

**Westbury Square Townhomes**  
**Amended and Restated**  
December, 2012  
**RULES AND REGULATIONS**

An organized and lawful society must have a set of Rules and Regulations with which to govern their own members. The Board of Directors have a duty to distribute and enforce rules and regulations adopted by the Westbury Square Townhomes Association as authorized by the Texas Property Code (Condominium Act and Uniform Condominium Act), the Texas Non-Profit Corporation Act, the Articles of Incorporation, Declaration, and Bylaws.

**ENFORCEMENT OF RULES AND REGULATIONS**

1. The Board may levy fines against an Owner when the Owner or the Owner's tenant violates certain provisions of the Rules and Regulations.
2. All fines shall be initially levied in the amount of \$25.00 unless otherwise stated. Any combination of fines are not to exceed \$500.00 per month.
3. An Owner shall be liable to the Association for violations of the Condominium Declaration, Bylaws, or the Rules and Regulations by the Owner, any occupant of Owner's unit, or the Owner or occupants agents, employees, friends, visitors, family or invitees, and for costs incurred by the Association to obtain compliance, including attorney fees whether or not suit is filed. If an Owner, an occupant of the Owner's unit, or the occupants agents, employees, friends, family or invitees fail to comply with the written request of the Association to cease violating any terms of the Declaration, the Bylaws or the Rules and Regulations, the Association may take legal action against the Owner and such other person or persons, jointly and severally, in order to enforce the Condominium Declaration, Bylaws and Rules and Regulations.
4. An Owner with a levied fine may make a written request to the Board, asking permission to appear for reconsideration of the fine. The Owner should submit the request in writing at least seven (7) days before the next scheduled Board meeting. Such request shall be in writing or signed and dated attachment by delivery of email message, and directed to the Managing Agent. Upon appeal approval, the Owner, and only the fined Owner, may have up to ten (10) minutes to verbally present his/her in a professional manner. In its sole discretion, the Board has the authority to waive or reduce the amount of the fine depending on the circumstances submitted. A notification of the decision will be issued to the Owner within fifteen (15) days of the appeal.
5. Any 3 violations within a 30-day period shall be grounds for legal action.

**FORMATION of a RULES and REGULATIONS REVIEW COMMITTEE**

At the Westbury Square Townhomes Board of Directors' discretion, a Rules and Regulation Review Committee may be established with two or more Board members and/or owners, to review appeals submitted by owners. This committee will review the appeal and issue a recommendation to the WST Board of Directors. The WST Board will then render a decision based on the Westbury Square Townhomes Rules and Regulations document, Westbury Square Townhomes By-Laws, and the recommendation(s) of the Review Committee. Such a committee can be established or dissolved by a majority decision by the WST Board of Directors.

## **VIOLATION NOTICE**

Upon the noting or making of a complaint, the Managing Agent shall provide written notice to the owner and resident of record. Such a notice shall request that the violation(s) involved be corrected/cured no more than ten (10) days from the date of the notice

## **IMPOSITION OF FINES**

The Homeowners' Association, under its Board of Directors, may, at its sole discretion, take action which includes, but is not limited to, fining members of the Association for violation(s) or to correct any violation(s) of the foregoing rules and regulations or any other infringement which, in the opinion of the Board of Directors, would be detrimental to owners, residents, and guests and/or possibly place the Association in a legal liability situation.

Owners who fail to remedy the action/circumstances within 10 days following Notice of Violation, Owner will be initially levied a minimum of \$25.00, to \$250.00, depending on severity of violation. If this same violation is repeated by said homeowner or resident within one year of the first notice date, the fine will be doubled for the second violation. Likewise, a third violation within a 365-day period of the first notice date will render the fine being tripled, and so on.

