

**RULES AND REGULATIONS
OF
3525 SAGE CONDOMINIUMS**

These Rules and Regulations have been adopted by the Board of 3525 SAGE COUNCIL OF CO-OWNERS, a Texas nonprofit corporation and unit owners' association (the "Association"), in accordance with the provisions of the Declaration of Condominiums (the "Declaration") and the Bylaws of the Association.

These Rules and Regulations apply to each of the Units and Common Elements of 3525 Sage Condominiums ("Premises")- By owning a Unit in the Premises, each Owner agrees to abide by these Rules and Regulations, as well as the obligations of Owners provided in the Declaration and Bylaws.

For the convenience of Owners, these Rules and Regulations restate some of the Rules and Regulations and covenants contained in the Declaration. Most of these Rules and Regulations, however, are in addition to the restrictions found in the Declaration. Unless otherwise defined herein, words and phrases defined in the Declaration shall have the same meaning when used in these Rules and Regulations. In the event of a conflict between Governing Instruments (as defined herein), the hierarchy of authority shall be as follows: any Texas Statutes (first), Declaration (second), Articles (third), Bylaws (fourth), these Rules and Regulations (last).

A. COMPLIANCE

- A-1. *Compliance.* Each Owner shall comply with the provisions of these Rules and Regulations, the Declaration, the Bylaws, the Articles, the Act, and community policies promulgated by the Board to supplement these Rules and Regulation, as any of these may be revised from time to time (collectively, the "Governing Instruments"). Each Owner, additionally, shall be responsible for compliance with the Governing Instruments by the occupants of his or her Unit, and his or her or their respective families, invitees, tenants, agents, employees, or contractors. Use of the term "Owner" in these Rules and Regulations shall be deemed to include and apply to the Owner, as well as ail persons for whom the Owner is responsible, including his or her respective families, invitees, tenants, lessees, agents, employees and contractors. An Owner should contact the Board if he or she has a question about these Rules and Regulations.
- A-2. *Additional Rules and Regulations.* Each Owner shall comply with all Rules and Regulations and signs posted from time to time on or around the Premises by the Association, including those regulating the use of recreational facilities. Such posted Rules and Regulations are incorporated in these Rules and Regulations by reference. Each Owner shall comply with notices communicated by the Association, from time to time, in the nature of seasonal or temporary Rules and Regulations or notice of a change affecting use of the Premises. Such temporary Rules and Regulations are incorporated in these Rules and Regulations by reference. The Board reserves the right to levy a fine for the violation of any rule
- A-3. *Waiver.* Certain circumstances may warrant waiver or variance of these Rules and Regulations. An Owner must make written application to the Board for such waiver or variance. If the Board deems the waiver or variance warranted, the Board may condition its approval, which must be in writing to be effective. The Board shall make a record of the waiver in the meeting minutes; and a response to the owner will be made within 30 days of the request.
- A-4. *Guest Rules.* All guests must sign in at the Concierge's desk and be announced to the resident prior to accessing the elevator. When residents have guests for an extended period, they can receive a temporary parking pass from Management for those guests.

- A-5 *Pool Rules.* Residents are limited to four (4) guests in the pool area. At all times, guests must be accompanied by the resident.

B. OBLIGATIONS OF OWNERS

- B-1 *Safety.* Each Owner 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 on the Premises to whom the Owner has a duty of care, control and/or custody.
- B-2 *Damage.* Each Owner is responsible for any loss or damage to his or her Unit, other Units, the personal property of their guests, or the Common Elements and improvements, if such loss or damage is caused by the Owner or by any person for whom the Owner is responsible.
- B-3 *Reimbursement for Enforcement.* An Owner shall promptly reimburse the Association for any expenses incurred by the Association in enforcing the Governing Instruments against the Owner, his or her Unit, or persons for whom the Owner is responsible.
- B-4 *Reimbursement for Damage.* An Owner shall promptly reimburse the Association for the cost of damage to the Premises caused by the negligent or willful conduct of the Owner or the persons for whom, the Owner is responsible.
- B-5 *Background Checks.* All homeowners currently leasing their condo to a third party are required to screen each applicant by running a criminal background check. Every occupant over the age of 18 years old must be screened. The management office must have a copy of the report prior to the new resident moving in. Background checks should be no older than 30 days from move in date. Sublette gets a copy of the new rules, and the owner submits a certified signed copy to management

Reporting problems and concerns, and notices of violations:

1. Submit them verbally to the Concierge
2. Concierge logs complaint, and it gets reviewed by deputy GM the next morning.
3. Deputy GM issues written notification (as necessary) to owner of the unit who is accused of violation.
4. Anyone who wishes to file an anonymous complaint will be handled in the same manner, but no written notification will be possible.

