for insurance, theft, personal property damage, liability for acts occurring within or about the Unit.

3.12. No Owner or resident shall barbecue or otherwise cook food within ten (10) feet of any building located within the condominium project. All barbecue cookers and related equipment shall be stored wholly within the Owner's Unit or Unit's storage facility in such fashion or manner as to conceal it from public view from the general and limited common elements.

IV. MAINTENANCE AND REPAIR.

4.01. Every Owner must perform promptly, at his sole expense, all maintenance and repair work within his Unit. In addition thereto, each Owner shall cause the following routine maintenance to be performed to his Unit and file with the Association proof of its performance which can include the invoice and canceled check for payment for services, a certificate signed by a licensed contractor reflecting completion of any required inspection and completion of any noted required work, or such other proof as may be

required from time to time by the Board of Directors:

A. At least every six months, an inspection of the plumbing fixtures of the Unit, including the toilet, all faucets, the washer connections and all drains and the repair of any item noted in such inspection.

B. Every twelve calendar months, an inspection of the air conditioning and heating systems of the Unit and the repair of any item noted in such inspection.

4.02. All repairs to internal installations of the Unit such as telephone, heating and cooling systems, sanitary installations, doors, windows, glass, electrical fixtures, patio and Unit entry lights, mailbox and all other accessories, equipment and fixtures belonging to the Unit shall be performed at the Owner's sole cost and expense by a qualified person and where required by law, a licensed contractor.

4.03. No waste or damage shall be committed in or upon the Common Elements or Limited Common Elements. Owners will be held responsible for any waste or damage resulting from the deliberate, negligent or accidental actions of the Owner, his agents, servants, tenants, family members, guests or licensees. The Owner shall be obligated to reimburse the Association, upon demand, which shall include a statement for any expenditures incurred by the Association for repairs or replacement occasioned by any such damage.

V. USE OF UNIT.

5.01. All Units shall be utilized for single family residential purposes only.

5.02. No Owner shall make any structural modification or alteration to his Unit or installations located therein without previously receiving express written approval from the Association, which may be unreasonably withheld.

5.03. Nothing may be done in any Unit, nor may same be occupied or used for any purpose, nor may any commodity, product or personal property be kept therein which may cause such improvements to be uninsurable against loss by fire or perils under the State of Texas Insurance Commission rules, regulations or decisions, or which may cause any policy covering all or any portion of the condominium project, including any other Unit, to be canceled or suspended by the issuing company or its agent.

5.04. No one bedroom Unit may be occupied by more than two residents. No two bedroom Unit may be occupied by more than four residents. No three bedroom Unit may be occupied by more than five residents. For purposes of this Section, occupancy shall mean for a period of five (5) or more consecutive days.

VI. RIGHT OF ENTRY.

6.01. All Owners shall grant a right of entry to the Association, exercisable by and

through its Board of Directors, officers, the Management Company or other agent, in case of any emergency originating in, or threatening their Unit, whether the Owner is present or not. In the event the Owner shall not have made arrangements with the Association, as required by the Association in its sole discretion, in advance, then the Owner and the Unit shall be responsible for any and all expenses and damage incurred in connection with and/or occasioned by the exercise of the Association's exercise of its rights hereunder.

6.02. All Owners shall grant a right of entry to the Association, exercisable by and through its Board of Directors, officers, the Management Company or other agent, when requested by the Association, to enter their Unit for the purpose of performing installation, alterations, or repairs to the Common Elements, Limited Common Elements or the mechanical, plumbing or electrical services of the Unit, provided that requests for entry are made in advance and that entry is done during regular business hours. Without limiting Section 6.01, in case of an emergency, such right shall be immediate.

VII. RENTING.

7.01. Before an Owner shall rent his Unit, he shall do all of the following in order to get his tenant recognized and authorized ("Recognized Tenant");

A. Give the Association written notice of his intent to rent the Unit prior to the consummation of any lease or tenancy.

B. File with Creative Property Management Company, 8323 Southwest Freeway, Suite 330, Houston, Texas 77074 or the management company engaged at such time by the Association (the "Management Company") the Renter Information Form, attached hereto as Exhibit "A" at least ten (10) days in advance of consummating any lease or tenancy. The Renter Information Form must be completed in its entirety and signed by the Owner.

