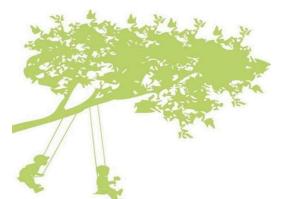
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# **RULES AND REGULATIONS**



Dear Tenants/Landlords,

In consideration of the safety of our residents and the preservation of the property, the enforcement of the Regulations & Rules, Declarations of Covenants, Conditions & Restrictions and By-Laws are effective immediately. Your

support and cooperation as a resident of the Inwood Village Fourplexes is necessary. These rules have been put in place for the safety and comfort of all tenants. Violation of any of these rules will lead to immediate fines and/or eviction. All violations are to be reported immediately to the Inwood Village HOA Management.

# Thank You for making this Our Community!

# CHANGES TO RULES AND REGULATIONS

The Inwood Village HOA reserves the right to change and/or amend these rules and regulations. Violating these rules is punishable by fines and may lead to eviction.

Article XI: Rules and Enforcement 11.01 Authority: The Board and/or the Managing Agent shall have the power to make such Rules and Regulations as deemed necessary for the safe and efficient operation and administration of the Project; to prescribe and enforce penalties for violations of the Rules and Regulations and By-laws of the Association; to assess and fix charges to be levied against the members of the Association and to exercise such other powers as may be necessary or proper to attain the object of the Association.

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# ALL VIOLATIONS MAY RESULT IN A <u>FINE</u>. TENANTS SHOULD BE ADVISED THAT ANY VIOLATION MAY LEAD TO THEIR <u>EVICTION</u> AS WELL AS TO REDUCTIONS TO THEIR SECURITY DEPOSIT.

- 1. **NOISE CONTROL, CURFEW, PARTIES** Be forewarned: The Inwood Village HOA will vigorously enforce all Lease provisions with regard to excessive noise and parties. You are bound by your lease to be responsible for the behavior of your guests and to respect the rights of other tenants at Inwood Village.
  - A. Children under 15 should not be outside their Unit without adult supervision after sunset.
  - B. There is a **10:00PM 6:00AM** curfew for ALL individuals. At 10:00PM we request that you be in your unit or outside the property. This includes residents as well as visitors. Residents will be allowed to go to their vehicles, mail, trash areas, or their units. Hanging out on property will not be allowed.
  - C. Security Officers reserve the right to ID any individual at any time for any reason.
  - D. You may not have a party where there are more than 12 people, all parties must be within your apartment, and not spill out into grounds. Again, you are responsible for the behavior of yourselves and your guests. If a party is too big, uncontrollable, or disturbing the others, management and/or the police will shut it down. Any violations of the party and noise provision of the lease will result in written warnings being sent to the tenants and their landlords.
  - E. Residents will be issued a written "Warning" when in violation of property rules or guidelines. Second violation notice will result in a \$ 75.00 fine. Third violation is grounds for and may result in eviction.
  - F. Likewise, if you find that you are disturbed or bothered by the behavior of other tenants and you have failed in your attempts to remedy the situation, please contact management and/or the police to allow us to address the situation
  - G. All complaints made to management will be held confidentially. Remember your neighbor's right to quiet enjoyment of their apartment and refrain from excessive noise when playing your music or TV. Management wants you to enjoy yourself, but not at the expense of your neighbor's comfort and rights
  - H. NO loud music allowed on the property at any time.
- 2. **RUDE OR AGGRESSIVE BEHAVIOR** Domestic disturbances will not be tolerated, and will lead to fines and/or eviction. Rude or aggressive behavior towards other tenants, property employees, or any other persons on the property will not be tolerated and may result in immediate eviction.

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3. **LOITERING** – No loitering allowed on property at any time. This means no hanging out on the stairwells, parking lots, A/C units, electrical boxes, common areas, etc.

