

**COMMONS AT ELLA FOREST OWNERS ASSOCIATION
RULES AND REGULATIONS**

A. SCOPE OF RULES AND REGULATIONS

Pursuant to the Bylaws of the Commons at Ella Forest Owners Association, and the Commons at Ella Forest Owners Association, Inc.'s Declarations, the following Rules and Regulations are adopted and published by the Homeowners' Association. These rules apply to all owners and residents, their children and their guests. Owners are responsible for the actions of their tenants and guests. Fines imposed for rule violations accrue against the unit owner, not the tenant or guest. Tenants and guests are required to abide by the Rules and Regulations, Declaration of Covenants, Conditions and Restrictions, and Bylaws. Owners are responsible for informing their tenants and guests of the Rules and Regulations.

B. INFORMATION REQUIRED FROM RESIDENTS

Owners and tenants will provide the property management company with a completed copy of the Resident and Owner Information form. Any changes must be reported to the property management company within 15 days.

C. GENERAL USE AND MAINTENANCE

"Common Area" is that area outside the units that is jointly owned by all homeowners and maintained by the Homeowners' Association. Each resident is responsible for the cleaning and maintenance of their balcony and/or their personal "green space".

Any common entrances, passageways or driveways must not be obstructed or used by any resident for any purpose other than entering and leaving.

The common areas, driveways and parking spaces shall not be used to store any items or vehicles.

Fencing and screening on balconies and patios shall not be permitted without the prior written approval of the Homeowners' Association.

Balconies and personal green spaces that are visible from any street or drive shall not be used to store unsightly items, including but not limited to jungle gyms, swings, children's toys, sports apparatus, flammable or toxic materials, trash or storage containers, broken or unsightly planters, debris, dead plants, laundry, broken furniture, bicycles and/or other items deemed unacceptable by the Homeowners' Association.

No explosive or flammable substances, such as gasoline, gun powder, kerosene, naphtha, benzene or other articles or substances deemed hazardous to persons or property shall be stored anywhere on the property.

Trash and recycling containers may be put out for pickup no sooner than 6am on the day of service. They must be put out in the homeowner or tenant's driveway. They must not be put on the street or on another home's property. They must be stored inside the garage on non-trash pick-up days.

Each unit shall be utilized as a private residence. No commercial businesses will be allowed. This provision shall not act to prohibit a unit owner from keeping professional or personal records or accounts, handling personal business or professional calls, or conferring with business or professional associates, clients or customers.

All exterior lighting/lightbulbs, including photocells, are the responsibility of the homeowner and should always be maintained in functioning order.

D. CHANGES TO EXTERIOR APPEARANCE OF HOME

Changes cannot be made to the exterior appearance of the home without the written consent of the Homeowners' Association.

E. GENERATORS

Generators may be installed with prior written approval from the Homeowners' Association. When issuing approval, the Association will consider the type of generator, proposed location and amount of noise the generator could potentially cause.

F. LEASES/OCCUPANCY

The Commons at Ella Forest is a residential community of private single-family homes. While renting for any reason is discouraged, the Homeowners Association recognizes that personal circumstances do change, and Owners may find themselves contemplating renting their homes for a period of time. Before making the decision to rent and certainly before having a rental agreement drawn up, Owners need to be aware of the following:

A Lease Notice must be provided to the Association within 15 days of the effective date of the lease. All leases must be for a period of six months or more. All tenants must be provided with a copy of the Declaration of Covenants, Conditions & Restrictions, the Bylaws and these Rules & Regulations. All leases must state that the Tenant will abide by these documents.

The occupancy in each home is limited based on federal, state, and city laws and ordinances. Any violation of said laws and ordinances will be reported to the proper authorities. The homeowner shall be responsible for keeping the Management Company informed of any change in occupancy. Owners shall provide the Management Company with the names of all authorized occupants, their telephone number and the license number, make and color of authorized vehicles.

A copy of the rental information form must be submitted to and approved by the Management Company at least 10 days BEFORE the property is occupied.

Your lease should address these matters of interest to the Homeowners Association:

- a. The right of the Association to enforce the governing documents and more specifically the rules and regulations against both Owner and Tenant. The Owner is responsible for supplying Tenant with a copy of these prior to signing of the lease and the Tenant MUST execute a lease information form that the Property Manager will provide.
- b. The responsibility of both Owner and Tenant to maintain the grounds, common areas as well as private property, in keeping with the Association's policies.
- c. The liability of the Owner and Tenant for any damage to property and common areas owned by the Association.
- d. The responsibility of Owner for all Homeowner dues and assessments, regardless of what arrangement Owner and Tenant may make between themselves for payment of these monies.
- e. No more than three unrelated persons can occupy a home.

