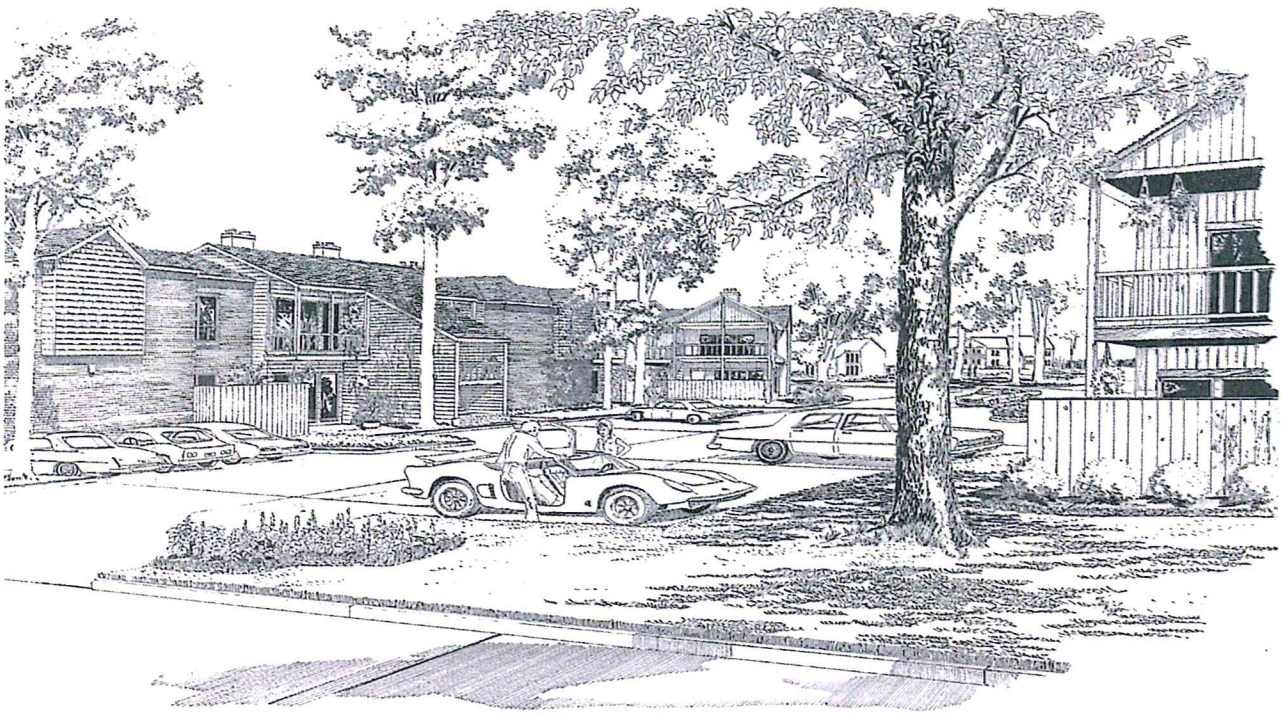


**HUDSON OAKS TOWNHOMES
SECTION 2 HOMEOWNERS'
ASSOCIATION, INC.**



**HOMEOWNER INFORMATION AND
PROCEDURES GUIDE**

2021

**THIS PAMPHLET INCLUDES IMPORTANT AND USEFUL
INFORMATION THAT EVERY OWNER OR RESIDENT
SHOULD KNOW AND HAVE AVAILABLE PERTAINING TO
EMERGENCIES AND PROPERTY RULES AND REGULATIONS**

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HUDSON OAKS SECTION 2 HOMEOWNER INFORMATION AND PROCEDURES GUIDE

Following is a summary of basic information, procedures, and rules and regulations, that each owner/resident should know. Any owner who rents or leases their Apartment/Unit to another individual(s) is required to make sure such individual is informed and has knowledge of the contents of this pamphlet.

1. **MANAGEMENT:** Management is provided by RESC Corp. and Mr. Doyle Epps is the primary contact. He may be reached at 713-780-1940, or may be reached by email at depps@resc-tx.com, concerning all common area problems. Maintenance Request Forms are available at the guard house and may be left there. They are picked up daily. A work order form may also be accessed at the hudsonoakstownhomessection2.com web site. You can also submit maintenance request online, via your Resident Portal, at <https://resccorp.managebuilding.com/Resident/public/home>. See Paragraph 3 for additional numbers.

2. **HOMEOWNER DETAILS:**

☞ Your address:

**11711 Memorial Drive
Unit _____
Houston, Texas 77024**

☞ Hudson Oaks Section 2 has a unique Web site that provides access to Condominium Documents, property history, Section 2 information and Work Order Forms that can be completed and emailed through the site to management. The Web Site address is: hudsonoakstownhomessection2.com.

☞ Submit your change of address at the nearest postal sub-station: Memorial Park Station, 10505 Town & Country Way, 713-465-1416.

☞ Section 2 mailboxes are located on Hudson Oaks Lane nearest Building 13.

☞ Contact your utility companies to disconnect at your previous address (if applicable) and connect at your Hudson Oaks address.

Reliant Energy	713-207-7777
AT&T, telephone new service	1-800-464-7928
AT&T, telephone, repairs	1-800-246-8464
Comcast	1-855-307-4896

3. **EMERGENCY PHONE NUMBERS:**

FIRE	911; non emergency 713-227-2323
POLICE	911; non emergency 713-222-3131
AMBULANCE	911; non emergency 713-227-2323
ENTRY COURTESY OFFICER	713-780-9033
MANAGEMENT OFFICE	713-780-1940
MANAGEMENT OFFICE FAX	713-780-2164
MANAGEMENT EMAIL	depps@resc-tx.com
CITY OF HOUSTON PET CONTROL	281-999-3191
CHARLIE'S PLUMBING	713-941-3162
FLOOD SERVICING & RESTORATION	713-954-0777

A mobile-responsive internet system has been created that will allow you to securely access your individual owner account. The site, allows you many benefits including the ability to: make online payments by electronic transfer and credit card; view your payment and billing history; submit service requests directly from your mobile device or computer;

communicate questions and comments to RESC; and access important association documents. To activate your account, we encourage you to contact RESC Corp for a new temporary password and they will email to you so that you can be prompted to create your own.

4. **ALTERATIONS AND RENOVATIONS:** Any renovation, change or addition to the exterior of any Building or Apartment/Unit in Section 2 are subject to the written approval of the Board as outlined in the Hudson Oaks Section 2 of the Condominium Declaration and By-Laws, and Rules and Regulations. This approval process insures that the Section's general appearance and standards are maintained for the mutual benefit of all the owners.

Any renovation, change or addition to the exterior of any building or individual Apartment/Unit without the written consent of the Board is subject to immediate removal at the expense of the owner. Any damage caused by the renovation, change or addition, or any damage caused by the subsequent removal will be billed to the owner. Any planned renovation, addition or change must be submitted to the Board in writing. The Board will review any written request at the next monthly Board meeting and communicate their underlying decision on a timely basis. This includes any color as well as physical alteration.

