

**FOURTH SUPPLEMENTAL  
NOTICE OF DEDICATORY INSTRUMENTS  
FOR  
OAKS ON KIRKWOOD CONDOMINIUM ASSOCIATION**

---

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

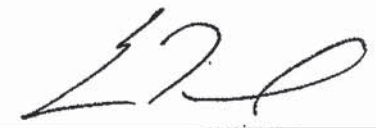
The undersigned, being the authorized representative of Oaks on Kirkwood Condominium Association, a property owners' association as defined in Section 202.001 of the Texas Property Code (the "Association"), hereby supplements the "Notice of Dedicatory Instruments for Oaks on Kirkwood Condominium Association" ("Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on April 20, 2000 under Clerk's File No. U345136, the "First Supplemental Notice of Dedicatory Instruments for Oaks on Kirkwood Condominium Association" recorded in the Official Public Records of Real Property of Harris County, Texas on May 15, 2012 under Clerk's File No. 20120214623, the "Second Supplemental Notice of Dedicatory Instruments for Oaks on Kirkwood Condominium Association" recorded in the Official Public Records of Real Property of Harris County, Texas on October 8, 2013 under Clerk's File No. 20130517225, and the "Third Supplemental Notice of Dedicatory Instruments for Oaks on Kirkwood Condominium Association" recorded in the Official Public Records of Real Property of Harris County, Texas on October 25, 2013 under Clerk's File No. 20130547036, which documents were filed for record for the purpose of complying with Section 202.006 of the Texas Property Code:

1. Additional Dedicatory Instruments. In addition to the Dedicatory Instruments identified in the Notice and the Supplemental Notices, the following document is a Dedicatory Instrument governing the Association:
  - **Second Amended and Restated Rules and Regulations for The Oaks on Kirkwood Condominium Association**

This Fourth Supplemental Notice is being recorded in the Official Public Records of Real Property of Harris County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Fourth Supplemental Notice is true and correct and the document attached to this Fourth Supplemental Notice is the original.

Executed on this 17th day of June, 2016.

OAKS ON KIRKWOOD CONDOMINIUM ASSOCIATION

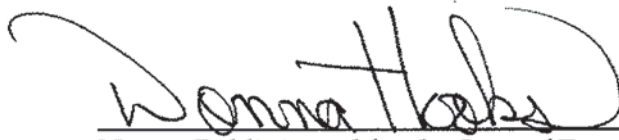
By:   
Eric B. Tonsul, authorized representative

RP-2016-263378

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this day personally appeared Eric B. Tonsul, authorized representative of Oaks on Kirkwood Condominium Association known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 17th day of June, 2016, to certify which witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas



Return to:  
Eric B. Tonsul  
Roberts Markel Weinberg Butler Hailey, P.C.  
2800 Post Oak Blvd., Suite 5777  
Houston, TX 77056

RP-2016-263378

**SECOND AMENDED AND RESTATED RULES AND REGULATIONS FOR  
THE OAKS ON KIRKWOOD CONDOMINIUM ASSOCIATION**

RP-2016-263378

**TABLE OF CONTENTS**

PART I.GENERAL PROVISIONS..... 3

PART II. GENERAL RULES AND REGULATIONS..... 3

PART III. LEASES .....8

PART IV. PARKING.....9

PART V. TOWING ..... 10

PART VI. COLLECTIONS ..... 10

PART VII. PETS ..... 13

PART VIII. ENFORCEMENT ..... 15

PART IX. SCHEDULE OF FINES ..... 15

PART X. MISCELLANEOUS ..... 15

**SECOND AMENDED AND RESTATED RULES AND REGULATIONS  
FOR THE OAKS ON KIRKWOOD CONDOMINIUM ASSOCIATION**

**PART I. GENERAL PROVISIONS**

These Second Amended Rules and Regulations (the "**Rules**") are promulgated and adopted by the Board of Directors (the "**Board**") of The Oaks on Kirkwood Condominium Association, a Texas non-profit corporation (the "**Association**") for The Oaks on Kirkwood, a condominium, effective as of the date these Rules are recorded in the Official Public Records of Real Property of Harris County, Texas. These Rules are promulgated pursuant to the rule-making and rule-enforcement authority of the Board of Directors of the Association.