G. GARBAGE DISPOSAL

No trash containers shall be left on the homeowner's driveway except on the morning of trash collection. Trash containers shall be maintained in a clean and sanitary manner. No part of the common area may be used as a dumping ground for materials of any kind.

H. PETS

No animals or fowl may be kept or bred for commercial purpose.

Per the Deed Restrictions, each home is limited to a maximum of two pets. No pets shall be permitted to run at large – they must be on a leash - and must be supervised by the pet owner when outdoors at all times. Any nuisance or danger caused by a pet will be the responsibility of the pet owner.

Pet food and litter boxes shall not be stored or left outdoors.

Pet owners shall pick up and dispose of their pets' waste at all times. Care should be exercised in order to prevent pets from causing damage to any of the landscape.

Dogs are to be walked on leashes. Owners MUST clean up immediately after their pets in all areas and dispose of the bagged waste in appropriate containers. **DOGS MAY NOT BE LEFT OUTSIDE AND UNATTENDED AT ANY TIME.** Any dog running loose without identification shall be considered a stray. Please report strays to Houston Animal Control Services

A dog is considered a nuisance when it habitually and continuously barks, whines or howls in an excessive manner two or more times per minute during a ten (10) minute period or between 10:00 p.m. and 7:00 a.m., displays aggression towards people or other animals (whether on or off a leash) or damages property.

For their own safety and for the well-being of the neighborhood, it is strongly recommended that cats should be kept indoors only. Cats must have a collar, rabies tag and identification tag with owner's name, address and phone number or they may be deemed as strays if they are off the Owner's property.

Violation of any of the rules regarding pets shall result in a written warning to the pet owner. If the pet owner does not correct the behavior creating the violation, that owner will be required to remove the pet after the third written warning.

I. VEHICLES AND PARKING

Residents are encouraged to park their vehicles in their garages unless loading, unloading or washing the vehicle.

Homeowners and their guests may not park in a manner which obstructs the sidewalks or drives.

All vehicles must be operable and currently licensed. No vehicle in a state of disrepair may be parked anywhere other than the garage of the resident. No inoperable vehicle shall be permitted to be stored on the premises, except within the confines of the unit garage.

Parking of boats, trailers, motorcycles, trucks, truck campers, or other recreational vehicles or similar equipment and vehicles shall only be within the confines of an enclosed garage and will not be allowed on any part of the property.

No repairs to vehicles shall be permitted on the premises except within the confines of the unit garage. No racing of engines or tire-squealing accelerations shall be permitted.

Vehicles may not be parked on grass.

Vehicles may not be parked within 5 feet of a corner or curve.

Any vehicle that violates any of these rules and regulations may be towed at the expense of the owner.

Moving trucks may only access the property during normal business hours and between 9am and 3pm on Saturdays. Movers must take care not to obstruct other residents' driveways or the flow of traffic through the neighborhood. Movers must take care not to damage streets, curbs, landscape, irrigation system, etc. If damage is caused by a moving truck, the homeowner that has employed the mover will be responsible for the cost of repair.

J. NOISE

Homeowners, tenants and guests are to be respectful of their neighbors and keep noise, including but not limited to voice, radios, television, I-pods/MP3 players, musical instruments, power tools and vehicles, at a reasonable volume, one that does not disturb other households.

K. LANDSCAPING / EXTERIOR

The Commons at Ella Forest Owners Association employs a professional landscape contractor to provide maintenance to the common grounds. The Association is responsible for supervising all landscape maintenance. This does not include any plants or flowers planted by residents. Residents should limit any plantings to the confines of their personal green spaces and balconies.

All hedges, trees, shrubs and tree stumps must be neatly trimmed and maintained and their size maintained in proportion to the lot and home through pruning. Owners must trim trees and shrubs sufficiently to allow unobstructed pedestrian passage on all public walkways.

Your lawn should be confined within the boundaries of your yard. For example, the lawn should not grow on the drive, sidewalk, curb, or street.