C. Obtain the tenant's execution of the Tenant Acknowledgment of Condominium Documents Form attached hereto as Exhibit "B", acknowledging receipt, reading and understanding these Rules and Regulations. The Tenant Acknowledgment of Condominium Documents Form must be executed by the Tenant.

D. Enter into a written lease agreement (the "Lease") with the tenant containing the absolute unconditional obligation of the tenant to be bound by, comply with and follow these Rules and Regulations and any decision of the Board of Directors of the Association.

E. File a copy of the duly executed Tenant Acknowledgment of Condominium Documents Form and the Lease at least three (3) days prior to the tenant's taking possession of the Unit.

F. Advise the Association promptly of the renewal, cancellation or modification of the Lease and file a copy of any renewal, modification or extension at least three (3) days prior to consummating such renewal, modification or extension.

7.02. The Owner shall give the Association at least ten (10) days' written notice of the tenant's intention to move prior to any move-out.

7.03. In addition to any other remedy available to the Association, including any fine or penalty, a tenant of an Owner shall not be entitled to any of the rights, benefits, uses or other privileges associated with occupancy of a Unit within the condominium project, including, but not limited to use of the Common Elements (including the swimming pool, tennis courts, cable t.v. provided at Association expense and any other amenity) unless such tenant shall be a Recognized Tenant.

7.04. Owners and residents are solely responsible for their guests and visitors. Accordingly, any damages or fines imposed as a result of any Owner's or resident's lessee, agent, guest, invitee or licensee's action(s) will be billed to the Owner of the Unit and when not timely paid will be charged as a lien against the Unit. In addition to any other remedy available to the Association, any tenant of an Owner that becomes a nuisance or violates the Act, the Declaration or the Bylaws, shall be subject to eviction proceedings by the Association, with or without notice to the Owner.

7.05. The Association can, in its sole discretion, may require any Owner to furnish a cash bond or other security in connection with the leasing or occupancy of the Unit and the Owner's tenant's move-in and or move-out.

7.06. Owners are responsible for having on file with the Association the correct name of each and every occupant of the Unit, their current phone number and the name, address and phone number of a person to contact in the event of an emergency.

7.07. No Owner shall rent or lease their Unit for less than six (6) calendar months or at a rate less than seventy-five percent (75%) of the local area market rate.

7.08. No Owner shall rent or lease their Unit to more than two (2) unrelated persons.

VIII. SWIMMING POOL FACILITIES.

8.01. The Association shall not be responsible for or liable for any and all claims or damages arising out of or attributable to any deliberate or negligent acts caused by any Owner, his guest, family, agent, lessee, invitee or licensee.

8.02. Children under sixteen (16) years of age are expressly prohibited from use of the swimming facilities at all times unless supervised by their parent or legal guardian or the parent of another child with whom they are jointly using the swimming facilities.

8.03. Without the prior express written approval of the Association and the posting of a security deposit, in such amount and upon such terms as the Association shall in its sole discretion decide, not more than two (2) guests shall accompany an Owner or Recognized Tenant when using the swimming facilities. More than two (2) guests shall constitute a "Party".

8.04. Owners must be current in their maintenance assessments and not have any unresolved violations of these rules and regulations in order to use the swimming pool facilities.

8.05. Owners and residents at all times must have with them their pool key and badge(s) in order to use the swimming pool facilities. The Association's on-site patrol and pool monitor will deny access to and escort out of the swimming pool facilities any person violating this rule.

8.06. Owners and residents shall at all times be held accountable for and liable for any and all claims arising out of any loud, foul or obnoxious behavior, and any use of loud or objectionable noises or devices, radios or other type of sound device.

8.07. Pets are prohibited from the swimming pool facilities and area. See Section X for further rules regarding pets.

8.08. Pool hours are as follows. There shall be no exceptions without the prior express written approval of the Association.

