

**Tanglewilde Townhomes Homeowners Association**  
**Rules and Regulations**  
**Adopted October 22, 2009**

1. General

- 1.1. These Rules and Regulations were adopted by the Board of Directors (Board) in accordance with Articles IV, Sections 4, 4a, f and g of the “Condominium Declaration for Tanglewilde Townhomes Condominium” (Declaration), Article IV, Section 5.3b of the By-Laws and Section 82.102 of the Texas Uniform Condominium Act (“TUCA”).
- 1.2. The Board designed these Rules and Regulations in order to make Tanglewilde Townhomes (the “Association”) a comfortable and enjoyable community for all owners and occupants.
- 1.3. The terms used in these Rules and Regulations, unless otherwise noted, shall have the same definition as those terms used in the Declaration.
- 1.4. All owners and occupants must strictly comply with the terms of the Declaration, By-Laws and these Rules and Regulations (the “Documents”); any conflicts existing between the documents shall be governed by the Texas Property Code.
- 1.5. Fines for violations of the Documents have been established by the Board in accordance with Section 82.102 (a) (12) of TUCA, as further detailed in Section 10 of the Rules and Regulations.
- 1.6. Section 3.11 of the Declaration also provides the Association may file a lawsuit for injunctive relief and damages against any owner for such violation of the Documents due to the owner’s conduct. The Association may also file suit against any owner for his/her failure to either evict a tenant or otherwise bring the tenant into compliance with the Documents. All expenses of the Association in connection with any enforcement of the Documents, including court costs, attorney’s fees and damages shall be assessed against the respective owner and shall be secured by the Association’s lien against the owner’s unit as provided in Section 82.113 of TUCA.
- 1.7. Damage caused negligently or intentionally to any of the common area facilities or grounds by a homeowner, tenant or guest of a homeowner will be repaired or replaced at the expense of the homeowner responsible. Anyone who vandalizes Association property will be prosecuted. Damages made by a tenant or guest will be assessed to the homeowner of the respective unit in which they are living or visiting.

2. Pets

- 2.1. No more than two (2) household pets (dogs, cats or other household pets) may be kept in any unit at one time.
- 2.2. No pet may constitute a threat, nuisance or annoyance to any resident. Pets will not be allowed to disturb other residents with noise (barking) or smell.
- 2.3. Pets shall not be allowed to remain unattended on patios, balconies, or inside the garages.
- 2.4. When outside the unit, pets must be leash held and under the control of the owner at all times.
- 2.5. Pet owners must remove feces immediately after the pet defecates anywhere on Association property, and dispose of such using the pet waste stations throughout the property or within the confines of the pet owner’s home in an appropriate and sanitary manner.
- 2.6. No pet shall be maintained or bred for commercial purposes.

- 2.7. The Association may prohibit the maintenance of any animal that is deemed to be a nuisance to the residents.
- 2.8. In accordance with Chapter 6; Article IV: Division 2: Section 6-86 of Houston's City Ordinance, pet owners must register their pet with Animal Control and possess a current city license for such dog and/or cat within 30 days of moving into the City's limit. Registered pets must wear a license tag at all times. Pet owners must submit verification of the pet's registration to the Association's Managing Agent, along with a completed Resident Pet Owners Registration Form.

### 3. Housekeeping

- 3.1. Owners must properly perform all maintenance and repairs to their unit that if left unattended would affect the common property or other owners. Owners are responsible for any damages or liabilities incurred as a result of their failure to properly maintain or repair their unit.
- 3.2. Disposing of debris (i.e., dead leaves, cigarette butts, beverage cans, etc.) on the common grounds is prohibited.
- 3.3. No dumping is permitted in any storm drains, including, but not limited to the dumping of paint, mortar, grout or motor oil.
- 3.4. Individual patios or balconies must be maintained in a neat and sanitary condition and may not be used for storage purposes. Coolers, household furniture, appliances, exercise equipment, bicycles etc. are not allowed on patios and balconies. Outdoor patio furnishings and plants that are in good condition are permitted in private patios and balconies.
- 3.5. The hanging of garments, rugs, towels or any other items from windows, railings, or other areas within view of the common grounds or neighboring units is strictly prohibited.
- 3.6. No advertising signs may be displayed on windows or building. One "For Sale" or "For Lease" sign may be displayed in a front upstairs window of the unit.
- 3.7. Only residential refuse shall be placed in sealed plastic trash bags or closed trash containers for disposal. Trash may be placed outside the garage door no earlier than 7:00 PM the evening before trash pickup days. All containers must be brought back inside no later than 11:00 PM the evening of the trash pick up day. Appliances, hot water heaters, mattresses, heavy or large volumes of yard waste and other heavy goods appropriate for disposal will be collected on the second trash pick up day of each week. Refrigerators, air conditioners, freezers, or other items that contain CFC's (Freon), by law, must have the gas removed by a licensed technician and be red-tagged prior to collection. Items that shall not be placed out for trash pick up shall include, but not be limited to, cross ties, tires, solvents, paint, petroleum products, pool chemicals, fertilizer, herbicides, pesticides, concrete, hazardous materials/chemicals, logs or stumps, car batteries, soil, rocks, medical waste, medical sharps, and closed containers. Residents must personally arrange for and pay for removal of these items.
- 3.8. Electrical appliances, (i.e., dishwashers, dryers, etc.) are not to be left running when the unit is unoccupied.
- 3.9. Working on vehicles in any of the common areas of the property or in garages is strictly prohibited.

