

HEARTHWOOD II HOMEOWNERS ASSOCIATION, INC.

2834 South Bartell Street
Houston, TX 77054

RULES AND REGULATIONS

These Rules and Regulations of Hearthwood II Homeowners Association (the "Association") amend, restate and replace in their entirety any and all previously adopted rules and regulations of the Association. These Rules and Regulations are effective as of January 1, 2021.

1. COMMON AREAS

- A. **Accessibility for Emergency Personnel.** All hallways, walkways, stairwells, and landings must be easily accessible by emergency personnel in full gear at all times. No personal property may be stored on stairwells, landings, or common area.
- B. **Thrown Objects.** It is expressly forbidden to throw or intentionally drop anything from a balcony or any elevated surface. Cigar and Cigarette butts are included (see Fire Safety). In view of the potential danger and serious nature of such violation, the resident (or unit owner) will be subject to a fine (see Fine Schedule). In addition, the resident (or unit owner) will also be financially responsible for replacement or complete repairs should any damages occur.
- C. **Littering.** No littering of any kind. Residents using amenities are responsible for cleaning up after use. This includes pool areas, barbecue pits, and trash collection sites. Paint & cleanup matter must never be left visible in grass, flowerbeds, landscaped gardens, or on drain grids, sidewalks, or parking lots. Used charcoal or any other waste shall not be dumped onto the ground or in any flowerbed or garden area. All trash including cigarette butts must be disposed of properly.
- D. **Outdoor Decorations and Plants.** Residents are not to decorate or place any objects on hallways, walkways, stairwells, landings, ceilings, walls or floors in any common area which are not in accordance with these Rules and Regulations:
- E. **Bicycles:** Residents are not allowed to store bicycles in common areas or stairwells.

Guidelines for permissible items follow:

- (a) Decorative items such as doormats must be designed for outside use and must blend harmoniously with the architectural style and general appearance of the property.
- (b) They must be maintained and kept in a neat and attractive condition.
- (c) The color(s) of any permissible item(s) should blend harmoniously with the property and shall not be bright or prominent from a distance so as not to detract from the general appearance of the property.
- (d) Potted plants must be kept in decorative containers such as ceramic, porcelain, clay, or a quality-plastic. The containers must also have matching drain pans to prevent water from spilling onto the common areas and courtyards below. No water overflow onto common areas is allowed.
- (e) Handrail planters and flower boxes must be of a design that prevents water from spilling onto the common areas and courtyards below. They must also be securely attached to the railings.
- (f) All plants must be properly maintained (watered, fed, and pruned when needed).

2. MOVE IN & OUT

- A. **Scheduling:** All moves in's must be scheduled with the Management at least two (2) business days prior to the move date. This provides the management office the opportunity to make sure all appropriate paperwork has been completed.
- B. **Keys and Gate Remote:** You will need two (2) different keys: one to the building, and one to your unit. These keys should be supplied by either the previous owner if you purchased your unit, or by the current owner if you are renting your unit. If you are unable to obtain keys from the appropriate source, Management can provide you with the keys to the building at \$20 each. Gate remotes are available at the Management office at \$40 each. You must obtain your unit key from the previous or current owner.
- C. **Doors:** The entry doors to the building can be propped open during your move, however, leaving doors open increases the possibility of unauthorized entry. Please be sure to close the doors once you have completed your move.
- D. **Trash:** The trash dumpster is only for regular household trash that will fit into trash bags no larger than 55 gallons. Placing inappropriate items in the trash dumpster can result in injuries to the community staff, damage to the trash dumpster, possible fire in the trash dumpster, and infestation of insects and rodents.

