# THE WOODVINE PARK COUNCIL CO-OWNERS

#### COMMUNITY RULES

- 1. The greens and walkways around the Building and the entrances and stairways of the Building and entrance to the Residence Units shall not be obstructed or used for any purpose other than ingress to and egress from the Residence Units.
- 2. No article shall be placed or allowed to remain in the entrance or stairways of the Building or on the walkways or greens around the Building, nor shall anything be hung or shaken from the balconies, patios, porches, or windows. No clothing or other articles shall be hung in or from the balconies, patios, porches, windows, fences or the Common Elements.
- 3. Children shall not be allowed to play in the entrances or stairways of the Building.
- 4. No Owner shall produce or permit to be made any noises or noxious odors that will disturb or annoy the occupants of the Residence Units or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Owners.
- 5. Owners, their families, guests, servants, employees, visitors or licenses shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Building.
- 6. No Owner shall do any act or place any object in his Residence Unit which would create a structural hazard or endanger the structure of the Building or adjacent Residence Units.
- 7. No entrances or any other portions of the Common Elements, nor shall the balconies, patios or porches be decorated by any Owner in any manner without prior consent of the Board or Managing Agent.
- 8. No shades, awnings, reflective window film, window guards, ventilators, fans or air-conditioning devices shall be installed or used in or about the Building, Common Elements, balconies, patios or porches except such as shall have been approved by the Board or Managing Agent. If the Owner shall fail to keep any such approved device in good order, repair and appearance, the Board or Managing

Agent may remove such device, charging the cost of removal to the Owner; and the device shall not be replaced until it has been put in proper condition, and only with the further written consent of the Board or Managing Agent. No interior window treatments shall be permitted if the Board determines that such treatments cause an unsightly detraction from the exterior appearance of Building.

- 9. No sign, notice, advertisement or decoration shall be inscribed or imposed on or projected from any window, door or other part of the Building, except such as shall have been approved in writing by the Board or Managing Agent.
- 10. No radio or television aerial shall be attached to or hung from the exterior of the Building without written approval of the Board or Managing Agent.
- 11. All garbage, trash, refuse and disassembled paper cartons from the Residence Units shall be deposited within a plastic bag and placed with care in the trash chute intended for such purpose only at such times and in such manner as the Board or Managing Agent may direct. No cartons shall be placed in the trash chute. All disposals shall be used in accordance with instructions given to the Owner by the Board or Managing Agent. Wet garbage shall be deposited in the Onwer's disposal rather than in the trash containers whenever possible.
- 12. Each Owner shall keep his Residence Unit in a good state of preservation and cleanliness, and shall not sweep or throw, permit to be swept or thrown, or allow to fall therefrom, or from the doors, balconies, patios, porches or windows thereof, any dirt, other substance or thing.
- 13. Water closets and other water apparatus (including, without limitation, air conditioning condensate drains) in the Residence Units shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags, paper, ashes or any other article be thrown into the same. Any damage resulting from misuse or negligence in the maintenance of any water closet or other apparatus (including, without limitation, air con-

ditioning condensate drains) shall be paid for by the Owner in whose Residence Unit it shall have been caused.

- 14. Owner shall close all exterior windows or sliding doors when necessary to avoid possible damage from storms or the elements.
- 15. Owners are reminded that alterations and repair of the exterior of the Building (including the roof), balconies, patios and Common Elements is the responsibility of the Board. No Owner shall do any painting or decorating of the exterior of the Building or make any alterations or construct any improvements to the exterior of the Building or any of the Common Elements.
- 16. All damage to the Building or Common Elements caused by the moving or carrying of any article therein shall be paid for by the Owner responsible for the presence of such article.
- 17. Water shall not be left running for an unreasonable or unnecessary length of time.
- 18. No Owner shall interfere in any manner with any portion of the plumbing, heating, air-conditioning or lighting apparatus which is part of the Common Elements and not part of the Owner's Residence Unit.
- 19. No Owner shall use or permit to be brought into or stored in the buildings any inflammable oils or fluids such as gasoline, kerosene, naphtha, benzine or other explosives or articles deemed extra hazardous to life, limb or property without in each case obtaining written consent of the Board or Managing Agent.
- 20. An owner shall not use, nor shall he permit his family, guests or invitees to use, parking spaces of other Owners. Owners' cars shall not be parked in parking spaces designated for guests. The Board and the Managing Agent shall have the right to remove such vehicles parking in violation of this rule at the expense of the respective Owners thereof, or take other appropriate means to see that such wrongful parking is not required.
- 21. No vehicles shall be left standing in a parking space in a non-operative condition, nor shall there be any repairs done to vehicles in a parking space.

- { 22. An Owner shall not cause or permit the blowing of a horn of any vehicle in which he, his guests or family shall be occupants, approaching or in the parking areas serving the Building.
- 23. No trailers, boats, oversized recreational vehicles, campers or motorcycles are to be permitted on or in the Common Elements, except as may be parked or stored in areas designated by the Board or Managing Agent. No automobile belonging to an Owner, or to a member of an Owner's family, or employee or guests of an Owner shall be parked in such manner as to impede or to prevent ready access to the parking areas. The Owners, their employees, servants, agents, visitors, licensees and the Owner's family shall obey the parking regulations posted in the parking areas and any other traffic regulations published in the future for the safety, comfort and convenience of the Owners.
- 24. Pets may be kept or housed in the Building when expressly permitted in writing by the Board or Managing Agent. Each Owner who desires to keep a pet in the Building shall apply in writing to the Board for permission to keep such pet, which permission shall not be unreasonably denied. In no event shall any pet be permitted in any of the public portions of the Building or on the grounds surrounding the Building unless carried or on a leash. Each Owner who keeps a pet in the Building shall indemnify and hold all other Owners harmless against any loss or liability of any kind or character whatsoever arising from or as a result of having such pet in the Building. If a pet disturbs other Owners by barking or biting or in other ways becoming obnoxious, the Board or the Managing Agent will give notice to the Owner of such pet to cause such annoyance to be discontinued and if such annoyance is not discontinued and corrected, the Board may revoke its permission to keep the pet in the Building and the pet shall be removed from the Building.
- 25. No Owner shall engage any employee of the Board or Managing Agent for any private business of the Owner without prior consent of the Board.

- 26. The Owner of each Residence Unit shall have the option to place with the Board and Managing Agent a passkey to their respective Residence Unit, such passkey to be utilized by the Board and Managing Agent only for entry into such Residence Unit as provided in the Declaration or for such other purpose as may be authorized in writing by such Owner. In the event that an Owner elects not to furnish the Board and Managing Agent a passkey to such Owner's Residence Unit, such election shall not alter or reduce the rights of entry granted to the Board and Managing Agent in the Declaration and in the event it becomes necessary for the Board or Managing Agent to exercise such rights of entry therein granted, the Board or Managing Agent is hereby authorized to utilize such methods as may be necessary to gain such entry (including physical force, if necessary) and such Owner hereby releases the Board and Managing Agent from any liability for damages caused by such entry and agrees to indemnify and hold harmless the Board and Managing Agent from any claims arising therefrom.
- 27. The swimming pool or other available recreational facilities and public areas may be used by Owners and their guests. The Owners and their guests must abide by the rules for recreational facilities and public areas as posted in the recreational and public areas or hereafter published by the Board.
- 28. Owners shall be held responsible for the action of their children, employees, agents, invitees, servants and their guests.
- 29. Any consent or approval given under these Community Rules by the Board shall be revocable at any time.
- 30. Complaints regarding the service of the Building and grounds or regarding actions of other Owners shall be made in writing to the Board.
- 31. These Community Rules may be added to, amended, or repealed at any time by the Board of Directors.