### 4. Structural Issues

- 4.1. Alterations to the exterior of the units are not allowed without prior written approval from the Board of Directors. A Home Improvement Request must be fully completed, executed, and approved by the Board of Directors prior to any alterations to the exterior of any unit.

- 4.2. Windows, front doors and sliding glass doors are the responsibility of each individual homeowner and/or resident to keep repaired and cleaned.
- 4.3. Structural alterations to common party walls or exterior walls are not allowed. No painting, staining or otherwise altering the appearance of the exterior of the townhouse or fence without written consent of the Board of Directors.
- 4.4. No changes to interior load bearing walls are allowed without prior review by a structural engineer and approval by the Board.
- 4.5. Units with second story balconies are prohibited from installing any covering on a patio concrete floor (i.e. indoor/outdoor carpet, astro turf etc.), as it has been known to trap moisture and cause premature deterioration to the patio slab and structure. Owners will be held responsible for any damages caused by noncompliance. Owners are prohibited from nailing, screwing, or perpetrating the patio floor or the exterior building wall.
- 4.6. Antennas, satellite dishes and masts may only in be installed on the property in compliance with the Association's rules and regulations regarding same. All satellite dishes are to be mounted on poles inside of the patio of the respective unit. Recommended placement should be on a tripod on the patio if reception is achieved. The dishes should not be visible from outside of the fence. They must not be mounted on the deck of any second story balcony. In cases where this mounting is not possible, the dish can be mounted on the chimney in such a way as to minimize the visibility from the ground. The mounting on the chimney must not use any anchors that penetrate the brick. The preferred method is to use a band around the chimney.
- 4.7. Garage conversions into living space is strictly prohibited.

## 5. Swimming Pool

- 5.1. Pool access is restricted to residents and their guests only.
- 5.2. No glass objects are allowed in the pool area.
- 5.3. ABSOLUTELY NO PETS are allowed inside the fenced pool area, with the exception of seeing eye dogs or handicap assistance pets.
- 5.4. No running or horseplay.
- 5.5. No minor children under 12 years of age will be allowed in pool or pool enclosure without adult (18 years or older) supervision.
- 5.6. No drinking, smoking or food allowed in pool.
- 5.7. All trash and debris must be placed in trash receptacles.
- 5.8. Drunkenness or obscene language will not be tolerated and may result in law enforcement being called and expulsion from the pool facilities.
- 5.9. Swimmers must wear appropriate swimwear. (No cutoffs)
- 5.10. Swimmers with open sores or wounds are prohibited from pool use.
- 5.11. All hairpins, curlers and other such items shall be removed before entering pool.
- 5.12. Keep music level confirmed to pool area only.
- 5.13. Pool users are responsible for maintaining pool area which includes sanitary conditions and leaving pool furniture neatly arranged.
- 5.14. Emergencies call: 911

- 5.15. As posted at the swimming pool area, SWIM AT YOUR OWN RISK, NO LIFEGUARD ON DUTY. Neither Tanglewilde Townhomes Homeowners Association, nor its Agents or property owners, can assume the liability for any incidents occurring at the swimming pool area.
- 5.16. Residents are not allowed to share the pool access code with anyone that is not a resident. Sharing of the entry codes may result in expulsion from the pool facilities.
- 5.17. Pool furnishings are the property of the Association and may not be removed from the pool area. Violation of this rule will result in theft charges being filed with law enforcement.

