

ASTORIA COA

1409 Post Oak Blvd., Houston TX 77056

Lease Requirement Checklist

Date: _____ Landlord Name: _____ Phone: _____
Association: Astoria COA Tenant Name: _____ Phone: _____
Unit Number: _____ Realtor Name: _____ Phone: _____
Requested By: _____ Approval Signature: _____

Please process the following:

Submit a fully completed ASTORIA Lease Application, including application and orientation fees. <input type="checkbox"/>	Paragraph 34F: Complete emergency contact information in its entirety. <input type="checkbox"/>
Complete the top of each page of the lease with the Unit address <input type="checkbox"/>	Paragraph 34I: Complete Landlord Broker's information in its entirety <input type="checkbox"/>
Paragraph 3A: Complete Term of Lease (must be 12 months or longer) <input type="checkbox"/>	The bottom of each page must be initialed & the last page of the lease signed & dated by both parties <input type="checkbox"/>
Paragraph 12A: Provide required documentation (name & age of occupants) <input type="checkbox"/>	Driver's License or Current Passport, occupants 18 yrs or over <input type="checkbox"/>
Paragraph 12E: Must state 7 days <input type="checkbox"/>	<input type="checkbox"/>
Paragraph 13: Total of one "1" vehicles only. Any additional vehicles require the owner to provide documentation from his purchase contract. <input type="checkbox"/>	Move In/Out Policy completed and signed <input type="checkbox"/>
Paragraph 14B - Access: Written authorization to enter the Unit and a key must be left with General Manager for emergency purposes only. <input type="checkbox"/>	Move in deposit check received <input type="checkbox"/>
Paragraph 17F - Smoking is not permitted <input type="checkbox"/>	Certificate of Insurance from the Moving Company, including liability insurance <input type="checkbox"/>
Paragraph 18A - Add telephone number <input type="checkbox"/>	Astoria Resident's Contact Information Sheet completed and signed <input type="checkbox"/>
Paragraph 26 - Include the below verbiage: <i>"The Tenant agrees to acknowledge receipt & reading of the Astoria Rules & Regulations and agrees to strictly abide by & adhere to such Rules & Regulations. In the event that Tenant does not abide by the Astoria Rules & Regulations, the Board of Directors can terminate the lease with 30 days written notice."</i> <input type="checkbox"/>	Acknowledgement of Lease Application Read, initialed and signed by Unit Owner & Tenant <input type="checkbox"/>
Paragraph 31 - "X" Owners Association Rules & return a copy of the Astoria Rules & Regs with each page signed by the Tenant. <input type="checkbox"/>	Contractor Construction Policy signed by Tenant <input type="checkbox"/>
Paragraph 32: Complete tenant info, including a phone number and email address <input type="checkbox"/>	

Move In Deposit Information

Check Amount: \$1,000
Check Made Payable to: Astoria COA
Check Number: _____

Office Use Only:

Lease Expiration Date
Resident added to Astoria Portal
Move In Calendared
New Resident Orientation Calendared
Unit Key received
Moving Company Insurance Confirmed

Office Use Only

Date Completed Lead Concierge: _____
Date Completed General Manager: _____
Date Completed Board of Directors: _____

ASTORIA

Astoria COA

Table of Contents

Policy, Rules & Regulations Package

- I. Amendment No. 1 to Rules & Regulations for the Astoria COA
- II. Amendment No. 2 to Rules & Regulations for the Astoria COA
- III. Move In/Out Acknowledgment & Elevator Reservation
- IV. Contractor Construction Policy
- V. Short Term Lease/Rental Policy
- VI. Prohibition of Business
- VII. Leasing Fees and Fine Policy
- VIII. Resident' Information Sheet
- IX. Resident's Lounge Event Checklist
- X. Access Form authorizing access to Unit in case of an emergency
- XI. Valet Procedures
- XII. Acknowledgement of Lease Application Read, signed by Unit Owner and

AMENDMENT NO. 1
TO
RULES & REGULATIONS
for the ASTORIA CONDOMINIUM OWNERS ASSOCIATION, INC.

Updated November 2016

The following Rules and Regulations supplement those contained in the Declaration of Astoria Condominiums (the "Declaration"), Bylaws of Homeowners Association (the "Bylaws"), and Rules of Homeowners Association (the "Rules"). They are applicable to all occupants of Units, as well as to the Unit Owners.

1) **NOISE:**

Below are the provisions stated in the governing documents for the Astoria regarding noise and common etiquette practices:

- Per the Declaration of the Astoria Condominium, the provision states: Article XI, Restrictions on Use, Section 11.2 (g): "No Unit Owner or occupant shall make or permit any disturbing noises nor do or permit anything to be done by others that will interfere with the rights, comforts or convenience of other Unit Owners or occupant".
- Per the Rules and Regulations of the Astoria under "Community Etiquette, under Sections:
F-1: Courtesy: Each Resident shall endeavor to use his or her Unit and the Common Elements in a manner calculated to respect the rights and privilege of other Residents.
- F-2: Annoyance: A Resident shall avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other Residents or their guests, or the Association's employees and agents.
- F-3: Noise and Odors: Each Resident shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb Residents of other Units.

2) **SMOKING:**

- **The Astoria is a NON-SMOKING BUILDING.** Please abstain from smoking in all common areas (Lobby, Pool Area, Fitness Center, Meeting Room, Residents Lounge, Guest Suite, Restrooms) of the Building, in the Elevators, Parking Garage, and Stair Well(s). Smoking is **ONLY** allowed in private Units and balcony.

3) **BALCONIES/TERRACES:**

- Please be respectful to your neighbors and avoid loud music, talking and/or parties to occur on your balcony. The building respects the City of Houston Noise Ordinance under which the police can be called if a Resident is disturbed by excessive noise from another.

4) **BARBEQUE GRILLS:**

- As referenced in Article D, Section D-8 in the Rules for the Astoria, The Board of Directors reserves the right to prohibit or restrict the use of all or certain outdoor cooking grills, if, in the Board of Director's discretion, such grills constitute a fire hazard. No open fires are allowed. Gas tanks must be properly used and maintained. No grill can be used near combustible materials.

5) **RESIDENTIAL LEASES:**

- Each lease must be in writing, and an Owner shall provide to Management a copy of each lease of that Owner's Unit.
- A Unit may not be leased for a period less than 12 months.
- A Unit may not be leased for hotel or transient purposes.
- Less than the entire Unit may not be leased.
- All leases & lease renewals must be approved by the Board of Directors. The Board will need 10-14 days to review and approve all leases.
- All leases & lease renewals must include the following in special provisions: "The Tenant agrees to acknowledge receipt & reading of the Astoria Rules & Regulations and agrees to strictly abide by & adhere to such Rules & Regulations. In the event that Tenant does NOT abide to the Astoria Rules & Regulations, the Board of Directors Board of Directors can terminate the lease with 30 days written notice."
- All leases must be submitted with a valid U.S. Driver's license or U.S. Passport, a credit report & a criminal background check.

6) **INTERIOR UNIT MAINTENANCE:**

- Each Owners, at their sole cost and expense, shall maintain the Unit and keep it in good repair, including the inner, finished surfaces of the Unit's perimeter walls, floors, and ceilings. Any routine maintenance inside their Unit is the Owner's responsibility. Routine maintenance, includes but is not limited to, appliances and air conditioners (after the warranty period expires), changing filters and light bulbs, plumbing, etc.

7) **PET RULES:**

- No resident may keep a dangerous or exotic animal, reptiles of any kind, pit bull terrier, trained attack dog, or any other animal deemed by the Board of Directors to be a potential hazard or threat to the well-being of people or other animals.
- A permitted pet must be maintained inside the Unit, and may not be kept on the balconies.
- Each Resident is allowed a maximum of two (2) pets per unit. No pet shall weigh more than **60** lbs.
No pet is allowed to bark, howl, whine, or make/cause other loud unreasonable noises for extended or repeated periods of time.
- No pet is allowed on general Common Elements unless carried or leashed.
- Please do not allow your pet(s) to defecate or urinate in a stairwell, hallway or elevators, landscape beds in front of the building. If your pet has an accident, please be responsible and clean up after your animal and do not leave it for someone else to see or clean up.

8) **WINDOW COVERINGS/DRAPERY:**

- No window tint can be installed on the interior or exterior of the window.
- Aluminum foil is prohibited.
- The type of draperies that are approved are energy efficient draperies that are clear or white when viewed from the outside of the Unit.

9) **CARTS:**

- Users of the luggage and grocery carts are responsible for returning the carts to the garage after use. Please be respectful of the other residents in the building and return the carts to the garage in a timely manner. (within 30 minutes after use)
- Do not leave the carts in the hall outside your door or on the elevator for someone else to take to the garage.

10) **POOL AND POOL DECK AREA RULES:**

- Pool Hours: 7:00am – 10:00pm
- No glass bottles, breakable containers, food, or drinks in pool/pool area. Food allowed only in the Outdoor Grill Area and at the Bar Area.
- Glass preparation and/or serving containers of any kind are strictly prohibited.
- All types of tobacco use are prohibited. **The Pool and Pool Area is a Smoke Free Environment.**
- Be Considerate – No yelling, other loud noises, or loud music.
- No Animals Allowed in or around the pool area.
- No running, pushing, or other dangerous play.
- Proper swimming attire must be worn at all times in the pool and around the pool deck area.
- Children that are not toilet trained must wear clean swim diapers.
- No Children under the age of 16 should use the pool without adult supervision.
- Residents shall accompany guests while at the pool or when using any common area amenities.
- Guests will not be permitted without resident escort.
- If a Resident plans to have more than four (4) guests at the Pool/Pool Area, a list of names of the guests must be given to the Front Desk.
- UNDER NO CIRCUMSTANCES WILL PRIVATE PARTIES BE ALLOWED AT THE POOL AREA AND/OR POOL LOUNGE AREA.
- Management reserves the right to deny use of pool/pool area to anyone at any time.
- 911 – Emergency telephone located by the grille area.
- NO DIVING.
- WARNING – NO LIFEGUARD ON DUTY.

