

**AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006
OF THE TEXAS PROPERTY CODE**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Danielle Chester, who, being by me duly sworn according to law, stated the following under oath:

“My name is Danielle Chester. I am over twenty-one (21) years of age and fully competent to make this affidavit. I have personal knowledge of all facts stated herein, and they are all true and correct.

I am the attorney for PROMENADE PLACE CONDOMINIUM OWNERS ASSOCIATION, INC., a Texas non-profit corporation (the “Association”) and I have been authorized by the Association’s Board of Directors to sign this Affidavit.

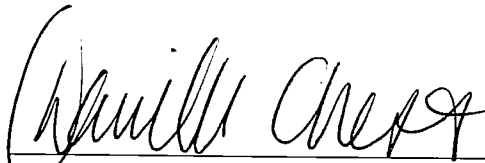
The Association is a “property owners’ association” as defined in Section 202.001(2) of the Texas Property Code.

Attached hereto is the original of, or a true and correct copy of, the following dedicatory instrument, including known amendments or supplements thereto, governing the Association, which instrument has not previously been recorded: Rules and Regulations for Promenade Place Condominium Owners Association, Inc. The document attached hereto is subject to being supplemented, amended or changed by the Association.

Dedicatory instruments of the Association that have already been filed in the Real Property Records are as follows:

- 1) Promenade Place Declaration of Condominium, filed under County Clerk’s File No. 20110513262 and Film Code No. 211206 in the Condominium Records of Harris County, Texas; and
- 2) The following documents were recorded together: (a) By-Laws of Promenade Place Condominium Owners Association, Inc.; (b) Rules and Regulations; and (c) Moving Rules, filed under County Clerk’s File No. 20110533201 and Film Code No. 080-30-1720 et seq. in the Official Public Records of Harris County, Texas.

SIGNED on this the 16th day of December, 2016.



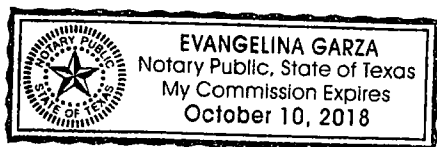
Printed Name: Danielle Chester
Position Held: Attorney and Agent for
Promenade Place Condominium Owners
Association, Inc.

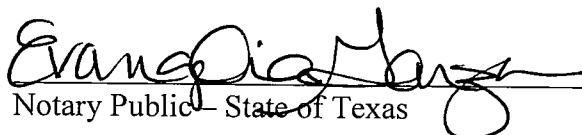
VERIFICATION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Danielle Chester, who, after being duly sworn stated under oath that she has read the above and foregoing Affidavit and that every factual statement contained therein is within her personal knowledge and is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 16th day of December, 2016.




Notary Public—State of Texas

AFTER RECORDING, RETURN TO:



**SEARS,
BENNETT &
GERDES, LLP**

9700 Richmond Avenue, Suite 222
Houston, Texas 77042



**RULES AND REGULATIONS
FOR
PROMENADE PLACE CONDOMINIUM OWNERS ASSOCIATION,
INC.**

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These Rules and Regulations ("Rules") have been adopted and implemented to protect the investment of the Members of Promenade Place Condominium Owners Association, Inc. ("Association") and to enhance the values of their Units in Promenade Place Condominiums subject to regulation by the Association.

These Rules apply to both Owners and Tenants and are intended to be a guide for the efficient and prudent operation of the entire Building and grounds; for Building maintenance and cleanliness; for pleasant living; and as a means of a reminder that each of us has a responsibility to one another and that all residents must be fair to one another and to the Association as a whole.

These Rules are enforceable under authorization of the Association's Declaration. Infractions will be brought to the attention of the Managing Agent and the Board of Directors of the Association. Violators may be subject to an injunction as well as liability for damages, and may also be liable for attorney fees, fines and other costs incurred by the Association in such actions.

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RP-2016-565030

PART I GENERAL PROVISIONS

These Rules and Regulations ("Rules") are established on behalf of the Board of Directors ("Board") of Promenade Place Condominium Owners Association, Inc. pursuant to the rule-making and rule-enforcement authority granted in the Declaration established by Promenade Place, LLC ("Declarant").

These Rules are in addition to rules contained in the Declaration. In the event of a conflict among documents, the order of governing authority shall be as follows: Declaration (highest), Articles of Incorporation, Bylaws, and then the Rules and Regulations (lowest). The Board is empowered to interpret, enforce, amend, and repeal the Rules.

A. DEFINITIONS

The following terms are defined for use in these Rules and those capitalized terms not expressly defined herein have the same meaning as defined in the Declaration:

"Act" means the Uniform Condominium Act, Texas Property Code, Chapter 82, Section 82.001 et seq., as amended from time to time.

"Association" means Promenade Place Condominium Owners Association, Inc. and shall include the Managing Agent to the extent the Association has delegated any right or duty to such Managing Agent.

"Contractor" means any party performing construction, repair, remodeling or other services for the benefit of an Owner.

"County" means Harris County, Texas.

"Governing Documents" means, individually and collectively, the Act, the Declaration, the Articles, the Bylaws and these Rules for Promenade Place Condominiums.

"Manager" includes the management staff in the Condominium's management office, who are employees of the Association or its managing agent.

"Managing Agent" means the person, firm or entity that may be selected by the Board in accordance with the provisions of the Declaration for the purposes of performing any duties, power or functions of the Board in connection with the administration, management and operation of the Condominium.

"Occupancy", "Occupy" or "Occupied" means occupancy of a Unit in excess of 30 continuous days or 60 days in any consecutive 12-month period.

"Owner" means any Person (including Declarant) owning fee title to a Condominium Unit, but does not include any Person having an interest in a Condominium Unit solely as security for an obligation.

"Posted Rules" means rules and signs posted by the Association from time to time or at any time on the Property.

"Property" means the Land, the Building, the Garage and the Common Elements as more fully described in the Declaration.

