



The Renoir Homeowners Association, Inc. Rules

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RULES OF RENOIR HOMEOWNERS ASSOCIATION

These Rules have been adopted by the Board of Directors ("Board") of Renoir Homeowners Association, a Texas nonprofit corporation and condominium association (the "Association"), in accordance with the provisions of Article XX of the Declaration of Renoir Condominium (the "Declaration"), to be recorded in the Real Property Records of Harris County, Texas.

These Rules apply to the Units and Common Elements of Renoir Condominium ("Renoir" or the "Condominium"). By owning or occupying a Unit in Renoir, all Owners and Residents agree to abide by these Rules, as well as the obligations of Owners and Residents provided in the Declaration and Bylaws.

COMPLIANCE

For the convenience of Owners and Residents of Renoir, these Rules restate some of the rules and covenants contained in the Declaration. Most of these Rules, however, are in addition to the restrictions found in the Declaration. Words and phrases defined in the Declaration or in the Texas Uniform Condominium Act ("TUCA") shall have the same meaning when used in these Rules. In the event of a conflict between Governing Documents (as defined herein), the hierarchy of authority shall be as follows: TUCA (highest), Declaration, Articles of Incorporation, Bylaws, these Rules (lowest).

Owners shall comply with the provisions of these Rules, the Declaration, the Bylaws, and resolutions promulgated by the Board to supplement these Rules, as any of these may be revised from time to time (collectively, the "Governing Documents"). Owners additionally shall be responsible for compliance with the Governing Documents by the occupants of their units, and their respective families, invitees, tenants, agents, employees, or contractors. Use of "Owner" or "Resident" in these Rules shall be deemed to include and apply to the owner of a unit in Renoir and to all persons for whom the owner is responsible. Owners should contact the on-site manager or Board if they have any questions about these Rules.

Each Resident shall comply with all rules and signs posted from time to time on the Condominium by the Association, including those regulating the use of recreational facilities. Such posted rules are incorporated in these Rules by reference, provided such rules have been formally adopted by the Board. Each Resident shall comply with notices communicated by the Association, from time to time, in the nature of seasonal or temporary rules, or notice of a change affecting use of the Condominium. Such temporary rules are incorporated in these Rules by reference, provided such rules have been formally adopted by the Board.

Certain circumstances may warrant waiver or variance of these Rules. Owners must make written application to the Board for such waiver or variance. If the Board deems the waiver or variance warranted, the Board may grant its approval (subject to any appropriate conditions), which must be in writing to be effective.

1. ALTERATIONS

- A. No alterations of any kind may be made to any Common Element or Limited Common Element of the building without the written consent of the Board in accordance with the Governing Documents.
- B. No alterations of any kind may be made to a unit's structural elements, walls, electric circuitry, conduit, heating and ventilating systems, windows, doors, cable system, or plumbing without prior written approval from the Board unless deemed an emergency by the Board or the on-site manager.
- C. Requests for alterations along with drawings of existing conditions and proposed changes must be submitted to the Board before any work is undertaken.
- D. No person may:
 - 1. Post signs, notices, or advertisements on the Common Elements or in a Unit if visible from the outside of the Unit.
 - 2. Place or hang an object in, on, from, or above any window, interior window sill, balcony, or patio that, in the Board of Director's opinion, detracts from the appearance of the Condominium.
 - 3. Hang, shake, or otherwise display linens, clothing, towels, rugs, shoes, mops, bedding or other similar items from windows, doors, balconies, patios, or passageways.
 - 4. Erect or install exterior horns, lights speakers, aerials, antennas, or other transmitting or receiving equipment, or cause anything to protrude through an exterior wall or roof.
 - 5. Place decorations on exterior walls or on the Common Elements.

2. APPLIANCES

Washer and dryer hook-ups are provided in each Unit and Owners shall be responsible for the installation and maintenance of such. Conversion of appliances to 220 volts must first be approved by the Board.

Under no circumstances whatsoever, may any Resident, directly or indirectly, vent or cut into any chute, duct, conduit or vertical chase or any plumbing that serves a Unit for the purpose of venting any appliances.

Refrigerator water filters need to be replaced every six months or in accordance with the manufacturer's specifications and recommendations listed in the appliance manual.

3. ASSOCIATION RECORDS

Owners are entitled to review the books and records of the Association with a proper purpose. The following policies apply:

- A. A notice of intent to inspect must be submitted in writing to the Board or it's duly authorized managing agent at least three working days prior to the planned inspection.
- B. The notice must specify with particularity which records are to be inspected.

- C. All records shall be inspected at the registered office of the Association's managing agent between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday except for legal U.S. holidays.
- D. At the discretion of the Board, or its agent, records may be inspected in the presence of a Board member or employee of the managing agent.
- E. The person(s) requesting access shall not disrupt the ordinary business activities of the registered office or its employees during the course of inspection.
- F. No records may be removed from the office without the express written consent of the Board.
- G. When applicable, all costs of inspection shall be borne by the person(s) requesting access. In the event the person reviewing the records is desirous of making photocopies, all costs of copying will be incurred by the person requesting same.

H. Limitations of Access:

Consistent with an individual's right to privacy and applicable law, the following records will not be made available without the express written consent of the Board.

- 1. Minutes of Executive Sessions;
- 2. where disclosure would violate a constitutional or statutory provision or applicable public policy;
- 3. where disclosure could result in the probability of a discernable harm to the Association or any of its members that outweighs the right of access;
- 4. personnel records:
- 5. inter-office memoranda;
- 6. litigation files;
- 7. preliminary data, information or investigations which have not been formally approved by the Board, such as contractor bid prospects:
- 8. where disclosure may result in an invasion of personal privacy, breach of confidence or release of privileged information;
- 9. where disclosure would unreasonably interfere with or disrupt the operation of the Association; and,
- I. The Association is under no obligation to provide any additional information other than that which is required by law or by the Governing Documents.

4. BALCONIES/PATIOS

Balconies/patios are Limited Common Elements and may not be altered in any way. Prior written approval from the Board must be obtained for any electrical wiring or lighting in any balcony.

Balcony walls, ceiling, floor and railings (except as addressed below) may not be painted or altered in any way.

All exterior facing portions of each Unit (including draperies, window frames, doors, etc.) must conform to the building standard.

Owners are responsible for the maintenance, including periodic painting and rustproofing, of balcony and patio wrought iron railing.

Radios, televisions and audio equipment must only be played at levels which do not disturb neighbors or create a nuisance. None of these devices may be used after 10:00 p.m. on the balconies.

The Board reserves the right to prohibit or restrict the use of all or certain outdoor cooking grills if, in the Board of Director's discretion, such grills constitute a fire hazard. If the use of outside grills is permitted, (i) open fires must be supervised at all times, (ii) gas tanks must be properly used and maintained, (iii) no flames may be higher than the cooking surfaces and (iv) a grill may not be used near combustible materials.

Nothing is to be swept over, washed over, or thrown from any balcony or patio. Do not leave small or lightweight objects unattended. Owners are responsible for any damages caused by items falling or thrown from balconies or patios.

Fines will be imposed against those who throw or drop any objects from balconies.