- a. **WINDOW TREATMENTS:** The *outside facing of window treatments* must be beige or white to maintain a uniform look throughout the property. Shades of brown or other colors including but not limited to brown wooden blinds are not acceptable.
- b. **FRENCH DOORS / OTHER DOORS:** Installation of French Doors as replacements for sliding glass doors requires Board approval or may be subject to removal. All front doors of any type must be painted the standard color of brown that has been approved by the Association regardless of the make or material of the door (i.e., galvanized or metal). It is the owner's responsibility to both comply with this paint color standard and while maintaining any door manufacture warranty issues. Front or main entry doors may not be replaced except in accordance with paragraph 28.
- c. **AIR CONDITIONING UNITS:** Those owners who find it necessary to replace their Air Conditioning Unit should confirm that their contractor will remove the old unit as part of their service. Many of these units are on the roofs of the buildings and the owner will be held responsible for the cost of removal if the contractor fails to remove it. See paragraph 28.
- d. The maintenance and repair of the chimney systems (fireplace, flues, chimney caps and vents, etc), dryer and stove vents, unit electrical box and wires and plumbing pipes that service only that unit are the owner's responsibility. The Condominium Declaration confirms that all heating and air conditioning equipment, ducts, and lines, and all utility pipes, lines, systems, and fixtures that serve only one Unit are the responsibility of the Owner, whether such items are located within the space enclosed by the boundaries of such Unit or not. See paragraph 28.

Any contractor who an owner retains to renovate or repair individual units must abide by all rules and regulations of the Association. Contractors must remove **all** waste material and discarded appliances from the property. Waste material and appliances are not to be discarded in the trash dumpsters. Any contractor work that generates noise that may disturb the surrounding neighbors may only occur between the hours of 10:00 A.M. and 6:00 P.M. The owner is subject to fines by the Board if this policy is violated.

5. **ASSESSMENT FEES:** The monthly assessment fees are determined through an annual budget analysis performed by the Association's Board of Directors. The assessment fees fund the following expenditures:

- a. Maintenance and repair inside owners' homes for problems created by common element malfunctions.
- b. General maintenance and repair of common elements.
- c. Maintenance, repair, replacement and expansion of common element landscaping.
- d. Mosquito, pest and termite control programs.
- e. Maintenance and repair of the pool.
- f. Basic cable television to each home.
- g. 24-hour Courtesy service at front entrance.
- h. Maintain property, liability, umbrella, workers compensation, directors, and crime insurance on common elements.
- I. Electricity and gas for common elements including exterior lighting and pool area.
- j. Emergency telephone service to pool.
- k. Water and sewer service to all homes.
- l. Exterior water service for use of owners/residents and landscaping.
- m. Dumpster maintenance and removal.
- n. Payroll for maintenance and landscape workers.
- o. Legal/accounting service for maintenance fee collection/vendor payments plus annual independent audit.
- p. Property management services.
- q. Repair and replacement of all common element components, including pool buildings, foundations, streets, exterior lighting, roofs, siding, fencing, underground plumbing and sprinkler system.
- r. Prorated share of Courtesy and guard house costs.

The Association reserves the right to accelerate payment of maintenance fees for owners who are two or more months behind in their payments. The monthly maintenance assessment is due on the first of the month. The monthly late fee for paying an assessment after the 10th of the month has been increased to \$25.00. This fee will be charge every month for each assessment payment that is past due. See Resolution provided in the annual packet for additional details.

- 6. **BARBEQUE GRILLS:** The City of Houston requires charcoal and gas grills be used 10 feet or more from a combustible wall, building or fence. All grills are prohibited from second story balconies. Please do not dispose of hot coals or ashes in the dumpsters or on the grounds because of the potential for an uncontrolled fire. The offending owner/ resident may be fined \$75.00 to \$500.00. See also Sixth Amended Rules & Regulations recited under Item No. 31 below.
- 7. **BOARD MEETING:** General meetings are held on the Fourth (4th) Monday of each month at 6:00 P.M. (unless otherwise posted). Meetings are held at Memorial Drive Christian Church (directly across Memorial Drive from the Hudson Oaks entrance) fellowship room and invite all homeowners to attend. A reminder of the meeting is posted on the board by the mailboxes each month. Owners are encouraged to attend. Your Board of Directors needs your input and support. Notice of any Special Meeting called by the Board, and as described in the By-Laws, will be mailed to each owner 10 days prior to such meeting.
- 8. **CABLE TELEVISION:** This basic service is provided for you as a part of your monthly association dues. You must call Comcast with all service problems or for installation, or to add non-basic channels to service, at 1-855-307-4896. When calling Comcast, be sure to inform them that you are an owner of a condominium that is part of a condominium association (not to be confused with an apartment project; Master Contract 87777031900746444) that has a bulk service agreement with Comcast for basic cable service. While the Association maintains a long-term bulk service contract with Comcast, the individual owner negotiates separate contracts for all other

services.

- a. **SATELLITES, DISHES AND CABLES:** No television antennas or satellite dishes shall be attached to any of the Buildings or maintained outside of an Apartment/Unit without the prior written consent of the Board. Dishes may only be attached to chimneys and may not be attached to the roof of any building. *Please refer to the Installation of Satellite Dishes or Cables policy for further information and amended Rules and Regulations* (a copy was included in the annual packet and is available from management). The owner has the responsibility to insure that the satellite dish and wiring are properly installed by the provider in accordance with the Association's rules and regulations.
- b. Cables to satellite dishes may not be run across the front of any building or from the building over the roof. Improperly installed cable wires are subject to removal by the Association and any costs will be charged to the owner.

9. **CONDOMINIUM DOCUMENTS:** Condominium documents, including but not limited to, Condominium Declaration, Bylaws, and Rules and Regulations should have been provided to each of you at the time of purchase of your Apartment/Unit. (Please re-read these documents and refer to them concerning any issue contained in this pamphlet. You should also refer to them before making any changes to your Apartment/Unit that can be seen from the outside.) Your Association has copies available for anyone who does not have them. A \$35.00 charge is made for the document. The primary documents can also be downloaded from the Web Site, hudsonoakstownhomessection2.com.

10. **FEEDING ANIMALS:** The Board requests that all owners/residents refrain from feeding the animals, including birds, squirrels and raccoons. Although these animals are interesting to watch, it is impossible to feed one group, birds for instance, without attracting rats, mice, squirrels and raccoons. These animals are destructive to the buildings, will nest in the attics, create additional costs to the Association and create nuisance to your neighbor.

11. **FINES:** The Board has resolved pursuant to Article 1, Paragraph 21 of the Condominium Declaration, Rules and Regulations for the Hudson Oaks Townhomes Section 2 Owners Association, Inc. that it is necessary to adopt and enforce an equitable policy in regard to levying fines on owners for continued violation of the rules and regulations enumerated in Exhibit "D" Sixth Amended Rules and Regulations Concerning Use and Occupancy of Hudson Oaks Townhomes Section 2. The Board may levy a fine for the maximum amount of \$200.00 to any owner or resident who continues to violate any of the rules and regulations set forth therein or contained in the Condominium Declaration and Bylaws. Such a fine may only be levied after the owner or resident has (a) received two written notices describing the violation and the underlying rule or regulation, (b) received notice of the amount and necessity of the levied fine, and allowed the violation to remain uncorrected for more than 30 days. The collection of such levied fines shall be in accordance with other rights and remedies available under Article 4, Section 5.

12. **GARBAGE:** Please put all trash in the trash bins. There is no door-to-door garbage pickup. It is unsightly and discourteous to other residents when trash is set outside your Apartment/Unit. Do not use the trash bins at the pool or mail area for trash from your residence.