These Rules are in addition to the provisions of the Condominium Declaration for The Oaks on Kirkwood Condominium Association, a condominium, recorded under Vol. 128, Page 58, et seq. of the Condominium Records of Harris County, Texas, and all amendments and supplements thereto, (the "**Declaration**"), the Articles of Incorporation of The Oaks on Kirkwood Condominium Association (the "**Articles**"), and the Bylaws of The Oaks on Kirkwood Condominium Association (the "**Bylaws**"). In the event of a conflict among statutes and/or documents, the order of governing authority shall be as follows: Texas Uniform Condominium Act (Chapter 82 of the Texas Property Code, as applicable) (highest), Texas Condominium Act (Chapter 81 of the Texas Property Code), the Declaration, the Articles, the Bylaws, then these Rules (lowest). The Board is vested with the authority to promulgate, interpret, enforce, amend, and repeal these Rules.

These Rules replace in their entirety any and all rules and regulations previously adopted by the Board.

Reference is hereby made to the Declaration, the Articles and Bylaws for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, the Articles and the Bylaws, unless otherwise specified in these Rules.

The Declaration, Articles, Bylaws, and these Rules may be referred to collectively herein as the "**Governing Documents**".

Notwithstanding anything contained herein or in the Bylaws to the contrary, any conflict between the provisions of the Bylaws and these Rules related to fines, these Rules shall control over the provisions in the Bylaws.

**PART II. GENERAL RULES AND REGULATIONS**

1. All occupants of Units, guests and invitees fourteen (14) years of age and younger must be under the direct supervision of an adult Owner (or adult lessee of an Owner) or adult member of an Owner's family (or lessee's family) at all times. Each Owner (and lessee of an Owner) shall be responsible for providing such supervision for such occupants, guests and invitees of his Unit and shall be liable for any damage to other Units and/or the General Common Elements caused by all occupants, guests or invitees of such Owner (or lessee of an Owner).

2. No common sidewalks, driveways, entrances, and passageways may be obstructed or used by any Owner or lessee for any purpose other than ingress to and egress from the Units and General Common Elements.
3. No article may be placed on or in any of the General Common Elements except personal property owned by the Association and placed on or in the General Common Elements by the Association.
4. Owners, members of their families, their guests, tenants or lessees may not use sidewalks, driveways, entrances, and passageways as a gathering or recreational area(s).
5. No decoration or article may be placed upon and no work of any kind may be done upon the exterior buildings, walls or the Common Elements by any Owner, resident, or lessee. No changes may be made in or to the Common Elements except with prior written approval of the Board.
6. No Owner, resident, or lessee may install wiring for electrical or telephone installation or for any other purpose, nor may any radio antennae, machines, or air conditioning units be installed on the exterior of the Project or be installed in such a manner that they protrude through the walls, windows or the roof of any Building or are otherwise visible from the ground, except as may be expressly authorized in writing by the Board.
7. Use of any facilities of the Project will be made in such manner as to respect the rights and privileges of other Owners.
8. Owners and occupants must at all times exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises, and in using, playing, or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb Owners, or occupants of other Units. Musical instruments, televisions and other sound devices must be played at all times at a low volume. Bass tones are particularly disturbing and must be maintained at a minimum volume.
9. All trash must be placed in sealed bags or sealed containers. Trash cans and bags shall be kept inside the garage or Unit until pick-up day. Trash may be placed at the designated curbside of each Unit ON TRASH PICK-UP DAY ONLY. At no time shall trash be placed or kept outside a Unit or on a balcony. All common areas shall be kept free of refuse, debris and other unsightly materials. In the event trash is improperly deposited and the Board determines that it must be removed, the Board may cause the trash to be removed, and levy a fine against the Unit and its Owner. Each time the Board must remove improperly deposited trash shall be considered a new and separate violation subject to a fine.
10. Construction materials, solvents, paints, and other toxic waste must be removed from the Project by the Owner or occupant or such Owner's contractor. Such materials shall not be placed in trash receptacles within the Project or deposited into drains within the Project.

