

THE RENAISSANCE AT RIVER OAKS UNIT OWNERS' ASSOCIATION
MEETING OF THE BOARD OF DIRECTORS
October 13, 2021

**Resolution to Adopt Amendments to the Restated and Amended Rules and Regulations of
Renaissance at River Oaks Unit Owners' Association**

The undersigned, being a duly authorized representative of The Renaissance at River Oaks Owners' Association, (the "Association"), a Texas Non-Profit Corporation, pursuant to Chapter 22 of the Texas Business Organizations Code and §82.102 of the Texas Uniform Condominium Act ("TUCA") adopt the following resolution at a duly called board meeting:

WHEREAS, the Association is responsible for the governance and maintenance of The Renaissance at River Oaks as described in the condominium declaration for the Association and exhibits attached thereto filed in the office of the County Clerk of Harris County, Texas, under Film Code No. 179082 et seq., of the Condominium Records of Harris County, Texas; and

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

WHEREAS, the Association is authorized to adopt and enforce reasonable rules and regulations for the administration of the Association and Dedicatory Instruments, the maintenance, management, operation, use, conservation and beautification of the Condominium, and the health, comfort, and general welfare of the occupants of Units, pursuant to state law and its governing documents; and

WHEREAS, Restated and Amended Rules and Regulations of Renaissance at River Oaks Unit Owners' Association were previously adopted by the Association and filed under County Clerk's No. 20130644372 and amended under RP-2019-20621 in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, for the benefit of the Association, the owners, and the residents, the Board deems it necessary to adopt updated Restated and Amended Rules and Regulations which shall replace and supersede the previously adopted Rules and Regulations.


NOW, THEREFORE, BE IT RESOLVED, that upon careful consideration and deliberation, with all motions being correctly proposed and seconded, the Board voted to adopt the updated Restated and Amended Rules and Regulations attached hereto as "Exhibit A" and incorporated herein for all purposes.

RP-2021-013701

CERTIFICATION

I, the undersigned, being the President of The Renaissance at River Oaks Unit Owners' Association, hereby certify that the foregoing Resolution was adopted by at least a majority of The Renaissance at River Oaks Unit Owners' Association's Board of Directors.

Approved and adopted by the Board of Directors on the 13th day of October, 2021.



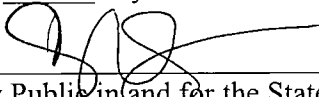
LESLIE PRUSKI, President
The Renaissance at River Oaks Unit Owners'
Association

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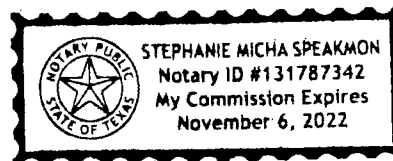
ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared Leslie Pruski, President of The Renaissance at River Oaks Unit Owners' Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.


Given under my hand and seal of office this 13th day of October 2021.



Notary Public in and for the State of Texas



RECORDED BY:

 SEARS
BENNETT
& GERDES, LLP
6548 GREATWOOD PKWY.
SUGAR LAND, TX 77479

KP-2021-0137U1

THE RENAISSANCE AT RIVER OAKS UNIT OWNERS' ASSOCIATION
RULES AND REGULATIONS

These Rules have been adopted by the Board of Directors of The Renaissance at River Oaks Unit Owners' Association in accordance with the provisions of Article VI, section 1(h), of the Second Restated and Amended By-Laws for Renaissance at River Oaks Unit Owners' Association (the "By-Laws").

These Rules apply to the Units, Common Elements and Limited Common Elements. By owning or occupying a Unit in the Renaissance at River Oaks Condominiums, each Unit Owner and Occupant agrees to abide by these Rules, as well as the obligations of Unit Owners and Occupants provided in the Declaration, By-Laws, and Construction Rules.

For the convenience of Unit Owners and Occupants of The Renaissance at River Oaks, these Rules may restate some of the rules and covenants contained in the Declaration. Most of these Rules, however, are in addition to the Declaration and By-Laws.

These Rules are subject to being revised, replaced, or supplemented. Unit Owners and Occupants are urged to contact onsite management to verify the rules currently in effect on any matter of interest. These Rules shall remain effective until the Association delivers notice of an amendment or revocation of these Rules to Unit Owners.

In the event of a conflict between Governing Documents (as defined herein), the hierarchy of authority shall be as follows: the Act (highest), the Declaration, the By-Laws, these Rules, the Construction Rules, and community policies promulgated by the Board to supplement these Rules (lowest).

A. COMPLIANCE

1. Compliance. Each Unit Owner and Occupant shall comply with the provisions of these Rules, the Construction Rules, the Act, the Declaration, the By-Laws, and community policies promulgated by the Board to supplement these Rules, as any of these may be revised from time to time (collectively, the "Governing Documents"). Each Unit Owner, additionally, shall be responsible for compliance with the Governing Documents by the occupants or tenants of his or her Unit and his or her or their respective families, invitees, tenants, subtenants, agents, employees, or contractors. A Unit Owner or Occupant should contact onsite management if he or she has a question about these Rules.

2. Additional Rules. Each Unit Owner and Occupant shall comply with all rules and signs posted on the Property by the Board or onsite management, including those regulating the use of recreational facilities. Each Unit Owner and Occupant shall comply with notices communicated by onsite management or the Board, in the nature of seasonal or temporary rules.