# Westbury Square Townhomes

## Section 1 LEASING RULES AND ENFORCEMENT THEREOF

1. Tenant Screening: Each Owner is required and shall be solely responsible for reviewing, researching, and determining the character, criminal background, sex-offender background, prior conviction background, prior landlord referrals, and suitability of each prospective tenant or occupant listed in Owner's unit in such manner which is reasonable prudent of landlords in Houston, Harris County, Texas for properties comparable to Westbury Square Townhomes at the time such least application is made into (the "Tenant Screening") herein.
2. In the event that any owner fails or refuses to perform a tenant screening, in addition to the remedies of the Association as set forth in items five, six, seven and eight below, such owner shall be liable to any party whomsoever suffers any damage or injury resulting from the acts of any such tenant/occupant which would have been reasonably foreseeable had the owner performed such review and research as to such matters and such matters disclosed information which a reasonable and prudent landlord in Houston, Harris County, Texas leasing similar property would have considered unfavorable and grounds for rejection of lease approval.
3. Further, in the event the tenant screening discloses matters which a reasonable and prudent landlord in Houston, Harris County, Texas leasing similar property would have unfavorable and grounds for rejection of lease approval, and such owner elects to lease to such tenant/occupant notwithstanding same, then said owner shall be liable to any party whomsoever suffers any damage or injury resulting from the acts of any such tenant/occupant which would have been reasonably foreseeable given the matters disclosed by such review and research.
4. The Association, the Board of Directors, the Officers, and the agents of the Association shall have no obligation to independently review, research, and/or determine the character, criminal background, sex offender background, prior conviction background, prior landlord referrals, and/or suitability of any prospective tenant/occupant of any unit in the property.
5. Responsibility for Tenant Conduct: Each owner shall be responsible for, and shall pay for damage to the common elements or any unit caused by the negligence or willful misconduct of the owner's tenant, any other occupant of the owner's unit, or the tenant/occupant's family, guests, employees, contractors, agents, or invitees, and for costs incurred by the Association to obtain compliance, including attorney fees, whether or not suit is filed.
6. Names of Tenants, Copies of Leases, and Compliance with Screening Requirements: Not later than the fifteenth (15) day after the date the lease commences, the unit owner shall provide the Association with the following:
  - a. A copy of the fully completed and executed lease (information deemed personal, such as social security numbers, business terms, rent amount, etc., may be redacted.)
  - b. As required by Section 82.114(e)(3) of the Texas Uniform Condominium Act, if not shown in the copy of the lease delivered pursuant to item (a) above, the name, address, and telephone number, (home or cellular), for each and every person occupying the unit as a tenant/occupant under lease; and
  - c. As required by Section 82. 114(e)(4) of the Texas Uniform Condominium Act, if not shown in the copy of the lease delivered pursuant to item (a) above, the name, address, and telephone phone number, (home, office, or cellular), for any person managing the unit as agent of the unit owner.

**Owners who fail to comply to one or all of the above terms as set forth in Section 6 will be fined \$150.00 per month until all such documents are received by Managing Agent.**

7. Terms and Provisions: Every lease of a condominium unit shall be subject to the following terms and provisions:
  - a. All leases shall be in writing.
  - b. No lease shall be for transient, corporate relocation, temporary housing or hotel purposes.
  - c. No lease shall cover less than the entire condominium unit.
  - d. No lease may be less than a 12-month period.
  - e. Sub-leasing of unit is prohibited.
  - f. Unless unit is occupied by owner, or unit remains vacant, Association considers such unit leased and requires documentation thereof.
  - g. Family member leases shall be rendered to Association in similar fashion to rent-based lease.
  - h. All non-owners residing in unit, even if co-living with Owner, shall be documented by way of lease if funds are provided for such residency.
8. These Leasing Rules shall replace and supersede all prior or understood Leasing Rules.
9. If a tenant, occupant or any person affiliated to leased unit violates any restrictive covenant, term, or condition contained in the Declaration, By-Laws, Rules and Regulations, such default shall constitute a default under the lease, and the Owner of the unit shall, within ten (10) days following a written demand from the Association, declare the lease in default and commence forcible entry and eviction proceedings against the tenant/occupant.

## **Section 2 UNIT**

1. Occupancy Restrictions:
  - a. Only two (2) residents shall be allowed to live in a one (1) bedroom condominium unit.
  - b. Only three (3) residents shall be allowed to live in a two (2) bedroom condominium unit.
  - c. Only four (4) residents shall be allowed to live in a three (3) bedroom condominium unit.