- E. **Enforcement:** Should residents or their moving crews fail to follow these procedures, Management may halt the move and deny further use of the elevators or common areas. Unit owners are responsible for ensuring that tenants follow the moving procedures, including the payment of monetary charges and assessments.
3. **FLAGS & HOLIDAY DECOR.** Flags may be flown during appropriate holidays for a period of five (5) consecutive days. Christmas Holiday lighting and decorations may be displayed beginning the weekend of Thanksgiving and ending January 10th. For all other holidays, lighting and decorations may be displayed for a period of no longer than 14 days prior to and 5 days after the holiday.
4. **WINDOWS.** All interior window coverings whether draperies, blinds, shutters, shades, or any other type material that is visible from the exterior of any unit must be kept in a neat and attractive condition and must be white in color so as not to detract from the general appearance of the property. Natural colored wood blinds are acceptable though white is preferred. No paper, foil, tinting, or any other type of reflective material may be placed on or in any windows in a way that would be visible from outside. No signs, posters, offensive symbols, notices, or advertisement of any type shall be displayed from any window without the prior consent of the Association. Safety and Security related notices are permitted – as well as seasonal decorations. The Board shall have the right at any time to remove or direct the removal of any item that the Board determines, in its reasonable, sole discretion, detracts from the general appearance of the property.
5. **SIGNAGE.** No signs, posters, symbols, notices, or advertisement of any kind shall be posted on the grounds within the property boundaries of the Condominium complex without the prior written consent of the Association, including all common and limited common areas. The posting of signs, notices, or flyers of any kind is not permitted on vehicles. However, “For Sale” signs are allowed on vehicles. Contact Prestige Association Management Group for notices to be placed into the bulletin boards.
- 5A. **POLITICAL SIGNS.** 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. Political signs must be ground mounted. Only one (1) sign for each candidate or ballot item is allowed. Political signs that contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component are prohibited. Political signs that are attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object are prohibited. 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.
6. **PATIOS & BALCONIES.** Patios and balconies should be kept neat in appearance at all times. For those desiring to have railing cover, there is a pre-approved cover available from the Community Office.

Patios that do not comply with regulations will be brought to compliance at the discretion of the Board and all reasonable maintenance, labor and repairs will be at the resident’s (or unit owner’s) expense. Specific rules follow:

- (a) No pets shall be kenneled on patios or balconies.
 - (b) No excessive accumulation of leaves or debris shall remain longer than 30 days.
 - (c) Due to sanitation and rodent concerns, no trash, garbage, or pet waste will be allowed on patios at any time.
 - (d) No installation of unit numbers is allowed other than those provided by Hearthwood II Condominiums.
 - (e) Storage cabinets and shelving must be enclosed and must not detract from the general appearance of the property.
 - (f) Any patio furniture and decorative items of choice must not detract from the general appearance of the property.
 - (g) No articles of clothes, blankets, or materials of any type may be draped or hung on any balcony, patio, or common area fence.
 - (h) No storage of personal items on patios other than approved storage cabinets or bicycles.
7. **NOISE.** Residents shall exercise extreme care at all times to avoid making loud or objectionable noises. Consideration for others must be taken regarding the use of musical instruments, stereos, televisions, etc. in a manner that may disturb or tend to disturb your neighbors. All residents must comply with the City ordinance stating no disturbing noise from 10:00 p.m. – 7:00 a.m.
8. **ILLEGAL ACTIVITY.** No unit shall be used in a manner that may interfere with the enjoyment and safety of residents in adjoining units. Nor shall any offensive, or immoral or illegal activity be committed in or on any unit or on any part of the common elements of Hearthwood II Homeowners Association
9. **FIRE SAFETY.** All City of Houston Fire Codes are strictly enforced.

- (a) No out-door, open flame barbecue pits, or cookers of any type shall be used within 10 feet from any building. (City of Houston Fire Code 307.5) Open flame, barbecue pits are provided for resident's use at the pools.
- (b) No flammable or combustible liquids (including those for sale) shall be stored near exits, stairs, or any other areas normally used for the exit of people or which could be used for emergency exits in case of fire. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel. (City of Houston Fire Code 7902.5.5)
- (c) Parking in fire lane is prohibited. Towing is enforced. (City of Houston Fire Code 902.2.4.1.1)
- (d) The throwing of Cigars and Cigarette butts onto the ground or into any garden or open drain is strictly forbidden. They must be fully extinguished and discarded in the same manner as trash.