3. Waiver. Certain circumstances may warrant waiver or variance of these Rules. A Unit Owner must make written application to the Board for such waiver or variance. An Occupant may also make such application with the written consent of the Unit Owner of such Unit. If the Board

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deems the waiver or variance warranted, the Board may condition its approval, which must be in writing to be effective.

4. Emergency. Notwithstanding anything in these Rules to the contrary, the Board and the Officers, onsite management, and/or the gate attendant shall be entitled, in the event of an emergency, to take any such actions as are reasonably necessary to preserve the life, health and safety of Unit Owners, Occupants and other persons on or near the Condominium and to prevent damage or destruction of the Property.

5. Complaints. Complaints about an Association contractor or onsite staff must be submitted in writing to onsite management or the Board.

6. Special Privileges. All Owners and Occupants are entitled to the same level of service, thus special privileges or exceptions to the Governing Documents are not to be sought from the Association or onsite staff, except as provided in paragraph A-3 above.

B. OBLIGATIONS OF UNIT OWNERS AND OCCUPANTS

1. Safety. Each Unit Owner and Occupant is solely responsible for his or her own safety and for the safety, well-being and supervision of his or her guests and any person on the Property to whom the Unit Owner or Occupant has a duty of due care, control, or custody.

2. Damage. Each Unit Owner is responsible for any loss or damage to his or her Unit, other Units, the personal property of other Unit Owners and Occupants or their guests, or to the Common Elements and improvements, if such loss or damage is caused by the Unit Owner or by any Occupant or other person for whom the Unit Owner is responsible.

3. Homeowner Insurance Requirements. Each Unit Owner and Occupant is solely responsible for insuring his or her personal property in his or her Unit, including his or her furnishings, automobile, and items kept in storage areas. Personal property placed in or on the Property shall be solely at the risk of the Unit Owner or Occupant who owns such personal property. Onsite management can provide information regarding the Association's property insurance. The Policy Resolution: Insurance Deductible, which was adopted by the Board in January 2019, has additional information with respect to the Association's insurance.

4. Risk Management. No Unit Owner or Occupant shall permit anything to be done or kept in his or her Unit or the Common Elements, which will result in the cancellation of insurance on any Unit, or any part of the Common Elements or which may be in violation of any law.

5. Reimbursement for Enforcement. A Unit Owner shall promptly reimburse the Association for any expenses incurred by the Association in properly enforcing the Governing Documents against the Unit Owner, his or her Unit, or Occupants or other persons for whom the Unit Owner is responsible.

6. Reimbursement for Loss and Damage. A Unit Owner shall promptly reimburse the Association for the cost of any loss or damage to the Property caused by the negligence or willful

misconduct of the Unit Owner or the Occupants or other persons for whom the Unit Owner is responsible under the Governing Documents.

C. OCCUPANCY STANDARDS

1. Safety. The Association may prohibit occupancy by a person who constitutes a direct threat to the health or safety of other persons or whose occupancy would result in substantial physical damage to the property of others, pursuant to the Fair Housing Act.

2. Term of Lease. A Unit Owner shall have the right to lease, or permit a subsequent sublease or assignment of all (but not less than all) of his or her Unit. No Unit shall be leased, subleased, or assigned for hotel or transient purposes. Any lease of a Unit must be for a period of at least six (6) months but no more than two (2) years.

- a. Written Leases. Each lease of a Unit must be in writing, and a Unit Owner shall provide the Manager with a copy of each executed lease of that Unit Owner's Unit within ten (10) days. Each lease should clearly incorporate reference to the lessee's obligation to read and abide by the Governing Documents.
- b. Lease Termination. Terminations of leases should be reported to onsite management. Onsite management will deactivate the former tenant(s) access card(s).

3. Entry Keys. All Unit Owners and Occupants shall deposit a duplicate Unit entry key with onsite management which will be locked in a safe and will be kept for limited use related to emergencies, maintenance, repair or upkeep of the Property and as the Unit Owner may otherwise instruct. This requirement is intended for the safety of Unit Owners and Occupants and to minimize or prevent damage to neighboring Units from such incidents as running water, fire, or other unforeseen situations. Each Unit Owner takes full and sole financial responsibility for forced entry under circumstances of reasonable cause as determined by onsite management or the Board, if proper keys have not been furnished to management. In no event shall the Association, the Board, the Manager or any Association employee, contractor, or agent be liable for such entry. The Unit Owner may also leave duplicate keys with onsite management for an authorized individual to pick up at the Unit Owner's risk and responsibility.

4. Door Locks. Unit Owners may, after prior approval of onsite management, change front door locks as long as they conform to building specifications and uniformity. Each Unit Owner is required to immediately provide the appropriate keys to onsite management.

5. Unit Security Systems. If a Unit contains an interior security system, that system is the personal property of the Unit Owner. Each Unit Owner must provide onsite management with the security code. The Association shall not be responsible for any charges incurred in connection with the use or operation of the security system.

6. Violation. Unit Owners are responsible for violations of the Governing Documents by their lessees or invitees, employees and/or outside contractors and any damage to the Condominium caused by same.

