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### SECRETARY'S CERTIFICATE

for  
file

The undersigned, being the Acting Secretary of Sagemont Park Townhouses Association ("Association"), hereby certifies that the following attached documents were adopted by resolution of the Board of Directors of the Association on the 24<sup>th</sup> day of April, 2017, and represent true and correct copies of dedicatory instruments, as that term is defined by Section 202.001(1) of the Texas Property Code:

- 1. Rules and Regulations of the Association
- 2. Parking Rules and Regulations
- 3. Swimming Pool Rules and Regulations

Said documents apply to all real property and improvements thereon as described in the Declaration of Townhouses for Sagemont Park Townhouses Association, recorded under Instrument No. D813164 of the Records of Harris County, Texas, as amended, supplanted and/or otherwise modified.

*Margaret Johnson*  
 \_\_\_\_\_  
 Margaret Johnson

THE STATE OF TEXAS     §  
   §  
 COUNTY OF HARRIS       §

This instrument was acknowledged before me on the 22<sup>nd</sup> day of MAY  
 2017, by MARGARET JOHNSON.

*Beatrice Enanga Lyonga*  
 \_\_\_\_\_  
 Notary Public in and for the State of Texas



AFTER RECORDING, RETURN TO:

Gregg & Gregg, P.C.  
 16055 Space Center Blvd, Suite 150  
 Houston, Texas 77062

RP-2017-262119

# Sagemont Park Townhouses Rules and Regulations

## I. Preamble

**WHEREAS**, the Sagemont Park Townhouse Association (hereafter "the Association") is responsible for governance and maintenance of the Sagemont Park Townhouse development, located in Hams County, Texas (hereinafter "the Community"), and

**WHEREAS**, All owners, guests and lessees, shall comply with all conditions of the Declaration, By-Laws, and the rules and regulations, and

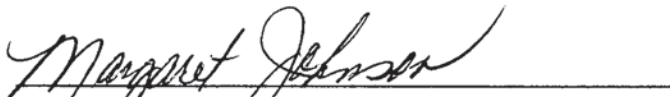
**WHEREAS**, any of these Rules and Guidelines are violated, the Association may, after providing notice and an opportunity to be heard, bring an action to enforce these Rules and Guidelines in the same manner that any other violation of the governing documents, restrictive covenants, or other rules may be enforced including a request for civil damages, injunctive relief and/or declaratory relief, and

**WHEREAS**, any term or provision within these Rules and Guidelines is determined to be invalid or unenforceable, the remaining terms and provisions shall not be affected by such determination, and the same shall remain in full force and effect, to the greatest extent possible. *If there are any questions, Texas Law is superior, followed by the Sagemont Townhouse Association Declaration, then Bylaws, then these Rules and Regulations, and*

**WHEREAS**, the Board of Directors is the duly constituted body charged to develop and enforce these rules,

**BE IT RESOLVED**, the following Rules and Guidelines are adopted by affirmative vote of the Board of Directors, **April 24, 2017**, at the regularly called meeting of said Board of Directors.

Signature:



Margaret Johnson, Acting Secretary

## Association Records

All owners must complete an information sheet within the first 30 days of ownership and adjust within 30 days of any changes (such as a new tenant). Owners must also verify the information annually, usually at the end of the year. One sheet is required for each unit owned.

Owner information sheets can be obtained from the Management Company

Any owner who wishes to sell their unit must obtain a Resale Certificate from the management company. The management company will provide the certificate within ten (10) days of a written request. Any fees associated with a Resale Certificate are the responsibility of the requesting party.

