

# RULES AND REGULATIONS

## KINGWOOD VILLAGE ESTATES

### (Windsor and Wilshire)

Words and phrases used in these rules and regulations have the meaning ascribed to them in the Kingwood Village Estates Declaration of Condominium.

References to owner(s) in the rules and regulations also applies as appropriate, to their tenants, lessees and guests, each of whom are also obligated to comply with these rules and regulations. Ref: Rule #46.

1. The green spaces and walkways around the buildings and parking areas, elevators and stairways of the buildings, and hallways and entrances to apartments shall not be obstructed or used for any purpose other than ingress and egress from the buildings or apartments.
2. Any resident, whether owner or non-owner, moving in or out of KVE must notify the KVE Manager of the moving date and time. Doors must not be left propped open while unattended.
3. No articles shall be placed or allowed to remain in the entrances, hallways, stairways to the building, or on the walkways or green spaces around the building, or anywhere on the general common elements except by the Board of Directors or with the Board of Directors' written consent.
4. No articles shall be hung or shaken from the balconies or windows. No clothing or other articles shall be hung in or from the balconies, windows, fences or the general common elements.
5. Children are to be under adult supervision at KVE. See Item #28.
6. No owner shall produce or permit to be made, in his or her apartment or in the common elements, any noises or noxious odors that will disturb or annoy the occupants of the apartments or do or permit anything to be done therein which will interfere with the rights or conveniences of other owners. The determination of whether an action or condition disturbs or annoys the occupant of an apartment shall be made by the Board of Directors and shall be based upon the standard of a person of ordinary sensibilities in a 55+ facility such as KVE.
7. Any owner may decorate and redecorate his unit (but not the common elements) so long as the improvements or alterations are non-structural. If the improvements or alterations involve or affect common elements, an owner must first obtain approval from the Board of Directors before making any improvements or alterations. Any damage to the common area or any work not approved by the Board may subject the Owner to pay costs of removing the improvement or repair. (Sec. 2.2 of the Declaration).
8. If noise will result from any work to be performed pursuant to paragraph (b), above, such work is restricted to the hours of 8:00 a.m. until 4:30 p. m on normal working days excluding holidays, Saturdays and Sundays. Work is not permitted on Saturdays and Sundays. Every effort will be made by owners to insure that disturbing noise is minimal. All contractors, service personnel, subcontractors, material men, workers, etc. will be required to check in with the managing agent to obtain security clearance to the building and apartment and coordinate their

work with the managing agent. For this reason the resident should notify the KVE Manager when expecting any scheduled worker, so the Manager can then contact the gate guard to be sure the worker receives proper instructions on where to proceed (the office or resident's unit). If a resident fails to notify the manager the worker will be required to go directly to the office, possibly delaying this work if the agent is not present at the office at this time.

9. Owners, their families, guests, servants, employees, agents, visitors or licensees, or contractors shall not at any time or for any reason enter or attempt to enter the attic area under the roof without contacting the KVE Manager.
10. Each apartment building has one (1) elevator. Contact the KVE Manager before using elevators for handling large objects or materials that may interfere with other owner's use of the elevators or may require the installation of protective pads.
11. No owner shall do any act, or place any object, in his or her apartment, which would create a structural hazard or endanger the structure of the building or adjacent apartments. Subject to Manager / Board of Directors' approval.
12. No portion of the general common elements shall be decorated by any owner in any manner without prior consent of the Board of Directors or the managing agent except as provided in Section 2.5 of the declarations.
13. No shades, awnings, reflective window film, window guards, ventilators, umbrellas, bird feeders and decorations or window unit air conditioning devices shall be installed or used in, on, or about, the building general common elements, limited common elements or balconies, except as shall be approved by the Board of Directors or managing agent. If an owner shall fail to keep any approved device at work in good order, repair and appearance, the Board of Directors or the managing agent may remove such device or work after 10 days' notice, charging the cost of removal to the owners. After removal, such device or work shall not be replaced until it is put in proper condition and written consent is obtained from the Board of Directors or the managing agent.
14. Signs, notices, posters, advertisements or decorations shall not be inscribed, imposed on or projected from any window, door or other part of the building including your balcony, except as have been approved in writing by the Board of Directors or the managing agent. This also includes areas within the building i.e. bulletin boards and elevators. No one is to remove such approved notices without permission.
15. Radio or television antennas or wiring shall not be attached to or hung from the exterior of the building without written approval from the Board of Directors or managing agent. Installations of other machines on the exterior of the buildings are not permitted. No improvement or device shall be permitted to penetrate into or extend through any perimeter wall or roof without the prior written consent of the Board of Directors or managing agent.
16. Dumpsters are provided in designated areas for the disposal of trash and each resident is responsible for depositing all trash in the dumpster. Garbage will be disposed of through the disposal unit in each kitchen, (use only cold water while the disposal is running and for a short time thereafter). In the event that a recycling program is implemented by the Board of Directors, each resident shall sort recyclable materials designated by the Board of Directors from other trash and deposit such materials in the designated location.
17. Each owner shall keep his or her apartment (Sect 2.1c) and garage, if applicable, in good, clean condition and repair. No owner shall sweep or throw trash or debris from a balcony or from a