Monday - Sunday

6:30 a.m. - 10:00 p.m.

8.09. No one shall use the swimming pool facilities during servicing.

8.10. Owners, residents and their guests shall be responsible for following the below listed guidelines, along with any listed at the swimming pool facility area, during the use of the swimming pool facilities:

A. Glassware of any kind is expressly prohibited. Only unbreakable containers are allowed in the swimming pool area.

B. Removal of all items, trash and paraphernalia shall be removed and placed in a proper refuse receptacle.

C. Proper swimming attire shall be worn at all times.

D. No person shall enter the swimming pool who has excessive sunburn, a communicable disease, nasal or ear discharge, an open sore(s) or cut(s), eye inflammation or discharge, or any questionable or unsanitary condition.

E. No bicycles, large toys, roller skates, skate boards, wheeled vehicles

(except where necessary for handicapped persons as defined by federal law) or any equipment or device not specifically designed for use while swimming shall be permitted in the swimming pool facility area.

F. No urinating, defecating, spitting or polluting of the pool water or swimming pool facilities. No child shall enter the swimming pool while wearing a disposable diaper.

G. All metal, glass or possible dangerous materials, including all 110 volt appliances, are prohibited from the swimming pool facility area.

H. No alcohol shall be brought in or upon the swimming pool facility area.

I. **THE GATES TO THE SWIMMING POOL FACILITY MUST BE KEPT CLOSED AND LOCKED AT ALL TIMES. IT IS A VIOLATION OF CITY OF HOUSTON ORDINANCES TO LEAVE THE GATE OPEN FOR ANY REASON.**

J. No barbecuing shall be allowed except in the grass areas.

8.11. The swimming pool facilities are for the exclusive and private use of the Owners, Recognized Tenants and their guests only. All violators will be prosecuted for trespass and any other violation and are subject to being removed by police authorities.

8.12. The Association shall be held harmless from any damage or claim arising out or attributable to a violation of these swimming pool facility rules by the violator.

8.13. No Owner or resident shall provide or assist any Owner, resident or other person who is not authorized to use the swimming pool facilities to use them.

IX. NOISE.

9.01. No Owner, resident or their guest, agent, lessee, licensee or invitee shall make or permit to be made any loud or objectionable noise or cause any instrument or device to emit or make a disturbance of the peaceful and quiet enjoyment by other Owners, residents, their guests, agents, lessees, licensees or invitees of their Units and the Common Elements or Limited Common Elements.

9.02. No nuisance or illegal activity shall be committed or be permitted to occur in any Unit or upon any part of the Common Elements or Limited Common Elements.

X. PETS.

10.01. All pets must have the prior express written approval of, and be registered with the Association.

10.02. Approval for purposes of Section 10.01 shall be on such terms and conditions as determined by the Association and in no event will be granted for more than two (2) four legged animals.

10.03. No pet may be kept on the condominium project which results in any annoyance or is obnoxious to other Owners or residents. Interference with another Owner's or resident's sleep shall automatically constitute an annoyance and be deemed obnoxious.

10.04. Dogs must be leashed at all times while on the Common Elements. Any unleashed dog shall be subject to removal by the Association by any means available, including local municipal authorities and force.

10.05. Owners shall not allow their pets to defecate on the Common Elements. Any droppings shall be promptly removed by the Owner and disposed of in a safe and sanitary manner. Any Owner or resident seeing a violation of this rule may report same to the Association who shall have the authority to have such violation abated and corrected at the cost and expense of the violator. Owners shall not allow their pets to defecate on the patios of their Unit.

10.06. No Owner shall keep or breed animals for commercial purposes within any Unit or on the condominium project.

10.07. Owners and residents shall be responsible for and liable for any and all damages or claims arising out of or attributable to any deliberate or negligent violations of this Section of these Rules and Regulations.