C. OCCUPANCY STANDARDS

- C-1 *Occupancy.* A Unit may be occupied by no more than two persons per bedroom, unless higher occupancy is mandated by public agencies that enforce compliance with the familial status protection of the Fair Housing Act. 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.
- C-2 *Occupancy Defined.* Occupancy of a Unit for purposes of these Rules and Regulations shall mean occupancy of at least 30 continuous days or 60 non-continuous days in any 12-month period.
- C-3 *Leases.* Each lease of a unit must be in writing, fully executed and subject to the provisions of the Declaration. Fully executed leases, background checks and orientations are to be submitted to management before move in. Lease terms are a minimum of 30 days and all residents 18 and older must be on the lease and have a clear background check not older than 30 days from move in date

before elevator reservations can be made or common elements may be utilized. The mere execution of the lease for a unit or occupancy (for any period of time) subjects a tenant to all pertinent provisions of the Residential Governing Documents to the same extent as if a tenant were an owner; provided that notwithstanding the foregoing or any provisions of the lease between Owner and a tenant, the Owner shall not be relieved of any obligation under the Residential Governing Documents and shall remain primarily liable thereunder. The owner is responsible for providing a tenant the Residential Governing Documents and notifying the tenant of any changes therein. The association may send notices of violation by a tenant to both the tenant and the Owner of the Unit Occupied by the tenant. Whether or not it is so stated in the lease, a tenant's violation of the Residential Governing Documents is deemed to be material default of the lease for which the Owner has all available remedies at law or equity.

- ❖ Fines for not submitting all forms before move in
 - ❖ Progressive penalties
 - First offence \$250
 - Second offence \$500
 - ❖ All future offences will be \$500
- C-4 *Tenant communication.* Owners shall instruct their tenants to channel all communication (including non-emergency repair requests) through the owner. Owners will further instruct their tenants that the association does not manage their unit and will not repair units without the authorization of the unit owner.
- C-5 *Structural Integrity and Support.* No Unit Owner shall do any act or permit any act to be done in, on or to any Unit, balcony, patio, Parking Space, Storage Space or Common Element which will impair the structural integrity, weaken the support or otherwise adversely affect the building or any common Element.
- C-6 *Electrical Devices and Use.* No electrical device creating overloading of standard circuits may be used; Misuse or abuse of appliances or fixtures within a Unit which affects other Units of the Common Elements is prohibited. Any damage resulting from such misuse shall be the responsibility of the Unit Owner who caused it. Total electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes,
- C-7 *General Maintenance.* All Unit Owners shall maintain their Units in a clean and well maintained condition. No storage of trash will be permitted in or outside any Unit in a manner which may permit the spread of fire, odors, or seepage or the encouragement of vermin.
- C-8 *Floor Capacity.* All fixtures and equipment will be used for the purposes for which they were designed. There shall be no floor load in excess of 50 pounds per square foot, unless special arrangements are made and an engineering determination of floor load capacity in the area of the heavy use is approved by the Board.
- C-9 *Parking.* Parking Spaces are restricted to the Owner of the Unit to which the Parking Spaces are assigned. Refer to section G
- C-10 *Storage.* Storage of articles is restricted to the Unit Owner's Storage Space. Storage or the placement of any items on balconies, terraces, penthouse rooftops (if designed), patios or other areas visible from the Condominium building's exterior is prohibited unless approved by the Board in writing.
- C-11 *Activities.* No noxious, offensive, dangerous, illegal, or unsafe activity shall be conducted in any Unit, nor shall anything be done, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner or occupant shall make or permit any disturbing noises nor do or permit anything to be done by others that will interfere with the rights, comforts or convenience of other Unit Owners or occupants.

- C-12 *Appliances.* All clothes dryers will have lint filters which will remain installed and prevent lint from accumulating in the vent duct. All stove hoods will have grease screens which will remain installed and prevent grease from accumulating in the vent duct. All such filters and screens will at all times be used and kept clean and in good order and repair by the Unit Owner.
- C-13 *Signs.* No signs, window displays or advertising visible from outside a Unit shall be maintained or permitted in any part of a Unit.
- C-14 *Insurance Risks and Rates.* Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on the Common Elements without the prior written consent of the Board. No Owner shall permit anything to be done or kept in the Owner's Unit or in the Common Elements that will result in the cancellation of insurance on any Unit or on any part of the Common Elements or that would be in violation of applicable law. No waste shall be permitted in the Common Elements. No gasoline, kerosene, cleaning solvents, or other flammable liquids shall be stored in the Common Elements or in any Unit.
- C-15 *Owner's Responsibility to Insure.* Each Owner shall be responsible for insuring the contents and furnishings (including carpeting and appliances) of his Unit and on the Premises, including his or her automobile and items kept in the Parking Spaces and the Storage Space. The Limited Common Elements subject to his exclusive control and for insuring the Owner's improvements, alterations, additions, and fixtures not covered by the master policy to be purchased by the Association. All policies of casualty insurance obtained by the Board shall be for the benefit of all the Owners. Owners shall carry individual policies of liability insurance insuring against the liability of such Owners, at their own cost and expense. The Association requires Owners to purchase insurance on their personal belongings and provide documentation of such insurance to the management office to be kept on file.
- C-16 *Use.* No Owner shall use nor permit such Owner's Unit nor any Common Element nor any Limited Common Element to be used for any purpose which would (i) void any insurance in force with respect to the Premises, (ii) make it impossible to obtain any insurance required by this Declaration, (iii) constitute a public or private nuisance, which determination may be made by the Board in its sole discretion, (iv) constitute a violation of applicable law or the Rules and Regulations, or (v) interfere unreasonably with the use and occupancy of the Premises by other Owners.
- C-17 *Alterations, Modification, Repairs, Decorations or Improvements.* No Owner shall have the right to modify, alter, repair, decorate, relocate, or improve the exterior of any Unit, or to take any such action with respect to the interior or exterior of any of the Common Elements. No Owner shall have the right to place any sign in or on any Unit or elsewhere on the Premises without the prior written consent of the Board, and the Board shall have the right to remove any sign so placed without permission.