door or window or allow any trash or debris to be swept or thrown from the balcony or a door or window of the owner's apartment or by any other person.

18. Damage to any building or general common element caused by an owner or an owner's guest, invitee, tenant, relative or agent, the owner shall be responsible for the payment of all costs and expenses incurred by the Council of Owners as a result of such damage.
19. An owner shall not interfere in any manner with any portion of the plumbing, heating, air conditioning or lighting apparatus, which is part of the general common elements and not part of the owner's apartment.
20. Owners shall not use, or permit to be brought into or stored in the building or limited common elements, any flammable oils or fluids such as gasoline, kerosene, naphtha, propane, benzene, or other explosives or articles deemed extra hazardous to life, limb, or property, without in each case obtaining written consent of the Board of Directors or managing agent.
21. An owner who has purchased a garage with a unit shall not also be assigned a covered parking space. An owner shall not use, nor permit his family, guest or invitees to use, the parking spaces of other owners. Owner's vehicles are not permitted in Guest parking in the front of either building except for transferring packages (i.e. groceries). No owner shall remain in Guest Parking for longer than one hour. If a vehicle is wrongfully parked in a parking space designated for guest parking, the vehicle may be towed at the direction of the Board of Directors or managing agent at the expense of the owner of the vehicle, upon notice as required by law. If a vehicle is wrongfully parked in an owner's designated parking space, the owner should contact management.
22. The doors of garages shall be kept closed and locked at all times other than entry and exit. The owner is responsible for keeping the garage neat and orderly. No flammable liquids including propane and no trash or debris shall be kept or stored in a garage. The owner is responsible for maintaining and keeping the garage door and equipment used to mechanically raise and lower the garage door in good condition and repair. The owner shall replace such garage door and equipment if necessary.
23. No inoperable vehicle shall be kept or parked in a parking space for more than seventy-two (72) consecutive hours. For purposes of these rules, a vehicle shall be deemed to be inoperable if it does not display all required licenses and permits, it does not have fully inflated tires, it cannot be legally operated on a public street, or it is covered or partially covered with a tarp or similar type of material. No maintenance or repair work shall be performed on any vehicle anywhere within the development.
24. Trailers, boats, recreational vehicles, campers or motorcycles are not permitted on or in the general common elements, except as may be parked or stored in areas designated by the Board of Directors or managing agent. An additional charge may be made for vehicle storage, if permitted.
25. No vehicle shall be parked in a fire lane at any time or in a manner that obstructs or impedes ingress to or egress from the development or an owner's designated parking space. Owners shall obey all parking regulations in the parking area.
26. Generally recognized domestic household pets (dogs, cats, birds) may be kept or housed when expressly permitted in writing by the Board of Directors or Managing Agent. Cats and birds may be kept or housed on all floors. Dogs may be kept or housed in a ground floor apartment only. Each owner must apply in writing to the Board of Directors or Managing Agent for permission to keep a pet in his or her apartment. Pets may not be kept in the buildings without written

permission of the Board of Directors or Managing Agent. In addition, the following procedures and rules must be complied with:

