

The Diplomat Homeowners Association

Rules and Regulations

These Rules and Regulations are imposed upon the homeowners for adherence to, and upon the Association's Board of Directors for enforcement of, under our Association's Condominium Declaration ("Declaration"), either in fact or as the result of policies adopted by the Board of Directors under the authority granted it in Paragraphs 2.4 and 4.4a of the Declaration. Pursuant to Paragraph 3.11 of the Declaration, all individuals must follow and abide by them (including homeowners, tenants, and guests. Please read carefully, as infractions may result in the imposition of fines, towing, and/or damage assessments, as applicable, pursuant to Paragraph 4.4g of the Declaration.

Any references below to "residents" refer to homeowners, houseguests, and/or tenants (lessees). All rules, however, apply to all individuals on the property, whether homeowner, tenant, or guest. VIOLATION OF ANY OF THESE RULES, WHETHER BY A HOMEOWNER, A TENANT, AND/OR THEIR GUESTS, COULD RESULT IN THE IMPOSITION OF FINES, TOWING, AND/OR DAMAGE ASSESSMENTS, AS APPLICABLE, pursuant to Paragraph 4.4g of the Declaration

The granting of any exemption or waiver to these rules and regulations by the Association's board of directors shall not be considered universal or precedent setting.

The alpha-numerical references at the end of any specific rule / regulation below are merely an attempt to point the resident to an applicable portion of the Declaration governing same. It is not intended to be inclusive of all authority granted to the Association's board or all obligations imposed upon the resident.

Vehicles and Parking

In the interest of safety, a speed limit on the property of 15 M.P.H should be observed at all times. (4.4g).

The Association has endeavored to clearly mark those safety related "no parking" areas where parking is prohibited at any and all times. However, even due to wear and tear and/or limited visibility, all such areas have been identified in the Association's constituent documents and such parking restrictions SHOULD BE OBSERVED AT ALL TIMES. Additionally, sidewalk entrance ways, areas in front of fire hydrants, and areas in front of garage doors are also no parking zones. Vehicles are not permitted to park in a no-parking area or otherwise in such a manner as to block or impair the normal flow of traffic. (4.4g)

Given our limited space for "street" parking, each resident MUST park at least one vehicle in their garage. Under no circumstances shall a resident be allowed to park more than one vehicle on the common property absent prior advance approval by the Association for

a limited temporary waiver of this rule. (4.4g; 2.9e(9))

No more than four (4) total vehicles, per any one unit, are allowed onto the property at the same time. This total limit includes vehicles that belong to the resident and any guests visiting that unit. Vehicles in excess of this number should be advised to park elsewhere but not on the property. Lastly, no vehicle should occupy more than one parking space. (4.4g; 2.9e(9))

Major repairs, dismantling or painting of a vehicle may not be undertaken on the property. (2.9e(9)).

Inoperable vehicles may not be kept on the property. This includes drivable vehicles with major malfunctions that preclude their regular use. Additionally, vehicles which are not in regular use (meaning not moved for more than five days) must be parked in your garage. (4.4g; 2.9e(9)).

Notwithstanding any other limitations imposed or allowances granted, respectively, by these Rules and Regulations and the Declaration, the property MAY NOT BE USED FOR THE PURPOSE OF STORING OR "STAGING" VEHICLES FOR SALE. (4.4g; 2.9e(9))

Commercial trucks, trailers and recreational vehicles are only permitted on the property for loading/unloading. Recreational vehicles are not allowed to park on the property for more than two hours. All commercial vehicles MUST vacate the property by 9 p.m. (4.4g; 2.9e(9)).

To be afforded unrestricted access to the property, all homeowner/resident vehicles must display a current valid electronic Diplomat Access Pass, affixed to the interior inside front windshield or the license tag of the vehicle. (Those vehicles for which windshield application presents problem are identified on the [Harris County Toll Road Authority's website](https://www.hctra.org/about_faq) -- https://www.hctra.org/about_faq.) Any vehicle without a valid electronic access pass (including residents without them; residents with them but not affixed properly to the vehicle; owners / residents with invalidated passes; guests; vendors, etc.) must stop and be registered at the guardhouse PRIOR TO EACH ENTRY. No vehicle without an electronic pass properly displayed will be allowed access after 10:00 P.M. until the guard has secured approval, via a telephone call to the resident personally being visited, to admit same. Access Passes are not allowed to be transferred from one vehicle to another. (4.4g).