## Fines, Delinquent Assessments, and Application Of Payments

1. Fines for any infraction are as follows:
  - a. Late fee - Any payment made after fifteen (15) days of the due date (first of the month) will incur a twenty five dollar (\$25) late fee and if payment is made after the last day of the month will also incur an eight percent (8%) interest rate per annum.
  - b. Parking fees - Vehicles illegally parked risk towing at the owner's expense **AND** a violation fee of FIFTY dollars (\$50).
  - c. Rules Violations - One warning will be issued and if not corrected or if the violation is repeated, a fee of FIFTY dollars (\$50) shall be assessed for any owner who violates any rule herein listed. Failure to rectify to the Board of Directors satisfaction will cause the fee to be charged each month until satisfied.
2. Any attorney's fees incurred in collection matters will be the obligation of the owner whose assessments are or were past due, whether or not suit is filed or foreclosure proceedings are instituted
3. According to Texas Law (PROPERTY CODE TITLE 11. RESTRICTIVE COVENANTS, Sec. 209.0063 (a).a payment received by a property owners' association from the owner shall be applied to the owner's debt in the following order of priority:
  - a. any delinquent assessment;
  - b. any current assessment;
  - c. any attorney's fees or third party collection costs incurred by the association associated solely with assessments or any other charge that could provide the basis for foreclosure;
  - d. any attorney's fees incurred by the association that are not subject to Subsection (3);
  - e. any fines assessed by the association; and
  - f. any other amount owed to the association

According to Texas Property Code, Chapter 11 (Restrictive Covenants) Section 209.0063(b), an owner who is delinquent and negotiates a payment plan to pay off these fees and then defaults that plan, the Board may identify their own priorities.

### Insurance

1. All owners of their townhouse must purchase, at their own expense, coverage against any loss or damage by fire, wind and any other hazard in the amount sufficient to cover full replacement cost.
2. In the event of a failure of the owner to provide proof, to the satisfaction of the Board of Directors of the Association, the Association is authorized to purchase insurance on behalf of the owner and charge that owners account the cost of that insurance.
3. Premiums for insurance obtained by the Board of Directors on individual townhouse(s) shall be an expense of the specific townhouse(s) and a debt owed by the owner to the Association. The debt shall be charged to the land and a lien to secure its payment is created.
4. The debt shall be come a personal obligation of the owner and if not paid within thirty (30) days shall bear 8% interest and be foreclosed in the same manner as liens for maintenance assessments.
5. In addition to this insurance, any owner, if he/she wishes, at his/her own expense, liability, theft and other insurance covering personal property and loss.
6. In the event the proceeds are insufficient to pay all the costs or repairing and/or rebuilding to the same condition as formally, the Board of Directors shall levy a special assessment against all owners of the damaged townhouse(s) in the proportion as the Board of Directors deem fair and equitable.

### Common Elements

*According to the Association Declaration and Bylaws, the common elements (roads, pools, parking areas, exterior surfaces, roofs, entrances, lawn areas, etc) are to be used for their intended purposes only. The following activities are restricted:*

1. The property is for residential purposes only and excludes any and/or all commercial uses are expressly prohibited.
2. No structure of temporary nature, including trailers, tents shack, garage, barn, etc., may be used on any portion of the property at any time as a residence, either temporarily or permanently.

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3. Televisions, pianos, radios, and other musical devices shall be played so as not to disturb other residents
  4. No advertising sign except two "For Rent", "For Lease" or "For Sale"- signs of not more than five square feet each shall be displayed, and from interior windows only. No billboards, promotional flags, unsightly objects, or other nuisances are allowed. In addition, one political sign of the same dimensions noted above is permitted.
    - a. A maximum of two (2) alarm/security company signs are permitted; one (1) in front of the unit and must be within five (5) feet of the unit's front door and one (1) in the back of the unit within five (5) feet of the unit's back gate. The unit owner is solely responsible for the signs and the Association, management company, contractors, etc. are not liable for any damaged or missing signs placed in the common area.
  5. No tin foil, cardboard, plywood, alcoholic beverage containers or other unsightly or offensive items shall be displayed from any window
  6. No garbage or trash shall be placed or kept on any lot or common area except in designated trash closets or common area containers approved by the Board of Directors. No personal articles or property such as toys, bicycles, tricycles, furniture of any type or other items of personal nature shall be left or stored in any common area of the property.
  7. Drying of clothes shall be confined to individual patios and must be kept screened by adequate planting or fencing so as to not be seen from neighboring lots or streets.
  8. No owner shall permit anything or condition to exist upon any Lot or common area which shall induce, breed, or harbor plant diseases, noxious insects, rodents or snakes.
  9. No person shall be allowed access to the roofs unless prior written consent is obtained from the Board of Directors.
  10. No landscaping, building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor any exterior addition or modification until plans and specifications are submitted and approved by the Board of Directors.