11) **FITNESS ROOM:**

- Appropriate athletic footwear must be worn whenever using the Fitness Room.
- Appropriate workout attire must be worn to use the Fitness Room.
- Re-rack weights and return all other equipment and accessories to their proper locations.
- Please wipe the fitness equipment after each use.
- Food is not allowed. Water bottles may be used if they are made of a non-breakable material and contain only water.
- All types of tobacco use are prohibited. **The Fitness Room is a smoke free environment.**

- No Children under the age of 16 should use the fitness room without adult supervision.
- Residents shall accompany guests while using the fitness room.
- Guests will not be permitted without resident escort.
- All concerns and maintenance needs should be reported to the front desk.

12) **TRASH:**

- The trash chute is not for large boxes and/or construction debris.
- Use only plastic, tied, trash bags in the trash chute.
- Items that are too large or not contained in a tied trash bag are causing trash to clog the trash chute.
- If in the event that you have large boxes, please bring the boxes to the garage level and place in front of the trash room door.
- All construction debris and /or materials are to be removed by your individual contractors.
- Please do not leave trash, boxes, construction materials in front of the trash chutes, in the elevators, or on the elevator landings of each garage level.

13) **RESIDENTS LOUNGE**

- Please see the front desk to reserve the Residents Lounge. A Users Agreement must be read and followed in its entirety, signed and returned, along with a \$500 refundable security deposit, made payable to Astoria COA. After the event, the room will be inspected. In the event there is damage to the Condominium property, the refundable security deposit will not be returned and will be used toward the cost to repair/correct any damages as a result of the function. Any repair above the \$500 refundable security deposit will be charged to the Owner's account.
- Please provide Management/Front Desk with the above-mentioned document two (2) weeks in advanced to reserve Residents Lounge. The Guest List must be provided to Front Desk 1 week prior to event. Failure to do so will result in cancellation of event. Checks for Security Deposit must be personal check, cashier's check or money orders. Cash and/or credit cards are not accepted.
- **No** reservations will be accepted for the following Holidays and Houston events: Sports Events (including, but not limited to, Super Bowl, NBA, MLB, NCAA, etc.); Halloween; Easter; New Year's Eve and Day; Christmas Eve and Day; Thanksgiving Eve and Day and the 4th of July.
- No Children under the age of 16 should use the Residents Lounge without adult supervision.
- Residents shall accompany guests while using the Residents Lounge.
- **The Residents Lounge is a Non-Smoking room.** Tobacco Products of any kind are strictly prohibited.
- If in the event that more than six (6) guest vehicles will be parking in the garage, the additional Valet services and costs will be at the responsibility of the Resident.

14) **MEETING ROOM:**

- Please see the front desk to reserve the Meeting Room. A Users Agreement must be read and followed in its entirety, signed and returned, along with a \$100 refundable security deposit, made payable to Astoria COA. After the event, the room will be inspected. In the event there is damage to the Condominium property, the refundable security deposit will not be returned and will be used toward the cost to repair/correct any damages as a result of the function. Any repair above the \$100 refundable security deposit will be charged to the Owner's account.

- Please provide Management/Front Desk with the above-mentioned document two (2) weeks in advanced to reserve Meeting Room.
- The Guest List must be provided to Front Desk 1 week prior to event. Failure to do so will result in cancellation of event.
- Checks for Security Deposit must be personal check, cashier's check or money orders. Cash and/or credit cards are not accepted.
- No Children under the age of 16 should use the Residents Lounge without adult supervision.
- Residents shall accompany guests while using the Residents Lounge.
- **The Meeting Room is a Non-Smoking room.** Tobacco Products of any kind are strictly prohibited.
- If in the event that more than six (6) guest vehicles will be parking in the garage, the additional Valet services and costs will be at the responsibility of the Resident.

15) **VALET SERVICE:**

- Please provides a one (1) week notice to the front deck if you plan to have an event in your unit with more than six (6) vehicles, as additional arrangements will need to be made for valet service.
- If in the event that more than six (6) guest vehicles will be parking in the garage for an event in your unit, the additional Valet services and costs will be at the responsibility of the Resident.
- Our Valet Attendants hourly wages are adjusted appropriately to take in consideration tipping; therefore, we ask that both you and your guests please refrain from tipping them. We will make arrangements, at least annually, to give bonuses to all Astoria employees, including the Valet attendants.

16) **GUEST SUITE:**

- The Guest Suite will be available to Unit Owners to reserve for use by their guests on a temporary basis (not more than seven consecutive days), subject to reasonable and customary rules and rental rates for such accommodations established by the Board of Directors with the consent of the Commercial Unit Owners.
- Unit Owners shall have the non-exclusive right, on a first-come, first-served basis, to reserve the Guest Suite.
- **The Guest Suite is a Non-Smoking Unit.** Tobacco Products of any kind are strictly prohibited.
- To reserve the Guest Suite, please contact the Front Desk.
- The current rate for usage of the Guest Suite is as followed:
 - Sunday night through Thursday night: \$100
 - Friday and Saturday nights: \$150
 - Refundable Security Deposit: \$250
- Checks for Security Deposit and room rental must be personal check, cashier's check or money orders. Cash and/or credit cards are not accepted.

17) MOVE IN/OUT POLICY:

- SCHEDULING, PAPERWORK & FUNDS REQUIRED BEFORE MOVE IN/OUT:
 - Move in/out must be scheduled at least 7 days in advance with the Management office.
 - A Move In/Out Policy and Elevator Reservation must be signed and returned by the Resident, including a copy of the moving company's Certificate of Liability Insurance.
 - \$1,000 refundable deposit made payable to the Astoria COA must be received.
 - Payment for Astoria staff to manage the move in/out (\$35/hr.) must be received - 4 hour move \$140; 8 hour move \$280. Check made payable to the Astoria COA.
 - If approved by management and if the elevator is available, the use of the elevator can be extended at an hourly rate of \$50.00.

- MOVE IN/OUT AND/OR DELIVERY PROCEDURES:
 - Move in/out are Monday through Friday, 8:00am to 5:00pm. No weekends or holidays. Movers must be off the property by 5:00pm and not arrived before 8:00am, no exceptions. No moving is allowed through the front lobby.
 - 1/2 day moves are from 8am - 12noon and 1pm - 5pm. Full day moves are from 8am - 5pm. 1/2 day moves must commence within an hour of the scheduled time; full day moves within 2 hours of the scheduled time.
 - Deliveries must be scheduled with upon notification from the delivery company, no less than four (4) hours. (i.e. Best Buy, etc.). The delivery company must provide a current Insurance Certificate to the Management Office upon delivery.
 - All moving/delivery company personnel (supervisor and employees) must sign in at the Concierge desk and leave their driver's licenses with the Concierge. At that time, each moving company employee will receive an "Astoria" badge from the Concierge. When the move in/out is complete and the "Astoria" badges are returned to the Concierge, the drivers licenses will be returned to the moving company staff.
 - The moving company must provide a current Insurance Certificate to the Management Office no later than 72 hours prior to the scheduled move. The certificate holder needs to be listed as: The Astoria COA, 1409 Post Oak Boulevard, Houston, TX 77056.

- MOVING/DELIVERY COMPANY INSTRUCTIONS (MOVER MUST READ & ACKNOWLEDGE THESE RULES THE DAY OF THE MOVE):
 - Violation of these procedures will result in a reduction of the Resident's refundable deposit.
 - Only the service elevator may be used. Management and the Concierge will see that the moving company has priority use of the service elevator, however, exclusive use of this elevator cannot be guaranteed. Our daily operations often require use of the service elevator.
 - The movers may hold the service elevator only while loading and unloading goods. When the movers are not using the elevator for immediate loading and unloading, they must release the elevator.
 - Movers are not permitted to use the Resident elevators at any time.
 - No items (moving equipment, furniture, tools, etc.) may be stored temporarily or left in the hallways, elevator lobbies or garage area. Furniture must be moved directly from the truck to the unit.
 - Movers must use their own equipment and may not use any carts or dollies belonging to the Astoria.

- The moving/delivery company must remove all cartons, crates, packing material and/or construction debris from the Property. The trash receptacles of the building are not available for moving/construction debris.
 - In no event may packing materials be placed in the trash chute or left anywhere in the building.
 - Oversize items (over 9') that will not fit into the service elevator must be transported via stairs.
 - All hallway carpet from the service elevator to the unit front door must be covered with a floor protector (Masonite or heavy cardboard that is duct taped together) before transporting the materials, tools, supplies, etc. to the unit. Movers are responsible for all clean up.
 - All work, including cutting, painting, carpentry, etc. must be performed inside the unit or off the premises. The hallways are not available as a work area.
 - Prior to commencement of the move/delivery, the movers and resident will be walked through the service elevator and hallways that will be used during the move and any and all existing damage to the elevator and/or hallways will be noted. After the move is complete, a walk-through of the same areas will be made and any new damage to the hallways and/or elevator will be noted. A bill for any additional, new damage and/or loss to the Astoria will be presented to the moving company at this time. Any moving company who fails to pay for the damages will be prohibited from conducting any further moves at the Astoria.
 - All employees of the moving company shall be dressed in clean working clothes.
 - Noise levels are to be kept to a minimum.
 - No vehicle may block the driveways.
- The Astoria Board of Directors or Management may impose additional requirements or instructions from time to time to enhance the safe operations of the Building and the safety and convenience of Owners and Residents.