Access Passes are issued only to owners / residents who have provided proof of: A) a copy of the tenant's lease; and/or B) a copy of closing papers stating you are purchasing, or have purchased, the unit. The owner must also complete a current vehicle registration form identifying each and every vehicle for which the owner is requesting Access Passes (not to exceed the maximum number approved by the Association). These documents must be submitted to the Association's managing agent BY THE HOMEOWNER. The vehicle registration form, obtainable from the managing agent or online, must provide all requested information, including all supporting documentation (copies of state-issued drivers' licenses and vehicle registrations) in advance of the issuance of any Access

Passes. (4.4g).

The number of vehicles per unit that are authorized an Access Pass shall be limited to three. Consistent with an earlier paragraph, in the event a resident has three vehicles, two of them must be parked in the garage. For a resident having 1-2 vehicles, at least one vehicle must be parked in the garage. (4.4g).

No individual may enter the property until the guard has granted permission to do so. (4.4g)

A resident's motorcycle must also have an Access Pass and may not be operated on the property except for exiting and entering the property (2.9e(11)).

Any vehicle in violation of these Rules may be stickered, wheel-locked, towed pursuant to the Texas Towing and Booting Act, or otherwise removed from the property by the Board, at the expense of the vehicle's owner. In addition or in lieu of the foregoing, the Association shall be entitled to take any available legal action (including seeking mandatory injunctive relief) in the event of any violation of these Rules. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for Rules violations.

Pets

All dogs must be on a leash and the resident must have direct physical control over the dog at all times (2.9e(12)).

EACH PET-OWNING RESIDENT IS RESPONSIBLE FOR SEEING THAT HIS/HER DOG'S OR CAT'S DROPPINGS ARE REMOVED IMMEDIATELY FROM ALL COMMON AND LIMITED COMMON AREAS. (2.9e(3); 2.9e(5); 2.9e(8); 2.9e(12)).

All dogs on the property must wear a collar and have current vaccination tags. (Board Rule)

No pet shall be kept on the property if law prohibits such pet or if it constitutes a nuisance to other residents (2.9e(12)).

Any loose dog(s) or cats on the property will be subject to removal by animal control. A reasonable effort will be made to identify and or notify the owner prior to such an action being taken. (2.9e(12)).

Any animal on the property that is not residing in a unit with a resident (meaning eating and sleeping in that resident's unit) shall not be considered a pet. (2.9e(12))

No pets shall be housed or kept on the patios or inside the garages of units if such housing creates a noise, odor, or cleanliness situation. (2.9e(3); 2.9e(5); 2.9e(8); 2.9e(12))

The outside feeding (including food and/or water) of any animal is prohibited. Bird baths

within a homeowner's individual patio enclosure do not fall under this restriction. (2.9e(12))

Swimming Pools

The pool is open 24 hours a day. However, quiet hours are to be observed between 9:00 p.m. and 9:00 a.m. (2.9c; 2.9e(5); 4.4h).

The pools are for the exclusive use of the homeowners, residents and THEIR personal guests. Guests using the pools must be accompanied by the visited resident and it is the responsibility of the resident to ensure their guests follow all rules. (2.9c)

Children under sixteen (16) years of age will NOT be permitted within the pool area unless ACCOMPANIED by an adult (2.9c).

Glass containers of any sort are not allowed inside the pool area. No activity is permitted in the pool area which creates an unreasonable annoyance or disturbs any other resident (2.9c; 2.9e(5); 4.4h). All pool rules must be observed. (2.9e(2))

Leaving a pool area in disarray afterward is a violation. All users of the pools will clean up their area and close any umbrellas they might have used upon leaving the pool (2.9e(3)).

Proper attire, meaning swimsuits if you are swimming, should be observed.

Only residents having a pool key are allowed to use the pool. Keys may be obtained from the property manager or the Association's on-property designee, if applicable.

The lifesaving equipment is not a toy. Any other use of it constitutes a violation. DO NOT PLAY with it! (2.9e(2))

Use Restrictions - Alterations

No offensive activity shall be carried on, in, or upon the Common Elements, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any other unit owner/residents. No loud noises shall be permitted on the property (2.9e(5)).