### Pets

1. No animals shall be raised, kept, bred, or harbored on any lot or other portion of the property except dogs, cats, and other common household pets. (No snakes, livestock, poultry, etc.) The Board of Directors shall have the sole determination of acceptable animals as pets.

2. A total of two adult animals may be kept provided they are not kept, bred or maintained for commercial purposes
3. No animal or bird shall be allowed to make an unreasonable amount of noise or to become a nuisance.
4. No structure for the care, housing or confinement of any animal or bird shall be maintained so as to be visible from neighboring property.
5. Each pet owner will be responsible for complying with local and state laws regarding pets including the law that states that your dog must be on a leash.
6. Each pet owner will be responsible for removing their pet's waste/excretion from the common areas.

### Satellite Dishes and Antennas

#### **1. Installation Rules**

Without prior written authorization of the Board of Directors, no television or radio antennas of any sort shall be allowed on any portion of the exterior of the improvements located on property. No antennas or other device for the transmission or reception of television or radio signals, or any form of electromagnetic radiation shall be erected.

#### **2. Size and type**

- a. Direct broadcast satellite dishes and multipoint distribution dishes that are one meter or less in diameter may be installed. Dishes and other antennas measuring more than one meter are prohibited.
- b. Antennas designed to receive television broadcast signals may be installed, provided that such antennas do not exceed one meter in diagonal measurement.
- c. Installation of transmission antennas are prohibited.
- d. All antennas not covered by the aforementioned FCC Rules are prohibited.

#### **3. Location**

- a. If acceptable quality signals may be received by placing antennas inside a dwelling, without reasonable delay or unreasonable cost increase to the antenna owner, outdoor installation may be prohibited.
- b. Dishes and antennas shall be located in a place shielded from view from the street and from other lots to the maximum extent possible.
- c. Dishes and antennas shall be installed solely on individually-owned property and shall not encroach upon common areas or any other owner's property.

#### **4. Installation**

- a. Dishes and antennas shall; be installed in the least visible location, to the greatest extent possible, while allowing for the reception of an acceptable quality signal. Dishes and antennas shall be installed no higher than is absolutely necessary for reception of an acceptable quality signal.
- b. All installations shall be completed in such a manner that no damage is

caused to the common areas of the Association or the property of any other resident Every installation shall be completed in a manner which does not void or jeopardize any warranty of the Association or any other owner, or in any way impair the structural integrity of any building, common area or improvement

- c. Antenna owners are responsible for all costs associated with their respective dish or antenna, including but not limited to costs associated with the following
- d. Installing, replacing, repairing, maintaining, moving and/or removing an antenna,
- e. Repairing damages to the common property, other lots, and any other property damaged during the installation of a dish or antenna, or in the regular maintenance or use of an antenna,
- f. Paying medical and/or other expenses incurred by persons injured by a dish or antenna, and, Reimbursing residents and/or the Association for damages caused, by installation, maintenance or use of an antenna.
- g. Dishes and antennas shall be installed and secured in a manner which does not jeopardize the structural integrity or safety of any building and/or structure, and which does not create a safety hazard for any person

**5. Maintenance**

- a. Owners shall not permit any dish or antennas to fall into disrepair or to become safety hazards
- b. Owners shall be solely responsible for dish or antenna maintenance and repair
- c. Owners shall be solely responsible for repainting or replacement of a dish or antenna, if the exterior surface of same deteriorates and/or becomes unsightly

**6. Antenna Camouflaging**

- a. Dishes situated on the ground and visible from the street or from other lots must be screened or concealed by existing landscaping or fencing. If no such landscaping or fencing exists, the Association may require the owner of the dish to be screened by new landscaping or other screening of reasonable cost Nothing herein required shall prevent the reception of an acceptable quality signal
- b. Unless an antenna manufacturer asserts that painting may prevent the reception of an acceptable quality signal, dishes antennas **and all visible** wiring must be painted to match the color or the structure to which such item is attached