The approximate dimensions of the service elevator:

Elevator	Elevator Cab
Height	9'
Depth	5'5"
Width	6'8"

The approximate dimensions of the Garage entrance are:

Garage entrance Clearance	10' 4"
---------------------------	--------

17) COMPLIANCE AND DEFAULT:

- Each Unit Owner and every occupant, lessee, guest, agent, employee or contractor of a Unit Owner and the Association shall be governed by and shall comply with the terms of the Declaration and all exhibits annexed thereto, and the rules and regulations adopted by the Board of Directors, as the same may be amended from time to time. The Association (and

Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Condominium Act:

(a) Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement, whether to the Common Elements, Limited Common Elements or to Association Property, the Unit or the Unit Owner's personal property or to the personal property of the Association or other Unit Owners, including, but not limited to, repair after casualty, made necessary by his/her violation of any portion of the Declaration or other Association governing documents or by his/her negligence or intentional misconduct or by that of any member of his/her family or his/her guests, tenants, lessees, agents, employees or contractors, but only to the extent such expense is not met by the proceeds of insurance actually collected by the Association. Any such expense advanced by the Association, together with interest, costs and attorneys' fees, shall be secured by a lien against the Unit enforceable in the same manner as an Assessment.

(b) Compliance. In the event a Unit Owner or occupant fails to comply with such Unit Owner's obligations under these Rules and Regulations or fails to observe and comply with any provisions of the Declaration, the By-Laws, and the Articles of Incorporation of the Association, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to sue in a court of law for damages, and levy a special charge against the Unit Owner and the Unit for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance. Such charge, together with interest, costs and attorneys' fees, shall be secured by a lien against the Condominium Parcel, enforceable in the same manner as Assessments.

AMENDMENT NO. 2
TO
RULES & REGULATIONS
for the ASTORIA CONDOMINIUM OWNERS ASSOCIATION, INC.

Updated March 2017

The following Rules and Regulations supplement those contained in the Declaration of Astoria Condominiums (the "Declaration"), Bylaws of Homeowners Association (the "Bylaws"), and Rules of Homeowners Association (the "Rules"). They are applicable to all occupants of Units, as well as to Unit Owners.

1. Antennae. No exterior antennae, including satellite dishes, shall be permitted on the Condominium Property. Any unit owner or unit occupant responsible for the Installation of an antennae or satellite dish shall be subject to a fine of \$200.00 per month until such time it is removed.

2. Architectural Modification. The Unit Owner shall submit a detailed construction plan (two copies) of the proposed improvements by means of the modifications, alterations and additions form to the Association. No exterior architectural modifications shall be allowed. The only exception to this would be adding a hard surface to the terrace/patio floor. There is one material with two schematic patterns for this purpose that have been chosen by a professional designer and approved by the Astoria HOA Board of Directors. The management company must approve: (1) the installation of these materials; (2) the vendor supplying the material; and (3) the contractor installing the material. The construction plan shall include the following:
 - (a) Plans and Specifications for all work to be performed.
 - (b) Anticipated commencement date.
 - (c) Anticipated completion date.
 - (d) Anticipated delivery schedule.
 - (e) If necessary, engineering report confirming reviews of structural load capacity.
 - (f) List of all contractors, sub-contractors with supervisory personnel and contact telephone numbers.
 - (g) Licenses and Certificates of insurance meeting the insurance guidelines established by the Association.
 - (h) Building permits application as required by local governing authorities.
 - (i) Application form provided by the Association.

Upon review of the information submitted to the Association's Architectural Review Committee, the Owner will be notified in writing within 30 working days of receipt of a

completed application and items (a) – (i) of paragraph 2 above whether the request has been approved or denied.

3. Association Employees. Employees of the Association are not to be engaged by Unit Owners for personal errands which are not within the scope of the applicable employee's duties. The Board of Directors, through an employed manager or through a management company engaged by the Association, if any, shall be solely responsible for directing and supervising the Association's employees.
4. Boats and Commercial Vehicles. No boats, boat trailers, jet-skis or commercial vehicles shall be permitted to be parked overnight or stored at the condominium.
5. Cleanliness. Unit Owners shall not allow anything to be thrown or to fall from terraces or patios. No sweepings, or other substances, shall be permitted to escape to the exterior of the building from the terraces or patios. Garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed on the terraces or patios. Unit occupants responsible for such actions will be subject to a fine of \$200 per occurrence.
6. Compliance by Unit Owners. Every Unit Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association (all as amended from time to time) to the extent applicable. Failure of a Unit Owner or tenant, or occupant to comply shall be grounds for legal action which may include, without limitation, an action to recover sums due for damages, an action for injunctive relief, and any combination of such actions not excluding eviction.
7. Sales and Leasing of Units. Sales and leasing activity can be done by appointment only. No public open houses are allowed for showing of Units. The listing broker, landlord, or landlord's authorized representative must set an appointment with the concierge of the Astoria no later than two hours before the showing. The listing broker or a designated agent must accompany the client to the showing. All leasing prospects must be accompanied by the landlord or their authorized representative.

Broker to Broker open houses must be by private invitation and must be approved by and coordinated with the Community Manager, and the Astoria HOA Board of Directors reserves the right to deny said approval.

There can be no posting of signs, notices, or advertisements on the Common Elements or in a Unit if visible from outside his or her Unit.

8. Luggage and Grocery Carts. Users of the luggage and grocery carts are responsible for returning the carts to the garage after use. Failure to do so can result in a \$50.00 fine.
9. Destruction of Property. Neither Unit owners, their family, guests, invitees, nor employees shall mark, damage, destroy, deface or engrave any part of the Condominium property. Unit Owners shall be financially responsible for any such damage.
10. Door Locks. Unit Owners must abide by right of entry into Units in emergencies. In case of any emergency originating in or threatening any Unit, regardless of whether the Unit Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the condominium manager, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate. To facilitate entry in the event of any such emergency, the Unit owner of each Unit under the control of the Association shall deposit a key to such Unit with

the Association. If a key is not provided by a Unit Owner, the Association shall have the right to break the lock in the event of any such emergency. The Owner shall be required to deposit a spare key, with the manager, to any and all unit locks. If a Unit Owner wants additional locks as additional security, said Unit Owner must first request the approval of the Association for same. In the event the Association's approval is obtained, then the Unit Owner shall deposit with the Association a duplicate key for each such additional lock for use in emergencies.

11. Exterior Appearance. To maintain a uniform and pleasing appearance of the exterior of the Condominium building, no awnings, canopy, screens, air conditioning unit, glass enclosures, bird houses, hummingbird feeders, stuffed animals, or other projections shall be attached to, hung, displayed or placed upon the porches, outside walls, doors, windows or to the patio, roof or other portions of the Building or on the Common Elements, other than items originally installed by the Developer. This prohibition against projections includes, without limitation, any type of screen or umbrella and any outdoor TV, cable, satellite or radio antennae. No exterior lighting shall be permitted on the walls or ceilings of any terrace or patio. Terraces and patios shall not be used for the storage of any items including, but not limited to, bicycles, and exercise equipment.
12. Facilities. The facilities of the Condominium governed by the Association are for the exclusive use of Association members and their immediate families, tenants, and guests. All guests must be accompanied by a Unit Owner or tenant when using facilities of the Condominium.
13. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his/her family, guests, invitees, lessees or employees, in an amount not to exceed that allowed by the Condominium Act. These fines may be amended from time to time, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws, provided the following procedures are adhered to:
 - (a) Notice: The Association shall notify the Owner or occupant of the reported or alleged infraction or infractions. Included in the notice shall be a statement of the provisions of the Declaration of Condominium, Association By-Laws or Association Rules which have been allegedly violated; a statement of the matters asserted by the Association; and a statement of the date and time and place of the next Board of Directors meeting at which time the Owner or occupant shall present reasons why a fine should not be imposed. The Owner or occupant may be represented by counsel, shall have an opportunity to respond, to present evidence, to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.
 - (b) Hearing: The non-compliance shall be presented to by the Board of Directors for such purpose, after which the Board of Directors shall hear reasons why a fine should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner or occupant by not later than fourteen (14) days after the Board of Directors meeting.
 - (c) Amount: The Board of Directors may impose a fine against the applicable person in such amount as may be permitted by the Association's Rules and by law.
 - (d) Board Approval: If Board of Directors does not agree with the fine, the fine may not be levied.
 - (e) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
 - (f) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.
 - (g) Infractions: Each day an infraction or violation occurs after the applicable party has received notice thereof shall be deemed to be a new infraction or violation.

