RESOL X

THE RENAISSANCE AT RIVER OAKS UNIT OWNERS' ASSOCIATION MEETING OF THE BOARD OF DIRECTORS December 11, 2013

Resolution Regarding Adoption of Restated and Amended Rules and Regulations and Restated and Amended Construction Rules of Renaissance at River Oaks Unit Owners' Association

The undersigned, being a duly authorized representative of The Renaissance at River Oaks Owners' Association, (the "Association"), a Texas Non-Profit Corporation, pursuant to Article 1396 of the Texas Non-Profit Corporation Act and §82.113 of the Texas Uniform Condominium Act ("TUCA") adopt the following resolution at a duly called board meeting:

WHEREAS, the Association is responsible for the governance and maintenance of The Renaissance at River Oaks as described in the condominium declaration for the Association and exhibits attached thereto filed in the office of the County Clerk of Harris County, Texas, under Film Code No. 179082 et seq., of the Condominium Records of Harris County, Texas; and

WHEREAS, the Association exists pursuant to state law and its governing documents; and

WHEREAS, for the benefit of the Association, the owners, and the residents, the Board deems it necessary to adopt Restated and Amended Rules and Regulations and Restated and Amended Construction Rules.

NOW, THEREFORE, BE IT RESOLVED, that upon careful consideration and deliberation, with all motions being correctly proposed and seconded, the Board voted to adopt the Restated and Amended Rules and Regulations and Restated and Amended Construction Rules attached hereto as Exhibit "A" and incorporated herein for all purposes.

To the extent these rules are in conflict with the Bylaws and/or Declaration of the Association, the Bylaws and/or Declaration are deemed to be controlling.

Dated: December 20, 2013

THE RENAISSANCE AT RIVER OAKS UNIT OWNERS' ASSOCIATION

Steve McDonald, President

10R NO EE STATE OF TEXAS § ACKNOWLEDGMENT COUNTY OF HARRIS §

This instrument was acknowledged before me on the ______ day of December 2013 by Steve McDonald, President of THE RENAISSANCE AT RIVER OAKS UNIT OWNERS'

ASSOCIATION

ALFREDA HANDY RAYMOND Notary Public, State of Texas My Commission Expires November 04, 2014 Notary Public in and for the State of Texas

ELECTRONICALLY RECORDED BY:

SEARS | BENNETT | LLP ATTORNEYS AT LAW 9700 RICHMOND AVENUE, SUITE 222 HOUSTON, TEXAS 77042

THE RENAISSANCE AT RIVER OAKS UNIT OWNERS' ASSOCIATION RULES AND REGULATIONS

These Rules have been adopted by the Board of Directors of the Renaissance at River Oaks Unit Owners' Association in accordance with the provisions of Article VI.1. (h) of the By-Laws of the Renaissance at River Oaks Unit Owners' Association (the "By-Laws").

These Rules apply to the Units, Common Elements and Limited Common Elements. By owning or occupying a Unit in the Renaissance at River Oaks Condominiums, each Unit Owner and Occupant agrees to abide by these Rules, as well as the obligations of Unit Owners and Occupants provided in the Declaration, By-Laws, and Construction Rules.

For the convenience of Unit Owners and Occupants of The Renaissance at River Oaks Condominiums, these Rules may restate some of the rules and covenants contained in the Declaration. Most of these Rules, however, are in addition to the Declaration and By-Laws.

These Rules are subject to being revised, replaced, or supplemented. Unit Owners and Occupants are urged to contact the Management Office to verify the rules currently in effect on any matter of interest. These Rules shall remain effective until the Association delivers notice of an amendment or revocation of these Rules to a Unit Owner of each Unit.

In the event of a conflict between Governing Documents (as defined herein), the hierarchy of authority shall be as follows: the Act (highest), the Declaration, the By-Laws, these Rules, and community policies promulgated by the Board of Administrators to supplement these Rules (lowest).

A. COMPLIANCE

- 1. Compliance. Each Unit Owner and Occupant shall comply with the provisions of these Rules, the Act, the Declaration, the By-Laws, and community policies promulgated by the Board of Administrators to supplement these Rules, as any of these may be revised from time to time (collectively, the "Governing Documents"). Each Unit Owner, additionally, shall be responsible for compliance with the Governing Documents by the occupants or tenants of his or her Unit and his or her or their respective families, invitees, tenants, subtenants, agents, employees, or contractors (collectively, "Occupants"). Use of "Unit Owner" in these Rules shall be deemed to include and apply to all owners of a Unit in Renaissance at River Oaks, who shall be jointly and severally responsible for compliance with the Governing Documents with respect to such Unit. A Unit Owner or Occupant should contact the Manager (as defined below) if he or she has a question about these Rules.
- 2. Additional Rules. Each Unit Owner and Occupant shall comply with all rules and signs posted from time to time within the Condominium by the Association, including those regulating the use of recreational facilities. Each Unit Owner and Occupant shall comply with notices communicated by the General Manager of the Association (the "Manager") or the Board of Administrators, from time to time, in the nature of seasonal or temporary rules.
- 3. <u>Waiver</u>. Certain circumstances may warrant waiver or variance of these Rules. A Unit Owner must make written application to the Board of Administrators for such waiver or variance. An Occupant may also make such application with the written consent of the Unit Owner of such Unit. If the Board of Administrators deems the waiver or variance warranted the Board of Administrators may condition its approval, which must be in writing to be effective.



- 4. Emergency. Notwithstanding anything in these Rules to the contrary, the Board of Administrators and the officers of the Association shall be entitled, in the event of an emergency, to take any such actions as are reasonably necessary to preserve the life, health and safety of Unit Owners, Occupants and other persons on or near the Condominium and to prevent damage or destruction of the Condominium and property located thereon.
- Complaints. Complaints about an Association employee must be registered with the Manager or the Board of Administrators.
- 6. <u>Special Privileges</u>. All Owners and Occupants are entitled to the same level of service, thus special privileges or exceptions to the Governing Documents are not to be sought from the Association or its staff, except as provided in paragraph A-3 above.

B. OBLIGATIONS OF UNIT OWNERS AND OCCUPANTS

- 1. <u>Safety</u>. Each Unit Owner and Occupant is solely responsible for his or her own safety and for the safety, well-being and supervision of his or her guests and any person within the Condominium to whom the Unit Owner or Occupant has a duty of due care, control, or custody.
- 2. <u>Damage</u>. Each Unit Owner is responsible for any loss or damage to his or her Unit, other Units, the personal property of other Unit Owners and Occupants or their guests, or to the Common Elements and improvements, if such loss or damage is caused by the Unit Owner or by any Occupant or other person for whom the Unit Owner is responsible.
- 3. <u>Homeowner Insurance Requirements</u>. Each Unit Owner and Occupant is solely responsible for insuring his or her personal property in his or her Unit, including his or her furnishings, automobile, and items kept in storage areas. Personal property placed in or within the Condominium shall be solely at the risk of the Unit Owner or Occupant who owns such personal property.
- 4. <u>Risk Management</u>. No Unit Owner or Occupant shall permit anything to be done or kept in his or her Unit or the Common Elements, which will result in the cancellation of insurance on any Unit, or any part of the Common Elements, or which may be in violation of any law.
- 5. <u>Reimbursement for Enforcement</u>. A Unit Owner shall promptly reimburse the Association for any expenses incurred by the Association in properly enforcing the Governing Documents against the Unit Owner, his or her Unit, or Occupants or other persons for whom the Unit Owner is responsible.
- 6. <u>Reimbursement for Loss and Damage</u>. A Unit Owner shall promptly reimburse the Association for the cost of any loss or damage to the Condominium caused by the negligence or willful misconduct of the Unit Owner or the Occupants or other persons for whom the Unit Owner is responsible under the Governing Documents.