#### 4. ILLEGAL USE OF PREMISES & ILLEGAL ACTIVITIES -

- A. All residents agree not to engage in or permit unlawful activities. This includes under-age drinking and illegal drug related activities in the apartment or grounds. If such behavior is observed, law enforcement will be contacted and tenants will be subjected to immediate eviction.
- B. Any damages of electrical interior or exterior due to an attempt of theft of electricity will be the responsibility of the owner and tenant. If anyone is caught attempting or stealing power, he or she will be prosecuted to the full extent of the law. The HOA is not responsible for replacing any electrical limiter fuse located in the green boxes scattered throughout the community. Any resident caught tampering with electrical meter cans will be prosecuted to the full extent of the law and will be subject to <a href="mailto:immediate eviction">immediate eviction</a>. In the event the limiter fuse is blown out the owner/tenant is 100% responsible for replacement of the limiter fuse.
- C. Anyone caught stealing copper from A/C condensers will be prosecuted to the full extent of the law and if a resident, will be subject to <u>immediate eviction</u>.
- D. The discharge of fireworks in the community is prohibited. A fine of \$500.00 per occurrence may be applied for the discharge of fireworks.
- 5. **ALCOHOLIC BEVERAGES ON THE GROUNDS** No alcohol consumption is allowed outside your unit at any time under any circumstance.

#### 6. GARBAGE DISPOSAL & LITTERING -

- A. All trash must be disposed of properly in the dumpsters located conveniently around the property. A written notification and/or fines will be accessed for improper garbage handling.
- B. Residents and guests shall not litter the grounds of the complex.
- C. Trash, heavy trash, debris, miscellaneous items, stored or left in public view or placed outside for pickup is not allowed. Fine of \$75.00 levied for the violation.
- 7. **PERSONAL PROPERTY** Personal property (i.e. chairs, tables, trash, etc.) are not allowed to be kept on HOA grounds. A <u>fine of \$75.00</u> will be assessed for any personal property left outside on HOA grounds for more than 7 days.
- 8. **BBQ GRILLS** Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048 mm) of combustible construction. BBQ grills must be stored on cement patio areas and must NOT be left unattended while in use.

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In keeping in compliance with the Houston Fire Code (2006 International Fire Code 308.3.1.1), tenants residing in non-sprinkled apartment buildings are allowed to only store on patios or balconies charcoal type pits and tabletop style propane gas grills that use no more than a 2.5 lbs. propane cylinder.

REMOVAL OF BOTH PROPANE GRILLS AND CYLINDERS FROM THE PROPERTY IS REQUIRED. UNDER NO CIRCUMSTANCES IS STORAGE OF PROPANE GRILLS AND/OR CYLINDERS ALLOWED INSIDE UNITS.

#### 9. VISITORS -

- A. Residents are allowed to have visitors.
- B. ALL visitors must show Texas ID and or Texas Driver's License for registration before entering the property. Visitors not in possession of a valid Texas ID will not be allowed on premises.
- C. ALL visitors must identify residents and unit number being visited before entering the property. Name given must match the lease holder as provided on the rent-roll.
- D. Security Officer on duty retains the right to refuse entrance to any visitor at any time
- E. A visitor may not stay for more than 3 consecutive days. With a 3-day prior notification which has the owner/manager's approval to HOA, a tenant may have a particular guest for a MAXIMUM period of 14 nights. Tenants must put visitors on the visitor list.
- F. Any visitor not accompanied by tenants/owners and not on the visitor list will be deemed trespasser and will not be allowed on the property. As a visitor's host, you are responsible for your guest's behavior and whereabouts. Please note, you could be fined and/or evicted for the actions.

#### 10. **PARKING** –

- A. Only vehicles with valid Inwood Village Parking Permits may park in resident parking areas. **UNAUTHORIZED VEHICLES ARE NOT ALLOWED IN THE COMMUNITY AND WILL BE TOWED.**
- B. Tampering with security **Entrance/Exit** gates is grounds for and may result in <u>immediate eviction</u>. Unintentional or negligent damage to the gate may result in a \$100 fine. A written bill for gate repair will be sent to the offending tenant shortly after the damage is noticed and payment is expected promptly upon receipt. Failure to pay for damages is grounds for and may result in immediate eviction.
- C. All residents must have a parking permit to park their vehicle in the community or will be subject to being towed at the vehicle owner's expense.
- **D. Visitors** must park in designated visitor parking spaces and register online. Visitors' permit must be renewed online every 24 hours and no more than a maximum of 3 permits unless they obtain an extended parking permit from

