

**RULES AND REGULATIONS
FOR
DILSTON HOUSE CONDOMINIUMS**

**CONCERNING USE AND
OCCUPANCY OF DILSTON HOUSE CONDOMINIUMS**

The undersigned, being the duly elected and acting Secretary of Dilston House Association, Inc. (the "Association"), does hereby certify that the following Rules and Regulations (the "Rules") for Dilston House Condominiums (the "Condominiums") were adopted by the Board of Directors of the Association pursuant to Section 82.102(a)(7) of the Texas Uniform Condominium Act, at a meeting duly held and called for such purpose on _____.

1. **Leasing.** Owners who rent out their units must observe the following Owners' Rental Guidelines:

a) Each owner is responsible for the conduct of all renters, guests, and occupants; it is a violation of these rules if any renter, guest or occupant disturbs the rights, comforts or conveniences of other persons within the Condominiums. The Association is relying upon each owner to properly screen anyone who will reside at the Condominiums. The following guidelines apply to any owner that rents or subleases his or her unit:

i. **Criminal History Checks.** Each owner is required to obtain a representation from each renter and adult occupant that they have not been convicted of a felony and each owner is required to perform a criminal history check on each renter and adult occupant leasing the owner's unit. This criminal history check can be with as many counties or states as the owner desires; however, at the very least, a criminal history check is required to be performed within Harris County, Texas. Additionally, each owner will be required to make a written inquiry of each renter and adult occupant to whom the owner leases whether the renter or adult occupant has been convicted of a felony. Owners are prohibited from knowingly renting to any renter or adult occupant that has been convicted of a felony.

ii. **Prior Rental History.** In order to minimize problems, it is necessary that each owner refrain from renting his or her unit to renters or occupants with unacceptable prior rental histories. References on each prospective renter and occupant should be obtained and thoroughly checked. At the very least, any applicant for rental that has a history of being evicted for non-monetary reasons must be declined rental.

- i. a copy of the signed lease agreement or sublease, as applicable, showing the full name of all renters and authorized occupants;
 - ii. the completed and signed Certificate of Compliance With Owners' Rental Guidelines (available in the management office);
 - iii. a completed and signed Emergency Information Form.
 - c) Each owner must provide tenants with copies of the Declaration and Master Deed Dilston House Condominiums (the "Declaration"), By-Laws of the Association (the "By-Laws") and these Rules prior to move-in.
 - d) Any lease agreement is subject to the provisions of these Rules, the Declaration, the By-Laws, as well as any other rules the Association may from time to time adopt and a statement must be included in the lease to that effect. The lease shall further provide that any failure by the tenant or subtenant to comply with the terms and conditions of such documents shall be a default under the lease or sublease. The Board recommends each lease or sublease contain the following wording:

"Tenant will abide by the Rules and Regulations for Dilston House Condominiums, the Declaration and Master Deed Dilston House Condominiums, as amended, and the By-Laws of Dilston House Condominium Association. Failure to comply with the foregoing documents or other rules adopted with respect to the Dilston House Condominiums shall constitute a default by Tenant under this Lease."
 - e) Failure to comply with any of the above requirements will result in a fine of \$50 per month until satisfactory compliance.
- 2. Common Areas.
 - a) No sidewalk, driveway, parking area, public hallway, walkway, or stairway, or any other common area shall be obstructed in any manner.

iii. Disclaimer. REGARDLESS OF THE CRITERIA FOR EACH RENTER AND ADULT OCCUPANT SET FORTH ABOVE, THE ASSOCIATION IS NOT RESPONSIBLE FOR THE ACTIONS OF ANY RENTERS OR ADULT OCCUPANTS.

b) Prior to move-in, the owner must provide to the Association's then current management company the following documents:

- b) No owner or resident shall store or place or cause to be stored or placed any object in such areas, including items such as shopping carts, bicycles, wagons or children's toys.
- c) No owner or resident may ride a bicycle on common area.
- d) No owner or resident shall engage in any activity on the common area which unreasonably disturbs surrounding owners or residents.
- e) Garage sales are not permitted anywhere at the Condominiums.