**7. Association Maintenance of Locations upon Which Antennas Are Installed**

- a. The Association shall not be responsible for the maintenance of any dish or antenna Any dish or antenna installed in an area maintained by the Association remains the sole responsibility of the antenna owner Owners shall not install any dish or antenna in any manner which is likely to result in increased maintenance costs for the Association or for other residents If such additional maintenance costs should occur, the antenna owner shall be solely responsible for same, and shall reimburse the Association for such additional costs
- b. If regular Association maintenance requires dish or antenna removal, the Association shall provide owners, with 10 days written notice Antenna owners shall be responsible for removing dishes or antennas before such regular

maintenance begins *if* owners do not remove such items within the requested time, the Association may do so at the owner's expense The Association shall not be liable for any resulting damage to dishes or antennas

## Sagemont Park Townhouse Parking Rules and Regulations

An Excerpt from the "Declaration of Covenants, Conditions, and Restrictions" **Article VIII, Section 11 Parking of Vehicles**: "No owner, member of his household, guest or invitee shall park any vehicle at any place on the properties, either in the garage located on Owner's Lot, for a period of time exceeding twenty-four (24) hours without first obtaining the written consent of the Board of Directors of the Association. No vehicle shall be parked on the streets or driveways in such a manner that it will obstruct ingress or egress by Owners of lots, their families, guests and invitees, except for the reasonable needs of emergency, construction, or service vehicles for a time limited to as briefly as possible.

The primary responsibility for parking infractions lies with the owner. Invitees and guests are jointly and severally responsible for parking violations. Resident vehicle(s) must always be parked inside the garage and shall not be parked in any of the visitor, guest and invitee parking areas except as specified in and according to the rules set forth below:

1. The first, and if appropriate, the second vehicle of a residence, must park in the garage of the unit. These vehicles must have an approved resident window sticker from the Association displayed on the upper corner of the passenger's side of the front windshield.
2. No vehicles are permitted to be parked on the streets or driveways in such a way as to obstruct entering or exiting another resident's garage.
3. No parking is permitted on or along any red striped area. You are permitted to "stop" behind your garage for unloading, washing your vehicle, etc. but you must have the garage door up and the hazard lights must be flashing.
4. Repair and service vehicles may park behind your garage **ONLY**, but the garage door must be up while they unload materials.
5. Specifically reserved parking for guests and invitees, marked, **Guest Only**, is clearly visible on the white painted curb and on near-by signage fronting cabanas I and II. Parking in these areas require head-in parking only
6. Other than parking in a garage, on the owner's lot, no owner or member of his or her household may park in any outside parking place for more than 24 hours unless that vehicle has a current and valid "third car permit".



7. When circumstances are such that there is a need to extend beyond 24 hours, the owner must petition the Board for approval.
8. Extended stay passes may be issued by the Association for guests remaining in **GUEST PARKING** more than 24 hours. You may request a sheet to be placed in the driver's side windshield by submitting the dates of stay and the make, model and license plate of the extended stay guest.
9. Permits for one "third vehicle" may be obtained by petitioning the Board annually. All vehicles must have a new permit each year. If the permit is approved, the permit is free of cost to the resident. In order to obtain a current third vehicle permit, the owner must:
- Apply in writing or via email, no later than January 15th of the year or within 30 days of buying/leasing the unit or purchase of an additional vehicle. New Permits are effective February 1 of each year and January 1 of the following year.
  - Provide the make, model and license of the vehicle to be parked in one of the owner permit parking spaces (the back driveway). Any requested permit is not transferable to another vehicle.
  - All vehicles must show current registration on the windshield and be road ready.
  - Request an inspection of the garage to ensure two (2) road worthy vehicles are parked inside.
  - State any special circumstances the Board should consider in determining the request.
  - Only 30 permits will be issued each year on a first come first serve basis..
  - Permits will only be issued to owners who have completed or updated their information sheet by January 15 of the application year.
10. Owners requesting permits for additional vehicles must also apply with the conditions listed above but will only be issued on a space available basis and will annually be charged \$100 per year, per vehicle.
11. In case of a lost hang tag, a replacement will be issued for \$50.00
12. All vehicles parked on the property **inside or outside the garage**, must be road-ready including properly registered, licensed, and have a current resident window sticker. All unidentified vehicles in outside spaces are subject to towing.
13. Wrecked vehicles are unacceptable as are vehicles with flat tires, leaking fluids, on jacks, etc.

