

**RIVERTREE OWNERS ASSOCIATION, INC.
CONDOMINIUM – AMENDED AND RESTATED RULES & REGULATIONS**

Revised: October 8, 2018

In accordance with Section 2.4 of the Declaration for Rivertree Condominiums dated May 6, 1983 and filed for record with the County Clerk of Brazoria County Texas on September 6, 1983 at Volume 1, Page 278 and November 15, 1983 of the Condominium Records of Brazoria County, Texas, the same being Brazoria County Clerk's File Nos. 29715 and 38488 including all amendments thereafter ("Declaration"), Rivertree Owners Association, Inc. ("Association") has the right to make and enforce these Rules and Regulations uniformly and in accordance with all applicable Federal, State and local laws, to promote the safety, care and cleanliness of the Property and for the preservation of good order.

These Rules and Regulations amend, restate and replace those certain Rules and Regulations recorded on October 17, 2013 under Instrument Number 2013051269 in the Official Public Records of Brazoria County, Texas.

These Rules and Regulations shall apply uniformly to all Owners, and their residents, family members, tenants, occupants, agents, visitors, employees and guests, and shall be enforced by the Association's Board of Directors ("Board") and Managing Company ("Management"). These Rules and Regulations are a part of the Association's recorded Plats, Declaration, By-Laws, Policies, and Resolutions as the same may be lawfully amended from time to time ("Governing Documents"). These Rules & Regulations are not meant to list all the Owner's obligations under the Governing Documents. The capitalized terms not defined within these Rules & Regulations shall be defined as stated in the Declaration. These Rules & Regulations were created to detail in one document those categories most applicable to Owners on a daily basis and to clarify other Owner Requirements outlined in the Governing Documents or by law. To the extent these Rules and Regulations conflict with the Declaration or By Laws, the Declaration and By Laws shall control.

The Association hereby notifies Owners and Owner's residents, family members, tenants, occupants, agents, visitors, employees and guests that the Association, Board and Management for the Association are NOT responsible for the Owner or Owner's residents, family members, tenants, occupants, agents, visitors, employees and guests personal property or for actions by any other Owner or their residents, family members, tenants, occupants, agents, visitors, employees and guests.

Board members and Management respect that Owners have individual rights of ownership. Efforts will be made to inform Owners of any violations before any fine is levied or action taken. The purpose of this document is to provide uniform rules of safety, maintenance and appearance, and to maintain the value and reputation of the property. The Association is authorized through the Governing Documents to assess and collect fines from Owners for violations of these Rules and Regulations. The Association will issue one (1) written Violation Notice indicating the Owner will be charged a fine of \$100 if the violation is not cured within the specified time period in the notice. The Owner also has thirty (30) days to request a hearing before the Board to contest the violation. If the violation has not been cured within the time period

indicated on the Notice or a hearing has not been requested, the Owner will be charged a fine of \$100 for the uncured Violation and subsequent \$100 fines, based on the notice time period, will continue without further notice until the Violation has been cured. Second, third, and all subsequent identical Violations incur an additional \$100 fine for each occurrence until cured. In addition to the fines described above, the Association is also authorized to bill-back the Owner for any costs incurred by the Association to control, cleanup, or cure the offense. Such costs include, but are not limited to, the cost to clean, fumigate, replace, rebuild or paint any portion of the Common and/or Limited Common Areas damaged by the Owner as well as any security costs involved to control or eliminate the violation and/or administrative or legal costs if applicable. The fines and bill-back costs described herein are in addition to any other remedy available to the Association in equity or in law.