11/30/2009 ltirp3

\$10.00

# SECRETARY'S CERTIFICATE THE WOODVINE PARK COUNCIL OF CO-OWNERS, INC. A Texas Non-Profit Corporation

Resolution Regarding Application of Funds

The undersigned, being the duly elected, qualified and acting Secretary of The Woodvine Park Council of Co-Owners, Inc., a Texas non-profit corporation (the "Association"), and the keeper of the minutes and records of the said corporation, does hereby certify that the following is a true and correct resolution of this corporation as adopted by the Board of Directors (the "Board") at a duly called meeting held PO/ 5/11/1 no

WHEREAS, the Association is responsible for governance and maintenance of The Woodvine Park Council of Co-Owners, Inc. as described in the "Condominium" Declaration for Woodvine Park" filed under County Clerk's File Number H643312. Volume 128, Page 1, et seq. of the Condominium Records of Harris County, Texas and any and all amendments thereto (the "Declaration").

WHEREAS, the Association exists pursuant to state law and its governing documents; and

WHEREAS, the Association is authorized to adopt and enforce reasonable rules and regulations in the interest of the community, pursuant to state and its governing documents; and

WHEREAS, there is a need for a policy with regard to application of funds for The Woodvine Park Council of Co-Owners, Inc.,

AND WHEREAS, the Board of Directors of The Woodvine Park Council of Co-Owners, Inc., wish to make this policy a matter of record,

NOW THEREFORE, BE IT RESOLVED, the Board of Directors on behalf of The Woodvine Park Council of Co-Owners, Inc. sets the policy as follows:

Any and all payments that are received on behalf of the Association, either by the office of management or by the lockbox of the Association's banking institution be applied as follows:

Funds will first pay late fees, violation fines, attorney fees, damages/repair costs, and/or any other costs, with the exception of maintenance fees, that may be due on an account at the time payment is received. The remaining balance of funds will then be applied to any maintenance assessment that is currently due on an account.

,Secretary for
The Woodvine Park Council of Co-Owners, Inc.

a Texas Non-Profit Corporation

Date

THE STATE OF TEXAS § §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

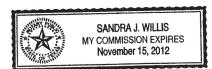
This instrument was acknowledged before me on the 11th day of 2009, by 1000 July 1000

Notary Public in and for the State of Texas

Record and Return to:

THE WOODVINE PARK COUNCIL OF CO-OWNERS, INC. c/o Creative Management Company 8323 Southwest Freeway, Suite #330

Houston, TX 77074



Resolution Regarding Application of Funds for The Woodvine Park Council of Co-Owners, Inc. ANY PROVISIONS HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED NEAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS COUNTY OF HARRIS

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

HARRIS COUNTY TEXAS

OFFICE OF BEVERLY B. KAUFMAN COUNTY CLERK, HARRIS COUNTY, TEXAS

CONDOMINIUM RECORDS OF COUNTY CLERK

207157

FILM CODE\_\_\_

THE WOODVINE PARK COUNCIL OF CO-OWNERS, INC. A TEXAS NON-PROFIT CORPORATION RESOLUTION REGARDING APPLICATION OF FUNDS

THIS IS PAGE 1 OF 1 PAGES

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RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

11/30/2009 ltirp3

\$10.00

# SECRETARY'S CERTIFICATE THE WOODVINE PARK COUNCIL OF CO-OWNERS, INC. A Texas Non-Profit Corporation

11/3

Resolution Regarding Assessments for Violation of Rules & Regulations and Deed Restrictions

The undersigned, being the duly elected, qualified and acting Secretary of The Woodvine Park Council of Co-Owners, Inc., a Texas non-profit corporation (the "Association"), and the keeper of the minutes and records of the said corporation, does hereby certify that the following is a true and correct resolution of this corporation as adopted by the Board of Directors (the "Board") at a duly called meeting held on 11-13-09

WHEREAS, the Association is responsible for governance and maintenance of The Woodvine Park Council of Co-Owners, Inc. as described in the "Condominium Declaration for Woodvine Park" filed under County Clerk's File Number H643312, Volume 128, Page 1, et seq. of the Condominium Records of Harris County, Texas and any and all amendments thereto (the "Declaration").

WHEREAS, the Association exists pursuant to state law and its governing documents; and

WHEREAS, the Association is authorized to adopt and enforce reasonable rules and regulations in the interest of the community, pursuant to state and its governing documents; and

WHEREAS, there is a need for a policy with regard to assessments for violation of the rules and regulations and deed restrictions of The Woodvine Park Council of Co-Owners, Inc.,

AND WHEREAS, the Board of Directors of The Woodvine Park Council of Co-Owners, Inc., wish to make this policy a matter of record,

NOW THEREFORE, BE IT RESOLVED, the Board of Directors on behalf of The Woodvine Park Council of Co-Owners, Inc. sets the policy as follows:

The unit owner will be sent a First Notice upon inspection of a said violation requesting immediate cure of same. If the matter is not cured immediately, the unit owner will be sent a Second Notice;

The Second Notice will advise the unit owner that he has the right to request a hearing before the Board of Directors. Said request for a hearing must be received in writing within 30 days from the date of the letter. It will also advise him that a violation assessment ranging from \$25.00 to \$200.00 will be imposed if the violation is not cured. If said violation is not cured within 30 days, the unit owner will be sent a Third Notice;

The Third Notice will impose a violation assessment in the amount of \$50.00 for each infraction of the Deed Restrictions for The Woodvine Park Council of Co-Owners, Inc.;

The Fourth Notice will impose a violation assessment in the amount of \$100.00 for each infraction of the Deed Restrictions for The Woodvine Park Council of Co-Owners, Inc.;

The Fifth Notice, and each notice thereafter, will impose a violation assessment in the amount of \$200.00 for each infraction of the Deed Restrictions for The Woodvine Park Council of Co-Owners, Inc.

Should the violation not be cured after processing the Fifth Notice, the Unit and Violation will be discussed among the Members of the Board at a Board of Directors Meeting in order to determine the next step to be taken in deed restriction enforcement.

If said violation is not cured *upon imposing the initial violation fine*, the Association will follow through with any remedy available to have the violation corrected, this will include, but not be limited to, employing an attorney to file a lawsuit against the owner.

Payment for all costs incurred will become the responsibility of the owner.

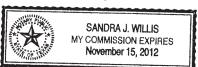
DHVID (LEN GIBTON), Secretary for The Woodvine Park Council of Co-Owners, Inc. a Texas Non-Profit Corporation

Date

THE STATE OF TEXAS §

COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:



Notary Public in and for the State of Texas

Record and Return to:

The Woodvine Park Council of Co-Owners, Inc. c/o Creative Management Company 8323 Southwest Freeway, Suite #330 Houston, TX 77074

Resolution Regarding Assessments for Violation of Rules & Regulations and Deed Restrictions
The Woodvine Park Council of Co-Owners, Inc.