Grass, Weeds, Leaves and Mowing:

- a) Lawns with weeds or grass over six (6") inches must be cut immediately.
- b) Weeds should be removed and dying grass reseeded.
- c) All lawn clippings and leaves should be collected and disposed of properly
- d) Streets, driveways, and sidewalks should be free of grass clipping debris

Landscaping includes any (Organic materials only) plants, trees, ornamental bark or rock or other organic additions to the yard. Since landscaping is a design element, consideration should be given to the relationship to the homeowner's house and adjacent houses.

Planting shall not block the sun or view of neighboring properties. Failure to comply will result in fines until the homeowner brings the area in question up to code. This will be done at the homeowner's own expense.

All barbecue grills, bicycles or other personal items shall not be visible from the front of the home.

Broken lawn or patio furniture, yard decorations, playsets or yard toys cannot be visible.

Decorations: Exterior decorations such as seasonal or holiday decorations shall be limited, modest and unobtrusive and must be removed after the holiday season (within 30 days after the date of the holiday).

Exterior Mold and Mildew: Homeowners are responsible for keeping the exterior of their homes free of mold and mildew. It is recommended that power washing be done at least once in each year in order to maintain a clean exterior.

Window Covering: All windows, sliding doors etc. shall be properly covered with appropriate window dressing. Sheets, blankets, boards or other such items shall be specifically prohibited. Window dressing shall be of a reasonable quality and shall compliment the property. Curtains, drapes, blinds etc., are recommended.

Exterior Building Components: (i.e., siding, gutters and downspouts, roof shingles, windows and doors) which are missing, broken or otherwise in a state of disrepair, must be repaired within 30 days of notice. This includes but is not limited to; structural integrity, painting, and sealing.

Garage Doors: Any garage door and its components which are missing, broken, or otherwise in disrepair must be fixed or replaced within 30 days. This includes but is not limited to structural integrity, painting, sealing, and windows

Newspapers should be collected from the yard or curbside on the same day of delivery. It is the homeowner's responsibility to make sure that newspapers do not litter the community. Fines will be assessed for untimely collection of newspapers and other such material left outside of the home.

Portable basketball hoops or other sporting equipment is not allowed on the exterior of any home.

L. PROHIBITED ACTIVITIES

Noxious, offensive, or loud activities shall not be carried on upon any property. Each Owner shall refrain from any act or use which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. Each owner shall keep and maintain all portions of the property owned by said Owner in a neat, orderly, and well-kept manner and shall keep in place adequate measures for erosion, insect, reptile, rodent, and fire control.

M. VACANT HOMES

The owner of a vacant home shall insure that the indoor temperature of the home remains at a level that prevents freezing or damage to pipes. The owner will also ensure that their green space and balconies remain debris free and maintained and not be used for storage.

N. SIGNAGE

Each home may have one sign for the purpose of advertising a home for sale or lease, no larger than 24"x36". This may be a staked sign in the front yard or a sign in the window.

One political sign may be placed directly in front of your home three (3) weeks prior to an election or primary and must be removed immediately after the election.

One security sign may be staked in the front and back of the property, no larger than 9"x11".

O. Garage sales and Estate sales are not permitted anywhere within the community.

P. FINES FOR VIOLATIONS OF RULES AND DEED RESTRICTIONS

Any violation of these Rules or the Deed Restrictions governing the Association will result in a written warning with a 30 notice to cure. This warning will be sent via Certified Mail and the warning will outline the fine process if the violation is not cured.

If the violation is not adequately cured within the required 30-day time period, a fine of \$100 will be assessed to the homeowner. An additional \$100 will continue to be assessed every 30 days until the violation is cured. Fines will continue to be assessed and will increase by \$100 for each infraction. Unpaid fines are subject to late fees.

If after two attempts (60 days) the owner fails to abide by these rules, it will be sent for debt collection and a lien will be placed on the property. All expenses associated with this action will be the responsibility of the homeowner in addition to all fines and late fees.

Q. CRIMINAL OR SUSPICIOUS ACTIVITY

1. Homeowners are encouraged to be active participant in the neighborhood watch. If you observe any suspicious or illegal activity: Call the police immediately at either 832-394-0200 OR 911. DO NOT CONFRONT THE PERSONS INVOLVED.
2. If possible, record the incident or take pictures of the people, homes, and vehicles—but from a safe distance.
3. Emergencies Call 911 for all emergencies such as violence, break-ins, fires, et cetera.