

**CERTIFICATE OF CORPORATE RESOLUTION
FOR
PARK ST. JOHN CONDOMINIUMS ASSOCIATION, INC.
AMENDED AND RESTATED RULES AND REGULATIONS**

The undersigned is a duly acting and qualified Officer of **PARK ST. JOHN CONDOMINIUMS ASSOCIATION, INC.**, a Texas non-profit corporation (hereinafter referred to as the "Association" and/or "PSJ"), the Association named and set forth and described in that certain "Condominium Declaration for Park St. John" recorded in Volume 103, Page 149 et seq., of the Condominium Records of Harris County, Texas, together with all amendments thereto (said recorded documents and all exhibits and amendments thereto being referred to as the "Declaration"); and does hereby certify that the attached constitutes a true and correct copy of the "Resolution of the Board of Managers (of) Park St. John Condominiums Association, Inc." adopting the attached "Amended and Restated Rules and Regulations" adopted by the Board of Managers of the Association at a duly constituted Board of Directors meeting held on February 1, 2021.

The undersigned has hereunto set his hand at Houston, Texas this 5th day of February 2021.

**PARK ST. JOHN CONDOMINIUMS ASSOCIATION, INC.,
a Texas non-profit corporation**

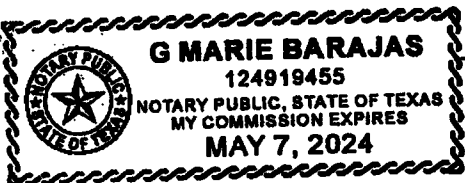
By: *Dalton DeHart*
Dalton DeHart
President of PSJ Board of Managers

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 5th day of February 2021 by Dalton DeHart, President of **PARK ST. JOHN CONDOMINIUMS ASSOCIATION, INC.**, a Texas non-profit corporation, on behalf of said corporation.

 *G Marie Barajas*
Notary Public in and for the State of Texas

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PARK ST. JOHN CONDOMINIUMS ASSOCIATION, INC.
AMENDED AND RESTATED RULES AND REGULATIONS

WHEREAS, PARK ST. JOHN CONDOMINIUMS ASSOCIATION, INC., a Texas non-profit corporation (the “ Association”) manages and administers the Park St. John Condominium (the “ Condominium”) pursuant to that and set forth and described in that certain “ Condominium Declaration for Park St. John” recorded in Volume 103, Page 149 et seq., of the Condominium Records of Harris County, Texas, together with all amendments thereto (said recorded documents and all exhibits and amendments thereto (being referred to as the “ Declaration”).

WHEREAS, pursuant to the Declaration and applicable law, the Association, acting by and through the Board of Managers, is responsible, among other responsibilities, for the administration of the Condominium, including the general common elements and the respective Condominium Units; and

WHEREAS, by action of the Board of Managers on January 16, 2001, the Board of Managers adopted certain Rules and Regulations governing the Association and the Condominium, a true and correct copy of same having been attached to that certain “Affidavit of Property Owners Association (Pursuant to Texas Property Code Section 202.006)” which was filed of record under County Clerk’s File No. V008006 of the Real Property Records of Harris County Texas (the “2001 Rules and Regulations”); and

WHEREAS, the Board of Managers has deemed it necessary and desirable to amend the 2001 Rules and Regulations.

NOW THEREFORE, BE IT RESOLVED, that the Board of Managers, after having considered all relevant factors, hereby adopts the following Amended and Restated Rules and Regulations, which shall amend, modify, and replace in its entirety, the 2001 Rules and Regulations, to be effective upon the recording of same as a “Dedicator Instrument” in the Real Property Records of Harris County, Texas in compliance with Section 202.006 of the Texas Property Code.

FURTHER RESOLVED, that formal notice is hereby given to all existing present Owners of Condominium Units in the Condominium and all prospective and/or future Owners of Condominium Units in the Condominium of the adoption of this resolution establishing the following Amended and Restated Rules and Regulations:

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AMENDED AND RESTATED RULES AND REGULATIONS
PARK ST. JOHN CONDOMINIUM ASSOCIATION, INC.