The trash bins are for the disposal of domestic trash. Trash bins and enclosures are not a depository for unwanted furniture, beds, equipment or personal items. Waste Management will not remove these items. It is each owner/resident's responsibility to remove such items from Hudson Oaks and arrange delivery to Goodwill, the Salvation Army or the City of Houston landfill. Any costs incurred by the Association for the removal of items defined as domestic trash will be charged to the owner responsible.

13. **GENERATORS:** In the event of loss of electricity, personal generators may be used under the following guidelines: (1) they are not to be run indoors or on upper balconies, (2) they must be placed in a well ventilated area, (3) storage of gasoline is prohibited on a patio or balcony, (4) gasoline cans must be stored in a proper container to prevent leakage, fumes and odors, and (5) hours of operation shall be limited from 6:00 a.m. to 11:00 p.m. with the exception of residents with a chronic medical condition (e.g., continued power is required to operate oxygen or other respiratory equipment).
14. **INSURANCE:** The Association maintains a variety of insurance policies including property insurance on the building and on the common elements at Hudson Oaks. This insurance does not cover your personal contents, improvements or living area and it *does not* cover damages that may occur to your Apartment/Unit or an adjacent Apartment/Unit if caused by the non-common elements within your Apartment/Unit. An example would be a dish washer overflow. Most individual condominium policies will not cover the damage to another Apartment/Unit unless negligence is determined. Therefore, do not assume that your neighbor's insurance will cover the cost of repairs to your Apartment/Unit. The owner's insurance agent should be aware of the following Association resolutions:
- a. In the event that a loss or damage to a Building, Common Element or Limited Common Element (as defined in the Condominium Declaration) is caused by the negligence of an owner, his/her tenants, invitees or guests, such owner will be liable for the full amount of any deductible on the Association's master policy.
 - b. In the event of an owner or resident being insured for any loss to the Apartment/Unit, Building, Common Element, Limited Common Element or Project (as defined in the condominium Declaration), the Association shall be entitled to require the owner or resident to claim any loss under such owner/resident policy of insurance. In the event any unit owner obtains coverage that is in any way overlapping of coverage placed by the Association, then the coverage of the owner shall be deemed primary.
 - c. In the event that the loss originates or is caused by the owner, his/her tenants, invitees or guests for failure to maintain the Apartment/Unit (as defined in the condominium Declaration) in good order and repair at all times, or is caused by an owner, his/her tenants, invitees or guests, with or without negligence, such owner will be liable for the full amount of the cost.
15. **KEYS:** Keys may be left at the guard house either on a temporary or permanent basis, but you do so at your own risk and you will be required to sign a waiver form releasing the Association, its associated management agent and Weiser Security from all liability. Keys will not be accepted at the guard house without a completed waiver form regardless of the intended length of time. The form is available at the guard house. Mailbox keys will not be accepted or stored at the guardhouse under any circumstances.
16. **MAINTENANCE AND LANDSCAPING WORK ORDER REQUESTS:** The scheduling of Hudson Oaks Section 2 owners/residents' maintenance requests is an important issue to the Association's Board. To assist the Board in understanding the work requirements and job assignments, owners/residents should utilize mobile-responsive internet system as described in paragraph 3. You may also make your request directly to the management office and they will complete the Maintenance Request Form. **Please do not make your requests verbally to the maintenance and landscaping personnel as these undocumented requests may become misplaced or overlooked.** Cleaning of patios and balconies is the responsibility of the owner/resident and is not a part of the landscape workers duties. The Board appreciates your cooperation in this matter.

17. **PACKAGE DELIVERY:** The Courtesy Officer will not accept or sign for residents' packages unless the following has occurred first:

- a. Delivery service has made an attempt to deliver the package to resident or recipient's unit. If the resident is not home, then the
 - 1. delivery service must leave a notice or other document on resident's door advising of attempted delivery; and
 - 2. resident must sign notice or other document authorizing the delivery service to leave the package(s) at gate house or alternate location for next delivery attempt (the Courtesy Officer and Weiser Security will not be held responsible for damaged or lost packages left at the gate house).
- b. Under no circumstances will the Courtesy Officer accept or sign for residents' packages that:
 - 1. consist of more than five (5) packages per delivery (no more than five packages per unit shall be left at the gate house for pick up at any time);
 - 2. weigh more than 40 lbs.;
 - 3. contain prescriptions or other drugs.

Such packages must be delivered directly to the resident's home, with arrangements for receipt of the packages to be made by the resident (*See the Package Policy enclosed*).

18. **PARKING:** Each Apartment/Unit is the owner of one or two specified parking spaces. All guest parking is for the temporary use of visitors and should not be used as additional parking spaces for "extra" owner automobiles. All guest parking spaces have been identified accordingly. Please use your assigned spaces and leave the street parking open for your guests.

The Board of Directors has implemented a system of parking stickers and visitor parking procedures. There are three different types of parking stickers or hanging placards that will allow vehicles to be parked at Hudson Oaks. Vehicles without a proper sticker or placard will be towed at the owners expense. The three types of stickers or placards are as follows:

- a. **Condominium Owner Numbered Parking Sticker:** These static cling, round, green and white stickers should be displayed in the upper corner on the driver's side of the vehicle's windshield but below any dark tinting. One new sticker will be issued to the homeowner for each assigned parking space that individual owns. The placement of the stickers helps the guards see them and allows vehicle traffic to pass the Courtesy office in a more timely fashion. Each sticker has a unique number. The owner will be issued the correct number of sticker after the owner has submitted a properly completed HUDSON OAKS OWNER/RESIDENT INFORMATION SHEET. These Sheets may be obtained from the Courtesy Post Officer and on the Association's Web site, ***hudsonoakstownhomessection2.com***.
- b. **"V" Placards:** These are orange 3" by 6" paper placards that are displayed in the vehicles by hanging them from the rearview mirror with the Unit number being visible from the exterior of the vehicle. The unit number of the resident associated with the visitor will be written on the placard by the Officer. A "V" Placard is used for invited guests of residents or for additional vehicles of residents who have more vehicles than assigned parking spaces. They can be obtained at the guard house. No more than three "V" placards will be issued to any one owner.

- c. Temporary Parking Placards: These are white, letter size placards that are displayed in the vehicles by hanging them from the rearview mirror or prominently displaying them on the dashboard. They have basic rules on one side and a map of either Section 1A, 1B or 2 on the reverse side. The Placards are laminated and numbered. They should be provided to an approved visitor or contractor upon entering the property and returned to the Courtesy Officer when they leave.

See also Sixth Amended Rules & Regulations recited under Item No. 31 below.

19. **PEST CONTROL:** Your association dues provide for normal pest control within your Apartment/Unit. Requests may be made by calling the Courtesy Officer at 713-780-9033. The pest control company is on the property each Thursday. You must be at home or leave a key at the guard house for this service.
20. **PETS:** A maximum of two household pets (under 25 pounds) per household are allowed at Hudson Oaks Section 2 (*see* Article 2 of the Condominium Declaration). The Board reserves the right assess a fine against any owner/resident who fails to comply with this limitation.
 - a. Owners/residents must abide by the *City of Houston Leash Laws*. A City of Houston ordinance requires that all pets be restrained by a leash when outdoors and within the City limits.
 - b. Every pet owner or walker is required to collect their pet's waste and dispose of it in a proper and sanitary manner. Those owners/residents who do not comply will be assessed a fine by the Board.
 - c. Owners/residents of unattended barking dogs left on balconies or patios or in the Apartment/Unit are subject to fines by the Association as provided for by the Condominium Declaration.