11. All cigarette and cigar butts shall be disposed of properly and may not be thrown off of a balcony, out of a patio area or out a window. Any person smoking shall pick up all waste generated thereby and dispose of same in an appropriate manner and to prevent the spread of fire.
12. No Owner may permit or suffer the infestation of the Unit by pests, insects, rodents, or other vermin. Failure to comply with the foregoing, or the failure to report such infestation to the Association as soon as the Owner is aware of same, will render such Owner liable for all costs and expenses incurred in having to eradicate such infestation.
13. The cost of any damage to the General Common Elements or personal property of the Association caused by an Owner, or the Owner's lessees, the children of an Owner or lessee, or their respective guests is the responsibility of the Owner.
14. Owners may not physically change the doors, garage doors, or windows to his Unit without the prior written approval of the Managing Agent or Board. Any replacement doors and windows must be of like kind, quality, color and style to the doors and windows that predominantly exist throughout the Project.
15. All draperies or drapery linings or shutters or blinds visible from the exterior of any Unit must be of a neutral, white or off-white non-glare color. No window may be covered with aluminum foil, paper, a flag, or any other material that is not a proper window covering. No window may be covered with a reflective film or thermal film of any type except such type(s) as are approved in writing by the Board.
16. It is prohibited to hang garments, rugs, or any other items from the windows, balconies or any of the facades of the Buildings. No exterior clotheslines may be erected and outside laundering or drying of any garments is prohibited.
17. Owners are prohibited from placing "for sale", "for rent", or any other signs, advertising or posters in or around the General Common Elements or displaying signs visible to the public in or around any Unit, on car windshields, or any portion of the Project, except for such material as may be permitted by the Board to be displayed by Owners on any General Common Element bulletin board, if any.
18. No power equipment, workshop, or car maintenance of any nature whatsoever is permitted within the Project except with prior written approval of the Board, or except for emergency repairs, but then only as necessary to enable movement of the vehicle to a repair facility. In deciding whether to grant approval, the Board may consider the effect of noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception, and similar objections.
19. A Unit may not be occupied by more persons than the product of the number of bedrooms in the Unit times two (2), unless higher occupancy is mandated by public agencies that enforce compliance with the familial status protection of the Fair Housing Act. As used herein, "occupancy" means occupying a Unit for thirty (30) consecutive days or more, or sixty (60) days or more in any twelve (12) month period. Notwithstanding the provisions in this Rule relating to occupancy, an Owner shall not

have more overnight guests in the Owner's Unit on any given night such that the total number of persons occupying the Unit overnight exceeds the product of the number of bedrooms in the Unit times two (2).

20. No Owner may modify or alter in any way the structure or appearance of any patio or balcony area. All patios and balconies shall at all times be kept in clean and neat condition, free of debris and refuse. Each Owner will take care that the cleaning of the balcony and/or patio does not unreasonably annoy or inconvenience other Owners. In addition, the weight of items such as hanging plants or patio furniture is subject to the Board's approval. Patios and balconies may not be used for storage, nor may any Owner fence in, wire in or in any other way enclose any such area. If an Owner allows the patio or balcony appurtenant to his Unit to become cluttered or unsightly in any manner, the Owner will be given notice of such fact by the Board or Managing Agent and required to correct such condition within ten (10) days of the notice and, if the Owner fails to do so, the Board or Managing Agent may correct such noncompliance (including the removal of any unsightly items) and/or repair or refurbish the patio or balcony at the Owner's expense. The cost incurred by the Board or Managing Agent may be charged to the Owner and payment of the charge shall be secured by the assessment lien created in the Declaration.
21. The use of portable grills, pits and other open-flame cooking devices are prohibited inside Units, on balconies and in patio areas. Portable grills may be used in the pool area (uncovered concrete or grassy areas only) provided that it is in compliance with applicable city and county ordinances and is not within ten (10) feet of the wall or roof of any Building.
22. No glass bottles, or glasses or similar items made of glass are permitted in the pool area.
23. Furniture other than that provided may not be used in the deck area of the pool, nor shall such furniture be removed from said area.
24. Each person who uses the pool area is responsible for the disposal of trash and removal of all articles brought by him, including, but not limited to, food, towels, floats, toys, books, and magazines, at the time that person leaves the pool area.
25. The swimming pool is available for use only during the hours posted in the pool area. THERE IS NO LIFEGUARD ON DUTY AT ANY TIME AT THE POOL. Accordingly, Owners and occupants and the guests of Owners and occupants who use the pool do so at their risk.
26. Customary pool attire must be worn in the pool area and pool. Street clothes, cutoffs, thongs, underwear and nude bathing are not allowed.
27. No foul or abusive language is permitted in the pool area. Except for service pets, pets are not allowed in the pool area at any time.
28. No occupants, guests or invitees of the Units under the age of fourteen (14) shall be permitted to entertain guests in the pool or poolside area unless they and their guests



are under the poolside supervision of a parent, legal guardian or adult Owner of a Unit.