"Rules" means these Rules and Regulations, Posted Rules and any Temporary Rules.

"Temporary Rules" means notices communicated to the Owners by the Association from time to time or at any time which rules are seasonal or temporary in nature or notices of change affecting the use of the Property.

B. COMPLIANCE

1. **Compliance.** Each Owner will comply with the (i) the provisions of the Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations of the Condominium, to the extent individual Owners are responsible for such compliance, (ii) the provisions of the Governing Documents, and (iii) any other policies or regulations adopted by the Board to supplement the Governing Documents, as any of these may be revised from time to time. Additionally, each Owner shall be responsible for ensuring compliance with the Governing Documents by all persons using or occupying such Owner's Unit. If a Rule requires or prohibits conduct by an "Owner" or "tenant," each of those terms shall be deemed to include the other, and applies to all persons for whom an Owner or tenant is responsible. Each Owner must comply with the Posted Rules and the Temporary Rules. The Posted Rules and the Temporary Rules are incorporated in the Rules by reference.
2. **Waiver.** Circumstance may warrant waiver or variance of these Rules. To obtain a waiver or variance, an Owner must make written application to the Board. The Board will consider such request in its sole discretion and respond to the Owner in writing. If the application is approved, the waiver or variance must be approved by the Board in writing, and may be conditioned or otherwise limited.
3. **Right to Enforce.** The Association has the right to enforce these Rules against any person on the Property.

C. OBLIGATIONS OF OWNERS

1. **Safety.** Each Owner is solely responsible for such Owner's own safety and for the safety, well-being and supervision of such Owner's tenants, guests and any person at the Condominium to whom the Owner has a duty of due care, control, or custody.
2. **Unit Key.** Each Owner will provide the Association with a set of all keys required to enter such Owner's Unit through the front door, and will provide replacement keys to the Association each time a lock on the Unit is changed. The Association will take reasonable and prudent care to safeguard the Unit keys, but assumes no liability related to possession of the keys.
3. **Damage.** An Owner is responsible for any loss or damages the Owner causes to the Owner's Unit, other Units, the Common Elements or the personal property of other Owners.
4. **Insurance.** An Owner assumes full risk and sole responsibility for placing such Owner's personal property in or on the Property. Each Owner is solely responsible for insuring such Owner's personal property on the Property. The Association requires that all Owners and tenants purchase and maintain appropriate insurance coverage on their personal belongings, vehicles and Units.

5. **Risk Management.** An Owner shall not and shall not permit anything to be done or kept in such Owner's Unit or the Common Elements that is illegal or that may result in the cancellation or increase in any insurance premiums paid by the Association or any other Owner in connection with the Property.
6. **Reimbursement for Enforcement.** Each Owner shall promptly reimburse the Association on demand for any expense incurred by the Association to enforce the Governing Documents against such Owner or such Owner's Unit.
7. **Reimbursement for Damage.** Each Owner shall promptly reimburse the Association on demand for the cost of damage caused by the negligent or willful conduct or omission of such Owner.
8. **No Estate Sales.** Without the Association's prior written permission, an Owner may not conduct on the Property a sale or activity that is advertised or attractive to the public, such as "estate sales", "yard sales" or "garage sales". This section does not apply to marketing the sale or rental of a Unit, unless combined with a prohibited activity.

D. OCCUPANCY STANDARDS

1. **Number of Occupants.** Subject to any exception for a familial status under any applicable fair housing law, no more than two persons may occupy any 1-bedroom Unit, no more than three persons may occupy any 2-bedroom Unit, and no more than 4 persons may occupy any 3-bedroom Unit.
2. **Familial Status.** The Association's occupancy standard for Owners or tenants who qualify for the familial status protection under any applicable fair housing law is a maximum of two persons per bedroom.
3. **Minors.** No person under the age of 18 years of age may Occupy a Unit unless such Occupancy is with an Owner or tenant who is a parent, legal guardian, or designee in writing of such minor's parent or legal guardian. An Owner must provide satisfactory proof of the ages and relationships among the Occupants of such Owner's Unit upon request of the Association.
4. **Danger.** No Unit may be occupied by a person who constitutes a threat to the health or safety of other persons, or whose Occupancy could result in substantial physical damage to the property of others.

E. LEASES

1. **Terms and Conditions of Lease.** An entire Unit (but not less than an entire Unit) may be leased for private residential purposes only. A Condominium Unit may not be leased for hotel or transient purposes, and may not be leased for a term of less than one year. Exceptions to this rule may be granted by the Board under special circumstances.
2. **Written Leases.** Each lease must be in writing, fully executed and in a form reasonably acceptable to Manager. At least 21 days before the start of each lease term, the Owner will provide the Manager with (a) a copy of the lease and (b) information about the tenant(s) in

a form acceptable to the Manager. As soon as practical after its receipt thereof, the Owner must notify the Manager of any changes in tenant information during the lease term.

3. **Subject to Documents.** The mere execution of the lease for a Unit or Occupancy (for any period of time) subjects a tenant to all pertinent provisions of the Governing Documents to the same extent as if tenant were an Owner; provided that notwithstanding the foregoing or any provision of the lease between Owner and its tenant, Owner shall not be relieved of any obligation under the Governing Documents and shall remain primarily liable thereunder. The Owner is responsible for providing such Owner's tenant with the Governing Documents and notifying the tenant of any changes. The Association may send notices of violations by a tenant to both the tenant and to the Owner of the Unit occupied by the tenant. Whether or not it is expressly stated in the lease, a tenant's violation of the Governing Documents is deemed to be a material default of the lease and an Owner's default under the Governing Documents.
4. **Landlord Owners.** Owners of tenant-occupied Units are advised to stay informed of and to comply with federal and state laws and local ordinances regulating residential rental properties and relations between landlords and tenants. The Association has no duty to notify Owners about landlord/tenant laws and ordinances.
5. **Tenant Communications.** Owners shall instruct their tenants to channel all communications (including non-emergency repair requests) through the Owner. Owners will further instruct their tenants that the Association does not manage or repair the Unit, and that the tenant should not contact the Association (except as may be required by the Governing Documents or to report emergencies that are within the Association's scope pursuant to Governing Documents).
6. **Early Termination Fee.** Leases that are terminated prior to the minimum 1 year lease requirement add additional move-ins and move-outs resulting in extra wear and tear on the Common Elements and require extra administrative time and work. The Unit Owner will be assessed a \$500.00 early termination fee upon termination of a lease prior to the expiration date.