C. OCCUPANCY STANDARDS

- 1. <u>Danger</u>. The Association may prohibit occupancy by a person who constitutes a direct threat to the health or safety of other persons, or whose occupancy would result in substantial physical damage to the property of others, pursuant to the Fair Housing Act.
 - 2. Term of Lease. A Unit Owner shall have the right to lease, or permit a subsequent sublease or

assignment of all (but not less than all) of his or her unit. No unit shall be leased, subleased, or assigned for hotel or transient purposes. Any lease of a Unit must be for an initial period of at least six (6) months but no more than two (2) years.

- 3. Written Leases. Each lease of a Unit must be in writing, and a Unit Owner shall provide the Manager with a copy of each executed lease of that Unit Owner's Unit within ten (10) days. Each lease should clearly incorporate reference to the lessee's obligation to read and abide by the Governing Documents.
- 4. <u>Lease Termination</u>. Terminations of leases should be reported to the Management Office. On Site Manager will deactivate the former tenant(s) access card(s).
- 5. Entry Keys. All Unit Owners and Occupants shall deposit a duplicate Unit entry key with the Management Office, (which will be locked in a safe) which will be kept for limited use only in the case of an emergency and as the Unit Owner may otherwise instruct. This requirement is intended for the safety of Unit Owners and Occupants and to minimize or prevent damage to neighboring Units from such incidents as running water, fire, or other unforeseen situations. Each Unit Owner takes full and sole financial responsibility for forced entry under circumstances of reasonable cause as determined by the Manager, if proper keys have not been finished to management. In no event shall the Association, the Board of Administrators, the Manager or any Association employee be liable for such entry. The Unit Owner, for the convenience of the Unit Owner, may also leave duplicate keys at the Lobby Desk. Keys left at the Lobby Desk are at the Unit Owner's risk and responsibility and are not in a locked safe.
- 6. <u>Door Locks</u>. Unit Owners may change front door locks as long as they adhere to building specifications. If an outside locksmith is used, each Unit Owner is required to get approval from the Manager and immediately provide the appropriate keys to the Management Office.
- 7. Unit Security Systems. If a unit contains a security system, that system is the personal property of the Unit Owner. Each unit owner must provide the managing agent for the Condominium and the Association with the security code therefor. The managing agent for the Condominium and the Association shall not be responsible for any charges incurred in connection with the use or operation of the security systems.
- <u>8. Violation.</u> Unit Owners are responsible for violation of the Governing Documents by their lessees or invitees, employees and/or outside contractors and any damage to the Condominium caused by same.

D. GENERAL USE AND MAINTENANCE OF UNIT

- 1. Residential Use. Each Residential Unit must be used solely for residential use, and may not be used for commercial or business purposes except for home professional or business pursuits which are not disruptive or violate the use, enjoyment and rights of other Unit Owners and Occupants and which conform to all applicable laws and ordinances.
- 2. <u>Annoyance</u>. No Unit may be used in any way that may reasonably be considered annoying to Unit Owners and Occupants of neighboring Units, or that may endanger the health or safety of other Unit Owners and Occupants or violate any law or any provision of the Governing Documents.
- 3. <u>Maintenance</u>. Each Unit Owner, at his or her sole cost and expense, shall maintain his or her Unit and keep it in good repair, including the inner, finished surfaces of the Unit's perimeter walls, floors, and ceilings.
- 4. Patio or Balcony. Each Unit Owner and Occupant shall keep his or her Unit and patio or balcony, if any, in a good state of cleanliness, taking care that the cleaning of his or her patio or balcony does not annoy or inconvenience other Unit Owners and Occupants. A patio or balcony may not be enclosed or used for storage

purposes. Only electric grills are permitted to be used on balconies. Gas and charcoal grilling of any kind is prohibited on a patio or balcony. Objects that might blow off of balconies and cause a hazard (e.g., oversized umbrellas, pillows, cushions, and other light weight objects) or large objects that might exceed weight limitations, cause health, safety, insurance, or liability issues (e.g., hot tubs) are not permitted, unless otherwise approved by the Board of Directors.

- 5. Exterior Windows. Maintenance and repair of windows along the exterior of the Buildings shall be made only by the Association. The cost of such maintenance or repair of exterior windows may be assessed against a Unit Owner if due to damage caused by the Unit Owners or Occupants, contractors hired by Unit Owners or Occupants, or other persons for whom the Unit Owner or Occupant is responsible.
- 6. Air Conditioning Equipment. Each Unit Owner, at his or her sole cost and expense, shall maintain, repair, and replace the heating and cooling equipment/system serving his Unit including periodic maintenance and replacement of filters in the air handler mechanical unit located in such Unit. However, filters for the original air handler unit will be provided periodically by the Association as long as doing so does not cause the Association to pay for additional labor hours. In the event of an upgrade of the air handler unit, the Unit Owner will be responsible for purchasing new filters if the size is different from the original.
- 7. Plumbing. The Association will periodically arrange for entry to each unit in order to maintain the common plumbing that carries run-off water from the air handler units.
- 8. Mini Horns. The mini horns inside each unit are tied into the Fire Alarm system in the buildings. Under no circumstances are they to be disconnected.
- 9. <u>Combustibles</u>. No Unit Owner or Occupant may store or maintain, anywhere within the Condominium (including within a Unit) explosives or materials capable of spontaneous combustion.
- 10. Report Malfunctions. A Unit Owner or Occupant shall promptly report to the Management Office his or her discovery of any leak, break, or malfunction in any portion of his or her Unit or the adjacent Common Elements for which the Association has a maintenance responsibility. The failure to report promptly a problem may be deemed negligence by the Unit Owner or Occupant, who may be liable for any additional damage caused by the delay.
- 11. <u>Utilities</u>. Each Unit Owner or Occupant is responsible for maintaining all utilities to his or her Residential Unit. The City of Houston bills the Association for all of the Condominium's water in a bulk account invoice. The water service is the only utility maintained by the Association.