29. The pool area is for the exclusive use of all occupants and their guests, and the occupants are responsible for the conduct of their guests.
30. All persons must comply with the requests of the Board and/or the Managing Agent respecting matters of personal conduct in and about the pool, clubhouse and recreation area.
31. No firearms, including, but not limited to, BB guns, pellet guns, and air guns, are permitted in the General Common Elements.
32. No exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite or other signals of any kind may be affixed or attached to the General Common Element without prior written approval by the Board. The Association, by promulgating this Rule, is not attempting to violate the Telecommunications Act of 1996 ("the 1996 Act"), as same may be amended from time to time, or FCC regulations promulgated pursuant to the 1996 Act. This Rule shall be interpreted to be as restrictive as possible while not violating the 1996 Act or applicable FCC regulations.
33. Owners, residents, occupants, and their respective guests may not access the property by climbing over brick walls, gates, walls or fences.
34. Owners, residents, occupants, and their respective guests may not prop open the pedestrian gate, park gate or pool gates to the General Common Element or amenities.
35. All drivers are required to abide by the posted traffic flow and must exit only through the exit gate on Southlake and enter only through the two entrance gates on S. Kirkwood.
36. Each Owner must endeavor to use his/her Unit, the General Common Elements and the Limited Common Elements in a manner calculated to respect the rights and privileges of other Owners and other persons within the Project. Each Owner will refrain from conduct that may reasonably be expected to inconvenience, embarrass, or offend Owners and other persons within the Project of ordinary sensibilities.
37. Owners will conduct themselves in a civil manner when dealing with the Associations officers, directors, committee members, Managing Agent, employees, contractors, agents, and other Owners. In return, the Owners are due the same courtesy and civility. The following actions are expressly prohibited: (a) verbal abuse; (b) insults and derogatory name-calling; (c) cursing; (d) aggressive or threatening behavior; (e) hostile touching or physical contact; (f) sexual harassment; (g) posting correspondence on the doors of directors and officers; and (h) phone calls that are designed, by their tone, time or frequency to harass or intimidate. No person has the right to abuse another person or their property. The Association or the Board has the right to fine an Owner or Occupant who repeatedly violates this section.

38. Quiet Hours are between the hours of 10:00 p.m. and 6:00 a.m. Owners must refrain from activities that are likely to create a noise disturbance for Owners of adjoining Units. Examples of such activities include the operation of dishwashers, disposals, vacuum cleaners, hammering, musical instruments, and aerobic exercise. During these hours, Owners must also try to modulate their conversations and entertainment equipment to avoid disturbing Owners in adjoining Units.
39. Remodeling, replacement, or construction activity including staging activities and clean-up, is allowed between the hours of 7:00 a.m. and 7:00 p.m. on Mondays through Saturdays only. Contractors are to park in guest parking. Vehicles/equipment/supplies are not to block other Unit Owner's garages or vehicles. All waste must be disposed of properly. Materials and equipment shall not be placed or kept on common area property at any time. All structural changes require Board approval. For any activity in which pounding, drilling, sawing, scraping, or other loud noises exceed two (2) hours in duration, the Unit Owner should provide notice to neighboring Unit Owners as to the time and duration of the activity.
40. Individual garage sales, rummage sales and estate sales within the Project are prohibited. The Board of Directors of the Association may approve a community garage sale and, if so approved, adopt guidelines for the community garage sale, including, without limitation, the duration, the location, and the types of items that may be offered for sale.

### PART III. LEASES

41. Term and Conditions of Lease. Only an entire Unit may be leased. No room in a Unit or other portion less than the entirety of the Unit may be leased. A Unit may not be leased for hotel or transient purposes or for any type of corporate lodging which results in the frequent change of occupants. A Unit may not be leased for a term less than six (6) months. Upon the expiration of a lease, a new lease for a term of at least six (6) months must be executed. A month-to-month lease after the expiration of a six (6) month or longer lease agreement is not compliant with this Rule.
42. Each lease must be in writing, fully executed and subject to the provisions of the Declaration. At least ten (10) days before the commencement of the lease term, the Owner must provide to the Association or Managing Agent (a) a copy of the lease and (b) the name, address, e-mail address, and telephone number of each tenant in a form acceptable to the Association or Managing Agent. As soon as practical after its receipt thereof, the Owner must notify the Association or Managing Agent of any changes in tenant information during the lease term. Lessee(s) shall not be allowed to move into the leased Unit until a fully executed copy has been presented to the Association or Managing Agent.
43. Subject to Governing Documents. The execution of the lease for a Unit or occupancy (for any period of time) subjects a tenant to all pertinent provisions of the Governing Documents to the same extent as if tenant were an Owner; provided that, notwithstanding the foregoing or any provision of the lease between Owner and its tenant, Owner is not relieved of any obligation under the Governing Documents and