- (h) Non-Exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.
14. Flammables. No flammable (**including charcoal**), combustible or explosive fluids, chemicals or other substances may be kept and/or used in any Unit or on the Common elements or patios.
15. Hardship Relief. The Board of Directors shall have the power, but not the obligation, to grant relief to one or more Unit Owners under the particular circumstances involved from the provisions of specific restrictions contained in these rules and regulations upon written request and for good cause shown in the sole opinion of the Board.
16. Hurricane Preparation. Each Unit Owner who plans to be absent from his/her Unit during the hurricane season must prepare his/her Unit prior to departure by:
- (a) Removing all items from his/her patio.
 - (b) Designating a responsible firm or individual to care for his/her Unit during his/her absence in the event that the Unit should suffer hurricane damage. Each Unit Owner shall furnish the manager with the name of such firm or individual.
19. Noise.
- (a) No Unit Owner shall make disturbing noises in the Building or allow sounds to emanate from his/her Unit, or permit his/her family, servants, employees, agents, visitors or licensees to do so. In particular, no Unit Owner shall play (or permit to be played in his/her Unit or on the Common Elements appurtenant to it) any musical instrument, phonograph, television, radio or the like in a way that unreasonably disturbs or annoys other Unit Owners or occupants. All other unnecessary noises such as the playing of pianos and other musical instruments, and slamming doors between the hours of 10:30 p.m. and 8:00 a.m. should be avoided.
 - (b) No radio or television installation or other electric equipment shall be permitted in any Unit if it interferes with the television or radio reception of another Unit.
 - (c) Carpentry, carpet-laying, picture-hanging, or any trade (or do-it-yourself work) involving hammer work, etc., must be done between the hours of 8:00 a.m. and 5:00 p.m. on Monday through Friday ONLY. No such work shall be done on Saturdays, Sundays, and holidays. Exceptions may be approved by the condominium manager.
20. Nuisance. A Unit Owner shall not permit anything to be done or kept in his/her Unit which will increase the insurance rates on his/her Unit, the Common Elements, or any portion of the Condominium or obstruct or interfere with the rights of other Unit Owners or the Association. A Unit Owner shall not commit or permit any nuisance, immoral or illegal act in his/her Unit or the Common Elements.
21. Obstructions. The entranceways, sidewalks, parking spots and similar portions of the Common Elements must be kept open and shall not be obstructed, littered, defaced or misused in any manner and shall be used only for ingress and egress to and from the Condominium Property. No carts, bicycles, carriages, chairs, tables or other objects shall be stored in these areas.
22. Odors. No noxious or unusual odors shall be generated in such quantities that they permeate to other Units and become annoyances or become obnoxious to another Unit Owner. Normal

cooking odors, normally and reasonably generated, shall not be deemed violations of this regulation.

23. Pets. Pets, birds and fish shall neither be kept nor maintained in or about the Condominium Property except in accordance with the provisions of the Declaration and the following:

(a) Each Unit Owner (regardless of the number of Owners), may maintain no more than TWO (2) household pets in a Unit, to be limited to two (2) domestic dogs under 60 pounds each or two (2) domestic cats, or one (1) fish tank not to exceed fifty-five (55) gallons. Notwithstanding the foregoing, no Unit owner may keep in or on the Condominium Property any dangerous breed dogs including, but not limited to, Pit Bulls, Rottweilers, Chows, etc. Unit Owners must pick up all solid wastes of their pets and dispose of such waste appropriately. All pets, including cats, must be leashed at all times when outside the Unit. Pets may not be kept in the Common Elements or in Limited Common Elements, or other public areas of the Condominium. **No pets shall be allowed at any time in the pool or pool areas.** No reptiles or wildlife shall be kept in or on the Condominium Property (including Units). Violation of the provisions of this Subsection shall entitle the Association to all of its rights and remedies including, but not limited to, the right to fine Unit Owners (as provided in any applicable rules and regulations and the Declaration) and/or to require, through order of the Board, any pet to be permanently removed from the Condominium Property.

(b) No dog or cat shall be permitted outside of its Owner's Unit unless attended by an adult and on a leash not more than six (6) feet long. No reptiles or wildlife shall be kept in or on the Condominium Property (including Units).

(c) No domestic bird of a variety which will omit sounds that can be heard in contiguous units may be kept by a Unit Owner in a Unit.

(d) A Unit Owner may permit their lessee to keep ONE approved pet. The lessee will be bound by these rules and Unit Owner held responsible for compliance.

(e) Unit Owners must immediately collect and clean-up any feces from pets upon the Condominium Property and this activity should take place **outside** of the gated areas of the Astoria Common Areas.

(f) The Unit Owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the condominium. If a dog or any other animal becomes a nuisance and/or is obnoxious to other Unit Owners by barking or otherwise, the Unit Owner must correct the problem within seven (7) days, and, if not corrected, the Unit Owner, upon written notice by the Association, will be required to remove the animal.

(g) Pets shall not be permitted to become nuisances to Unit Owners or occupants of Units and are subject to removal from the Condominium at the discretion of the Board of Directors after a hearing conducted in the same manner as hearings for fines.

24. Plumbing. Plumbing and plumbing fixtures shall not be used for any purposes other than those for which they are installed. No sweepings, rubbish, rags or other foreign materials shall be disposed of in toilets. The cost of any damage resulting from misuse shall be borne by the Unit Owner causing the damage. Cooking grease and oils **MAY NOT** be disposed of in the sink drain, garbage disposal or commode, separate containers must be used for disposal of such materials.

25. Responsibility for Deliveries. Unit Owners shall be liable for all damages to the building caused by receiving deliveries, or moving or removing furniture or other articles to or from the

building. The Association must be notified by any Unit Owner, prior to any interior construction to a Unit, or any delivery or removal of furnishings or bulk trash to or from that Owner's Unit. If any large items need to be disposed of, the owner must contact the Manager and advise the Association of the items being disposed.

26. Roof. Unit Owners, their families and guests are not permitted on the roof for any purpose.
27. Rules and Regulations Enforcement. These Rules and Regulations will be enforced as follows:
 - (a) Violations should be reported to the manager of the Association, in writing, and not to the Board of Directors or to officers of the Association.
 - (b) Violations will be called to the attention of the violating Unit Owner by the manager. The manager will also notify the Board of Directors.
 - (c) Disagreements concerning violations will be presented to, and be judged by, the Board of Directors, which will take appropriate action.
 - (d) Unit Owners are responsible for compliance by their family members, guests, invitees, employees and lessees with these rules and regulations.
28. Signs. With the exception of signs used or approved by the Board of Directors, no signs, advertisements, notices or lettering may be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Common Elements or Common Areas, or any part of a Unit, to the property or right of way to the property, so as to be visible outside the Unit or the property.
29. Solicitation. There shall be no solicitation by any person anywhere in the building for any cause, charity, or any purpose whatever, unless specifically authorized by the Board of Directors.
30. Storage. Each Unit Owner's personal property must be stored within the Unit.
31. Telephones. All residents (owners and tenants) must maintain some kind of telephone service (direct line, cell phone or other) and advise the Association of said telephone number where they can be reached at all times.
32. Trash. All trash, garbage and refuse from the Units shall be deposited with care in garbage chutes intended for that purpose. Boxes too large for the chutes should be left in the trash rooms. Any construction debris must be removed by contractor at contractor's expense. Garbage and other refuse shall be placed in sealed garbage bags and placed by hand, in designated trash chutes. No garbage or garbage containers may be kept outside of the Unit either on porches, patios, Common Elements, or Limited Common Elements.
33. Use and Occupancy. All Units shall be used for residential purposes only. In no event shall occupancy (except for temporary occupancy by **VISITING GUESTS**) exceed two (2) persons for each bedroom contained in a Unit including convertible portions of any Units. The term "temporary occupancy" as used herein shall mean occupancy of the Unit by "guests" not to exceed thirty (30) days. Past 30 days, "guests" become "**TENANTS**" subject to screening, background checks, etc.
Under no circumstances may more than one (1) family reside in a Unit at one time. "Families" or words of similar import used herein shall mean either a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or a group of not more than two (2) persons not so related.

34. Wires, etc. No wiring may be installed or placed on the exterior of any Unit and no roof may be penetrated for any purpose. The exterior of a Unit may not be penetrated for any purpose.
35. Weight Limitations. No Unit Owner shall cause to be placed any weight on any portion of his/her Unit which shall interfere with the structural integrity of the building.
36. Parking and Vehicle Restrictions.
- (a) Improper or non-conforming, and unregistered vehicles will be towed by the Association at the Unit Owner's expense and liability, subject to applicable provisions of law.
 - (b) Delivery or repair vehicles must park in guest spaces only.
 - (c) No Owner or guest may park in a parking space that has been assigned to another Unit Owner.
 - (d) The Association may grant special permission for parking in non-assigned parking spaces.
 - (e) Motorcycles must provide reinforcement materials under the kickstand to avoid making holes in the pavement.
 - (f) No loud or modified muffler vehicles shall be allowed.
 - (g) Bicycles, mopeds, tricycles, scooters (motorized or not) shall not be parked in front or sides of buildings or on terraces or patios.
 - (h) No vehicle washing, repair or maintenance shall be allowed.
 - (i) No vehicle shall be parked on any lawn or grassed area, sidewalks, curbs, landscaped area, traffic lanes, any area not striped and marked for parking, dumpster pads, or in any manner that will obstruct traffic.
 - (j) No parking space or driveway may be blocked.
 - (k) Any vehicle with lettering or graphics will be considered as commercial vehicle and prohibited from parking.
 - (l) Parking in handicapped spaces will be allowed only by permit.
 - (m) No vehicle shall be allowed to drip oil or other hydro carbons onto the driveways or parking areas.
 - (n) No skateboards, motorized vehicles or bicycles shall be allowed on any walking path or sidewalk.
37. Miscellaneous.
- (a) No garage sales or yard sales shall be allowed.
 - (b) No storage of any type shall be permitted connected to terrace or patio spaces.
 - (e) Any Unit Owner who is renting the Unit shall provide in the Unit lease that lessee is bound by all Rules and Regulations contained herein as well as all recorded governing documents of the Association.
 - (f) When leaving the Astoria for a few weeks, you must **SHUT OFF MAIN WATER VALVE BEHIND THE WATER HEATER**, thus avoiding possible costly disasters.

38. Resale or Re-Leasing Units.

(a) No signage for sale by owner or a realtor will be permitted in or on a Unit, or on Limited Common Elements or Common Areas, or in the right-of-way adjacent to the Condominium Property or Common Areas.