- ❖ All non compliance enforcement measures for everything in section C except C-3 are as follows;
- ❖ Progressive penalties
 - 1st Offence Written notification
 - 2nd Offence \$50
 - 3rd Offence \$100
- ❖ All future offences will be \$100

**D. GENERAL USE AND MAINTENANCE OF UNIT
AND COMMON ELEMENTS**

- D-1 *Residential Use.* Each Unit must be used solely for residential use, and may not be used for commercial or business purposes. This restriction shall not prohibit a resident from using his own Unit for personal business or professional pursuits, provided that (i) such use is incidental to the Unit's residential use; (ii) such use conforms to all applicable laws and ordinances; (iii) there is no external evidence of such use; and (iv) such use does not entail visits to the Unit by the public, employees, suppliers or clients.
- ❖ Progressive penalties
 - 1st Offence Written Notification
 - 2nd Offence \$200
 - 3rd Offence \$500
 - ❖ All future offences will be \$500
- D-2 *Annoyance.* No Unit may be used in any way that (i) may reasonably be considered annoying to occupants of neighboring Units; (ii) may be calculated to reduce the desirability of the Premises as a residential community; (iii) may endanger the health or safety of the other Owners; or (iv) may violate any law or any provision of the Governing Instruments.
- D-3 *Maintenance.* Each 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,
- D-4 *Patio/Terrace.* Each Owner shall keep his or her Unit and Patio or terrace in a good state of cleanliness, taking care that the cleaning of his or her patio or balcony does not annoy or inconvenience other Owners. A Patio/terrace may not be enclosed or used for storage purposes. If the Board determines that a patio/terrace is unsightly, the Owner shall be given notice by the Board to correct the problem within (5) days, after which the Board may take corrective action at the owner's expense.
- D-5 *Glass.* Each Owner, at his or her sole cost and expense, shall promptly repair and replace, or cause to be repaired and replaced, any broken or cracked glass in his or her Unit's windows and doors; provided, however, any such repair and replacement shall be accomplished in a manner consistent with existing windows in the Premises and subject to the approval of the Board.
- D-6 *Air Conditioning Equipment* Each Owner, at his or her sole cost and expense, shall maintain, repair, and replace the heating and cooling equipment/system serving his Unit.
- D-7 *Combustibles.* An Owner shall not store or maintain, anywhere on the Premises (including within a Unit) explosives or materials capable of spontaneous combustion.
- D-8 *Barbecue Grills.* The Board reserves the right to prohibit or restrict the use of all or certain outdoor cooking grills, if, in the Board's sole discretion, such grills constitute a fire hazard. If the use of outside grills is permitted (i) open fires must be supervised at all times; (ii) gas tanks must be properly used and maintained; (iii) no flames may be higher than the cooking surface; and (iv) a grill may not be used near combustible materials. Only association provided grills allowed to be used/brought on property unless they are electric.
- D-9 *Report Malfunction.* An Owner shall immediately report to the Board his or her discovery of any leak, break, or malfunction in any portion of his or her Unit or the Common Elements for which the Association has a maintenance responsibility. The failure to report a problem promptly may be deemed negligence by the Owner, who may be liable for any additional damage caused by the delay.