E. GENERAL USE & MAINTENANCE OF COMMON ELEMENTS

- 1. <u>Intended Uses</u>. Every area and facility in the Condominium may be used only for its intended and obvious use. For example, walkways, stairways, sidewalks, elevators and driveways are to be used exclusively for purposes of access, not for social congregation or recreation.
- 2. <u>Grounds</u>. Unless the Board of Administrators designates otherwise, Unit Owners and Occupants may not use or abuse any landscaped areas, lawns, beds, and plant materials on the Common Elements.
- <u>Utilities</u>. Each Unit Owner and Occupant shall endeavor to conserve the use of any utilities furnished through the Association, including water consumption within the unit.
 - 4. Electricity. If an Owner or Resident is without electricity just prior to or immediately after a

move due to imperfectly coordinated dates with the electric provider, the Association may upon request allow the use of electricity from the common areas for a fee. Requests must be submitted for approval in advance to the Manager. Advance payment will be required.

- 5. <u>Garage Spaces</u>. If a Unit Owner elects to lease a garage space assigned to such Unit Owner's Residential Unit, the Unit Owner must provide certain documentation to the Manager as required by the Association's Garage Lease Rules in effect from time to time.
- 6. <u>Abandoned Items</u>. No item or object of any type shall be stored, placed, or maintained anywhere on the Common Elements (other than Limited Common Elements assigned to a particular Unit), including windowsills, balcony railings, hallways, passageways and courtyards, except by the Board of Administrators or with the prior written consent of the Board of Administrators. Items of personal property found on Common Elements are deemed abandoned and may be disposed of by the Board of Administrators.
- 7. <u>Maintenance</u>. Common Element maintenance is supervised by the on-site manager under the direction of the Board. Suggestions concerning changes in maintenance schedules or routines should be submitted to the Manager.
- 8. <u>Modifications</u>. Suggestions concerning the location or arrangement of Common Element property such as artwork, signs, exercise room equipment, trashcans, etc. may be submitted to the on-site manager. Unit Owners may not make such changes unilaterally. Appeals concerning the Common Elements may be made, in writing, to the Board.

F. COMMUNITY ETIQUETTE

- Courtesy. Each Unit Owner and Occupant shall endeavor to use his or her Unit and the Common Elements in a manner calculated to respect the rights and privileges of other Unit Owners and Occupants.
- 2. <u>Annoyance</u>. Each Unit Owner and Occupant shall avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other Unit Owners and Occupants or their guests, or the Association's employees and agents. The Manager, a designated representative of the Association, or any federal, state or local law enforcement agency shall have the right to remove any guest who is unruly or otherwise violating these Rules.
- 3. <u>Noise and Odors</u>. Each Unit Owner and Occupant 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 Unit Owners and Occupants of other Units. Work resulting in noise and/or noxious odors to neighbors is not permitted before 8:00 a.m. or after 5:00 p.m., Monday through Friday. Work resulting in noise and/or noxious odors to neighbors is not permitted on Saturday, Sunday, or holidays (a list of holidays is available from the Management Office).
- 4. Smoking Policy. Smoking shall not be permitted in any of the Common Elements (including but not limited to, the clubhouse, elevator lobbies, elevators, corridors, passageways, pool area or fitness center), except in such areas as may be clearly designated from time to time for smoking by the Board of Administrators. Any person smoking in any such designated area shall pick up all waste generated thereby and dispose of it in an appropriate manner.
 - 5. Reception Interference. Each Unit Owner and Occupant shall avoid doing or permitting

anything to be done that may unreasonably interfere with the television, radio, telephonic, wireless network, or electronic reception within the Condominium.

- 6. <u>Personal Service</u>. The Association's employees and agents are not permitted or authorized to solicit or render personal services to Unit Owners and Occupants during their normal working hours. The Association employee or agent and the Unit Owner or Occupant agree that any service rendered outside normal working hours is solely their individual responsibility.
- 7. <u>Association's Liability as Bailee</u>. Each Unit Owner and Occupant agrees that the Association is not responsible for any item or article left with or delivered to the Association's employees or agents on behalf of such Unit Owner or Occupant other than loss or damage arising from the gross negligence or willful misconduct of the Association or its employees or agents.
- 8. <u>Compliance With Law.</u> Unit Owners and Occupants may not use the Condominium for unlawful activities. Each Unit Owner and Occupant shall comply with applicable laws and regulations of the United States and of the State of Texas, and with ordinances, rules, and regulations of the City of Houston, Texas. A Unit Owner or Occupant who violates this provision shall hold the Association and other Unit Owners and Occupants harmless from all fines, penalties, costs, and prosecutions for such person's violation or noncompliance.
- 9. <u>Hallways and Doors</u>. For the safety, liability and quiet enjoyment reasons, children are not allowed to run and play in the hallway. Front entry doors to the unit are for ingress and egress and are not allowed to be propped open. Doors must remain closed at all times.
- 10. <u>Carts</u>. Grocery carts are provided by the Association for the convenience of the owners. It is important that carts are replaced in their designated area immediately after use. Please do not leave them in the hallways or elevators. If any Unit Owner or Occupant repeatedly violates this rule, the Board of Administrators or the Manager may revoke such Unit Owner's or Occupant's right to borrow such property.
- 11. <u>Gate Attendant</u>. The Association provides a gate attendant for the purpose of monitoring traffic and providing homeowner convenience. Guests/visitors/housekeepers and/or other employees may gain access to the property by following the instructions on the key pad at the gate or stopping at the gate attendant in order to be announced to the Unit Owner or Occupant and/or directed to and sent up in the elevator.

G. ARCHITECTURAL CONTROL

- Common Elements. Without the prior written approval of the Board of Administrators, no Unit
 Owner or Occupant may change, remodel, decorate, destroy, or improve the Common Elements, nor do anything
 to change the appearance of the Common Elements, including, without limitation, the entry door, patio, balcony,
 hallway, landing or walkway appurtenant to the Unit; provided that, modest decorations on the outside of the
 hallway door of a Unit may be permitted pursuant to seasonal rules established by the Board of Administrators
 from time to time.
- 2. Interior of Individual Units. A Unit Owner must do the following prior to commencing work on any significant renovation or modification within a Unit, including but not limited to construction, removal or other material modification of walls, electrical systems or plumbing systems. The Unit Owner must submit a detailed plan in writing for all such proposed modifications to the Board of Administrators for approval. No work may begin until such plan is authorized in writing by the Board of Administrators. The Board of Administrators reserves the right to carry out inspections of the Unit as work on the Unit progresses. A final inspection and approval of such modifications are also required. Any modifications not completed in accordance with the plan approved by the Board of Administrators must be corrected at the Unit Owner's expense.