#### OFFICE OF BEVERLY B. KAUFMAN COUNTY CLERK, HARRIS COUNTY, TEXAS

CONDOMINIUM RECORDS OF COUNTY CLERK

207156

FILM CODE\_\_

THE WOODVINE PARK COUNCIL OF CO-OWNERS, INC. A TEXAS NON-PROFIT CORPORATION RESOLUTION REGARDING ASSESSMENTS FOR VIOLATION OF RULES & REGULATIONS AND DEED RESTRICTIONS

THIS IS PAGE 1 OF 1 PAGES

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THE SALE RENTAL OR USE OF THE
DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS COUNTY OF HARRIS

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

Harris County, Texas on

COUNTY CLERK

HARRIS COUNTY TEXAS

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

# SECRETARY'S CERTIFICATE The Woodvine Park Council of Co-Owners, Inc. A Texas Non-Profit Corporation

#### **Resolution Regarding Payment Agreements**

The undersigned, being the duly elected, qualified and acting Secretary of The Woodvine Park Council of Co-Owners, Inc., a Texas non-profit corporation (the "Association"), and the keeper of the minutes and records of the said corporation, does hereby certify that the following is a true and correct resolution of this corporation as adopted by the Board of Directors (the "Board") at a duly called meeting held on \[ \frac{1}{6} \lambda \]

WHEREAS, the Association is responsible for governance and maintenance of The Woodvine Park Council of Co-Owners, Inc. as described in the "Condominium Declaration for Woodvine Park" filed for record under County Clerks File No. H643312, of the Condominium Records of Harris County, Texas, and all amendments thereto (said recorded documents and all exhibits and amendments thereto being referred to as "Declaration"); and

WHEREAS, the Association exists pursuant to state law and its governing documents; and

WHEREAS, the Association is authorized to adopt and enforce reasonable rules and regulations in the interest of the community, pursuant to state and its governing documents; and

WHEREAS, there is a need for a policy with regard to payment agreements administered by Management on behalf of The Woodvine Park Council of Co-Owners, Inc.,

AND WHEREAS, the Board of Directors of The Woodvine Park Council of Co-Owners, Inc., wish to make this policy a matter of record,

NOW THEREFORE, BE IT RESOLVED, the Board of Directors on behalf of The Woodvine Park Council of Co-Owners, Inc. sets the policy as follows:

- An owner who is delinquent in the payment of assessments or any other charges on their account may enter into a payment agreement with the Association to pay the debt without incurring additional penalties. However, the owner will be subject to payment of reasonable costs associated with administering the payment agreement.
- The minimum term of the payment agreement will be three (3) months, the maximum term of the payment agreement will be twelve (12) months.

- The fee to administer the payment agreement will be a flat fee of \$25.00 per month, such cost will be added to the total amount due and paid in accordance with the payment agreement. The payment agreement fees collected from the owner will be reimbursed by the Association to the Management Company for the time associated with administering the agreement.
- In addition to the installment payments and administrative costs under the agreement, the owner will also be required to pay the regular accruing monthly assessment prior to delinquency.
- Failure to pay any of the installments agreed to by their due date or failure to pay the regular monthly assessment prior to delinquency may result in the payment plan being revoked and withdrawn and the Association will be entitled to proceed with further collection and legal action.
- If an owner fails to nonor the terms of a payment agreement within a two year period, the owner may not be eligible for another payment agreement.

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a Texas Non-Profit Corporation	
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THE STATE OF TEXAS §

COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

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Notary Public, State of Texas

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Texas

Record and Return to:

The Woodvine Park Council of Co-Owners, Inc. c/o Creative Management Company 8323 Southwest Freeway, Suite #330

Houston, TX 77074

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Resolution Regarding Payment Agreements The Woodvine Park Council of Co-Owners, Inc. Page 2 of 2

## FILED FOR RECORD 8:00 AM

APR 29 2014

Stan Standt County Clerk, Harris County, Texas

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLURIOR RICE IS HAVILD AND UNREMFORCEASTE LANCE REDERAL LANCE THE STATE OF TEXAS COUNTY OF HARRIS I horby carify that this Instrument was FLED in File Mamber Sequence on the date and all the lines stamped larnesh by mic, and was duly RECORDED, in the Official Addit Records of Real Property at Markin Courie, Texas

APR 29 2014

COUNTY CLERK HARRIS COUNTY, TEXAS 200 Police

# CERTIFICATE OF CORPORATE RESOLUTION OF BOARD OF DIRECTORS THE WOODVINE PARK COUNCIL OF CO-OWNERS, INC.

(WEIGHT LIMIT FOR HOUSEHOLD PETS)

The undersigned Secretary of The Woodvine Park Council of Co-Owners, Inc., a Texas non-profit corporation (the "Council), does hereby certify, that at a regular meeting of the Board of Directors of the Council held on November 23, 2015, with at least a majority of the Board of Directors being present, the following resolution was duly made and approved by the Board of Directors:

WHEREAS, pursuant to that certain "Condominium Declaration for Woodvine Park" filed in Volume 128, Page 1, et seq., in the Condominium Records of Harris County, Texas, and any and all amendments thereto (collectively referred to herein as the "Declaration"), the Council is responsible for administering the Common Elements of Woodvine Park (the "Property") and the restrictive covenants set forth therein; and

WHEREAS, by this resolution, the Board of Directors is desirous of evidencing, ratifying and confirming the existing policy of the Council, as to the policy for a weight limit for household pets, and to provide disclosure of such policy to prospective future owners of condominium units at the Property as to same;

NOWTHEREFORE, formal notice is hereby given to all current owners of condominium units at the Property as to the existing policy of the Council, and to all prospective, future owners of condominium units at the Property of the policy of the Council, as follows:

#### COUNCIL POLICY AS TO HOUSEHOLD PETS WEIGHT LIMIT

In accordance with Article II, Section 2.1(c) of the Declaration and regardless of any past acts of the Council, it is the existing and continuing policy of the Council that no animals, other than normal household pets that weigh less than twenty-five (25) pounds, shall be permitted at Woodvine Park.

The foregoing resolution ratifies and confirms the continuing policy of the Council.

THE WOODVINE PARK COUNCIL OF CO-OWNERS, INC., a Texas non-profit corporation

. Secretary

M

**STATE OF TEXAS** 

8

**COUNTY OF HARRIS** 

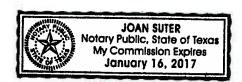
This instrument was acknowledged before me on this \_ November 2015, by Laura Crabb

Secretary of The

Woodvine Park Council of Co-Owners, Inc., a Texas non-profit corporation, on behalf of said corporation.

Notary Public - State of Texas

RECORD AND RETURN TO: Frank, Elmore, Lievens, Chesney & Turet, L.L.P. Attn: K. Slaughter 9225 Katy Freeway, Suite 250 Houston, Texas 77024



#### RECORDER'S MEMORANDUM:

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### FILED FOR RECORD 8:00 AM

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Sta Stant County Clerk, Harris County, Texas

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLUR OR RACE IS INVALIDAND UNEMPORCEASLE UNDER PEDERAL LAND. THE STATE OF TEXAS COUNTY OF HARRIS I have been and at the time stamped harmon by mag, and was duty RECORDED, in the Official Public Records of Real Property of Harts County, Texas

DEC -7 2015



COUNTY CLERK HARRIS COUNTY, TEXAS

# Le Notice

#### SECRETARY'S CERTIFICATE

# WOODVINE PARK COUNCIL OF CO-OWNERS, INC., a Texas non-profit corporation

### RULES FOR INSTALLING SATELLITE DISHES AND ANTENNAS

The undersigned, being the duly elected, qualified and acting Secretary of WOODVINE PARK COUNCIL OF CO-OWNERS, INC. (the "Council"), a Texas non-profit corporation, and the keeper of the minutes and records of said corporation, does hereby certify that the following is a true and correct copy of a resolution of this corporation as adopted by the Board of Directors (the "Board") at a duly called meeting held on 2015:

WHEREAS, the Council is responsible for governance and maintenance of the Nottingham Forest Townhomes as described in the "Condominium Declaration for Woodvine Park" filed in Volume 128, Page 1 of the Condominium Records of Harris County, Texas and all amendments thereto;

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WHEREAS, the Council exists pursuant to state law and its governing documents; and

WHEREAS, the Council is authorized to adopt and enforce reasonable rules and regulations in the interests of the community, pursuant to state law and its governing documents; and

WHEREAS, the Federal Communications Commission (the "FCC") adopted a rule effective October 14, 1996, preempting certain Council restrictions on the installation, maintenance and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas; and

WHEREAS, for the benefit and protection of the Council, the owners and the residents, the Board deems it necessary to establish guidelines and procedures for the regulation, installation, use and maintenance of permitted antennas within the community;

NOW, THEREFORE, BE IT RESOLVED that the following Rules for Installing Satellite Dishes and Antennas be and hereby are adopted:

No antenna or satellite dish of any kind shall be permitted or installed without the prior written approval of the Council. For purposes hereof, an antenna and/or satellite dish shall include any device used for the receipt of video programming services, including direct broadcast satellite, television broadcast, and multipoint distribution services, together with masts, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories utilized in the installation of any such antenna

or satellite dish.

- Notwithstanding the foregoing general prohibition as to antennas or satellite dishes provided in paragraph No. 1, satellite dishes which are designed to receive direct broadcast satellite service which are one meter (39 inches) or less in diameter may be installed in accordance with these Rules. For purposes of these rules, such satellite dishes shall be referred to as "Permitted Satellite Dish(es)". Satellite dishes which are designated to receive satellite signals which are larger than one meter (39 inches) are prohibited.
- 3. The following provisions shall be applicable to a Permitted Satellite Dish:
  - (a) Location. Permitted Satellite Dish(es) must be installed wholly within a condominium unit or within the limited common element patio appurtenant to such condominium unit, as these areas are designated, delineated and defined in the Declaration. Installation of a Permitted Satellite Dish on a limited common element does not convert the limited common element into individually owned property. Only one (1) Permitted Satellite Dish per unit may be installed by an Owner.
  - (b) Installation.
    - (1) Any resident or Owner desiring to install a Permitted Satellite Dish must comply with the minimum conditions provided in these Rules and must also provide prior written notice to the Council, in care of its managing agent. Such notice shall include the type and color of the Permitted Satellite Dish to be installed, the installer, the proposed location of such installation and the method and manner of installation.
    - (2) No Permitted Satellite Dish may be installed on any of the other the Common Elements (except for those common elements specifically designated as limited common element appurtenant to a respective unit and for the exclusive use of such respective unit).
    - (3) No permitted Satellite Dish may protrude or extend beyond the vertical or horizontal space forming the perimeter of the limited common element patio for the exclusive use of a respective unit. A Permitted Satellite Dish may not protrude above the roofline of the carport of a unit and may not be visible to passing traffic.
    - (4) All installation shall be completed so that same does not damage any common elements, limited common elements, or void any warranties of the Council or in any way impair the integrity of any building.

- (5) The Council shall have the right to require reasonable screening of a Permitted Satellite Dish, including but not limited to all cables and wires, so long as the screening does not impair reception.
- (6) A Permitted Satellite Dish must be securely mounted to a base and/or tripod so as to be able to withstand the effects of high winds or other extraordinary weather conditions. No guy wires or similar mounting apparatus will be allowed. A base and/or tripod must be installed so that same does not damage the concrete and does not require holes be made in the concrete.
- (7) The installation of a Permitted Satellite Dish must be done by a qualified person or company. Any installer other than the unit Owner shall be required to carry adequate general liability and workers compensation insurance to prevent both damage to the common elements and potential safety hazards.
- (8) No liens in connection with the installation or maintenance of any Permitted Satellite Dish shall be filed against the common elements of the Condominium.
- (9) Installation of a Permitted Satellite Dish shall only occur between the hours of 8:00 a.m. and 6:00 p.m, Monday through Saturday.
- (c) Damages, Safety.
  - (1) Permitted Satellite Dish(es) shall be installed and maintained in a manner that complies with all applicable codes, safety ordinances, city and state laws and regulations, and manufacturers instructions.
  - (2) Permitted Satellite Dish(es) shall not obstruct access to or exit from any doorway or window of any unit, walkway, utility service area, or any other area necessary for the safe operation of the property.
  - (3) Prior to the installation of any Permitted Satellite Dish, the Owner must have executed an agreement, in form and content attached as Exhibit "A", whereby such Owner shall expressly agree to:
    - (i) be responsible for all damages or loss caused by the installation or use of the Permitted Satellite Dish;
    - (ii) indemnify and hold harmless the Council for all such damage or loss; and
    - (iii) provide the Council with a certificate of insurance showing that

the Owner has the appropriate amount of liability insurance to cover any such damage or loss.

#### (d) Maintenance.

- (1) Owners who install or maintain Permitted Satellite Dish(es) are responsible for all associated costs, including but not limited to costs to:
  - (i) place (or replace), repair, maintain and move or remove the Permitted Satellite Dish;
  - repair of damages to the common elements, the unit or other units, and any other property caused by the installation, maintenance or use of the Permitted Satellite Dish;
  - (iii) pay medical expenses incurred by persons injured by installation, maintenance or use of the Permitted Satellite Dish;
  - (iv) reimburse other Owners, residents or the Council for damages caused by the installation, maintenance or use of the Permitted Satellite Dish; and
  - (v) restore the Permitted Satellite Dish installation site(s) to their original condition.
- (2) If a Permitted Satellite Dish is installed on limited common elements which are maintained by the Council and same requires normal maintenance, the Owner(s) are responsible for the cost of the temporary removal of the Permitted Satellite Dish(es) and reinstallation. If maintenance requires the temporary removal of Permitted Satellite Dish, the Council shall provide Owners with ten (10) days written notice. Owners shall be responsible for removing or relocating Permitted Satellite Dish(es) associated with their units before maintenance begins and replacing Permitted Satellite Dish(es) afterwards, if an Owner so desires. If the Permitted Satellite Dish is not removed by the Owner in the required time, then the Council may remove the Permitted Satellite Dish(es) at the Owner's expense. The Council is not liable for any damage to Permitted Satellite Dish caused by Council removal.

### (e) General.

(1) No advertising slogans, logos, banners, signs, or other printing or illustration whatsoever shall be permitted upon or be attached to any

Permitted Satellite Dish.

- (2) No Permitted Satellite Dish shall ever be used for the transmission of any signal whatsoever and same satellite dish shall be for the purpose of necessary only normal signals through airwaves for television viewing purposes only.
- (3) No Permitted Satellite Dish shall be permitted to cause any distortion or interference whatsoever with respect to any other electronic device on the condominium property.
- 4. Should these rules be violated, the Council may levy and enforce the collection of fines pursuant to the then existing policy for fines of the Council, if any; may bring an 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 Council shall be entitled to seek and collect reasonable attorney fees, costs, and expenses incurred in the enforcement of this policy.
- 5. If any provision of these Rules is determined to be invalid, the remainder of these Rules shall remain in full force and effect.

Laura J. Crabb, Secretary of Woodvine Park Council of Co-Owners, Inc., a

Texas non-profit corporation

THE STATE OF TEXAS	§
	§
COUNTY OF HARRIS	§

This instrument was acknowledged before me on the 21 day of December, 2015, by have 5. (500), Secretary of Woodvine Park Council of Co-Owners, Inc., a Texas non-profit corporation, on behalf of said corporation.



Notary Public in and for the State of Texas

RECORD AND RETURN TO: Frank, Elmore, Lievens, Chesney & Turet, L.L.P. Attn: K. Slaughter 9225 Katy Freeway, Suite

9225 Katy Freeway, Suite 250 Houston, Texas 77024

### FILED FOR RECORD 8:00 AM

JAN -4 2016

5ta 5tanet
County Clerk, Harris County, Texas

ANY PROVISION HEREM WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECLUSE OF COLOR OR RACE IS MANUED AND UNENFORCEABLE UNDER FEDERAL LAW. THE STATE OF TEXAS COUNTY OF HARRIS

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

JAN - 4 2016

Stan Stanart
COUNTY CLERK HARRIS COUNTY, TEXAS while.

RP-2017-521994 11/28/2017 RP1 \$20.00

# CERTIFICATE OF CORPORATE RESOLUTION OF THE WOODVINE PARK COUNCIL OF CO-OWNERS, INC.

(ESTABLISHING THE COVERAGE UNDER THE COUNCIL'S POLICY OF INSURANCE)

The undersigned is the Secretary of The Woodvine Park Council of Co-Owners, Inc., a Texas non-profit corporation (the "Council"). The Council manages and administers the Woodvine Park condominium regime pursuant to that certain "Declaration of Condominium for Woodvine Park" recorded in Volume 128, Page 1 of the Condominium Records of Harris County, Texas, together with all amendments thereto (the "Declaration"); (b) Chapter 81 of the Texas Property Code; and (c) portions of Chapter 82 of the Texas Property Code. As the keeper of the minutes, books, and records of the Council, the undersigned does hereby certify that at a duly constituted meeting of the Board of Directors of the Council held on November 200, 2007, 2017, with at least a majority of the Board of Directors present, the following resolution was duly made and approved by the Board of Directors:

WHEREAS, Section 82.111(a) and (b) of the TEXAS PROPERTY CODE generally provides that the Council must, to the extent reasonably available, obtain and maintain insurance policies covering the buildings, Common Elements, and Units, but need not include improvements and betterments installed by the Unit Owners; and Article V, Section 5.1(a) of the Declaration generally provides that the Council shall insure the Common Elements and the Units; and

WHEREAS, the Declaration further provides, in Article V, Section 5.2 of the Declaration, certain provisions which appear to contradict, or reflect ambiguity to, the requirements of the TEXAS PROPERTY CODE and other provisions of the Declaration as same pertains to the Council's insurance obligations to insure the Units; and that notwithstanding such contradictions and/or ambiguity, Article V, Section 5.1(g) of the Declaration provides that the Council shall have the authority to obtain such other insurance as in such reasonable amount as the Board shall deem desirable; and Article V, Section 5.1(a) of the Declaration specifically provides that the Council shall have, and has the authority to obtain insurance on the Units described in such Section 5.1(a); and

WHEREAS, the Board, having considered all relevant factors, and based on its business judgment to secure such insurance in compliance with the TEXASPROPERTY CODE and the Declaration, has deemed it necessary, by this Resolution, to clarify the insurance coverage that the Council shall and does maintain under the Council's master insurance policy with regard the Units; it is therefore

RESOLVED, that the Board has obtained insurance policies required by 82.111(a) and (b) of the Texas Property Code, and Article V, Section 5.1(a) of the Declaration; and that such insurance coverage shall extend to, and shall include the Units, but, as allowed by the Texas Property Code, such insurance coverage will not cover or extend to improvements or betterments installed by Owners.

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FURTHER RESOLVED, that notwithstanding the provisions of Article V, Section 5.2 of the Declaration, the Council's insurance coverage shall specifically include, and extend to the Owners' Units and shall cover the improvements, fixtures, and installations contained within the interior surfaces of the perimeter walls, floors and ceilings of the Units, including specifically floor coverings, wall coverings, decorative trim, ceiling coverings, acoustical finishing materials, paint, fixtures, and built-in appliances, air conditioning, ventilation, refrigeration, built-in refrigeration, laundering, cooking, and dishwashing equipment, and interior partition walls and doors; provided, however, that insurance coverage as to the foregoing described components of the Units shall extend only to the original construction grade as to such items as originally installed by the developer, and not to any improvements or betterments as to such items installed by the Owners.

THE WOODVINE PARK COUNCIL OF CO-OWNERS, INC., a Texas non-profit corporation

Laura J. Crabb, Secretary

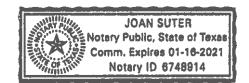
STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this day of the Woodvine Park Council of Co-Owners, Inc., a Texas non-profit corporation, on behalf of such corporation.

Notary Public - State of Texas

RECORD AND RETURN TO:
Frank, Elmore, Lievens,
Chesney & Turet, L.L.P.
Attn: K. Slaughter
9225 Katy Freeway, Suite 250
Houston, Texas 77024



#### FILED FOR RECORD

8:00:00 AM

Tuesday, November 28, 2017

COUNTY CLERK, HARRIS COUNTY, TEXAS

Stan Stanent

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS COUNTY OF HARRIS

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

Tuesday, November 28, 2017

OF HARRIS COUNTY

COUNTY CLERK HARRIS COUNTY, TEXAS notice.

#### SECRETARY'S CERTIFICATE OF THE WOODVINE PARK COUNCIL OF CO-OWNERS, INC. (LEASING RULES)

The undersigned, being the duly elected, qualified, and acting Secretary of The Woodvine Park Council of Co-Owners, Inc., a Texas non-profit corporation, the corporation set forth and described in that certain "Condominium Declaration for Woodvine Park" recorded in Volume 128, Page 1, et seq., of the Condominium Records of Harris County, Texas (said recorded document and all exhibits and amendments thereto being referred to as "Declaration"), the undersigned Secretary further being the keeper of the minutes and records of said corporation, does hereby certify that at a regular meeting of the Board of Directors of the Association held on Sept. 5, 2018, with at least a majority of the Board of Directors being present, the Leasing Rules attached hereto as Exhibit "A" were adopted and approved by the Board of Directors.

THE WOODVINE PARK COUNCIL OF CO-OWNERS, INC., a Texas non-profit corporation

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STATE OF TEXAS	§
	§
COUNTY OF HARRIS	Ş



Notary Public - State of Texas

RECORD AND RETURN TO:
Frank, Elmore, Lievens,
Chesney & Turet, LLP
Attn: K. Slaughter
9225 Katy Freeway, Suite 250
Houston, Texas 77024

# EXHIBIT "A" THE WOODVINE PARK COUNCIL OF CO-OWNERS, INC. LEASING RULES

THESE LEASING RULES SHALL BE DEEMED INCORPORATED INTO AND FORM A PART OF THE EXISTING AMENDED AND RESTATED COMMUNITY RULES OF THE WOODVINE PARK COUNCIL OF CO-OWNERS, INC., AS DESCRIBED IN AND AS FULLY SET FORTH IN THAT CERTAIN "SECRETARY'S CERTIFICATE OF THE WOODVINE PARK COUNCIL OF CO-OWNERS, INC." RECORDED ON JANUARY 4, 2016, UNDER HARRIS COUNTY CLERK'S FILE NO. 20160002255 OF THE OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS.

#### **LEASING RULES**

1. Each Owner shall be required to, and shall be solely responsible for reviewing, researching, and determining the character, criminal background, sex-offender background, prior conviction background, prior landlord referrals, and/or suitability of each prospective tenant and/or other occupant of his or her Unit in such manner which is reasonable and prudent of landlords in Houston, Harris County, Texas, for properties comparable to Woodvine Park at the time such lease application is made/lease entered into. In the event that any Owner fails or refuses to undertake the review and research as to such matters, such Owner shall be liable to any party whomsoever who 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. Further, in the event that an Owner undertakes the review and research as to such matters, and such review and research discloses matters 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, and such Owner elects to lease to such tenant/occupant notwithstanding same, then such Owner shall be liable to any party whomsoever who 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. The Association, the Board of Directors, the Officers, and the agents of the Association shall have no obligation to 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.

- 2. As provided in Article IX, Section 9.1 of the Declaration, all leases must be in writing, and subject to the terms of the Declaration, Bylaws, and Rules and Regulations of the Association. In the event that any tenant/occupant violates any restrictive covenant, term, or condition contained in the Declaration, Bylaws, or Rules or Regulations, such default shall constitute a default under the lease and the Owner of such Unit shall, within ten (10) days following written demand by the Association, declare the Lease to be in default, and commence forcible entry and detainer (eviction) proceedings against the tenant/occupant as a result of such default.
- 3. Not later than the thirtieth (30<sup>th</sup>) day after the date an Owner leases a Unit to a tenant/occupant, the Owner shall provide the Association with the following:
  - 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 PROPERTY CODE, if not shown in the copy of the lease delivered pursuant to item (a) above, the name, address, and telephone number of 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 PROPERTY CODE, if not shown in the copy of the lease delivered pursuant to item (a) above, the name, address, and telephone number of any person managing the Unit as agent of the Unit Owner.

Owners who fail or refuse to provide the documentation and information required by this Paragraph 3 within the time required shall be subject to the levy of an initial fine in the amount of Two Hundred Dollars (\$200.00), with a subsequent fine of One Hundred Dollars (\$100.00) per month thereafter until such time that all of the required information is properly delivered. Any Owner who fails or refuses to provide the documentation required by this Paragraph 3 on two (2) or more occasions during any cumulative twelve (12) month period shall be subject to the levy of a fine in the amount of One Hundred Dollars (\$100.00) for each additional time the Owner fails or refuses to provide such information to the Association.

4. Each Owner shall provide the Association with at least ten (10) day written notice prior to any new tenant/occupant moving into a Unit under a lease; and a ten (10) day written notice prior to any tenant moving out of a Unit under a lease. Such notice shall be provided to the Association in care of the Association's managing agent.

- 5. 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's/occupant's family, guests, employees, contractors, agents, or invitees.
- 6. Each Owner shall be liable to the Association for violations of the Declaration, Bylaws, or Rules and Regulations of the Association by any tenant of the Owner, or any occupant of the Owner's Unit, or any of the tenant's/occupant's family, guests, employees, agents, or invitees, and for costs incurred by the Association to obtain compliance, including attorney fees, whether or not suit is filed.

#### RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouls, additions and changes were present at the time the instrument was filed and recorded.

### FILED FOR RECORD

8:00:00 AM

Thursday, October 11, 2018

COUNTY CLERK, HARRIS COUNTY, TEXAS

Stan Stanart

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS

COUNTY OF HARRIS

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

Thursday, October 11, 2018

COUNTY CLERK HARRIS COUNTY, TEXAS

15 Notice

#### SECRETARY'S CERTIFICATE OF THE WOODVINE PARK COUNCIL OF CO-OWNERS, INC. {COMMUNITY RULES (REVISED 10/11/2019)}

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and at Houston,

Texas, this \_\_\_\_\_\_\_\_, 2019.

THE WOODVINE PARK COUNCIL OF CO-OWNERS, INC., a Texas non-profit corporation

Rv.

... Secretary

STATE OF TEXAS §

S
COUNTY OF HARRIS §

Notary Public - State of Texas

RECORD AND RETURN TO: Frank, Elmore, Lievens, Chesney & Turet, L.L.P. Attn: K. Slaughter 9225 Katy Freeway, Suite 250 Houston, Texas 77024

JOAN SUTER
Notary Public, State of Texas
Comm. Expires 01-16-2021
Notary ID 6748914

# WOODVINE PARK COUNCIL OF CO-OWNERS, INC. COMMUNITY RULES

Maintaining or improving the quality and appearance of Woodvine Park is to the financial benefit and quality of life of all owners and residents. It is your responsibility to understand and obey the current rules.

## **Common Area Use**

- 1. The green areas, walkways, stairways and entrances to the Residence Units shall not be obstructed or used for any purpose other than ingress to and egress from the Residence Units. No items or plants are allowed in General Common Elements (also referred to as common areas) without the written consent and approval of the Board and are subject to removal by the Council.
- 2. Children shall not be allowed to play in the entrances or stairways of the Building. No running, climbing, skateboarding or bicycling on the sidewalks, driveways and parking areas unless accompanied by an adult. All children age 12 and under must be accompanied by an adult.
- 3. Residents/Owners, their families, guests, employees or licensees shall not at any time go on the roof of any Building unless cleared by the Board of Directors or Managing Agent.
- 4. Residents/Owners are reminded that alterations and repair of the interior or exterior of the building, balconies, patios and Common Elements is subject to the approval of the Board. No Owner/Resident shall ever do any painting of the exterior of the Building. Alterations or other improvements to the exterior of the Building or any of the Common Elements requires written Board approval.
- 5. Any damage to the Building or Common Elements caused by or resulting from the action and/or inaction of any Owner, the Owner's family, the Owner's guests, the resident/tenant/or occupant of the Owner's unit or any guests to the Owner's unit shall be the responsibility of the Owner and may be levied as an

assessment against the Owner's unit. If any damage cannot be repaired, then the Board shall have the authority to determine a fine ranging from \$100.00 to \$1,000.00. Owners are ultimately responsible for any damage caused and/or created by any resident, occupant or guest of their unit.

- 6. Water shall not be left running unattended or for an unreasonable or unnecessary length of time.
- 7. No Owner/Resident or agent thereof shall interfere in any manner with any portion of the plumbing, heating, air-conditioning or lighting apparatus which is part of the Common Elements and not part of the Resident/Owner's Unit.
- 8. No Owner/Resident shall use or permit to be brought into or stored in the buildings any inflammable oils or fluids such as gasoline, kerosene, naphtha, benzine or other explosives or articles deemed hazardous.
- 9. Portable grills, charcoal grills, gas grills and other open-flame devices shall not be operated on balconies, porches or patios. These must be located at least 10 feet from walls, roofs or combustible materials. Violators should be reported to the Houston Fire Department.
- 10. No garage sales will be permitted on the property.
- 11. No animals or birds are to be fed in the Common Areas with the exception feral cats which shall be fed only an authorized keeper.

## **Architectural Control**

- 12. No entrances, balconies or any other portions of the Common Elements (including patios or porches) shall be decorated by any Resident/Owner in any manner without prior written approval by of the Board of Directors. This includes but is not limited to tile or paint on porches, or balconies.
- 13. All window coverings must be white and are subject to approval of the Board. These includes, without limitation, a drape, blind, shade or shutter) that is visible from the exterior of the unit. Window treatments must be maintained in good

condition and must be removed or repaired if they become stained, bent, torn or damaged or are otherwise unsightly. All garden windows may be tastefully decorated.