GENERAL

1. Liability for Negligent Acts – In the event the need for maintenance or repair is caused through the willful or negligent act of an Owner or an Owner's tenant, occupant, family, guests, invitees, or pets, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Unit is subject including the cost of the deductible if an insurance claim is filed by the Association.
2. Contact Information - It is the OWNER'S RESPONSIBILITY to notify the Board through the Management Company of their physical and/or mailing address, phone numbers (including emergency contact information), electronic addresses, and vehicle information and any subsequent changes thereto. In addition, the Association's Governing Documents and state law require that all Owners keep the Association's contact information current for all occupants (including family) and/or tenants of their Units. All information is for the use by the management of the Association and will remain confidential unless disclosure is required by law.
3. One-Family Dwelling – Each Unit shall be occupied and used or leased by the Owner only as and for a residential dwelling for the Owner, his family, his social guests or his tenants.
4. Leasing - No Unit Owners shall be permitted to lease a Unit for hotel or transient purposes, which is defined as a period of less than 30 days. Every lease must be in writing and shall provide that the Lessee is bound by and subject to all of the obligations under the Association's Governing Documents and that failure to do so shall be a default of the lease. Unit Owners must provide lessee with a copy of these Rules & Regulation with the lease. The Unit Owner making such lease shall not be relieved thereby from any of said obligations.
5. Right of Entry – The Association has the right to have access to each Unit from time to time during reasonable hours as may be necessary only for A) the maintenance, repair or replacement of any Common or Limited Area therein or accessible therefrom, B) at any time for making emergency repairs therein necessary to prevent damage to the Common Areas or to another Unit or Units, C) inspection of fixtures deemed a source of damage to common areas or another Unit or Units, or D) in the case of an incident provably deemed an emergency, criminal, health or public safety issue by law enforcement, fire department or public safety officials. Whenever possible, Owners or tenants will be notified of the need for entry.
6. Extra Services - Owner requests made to the Association for any extra services such as replacement pool keys/cards, mailbox lock changes and clubhouse rental will require payment to the Association in advance.

7. Suspension of Rights - The Association has the right to suspend recreation facility usage for repeated violations of that facility.
8. Insurance - No Owner or Owner's residents, family members, tenants, occupants, agents, visitors, employees, guests or pets shall do or permit anything to be done in the Unit or the Common Areas, or bring or keep anything therein, which will in any way increase the rate of insurance for the Property or would result in the cancellation of insurance on any Unit, or any part of the Common Areas, or which is in violation of the law. No motorcycles, scooters, or other internal combustion engines shall be stored within the Unit or the Limited Areas adjacent to the Unit. Each Owner and Tenant/occupant is responsible for obtaining insurance coverage for their own furnishings or other items of personal property and casualty and public liability coverage for within the Unit and, if obtained by Owner, the Owner and/or Tenant must furnish a copy of the insurance certificate to the Association in accordance with the Declaration. The Association is not responsible for insurance covering the liability of any Owner not caused by or connected with the Association's operation or maintenance of the Property.

COMMON AND LIMITED AREAS

9. Damage to Common Areas - Any damage to buildings, grounds, or other Common or Limited Areas, which include, but are not limited to, balconies, patios, lawn, fences, railings, stairways, vestibules, hallways, doors, or entryways, that lie outside the Unit boundaries or to any equipment within the Common or Limited Areas directly caused by an Owner or Owner's tenant, residents, occupants, family members, agents, visitors, employees, guests or pets shall be repaired at the expense of the Owner.
10. Storage of Personal Items - The lawns, walkways, vestibules, stairways, entryways, or hallways shall not be used for storage or parking or be obstructed in any way. Nothing shall be stored in or on any Common or Limited Area without prior consent of Board. No bicycles, toys, or other personal property shall be stored or obstruct entrance ways, stairways, walkways, parking or other Common or Limited Areas. No riding of bicycles on walks or lawns is permitted.
11. Pets - Pets must be on a leash being held by a person capable of controlling the animal when outside a Unit. Pets must not be outside unaccompanied by an owner or tenant. City animal control may be contacted any time unaccompanied animals are observed on the property. Solid pet waste must be immediately picked up and disposed of properly and in accordance with City Ordinances. Pets must not be commonly housed on porches, patios, entryways or vestibules. There shall be a limit of two (2) pets per household. Pets must not be allowed to bark, howl or otherwise make ongoing noise to a level that disturbs residents. The Governing Documents gives the Board the ability to limit size and weight and prohibit any breed of, or individual animal which they consider a nuisance, threat or danger to any other resident, guest or Owner. Outdoor feeding of stray or wild animals is prohibited.
12. Nuisance - No Owner shall make or permit any unreasonable, unlawful, noxious or offensive activity, noise (including loud music or transmissions from vehicles, homes or portable devices) or smell that would be considered a nuisance and would disturb the peaceful enjoyment of other Owners or their residents, family

members, tenants, occupants, agents, visitors, employees and guests, nor permit anything to be done which will interfere with the rights, comfort and convenience of any other Owners or Owner's residents or tenants, occupants, agents, visitors, employees and guests or which interfere with television or radio reception shall be permitted.