- 3. Prohibited Acts. No person other than the Association may:
- a) Post signs, notices, or advertisements on the Common Elements or in a Unit if visible from outside his or her Unit. Posting notices on bulletin boards where provided is allowed, however, notices must be brought to Management Office for posting. Open House signs are allowed but must be registered at the Management Office and meet the Association requirements.
- b) Place or hang an object in, on, from, or above any window, interior windowsill, patio or balcony that detracts from the appearance of the Condominium.
- c) Hang, shake, or otherwise display linens, clothing, towels, rugs, shoes, mops, bedding, or other similar items from windows, doors, patios, balconies, hallways or passageways.
- d) Potted plants on railings must be properly secured so as not to blow off and have proper drainage, so that no spillage mars the exterior of the balcony or affects the units below.
 - e) Cause anything to protrude through an exterior wall or roof.
- f) Erect or install exterior horns, lights, speakers, aerials, antennas, satellite dishes or other transmitting or receiving equipment, except antennas and satellite dishes that are (i) no greater than one meter in diameter or diagonal measurement, (ii) wholly within a Unit or any Limited Common Element appurtenant thereto, and do not extend onto or over any Common Elements; (iii) are installed in a manner that does not require modification of, including drilling into or through, any Common Element; and (iii) in order to ensure the safety of others, if located above ground level, are installed in a manner that will withstand level 5 hurricane-force winds.
- g) Except as permitted under paragraph G-1 place decorations or furnishings on the Common Elements.
 - h) Obstruct walkways, entranceways, hallways and any other Common Elements.
 - i) Plant or place flowers or plants on the Common Elements.
- j) Take commercial photographs, including motion pictures and videos, of the
 Common Elements or use same for commercial purposes without the prior written consent of the Board of Administrators.
- k) Use, borrow or remove any equipment or property owned by the Association without prior authorization from the Manager. If authorized, such equipment or property must be returned to its proper point of origin immediately after use. Carts must be physically escorted when returned to point of origin, and may not be left in an elevator or hallway unattended. If any Unit Owner or Occupant repeatedly violates this paragraph, the Board of Administrators or the Manager may revoke such Unit Owner's or Occupant's right to borrow such property.
 - 4. <u>Window Treatments</u>. A Unit Owner may install window treatments inside his or her Unit, at his or her sole expense, provided:
- a) Aluminum foil, reflective window treatments, sheets and blankets are expressly prohibited;

- b) The exterior of all window treatments shall be neutral in color;
- c) Window treatments must be maintained in good condition.

H. MOVING AND DELIVERY INFORMATION

- 1. <u>Notification.</u> All Unit Owners and Occupants having deliveries or moving in or out of building must notify the Management Office in advance. A refundable security deposit in an amount established by the Board of Administrators from time to time must be provided by the Unit Owner or Occupant moving to cover any possible damage to the Condominium or cleanup costs incurred as a result of the move. The Unit Owner or Occupant, together with the Manager or designated representative, will make a brief inspection of the areas used during moving before any portion of the deposit will be returned to the Unit Owner or Occupant.
- 2. Hours. Deliveries and moves must be scheduled only between the hours of 9:00 a.m., and 6:00 p.m., Monday through Friday and 9:00 a.m., and 5:00 p.m., on Saturday. The gate attendant will not allow delivery and moving trucks on the property before or after that time. No deliveries or moves are allowed on Sundays or holidays (a list of holidays is available from the Management Office).
- 3. Access. In order to be admitted onto the property, all delivery and moving company employees are required to present a valid form of photo identification to the gate attendant or security personnel.
- 4. <u>Elevators</u>. The Renaissance at River Oaks UOA does not offer independent elevator service. The use of the elevator is available at all times to all residents.
- 5. <u>Parking.</u> Delivery and moving vehicles must park in areas specified by the gate attendant or management.
- 6. <u>Insurance</u>. General Liability Insurance with minimum coverage limits as set by the Board of Administrators from time to time must be provided by the delivery or moving company to cover any possible damage to the Condominium or cleanup costs incurred as a result of the move. The Association shall be named as an additional insured on the policy.

I. TRASH DISPOSAL

- General Duty. Each Unit Owner and Occupant shall not litter Common Elements, shall endeavor
 to keep the Condominium clean, and shall dispose of all refuse in receptacles provided specifically by the
 Association for that purpose.
- 2. <u>Hazards</u>. No Unit Owner or Occupant may store trash inside or outside his or her Unit or in any Storage Space in a manner that encourages vermin, causes odors, or may permit the spread of fire. Before discarding coals, ashes, logs, or other materials used in barbecue grills or fireplaces, each Unit Owner and Occupant shall ensure that the debris is thoroughly cold.
- 3. <u>Use of Trash Chute, Dumpsters.</u> Each Unit Owner and Occupant shall place trash entirely within trash chutes and dumpsters, and may not place trash outside, next to, or on top of a trash chute or dumpster or in any trash chute room. All trash placed in a trash chute or dumpster must be securely contained in trash bags not larger than 13 gallon tall kitchen bags. No boxes, furniture or other large items that could block a trash chute may be placed in a trash chute. Trash chute and dumpster doors are to be closed at all times when not in use. In addition to any other rights and remedies under the Governing Documents, the Board of Administrators may charge any Unit Owner or Occupant for any expenses incurred by the Association as a result of such Unit Owner's or Occupant's violation of this section or any rules posted by the Board of Administrators from time to time with respect to the proper use of the trash chutes and dumpsters.

J. PARKING AREA RESTRICTIONS

- 1. <u>Permitted Vehicles</u>. To be permitted in the Parking Area, a vehicle must be operable and be owned, leased or rented by a current Unit Owner, Occupant or employee of the Association or their respective guests or service providers. For purposes of these Rules, permitted vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles. The following are not permitted in the Parking Area without the Board of Administrators' consent: trailers, boats, recreational vehicles, buses, large commercial trucks or industrial vehicles.
- 2. <u>Repairs</u>. Washing, repairs, restoration, or maintenance of vehicles is prohibited in the Parking Area, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility. Cars with any fluid leaks must be repaired within 24 hours; otherwise the car cannot be parked in the garage. A car washing service may be permitted in the parking garage subject to certain rules established by the Board of Administrators from time to time concerning location and proper handling and disposal of any materials used to carry out this service.
- 3. Space Use. All Parking Spaces in the Parking Area shall be used for parking purposes only, and may not be used for storage. No Parking Space may be enclosed or used for any purpose that prevents the parking of vehicles. Disability parking spaces may only be used by vehicles with valid disability license plates or placards.
- 4. No Obstruction; Loading Areas. No vehicle may be parked in a manner that interferes with ready access to any entrance to or exit from the Parking Area. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard in the Parking Area. No vehicle may be parked, even temporarily, in spaces reserved for others, in fire lanes, or in any area designated as "No Parking."
- 5. <u>Nuisances</u>. Each vehicle shall be muffled and shall be maintained and operated to minimize noise, odors and oil emissions. Emptying vehicle ashtrays onto the Parking Area is prohibited. Each Unit Owner and Occupant shall observe all posted speed limits. Joyriding in or on any type of vehicle is prohibited.
- 6. <u>Violations</u>. Any vehicle in violation of these Rules may be towed or otherwise removed from the Parking Area by the Manager, at the expense of the vehicle's Unit Owner or Occupant. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for Rules violations.
- Registration. Vehicle registration is required through the Management Office. Parking tags will
 be given at time of registration. These night reflective tags shall be affixed to the rear view mirror with number
 facing windshield.
- a) Owners and tenants must return the tag(s) to the Management Office when they Move from the property. If tag(s) are not returned, the owner's account will be charged a \$25.00 fee.
- b) If tag is lost or damaged and must be replaced, there will be a \$5.00 charge for replacement.
- c) If resident purchases a new vehicle, the tag must be removed from the old vehicle and placed on the new vehicle. Resident must update new vehicle information with the Management Office immediately.
- d) Residents in violation of placing the parking tag on the rear view mirror will be sent a warning letter and then the fine schedule will apply to owner's account.