For purposes of this rule, the Association defines a resident as a person who remains on and/or resides at the property for more than twenty (20) days. Any unit found to be in violation of the above unit occupancy rule will be subject to fine and/or eviction at the cost of the owner.

2. Insurance: All Owners are required to obtain and maintain general liability insurance in accordance with the provisions of the Declaration. Damage to personal items is the responsibility of the owners. The Association's insurance deductible shall be handled in accordance with the Association's insurance deductible resolution.
3. Notice of Sale: Owners or purchasers shall notify the Association in writing of the sale of any condominium unit within ten (10) days of the date of conveyance with either the top portion of the closing statement or a copy of the deed and shall provide the purchaser's mailing address (if different from the condominium address). The top portion of the closing statement or a copy of the deed is required to transfer ownership.
4. Change of Address: In the event an owner relocates, moves, or changes his/her mailing address, it is the owner's responsibility to notify the Association in writing of the new address within ten (10) days of the relocating. All such notices should be submitted to the Association's managing agent in writing.
5. Electric Service: All occupied units must have electrical service provided by the Association by the authorized provider. The use of generators, candles, or other open fire as a substitute for electricity is not acceptable. If the electrical service is interrupted due to non-payment of electrical charges, the Owner will have twenty-four (24) hours to restore the service before fines will be assessed in accordance with the enforcement provision set forth herein. (See Imposition of Fines). A fine of (seventy-five dollars (\$75.00) per week will be assessed until the power is restored or the unit is vacated. Temporary use of generators may be permitted at the discretion of the Board in extreme circumstances due to natural disasters such as power outages caused by a hurricane.

### **Section 3 CHANGES OR ALTERATIONS TO UNIT**

1. Unit Repairs: Owners are responsible for establishing an emergency procedure for repairing items which are the Owner's responsibility as outlined in Declaration, Bylaws and Rules and Regulations. Owners should have contact information for vendors to call in the event of an emergency. Owners are responsible for timely repair of all items which are the responsibility of the owner. In the event that the repair item is damaging another unit or general common/limited common elements, the Association has the right to make such repair and bill the Owner for the repair.
2. Interruption of Water Service to Make a Repair: Owners are responsible for immediately repairing any item that is damaged while making a repair. The managing agent must be notified in advance and must approve any emergency interruption in water service at least 72 hours prior to the interruption of the water service. Non-emergency repairs must be scheduled Monday through Friday between the hours of 10:00 a.m. and 2:00 p.m. and approved in advance by the managing agent. A licensed, bonded, and insured plumber must be used to interrupt service to the hot water lines. Failure to notify and obtain the prior approval of the Association and/or its managing agent prior to interrupting the service will result in a fine. The Owner shall be responsible for the cost to repair any damage caused to the boilers or pipes due to an Owner's interruption of service, whether emergency or scheduled, and such costs shall be levied as an assessment against the owner's unit.

### **Section 4 GENERAL UNIT MAINTENANCE**

1. Unless specifically otherwise provided by this document, no changes, modifications or alterations of any kind shall be initiated on exterior building walls, roofs, or on any common element by any Owner without the prior written approval of the Board of Directors. Such work might be, but not limited to, electrical, television, computer wiring, antennas, satellite dishes, machines, or air conditioners. No installations may be made in such a way that it protrudes the walls or roof of the condominium unit.
2. Owners may have non-reflective storm doors and storm windows professionally installed, at their expense, after written submission and approval of an ACC request.
3. Window Coverings: Acceptable window coverings are mini-blinds, vertical blinds, draperies, shutters, and curtains that are in *good condition*. No other window coverings are permitted. Newspaper, aluminum foil, blankets, sheets, and other non-traditional materials are strictly prohibited. All window coverings must have a white or beige color appearing on the exterior of the unit. If shutters are used, they must be either blonde, a natural wood color, white or beige. If an owner wishes a variation, such as professionally installed non-reflective window tinting or a color variation, an ACC request must be submitted and approved in writing by the Board of Directors in accordance with the ACC Guidelines.
4. Trash left out outside is subject to a daily fine, unless staged during allowable trash portering time slots.
5. Destruction or theft of Association property will result in fines and/or prosecuted. The fine may also include reimbursement to the Association for any and all reasonable costs incurred by the Association to remedy the situation.
6. Owners are responsible for the maintenance of individual heat/ac units and filters.