- a) Pets are not allowed in or on any general common elements, such as the swimming pool, exercise room, lobbies, kitchens, guest suites, party rooms, meeting rooms, etc.
  - b) Except within an apartment, pets must be carried or kept on a short leash and attended by a responsible person. Pets are not permitted to be tied or left unattended on a patio/balcony.
  - c) Each owner who keeps a pet in a building shall indemnify and hold all other owners, Council of Owners, the Board of Directors, the managing agent and staff harmless from and protect them against any loss or liability of any kind or character arising from or as a result of having a pet in a building.
  - d) Each owner shall be responsible for the expense of cleaning or repairing any soilage of damage to any portion of the building by such owner's pet(s).
  - e) If a pet disturbs other owners by running and jumping within any apartment, by barking or biting, or in other ways becomes obnoxious or creates a nuisance, the managing agent will give notice to the owner, and if such annoyance is not stopped or corrected, the Board of Directors or managing agent may revoke their permission to keep the pet in the building, and the pet shall be removed immediately.
  - f) All dogs and cats must have been inoculated within the last six (6) months for rabies, DHLP, and Parvo with verifications maintained in the managing agent's office. No more than one (1) dog or two (2) cats or two (2) birds may be kept in any apartment.
  - g) Pets will not be walked on the terrace in front of a building.
  - h) Pets shall not be maintained in the building or any apartment for commercial purposes, and
  - i) These rules apply equally to guests and their pets.
27. Owners shall not engage employees of the Council of Owners or managing agent for private business during working hours without written prior consent of the managing agent. These employees may be hired in off hours to attend to your private needs.
28. The swimming pool, exercise room, lounge and other available recreational facilities are available for use of owners and their guests at their own risk. Rules for the use of recreational facilities are posted in each area, and owners and their guests must abide by all recreational rules. Failure will result in a forfeiture of the right to use such facilities for a period of time to be determined by the Board of Directors. Owners are not permitted to have guests in the recreational areas unless accompanied by owner. All children in these areas must be accompanied by an adult.
29. Water closets or other water apparatus in the building shall not be used for any purpose other than those for which they were designed. Nor shall sweeping, rubbish, rags or any other article be kept therein. Any damage resulting from misuse of any water closets or other apparatus in an apartment shall be repaired and paid for by the apartment owner.

30. Parking vehicles in the designated covered spaces, the garage purchased by the owner, or the other parking spaces will be at the owner's risk. Neither the Council of Owners nor any of its employees shall be responsible for any personal property which is left in a vehicle. If any key or keys are entrusted by an owner (or by any member of his or her family or by his or her agent, servant, employee, licensee or visitor) to an employee of the Council of Owners or managing agent, whether for such owner's apartment or vehicle, the acceptance of the key shall be at the sole risk of such owner, and the Council of Owners, Board of Directors or managing agent shall not be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.
31. Every owner must perform promptly all maintenance and repair work within his or her own apartment, which (if omitted) would affect the building in its entirety or any part belonging to any other owner. Every owner of a garage must perform promptly all maintenance and repair work with his or her garage. Each owner shall be responsible for the damages and liabilities that arise from his or her failure to promptly perform all necessary maintenance and repair work on his or her own apartment or garage.
32. Owners and their guests shall comply with all security procedures implemented by the Board of Directors or the managing agent.
33. An owner shall be responsible for the negligent and intentional acts of his/her children and grandchildren. An owner shall be responsible for the negligent, but not intentional acts of his / her employees, agents, invitees, servants and guests. See Rule #4.
34. Consents or approval given pursuant to these rules and regulations by the Board of Directors or KVE Manager may be revoked at any time.
35. Complaints regarding maintenance and service for the building or grounds, actions of other owners, or other problems shall be in writing and addressed to the Board of Directors, this may be done directly or through the managing agent.
  - a) A meeting room may be used only if a reservation is made through the managing agent; a meeting room may not be reserved more than forty-five (45) days in advance. A security deposit of \$50.00 shall be required to hold a reservation for a meeting room. The Board of Directors or the managing agent may be required to adjust this deposit from time to time.
  - b) The owner must be present at the function and will be responsible for all actions and damages by owner's guests, servants and invitees. The owner shall exercise due care to minimize noises so as not to disturb other owners. The Board of Directors or managing agent may restrict or prohibit music in the meeting rooms. Strobe lighting is not permitted in the meeting rooms. Owners will contain their parties within the reserved areas.
  - c) If the managing agent deems it necessary, owners may be required to maintain a security guard on duty in the meeting room from one-half hour before the meeting officially begins until after the last guests have departed. There will be a charge for security guards, and arrangements for security guards must be made through the managing agent.
  - d) If a morning or afternoon function is held, the meeting room will be cleaned and in order by the owner immediately following its use. When a function is held during the evening, the owner must have cleaning completed by no later than 10:00 a.m. the following day. Council of Owners' personnel is available upon request at an hourly

rate to be determined by the managing agent. If a meeting room is not properly cleaned after use and restored to the condition it was in prior to the function, all or a portion of the owner's deposit shall be forfeited. Should the amount of damage(s) exceed the owner's deposit, the owner will be responsible for the excess costs.