8. <u>Guest Parking</u>. Guest parking is restricted to available perimeter parking spaces outside of the parking garage. All spaces in the garage are assigned to units. Parking in the garage is restricted and is for resident use only.

K. PETS

- Permitted Pets. Subject to these Rules, a Unit Owner or Occupant may keep house pets in his or her Unit. Permitted house pets include domesticated dogs, gentle in disposition; cats; caged birds; and aquarium fish. Permitted house pets also include specially trained animals that serve as physical aids to handicapped persons, regardless of the animal's size or type.
- 2. <u>Size and Number</u>. Domesticated pets per unit are not to exceed one pet over 20 pounds or two pets each weighing less than 20 pounds at maturity. If a pet weighs more than 20 pounds, a Unit Owner or Occupant is only allowed one pet.
- 3. <u>Grandfathered Pets</u>. Pets that were on the property and registered with the management office as of June 1, 2003 will be grandfathered in regardless of size. However, replacement pets will be held to the current Rules and Regulations.
- 4. <u>Registration</u>. All Unit Owners or Occupants must register their pets with the management office. If a complaint is brought forth to Management of a Unit Owner or Occupant not cleaning up after and properly disposing of their pet waste or Management witnesses a Unit Owner or Occupant not cleaning up after and properly disposing of their pet waste warnings and fines will be issued and reoccurrences may result in removal of the pet.
- 5. <u>Prohibited Animals</u>. No Unit Owner or Occupant may keep a dangerous or exotic animal, trained attack dog or any other animal deemed by the Board of Administrators to be a potential threat to the well-being of people, property or other animals.
- 6. <u>Common Elements</u>. No pet is allowed on Common Elements unless carried or leashed by an adult. No pet may be leashed to any stationary object on the Common Elements. No pet shall be allowed to dwell in the Common Elements. Pets are only allowed on Common Elements while passing through as permitted above. No pet shall be left unattended anywhere outside of the Unit.
- 7. <u>Disturbance</u>. Pets shall be kept in a manner that does not disturb the peaceful enjoyment of Unit Owners and Occupants of their Units and the Common Elements. No pet shall be permitted to bark, howl, whine, screech, or make other loud noises for extended or repeated periods of time. Pets shall not be left on a patio or balcony for extended lengths of time.
- 8. <u>Damage</u>. Each Unit Owner and Occupant is responsible for any property damage, injury, or disturbance his or her pet may cause or inflict, and shall compensate any person injured by his or her pet. Any Unit Owner or Occupant who keeps a pet within the Condominium shall be deemed to have indemnified and agreed to hold harmless the Board of Administrators, the Association, and other Unit Owners and Occupants, from and against any loss, claim, or liability of any kind or character whatever resulting from any action of his or her pet or arising by reason of keeping or maintaining such pet on the Condominium.
- 9. <u>Waste</u>. No Unit Owner or Occupant may permit his or her pet to relieve itself anywhere within the Condominium except in areas specifically designated by the Board of Administrators and so long as the Unit Owner or Occupant picks up and properly disposes of such animal waste.

10. Removal. If a Unit Owner or Occupant or his or her pet violates these Rules or the community policies pertaining to pets, or if a pet causes or creates a nuisance, odor, unreasonable disturbance, or noise, such Unit Owner or Occupant or any person having control of the animal shall be given a written notice by the Board of Administrators to correct the problem. If the problem is not corrected within the time specified in the notice (not less than 10 days), the Unit Owner or Occupant, upon written notice from the Board of Administrators, may be required to remove the pet. Each Unit Owner and Occupant agrees to permanently remove his or her violating pet from the Condominium within 3 days after receipt of a removal notice from the Board of Administrators.

L. SWIMMING POOL AND EXERCISE ROOM

- 1. <u>Use.</u> All persons using the pool do so at their own risk. There is no lifeguard on duty. There is always a risk of personal injury when using the pool, or the pool deck area. Please read and observe all warning signs on the pool deck. The Association is not responsible for accidents, injury or loss. All children sixteen years or younger must be accompanied by an adult while in the swimming pool area. Each Unit Owner and Occupant must be considerate of the other Unit Owners and Occupants in the matter of inviting guests to use the swimming pool since the Unit Owners and Occupants have first consideration as to the use of the pool. Guests are not permitted unless the Unit Owner or Occupant who has invited them is with them at the pool. Each Unit Owner or Occupant shall be deemed to have indemnified and agreed to hold harmless the Board of Administrators, the Association, and other Unit Owners and Occupants, from and against any loss, claim, or liability of any kind or character whatever resulting from his or her use or the use of their guests of the swimming pool. Anyone leaving the pool area is required to dry off and wear shoes before entering any of the other Common Elements.
- 2. <u>Disturbance</u>. Profanity, horseplay, skating, riding toys, scuffling or harassment of other swimmers is not permitted in the pool area. Only unbreakable containers are allowed in the pool area, and no glass is permitted. If the pool is drained and cleaned as a result of any glass breaking in the pool area, the expense will be charged to the offending Unit Owner or Occupant. Proper swimwear must be worn for swimming at all times. The volume of radios, tape players and other listening devices must be tuned for individual listening only.
- 3. <u>Health</u>. For the protection of each Unit Owner and Occupant, anyone with an infectious disease, sore or inflamed eyes, a cold, nasal or ear discharge, open sores, or bandages of any kind, cannot use the pool. No diapers are allowed to be worn in the pool. Pets are forbidden in and around the pool area.
- 4. <u>Hours</u>. Pool and Spa hours are 6:00 a.m. 10:00 p.m. Sunday-Thursday and 6:00 a.m. 11:00 p.m. Friday and Saturday.
- 5. <u>Parties</u>. Birthday parties for children turning 16 years of age or under may be permitted in the pool area pursuant to rules established by the Board of Administrators from time to time. Requests for birthday parties must be submitted in advance and approved by the Manager.
- 6. Exercise Room. The exercise room is solely for the use of Unit Owners and Occupants. No children sixteen years or younger shall be permitted in the exercise room without adult supervision. Proper workout clothing and a towel are required. A Unit Owner or Occupant is responsible for wiping down the equipment used after use. There is a risk of personal injury when using this equipment. Unit Owners and Occupants assume full responsibility for accidents, injuries or property damage/loss resulting from their use of the exercise room.

M. GENERAL AMENITY RULES

1. Reservations. Amenities included in the Common Elements, include, but not limited to, the

Clubhouse, Recreation Room, and the Business Center. The Clubhouse (downstairs) and Recreation Room (upstairs) may be reserved through the Management Office. The reservation of such amenities shall be on a first come, first served basis, and may only be reserved by a Unit Owner or Occupant. The Unit Owner or Occupant must be present at all times during the use of such amenities. Unit Owners and Occupants are responsible for any property damage, injury or loss occurred while using such amenities. The Association is not responsible or liable in any way for any damage or loss incurred during the use of such amenities. There will be a fee associated with the use of such amenities as set forth by The Board of Administrators. The Board of Administrators or the Manager shall have the right to require a deposit in connection with a Unit Owner's or Occupant's reservation of such amenities, as permitted herein, and if the condition of such amenities after such Unit Owner's or Occupant's use is not satisfactory upon Manager's inspection, the cost of cleaning or repair will be deducted from such deposit, with any overage charged to such Unit Owner or Occupant. The Board of Administrators or the Manager may set a minimum deduction for cleaning or repairs.