Each Resident shall keep his or her Unit and patio or balcony in a good state of cleanliness, taking care that the cleaning of his or her patio or balcony does not annoy or inconvenience other Residents. A patio or balcony may not be enclosed or used for storage purposes. If the Board determines that a patio/balcony is unsightly, the Owner shall be given notice by the Board to correct the problem within 5 days, after which the Board may take corrective action at the Owner's expense.

Any use of balconies that creates a nuisance (such as feeding pigeons) is forbidden. Nothing is to be hung from any balcony railing or on the outside of the building.

5. BICYCLES

Bicycles may not be stored on patios or balconies and must transit the building responsibly. Owners are responsible for cleaning any dirt or stains left by bicycles.

6. CEILINGS & FLOORS OF INTERIOR UNITS

Because of possible damages to structural elements in the building, drilling of any kind into the ceiling or floor of any Unit is prohibited without the prior approval of the Board. If damage occurs, repairs will be billed to the Owner. Owners must sign a waiver prior to drilling in floors or ceilings. There can be no penetration into any demising walls.

7. CHILDREN

Children shall not be permitted to play on the stairways, in the halls, vestibules, elevators, building lobby or garage. Children are allowed to play at the pool and patio deck under close supervision of a parent or guardian, who must be physically present.

8. CLOSINGS AND TRANSFER OF OWNERSHIP - STATEMENTS OF ACCOUNTS

In the event of the resale or refinance of a Unit, the managing agent shall prepare and provide resale

certificate information for a fee, to be determined from time to time by the Board or the Association's managing agent. The Association's managing agent shall provide any owner, upon ten (10) days' notice, a statement of his or her account, setting forth the amount of any unpaid assessments and other charges due and owing from such owner.

9. COMMUNITY ETIQUETTE

Residents shall endeavor to use their Units and the common elements in a manner calculated to respect the rights and privileges of other Residents.

Residents shall avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other Residents or their guests, or the Association's employees and agents.

Residents shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or obnoxious odors that are likely to disturb Residents of other Units.

Residents shall avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception on the Condominium.

Each Resident agrees that the Association is not responsible for any item or article left with or delivered to the Association's employees or agents on behalf of such Resident. As a courtesy, Association or managing agent employees may deliver small packages (under 20 pounds) to a Resident's door. Residents are responsible for promptly retrieving large or heavy packages (over 20 pounds) left by a delivery service at the building lobby.

Residents may not use the Condominium for unlawful activities. Residents shall comply with applicable laws and regulations of the United States and of the State of Texas, and with ordinances, rules, and regulations of Houston, Texas. Residents who violate this provision shall hold the Association and other Owners and Residents harmless from all fines, penalties, costs, and prosecutions for the Resident's violation or noncompliance.

10. DELIVERIES

Normal vendor delivery hours are from 8:00 am to 4:00 pm, Monday through Friday. No substantial heavy deliveries are permitted on weekends or legal U.S. holidays. Managing agent or Association personnel are not responsible for lost items. The on-site manager will not accept groceries, or unusually large or heavy (over 20 pounds) items such as furniture. Nothing herein shall prevent package delivery services such as USPS, Amazon, or similar service providers from deliveries outside of the time limits in this section.

The on-site manager is not permitted to accept cash.

Residents must be present or arrange for someone to be present in their Unit at the time of a substantial heavy delivery to a Unit. With written permission and a signed liability waiver, the staff will allow access to your Unit for a delivery; however, the staff will not be available to supervise delivery or service personnel.

11. ELECTRICITY

No one may change the electric circuitry in a Unit without prior approval of the Board. If

Damage occurs; repair costs will be billed to the owner. Common Element electrical outlets are not to be used for any purposes that create excessive utility usage or cause any damage to the building's electrical fixtures or infrastructure.

12. EMERGENCIES

Building emergencies include but are not limited to: Fire or smoke; activated smoke detector; water leak or sewer back up; medical emergency; window breakage; loss of heat or electric service; strong odor of gas, etc.

In case of emergency call 911 and be prepared to give the following information:

- The address 1005 South Shepherd, Houston, Texas 77019
- The name of the person needing assistance
- The person' Unit number or other location, as applicable
- The nature of the injury
- · The name and phone number of the person's doctor
- The name of anyone to be notified

13. ENFORCEMENT POLICIES

Any complaint which alleges a violation of the Association's Governing Documents shall be made in writing and addressed to the Board.

If a Resident violates or is otherwise liable for a violation of any of the provisions of the Declaration, By-Laws, and/or Rules and Regulations of the Association, the following shall occur:

The Association shall give an owner in violation of the Governing Documents a written notice: (1) describing the violation, (2) stating the amount of the proposed fine, (3) advising the Owner that, not later than the 30th day after the date of the notice, a hearing before the Board may be requested in writing to contest the fine, and (4) if possible, allowing the Owner a reasonable time, by a specified date, to cure the violation and avoid the fine unless the Owner has previously been given notice and a reasonable opportunity to cure a similar violation within the preceding twelve months. If a request for a hearing to contest a fine is received within the specified time frame, a hearing shall be scheduled on a date and time set by the Board. The hearing shall occur within thirty days from the date of the Owner's request for a hearing. If deemed appropriate by the Board, the individual reporting a violation to the Board may be called to appear at the hearing. After the hearing or if the Owner fails to timely request a hearing, the Association, acting through its Board, is hereby authorized to levy fines as follows.

FINE SCHEDUE:	First Violation	\$100.00	
	Second Violation	\$250.00	
	Third Violation	\$500.00	
	Each Additional Violation	\$1,000.00	

If a single violation is recurring for consecutive days after the day of discovery and notice to the Owner and/or Resident, as applicable, an additional fine of \$1,000 per day will be assessed until the violation is cured.

Owners shall be responsible for costs of professional cleaning or replacement of damaged areas for any violations of the Pet rules regarding pet waste.

The Association shall give notice of a levied fine to an Owner not later than the 30th day after the Owner fails to timely request a hearing, or the Board reaches an affirmative decision to levy a fine after a hearing. The Association, acting through its Board, is authorized at its sole discretion to impose a lesser fine or no fine at all for a violation of the Governing Documents. Any adjustment to the Fine Schedule should not be construed as a waiver of the Fine Schedule or the Governing Documents.

Notice is deemed to be made when deposited in the United States mail, to the owner at the Unit address, or to such other address as the Owner shall have previously provided to the Board or on record with the managing agent. This notice provision is applicable to all notices sent pursuant to these Rules.

14. ESTATE AND GARAGE SALES

Owners may not conduct any sale or activity that is advertised to the public, including estate sales, yard sales or garage sales on the property. This section does not apply to marketing the sale or rental of a Unit, unless combined with a prohibited activity.

15. FIRE

In the event of fire:

- A. Notify the Houston Fire Department by calling 911. Tell them the address is 1005 S. Shepherd Dr., Houston, TX 77019. be sure to provide the floor as well as the Unit number. If there is time, notify the On-Site Manager.
- B. Be sure to close the door behind you when you leave if the fire is in your apartment. This will help contain the heat and smoke. Do not lock the door. The firefighters will have to get in.
- C. DO NOT USE THE ELEVATOR, USE THE STAIRWELL. Elevators can become jammed or stuck between floors. The elevators have a Fire Department control switch for emergency use and will need to be used by the firemen.
- D. If you are on an upper floor and the smoke from below blocks your exit, return to your floor, close the stairwell door, and return to your Unit. Close your door to the hallway and remain calm. Call 911 and let the operator know you are trapped and unable to exit the building.