(b) Potential buyers or tenants must be escorted personally by the Owner, Lessor or their agents when showing the Unit or Common Areas.

39. Association Approval of Lease and Tenants.

(a) The Association must approve all applications and leases, lease renewals.

(b) The Owner of the Unit to be leased must provide an application form approved by the Association with an agreement from the potential candidate granting permission to the Association to check the potential candidate's credit and criminal records.

(c) A Unit Owner shall be prohibited from leasing his/her unit for more than three (3) separate terms within a one (1) year period for a term of not less than ninety (90) days and not more than twelve (12) months.

(d) No lease, lease renewal or sale will be considered if the Unit Owner is delinquent in the payment of any outstanding charges payable to the Association, including, late fees, and legal expenses.

(e) Prior to approval of lease and tenant(s) by Association, Owner of the Unit, tenant(s), and Association must enter into an Addendum to Lease Agreement whereby Owner and tenant(s) agree that should Owner default in the payment of assessments to the Association at any time during tenant(s) lease term, then Association shall have the right to collect all rental payments due to Owner from tenant and tenant shall deliver all rental payments to Association instead of Owner and Association will apply same against unpaid assessments. Failure to follow the Association's request will result in **tenant eviction**.

40. Compliance and Default. Each Unit Owner and every occupant, lessee, guest, agent, employee or contractor of a Unit Owner and the Association shall be governed by and shall comply with the terms of the Declaration and all exhibits annexed thereto, and the rules and regulations adopted by the Board of Directors, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Condominium Act:

(a) Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement, whether to the Common Elements, Limited Common Elements or to Association Property, the Unit or the Unit Owner's personal property or to the personal property of the Association or other Unit Owners, including, but not limited to, repair after casualty, made necessary by his/her violation of any portion of the Declaration or other Association governing documents or by his/her negligence or intentional misconduct or by that of any member of his/her family or his/her guests, tenants, lessees, agents, employees or contractors, but only to the extent such expense is not met by the proceeds of insurance actually collected by the Association. Any such expense advanced by the Association, together with interest, costs and attorneys' fees, shall be secured by a lien against the Unit enforceable in the same manner as an Assessment.

(b) Compliance. In the event a Unit Owner or occupant fails to comply with such Unit Owner's obligations under these Rules and Regulations or fails to observe and comply with any provisions of the Declaration, the By-Laws, and the Articles of Incorporation of the Association, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Association shall have the right to

proceed in a court of equity to require performance and/or compliance, to sue in a court of law for damages, and levy a special charge against the Unit Owner and the Unit for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance. Such charge, together with interest, costs and attorneys' fees, shall be secured by a lien against the Condominium Parcel, enforceable in the same manner as Assessments.

ASTORIA

1409 Post Oak Blvd., Houston, Texas 77056

MOVE IN/OUT ACKNOWLEDGMENT AND ELEVATOR RESERVATION

Unit No.	Date/Time Slot
Primary Resident/Occupant Name	(Circle one) Owner / Lessee
Home Phone	Office or Cell Phone

MOVING DELIVERY COMPANY

Company Name
Contact Person / Phone

SCHEDULING, PAPERWORK & FUNDS REQUIRED BEFORE MOVE IN/OUT:

- Move In/Out must be scheduled at least 7 days in advance with the Management office to reserve a slot.
- A Move In/Out Policy and Elevator Reservation Form must be signed and returned by the Resident, including a copy of the moving company's Certificate of Liability Insurance.
- \$1,000 refundable deposit made payable to the Astoria COA must be received.
- Payment for Astoria Management to manage the move in/out (\$35/hr.) must be received - 4 hour move \$140; 8 hour move \$280. Check made payable to the Astoria COA.
- If approved by Management and if the elevator is available, the use of the elevator can be extended at an hourly rate of \$50.00.

MOVE IN/OUT AND/OR DELIVERY PROCEDURES:

- Move In/Out are Monday through Friday, 8:00AM to 5:00 PM. No weekends or holidays. Movers must be off the property by 5:00PM and not arrived before 8:00AM, no exceptions. No moving is allowed through the front lobby.
- 1/2 day moves are from 8 AM – 12PM and 1PM – 5PM. Full day moves are from 8AM – 5PM. 1/2 day moves must commence within an hour of the scheduled time; full day moves within 2 hours of the scheduled time.
- Deliveries must be scheduled with upon notification from the delivery company, no less than four (4) hours). (i.e. Best Buy, etc.). The delivery company must provide a current Insurance Certificate to the Management Office upon delivery.
- All moving/delivery company personnel (supervisor and employees) must sign in at the Concierge desk and leave their driver's licenses with the Concierge. At that time, each moving company employee will receive an "Astoria" badge from the Concierge. When the move in/out is complete and the "Astoria" badges are returned to the Concierge, the drivers licenses will be returned to the moving company staff.
- The moving company must provide a current Insurance Certificate to the Management Office no later than 72 hours prior to the scheduled move. The certificate holder needs to be listed as: The Astoria COA, 1409 Post Oak Boulevard, Houston, TX 77056.

MOVING/DELIVERY COMPANY INSTRUCTIONS (MOVER MUST READ & ACKNOWLEDGE THESE RULES THE DAY OF THE MOVE):

- Violation of these procedures will result in a reduction of the Resident's refundable deposit.
- Only the service elevator may be used. Management and the Concierge will see that the moving company has priority use of the service elevator, however, exclusive use of this elevator cannot be guaranteed. Our daily operations often require use of the service elevator.
- The movers may hold the service elevator only while loading and unloading goods. When the movers are not using the elevator for immediate loading and unloading, they must release the elevator.
- Movers are not permitted to use the Resident elevators at any time.
- No items (moving equipment, furniture, tools, etc.) may be stored temporarily or left in the hallways, elevator lobbies or garage area. Furniture must be moved directly from the truck to the unit.
- Movers must use their own equipment and may not use any carts or dollies belonging to the Astoria.
- The moving/delivery company must remove all cartons, crates, packing material and/or construction debris from the Property. The trash receptacles of the building are not available for moving/construction debris.
- In no event may packing materials be placed in the trash chute or left anywhere in the building. Oversize items (over 9') that will not fit into the service elevator must be transported via stairs.
- All hallway carpet from the service elevator to the unit front door must be covered with a floor protector (Masonite or heavy cardboard that is duct taped together) before transporting the materials, tools, supplies, etc. to the unit. Movers are responsible for all clean up.
- All work, including cutting, painting, carpentry, etc. must be performed inside the unit or off the premises. The hallways are not available as a work area.
- Prior to commencement of the move/delivery, the movers and resident will be walked through the service elevator and hallways that will be used during the move and any and all existing damage to the elevator and/or hallways will be noted. After the move is complete, a walk-through of the same areas will be made and any new damage to the hallways and/or elevator will be noted. A bill for any additional, new damage and/or loss to the Astoria will be presented to the moving company at this time. Any moving company who fails to pay for the damages will be prohibited from conducting any further moves at the Astoria.
- All employees of the moving company shall be dressed in clean working clothes.
- Noise levels are to be kept to a minimum.
- No vehicle may block the driveways.

FAILURE TO COMPLY WITH ANY OF THESE RULES & REGULATIONS WILL RESULT IN FINES FOR THE VIOLATION AS STATED IN THE RECORDED FINE POLICY.

The approximate dimensions of the service elevator

Elevator	Elevator Cab
Height	9'
Depth	5'5"
Width	6'8"

The approximate dimensions of the Garage entrance are:

Garage entrance Clearance	10' 4"
---------------------------	--------

ACKNOWLEDGEMENT by the Unit Owner, Leasing Resident, and Moving Company:

I/we agree that all work performed or delivered to improve and/or furnish my condominium Unit by the above party (Moving Company) is to be performed on my behalf, by such party as my agent. I assume full responsibility for damages caused by such agent, whether to any person or property and hereby agree to

indemnify and hold harmless the Astoria Condominium Owners Association, Inc. (the "Association") for any damages claimed by any party.

Signed	Date
--------	------

Unit Owner Signature

Signed	Date
--------	------

Leasing Resident Signature

Signed	Date
--------	------

Moving Company Signature

ASTORIA

1409 Post Oak Blvd., Houston, Texas 77056

Rules & Regulations Regarding All Construction Projects

Dear Unit Owners of Astoria & Contractors:

According to the governing documents regarding the Rules & Regulations of the Astoria Condominium Owners Association, Inc, you must comply with the following rules listed in this policy.

Construction Rules & Regulations:

- The loading dock overhead door will remain closed. Contractors will need to call the front desk by pressing the intercom button located at the exterior of the building by the loading dock overhead door.
- All doors, including the double doors to the garage at the lobby elevator area and all doors on the garage elevator lobby levels will remain locked at all times. No propping of doors will be allowed.
- All contractors will need to sign in at the front desk and provide their driver's license.
- The General Contractor must submit a current Certificate of Insurance, a schedule and date of completion. A construction deposit of \$1,000, check or money order made payable to Astoria COA, must be made in full prior to commencing work, accompanied with the Contractor Construction Form prior to any and all construction within an individual unit. The definition of construction includes but is not limited to flooring, lighting, painting, tile work, cabinetry, countertops, backsplash, drywall, electrical, etc.
- The construction deposit will be refunded to you **provided there has been no damage** to any areas of the Building. Repairs for any damage to walls, floors, hallways, garage gate or elevators caused by a Resident's construction will be charged to the Owner respectively. The common areas will be pre and post inspected.
- Hours for Construction: Monday – Friday 8:00 AM – 4:30 PM.
- Contractors must be out of the Condominium by 5:00 PM.
- Contractors and workers must take trash out daily. No trash is allowed to be placed in the trash chutes. No chemicals, including dirty water with chemicals, can be poured on property, which includes grass areas, drains, sinks, toilets, etc.
- All Contractors and Workers must sign in at the Front Lobby Desk before entering a Unit.
- All common area hallways (carpet & walls) must be protected with clear 6 mill plastic sheeting to eliminate dirty foot traffic and protect from equipment while working hours.
- All construction, which is not limited to heavy equipment and/or painting and flooring, must go through the garage, staging area by the elevator.
- Contractors and workers must use designated service Elevator (only) that has been protected. Any damage to elevators will be charged to the owner. If elevator is shared, workers must wait their turn.
- Parking – no vehicles may be parked, even temporarily, in spaces reserved for others, in fire lanes, or handicap space.
- Contractors and workers must clean up after themselves. This includes elevator, stairwell, hallways, parking area, etc

No work will be allowed on Saturday and/or Sunday.