13. Equipment Usage - Common and Limited Area fixtures and equipment should be used only for purposes and capacities for which they are designed and problems should be reported to Management immediately.
14. Incident Reports - Owner and Owner's tenant, guest, or family member must notify Management immediately of any accident or injury to any person or property.
15. Pool - The pool is for use by Owners and Residents and their guests only. Any Owner, Resident or authorized guest that allows non-residents access to the pool may have their pool rights suspended. Pool Rules are posted at the pool and will be enforced. The pool hours are from 8:30 AM to 10:00 PM and closed during the Fall and Winter months. Repeat violations will be grounds for action by the Board which could include pool right suspension. Parents/legal guardians will be held responsible for their children's actions. All children under the age of 12 must be accompanied by an adult in the pool area at all times. No more than two (2) guests per unit at a time are allowed in the pool area. Pool furniture owned by the Association may not be removed from the pool area and any damage to the pool furniture or the pool gate caused by Owner or Owner's residents, family members, tenants, occupants, agents, visitors, employees and guests will be charged back to the Owner.
16. Barbecue/Cookers - There will be no barbecue pits/cookers, including electric cookers, allowed on, in or within 10 feet of the exterior of any building or facility including the pool or mailbox areas, patios, porches, balconies, landings, and stairways. In addition to fines from the Association, fines will be assessed by the City of Lake Jackson Fire Marshall.
17. Trash - All trash is to be properly bagged and secured and placed at designated curbside areas on the morning of trash pick-up only. Trash must not be left outside on porches, and not set outside the night before trash pick-up. Loose trash, such as bottles, cans, food packaging, drink cups and other empty or filled containers shall not be left outside units, on stairs, patios or porches, or in parking or common areas at any time. Residents and Owners are expected to maintain a clean, neat Unit exterior free of trash and debris. The trash cans located in the Common Areas including the pool area and mail area are for use in those areas only. Owners/Residents may not use these cans for disposal of household garbage. Trash days for Rivertree Condominiums are currently Tuesdays and Fridays and rules for collection are governed by City ordinances and currently are as follows: Heavy trash collection weeks are the 2nd and 4th Mondays of the month. In order to ensure your heavy trash is collected, it must be placed at the Association's designated location directly west of the mailbox area at the curb by 8:00 AM, on the Monday of the regularly scheduled week BUT *no sooner* than 5:00 AM on the Saturday preceding the Property's regular Heavy Trash pickup week unless prior arrangements have been made with the City for a special pickup. Common household trash, hazardous materials such as propane tanks and contractor trash are not to be placed in the heavy trash collection area.
18. Vehicles - All vehicles located on the Property must be operable and have current license plates and registration/inspection stickers or they will be towed at the vehicle owner's expense after a written violation

warning from the Association. No car washing, oil changing, flushing of radiators or mechanical repairs that require any disassembly of parts is allowed. Parking spaces shall be used for vehicular parking purposes only. All driveways and designated "No Parking" areas must not be blocked. No boats, trailers, campers or other towable or recreational vehicles may be parked at the Property overnight.