Any person can call the City of Houston's Animal Control Center (281-999-3191) concerning a pet owner not complying with the above ordinances. The Animal Control Center will contact the offending individual, remove the animal and/or fine the owner \$75.00 to \$500.00.

See also Sixth Amended Rules & Regulations recited under Item No. 31 below.

21. **PLANT WATERING:** The water bill for the property and each Apartment/Unit is paid by your Association and represents a major expense. Your Board of Directors asks that you obtain a nozzle for a water hose that will shut off completely when not being used. You are asked to maintain your Apartment/Unit's interior faucets to prevent them from leaking or dripping and your toilet or commode from continually running. Also, please report any leaks in exterior faucets and or lawn sprinklers to the office at 713-780-1940. Owners/ residents will be charged a \$100.00 fee for unattended water hoses which allow the water to remain running.
22. **POOL:** There is one pool in Hudson Oaks Section 2 for use by residents and guests. Swimming is at your own risk and all pool rules and hours are posted and must be followed. Children may not be left unattended. Dogs are not allowed within the pool area. Use of the pool is prohibited after 10:00 P.M.
23. **SALES AND DISPLAYS:** The Association's Condominium Declaration and Rules and Regulations prohibit the display of real estate advertising signs and all other signage (including security provider signs) in front or in the windows of any Apartment/Unit or on the Property. It is also prohibited to conduct realtor "open house" showings, garage sales, yard sales or any other

business operations. The limitations on resident and visitor parking and to maintain the reasonable privacy of the owners, requires that this policy be strictly enforced.

See also Sixth Amended Rules & Regulations recited under Item No. 31 below.

24. **COURTESY OFFICER:** The front entrance courtesy booth to the property may be reached by dialing 713-780-9033. The Courtesy Officer's duties prevent him/her leaving the booth for any reason.
- a. **PARKING STICKERS:** You may obtain resident or visitor parking stickers from the supervising Courtesy Officer or Management. The officers have been instructed to stop and verify any automobile that does not have a current valid sticker. A form must be completed before any parking sticker is provided to a resident. The form may be obtained from the Courtesy Officer on the Association's Web site, ***hudsonoakstownhomessection2.com***.
 - b. **VISITORS:** If you are expecting visitors or contractors, you should call the Courtesy Officer and leave entrance instructions. Otherwise, your visitor may be detained or refused entrance.
 - c. **RESIDENT LISTING:** The Courtesy Officer utilizes an owner/resident listing that includes telephone numbers, resident names and automobile license numbers. This information assists the officer in responding to resident emergencies and queries. This information is obtained from the form described in paragraph a. above.

25. **WATER HOSES:** Water hoses must be detached from the hose bib or water faucet when not in use. Personal hoses cannot be permanently attached to any common outside water faucet or hose bib.
- a. Owners/residents must leave water hoses coiled under the hose bib or water faucet when not in use. The hose cannot be left strung or laying around the common grounds. The Association has installed hose hangers at most of the water faucet locations.
 - b. If there is an Association water hose already stored/coiled at the outside water faucet, the resident must store the personal water hose on the resident's patio or balcony. (Note: hoses stored on balcony or patio with railings versus fences must be kept in a storage container or inside the residence).
 - c. Hoses cannot be stored on the common grounds around the resident's patio or balcony (i.e., behind bushes or laying outside patio or balcony) nor can they be left hanging over the top or under the bottom of a resident's balcony or patio when not in use.

See also "Use and Storage of Personal Water Hoses" policy and Sixth Amended Rules and Regulations.

26. **WATER LEAKS SHUTOFF:** Water leaks that are damaging, or have the potential to damage an Apartment/Unit, should be immediately reported to the Courtesy Officer at 713-780-9033. The Courtesy Officer will contact the appropriate individual for immediate response. There are water turnoff valves at the end of each building and every owner should become familiar about their exact location in case of an emergency so that the water can be shut off for that building immediately. Generally an owner may experience one of two types of water leaks in the unit as follows:
- a. A small roof or plumbing leak that is not causing a pervasive problem should be called into the Management Company or a Maintenance Request Form may be completed. A roofer or plumbing contractor will be scheduled to investigate and correct the problem. The cost of

these repairs will be born by the Association if a common element failure created it. The owner will be responsible for the cost if the leak originated from an element that is the responsibility of the owner. The definitions of common element, apartment/unit and owner responsibilities are outlined in the Condominium Declaration.

b. A major leak, which is often from water pipe leaks, washer overflows and shower/tub damage, causes immediate pervasive problems to one or more Apartments/Units. These water problems are the responsibility of the owner and may or may not include damage to an adjoining Apartment/Unit. This situation is one reason why each owner should obtain condominium insurance. Management has identified certain contractors who are responsive to these problems and the owner/resident may contact them directly to minimize the damages. The owner may also contact a contractor of his/her choice. They are as follows:

1. For emergency plumbing issues the owner may call Charlie's Plumbing at 713-941-3162.
2. For water cleanup the owner may call Flood Servicing and Restoration at 713-954-0777.
3. For assistance for emergency shut-off of water to the unit or building, the owner should call the Courtesy Officer who will contact the maintenance supervisor and the appropriate contractor.
4. Any unit plumbing repair performed by an owner or a contract plumber that requires the water to the building to be shut off must notify the RESC a minimum of 48 hours in advance. RESC will post notices describing when the water will be shut off. The water will not be shut off prior to 10:00 A.M or after 4:00 P.M. on weekdays or at any time on the weekends.

27. **WINDOW MAINTENANCE AND REPLACEMENT:** Owners/residents may observe that some of their windows are displaying a frosty or cloudy appearance that cannot be cleaned. The frosty or cloudy appearance is the result of the rubber seal around the edges of the window glazing breaking, decomposing or dissolving. This results in the integrity between the double panels of window glazing being destroyed and the cloudiness developing. Windows with compromised rubber seals will also allow water penetration into the interior of the unit. The Board has reviewed the By-Laws and Condominium Declaration and determined that the replacement of windows is ordinarily a responsibility of the unit owner unless the Association's actions directly resulted in the damage of a window. Replacement windows may selected by owners may be either double or single pain windows. The windows, regardless of type, cannot be tented and have a appearance of the original window as viewed from the exterior.

Information obtained from the manufacturers and distributors confirmed that there are three basic types of double-panel windows: one with aluminum frames; one with vinyl frames; and one with composite frames. The aluminum framed windows are the cheapest and carry very limited warranties. This is because aluminum is an excellent conductor of heat and this accelerates the destruction of the rubber seal. Vinyl frames are more expensive but include better warranties and average life. Composite frames are more expensive and most carry a life time warranty.

The manufacturers confirmed that the rubber seals will decompose from excessive heat, cold, vibration, faulty installation, poor product quality, rain, certain cleaning agents, light and water. Any or all of these factors will cause the rubber seals to break and the windows to become cloudy or frosted. These factors will usually affect an aluminum framed window within five to fifteen years. It is not advisable to replace just the window glazing because it is very difficult to reproduce the rubber seals and the contractors will not warrant their work.

It is impossible to determine which or what combination of these factors created the clouding or frosting displayed in particular windows. Many of the aluminum framed windows in Hudson Oaks are displaying the same problem and all of them have been replaced at the various owners' expense.

See also Sixth Amended Rules & Regulations recited under Paragraph 31.