F. GENERAL USE AND MAINTENANCE OF UNIT

1. **Residential Use.** Each Condominium Unit must be used solely for private residential use, and may not be used for any commercial or business purposes. This restriction does not prohibit an Owner from using the Condominium Unit for personal, business, or professional purposes, provided that: (a) such use is incidental to the Condominium Unit's residential use; (b) such use conforms to all applicable laws and ordinances; (c) there is no external evidence of such use; and (d) such use does not entail visits to the Condominium Unit by the public, employees, suppliers, or clients.
2. **Annoyance.** An Owner may not use a Unit in a way that: (a) annoys Owners of other Units; (b) reduces the desirability of the Condominium as a residential community; (c) endangers the health or safety of other Owners; or (d) violates any law or any provision of the Governing Documents.

3. **Right of Entry.** The Association may enter a Unit in case of an emergency originating in or threatening the Unit whether or not the Owner is present at the time. This right of entry may be exercised by the Association's Manager, directors, officers, agents, and employees, and by all police officers, firefighters, and other emergency personnel in the performance of their respective duties. The Association may also enter a Unit to perform installations, alterations, or repairs to the mechanical, electrical, or utility services which, if not performed, would affect the use of other Units or the Common Elements; provided that, if possible, requests for such non-emergency entry shall be scheduled 24 hours in advance and at a time convenient to the Owner. In case of an emergency, the right of entry is **immediate** and if the Owner has failed to provide a door key or refuses to provide entry, the Owner is liable for the cost of repairs to the Unit or Common Elements caused by the Association's chosen method of access under such circumstances.
4. **Maintenance.** Each Owner, at such Owner's sole cost and expense, will maintain such Owner's Unit and keep it in good repair at all times.
5. **Hot Tubs.** The use or installation of hot tubs, whirlpools, or Jacuzzis (portable or permanently installed) in a Unit is prohibited. This rule does not apply to a customary bathtub fixture with water jets located within the Unit that is installed pursuant to all applicable plumbing codes.
6. **Prohibition of Outdoor Cooking or Heating Equipment.** Except for grills that may be safely operated in the courtyard area of the Common Elements, the use of outdoor cooking or heating equipment is prohibited anywhere on the Property, including, but not limited to, charcoal grills, electric or gas grills and hibachis.
7. **Stoves.** Each Owner, at such Owner's expense, shall keep the ventilation hood above the stove or range in such Owner's Unit clean and in operating condition.
8. **Glass.** Each Owner, at such Owner's expense, must promptly repair and replace any broken or cracked glass in the windows and doors of such Owner's Unit. Replacement windows must conform to the windows that are standard in the Improvements or be approved in writing prior to installation by the Association.
9. **Combustibles.** Except those retail products sold for exclusive use as household cleaning products, an Owner may not store or maintain, anywhere on the Property, including within a Unit or storage space, explosives or other combustible materials.
10. **Water Problems.** An Owner is responsible for water damage to Common Elements and adjoining Units which emanates from the Owner's Unit, including leaks or overflows of sinks, tubs, showers, shower pans, toilets, dishwashers, and clothes washers. In case of continuous water overflow, the Owners should immediately turn off water and turn the shut-off valves, (for example, behind the toilet or under the sink), to "Off" position.
11. **Water Cut-Off.** Except in the case of an emergency, no person may interfere with or interrupt the Property's water lines, including water lines to an individual Unit, without the prior knowledge and cooperation of the Association.

12. **Report Malfunctions.** An Owner will immediately upon discovery report to the Association any leak, break, or malfunction in any portion of the Property which the Association has a duty to maintain. An Owner who fails to promptly report a problem may be deemed negligent and may be liable for any additional damage caused by the delay.
13. **Cable.** Declarant has made available to each Owner a cable connection and Declarant has no responsibility for providing any additional or alternate cable services. An Owner who subscribes directly to cable or satellite service is solely responsible for the cost and maintenance of the subscription and the appurtenant equipment; provided that no antennas or satellite dishes may be installed except in compliance with paragraph 18 of this Part F below. An Owner who obtains cable or satellite service through the Association (in the event the Association was to provide such service, at its sole discretion) is responsible for the proper use, maintenance, and return of cable connections or equipment. No additional exterior cables may be connected to the Unit.
14. **Utilities.** An Owner will conserve the use of utilities, if any, furnished through the Association, including water consumption, within the Unit.
15. **No Right to Vent or Cut into/Chutes and Duct Work.** Notwithstanding any provision hereof to the contrary, under no circumstances whatsoever, may any Owner, directly or indirectly, vent or cut into any chute, duct, conduit or vertical chase or any plumbing that serves a Unit.
16. **Signage; Advertising.** No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the Unit or on any Common Elements, without the prior written consent of the Association.
17. **Electrical and Plumbing Facilities.** Owners shall not overload existing electrical circuits and plumbing facilities in such Owners' Unit.
18. **Antennas.** No television antennae, satellite dish, aerial, tower or similar structure shall be erected on, or fastened to, any Unit or on any portion of the Common Elements, without the prior written consent of the Association.
19. **Window Air Conditioning Units.** No window heating or air conditioning unit shall be installed within any Unit or Common Element.
20. **Infestation.** No Owner shall permit or cause the infestation of the Owner's Unit by pests, insects, rodents, or other vermin. Failure to comply with the foregoing or the failure to report such infestation to the Association as soon as the Owner is aware of the same will render such Owner liable for all costs and expenses incurred in having to eradicate such infestation.
21. **Compliance with Laws.** EACH OWNER SHALL PROMPTLY AND FULLY COMPLY WITH ANY AND ALL APPLICABLE LAWS, RULES, ORDINANCES, STATUTES, REGULATIONS OR REQUIREMENTS OF ANY GOVERNMENTAL AGENCY OR AUTHORITY WITH RESPECT TO THE OCCUPANCY AND USE OF A UNIT.