## 6. Parking Regulations

- 6.1. Each resident will park his/her vehicles INSIDE his/her garage. This includes cars as well as recreational vehicles, boats, etc. Each resident has a garage in which to park their vehicles; the designated parking spaces within the project are for guest parking. Residents who have vehicles that will not fit inside their garage must park on Tanglewilde Street, at their own risk.
- 6.2. Guests/Contractors will park in designated, white-striped parking spaces or on Tanglewilde Street only. Guests/Contractors shall not leave their vehicles on Tanglewilde Townhomes common property for more than twenty-four hours in any forty-eight hour period of time. Guests who plan to stay longer than twenty-four hours must park their vehicles on Tanglewilde Street, at their own risk.
- 6.3. No vehicles (resident or guest) shall park behind a garage except for loading and unloading, in which case the vehicle must have its emergency flashing lights on, the unit's garage door must remain open, and the vehicle must not be parked for more than thirty minutes. Violation of this rule may result in the vehicle being towed at the owner's expense.
- 6.4. NO PARKING signs are posted in various places around the complex; these signs shall be obeyed at all times. Even in the absence of a NO PARKING sign, parking is allowed in white striped spaces only.
- 6.5. The Board shall retain a wrecker service to tow parking regulation violators. The towing policy is as follows:
  - 6.5.1. IMMEDIATE TOW-AWAY (without notice) of any unattended vehicle that:
    - 6.5.1.1. Is in or obstructs a vehicular traffic aisle, entry, or exit of the parking facility.
    - 6.5.1.2. Prevents a vehicle from exiting a parking space in the facility;
    - 6.5.1.3. Is in or obstructs a marked fire lane; or
  - 6.5.1.3.1. From a handicapped parking space if the vehicle does not display the proper plates or placard.
  - 6.5.2. 24 HOUR TOW-AWAY for any vehicle that is parked in any one place in the complex for 24 hours continuously. The wrecker service will place a sticker on any vehicle found in violation of the 24-hour provision indicating the time of violation. The vehicle will be towed after 24 HOURS have expired from time of violation, except as otherwise indicated above.
- 6.6. Inoperable vehicles will be stickered and towed from visitor parking areas at the owner's expense after 48 hours. Vehicles with expired registration or inspection stickers are considered to be inoperable.
- 6.7. Members of the Board of Directors and the Association's courtesy patrol officer may also sticker vehicles found to be in violation of any parking regulation. He/she will note the time of violation on the sticker. The wrecker service may tow any Board-stickered vehicle in accordance with the tow-away policy above.

- 6.8. Any questions regarding this policy should be directed to the managing agent. Any complaints regarding parking or towing should be directed to the Board through the managing agent.
- 6.9. The Association may change wrecker service from time to time. The current wrecker service name and their phone will be posted in prominent locations around the property.

## 7. Other

- 7.1. No noxious or offensive activity is allowed on the property. The Board has the final authority in determining whether or not an activity shall be considered obnoxious or offensive.
- 7.2. Loud noises, radios, stereos or televisions etc. are prohibited, e.g. if it can heard outside of your unit, it is too loud.
- 7.3. Signs, billboards, and any other advertisements of any type are prohibited on the property.
- 7.4. Trees in all patio areas are the responsibility of the owner to maintain. Any tree, vine or plant causing damage to the building must be removed by the owner at the owner's expense. Any damages to the building caused by trees, vines or any other plants will be the responsibility of the owner and costs to repair will be charged back to the individual owner. Trees inside patio areas must be removed at the owner's expense upon the Association's request.
- 7.5. Units are to be used for residential purpose only. Occupancy of the units must comply with the current occupancy standards of the Department of Housing and Urban Development ("HUD").
- 7.6. No commercial usage, (including but not limited to day-care centers, bed and breakfast facilities or business front usage) is permitted.
- 7.7. In accordance with the City of Houston Fire Code Ordinance, the use of outdoor cooking appliances or fire pits within ten (10) feet of any building is strictly prohibited. **OUTDOOR COOKING APPLIANCES AND FIRE PITS MAY NOT BE USED ON OR IN PATIOS, BALCONIES AND GARAGES.** Violators will be reported to the City of Houston Fire Marshall.

## 8. Leasing

- 8.1. Each owner is responsible and legally liable for the conduct of all occupants of his/her unit. The Association relies upon each owner to thoroughly and properly screen the occupants of their units. A copy of the current lease and tenant information must be provided to the Association managing agent.
- 8.2. All leases must be in writing and must provide that the lease is subject to the terms of the Documents, and that noncompliance with any term or condition of the Documents is ground for default under the lease.
- 8.3. All tenants must i) receive a copy of the Documents, and ii) execute a Tenant Acknowledgement Form obtained from the managing agent.

## 9. Insurance

- 9.1. It is strongly recommended that all owners carry an HOB-CON insurance policy to cover personal contents, improvements, loss assessment, liability, and other items in the unit that are not covered by the Association's homeowners insurance policy.