- 2. Hours. All amenities shall be available during hours established by the Board of Administrators from time to time. It is the responsibility of all Unit Owners and Occupants using such amenities to be considerate during the early morning and late evening hours so as not to disturb other Unit Owners and Occupants.
- 3. <u>Lost and Found</u>. Any items lost on the property may be reported to the Management Office. Lost items are kept in the holding room and are held for a maximum of 90 days, otherwise the item may be disposed of. It is the Unit Owner's responsibility to check for lost items during that time frame.

Reservation or rental of any of the amenities by a Unit Owner or Occupant is prohibited if the Unit Owner or Occupant is in arrears by more than 30 days in any payments to the Association in excess of \$100.

N. FINES AND PENALTIES POLICY

- 1. <u>Violations</u>. Any Unit Owner or Occupant may report violations of the Governing Documents to the Management Office, setting forth in writing the date, time, and location, name of violator(s) and description of violation. All such violation reports must be signed by the reporting Unit Owner or Occupant.
- 2. Fines. Every Owner and Occupant shall comply with the Governing Documents, as amended from time to time. Failure of a Unit Owner or Occupant to comply shall be grounds for action, which may include without limitation, an action to recover sums due for damages, fines, injunctive relief, any other remedy provided for in the Governing Documents or at law, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Administrators, a fine or fines may be imposed upon a Unit Owner or Occupant for failure of a Unit Owner or Occupant, his/her family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation in the Governing Documents, provided the procedures in Article VI, Section (I) of the By-Laws are adhered to.
- 3. Amount of Fines. The Board of Administrators may impose fines against the offending Unit Owner or Occupant for violations of the Governing Documents up to the maximum amount permitted by law from time to time and only as provided on a written schedule of fines promulgated by the Board of Administrators. The Unit Owner is responsible for the fine imposed on any lessee of such Unit Owner's Unit if not paid by such lessee. The fines levied shall be as follows, subject to amendment by the Board of Administrators from time to time:
- a) If the violation continues from day to day (as determined at the sole discretion of the Board of Administrators):

First Violation:

\$50.00 per day

Second Violation: \$100.00 per day
Third Violation: \$150.00 per day
Each Additional Violation: \$200.00 per day

b) If the violation consists of single or separate incidents (as determined at the sole discretion of the Board of Administrators):

First Violation: \$100.00
Second Violation: \$200.00
Third Violation: \$300.00
Each Additional Violation: \$1,000.00

c) In the case of at least ten violations consisting of single or separate incidents (as determined at the sole discretion of the Board of Administrators) occurring within any twelve month period, the Board of Administrators may elect to impose an additional fine against the offending Unit Owner or Occupant in an amount up to \$10,000.00. Such fine shall be in addition to all other fines hereunder and under the other Governing Documents.

Each incident that is grounds for a fine shall be the basis of a separate fine. A per day charge will continue until incident is corrected. Or, if it is a single incident, a one-time charge will be incurred. If the same incident occurs again, a larger fine will be incurred, as set forth in the schedule of fines above. An additional violation is deemed to have occurred if it is within twelve months of the previous one.

- 4. <u>Payment of Fines</u>. Fines shall be paid no later than the latter of (i) thirty (30) days after notice of the imposition thereof and (ii) if the applicable Unit Owner or Occupant has requested a hearing in accordance with Article 9, Section (f) (vii) (l) (b) of the Declaration, delivery to such Unit Owner or Occupant of the written decision of the Board of Administrators pursuant to such hearing.
- Application of Fines. All monies received from fines shall be allocated as directed by the Board of Administrators in accordance with the Governing Documents.
- 6. <u>Non-Exclusive Remedy</u>. 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. 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 or Occupant.
- 7. Eviction of Lessee. After an Occupant has committed an offense more than twice in any calendar year, such Occupant is subject to eviction as determined by the Board of Administrators with the advice of the Association's counsel, to the extent such eviction is permitted by applicable laws.
- 8. Additional. These Rules shall be cumulative with the Covenants, Conditions and Restrictions set forth in the Declaration and the By-Laws, provided that the provisions of the Declaration and By-Laws shall control over these Rules in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted.

O. MISCELLANEOUS

Security. The Association may, but shall not be obligated to, maintain or support certain
activities within the Condominium designed to make the Condominium less attractive to intruders than it
otherwise might be. The Association, its Administrators, officers, committee members, agents and employees,
shall not in any way be considered an insurer or guarantor of security within the Condominium, and shall not be

held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each Unit Owner, Occupant, guest, and invitee within the Condominium assumes all risk for loss or damage to his or her person, to his or her Unit, to the contents of his or her Unit, and to any other of his or her property on the Condominium. The Association expressly disclaims and disavows any and all representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security systems, equipment or measures recommended, installed or undertaken within the Condominium.

- 2. <u>Mailing Address</u>. Each Unit Owner and Occupant shall be responsible for maintaining with the Association his or her current mailing address. Notifications of change of name or change of address should be sent to the Management Office and be clearly marked as such. All notices required to be sent to Unit Owners or Occupants under the Governing Documents shall be sent to the most recent address as shown on the records of the Association. If a Unit Owner or Occupant fails to provide a mailing address, the address of that Unit Owner's or Occupant's Unit shall be deemed effective for purposes of delivery. Delivery may be in person; by courier or messenger to any person at the address; or by United States mail to such address. All deliveries shall be effective on receipt by the addressee or any person at the addressee's address, except that delivery by mail shall be effective three days after deposit in the mail, postage prepaid.
- 3. <u>Revision</u>. These Rules are subject to being revised, replaced, or supplemented in accordance with the Governing Documents. Unit Owners and Occupants are urged to contact the Management Office to verify the rules currently in effect on any matter of interest. These Rules shall remain effective until the Association amends these Rules in accordance with the Governing Documents.
- 4. Other Rights. These Rules are in addition to and shall in no way whatsoever detract from the rights of the Association under the other Governing Documents and the other laws of the State of Texas and the federal laws of the United States of America.

Effective Date. These Rules shall become effective January 01, 2014.

Restated and Amended Construction Rules of the Renaissance at River Oaks

These rules provide guidelines for construction or remodeling within individual units of The Renaissance at River Oaks (the Renaissance). Their purpose is to protect the safety and comfort of residents, to protect property values, and to preserve the integrity of building structures and of those elements which are community property.

These Construction Rules provide minimum guidelines and shall not be construed as an all inclusive list of requirements. Other governing documents of The Renaissance at River Oaks Association (the Association) should be reviewed as needed. Architectural guidelines covering balconies and window coverings are contained in a separate document: "Rules and Regulations of The Renaissance at River Oaks Association". Descriptions and definitions of common condominium terminology (such as common elements) may be found in the Declaration of Condominium (the Declaration).