16. GARAGE

All parking is at Owner's risk. The Association assumes no responsibility for any damage to vehicles or property stored in vehicles.

All parking spaces are individually assigned to Owners, whose interest may not be transferred unless the Unit to which the parking space is assigned shall also be transferred. No Resident, guest or contractor may use another Resident's parking space without permission of that Resident. Residents may allow temporary use of their own spaces for guests, contractors, visitors, etc.

No parking spaces may be rented to any individual who does not reside at 1005 S. Shepherd. Any leases of parking spaces to Residents of the building must be in writing with a copy submitted to management.

All vehicles must be parked within the lines for assigned spaces. No cars may be parked in unlined areas, in driveways or in front of emergency exits.

No unlicensed or unregistered vehicles may be parked in the garage or on the Association property.

All unauthorized or improperly parked vehicles should be reported to the On-Site Manager and will be subject to towing at the Owner's expense.

Replacement and extra garage door opening devices will be issued at the Owner's expense. The Association assumes no liability for personal items left in vehicles. The speed limit in the garage is five (5) miles per hour.

Parking spaces are only for parking automobiles and motorcycles only and shall not be used for parking or storage of recreational vehicles, boats, jet skis, trailers, or other items.

No repairs, engine running, or maintenance work will be allowed in the garage except the changing of a flat tire or use of jumper cables, and in case of emergencies.

Garbage and ashtrays must be emptied in the trash cans provided.

No items shall be stored in the parking space, suspended from the ceiling or pipes, or hung on the walls. No bicycles may be stored in parking spaces. No flammable or combustible items may be kept anywhere in the parking space.

No disabled or non-operative vehicles are to be stored in the garage.

Residents should report any garage door malfunctions or improper door closings and latching to the On- Site Manager.

Any suspected illegal activities or suspicious persons should immediately be reported to 911 and to the on-site manager.

17. HALLS AND EXTERIORS

Do not place mats, boots, strollers or items in the hall outside your door. Under no circumstances are items to be placed in front of stairway entrance or exit doors.

The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors, halls, lobbies and storage area hallways must not be obstructed or encumbered or used for any purpose other than access or ingress or egress to and from the premises. Storage of any kind is expressly prohibited in Common Elements, except as designated for specific approved uses.

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The roof and other areas outside of the building may not be used in any way except as designated for use.

Signs, advertisements, signals or illuminations shall not be inscribed or exposed on any window or other part of the building.

Rollerblading, bicycling and any games or other activity which create a nuisance, damages the common property, or disrupts the peace are prohibited in the halls, common areas, lobby, driveways and exterior common areas of the building.

18. INSURANCE

The Association maintains legally-required insurance policies and other policies deemed appropriate by the Board. These policies may include general hazard insurance, named windstorm insurance, flood insurance, and other specific coverages. Individual condominium owners are to maintain condominium insurance, including appropriate comprehensive and liability coverage for damages to other Units and Common Elements and for personal injury to third parties caused by owners, tenants, pets, or agents of owners.

In the event of a loss that originates or is caused by the Owner of an individual Unit or Units, his/her tenants, his/her invitees or guests, his/her animals or pets, or originates within or due to his/her Unit with or without negligence attributable to such person or persons, or the cause of the loss cannot be determined and affects only his/her Unit or the Limited Common Elements assigned to his/her Unit, any applicable building or Common Element insurance deductible will be the responsibility of, and will be paid by the Owner of the relevant individual Unit or Units within thirty days of the occurrence which resulted in the loss. In the event of an Owner or Resident being insured for any loss to the Unit or to the property, the Association shall be entitled to require the Owner and/or Resident to claim any loss under such Owner's/Resident's policy of insurance. In all other situations, the Association shall pay the insurance deductible, which shall be regarded as a common expense.

Owners are encouraged to review Association policies and consult with their individual insurance agent to determine appropriate coverage in individual policies.

19. LEASES, TENANTS AND NON-RESIDENT OWNERS

All Owners who do not reside in a Unit owned by them shall provide the Association, the on-site manager, and the managing agent with their permanent address and home and work telephone numbers where they may be reached in an emergency. Any expenses incurred by the Association to locate an Owner who fails to provide such information shall be assessed to that Owner's account.

Unless otherwise provided by law, Owners who fail to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of their Unit. The Association shall not be liable for any loss, damage, injury or prejudice to the rights of said Owner caused by any delays in receiving notice resulting therefrom.

No Owner may lease less than the entire Unit, nor may any Unit be leased for transient, short-term rental, or hotel purposes. No Unit may be leased for less than twelve (12) months. No unit may be advertised for rental through Airbnb, Homeway, or similar rental services. Violations of the provisions of these short-term rental provisions will result in a fine of not less than 125 percent of the rent charges, which will be an assessment against the Owner's unit.

Every lease must be in writing and shall be subject to the provisions of the Governing Documents the Association.

Owners who lease their Units must provide a signed copy of the original lease and all subsequent modifications, amendments, updates, and renewals to the on-site manager prior to the occupancy date of the Unit.

Owners shall be responsible for providing tenants with copies of the Governing Documents prior to move-in. In the event of any violation of the Governing Documents of the Association by a tenant, the Board, in its discretion, shall determine what action(s) are necessary. When the Board, it its discretion, determines that a violation or series of violations warrant termination of the lease, the Board may take the action(s) that are necessary to terminate the lease.

Any expenses incurred by the Association related to any violations under these Rules, shall be assessed to the account of the Owner responsible.

Provisions herein that relate to the execution of new leases shall become effective upon the expiration of any lease which is currently in effect. Owners shall provide the Association or onsite manager with a photocopy of any existing lease within thirty days.

When moving out of the building, Owners must require tenants to return all building and garage access devices and provide the on-site manager with a forwarding address. Failure to do so will subject Owners to fines to include actual and administrative costs necessary to maintain the security of the building.

20. LOBBY

Any addition to, removal from, or change of lobby furniture is prohibited without prior approval by the Board.

Ads, notices, signs, etc. may not be placed in the lobby or in the elevators, except informational notices posted by the Association.

Appropriate attire must be worn when in all common areas. (See swimming pool rules.)

21. MAINTENANCE

Owners, at their expense, shall maintain their Units and keep them in good repair, including the inner, finished surfaces of the Unit's perimeter walls, floors, and ceilings.

Owners are responsible for all portions of their Units including, but not limited to, fixtures, appliances, interior doors and windows, carpeting, wall coverings, painting and all systems serving only individual Units.

Owners, at their expense, shall maintain, repair, and replace the heating and cooling equipment serving their Units and replace filters and clean drains on a regular basis.

The building maintenance staff may be available to assist Residents with minor repairs within Units only after employee work hours. Association or managing agent employees do so voluntarily on their own time and at the Owner's expense. Building maintenance staff is not covered by the Association's insurance policy while on their own time.

For emergency service after office hours, please contact the Association's managing agent.

When a staff member enters a Unit to do work, a notice will be left inside the Unit to document that the work was done, by whom, and the time of the repairs.

Owners will be billed for materials and services supplied for repairs which are not the Association's responsibility, as defined in the Governing Documents.