With the exception of the two (2) swimming pools and a resident's individual patio, no part of the Common Elements may be used by a resident for the purposes of a social function without the express permission obtained in advance from the Association's board.

The right of the Association to control the visual attractiveness of the property, including, without limitation, the right to require owners to eliminate objects which are visible from the common area and which, in the Association's judgment detract from the visual attractiveness of the property, is absolute. (4.4i; (2.9e(5); 2.9e(6)).

The board of directors shall develop and maintain a listing of acceptable standardized

additions / modifications that can be used by homeowners. Such listing will encompass doors, storm doors, windows, and plants that can be planted outside their front doors. No owner shall install doors, storm doors, windows, or plant plantings outside their individual patio without a written request to the Association to do so and without the express written approval from the Association's board of directors in response. (3.8; 2.9e(6))

No owner shall in any way alter, modify, add to or otherwise perform work whatever upon any of the common elements, limited or general, without prior written consent and approval in writing by the Association's board of directors (3.8; 2.9e(6)).

Nothing shall be altered or constructed in or removed from the common elements, except upon prior written consent of the Association's board of directors. This includes future installation of laundry vents. (3.8; 2.9e(6)).

Patio umbrellas are allowed, subject to board approval. (4.4i; 3.8; 2.9e(6)).

Except within individual units, no planting, transplanting, or gardening shall be done (including but not limited to flower pots or containers and any stone, rock, or other material used as a ground cover), and no fences, hedges or walls shall be erected or maintained upon the property, except as approved in advance in writing by the board. ANY such items are subject to removal and disposal by the Association. (2.9e(10)).

Satellite dishes and associated cabling can only be installed in direct accordance with approved Association guidelines (addressed under a separate Association board resolution) and with prior consent and approval by the Association's board of directors. (3.8; 2.9e(6))

All cabling, lines, and other wires must be properly installed so as to be as unobtrusive as possible, and is subject to approval by the Board of Directors in advance of installation. Proper screening may include, but is not limited to, the use of appropriate sized insulating conduit/cover.

NO SIGN OF ANY KIND shall be displayed such that it is in public view on or from any unit or common elements, without prior written consent of the Association's board of directors. This includes realtor signs and security signs. (2.9e(4)). The foregoing prohibition as to signs is not applicable to political signs as set forth herein (and is addressed under a separate Association board resolution. The display of political signs shall be permitted in accordance with Section 202.009 of the Texas Property Code as it currently exists or as same may be amended or modified. The display of political signs advertising a candidate or ballot item for election may be displayed for ninety (90) days before an election or ten (10) days after an election. Political signs cannot be displayed or placed in the Common Elements. Political signs must be ground mounted. Only one (1) sign for each candidate or ballot item is allowed. Political signs that contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component are prohibited. Political signs that are attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object are prohibited. The painting of political sign on an architectural surface is prohibited. Political signs that threaten public health or safety are prohibited.

Political signs larger than four feet by six feet are prohibited. Political signs that violate the law are prohibited. Political signs that contain language, graphics, or any display that would be offensive to the ordinary person are prohibited. Political signs accompanied by music or other sounds or by streamers or is otherwise distracting to motorists are prohibited.

No clothing, rugs, or other household fabrics or items shall be hung, dried, aired or stored in such a way on the property as to be visible to others (2.9e(8)).

RESIDENTS ARE PROHIBITED FROM USING THE COMMON ELEMENTS FOR THE STORAGE OR DISPOSAL OF ANY PERSONAL ITEMS (excluding that which is set out for pick up by the trash vendor on scheduled dates). This includes, but is not limited to, driveways, storm drains, garbage cans on the common property, etc. Residents are to store any personal items within their own units and out of visible sight from the common elements. Residents are to dispose of their own trash in approved trash bags for pick-up by the Association's trash contractor. (2.9e(3); 2.9e(8))

Storage of anything on one's patio or in one's garage that creates an odor, cleanliness, or health issue is strictly prohibited. This includes empty or unused flower pots that are stored in such a manner that they are capable of holding water. In general, a patio in an unkempt or unmaintained condition, or a patio used for any purposes other than for socializing, entertaining, gardening, or sunning is prohibited. (2.9e(3); 2.9e(5); 2.9e(8))

GARAGES MAY NOT BE CONVERTED to serve any other purpose than a two car enclosed garage (8.15).