3. Balconies/Patios.

- a) An owner or resident may place upon balconies or patios apartment to the unit patio furniture and such decorative items as such owner or resident may deem desirable; provided, however, that the Board of Directors of the Association (the "Board") shall have the right at any time to direct the removal of any item which the Board determines, in its sole discretion, detracts from the general appearance of the Condominiums.

- b) Balconies and patios are not storage areas and are not to be used as such. (Appliances, mattresses, tires, clothing, bedding articles, boxes and dead plants are examples of items which are not allowed.)
- c) Clothes (including bathing suits), sheets, towels, rugs and similar items may not be hung in patio areas, on balconies, over railings or fences enclosing a patio or balcony, or anywhere else within the Condominiums.

- 4. **Window Air Conditioners.** Window air conditioners are not allowed. No exceptions will be made.

5. Windows/Doors.

- a) Windows and doors are to be remained closed when the heating/air conditioning system is operating, since open windows and doors decrease the efficiency of the heating and air conditioning systems and increase operating expenses, which may result in increased maintenance fees.
- b) Owners are responsible for the repair of all windows and doors of their respective units.

6. Pets.

- a) No animals shall be permitted within the Condominiums except normal household pets.
- b) No pet shall exceed 25 pounds in weight.

c) Only one (1) pet per unit is allowed.

d) No pet shall be kennelled or tethered unattended for any period of time on any balcony, patio, or in any part of the limited or general common elements of the Condominiums.

e) The Board shall have the right to direct the removal of any pet which violates the foregoing or which is unreasonably disturbing to any other owner or resident in the development.

f) All pets must be maintained on a leash at all times when outside of a unit, and no pet shall be allowed to run loose within the confines of the Condominiums.

g) Dogs are to be walked along the east driveway grassy area.

h) Dogs are not to defecate on the driveways, sidewalks or in the flowerbeds. If your dog has an "accident", you are required to pick up the waste and dispose of it properly.

i) Dogs are not allowed in the swimming pool or in the pool enclosure area at any time.

j) Pets are not to be bathed outside on the common areas at any time. The only acceptable area to bathe your dog is inside your unit.

k) Cats are not allowed to roam the property. Cat traps may be set out periodically and any stray cat caught will be turned over to the Houston Animal Control.

The above provisions of this Section 6 do not apply to pets reasonably required as aids to accommodate handicapped person.

All pets must be licensed by the appropriate authority. Any resident who causes an animal to be brought or kept upon the Condominiums shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominiums. The unit owner shall be responsible for repairs or any and all damages or loss resulting from the acts of his animal while kept upon the Condominiums.

7. Signs:

a) Only one small "For Sale" or "For Lease" sign is permitted to be placed in a window of a unit.

Rules and Regulations

8. Interiors of Units:

a) Each owner or resident shall keep his/her unit in good order and repair.

b) Water faucets, dishwashers, garbage disposals and similar apparatus shall not be left operating for an unreasonable or unnecessary length of time.

c) Waterbeds are not permitted.

d) No owner or resident shall engage in any activity which unreasonably disturbs surrounding owners or residents, including, but not limited to, loud stereos, televisions, musical instruments or slamming doors. Owners or residents must be particularly conscious of noise between 10:00 p.m. and 8:00 a.m.

9.

Garbage:

a) Garbage must be placed in plastic trash bags and tightly secured.

b) All such trash bags must be placed inside the Association's trash bins, not on the ground next to the trash bins or at other locations.

c) Trash bags may not be placed outside the door of a unit for any period of time.

d) Appliances, mattresses and similar items which are too large to be placed in a plastic trash bag must be removed from the Condominiums by the owner or resident.

e) Trash dumpster lids must be kept closed at all times.

f) No hazardous, toxic or radioactive wastes or substances, as currently or in the future defined as such by applicable Federal, State or Local laws or regulations, shall be placed in the trash bins or disposed of on the Condominiums.

g) Specifically, without limitation, residents shall not place in the trash bins hazardous or toxic waste, auto parts, rocks, concrete, friable asbestos, petroleum products or filters, or any other items or substances prohibited

h) No resident shall place, or cause to be placed, on the general common elements, any furniture, packages or other unsightly objects.