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D. GENERAL USE AND MAINTENANCE OF UNIT

1. Residential Use. Each Unit shall be allowed to be used (i) for residential purposes and (ii) as premises which are used by a professional or quasi-professional Occupant thereof as both a residence and a home office for professional pursuits which shall not be disruptive or violate the use, enjoyment and rights of other Owners. Except for those activities conducted in connection with a home office as set forth above, no industry, business, trade or commercial activities, unscheduled public visits, nonresidential storage, mail or other use of the Unit shall be conducted, maintained or permitted in any part of a Unit, nor shall any Unit be used or rented for transient, hotel or motel purposes. No improper, offensive or unlawful use may be made of the Property.

2. Annoyance. No Unit may be used in any way that may reasonably be considered annoying to Unit Owners and Occupants of neighboring Units, or that may endanger the health or safety of other Unit Owners and Occupants or violate any law or any provision of the Governing Documents.

3. Maintenance. Each Unit Owner, at his or her sole cost and expense, shall maintain his or her Unit and keep it in good repair, including the inner, finished surfaces of the Unit's perimeter walls, floors, and ceilings.

4. Patio or Balcony. Each Unit Owner and Occupant shall keep his or her Unit and patio or balcony, if any, in a good state of cleanliness, taking care that the cleaning of his or her patio or balcony does not annoy or inconvenience other Unit Owners and Occupants. A patio or balcony may not be enclosed or used for storage purposes. Balcony flooring cannot be altered (e.g., by tiling) as this will affect the integrity of the construction and could cause water intrusion into the Unit. Objects that might blow off balconies and cause a hazard (e.g., oversized umbrellas, pillows, cushions, and other light weight objects) or large objects that might exceed weight limitations, cause health, safety, insurance, or liability issues (e.g., hot tubs) are not permitted, unless otherwise approved by the Board of Directors. Potted plants on railings must be properly secured so as not to blow off and have proper drainage so that no spillage mars the exterior of the balcony or affects the Units below.

5. Non-electric Equipment. Only electric grills are permitted to be used on balconies. Gas, propane, and charcoal grilling of any kind is prohibited on a balcony. No Unit Owner shall keep or use a gasoline, propane or a non-electric powered generator in their Unit.

6. Exterior Windows. Maintenance and repair of windows along the exterior of the Buildings shall be completed by the Association only. The cost of maintenance or repair of exterior windows may be assessed against a Unit Owner if required due to damage caused by the Unit Owners or Occupants, contractors hired by Unit Owners or Occupants, or other persons for whom the Unit Owner or Occupant is responsible.

7. Air Conditioning Equipment. Each Unit Owner, at his or her sole cost and expense, shall maintain, repair, and replace the heating and cooling equipment/system serving their Unit including periodic maintenance. Filters of the size used in the original air handlers will be provided periodically by the Association. .

8. Periodic Unit Entry. The Association will periodically arrange for entry to each Unit in order to maintain the common elements of the Property including plumbing, testing the fire safety system, accessing the eaves for roof inspections and repairs, changing air handler filters (if the air handler continues to use a filter of the same size as the original filters) and other common element maintenance needs.

9. Mini Horns. The mini horns inside each Unit are tied into the Fire Alarm system in the buildings. Under no circumstances are they to be disconnected.

10. Combustibles. No Unit Owner or Occupant may store or maintain, anywhere on the Property (including within a Unit) explosives or materials capable of spontaneous combustion.

11. Report Malfunctions. A Unit Owner or Occupant shall promptly report to onsite management his or her discovery of any leak, break, or malfunction in any portion of his or her Unit or the adjacent Common Elements for which the Association has a maintenance responsibility. The failure to report promptly a problem may be deemed negligence by the Unit Owner or Occupant, who may be liable for any additional damage caused by the delay.

12. Utilities. Each Unit Owner or Occupant is responsible for maintaining all utilities to his or her Unit except for water, sewer and trash services which are maintained by the Association. .

E. GENERAL USE & MAINTENANCE OF COMMON ELEMENTS

1. Intended Uses. Every area and facility on the Property may be used only for its intended and obvious use. For example, walkways, stairways, sidewalks, elevators and driveways are to be used exclusively for purposes of access, not for social congregation or recreation.

2. Grounds. Unless the Board designates otherwise, Unit Owners and Occupants may not use or abuse any landscaped areas, lawns, beds, and plant materials on the Common Elements.

3. Utilities. Each Unit Owner and Occupant shall endeavor to conserve the use of any utilities furnished through the Association, including water consumption within the Unit.

4. Garage Spaces. A Unit Owner may lease or assign and transfer his or her exclusive right to use garage space which is appurtenant to his or her Unit but only to another Unit Owner, and such lease, transfer or assignment may be made for a term or perpetually as such Unit Owners may agree between them. In the event of any such assignment of transfer, the Unit Owners involved shall cause an appropriate instrument of transfer to be prepared and executed by such Unit Owners, which instrument shall be joined in by an officer of the Association and shall be prepared at the expense of the reallocating Unit Owners. Such instrument of transfer shall recite the term of any assignment of transfer between the Unit Owners and shall designate the Garage Spaces, the exclusive use of which was assigned or transferred. .

5. Abandoned Items. No item or object of any type shall be stored, placed, or maintained anywhere on the Common Elements (other than Limited Common Elements assigned to a

particular Unit), including windowsills, balcony railings, hallways, passageways and courtyards, except by the Board or with the prior written consent of the Board. Items of personal property found on Common Elements are deemed abandoned and may be disposed of by Onsite management.

6. Maintenance. Common Element maintenance is supervised by the onsite management under the direction of the Board. Suggestions concerning changes in maintenance schedules or routines should be submitted to onsite management.