remains primarily liable thereunder. The Owner is responsible for providing such Owner's tenant with the Governing Documents and notifying the tenant of any changes. The Association may send notices of violations by a tenant to both the tenant and to the Owner of the Unit occupied by the tenant. Whether or not it is so stated in the lease, a tenant's violation of the Governing Documents is deemed to be a material default of the lease for which Owner has all available remedies at law or equity.

44. Landlord Owners. Owners of tenant-occupied Units are advised to stay informed of and to comply with federal and state laws and local ordinances regulating residential rental properties and relations between landlords and tenants. The Association has no duty to notify Owners about landlord/tenant laws and ordinances.
45. Tenant Communications. Owners must instruct their tenants to channel all communications (including non-emergency repair requests) through the Owner. Owners will further instruct their tenants that the Association does not manage or repair the Unit, and that the tenant should not contact the Association (except as may be required by the Governing Documents or to report emergencies that are within the Association's scope of responsibility pursuant to the Governing Documents).

#### PART IV. PARKING

46. For the purposes of these Rules, the only vehicles that are permitted to be parked within the Project are automobiles, motorcycles, passenger trucks, SUVs, small vans, and similar passenger vehicles (used for personal transportation, not commercially). No commercial vehicles, recreational vehicles, boats, and other watercraft, trailers, stored vehicles, or inoperable vehicles may be parked within the Project. A vehicle is deemed to be a commercial vehicle if it has been adapted or modified for any commercial or business use or it displays any type of commercial or business logo or advertising. Provided that, a normal passenger vehicle or pick-up truck not exceeding one (1) ton in capacity with a commercial logo is permitted so long as that vehicle is used by the occupant of a Unit on a daily basis as his/her means of transportation. A vehicle is deemed to be inoperable if it does not display all required, current permits and licenses, it is on jacks, or it is otherwise not capable of being legally operated on a public street or right-of-way.
47. No vehicle belonging to or operated by an Owner or a member of the Owner's family, or a guest, tenant, lessee, or employee of a Unit Owner shall be parked in such manner as to impede or impair ready access to an entrance to or exit from the Project. Vehicles shall be parked within designated parking areas only and in no event parked within any portion of a fire lane.
48. No vehicle may be abandoned or stored on any part of the Project and no vehicle is permitted to remain in an inoperable condition on any part of the Project. Vehicles without current inspection, current license plates, or current registration are considered abandoned or stored, and may be towed at the vehicle owner's expense. No vehicle may be kept in the Project if the Board determines it to be inoperable or otherwise violates these Rules.

49. Each vehicle must be muffled and must be maintained and operated to minimize noise, odor, and oil emissions. The use of car horns within the Project is discouraged, except for the judicious use of a horn for right of way or emergency. Washing, repairing, restoring or maintaining a vehicle within the Project is prohibited, except for emergency repairs and then only as necessary to enable movement of the vehicle to a repair facility.
50. Due to limited guest parking spaces within the Project, at least one (1) vehicle must be parked in the Owner's garage. STORAGE OF PERSONAL PROPERTY OR OTHER ITEMS IN A GARAGE, WHICH DOES NOT PERMIT VEHICULAR PARKING IS PROHIBITED. All residents must use their garage for parking passenger vehicles. For example, if a resident owns one (1) vehicle, it must be parked in the garage. If a resident owns two (2) vehicles, one (1) vehicle must be parked in the garage. No garage may be converted to any use that prevents the storage of a vehicle. No garage may be converted or used for living or business purposes. Additional vehicles may be parked in guest parking, on a "first come, first serve" basis, provided they are being driven on a regular basis (at least once every 48 hours). Guest parking spaces may not be used for the storage of vehicles. Notice is given that the number of guest parking spaces within the Project is very limited and there are no additional parking spaces for Owners and occupants of Units who have two (2) or more vehicles. Therefore, no Owner or occupant of a Unit is permitted to park more than one (1) vehicle owned or operated by that Owner or occupant or his/her family members in a guest parking space at any given time.
51. Every vehicle must be parked in one (1) parking space in a straight-in manner (not angled or sideways), so that it does not impair vehicle parking in an adjacent parking space. Parking spaces must be used for parking only.
52. Any vehicle that is parked in violation of these Rules may be towed at the vehicle owner's expense.
53. Any vehicle parked within the Project for more than forty-eight (48) hours without being moved shall be considered a stored vehicle and shall be subject to towing at the vehicle owner's expense.

