

CERTIFICATION

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, the undersigned, pursuant to §202.006 of the Texas Property Code, do hereby certify, as follows:

- (1) I am a Director of Bridgewater Landing Condominium Association, Inc. a Texas non-profit corporation;
- (2) An Instrument titled: **"Rules and Regulations Bridgewater Landing Condominium Association, Inc."**, is attached hereto;
- (3) The property affected by the said Instrument is described as, to wit:

Bridgewater Landing Condominium, Phase I, Phase II, Phase III, and Phase IV, a condominium regime in Harris County, Texas, as more fully described, defined, and delineated, in the Condominium Declaration for Bridgewater Landing Condominium, and the subsequent Supplemental Declarations of Merger and Annexation, recorded in the Condominium Records of Harris County, Texas, under Clerk's File Nos. H651489, H804349, J105216, and J539875, respectively, along with any amendments and supplements thereto

(4) The attached instrument is a true and correct copy of the original, approved by the Board of Directors on the 21 day of March, 2022.

By: [Signature]
Print Name: Donna G. Gaiser, Director,
Bridgewater Landing Condominium Association, Inc.

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BEFORE ME, the undersigned authority, on the day personally appeared Donna Gaiser, a Director of Bridgewater Landing Condominium Association, Inc., and being by me first duly sworn, declared that he/she is the person who signed the foregoing document in his/her representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office this 21 day of March, 2022.

[Signature]
Notary Public, State of Texas



RP-2022-170552

**RULES AND REGULATIONS
BRIDGEWATER LANDING CONDOMINIUM ASSOCIATION, INC.
(THE "ASSOCIATION")
PREAMBLE**

These Rules and Regulations apply to the units, common elements and uncommon elements of Bridgewater Landing Condominium Association, Inc. By owning or occupying a Unit in Bridgewater Landing Condominium Association, each Owner and each Resident agrees to abide by these Rules, as well as the obligations of Owners and Residents provided in Federal Law, State Law, the Declaration and the By-Laws.

For the convenience of Bridgewater Landing Condominium Association Owners and Residents, these Rules restate some of the rules and covenants contained in the Declaration and By-Laws. Some of these Rules, however, are in addition to the restrictions found in the Declaration and By-Laws. The authority for such additional rules and regulations is derived, in part, from the Declaration, the By-Laws, and Texas Property Code § 82.102(a)(7). Words and phrases defined in the Declaration shall have the same meaning when used in these Rules. In the event of a conflict between Governing Documents, the hierarchy of authority shall be as follows: Federal Law, State Law, Declaration, By-Laws, Bridgewater Landing Condominium Rules and Regulations.

These Rules are subject to being revised, replaced, or supplemented. Owners and Residents are urged to contact the on-site management office to verify the rules currently in effect on any matter of interest. These Rules are in addition to and shall in no way whatsoever detract from the rights of the Association, Owners and Residents under the Declaration, By-Laws, Articles of Incorporation, and Texas and Federal Law.

Bridgewater Landing uses forms available in our office dealing with Architectural Modifications, Landscaping, the Clubhouse, Work Orders, Vehicle Parking Stickers, Owner and Resident Information and Pet Forms. You may also purchase Front Gate Remotes, Fobs and Pool Fobs here. BWL Parking Stickers are available as well at no charge. Please note that we do not take cash. Checks only. Please see the on-site Property Administrator for questions and guidance.

Upon receipt of these Rules and Regulations, an acknowledgement must be signed by the occupying resident and submitted for file in the Bridgewater Landing Office.

**BRIDGEWATER LANDING CONDOMINIUM ASSOCIATION,
INC.
RULES AND REGULATIONS**

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RP-2022-170552

1.00 COMPLIANCE

- 1.01 All Owners and all Residents shall comply with the provisions of the Declaration, the By-Laws and the Bridgewater Landing Rules and Regulations, (collectively, the “Governing Documents”). Each Owner and each Resident, additionally, shall be responsible for compliance with the Governing Documents by the occupants of his/her unit and his/her or their respective family, invitees, tenants, agents, employees, or contractors. Use of “Owner” or “Resident” in these Rules shall be deemed to include and apply to the Owner and to all persons for whom Owner is responsible.
- 1.02 All Owners/Residents shall comply with temporary rules and signs posted from time to time. Such posted rules are incorporated into these Rules by reference. Contact the Clubhouse Office with questions concerning these Rules.
- 1.03 All Owners, or their representatives, shall provide their respective lessees with a copy of these Rules and Regulations upon execution of the lease. All leases must contain a stipulation that Tenants agree to abide by the Governing Documents.
- 1.04 Certain circumstances may warrant waiver or variance of a Rule. The Board, after written application for a waiver or variance, may grant conditional approval, in writing, of the waiver or variance.

2.00 OCCUPANCY STANDARDS

- 2.01 The Board may prohibit continued occupancy by a person who constitutes a direct threat to the health or safety of others, or whose occupancy would result in substantial physical damage to the property of others.
- 2.02 Transient tenancies are not permitted. A lease must be for a minimum of one year and sub-letting is not permitted. Each lease must be in writing and an Owner shall provide the Board with a copy of the lease of that Owner’s Unit. Owners are required to notify Management within five days of the Unit vacancy. Upon leasing Owner’s Unit, Management must be notified immediately to be sure the Rules and Regulations are understood and provided to the Lessees before occupancy (reference PET POLICY, 4.0, for the “20 pound” rule).
- 2.03 Each Owner shall use his Unit for single-family residential purposes only. The single-family residential purposes shall be deemed to specifically prohibit the use of any Unit for any business, education, church, professional or other commercial activity of any type, except that an Owner may use his/her Unit as a personal office for a profession or occupation, provided:
 - (a) the public is not invited, permitted or allowed to enter the Unit or conduct business there;
 - (b) no signs advertising such profession or business are permitted;
 - (c) no on-site employees are permitted; and
 - (d) no offensive activity or condition, noise and/or odor is permitted.
- 2.04 No Unit shall be occupied by more than two persons per bedroom.