No items or objects of any type shall be stored, placed, or maintained anywhere on the general common elements, including window sills, passageways and courtyards, without the prior written consent of the Board. Items of personal property found on general common elements are deemed abandoned and may be disposed of by the Board.

Residents shall immediately report, in writing, to the on-site manager their discovery of any leak, break, or malfunction in any portion of their Unit or the adjacent common elements for which the Association has responsibility. The failure to report promptly a problem may be deemed negligence by Residents and/or Unit Owner, who may be liable for any additional damage caused by the delay.

22. MOVE-INS AND MOVE-OUTS

Moving hours are Monday - Friday from 8:00 AM. to 4:00 P.M. Moving is not permitted on weekends and legal U.S. holidays.

Owners must obtain a certificate of insurance from a mover/vendor in an amount required by the Association naming the Association as additional insured, prior to scheduling a move or delivery of major appliances or furniture.

To limit the inconvenience to other Residents in the building, only one move-in or one move-out is permitted per day.

When moving furniture, either in or out of a Unit, the elevator must be reserved in advance through the on-site manager.

A \$500 fee for move-ins and move-outs is required and shall be paid by the Owner in advance of the move. The Board may waive or reduce this fee under special circumstances, and it is not applicable when there is a change in ownership.

Repairs for any damage to walls, hallways or elevators caused by a Resident's move will be charged to the Owner.

No vehicles may block driveways. During a scheduled move, the on-site manager must be provided with the Unit number and telephone number where the moving vehicle's operator may be reached in case the moving vehicle must be moved.

23. NOISE AND NUISANCES

No musical instrument shall be played, no audio equipment shall be operated, and no vocal or instrumental practice shall be permitted at any time on the property that will disturb or annoy Residents.

No noises, including those made by pets, shall be made on the property that will disturb or annoy Residents.

Drunken, disorderly, or offensive speech or behavior and physical or verbal abuse of any Owner, Resident guest, or staff member shall be deemed to be a nuisance and a violation of these Rules and Regulations.

Minimize noise between 10:00 p.m. and 8:00 a.m.

24. ON-SITE MANAGER

An on-site manager is on duty five (5) days a week at the front desk in the Lobby. The on-site manager is responsible for the management of the building and staff.

The on-site manager may be required to admit to the building uniformed law enforcement officers who are duly empowered by warrant, subpoena, or court order, to have access to a Unit. In such event, the Board, Association, on-site manager and managing agent shall not be liable for compliance with such warrant or subpoena.

Interference with the duties of a person directly or indirectly employed by the Association shall be deemed a violation of these Rules.

25. PARKING

The Association is not responsible for parked vehicles.

Commercial vehicles may park in permitted areas for normal commercial purposes so long as such parking is only for the period of time necessary to provide the commercial services requested by a Resident.

No unlicensed or unregistered vehicle may be parked in the garage or on the Association property.

No vehicle may be parked, maintained or stored in a manner that interferes with ingress to and egress from a driveway or other portion of the property.

No vehicle may be maintained or stored on Association property so as to obstruct passage of other permitted vehicles, pedestrians, or emergency vehicles.

When an unauthorized vehicle is parked in the driveways or loading zones, the vehicle may be towed without notice to the owner.

When a vehicle is towed pursuant to these Rules and Regulations, all costs and expense incurred shall be the responsibility of the vehicle owner.

26. PETS

Residents may not keep or permit in the Condominium a pet or animal of any kind, at any time, except as permitted by these Rules and the other Governing Documents.

Subject to these Rules, Residents may keep in their Unit not more than two house pets (two cats, or two dogs, or one cat and one dog). Permitted house pets include domesticated dogs of no more than 35 pounds, cats, caged birds, and aquarium fish. Visiting and temporary pets hosted by residents are subject to these Rules and other Governing Documents. A resident or owner hosting visiting/temporary pets is responsible for the behavior of these pets. Dogs living in the building at the time of the adoption of these amended Rules are not subject to the weight limitation above.

The Association will be guided by applicable laws, rules, and regulations with respect to service and support animals.

Residents are required to submit a DNA sample for all dogs on the property. Residents will be responsible for the cost of the DNA test and will be required to pay a pet fee each year to maintain the database. Failure to submit the required DNA sample within two weeks of move-in will result in a daily penalty being billed to the Owner.

Residents may be subject to an additional annual assessment per pet if deemed necessary by the Board.

No Resident may keep a dangerous or exotic animal, pit bull terrier, trained attack dog, or any other animal deemed by the Board to be a potential threat to the well-being of people or other animals. No animal or house pet may be kept, bred, or maintained for a commercial purpose.

Pets shall be kept in a manner that does not disturb Residents rest or peaceful enjoyment of their Unit or the common elements. No pet shall be permitted to bark, howl, whine, screech, or make other loud noises for extended or repeated periods of time.

Owners and Residents are responsible for any property damage, injury, or disturbance their pet(s) may cause or inflict. Owners and Residents who keep a pet on the property shall be deemed to have indemnified and agreed to hold harmless the Board, the Association, and other Owners and Residents, from any loss, claim, or liability of any kind or character whether resulting from any action of his or her pet or arising by reason of keeping or maintaining such pet on the property.

Pets must be on a sufficiently short leash to permit owner control at all times when walking through the corridors, hallways, elevators, lobby, and grounds of the property. A pet owner who is reported to have allowed a pet to challenge other pets or disturb or injure Residents and guests within the Renoir grounds will be in violation of these rules. Pets must be kept under the control of the pet owner at all times. Unit Owners will be held responsible for the violations by pets of tenants.

Residents are prohibited from allowing their pets to urinate or defecate anywhere in the building including patios, lobby, garage, stairs, hallways, sidewalks or anywhere inside the concrete footprint of the building. Residents are responsible for the removal and thorough cleaning of their pets'

excrement from anywhere inside the property boundaries, including lawn and garden areas, within 15 minutes. Any testable pet waste found in the common elements will be collected and tested. The Association will levy a fine against a Unit Owner if pet waste is discovered on the common elements and attributed to an animal in the DNA data base. The Owner will be responsible for all testing costs. If a resident if observed or determined to have allowed pet waste, including any untestable waste, to remain anywhere in the building for longer than 15 minutes, the Association may levy a fine against the Owner of the unit where the pet resides or is visiting.

Pets are not permitted on the balconies or patios unless accompanied by a Resident at all times. No pet waste may be left on or disposed of from balconies or patios. Pets are not permitted in the pool.

Cat litter may not be disposed of through the building trash chutes. It must be disposed of in the building trash room in a tightly sealed bag or container.

The board may require a resident to remove any pet that commits significant or repeated violations of these Rules.

27. PLUMBING

Residents and Owners are responsible for damage to Common Elements and Units beneath or adjacent to their own, caused by the overflow or leaking of pipes, drains, or plumbing which is the result of improper maintenance or use of fixtures by Owner, tenant, or guests.

Plumbing fixtures shall be used only for the purpose for which they are designed, and no Sweepings, rubbish, rags, paper, ashes or other substances shall be thrown therein.

No resident may install any power toilet or power assist toilet or any non-standard fixture or appliance, which when operated, causes disturbing noise in neighboring units.

Water must not be run for any unreasonable or unnecessary length of time in the premises, nor may the water be run to humidify a Unit.