7. Modifications. Suggestions concerning the location or arrangement of Common Element property such as artwork, signs, exercise room equipment, trashcans, etc. may be submitted to onsite management. Unit Owners may not make such changes unilaterally. Appeals concerning the Common Elements may be made, in writing, to the Board.

F. COMMUNITY ETIQUETTE

1. Courtesy. Each Unit Owner and Occupant shall endeavor to use his or her Unit and the Common Elements in a manner calculated to respect the rights and privileges of other Unit Owners and Occupants.

2. Annoyance. Each Unit Owner and Occupant shall avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other Unit Owners and Occupants or their guests. The Manager or its' employees or agents, the gate attendant and/or a designated representative of the Association, or any federal, state or local law enforcement agency shall have the right to remove any guest who is unruly or otherwise violating these Rules.

3. Noise and Odor. Each Unit Owner and Occupant shall avoid making or permitting to be made loud, disturbing noises, noxious odors or other such nuisances that could disturb residents of other Units. Residents should avoid using household appliances or media equipment (washers/vacuums/loud music/loud televisions) after 10:00 p.m. Quiet hours are from 10:00 p.m. to 6:00 a.m. Construction rules and regulations can be found in the Restated and Amended Construction Rules of the renaissance at River Oaks.

4. Smoking Policy. Smoking is not permitted in any of the Common Elements (including but not limited to, the clubhouse, elevator lobbies, elevators, corridors, passageways, pool area or fitness center), except in such areas as may be clearly designated for smoking by the Board. Any person smoking in any such designated area shall pick up all waste generated and dispose of it in an appropriate manner.

5. Reception Interference. Each Unit Owner and Occupant shall avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephone, wireless network, or electronic reception on the Property.

6. In-Unit Services. Onsite Management's employees are not permitted or authorized to solicit or render personal in-unit services to Unit Owners and Occupants.

7. Association's Liability as Bailee. Each Unit Owner and Occupant agrees that the Association is not responsible for any item or article left with or delivered to an individual engaged by the Association other than loss or damage arising from the gross negligence or willful misconduct of such an individual.

8. Compliance with the Law. Unit Owners and Occupants may not use the Property for unlawful activities. Each Unit Owner and Occupant shall comply with applicable laws and regulations of the United States and of the State of Texas, and with ordinances, rules, and regulations of the City of Houston, Texas. A Unit Owner or Occupant who violates this provision shall hold the Association and other Unit Owners and Occupants harmless from all fines, penalties, costs, and prosecutions for such person's violation or noncompliance.

9. Hallways and Doors. For safety, liability, and quiet enjoyment reasons, no one is allowed to run or play in the hallway. Front entry doors to Units are for ingress and egress and are not allowed to be propped open. Doors must remain closed at all times.

10. Carts. Grocery carts are provided by the Association for the convenience of the residents. It is important that carts are replaced in their designated area within 60 minutes after use. Carts left in the hallways or elevators are not considered returned.

11. Gate Attendants. The Association provides a 24-hour gate attendant for the purpose of monitoring traffic and providing owner convenience. Guests, visitors, housekeepers and/or other employees may gain access to the property with Unit Owner approval through the gate attendant or by following the instructions on the key pad at the gate/elevator. The gate attendant can be reached at 713-724-6725. The gate attendant is NOT a police officer; call 911 for emergencies.

G. ARCHITECTURAL CONTROL

1. Common Elements. No Unit Owner or Occupant may change, remodel, decorate, destroy, or improve the Common Elements, nor do anything to change the appearance of the Common Elements, including, but not limited to, the entry door, patio, balcony, hallway, landing or walkway around the Unit, provided that, modest decorations on the outside of the hallway door of a Unit are permitted. Suggestions for improvements and /or changes to the Common Elements should be made to onsite management or the Board.

2. Interior of Individual Units. A Unit Owner must do the following prior to commencing work on any significant renovation or modification within a Unit, including, but not limited to, construction, removal, or other material modification of walls, electrical systems, or plumbing systems. According to the Restated and Amended Construction Rules of the Renaissance of River Oaks, a Unit Owner must submit a detailed plan in writing for all such proposed modifications to onsite management for approval. No work may begin until such plan is authorized in writing by onsite management. The Board authorizes onsite management to carry out inspections of the Unit as work on the Unit progresses. A final inspection and approval of such modifications are required. Any modifications not completed in accordance with the approved plan must be corrected at the Unit Owner's expense; failure to correct an unapproved modification will be considered a violation and may be subject to a fine.