## **Section 6 ENTRYWAYS, WALKWAYS, HALLS, CORRIDORS, PATHS**

1. An ACC application shall be submitted to request any variations of the following guidelines. Such application should be as descriptive, clear and precise as possible to allow Board best understanding; specify the location of the item placement and a description with details, photos, sketch, etc. Submit to the Board of Directors, dated, in writing via email attachment, fax or post through managing agent. Within thirty (30) days of receipt, the Board will make comments, suggestions question or approve/deny such requests, in writing. Owner progress prior to ACC authorization will result in denial of request and may lead to fines and expenses to cure.
2. Entryways, walkways, halls, corridors, sidewalks and paths are part of the Association's common elements and shall not be treated as private or neighborly communal. Placing, staging, standing, displaying or storing personal articles such as potted plants, plant stands, baskets, outdoor decorations, chimes, furniture, shelving, signs, statues, birdbaths, bird feeders, lighting, ashtrays, or any other non-Association owned property is restricted to the below guidelines. Violation of such will result in fines and expense to cure.

### A. Units 101 through 136

- Potted plants and/or personal goods may be staged no more than 2 feet deep from wall to walkway.
- Potted plants and/or personal goods shall be staged on the unit side only, and shall not be placed next to adjacent or opposing area.
- Plants or decorations shall not exceed 2 feet outward at the widest point or arch of limb.
- Plants shall not exceed 5 feet in height. All other items other than plants shall not exceed 3 feet in height.
- Plants may not be fruit or vegetable bearing.
- Owner shall be responsible to remove dropped leaves, flowers, petals, buds, etc.
- Water run-off or signs of concrete wear are the responsibility of owner and shall be maintained in proper condition.
- Genuine outdoor furniture sets made of metal, wood, or recycled plastic may be staged not to exceed 3 feet deep from wall to walkway. Maximum of 2 chairs and 1 small table permitted per unit.
- When using furniture, owner shall remain seating in said 3 feet designation to allow non-intimidating clearance to passerby.
- Plants and/or furniture shall not exceed length of unit.

### B. Units 200 through 236

- No plants, personal articles or decorations are permitted for storing, staging, placement or hanging due to ingress/egress regulations as stipulated by International Building Code 1024.5.1 and enforced by the City of Houston when total walkway width is or less than 3.5 feet.
- If width of walkway is greater than 3.5 feet, owner may follow the strict guidelines set forth in 7.A with the following modifications:

- I. Even in limited width pathways, under no circumstances shall personal articles such as potted plants, plant stands, baskets, outdoor decorations, chimes, furniture, shelving, signs, statues, birdbaths, bird feeders, lighting, ashtrays, or any other non-Association owned property be staged in a manner which does not allow 3.5 feet of clear pathway.

C. Units 300 through 309; 400 through 553 (Townhome-Style Condominiums)

- o Additions to common areas surrounding unit shall be requested via ACC application and followed by guidelines set forth in Section 6.1.
- o Personal articles such as potted plants, plant stands, baskets, outdoor decorations, chimes, furniture, shelving, signs, statues, birdbaths, bird feeders, lighting, ashtrays, or any other non-Association owned property shall be staged in a manner that allows a clear sidewalk pathway.
- o Plants or personal goods shall not exceed length of unit.

D. Units 310 through 329

- o No plants, personal articles or decorations are permitted for storing, staging, placement or hanging due to ingress/egress regulations as stipulated by International Building Code 1024.5.1 and enforced by the City of Houston when total walkway width is or less than 3.5 feet.
  - o Plants shall not exceed 5 feet in height. All other items other than plants shall not exceed 3 feet in height.
  - o Plants may not be fruit or vegetable bearing.
  - o Owner shall be responsible to remove dropped leaves, flowers, petals, buds, etc.
  - o Water run-off or signs of concrete wear are the responsibility of owner and shall be maintained in proper condition.
  - o Genuine outdoor furniture sets made of metal, wood, or recycled plastic may be staged. When using furniture, owner shall remain placement in said designation to allow non-intimidating clearance to passerby.
  - o Plants goods and/or furniture shall not exceed length of unit.
3. Items placed, staged, standing, displayed or stored in a manner other than within guidelines #2 A-D are considered in violation and are deemed property of the Association by way of abandonment.
  4. Redundant congregation in the Association's entryways, walkways, halls, corridors or paths is prohibited and shall be considered a nuisance.
  5. Placing, staging, standing, displaying or storing personal articles such as potted plants, plant stands, baskets, outdoor decorations, chimes, furniture, shelving, signs, statues, birdbaths, bird feeders, lighting, ashtrays, or any other non-Association owned property while touching, wrapped, tied to, grown over, hanging, or propped to common elements such as banisters, railings, roofs, ceilings, gutters, trees, fences, etc is prohibited.