28. PROPERTY DAMAGE

An Owner, family member, guest, agent, employee, invitee, tenant or other authorized occupant or visitor of such Owner, is responsible for damages to any portion of the common elements or limited common elements or any Unit due to the act or neglect of same. Such Owner shall, upon notice and demand pursuant to enforcement procedures contained in these Rules reimburse the Association for amounts paid to repair such damage.

29. PROPERTY TAXES

Owners are responsible for the payment of property taxes on their individual Units. Property taxes are not included in your monthly assessment. Questions regarding your property taxes should be directed to the Harris County Appraisal District.

30. REMODELING AND USE OF CONTRACTORS

Specific terms and conditions applicable to major remodeling projects are contained in the model

Revised 06-18-2019

Agreement attached to these Rules as Exhibit "A". The provisions may be modified, deleted, or additional provisions added, at the discretion of the Board, depending on the specifics of the particular project; but the Agreement is required and must be approved by the Board before work may commence.

When contractors (e.g., plumbers, carpenters, drapery and blind installers, painters, carpet layers, cable television installers, electricians) are employed by Residents, the on-site manager must be notified at least one working day in advance (emergencies excepted) of their arrival so that ground floor access and elevator use can be scheduled. All contractors must register with the on-site manager and provide proper identification and proof of insurance naming the Association as additional insured. Residents must either personally admit contractors to their Units or provide written authorization allowing the contractor access. Residents are responsible for the actions of contractor while they are on Association property. Routine HVAC and plumbing and electrical maintenance is not subject to this requirement.

Any work, whether performed by contractors or Residents, is only permitted Monday through Friday between 8:00 a.m. and 4:00 p.m. No construction activity is allowed on Saturdays, Sundays or legal U.S. holidays except for emergency repairs. All construction debris must be removed promptly by the Owner or contractor.

Paints, chemicals or solvents that are a nuisance to other residents shall not be used. Remodeling or renovation of units which involves sanding, cutting, moving or removing walls or ceilings, replacement of windows or balcony doors, or any changes which could affect the structure or common systems of the buildings (e.g., electrical, plumbing, air conditioning), must have the prior written approval of the Board Plans or drawings must be submitted through the On-Site Manager for approval by the Board before any work commences. All requirements set by law or government regulations regarding permits to be obtained and notice to be given must also be met before any work commences.

31. RIGHT OF ENTRY

The Association agents and representatives may enter a Unit in case of an emergency originating in or threatening the Unit, other Units, Common Elements or Limited Common Elements, whether or not the Owner is present at the time. This right of entry may be exercised by the Association's manager, directors, officers, agents, and employees, and by all police officers, firefighters, and other emergency personnel in the performance of their respective duties. Also, the Association may enter a Unit to perform installations, alterations, or repairs to the mechanical, electrical, or utility services which, if not performed, would affect the use of other Units or the Common Elements; provided that, if possible, requests for any entry shall be made in advance and at a time convenient to the Owner. In case of an emergency, the right of entry is immediate and if the Owner has failed to provide a door key or refuses to provide entry, the Owner is liable for the cost of repairs to the Unit or Common Elements caused by the Association's chosen method of access under such circumstances

32. SMOKE DETECTORS

Current city ordinances require the installation of operating smoke detectors outside every sleeping area and kitchen. Basic requirements are:

- 1. Test smoke detectors monthly and replace batteries as required
- 2. Provide ongoing maintenance and cleaning of smoke detectors.

- 3. Do not install smoke detectors in front of an air conditioner vent that could blow away the smoke before the detector can sound the alarm.
- 4. Do not disconnect your smoke alarm if it is sounding. It is directly connected to the panels, elevators and emergency systems for the entire building.

33. SMOKING

Smoking is not permitted in the Common Elements of the building, including the pool and pool deck, lobby, and hallways. Residents are allowed to smoke on patios and balconies of units, but cigarette or cigar ashes and butts are not to be dropped over railings into common areas or other units' patios and balconies.

34. SOLICITATIONS & ADVERTISEMENTS

Soliciting, advertising and peddling on Association property are prohibited. The distribution of advertising materials within the building is prohibited. Distribution of printed material to Units is permitted only with the prior written permission of the Board or on-site manager.

35. STORAGE LOCKERS

Vacant storage lockers may not be used without the permission of the Owner to whom the locker is assigned.

The Association is not liable or responsible for the contents of any storage locker.

All items must be stored within the locker. Items not stored within the locker will be considered as abandoned and removed. No flammable or combustible liquids may be stored in any locker. No food, pets, or live plants are allowed.

Storage lockers are Limited Common Elements and are subject to the restrictions on transfer of interest set out in the Declarations and these Rules.

36. SUGGESTIONS AND COMPLAINTS

Suggestions and complaints on building operations should be submitted in writing to the on-site manager. Please include your name and Unit number.

37. SWIMMING POOL

The swimming pool hours are 7:00 a.m. to 11:00 p.m. daily.

In order to maintain a safe and healthy environment in which to swim, strict adherence to the swimming pool Rules is required. Residents are responsible for the actions of their guests. Guests must be accompanied by a Resident.

Proper swimming attire must be worn when using the pool. Undershorts, cut-off jeans and similar clothing are not acceptable. All persons going to and from the pool when attired for swimming or sunning must wear slippers and a cover-up or robe in the elevators and common areas.

Beverages and food may not be consumed in the pool. Glass of any kind is not allowed in the pool and pool deck area. Snacks such as chips, pretzels, fruit, drinks in plastic containers, etc., may be consumed on the pool deck. Trash must be disposed of properly and promptly.

No regular group activities are allowed. Special occasion requests must be submitted to the On-site Manager and are permitted only with Board approval.

No pets are allowed in the pool. No furniture is to be removed from the pool area.

Children under 16 years of age must be accompanied by a responsible adult 18 years of age or older.

Infants in diapers and those not toilet trained must wear rubber pants in the pool.

Safe pool toys are allowed in the pool area as long as they do not annoy others. Rafts larger than single sizes are prohibited. Swimmers must remove all toys and floats from the pool area promptly after use.

Radios, tape players and similar devices must be kept at an acceptable noise level so as not to disturb others. Such devices must be battery powered. No electrical appliances of any kind are permitted in the pool area. Musical instruments are allowed only with the approval of the Board.

Special use of the pool and patio requires written approval of the on-site manager. Any requested use of the pool or the pool deck or mezzanine that contemplates parties of more than six people must be pre-approved by the Board.

There is no lifeguard at the Renoir swimming pool and all users of the pool do so at their own risk. The Association is not liable for any injury, theft, or damage to persons or property in the pool area.

For your own safety, do not swim alone.

38. TOWING

The Association has signs posted on the property giving notice that violators of the Association's parking Rules may be towed.

The Association's on-site manager or other duly authorized agents shall make a good faith effort to notify contractors or individuals to remove vehicles that are in violation of these Rules or are blocking ingress or egress of other vehicles.

All towing shall be authorized on an individual basis only by on-site manager or Board; there shall be no general authorization given to a towing company to tow unauthorized vehicles, or vehicles which are parked in violation of these Rules.

39. TRASH

Residents' cooperation is necessary in keeping all public areas clean, particularly the stairwells, and the trash chute areas located on each floor. Garbage must be carefully wrapped and tightly contained

before being deposited down the chute with care that nothing spills on the floor. If spills occur, please clean them up. For carpet spills, please contact staff promptly. Do not place trash in blocked chute or discard trash that would block the chute. If the chute is blocked, trash should be carried to the trash room for disposal. Notify staff if trash chute is blocked.