#### PART V. TOWING

54. In the event of a violation of the above parking Rules, the Board has the authority, but not the obligation, to cause an improperly parked vehicle to be towed at the vehicle owner's expense pursuant to the Texas Occupations Code, or successor statute (the "Code").

#### PART VI. COLLECTIONS

55. The Board shall prepare an annual budget for the Association which shall include all of the estimated Common Expenses to manage and administer the Project during the applicable year. The assessment levied by the Association against each Owner in a

given year shall be based upon the budget adopted by the Board for that year and shall be in accordance with the Owner's percentage ownership interest in the Common Elements. The assessment of the Owner of each Unit shall be payable in twelve (12) equal monthly installments. Such payments shall be due and payable in advance on the first day of each month. Charges disputed by an Owner shall be verified by the Association and are considered delinquent until such time as they are paid in full.

56. The Board shall promptly advise all Owners, at the last mailing address provided by each Owner to the Association in writing of the amount of assessment payable by each Owner.
57. An Owner shall not avoid liability or be entitled to a deferral of interest, fines or collection costs with regard to delinquent assessments on the basis of such Owner's failure to receive notice, if such notice was sent via regular mail, or via hand delivery to the most recent address of the Owner according to the records of Association. Each Owner shall have the obligation to notify the Association in writing of any change in address which shall become effective five (5) days after written notice has been received.
58. Any assessment remaining unpaid for ten (10) days after the due date shall bear interest at the rate of ten percent (10%) per annum, or at the maximum rate per annum permitted by applicable law (or such lower rate as the Board may designate from time to time) from the due date until paid. No Owner may waive or otherwise escape liability for the assessments provided for in the Declaration by reason of non-use or abandonment.
59. The Board may cause to be sent one or more of the following notification(s) to delinquent Owners:
  1. PAST DUE NOTICE: In the event that an assessment account balance remains unpaid ten (10) days from the due date, a past due notice may be sent via regular mail to each Owner with a delinquent account setting forth all assessments, interest and other amounts due.
  2. FINAL NOTICE: In the event that an assessment account balance remains unpaid over sixty (60) days from the due date, a final notice may be sent via certified mail to each delinquent Owner. A charge of ten dollars (\$10.00) will be added to each delinquent Owner's account balance for administrative and postage costs. The final notice will set forth the following information and explain the results of failure to pay, including the following information and notices:
    - a. AMOUNTS DUE: All delinquent assessments, interest and other amounts due;
    - b. HEARING: If required by law, the Owner shall be given notice and opportunity for a hearing before the Board. A hearing shall be granted if a written request for a hearing is received by the Association not more than thirty (30) days from the Owner's receipt of the final notice;

- c. COMMON AREA AND VOTING RIGHTS SUSPENSION: Subject to notice and a right to a hearing as may be requested by law and/or the Declaration, the Owner's use of recreational facilities and common properties and/or the Owner's voting rights may be suspended; and
- d. LATE FEES: Late fees in the amount of \$25.00 per month shall be assessed to each Owner's account in the event a monthly assessment is not paid in full by the 10th of the month.
- e. ATTORNEY FEES: An explanation that the delinquent account will be turned over to legal counsel for collection and that the Association will incur reasonable attorney's fees, for which reimbursement from the Owner will be sought.
- f. COLLECTION FEES: Collection fees in the amount of \$25.00 shall be assessed to each Owner's account for each month that an Owner does not pay the assessment in full by the 10th of the month. This collection fee is to cover the additional administrative cost incurred by the Association's Managing Agent.