***In reference to construction to any limited common elements, and according to the governing documents regarding the Rules & Regulations of the Astoria Condominium Owners Association, Inc, you must comply with the following rules:

ASTORIA CONDOMINIUM ASSOCIATION

BOARD RESOLUTION ESTABLISHING A FINE POLICY FOR SHORT-TERM LEASES/RENTALS

Upon violations of the provision in the Rules regarding Units being leased for less than 12 months, The Association shall give an owner/occupant in violation a written notice via certified mail, return receipt requested: 1) describing the violation 2) stating the amount of the proposed fine, 3) advising the owner that not later than the 30th day after the date of the notice, a hearing before the Board of Directors may be requested to contest the fine, and 4) allowing the owner a reasonable time, by a specified date, to cure the violation and avoid the fine. If a request for a hearing to contest the fine is received within the specified timeframe, a hearing shall be scheduled on a date and time set by the board of Directors. The hearing shall occur within 30 days from the date of the owner/occupant's request for a hearing. After the hearing or if the owner/occupant fails to timely request a hearing, the Association, acting through its Board of Directors, is hereby authorized to levy fines as follows

- (a) Short-term Leasing/Rentals Advertising: There will be a fine of \$750.00 for each occurrence of an Owner/Occupant advertising, in any form or medium, their Unit for any lease or rental that is less than 12 months. Owners/Occupants in violation for advertising their Unit for short-term leases/rentals, when provided with written notice of the violation by the Association, will be instructed to cease advertising and /or remove the advertisements on the date they receive the notice.
- (b) Active/Open/Ongoing Short-Term Leasing/Rental Violation: There will be a fine of \$3,000.00 per day for each incident/occurrence of an owner/occupant leasing or renting their unit for less than 12 months

BE IT FURTHER RESOLVED: The Astoria Condominiums Association through its Board of Directors is hereby authorized to impose lesser fines or no fine at all for violations of the Short-Term Leasing provision as determined by the Board of Directors should not be construed as a waiver of the Governing Documents.

ASTORIA CONDOMINIUM ASSOCIATION

BOARD RESOLUTION ESTABLISHING POLICY PROHIBITING OPERATION OF A BUSINESS

1. Each Unit within the Astoria Condominiums is to be used solely for residential purposes.
2. No commercial activities are allowed to be conducted in a condominium unit and/or in the common elements of the building (i.e. Fitness room, residents' lounge, meeting room, guest suite, pool, pool deck & grill area, parking garage).
3. No commercial, manufacturing, industrial or business activity that creates any;
 - a) Nuisance;
 - b) Liability exposure such as customer/client/patient traffic;
 - c) Noise;
 - d) Traffic or parking congestion;
 - e) Odors or vibrations; or
 - f) Other activity that might detract from the peaceful and residential character of the project, are permitted within the Astoria Condominiums Building.
4. Consistent with the prohibitions stated in paragraph one above, it shall be a violation of the Astoria Condominiums Rules to commit any of the following acts within the Astoria Condominiums building:
 - Training a client or clients or any group of persons in the fitness room;
 - Selling tickets to events held in the residents' lounge;
 - Selling any items in the residents' lounge (books, wine);
 - Transacting business involving the exchange of money on a recurring basis; and
 - Engaging in illegal business (drugs, prostitution).

LEASING FEES

Lease Origination:	\$	150.00 for new tenant lease review
Orientation of New Residents:	\$	150.00 for new tenant lease review

FINE POLICY

Upon violation of any of the Astoria Condominium Governing Documents, the Association shall give an owner/occupant in violation a written notice via certified mail, return receipt requested: 1) describing the violation, 2) stating the amount of the proposed fine, 3) advising the owner that not later than the 30th day after the date of the notice, a hearing before the Board of Directors may be requested to contest the fine, and 4) allowing the owner a reasonable time, by a specified date, to cure the violation and avoid the fine. If a request for a hearing to contest the fine is received within the specified time frame, a hearing shall be scheduled on a date and time set by the Board of Directors. The hearing shall occur within 30 days from the date of the owner/occupant's request for a hearing. After the hearing or if the owner/occupant fails to timely request a hearing, the Association, acting through its Board of Directors, is hereby authorized to levy fines as follows (depending on the violation, fines may be levied before a hearing is requested, but if a hearing is requested timely it must still take place to review the fine):

PET VIOLATIONS

PET WASTE**

First Violation:	\$250.00
Second Violation:	\$300.00
Third Violation:	\$350.00
Each Additional Violation:	\$400.00

-Plus clean-up costs

PET ENDANGERMENT

First Violation:	\$400.00
Each Additional Violation:	\$450.00

PET ON RESTRICTED AREAS**

First Violation:	\$150.00
Second Violation:	\$200.00
Third Violation:	\$250.00
Each Additional Violation:	\$300.00

NON-COMPLIANT PETS

Each Violation:	\$250.00
-----------------	----------

-Plus \$50.00 per day until cured

-The non-compliant pet is subject to immediate removal

EXCESSIVE NUMBER OF PETS

Each Violation: \$250.00

- Plus \$50.00 per day until cured
- Additional pets are subject to immediate removal

PET DAMAGE

Each Violation: \$250.00

- Plus repair/replacement costs

DANGEROUS PET

Each Violation: \$50.00 per day

- Dangerous pets are subject to immediate removal

RESIDENTIAL VIOLATIONS

EXCESSIVE NOISE*

First Violation: \$300.00
Second Violation: \$350.00
Third Violation: \$400.00
Each Additional Violation: \$450.00

NOTICEABLE ODORS**

First Violation: \$300.00
Second Violation: \$350.00
Third Violation: \$400.00
Each Additional Violation: \$450.00

- Two written notifications will be sent to Owner/Occupant before fines will be imposed

NON-APPROVED LEASE

Each Violation: \$300.00

- Plus \$150 fine per day until cured
- These are for non-approved leases other than short-term leases and rental violations. Please see the Fine Policy for Short-Term Leases/Rentals for more information.

CONDUCTING BUSINESS IN UNIT

First Violation: \$300.00
Second Violation: \$350.00

Third Violation: \$400.00
Each Additional Violation: \$450.00

VIOLATIONS OF THE CONTRACTOR
CONSTRUCTION POLICY

First Violation: \$150.00
Second Violation: \$200.00
Each Additional Violation: \$250.00

UNRETURNED CARTS

First Violation: \$100.00
Second Violation: \$50.00
Each Additional Violation: \$200.00

BALCONY AND TERRACE VIOLATIONS

THROWING ITEMS TO LOWER LEVELS

First Violation: \$250.00
Second Violation: \$300.00
Third Violation: \$350.00
Each Additional Violation: \$400.00

-Plus clean-up costs

TRASH OR DIRT**

First Violation: \$150.00
Second Violation: \$200.00
Third Violation: \$250.00
Each Additional Violation: \$300.00

NON-COMPLIANT ITEMS

Each Violation: \$50.00

-Non-compliant items are subject to immediate removal

SECURITY AND SAFETY VIOLATIONS

SECURITY BREACH

First Violation: \$200.00
Second Violation: \$250.00
Third Violation: \$300.00
Each Additional Violation: \$350.00

NON-COMPLIANT GUESTS**

First Violation: \$200.00
Second Violation: \$250.00

Third Violation: \$300.00
Each Additional Violation: \$350.00

ILLEGAL GUEST ACCESS**

First Violation: \$250.00
Second Violation: \$300.00
Third Violation: \$350.00
Each Additional Violation: \$400.00

DISCHARGE OF FIREARMS OR FIREWORKS

First Violation: \$450.00
Each Additional Violation: \$500.00

-Plus clean-up costs
-This violation may result in termination of a tenant's lease

THREATS TO PERSONNEL OR RESIDENTS

First Violation: \$250.00
Second Violation: \$300.00
Each Additional Violation: \$350.00

DAMAGE TO SECURITY ITEMS

First Violation: \$250.00
Second Violation: \$300.00
Third Violation: \$350.00
Each Additional Violation: \$400.00

-Plus repair/replacement costs

UNAUTHORIZED WORK

Each Violation: \$500.00

-Plus costs to repair damages/restore to original condition
-Work must be immediately ceased until Association approval is obtained

CLUB ROOM/GYM/POOL/GUEST SUITE VIOLATIONS

SMOKING IN RESTRICTED AREA**

First Violation: \$200.00
Second Violation: \$250.00
Third Violation: \$300.00
Each Additional Violation: \$350.00

EXCESSIVE NOISE

First Violation: \$200.00

Second Violation:	\$250.00
Third Violation:	\$300.00
Each Additional Violation:	\$350.00

-Violation may also result in loss of rental deposit

DAMAGE OR VANDALISM**

First Violation:	\$250.00
Second Violation:	\$300.00
Third Violation:	\$350.00
Each Additional Violation:	\$400.00