6. Stair steps, landings and handrails are to be kept free and clear.
7. Electrical boxes, panels, meters or anything else pertaining to the operation of the Association shall be kept free and clear.
8. Areas un-kept or deemed as a breeding area for roaches, insects, rodents, cats or other pests will be considered a nuisance and a health hazard at which time owner shall remove goods in whole.
9. At the discretion of the ACC Committee and/or Board of Directors, owner may be asked to remove or modify personal articles such as potted plants, plant stands, baskets, outdoor decorations, chimes, furniture, shelving, signs, statues, birdbaths, bird feeders, lighting, ashtrays, or any other non-Association owned property as outlined in Section 2 A-D.

**Section 7 GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS:**

1. Personal articles such as laundry, rugs, mops, brooms, trash cans, boxes, ice chests, household furniture, appliances, ashtrays, bicycles, motorcycles, barbeque grills, wind socks, banners, traditional seed bird feeders, bird houses, and bird baths, rain gages, thermometers, and ashtrays are strictly prohibited. The display of American flags may be approved by application. Banners, flags, windsocks may be displayed in the fenced patio areas provided they are not visible above the fences.
2. Barbeque pits, smokers or grills are not to be used or stored in the general common elements. Such are permitted in fenced patio areas in accordance with City of Houston Fire Code. The barbeque pits permanently installed in the pool area are available for use by the owners and residents of Westbury Square.
3. Use of General and Limited Common Elements: Individual garage, carport, and/or yard sales are not allowed at Westbury Square Townhomes. An annual sale by the Association may be held as designated by the Board of Directors. The guidelines for the sale are to be established by the Board.
4. Vandalism: Any damage to the general common elements or limited common elements by an owner, their guests, tenants, agents, employees, representatives, or any other parties on Association property under the authority of an owner, shall be repaired at the sole expense of the owner. If the owner fails to repair such damage, the Association may, but shall not be required to; complete the repair work and the cost of the repairs shall be levied as an assessment against the owner's unit.  
  
Tampering with gates, locks, cables or boxes, electric meters, electric boxes or any form of vandalism will result in a fine plus the cost of repairing the vandalized, damaged, or destroyed item. Owners are responsible for the actions of their contractors, tenants, guests, agents, representative, guests and invitees.
5. Consumption of alcoholic beverages is prohibited in the general common elements. Alcohol consumption is permitted in the pool area if held in a non-glass container. Individuals displaying evidence of public intoxication are subject to arrest by law enforcement.
6. Owners, residents, tenants, guests, agents, representatives, and other persons associated with owner on Association property shall not use sidewalks, driveways, parking lots, hallways, courtyards, passageways, stairways, and any other general common elements or limited common elements as play or group congregation areas for children or adults, with the exception of the pool area which has its own posted rules. Additional prohibited activities include, but are not limited to

skateboarding, roller skating, in-line skating, riding mopeds, riding motorcycles, riding bicycles, riding tricycles, riding unicycles, and the like in the general common elements. Owners, their tenants, guest and invitees shall be solely responsible for any and all damage resulting in the conduct of such prohibited activities in the general common elements.

7. Owners are not allowed to post For Sale, For Rent, For Lease, or any other advertisement signs on the property except on the community bulletin boards. A standard business card may be placed in the front window or door of any condominium unit to assist owners who wish to sell or lease their property at Westbury Square Townhomes. The sales price may not be listed on the sign.