3. APPLICATION OF PAYMENTS. All payments received shall be applied in the following order:

- a. attorney fees;
- b. interest;
- c. fines;
- d. late charges;
- e. collection fees;
- f. costs;
- g. handling charges and returned check fees incurred by the Association;
- h. any assessment for repairs to any Unit or the General Common Element necessitated by the action of an Owner and/or the Owner's family members, guests, tenants, or invitees;
- i. charges for maintenance service requests by Owners which are not part of the Common Expense of the Association;
- j. special assessments; and
- k. monthly assessments

60. The acceptance of a partial payment on an Owner's account does not constitute a waiver of the Association's right to collect the full outstanding balance due on said Owner's account. An Owner will be charged a cost of \$25.00 dollars for any check that is returned or Automatic Clearing House (ACH) debit that is not paid as a result of non-sufficient funds (NSF). The Board reserves the right to refuse to accept any partial payment or payment that includes limiting instructions-whether recited directly on the form of payment or in any correspondence included therewith. The inclusion of address information that differs from the mailing address information last provided in writing by the Owner to the Association shall not constitute a written indication of new mailing address information.

61. REFERRAL OF ACCOUNT TO ASSOCIATION ATTORNEY. At the sole discretion of the Board, an Owner's account may be referred to the Association's attorney for collection. Upon referral of the account to the Association's attorney, the attorney is authorized to take whatever action is necessary, in consultation with the Board.
62. BANKRUPTCIES. Upon receipt of any notice of a bankruptcy of an Owner, the account shall be turned over to the Association's attorney so that the Association's interests may be protected.
63. WAIVER/MODIFICATION OF POLICY. The Board, in its sole and absolute discretion, may grant a waiver of any provision or otherwise modify any of the procedures contained herein upon a petition of an Owner showing a personal hardship or just cause.
64. REQUIRED ACTION. Nothing contained herein, not otherwise requested by the Declaration shall require the Board to take any of the specific actions contained herein. The Board shall have the right, but not the obligation, to evaluate each delinquency on a case-by-case basis as it, in its best judgment, deems reasonable.
65. All amounts received and credited pursuant to the application of payments set out above, shall be applied first to the oldest debt in each category continuing to be applied until all charges have been satisfied in a category, then moving to the next category and again applying payments to the oldest debt, on so on, until all funds have been applied against amounts owed.

#### PART VII. PETS

66. Each permitted pet must comply with any applicable animal control ordinances and laws. If required by any law, ordinance, government rule or regulation, any such pet(s) must be appropriately vaccinated, to include rabies, and licensed through the appropriate municipal or city department.
67. Permitted house pets are limited to domesticated dogs (gentle in disposition), cats, caged birds, and aquarium fish. Subject to these Rules, an Owner (and a tenant with such Owner's consent) may keep in a Unit up to two (2) permitted pets (other than aquarium fish). The maximum weight of a permitted pet is forty (40) pounds at maturity, excluding a service pet. A permitted pet also includes a specially trained animal that serves as physical aids to a handicapped person, regardless of the animal's size or type. Owners (or tenants) who have a pet restricted by these Rules as of the date these Rules become effective are allowed to keep the pet until the Owner (or tenant) ceases to occupy the Unit that is occupied at the time these Rules become effective or the pet dies or is voluntarily removed from the Unit.
68. No Owner may keep a vicious or exotic animal, trained attack dog, or any other animal reasonably determined by the Board, in its sole discretion, to be a potential threat to the well-being of humans or other animals. No animal or pet may be kept, bred, or

maintained on the Project for any commercial purpose. An animal which is deemed to be a dangerous animal by any governmental authority is prohibited from entering or being kept within the Project. An animal which is deemed by the Board, in its sole discretion, to be vicious and a threat to the well-being of humans and other animals shall be permanently removed from the Project upon the delivery of written notice from the Association to the Owner of the animal.