-Plus repair/replacement costs

ILLEGAL ACTIVITIES OR USE

First Violation:	\$250.00
Second Violation:	\$300.00
Third Violation:	\$350.00
Each Additional Violation:	\$400.00

AFTER HOURS USE

First Violation:	\$200.00
Second Violation:	\$250.00
Third Violation:	\$300.00
Each Additional Violation:	\$350.00

EXCESSIVE TRASH OR DIRT

First Violation:	\$250.00
Second Violation:	\$300.00
Third Violation:	\$350.00
Each Additional Violation:	\$400.00

-Plus clean-up costs

NON-COMPLIANT ACTIVITIES

First Violation:	\$250.00
Second Violation:	\$300.00
Third Violation:	\$350.00
Each Additional Violation:	\$400.00

GLASS ITEMS WITHIN POOL AREA

First Violation:	\$350.00
Second Violation:	\$400.00
Third Violation:	\$450.00
Each Additional Violation:	\$500.00

THEFT OF PROPERTY

First Violation:	\$250.00
Second Violation:	\$300.00
Third Violation:	\$350.00
Each Additional Violation:	\$400.00

-Plus costs to replace stolen item, if applicable

THROWING ITEMS AROUND AND/OR FROM THE POOL DECK

First Violation:	\$200.00
Second Violation:	\$250.00
Third Violation:	\$300.00
Each Additional Violation:	\$350.00

-Plus clean-up costs

PARKING/GARAGE VIOLATIONS

UNAUTHORIZED PARKING

First Violation:	\$100.00
Second Violation:	\$150.00
Third Violation:	\$200.00
Each Additional Violation:	\$250.00

-The offending vehicle may be towed at the owner's expense

VEHICLE REPAIRS

First Violation:	\$100.00
Second Violation:	\$150.00
Third Violation:	\$200.00
Each Additional Violation:	\$250.00

EXCESSIVE FLUID LEAKS

First Violation:	\$100.00
Second Violation:	\$150.00
Each Additional Violation:	\$200.00

-Plus clean-up costs

STRUCTURAL DAMAGE

Each Violation:	\$	200.00
-----------------	----	--------

-Plus repair/replacement costs

HAZARDOUS ITEMS

Each Violation:	\$	200.00
-----------------	----	--------

- Plus fine of \$25.00 per day until cured
- The offending item(s) may be subject to immediate removal

NUISANCE STORAGE IN GARAGE

First Violation:	\$	150.00
Second Violation:		\$200.00
Third Violation:		\$250.00
Each Additional Violation:		\$300.00

- The offending item(s) may be subject to immediate removal

DAMAGE TO GATE

- Cost to repair/replace gate

RECKLESS DRIVING, TEXTING WHILE DRIVING, OR SPEEDING

First Violation:		\$200.00
Second Violation:		\$250.00
Third Violation:		\$300.00
Each Additional Violation:		\$350.00

UNAUTHORIZED CAR WASHING

First Violation:		\$100.00
Second Violation:		\$150.00
Third Violation:		\$200.00
Each Additional Violation:		\$250.00

UNREGISTERED VEHICLE

First Violation:		\$100.00
Second Violation:		\$150.00
Third Violation:		\$200.00
Each Additional Violation:		\$250.00

- The offending vehicle may be towed at the owner's expense if parked or stored in an unauthorized area

STORAGE OF VEHICLES IN UNRESERVED PARKING SPACES

Each Violation:	\$	50.00
-----------------	----	-------

ABANDONED VEHICLE

- Abandoned vehicles will be towed at the owner's expense

LOBBY/ELEVATOR VIOLATIONS

EXCESSIVE NOISE*

First Violation:		\$200.00
------------------	--	----------

Second Violation:	\$250.00
Third Violation:	\$300.00
Each Additional Violation:	\$350.00

TRASH OR DIRT**

First Violation:	\$150.00
Second Violation:	\$200.00
Third Violation:	\$250.00
Each Additional Violation:	\$300.00

DAMAGE OR VANDALISM

First Violation:	\$250.00
Second Violation:	\$300.00
Third Violation:	\$350.00
Each Additional Violation:	\$400.00

-Plus repair/replacement costs

UNAUTHORIZED NOTICES

First Violation:	\$200.00
Second Violation:	\$250.00
Third Violation:	\$300.00
Each Additional Violation:	\$350.00

-Plus clean-up costs

NON-COMPLIANT USE

First Violation:	\$150.00
Second Violation:	\$200.00
Third Violation:	\$250.00
Each Additional Violation:	\$300.00

UNAUTHORIZED USE OF FREIGHT ELEVATOR

First Violation:	\$150.00
Second Violation:	\$200.00
Third Violation:	\$250.00
Each Additional Violation:	\$300.00

BUILDING STRUCTURE VIOLATIONS

INTERNAL OR EXTERNAL UNIT ALTERATIONS

-Repair/replacement costs or costs to restore to original condition (see Section 6.1 of the Declaration)

DAMAGE OR VANDALISM

First Violation:	\$250.00
Second Violation:	\$300.00

Third Violation: \$350.00
Each Additional Violation: \$400.00

-Plus repair/replacement costs

DOOR ALTERATIONS

Each Violation: \$250.00

-Plus a \$50.00 per day fine until violation is cured
-Door must be immediately restored back to original condition

NON-COMPLIANT DECORATIONS

First Violation: \$150.00
Second Violation: \$200.00
Third Violation: \$250.00
Each Additional Violation: \$300.00

DAMAGE TO OTHER UNITS

Each Violation: \$500.00

-Plus repair/replacement costs

UNAUTHORIZED WORK

Each Violation: \$250.00

-Plus repair/replacement costs
-Work must be immediately ceased until Association approval is obtained (see Section 6.1 of the Declaration)

If a representative of the Association believes a crime is being or has been committed, law enforcement will be immediately notified.

BE IT FURTHER RESOLVED: The Astoria Condominium Owners Association through its Board of Directors is hereby authorized to impose lesser fines or no fine at all for violations of the governing documents as determined by the Board of Directors in its sole and absolute discretion. Any adjustment to the fine amounts by the Board of Directors should not be construed as a waiver of the Governing Documents.



1409 Post Oak Blvd., Houston, Texas 77056

CONFIDENTIAL HOMEOWNER/RESIDENT INFORMATION SHEET

We would appreciate your cooperation in providing our office with the following information. you are assured that this information will be kept in the strictest of confidence. the purpose of the request is to maintain proper records and to have emergency contact information on file. please complete and return a copy to the front desk concierge as soon as possible. should any information be CHANGED, please contact us immediately.

CONTACT INFORMATION:

UNIT NO: _____

Resident 1: _____ Resident 2: _____

Home Tel.: _____ Home Tel.: _____

Bus Tel.: _____ Bus Tel.: _____

Cell: _____ Cell: _____

E-mail Address Resident 1: _____

E-mail Address Resident 2: _____

VEHICLE INFORMATION:

Vehicle 1 - Make _____ Model: _____

Year: _____ Color: _____

EZ Tag # _____ State: _____

Space Assignment: _____

Vehicle 2 -

Make _____ Model: _____

Year: _____ Color: _____

Tag # _____ State: _____

Space Assignment: _____

EMERGENCY CONTACT NAME

Name/Relationship	Phone or Email
Name/Relationship	Phone or Email

Authorized Family Members, and Guest Allowed Access

SPECIAL NEEDS

Do any of the above residents have restricted mobility or a medical condition requiring special attention in the event of an emergency?

If yes, please explain (e.g., wheelchair, oxygen, vision/hearing impaired)

Signed	Date
--------	------

ASTORIA

1409 Post Oak Blvd., Houston, Texas 77056
Residents Lounge Event Checklist

Received on _____ by: _____

Reviewed on _____ by: _____

Name: _____

Owner: _____ Renter: _____ Unit Number: _____

Day Phone: _____ Evening Phone: _____

Date of Event: _____ Time of Event: _____

Social Room Requested: _____ Number of Guests: _____

Resident Lounge Maximum Guest: 40 guests

For office use only

EVENT CHECK LIST:

- 1. Resident Lounge Reservation Application _____
- 2. Security Deposit Check in the amount of \$500 CK # _____
- 3. Guest List-ALL guests are required to Valet _____
- 4. Confirmed pricing with the Valet Service for the additional service _____
- 5. Release & Indemnity signed. _____
- 6. Proof of Homeowners liability coverage. _____
- 7. Proof of Host Liability Insurance in the amount of \$1 million
plus \$1 million umbrella insurance over it (additional liability
insurance to serve alcohol in the room) _____
- 8. Homeowner must be current on all dues. _____

***You must provide Management/Front Desk with the above mentioned documents TWO (2) weeks in advanced to reserve Residents Lounge.**

Notes:

- The Guest List must be provided to Front Desk 1 week prior to event. Failure to do so will result in cancellation of event.
- Checks for Security Deposit must be personal check, cashier's check or money orders. Cash is not accepted.

RESIDENTS LOUNGE FORM (cont'd)

This is an agreement between **Astoria COA, INC.** ("Association") and _____, Owner/Lessee of Unit _____ for the exclusive use of the Residents Lounge on _____ [Date] for _____ [Purpose] for guests totaling _____.

