

# RULES AND REGULATIONS OF THE MEADOWWALK TOWNHOMES CONDOMINIUM ASSOCIATION, INC.

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## TELEPHONE NUMBERS

Fire, Ambulance, Police Emergency.....	911
Police Non-Emergency.....	(713) 222-3131
Precinct 7 .....	(713) 643-6602
Genesis Community Management.....	(713) 953-0808

## GLOSSARY

Owner/ Resident	A person who owns a unit and lives in that unit.
Owner/ Landlord	A person who owns a unit and leases the unit.
Tenant	A person who leases a unit.
PM	Property Manager/Property Management Company.
Townhome	One unit at Meadowwalk.
Hazardous Material	Materials that are combustible or explosive which could be destructive and which need special disposal consideration (used oil, paint, etc.).
Ingress/Egress	Entrance to and exit from.
MW	Meadowwalk Townhomes Condominium Association, Inc.
Association Members	Owners
Board	Board of Directors, MW.
TUCA	Texas Uniform Condominium Act.

## SECTION 1 – INTRODUCTION

### 1.01 APPLICATION OF RULES AND REGULATIONS

These rules and regulations are in no way intended to limit or supersede the Declaration, Bylaws, TUCA, or any exhibits attached thereto. In the event there is a conflict between these rules and regulations, the provisions of them shall take precedence over these rules and regulations in the following order of priority: 1) TUCA; 2) the Declaration; and 3) the Bylaws. To the extent there exists such a conflict then such provisions 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 them 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.

Rules apply equally to owners, tenants and guests. Fines for violations will be levied against the Townhome; the owner of the Townhome will be held financially responsible.

Copies of these rules and regulations are on file with the property manager, Genesis Community Management, Inc. Their phone number is (713) 953-0808.

#### 1.02 RESPONSIBILITY FOR PERSONAL SAFETY

It is understood that all residents of the property and their guests are responsible for their own personal safety. It is understood and agreed that it shall not be one of the purposes of the Association to provide security for residents and guests. Neither the Association nor its Board of Directors shall in any way be considered insurers or guarantors of security within the property nor shall they be held liable for any loss or damage by reason of alleged failure to provide adequate security or ineffectiveness of security measures undertaken, if any.

#### 1.03 RESPONSIBILITY OF HOMEOWNERS TO THEIR TENANTS

It is an owner's responsibility to relay all information regarding the MW community to his/her tenants, as well as provide them with a copy of MW's Rules and Regulations. If you do not have a copy of MW's Rules and Regulations, you may obtain a copy through the property manager.

#### 1.04 FINES

An owner, tenant, and/or guest of an owner/tenant who violates the Declaration, Bylaws, or Rules and Regulations, as may be amended, will be fined if the violation is not cured within a reasonable period. An owner will be given a reasonable time frame to remedy the violation prior to assessment of the fine. This policy will become effective upon recording of these Rules and Regulations. The fining process will be as follows:

1. First offense is a warning letter specifying the violation. This letter will put the owner on notice that if the violation is not corrected within a reasonable time frame a fine in the amount of \$50.00 will be assessed to the Townhome/owner's account.
2. Second offense is a certified letter, assessment of a \$50.00 fine, and notice that if the violation is not corrected within a reasonable time frame a fine in the amount of \$100.00 will be assessed to the Townhome/owner's account.
3. A Townhome will be assessed a \$100.00 fine each month the same violation continues or occurs.
4. Each separate violation will result in a separate fine. An owner may receive more than one fine in any given month should he/she be violation of two or more provisions of the

- Declaration, Bylaws, or Rules and Regulations.
5. An owner is personally liable for all fines assessed against his/her/its/their Townhome.