3. Prohibited Acts. No person other than the Association may:
 - a. Post signs, notices, or advertisements on the Common Elements or in a Unit if visible from outside his or her Unit. Posting notices on bulletin boards where provided is allowed, however, notices must be approved by onsite management. Open House signs are allowed but must be approved by onsite management.
 - b. Place or hang an object in, on, from, or above any window, interior windowsill, patio or balcony that detracts from the appearance of the Property.
 - c. Hang, shake, or otherwise display linens, clothing, towels, rugs, shoes, mops, bedding, or other similar items from windows, doors, patios, balconies, hallways or passageways.
 - d. Cause anything to protrude through an exterior wall or roof.
 - e. Erect or install exterior horns, lights, speakers, aerials, antennas, satellite dishes or other transmitting or receiving equipment, except antennas and satellite dishes that are (i) no greater than one meter in diameter or diagonal measurement, (ii) wholly within a Unit or any Limited Common Element appurtenant thereto, and do not extend onto or over any Common Elements; (iii) are installed in a manner that does not require modification of, including drilling into or through, any Common Element; and (iii) in order to ensure the safety of others, if located above ground level, are installed in a manner that will withstand level 5 hurricane-force winds.
 - f. Except as permitted under paragraph G-1, place decorations or furnishings on the Common Elements.
 - g. Obstruct walkways, entranceways, hallways and any other Common Elements.
 - h. Plant or place flowers or plants on the Common Elements.
 - i. Take commercial photographs, including motion pictures and videos, of the Common Elements or use same for commercial purposes without the prior written consent of the Board.
 - j. Use, borrow or remove any equipment or property owned by the Association without prior authorization from onsite management. If authorized, such equipment or property must be returned to its proper point of origin immediately after use. If any Unit Owner or Occupant repeatedly violates this paragraph, the Board or onsite management may revoke such Unit Owner's or Occupant's right to borrow such property.

4. Window Treatments. A Unit Owner must install window treatments inside their Unit at their sole expense. The exterior of all window treatments must follow these guidelines:
 - a. No aluminum foil, reflective window treatments, sheets or blankets are allowed;
 - b. The exterior of all window treatments must be neutral in color (white, off-white or cream); and
 - c. Window treatments must be maintained in good condition.

H. MOVING AND DELIVERY INFORMATION

1. Moving Notification. All Unit Owners and Occupants moving in or out of a building must notify onsite management two days in advance. At that time a refundable security deposit in an amount established by the Board must be provided by the Unit Owner or Occupant moving to cover any possible damage to the Property or cleanup costs incurred as a result of the move. If notification and deposit are not received in advance, the gate attendant will not allow a moving

vehicle on the property. The Unit Owner or Occupant, together with onsite management, will make an inspection of the areas used during moving before the deposit or any portion of the deposit will be returned to the Unit Owner or Occupant.

2. Delivery Notification. Notice must be given to Onsite management prior to delivery of large items such as furniture and appliances to facilitate padding of the elevators to prevent damage.

3. Hours. Deliveries of large items and moves must be scheduled to start no earlier than 8:00 am and must be completed by 6:00 p.m., Monday through Saturday. The gate attendant will not allow delivery of large items and moving trucks on the property before or after that time. No deliveries of large items or moves are allowed on Sundays or holidays (a list of holidays is available from onsite management).

4. Moving Trucks. No large moving trucks (18 wheels) are allowed on property. Moving vans and trucks must park in areas specified by onsite management/gate attendant to ensure that vehicles or parking spaces are not blocked and drivers must leave contact information such as a cell phone number with onsite management or the gate attendant in case the vehicle must be moved.

5. Access. In order to be admitted onto the property, all delivery and moving company employees are required to present a valid form of photo identification to onsite management.

6. Elevators. The Association does not offer freight elevator service. Onsite management will have the elevators padded for deliveries of large items, such as appliances, sofas or beds, and for all move-ins and move-outs. The use of the elevator is available at all times to all residents. Moving of furniture and other household items cannot prevent use of the elevator by others and cannot disrupt the quiet enjoyment of other residents.

7. Parking. Delivery and moving vehicles must park in areas specified by the gate attendant or onsite management.

8. Boxes. Boxes must be broken down and taken to the dumpster. Do NOT put boxes down the trash chute. Do NOT leave packing material on the floor in the trash room. If trash bags are too large for the chute, they should be deposited in the dumpster. Disposing of or leaving large items such as furniture, mattresses, appliances or other objects in the dumpster area is prohibited. Any cost the Association incurs for pick up and removal will result in the loss of the moving deposit, charge-back of the cost against the Unit, and/or a fine.

9. Insurance. General Liability Insurance with minimum coverage limits as set by the Board must be provided by the delivery or moving company to cover any possible damage to the Condominium property or cleanup costs incurred as a result of the move.

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I. TRASH DISPOSAL

1. General Duty. Unit Owners and Occupants shall not litter on Common Elements, shall keep the Common Elements clean, and shall dispose of all refuse in receptacles provided specifically by the Association for that purpose.

2. Hazards. No Unit Owner or Occupant may store trash inside or outside his or her Unit or in any Storage Space in a manner that encourages vermin, causes odors, or may permit the spread of fire. Before discarding coals, ashes, logs, or other materials used in barbecue grills or fireplaces, each Unit Owner and Occupant shall ensure that the debris is thoroughly cold.

3. Use of Trash Chute, Dumpsters. Each Unit Owner and Occupant shall place trash entirely within trash chutes and dumpsters. Trash may not be placed outside, next to, or on top of a trash chute or dumpster or in any trash chute room or in any hallway. All trash placed in a trash chute or dumpster must be securely contained in trash bags not larger than 13 gallon tall kitchen bags. No boxes, furniture or other large items that could block a trash chute may be placed in a trash chute. Trash chute and dumpster doors are to be closed at all times when not in use.

4. Large Items. Disposing of or leaving large items such as furniture, mattresses, appliances or other objects in the dumpster area is prohibited. Any Unit Owner or Resident disposing of or leaving large items such as furniture, mattresses, appliances or other objects in the dumpster area that will not be picked up by the trash company with normal trash removal or will cause the Association additional cost for removal will have the additional cost billed back to his or her unit. Discarded Christmas trees should be wrapped to avoid dropping dry needles or flocking in a hallway or elevator. Any cost incurred by the Association to clean the Property after Christmas tree disposal will be billed back to the offending Unit Owner or Occupant.