General

All residents will respect the work performed by the Association and/or its contractors or vendors. This includes respecting the workers hired by such contractors or vendors and respecting the barricades, signs, use restrictions, etc. The Association will make every reasonable effort to communicate major projects in advance via its website and/or notices sent in the mail or attached to the garage door clips. Regardless, if there are any questions, a resident should address them with the Association's managing agent before proceeding. (2.9e(14)(b))

Garbage pick up is twice per week, on Monday and Thursday. Garbage cans are NOT to be used. Plastic trash bags, tied at the top, are the only acceptable refuse container. Please place your trash outside your garage no earlier than 7:00 p.m. the night before and no later than 7:30 a.m. the day of trash pick up.

No homeowner is permitted to lease less than the entire unit. (2.9e(13))

Each homeowner who leases a unit is responsible for ensuring that his/her lessee is made aware of all such rules and regulations adopted by the Association and is responsible for any and all violations of his/her lessee. Every such lease shall provide that the lessee has been provided with a copy of the Association's constituent documents, including these Rules, and shall be bound by and subject to all rules and regulations of the Association (2.9e(13)).

No homeowner is permitted to lease a unit for hotel or transient purposes. (2.9e(13))

The total number of regular residents per unit shall be limited to five (5).

As a simple courtesy to the residents, the front gate access control service is authorized by the Association's board of directors to accept deliveries, on behalf of the resident, from recognized delivery services (i.e. U.P.S., Fed Ex., etc). Residents must sign for their packages when picking them up. A resident's decision to allow a package to be delivered to the guardhouse relieves the Association and its contractors of any and all liability regarding the package. Additionally, due to more pressing guardhouse duties, residents are not permitted to pick up packages between the hours of 5:00 PM and 7:00 PM. (Board Rule).

The guardhouse is not a storage service. Any packages left in the guardhouse beyond seven (7) days is subject to being returned without notice. (Board Rule)

Monthly maintenance fees are due on or before the first (1st) of each month. If not received by the fifteenth (15th) of the month, a late fee will be assessed (5.1).

The Association will have the Cable T.V. disconnected to any unit which is, in the board's sole discretion, seriously delinquent in payment of maintenance fees. Ten days advance notice, via regular mail, will be furnished to a homeowner subject to having cable T.V. disconnected to their unit per this policy. Furthermore, any homeowner with accrued fines or damage assessments on their account at the end of a given year will have their cable access disconnected until the account has been reconciled. (4.4a; 4.4d).

PLEASE BE AWARE OF ANY AND ALL WATER USAGE AND RESTRICTIONS. PLEASE LIMIT WATER USAGE. REPAIR ALL HOUSEHOLD WATER LEAKS. EXCESSIVE WASHING OF CARS IS NOT PERMITTED, such determination wholly within the purview and discretion of the Association's board of directors. (4.4b)

Outside faucets within enclosed patios are the responsibility of the homeowner. Any faucet leaking for an extended period will be addressed by the Association and the homeowner charged with a fine and/or damage assessment. (4.4b)

No owner and/or their realtor is permitted to hold an "open house" on the property, nor may any resident hold an estate sale, garage sale or any similar type of asset sale on the property. (4.4a; 4.4g)

Enforcement

All violations of the Rules of the Association shall be verified by a member of the Board of the Association, the Association's managing agent, or may be substantiated by a written report by one or more owner or residents at the property. Upon verification of a violation of the rules, or based upon a satisfactory written report(s) of owner or residents, the Association shall, through its managing agent, forward written notice of the violation(s) to (i) if the unit is occupied by the owner, to the owner, and (ii) if the unit is occupied by a tenant,

to owner and tenant. All notices of violations to be forwarded to the owner shall be sent to the most current mailing address provided to the Association by such owner. If a curable violation, the notice shall (1) describe the violation, (2) state a reasonable period of time within which the violation must be cured and avoid a fine or other enforcement action and (3) notify the owner that a fine will be levied against the owner 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 and indicate how frequently the fine will be levied if the violation of the rules continues to exist. Violations deemed incurable are those violations for which 1) signs or rules are clearly posted on the property and/or 2) the safety of residents and/or the liability of the Association is seriously compromised by the infraction thereof. Such violations will incur a fine without a prior written notice of the violation or any opportunity to cure it at no cost. The owner of the unit shall be responsible for the fine notwithstanding that the violation was caused by a tenant or guest. Not later than the thirtieth (30th) day after the date of such notice, the owner may request a hearing before the Board to contest the fine. Provided however, that, the opportunity to cure the curable 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 a fine, the Association shall give written notice to the owner not later than the 30th day after the date of the levy.

