

CREEKWOOD VILLAGE CONDOMINIUMS, INC.

RULES AND REGULATIONS

October 2016

INTRODUCTION/PURPOSE

The enclosed Rules and Regulations have been established by the Creekwood Village Condominiums Board of Directors (Board). They are intended to protect the interests of our condominium association, maintain our property values, and provide basic guidelines for the respect of the rights, comforts, safety and convenience of other owners and residents at Creekwood. In some cases, an owner (or group of owners) may find a specific rule they do not agree with. In such instances, it is important to remember that these rules are the benefit and protection of the majority of owners, i.e.: the basis for our condominium association.

The rules are written in simple, ordinary language for ease of understanding. The Board has the authority to interpret or amend these rules, as they deem necessary. These rules apply to all owners and residents. If leasing a unit, the owner is responsible for ensuring compliance by their tenant(s). Owners and residents are responsible for ensuring compliance by their guests.

The Board has devoted a great deal of effort in developing these rules for the overall benefit of Creekwood, as our responsibility is to protect the investment and enhance the value of Creekwood for all owners. Your compliance with these rules is both appreciated and required. The Board urges you to familiarize yourself with these rules, as they will be enforced. Questions or suggestions for change may be forwarded for consideration by the process described within these rules.

CREEKWOOD VILLAGE CONDOMINIUMS, INC.

RULES AND REGULATIONS

Creekwood Village Condominiums is here after referred to as "CW".

I- PARKING/VEHICLES

- A. All vehicles rules and regulations apply to all owners, residents, and guests.
- B. Specific rules interpretations, clarifications or amendments will be made by the Board, as necessary.
- C. CW is not responsible for theft or damage to any vehicle on CW property. This is the vehicle owner's responsibility, and it is recommended that vehicle owners verify appropriate coverage through their auto and/or homeowner's policies.
- D. The speed limit within CW property is 5 miles per hour.
- E. Each unit is entitled to one reserved parking space that corresponds with your unit number. Switching spaces or parking in another designated space that is not the unit's requires board approval.
- F. With the exception of brief and occasional routing maintenance on owner's or residents personal vehicles, vehicle repairs are not permitted at CW.
- G. Millstead Towing, storage and related costs are at the vehicle owner's expense.
- H. The following vehicle violations are subject to immediate towing (i.e.: no advance notification required) as they represent a potential threat to the safety and well-being of others at CW.
 - 1. Any vehicle parked in a no parking zone (red curb) is subject to immediate towing. These zones must be kept clear for emergency vehicle access, as well as for maintenance and service traffic.
 - 2. Any vehicle otherwise obstructing or impeding the traffic flow within CW is subject to immediate towing.
 - 3. Any vehicle deemed as a potential danger or hazard to CW residents, such as a vehicle leaking gasoline, is subject to immediate towing.

I. The following vehicle violations are also subject to towing, but advance notice will be provided. Advance notice will consist of a sticker being placed on the vehicle, advising of the violation and the date to be towed.

1. Boats, trailers, campers and recreational vehicles are not permitted at CW and are subject to towing.
2. Nonoperational vehicles (not currently licensed and inspected, and/or in running condition) are subject to towing.
3. Commercial vehicles are subject to towing. Commercial vehicles are defined as any vehicle built for commercial use, such as plumbing trucks, electrician's trucks, wreckers, flat beds, bob tails, stake body trucks, etc., as well as company vehicles commercially licensed or otherwise identified as primarily a commercial vehicle.
4. Vehicles leaking excessive fluids are subject to towing.
5. Vehicles under repair for an unreasonable amount of time, such as on a jack or missing a wheel, are subject to towing.
6. Vehicles improperly parked, over the parking lines, upon curbs or blocking dumpster area or in the grass area, are subject to towing.

J. These vehicle rules and regulations are for the overall benefit of CW. While a specific rule may inconvenience a certain owners or resident, condominium community requires joint cooperation for the majority of the co-owners. If you have a question about how any rule might apply to a specific instance, request the Managing Agent to bring it up at the next Board Meeting. These rules will be enforced, so asking in advance may save you from towing expenses.