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A. Introduction and Noncompliance Process

The Park St. John Condominiums Association, Inc.'s Board of Managers (“the Board”) has adopted the following rules and regulations. Owners are required to ensure that they, as well as their tenants and guests, comply with these rules and regulations. The Board of Managers is empowered by the Declaration and the Bylaws to enforce compliance by appropriate means. Additionally, the Texas Uniform Condominium Act grants the Board the authority to impose fines for violations of the Declaration, Bylaws, and Rules and Regulations of Park St. John Condominiums Association, Inc. (“the Association”).

Noncompliance Process: Owners and/or tenants found in violation of these rules, regulations, or of any provision of the condominium Declaration or Association Bylaws, subject themselves to a fine. The amount of the fine is determined by the type of violation and is listed below. Imposition of the fine may be based upon observation of the infraction by any member of the Board, by the Association's Managing Agent, or by anyone else as allowed by law and/or subsequently authorized by the Board. If the violation continues beyond the first day on which it is observed, additional fines may be imposed for each day the violation remains uncorrected.

When a fine is imposed, the unit owner will be given written notice that describes the violation and states the amount of the proposed fine. Not later than the thirtieth (30th) day after the date of the notice, the unit owner may request a hearing in writing before the Board to contest the fine or damage charge. Written request for a hearing must be given to the Managing Agent for Park St. John (PSJ). The Managing Agent will forward the request to the Board.

The unit owner, within the Board's discretion, may be allowed a reasonable time and be given a specified date by which to cure the violation and to avoid the fine, unless the unit owner was given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) months. The imposition of a fine does not preclude the Association from exercising its right, under the provisions of its Bylaws, to enforce compliance through appropriate legal action.

The powers of the Board “to establish, make and enforce compliance with such reasonable house rules as may be necessary” are not limited to this document.

B. Noncompliance Fines

The fine for noncompliance with the rules is \$100.00 unless otherwise stated.

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C. Endangerment of Property or Persons

These rules are included to protect both property and persons from unnecessary hazards and to support the community in preventing unintentional accidents.

1. *Outdoor cooking of any form (i.e., barbecuing) may take place ONLY within the gated portion of the swimming pools and/or in the back parking lots. The use of an outdoor cooking device at any other location on the Association's property is strictly prohibited.* If cooking in the parking lots, the cooking device must be located at least ten (10) feet from the buildings and any other structures, which includes but is not limited to the fences and staircases. If a cooking device is used in any of the designated areas, it must remain in that area until the coals have completely cooled. (i.e., If water poured on coals steams, the cooking device may not be moved.)

Fine: \$1,000.00. No opportunity to cure this violation will be given before the fine is imposed.

2. Storage of gasoline or any other flammable or explosive agent on the property is prohibited.

Fine: \$1,000.00. No opportunity to cure this violation will be given before the fine is imposed.

3. Each owner is required to furnish to the Managing Agent written proof that the owner has obtained the services of a qualified professional to inspect and clean the dryer and dryer duct and to verify that the dryer duct vents outdoors. This proof of inspection must be done every three (3) years. The Board will advise owners at least ninety (90) days in advance of the deadline for providing this verification.

a. **First Infraction:** If written proof of inspection and cleaning is not provided by the owner by the initial deadline, the owner will be fined \$50.00.

b. **Second Infraction:** If written proof of inspection and cleaning is not provided by the owner within 30 days after the initial deadline, the owner will be fined an additional \$75.00.

c. **Third & Subsequent Infraction(s):** If written proof of inspection and cleaning is not provided by the owner within 90 days after the initial deadline, the owner will be fined an additional \$100.00, and then an additional fine of \$100.00 every 30 days until proof of inspection and cleaning is provided.

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D. Parking Areas and Entry/Exit Gates.

All streets and driveway of the project are private drives. The Association reserves the right to determine speed, parking, and traffic regulations in these areas.

Residents may contact the Managing Agent to obtain the combination to the lock on the large gate on Alabama or Saint Street when it is necessary to admit a large truck into the residents' parking area for moving in or out or deliveries.

Violation of these rules subjects the offending vehicle to immediate towing without additional notice.

1. Residents must park in their assigned parking space(s) in the residents' parking lot.
2. Residents are not permitted to park in the visitor's lot, except for stops up to ten (10) minutes in duration.
3. Moving vans or delivery trucks are not permitted to load or unload in the visitor's parking lot at the front of the property.
4. Moving furniture or personal possessions through the front pedestrian gates is prohibited. For access to the rear parking area, please contact the Managing Agent.
5. Commercial vehicles, boats, or trailers may not be parked anywhere on PSJ property.
6. Inoperable vehicles may not be stored anywhere on PSJ property.
7. Only one (1) vehicle with three (3) or more wheels may be parked in a parking space.
8. Only two (2) one or two-wheel vehicle may be parked in a parking space.
9. Motorcycles, bicycles, or other storage items may not be parked or placed in front of a vehicle in the same space.
10. Parking spaces may not be used as storage spaces for household or other items.

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11. The parking entrance gates may not be used as exit gates and the parking exit gates may not be used as entrance gates unless one of the gates is inoperable.

E. Community Integrity

The value of the property at Park St. John is dependent on everyone ensuring the integrity of the property. This includes maintaining the buildings, grounds and the reputation of the property as a friendly, pleasant, and safe community in which to live. No amount of work or expense can keep PSJ viable, unless each resident helps.

F. Unit Alterations

Interior modifications may be permitted if they do not in any way endanger the structural integrity of the building or any part thereof, or do not detrimentally infringe upon the lifestyle of other residents.

1. Requests for modifications of any type to interior walls, floors, or ceilings other than finish work, must be submitted in a "Request for Approval" form, to the Board in writing prior to the commencement of any work. Drawings, contractor and/or engineer reports that explain the modification must supplement the request, and the supplementary material must ensure that structural integrity of the building is maintained. The Board will then approve or deny the request.
2. Alterations to common or limited common areas are not permitted with the exception of the installation of solar screens. Written approval from the Board must be obtained before installing solar screens. **Fine: The Owner will be required to reimburse the Association for any expense incurred to remove the alteration and return the property to the condition that existed prior to the alteration being made.**
3. A licensed electrician must perform all electrical wiring. The wiring must comply with City of Houston standards and must be appropriate for the purpose served and must have proper connections terminating in a junction box.
4. All unit alterations must comply with all applicable building codes of the city, county and state.
5. Remodeling and construction debris must be hauled off daily by the owner/contractor and is not allowed to be placed in or around the property dumpsters.
6. Construction of any modifications and/or remodeling of a unit may only take place between 8:00 a.m. – 8:00 p.m.

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7. The Owner of the unit must complete all modifications approved in the Owners "Request for Approval" within 12 (twelve) months after the Board of Managers approves the request.

G. Landscaping

The landscaping is a vital and valuable part of the premises. The Association maintains the landscaping with the exception of unit patios and balconies.

1. Residents may not damage, deface or mutilate the landscaping. **Fine: The Owner will be required to reimburse the Association for any expense incurred to return the landscaping to the condition that existed prior to the alteration being made.**
2. Residents may not landscape in the common areas.
3. Landscaping on patios, balconies, or around the entryways must not conflict with the landscaping of the common areas.
4. Plants on patios, balconies, or around the entryways to units must be kept in good condition.
5. Plants and other items may not be placed on top of patio, balcony, stair steps, entranceway railings or hung to the outside.
6. Plants and other items may not be hung from or placed on stairway railings, and stair steps.
7. All patio, balcony, and entranceway plants and items must be placed to maintain safe passage in the common area. Plants at the front entry way of any unit must not occupy more than ¼ of the landing space.
8. Only plants in pots or hanging baskets may be placed in or around the entryways.
9. All plants located on balconies and upstairs front porches shall be placed in well maintained pots or containers which must have saucer/scupper pans placed under same so as to not allow water to migrate onto a neighboring or adjacent patio or down to the front door area below.

H. Architectural and Appearance Standards

These rules support the continued integrity of the community's property value.

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1. The side of interior window coverings that is seen from the common areas must be either white or off white in color.
2. Signs are not permitted anywhere on the property, without approval of the Board of Managers and/or its authorized agent.
3. Littering is not permitted.
4. Personal property and/or trash may not be left in or around the entryway to a unit at any time.
5. **Trash and Recycling.** If recycling is offered, Residents (whether Owners or tenants) shall follow the recycling guidelines posted on the recycling bins. Boxes must always be broken down. Do not park in front of the bins to unload. Residents (whether Owners or tenants) shall not block the access gate while emptying trash or recyclables into the receptacles. The Resident shall pull their car over to the side of the trash bins while depositing items into the bins.
6. **Holiday Decorations.** Holiday decorations, in reasonable quantities, may be placed, hung, or displayed on the front door of the respective Units, and/or inside the deck/patio area appurtenant to the respective Units. No such holiday decorations may be placed, hung, or displayed on any part of the exterior staircase(s) or Common Elements/common area, including without limitation, any lawn or landscaped areas adjacent to the Unit. Holiday decorations permitted by this section shall be placed, hung, or displayed no earlier than one month prior to the holiday to which they pertain, and removed within one week of the holiday to which they pertain. In the case of Christmas decorations, such displays shall not be placed, hung, or displayed prior to Thanksgiving Day, and must be removed by January 10 following Christmas day.

I. Unit Maintenance

All Doors -- front, back, and storage -- must be kept clean and free of mildew.

J. Window, Sliding Glass Door, and/or Storage and/or Exterior Passage Door (front and back) Replacement Requirements

1. All changes to any window, sliding glass door, or exterior passage door must be submitted to and approved by the Board of Managers.
2. In order to clarify the requirements for window, sliding glass door, and/or storage and/or exterior passage door replacement at the Park St. John Condominiums Association, the Board of Managers has established the following specific requirements:

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3. **Before replacing any windows, sliding glass doors, exterior passage doors or exterior storage closet doors of a condominium unit at Park St. John, each Owner of a condominium unit must first submit to the Board of Managers a written request for approval by the Board, which must include (i) a detailed description (with the manufacturer's specifications) of the window(s) or door(s) that the Owner proposes to be installed, (ii) the name and contact information of the Contractor that will perform the installation and (iii) a statement that the Owner and Contractor have read, understand and agree to the Association's requirements for the replacement of windows, sliding glass doors, exterior passage doors or exterior storage closet doors, as set forth below:**

4. The windows and sliding glass doors to be installed must be Bronze Aluminum with Thermal Break Frames. The color must be like the other windows and sliding glass doors that were originally installed in condominium units at Park St. John Condominiums. Tempered glass is required if the windows fall into one of the following categories:

- a. The window is within two feet of a door.
- b. The window is less than 18 inches off the ground and more than or equal to 9 inches square of undivided light.

5. All windows and sliding glass doors to be installed must be made of insulated, Low E glass, and/or as is required by Texas codes.

6. All single hung windows that are being installed shall have a lite divide that is commonly referred to in the window industry as "one over two vertical divide".

7. All windows and sliding glass doors to be installed must be "New Construction Type Windows and Doors" with nail fins for installing the windows and doors and shall NOT be "Replacement Style Windows and Doors".

8. Windows, sliding glass doors, exterior passage doors and exterior storage closet doors which are being installed in place of existing windows, sliding glass doors, exterior passage doors and exterior storage closet doors must conform to the color, material, layout, and size of other windows, sliding glass doors, exterior passage doors and exterior storage closet doors of other condominium units at Park St. John Condominiums, with the exception that new windows and sliding glass doors must contain at a minimum Low E glass.

9. **Upon receipt by the Board of Managers of the request for approval (as set forth above) of new windows or doors to be installed in a condominium unit, the Board of Managers will respond to the unit owner to approve or disapprove**

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the request within thirty (30) business days after receipt of the request for approval from the Owner.

10. The Owner of the unit must complete all modifications approved in the Owners "Request for Approval" within 12 (twelve) months after the Board of Managers approves the request.

K. Neighborly Conduct

Residents must conduct their activities in and about the premises in a manner that does not interfere with the rights, comforts, or convenience of other residents.

1. Social gatherings are welcomed. However, they are not allowed to become noisy or objectionable to other residents.
2. Residents must at all times comply with the Houston City Ordinances regarding sound levels.
3. Residents are solely responsible for their guests.

L. Swimming Pools

The swimming pools are for the convenience of the residents. Residents have first priority on the use of the pools, so consideration is requested when guests are invited to the pools. This is especially applicable on weekends when most residents are at home.

1. The swimming pools and pool areas may be used only between the hours of 6:00 A.M. and 10:00 P.M.
2. Residents and guests using the pools in the evenings or early in the mornings must be considerate of others as to noise of any kind.
3. Pets are not allowed in the pool areas at any time. City Ordinance prohibits this.
4. Glass objects are not allowed in the pool areas at any time.
5. Guests must be accompanied in the pool areas by the resident who invited them.
6. Running and/or horseplay are not permitted in the pool areas.
7. Children under sixteen (16) must be accompanied by an adult.

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8. Residents using the pools are responsible for removing all trash to appropriate containers and/or to their unit.
9. All sound devices must be played softly so as not to disturb other guests.
10. Persons using the pools must ensure that the pool gates are latched at all times.
11. Persons using the pools must keep the pool furniture in orderly fashion.

M. Pets

Park St. John has pet rules that allow residents committed to responsible ownership to maintain companion pets appropriate for a small, urban residential property like PSJ. These policies and rules are designed to protect both pet owners and non-pet owners, and to assure that the animals themselves receive responsible care. The rules are based on models set by national associations and humane groups. They cover the following categories:

- Maintaining Pets on The Property;
- Nuisance and Pet Size Limitations;
- Pet Registration Requirements; and
- Noncompliance Penalties.

N. Maintaining Pets on the Property

1. Any resident who maintains pets at Park St. John must comply with all Houston City Ordinances, that are then currently in effect on date of any alleged violation. The Houston City Ordinances state in part, that it is unlawful for dogs to be at large unless such a dog is under direct physical control. Dogs with access to streets or sidewalks are considered to be at large. City ordinances also restrict pets from swimming pools. Therefore:

- (a) No pet is allowed in the swimming pool areas at PSJ.
- (b) No pet shall be permitted in the general common area unless accompanied by an adult and carried or leashed.
- (c) Feeding of pets is prohibited in any common or limited common area including parking spaces, patio spaces and balconies.
- (d) No Residents shall feed any wild animals within the community, including but not limited to squirrels and feral cats.

2. No pet shall be allowed to relieve itself on the PSJ property except in areas designated by the Board.

3. Pet owners must immediately remove their animal's waste from the designated areas or from any other area on the property where the pet may have relieved themselves and must immediately deposit the waste in a sanitary manner in an appropriate garbage receptacle either on the property or in their own unit.

4. Pets who cause or create a nuisance or a disturbance that interferes with an owner's or resident's rest or peaceful enjoyment of their home or the common areas may be permanently removed from the property after the notification process has been exhausted. If the incident is an immediate hazard to the common areas or other residents, no prior notification is necessary before the pet is removed.

5. No pet will be left unattended in a car for an unreasonable amount of time.

6. No pet shall be housed either temporarily or permanently in or on the limited common elements and these limited common elements shall be kept clean in accordance with the nuisance rules.

7. Pets left unattended on the premises may be captured and turned over to the City Animal Control Center.

8. Owners, residents, or Managing Agent's personnel observing an infraction of any of these rules shall discuss the infraction in a neighborly fashion with the pet owner in an effort to secure voluntary compliance with the rules. The person observing the infraction should also report the infraction to the Managing Agent either by mail, e-mail, or telephone. The Managing Agent will send a letter to the pet owner thanking them for their voluntary compliance with the rules. If a second incident is reported, the Managing Agent will initiate the formal process of notification defined in the implementation section below.

O. Nuisance and Pet Size Limitations

1. One (1) dog housed in a unit must be of a breed that meets the American Kennel Club's (AKC) standard of no more than 18" in shoulder height and up to 45 pounds when full grown. Two (2) dogs may be kept in a unit as long as each is a breed that meets the AKC's definition of a "toy dog" in both weight and height as an adult and does not exceed a shoulder height of 12" when full grown.

2. The following exceptions to the size definition will be allowed with special approval from the Board. Notwithstanding any of the following exceptions, all owners and residents must abide by all of the other rules and regulations regarding pet ownership. Failure to comply with these rules and regulations will subject the owner or resident to any fines or penalties that can be imposed by the Association.

- (a) An animal certified for special use as long as a copy of their certification is filed with the Association pet registration form.
 - (b) A non-AKC breed or mixed breed dog as long as the registration is accompanied by a notarized statement from a veterinarian declaring that the animal will, when full grown, be within the standards set for AKC recognized breeds as described above.
 - (c) Visiting pets will be allowed for no more than two visits in a twelve-month period each visit not to exceed a period of one month as long as the person responsible for the pet complies with all rules and regulations relative to pets.
 - (d) Pets living on the property at the time that these rules are adopted that do not meet the AKC standards stated above will be allowed to remain as long as the pet has been on the property for at least six (6) months and the owner files the pet registration form within thirty days from the date that these rules are adopted.
- 3. In the event that a pet grows to a size that does not meet the AKC standards or the certification of the veterinarian, the pet may be removed from the property.
 - 4. Nuisance or unreasonable disturbances are defined as follows:
 - (a) Offensive odor.
 - (b) Noises of sufficient volume or duration to disturb residents.
 - (c) Unsanitary, dangerous or offensive conditions that could be a hazard.
 - (d) Running at large on the property.
 - (e) Damaging, soiling, defecating on, or defiling any private or common element.

P. Pet Registration Requirements

- 1. All pets must be registered with the Managing Agent and shall be inoculated as required by law.
- 2. All information requested on the registration form must be provided.

3. Pets must be registered within thirty (30) days from the date that these rules and regulations are adopted or within thirty (30) days of the pet being brought onto the property.

4. Pets not properly registered will be treated as unattended pets and will be removed from the property.

Q. Noncompliance Penalties

1. **First Infraction:** The pet owner will be notified of the infraction informally in a friendly neighborly manner in an effort to obtain voluntary compliance.

2. **Second Infraction:** The pet owner will be formally notified of the infraction and will be fined \$75.00.

3. **Third and Subsequent Infraction(s):** The pet owner will be formally notified and will be fined \$250.00 for each violation, plus an additional \$250.00 every 30 days until the infraction is cured.

4. **Fourth Infraction:** In addition to the imposition of the foregoing fines, the pet owner's privilege to keep a pet on the property may be revoked and the pet may be permanently removed from the property within ten (10) days of the fourth infraction.

R. Yearly Census

Park St. John requires that each Unit owner complete a yearly Census Form for informational purposes for the management of the Association. The census form must be returned to the Association by the requested deadline.

1. **First Infraction:** If the Census Form is not returned by the owner by the initial deadline, the owner will be notified of his failure to return the Census Form with a friendly reminder in an effort to obtain voluntary compliance.

2. **Second Infraction:** If the Census Form is not returned by the owner by the date set forth in the aforementioned reminder, the owner will be formally notified of his infraction and be fined \$50.00.

3. **Third & Subsequent Infraction(s):** If the Census Form is not returned by the owner within 30 days of the date of the second infraction notice, the owner will be fined an additional \$100.00 every 30 days until the Census Form has been returned.

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S. Leasing and Occupancy Rules

Preamble to Leasing and Occupancy Rules.

Without limitation: Section 82.102(a) (7) of the Texas Property Code authorizes the Association, acting by and through its Board of Directors, to adopt and amend rules *regulating the use, occupancy, leasing* or sale of the units, and Article IV, Section 3(b) of the Bylaws generally provide the Association with the authority, acting through its Board of Managers, to establish, make and enforce compliance with such reasonable house rules as may be necessary for the operation, *use and occupancy* of the condominium project.

1. Occupancy Standards.

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

(b) **Occupancy Defined.** Occupancy of a Unit for purposes of these Rules, shall mean occupancy of at least thirty (30) continuous days or sixty (60) non-continuous days in any twelve (12) month period.

2. Term of Leases.

No Unit shall be leased, rented, or used for any other occupancy sharing arrangement for an initial term of less than one (1) year. If a Unit has been leased for at least one (1) year, the lease may be extended for the same tenant for a term less than one (1) year. No lease, rental, or other occupancy sharing arrangement for hotel or transient use shall be allowed. (i.e., VRBO, Home Away, Airbnb, and other similar arrangements are expressly prohibited).

3. Tenant Conduct.

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

4. Lease Requirements.

Article 29(b) of the Declaration provides, inter-alia, that "...all leases of any apartment unit must (i) be in writing, and (ii) provide that such leases are subject in all respects to the provisions of the Declaration and Bylaws of the Association; and that any failure by the lessee to comply with the terms and conditions of such documents shall be a default under such leases."

5. Prohibition as to Commercial Use.

No business, professional, or other commercial activity of any type shall be operated from or out of any Unit. (i.e. VRBO, Home Away, Airbnb, and other similar arrangements are expressly prohibited).

Article 29(b) of the Declaration specifically provides, inter-alia, that "...no Owner may lease his unit for transient or hotel purposes;" and "...No owner may lease less than the entire unit."

The use of any Unit for hotel, motel, transient use, or other "occupancy sharing" use by individuals who do not utilize such Unit as a bona-fide primary or secondary residence shall be for all purposes deemed to constitute a business or other commercial activity prohibited by the Declaration. For purposes of these Leasing Rules, an otherwise permissible "lease" and "leasing" arrangement shall not include any use of any the Unit for hotel, motel, transient, or other "occupancy sharing" use by individuals who do not utilize such Unit as a bona-fide primary or secondary residence. The use of any Unit for hotel, motel, transient, or other "occupancy sharing" use shall be and is strictly prohibited. "Hotel, motel, occupancy sharing, or transient use" shall be defined so as to include, without limitation, any use for which the payment of a state and/or local short-term rental occupancy tax, such as the Texas Hotel Tax, would be applicable. Further, any lease, rental or other occupancy sharing agreement covering less than the entire Unit shall be prohibited. No Unit may be used as a "boarding house" or "rooming house" or other "occupancy sharing" arrangement where less than the entirety of the Unit is subject to a lease, rental, or other occupancy sharing arrangement. An "occupancy sharing" arrangement shall not be deemed to constitute the occupancy of Unit by two or more individuals (related, unrelated, or as "roommates" or otherwise) who utilize such Unit for single family residential use, as their bona-fide primary or secondary residence

6. Names of Tenants and Copies of Lease(s).

(a) Not later than the 30th day after the date an Owner leases a Unit to a tenant/occupant, the Owner shall provide the Association with the name, address, e-mail address, and telephone number of each and every person

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occupying the Unit as a tenant/occupant under lease; and the vehicle and pet information for such tenant/occupant.

(b) Not later than the 30th day after the date an Owner leases a Unit to a tenant/occupant, the Owner shall provide the Association with the name, address, e-mail address, and telephone number of any person managing the Unit as agent of the Unit Owner.

(c) Owners who have leases presently in existence as of the Effective date of these Leasing Rules and Regulations shall, not later than the thirty (30) days after the Effective Date hereof, provide the Association or its managing agent with the information required pursuant to sub-paragraphs (a) and (b) above.

7. Remedies in the Event of Non-compliance.

Owners who fail or refuse to provide the documentation required by these Leasing and Occupancy Rules within the time required shall be subject to the levy of an initial fine in the amount of One hundred Dollars (\$100.00), with a subsequent fine of One hundred Dollars (\$100.00) every thirty (30) days thereafter until such time that all of the required information is properly delivered.

8. Lockbox Requirements.

- (a) Please contact KRJ at 713-600-4000 or smile@krjcares.com for approval to place a lockbox.
- (b) Lockboxes shall be placed on the lockbox bar located at the main pedestrian gate on Timmons near the callbox for units that are for sale or lease only.
- (c) The lockbox placed must have the Realtors business card affixed to it, at all times.
- (d) The lockbox must be removed within 5 business days of the unit no longer being listed for sale or lease.
- (e) If at any time the lockbox cannot be identified, it will be removed without notice.
- (f) If you do not obtain approval from KRJ, the lockbox will be removed.
- (g) The Association will dispose of all lockboxes that are removed.
- (h) The Association, Board of Directors, and KRJ are not responsible for lockboxes that are removed or for any damage while placed onsite.

THE FINE FOR NON-COMPLIANCE WITH THE RULES AND REGULATIONS IS \$100.00 UNLESS OTHERWISE STATED.

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02/12/2021 10:25 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$86.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2021-79327