69. All animals and pets must be leashed at all times when outside a Unit and under the control of a responsible person. No animal or pet may be tethered or tied to a stationary object in a patio, on a balcony or any of the Common Elements.
70. Although permitted pets may be kept in Units that are Owner or tenant occupied, subject to all rules and regulations, pets are not allowed to be kept, kenneled, or stored in any Parking Space, balcony or patio at any time. A permitted pet must be maintained inside the Unit. No Owner may confine a pet to a balcony or patio when the Owner is absent from the Project, and no Owner may use a balcony or patio as a latrine area for a pet. No pet shall be fed in a patio, on a balcony or anywhere else within the Project outside the Unit. No pet shall be bathed in a patio, on a balcony, or anywhere else within the Project outside the Unit. A permitted pet must be kept and maintained in compliance with all applicable ordinances of the City of Houston.
71. Owners are responsible for any property damage, injury, or disturbance such Owner's pet may cause or inflict and must compensate any person injured or otherwise damaged by such Owner's pet. An Owner who keeps a pet at the Project is deemed to indemnify and agrees to hold harmless the Board, the Association, and other Owners and tenants, from any loss, claim, or liability of any kind or character whatever resulting from any action of such Owner's pet or arising by reason of keeping or maintaining the pet within the Project.
72. Owners shall remove, and are responsible for the removal of, their pet's waste from the Project and Common Elements. Free waste disposal bags and pet waste stations are located on the Project to accommodate residents. The Board may levy a fine against a Unit and its Owner each time feces is discovered on the Common Elements and attributed to an animal in the custody or control of such Owner.
73. If an Owner or such Owner's pet violates these Rules, or if a pet creates a nuisance, odor, unreasonable disturbance, the Owner or person having control of the animal may be given a written notice by the Board to correct the problem. After the first written warning, a fine will be levied for each subsequent violation in accordance with the Schedule of Fines set forth in Part IX of these Rules. If violations occur repeatedly, the Owner, upon written notice from the Board, may be required to remove the pet from the Project.
74. Owners who have a handicap which would prevent them from complying with these Rules, may receive a variance from compliance from these Rules issued by the Board.



**PART VIII. ENFORCEMENT**

- 75. Any complaints about violations of these Rules must (a) be made in writing, (b) identify the type of infraction and the date of infraction, and (c) be signed by the person who witnessed the infraction. Complaints about violations must be sent in writing to Ms. Nanette Harms, KRJ Management, 1500 Augusta, Suite 200, Houston, Texas 77057 or any other property manager or management company hereafter engaged by the Association.
- 76. The enforcement of these Rules will be by the Association, acting through the Board or the Board's designee(s).
- 77. The foregoing Rules and Regulations are subject to amendment and to the promulgation of additional Rules and Regulations.

**PART IX. SCHEDULE OF FINES**

- 78. After written notice, a reasonable opportunity to cure the violation, and an opportunity to be heard has been given to the Owner, the Association, acting through the Board, is authorized to impose fines according to the following schedule for violations of any provisions of the Governing Documents.

**FINES FOR VIOLATIONS OF THE GOVERNING DOCUMENTS**

First Violation	\$50.00
Second Violation	\$75.00
Subsequent	\$100.00

- 79. The Board is authorized to impose lesser fines, or no fine at all, for violation of the Governing Documents of the Association, as determined by the Board in its sole and absolute discretion.
- 80. Fines against an Owner will be assessed against the Owner's Unit. The Owner will be responsible for the actions of all residents, guests and invitees of the Owner and any fines against such residents, guests and invitees will be assessed against the Owner's Unit and shall constitute a lien on the Owner's Unit.
- 81. Fines for violations of the Governing Documents shall be in addition to, not in lieu of, all other remedies available to the Association for non-compliance.

**PART X. MISCELLANEOUS**

- 82. **THE ASSOCIATION, ITS DIRECTORS, COMMITTEES, MEMBERS, AGENTS, AND EMPLOYEES, SHALL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROJECT, AND SHALL NOT BE**

RP-2016-263378

HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. EACH OWNER, OCCUPANT, GUESTS, AND INVITEE ON THE PROJECT ASSUMES ALL RISK FOR LOSS OR DAMAGE TO HIS OR HER PERSON, TO HIS OR HER UNIT, TO THE CONTENTS OF HIS OR HER UNIT, AND TO ANY OTHER OF HIS OR HER PROPERTY ON THE PROJECT. THE ASSOCIATION EXPRESSLY DISCLAIMS AND DISAVOWS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY SECURITY SYSTEMS, EQUIPMENT OR MEASURES RECOMMENDED, INSTALLED OR UNDERTAKEN WITHIN THE PROJECT.

83. Each Owner and occupant is responsible for notifying the Association of his or her current mailing address. A notice of a change of address must be in writing and clearly identified as such. All notices required sent to Owners by the Association shall be sent to each Owner's last known mailing address as shown on the records of the Association. If an Owner fails to provide a mailing address to the Association, the address of that Owner's Unit shall be deemed the Owner's mailing address. The submission of a check to the Association which sets forth an alternative address, does not constitute notice of a change in the Owner's or occupant's mailing address.

Approved on this 10 day of June, 2016 by the Board of Directors of The Oaks on Kirkwood Condominium Association.

[This space intentionally left blank]