28. **OWNER SYSTEM RESPONSIBILITIES:** The maintenance and repair of the systems including: dryer and stove vents; chimney systems; unit electrical box and wires; doors and windows; and plumbing pipes that service only that unit are the owner's responsibility. The Condominium Declaration confirms that all heating and air conditioning equipment, ducts, and lines, and all utility pipes, lines, systems, and fixtures that serve only one Unit are the responsibility of the Owner, whether such items are located within the space enclosed by the boundaries of such Unit or not. This includes:

Front Doors: Owners are responsible for their replacement and maintenance. Owners have three options when considering front/entry door replacements as follows:

A. An exterior rated door with a flat surface (no molding). The Association will install a molding on the exterior of the door to allow it to conform to the appearance approved by the Board. This is not the responsibility of the Association, but to do otherwise would create a mixture of different front door looks.

B. An exterior rated door that displays two solid rectangular panels that create a look similar to the original door.

C. An exterior rated door that displays two solid panels, one of which may have a curve horizontal member. See front door of 623 for example.

All front doors of any type must be painted the standard color of brown that has been approved by the Association regardless of the make or material of the door (i.e., galvanized or metal). It is the owner's responsibility to both comply with this paint color standard while maintaining any door manufacture warranty issues. As a practical matter, the Association supplies paint to the owner for the front doors and often will, time permitting, paint the doors. The Owner is responsible for the threshold but the Association will chalk and/or replace the exterior trim. The Association will make adjustments to the front door as a convenience if time is available.

Windows and Sliding Glass Doors: Owners are responsible for their replacement and maintenance. Any change to exterior view of the windows or doors must be approved by the Association. The Association will supply paint but it is the Owner's responsibility to have the color conform to standards and chalking. Association will chalk the exterior of the window when the exterior trim (not the window) is replaced.

Air Conditioning Systems: Owners are responsible for their replacement and maintenance. This includes the handler in the home, all AC lines, pans, electrical lines, mounting systems, brackets and covers located inside or outside the home's walls. Also includes the AC compressor (approximately 50% are located on the roofs) and includes mounting systems, plates and covers.

Plumbing: Owners are responsible for all fixtures, lines, filters, brackets and valves that service only that home whether located inside or outside the walls of the home. This includes exhaust lines that vent to the exterior. Historically, when a roof, whether flat or pitched, is replaced the plumbing exhaust lines that extend through the roof are recovered

with new lead jackets. This is not an Association expense but the cost is contained within the roofing contracts and has never been separated.

Vents: Owners are responsible for their replacement and maintenance. There are at least two types of vents that extend from the home to the exterior. Dryer vents and stove vents may extend to the side of the building and some extend through attic space to the roof. These vents have vent covers. Historically, when a roof, whether flat or pitched, is replaced the vent covers on the roof are replaced. This is not an Association expense but the cost is contained within the roofing contracts and has never been separated. When a individual vent cover is replace (not part of roof replacement) it is the cost of the Owner.

Chimney: Chimneys includes the fireplace located in the unit, the cutoffs, dampers, smoke lifts, flues, hearths, flue liners, flue (chimney caps) and flue (chimney) crowns. Owners are responsible for the repair and maintenance of their chimney systems. The Association has maintained and repaired the exteriors that surround the chimney systems whether wood or stucco. During the maintenance of the exteriors, the Association has painted and chalked the exterior exposed surfaces of the chimney flue and crown.

Cable: Owners are responsible for their replacement and maintenance except that Comcast Cable has been contacted to maintain the cable systems. It is the responsibility of the owner to ensure that Comcast covers and buries the cables directly related to the owner's unit.

Alterations: The Association allows alterations to the units unless it creates a structural compromise. The Owner is responsible for the maintenance, repair and related damages caused, directly or indirectly, by that alternation.

29. **OWNER RESPONSIBILITIES FOR LEASING UNITS.** It is the owner's responsibility comply with various requirements when leasing at unit at Hudson Oaks to a third party. These requirements are necessary when the lease is a market value lease or the owner is providing the unit to a relative or friend free of charge. These requirements are defined in the Rule 25 and 27. These Rules include details concerning number of occupants, lease term, screening and exclusion of short term rentals. Every owner must comply with this Rule to avoid penalties and charges.

30. **NOISE DISTURBANCE:** The Association confirms and adopts the City of Houston noise ordinance (Ordinance No 01-945, § 2, 10-17-01) that confirms that it unlawful for any person to make, continue, or cause to be made or continued any loud, unnecessary, or unusual noise that annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others. The ordinance includes amplified sound, noisy vehicles and other disturbances. See Rule 28 for details.

31. **SIXTH AMENDED RULES AND REGULATIONS CONCERNING USE AND OCCUPANCY OF HUDSON OAKS TOWNHOMES SECTION 2 OWNERS ASSOCIATION INC:**

1. **Barbeque Grills:** Both gas and charcoal grills shall be used in accordance to the City of Houston's Fire Code Ordinance, which requires use of charcoal and gas grills at least 10 feet from a combustible building material (including wooden fences). All grills are prohibited from second story balconies. Charcoals or ashes shall not be deposited in the dumpsters or on the grounds of the Project to prevent fires.
2. **Common areas:** No sidewalk, driveway, parking area, public hallway, walkway, stairway, area under any stairway, or any other Common Area, shall be obstructed in any manner, nor shall any Owner or Resident store or place or cause to be stored or placed any object in such areas. No Owner or

Resident place any potted plant or flower or decorative item in the Common Areas except that the Owner may maintained as many as two potted plants at or near their individual front and back doors. The Owner is not limited to the number of potted plants contained inside an enclosed patio. Any plants the Owner wishes to place in the Common Areas will be planted with the assistance of the landscaping staff. No Owner or Resident will hang any emblem, decoration or symbol on any exterior of any building with the following exception:

A wreath may be mounted to the front door two weeks before and after the following holidays:

Christmas
New Years day
Easter
Halloween
Memorial Day
Thanksgiving Day
Valentines Day
Independence Day

Such wreath is prohibited if it: threatens the public health or safety; violates a law; contains language, graphics, or any display that is patently offensive to the passerby; is in a location other than the entry door; or it exceeds twenty four (24) inches in diameter as measured from its exterior edges.

Nonconforming items will be removed by the Association and any damage to the exterior to be charged to the Owner. No Owner shall have any right to modify, alter, repair, decorate, redecorate, or improve the exterior of any Apartment, or to take any such action with respect to the interior or exterior of any of the Common Elements or the Limited Common Elements. No Owner shall have any right to place any sign in or on any Apartment or elsewhere on the Project without the prior written consent of the Board, and the Board shall have the right to remove any sign so placed without permission. These items will be removed by the Association and any damage to the exterior to be charged to the Owner.