- D-10 *Utilities.* Each Owner shall endeavor to conserve the use of utilities furnished through the Association within his or her Unit.
- D-11 *Frozen Water Pipes.* To the extent the Premises is constructed with water lines in exterior walls, it is the duty of every Owner to protect such water lines from freezing during winter months, between November 1 and March 25 of any year, no Unit may be left unheated. During periods of anticipated below-freezing temperatures, water lines in exterior walls should be allowed to drip continuously, and cabinets enclosing plumbing lines should be left ajar. Dishwashers on exterior walls should be used during and immediately after periods of extreme cold. Failure by an Owner to monitor the local weather and take appropriate precautions shall be deemed negligence.
- D-12 *Intended Use.* Every area and facility in the Premises 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.
- D-13 *Grounds.* Unless the Board designates otherwise, Owners may not use or abuse the landscaped areas, lawns, beds, and plant materials on the Common Elements. The following are expressly prohibited: digging, cutting, planting and climbing.
- D-14 *Abandoned Items.* No item or object of any type shall be stored, placed or maintained anywhere on the Common Elements, including window sills, planters, storage/maintenance rooms, passageways and courtyards, except by the Board or with prior written consent of the Board. Items of personal property found on Common Elements are deemed abandoned and may be disposed of by the Board or managing agent.
- D-15 *Stored Items.* Owner agrees that the Association is not responsible for items stored in the Storage Space by Owner, who shall be solely liable at all times for his or her personal property.
- D-16 *Shared Responsibility.* Maintenance of the Premises is a responsibility shared by the Owner and the Associates. The following are representative maintenance items and are not intended to be all-inclusive. In the event of conflict, specific provisions of the declaration, Bylaws and these Rules shall control over the following chart with the hierarchy of authority being the Act (first), Declaration (second), Articles (third), Bylaws (fourth), and these Rules and Regulations (last). In the event a dispute arises concerning the responsibility for the maintenance of the Premises, the decision of the Board shall be final and binding on the parties.
- D-17 *Elevator Reservations.* Move in & Move Out Deposits. There are set times (8a-6p Monday –Friday and 8a-12p on Saturday) that the elevator may be reserved and any use of the elevator outside of normal everyday functions either outside of the reservation times or misuse may result in fines. Only management can approve any adjustments in elevator use outside of designated times.
- ❖ Progressive penalties
 - 1st offence \$250
 - 2nd offence \$500
 - ❖ All future offences will be \$500
- D-18 *FOBS.* Are limited to one registered adult per unit plus one additional one. If a FOB is found to be used by someone it wasn't assigned to the board reserves the right to deactivate that FOB. The owner would be responsible for purchasing a FOB that is registered to the user. FOBS stop working over time and that time span is not known so management will do everything they can to reactivate but no guarantees are given or implied.
- ❖ All non compliance enforcement measures for everything in section D except D-1 & D-17 are as follows;
 - ❖ Progressive penalties
 - 1st Offence Written notification
 - 2nd Offence \$50

- 3rd Offence \$100
- ❖ All future offences will be \$100

	<u>Responsibility</u>	
	<u>Association</u>	<u>Unit Owner</u>
1. Grounds including all landscaped and paved areas and improvements thereon lying outside the main walls of the buildings with the exceptions noted herein.	All except as noted	Cleaning and routine maintenance of Patios, and terraces, and other Limited Common Elements appurtenant to the Unit; replacement or maintenance of plantings and improvements on the Patios or terraces
2. Building exterior roof, vertical walls, foundations.	All aspects	N/A
3. Unit doors (front and rear).	N/A <u>All except interior finishing's.</u>	All Aspects <u>Interior finishing's</u>
4. Windows	Exterior painting, caulking and glazing only.	All other interior aspects, including routine cleaning, interior caulking and sealing, repair of windows and window mechanisms and replacement of broken panes.
5. Common Element entryways, doors, windows and stairs.	All except for cleaning and routine maintenance.	Routine cleaning and maintenance.
6. Plumbing and sewer lines.	Repairs to portions of plumbing and sewer lines outside of the boundaries of a Unit. (including plumbing and sewers serving only one Unit) except where caused by the occupants of a Unit. Damage to a Unit occasioned by causes initially occurring outside of the Unit (but not consequential damage such as to furniture, clothing, or other personal items).	All portions within a Unit serving only that Unit, including fixtures and appliances attached thereto. Damage to a Unit originating from causes initially occurring within the Unit that are the responsibility of the Unit Owner.

7. Electrical and related systems.	All except electrical and related systems serving only one Unit included within the exterior of the Unit, except as otherwise noted. Damage occasioned to a Unit occasioned from sources outside of the Unit originating from electrical systems and components, the maintenance responsibility of which is the Associations.	All portions within a Unit, serving only that Unit, including fixtures and appliances attached thereto and including the portions of the heating and cooling systems included within the Unit. Damage to a Unit occasioned by causes initiating within the Unit from electrical and related systems, the maintenance of which is the responsibility of the Unit Owner.
8. Heating and cooling systems.	All of the aspects except those items that serve an individual unit only.	All portions within a Unit serving only that Unit, including fixtures and appliances attached thereto. Damage to a Unit originating from causes initially occurring within the Unit that are the responsibility of the Unit Owner.
9. Attics	All Aspects	N/A
10. Storage Space.	All except individual Storage Space. <i>(not responsible for personal property stored in units)</i>	Routine cleaning of individual Storage Space.(modifications not allowed ie.electrical outlets or use of freezers)
11. Building hallway, building security facilities, and surrounding General Common Elements.	All aspects.	N/A
12. Designated Parking Spaces.	All except individual Parking Spaces.	Routine cleaning of individual Parking Spaces. <i>(including oil spills but not limited to)</i>