- a. The foregoing prohibition as to signs is not applicable to political signs as set forth herein. The display of political signs shall be permitted in accordance with Section 202.009 of the Texas Property Code as it currently exists or as same may be amended or modified. The display of political signs advertising a candidate or ballot item for election may be displayed for ninety (90) days before an election or ten (10) days after an election. Political signs cannot be displayed or placed in the Common Elements. Only one (1) sign for each candidate or ballot item is allowed. Political signs that contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component are prohibited. Political signs that are attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object are prohibited. The painting of political signs on an architectural surface is prohibited. Political signs that threaten public health or safety are prohibited. Political signs larger than four feet by six feet are prohibited. Political signs that violate the law are prohibited. Political signs that contain language, graphics, or any display that would be offensive to the ordinary person are prohibited. Political signs accompanied by music or other sounds or by streamers or is otherwise distracting to motorists are prohibited.

8. Community Bulletin Boards: Community bulletin boards are located at each of the four (4) mailbox areas. Notices from owners may be placed on these boards for one month using small thumb tacks. Notices may be no larger than 3 inches by 5 inches. Owners must send the Association's managing agent a copy of any item to be posted for approval. Once it is stamped and dated it can be placed on any bulletin board. Expired or unapproved items will be removed and discarded.

9. Trash Collection: The Association provides trash collections and/or valet service at the property. Owners and residents may place only household/kitchen garbage out for collection no earlier than 5:00 a.m. on collection days. All household and kitchen garbage must be in a securely closed plastic bag or box. The days and time that the trash collection is available will depend on the contractual agreement with the trash collection company and is subject to change. Contact the Association's managing agent for the current trash schedule. No trash will be picked up from within the townhouse courtyard areas. However, pool-side and courtyard side condominium unit area residents may be allowed to place their household and kitchen garbage at their front door for collection or in the common trash receptacles depending on the contractual agreement with the trash collection company. Pool and courtyard side single bedroom unit owners will be notified in writing of any policy changes. An initial \$50.00 fine is a result for any violation to the trash collection policy and will double and triple as set forth within our rules.

- a. Trash Bins: Trash deposited in the bins are to be in a securely closed plastic bag or box. The lids must close completely in order to add your trash to the bin. No trash should ever be set on top of the closed trash lids or set on or around the trash bins. Unsecured liquids are prohibited.

- b. Heavy Trash: Owners and residents are responsible for their own heavy trash

collection. No heavy trash items, such as major appliances, construction debris, furniture, or exercise equipment, may be placed outside of the unit or discarded on the general common elements or limited common elements of the Association. Any items found outside a unit or on the general common elements or the limited common elements will be immediately removed from the property and the cost of the removal will be levied as an assessment against the owner of the unit that discarded the item.

Owners and residents may use a heavy trash collection company of their choice for removal of heavy trash items. However, no large garbage trucks are allowed in any parking area. If the collection company uses a large truck, the owner may be subject to a fine and the owner shall be responsible for any damages to the parking area and/or the general common elements or limited common elements.

Westbury Square takes pride in the mature landscaping throughout the community, and appreciates the unique contributions made over the years by both homeowners and residents.

10. The gardens, lawn, beds, planter pots and landscaped spaces outside your home or fenced patio is common area, and shall not be altered or modified without written approval by the Architectural Committee. Please reference the Westbury Square Townhome Condominium Association Rules and Regulations adopted on 25 April, 2011 Section General Common Elements and Limited Common Elements, subsection 8<sup>th</sup> line, and Changes or Additions to Property.