G. GENERAL USE AND MAINTENANCE OF COMMON ELEMENTS

1. **Intended Use.** Each area on the Property may be used only for its intended and obvious purpose. For example, walkways, stairways, sidewalks, elevators, and driveways are used exclusively for purposes of access, not for social congregation or recreation.
2. **Access Cards.** Admittance to the Garage and Building may require use of coded access cards, which include key fobs or any other device as may be issued from time-to-time, in which case appropriate card(s) will be issued to Owners through the Managing Agent. To obtain an access card, an Owner must provide the Managing Agent with evidence of ownership of a Unit. Access cards are personal to the person to whom they are issued, and *may not be transferred or assigned except to tenants or assignees pursuant to an agreement complying with these Rules and Regulations.* Any person in possession of an access card will, upon request of the Association, produce a valid driver's license or other picture identification. An access card found in the possession of a person to whom it is not issued will be confiscated. Replacement of a lost or confiscated access card, or the purchase of an additional access card, requires payment of a fee set by the Board.
3. **Limited Recreation Areas.** The Facilities described in these Rules are the only recreational facilities at the Condominium. No other portions of the Common Elements may be used for recreation, sports, exercise, or play.
4. **Hallways.** No item or object of any type, except for floor mats no larger than 26 inches wide by 36 inches long, furniture, plants, and decorative items, may be stored, placed, or maintained anywhere on the General Common elements, including hallways and stairwells, except as authorized by the Association or with the Association's prior written consent. Seasonal decorations are allowed, provided they do not interfere with the comfort of other residents or hinder free access through the hallways and stairwells. Items of personal property found on General Common Elements are deemed abandoned and may be disposed of by the Association or the Managing Agent.
5. **Fire and Safety.** No person may use, tamper with, pry open, or modify any fire or safety equipment on the Property, including alarms, extinguishers, monitors, and self-closing doors.
6. **Landscaping.** No one shall harm, mutilate, alter, litter, uproot or remove any of the landscaping work or potted plants on or within the General Common Elements of the Condominium, or place or affix any planters, statues, fountains, ornamental objects or artificial plants upon any portion of such general Common Elements, without the prior written consent of the Association. Digging, planting, pruning, and climbing in any landscaped areas are expressly prohibited.
7. **Clotheslines.** No hanging or drying of clothes shall be allowed on (or within) any portion of the Common Elements, and no pulley clothesline or similar device shall be affixed to or used in connection with any Unit or Common Element.
8. **Waste Disposal; Plumbing Damage.** No one shall place, leave or permit to be placed or left in or upon the Common Elements any waste, debris, refuse or garbage except in those areas designated by the Association or the Managing Agent as a central garbage depository, and

only on those days and times as are designated by the Association or the Managing Agent from time to time. Water shall not be left running unless in actual use; and no waste, garbage, rubbish, or noxious or unusual substances shall be disposed into any toilet, sink or drain. Any damage to plumbing pipes, drains and apparatus resulting from misuse, or from unusual or unreasonable use, shall be borne by the Owner causing such damage.

9. **Balconies and Patios.** The following rules are to be followed in connection with the use of Balconies and Patios:

- a. No balcony or patio area may be used for storage, except for typical and usual outdoor furniture. No items shall be placed, left or stored on any balcony or patio.
- b. Items placed on the balcony of a unit with a balcony or the patio of a unit with a patio must not affect or interfere with or compromise the structural soundness or integrity of the balcony or patio, as applicable, including any railing or walls.
- c. Residents are not permitted to store bicycles in the hallways, at the front entrances of a unit, on the balconies or patios of a unit or at the entrances of the buildings.
- d. Residents are not permitted to store health equipment, tools, interior types of furniture, appliances, pool toys and cleaning items in the hallway or on their balconies or patios.
- e. Hanging clothes, sheets, towels, etc. on the balconies or patios or in the hallways is not permitted.
- f. Residents will be required to remove any type of installation (including shades, etc.) visible from the exterior of the unit that has not been maintained or for which the resident has not received written approval from the Association.
- g. Artificial Flowers or plants that are faded must be removed.
- h. Outdoor grilling or barbecuing on the balconies or patios or in the hallways is strictly prohibited per City of Houston Fire Code.
- i. Residents should use appropriate outdoor furniture on their patios or balconies. Indoor, upholstered type furniture is prohibited.
- j. Residents are responsible to maintain special locks, doorbells and security signs that they have installed or caused to be installed.
- k. Managing Agent has the right to enter any patio or balcony without prior notice in case of an emergency.
- l. Housing of pets on patios is prohibited.