Each project is unique. Unit Owners will be held responsible for the proper execution of their projects and for any problems or damage caused. Any costs incurred by the Association in the course of the evaluation, approval, supervision, or execution of the project will be charged to the Unit Owner.

Requirements

Projects have been divided into three categories for the purpose of identifying requirements.

Category A: Projects primarily decorative in nature for which no formal review is required.

Categories A projects do not affect any common elements including plumbing, electrical, or ventilation. Such projects shall include, but are not limited to painting, wallpapering, installation or removal of carpeting and delivery of new appliances in those cases where plumbing changes are not required.

Requirements for Category A projects: Owners, their contractors, and workers must adhere to the General Guidelines that begin on page 6 of these Construction Rules. In addition, Unit Owners are advised to verify their contractors' insurance for their own protection and the protection of their neighbors. For deliveries and installation of new large mirrors (such as bathroom mirrors), please follow the Category B procedures, so that Renaissance management will have a copy of the insurance papers on file.

Category B: Projects requiring prior management notification and Board approval.

Category B projects may involve changes in connections to the common elements or may affect neighbors via noise transmission such as through floors. Such projects shall include but are not limited to:

- 1. Replacement of kitchen or bathroom cabinets.
- 2. Replacement of kitchen or bathroom counters.
- Large appliance delivery and installation in those cases where plumbing changes or new connections are required.
- 4. Alteration, termination, or re-routing of plumbing, electrical, ventilation, conduit, wires, ducts, or other system components.
- 5. Removal, relocation, or alteration of existing walls, or construction of new walls, partitions or soffits.
- 6. Installation or refinishing of hard surface flooring (marble, ceramic tile, hardwood flooring, etc.).
- 7. Installation of a whirlpool tub, wet bar, etc.
- 8. Modification of any building structural elements.

Requirements for Category B Projects: Renaissance Board of Directors (Board) approval is required prior to the commencement of any demolition or construction activities. In order to receive such approval, a request of the Board must be submitted through the Building Manager. Such request shall be in writing and include drawings, specifications, product literature and technical data sufficient to describe fully and accurately the proposed work. The following should be included:

- 1. Scope of work (specifications). A written description of the job including locations of work to be done and materials to be used.
- Drawings must be made available if plumbing and electrical are to be moved or altered. Such drawings do not have to be perfectly to scale, but they must accurately identify the location of proposed work.
- A list of all contractors and subcontractors (names, addresses, phone numbers) so
 Management can verify authorization to enter the building and units, and
 submittal of the contractor's license number.
- Certificates of insurance for all contractors, confirming compliance with all
 insurance requirements as stated beginning on page 4.
- 5. A written statement of the estimate date of commencement, if the proposed improvements are approved, and the estimated date of completion.
- 6. Such other plans as may be required by the Board.
- Copies of permits as required by the City of Houston or other regulatory authorities. It is the unit owner's responsibility to determine when such permits are required.

Items 1 through 5 above must be submitted prior to review and approval. Items 6 and 7 may be submitted after approval, but must be submitted prior to starting demolition or construction.

The Building Manager shall first review all requests for approval for compliance with the most current established rules and policies of the Board. If the submitted request is found to be in compliance, the request may be forwarded to the Board for further review.

If professional advice is required by the Board in their evaluation of the project, all costs incurred in procuring assistance will be charged to the Unit Owner.

Upon granting of approval, the owner may begin the work only as proposed and approved. It is the responsibility of the Unit Owner to see that the actual construction complies with the Association's written response and with the guidelines in this document including the sections entitled General Guidelines and Specific Requirements.

All work is subject to inspection by management personnel and by the Association's Board Members or their agents. Management reserves the right to stop or cause to delay any work which has not been approved or which deviated from the approved plan.

Following completion of construction, the Building Manager shall be notified and may inspect the work for apparent compliance with the original application, written approval, and with these rules. Any work found in variation or violation, during or subsequent to this inspection, will be subject to removal at the owner's expense.

Category C: Projects requiring a change to the common elements.

Category C projects involve a modification or extension into common area space. Such projects shall include, but are not limited to:

- 1. Eliminating or moving unit entry doors.
- 2. Combining of units
- 3. Removal and replacement of any common elements or limited common elements.

Requirements for Category C Projects: All requirements for category B projects will apply plus additional requirements as determined by the Board. Category C projects will be rare to nonexistent, and are by their very nature unique in the issues to be addressed. The Unit Owner must first submit required scope of work and other documentation as outlined under Category B projects. Consultations with architects, structural engineers, and attorneys will be obtained by the Board as needed to determine the physical and legal feasibility of the project, to ensure the integrity of the Building, and to identify the effect of space reconfiguration under the Declaration and Bylaws on voting, assessments, etc. Such consultation fees will be the financial responsibility of the unit owner.

Approvals, Denials, Time Frame

Board Members shall consider each application for compliance with these Construction Rules and with all other governing documents of the Association. The decision of a majority of members to approve or disapprove an application shall be considered the decision of the Board.

Board decisions shall be conveyed in writing by the Building Manager to the applicant and shall include a statement of the conditions under which the application is approved, if any, or the primary reason(s) for disapproving the application.

All work is to be performed in strict accordance with the final plans which have been submitted and approved by the Board of Directors. If changes to the approved plans are to be made, the Board must be notified immediately and plans must be resubmitted for approval before construction can proceed.

Any application that is not approved or disapproved within thirty (30) days of the date of its receipt shall be deemed to have been automatically disapproved. Projects must be executed and completed within six months (180 days) after Board approval unless the Board has approved an exception for additional time. The Unit Owner must go through the approval process a second time if the project is subsequently revived.

Approval of an application shall not be construed as a warranty or representation by the Association that the change, addition or improvement, as proposed or as built, complies with any or all applicable statues, ordinances or building codes, or as a warranty or representation by the Association of the fitness, design or adequacy of the proposed construction. No approval of an application shall be construed as an approved variance of any of the provisions of the Declaration unless specifically so stated in the approval.

Insurance Requirements

Insurance: The Certificates of Insurance must be submitted to the Building Manager before work can begin. The Certificates must be faxed or mailed directly from the insurance company to the manager. Insurance required will be written with a company having at least an "A" policyholder's rating and a minimum Class 10 financial rating as listed in the Best Insurance Guide, latest edition.

During the term of the project, the contractors will, at their expense, purchase and maintain insurance in accordance as follows:

1) Workers' Compensation: \$100,000 each accident

2) Public Liability (Comprehensive Form):
Minimum Limits:
Bodily Injury \$1,000,000 each person
\$1,000,000 each occurrence
Property Damage \$1,000,000 each occurrence
\$1,000,000 aggregate

3) Additional Insured:

The following shall be named as additional insured on the Contractors Comprehensive General Liability Policy. Each party shall be notified 30 days prior to the policy being cancelled. Contractors must not start work until the proper verification of insurance has been submitted.