II - OUTSIDE CHANGES

A. Prior written approval of the Board is required for any and all changes made to the outside of any unit. Failure to obtain such approval may result in your being required to remove changes and/or restore to original condition, at your expense. (Request ACC Form)

B. Outside changes include, but are not limited to, light fixtures, screening, trellises, lattice work, satellite dish, etc. A maximum of one dish may be installed per unit. Satellite dishes must be

installed on the patio area only. The dish cannot be mounted on the roofing in any manner, ACC approval is required prior to any installation of a dish.

C. No owner or resident shall install or cause to be installed on the exterior of any building, on the walls of any building out of the windows of any unit, or on the roof of any building: any wiring for electrical or telephone installation or for any other purposes, television or radio antennae, machines, or other air conditioning units, except as expressly approved in writing by the Board.

D. Nothing shall be stored in the Common Elements without prior consent of the Board, except in storage areas or as otherwise herein expressly provided.

III – INSIDE CHANGES

A. Any interior changes which may affect the structural integrity of a unit or building must be approved by the Board in writing, in advance. (Request ACC Form)

IV – CHILDREN

A. As a concern for their safety, children must not be allowed to play in the parking areas, driveways, vegetation areas, or to climb on patios, stairs or balconies where hazards may exist.

B. Parents or guardians are responsible for their children's conduct. Please supervise children closely.

C. Toys, bikes and other play equipment cannot be stored in the common areas and need to be promptly removed from common areas when not in use.

V – LAWNS AND SHRUBS

A. The trees and shrubbery are a vital and valuable part of CW, and each resident shall be liable for any damages, mutilation or defacing thereof for which they, their children or their guests are responsible.

B. The Managing Agent is responsible for arranging and providing all landscaping services. Such work is done exclusively under the authority of the Managing Agent, and all requests or complaints about landscaping must be directed to the Managing Agent.

VI – PETS

A. Owners and residents with pets must have direct physical control (e.g.: on a leash) over their pets at all times. Residents walking pets are responsible for seeing that all pet droppings are removed from the common areas. Owners and residents need to walk their pets along the perimeter of the community and not allow their pets to use the flower beds or interior grass areas for the droppings. Not cleaning up after your pet could result in a fine up to \$150.00 per occurrence.

B. No animals may be raised, bred, kept or otherwise used for commercial purposes in any unit.

C. No more than two (2) household pets may be kept in any unit

D. No pets shall be kept if such pet constitutes a nuisance to any other resident. Any such animal found unattended outside the enclosure may be removed by the local pound or animal shelter personnel.

E. Pet owners are fully responsible for their pets, including any damage which they may cause to the common elements.

F. No pet shall be left unattended on balconies or patios at any time. Pet doors are not allowed to be installed in the patio doors which allow a pet to roam freely between the interior and exterior patio. Fines will be levied up to \$150.00 per occurrence.

G. No animals over 45 pounds will be permitted.

VII – BALCONIES, PATIOS, AND WINDOWS

A. All windows shall have proper window dressing that does not detract from the general appearance of the complex. No foil, paper, or sheets shall be placed in any window or door.

B. All draperies and blinds that are visible outside a unit must be white or off-white in color.

C. It is prohibited to hang clothes, towels, rugs, bedding, or items of a similar nature on the balconies or the patios.

D. Owners may place upon their patios and balconies, patio furniture and such decorative items as owner may deem desirable, provided however, that such decorative items do not detract from the general appearance of the complex.

E. Broken windows are the responsibility of the owner or resident and must be replaced immediately.

F. Window fans and window air conditioners are prohibited at CW.

G. No wood, plastic or other materials may be stored or erected on patios or balconies unless approved by the Board.

H. Balconies & patios are not to be used for storage. No bikes, shoes, barbeque pits, coolers, boxes, etc. may be left on the patios or balconies.

I. No grilling on the patios or balconies are allowed at any time.

VIII – TRASH/GARBAGE

A. All rubbish must be placed in a sturdy plastic bag and tied before being placed in a dumpster.

B. Trash bags may not be placed outside unit.

C. Large item/heavy trash hauling is not included in CW's trash/garbage service. Residents are expected to arrange and pay for such service as needed.