10. **Parking Spaces.** The following rules apply to Parking Spaces:

The first floor of the parking garage is intended and reserved for visitor parking. The second and above floors are reserved for Unit Owners parking. Although the Association has the right to assign parking spaces, it has not yet exercised that right. All parking space(s) are not assigned and are for the equal use and access of all Unit owners. Parking spaces cannot be reserved, held, or restricted by a Unit Owner from use by another Unit Owner. The following additional rules also apply to parking spaces:

- a. The following vehicle violations are subject to immediate towing (*i.e.* no advance notification required), as they represent a potential threat to the safety and well-being of others at Promenade Place.
 - 1) Any vehicle otherwise obstructing or impeding traffic flow or within a Fire lane within the Property is subject to **immediate towing**.
 - 2) Any vehicle deemed as a potential danger or hazard to Promenade Place residents, such as a vehicle leaking gasoline, is subject to **immediate towing**.
 - 3) Any vehicle parked in a space that is designated for the exclusive use of a vehicle transporting a disabled person without special license plates or disabled parking placards is subject to **immediate towing**.
 - 4) Vehicles improperly parked are subject to towing. Only one vehicle may be parked in one space. A vehicle may not be parked in such a manner that it infringes or overlaps two parking spaces.
 - 5) Failure to obey the parking signs on the property will subject the vehicle to immediate towing.
- b. The following vehicle violations are also subject to towing, subject to the requirements of the applicable towing statutes and any notices required hereunder.
 - 1) Unless approved in writing by the Association, boats, trailers, campers and recreational vehicles are not permitted and are subject to towing.
 - 2) Non-operational vehicles (not currently licensed or inspected or not in running condition) are subject to towing.
 - 3) Commercial vehicles are subject to towing. Commercial vehicles are defined as any vehicle built for commercial use such as plumbing trucks, electrician's trucks, wreckers, one-ton flatbeds, bob tails, stake body trucks, or vehicles otherwise identified as primarily a commercial vehicle by the Board.
- c. All towing, storage and related costs are at the vehicle owner's expense.
- d. Go-carts and 4-wheelers are prohibited on the property.

- e. Bicycles may not be stored in the parking area. Bicycles must be stored in the designated area.
- f. Car washing is permitted in the parking common area.
- g. No major vehicle repairs are permitted in the common area.
- h. Residents cannot leave furniture, boxes, pets, bags of soil or mulch, plants or any other item in their parking area.

H. COMMUNITY ETIQUETTE

1. **Courtesy.** Each Owner will endeavor to use such Owner's Unit and the Common Elements in a manner calculated to respect the rights and privileges of other Owners. Each Owner will refrain from conduct that may reasonably be expected to inconvenience, embarrass, or offend the average Owner of a Unit in the Condominium.
2. **Code of Conduct.** Owners will conduct themselves in a civil manner when dealing with the Association's officers, directors, committee members, Managing Agent, employees, contractors, agents, and other Owners. In return, the Owners are due the same courtesy and civility. The following actions are expressly prohibited: (a) verbal abuse; (b) insults and derogatory name-calling; (c) cursing; (d) aggressive or threatening behavior; (e) hostile touching or physical contact, (f) sexual harassment; (g) posting correspondence on the doors of directors and officers; and (h) phone calls that are designed – by their tone, time, or frequency – to harass or intimidate. No person has the right to abuse another or the duty to tolerate abuse.
3. **Association Employees.** Owners may not instruct, direct, or supervise the Association's or Managing Agent's employees and agents. Owners may not interfere with the performance of duties by Association employees, and will refrain from monopolizing the time or attention of Association employees.
4. **No Hiring of Employees.** The employees and agents of the Association and Managing Agent are not permitted or authorized to render personal services to Owners. The Owners will not require or encourage employees or agents to violate this provision.
5. **Communications Among Owners.** The Association feels a duty to balance the right of members to communicate with each other against the desire of the Condominium's members and tenants to be free of uninvited solicitations and misleading communications. To achieve that balance, oral and written communications that are intended for delivery to more than one Owner are subject to this section.

Without the Board's prior written permission, Owners may not communicate with others in a manner that may give the impression of having been approved or sanctioned by the Association. In communication with other Owners, the issuer should identify himself and state that the communication has not been sanctioned by the Association.

Without the Board's prior written permission, a person may not distribute handbills or hand-

deliver written communications to mailboxes, Unit doors, or car windshields.

Without the board's prior written permission, a person may not solicit information, endorsements, or money from tenants, or circulate petitions, except via the U.S. mail.

6. **Attire.** Owners must wear neat and clean street attire in the elevators, lobby, and other Common Elements. Owners are prohibited from wearing lingerie and pajamas as outerwear, or being barefoot in the interior Common Elements. .
7. **Annoyance.** Owners will avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other Owners, their guests, or the Association's employees and agents.
8. **Noise and Odors.** Each Owner will exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb Owners of other Units.
9. **Quiet Hours.** Between the hours of 10:00 p.m. and 6:00 a.m. Sunday through Thursday, and between 12:00 a.m. and 8:00 a.m. Friday and Saturday, Owners will refrain from activities that are likely to create a noise disturbance for Owners of adjoining Units. Examples of such activities include the operation of dishwashers, garbage disposals, vacuum cleaners, hammering, musical instruments, and aerobic exercise. During these hours, Owners will also try to modulate their conversations and entertainment equipment to avoid disturbing Owners in adjoining Units.
10. **Reception Interference.** Owners will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception on or about the Property.
11. **Packages.** Each Owner agrees that the Association is not responsible for any item or article left with or delivered to the Association's employees or agents on behalf of such Owner.
12. **Wildlife.** Feeding birds, squirrels, or any wildlife is prohibited on General Common Elements.
13. **Smoking.** The smoking of tobacco products is permitted in the individual Units and in any posted smoking area designated by Association or Managing Agent. Smoking is prohibited in all other General Common Elements, including without limitation any elevators, hallways, the Managing Agent's Office, the Garage, and entry foyers. Smoking is also prohibited within twenty-five (25) feet of the Building entrances. Cigarette butts must be disposed of properly and not thrown off Unit balconies or thrown onto any portion of the Common Elements.
14. **Protests, Picketing and Media Coverage.** Owners shall refrain from congregating and/or displaying signs at or around the vicinity of the Condominium meant to protest the action (or inaction) of the Association, the Declarant, or other party. Owners shall not seek any media coverage (whether radio, television, or print) of any purported claim or grievance against the Association, the Declarant, or other party in any way related to the Condominium.