- 14. No Resident/Owner shall install hard surface flooring (such as wood, tile or concrete) inside or outside of any upstairs unit without the prior written approval of the Board of Directors. An approved sound barrier must be installed with any hard surface flooring to prevent additional noise transmissions which shall disturb the Residents/Owners of other units. If the prior written approval of the Board is not obtained, the Owner/Resident may be required to remove such flooring.
- 15. Each Resident/Owner shall keep their residence in a good state of preservation and cleanliness including porches, balconies, stairways and patio enclosures. No object will be allowed on stairways or landings. Only plants and patio furniture may be kept on the porches, balconies and patio enclosures. Patio furniture must be approved by the Board of Directors. Plants that are not cared for and patio furniture which is weathered or not maintained may be removed at the discretion of the Board. The Board in its absolute and sole discretion shall determine what items may be kept on porches and balconies and/or what items must be removed.

Plants on all porches and balconies must be kept in saucers. All plants must be in decorative pots or planters and are permitted only in allowed areas and must be approved in writing by the Board. No umbrellas are allowed on porches or balconies. Hanging baskets may be allowed on patios, balconies and porches with the written approval of the Board.

- 16. Nothing shall be hung on the building, balconies, patios, porches, windows, stairways, fences or Common Elements. No towels, rugs, mops or clothing are allowed at any time.
- 17. No radio or television aerial or communication "dishes" shall be attached to the roof or hung from the exterior of a Building without written approval of the Board or Managing Agent (This will be removed at the expense of the Owner/Resident if written permission has not been given). It is the responsibility of the Resident/Owner to have the "dishes" removed when they are no longer in use. The Resident/Owner will be charged a removal

fee if Management has to have them removed.

- 18. All front doors and storage doors must be kept clean and free of dirt and mold. If doors have to be painted due to negligence, the owner/ resident will be charged for any expense incurred to insure a clean appearance. Owners are ultimately responsible for any damage created or caused by neglect by any resident or guest of their unit.
- 19. Patios, porches and balconies must be maintained in a clean, orderly, sanitary condition. These areas cannot be used as storage areas.
- 20. All storm doors that existed as of November 30, 2015, will be "grandfathered". All future storm door installation will be prohibited.
- 21. No shades, awnings, reflective window film, window guards, ventilators, fans or air-conditioning devices shall be installed or used in or about the Building, windows, Common Elements, balconies, patios or porches except such as shall have been approved by the Board. If the Owner/Resident fails to keep any such approved item or device in good working order, repair and appearance, the Board or Managing Agent may remove such item or device, charging the cost of removal to the Resident/Owner; and the item or device shall not be replaced until it has been put in proper condition, and only with the further written consent of the Board or Managing Agent. No interior window treatments shall be permitted if the Board determines that such treatments cause an unsightly distraction from the exterior appearance of Building.
- 22. Burglar Bars are prohibited.
- 23. No sign, sticker, notice, advertisement or decoration, or offensive item shall be inscribed or imposed on or projected from any window, door or other part of the Building, or in any Common Element, except such as shall have been approved in writing by the Board.

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

The display of political signs advertising a or modified. 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. painting of political sign 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 Political signs that violate the law are are prohibited. 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 motorist are prohibited.

- 24. Owner/Resident shall not replace any windows or window coverings without the Board's approval. Windows and screens must comply with the acceptable specifications. (see Managing Agent for specifications)
- 25. No plants will be allowed to grow adhering to the building, balcony, fences or stairway railings.

#### **Condominium Use**

- 26. No Resident/Owner shall produce or permit to be made any noises or noxious odors that will disturb or annoy the occupants of the Residence Units or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of others. No generators will be allowed on the property (no exceptions).
- 27. Remodeling, construction and repairs to a Unit may be done between the hours of 8AM and 6PM. Owners are responsible for daily clean up.

- 28. All trash (in plastic bags), refuse and <u>disassembled</u> paper cartons and boxes shall be deposited in the trash dumpster. No trash shall be stored or placed even temporarily on porches, patios, or General Common Elements/common areas. No appliances, furniture, mattresses, plants, carpet, wood, televisions, etc. shall be placed outside of a dumpster. None of these items are picked up by Waste Management. The Resident/Owner will be responsible for the cost of the removal of such item.
- 29. Residents/Owners will not sweep or throw, permit to be swept or thrown, or allow to fall from the doors, balconies, patios, porches or windows thereof, any dirt, other substance or thing.
- 30. Toilets and other water apparatus (including, without limitation, air-conditioning condensate drains, and water heaters) in the Residence Units shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags, paper, kitty litter, feminine products, ashes or any other article be thrown into the toilet, sink or tub. Any damage resulting from misuse or negligence in the maintenance of any toilet or other water apparatus (including, without limitation, air conditioning condensate drains and water heaters) shall be the liability of the Owner in whose Residence Unit it originated. The Owner is responsible for all cost and repair of damage caused to surrounding Residence Units and/or Common Elements. This includes any damage caused by faulty equipment, misuse, negligence or maintenance.
- 31. The Owner/Resident of each Residence Unit shall have the option to place with the Board and Managing Agent a passkey to respective Residence Unit, such passkey to be utilized by the Board and Managing Agent only for entry into such Residence Unit as provided by the Declarations or for such other purpose as may be authorized in writing by such Owner/Resident. In the event that an Owner/Resident elects not to furnish the Board and Managing Agent a passkey to Resident/Owner's Residence Unit, such election shall not alter or reduce the rights of entry granted to the Board and Managing Agent in the Declarations and in the event it becomes necessary for the Board or Managing Agent to exercise such rights of entry therein granted, the Board or Managing Agent is hereby authorized to

utilize methods as it may deem necessary to gain entry (including physical force, if necessary) and Owner/Resident hereby releases the Board or Managing Agent any liability for damages caused by such entry and agrees to indemnify and hold harmless the Board and Managing Agent from any claims arising therefrom. All costs for such access will be at the expense of the Owner/Resident.

- 32. If plumbing work is needed in a Residence Unit and the water to the Building needs to be shut off, Management must be contacted in order to give a minimum of 24 hours' notice to the Residents in the Building. If water to the Building is turned off, the shut off valve must be tagged indicating not to open the valve. Failure to tag the shut off valve could result in the Owner/Resident being responsible for any damage caused from non-compliance.
- 33. No Water Beds are allowed.

## **Parking**

- 34. No Owner/Resident shall use or permit any family, guest or invitee to use numbered/assigned parking spaces of other Owners/Residents. The Board and the Managing Agent shall have the right to remove such vehicles parking in violation of this rule at the expense of the respective Owners/Residents thereof. No vehicles are to be left unused for more than two weeks. These vehicles may be towed.
- 35. No vehicles shall be left standing in a parking space in a non-operative condition. All vehicles must have current registration and inspection stickers (subject to warning and towing).
- 36. No repairs shall be done to any vehicle in a parking space. This includes any fluid changing.
- 37. Vehicles in Guest parking spaces which are not in daily usage are considered stored and are subject to being towed at the Owner of the vehicle's expense.
- 38. An Owner/Resident shall not cause or permit the blowing of

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a horn of any vehicle in which he, his guests or family shall be occupants, approaching or in the parking areas serving the Building.