E. COMMUNITY ETIQUETTE

- E-1 *Courtesy.* Each Owner, and/or Resident shall endeavor to use his or her Unit and the Common Elements in a manner which respects the rights and privileges of the Owners, and/or Residents.
- E-2 *Annoyance.* All Residents shall avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other Residents or their guests, or the Association's employees and agents.
- E-3 *Noise and Odors.* Each Resident shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb Residents in their Units. It is recommended that smoking be only on outdoor patios and balconies. *It is mandatory to have a threshold permantly installed at the entry way of your unit.
- E-4 *Reception Interference.* Each Resident shall avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception on the Premises.
- E-5 *No Personal Service.* The Association's employees and agents are not permitted or authorized to render personal services to Owners and/or Residents. Each Owner 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 Resident.
- E-6 *Compliance with Law:* Owners may not use or permit to use the Premises for unlawful activities. Owner shall comply with applicable laws and regulations of the United States and of the State of Texas, and with ordinances, Rules and Regulations, and regulations of Houston, Texas. An Owner who violates this provision shall hold the Association and other Owners harmless from all fines, penalties, costs, and prosecutions for the Owner's violation or noncompliance. To the extent permitted by the then applicable law, the hold harmless contained in this section shall extend to proceedings involving the negligence of the indemnified parties.
- E-7 *Contractors.* All contractors are to have set work hours, No loud noise is permitted before 8:00 A.M. and after 5:00 P.M., Monday through Friday, before 8:00 A.M. and after 12:00 P.M. on Saturday, and not at all on Sunday or holidays. All contractors are required to review and sign the Contractor Rules for 3525 Sage when they sign in at the Concierge's desk and pick up a required badge to wear while working on the premises, if a contractor is not wearing the badge, they will be asked to leave the building immediately. Contractors are required to provide copies of proper insurance documentation. Copies are to be turned into the management and kept on file. These rules apply equally to owners or tenants who are doing their own construction or renovation. All work must be submitted to management in writing so the building engineer may review and approve, make recommendations or decline the work. Only written approvals will be accepted as valid. Violations made by contractors are the responsibility of the owner who hired them.
- Fines will be levied for working outside of the designated hours listed and for work being completed without approval by building engineer or contractor not supplying COI before starting work.
- ❖ Progressive penalties
 - 1st offence \$200
 - 2nd offence \$300
 - 3rd offence \$500
 - ❖ All future violations will be \$500
- E-8 *Dress Code.* Proper attire must be worn at all times in all common areas. This includes shoes, shirts, and cover-ups. Robes and swimwear attire is not appropriate in the common areas.
- E-9 *Alcohol.* No alcohol may be consumed in the common areas except in the pool area. No glass of any sort should be in the pool area. Alcohol may be consumed at HOA sanctioned events and when unit

owner rent the party room.

- ❖ All non compliance enforcement measures for everything in section E except E-7 are as follows;
- ❖ Progressive penalties:
 - 1st Offence Written notification
 - 2nd Offence \$50
 - 3rd Offence \$100
- ❖ All future offences will be \$100

F. ARCHITECTURAL CONTROL

F-1 *Common Elements.* Without the Board's prior written approval, a person may not 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, exterior windows, structural floor, structural ceiling, patio or terrace, and landing or walkway appurtenant to the Unit.

F-2 *Prohibited Acts.* No person may:

- a. Post signs, window displays, notices, or advertisements on the common elements or in a Unit if visible from outside his Unit.
- b. Place or hang an object in, on, from, or above any window, interior window sill, Patio or terrace that, in the Board's sole opinion, detracts from the appearance of the Premises.
- c. Hang, shake, or otherwise display linens, clothing, towels, rugs, shoes, mops, bedding or other similar items from windows, doors, Patios, terraces, penthouse rooftops (if designed), or passageways.
- d. Erect or install exterior horns, lights, speakers, aerials, antennas, or other transmitting or receiving equipment, or cause anything to protrude through and exterior wall or roof.
- e. Place decorations on exterior walls or doors, or on the common elements.

Window Treatments. An Owner shall install window treatments inside his or her Unit as approved by the Board, at his or sole expense provided:

- a. Any window treatment, including drapes, blinds, shades, or shutters are subject to the Board's prior written approval and must be clear or white with viewed from outside the Unit;
- b. Aluminum foil and reflective window treatments are expressly prohibited; and
- c. Window treatments must be maintained in good condition, and must be removed or replaced if they become stained, torn, damaged, or otherwise unsightly in the sole opinion of the Board.

Board Approval. To obtain the Board's written consent for a modification, an Owner must submit to the Board complete plans and specifications showing the nature, kind, shape, size, materials, colors, and location for all proposed work, and any other information reasonably requested by the Board. The Board's failure to respond to the Owner's written request within 45 days after it receives the

Owner's request shall be construed as no objection to the proposed changes.