10.08. Pets shall not be allowed access to the Common Elements or Limited Common Elements without supervision.

10.09. No food or water shall be placed outside of a Unit for purposes of feeding or watering any animal.

10.10. All pets shall be tagged with the name of its owner, address, telephone number and date of most recent rabies vaccination while in or upon any Common Element. Any pet not so tagged may be conclusively presumed to be rabid and disposed of as deemed appropriate by the Association, in its sole discretion.

10.11. No pets shall be housed on the patio of any Unit.

XI. COMMON ELEMENTS.

11.01. The driveways and sidewalks are intended for the purpose of affording vehicular and pedestrian movement within the condominium project and of providing access to the Units. The general grounds located within the condominium project is intended for the purpose of providing beautification of the condominium project and for providing privacy for the Owners and residents. No part of the Common Elements may be

obstructed so as to interfere with its use and purpose.

11.02. No part of the Common Elements shall be used for general storage purposes, nor shall anything be done in any manner which may increase the rate of hazard or liability insurance covering said area.

11.03. No bicycles, large toys, roller skates, skate boards or wheeled vehicles (except where necessary for handicapped persons as defined by federal law) shall be permitted in the Common Elements, except for the public sidewalks along Arboles Drive and Chimney Rock street.

XII. POSTING OF SIGNS.

12.01. No advertisement, poster, or sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements without the prior express written consent of the Association. This includes "for sale" and "for lease" signs, except that one "for sale" or "for lease" sign not exceeding five square feet may be displayed in one window of each Unit.

XIII. PARKING/VEHICLES.

13.01. Owners and residents shall park their vehicles only in the parking spaces assigned to their respective Unit by the Association or as provided in the Declaration. To the extent the Declaration does not provide, the Association may amend from time to time the assigned space of any Unit. All guests, invitees and licensees shall park only in the spaces designated for "visitors".

13.02. There shall be no parking in the fire lanes or adjacent to any garbage dumpster area or in any area specifically designated "no parking".

13.03. It is expressly prohibited to park boats, buses, campers, trailers, recreational vehicles, semi-trucks and trailers, moving vans and construction vehicles in the parking areas of the condominium project.

13.04. All vehicles shall observe the posted speed limit within the condominium project. Unless otherwise posted, the posted speed limit is Ten (10) miles per hour.

13.05. All vehicles shall be kept in a currently operable condition. It shall be conclusively presumed that a vehicle which has flat tires, expired registration stickers or expired inspection stickers are not in a currently operable condition and will be towed by the Association at the Owner or resident's sole cost and expense.

13.06. No motorized vehicle shall be operated or placed upon any sidewalk or other portion of the Common Elements other than driveways and parking spaces.

13.07. No maintenance of vehicles shall be performed within the condominium project

except for routine maintenance, including adding fluids, changing fluids, changing tires, washing and waxing. Allowed maintenance shall be performed solely in the Owner's or residents proper parking space.

XIV. ASSESSMENTS.

14.01. Any assessment not paid by the fifteenth day of the month in which it is due shall bear a late charge of \$5.00 plus interest at the rate of ten percent (10%) per annum pursuant to the Declaration. In addition, the Owner's or resident's access and use of certain Common Elements will be denied. The Owner will not be authorized to vote any meeting of the Owners at which a vote is taken.

14.02. All amounts paid to the Association will be applied first to any costs or expenses incurred, second to pay any fines or late charges, third to pay any interest which has accrued, fourth to pay damages, fifth to pay assessments, paying the oldest ones first and progressing to the present until all of said assessments are paid in full. Each application will be made at the time of receipt of payment.

14.03. The acceptance of partial payment, either during the pendency of legal proceedings or foreclosure proceedings or not, shall not constitute a waiver or estoppel of the Association to enforce all of its rights so long as the Owner receives credit for the full amount paid. No agreement to refrain, settle or compromise any dispute concerning assessments shall be valid unless same shall be reduced to writing and signed by an authorized agent on behalf of the Association. For such purposes, the Management Company and the Association's attorney representing it in such matter shall be deemed to be authorized agents.