J. PARKING AREA RESTRICTIONS

1. Permitted Vehicles. To be permitted in the Parking Area, a vehicle must be operable and be owned, leased or rented by a current Unit Owner, Occupant or employee of the Association or their respective current, on-site guests or service providers. For purposes of these Rules, permitted vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles. The following are not permitted in the Parking Area: trailers, boats, recreational vehicles, buses, large commercial trucks, or industrial vehicles. Storing or keeping vehicles on-site for non-residents is not permitted.

2. Electric Vehicles. Electric vehicles are permitted. Unit Owner is responsible for installing an electrical outlet after obtaining Board approval for such installation and is also responsible for the related electricity bills. .

3. Repairs. All vehicles must be muffled and in good repair. Washing, repairs, restoration, or maintenance of vehicles is prohibited in the Parking Area, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility. Cars with any

fluid leaks must be repaired within 24 hours or removed from the garage. Any cost incurred by the Association to clean Parking Area will be billed back to the Unit.

4. Space Use. No parking space shall be used for any purpose other than the parking of automobiles, motorcycles and bicycles. . No Parking Space may be enclosed or used for any purpose that prevents the parking of vehicles. Disability parking spaces may only be used by vehicles with valid disability license plates or placards.

5. Parking Zones. No vehicle may be parked in a manner that interferes with ready access to any entrance to or exit from the Parking Area. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard in the Parking Area. No vehicle may be parked, even temporarily, in spaces reserved for others, in fire lanes, or in any area designated as "No Parking."

6. Violations. Any vehicle in violation of these Rules may be towed or otherwise removed from the Parking Area by the gate attendant or onsite management at the expense of the vehicle's owner. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for Rules violations.

7. Registration. Vehicle registration is required through onsite management. Parking tags will be given at time of registration. These night reflective tags shall be affixed to the rear view mirror with number facing the windshield.

Owners and tenants must return the tags to onsite management when they move from the Property.

- a. If a tag is lost or damaged and must be replaced, there will be a \$5.00 charge for replacement.
- b. If a resident purchases a new vehicle, the tag must be removed from the old vehicle and placed on the new vehicle. Resident must update new vehicle information with onsite management immediately.
- c. Residents in violation of placing the parking tag on the rear view mirror will be sent a warning letter and, if the violation is not cured, fined in accordance with the Association's fine schedule.
- d. All spaces in the garage are assigned to Units. Parking in the garage is restricted to resident use only.

8. Guest Parking. Guest parking is limited to current onsite guests and is restricted to available perimeter parking spaces outside of the parking garage. All spaces in the garage are assigned to Units. Parking in the garage is restricted to resident use only.

K. Pets.

1. Permitted Pets. Subject to these Rules, a Unit Owner or Occupant may keep household pets in his or her Unit. Permitted household pets include domesticated dogs, gentle in disposition; cats; caged birds; and aquarium fish. Permitted house pets also include specially trained animals that serve as physical aids to handicapped persons and have proof of certification.

- a. **Size and Number.** Domesticated pets per Unit are not to exceed one pet over 20 pounds or two pets each weighing less than 20 pounds at maturity. If a pet weighs more than 20 pounds, a Unit Owner or Occupant is only allowed one pet.
- b. **Grandfathered Pets.** Pets that were on the property and registered with onsite management as of June 1, 2003 will be grandfathered in regardless of size. However, subsequent pets will be held to the current Rules.

2. **Registration.** All dogs and cats living on the Property must be registered with onsite management. Forms for registration can be found on BuildingLink and/or CiraNet or provided by onsite management.

3. **Leash.** Pets must be kept on a leash at all times when not inside the Unit or while in the Association’s designated “Leash Free Zone”.

- a. **Leash Free Zone.** The grass area behind C building is designated as a “leash free” or “pet play” area.
- b. Use of this area is at Owner or Occupants own risk. The Association, the Manager, their employees, contractors or agents, are not responsible for any harm or damage caused by or resulting from use of the area. Disputes arising from or the result of use of the “off leash” area must be handled between the individual residents/pet owners. This includes injury or damage to pets, Unit Owners or Occupants, or Property.
- c. These Rules related to pets residing on the Property apply to all pets using or visiting the Leash Free Zone.
- d. The Leash Free Zone is a Common Element and use of this community area is for the enjoyment and enrichment of the entire community. The Leash Free Zone may be used for play and recreation during daytime hours only.
- e. Owners must be present with their pets at all times. It is highly recommended that children in the area be accompanied by an adult.
- f. Owners are responsible for cleaning up after their own pet. The Association will not arrange for cleaning of the area. Pet owners that do not clean up after their pets may be identified using security camera footage and will be fined.
- g. The Leash Free Zone is the only area designated as “off leash” on the Property. All pets off leash must remain in the designated area. For the safety and comfort of all residents, any owner allowing their pet to roam the Property off leash outside of the Leash Free Zone, including entering or exiting the Leash Free Zone, is subject to fines as outlined in these Rules.

4. **Pet Waste.** All pet waste (feces) must be cleaned up from the Property immediately and disposed of in the proper pet waste cans provided throughout the Property.