## **SECTION 2 – GENERAL**

- 2.01 All Townhomes are single-family dwellings. Renting of single rooms is prohibited.
- 2.02 No business activity of any kind, other than that of the Association, may be conducted in common areas. No commercial business of any kind may be conducted in any Townhome if it entails walk-in traffic, receipt and shipment of goods, storage and inventory of parts and material, or repairs to equipment.
- 2.03 No Townhome may be rented to transients or to multiple families for hotel purposes.
- 2.04 Homeowners and tenants are prohibited from illegally using common element water or electricity for personal use. Violators will be fined.
- 2.05 Waterbeds are not permitted in any Townhome.
- 2.06 A Townhome's owner will be held financially responsible for any damage to the common elements or limited common elements caused by the owner, his tenants/residents, his employees or his guests.
- 2.07 Bicycles, tricycles, skates, skateboards, tennis balls, basketballs, footballs, soccer balls, volleyballs, vehicles or other improper objects will not be permitted in the common areas, including walkways and around the mail box gazebos, without adult supervision.
- 2.08 Climbing on fences, roofs of buildings or carports is prohibited.
- 2.09 Children under the age of twelve (12) years are not allowed to roam the common areas without adult supervision.
- 2.10 Any owner or tenant who neglects to supervise or properly attend to his/her minor child shall indemnify and hold harmless the Association from all damages or injuries sustained by said minor child.
- 2.11 Pursuant to the authority granted to the Board of Directors in the Bylaws, the Board of Directors reserves the right to demand that an owner summarily evict any tenant that violates any provision of the Declaration, Bylaws, or Rules and Regulations.
- 2.12 No sales of any kind, including, but not limited to, garage sales, estate sales, yard sales, etc., may be held within a Townhome or on the property.
- 2.13 A satellite dish may not be placed or erected on any Townhome or common area without the express written permission of the Board of Directors. Prior to installing a satellite dish, the resident must submit in writing a request including drawings or pictures, size, where it is to be installed, and how it is to be erected. Dish installation not approved by the Board will be removed at the owner's expense. Should damage to the common elements result from dish installation, it will be repaired at the Townhome owner's expense.

### **SECTION 3 - INGRESS, EGRESS**

- 3.01 Sidewalks, driveways, entrances, and passageways may not be obstructed nor used as play areas. Passageways between buildings are fire zones. Driveways may be used only for ingress and egress with guest parking allowed on the private street (main driveway).

### **SECTION 4 - ASSESSMENTS AND WATER BILLINGS**

- 4.01 Monthly and special assessments are due on the first (1<sup>st</sup>) day of each month. Any assessment not paid by the fifteenth (15<sup>th</sup>) of that month shall bear a late charge. The Association may bring an action of law against the owner personally obligated to pay the assessments, or may foreclose the lien against the Townhome. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas, if any, or by abandonment of his/her lot.
- 4.02 The monthly and special assessments, including violation assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Townhome against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of the Townhome at the time when the assessment fell due.
- 4.03 Each Townhome has its own individual water sub-meter. Around the tenth (10<sup>th</sup>) of each month, the sub-meter is read by a water meter service. Each owner--not the resident--is billed monthly and has until the twenty-fifth (25<sup>th</sup>) of the month to pay the bill. If a balance remains past due for thirty-five (35) days past the due date, a termination notice will be sent to the owner via regular mail and a copy will be mailed to the tenant in the event the Townhome is tenant-occupied. The owner will then have ten (10) additional days to pay the balance by certified funds. The balance must be paid in full with certified funds no later than 2:00 p.m. to guarantee that service will be restored the same day.

### **SECTION 5 - ANIMALS AND PETS**

- 5.01 Pets are limited to one (1) four-legged animal. Any deviation from this policy must be requested in writing and approved by the Board of Directors. If approved by the Board, approval can be rescinded at any time for any reason whatsoever.
- 5.02 Pets must be leashed at all times when in the common areas. They may not be housed permanently on patios, nor housed temporarily on patios while the occupant is absent from the Townhome. Pets may not be left on patios if they are creating a nuisance.
- 5.03 Pets must be licensed with vaccinations current. Annual proof must be submitted when requested.
- 5.04 The grass area on the north side of the property along the fence has been designated as the official "dog run;" pets may be curbed only in that area. Accidental defecation in any other area must be cleaned up by the pet owner.
- 5.05 Vicious, dangerous pets are not permitted on the premises, nor are farm animals allowed.

- 5.06 A Townhome's owner--not the tenant-- is responsible for any pet housed in a Meadowwalk Townhome; and, as such, shall indemnify and holds harmless the Association from any loss, damage, or liability incurred as a result of the presence of that animal(s).