### **Section 8 PETS**

1. All pets and their owners are subject to all city, county, and other local ordinances. Livestock, snakes, or other exotic animals and "wild" animals as defined in the Houston City Code are specifically prohibited. To report a problem, call Animal Control at 713-547-9400. No livestock or poultry of any kind shall be raised, commercially bred, kept, maintained, or harbored in any condominium unit or anywhere on Association property. The Association makes the exceptions for fish in appropriate aquatic tanks and not more than two (2) dogs, or two (2) cats, or two (2) birds or a combination thereof per unit.  
Owners and residents with other types of household pets must notify the Board of Directors in writing as to the type of pet to be housed. The Board of Directors reserves the right to refuse any pet that it deems to be potentially harmful to other residents of the property, such as, but not limited to vicious dogs. The Board of Directors will review written complaints from other owners and residents concerning pets. If the Board of Directors, after such review, deems the pet to be harmful or potentially harmful, or a disturbance to other residents, the Board of Directors may require the pet owner to remove the pet from Association property. Such determination with regard to the harmful or dangerous nature of an animal, as well as a disturbance or a nuisance, shall be made at the sole discretion of the Board of Directors.
2. All pets currently on the property as of the date these Rules and Regulations are recorded are hereby "grandfathered" and will be allowed to remain on the property without penalty until the pet dies or is otherwise permanently removed from the unit for whatever reason. However, the pet owner shall not replace the pet unless it is in compliance with these rules. New pets coming onto the property after the effective date of these rules must comply with the requirements of these rules.
  - a. All pets must not exceed thirty-five (35) pounds in weight or must not be more than eighteen (18) inches at the shoulder level at full maturity and must be controlled by the owner at all times.
  - b. All pets must be on a leash and in the owners' control when outside the condominium unit.

c. All pets must be walked off the property and not on the interior of the property or any landscaped area of the property. If the dog has an accident on the property, the pet owner must pick up the waste and dispose of it appropriately.

d. All pets must wear a collar with a current City of Houston license tag, rabies vaccination tag, a mandatory Westbury Square Townhomes tag, and any other identification tag as required by city ordinance. Owners and residents who allow their pets to run loose on the property are subject to a fine, and the loose pet is subject to being picked up by the Association or their designated representative, such as the City of Houston Department of Animal Control, or the S.P.C.A. for immediate removal from the property without any notice to the owner or resident for not abiding by these rules. Owners and residents are fully responsible for the care of their pets.

e. No pet food, pet dishes, or other pet materials of any kind are to be placed outside of a condominium unit. Owners and residents may not feed their personal pets or stray animals in the common elements at any time.

f. No dog or other pet shall be left tethered (attended or otherwise) to a stake, post, building, fixture, structure, furniture, or a general common elements or limited common element or object for any reason whatsoever. Pets may not be left unattended in a patio or on balcony areas.

### **Section 9 SWIMMING POOL RULES and REGULATIONS**

1. The swimming pool area is open seven (7) days a week from 9:00 a.m. until 10:00 p.m. on Sunday through Thursday and 9:00 a.m. until 11:00 p.m. on Friday through Saturday. The use of the pool facilities will be contingent upon owners and residents maintaining the noise at low levels at all time so as not to disturb other residents. Any member of the Board or representative of the Association's managing agent has sole discretion to determine what is considered an unacceptable noise level and their decision is final.

2. The Association is not responsible for damage, loss, or theft of any article brought to or left at the pool area. The Association reserves the right to close the pool at any time.

3. Any violation of the swimming pool rules and regulations by any owner, resident, tenant, guest or any other person in the pool area under the authority of an owner, or a resident, will result it possible restriction from use of the pool facilities.

a. No loud music or noise is allowed. Portable battery powered equipment is acceptable only when played low enough so as not to disturb other residents. The use of headphones is recommended.

b. The pool entrance and exit gates must be kept closed at all times. Any owner or resident found tampering with and/or propping open a pool gate will be fined and may be banned from the pool area.

c. A maximum of two (2) children under the age of eighteen (18) years of age from any one condominium unit are allowed in the pool area at a time. A resident or owner over the age of eighteen (18) years of age must accompany and remain with all children in the pool area at all times to supervise their conduct and safety. Unsupervised children will be asked to leave the pool area.

d. No owner or resident may have more than four (4) guests in the pool area at any one time without prior written permission from the Association. Owners and residents

must accompany and remain with all guests in the pool area. No pool parties, gatherings, or celebrations are allowed in the pool area without prior consent from the Board of Directors

e. No diving into or running around the pool, horseplay, or unsanitary actions are allowed in the pools area. No pets or animals of any kind are allowed in the pool area. f.

f. No tampering with safety equipment including, but not limited to, the pool lights and the pool phone is allowed.

g. No glass of any kind is allowed in or near the pool area. Owners and residents are responsible for removing their trash from the pool area. Intoxicated and/or belligerent individuals are subject to arrest by law enforcement officials.