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- E. HOA. Owners/Managers, Contractors, or any maintenance personnel must have a permit from the HOA office.
- F. **A \$100.00 fine** may be assessed for any vehicle parked in a non-designated area, such as the grass, fire lane, or in front of a dumpster. The vehicle may be towed at the vehicle owner's expense without further notice. If a permit has been issued to that car, it may be revoked and all parking privileges suspended.
- G. Commercial trucks or Boats are not allowed to be parked on the property.
- H. **No more than two parking permits will be issued per apartment**. No permit will be issued unless all Lease documents are signed by every tenant on the lease. NO EXCEPTIONS.
- I. In order to obtain a parking permit:
  - i. Car insurance must be current
  - ii. Registration sticker must be current
  - iii. Show a current lease
  - iv. Name of the owner of the vehicle must be on the
- J. All permits remain the property of Inwood Village Apartments. The landlord reserves the sole right to revoke any permit from any tenant not observing the parking regulations. If a permit is revoked a new permit will not be issued to another resident of the same apartment during the current lease term.
- K. Motorcycles will not be allowed on patios, balconies, sidewalk, or in apartments.
- L. Inoperable, tarped, covered or abandoned vehicles, vehicles on jacks or vehicles not actively being repaired or serviced, will be given warning and after set time they will be towed out of the property.
- M. No repairs (including washing of cars and changing oil) may be done to vehicles anywhere on Inwood Village property. Tenants are not permitted to use the outdoor faucets for any reason.
- N. No double parking is allowed anywhere.
- O. All permits must be displayed on the vehicle window to be valid. Permits are not transferable.
- P. If you wish to permit a new or different car, please peel off your old sticker, bring the old permit into the office, and we will issue a new sticker in accordance with the current parking regulations.
- Q. Personal property (bicycles, strollers, etc.), may not be left in the parking lot, stairwell, or chained to trees, etc. Such items may be considered abandoned and disposed of by the management.
- R. Speed limit in Inwood Village is 5 MPH.
- S. HOA reserves the right to revoke parking privileges.

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- 11. **BALCONIES AND PORCHES** Residents shall not store garbage on their balconies or porches. Residents shall not hang laundry outside. For safety reasons, please do not hang or place plants directly on top of balcony railings. All porches and balconies must be kept neat and clean.
- 12. SALES & SOLICITING All sales and soliciting are strictly prohibited on Inwood Village property. Tenants are not allowed to use the premises to conduct business of any kind, including but not limited to, babysitting.
- 13. **MOVING** Cars and trucks are not permitted on the lawns, sidewalks, etc. while you are moving in or out, and are subject to towing without further notice. Any damage to the property will be at the tenant and/or owner's expense.

#### 14. PET POLICY -

- A. NO AGGRESSIVE ANIMALS ARE ALLOWED ON THE PROPERTY AT ANY TIME. An aggressive dog is defined as: Pit Bull, Rottweiler, Bulldog, Boxer or any breed that the HOA board determines is aggressive. This is required by our insurance policy coverage. Owner will be fined up to \$250.00 per occurrence.
- **B.** Any unleashed animal found on the grounds is subject to immediate removal by the local animal shelter. No animal is to be tied to the stairway of the building. The tenants shall receive a written notice immediately that they have two (2) days to remove the animal.
- C. Pet owners are responsible for cleanup of their pets' droppings in common areas.\$75.00fine will apply to violators.
- 15. **DELIVERIES** The Inwood Village Office does not accept packages for residents and is not responsible for any loss or damage resulting from the delivery of residents' packages to the office. In the cases that the residents are not home, Residents are responsible to make arrangements for a proper and safe delivery of their packages.
- 16. **DAMAGE TO THE GROUND AREAS** Tenants will be strictly held responsible for damages on the grounds. **You are also responsible for any damage done by your guests.** A written bill will be sent shortly after the damage is noticed and payment is expected promptly upon receipt. Second violation may result in immediate eviction.
- 17. **CHILDREN** Minors of any age are the responsibility of their parents or legal guardians. All children must be properly supervised by an adult at all times, both inside and outside of their home. Our community is a part of society and as such, there are dangers present from vehicles in the driveways, mechanical motors, gates, staircases, strangers, etc. Where unsupervised children could meet with an accident or be injured.