10. **PETS.** It is the responsibility of each pet owner to avoid actions by their pet that would be deemed unsafe, unsanitary, offensive, or destructive by any neighbors in our community. See Fine Schedule for violations of the following:

- (a) Pets should be walked on the exterior of the property and should never be allowed to walk or wander through flowerbeds or landscaped gardens.
- (b) For health reasons, pets are not allowed in the pool or inside the fenced pool areas.
- (c) Do not allow your pet to urinate or defecate within the pool areas and surrounding courtyards, in flowerbeds and landscaped gardens, or near the Hearthwood II sign. This also includes all hallways, sidewalks, elevators, and stairwells. Should your pet foul these areas, you are responsible for cleaning it up.
- (d) If your pet's defecation can be seen or stepped in, you are responsible for cleaning it up.
- (e) Pet owners are financially responsible for damages to property and landscaping caused by their pets. Fines and replacement costs for labor, materials and plants will apply.
- (f) All cats & dogs must be tagged and must be on leashes as required by city ordinance, county code.
- (g) No more than two pets are allowed per unit. The weight limit of a single pet (or two pets combined) shall not exceed forty pounds.
- (h) No pet shall be housed, kenneled, or tethered unattended on any patio, balcony, or any part of the limited or common areas of the property.
- (i) No pet shall be allowed to defecate, bark, or create any type of a nuisance on the patios and balconies.
- (j) No animals, mammals, birds, fish, reptiles, amphibians, or other similar animals may be raised, bred, kept, or otherwise used for commercial purposes in any unit.

11. **SWIMMING POOL.** The swimming pool located in the middle of the property is there for all of us to enjoy. Please make use of them while keeping safety and consideration of others in mind. The following rules are posted at each pool:

- (a) No lifeguard on duty. Swim at your own risk.
- (b) No running, diving, or rough play allowed.
- (c) No shouting or loud music allowed.
- (d) No breakable containers inside fenced pool area.
- (e) No trash or belongings are to be left in or around the pool. Please tidy up before leaving.
- (f) Cigarette butts must be fully extinguished and disposed of in appropriate containers.
- (g) No pets allowed in pool or inside fenced pool area.
- (h) No cut-offs or diapers allowed in pool - regulation swimwear only.
- (i) Children under 2 must wear leak-proof swimwear.
- (j) Children under 12 must be accompanied by an adult accepting responsibility for that child.
- (k) All guests must be accompanied by a resident.
- (l) No forced entry of gates or jumping fence allowed.
- (m) Pool gates must remain closed after entering and exiting in accordance with the city of Houston code ordinance.
- (n) Pool hours are posted - no swimming or congregating after hours.

12. **COMMUNITY GRILL RULES:**

- a) Use at your own risk.
- b) Do not burn un-approved material (i.e. yard waste, brush, lumber).
- c) Please clean grate after use, these are in a shared space so leave it better than you found it
- d) Place ashes in provided charcoal safe container. - Only use charcoal.
- e) Have a water source or extinguisher available in case of emergency.

13. **PARKING RULES.** Residents have assigned parking spaces identified with painted numbers. If an unauthorized vehicle is parked in your assigned space, you may call the pre-authorized towing service and have that vehicle removed. (The name and phone number of the pre-authorized towing service is posted at the driveway entrance). Only the resident of the assigned space may authorize the tow. All charges by the towing service are the responsibility of the owner of the vehicle in violation. Parking area rules follow:

- (a) Drive cautiously through the parking areas. Maximum speed limit is 10 mph.
- (b) Only one (1) vehicle may be parked in each parking space. Motorcycles may not be parked in the same space with another vehicle.
- (c) No boats, trailers, campers, commercial, or recreational vehicles are allowed in visitor or assigned spaces.
- (d) Vehicles parked improperly (over lines, diagonally, blocking vehicles) will be towed without notice.
- (e) Vehicles blocking access to the garbage collection areas will be towed immediately.
- (f) No vehicle shall be parked on the sidewalks. Vehicles parked on sidewalks will be towed without notice.
- (g) No vehicle repair, washing or maintenance is to be done in the parking lots, garage, or common areas.
- (h) Vehicles may not be stored on the property.
- (i) Vehicles parked in ASSIGNED parking spaces and carports should be in operating condition. Any vehicle that appears to be inoperable for over 30 days, may, at the discretion of the Board be subject to enforcement.
- (j) Vehicles parked in designated zones will be towed without notice. Except during natural disaster.
- (k) No vehicle belonging to an owner or guest shall be parked in such a manner as to interfere with access to any garage, driveway, parking space, building entrance or trash receptacle enclosure.
- (l) Residents are responsible for informing their guests, invitees, and/or otherwise of parking rules and regulations and their guests, invitees, and/or otherwise shall abide by the HOA's parking rules and regulations.
- (m) No vehicle shall be parked in any GUEST space for a continuous period exceeding seventy-two (72) hours. Violators will be towed at the vehicle owner's expense.
- (n) Permits will be issued only with an up-to-date Owner Information Form, along with a signed agreement of having read the Parking Rules and release of indemnity.
- (o) A maximum of two (2) parking passes be issued to each unit by the management company.