XV. GARBAGE.

15.01. All garbage shall be placed in plastic or trash compactor bags and closed and tied before depositing in the trash bins.

15.02. Trash shall only be disposed of in the authorized trash bins. It is prohibited to deposit trash in any other location.

XVI. REMEDIES.

16.01. Enforcement of these Rules and Regulations may include any and all of the following methods:

A. A warning letter requesting that the Owner or resident comply with these Rules and Regulations.

B. An assessment or fine against the Owner and the Unit for:

(1) A continued violation of these Rules and Regulations in an amount

determined by the Board of Directors of the Association after notice and an opportunity for hearing for the Owner before the Board of Directors of the Association; and

(2) Damages caused by the Owner, his agent, lessee, resident, invitee, pet or licensee. In the event the Owner fails to pay such assessment, foreclosure of the Association's lien upon the Unit. The Association shall have the right to recover all attorneys' fees and costs in addition thereto.

C. Call the local authorities to remove or abate any loud or obnoxious behavior. In addition, report such behavior which occurs between the hours of 10:00 p.m. and 7:00 a.m. to the City of Houston Health Department. Pursuant to Section 29-3 of the Code of Ordinances of the City of Houston, it is unlawful to operate a radio, television set, musical instrument, or tape player in such manner as to disturb the peace of the neighbors. Each violation thereof is punishable by a fine of up to \$200 per offense with each day of violation constituting a separate offense.

D. Initiate a lawsuit for the recovery of damages, specific performance or injunctive relief or any other remedy available at law or in equity to stop violations of or seek damages for any abridgment of these Rules and Regulations, including all expenses incurred in connection with such action, attorneys' fees and interest.

E. Pet violations will be disposed of either by having the City Pound remove the violating animal or taking whatever action is necessary to remove such animal.

F. Towing of improperly parked vehicles.

H. Otherwise correct any inappropriate conduct, if possible, and charge all expenses incurred in connection with such corrective action to the Owner.

I. Enter a Unit or any portion thereof which or as to which a violation exists, and summarily abate and remove, at the Owner's or resident's sole cost and expense, any structure, thing or condition that may exist thereon contrary to the Act, the Declaration, the Bylaws and/or these Rules and Regulations.

XVII. MISCELLANEOUS.

17.01. Any of the foregoing Rules and Regulations adopted by the Board of Directors of the Association may be amended or rescinded by a majority vote of the Owners at any meeting properly called for that purpose provided such change does not conflict with the Declaration or the Bylaws of the Association.

EXHIBIT A

COMMUNITY NAME: _____

PLEASE PRINT

UNIT # _____

INFORMATION SHEET

I. OWNER INFORMATION: Is unit owner residing in unit? _____

Owner's Name: _____ Spouse: _____

Owner S.S.#: _____ Spouse S.S.#: _____

Owner's Drivers License # and State: _____

Spouse's Drivers License # and State: _____

Mailing Address: _____

Home Phone: (____) _____ Work (____) _____

II. RESIDENT INFORMATION:

Resident #1 - Name: _____ Age: _____

Resident #2 - Name: _____ Age: _____

Resident #3 - Name: _____ Age: _____

Resident #4 - Name: _____ Age: _____

III. EMERGENCY CONTACT:

Name: _____

Address: _____

Day Phone (____) _____ Night Phone (____) _____

IV. VEHICLE INFORMATION:

Make: _____ Model: _____ Tag #: _____ State: _____

Make: _____ Model: _____ Tag #: _____ State: _____

Make: _____ Model: _____ Tag #: _____ State: _____

Gate Card Numbers: _____, _____, _____, _____

V. PETS:

Living in unit? ___ Yes ___ No Type: _____ Number: _____

VI. TENANT INFORMATION: (If applicable)

Name: _____

Day Phone: (____) _____ Night Phone: (____) _____

VII. MORTGAGE COMPANY: _____ Loan #: _____

VIII. INSURANCE INFORMATION:

Carrier: _____ Policy #: _____ Exp. Date: _____

IX. OTHER INFORMATION THAT MIGHT BE HELPFUL: _____

DATE: _____ SIGNATURE: _____

PLEASE RETURN TO CREATIVE PROPERTY MANAGEMENT WITH YOUR NEXT MAINTENANCE PAYMENT.