- ❖ Progressive penalties:
 - 1st Offence Written notification
 - 2nd Offence \$50
 - 3rd Offence \$100
- ❖ All future offences will be \$100

G. VEHICLE REGISTRATION

- G-1 Permitted Vehicles.* To be permitted on the Premises, a vehicle must be operable with current stickers, registration and must be in operable condition (no flat tires, etc). For purposes of these Rules and Regulations, vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles. The following are not permitted on the Premises without the Board's written consent: trailers, boats, recreational vehicles, motor homes, buses, large commercial trucks, industrial vehicles.
- G-2 Repairs.* Washing, repairs, restoration, or maintenance of vehicles is prohibited, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to repair facility.
- G-3 Space Use.* Because of limited off-street parking, all parking spaces on the Premises 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. The foregoing is applicable to Parking Spaces and general parking areas.
- G-4 No Obstruction.* No vehicle, except emergency vehicles, may be parked in a manner that interferes with ready access to any entrance to or exit from the Premises. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on the Premises. No vehicle may be parked, even temporarily, in spaces reserved for others, in fire lanes, or in any area designated as "No Parking."
- Vehicle will be towed at owners request if a vehicle is parked in their reserved space
- G-5 Nuisances.* Each vehicle shall be muffled and shall be maintained and operated to minimize noise, odor, and oil emissions. The use of car horns on the Premises is discouraged. No vehicle may be kept on the Premises if the Board in its sole discretion, deems it to be unsightly, inoperable, inappropriate, or otherwise violative of these Rules and Regulations.
- G-6 Violations.* Any vehicle in violation of these Rules and Regulations may be stickered, wheel-locked, and towed or otherwise removed from the Premises by the Board, at the expense of the vehicle's Owner. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for Rules and Regulations violations. To the extent permitted by the then applicable law, the disclaimer of liability contained in this section shall extend to proceedings involving the negligence of the Association. The following sequence of progressive penalties shall be enforced for each offence by the same owner or any person under the owner's supervision and control.

- ❖ Progressive penalties:
 - 1st Offence - Written warning from management
 - if not cured in the prescribed time vehicle will be towed

- 2nd Offence – A fine of \$100
 - if not cured in the prescribed time vehicle will be towed
- 3rd Offence – A fine of \$250
 - if not cured in the prescribed time vehicle will be towed
- ❖ All future offences – Vehicle will be towed at the owner’s expense, without any required notice to the owner.

H. TRASH DISPOSAL

- H-1 *General Duty.* An Owner shall not litter Common Elements, shall endeavor to keep the Premises clean, and shall dispose of all refuse in the trash chute located on each floor and other receptacles provided specifically by the Association for that purpose. All bags inserted into the trash shall be tied closed. No boxes shall be allowed. The trash chute shall not be used before 6 AM, nor after 9 PM.
- H-2 *Hazards.* An Owner may not store trash inside or outside his or her Unit We do not allow grills, fireplaces or even candles to be used in the residence and only HOA provided grills are allowed on the premises unless they are electric
- H-3 *Excess Trash.* Owner shall place trash entirely within a dumpster, and may not place trash outside, next to, or on top of dumpster. If a dumpster is full, owner should locate another dumpster or hold his or her trash. Boxes and large objects should be crushed or broken down before placed in dumpster. Dumpster doors are to be closed at all times when not in use. Owner shall arrange privately for removal of discarded furnishings or any unusually large volume of debris. Construction materials are to be disposed of off property and the HOA dumpsters are not to be used.
- H-4 Management shall post the trash disposal rules under glass in the trash room on each floor.
- ❖ Progressive penalties:
 - 1st Offense written warning
 - 2nd Offense \$100 fine
 - 3rd Offense \$250 fine
 - ❖ All future offences will be \$250

I. PETS

- I-1 *Subject to Rules and Regulations.* An Owner may not keep or permit on the Premises a pet or animal of any kind, at any time, except as permitted by these Rules and Regulations and the Governing Instruments. All pets are required to be registered with our management office, and Service Dogs require a corresponding certificate
- I-2 *Permitted Pets.* Subject to these Rules and Regulations, an Owner may keep in his or her Unit not more than two house pets (two cats, or two dogs, or one cat and one dog). Permitted house pets include domestic dogs (40 lbs or less and not be on the restriction list), small or medium in stature and gentle in disposition, cats, caged birds, and aquarium fish. Permitted house pets also include specially trained animals that serve as physical aids to handicapped Owners, regardless of the animal’s size or type.
- I-3 *Prohibited Animals.* No Owner may keep a dangerous or exotic animal, such as a monkey, snake, or lizard, an animal in excess of 40 pounds, a Rottweiler, a Doberman Pincer, a Pit Bull Terrier, or other vicious breeds, a trained attack dog, or any other animal deemed by the Board in its sole discretion to be a potential threat to the well-being of people or other animals. No animal or house pet may be

kept, bred, or maintained for a commercial purpose.