3.00 AMENITIES

- 3.01 All amenities (pool, clubhouse, and tennis courts) are available to Residents and their guests. Non-resident Owners are not permitted to use these facilities during the terms of any lease or rental agreement of their Unit. Residents/Guests under fourteen (14) years of age must be supervised by a responsible individual. Guests are limited to four per Unit. Visitors must be accompanied by a resident while using any recreational area, subject to the specific regulations applicable to each amenity unless the guests are registered with our office and receive a special pass which they must keep on their person when using the facilities. Residents will be held responsible for the actions of their guests.

POOL

- 3.02 The pool is kept in a usable condition all year. The pool area opens at 9:00 AM and closes at 10:00 PM, and the gates are locked, no exceptions. Underwater lights turn on automatically at dusk and turn off at dawn. Pool conduct rules are posted in the pool area. Pool is CLOSED MONDAY mornings until noon for maintenance.
- 3.03 Amenity Fobs are required and may be checked on a random basis or in case of any report of a problem or disturbance by a representative of Management or a Board Member.
- 3.04 No alcohol is permitted in the pool or tennis courts. Glass containers are not permitted in any amenity area.
- 3.05 No smoking allowed in the pool area.
- 3.06 No lifeguards, medical attendants or medical facilities are provided by the Association. Residents and their Guests use the amenities at their own risk. Swimmers with open sores or bandages are not permitted in the pool. Soap, oils or hairpins are not permitted in the pool.
- 3.07 Appropriate dress is required in any area. No cut-offs are permitted in the pool.
- 3.08 No eating or drinking is allowed within three (3) feet of the pool. No cooking allowed. Clean-up is the responsibility of the diners. Table umbrellas must be closed after use.
- 3.09 Headphones are required when listening to electronic devices at the pool.
- 3.10 The areas inside the pool fences are designated as a non-smoking area.
- 3.11 Horseplay is prohibited in and around the pool.
- 3.12 Pets are not permitted in or around the pool.
- 3.13 Owners and/or occupants of units that are delinquent in monthly assessments are not permitted to use the recreation area.

- 3.14 Recreational facilities cannot be reserved.
- 3.15 Pool area users are responsible for removing their own trash.
- 3.16 No water games in or around the pool.
- 3.17 Swimmers must refrain from loud noises and all boisterous behavior. No loud radios permitted.
- 3.18 Bikes, skateboards and roller skates/blades are not allowed in the pool area.
- 3.19 No diving or jumping or running in pool area.
- 3.20 No behavior offensive to others is allowed.

TENNIS COURTS

- 3.20 These are available for use on a first-come first-serve basis or by reservation as demand dictates. For nighttime tennis lights may be turned on at the switch box near the court entrance. Lights turn off automatically at 10:00 PM. Last players in the court at night are asked to turn lights off before leaving. **TENNIS SHOES REQUIRED.** Three guests permitted, all on the same court. Reservations can be made in the office.
- 3.21 Restrictions:
 - (a) With players waiting, play is limited to one hour, after which players go to the end of the line; and
 - (b) Members only (no guests) may use courts for lessons. No member may use the courts to give lessons to non-members. Overnight houseguests from out of town, while visiting any homeowner, may use the courts with the owner being present or the Owner must obtain a guest pass from the Clubhouse Office.

CLUBHOUSE

- 3.22 The Clubhouse may be reserved for private resident parties or functions. Reservation forms are available at the Clubhouse office. The Board reserves the right to review or reject a reservation. Exclusive use of the pool and tennis court is not included in clubhouse rentals.
- 3.23 A cleaning deposit of \$150 and a rental fee of \$50.00 (for 25 or fewer guests) or \$75.00 (for 26 or more guests) is required in advance with the reservation request. The cleaning deposit is refundable upon inspection of suitably cleaned premises after resident use. Please request rates for reserving multiple dates.
- 3.24 The residents must be present at the clubhouse for the length of the activity and is responsible for guest conduct.
- 3.25 All functions at the clubhouse must terminate as set out in the Reservation form. Music and noise must be kept to a level that does not project outside the clubhouse.

- 3.26 An adult must accompany resident children when using the clubhouse.
- 3.27 A liability waiver and statement of responsibility are to be signed by resident when reservations are made.
- 3.28 When alcohol is to be served and/or a function of fifty (50) or more guests, it shall be the Resident's responsibility to provide a security guard. The security guard will be either a licensed law enforcement officer or a security guard from a state licensed company who will remain at the clubhouse for the entire function until guests have left the Association property.
- 3.29 No smoking is permitted in the clubhouse.
- 3.30 The resident is responsible for cleanup after the function. Management, maintenance personnel or a Board Member will inspect and determine if the damage/cleaning deposit will be refunded. It will be returned if the premises are properly cleaned and there is no damage to the clubhouse. If it is determined that the premises are not properly cleaned, the Resident will be notified and given the choice of cleaning the clubhouse or having the cost of a professional cleaning service deducted from the damage/cleaning deposit. If it is determined there is damage to the clubhouse property (inside or out) the cost of repairing will be deducted from the damage/cleaning deposit and any amount in excess of the deposit will be added as an assessment to the Owner's account.
- 3.31 In the event of a situation in which it has been established there is a clear danger of injury to people or the property, it shall be the Management's responsibility, and in their absence a Board Member to close the amenities. Children must be supervised by a responsible individual if they are on the common grounds of the Association.