5. **Prohibited Animals.** No Unit Owner or Occupant may keep a dangerous or exotic animal, trained attack dog or any other animal deemed by the Board to be a potential threat to the well-being of people, property or other animals.

6. **Common Elements.** Except for pets in the Leash Free Zone, no pet is allowed on Common Elements unless carried or leashed by a person having control of the animal. No pet may be

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leashed to any stationary object on the Common Elements. No pet shall be allowed to dwell in the Common Elements. No pet shall be left unattended anywhere outside of a Unit.

7. Disturbance. Pets shall be kept in a manner that does not disturb the peaceful enjoyment of Unit Owners and Occupants of their Units and 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. Pets shall not be left on a patio or balcony for extended lengths of time.

8. Damage. Each Unit Owner and Occupant is responsible for any property damage, injury, or disturbance his or her pet may cause or inflict. Any Unit Owner or Occupant who keeps a pet on the Property shall be deemed to have indemnified and agreed to hold harmless the Board, the Association, and other Unit Owners and Occupants, from and against any loss, claim, or liability of any kind or character whatever resulting from any action of his or her pet or arising by reason of keeping or maintaining such pet on the Property.

9. Removal. If a Unit Owner or Occupant violates these Rules or the community policies pertaining to pets, or if a pet causes or creates a nuisance odor, unreasonable disturbance, or noise, such Unit Owner or Occupant or any person having control of the animal shall be given a written notice by the Board to correct the problem. If the problem is not corrected within the time specified in the notice (not less than 10 days), the Unit Owner or Occupant, upon written notice from the Board, may be required to remove the pet. Each Unit Owner and Occupant agrees to permanently remove his or her violating pet from the Property within 3 days after receipt of a removal notice from the Board.

L. SWIMMING POOL AND EXERCISE ROOM

1. Use of Pool and Spa. All persons using the pool do so at their own risk. There is no lifeguard on duty. There is always a risk of personal injury when using the pool, or the pool deck area. Read and observe all warning signs on the pool deck.

- a. The Association is not responsible for accidents, injury or loss.
- b. Children should not use the pool without adult supervision.

Each Unit Owner and Occupant must be considerate of the other Unit Owners and Occupants in the matter of inviting guests to use the swimming pool since the Unit Owners and Occupants have first consideration as to the use of the pool. Guests are not permitted unless the Unit Owner or Occupant who has invited them is with them at the pool. Each Unit Owner or Occupant shall be deemed to have indemnified and agreed to hold harmless the Board, the Association, and other Unit Owners and Occupants, from and against any loss, claim or liability of any kind or character whatever resulting from his or her use or the use of their guests of the swimming pool.

- c. Anyone leaving the pool area is required to dry off and wear shoes before entering any of the other Common Elements.

2. Hours. Pool and spa hours are 6:00 a.m. – 10:00 p.m. Sunday-Thursday and 6:00 a.m.-11:30 p.m. Friday and Saturday.

3. Disturbances and Safety Issues. Profanity, horseplay, skating, riding toys, scuffling or harassment of other swimmers is not permitted in the pool area. Posted pool rules must be followed. No water balloons are allowed. No glass is allowed in the pool area. If the pool or spa is drained and cleaned as a result of any of the above activities, the expense will be charged to the offending Unit Owner.

4. Proper swimwear is required for swimming at all times; this includes waterproof swim diapers for children who are not potty-trained and adults with incontinence issues.

5. Listening Devices. The volume of radios and other listening devices must be tuned to individual listening only.

6. Health. For the protection of each Unit Owner and Occupant, anyone with an infectious disease, sore or inflamed eyes, a cold, nasal or ear discharge, open sores, or bandages of any kind, cannot use the pool. Except for service animals, pets are forbidden in and around the pool area. No animal may enter the pool.

7. Parties. Parties may be permitted in the pool area pursuant to rules established by the Board. Requests for parties must be submitted in advance and approved by onsite management.

8. Exercise Room. The exercise room is solely for use the use of Unit Owners and Occupants. Children should not use the exercise room without adult supervision. Proper clothing is recommended and a towel is required as each Unit Owner or Occupant is responsible for wiping down the equipment after use. There is a risk of personal injury when using this equipment. Unit Owners and Occupants assume full responsibility for accidents, injuries or property damage/loss resulting from their use of the exercise room.

M. GENERAL AMENITY RULES

1. Clubhouse and Recreation Room. Amenities include, but are not limited to, the Clubhouse and Recreation Room. The Clubhouse (downstairs) and Recreation Room (upstairs) may be reserved through onsite management with payment of a security deposit. The reservation of such amenities shall be on a first-come, first-serve basis, and may only be reserved by a Unit Owner or Occupant. The Unit Owner or Occupant must be present at all times during the use of such amenities. Unit Owners and Occupants are responsible for cleaning the Property immediately after use including any necessary dishwashing and trash disposal. Unit Owners and Occupants are responsible for any property damage, injury or loss sustained while using such amenities. The Association is not responsible or liable in any way for any damage or loss incurred during the use of such amenities. Onsite management or the gate attendant will conduct a pre and post inspection. The cost of any cleaning or repair will be deducted from the security deposit or charged to the Unit Owner.

2. Hours. All amenities shall be available on a first-come/first-served basis during hours established by the Board. It is the responsibility of all Unit Owners and Occupants using such amenities to be considerate during the early morning and late evening hours so as not to disturb

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other Unit Owners and Occupants and to clean-up the Property after use including any necessary dishwashing and trash disposal.