D. Trash cans must be inside the residence. No trash can is to be stored in view.

IX – MAINTENANCE

A. When calling the Managing Agent for any maintenance request, ask for the Work Order Manager for CW. This will expedite your request for service. For faster service, please submit your work order request via email to the management company.

B. All owners are responsible for maintaining their units. Owners that fail to maintain his or her unit will receive a fine. In addition, a vendor will be hired to make the necessary repairs and the cost associated with the repair will be billed back to the unit owner.

X – LEASING OF UNITS

- A. Owners are responsible for the actions of their tenants. Any owner leasing a unit shall not be relieved of any obligation under CW's By-Laws, Declaration or Rules and Regulations.
- B. Owners and tenants are responsible for ensuring that Managing Agent has, on file, the correct names of tenants and their phone numbers.
- C. All units at CW are single family dwelling.
- D. Units may be initially leased for a term not less than six (6) months.
- E. The lease shall stipulate that a maximum of two (2) occupants per bedroom is permitted.
- F. Units shall not be leased or otherwise be used for transient or hotel purposes and nothing less than an entire unit may be leased.
- G. The lease shall require the lessee to obey the terms and conditions of Declaration, By-Laws and the Rules and Regulations of CW, which owners are required to provide copies to their tenants. Failure to comply with the terms of such instruments shall be a default under the lease.

XI – GUESTS/VISITORS

- A. Owners and residents are solely responsible for their guests and visitors.
- B. It is the responsibility of CW residents to ensure that their guest comply with all applicable Rules and Regulations, including, but not limited to, parking, pets, pool, and noise.

XII – INSURANCE

- A. Residents are responsible for providing insurance to protect their personal belongings from such perils as fire, windstorm, theft, vandalism, etc. "Personal Belongings" include such items as clothing, furniture, furnishings, etc. Residents are also responsible for providing insurance to protect themselves against any liability that might arise from someone incurring bodily injury or property damage as a result of negligence on the resident's part. The above exposure can be adequately protected by the resident purchasing the appropriate insurance policy from their insurance agent.

XIII – HOW TO GET ISSUES ADDRESSED

A. The Managing Agent is responsible for the ongoing operations of CW through the direction of the Board. CW's Managing Agent is:

JDH Association Management

15201 East Freeway #205

Channelview, TX. 77530

(281) 457-5341 – office

(281) 457-5343 – fax

B. Requests for work, questions, problems, complaints and suggestions may be addressed to the Managing Agent. The Managing Agent has the authority to initiate certain work, handle emergency needs, and resolve many questions or problems.

C. Do not contact a Board member for any of the above, unless instructed to do so by the Managing Agent. All Board members have been instructed to refer you to the Managing Agent to ensure proper logging, tracking and reporting of all operations at CW.

D. All written correspondence regarding CW must also be routed through the Managing Agent. The Managing Agent is responsible for taking necessary actions, as needed, and then reporting such to the Board or submitting items for Board consideration at the next Board meeting.

E. All regular meetings are open to CW owners, but any owner wishing to discuss an issue must be placed on the agenda in advance. Please check the online calendar for meeting dates.

F. To be included on the agenda for discussion of an issue, owners must submit such to the Managing Agent at least one week in advance of meeting.

G. Visitors are welcome at all Board meetings but must notify Managing Agent of their Attendance at least one week in advance to ensure adequate seating.

H. Strict order will be maintained at meetings, as our agenda is usually lengthy and covers a broad range of issues.

XIV - RESPONSIBILITY CHECKLIST

A. The attached responsibility checklist is provided as a quick reference guide differentiating the responsibilities of the Owners and CW. This listing is not intended to be all-inclusive, and the Board may make additions or changes, as necessary. Depending on circumstances or special requirements, the Board may make exceptions to the responsible party as indicated.

XV –MISCELLANEOUS

A. Residential Use Requirement. All condominium units shall be used and occupied as private residences for single families or individuals. All present and future home owners, tenants and occupants of condominium units shall comply with the provisions and terms of the Declaration, the By-Laws and other governing Rules and Regulations of CW.