4.00 PET POLICY

- 4.01 Bridgewater Landing allows 2 pets per household, weight limit is **20 pounds**. All snakes, reptiles, primates and livestock are prohibited. All pets except birds and fish must be registered with the office (Clubhouse On-Site Manager) and always wear a pet tag. Oversized dogs are not allowed and would subject the unit owner to a progressive fine until the animal is removed from the property. All pets are to be indoor pets.
- 4.02 Pets must always be leashed when outside a Unit and accompanied by the owner holding the leash. Dogs CANNOT be tethered and left outside, or Resident/Owner would be subject to a fine.
- 4.03 Dogs are not to be walked in or near flowerbeds, on or near patios and front porches.
- 4.04 Pets are the responsibility of the Owner of the Unit regardless of Unit occupancy. A pet deemed dangerous or undesirable by the Board will be banned immediately and removed from the premises. Should a dog bite another person, that animal will be banned from the property immediately. If the animal is not removed immediately, the unit owner's account will be assessed a \$100.00 fine per day until the animal is removed.

- 4.05 No animal shall be left unattended on a patio. Litter boxes CANNOT be kept on patios or balconies at any time. No pet food or any food is allowed outside the unit as it attracts vermin.
- 4.06 Dog waste must be removed, bagged and disposed of immediately in the specified Animal Waste Receptacles found on the North and South end of the property or the Dumpster. It is the absolute duty and responsibility of an Owner/Tenant to immediately clean up after an animal. If not, the Unit Owner will be fined and the Pet Owner will be required to remove the animal from the complex. DO NOT throw waste in the trash receptacle outside of the clubhouse. Large bags of waste should be disposed of in the dumpster as opposed to the Animal Waste Receptacles, as these Receptacles are for smaller bags of dog waste. Please note: ANIMAL WASTE MUST NOT BE DROPPED INTO THE DRAINS ON PROPERTY AND ALL WASTE MUST BE IN SEALED BAGS SO AS TO AVOID AN ODOR.
- 4.07 No pets are allowed at any time in the enclosed recreation area encompassing the tennis courts, pool and back of the clubhouse.
- 4.08 Excessive barking will subject the owner to fines.
- 4.09 Guests may bring animals to visit. If a resident is caring for a non-residents pet for more than one week, the resident needs Board approval. In this instance, the Pet Limit of two per household still applies.
- 4.10 For Support or Service Animals – The Board must be notified immediately upon bringing a Service or Support Animal on the property and must submit the proper documentation within 30 days in order for the Board to consider the request and to keep the animal on property. The proper documentation necessary is as follows: a notarized letter from the disabled persons doctor, therapist (or other medical professional) stating (a) that the resident or member of his/her family is a person with a disability; (b) the need for the animal to assist the person with that specific disability; and (c) that the animal actually assists the person with a disability. Properly documented Service and Support Animals are not considered pets under these rules. All Service and Support Animals must behave in an appropriate manner; uncontrolled barking, jumping on other people, running away from the handler, and posing a direct threat to the health and safety of others, is not appropriate behavior for a Service or Support Animal. Service and Support Animals shall not be left unattended, and must be on a leash or tether unless such device would interfere with the animal’s safe and effective performance of work or tasks. The handler or the handler’s assistant must immediately remove all dog waste as provided for in Section 4.05 herein. As well, the resident must also complete and submit the BWL Pet Registration Form in full. All Service and Support Animals must wear a BWL Tag or Sleeve attached to the leash when outdoors; this is especially necessary for larger animals in excess of 20 pounds, in order to identify that the animal is a part of the BWL Community.
- 4.11 Within 30 days, all pets in Bridgewater Landing must be registered with the on-site Manager. All dogs and cats must be licensed and have current mandatory vaccinations.

- 4.12 FINES FOR ANY VIOLATION OF PET RULES WILL BE \$100.00 AND THE FINE DOUBLED FOR ANY SUBSEQUENT PET VIOLATION. Residents caring for a guest pet, or a visiting guest pet will be asked to leave if the resident receives one violation.

5.00 TRASH DISPOSAL

- 5.01 Residents shall not litter on the Common Elements, shall endeavor to keep the condominium property clean, and shall dispose of all refuse in receptacles or dumpster provided specifically by the association for that purpose.
- 5.02 Trash pickup days are Tuesdays and Fridays. Trash is to be at a designated spot no later than 9:00 AM and not before 5:30 AM for trash pickup.
- 5.03 Trash is not to be placed out the evening or day before trash pickup days. If you place your trash out after trash has been picked up, it is your responsibility to get it to the trash receptacle.
- 5.04 Trash should not be stored inside or outside a Unit in a manner that encourages vermin, causes odors, or may permit the spread of fire. Before discarding coals, ashes, logs, or other materials used in barbecue grills or fireplaces, residents shall ensure that the debris is thoroughly cold. None of these items may be discarded in the grass, flowerbeds or soil. It needs to be discarded in the dumpster only.
- 5.05 Bag your trash. Do not put out loose pizza boxes or random miscellaneous items that have to be gathered separately. Make sure your bags are securely closed as unsecured bags attract vermin.
- 5.06 If you choose to leave your trash out and not properly dispose of it (after trash pickup) and it remains on the property/curb/sidewalk, etc., you will be subject to fines for each violation.
- 5.07 Trash should be placed entirely within a dumpster, and should not be placed outside, next to, or on top of a dumpster. Boxes and large objects should be crushed or broken down flat. You should arrange privately for removal of discarded furnishings (furniture, appliances, electronics, mattresses, construction debris, etc.) or any unusually large volume of debris. You will be subject to fines for each violation.
- 5.08 Trash may not be stored on a patio/balcony or front porch at any time.
- 5.09 Unacceptable Items in the Dumpster or Dumpster Area: Furniture of all kinds, mattresses, chemical waste, paint and pesticides, carpeting, rugs and padding, electronics and small appliances, hazardous materials, fluorescent lights, auto parts and fluids, tires and batteries, construction debris and moving boxes.