3. Lost and Found. Any items lost on the property may be reported to onsite management. Lost items are held for 90 days prior to disposal. It is the Unit Owner's responsibility to check for lost items during this time frame.

4. Limitation. Reservation of any of the amenities by a Unit Owner or Occupant is prohibited if the Unit Owner or Occupant is in arrears by more than 30 days in any payments to the Association in excess of \$100.00.

N. FINES AND PENALTIES POLICY

1. Compliance. Every Unit Owner and Occupant shall comply with the Governing Documents, as amended. Failure of a Unit Owner or Occupant to comply shall be grounds for action which may include without limitation, an action to recover sums due for damages, fines, injunctive relief, any other remedy provided for in the Governing Documents or at law, or any combination thereof. In addition to all other remedies, a fine or fines may be imposed upon a Unit Owner or Occupant for failure of a Unit Owner or Occupant, his/her family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation in the Governing Documents, provided the procedures in Article VI, Section 1(l) of the By-Laws are adhered to.

2. Violations. Any Unit Owner or Occupant may report violations of the Governing Documents to onsite management, setting forth in writing the date, time, and location, name of violator(s) and description of violation. Onsite management will also be responsible for identifying violations of the Governing Documents.

3. Appeals. Any Unit Owner or Occupant may appeal a fine or violation to the Board. A Board decision regarding any appeal is final.

4. Fines. Fines may be levied/imposed against any Unit Owner or Occupant for violations of the Governing Documents up to the maximum amount permitted by law and only as provided in the written schedule of fines promulgated by the Board. The Unit Owner is responsible for any fines imposed on any tenant of their Unit, if not paid by such tenant.

5. Violations. Unit Owners will be notified in writing about violations. A written warning notice for the first violation will be mailed and sent via electronic mail, unless the violation is a No Tolerance Rule Violation. If the violation is not resolved immediately, the fines below will be levied, subject to amendment by the Board:

Definitions:

- a. Single Violation. Is each individual incident that violates the Rules and Regulations. Single violations may accrue additional and increasing fines if not resolved. Fines will be assessed as follows, plus processing fees:

Single Offense occurs:	Warning Notice
Second Notice of same Violation:	\$50.00
Third Notice of same Violation:	\$100.00
Each Additional Notice of same Violation:	\$200.00

- b. Repeat or Ongoing Violation. Is a subsequent violation of the same rule or failure to correct a violation. Fines will be assessed as follows, plus processing fees:

First Repeat Notice:	\$100.00
Second Repeat Notice:	\$200.00
Third Repeat Notice:	\$300.00
Each Additional Repeat Notice:	\$1,000.00

- c. No Tolerance Rule Violations. If the following rules are violated, there are no warning notices. The Unit Owner or Occupant will be fined at the Repeat and Ongoing Violation Rates.

- i. Failure to comply with Rules relating Term of Lease.
- ii. Failure to timely return carts to designated area.
- iii. Failure to properly dispose of pet waste.
- iv. Failure to properly dispose of large trash item.
- v. Failure to comply with Rules relating to moving and delivery.

- d. Multiple Violations. In the case of at least ten violations consisting of single or separate incidents determined at the sole discretion of the Board occurring within any twelve month period, the Board may elect to impose an additional fine against the offending Unit Owner or Occupant in an amount up to \$10,000.00. Such fine shall be in addition to all other fines hereunder and under the other Governing Documents.

6. Payment of Fines. Fines shall be paid no later than the latter of (i) thirty (30) days after notice or (ii) if the applicable Unit Owner or Occupant has requested a hearing in accordance with Article 9, Section (f)(vii)(1)(b) of the Declaration, delivery to such Unit Owner or Occupant of the written decision of the Board pursuant to such hearing.

7. Application of Fines. All monies received from fines shall be allocated as directed by the Board in accordance with the Governing Documents.

O. MISCELLANEOUS.

1. Security. The Association may, but shall not be obligated to, maintain or support certain activities on the Property designed to make the Property less attractive to intruders than it otherwise might be. The Association, Board, officers, committee members, contractors, agents and employees shall not in any way be considered an insurer or guarantor of security on the Property,

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and shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each Unit Owner, Occupant, guest, and invitee on the Property assumes all risk for loss or damage to his or her person, to his or her Unit, to the contents of his or her Unit, and to any other of his or her property on the Property. The Association expressly disclaims and disavows any and all representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security systems, equipment or measures recommended, installed or undertaken on the Property.

2. Address. Each Unit Owner shall be responsible for providing onsite management with his or her mailing address, email address, telephone number, driver's license number, if any, the name and telephone number of any person occupying the Unit other than the Unit Owner, and the name, address and telephone number of any person managing the Unit as agent of the Unit Owner.

3. Revision. These Rules are subject to being revised, replaced, or supplemented in accordance with the Governing Documents. Unit Owners and Occupants are urged to contact onsite management to verify the rules currently in effect on any matter of interest. These Rules shall remain effective until the Board amends these Rules in accordance with the Governing Documents.

4. Other Rights. These Rules are in addition to and shall in no way whatsoever detract from the rights of the Association under the other Governing Documents and the other laws of the State of Texas and the federal laws of the United States of America.

Effective Date. These Rules shall become effective October 13, 2021.

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10/25/2021 11:43 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$90.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

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