## 10. Fining Policy

- 10.1. Owners are responsible for assuring that their occupants and their guests and invitees comply with the provisions of the Documents. In the event an owner, occupant, guest or invitee of an owner's unit violates any of the provisions of the Documents, the Association shall have the authority to impose a fine upon the owner of the unit for each violation.
- 10.2. Upon determining that a violation of the Documents of the Association or other damages has occurred, the Association shall mail or deliver a written notice to the owner and, if applicable, the occupant of the unit:
  - 10.2.1. describing the violation or property damage and stating the amount of the proposed fine or damage charge;
  - 10.2.2. stating that not later than the thirtieth (30<sup>th</sup>) day after the date of the notice, the owner may request a hearing before the Association to contest the fine or damages charge; and
  - 10.2.3. allowing the owner a reasonable time, by a specified date, to cure the violation and avoid the fine; provided, however that if the owner was given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) month period, the fine may be levied immediately without giving the owner a reasonable time in which to cure the violation.
- 10.3. The Association must give notice of the levied fine or damage charge to the owner not later than the thirtieth (30<sup>th</sup>) day after the date a fine or damage charge has been levied against the owner. All fines and damage charges will be due and payable immediately as of the date of the notice stating that fine(s) or damage charge(s) has been levied, regardless of whether a hearing is requested. If a fine is levied for a violation that can be cured by the owner and the owner does not cure the violation within the prescribed time period, the fine will be due and payable immediately on the date that the period for curing the violation ends, regardless of whether a hearing is requested. In the event an owner requests a hearing within thirty (30) days after the date of the notice, the Board of Directors, at its discretion and after hearing all the evidence may determine that:
  - 10.3.1. the fine is reasonable;
  - 10.3.2. the amount of the fine should be lowered, in which case the owner, will receive a partial refund; or
  - 10.3.3. the fine should be refunded in its entirety.
- 10.4. Any fine or damage charge levied against an owner, pursuant to the fining policy set out herein, shall become part of the assessments for which the owner is responsible for payment, which said assessments are secured by a continuing lien in favor of the Association as provided in Section 82.113 of the TUCA.
- 10.5. The Board shall adopt a schedule of fines, which may be amended from time to time, which shall be available upon request and retained on file with the Association's managing agent.
- 10.6. The schedule of fines is based on an increasing scale. If a homeowner receives a deed restriction violation letter, for example the air conditioner in the window, the letter states they have 30 days to comply. If they do not, a \$25 fine is assessed and a second letter is sent stating the fine and a 15 day compliance request. The fines go up \$25 every 15 days until they reach \$100. If compliance and payment have not occurred, it is turned over to our Attorney. The fines are attached to the homeowners maintenance fee account. If they pay their maintenance fee, the fine is deducted first and the rest is applied to their account.

## Responsibility Matrix

The following is a detailed breakdown of the maintenance and repair responsibilities of the Homeowners Association and the individual owners. In general the Association is responsible for the physical structure of the buildings and common areas. The individual owners are responsible for the interior of the units, doors and windows including the water seals in the doors and windows. A different set of rules applies for damage that is covered by insurance.

### TANGLEWILDE TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

#### REPAIR RESPONSIBILITY

ITEM	OWNER	ASSOCIATION
Structure of unit (interior walls, floors, etc)	X	
Interior sheetrock repairs necessitated by outside sources, ie. roof/siding leaks, foundation, etc.	X	*See Comments
Floor-including carpeting, tile, vinyl, etc.	X	
Wallpaper	X	
Sub-floors	X	
Heating, ventilating and air conditioning equipment	X	
Garbage disposal ranges, refrigerators, dishwashers and any other appliance	X	
Windows, Window panes, window glazing, window caulk	X	
Dryer vents	X	
Exterior door paint (including garage door)	X	*See Comments
Exterior door jambs, door frames	X	
Exterior door maintenance/replacement	X	
Hardware - exterior doors	X	
Exterior Thresholds	X	*See Comments
Garage door (including openers)	X	*See Comments
Water lines off the distribution line and plumbing fixtures inside the unit	X	
Domestic hot water		X
Distribution water lines between buildings and in the walls and attic		X
Damage to distribution water lines caused by owner	X	
Faucets (hose bibs)outside the patio or balcony		X
Faucets (hose bibs) inside the patio or balcony	X	
Unit electrical system including circuit breakers, wiring and distribution panel even if on exterior of building	X	
Unit smoke detector	X	
Unit alarm monitoring system	X	

Doorbell	X	
Light bulbs or other decorative features inside the unit	X	
Light bulbs or other decorative fixtures outside but, controlled by a switch inside the unit	X	
Light bulbs or decorative fixtures on the rear wall by garages		X
Furniture or other personal property	X	
Patio/balcony floor	X	
Patio/balcony fencing		X
Cable TV installation outside the unit		X
Pipes, ducts, wires, cables conduits inside the unit	X	
Cable installation inside the unit	X	
Structure of building (common and exterior walls, roof, etc)		X
Foundation		X
Siding or stucco		X
Brick		X
Roof and gutters		X
Landscaping in common area		X
Fireplace	X	
Fireplace and chimney cleaning	X	
Fireplace chimney caps		X
Concrete patios		X
Driveways and sidewalks		X

\* Unless the repairs were caused by the negligence of the Association, in which case the Association would be responsible for the repairs.