### **SECTION 6 - ADVERTISING**

- 6.01 No signs, billboards, posters, or other advertising may be erected, placed or displayed for public view in the window or any common area with the exception of security alarm signs without telephone numbers.

### **SECTION 7 - LOUD NOISE**

- 7.01 Radios (home or vehicle), televisions, stereo sound systems, voice and instrument amplifiers, etc., must not be so loud as to disturb neighbors. Residents are responsible for the actions of their guests. Violators will be fined.

*NOTE: Call 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. Section 29-3 of the Code of Ordinances of the City of Houston states that it is unlawful to operate a radio, television set, musical instrument, or tape player in such a manner as to disturb the peace of the neighbors.*

### **SECTION 8 - PATIOS/BALCONIES/WINDOWS/SCREENS/EXTERIOR DOORS**

- 8.01 Owners are responsible for the care of patios including the trimming of shrubbery and shrubbery trees that might be damaging to fencing, roofing, gutters, paving, etc. However, trimming of real trees on patios shall be the responsibility of the Association.
- 8.02 City fire codes require that patio grills and smokers must be ten (10) feet from any combustible structure, fence, or overhang when in use.
- 8.03 Trash, garbage, litter, leaves, weeds, or debris of any kind must not be allowed to accumulate on any patio.
- 8.04 Patios may not be used as storage areas. The hanging of clothes, towels, rugs, bedding, etc., will not be permitted on patios or balconies.
- 8.05 Patio gates must be closed at all times when owner or tenant is absent from the Townhome.
- 8.06 All windows must have proper window coverings that do not detract from the general appearance of the complex. Window coverings must be neutral in color. Sheets, foil, and newspapers, etc., may not be substituted for window coverings. Mylar-tinted windows are prohibited.
- 8.07 Window air conditioners and window fans are prohibited.
- 8.08 Broken windows, and broken/torn screens are the responsibility of the owner or resident and

must be replaced immediately.

- 8.09 Exterior front doors must be painted the same color as the exterior trim of said door. Back doors must be painted the same color as the back of the building. Upon request, Meadowwalk will supply paint to an owner who intends to paint his/her front door or back door.

### **SECTION 9 - VEHICLES**

- 9.01 The speed limit at Meadowwalk is 10 mph.
- 9.02 Residents are encouraged to use their carports for parking. The limited parking on the private street is primarily for guests.
- 9.03 Each Townhome is limited to two carport-parking spaces.
- 9.04 RV's, campers, trailer, boats, jet skis, multi-tired commercial trucks, and off road vehicles are not permitted on the property without express written permission of the Board of Directors.
- 9.05 Motorcycles and motor scooters may be operated on the premises only when entering or exiting the property.
- 9.06 Gasoline or electric-powered vehicles including, but not limited to, motorcycles, jet skis, snowmobiles, go-carts, motor scooters, recreational sports vehicles and trailers may not be stored on patios. City fire codes prohibit such storage.
- 9.07 Vehicles with expired license plates, expired paper tags, or expired inspection stickers will be towed at the owner's expense after proper notification.
- 9.08 Servicing and washing of vehicles must be done in the Townhome's carport. Servicing is limited to adding fluids, battery replacement, and changing a flat tire. No repairs of any kind will be permitted.
- 9.09 Vehicles parked in fire lanes and no-parking zones will be subject to immediate towing. Authorized tow trucks patrol MW regularly twenty-four hours a day.
- 9.10 Grease or accumulated dirt from oil dripping on the carport's surface must be regularly removed by the owner/resident or tenant. If not, it will be cleaned up by MW at the owner's expense.

### **SECTION 10 - FIRE SAFETY**

- 10.01 Grills and smokers may be used only in accordance with City Fire Codes which prohibit the grill and/or smoker from being within ten (10) feet of combustible fencing and/or structural components.
- 10.02 Fireworks are expressly prohibited at Meadowwalk. Violators will be prosecuted.
- 10.03 Garages, carports, and exterior storage areas must be kept free of any combustible or flammable materials.