Combustible materials, grease, and liquid materials should never be put down the chute. Never leave trash/debris on the floor outside of the trash chute. This is a fire hazard. No boxes of any kind are to be put into the trash chute (including pizza boxes).

All garbage, trash, and refuse from Units shall be tightly wrapped in a plastic or plastic-lined bag and placed in the trash chute located on each floor. Disassembled paper cartons should be carried to and disposed of in the trash room. Owners and Residents with cartons or other items not suitable for the trash chute should call the on-site manager for assistance. Residents are reminded to use receptacles provided in the common elements for the proper disposal of casual trash such as plastic bags, candy wrappers, etc. No animal waste is to be disposed of in these receptacles. No debris or supplies are to be left in the lobby or common hallways or outside the front entrance.

Never place trash that blocks the exits to stairwells.

Do not empty vacuum cleaner bags or kitty litter down the chute.

Dispose of your garbage from 7:00 a.m. to 10:00 p.m. in consideration of Residents on either side of the chute area.

40. USE AND OCCUPANCY RESTRICTIONS

All Owners and Residents are required to complete an Owner/Resident information form and return it to the on-site manager within 30 days of occupancy.

Residents shall maintain their Units in a safe, clean and sanitary condition, and shall not permit such Unit or the limited common elements appurtenant thereto to become a public or private nuisance.

Each Unit must be used solely for residential use and may not be used for commercial or business purposes except for home professional pursuits. This restriction shall not prohibit Residents from using their Unit for personal business or professional pursuits, provided that: (i) such use is incidental to the Unit's residential use; (ii) such use conforms to all applicable laws and ordinances; (iii) there is no external evidence of such use; and (iv) except as otherwise provided herein, such use does not involve visits to the Unit by the public, employees, suppliers, or clients.

No Unit may be occupied by more than two persons per bedroom.

Residents may not keep or do anything within any Unit, Common Element or Limited Common Element of the property that may be calculated to reduce the desirability of the Condominium as a residential community.

No person under the age of 18 years of age may occupy a Unit unless such occupancy is with an Owner or tenant who is a parent, legal guardian, or designee in writing of such minor's parent or legal guardian. Owners must provide satisfactory proof of the ages and relationships among the

occupants of such Owner's Unit upon request of the Association.

Units may not be occupied by a person who constitutes a threat to the health or safety of other persons, or whose occupancy could result in substantial physical damage to the property of others.

Any attempted transfer by any owner of any interest in the Common Elements will be void unless the Unit to which that interest is allocated is also transferred. This includes, among other interests, parking spaces and storage lockers.

41. UTILITIES

Residents are responsible for arranging telephone, electricity and premium bulk cable services. Units are separately metered for electricity. Water is provided by the Association and is included in the monthly assessment.

42. WATERBEDS/HOT TUBS

Water furniture or waterbeds are not allowed. Water furniture has the potential for extensive damage to other Units and common areas from leaks, breakage and/or excessive weight.

The use or installation of hot tubs, whirlpools, or Jacuzzis (portable or permanently installed) in a Unit or on a balcony and/or patio is prohibited. This does not apply to a customary bathtub fixture with water jets located within the Unit that is installed pursuant to all applicable plumbing codes.

43. WATER LEAKS/OVERFLOWS

Owners are responsible for water damage to common elements and adjoining and lower Units which originates from their Unit, including, but not limited to, leaks or overflows of sinks, tubs, showers, shower pans, toilets, dishwashers, and clothes washers. In case of continuous water overflow, Residents should immediately turn off water service to the Unit (main shutoff valve to that Unit) and turn the shut-off valves. behind the toilet or under the sink, to the "off" position to prevent further damage.

Owners are responsible for any expenses and repairs caused by damage to sprinklers by the owner, residents, tenants, contractors, or other agents of the owner.

44. WATER SHUT-OFF

Except in case of an emergency, Residents may not interfere with or interrupt the building's water lines, including water lines to an individual Unit, without the prior knowledge and consent of the Association. Residents requiring a water cut-off for remodeling must request approval through the Association's on-site manager, a minimum of five days in advance. The Association's plumbing contractor will perform all work relating to shutting off the building's water supply and Residents requesting the shut-off will be responsible for reimbursing the Association.

45. WINDOWS AND DOORS

The front doors of Units must conform to the building standard unless otherwise approved in advance by the Board. No awnings, shades or shutters shall be erected over and/or outside any windows,

patios and/or balconies appurtenant to any Unit, and no exterior doors shall be removed, replaced or changed in any way, without the prior written consent of the Board. All window treatments visible from the exterior of the Unit shall be neutral in color. Nothing shall be placed on the outside of window sills or projections, or upon any patio railings, without the prior written consent of the Board. Nothing shall be thrown or swept out of any windows or doors, and no mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any windows or doors, or any portion of the common elements. No screen or storm doors or windows shall be installed within any existing door or window openings that form part of the common elements. If applicable, window mullions - the strips that divide a glass into smaller panes - may not be removed. Owners may not alter the color or appearance of the glass surfaces in Unit windows from the building standard.

Residents may install window treatments inside their Units, at their sole expense, provided:

- 1. Any window treatment, including drapes, blinds, shades, or shutters, must be neutral when viewed outside the Unit;
- 2. Aluminum foil and reflective window treatments are expressly prohibited; and
- 3. Window treatments must be maintained in good condition and must be removed or replaced if they become stained, torn, damaged, or otherwise unsightly in the opinion of the Board.
- 4. Owners, at their sole cost and expense, shall promptly repair and replace any broken or cracked glass in their Unit's windows and doors.

REVISIONS TO RULES

The Board frequently informs the Owners and Residents of new or revised Rules. Carefully read these publications and file them with these Rules for later reference.

These Rules repeal, amend, and supersede all prior Rules and Regulations and Resolutions of the Association, except the following:

- A. "Resolution Regarding Appointment of Attorney of the Association to Exercise the Power of Sale on Behalf of the Association" dated January 24, 2006 and recorded under Harris County Clerk's file number Z085462 (300776197) on February 10, 2006
- B. "Policy Resolution: Delinquent Assessment Collection" dated January 25, 2005 and recorded under Harris County Clerk's file number Y238774 (100709754) on February 4, 2005.
- C. "Policy Resolution: Reserve Funding" dated January 25, 2005 and recorded under Harris County Clerk's file number Y238775 (100709755) on February 4, 2005.

AUTHORITY

Pursuant to a Resolution adopted by the Board on _______, 2019, the officers of the Association are hereby severally authorized to (a) sign, execute, certify to, verify, acknowledge, deliver, file, and record the Association's Third Revised and Amended Rules, and (b) take, or cause to be taken, any and all such action in the name of and on behalf of the Association to implement the purposes of the foregoing Rules.