3. Umbrellas: No Owner or Resident shall display more than one umbrella in any one patio. The umbrella so displayed must be one solid color, must be standing upright and close when not in use. Umbrellas shall be deemed to be in use when individuals are physically sitting or standing under it.
4. Fines: The Board has resolved pursuant to Article 1, Paragraph 21 of the Condominium Declaration, Rules and Regulations for the Hudson Oaks Townhomes Section 2 Owners Association, Inc. that it is necessary to adopt and enforce an equitable policy in regard to levying fines on Owners for continued violation of these regulations. The Board may levy a fine for the maximum amount of \$200.00 to any Owner or resident who continues to violate any of the rules and regulations set forth herein or contained in the Condominium Declaration and Bylaws. Such a fine may only be levied after the following:
 - a. The Owner or resident has received two written notices describing the violation and the underlying rule or regulation,
 - b. The Owner or resident received notice of the amount and necessity of the levied fine, and
 - c. The Owner or resident allowed the violation to remain uncorrected for more than 30 days. The collection of such levied fines shall be in accordance with other rights and remedies available under Article 4, Section 5.
5. French Doors / Other Doors: : Installation of French Doors as replacements for sliding glass doors requires Board approval or may be subject to removal. Owners have three options when considering front/entry door replacements as follows:
 - A. An exterior rated door with a flat surface (no molding). The Association will install a molding on the exterior of the door to allow it to conform to the appearance approved by the Board. This is not the responsibility of the Association, but to do otherwise would create a mixture of different front door looks.
 - B. An exterior rated door that displays two solid rectangular panels that create a look similar to the original door.
 - C. An exterior rated door that displays two solid panels, one of which may have a curve horizontal member. See front door of 623 for example.

All front doors and exterior trim of any type must be painted the standard color of brown that has been approved by the Association regardless of the make or material of the door (i.e., galvanized or metal). It is the owner's responsibility to both comply with this paint color standard while maintaining any door manufacture warranty issues. As a practical matter, the Association supplies paint to the owner for the front doors and often will, time permitting, paint the doors. The Owner is responsible for the threshold but the Association will chalk and/or replace the exterior trim. The Association will make adjustments to the front door as a convenience if time is available. (See *also* French Door Policy dated January 1, 2010, which is made part of these Rules and Regulations.)

6. Use of Generators: In the event of loss of electricity, personal generators may be used under the following guidelines:
 - a. Generators are not to be run indoors or on upper balconies,
 - b. Generators must be placed in a well ventilated area,
 - c. Storage of gasoline is prohibited on a patio or balcony,
 - d. Gasoline cans must be stored in a proper container to prevent leakage, fumes and odors, and
 - e. Hours of operation shall be limited from 6:00 a.m. to 11:00 p.m. with the exception of residents with a chronic medical condition (e.g., continued power is required to operate oxygen or other respiratory equipment).

7. Key Control/Log: Keys may be left at the guard house. However, no keys will be stored at the guard house without the resident signing a hold harmless waiver. The hold harmless waiver will release Weiser Security and associated Courtesy Officers from any liability related to a lost key. The form is available at the guard house. (See *also* Key Control at Gate House policy dated January 1, 2009, which is made part of these Rules and Regulations.)

8. Patios or Balconies: Owners or Residents may place upon balconies or patios appurtenant to such Owner or Resident's Unit: patio furniture; and such decorative items as such Owner or Resident may deem desirable; however, balconies or patios may not be used as extra storage space of items that detracts from the general appearance of the Project (e.g., tool boxes, ladders, flammable liquids or other items that would otherwise be stored in your home or offsite storage). See Rule 26 Bicycle and Tricycle Storage, for additional rules concerning the storage of Bicycles and Tricycles. The Board has determined that such a detractions from general appearance occurs when the item can be seen from outside the balcony or patio. Thus, a container stored on the patio that is below the top of an enclosed patio fence is not a detraction. The Board shall have the right at any time to direct removal of any item that the Board determines, in its sole discretion, is distasteful and diminishes the Project's general appearance. Empty flower pots or empty plant containers shall not be stored on any balcony or patio, nor shall they be stored in any Common or Limited Area.

9. Parking/Towing: Various parking rules are as follows:
 - a. Each Unit is the Owner of one or two specified covered parking spaces. All guest parking is for the temporary use of visitors and should not be used as additional parking spaces for "extra" Owner or resident automobiles. Owners or Residents shall use their assigned spaces and leave the street parking and "guest parking" available for guests.
 - b. Owners or Residents shall not permit their family, guest, or invitees to use parking spaces of other Owners or Residents.
 - c. Owners or Residents are required to park their vehicles within their Limited Common area and/or assigned Parking Space(s). Owners or Residents of a Unit with more vehicles than assigned parking spaces, may not use the undercover Guest Parking spaces and/or an unoccupied Unit's assigned parking space(s) as their exclusive property. These "additional" vehicles will need to be parked on the street and in compliance with Rules and Regulations listed herein.
 - d. No vehicle of any kind shall be parked, stored or otherwise permitted to remain adjacent to any curb or area designated as a no parking area as indicated by sign or curb marked as a no parking area. Parking in spaces designated as "Fire Lane" or "No Parking" are subject to towing without notice.
 - e. No vehicle, bicycle or tricycle, of any type whatsoever may be parked or kept in front or along the side of an Owner's designated parking space.
 - f. No vehicle of any type whatsoever may be parked or kept in an Owner's designated and numbered parking space (which is Limited Common Elements assigned to such individual Owner) that is inoperative as defined by the Board and stated in these Rules and

Regulations, nor shall any repair work be done to vehicles in a parking space or anywhere on the property.

- g. No trailers, boats, structures, out-buildings or oversized vehicles will be permitted on the Property.
 - h. No Owner or Resident shall use the streets of the Property for permanent or long-term parking of their vehicles or any vehicle of their family, guest or invitee. A vehicle parked on any street for more than 72 hours at a time may be subject to towing after initial warning.
 - i. License plates, registration and inspection tags and/or stickers must be kept current and in compliance with state or local laws. Vehicles parked on the Property that are not in compliance with such laws are subject to towing after initial warning.
 - j. Vehicles towed from property that have been in violation of the Association's bylaws, rules and regulations or policies will be recovered at the Owner's time and expense.
 - k. The Board has contracted a towing company to patrol the property and violators of these Rules and Regulations may be towed at Owner's or operator's expense.
10. Pets: Various rules regarding pets are as follows:
- a. The Board shall have the right to direct the removal of any pet that is a nuisance to any Owner or Resident (or their pets) on the Project, which includes, but is not limited to, excessive barking or biting.
 - b. No household is allowed more than two household pets under 25 lbs. each (see Article 2 of the Condominium Declaration). The Board shall have the right to direct removal of any pet from a household that exceeds these maximums.
 - c. All pets (including cats) must be restrained by a leash when outside of its Owner's Unit, and no pet shall be allowed to run loose within the confines of the Project (see City of Houston Lease Laws). Pets roaming freely on the property are subject to removal at any time and without notice.
 - d. Pet Owners (or pet walkers) are required to pick up all fecal material (feces) deposited by their pets (dogs *and* cats) at any location on the property and dispose of it in a proper and sanitary manner in order to prevent disease and maintain cleanliness of the property (see City of Houston Pooper Scooper Law).
11. Satellites, Dishes or Antennas and Cables: No television, telephone or radio antennas or cables, satellites or dishes shall be attached to any of the buildings or maintained outside of a Unit without the Prior Written Consent Of The Board. Owners/Residents May Not Run (Or Allow Their Contractors To Run) Cable Wiring Across The Buildings Or From Buildings Over Rooftops And Are Subject To Removal. (See also Installation of Satellite Dishes and Cables policy dated January 1, 2010, which is made part of these Rules and Regulations.) If the Owner or Residents contracts Comcast or any other contractor to install addition outlets in their unit which requires additional cables outside the unit, it is the Owners responsibility to insure that these new cables are properly secured, buried and hidden from view. Any cable not so install will be properly covered/buried by the Association and the Owner will be charged not less than \$250.00.
12. Signs/Open House (including Realtors): No sign, notice or advertisement of any kind (including, but not limited to, sale or rental signs, Open House signs, garage or yard sale signs) shall be posted within the confines of the Project (including individual Units) without the prior written consent of the Board, except the common Bulletin Board located at the mailboxes. Open Houses are not allowed to take place in any Unit on the Project. Realtors, brokers and sellers must comply with the Bylaws and Rules and Regulations of the Project.
13. Swimming Pool: The swimming pool and other Common Areas are for use by all Owners and Residents. Owners or Residents, as well as their guests or invitees, must abide by the rules for recreational facilities and public facilities as posted in such areas from time to time by the Board. Such rules and regulations will be deemed to be a part of these Rules and Regulations and will be enforceable in the same manner as provided for in the Declaration thereof.
14. Use and Storage of Personal Water Hoses: Water hoses must be detached from the hose bib or water faucet when not in use. Personal hoses cannot be permanently attached to any common outside water faucet or hose bib. The hose bib or water faucet must be tightly turned off after use to prevent water from leaking or dripping. Residents must leave water hoses coiled under the hose bib or water faucet when not in use. The hose cannot be left strung or laying around the common grounds. If there is an Association water hose already stored/coiled at the outside water faucet, the resident must store the personal water hose on the resident's patio or balcony. Hoses cannot be