I/We will be present at the function and will be responsible for ensuring that my/our guests do not violate any of the Association's Rules and Regulations nor cause any damage to the Condominium property. **NOTE: REMOVAL OF ANY FURNITURE FROM THE SOCIAL/PARTY ROOM AND/OR THE ATTACHMENT OF ANY DECORATIONS TO THE WALLS OR OTHER SURFACES OF THE SOCIAL/PARTY ROOM ARE STRICTLY PROHIBITED.**

I/We agree to deposit with Management for the benefit of the Association, the sum of **\$500.00 as a refundable security deposit** toward the cost to repair/correct any damages which may occur to the Condominium property as a result of the function. Payment is via personal check/money order payable to Astoria COA, Inc. **I/We acknowledge and agree that the Association will deposit this check, and this check must clear the Association's account prior to the scheduled event date.** I/We acknowledge and agree that all reservations must be made with the Management Office fourteen (14) days in advance. I/We acknowledge and agree that the Association will bill me/us and I/we will pay for any repairs in excess of the security deposit and further acknowledge and agree that such excess damage may be invoiced through my/our monthly assessment account with all collection privileges currently in place in such account. In the event there is no damage or other loss sustained by the Condominium as a result of this function, I/we understand that the security deposit will be refunded to me/us.

I/We are responsible for making parking arrangements/additional service expense (not an Association cost) in advance with the Valet Attendant.

I/We understand that if I/we intend to serve alcoholic beverages at the function, I/we must obtain **Host Liability Insurance** (additional liability insurance to serve alcohol), and provide a copy of the insurance certificate to Management/Front Desk with this reservation form. (You are responsible for having your guests drink moderately).

I/We are solely responsible for cleaning the Resident Lounge after the event has concluded. I/ We will return the facility in the same condition as received such as flooring, walls, furniture, etc.)

I/We are solely responsible for the Equipment after your event has concluded.

I/We acknowledge and agree not to disturb any residents living in the Condominium through excessive noise whether from conversation, playing of musical instruments or stereo sound systems. **All activities MUST CEASE by 10:00 p.m. Sunday through Thursday and by 11:00 p.m. Friday and Saturday.** I / We agree to be responsible to maintain order and courtesy to the neighbors.

[Continued on next page]

RESIDENTS LOUNGE FORM (cont'd)

All children under the age of 16 must have adult supervision while in the pool, lounge and/or media room.

I/We hereby release, indemnify and hold harmless the Association and the Management Company and their respective, members, directors, officers, agents, and employees from and against all claims, damages, losses and expenses, including attorneys' fees at both the trial and appellate level, arising from the damage, theft and/or destruction of the Condominium's property by my/our guests and/or by my/our agents and/or by third parties retained by me/us for purposes of this function.

I/We further acknowledge and agree to abide by the foregoing terms and by the Rules and Regulations of the Association and that my/our failure to do so will result in the immediate forfeiture of my/our security deposit of \$ 500.00.

I/We represent that I/we have read and understand this document and execute it voluntarily and with full knowledge of its significance.

Resident's Signature

Date

Resident's Printed Name/Unit No.

Property Manager's Signature

Date

[Continued on next page]

RESIDENTS LOUNGE FORM (cont'd)

FOR MANAGEMENT USE ONLY

Pre function walk through: _____ a.m./p.m. on _____, 20__.

Comments: _____

Post function walk through: _____ a.m./p.m. on _____, 20__.

Comments: _____

Authorized for refund of security deposit: Yes No

Property Manager's Signature

Date

1409 Post Oak Blvd., Houston, Texas 77056

**COMMON AREA USE
RELEASE & INDEMNITY**

I/We the undersigned homeowners residing at _____, do hereby accept responsibility for the use of the Residents Lounge /Other Common Area within the Astoria on _____, 201___. By accepting responsibility for such use and in consideration of the Astoria Condominium Owners Association, Inc. allowing such use, I/ we hereby agree to:

a) INDEMNIFY, and HOLD HARMLESS the Astoria Condominium Owners Association, Inc.; Principal Management Group of Houston and their respective agents; Contracted Service Companies and their respective employees; directors, officers, employees and contractors, from any and all liabilities, costs, claims, damages, and suits arising, in whole or in part, out of the actions of, or in the participation of the use by, the undersigned, by any family member of the undersigned, any resident of the address shown above, or by any guest of any family member or resident;

b) RELEASE the Astoria Condominium Owners Association, Inc.; Principal Management Group of Houston and their respective agents, Contracted Service Companies and their respective employees; directors, officers, employees and contractors, on behalf of ourselves and any person or entity for whom the undersigned have legal authority to do so, from any claim arising in whole or in part out of the actions of any third party that occur while participating in the use of the designated common area on the designated date;

c) INDEMNIFY, AND HOLD HARMLESS THE ASTORIA CONDOMINIUM OWNERS ASSOICATION, INC.; PRINCIPAL MANAGEMENT GROUP OF HOUSTON AND THEIR RESPECTIVE AGENTS; CONTRACTED SERVICE COMPANIES AND THEIR RESPECTIVE EMPLOYEES; DIRECTORS, OFFICERS, EMPLOYEES AND CONTRACTORS AGAINST ANY CLAIM BROUGHT BY ANY FAMILY MEMBER OF THE UNDERSIGNED, ANY RESIDENT OF THE ADDRESS SHOWN ABOVE, OR BY ANY GUEST OF ANY FAMILY MEMBER OR RESIDENT, ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE ASTORIA CONDOMINIUM OWNERS ASSOICATION, INC.; PRINCIPAL MANAGEMENT GROUP OF HOUSTON AND THEIR RESPECTIVE AGENTS; CONTRACTED SERVICE COMPANIES AND THEIR RESPECTIVE EMPLOYEES; DIRECTORS, OFFICERS, EMPLOYEES AND CONTRACTORS AS IT RELATES TO USE OF THE DESIGNATED COMMON AREA ON THE DESIGNATED DATE.

The Releases and Indemnification provided for herein, include, but are not limited to, any liabilities, costs, claims, damages, and suits arising out of the use of the designated common area on the designated date, or any physical or mental harm resulting from the use of designated common area on the designated date.

Initials:

_____ I/We hereby acknowledge that the Astoria Condominium Owners Association, Inc. has made no representation regarding the condition of the common areas or their suitability for any particular use and is under no obligation to provide and does not provide any security or other protection from any risks to which I/We may be exposed.

_____ I/We hereby accept all responsibility for any family member(s), residents of the above address, and/or guest(s) that participate in the use of the designated common area on the designated date.

HOMEOWNER:

Print Name: _____

Date: _____

**SPOUSE OR OTHER
OWNER/PARTICIPANT:**

Print Name: _____

Date: _____

VALET PROCEDURES

Effective on July 31, 2017

Pull your car into the valet area. If an attendant is there, he will park your car. If an attendant is not there, you will park your car in the staging area (first floor valet garage area), lock your car, take your keys with you and proceed to your unit. You will not need to wait for the valet. In the event that you may need something out of your car, the valet will park all cars in residents' reserved parking spaces or garages so that you will know where your car is parked should you need to retrieve something from it. When you are ready to get your car, you will text the valet, giving 15 minutes notice that you need your car. By the time you get to the valet area, your and he car will be waiting for you.

With these new procedures, requirements of all the Astoria Residents are:

1. A valet key is required for all resident vehicles - All residents wanting to use the valet service MUST provide the valet with a 2nd key to their vehicle. This key will be kept securely by the valet at all times. This new procedure will allow the valet attendant to park and retrieve vehicles without residents being present. Vehicle keys - All car keys will be kept securely behind the concierge desk in a locked cabinet
2. The entire first floor garage area will be "valet only" - Residents will NOT be allowed to park anywhere in the first floor garage level, unless they are making use of the valet service. This entire garage level will strictly be a staging area for vehicles while the valet attendant is out parking other vehicles. If residents violate this new procedure, a violation letter will be sent and fines will be implemented.
3. The valet will be accessible via cell phone - The valet attendant will carry a cell phone at all times; therefore, you can send a text message to the valet requesting your vehicle. Please allow no less than 15minutes for the valet to receive your text message and to retrieve your vehicle to the valet staging area. The cell phone number is: (713) 906-6928
4. All valet cars will be parked in your reserved space and/or parking garage - All residents wanting to use the valet service MUST provide the valet with the access code to your private garage(s) so your car(s) can be parked there. This will free up more unreserved spaces for residents and guests.

Leasing Resident Signature Date

Unit Owner Signature Date

Astoria COA

Authorization to Enter Unit

Tenant Name(s): _____

Landlord Name(s): _____

Address: _____

In case of an emergency, The Astoria COA and its representative will make an attempt to contact both the Tenant & the Landlord. In the event they are not reached, the above-referenced Tenant & Landlord authorize the Astoria COA and its representative to enter the unit in case of an emergency & have provided a key to the Astoria Property Manager for such use. In the event the locks of this unit are changed, the Tenant & Landlord hereby agree to provide the Astoria Property Manager with a new key.

Tenant Signature(s): _____

Date: _____

Landlord Signature(s): _____

Date: _____

Astoria COA

Acknowledgement of Lease Application Package Read

Leasing Resident Name: _____

Address: _____

We, the Unit Owners and the Leasing Residents, acknowledge that we have received the complete Lease Application Package for the Astoria COA.

By signing below, we are stating that we have read and will abide by the contents of the lease application package which contains important policies, procedures, rules and regulations as stated therein.

___ Amendment No. 1 to Rules & Regulations for the Astoria COA

___ Amendment NO. 2 to Rules & Regulations for the Astoria COA

___ Move In/Out Acknowledgment & Elevator Reservation

___ Contractor Construction Policy

___ Short Term Lease/Rental Policy

___ Prohibition of Business

___ Leasing Fees and Fine Policy

___ Resident' Information Sheet

___ Resident's Lounge Event Checklist

___ Access Form authorizing access to Unit in case of an emergency

___ Valet Procedures

Leasing Resident Signature

Date

Leasing Resident Signature

Date

Unit Owner Signature

Date

Unit Owner Signature

Date