- 1-4 *Indoors/Outdoors.* No pet is allowed on Common Elements unless carried or on a leash of 6 feet or less. No pet may be leashed to a stationary object on the Common Elements.
- 1-5 *Disturbance.* Pets shall be kept in a manner that does not disturb another owner's rest or peaceful enjoyment of his or her Unit or 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. No animals shall be permitted on the furniture within the common areas. Use good judgment when navigating the common areas with your pet and pay close attention to those that are not comfortable around pets and ensure you are removing the pet from these situations.
- 1-6 *Damage.* An Owner is responsible for any property damage, injury, or disturbance his or her pet may cause or inflict. Owner shall compensate any person injured by his or her pet. Any Owner who keeps a pet on the Premises shall be deemed to have indemnified and agreed to hold harmless the Board, the Association, and other Owners from 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 Premises.
- 1-7 *Pooper Scooper.* No Owner may permit his or her pet to relieve itself on the Premises, except in areas designated by the Board for this purpose. Owner is responsible for the removal of his or her pet's wastes from the Common Elements. The Board may levy a fine against a Unit and its Owner each time feces are discovered on the Common Elements and attributed to an animal in the custody of that Unit's Owner.
- 1-8 *Removal.* If an Owner or his or her pet violated these Rules and Regulations or the community policies pertaining to pets, or if a pet causes or creates a nuisance, odor, unreasonable disturbance, or noise, the Owner or person having control of the animal shall be given a written notice by the Board to correct the problem. If the problem is not corrected within the time specified in the notice (not less than 10 days), the Owner, upon written notice from the Board, may be required to remove the animal. Each Owner agrees to permanently remove his or her violating animal from the Premises within 10 days after receipt of a removal notice from the Board.
- I-9 Owners and residents seeing violations are encouraged to advise the concierge. Management will respond to all such concerns with their proposed actions.

- ❖ Progressive penalties:
 - 1st Offence \$50
 - 2nd Offence \$100
 - 3rd Offence \$250
- ❖ All future offences \$250

J. PARKING REGULATIONS

J-1 Contractor Parking and Procedures

J-2 Initial Approval

Owner discusses the scope of work they wish to be completed in their unit with Property Manager and Building Engineer. Owner is advised of requirements for their Contractor to receive approval to work in the building; license requirements if applicable, insurance requirements and building rules. A list of pre-approved contractors will also be provided. Owner is to receive written approval for work prior to scheduling work with a Contractor.

J-3 Step One

After a contractor has been approved to begin work they are to check-in with the Concierge on arrival.

J-4 Step Two

Concierge will ask for ID of the individual(s) who will be performing work in the unit and make a copy. In the meanwhile the contractor will be asked to fill out the new format of the Contractor Sign In sheet. (This new format is listed below)

The Concierge will confirm the Contractor is on the approved list and that the scope of work has been approved by the Building Engineer.

J-5 Step Three

Concierge will check that all information in the Contractor sign-in sheet is duly completed before issuing the following:

A.) 3525 Condominium Contractor badge.

B.) 3525 Condominium Contractor parking tag and instruct contractor to park in the assigned contractor parking area and advise the parking tag must be visible to avoid towing.

J-6 Step Four

Upon finishing the day's work, contractor is to turn in the badge and parking tag. Concierge will ensure that these two items have been returned before checking the contractor out on sign in sheet.

DATE: MM/DD/YY							
Contractor Name	Unit #	Vehicle License Plate	Make and Model	Time In	Time Out	Badge, Parking Tag issued	Badge, Parking Tag returned

Parking:

J-7 **Star Street:**

Parking is prohibited at any time unless it's a Contractor with a parking tag.

J-8 **Fire Lane:**

Parking is prohibited and violators will be towed without warning.

J-9 **Parking spaces in front of our building:**

Parking spaces in front of building are restricted to Realtors and deliveries with a parking tag for one hour.

J-10 **Parking in circle drive / valet area:**

Parking is prohibited and violators will be towed without warning.

- ❖ Progressive penalties:
 - 1st Offence \$50 with possibility of vehicle being towed
 - 2nd Offence \$100 with possibility of vehicle being towed
 - 3rd Offence \$250 with possibility of vehicle being towed
- ❖ All future offences will be \$250 with possibility of vehicle being towed

K. POOL RULES

K-1 No lifeguard on duty.

K-2 All persons using this facility are at their own risk.

K-3 Persons under the age of 14 years old must be accompanied by a person 18 years of age or older.

K-4 Four (4) guests per unit are allowed in the pool area. Residents are responsible for and must always accompany their guests.

K-5 Pets, bottles, and glass are prohibited within the pool area.

- ❖ Progressive penalties:
 - 1st Offence \$100
 - 2nd Offence \$250
 - 3rd Offence \$500
- ❖ All future offences will be \$500

K-6 No diving.

K-7 Running, pushing, or any rough housing or loud noises are never permitted in the pool area.