The amount of the fine to be levied against an owner for the violation of a rule shall be as set forth on Exhibit "A" attached hereto. The amount of the fines to be levied may be changed at the sole discretion of the Board. Fines shall be collected in the same manner as assessments.

Owners shall be liable to the Association for violations of these Rules by the owner, an occupant of the owner's unit (whether tenant, resident, or the owner's/resident's/tenant's family, guests, employees, agents, or invitees), and for all costs incurred by the Association to obtain compliance, including attorneys fees, whether or not suit is filed.

In addition to the foregoing, in the event these rules are violated, the Association may bring in action at law for declaratory and/or injunctive relief with any court of competent jurisdiction; or seek any other remedy allowed by law. In any event, the Association shall be entitled to seek and collect reasonable attorneys' fees, costs, and expenses incurred in the enforcement of these Rules.

EXHIBIT "A"
(RULES AND REGULATIONS; FINE SCHEDULE)

Vehicular		Initial Fine
	Parking on grass	\$50.00
	Parking in "No Parking" zone	\$50.00
	Parking in front of fire hydrant	\$50.00
	Parking in front of sidewalk entrances	\$50.00
	Parking behind garages	\$50.00
	Taking up more than one parking space	\$50.00
	Not parking required number of vehicles in garage	\$50.00
	Vehicle not moved for more than five (5) days	\$50.00
	Inoperable vehicle	\$50.00
	Commercial vehicle parked on property more than 2 hours	\$50.00
	Storing or "staging" vehicles for sale	\$50.00
	Speeding	\$100.00
	Entrance through exit	\$150.00
	Not stopping at corners	\$50.00
	Not stopping at entrance/running over cones	\$100.00
	Entering before access granted	\$100.00
	Major vehicle work on property	\$50.00
	Having more than five (5) vehicles visiting unit at same time	\$50.00
Pets		
	Pet not on leash	\$50.00
	No collar/vaccination tags	\$50.00
	Feeding feral animals	\$50.00
	Not picking up droppings	\$50.00
	Housing pets on patios or in garages	\$50.00
Pool		
	Excessive noise during quiet hours	\$50.00

	Misuse of pool furniture	\$100.00
	Misuse of safety equipment	\$100.00
	Glass containers in pool area	\$50.00
	Visitors unattended by resident	\$100.00
	Children unattended by adult	\$150.00
	No pool key	\$50.00
	Leaving pool in disarray after use	\$50.00
	Improper Attire	\$50.00
	Pets in pool area	\$50.00
Use		
	Improper door installed	\$50.00
	Improper windows installed	\$50.00
	Improper storm door installed	\$50.00
	Satellite dish improperly installed	\$50.00
	Improper structures on patio	\$50.00
	Anything visible from outside that destroys continuity of appearance	\$50.00
	Improper plantings in common elements	\$50.00
	Signs displayed in windows	\$50.00
	Signs displayed at exteriors of units	\$50.00
	Clothing, etc. hung in view (on patio, in garage)	\$50.00
	Offensive/loud behavior in common elements	\$50.00
	Dumping of personal property	\$50.00
	Disposal of waste on property	\$50.00
	Conversion of garages	\$50.00
	Outside water leak	\$50.00
	Excessive washing of cars	\$50.00
	Lease exclusion of Association's constituent documents	\$50.00
	Berating/hindering Association contractors and vendors	\$50.00

	Damaging, altering or otherwise compromising work done by Association	\$50.00
	Use of garbage cans	\$50.00
	Improper placement (timing) of garbage for pick-up	\$50.00
	Littering on property	\$50.00
	All subsequent fines for additional violations after the initial notice and fine shall increase in increments of \$50.00.	