15. **Resolution of Claim.** Owners shall seek resolution of any claims by the remedies that may be available to pursuant to the Condominium Documents or at law or in equity. In the event of a disagreement between an Owner of a Unit, on the one hand, and the Association as representative of another Owner of another Unit on the other hand, with regard to whether or not noises, odors or particular conduct are loud, disturbing, objectionable or otherwise annoying as contemplated in these Rules, the Board alone may, in its sole discretion, refer the matter to binding arbitration at the sole cost of the prevailing Owner or tenant. The arbitration will be conducted in the County in accordance with the rules of the American Arbitration Association. Arbitration shall be binding upon all parties involved in the controversy, provided, however the award of attorneys' fees shall never be charged against the Association or the Board, but only against the Owners involved, as the arbitrator(s) shall determine in accordance with this section. Judgment upon the award rendered by the arbitrator(s) may be entered in any court in the County having jurisdiction.

I. **USE OF RECREATIONAL FACILITIES**

1. **Recreational Facilities.** The Facilities (the "Facilities") consist of a swimming pool and a common room. The common room shall be available for private party reservations between the hours of 6:00 a.m. to 10:00 p.m. Sunday through Thursday and 8:00 a.m. through midnight in accordance with rules and regulations set by the Association.
2. **Access to Recreational Facilities.** The Association may, in its sole and absolute discretion, designate the hours of access to the Facilities, as well as restrict the use thereof, by requiring the pre-scheduling and limiting the amount of time available to each Owner to ensure fair access. The use of all Facilities is subject to compliance with these Rules and any Posted Rules at the Facilities. Persons using the Facilities must, at all times, respect the rights and privileges of others using the Facilities.
3. **Guests.** Except for tenants under leases pursuant to Part E above, a non-owner may not use the Facilities unless accompanied at all times by an Owner. Each Owner agrees to assume all responsibility for the care, safety and well-being of such Owner's guest or invitee relating to the use of the Facilities. The right of an Owner to share the use of Facilities with such Owner's guests or invites is at all times subject to the immediate termination by the Board if the Rules or Governing Documents are violated, or if such termination is deemed by the Board to be in Association's best interest.
4. **Number of Guests.** The Owners of a Unit, collectively at any one time, may not have more than (a) four guests using the swimming pool; and (b) six guests using the common room. By reservation through the Managing Agent, functions involving a larger number of guests may be permitted. Reserved functions must be confined to the specific Facility reserved, and the host Owner must ensure that such Owner's guests do not use the other Facilities.
5. **Disturbances Prohibited.** No loud sounds or boisterous conduct is permitted in any Facility at any time. The reasonable use of a radio, television, MP3 player, or similar device is permitted in any Facility unless requested by another Owner or tenant to turn off the device.
6. **Glass Containers Prohibited.** Containers made of glass are not permitted at any time in the pool area.

7. **Swimming Pool.** In addition to the Rules and Posted Rules at the swimming pool, the following rules will condition any use of the swimming pool:

- a. Customary bathing attire must be worn in the swimming pool;
- b. Street clothes, cutoffs, underwear, and nude bathing are not allowed in the pool;
- c. Pool furniture may not be removed from the swimming pool area;
- d. No person under the age of 14 years, who is not being supervised by an adult, may be permitted in or around the swimming pool;
- e. Children that are not toilet trained may only use the swimming pool while wearing waterproof diapers;
- f. All swimming by adults and children of all ages will be done at the swimmers' own risk;
- g. No lifeguards will be provided by the Association;
- h. No one should swim alone;
- i. No pets are allowed in the enclosed pool area;
- j. In order to help insure against accidental drowning of small children, the gate must not be blocked open or "fixed" so that a key is not needed to enter the pool area;
- k. No objects are to be thrown into or left in the pool;
- l. No pool equipment or furniture may be removed from the pool area;
- m. Diving, "horseplay", running, wrestling, spitting, undue splashing, and offensive language, and activities in the pool that interfere with other guests' equal use of the pool are not allowed;
- n. Persons having infectious diseases, open sores, bandages, cuts or recent vaccinations are not permitted in the pool; and
- o. Pool usage is restricted to a time no earlier than 9:00 a.m. and no later than 2 hours after sundown and only if a "pool closed" sign is not posted. The hours between 7:00 a.m. and 9:00 a.m. are reserved for quiet usage.

8. **Common Room.** In addition to any Posted Rules ("Posted Rules") posted at the common room, the following rules will condition use of the common room:

- a. **Reservation.** The common room may be reserved through the Managing Agent for

a specific date not more than sixty (60) days prior to such date. Advance notice of at least one week should be given for any reservation. Owners are limited to a total of two reservations per month, of which only one reservation may be on a Friday, Saturday or Sunday. The Association may charge a fee for the reservation and use of the common room in addition to the refundable deposit.

- b. **Use Agreement and Deposit.** The Association may require the Owner to sign a common room use agreement and deliver a refundable deposit in connection with a reservation.
 - c. **Use or Function.** In connection with a reservation, the Association may require the Owner to describe the purpose for which the Common room will be used. The right of Owners to reserve a common room for private use is subject to the right of the board to prohibit or condition certain uses or functions, or to require additional security deposits.
9. **Cleaning.** An Owner who has exclusive use of a Facility must restore the Facility to a neat and clean condition within two hours after the end of the period reserved or no later than 8:00 a.m. the next day following an evening use. If the condition of the Facility is not satisfactory upon Managing Agent's inspection, the cost of cleaning or repair will be deducted from the security deposit. A minimum deduction by the Association for cleaning or repairs may be set by the Board.
10. **Release.** Although all Owners, guests and invitees may or may not be required to sign releases of liability releasing and holding harmless the Association, Board, employees and Managing Agent from any and all liability, claims, losses, and actions arising out of or in connection with the use of any of the Facilities, the mere use of such Facilities, in and of itself, by any person shall constitute a full and complete release and indemnification of the Association, Board, employees and Managing Agent arising out of and in connection with any such activities. The Association expressly disclaims and disavows any and all representations or warranties, expressed or implied, including any warranty of fitness or safety for any particular purpose, relative to any of the Facilities or any equipment associated with the Facilities.
11. **Risk.** Each Owner, Tenant and their guests use the Facilities and other Common Elements at such person's own risk. The Facilities are unattended and unsupervised. Each Owner and Tenant is solely responsible for such party's own safety and that of such party's guests. The Association disclaims any and all liability or responsibility for property damage, injury or death occurring from use of the Facilities.