10. **Parking and Assigned Parking Spaces:**

a) Owners and residents shall not permit their family, guests or invitees to use other owner's assigned parking spaces.

b) Vehicles, which are not properly parked, shall be subject to removal at the owner or resident's expense.

c) The removal of a vehicle from an assigned parking space is the sole responsibility of the owner of the unit to which the parking space is assigned.

d) Vehicles are not to be parked within the Condominiums in a manner, which violates any signs prohibiting and restricting parking.

e) Any vehicle, which is parked within the Condominiums in violation of the rules, may be towed pursuant to Texas Towing Statute.

f) All passenger vehicles parked in the Condominiums must have a current license plate and inspection sticker.

g) No vehicle shall be kept or stored in a parking space in a non-operative condition.

h) Only passenger vehicles (defined to include automobiles, utility vehicles commonly used by families as a means of transportation, such as Ford Explorers, Jeep Cherokees, Suburbans, etc., and pick-up trucks not exceeding one (1) ton capacity) are permitted to be parked within the Condominiums.

i) Owners and residents are to park in assigned parking spaces only. Parking spaces along the east drive of the Condominiums are reserved for visitors and service and delivery vehicles.

11. **Automobile Repairs/maintenance:** No repairs or maintenance work of any type, including washing, waxing, changing of oil or rotation of tires, are allowed to be made within the Condominiums.

12. **Boats/Trailers:** Trailers, mobile homes, recreational vehicles, structures, out buildings or boats/trailers/jet skis may not be parked or kept within the Condominiums at any time, under any condition.

13. **Window Coverings:**

- a) No foil or other type of reflective material may be placed on or in windows.
- b) Roll-up shades/blinds and awnings may be permitted on balconies with the prior approval of the Board but only if kept in good repair at all times.
- c) All portions of a window covering which are visible from the exterior of the unit must be white.

14. **Alterations:** No owner or resident shall have any right to modify, alter, repair, decorate, redecorate or improve the exterior of any unit or the fence enclosing a patio area or to take any action with respect to the interior or exterior of any of the common elements or the limited common elements without the written consent of the Board of Directors.

15. **Plants:**
- a) No plants, bushes, or trees may be planted within the Condominiums without the prior written consent of the Board.
 - b) Plants in patio areas or on balconies must be maintained in a neat and attractive condition.

16. **Wild Animals:** No owner or resident shall feed any wild animal anywhere within the Condominiums, including, but not limited to, birds and squirrels.

17. **Barbecue Grills/Smokers:**

- a) No owner or resident shall operate a stove, oven or barbecue pit outside a unit if the stove, oven, or barbecue pit is located within ten (10) feet of the unit.
- b) Each owner or resident shall comply with all provisions of the City of Houston Fire Code.
- c) Violations of the City of Houston Fire Code could result in fines by the City of Houston.
- d) Each and everyday a violation is permitted to continue may constitute a separate offense under the City of Houston Fire Code.
- e) Grills, smokers, or barbecue pits are not to be stored on the common elements.

18. **Smoke Detectors:** At least one (1) approved smoke detector shall be installed in each occupied unit. One (1) smoke detector shall be installed outside each

separate sleeping area in the immediate vicinity of the bedroom. This device shall be maintained in proper working order at all times. Each owner or resident shall comply with any law, regulations and ordinances with respect to smoke detectors.

19. **Swimming Pool Rules and Policies:**

a) The swimming pools and other common areas are for use by all owners and residents.

b) Owners, residents and guest will abide by the rules for the recreational facilities and public facilities as posted in such areas from time to time by the Board.

c) Permission must be requested in writing from the Board to hold parties or meetings at the pool.

d) No lifeguard is on duty. For the safety of the children, children under the age of 16 must be accompanied by an adult resident.

e) Pets are not allowed in the pool or pool enclosure at any time.

f) No running or boisterous conduct is permitted in the pool area.

g) Glass objects are not allowed around the pool. Do not leave papers, cans or any litter. Place all trash in receptacles and return chairs where you found them.

h) Proper swimming attire only.

i) Secure the gate upon entering and leaving the pool area for safety in accordance with city ordinances.

j) Portable radios will be allowed only if the volume is low enough not to offend any others using the pool area.