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14. Major vehicle repairs are prohibited on the property. Minor and routine vehicle maintenance, such as oil change may be done inside the owner's garage.
15. Motorized vehicles are prohibited from parking and/or operating on the grass and sidewalks. It is unacceptable to operate racing carts, go cart, dune buggy, motorcycle, dirt bike, or any other motorized vehicles.
16. The speed on all roads, driveways and parking areas on the property is **10 miles per hour**.
17. If at any time the vehicles, license plates, etc. change, you must notify the Association. (See required information sheet in **Association Records** to avoid towing.)

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# Sagemont Park Townhouse

## Swimming Pool Rules and Regulations

Use of the swimming pools shall be restricted to Sagemont Park Townhouse Association (SPTA) residents, children residing with them, and bona fide guests, subject to the regulations set forth herein. Anyone violating these rules will be subject to ejection from the pool or pool area, with possible loss of use privileges. Security cameras protect both pools and evidence of ANY criminal activity will be turned into the authorities

1. One key per townhouse will be issued upon deposit of \$50.00 with the Association. If you are a renter, your landlord will supply you with a key. The deposit will be refunded when key is returned. The request for deposit refund must be made within 30 days of a resident leaving the Sagemont Park community or the deposit will be forfeited.
2. Pool keys are not to be transferred, allowing for adequate control of the keys issued.
3. Under no circumstances shall pool keys be given or sold to any person outside of the Sagemont Park community.
4. Lost or stolen keys should be reported immediately to the Board of Directors or the Management Company.
5. If a replacement key is needed, a \$50.00 non-refundable fee will be charged.
6. Any individual that displays public intoxication will be ejected from the pool with the loss of future pool privileges.
7. Children under the age of 18 shall not be permitted in the pool areas unless accompanied by an adult 18 years or older that lives at Sagemont Park Townhouses. (There are no life- guards on duty.)
8. Underage drinking is strictly prohibited, as is the use of any illegal drugs at any age.
9. Guests must be accompanied by a resident 18 years or older. Residents are responsible for the conduct of their guests. Owners are responsible for their resident's conduct while at the pools and rule compliance. Any damage created by the guests will be the financial responsibility of the owner.
10. No more than SIX (6) guests per townhouse are permitted in the pool area
11. Pool gates are to be kept locked at all times.

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12. Pools close at 10PM daily.
13. Pools and cabanas are not available for reservations or rentals.
14. Only regular swimming suits and colorfast T-shirts for sun protection are allowed in the pools. No cutoffs. The threads clog up the filters. Infants or children who are not potty trained must wear swim diapers.
15. The following are NOT allowed at any time in the pool area:
- a) NO HANDGUNS
  - b) Bicycles, skateboards and anything with wheels or play equipment such as nets, water basketball, volleyballs, etc. with the exception of small swim rings, balls and floats.
  - c) Glass of any kind.
  - d) Pets of any kind.
  - e) Persons having infectious diseases, open sores or bandages.
  - f) Profanity or offensive language.
  - g) Improper public displays of affection.
  - h) Bar B Q grills.
  - i) Excessively loud music and horseplay.
16. All Lifesaving equipment is for your safety. Under no circumstance should any be used as a recreational device.
17. Before leaving the pools, please make sure the restroom doors are locked and you have cleaned up after yourself.
18. After posted hours, pool use is subject to trespassing law enforcement.

RP-2017-262119

FILED FOR RECORD

8:00:00 AM

Tuesday, June 13, 2017

*Stan Stewart*

COUNTY CLERK, HARRIS COUNTY, TEXAS

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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, June 13, 2017



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2017-262119