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IN WITNESS WHEREOF, the undersigned do herebof June 1.2019.	by execute this consent as of the A day
	DIRECTORS:
	John Kelley Vice President
ATTEST: Ja Struttur	John Kelley Secretary
STATE OF TEXAS COUNTY OF HARRIS	LISA STRATTON HILL Notary ID #130222061 My Commission Expires May 11, 2023
Acknowledged before me on the 20 day of <u>Jun</u> President , and <u>John Kelley</u> , the and the <u>VICL President</u> of the Renoir Homeon	· Secretary John Kelley
let lenour Homedine Go Rise Association 3200 Dil cres	on management Group VV st. Ste. 110

Exhibit "A" to

Renoir Homeowner Association Rules

RULES REGARDING CONTRACTORS

The Board has established the following guidelines regarding all construction work, remodels, renovations, alterations or restoration (hereafter "Work"), which may be initiated or completed to the interior of the Owner's residence including all walls, fixtures, equipment, appliances, things and devices located therein or to the common areas. A request to complete any construction work, remodel, renovation or restoration must be submitted to the Renoir property manager's office for approval by the Board, as required by Renoir Homeowners Association (the "Association") Governing Documents.

- 1. Any Contractor desiring to perform Work at Renoir Condominiums must register with the property manager prior to starting any Work and:
 - a. Provide proof of builder's risk insurance at general liability limits acceptable to the Association, naming the Association as additional insured;
 - b. Provide proof of automobile liability insurance with limits acceptable to the Association for combined single limit per accident *I* occurrence for bodily *I* personal injury and property damage, including but not limited to coverage for all owned, hired and non-owned vehicles or automotive equipment used by or for the contractor and contractual liability for those liabilities assumed by the contractor herein;
 - c. If any Work exceeds a cost of \$20,000.00, to the extent of the liabilities assumed by contractor, all the above insurance shall be endorsed to provide that:
 - i. The contractor's insurers waive their right of subrogation (equitable or by assignment, express or implied, loan receipt or otherwise) against the Association;
 - ii. The contractor's insurers name the Association, as additional insured (except for Worker's Compensation); and
 - iii. Such insurance coverage is primary over any insurance coverage maintained by the Association.
 - d. Prior to starting work, the contractor must furnish insurance certificates to evidence the insurance required herein, however, receipt of such certificates shall not relieve the contractor of any insurance obligations herein. Furthermore, receipt of such certificates or failure to object to same shall not be deemed to constitute a waiver of any of the insurance requirements required to be carried by the contractor. Maintaining the prescribed insurance shall not relieve contractor of

- any other obligation under this Agreement. Contractor will require and assure that each of its subcontractors shall carry and pay for insurance in amounts and on terms necessary to cover the Work and the obligations of the subcontractor.
- e. All contractors must provide copies of city, county, municipal or related permits for all Work when required.
- 2. Prior to starting Work, the Owner must obtain approval from the Board to perform the Work. The Owner must complete all approved work within 60 continuous days from the start date of the Work. Any Work that extends the duration of 60 continuous days from the start date of the Work may only be completed upon receiving approval from the Board and is subject to fines of up to \$500 per day. Any Work plan in which an Owner anticipates completion exceeding 60 continuous days must present such plan to the Board for consideration and approval prior to Work starting in Owner Unit.
- 3. Prior to starting Work, the Owner must submit the detailed plans and the detailed budget estimate for Work to be performed in Owner's Unit. The detailed plans and detailed budget estimate must be submitted to the Board and receive approval from the Board before Work begins by Owner. Both the detailed plans and detailed budget estimate must be signed by the Owner performing the Work and co-signed by the Owner's contractor which specifically stipulates that the contractor attests to the budget estimate and that the Work will be completed within 60 continuous days and Work extending beyond 60 continuous days from the start date is subject to fines of up to \$500 per day.
- 4. Prior to starting any work, the Owner must provide a signed affidavit that the Owner and his/her insurance company will completely repair and remediate any damage to Common Elements or any other Renoir Unit resulting from Work being done by Owner at Owner's expense. Owner must furnish proof of insurance naming the Association as an additional insured with limits acceptable to the Association.
- 5. **PERMITS ARE REQUIRED AND MUST BE OBTAINED.** If, per any City, County, Municipal, or similar ordinance, the Work to be performed requires a permit, the permit must be obtained prior to starting any Work.
- 6. Any Work which involves a relocation or alteration of any kind which affects a Unit's structural layout will require professionally rendered plans which must be submitted to and approved in writing by the Association's representative and the property manager at least seven (7) working days prior to the commencement of any Work.
- 7. The removal of all construction debris from the building is the responsibility of the Owner. Construction debris may not be dumped in building containers or down the trash chute. Construction dumpsters should be provided by the contractor. There is no available space for dumpsters within the property area.
- 8. Any common areas damaged, disrupted, or dirtied due to Work inside or outside a Unit must be cleaned by the Owner. Cleaning is the responsibility of each Owner who is having Work completed.
- 9. Any damage to any Common Elements (elevator doors, walls, stair rails, ceilings, carpeting, marble, steel, balcony rails, windows, or any other items) shall be the sole responsibility of the Owner who hired the contractors and sub-contractors and said Owner shall immediately

- replace or reimburse the Association for any damage. The property manager of Renoir shall inspect halls and common areas throughout the day to check for damage and cleanliness.
- 10. Work engaged by Renoir for repair or completion caused by incomplete Work, work in disrepair, or work to be redone resulting from work by an Owner shall be conducted at the expense of the Owner.
- 11. Any areas where Work is being completed, including any surrounding areas, must be free of debris and swept clean at the end of each working day and at any time so requested by the property manager.
- 12. Work may only be conducted between 8:30 a.m. and 4:00 p.m. Monday through Friday. All contractors and tradesmen must vacate and leave Renoir Condominiums by 4:00 p.m. sharp each day. No Work is permitted on Saturdays, Sundays, or legal holidays.
- 13. Removal of smoke detectors, address speakers, alarm panels and panic buttons must first be approved by the property manager. All Work regarding the aforesaid equipment must be rendered by a state licensed company. Removal of said equipment can cause damage to the entire electrical system as well as other Owners' Units. Any violation of this section is subject to a \$500 fine per day until remedied and reimbursement of expenses incurred by the Association, for which the Owner will be responsible.
- 14. No Unit Owner shall install any hard surface material, including, but not limited to, materials such as ceramic tile, on any floor area without first making written application for and obtaining the prior written consent of the Association and property manager. The written application requesting permission from the Association shall be made on the form adopted by the Association for such purposes. Each application shall include an affidavit from the contractor who will install the hard surface material listing all the materials to be used in said installation and stating that said materials meet or exceed the Impact Insulation Class and Sound Transmission Class standards set forth below. All floor areas of Units covered with a hard surface material, including, but not limited to, such materials as ceramic tile, marble, granite, and wood must have a sound rated floor system with an Impact Insulation Class ("IIC") rating of not less than fifty-four (54) and a Sound Transmission Class ("STC") rating of not less than fifty-eight (58).
- 15. No Unit Owner shall install any form of wall paneling before receiving prior approval.
- 16. Contractors are not permitted to use any bathrooms or facilities designated for Residents and Owners.
- 17. Contractors, workers, and related employees are <u>strictly prohibited from throwing any items</u>, <u>including cigarette butts or trash, from the balconies or leaving food or trash on any floors or any other area at Renoir Condominiums</u>. Absolutely no smoking is permitted within the footprint of the building, including the garage area.
- 18. Absolutely on access to the roof is permitted except by authorized personnel.
- 19. All tile, marble, and hard flooring must be either pre-cut or cut inside the Unit where the Work is being completed. No cutting, grinding or mixing will be permitted on balconies or in any halls or common areas. The use of wet saws is not permitted inside a unit at the Renoir.