- e) Functions and the use of a meeting room shall end by 11:00 p.m. (with the exception of New Year's Eve, on which date functions shall end by 2:00 a.m. on the following morning).
  - f) The owner who reserves a meeting room for a private function is responsible for assuring that the number of persons attending the function never exceeds the occupancy number posted in the meeting room.
36. In no event shall any owner or other person be permitted to wash a vehicle in any area of the property, including the garage, driveway, or general common area
37. Parked vehicles must fit into the standard 9' X 20' parking space or garage assigned. Vehicles shall not be parked so as to take up more than one parking space, or extend beyond the assigned parking space. Vehicles shall not be parked so as to interfere with the use of any owner of resident of his or her assigned parking space.
38. Residents who have been granted approval by the Board of Directors to place plants on the balcony of their apartments will take care, when watering so that the water does not drip onto the balconies of other apartments below. If over watering creates a problem for other owners, the resident of the apartment creating such problem will be required at his or her own expense to install scuppers to correct the problem. When hurricane watches or other indications of a hurricane or storms of any nature are in effect, the resident of any apartment having plants on a balcony will immediately move such items into his or her apartment.
39. Any owner must furnish the KVE Manager with a certificate of liability insurance, naming the Council of Owners and managing agent as additional interest thereunder.
40. Use of the swimming pool will be restricted to the hours of 9:00 am until 10:00 pm. Children are not allowed in the swimming pool area unless supervised by a parent or authorized adult. Owners are responsible for the action of their guest at all times. Swimmers must wear appropriate attire. Owners using the pool area will dispose of all refuse in trash containers and keep the pool area clean and orderly. Glassware of any kind, running, pushing, wrestling, ball playing, and/or undue disturbances are not permitted in the pool area. Music that is played loud enough to be heard by other owners occupying the pool area is not permitted. Strobe lighting (pulsating/flashing) is not permitted in the pool area. Parties in the pool area must end by 10:00 p.m. No more than four (4) guests per apartment are allowed in the pool without reservations. Swimming is at each person's risk. There is no lifeguard on duty.
41. Guest parking is to be in designated areas only.
42. Owners, residents, and guests shall not tip building or managing agent employees for the services that they are employed to provide. The employee Christmas fund may be used to show appreciation in lieu of tipping.
43. Owners, residents, and guests shall not use profane language in, on or around the general common elements. Neither shall they threaten or verbally abuse other owners, residents or guests, or the employees or agents of Council of Owners or managing agent.
44. Referring to Article IV, Section 4.4 of the declaration, common expense charges are due and payable annually, in advance, and owners are responsible for paying common expense charges

on January 1 of each year or a prorated annual fee due when an apartment is purchased during a calendar year. At the discretion of the Board of Directors, one-twelfth (1/12) of the annual payment may be paid monthly in advance as long as the payments remain current.

45. Smoking is not permitted in the interior common areas, i.e. the lobbies, hallways, elevators, athletic room, guest suites, party rooms, and/or meeting rooms. If smoking within units or balconies affects other units or common areas, owners should be made aware. Windsor is an entirely smoke free building due to the fact that owners HVAC systems cool common areas.
46. In the event that any owner elects to have security equipment installed in his or her apartment, such equipment shall include only silent alarms rather than audible alarms. Additionally, the managing agent must be provided information to permit disarming the system if necessary.
47. The Council of Owners may charge an owner for preparation of a Resale Certificate and Statement of Unpaid Assessments and for furnishing copies of the Declaration, bylaws and association rules in connection with the resale of a unit. The fee shall be set by the Board of Directors and may be adjusted from time to time.
48. References to owner(s) in the rules and regulations, also applies as appropriate, to their tenants, lessees and guests, each of whom are also obligated to comply with these rules and regulations.
49. Rules of Fining:
  - a) **Background:** These fining rules are based upon the provisions of the Texas Uniform Condominium Act (TUCA), Chapter 82, and Texas Property Code.
  - b) **Policy:** The Board of Directors uses fines to discourage violations of the Governing Documents, and to encourage compliance when a violation occurs – not to punish violators or generate revenue for the Council of Owners. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Board of Directors for enforcing the Governing Documents. The Board of Directors use of fines does not interfere with the exercise of other rights and remedies for the same violation. Nor may the Board of Directors use fines to the exclusion of other remedies.
  - c) **Owner's Liability:** An owner is liable for the fines levied by the Board of Directors for violations of the Governing Documents by the owner, the occupants of the unit, and the relatives, guests, employees, and agents of the owner and occupants. Regardless of who commits the violation, the Board of Directors will direct its communications to the owner, although the Board of Directors may send copies of its notices to the unit occupant or actual violator.
  - d) **Violation Notice:** The Board of Directors' written violation notice will contain the following items: (1) the date and description of the violations; (2) a reference to the rule or provision that is being violated, (3) a description of the action required to cure the violation; (4) the amount of the fine; (5) a statement that not later than the 30th day after the date of the violation notice, the owner may request a hearing before the Board of Directors to contest the fine, and (6) the date the fine attaches or begins accruing (the "Start Date"), subject to the following:
    - (1) **New Violation:** If the owner was not given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months, the notice will state a specific date by which the violation must be cured to avoid the fine, if the violation is ongoing or continuous. If the violation is not ongoing, but is instead