- K-8 Radios are allowed with earphones or kept at a low volume which does not disturb others.
- K-9 Pool gate and entrance door into the pool area must be closed and latched at all times. Do not prop the gate or door.
- K-10 Proper swimming attire is required. No street clothes, no cut offs, or thong bathing suits are allowed.
- K-11 Do not remove any items from the pool area such as furniture, safety equipment, or accessories. Safety equipment is to be used for safety purposes only.
- K-12 Management is not responsible for accidents suffered in connection with the use or misuse of pool facility.
- K-13 No children allowed in the spa at any time.
- K-14 *The Pool TV(If applicable).*
 - The volume should stay at a very moderate level so not to disturb neighbors
 - Only appropriate shows should be watched at all times
 - No pay per view movies/events are permitted on any HOA TV
 - TV is to be turned **off** at quiet time (10 p.m.) and remote turned in to concierge
 - The person who checks out the remote is responsible for content and volume
- K-15 Return all furniture back to its original location and pick up all trash before leaving
 - ❖ All non compliance enforcement measures for everything in section K except K-5 are as follows;
 - ❖ Progressive penalties:
 - 1st Offence \$50
 - 2nd Offence \$100
 - 3RD Offence \$150
 - ❖ All future offences will be \$150

L. GYM RULES

- L-1 Use equipment at your own risk.
- L-2 Homeowners /Tenants under the age of 18 who wish to use the fitness center must do so before 6:00 pm each evening. The facility is off limits after 6:00 pm to anyone under the age of 18.
- L-3 Residents under the age of 12 are not allowed to use the facility.
- L-4 There should be no more than one guest per homeowner /tenant in the facility.
- L-5 Guests must be accompanied by the tenant in the fitness center.
- L-6 The doors to the fitness center are to remain closed at all times.

L-7 The volume on the TV should be kept at a comfortable level.

L-8 Do not remove any equipment from the fitness center.

L-9 Music is only allowed with the use of headphones.

- ❖ Progressive penalties:
 - 1st Offence Written notification
 - 2nd Offence \$50
 - 3rd Offence \$100
- ❖ All future offences will be \$100

M. MISCELLANEOUS

M-1 *Security*. The Association may, but shall not be obligated to, maintain or support certain activities within the Premises designed to make the Premises less attractive to intruders than it otherwise might be. The Association, its Directors, Officers, Committee members, Members, agents and employees, shall not in any way be considered an insurer or guarantor of security within the Premises, 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 Owner 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 person, to his or her Unit, and to any other of his or her property on the Premises. The Association expressly disclaims and disavows any and all representations or warranties, expressed or implied, including any warranty or merchantability or fitness for any particular purpose, relative to any security systems, equipment or measures recommended, installed or undertaken within the Premises. To the extent permitted by the then applicable, law, the disclaimer or risk of loss, damage, and liability contained in this section shall extend to proceedings involving the negligence of the Association.

M-2 *Right to Hearing*. An Owner may request in writing a hearing by the Board regarding an alleged breach of these Rules and Regulations by the Owner. The Board will schedule a hearing within 30 days of receiving the Owner's written request. At the hearing, the Board will consider the facts and circumstances surrounding the alleged violation. The Owner may attend the hearing in person, or may be represented by another person or written communication.

M-3 *Mailing Address*. An Owner who receives mail at any address other than the address of his or her Unit 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 clearly marked as such. All notices required to be sent to Owners by the Governing Instruments shall be sent to an Owner's most recent address shown on the records of the Association. If an Owner fails to provide a forwarding address in writing, the address of that Owner's Unit shall be deemed effective for purpose of delivery.

M-4 *Revision*. These Rules and Regulations are subject to being revised, replaced, or supplemented from time to time and in the sole discretion of the Board. Owners are urged to contact the management office of the Association to verify the Rules and Regulations currently in effect on any matter of interest. These Rules and Regulations shall remain in effect until ten (10) days after the Association

mails notice of an amendment of revocation of these Rules and Regulations to an Owner of each Unit.

M-5 *Other Rights.* These Rules and Regulations are in addition to and shall in no way whatsoever detract from the rights of the Association under the Declaration, Bylaws, Articles, and the laws of the State of Texas.

M-6 *Effective Date.* These Rules and Regulations are the initial Rules and Regulations of 3525 Sage Condominiums and shall become effective _____

- ❖ Progressive penalties
 - 1st Offence Written notification
 - 2nd Offence \$50
 - 3rd Offence \$100
- ❖ All future offences will be \$100

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete, and correct copy of the Rules and Regulations of 3525 SAGE COUNCIL OF CO-OWNERS, 3525 SAGE COUNCIL OF CO-OWNERS, a Texas nonprofit corporation and unit owner's association, as adopted by the Board of Directors by unanimous consent of the _____ day of _____.

IN WITNESS WHEREOF, I hereunto set my hand this the _____ of _____

3525 SAGE COUNCIL OF CO-OWNERS,
A Texas nonprofit corporation

By:

President

THE STATE OF _____ §

§

COUNTY OF _____ §

Before me, the undersigned authority, on this _____ day of _____, personally appeared _____, President of 3525 SAGE COUNCIL OF CO-OWNERS, a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same on behalf of the Association.

Notary Public, the State of
Printed Name: _____

My Commission Expires: