RULES AND REGULATIONS

FOR

SHORELINE ON LAKE CONROE CONDOMINIUMS

After recording return to:

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TABLE OF CONTENTS

ARTICLE I.	FINES	3
MITTELL		•••••
ARTICLE II.	COLLECTIONS	4
ARTICLE III.	BALCONIES; STORAGE SPACES	4
ARTICLE IV.	GOOD NEIGHBOR RULES	б
ARTICLE V.	PETS	7
ARTICLE VI.	UNIT INFORMATION	9
ARTICLE VII.	SWIMMING POOL AND POOL AREA	9
ARTICLE VIII.	PARKING SPACES	9
ARTICLE IX.	ARCHITECTURAL	10
ARTICLE X.	CLIMATE CONTROLLED STORAGE SPACES	11

RULES AND REGULATIONS FOR SHORELINE ON LAKE CONROE CONDOMINIUMS

STATE OF TEXAS \$ \$ KNOW ALL PERSONS BY THESE PRESENTS: COUNTY OF MONTGOMERY \$

Pursuant to Article I of the Declaration of Condominium for the Shoreline on Lake Conroe Condominiums recorded under Document No. 2018037700 in the Real Property Records of Montgomery County, Texas (the "Declaration"), the Board of Directors of the Shoreline on Lake Conroe Condominium Association, Inc. (hereinafter the "Association"), has adopted the following Rules and Regulations concerning the management and administration of the Shoreline on Lake Conroe Condominiums ("Shoreline on Lake Conroe") and the use of the Common Elements.

Enforcement of these Rules and Regulations shall be by the Board of Directors of the Association (the "Board") or its assigns. The Board, at its discretion, may delegate the power to interpret and the duty to enforce these Rules and Regulations to a duly appointed committee or agent. The Board shall have the right to impose reasonable fines for violations of these Rules and Regulations.

These Rules and Regulations may be amended from time to time by the Board. Amendments shall be made available to members in a manner determined by the Board. Unless otherwise stated herein, all capitalized terms have the meanings set forth in the Declaration.

ARTICLE I. FINES

1.1 The Board shall give ten (10) days written notice to any Owner violating any of the Dedicatory Instruments, advising the Owner they have thirty (30) days to request a hearing before the Board to contest the fine. If a request for an opportunity to be heard is received by the Board from the violator within thirty (30) days of the date the written notice is sent, a hearing shall be scheduled before the Board, such hearing to take place within thirty (30) days of the date a hearing is requested, at a date, time, and location set by the Board. After the decision by the Board to impose a fine, or after the expiration of the written notice, the Board may impose fines according to the following schedule for violations of any provisions of the Dedicatory Instruments:

FINES FOR VIOLATIONS OF THE DEDICATORY INSTRUMENTS NOT AFFECTING THE USE AND ENJOYMENT OF OTHER OWNERS AND/OR RESIDENTS

First Violation \$50.00

Second Violation \$100.00

Subsequent Violations \$250.00

- 1.2 For violations of the Dedicatory Instruments affecting the use and enjoyment of Owners and/or residents, the Board may reasonably set the amount of the fine as it relates to the violation of the Dedicatory Instruments and the number of Owners and/or residents affected by the violation.
- 1.3 The Board may impose lesser fines or no fine at all for a violation of a Dedicatory Instrument as determined by the Board in its sole and absolute discretion.

ARTICLE II. COLLECTIONS

- 2.1 The acceptance of a partial payment on an Owner's account does not constitute a waiver of the Association's right to collect the full outstanding balance due on said Owner's account. As to each category identified in this subsection 2.1, payment shall be applied to the most-aged charge first. Application of payments of Common Expense Charges and/or Special Assessments, regardless of how identified by Owners shall be credited to the remitting Owners as follows:
 - (a) First to interest and/or penalties;
 - (b) Second, to attorneys' fees incurred in the collection of same;
 - (c) The balance shall be credited to the Common Expense Charge and/or Special Assessment due and owing.

ARTICLE III. BALCONIES; STORAGE SPACES

A. Balconies

- 3.1 Awnings and other projections may not be installed. Auxiliary light of a Balcony is not permitted except low light lamps placed below railing height and facing inward, as previously approved by the Association. No additional lighting may be installed without the Association's prior written consent.
- 3.2 Special care must be exercised in watering plants on the balcony so that the water does not overflow to any Balcony or Unit below.
- 3.3 Heavy and/or large statues or plants may not be placed on a Balcony. Plants in pots or planter boxes must have containers below them to catch drainage when watered. A Balcony may not be lined with plants or statuary and no more than two (2) statues not exceeding thirty-six inches (36") in height and no more than four (4) potted plants with pots not more than twelve inch (12") diameter shall be permitted on a Balcony. The Board reserves the right to limit the weight of such statuary.
- 3.4 Laundry or linens (or laundry racks) of any kind may not be placed on, hung on or over a Balcony.
 - 3.5 Birds and/or other animals or pets may not be fed on a Balcony.

- 3.6 Holiday lights and/or decorations are not permitted on a Balcony except pursuant to holiday decoration rules which may be promulgated by the Association. If not so promulgated, such lights and/or decorations are not permitted.
- 3.7 No floor coverings or furnishings may be placed or installed on a Balcony without the prior approval of the Association except conservative, attractive patio furniture which is maintained in a clean and neat condition at all times may be placed on a Balcony. Said furnishings must be removed from the Balcony and secured when any storm with high winds is anticipated.
 - 3.8 Nothing is to be shaken from the Balcony, draped, or hung from the Balcony.
- 3.9 Owners are responsible for the safety of all persons on a Balcony. No pets shall be permitted to remain on any Balcony without supervision.
- 3.10 Pets are not allowed to make obnoxious noises on any Balcony, including without limitation, barking dogs, which are strictly prohibited.
- 3.11 Due to a possible fire hazard, only propane and electric barbeque grills are allowed on the Balcony, and must be maintained in good working condition and not placed within five (5) feet of any screening that may be installed on Balconies with a screened-in enclosure. Smokers and / or charcoal grills are not permitted to be used on any Balcony at any time.
- 3.12 Penetrating any part of a Balcony, including but not limited to, the stucco walls, ceiling, and floor with nails, screws or any other product is strictly prohibited without the prior written approval of the Board.
- 3.13 Cleaning of Balconies using a garden hose or pressure washer is strictly prohibited. Owners may only wet mop the flooring so that the water does not overflow to any Balcony or Unit below. There are small three (3) inch diameter round (white colored) vents located at the top and bottom of the stucco columns, walls and or closet walls on every Balcony. These vents are for ventilation purposes. Spraying water into, or allowing water to enter these vents during the cleaning of a Balcony, is strictly prohibited. Damages caused by violation of this rule will be the responsibility of the Owner.

B. Storage Spaces (including A/C Platforms)

- 3.14 With the exception of the items originally installed by the Declarant, no decorations, lighting, or fixtures may be placed or attached in Corridors, on the exterior of the Storage Spaces or on an A/C Platform. Storing and placing of any item, including but not limited to, decorations, furniture, plants on the A/C Platform or Storage Space Pass Through is strictly prohibited. No additional lighting may be installed on the Storage Spaces.
 - 3.15 Watering plants in the Storage Spaces in Corridors is strictly prohibited.

- 3.16 Laundry or linens (or laundry racks) of any kind may not be placed on, hung on or over a Storage Space or in Corridors.
- 3.17 Birds, other animals, and/or pets may not be fed in Corridors or on an A/C Platform. Pets are not allowed in or around the Storage Spaces or in Corridors.
- 3.18 Placing, keeping, or storing pets inside a Storage Space or in Corridors is strictly prohibited.
- 3.19 Nothing is to be shaken in Corridors from a Storage Space, draped, or hung from a Storage Space.
- 3.20 Children under the age of twelve (12) are not permitted to be in any Storage Space or in Corridors without an adult.
- 3.21 With the exception of the interior of a Storage Space, penetrating any part of a Storage Space, a Corridor, or an A/C Platform including, but not limited to, the stucco walls, ceiling, and floor with nails, screws, or any other product is strictly prohibited.

ARTICLE IV. GOOD NEIGHBOR RULES

- 4.1 Loitering in any Common Area is prohibited. Playing, riding bikes, skates, skateboards, scooters, or other similar devices in the corridors, halls, vestibules, driveways, parking lot, stairways, pool area, or elevators are prohibited.
 - 4.2 Owners must use their exhaust fan system on stoves to eliminate cooking odors.
- 4.3. Entrances to the Building, stairways, halls, Corridors, Storage Spaces, and elevators are not to be obstructed by any items, including without limitation, bicycles, toys, carts, containers, furniture, or equipment. Personal property of the Owners cannot be placed in the hallways, Corridors, or other Common Areas. Any damage that is done to the Common Area resulting from such use by an Owner, their tenants, guests, and/or domestic employees and/or health care professionals is the responsibility of the Owner, and will be repaired at the sole cost and expense of the Owner.
- 4.4 Any moving in or out must be scheduled in advance with the Association, and done between 8:00 a.m. and 4:30 p.m. Monday through Friday (excluding holidays) and 8:00 a.m. to noon on Saturday. No move-in or move-out is permitted at other times of the week. Care should be taken to place appropriate pads or to otherwise protect the hallways and walls of the elevators. All vehicles to be used for moving in or out must be parked in the area designated by the Association for access to the elevators.
- 4.5 A quiet, decorous atmosphere is to be maintained at all times in the Units, Common Areas, and Balconies. Volume of radios, TV sets, etc. must be moderate, particularly prior to 9:00 a.m. and after 9:00 p.m. Sounds must never penetrate into the corridors or into other Units. Music lessons and vocal lessons in the Units or Common Areas are not permitted.

Mounting speakers and TV's (producing sound) to ceilings and walls is not permitted. Speakers and TV's may be placed on the floor or on top of furniture, but must be installed on top of a sound deadening material such as rubber or foam.

- 4.6 Signs, banners, flags and/or notices are not to be affixed to any part of the Building or grounds.
- 4.7 All residents and their tenants and/or guests must comply with these Rules and Regulations. A copy must be attached to all leases and made a condition of all leases.
- 4.8 Workmen and/or Owners may work in a Unit only between 8:00 a.m. and 4:30 p.m. Monday through Friday. Individual residents may engage painters or repairmen, or conduct repairs themselves, Saturday mornings (8:00 a.m. to noon) provided the work does not generate noise or disturb neighbors. No work is to be done in any Unit outside the above listed times. No work is to be done on holidays.
- 4.9 Residents may not litter the Common Areas, and must endeavor to keep Shoreline on Lake Conroe clean, and shall dispose of all refuse in the trash dumpster, or in receptacles provided specifically by the Association for that purpose, or in any other manner as may be directed by the Association from time to time. No garbage, trash, rubbish, waste, or waste bins or receptacles therefor shall be permitted to remain on any portion of the Common Areas, except in areas specifically designated by the Association.
- 4.10 Vehicles must be operated in a safe and cautious manner at all times and while entering, exiting, or maneuvering within or on the Property so as to minimize the risk of property damage and personal injury.

ARTICLE V. PETS

- 5.1 No animals shall be kept on any portion of Shoreline on Lake Conroe except that dogs, cats, or other usual and common household pets, not to exceed a total of two (2) pets, may be permitted in a Unit. No animals or pets shall be kept, bred, or maintained for any commercial purpose.
- 5.2 Notwithstanding anything contained herein the contrary, no pet is permitted to be kept by a resident without the prior, written approval of the Board. The Board may require the resident to obtain a temperament assessment for the pet prior to the Board's decisions to approve or deny the pet.
- 5.3 Dogs that are known as "aggressive" type dogs, along with snakes and rodents, are not permitted.
- 5.4 No pet weighing more than twenty-five (25) pounds is allowed in Shoreline on Lake Conroe without the prior, written approval of the Board.
- 5.5 Pets are not permitted in any Common Areas including without limitation the parking area, passenger elevators, and Corridors, unless they are on a leash or carried by the

resident, tenant, or guest capable of controlling the pet.

- 5.6 Pets are not permitted in the Pool Area at any time.
- 5.7 Each resident assumes full responsibility for liability, personal injury and property damage caused by his/her pet or any pet of his/her tenant and/or guest.
- 5.8 A form (the "Pet Registration Form") must be signed and registered with the Association for each pet. The resident must agree in writing to indemnify the Association, and its officers, directors, representatives, agents, successors, and assigns, against any loss, claim, or liability of any kind or character whatsoever arising from or growing out of the privilege of having a dog, cat, or other permitted animal of any kind in Shoreline on Lake Conroe.
- 5.9 The behavior of pets is the responsibility of the pet owner and the pet privilege may be revoked if the pet rules are violated.
- 5.10 No pets are permitted to roam free. When walking pets, all pets must be kept on a leash no longer than six feet (6') in length and must be under the physical control of their owner at all times.
- 5.11 Pets and support animals must be properly licensed in accordance with the most current version of all applicable laws, codes, ordinances, and regulations of all federal, state, and local authorities.
- 5.12 The installation of an aquarium of any size or capacity in a Unit requires the prior written consent of the Board. The Board may require the requesting Resident to provide the results of a professional engineer's structural loading study certifying that the aquarium can be supported safely and adequately by the building structure. The Board may also require the requesting Resident to demonstrate how leaks or failure of the aquarium would be contained so as not to cause water damage to other Units or the Common Elements.
- 5.13 Residents must clean up after their pet when the animal relieves itself at any location on the Condominium property, whether inside or outside of the Building. The Owner or the person in control of a pet to is required to remove feces deposited by the pet. The Association is not responsible for such clean up. Pet owners must carry a bag to pick-up after their pets and properly dispose of all pet waste.
- 5.14 Persons with disabilities who require a support animal as an accommodation for a disability may apply to the Board as a reasonable accommodation for a waiver of any of the foregoing pet rules.
- 5.15 Pets are not permitted in the Storage Spaces or the Climate Controlled Storage Spaces at any time.

ARTICLE VI. UNIT INFORMATION

- 6.1 Emergency contact information should be on file with the Association.
- 6.2 The Unit files kept by the Association are based on information provided by the Owner and the Owner shall keep such files current by advising the Association of any necessary changes in the records.

ARTICLE VII. SWIMMING POOL AND POOL AREA

- 7.1 Persons in swimming attire using elevators, hallways, and entering the pool area must wear appropriate beach robes of sufficient length to provide adequate coverage. All swimming attire (male or female) should be of conservative standard.
 - 7.2 Children under 12 must be accompanied by an adult.
- 7.3 Smoking, using electronic cigarettes or vaporizers, and/or chewing tobacco is strictly prohibited in the Pool Area at all times.
 - 7.4 Glass containers are not permitted in the Pool Area at any time.
- 7.5 Radios, music players, and other entertainment devices are permitted only if headsets are worn.
 - 7.6 Running and/or rough housing is prohibited in the Pool Area at all times.
- 7.7 The Pool Area, related facilities, and surrounding facilities are used by each Owner, resident, tenant and/or guest entirely at his/her own risk.
- 7.8 The Pool Area is for the use of residents of Shoreline on Lake Conroe. Any guest must be accompanied by a resident.
- 7.9 Persons in swimming attire shall dry off completely before entering the elevator lobby, stairs, corridors, common bathrooms or elevator.
- 7.10 For health reasons, babies in diapers must wear swim diapers at all times while in the water.

ARTICLE VIII. PARKING SPACES

Residents, guests, and invitees of each Unit shall be limited to one (1) unassigned parking space. One (1) additional unassigned parking space may be available to each Unit on a first come, first serve basis, until such time as no additional parking spaces are available. Except as may be provided herein or in the Declaration, no boats, jet skis, other watercraft, and/or trailers may be parked in the parking spaces, the parking lot, or on the Property.