J. HEALTH AND WELL-BEING

For the health, well-being and enjoyment of all Owners, the following limitations and restrictions will be observed, in addition to any Rules, Posted Rules and other warnings or notices that may be posted at the Facilities.

- 1. **Supervision of Minors.** For their own well-being and protection, persons who are legally incompetent or younger than 14 years must be under the general control and supervision of their parents or guardians at all times while on the Property. It is suggested that a

person under 13 years may not be left unattended in a Unit at any time. After nightfall, unless accompanied by a parent or legal guardian, persons under 16 years may not be on the General Common Elements.

2. **Safety Disclaimer.** The Association may, but is not obligated to, maintain or support certain activities within the Property designed to make the Condominium less attractive to intruders than it otherwise might be. The Association, its directors, Committees, members, agents, employees, and the Managing Agent will not in any way be considered an insurer or guarantor of security within the Property, and may not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each Owner, guest and invitee on the Property assumes all risk for loss or damage to person, such Owner's Unit, to the contents of such Owner's Unit, and to any property on the Property. The Association expressly disclaims and disavows any and all representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security systems, equipment, or measures recommended, installed, or undertaken within the Property.

K. CONSTRUCTION AND ARCHITECTURAL CONTROL

1. **Prohibited Changes to Common Elements.** Without the prior written approval of the Board, an Owner may not change, remodel, decorate, destroy, or improve the Common Elements, or do anything to change the appearance of the Common Elements, including without limitation, the hallway entry door, and hallway appurtenant to the Unit.
2. **Prohibited Changes to Unit.** Without prior written approval of the Board, an Owner may not make structural alterations or modifications to the Unit or any Balcony.
3. **Prohibited Changes to Balconies.** No Owner shall modify, paint, remodel, enclose or make any structural changes to any Balcony without the prior written approval of the Board. No Owner shall do any act or permit any act to be done in, on or to any Balcony as part of the Common Elements that will impair the structural integrity, weaken the support or otherwise adversely affect the Building, the Balcony or any Common Elements.
4. **Removing Carpet.** It is prohibited (a) to replace carpeting with any flooring material other than padded carpeting and (b) to replace cushioned vinyl with any material other than carpeting or cushioned vinyl, without prior written authorization of the Board. The Board will require the applicant to install an acoustical cushion, separation, or sub-floor beneath the uncushioned flooring.
5. **Windows and Doors.** The front doors of Units must conform to the Condominium standard unless otherwise approved in advance by the Board. An Owner may not decorate or customize the hallway-side of such Owner's front door. No awnings, shades or shutters shall be erected over and/or outside any windows appurtenant to any Unit, and no exterior doors shall be removed, replaced or changed in any way that would distinguish the Unit in question from any other Unit, without the prior written consent of the Association. All window treatments visible from the exterior of the Unit shall be in color approved by the Association. Nothing shall be placed on the outside of window sills or projections without the prior written consent of the Association. Nothing shall be

thrown or swept out of any windows or doors, and no mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any windows or doors, or any portion of the Common Elements. No screen or storm doors or windows shall be installed within any existing door or window openings which form part of the Common Elements without approval from the Board. Screens and frames must be in color(s) approved by the Association. An Owner may not alter the color or appearance of the glass surfaces in the Unit's windows from the building standard including window tinting without the approval of the Board.

6. **Application for Board Approval.** As part of the application to the Board for its written consent for any alteration, modification, remodeling, painting, structural changes, an Owner must submit to the Managing Agent complete plans and specifications showing, as applicable, the nature, kind, shape, size, materials, colors, connection to condominium systems and location for all proposed work, and any other information reasonably requested by the Board. Any written consent by the Board shall be in its sole but good faith discretion. Failure of the board to issue its written consent within sixty (60) days after an application has been submitted to the Managing Agent shall be deemed a denial of the application by the Board.
7. **Construction Hours.** Without the Association's prior permission, no construction may be performed in any Unit by any person except between the hours of 8:30 a.m. and 5:00 p.m. on business days. This rule is intended to prevent disturbances by construction-related utility cutoffs, noise, odors, workmen, and activity between 5:00 p.m. and 8:30 a.m., and on Saturday, Sunday or holidays. Repairs made in the event of an emergency, which, if not performed, would affect the use of other Units or the Common Elements, outside of the stated times will be allowed, but the Association must be notified.
8. **Understanding and Agreement Concerning Contract Work.** As a condition to the Association's approval of any construction work hereunder, the Owner and the Contractor may be required to execute and deliver to the Board a supplemental construction and indemnity agreement in form acceptable to the Board.

L. **VEHICLE RESTRICTIONS**

1. **Authorized Vehicles.** To be permitted on the Property, a vehicle must be operable, and must display a current license tag and current inspection sticker. For purposes of these Rules, the term "vehicle" includes automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles.
2. **Motorized Vehicles.** Consistent with the notice and restrictions provided in Section G, General Use and Maintenance of Common Elements, Section 11, Parking Spaces, no commercial vehicle, truck, trailer, van, recreational vehicle, bus, boat, personal water craft, machinery, or equipment, other than a private passenger automobile, motorcycle, minivan or truck not exceeding seven feet in length, shall be parked on any portion of the Common Elements of the Condominium or other than in a parking space designated for such, without the prior written consent of the Board. No servicing or repairs shall be made to any motor vehicle either on or within the Common Elements of the Condominium, or in any Unit except for emergency repairs as necessary to enable movement of the vehicle to a repair facility. No motor vehicle shall be driven on or within any part of the

Common Elements of the Condominium other than on a driveway or designated parking area.