6.00 VEHICLES

- 6.01 All persons and drivers of vehicles entering the property and in the parking lot and/or driveway areas are required to observe all property and pedestrian traffic and parking safety practices, posted warning signs and no-parking areas, and other signage in the property. The maximum speed limit is 15 mph. Excessive speed may be cited as reckless operation which endangers the safety of Residents.

- 6.02 The term “vehicle” or “vehicles” means all street legal motorized vehicles to include, but not limited to, cars, automobiles, trucks, SUVs, motorcycles, motorbikes, motor scooters and any other similar vehicles.
- 6.03 Motorcycles, motorbikes, motor scooters, or any other similar vehicles may not be operated recreationally within the property.
- 6.04 Each vehicle shall be muffled, maintained and operated to minimize noise, odor, oil leaks and smoke emissions.
- 6.05 No vehicle may be parked so as to block or restrict: (a) visibility at corners and intersections, or (b) the passage of normal vehicle traffic along the drives. Residents/Guests may be requested to immediately move vehicles that are deemed to block safe passage of traffic or be subjected to fines and/or towing at owner’s sole expense.
- 6.06 No vehicle may be parked in manner that interferes with ready access to any entrance to or exit from the condominium or any disability access ramp. No vehicle may obstruct the flow of traffic, constitute a nuisance or otherwise create a safety hazard on the property. No vehicle may be parked, even temporarily, in spaces reserved for others, in fire lanes or in any area designated as “No Parking”. No vehicle may be parked in a manner that intrudes over the sidewalk.
- 6.07 No trucks in excess of ¾-ton, boats, campers, trailers, commercial vehicles not used as the resident’s primary vehicle, or motor homes may be stored or brought onto the property. Vehicle repairs are not permitted, except to check fluid levels, charge or change a battery or change a tire. Major repairs or restoration of any vehicle may not be performed on any portion of the Common Elements (i.e., carports, driveways, parking lot, drives, etc.) in the property. Major repairs are those which cannot be completed in one day or which will leave lasting stains or cause damage to the property. No vehicles on blocks or jacks.
- 6.08 Vehicles are not to be stored on the property. Vehicles which are not street legal (i.e., expired Registration Stickers /license plates) are deemed to be inoperable. Inoperable vehicles left on the property are subject to being towed at owner’s sole expense.
- 6.09 Only operable vehicles are permitted on the Condominium Property. Oversized vehicles in assigned parking, as well as visitor parking, shall not impede entrance/egress of adjacent vehicles and may be required to park elsewhere on the property.
- 6.10 No storage of any objects shall be permitted in the carport or parking areas. Parking areas shall at all times be kept free of debris or rubbish of any kind.
- 6.11 Residents are assigned one parking space per unit, either in an attached garage or under a carport.
- 6.12 No residence may have more than three registered vehicles. Resident is solely responsible for making alternative off-property parking arrangements for additional vehicles beyond those permitted by the Board.

- 6.13 No motorized vehicles shall be operated within the Property for recreational purposes.
- 6.14 Guest parking areas are not intended for use of storing vehicles, for example, cars, boats, trailers, camping units or personal recreational vehicles. Construction trailers, PODS, moving vans, etc. may only be parked in guest parking during the remodeling of a unit or upon occupancy/vacancy.
- 6.15 All residential vehicles must be registered with management and have a BWL Parking Sticker.
- 6.16 Wheelchairs, manual or motorized, are permitted anywhere.
- 6.17 Driving any vehicle, including motorcycles, motorbikes, motor scooters, skateboards, or bicycles on the sidewalks, grass, in the shrubs and flower beds is not permitted.
- 6.18 Any vehicle in violation of these rules may also be stickered, towed, as per the Texas Towing and Booting Act, or otherwise removed from the Property at the expense of the vehicle's owner. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these additional remedies for Rules violations.
- 6.19 Everyone must abide by the speed limit signage on property.

Parking Stickers

- 6.20 Residents (including tenants) must register all motorized vehicles, whether owned, leased or rented, with the Association. All vehicles garaged or parked on the property must have valid Texas State Registration coverage or valid state Registration for out of state Vehicles. Upon visual confirmation of such Registration, the Association will, at its sole discretion, issue one of the following permits/stickers for each vehicle:
 - (a) Resident Vehicle Sticker; or
 - (b) Temporary Permit (Hang tags).
- 6.21 All registered vehicles are required to have a current BWL Resident Vehicle Sticker affixed on the front windshield above the registration sticker. Any vehicle not registered or not displaying said Resident Vehicle Sticker is subject to towing at the owner's expense.
- 6.22 Any resident (owner or tenant) moving to the property from another state will be issued a temporary parking permit valid only for the period of time allowed by the State of Texas for legal registration of out-of-state vehicles unless you are a non-resident. Any vehicle not legally registered by the date of expiration will be subject to fines and/or towing.
- 6.23 Under special circumstances, such as a company or employer-owned vehicle used by the resident, the Board may, upon satisfactory proof and at its sole discretion, authorize the issuance of a Resident Vehicle Sticker. Resident shall be responsible for all violations and resulting fines assessed related to said vehicle.

6.24 All stickers and other valid permits may be reissued periodically at the discretion of the Board of Directors (“the Board”) for the purpose of controlling entry into the property.

Guest Parking

6.25 Guest parking is on a first-come, first-served basis. Vehicles must be parked wholly within the marked lines of a parking space that is marked VISITOR only. Any guest vehicle which cannot find a legal parking spot within the property must promptly exit the property and seek suitable parking outside this property.

6.26 For guests staying more than three consecutive nights, contact the front office to obtain a Guest Pass for their vehicle to avoid towing. Vehicles with a Guest Pass may park overnight in designated visitor parking areas in the property during the permitted period. The Temporary Permit (Guest Pass), however, does not guarantee the availability of a parking space within the property.

Violations

6.27 The Board reserves the right to cite any resident violating these traffic and parking regulations. Such violations may result in:
(a) Levying applicable fines against the responsible owner; or
(b) Having the violating vehicle towed at the responsible owner’s expense.

6.28 The Board reserves the right to warn, cite or fine any resident for the actions of their personal guests or invited service vendors who violate these parking regulations.

6.29 All towing of vehicles shall be done in accordance with the provisions and requirements of the Texas Towing and Booting Act as it currently exists or as same may be amended and modified.

6.30 Prior to towing any vehicle, the vehicle owner will be notified that the vehicle will be towed at their expense unless they either move the vehicle off the property or contact the Clubhouse Office regarding any extenuating circumstances.

6.31 Any vehicle in violation of these traffic and parking regulations may be stickered, wheel-locked, towed pursuant to the Texas Towing and Booting Act, or otherwise removed from the property by the Association, at the expense of the vehicle’s owner. In addition to 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 traffic and parking regulations. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for violations.

7.00 ASSOCIATION AND OWNER RESPONSIBILITIES

OBLIGATIONS OF OWNERS AND RESIDENTS

7.01 Within thirty days of acquiring ownership in a Unit, the following information must be provided to Bridgewater Landing’s on-site Property Administrator:

- (a) The Unit Owner's mailing address, email address, telephone number, and driver's license number, if any;
 - (b) The name, email address and telephone number of the Mortgage Company;
 - (c) The name and address of the holder of any lien against the Unit, and any loan number;
 - (d) The name, email address, and telephone number of any person occupying the Unit other than the Unit Owner;
 - (e) The name, address, email address and telephone number of any person managing the Unit as an agent of the Unit Owner; and
 - (f) Vehicle information per Rule 6.19 and pet information per Rule 4.01.
- 7.02 Each Owner is responsible for any loss or damage to his Unit, other Units, the personal property of other Residents or their Guests, or to the Common Elements and improvements, if such loss or damage is caused by the Owner or by any person for whom the Owner is responsible.
- 7.03 Water beds are forbidden in any Unit.
- 7.04 Each resident is solely responsible for his own safety and for the safety, well-being and supervision of his guests and any person on the Condominium property to whom the resident has a duty of care, control or custody.
- 7.05 The Common Elements shall be used only for access, ingress to and egress from the respective Units. The use, maintenance and operations of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner. Personal items shall not be stored or left in the Common Elements.
- 7.06 Each resident is solely responsible for insuring his personal property. Bridgewater Landing is not responsible for the loss of personal property and the Board urges Owners/Residents to insure personal belongings.
- 7.07 Items found on the Common Elements are deemed abandoned after five (5) days.
- 7.08 No Resident shall permit anything to be done or kept in his Unit or the Common Elements which will result in the cancellation of insurance (Association or Personal) on any Unit or any part of the Common Elements or which may be in violation of any law.
- 7.09 A Resident shall not store or maintain anywhere on the Condominium Property (including within a Unit) explosives or materials capable of spontaneous combustion.
- 7.10 A resident shall immediately report to Management his discovery of any leak, break, or malfunction in any portion of his Unit or the adjacent Common Elements for which the Association has a maintenance responsibility. The failure to promptly report a problem may be deemed negligence by the Resident, who may be liable for any additional damage caused by the delay.
- 7.11 Each Resident shall endeavor to conserve the use of utilities furnished through the Association including water consumption within his Unit.
- 7.12 Residents shall not adjust or modify sprinklers.

OWNER RESPONSIBILITY FOR INTERIOR OF UNIT

- 7.13 Owners are responsible for maintenance and repair of: paint, texture, wall covering, floor covering, ceramic tile, appliances, plumbing fixtures and water supply lines to the ell or tee on the water supply line in the wall or floor cavity, plumbing drains to common sewer lines that may become stopped up (i.e., including but not limited to: toilets, sinks, bath tub, shower, garbage disposal, etc.), dryer vents that become stopped up, air and heat unit duct and duct systems, all electrical from the Unit breaker box to the Unit, damage by the Owner or Contractor employed by Owner/Tenant to do plumbing, electrical in the structure, electrical fixtures, plugs, switches and wires, damage to the structure by Owner or Contractor hired by the Owner/Tenant, damage to the Unit by Owner/Tenant or Guest, windows, screens and glass, winterizing Unit if the Unit is going to be empty during periods of time when the temperature drops below sixty degrees Fahrenheit (60°F), interior flooding of Unit, heavy trash pickup (i.e., including but not limited to: Christmas trees, furniture, appliances, etc.), homeowners insurance.
- 7.14 Owners are responsible for any damage caused by their negligence during cold weather. Between November 1 and March 25 of any year, all units must be heated to a minimum temperature of at least 60 degrees Fahrenheit (60°F). During periods of anticipated below-freezing temperatures, water lines in exterior walls should be allowed to drip continuously and cabinets enclosing plumbing lines should be left ajar. Dishwashers on exterior walls should not be used during and immediately after periods of extreme cold.
- 7.15 Owners must maintain dryer vents so that accumulated lint does not become a fire hazard.
- 7.16 Owners/Residents are required to maintain working smoke detectors in each Unit.

OWNER RESPONSIBILITY FOR EXTERIOR OF UNIT

- 7.17 Owners are responsible for the maintenance and repair of windows, front and back doors, sliding patio or French doors, approved patio fences, lights at front and back entrance, damage to the exterior of the building (car ports or Common Elements by Owner/Tenant/Guests), mail box lock and keys, TV cable to unit, landscaping installed by Owner (with Board Approval), entrance doors, storm doors, solar screens, sun shades, window screens and exterior lighting fixtures (with Board approval), the patio and/or balcony space of the Unit, all fixtures and equipment installed within the Unit, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the Unit, and the Owner's heating and cooling system.

ITEMS ALLOWED ON PATIO/BALCONY

- 7.18 Each Resident shall keep his Unit and patio or balcony in a state of cleanliness, taking care that the cleaning of the patio or balcony does not annoy or inconvenience other residents. Owners of unsightly patios or balconies may be subject to corrective action at the Owners expense.
- 7.19 These items are allowed on Patios/Balconies: bicycles, patio furniture, hammock, glider, swing (free standing/shall not be attached to the building), barbecue grill, plants/plant stands/décor, wind

chimes, firewood (must be stacked inside an appealing metal container), flags/windsocks, propane tanks and outdoor landscape lighting.

- 7.20 Barbecue grills when not in use and visibly stored on the patio/balcony must be covered with a manufactured cover. Barbecue grills with open flames, charcoal, propane tanks, are prohibited from use on patios and balconies and within ten feet (10') of a building. IMPORTANT NOTE: In case of electrical outages, these same items are NEVER to be used to heat a Unit inside or on the patio.

ITEMS NOT ALLOWED ON PATIO/BALCONY

- 7.21 These items are not allowed on Patios/Balconies: furniture (other than patio), exercise equipment (when not in use), brooms/mops/cleaning equipment, trash/boxes, etc., mattresses, sleeping bags, ice chests, toys, balls, skates, roller blades, building materials, tools, work benches (when not in use), towels, clothes, swim wear, sheets, empty pots/saucers, dead plants, sporting equipment (i.e., including but not limited to: fishing, golf, etc.), gardening tools/equipment, pet supplies/bowls/feed bags, etc., trampolines, clothes lines, appliances, and shelving. Any items that, in the opinion of the Board, detract from the visual attractiveness of the Common Elements/Limited Common Elements shall not be allowed.
- 7.22 SEE ATTACHED EXHIBIT "A" – GUIDELINES FOR EXTERIOR REGARDING PLANTS, ETC.
- 7.23 Generators – Manufacturers Guidelines must be strictly adhered to and resident must fill out an Architectural Form for Board Approval. Safety precautions must be followed at all times. See adopted and recorded Policy(s) of the Association concerning generator placement, maintenance, and operation for additional information.

ASSOCIATION RESPONSIBILITY

- 7.24 The Association is responsible for maintaining and repairing: sheetrock in Units (including taping, floating and sanding to a smooth finish), roof, exterior siding and storage room door due to weather rot, brick, foundation, bearing walls and columns, perimeter fence and pool fence, gutters, electrical main breaker, building water cut-off (freeze protection and/or emergency), carports, towing, no parking signage, assigned space, exterior paint, garbage pickup, extermination for termites of exterior and interior of building, landscaping in/of the Common Elements, including trees, shrubs, grass and flowers, sprinkler systems, building insurance and liability in Common Elements, sewer, water supply and water supply lines in Common Elements, lighting in Common Elements, tennis courts, swimming pool, clubhouse, streets, balconies, repair/replacement of water cut-off valve, and utility and electricity in the Common Elements. Bridgewater Landing will only restore to original builder grade up to code.

8.00 COMMUNITY

- 8.01 No Unit may be used in any way that may reasonably be considered annoying to occupants of neighboring Units, may reduce the desirability of the Condominium as a residential community, may endanger the health or safety of other Residents, or may violate any law or any provision of the Governing Documents.
- 8.02 A Resident shall avoid doing or permitting anything to be done that may endanger the life or property of a Resident or a Guest.
- 8.03 Each Resident shall avoid doing or permitting anything that may unreasonably interfere with the television, radio, telephonic or electronic reception in the Condominium.
- 8.04 Residents are entitled to the peaceful enjoyment of their Unit without regard to the time of day or night. Each resident shall exercise reasonable care to avoid making or permitting to be made loud disturbing or objectionable noises or noxious odors that are likely to disturb Residents of other Units. Items such as but not limited to, musical instruments, radios, musical devices, horns, whistles or any noise, including loud or obnoxious behavior, barking dogs, car horns, vehicles with mufflers in need of repair, or vehicles that produce excessive noise, indicating a need of repair, that disturbs a Resident is not permitted.
- 8.05 Pets shall be kept in a manner that does not disturb another Resident's rest or peaceful enjoyment of his Unit or the Common Elements. No pet shall be permitted to bark, howl, whine, screech or make other loud noises for extended or repeated periods of time.
- 8.06 Group gatherings of Guests/Residents on patios, balconies, parking areas or Common Elements will not be permitted if the gathering disturbs nearby Residents inside their Units, at any time of the day or night.
- 8.07 No fireworks are permitted to be discharged within the property boundaries.
- 8.08 The association shall permit two community Garage Sales annually. These Garage Sales will be conducted at a Board approved site and any Resident who wishes to participate may do so. The date will be announced in advance and a committee person will be appointed by the Board. Estate Sales may be held with permission of the Board.
- 8.09 Commercial, Religious, Charitable or Political soliciting from door to door or in the Common Elements is not permitted with the exception of Bridgewater Landing matters posted by or at the direction of the Association.
- 8.10 A disturbing the peace/disorderly conduct offense must be reported to law enforcement by the Resident affected by the offense. Subsequently, Management or a Board Member must be notified by telephone, email or letter for further action.

9.00 ARCHITECTURAL CONTROL

- 9.01 The Common Elements and the Limited Common Elements are Bridgewater Landing Association property. They do not belong to any single Owner or Resident. The ACC Request Form regarding the Common Element Adoption and Common Element Modification is available in the Office and must be submitted for approval before any Unit modification or Common Element Adoption/Variance is done. Unit Modifications must certify that no structural impact to the building will occur. Any planting, alteration or special use, not approved by the Board is subject to fines or other corrective actions. Maintenance of approved flowers/shrubs is the responsibility of the Owner/Resident. In the event the Owner/Resident is not maintaining the area, BWL has the right to remove it.
- 9.02 Contractors hired by Owners to upgrade Unit interiors may park construction trailers, not to exceed 16 feet in length on Bridgewater Landing property. If the Contractor is not working on Saturday or Sunday, the construction trailer should be removed from the property.
- 9.03 No visible outdoor hanging or draping of clothes, bedding, rugs, furniture, draping, sheers, screens of any kind or similar items on front porch, balcony/patio, fences, stair rails or shrubbery is permitted. No burglar bars are permitted without approval from the Board. Air conditioner window units or window fans are NOT permitted.
- 9.04 Visible front porch, patio and balcony landscaping and furniture shall be properly maintained at all times. No rubbish or garbage is permitted to be stored on the front porch, balcony or patio. Firewood may not be stored against siding and must be stacked and stored inside an appealing metal container. Garden hoses must be stored on hose racks.
- 9.05 Holiday decorations must be removed within thirty (30) days after the holiday has passed.
- 9.06 No real estate signs of any kind are permitted in or on the property. No sign of any kind shall be displayed to the public view on or from any unit or Common Elements without the prior written consent of the Board with the exception of State or Federal Election Signs which must be removed no later than 10 days after the election.
- 9.07 Cable wires must be neatly and securely installed on the front or back surface of the building. Wires should be neatly and securely installed along the base of a wall.
- 9.08 Requests for sunshade additions to patios/balconies or windows must be done via the ACC Request form and approved prior to installation. Patio fences or sunshades observed to be in disrepair will be removed by the Association.
- 9.09 Patio screen framing will be removable.

SATELLITE DISHES

- 9.10 Bridgewater Landing does not allow antennas or satellite dishes to be in public view at any time, except as mandated by the Telecommunications Act of 1996 and its various

amendments. The Telecommunication Act allows satellite dishes one meter in size or less to be placed on limited common elements for the exclusive use of the resident, i.e. patios and balconies, and they cannot be attached to the building or railings in any way. Violations of this rule will result in the removal of the device from the common element, and a fine plus repair cost of any damage to the common element will be levied.

FRONT AND BACK DOORS, STORM DOORS, PATIO DOORS, WINDOWS

- 9.12 Front and back doors, Storm doors, Patio and French doors and Windows are the responsibility of the owner and require an Architectural Review form, available in the on-site office, for replacement. The Board may require removal or replacement of a storm door that it determines to be objectionable. Patio doors may be replaced with French Doors with Board approval. Replacement windows are to completely fill the opening of the original windows. Openings are not to be made larger or smaller. Trim on the exterior shall be dark brown and the glass must be sectioned with grids (to match the rest of the windows on property).
- 9.13 An Owner may install window treatments inside his Unit, at his sole expense, provided that any window treatment, including drapes, blinds, shades or shutters must be white or off white when viewed from outside the unit. No prints are allowed. Window coverings must be properly maintained at all times and must be removed or replaced if they become stained, torn, damaged or otherwise unsightly in the opinion of the Board.

10.00 ADMINISTRATION

- 10.01 Vehicles owned by the Association are to be used for Association business exclusively.
- 10.02 All maintenance requests shall be submitted to the Association's Management Company (1) via email at workorders@cmctx.com (or such other email address as may be utilized by the Association for such purposes); or (2) by telephone. **Direct requests and/or verbal requests made to on-site maintenance personnel are NOT allowed (this includes outsourced landscapers and vendors).**
- 10.03 The Association's Public Bulletin Board is a way to communicate with the Residents regarding important Community business. Only the Association Board Members, on-site Property Administrator and the Management Company have the right to post and remove any and all information on the Board.
- 10.04 An Owner who receives mail at any address other than the address of his Unit shall be responsible for maintaining his current mailing address with the Association. Notifications of change of name or change of address should be clearly marked as such and must be submitted to the Association in writing. All notices required to be sent to Owners by the governing documents shall be sent to an Owner's most recent address as shown on the records of the Association. If an Owner fails to provide a forwarding address, the address of that Owner's Unit shall be deemed effective for purposes of delivery.

11.00 ASSESSMENTS

- 11.01 All Owners/Residents will be provided copies of these Rules and Regulations. It is the Owner's/Residents' responsibility to observe the rules stated herein. Owners are responsible for the conduct of their Lessees with regard to the observance of these rules.
- 11.02 Assessments may include maintenance fees, damage charges or special assessments for projects. Interest shall be added to any past due assessment as per the Declaration.
- 11.03 Maintenance fees are due and payable on the first day of each month and if not posted to the Owner's account by the 15th day of each month they will be considered past due and a late fee imposed as per the Declaration.
- 11.04 A past due notice shall be mailed by the 20th day of the month for all past due accounts and water service will be terminated after the last day of the following month if payment is not received.
- 11.05 In the event that the need for maintenance or repair is caused through the willful or negligent act of an Owner/Resident and the cost of maintenance or repair is not covered by the Owners insurance on the Unit or the Common Elements, the cost of such maintenance or repairs when paid by the Association, shall be added to and become a part of the assessment charged to the unit.
- 11.06 Voting privileges, water service (as per 11.04) and use of amenities will be denied to Owners who have unpaid monthly assessments.

12.00 VIOLATIONS

- 12.01 Rule violations may be reported by Management, a Board Member or written notice by a Resident. Anonymous complaints may or may not be considered.
- 12.02 A fine is the monetary penalty imposed for Rule violations. A fine or charge for damage, as designated in due process state below, may be levied for any infraction of the Governing Documents.
- 12.03 Use of amenities will be denied to Residents who have unpaid Association fines.
- 12.04 A Unit Owner in violation of the Governing Documents will be sent a First Notice requesting an immediate correction of the Violation.
- 12.05 If the violation is not corrected immediately, the Unit Owner will be sent a second notice. The second notice will be sent within ten days of the first notice and will advise the Unit Owner that a fine may be imposed if the violation is not corrected. The notice will also state that the owner may request a hearing before the board to contest a fine or damage charge not later than the 30th day after the date of the notice. Subsequent notices will be sent periodically at not more than ten-day intervals. The notices will advise the Owner that at any time a payment plan may be available.

- 12.06 The Third Notice will impose a fine in the amount of \$50.00; the Fourth Notice will impose a fine of \$100.00; the Fifth Notice and each notice thereafter, if sent, will impose a fine of \$200.00.
- 12.07 The exception to the above fines is for Pet Violations where the first fine imposed will be \$100.00. The second fine will be \$200.00 and each notice thereafter, if sent, will impose a fine of \$200.00.
- 12.08 If the violation is not corrected after processing the Fifth Notice, the issue will be discussed at a Board Meeting to determine the next steps.
- 12.09 If the violation is not corrected upon imposing the initial violation fine, the Association will follow through with any remedy available to have the violation corrected. This will include, but not be limited to, empowering an attorney to file a lawsuit against the Owner.
- 12.10 Each violation will be tracked for twelve months. If the same offense reoccurs within twelve (12) months, no opportunity will be given to correct the violation and a fine of \$100.00 will be imposed immediately. After twelve months, the violation will be removed from the list of active violations.
- 12.11 All costs incurred by the Association in enforcing the Governing Documents will be charged to the Owner of the Unit from which the violation occurred.
- 12.12 The foregoing fine and notice schedule is a standard schedule, the amount of the fine and the number of notices may vary in the sole discretion of the board depending on the severity or frequency of the violation or property damage, and its effect on the community.

EXHIBIT "A"

GUIDELINES FOR EXTERIOR

Front:

1. Number of pots on the front porch shall be within reason, as approved by the Board. Pots must not obstruct the walkway for emergency purposes.
2. No hanging plants or objects on front porch or porch railings, no waterfalls, or bird baths.
3. No pots in grassy areas or under trees.
4. No furniture (no tables, benches, or chairs) in flower beds or grassy areas.
5. Approval by Board is required to add tile, astro turf, paint, or any other surface on front porch.
6. No laundry baskets, waste baskets, brooms or mops on front porch.
7. No trellis/lattice work.
8. Only 4 pots in shrub area – cannot extend over into sidewalk, grassy area or under trees.
9. Seasonal yard art acceptable (Christmas, Hanukkah, Easter, 4th of July, Halloween, Thanksgiving, Valentine’s Day, St. Patrick’s Day, etc.).
10. ‘Yard art’ must be presented to the Board and approved by the Board in writing before being put in place. Existing yard art must have written approval and presented to Board as proof.

Back:

1. No furniture (no tables, benches, or chairs) in flower beds or grassy areas.
2. Yard Art objects as approved by the Board in writing.
3. Maximum of four hanging baskets or chimes on back patio (combination).
4. No waste baskets, laundry baskets, brooms, or mops on back patio.
5. APPROVED waterfalls or bird baths must be maintained properly. This means that during mosquito season you are required to keep outdoor vessels free from standing water.
6. No pots on grassy areas or under trees.
7. Townhome: upstairs balcony w/out roof– maximum four pots.
8. Second Floor Flats and townhome balconies w/roof: Balconies allowed four large potted floor plants; and four hanging plants NOT ON OR OVER railings; and eight small potted floor plants.
9. **Nothing can be placed on railings due to safety concerns.**
10. Modification to garden area must be approved in writing by the Board (Hanging plants over railings causes the wood to deteriorate from the water: We limit heavy pots on balconies due to the weight, especially when they are watered).

Sides:

1. No pots, trellis/lattice work in side beds or grassy areas.
2. No furniture (chairs, tables, or benches) or “yard art” in flower beds or grassy area. Lawn furniture subject to Board approval.

Mulch:

1. Only brown mulch allowed in all flower beds (front, back, side).

Other:

1. No trees planted anywhere – must be contained in a pot.
2. No empty pots, buckets, toolboxes, etc.
3. No dead plants.
4. No planting of shrubs, rose bushes, etc. without written approval by the Board. Repeat: Once approved the Owner/Resident becomes responsible to maintain, however, if the planted material is not properly maintained, then BWL has the right to remove it with proper notification to the owner prior to removal
5. Seasonal bedding plants are welcome.

EXHIBIT “B” INSURANCE

1. If you live in the Unit that you own, consider purchasing at least the following protection (of course, consult with your own professional agent to be sure you are getting exactly what you need).
2. Homeowners Insurance covering any part of the interior of your Unit that is not covered by the association policy (the improvements and betterments), plus your personal contents in the Unit. This policy should also provide you with personal liability coverage arising out of the ownership and occupancy of the unit, additional living expenses, and loss assessment coverage. Note: Renters Insurance is for renters, not owners, and it provides coverage for contents and liability only. If you are an owner, renter’s insurance will not provide you the protection you need.
3. Flood Insurance – your Association may purchase flood insurance. Please note that:
 - (a) Condominium Associations can only purchase flood insurance per building, not on individual Units;
 - (b) Townhouse Associations cannot purchase flood insurance on the building for you; you must purchase coverage for your Unit on your own; and
 - (c) if the Association does purchase flood insurance, it will never provide coverage for your personal property or your improvements and betterments—you must purchase this on your own.
4. If you own a Unit but do not live in it (rent it to others), you have the same exposures as Unit owners who live in their Unit; however, you may or may not be able to purchase the same level of personal insurance. Please check with your professional agent and ask them what they have available for you.
5. The Condominium Loss Assessment Endorsement, when added to your HO-CON policy, will pay for your share of any special assessment charged by the Association due to an insurance deductible (up to \$1,000.00 generally – some carriers are now offering up to \$10,000.00) for a loss to collectively owned property. This should cost less than \$20.00 to add to your policy.

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Pages 23
03/31/2022 12:09 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$102.00

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.



Tenesha Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2022-170552