

May 23, 2003

RULES AND REGULATIONS
FOR
VIEUX CARRE CONDOMINIUMS

This document, adopted in its present form by the Vieux Carre Homeowners Association on June 30, 1983, serves as addition to and clarification of Article VII, Section 8, Rules and Regulations, By-Laws of Vieux Carre Condominium Homeowners Association, Inc. Article VII, Section 8, and this document supercedes all other rules and regulations.

Infraction of rules, set up to protect Vieux Carre property and the safety of residents and guests and to comply with city health and fire codes, will carry fines as designated at the end of each such rule, following one written warning.

1. Non-resident Owners. Non-resident owners not living within the general Houston area must designate a local contact to handle daily problems that may arise. Failure to designate such contact will result in a monthly fine of \$75 for each unit involved. The homeowner or local contact must present each tenant with a copy of the Rules and Regulations when the tenant moves in.
2. Sidewalks and Entrances. Sidewalks, entrances, passages and stairways must not be obstructed or used for any purpose other than ingress or egress. Plants and small furniture may be used provided fire codes are observed. (City fire codes require three feet of unobstructed aisle ways.) (Fine: \$25.) The Fire Marshall may make unscheduled inspections.
3. Pets. The condominium documents permit small pets.
 - (a) Consent to keep a pet shall be revoked if the pets prove to be a nuisance. (Fine: \$25.)
 - (b) Dogs must not be permitted outside unless on a leash and accompanied by the resident. Should a guest bring a pet, caution him to use a leash when the pet is outside. (Fine: \$25.)
 - (c) Pets are not allowed in the pool area. (Fine: \$50.)
 - (d) Vieux Carre By-Laws prohibits pets in the pool at any time (Fine: \$150.) Should a complaint be filed with the City Health Department, an inspector will come out and test the water for fecal matter. Should any be detected, the pool could be ordered closed up to a week to be drained, cleaned, refilled, and stabilized.

- (e) Dogs are not permitted to void on the premises. (Fine: \$50.)
4. Aerials. Radio or television aerials, dishes or wires may not be erected on any part of the premises without the approval of the Board of Directors. (Fine: \$50.)
5. Alterations. Any exterior alterations will not be permitted without the approval of the Board of Directors. (Fine: \$100.)
6. Parking. Each condominium has been assigned a parking space. Other provisions must be made for guest parking and the parking of commercial vehicles, boats or trailers. (Fine: \$50.)
7. Swimming Pool Policies.
- (a) Residents should not have more than four guests at the pool without prior permission of the Board of Directors. (Fine: \$25.)
- (b) Visitors, except houseguests, are not permitted and will be asked to leave unless the resident who has invited them is with them at the pool. (Fine: \$25.)
- (c) Since there isn't a lifeguard, children under 14 years of age are not allowed in the pool alone at any time. (Fine: \$200.)
- (d) Vieux Carre By-Laws prohibits pets in the pool at any time. (See Rule 3: Pets.)
- (e) Glass objects will not be allowed around or in the pool. (Fine: \$150.)
- (f) Remove all trash when leaving the pool area. (Fine: \$25.)
- (g) Pool floats must be removed from the pool when not in use. Pool floats may remain outdoors long enough to dry, then must be stored indoors. (Fine: \$20.)
- (h) No running or horseplay is permitted. (Fine: \$50.)
- (i) All residents and guests using the pool at night must be considerate of others as to noise of any kind. Radios and stereos must be played softly, so as not to disturb the other guests at the pool. (Fine: \$25.)
- (j) Ash trays have been provided at the pool area. Do not throw cigarette butts in flower beds or on patio area. (Fine: \$20.)
- (k) Foreign objects (cigarette butts, rocks, etc.) are not to be thrown in the pool or fountain. (Fine: \$20.)

Persons not observing these pool rules must take full financial responsibility for injury or damages resulting from their violation.

8. Trees and Shrubbery. The trees and shrubbery are a valuable part of the premises. Each resident shall be liable to assessment for any damages,

CONSENT OF MORTGAGEE

The undersigned, SAN JACINTO SAVINGS ASSOCIATION, being the owner and holder of an existing mortgage lien upon and against the land and property described as the Property in the foregoing Declaration, as such mortgagee and lienholder does hereby consent to said Declaration and the Exhibits attached hereto, and to the recording of same for submission of said Property to the provisions and condominium regime of Article 1301a of the Texas Revised Civil Statutes.

This consent shall not be construed or operate as a release of said mortgage or liens owned and held by the undersigned, or any part thereof.

Signed and attested by the undersigned officer of said SAN JACINTO SAVINGS ASSOCIATION, hereunto authorized, this __20th__ day of __December__, A.D., 1978.

SAN JACINTO SAVINGS ASSOCIATION

ATTEST:

__ /s/ ____ (Not able to read) ____
Secretary

By: __ /s/ ____ Melvin B. Reist ____
President

THE STATE OF TEXAS)
)
COUNTY OF HARRIS)

Before me, the undersigned authority, on this day personally appeared __Melvin B. Reist__, as __President__ of SAN JACINTO SAVINGS ASSOCIATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said SAN JACINTO SAVINGS ASSOCIATION, and that he executed the same as the act of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this __20th__ day of __December__, A.D., 1978

NOTARY
SEAL

__ /s/ ____ Mary McEham ____
Notary Public in and for Harris County,
T E X A S

Notary Public Harris County, Texas
My commission expires January 31, 1979

(Document retyped 25 February 2006, not responsible for any errors.)

mutilation or defacing for which he or his guest is responsible. (Fine: Cost of replacing plants.)

9. Personal Landscaping.

(a) Outdoor potted plants are permissible, provided they are healthy and maintained. Dead or dying plants must not be placed within the common area; e.g., beside front doors and along balconies. (Fine: \$20.)

(b) Residents shall select appropriate clay pots or decorative containers in keeping with the exterior appearance of the project. (Fine: \$20.)

(c) Hanging baskets and potted plants shall be placed so that they do not interfere with access along the upper walkways. (Fine: \$20.)

(d) "In-the-ground" plantings are not permitted without prior consent of the Board of Directors. Such plantings will be removed. It should be noted that when plants are placed in the ground, they become the property of Vieux Carre Condominiums.

10. Motor Vehicles. No motorcycles, motorbikes, motor scooters or other similar vehicles shall be operated or parked within the courtyard. (Fine: \$100.)

11. Flammable Items. Storage of kerosene, gasoline, or any flammable or explosive agent is prohibited. City of Houston Fire Codes prohibit the use of barbeque grills within 10 feet of the building, or any flammable structure. All cylinders and portable containers for compressed gases in service or in storage shall be adequately secured by racks, chains, cables, or other approved non-combustible restraining device. LPG cylinders shall not be stored inside any building or structure. (Fine: \$200.)

12. Movable Articles. Bicycles, coolers and other movable articles must not be kept in the courtyard or on the upper walkways. Store this equipment indoors. The outside area is not to be used as a storage area. (Fine: \$50.)

13. Sales. For reasons of security and available parking space, garage-type sales (i.e., those open to the general public) are not permitted. (Fine: \$100.)

14. Community Appearance. No amount of work or expense can maintain the appearance of Vieux Carre Condominiums unless each resident helps police the project.

15. Patios and Balconies. Enclosed patios and balconies are to be individually maintained by the specific unit owner. All other areas will be maintained by maintenance funds.

16. Security Gates.

(a) Because of the swimming pool, our insurance company requires that gates be closed and locked at all times. If a gate must be propped open in order to carry items in from car, please be sure to close it when you are

arbitration committee with be chosen, the members of which shall be agreed upon by the Board of Directors and the offender. This committee must have (but is not limited to) homeowner representation. Outside experts (city health or fire inspectors) and consultants may be used. The expense of using outside consultants will be paid by the party who requests the consultant.

(c) The offender may call a meeting of the entire Homeowners' Association, as provided in the By-Laws, Article III, Section 4.


Obligations of Payment of Maintenance Fees, Assessments and Fines.

All owners shall be personally obligated to pay maintenance fees, assessments and fines imposed by the Board of Directors, plus any applicable legal fees and court costs. Maintenance Fees shall be due monthly in advance on or before the 5th day of each month. Failure to pay by the 15th day of each month shall require the imposition of a late charge of \$25.00 for that month and for each succeeding month of non-payment.

Failure to pay fines assessed within thirty (30) days of such assessment will result in the following:

- (a) Late charges for each month said fine is delinquent will be levied according to Condominium Rules and Regulations now in force.
- (b) A lien will be filed for said unpaid fines, late charges and filing fees.
- (c) Eventually, foreclosure will be made for the value of the delinquent amounts plus attorneys' fees.

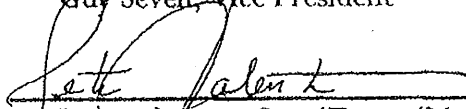
The above Rules and Regulations have been approved by the Board of Directors on this the 23rd day of May, 2003.



Paul Watson, President



Guy Seven, Vice President



Pete Valentine, Sec./Treas./Mgr.