stored on the common grounds around the resident's patio or balcony (i.e., behind bushes or laying outside patio or balcony) nor can they be left hanging over the top or under the bottom of a resident's balcony or patio when not in use. (See also Use and Storage of Personal Water Hoses policy dated September 1, 2009, which is made part of these Rules and Regulations.)

15. Water Faucets/Appliances: Outside water faucets shall not be left running and are not for the use of any one Unit. Hoses shall not be continually connected from any common water faucet to any one Unit. Indoor water faucets, dishwashers, garbage disposals and similar apparatus shall not be left running for an unreasonable or unnecessary length of time.
16. Windows: Each Owner or Resident shall keep his/her Unit in good order and repair. Frosted and damaged windows must be repaired or replaced at the Owner's expense in a reasonable amount of time as determined by the Board.
17. Window treatments: Curtains, blinds or other window treatments that can be seen from outside the Unit must be white or beige in color. Shades of brown or other colors including but not limited to brown wooden blinds are not acceptable.
18. Insurance: The Board oversees insuring the Buildings, Common Elements and Limited Common Elements of the Project as defined in the Condominium Declaration. The Board adopted and filed of record the following policies regarding insurance:
 - a. In the event that the loss or damage to a Building, Common Element or Limited Common Element (as defined in the Condominium Declaration) is caused by the negligence of an Owner, his/her tenants, invitees or guests, such Owner will be liable for the full amount of any deductible on the Association's master policy.
 - b. In the event of an Owner or resident being insured for any loss to the Apartment, Building, Common Element, Limited Common Element or Project (as defined in the condominium Declaration), the Association shall be entitled to require the Owner and /or resident to claim any loss under such Owner/resident policy of insurance. In the event any unit Owner obtains coverage that is in any way overlapping of coverage placed by the Association, then the coverage of the Owner shall be deemed primary.
 - c. In the event that the loss originates or is caused by the Owner, his/her tenants, invitees or guests for failure to maintain the Apartment (as defined in the condominium Declaration) in good order and repair at all times, or is caused by an Owner, his/her tenants, invitees or guests, with or without negligence, such Owner will be liable for the full amount of the cost.
19. Package Policies: The Courtesy Officer at the Front Entrance will not accept or sign for residents' packages unless the following has occurred first:
 - a. Delivery service has made an attempt to deliver the package to resident or recipient's unit. If the resident is not home, then the delivery service must leave a notice or other document on resident's door advising of attempted delivery; and the resident must sign notice or other document authorizing the delivery service to leave the package(s) at gate house or alternate location for next delivery attempt (the Courtesy Officer and Weiser Security will not be held responsible for damaged or lost packages left at the gate house).
 - b. Under no circumstances will the Courtesy Officer accept or sign for residents' packages that: consist of more than five (5) packages per delivery (no more than five packages per unit shall be left at the gate house for pick up at any time); weigh more than 40 lbs; or contain prescriptions or other drugs. Any package not complying with these requirements must be delivered directly to the resident's home, with arrangements for receipt of the packages to be made by the resident.
 - c. The delivery service will be asked to pick up any packages left at the gate house for more than five (5) days and the resident must make arrangements for re-delivery with the delivery service. It is the responsibility of each resident to check their doors (front and back) for delivery receipts or notes from any delivery service.
20. Delinquent Assessments: The Board has adopted and filed of record with Harris County Clerk the following policies regarding the collection of delinquent assessments owed by an Owner:

- a. Any monthly assessment, or any portion thereof, due from an owner for more than 60 days shall be considered delinquent and the Association's attorney may be instructed to pursue all legal remedies for the collection of such funds including legal charges and late fees associated with such a collection process.
 - b. Any Owner that displays as reoccurring delinquent payment history shall be subject to an acceleration of the next twelve months of monthly assessments whereby the sum of the next twelve month's assessments will be currently due in accordance with Article 4, Section 5 of the Condominium Declaration. A reoccurring delinquent payment history is defined as any Owner that has been referred to the Association's attorney in accordance with paragraph 1 more than twice in previous 24 month period.
21. Rain Barrel Installation: The Board prepared and filed of record with the Harris County Clerk a Rainwater harvesting System Policy. Those Owners interested in this policy, they may obtain a copy from the County Clerk or RESC. An Owner should obtain a copy of this policy before attempting to install any rainwater harvesting system anywhere on the property. A part of this policy includes an operation agreement that must be executed by the Owner and Association.
 22. Solar Energy Devices: The Board prepared and filed of record with the Harris County Clerk a Solar Energy Device Policy and includes an operations agreement that must be executed by the Owner. Those Owners interested in this policy should obtain a copy from the County Clerk or RESC. An Owner should obtain a copy of this policy before attempting to install any solar device system anywhere on the property. A part of this policy includes an operation agreement that must be executed by the Owner and Association.
 23. Religious Displays: The Board prepared and filed of record with the Harris County Clerk a Religious Display Policy. An Owner may display or affix on the entry to the Owner's unit one or more religious items the display of which is motivated by the Owner's sincere religious beliefs. Such display or affixing of religious items is prohibited if it: threatens the public health or safety; violates a law; contains language, graphics, or any display that is patently offensive to the passerby; is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the Owner's unit; or individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size greater than twenty five (25) square inches.
 24. Displayed Flags and Flagpoles: The Board prepared and filed of record with the Harris County Clerk a Displayed Flags and Flagpoles Policy and includes various rules and guidelines. This policy includes limitation on flag size, number and location. Those Owners interested in this policy should obtain a copy from the County Clerk or RESC. An Owner should obtain a copy of this policy before attempting to install any flag or flag pole anywhere on the property including a Limited Common Area.
 25. Leasing Rules:
 - a. **TENANT SCREENING.** Each Owner shall be required to, and shall be solely responsible for reviewing, researching, and determining the character, criminal background, sex-offender background, prior conviction background, prior landlord referrals, and/or suitability of each prospective tenant and/or other occupant of his or her Unit in such manner which is reasonable and prudent of landlords in Houston, Harris County, Texas for properties comparable to Hudson Oaks Townhomes Section 2 Condominiums at the time such lease application is made/lease entered into (the "Tenant Screening" herein).