B. Maintaining your Unit. Each owner, at their own expense, shall maintain their unit, patio and/or balcony space and storage space in good condition and in good order and repair, and shall not do or allow anything to be done in their unit not in compliance with CW's By-Laws, Declaration or Rules and Regulations. If an owner does not comply, the Association may undertake necessary repairs and assess the owner for all cost incurred, as well as levy a fine up to \$75.00 per occurrence.

C. Legal Costs Recovery. Any proceeding by the Association arising out of an alleged failure of an owner, resident or guest to comply with the terms and provisions of Declaration, By-Laws, or these Rules and Regulations, or the terms and provisions of such documents as they may be amended from time to time, shall entitle the Association to receive from the owner reasonable attorney's fees and court costs as may be awarded by a court.

D. Right of Access – Managing Agent shall have the right of access during reasonable hours, as may be necessary, for the maintenance, repair or replacement of common elements and to make any required inspections or repairs as necessary to correct or prevent damages to the unit and/or other units of CW.

E. Cost of Repairs – The cost of repairing property owned by the Association or another unit owner could be your responsibility under certain circumstances. The occurrence may relate to water damage caused by a clogged drain, worn seals, and tube or sink overflowing. Damage caused by smoke or fire originating in your unit could also be your responsibility. The responsible party may be held accountable for the deductible if the Association insurance policy

is used. Any cost of repair or replacements due to a resident's negligence or misuse will be the responsibility of such resident and/or owner.

F. Disturbance of Neighbors – All CW residents (owners and occupants of units) shall at all times exercise extreme care to avoid making or permitting to be made loud or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such a manner as may disturb or tend to disturb other residents at CW. No unit shall be used or occupied in such a manner as to obstruct or interfere with the enjoyment of other residents, nor shall any nuisance or immoral or illegal activity be committed or permitted to occur at CW.

G. Plumbing – Because CW water is not individually metered and billed, any plumbing leaks within a unit must be repaired immediately. Also, clogging of drains (such as a grease clog in the kitchen) may cause damage to another unit, and must be repaired immediately.

H. Children – Parents are responsible for proper supervision and safety of their children, and to see that they abide by the Rules and Regulations of CW. Parents may be fined and/or charged for any damage caused by their children. Toys and bicycles must not be left anywhere outside at CW.

I. Business Operations – Business operations conducted from a unit are not permitted at CW.

J. Telephone Numbers – All residents' telephone numbers should be registered with the Managing Agent for security and safety reasons.

K. Outside Cooking – There shall be no cooking of any kind on the balconies or patios per Houston City Ordinance. Grills are available at the pool.

L. Speed Limit – A speed not exceeding 5 miles per hour must be maintained on CW property.

M. Flammables – Storage of flammables or explosives are prohibited anywhere at CW.

N. Kerosene Heaters – Kerosene heaters are prohibited at CW.

O. Exterminating – Exterminating within a unit is the responsibility of the owner. Exterminating outside is the responsibility of CW.

P. Solicitation – No solicitation or solicitation materials are permitted at CW except as authorized by the Board.

Q. Signs – No advertisements, signs or posters of any kind are permitted at CW except as authorized by the Board. This includes for sale or for lease signs.

R. Smoke Detectors – Smoke detectors should be installed in each unit and properly maintained per Houston City Ordinance.

S. Air Conditioner service lines and drain lines must be cleaned out a minimum of twice per year at the expense of the owner. If the Air Conditioner drain lines becomes clogged, the owner is responsible for the cost of repairs.

T. In the event that a homeowner has a discharge of water that causes damage to their unit or any other unit, it is the owner's responsibility to cover the cost of those damages up to the deductible of the master policy.

XVI – ENFORCEMENT OF RULES AND REGULATIONS

A. After reasonable notification, non-compliance or repeated offenses of these Rules and Regulations may result in a penalty/fine to the owner of up to \$75.00 per violation, per incident. Repeat violations will be turned over to the Association Attorney for legal action. All costs associated with correcting the violation will be billed to the owner.