NOTE* ANY HOMEOWNER LEASING HIS/HER UNIT IS REQUIRED TO FILE A COPY OF THE LEASE AGREEMENT WITH THE MANAGEMENT COMPANY PRIOR TO TENANT MOVE-IN.

EXHIBIT "B"

TENANT ACKNOWLEDGMENT OF CONDOMINIUM DOCUMENTS

 (Tenant Name)
 (Unit Address)
Houston, Texas 77035

I (Tenant Name) do hereby acknowledge receipt of the following documents from (Unit Owner) on this day:

1. Condominium Declaration for Westbury Gardens filed for record in the Harris County Condominium Records at Volume 50, Page 14.
2. Bylaws of Westbury Gardens Homeowners Association, Inc.
3. Westbury Gardens Homeowners Association, Inc. Rules and Regulations dated August, 1995.

DATED: _____

 (Tenant Name)

Witnessed by:

 (Unit Owner)

Westbury Gardens Owners' Association, Inc.

CERTIFICATE OF COMPLIANCE WITH OWNER'S RENTAL GUIDELINES

[To be filled out by each owner renting a unit]

Owner: _____ Unit # _____

Renter(s): _____

Authorized Occupant(s): _____

The owner identified above hereby certifies that he/she has complied with the following Owner's Rental Guidelines adopted by the Association:

1. _____ Criminal history check (nation-wide, not just for state, county, or municipal locales) showing that no renter or occupant has been convicted of a felony.
2. _____ Written inquiry by owner of each renter and occupant whether the renter or occupant has been convicted of a felony.
3. _____ Reference check showing that no renter or occupant has been previously evicted for non-monetary reasons.
4. _____ Reference check showing that each renter and occupant has an acceptable prior rental history, in the owner's reasonable discretion.
5. _____ Copy of the renter's lease agreement has been filed with the management office.
6. _____ Copy of the Association's Rules and Regulations has been provided to the renter, and the renter has agreed, either through the renter's lease or other rental documents on file with the management office, to comply with same.

EXECUTED on the _____ day of _____, 20____.

Owner's or Owner's Representative Signature & Printed Name

_____ / _____



Genesis Website Information **www.GenesisCommunity.com**

The Genesis website will give you access to many different services, such as the availability to:

- Make an online maintenance fee payment, using your bank account
- View your current account balance and invoice
- View your detailed account history, showing all charges and credits
- View your Association's legal documents
- Update your contact information (mailing address, email address, phone numbers)
- Sign up for paper-free invoices

To register your account for the first time:

1. Go to www.GenesisCommunity.com
2. Click "join" in the upper right hand corner of the homepage
3. Enter your registration code (found on your invoice or you may request from Genesis)
4. Enter a username of your choice
5. Enter a valid email address and a password will automatically be emailed to you
6. Once you receive the password you may log in to your account

If you have any questions, please feel free to contact Genesis at 713-953-0808.



Architectural Control Committee Application

The Architectural Control Committee (ACC) is charged with the responsibility of protecting the integrity of the Association in accordance with the provision of the Deed Restrictions. Before any structure, addition, improvement or alteration of any nature is erected on the exterior of any unit; the construction plans and specifications must be submitted in writing and approved by the ACC. It may take up to 30 days to review and approve/deny your request.

It is prudent to obtain ACC approval before scheduling your improvements and obtaining any city permits. If improvements are made and your application is denied, you will be asked to remove them immediately.

Homeowner Information	
Association Name:	
Property Address:	
Owner's Name:	
Phone Number:	
Email Address:	
Improvement Specifications	
1. Type of Improvement:	
2. Location of Improvement:	
3. Materials Used:	
4. Contractor Name:	Start Date:
Contractor Phone Number:	Completion Date:

Instructions: Use the space above to provide the following information. Attach additional pages where necessary.