The Renaissance at River Oaks 2111 Welch Street Houston, Texas 77019

General Guidelines

Residents or owners remodeling their units must comply with the following policies as adopted by the Board. These rules are designed to protect the common element space and systems of the buildings as well as to protect Unit Owners from being adversely affected by work in adjoining units. It is the responsibility of the Unit Owners to make their contractors aware of the rules as well as other rules regarding building access, use of elevators, working hours and refuse removal.

1. Deliveries:

- Gate entry: Contractors will be responsible for all of their own deliveries. The gate attendant (if available) will make reasonable attempts to contact the appropriate people when a delivery arrives. If no one is available to accept the delivery, it will be rejected. Management will not take responsibility whatsoever for any deliveries.
- ☐ Elevator use: Deliveries of construction materials and new appliances or plumbing fixtures must be coordinated in advance with the management office. Elevators will be padded as needed.
- Damage to Common Elements: The Unit Owner is responsible for any damage or dirt caused by the work to the common elements or any other unit. Any damage repair or cleaning done by Management will be charged to the Unit Owner. Contractor is to

- place clean mats throughout the corridor where carpet may be subject to damage or dirt. Corridor vacuuming is to be done at the end of each workday or as needed. Delivery and removal of materials and debris must be confined to carts and dollies appropriate for transportation over carpeting. Any cart or dolly must fit easily through Common Elements doorways.
- 3. <u>Dumpster Use:</u> Prior arrangements are required for the building's dumpster to be used for the removal of construction debris. A charge will be applied for dumpster use depending on the quantity and type of construction taking place. No dumpsters may be brought into the building or parked adjacent to the building other than the building's dumpster unless approved by the management office in advance.
- 4. <u>Garbage Chute:</u> The use of the residential floor garbage chute for the disposal of construction debris is strictly prohibited. Severe fines and the cost of all repairs caused by improper disposal of construction debris will be imposed against Unit Owners whose contractors violate this rule.
- 5. <u>Plumbing Systems:</u> No construction debris (paint, dust, shavings) may be disposed of through the plumbing system. If pipes are found to be clogged by construction debris, the Unit Owner must pay for any and all repairs and damage.
- 6. <u>Restrooms:</u> Unit Owners must provide their workmen usage of private bathroom facilities. Public restrooms are not available for use by workmen.
- 7. <u>Lunch and Breaks:</u> Workmen taking lunch breaks on the grounds of the Association should confine their breaks to areas identified by the Management office. All food wrappers, bags, bottles, and cans must be disposed of properly immediately after eating. If Management finds it necessary to clean-up, the Unit Owner will be back charged for this service.
- 8. No Smoking: Smoking in the common portions of the Association Buildings is not allowed. Any person caught smoking will be told to leave the building immediately.
- 9. Working hours: Hours available for construction are 8:00 a.m. thru 5:00 p.m. Monday thru Friday (except legal holidays). Trades people will not be allowed on the property before 8:00 a.m. Permission to work during other than normal work hours may be requested by submitting a description of the work to the Management office 72 hours in advance for review and approval. No work will be allowed outside of the normal working hours without written Management approval.

Specific Requirements

This section addresses a limited number of very specific requirements. While some of the following may be repetitive, the importance of these requirements can not be over emphasized.

Permits: All improvements requiring moving or removing of walls or ceilings, altering or extending plumbing lines, mechanical ducts or electrical wiring, fixtures or devices require a City of Houston Building Permit. It is the responsibility of the Unit Owner and their contractors to obtain and pay for

permits as required. Excerpts from the then current International Building Code governing the requirement for permits and the most current City of Houston procedures for obtaining permits are available from the City of Houston. Generally, work not requiring a permit is limited to painting and cosmetic finishes such wall and floor covering. A copy of all permits obtained must be furnished to the Building Manager prior to commencement of work. City inspections must be made as required by the permit.

- <u>Licensed professionals</u>: All plumbing, mechanical and electrical work must be performed by licensed professionals and comply with all applicable codes and standards.
- 3. <u>Common Element Penetration</u>: Permanent or temporary penetrations through common elements such as ceilings or roofs are prohibited. This includes items such as installation of vents for cook top grills. Projects approved as category C projects may be an exception.
- 4. Hard Surface Flooring: No hard surface flooring (such as tile, stone, or marble) will be allowed in rooms other than kitchens and bathrooms at the Renaissance. Hardwood and laminate surface flooring may be allowed in all other areas if technical data is submitted indicating system compliance with the sound and impact transmission standards established by the Board in compliance with ASTM (American Society for Testing and Materials). This means that an underlayment product will be required under hardwood or wood laminate flooring with the following minimum requirements as established by the Board of Directors:

Requirement

An underlayment product with a STC rating of 70 or above when tested in accordance with ASTM E 90 over a sub floor similar to that of the Renaissance or an STC of 72 or above when tested over 6 inch concrete.

Definition

STC means sound transmission class. It is noise transmitted through the air.

An IIC rating of 70 or better when tested with ASTM E 492 over a sub floor similar to the sub floor of the Renaissance or an IIC of 72 or above when tested over 6 inch concrete.

IIC means impact insulation class and includes noise such as from tapping or walking on floors.

Correct installation of flooring and underlayment is as important as the product itself in minimizing sound transmission. Products should be installed according to the manufacturer's instructions. In addition, a gap (about ½" to allow for expansion and contraction) should be left between the flooring and the perimeter walls. This gap should be filled with an acoustical sealant.

Appendix A is a list of underlayment products found to have met the minimum requirement. While Board approval is still required for the specific project, approval will be much more rapid if familiar products are chosen.

Appendix A

Underlayment products meeting the required Sound Transmission Class and
Impact Insulation Class Requirements of
The Renaissance at River Oaks

Product Name	Manufacturer or Distributer Information
Shaw Silent Step Ultra 3 in 1	Shaw Floors www.shawfloors.com Find a Retailer
Floor Muffler Ultra Seal	Floor Muffler www.floormuffler.com
Quick Step Unisound Floor	Quick- Step www.us.quick-step.com Find a Retailer
Quick Step Realsound Advanced	Quick-Step www.us.quick-step.com Find a Retailer

Appendix B

For New Products

For new underlayment products tested over other than 6 inch concrete, the following information should be helpful.

The existing floors at the Renaissance are made up of wood trusses on 12" to 16' centers with 34" tongue and groove plywood fastened to the trusses. There is a 34" layer of light weight concrete on top of the plywood. This concrete layer is thicker in some locations. We also know that there is 10" of R30 batting in the ceiling assembly between the gypsum sheetrock and the plywood.

Each doubling of the mass of the concrete subfloor adds about five points to the IIC or STC sound measurement required for equivalent results. The following table depicts required results for various concrete subfloor thicknesses.

Thickness of Concrete	IIC or STC Testing Measurements Required for Equivalent Results
.50"	50
1.0"	55
2.0"	60
4.0"	65
8.0"	70

20130644372 # Pages 26 12/30/2013 11:28:31 AM e-Filed & e-Recorded in the Official Public Records of HARRIS COUNTY STAN STANART COUNTY CLERK Fees 112.00

RECORDERS MEMORANDUM
This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.