Additional Information:

- Parking permits stickers are the property of the HOA.
- Parking permits are serialized and associated with the unit to which it was issued. The Board maintains a list of valid permits with the aid of the management company.
- Permits not on this list are invalid. This list is used to check validity of permits in parked vehicles.
- Report a lost or stolen parking permit promptly by contacting the management company.
- Damaged or illegible permits are invalid. Promptly contact the management company for replacement.
- Replacement permits invalidate any existing permits of the same type previously issued to that unit.
- Parking permits may be revoked.

14. **ENFORCEMENT.** The Association has the right to levy fines pursuant to the provisions of the Texas Uniform Condominium Act ("TUCA"). The following language tracks the provisions of TUCA with regard to the imposition of fines are merely a suggestion and may be modified or changed at the Board's discretion. Fines are not the most effective method of enforcement and are hard to collect (i.e., the Association cannot seek non-judicial foreclosure solely for fines). This enforcement provision also allows the Association to seek enforcement of the Rules through other means. If the Association wants to stop or abate a violation, the most effective method would be to file suit seeking a declaratory judgment (i.e., ruling by the Court that the purported activity is in violation of the constituent documents and must be abated).

- (a) All violations of the Rules of the Association shall be verified by a member of the Board of the Association, the Association's managing agent, or may be substantiated by a written report by one or more owner or residents at the property. Upon verification of a violation of the rules, or based upon a satisfactory written report(s) of owner or residents, the Association shall, through its managing agent, forward written notice of the violation(s) or (i) if the unit is occupied by the owner, to the owner, and (ii) if the unit is occupied by a tenant, to owner and tenant. All notices of violations to be forwarded to the owner shall be sent to the most current mailing address provided to the Association by such owner. The notice shall (1) describe the violation; (2) state a reasonable period of time within which the violation must be cured and avoid a fine or other enforcement action; and (3) notify the owner that a fine will be levied against the owner unless the violation is cured within the stated period of time. The owner of the unit shall be responsible for the fine notwithstanding that the violation was caused by a tenant or guest. The notice shall further set forth the amount of the fine to be levied and indicate how frequently the fine will be levied if the violation of the rules continues to exist. Not later than the thirtieth (30th) day after the date of

such notice, the owner may request a hearing before the Board to contest the fine. Provided however, the opportunity to cure the violation and avoid the fine need not be given if the owner was given notice and an opportunity to cure a similar violation within the preceding twelve (12) months. Upon levying the fine, the Association shall be given written notice to the owner not later than the 30th day after the date of the levy.

- (b) The amount of the fine to be levied against an owner for the first violation of a rule shall be fifty dollars (\$50.00). The amount of the fine to be levied against an owner for the second violation of a rule shall be one hundred dollars (\$100.00). The amount of the fine to be levied against an owner for the third and subsequent violations of a rule shall be two hundred dollars (\$200.00). Fines shall be collected in the same manner as assessments.
- (c) Owners shall be liable to the Association for violations of these Rules by the owner, an occupant of the owner's unit (whether tenant, resident, or the owner's residents/tenants family, guests, employees, agents or invitees), and for all costs incurred by the Association to obtain compliance, including attorneys fees, whether or not suit is filed.
- (d) In addition to the foregoing, in the event these rules are violated, the Association may bring in action at law for declaratory and/or injunctive relief with any court of competent jurisdiction; or seek any other remedy allowed by law. In any event, the Association shall be entitled to seek and collect reasonable attorney's fees, costs, and expenses incurred in the enforcement of these Rules.