ARTICLE IX. ARCHITECTURAL

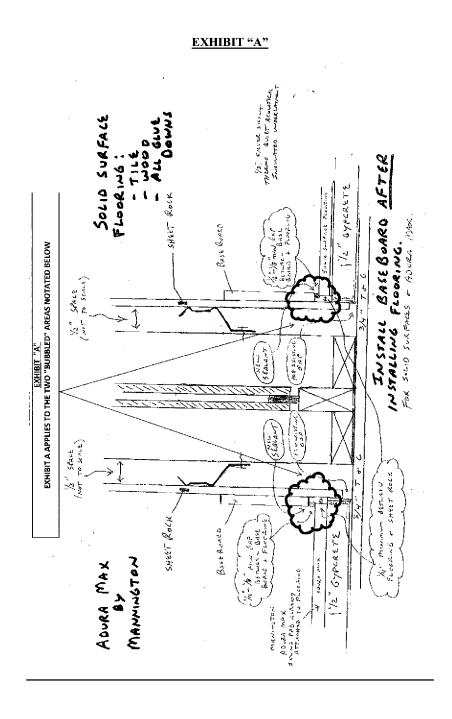
- 9.1 Installation of any flooring other than carpet (for example, marble, granite, tile, wood, or laminate), whether new or a replacement, requires the prior, written consent of the Board. Flooring other than carpet must be installed over sound dampening insulation material to minimize or prevent the transmission of both airborne and impact noise to other Units. The sound dampening insulation material must be a high quality material and specified by the manufacturer to be utilized as a floor impact noise reduction underlayment. The underlayment must be installed under the flooring and on top of the gyp-crete or concrete originally installed by the Declarant.
- 9.2 Baseboards may not come in contact with any solid surface flooring and an acoustical sealant must be installed between the baseboard and the solid surface material. See diagram on Exhibit "A" attached hereto and incorporated herein. The baseboard must be installed after the solid surface flooring is installed to insure a minimum gap of 1/16" to 1/8" space is provided between the baseboard and the flooring. This minimum of 1/16" to 1/8" gap shall receive acoustical sealant.
- 9.3 Exterior screens (if installed) located on the perimeter of Balconies or Patios must be first approved by the Board. Such exterior screens must be maintained in a neat, clean, and working condition at all times by the Owner at his/her own expense.
- 9.4 Penetrating any portion of the Building outside of a Unit with nails, screws or any other product is strictly prohibited without the prior written approval of the Board.
- 9.5 Decorating any portion of the Building outside of a Unit is strictly prohibited without the prior written approval of the Board.
- 9.6 Within a Unit, penetrating any portion of the Common Elements or Limited Common Elements such as ceilings, floors, common walls, structural walls, walls containing plumbing serving as a Limited Common Element with nails, screws or any other product is strictly prohibited without the prior written approval of the Board.
- 9.7 Within a Unit, modifying or moving any interior wall or any Common Element or a Limited Common Element such as ceilings, floors, common walls, structural walls, walls containing plumbing serving as a Limited common Element is strictly prohibited without the prior written approval of the Board.
- 9.8 Units located on the fourth (4th) floor level (the top floor) shall have the air handlers located in the attic above the unit versus the AUX closet. Access to the attic is via a scuttle hole located in the ceiling of the Unit. Other than service contractors, access to the attic is strictly prohibited. Storing items in the attic is strictly prohibited.

ARTICLE X. CLIMATE CONTROLLED STORAGE SPACES

- 10.1 The Owner of a Unit to which a Climate Controlled Storage Space has been assigned ("CCSS Assignee") shall only use the assigned Climate Controlled Storage Space for the purposes of self-storage. A CCSS Assignee has no right to rent out its assigned Climate Controlled Storage Space to third parties.
- 10.2 A CCSS Assignee shall take good care of the assigned Climate Controlled Storage Space, keep the same in a neat and clean condition at all times, and shall not cause or allow damage to the Climate Controlled Storage Space to occur. Storing flammables or odor producing items in the CCSS is strictly prohibited.
- 10.3 A CCSS Assignee shall ensure that, when not being accessed by the CCSS Assignee, the assigned Climate Controlled Storage Space is properly secured.
- 10.4 Unassigned Climate Controlled Storage Spaces will be assigned by the Association on a first come first serve basis. In the event a CCSS Assignee sells his or her Unit and the purchaser of such Unit does not desire to also receive the exclusive right to use such assigned Climate Controlled Storage Space, then upon the closing of the sale, such Climate Controlled Storage Space will automatically become an unassigned Climate Controlled Storage Space subject to re-assignment by the Association as provided herein.
- 10.5 Allowing any pet to enter the inside of a Climate Controlled Storage Space is strictly prohibited.

CERTIFICATION

I hereby certify that, as Secretary of the Shoreline on Lake Conroe Condominium Association, Inc. the foregoing Rules and Regulations were approved on the Znd day of May, 2018, at a meeting of the Board of Directors at which a quorum was present.
DATED this the 20d day of May, 2018. Print Name: James C. Winkley Title: Secretary
STATE OF TEXAS § §
COUNTY OF MONTGOMERY §
BEFORE ME, on this day personally appeared <u>James Winkler</u> , the Secretary of the Shoreline on Lake Conroe Condominium Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed, in the capacity herein stated, and as the act and deed of said corporation.
Given under my hand and seal of office, this 2 day of may, 2018.
Given under my hand and seal of office, this 2 day of <u>May</u> , 2018.
Notary Public – State of Texas
COURTNEY WILLIAMS Notary Public, State of Texas Comm. Expires 02-20-2021 Notary ID 125526821



Doc #: 2018039952

Pages 14

E-FILED FOR RECORD 05/03/2018 08:31AM

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS, COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

05/03/2018

County Clerk
Montgomery County, Texas