1. **Type:** Sufficient detail should be provided to describe the nature of the requested improvement/alteration. Include dimensions of the improvement/alteration, along with any pictures or drawings, where applicable. The more detail that is provided to the Committee, the better enabled they are to complete the review process.
2. **Location:** Include detailed information on the location, with dimensions, of the improvement/alteration in relation to existing structure(s). Include a site plan to show the orientation of the improvement/alteration with respect to streets, walks, easements, and any neighboring structures.
3. **Materials:** Include a list or description of the material to be used. Please include samples of materials and/or color swatches, where applicable.
4. **Contractor & Dates:** Include the name, phone number and certificate of liability and worker's compensation insurance of the contractor to be used. If you are going to do the work yourself include a description of your experience and/or credentials that qualify you to do the work. Include your estimated start and completion dates.

DISCLAIMER

By my signature, I hereby certify that the proposed construction modification is in full compliance with all setback restrictions or requirement for minimum distances from property lines applicable to the property referenced above, and I further certify that the proposed construction/modification will not encroach upon or interfere with any covenants or easements applicable to my property. I certify that the placement of the improvement will conform to City zoning laws, that all necessary City permits will be obtained and regulations will be followed. If approved, I will provide a copy of the completed Architectural Control Committee Application to the person(s) or company(s) responsible for the construction of the improvement(s).

I understand that the Architectural Control Committee is not waiving any setback restriction requirements for minimum distances from property lines, covenants, or easements applicable to my property. I agree that I will not assert or claim that approval of this application constitutes a waiver of such setback restrictions, required minimum distances from property lines, covenants or easements in any legal or equitable proceeding.

Owner's Signature:		Date:
--------------------	--	-------

**Please email completed form to Receptionist@GenesisCommunity.com
or mail/fax using the information listed below.**

Westbury Gardens Owners' Association, Inc.

Automatic Bank Draft Authorization (ACH)

Once processed, your account will be drafted on or about the tenth (10th) of each month. To avoid delay:

1. Complete this form
2. Sign the form in the space provided
3. Attach a voided blank check for verification
4. Return to Genesis by:
 - Mail to 9700 Richmond, Suite 160 – Houston, TX 77042
 - Email to Receptionist@GenesisCommunity.com
 - Fax to 713-952-3972

Homeowner Information	
Owner's Name:	
Cell Phone:	
Home Phone:	
Email Address:	

Property Address/Unit(s) to be Drafted	
Property Address:	

Bank Account Information	
Name on Account:	
Routing Number:	
Account Number:	

I authorize Genesis Community Management, Inc. to electronically draft the above account debits drawn by Westbury Gardens Owners' Association, Inc. to its own order. I understand that my bank account will be drafted for the full balance due to the Association each month and is not limited to maintenance fees. This authorization will remain in effect until revoked by me in writing. I agree that the bank will be fully protected in honoring such checks or electronic debits until such revocation is actually received by the bank.

I agree that the bank's treatment of such check or electronic debit, and the bank's rights with respect to it, shall be the same as if it were signed personally by me and that if any such check or electronic debit is dishonored, whether with or without cause, the bank shall be under no liability whatsoever, even if such dishonor results in forfeiture of my property rights or results in any additional fees being charged to my Association account.

Owner's Signature:	Date:
--------------------	-------



Information Update Form

Homeowner Information	
Association Name:	
Owner's Name:	
Property Address:	
Mailing Address: <small>(If different from above)</small>	
City/State/Zip:	
Cell Phone:	Home Phone:
Work Phone:	Extension:
Email Address:	
Alternative Email:	

Emergency Contact Information	
Contact Name:	
Relation:	
Cell Phone:	Home Phone:
Work Phone:	Extension:

Tenant Information (If Applicable)	
Tenant's Name:	
Cell Phone:	Home Phone:
Work Phone:	Extension:
Email Address:	

Owner's Signature:	Date:
--------------------	-------

**Please email completed form to Receptionist@GenesisCommunity.com
or mail/fax using the information listed below.**