sporadic or periodic, the notice must state that any future violation of the same rule may result in the levy of a fine.

- (2) Repeat Violation: In the case of a repeat violation, the notice will state that, because the owner was given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months, the fine attaches from the date of the violation notice.
- e) Right to Hearing: An owner may request in writing a hearing by the Board of Directors regarding the alleged breach of the Governing Documents. The Board of Directors will schedule a hearing within 30 days after receiving the owner's written request. At the hearing, the Board of Directors will consider the facts and circumstances surrounding the alleged violation. The owner may attend the hearing in person, or may be represented by another person or written communication.
- f) Violation Hearing: To request a hearing before the Board of Directors, an owner must submit a written request to the Board of Directors within 30 days after the date of the violation notice. Within 10 days after receiving the owner's request for a hearing, the Board of Directors will give the owner notice of the date, time, and place of the hearing. The hearing will be scheduled for a date with 30 days from the date the Board of Directors receives the owner's request, and should be scheduled to provide a reasonable opportunity for both the Board of Directors and the owner to attend. Pending the hearing, the Board of Directors may continue to exercise its other rights and remedies for the violation. The hearing will be held in a closed or executive session of the Board of Directors. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The owner may attend the hearing in person, or may be represented by another person or written communication. No audio or video recording of the hearing may be made. The minutes of the hearing must contain a statement of the results of the hearing and the fine, if any imposed. A copy of the violation notice and request for hearing should be placed in the minutes of the hearing. If the owner appears at the meeting, the notice requirements will be deemed satisfied.
- g) Levy of Fine: Within 30 days after levying the fine, the Board of Directors must give the owner notice of the levied fine. If the fine is levied at the hearing at which the owner is actually present, the notice requirement will be satisfied if the Board of Directors announces its decision to the owner at the hearing. Otherwise, the notice must be in writing. In addition to the initial levy notice, the Board of Directors will give the owner periodic written notices of an accruing fine or the application of an owner's payments to reduce the fine. The periodic notices may be in the form of monthly statements or delinquency notices.
- h) Amount: The Board of Directors may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Board of Directors may establish a schedule of fines for certain types of violations. If circumstances warrant a variance from the schedule, the Board of Directors will document the reasons for the variance in the minutes of its meeting. The amount and cumulative total of a fine must be reasonable in comparison to the violation, and should be uniform for similar violations of the same provision of the Governing Documents.



- i) **Type of Levy:** If the violation is ongoing or continues, the fine may be levied on a periodic basis (such as daily, monthly, or quarterly), beginning on the Start Date. If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis.
- j) **Collection of Fines:** The Board of Directors is not entitled to collect a fine from an owner to whom it has not given notice an opportunity to be heard. The Board of Directors may not foreclose its assessment lien on a debt consisting solely of fines. The Board of Directors may not charge interest or late fees for unpaid fines.
- k) **Effective Date:** These Fine Rules will become effective 10 days after the Board of Directors delivers a copy of these Rules to an owner of each unit on the records of the Board of Directors.
- l) **Amendment of Policy:** The Fining Rules will remain effective until 10 days after the Board of Directors delivers to an owner of each until notice of amendment to or revocation of these Rules. The notice may be published and distributed in a board of director's newsletter or other community-wide publication.

These rules and regulations may be added to, amended, or revoked at any time by the Board of Directors. In the event of any conflict between the terms and provisions of these rules and regulation, the declaration, the articles of incorporation of the Council of Owners, the bylaws or applicable law, the following shall control in order of priority, the former over the subsequent item: applicable law, the declaration, the articles of incorporation, the bylaws, then last the rules and regulations.

Edited 08/14