- 20. Owners must have the electricity turned on in their units prior to beginning any Work. If for any reason this should not be possible, the contractor may use the hall outlet for a power source. This must be accomplished with a commercial extension cord. A payment of \$150.00 per day shall be paid in advance to Association to cover the cost of the electricity for a period of fourteen (14) days prior to use. Use of common area power source will only be granted for up to 14 days before Owner must provide power source within Owner's Unit. Work using a Renoir Common Element power source after 14 days will be suspended.
- 21. No construction debris or materials are to be left in any common areas.
- 22. The hall doors in a Unit must remain closed during all Work hours so as not to disturb any other Owners.
- 23. Loud music must not be played, and profane or improper language is not allowed at any time. The property manager has the right, at any time and in his/her sole discretion, to require a worker or employee to vacate Renoir Condominiums for playing loud music or using profane or improper language.
- 24. All workers must be appropriately attired at all times. The property manager has the right, at any time and in his/her sole discretion, to require a worker to vacate Renoir Condominiums until such time as he/she is dressed appropriately.
- 25. No alcoholic beverages are permitted on the property by any worker or employee at any time. Any worker or employee seen or suspected of having alcohol or using a controlled substance will immediately be asked to vacate the premises.
- 26. The Occupation Safety and Health Administration ("OSHA") safety rules must be followed at all times in the building and while at Renoir Condominiums.
- 27. At no time shall any contractor or worker use any materials, equipment, vacuum or other property of Renoir Condominiums.
- 28. No Owner may work on or allow work to be done on any fire alarm system. Any Work completed is to be completed only by the Association's authorized contractors.
- 29. Smoke detectors <u>must be covered</u> when working in the Unit in order to avoid triggering false fire alarms as a result of construction dust. Covers must be removed at the end of each working day and tests conducted to ensure that the detectors are returned to their intended functions.
- 30. No contractor or worker may use a demolition hammer or cut a foundation slab. All concrete slabs are of "Post Tension Design." No drilling is permitted!!
- 31. Kindly direct any further questions regarding these Rules or similarly related matters to the property manager.
- 32. These rules are not exhaustive, and an Owner should consult the Governing Documents of the Association to ensure that he/she is in compliance with all Rules and restrictions set forth therein.
- 33. To the extent these Rules are in conflict with the Bylaws and/or Declaration of the Association, the Bylaws and/or Declaration are deemed to be controlling.

34. Invalidation Provision. If any provision is ruled invalid, the remainder of these rules shall remain in full force and effect.

Prior to initiating any Work, an Owner and Contractor must execute the Rules Acknowledgment as indicated below to evidence his/her agreement.

These Rules are required to insure the integrity of the building and the safety of all Unit Owners. Anyone found doing Work inside a Unit or Common Element without the Association's approval will be asked to stop all Work immediately and to restore the area to its original condition.

CONTRACTOR RULES AND ACKNOWLEDGEMENT

The Rules of the Renoir Homeowners Association govern certain activities by Owners and Residents and are strictly enforced. Remodeling/renovating plans must be provided to the on-site manager and approved by the Board prior to work commencing. The following Rules apply to contractors (including but not limited to plumbers, electricians, carpenters, painters, carpet layers, and installers or repairmen). Failure to comply with the Rules below can result in violations / fines for Unit Owners and the removal of contractors unwilling to comply with said rules. The Association assumes no responsibility for contractors failing to comply with the building rules.

CONSTRUCTION IN LOFT AREA – Due to the original construction of the lofts in each Unit, special considerations must be made prior to any work being approved. The pipes to the sprinkler system in the lower portion of the loft are bracketed to the sub-floor of the loft and can easily be damaged during demolition. The possibility for devastating damage to the building should a line be damaged requires that the Renoir take extra precaution. As a condition for approval of a project, every contractor and sub-contractor must sign off on the following guidelines.

All contractors and sub-contractors must meet with the on-site staff to ensure there is a full understanding of the sprinkler system. At this meeting, contractors, sub-contractors and management will discuss the work to be done, how to best prevent damage to the pipes and determine which precautions will need to be taken.

All construction in the loft must be scheduled in advance with the on-site manager. Either the on-site manager or maintenance supervisor must be present in the unit during any demolition to the floor of the loft or the ceiling above the kitchen, downstairs bathroom and spare room.

INSURANCE - Insurance certificates with the Renoir Homeowners Association named as an additional insured must be on file with the on-site manager for both the contractor and sub-contractor.

PARKING - During the work day, contractors should park their vehicles in the guest lot on the East side of the building. If the guest lot is full, please speak with the on-site manager to discuss alternatives. Contractors may not block any driveway or impede access to other vehicles or handicap spaces.

CHECK IN/OUT - All contractors must check in at the front desk on a daily basis beginning no earlier than 8:00 AM. Access to individual units for remodeling/renovating will be granted only if such Work has been approved in advance by the Board and the Owner. General contractors are responsible for explaining how to work the front door system to all their workers. Contractors are expected to give the unit number and the purpose of their work prior to gaining access to the building. All contractors are expected to have their work completed and have cleared the lobby no later than 4:00 PM. No work is permitted on Saturdays, Sundays, or legal US holidays, with the exception of emergency repairs of Owner appliances and systems.

MATERIALS/EQUIPMENT – Since all materials/equipment must be brought in through the lobby, it is the responsibility of the contractor to protect the lobby and interior floors. No materials or equipment may be left in the lobby, hallways, stairwells, elevators, the garage or balconies at any time.

ELEVATORS/HALLWAYS – The elevators will be available to contractors from 8:00 am to 4:00 pm. Elevators must be padded prior to transport of any materials or equipment that may cause damage to the floor or walls. Contractors are required to protect the carpet in front of the units and take necessary steps in order to avoid tracking construction debris into the hallways. Contractors are responsible to pick up any debris that may have dropped in the hallways and elevator at the end of the day.

DEBRIS REMOVAL/NOISE - Contractor must use every precaution to mitigate dust, construction material fumes, and noise while operating in the building. Contractors are responsible for the removal of all debris. Debris, trash, and boxes are not to be stored in common areas and are not to be discarded in the building's trash receptacles. The lobby is given a final cleaning at 4:30 pm and debris must be cleared from the hallways, elevators and lobby beforehand.

CONTRACTOR CONDUCT - Contractors must keep in mind that they are guests in the building. Profanity and/or unprofessionalism towards Owners or building staff will not be tolerated and violators will be asked to leave the building immediately. Contractors who eat lunch on property are responsible to clean up their trash immediately. Trash should never be left in the hallways or parking lot.

I sign below to acknowledge that I have read, understand, and will comply with the Rules mentioned above. I understand that I may be subject to fines in the event of failure to comply.

Contractor	Company Name	Date
Sub-Contractor	Company Name	Date
Owner	Unit	Date
Acknowledged by:		
Manager	Date	

RECORDER'S MEMORANDUM:

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

FILED FOR RECORD

8:00:00 AM

Friday, August 2, 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

Friday, August 2, 2019

COUNTY CLERK HARRIS COUNTY, TEXAS