- 39. No trailers, boats, oversized recreational vehicles, campers, bicycles, or motorcycles are to be permitted on or in the Common Elements, except as may be parked or stored in areas designated by the Board or Managing Agent. No automobile belonging to an Owner/Resident, or to a member of a Resident/Owner's family, or employee or guest of an Owner/Resident shall be parked in such manner as to impede or to prevent ready access to the parking areas. The Owners/Residents, their employees, servants, agents, visitors, licensees and the Resident/Owner's family shall obey the parking regulations posted in the parking areas and any other traffic regulations published in the future for the safety, comfort and convenience of the Residents/Owners.
- 40. The speed limit on the property is 10 MPH.
- 41. Red curbs signify use by fire trucks and emergency vehicles. Do not park by red curb unless vehicle is attended and can be moved quickly.
- 42. Any vehicle in violation any of these Community Rules may be stickered, wheel-locked, towed or otherwise removed from the property by the Board, at the expense of the vehicle's owner. In addition to or in lieu of the foregoing, the Council shall be entitled to take any available legal action (including seeking mandatory injunctive relief) in the event of any violation of these Rules. The Council expressly disclaims any liability for damage to vehicles on which the Council exercises these remedies for Rules violations.

## **Pets**

43. No animals, other than normal fully grown household pets that weigh less than 25 pounds, shall be permitted at Woodvine Park. Pets may be kept or housed in the Building when expressly permitted in writing by the Board of Directors. Each Owner/Resident who desires to keep a pet in the Building shall apply in writing to the Board of Directors for permission to keep such pet, which permission shall not be unreasonably denied.

The Board of Directors will not approve any dangerous or aggressive breeds, as determined by the Board of Directors in its sole discretion. No non-domestic animal of any kind will be allowed as a pet. No more than a combination of three (3) cats or dogs per Unit shall be permitted.

In no event shall any pet be permitted in any of the public portions of the Building or on the grounds surrounding the Building unless restrained on a leash. Such leash shall not exceed 6 feet.

- 44. Pets shall be kept in a manner that does not disturb another Resident's rest or peaceful enjoyment of his or her Residence Unit or the Common Elements. No pet shall be permitted to bark, howl, whine or make other loud noises for extended or repeated periods of time.
- 45. Residents/Owners are responsible for any property damage, injury or disturbance his or her pet may cause or inflict. Resident/Owner shall compensate any person injured by his or her pet. Any Resident/Owner who keeps a pet on the property shall be deemed to have indemnified and agreed to hold harmless the Board of Directors, the Council and other Owners and Residents from any loss, claim or liability of any kind or character whatever resulting from any action of his or her pet or arising by reason of keeping or maintaining such pet on the property.
- 46. The Owner of any animals not meeting these rules shall remove the animal from the residence immediately.
- 47. Owners/Residents with pets are expected to pick up pet waste or face fines from \$25.00 to \$200.00 for each incident.

## **Pool and Pool Area**

48. The swimming pools, the dog park or other available recreational facilities and public areas may be used by Owners/Residents and their (accompanied) guests. The Owners/Residents and their guests must abide by the rules for these facilities and public areas as posted in the recreational and public areas or hereafter published by the Board of

Directors. (Children under age 14 must be accompanied by an adult).

- 49. City Ordinance requires the operator of a residential pool or spa to maintain an enclosure that consists of a man-made, permanently installed fence, wall or barrier completely surrounding and enclosing the residential pool or spa. (Section 43-33-Enclosure of aquatic structures). Failure to comply with this City Ordinance could result in a serious fine. GATES ARE TO BE LOCKED AT ALL TIMES.
- 50. No pets are allowed in the pool area at any time.
- 51. Our pools are located close to living quarters; therefore, <u>pool</u> <u>parties are not allowed.</u>
- 52. Pool noise and music shall be kept at a reasonable level, and/or according to the City of Houston Ordinance, Chapter 30, Section 1-10. Residents may call the police if necessary to control the noise.
- 53. Owners/Residents shall be held responsible for the action of their children, employees, agents, invitees, servants and their quests.

# **Leasing**

54. All owners are responsible for the instruction and supervision of their tenants, guests and /or children as to the provisions of the Woodvine Park Community Rules, By-Laws and Declarations.

All owners must provide a copy of said rules to their tenants. Owners are ultimately responsible for any damage or fines created or caused by any resident or guest of their unit.

# **Fines & Enforcement**

55. The Council will enforce the rules, regulations and restrictions in the interest of the community, including levying and collecting violation assessments (i.e., fines) for violations of the Declaration, Bylaws, these Rules and other dedicatory instruments of the Council.

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56. The Board of Directors of the Council shall give written notice to any Unit Owner violating any provisions of the dedicatory or other Rules Bylaws, these Declaration. instruments of the Council. Such written notice shall (i) describe the violation and state the amount of the proposed fine; (ii) state that not later than the 30th day after the date of the notice, the Unit Owner may request a hearing before the Board of Directors to contest the fine; and (iii) allow the Unit Owner a reasonable time, by a specified date, to cure the violation and avoid the fine unless the Unit Owner has been given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) month period. The Board of Directors may provide a copy of the notice as herein described to the occupant of the unit. After an affirmative decision by the Board of Directors, or after the expiration of thirty (30) days from the date of the written notice, the Council and/or its Board of Directors are hereby authorized to impose fines according to the following schedule for violations of any provision of the dedicatory Rules other or Declaration, Bylaws, these instruments of the Council:

First Violation \$25.00 to \$200.00

Second Violation \$50.00 Subsequent Violations \$100.00

The Council shall give the Unit Owner written notice of a levied fine not later than the 30<sup>th</sup> day after the date of levy.

The Council acting through its Board of Directors may impose lesser fines or no fine at all for violations of the Declaration, Bylaws, these Rules or other dedicatory instruments of the Council as determined by the Board of Directors in its sole and absolute discretion. In addition, the Council acting through its Board of Directors may impose daily fines for violations. The amount of any daily fine levied shall be determined by the Board of Directors in its absolute and sole discretion, but in no event shall the amount of a daily fine exceed \$25.00.

Unit Owners shall be liable to the Council for violations of the Declaration, Bylaws, these Rules and other dedicatory instruments of the Council by the Unit Owner, by an occupant of the Owner's unit (whether tenant; resident; or the Owner's, resident's or tenant's family, guests, employees, agents, or invitees), and for all costs incurred by the Council to obtain

compliance, including attorney's fees, whether or not suit is filed.

In addition to the foregoing, in the event these Community Rules are violated, the Council 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 Council shall be entitled to seek and collect reasonable attorney's fees, costs, and expenses incurred in the enforcement of the Declaration, Bylaws, these Community Rules and other dedicatory instruments of the Council.

# **Dispute Resolution**

57.Any Owner or Resident with a dispute with a neighbor should first attempt to resolve the problem on a friendly basis. The Council, Board of Directors or Managing Agent, cannot be involved in disputes and will not intervene in personal disputes. If you cannot resolve the problem, contact the Harris County Dispute Resolution Center, phone 713-755-8274.

## **Complaints**

58. Complaints regarding the service of the Buildings and grounds or actions of other Owners/Residents shall be made in writing to the Board or Managing Agent. A form is available in the office or on the Woodvine Park Website <a href="https://www.woodvinepark.com">www.woodvinepark.com</a>. No action will be taken unless requests/complaints are made in writing.

# **General**

59. Any consent or approval given under these Community Rules by the Board of Directors shall be revocable at any time.

These Community Rules may be added to, amended, or repealed at any time by the Board of Directors.

#### **EFFECTIVE DATE**

• These Community Rules are being recorded in the Public Records of Harris County, Texas pursuant to the requirements of Section 202.006 of the Texas Property Code.

#### FILED FOR RECORD

8:00:00 AM

Tuesday, November 5, 2019

COUNTY CLERK, HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

# THE STATE OF TEXAS COUNTY OF HARRIS

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

Tuesday, November 5, 2019

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COUNTY CLERK HARRIS COUNTY, TEXAS