In the event that any Owner fails or refuses to perform a Tenant Screening, in addition to the remedies of the Association as set forth in Paragraph 4 below, such Owner shall be liable to any party whomsoever who suffers any damage or injury resulting from the acts of any such tenant/occupant which would have been reasonably foreseeable had the Owner performed such review and research as to such matters and such matters disclosed information which a reasonable and prudent landlord in Houston, Harris County, Texas leasing similar property would have considered unfavorable and grounds for rejection of lease approval.

Further, in the event that the Tenant Screening discloses matters which a reasonable and prudent landlord in Houston, Harris County, Texas leasing similar property would have considered unfavorable and grounds for rejection of lease approval, and such Owner elects to lease to such tenant/occupant notwithstanding same, then such Owner shall be liable to any party whomsoever who suffers any damage or injury resulting from the acts of any such

tenant/occupant which would have been reasonably foreseeable given the matters disclosed by such review and research.

The Association, the Board of Directors, the Officers, and the agents of the Association shall have no obligation to independently review, research, and/or determine the character, criminal background, sex-offender background, prior conviction background, prior landlord referrals, and/or suitability of any prospective tenant/occupant of any Unit in the property.

b. **RESPONSIBILITY FOR TENANT CONDUCT.** Each Owner shall be responsible for, and shall pay for damage to the common elements or any unit caused by the negligence or willful misconduct of the Owner's tenant, any other occupant of the Owner's Unit, or the tenant/occupant's family, guests, employees, contractors, agents, or invitees. Each Owner shall be liable to the Association for violations of the Declaration, Bylaws, or Rules and Regulations of the Association by any tenant of the Owner, or any occupant of the Owner's Unit, or any of the tenant/occupant's family, guests, employees, agents, or invitees, and for costs incurred by the Association to obtain compliance, including attorney fees, whether or not suit is filed.

c. **NAMES OF TENANTS, COPIES OF LEASE(S) AND COMPLIANCE WITH SCREENING REQUIREMENTS.** Not later than the 30th day after the date an Owner leases a Unit to a tenant/occupant, the Owner shall provide the Association with the following:

1. A copy of the fully completed and executed lease (information deemed personal such as social security numbers, business terms, rent amount, etc. may be redacted);

2. As required by Section 82.114(e)(3) of the Texas Uniform Condominium Act, if not shown in the copy of the lease delivered pursuant to item 1 above, the name, address, and telephone number of each and every person occupying the Unit as a tenant/occupant under lease;

3. As required by Section 82.114 (e)(4) of the Texas Uniform Condominium Act, if not shown in the copy of the lease delivered pursuant to item 1 above, the name, address, and telephone number of any person managing the Unit as agent of the Unit Owner; and

4. A written Statement signed by the Owner stating that the Owner conducted the Tenant Screening as required by Paragraph A above. Such written Statement shall outline specifically, the scope of such Tenant Screening and what records or resources were reviewed in connection with such Tenant Screening.

d. **REMEDIES IN THE EVENT OF NON-COMPLIANCE.** Owners who fail or refuse to provide the documentation required by paragraph C above within the time required, shall be subject to the levy of an initial fine in the amount of Fifty Dollars (\$50.00), with a subsequent fine of Ten Dollars (\$10.00) per month thereafter until such time that all of the required information is properly delivered. Any Owner who fails or refuses to provide the documentation required by paragraph C above on two or more occasions during any cumulative twelve (12) month period shall be subject to the levy of a fine in the amount of One Hundred Dollars (\$100.00) for each additional time the Owner fails or refuses to provide such information.

26. Bicycle and Tricycle Storage: Owners and Residents shall store their bicycles and tricycles within their enclosed patios (patios displaying a fence constructed with adjoining vertical wood pickets and a height above four feet) if they have one. Those Owners and Residents that do not have an enclosed patio may store their bicycles and tricycles on their balcony if such vehicles are covered with an appropriate brown or beige bicycle or tricycle cover. Tarps, plastic bags, blankets or sheets are not considered bicycle or tricycle covers. Bicycles and tricycles stored on an enclosed patio shall not extend above the top fence line. Bicycles and tricycle stored under the carports will be removed from the area at the Owners expense.
27. Occupancy and Leasing: Owners and Residents shall conform to the following rules regarding occupancy and leasing:

1. Numbers. A Apartment may be occupied by no more than two (2) persons per bedroom, unless higher occupancy is mandated by public agencies that enforce compliance with the familial status protection of the Fair Housing Act.

2. Danger. 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.

3. Occupancy Defined. Occupancy of a Apartment for purposes of these Rules, shall mean occupancy of at least 10 continuous days or 30 non-continuous days in any twelve (12) month period.

4. Term of Lease. Apartments may be leased only in their entirety; no fraction or portion of any Apartment may be leased. Any lease, rental, or other occupancy agreement covering less than the entire townhome shall be prohibited. The use of a Apartment for hotel, motel, or transient use by individuals who do not utilize such Apartment as his/her/their bona-fide primary or secondary residence shall be and is hereby strictly prohibited. The use of any Apartment for hotel, motel, or transient use shall be and is strictly prohibited. "Hotel, motel, or transient use" shall be defined as to include any use for which the payment of a hotel or motel tax to the State of Texas or the City of Houston would be applicable. No Apartment may be used as a "boarding house" or "rooming house" where less than the entirety of the townhome is subject to a lease, rental, or occupancy arrangement. No subleases or subleasing shall be allowed. A Apartment may not be leased for a term of less than six (6) months.

5. Written Leases. Each lease must be in writing and shall be subject in all respects to the provisions of the Condominium Documents, as amended from time to time, and all instruments affecting title to the condominium property. Any failure by a tenant to comply with the terms of any such documents shall constitute a default under such lease enforceable by the Association as the intended third-party beneficiary of the same. An Owner shall provide the Board of Directors with a copy of each lease of that Owner's Apartment.

28. Noise Disturbance: The Association confirms and adopts the City of Houston noise ordinance (Ordinance No 01-945, § 2, 10-17-01) that confirms that it is unlawful for any person to make, continue, or cause to be made or continued any loud, unnecessary, or unusual noise that annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others. The ordinance includes amplified sound, noisy vehicles and other disturbances.

Subparagraph 5 (Noisy animals and birds) should be of particular interest to Hudson Oaks residents. It reads "The keeping of any animal or bird that causes or makes frequent or long and continued sound that unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of ordinary, reasonable persons of normal sensibilities and ordinary tastes, habits, and modes of living who reside in the vicinity thereof is hereby prohibited and declared to be unlawful as a sound nuisance in violation of this chapter, regardless of whether the sound so created by said animal or bird in within the permissible levels specified in Section 30-6 of this Code."

Subparagraph 10 (Penalty) reads "Any person who violates any provision of this chapter is guilty of an offense and, upon conviction thereof, shall be punished by a fine of not more the \$500.00 by the City. The Association will also fine any owner in conformance with the Rules and Regulations that violate this ordinance. Each hour or portion thereof in which any violation shall occur shall constitute a separate offense.

This ordinance is enforced by the City of Houston Police Department. Any resident that experiences noise as defined by the ordinance should call the Police Department for enforcement. Their non-emergency number is 713.884.3131.

These amended Rules and Regulations are deemed part of the Condominium Declaration and will be enforceable in the same manner as set forth in the Declaration. The Board reserves the right to amend these Rules and Regulations at any time.