## **SECTION 11 - SWIMMING POOL**

- 11.01 The pool area is open only at the times posted. Guests must be accompanied by an owner or tenant at all times.
- 11.02 Only regulation swimwear is allowed in the pool. Cutoffs are not permitted.
- 11.03 Only plastic containers are permitted around the pool and the cooking and/or consumption of food is not allowed.
- 11.04 Running, excessive noise and improper conduct will not be allowed in the pool area.
- 11.05 Vehicles of any kind including, but not limited to, bicycles, skates, skateboards, tricycles, and oversized floats are prohibited in the pool area.
- 11.06 Children under twelve (12) years of age must be accompanied by an adult at all times.
- 11.07 By City ordinance, pets are not allowed in the pool area.
- 11.08 Playing with pool equipment, furniture, or water sources is not permitted.
- 11.09 The Board reserves the right to limit the number of guests allowed should it become necessary to do so.

## **SECTION 12 – TRASH**

- 12.01 Trash pickup is Monday through Friday (subject to exceptions for holidays). Please put trash out on the morning of pickup. No trash should be put out Friday after 10:00 am unless in a garbage can.
- 12.02 Trash must be bagged in large, plastic garbage bags--the type that can be purchased at the grocery store. Shopping bags and small plastic grocery bags are not acceptable. Cardboard boxes must be broken down and tied; branches must be cut up and bagged. Garbage cans are encouraged to avoid animals tearing the bags open.
- 12.03 There is no heavy trash pickup. Residents must make personal arrangements for disposal of heavy trash and assume any expense.

## **SECTION 13 - ARCHITECTURAL/LANDSCAPING/FLAGS**

- 13.01 Exterior modifications, whether building or landscaping, may be made only with the express written approval of the Board of Directors. An owner must submit complete specifications and drawings prior to beginning work. Failure to do so may result in a fine and may cause the modification to be removed at the owner's expense.
- 13.02 Only the U. S. flag and seasonal decorative flags may be mounted and flown from a Townhome without the express written approval of the Board of Directors. Flag dimensions must not

exceed 32" X 42;" the pole must not be higher than 50".

## **SECTION 14 - ELECTION TO BOARD**

- 14.01 In order to be elected or appointed to the Board of Directors, an owner must: 1.) be a member in good standing (all levied assessments, including the water bill, are fully paid); and 2.) be listed as an owner on the deed for the Townhome. When in doubt, the Association will conduct a title search.

## **SECTION 15 – RESPONSIBILITY FOR INTERIOR REPAIRS**

- 15.01 Should an owner or resident experience a problem with his/her Townhome due to the failure of a common element (e.g., foundation problem, roof leak, central plumbing leak, central power supply outage, etc.), the owner must immediately notify the Association's property management company so that corrective action may be taken. It is the owner's or resident's responsibility to immediately notify the Association's property management company; the owner is ultimately liable for failure to timely notify the Association.
- 15.02 In accordance with the Declaration and By-Laws, it is the owner's responsibility to repair and maintain the interior of his/her Townhome (e.g., sheetrock, paint, carpet, flooring, doors, windows, etc.) including all personal property or fixtures, even if damaged by the failure of a common element.
- 15.03 In accordance with the Declaration and By-Laws, the Association is responsible for repairing and maintaining all common elements. However, if the common element is damaged due to the negligence or intentional action of an owner or resident, including his/her tenant or visitor, the cost of repairs will be the sole responsibility of the Townhome owner.
- 15.04 Owners are responsible for checking their Townhomes regularly for interior problems (e.g., plumbing leaks, fire hazards, etc.) that might cause damage to the common elements or other Townhomes. Should a problem present itself that may cause damage to the common elements or another Townhome, an owner must immediately correct the problem and complete the required maintenance. Absentee owners and landlords are strongly cautioned not to depend solely on agents or tenants to identify and report such problems.
- 15.05 If, in the course of the Association's installation of and/or repair to a common element, the structural interior of a Townhome is damaged, the Association may repair the damage despite the owner's responsibility to do so.
- 15.06 It is the responsibility of the owner or resident to safeguard all personal property from potential damage or loss that may occur as a result of repairs conducted or initiated by the Association.
- 15.07 Each owner must maintain adequate insurance to cover any damage or loss to the interior of his/her Townhome and any personal property located therein for which he/she is responsible for, regardless of the cause of such damage or loss.

**Revised 4/2012**