19. **Parking** - Parking spaces located directly in front of the buildings are for Owners/Tenants only with two such spots allowed per unit. Guests and additional vehicles are to park in the middle section of the parking lots. Parking is very limited in some areas and violators will be towed at vehicle owner's expense. A valid, current disabled parking permit must be visibly displayed in all vehicles parked in designated disabled spaces. If needed, additional disabled spaces may be added with board approval. Owner/Resident vehicle information must be available to the Association upon request.
20. **Water Line Blockages** - The Association will charge-back to the Owner for the cost of unclogging equipment in cases where stoppages in the water or wastewater pipes serving the Property are found to be caused by the introduction of improper objects therein, such as metal or other material, by the Owner or Owner's tenant, guest, family member or from pet waste or fur.
21. **Clubhouse** - The Clubhouse is available for rental by Owners and Residents only. Rental of the Clubhouse does NOT include rental of the pool or pool area outside the Clubhouse. The rental will be in four (4) hour increments.
22. **Planting** - Except within an Owner's Unit, no planting, transplanting or gardening is allowed on the Common Areas of the Property without prior written permission from the Board. Portable outdoor (potted) plants must be maintained in pots with watering trays to catch any leaking or overwatering. To prevent leaking and water damage to any areas including decks, porches, patios, siding, stairs, foundations and support structures, such trays are not to be overfilled. Any water spilled must be cleaned from patios, decks or porches immediately. Dead plants and visible empty pots/planters shall be removed by tenants/owners from porches, patios or common areas.

ARCHITECTURAL

23. **Alterations to Units** - No structural alteration (construction, addition, modification or removal) of any Unit, Common or Limited Area (as defined in the Declaration and includes the roof, attic, stairway, exterior wall, fireplace, doors, windows, patio, and balcony) is allowed without the express written approval of the Board and, if approved, must be done in strict accordance with such approval and with the provisions of the Governing Documents and applicable laws. This includes replacement of sliding patio doors with French doors or other closures, and addition of storm doors or windows.
24. **Paint** - All window and door trim for windows and patio doors must be painted the same color as the trim color for rest of the buildings. Doors must be painted the current door color of the Property for all Owners. Approved door colors are black or white, excluding outdoor utility area doors, which may be white or the overall Unit color. Formulas and/or colors for commercially available door, wall and trim paint matching these standards will be furnished by the Association upon request. A limited amount of such paint may be furnished on request,

if available. All house numbers should be visible from the parking area, composed of commercially available wood or naturally colored metal, and be 4" to 8" tall. If applicable, numbers will be painted black, white or the approved unit trim color.

25. Exterior Building Components - Exterior (outside) walls, ceilings, porch and patio woodwork must not be marred or defaced in any manner. One small item such as a welcome sign, greeting, or seasonal decoration will be allowed on the outside wall near the door of a unit, but those items must meet community decency standards and not be commonly offensive, vulgar or poorly maintained, and must not include advertising of any kind, including depictions of alcohol, drugs, sales, or commercial enterprises. Satellite dishes may be attached to the patio or balcony fence, but not on the exterior walls or the roof of the building. Once attached, all maintenance and damage to the structure caused by such installation and removal becomes the responsibility of the Owner. Dishes shall be removed by the Owner, tenant or installer, at their expense, within 30 days of discontinuation of active service. After 30 days, the Association has the right to remove such devices at the cost of \$50 per dish, billed to the Owner plus the cost to repair any damage caused by the installation and/or removal.
26. Patio fences - The Association has not, and will not, install any gates in the patio fencing for any unit. Any existing gate installation has been individually paid for and accepted as the responsibility of the Unit Owner. This includes any maintenance or structural upkeep for the entire section of the fence to which the gate is installed.
27. Clothing & Fabrics - No clothing or household fabrics may be dried or aired by hanging over balconies, halls, stairways, railings, patio fences or in the Common or Limited Areas of the Property in such a way as to be seen from outside the Unit.
28. Window Coverings - Aluminum foil, cardboard, bedsheets or blankets, depictions of characters or any paper or other temporary coverings will not be placed over windows or doors visible from the outside of the unit. All window coverings visible from the exterior of the Building must be a white or off-white color. Outside laundry rooms must have vented doors that are painted to match the exterior of the buildings.
29. Signage - No signage of any kind shall be displayed to the public view on or from any Unit or Common or Limited Area unless allowed by law and approved by the Association. Owner's may submit a written request to the Board through the Management Company, acting in accord with the Board's direction, for approval to display signage at the Association's message center located in the mailbox area for a period not to exceed fourteen (14) days.

RIVERTREE MANAGEMENT: 361-788-4563 ANSWERED 24 HOURS A DAY

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