### **Section 10 ELECTRIC METERS**

Tampering with the meters is strictly prohibited. Units with electric meters must allow access for the meter reader, repairman, or maintenance personnel. All owners and residents whose meters are located inside another owner's gated area must be provided a key to access the meter in the event of an emergency. All electricians who render repairs must be licensed, bonded, and insured.

### **Section 11 NUISANCES and DISTURBANCES**

Owners/residents shall 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, televisions, amplifiers, and any other noise-making devices or instruments in such a manner as which may disturb other residents. Determinations with regard to nuisances and disturbances shall be based on the current City of Houston Ordinance.

### **Section 12 VEHICLES AND PARKING**

Parking spaces are not to be used for storage of vehicles, boats, campers, trailers, or storage units. Any of these items found located in authorized parking spaces are subject to removal at the owner's expense. Any vehicle not parked in a clearly marked and authorized parking space is subject to being towed from the property at the owner's expense. All motorized vehicles must be parked in authorized parking spaces only and double parking in a single space is not allowed at any time.

#### **Violations:**

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

a. Condition of Vehicle: All vehicles parked on the property must be in good working and operating condition and must contain/display the following: a valid license plate, a valid registration sticker, a valid state inspection sticker, or any permit or license as required by the State of Texas.

b. Resident Parking Permits: All owners and tenants that live on the property must obtain permits. Vehicles that enter through the gates must have a parking permit sticker. The parking permit must be displayed and visible in the lower corner of the back window on the driver's side. All drivers with associated vehicle shall be logged through managing agent.

c. One-bedroom units are granted one parking permit. Two-bedroom units are granted two permits. Three-bedroom units are granted two permits. Individual driver and vehicle information must be provided to receive a permit.

**Limited Space Parking: unit owner may apply for an additional permit, based on first come, first serve. \*\*This is not a unit owned space. Once occupant vacates unit, space immediately becomes available to next person on waiting list.**

d. Parking permits may be obtained from the Association's managing agent during regular business hours. Any vehicle parked in any space behind the gates must have the vehicle registered with the property management company to avoid tow.

### **Section 13 GUEST PARKING**

1. Parallel parking on Chimney Rock Drive: The parallel parking or guest parking located in the front drive at 11540-11550 Chimney Rock is for guests only. No owners or tenants are allowed to park in the guest parking spaces. Any resident or owner vehicle parked in this drive is subject to being towed at the owner's expense. Guests may park in one of these designated guest parking spaces from 6 A.M. to 12 Midnight. After midnight, all vehicles will be towed without notice.
2. Guest parking Within the Gated Areas: All vehicles must be in compliance with the Condition of Vehicle rule as described above in 8.1. Guest parking less than 7 days do NOT need a hangtag or permit. Guest parking is not to exceed 20 days. Guest Handicap parking are for guest only with valid handicap identification.
  - A. Guest Parking in your assigned location: Guest parking less than 7 days do not need a temporary hang tag if the vehicle is parked in your assigned location. A Guest parking tag must be displayed from the rear view mirror of the vehicle if the guest is parked for more than 7 days and less than 20 consecutive nights. If more than 20 days is needed, you will need to contact the managing agent for a temporary hang tag .
  - B. Designated Guest Parking in the general "guest parking" locations: Guest parking less than 7 days do not need a temporary hang tag if the vehicle is in the general "guest parking" locations. If your guest plan to stay longer than 7 consecutive nights/days, but less than 20 days, a temporary tag is need to avoid towing at their expense. Temporary tags are given to owners or tenants once the appropriate form is given to the property management company. No registered owner or tenants are allowed to park in the general "guest parking" locations. All towing expenses are paid by the vehicle owner.
3. Vehicle Repair or Cleaning: No vehicle repairs or maintenance are allowed on the property, including but not limited to oil changes and transmission work. Minor repairs (such as changing a flat tire or jump starting a battery) are allowed as long as the repair does not take more than one (1) hour. All tools, parts, and debris associated with the repair must be stored or properly disposed of immediately after the repair is completed. No vehicle may be washed on Association property.