20. **Intended Use:**

a) No unit may be used for any business or commercial purpose or activity.

b) No owners may lease less than the entire unit

c) No owners may lease a unit for transient or hotel purposes.

21. **Security.** Security of persons and property is a genuine concern for all who live in a major metropolitan area such as Houston, Texas. All those that reside in the Condominiums must take an active role in their own security. The Association is not responsible for injury, damage or loss to person or property caused by another

person, including but not limited to theft, burglary, trespass, assault, vandalism or any other crime. Security is the responsibility of each person and the local law enforcement agency. In the event that you are in need of any security services, you should contact the local law enforcement agency; in the event you are in need of emergency security services, call "911". Do not call the management company for the Condominiums or any companies or personnel hired by the Association, for this could only delay the response time. Each owner and resident should maintain whatever insurance for persons and property deemed necessary to protect that owner or resident from any loss. Always keep your door locked when you are inside your unit as well as when you leave your unit. It is a good idea to refrain from walking around the Condominiums without being accompanied by another person. Please remember that the Association assumes no responsibility for any injury, damage or loss whatsoever which is caused as a result of any problem or failure of any measures taken by the Association to monitor the general common elements. Although each resident or member is responsible for the safety and security of his or her home, installation of burglar bars, alarms or wiring on the exterior of the building will not be permitted without prior written permission from the Board.

22. **Pest Control.** No pest control service is provided to the individual units. Each owner is responsible for keeping the unit free from pest infestation such as roaches, fleas, spiders, silverfish, rats and mice.

23. **Odors.** Noxious odors emitting into general common elements areas and adjacent units is not permitted. While cooking, use the exhaust system in the kitchen. Pets must be hygienically cared for so that elimination odors are non-existent.

24. **Moving.** All moves must be scheduled through the management company. Carton and packing material must be broken down and disposed of in the trash container located at the Condominiums. Any damage done to general common elements by movers will be the liability of the resident.

25. **Enforcement:**

a) Verification: All violations of these Rules shall be verified by a member of the Board or the Association's managing agent. Upon verification of a violation of these Rules, the Association shall, through its managing agent, forward written notice thereof to the owner who violated the Rules.

b) Notice: If the Rules are violated by a tenant or guest of an owner, or the guest of a tenant, written notice shall also be forwarded to the tenant. All notices of violations shall be forwarded to the appropriate owner at the most current mailing address provided to the Association by such owner. Notice to the tenant will be sent to the unit. The notice shall (1) describe the violation, (2) state a reasonable period of time within which the owner shall have to cure the violation and avoid a fine and (3) notify the owner that a fine will be levied unless the violation is cured within the stated period of time. The notice shall further set forth the amount of the fine to be levied.

c) Hearing: Not later than the 30th day after the date of such notice, the owner may request a hearing before the Board to contest the fine. Provided that, the opportunity to cure the violation and avoid the fine need not be given if the owner was given notice and an opportunity to cure a similar violation within the preceding twelve (12) months. Upon levying the fine, the Association shall give written notice to the owner not later than the 30th day after the date of levy.

d) Fine Schedule: All of the Rules and Regulations are subject to the following fine schedule (unless otherwise noted):

i. A FIRST violation of these Rules will result in a Warning Letter.

ii. A SECOND violation of the same provision of these Rules within 6 months of the first violation will result in a fine of \$10.00.

iii. A THIRD violation of the same provision of these Rules within 6 months of the second violation will result in a fine of \$25.00.

iv. For EACH succeeding violation of the same provision of these Rules by a resident within 6 months of the previous violation, add an additional \$10.00 to the previous fine amount to a maximum fine of \$100.00 per violation occurrence.

e) Collection of Fines: Fines shall be collected in the same manner as assessments.

The foregoing Rules and Regulations for Dilston House Condominiums become effective on _____, 1999.

SIGNED this the _____ day of _____, 1999.

SECRETARY

BEFORE ME, the undersigned notary public, on this day personally appeared _____, Secretary of Dilston House Condominiums Association, known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the _____ day of _____, 1999 to certify which witness my hand and official seal.

NOTARY PUBLIC - STATE OF TEXAS