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- A. No one is permitted to play, run on the balconies, staircases, in parking areas, on sidewalks, roofs or any area where they may disturb other residents unnecessarily. Children must be provided with means of access to their apartment at all times.
- B. Adult residents will assume financial responsibility for damage to the premises, furnishings or landscaping caused by their children or guests.
- **18. HOME DECORATION** Window coverings have been provided for your windows. All window coverings must appear white from the exterior of the building. Aluminum foil may not be placed on the windows or doors.
  - A. Plastic bags filled with water may not be placed on the porch. Water furniture is only permitted on the ground floor of the building with proof of insurance. Water pools and plastic bags filled with water for children to play are not allowed on the property. Your patio or balcony not only reflects your housekeeping, it has a direct impact on the overall appearance of our community. Such as, it is only for outdoor patio chairs and plants. Please do not place clothes, linens, mops, trashcans, appliances, interior, furniture or other items for storage on your patio or balcony. The external appearance of a door and its frame must match the colors of the board approved HOA pallet.
  - B. For any broken window, failure to repair the window within 10 business days of written notice by the HOA will result in the HOA having the window repaired, and all costs being billed back to the unit's owner, unless the damage was done by HOA contractor. If damage is done by HOA contractors the costs will be billed to HOA.
  - C. Decorative embellishments (statues, sculptures, furniture, yard art, etc.) may not be displayed without approval.
  - D. Decorations placed 30 days before or left up 30 days after the holidays must be removed.
- 19. WATER STOPPAGES/SEWER BACKUPS The HOA is not responsible for any building sewer backups or individual unit stoppages. HOA is only responsible when the main line is backed up (i.e. when the entire community or several buildings are backed up.)
  - **EXTERIOR LIGHTING** All porch lights must be on at night. A notice will be given to the owner to restore the light. If the porch lights are not restored within 3
- 20. days, then the HOA will restore the light and all costs plus a \$50.00 fine will be charged. The HOA is only responsible for servicing the main exterior lighting on every building. Owners must ensure that the HOA meter box has power to service the outdoor lights. Any diversion of the electrical circuit, within the building,

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from the HOA meter box is a violation and it is the responsibility of the owner to restore the power to the HOA Meter box. The porch lights by the front entry door and the light fixtures upstairs above the door are the owner/tenant responsibility to replace the bulb.

#### 21. GATE ACCESS CARD -

ALL tenants must have a designated parking sticker and gate card in their possession at all times in order not to be stopped at the entrance gate upon arrival. A gate card is required to enter or exit the property. Residents are required to provide their full name, date of birth, and current lease to obtain a gate card. Card costs are non-refundable. Access cards cost\$15each and can be paid for by cash or money order. Receipts will be issued for the payment.

# 22. TENANTS & RENTAL SCREENING

- A. Each owner must perform a criminal history check on each potential occupant and submit a signed confirmation that a background check has been performed and that the proposed tenant meets all standards set forth by this document otherwise the landlord will be fined \$250.00 per month from the date of discovery. Proof of obtaining a criminal background search report must be presented to the board or HOA management within 15 calendar days from the effective date of the lease otherwise, the owner will be fined \$100.00.
- B. HOA reserves the right to run a background check at any time.
- C. Owners shall never rent their unit (or allow it to be used by) to anyone who has plead guilty, plead no contest or has been convicted of a crime against children, any sex crime, murder or manslaughter.
- D.Owners shall not rent their unit (or allow it to be used by) to any person or persons who have plead guilty, plead no contest or have been convicted of any criminal offense involving the sale of illegal drugs, gangs, theft, prostitution, violence within the last 5 years.
- E. No sex offenders are allowed to reside in the community at Inwood Village. Whether or not his or her name is on the lease this individual is not allowed to live in the community.
- F. Owners shall not rent to any individual who was previously removed from the community through the eviction process for violation of the Governing Documents.
- G. HOA reserves the right to deny issuing a Gate Card and Parking Permit to any tenant that does not meet the above requirements.

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VIOLATION DISPUTE RESOLUTION - Owners have the right for a hearing on all Rules & Regulation violation disputes by an independent 5 member Rules & Regulations Hearing Committee. Members of the HOA Board or Hearing Committee may not participate in any decision involving their own tenant or prospective tenant.