3. **Car Washing.** Car washing is not prohibited in the garage area so long as the activity does not interfere with other residents' usage of the garage.
4. **Bicycles and Rollerblades.** Bicycles, skateboards, rollerblades, and other non-motorized wheeled devices may not be ridden and must be walked on the sidewalks, driveways, garage, and other Common Elements of the Condominium.
5. **Proper Use of Parking.** Each vehicle must be parked straight-in (not angled or sideways), so that it does not occupy more than one parking space unless spaces are owned by the same Unit. Parking spaces must be used for vehicle parking purposes only. Storage of personal property other than vehicles and folding carts is prohibited, including but not limited to: bikes, gasoline cans, trash cans and personal items. Such items may be removed by Managing Agent and, if not claimed within 30 days, will be disposed of at the Owner's expense. All carts must be neatly secured and must not block or inhibit access to neighboring parking spaces. Carts are prohibited from being secured in unauthorized garage areas or said carts may be subject to removal by Management, and if not claimed within 30 days, will be disposed of.
6. **Proper Placement.** No vehicle, including motorcycles, may be driven, parked, or placed anywhere on the Property except in designated areas. Motorcycles or bicycles may not be chained to buildings, fences, or any other part of the Property, unless designated for that purpose.
7. **Nuisances.** Each vehicle must be muffled and must be maintained and operated to minimize noise, odor and oil emissions. The use of car horns on the Property is discouraged, except for the judicious use of a horn for the right of way. Signs advertising a vehicle "for sale" are allowed if located inside the vehicle. No vehicle may be kept on the Property if the Board deems it to be unsightly, inoperable, inappropriate, or otherwise violative of these Rules.
8. **Fire lanes/Obstructions.** No vehicle may be parked in a manner that impedes or prevents ready access to the Property, driveways, parking spaces, or Garage. No vehicle may obstruct the flow of traffic, constitute a nuisance or otherwise create a safety hazard. No vehicle may be parked, even temporarily, in spaces reserved for others in fire lanes or in any area designated as "No Parking."
9. **Violations.** A vehicle in violation of these Rules may be stickered, wheel-locked, towed or otherwise removed from the Property by the Managing Agent, at the expense of the vehicle's owner. The Association expressly disclaims any liability for damage to vehicles occasioned by the exercise of these remedies.

M. TRASH DISPOSAL

1. **General Duty.** Owners will endeavor to keep the Property clean and will dispose of all refuse in receptacles for that purpose and may not litter Common Elements. If provided,

garbage shall be disposed of through the use of the garbage chute located on the Property.

2. **Hazards.** Trash may not be left anywhere on the Property other than in the designated receptacles. Owners may not place lighted or smoldering items, including cigarettes, in the designated receptacles. Owners may not store trash inside or outside an Owner's Unit in a manner that may permit the spread of fire, odors, or seepage, or encouragement of vermin. Trash chutes and dumpsters may not be used to dispose of building materials.
3. **Glass.** Owners may not discard glass items unless done so in a safe manner.
4. **Trash.** Owners must place trash in a sealed or tied container or bag before putting it in the trash chute/container. Large boxes and bulky objects being disposed of must be placed neatly in secured containers in the location designated for such items. Construction material, solvents, paints, and other toxic waste must be removed from the Property by the Owner or such Owner's contractor. If provided, a separate receptacle for newspapers should be used.
5. **Excess Trash.** An Owner will place trash entirely within a container, and may not place trash outside, next to, or on top of a container. If a container is full, the Owner should locate another container or hold the trash. Boxes and large objects should be crushed or broken down before being placed in a container. An Owner must arrange privately for removal of discarded furnishings or any unusually large volume of debris.
6. **Closing the Trash Area Gate.** If applicable, an Owner must make certain that the gate to the trash area is securely closed after using it.

N. PETS

1. **Subject to Rules.** Owners may not keep or permit on the Property a pet or animal of any kind, at any time, except as permitted by these Rules and the Governing Documents. Additionally, all pets must conform to any applicable animal control ordinances or laws. Please refer to the appropriate local authorities, such as Harris County Public Health & Environmental Services for the county's leash law, licensing, and vaccinations.
(http://www.hcphe.org/divisions_and_offices/veterinary_public_health/animals_and_pets/animal_laws/)
2. **Pet Agreement.** Owners must complete a pet registration form furnished by the Management Office when a pet is acquired or within seven days after taking up occupancy on the Property.
3. **Pets Banned in Rental Units.** Permitted pets may be kept in Units that are Owner occupied. Pets are not allowed in any Unit that is not occupied by an Owner. The Board will grandfather pets already living in rental units and will consider exceptions to this rule on a case-by-case basis.
4. **Permitted Pets.** Subject to these Rules, an Owner may keep in such Owner's Unit up to two house pets (other than aquarium fish) which, at maturity, may not exceed 50 pounds each in weight. Permitted house pets are limited to domesticated dogs, cats, caged birds, and aquarium fish. If required by any law, ordinance, government rule or regulations, any such

pet(s) must be appropriately vaccinated, to include rabies, and licensed through the appropriate municipal or city department. The board will consider exceptions to the weight limit on a case-by-case basis.

5. **Prohibited Animals.** No Owner may keep a dangerous or exotic animal, pit bull terrier, trained attack dog, or any other animal determined by the Board in its sole discretion to be a potential threat to the well-being of people or other animals. The board is willing to grant exceptions to this rule on a case-by-case basis with a veterinarian's opinion as to a specific individual dog's demeanor. No animal or house pet may be kept, bred, or maintained for any commercial purpose. Pets or animals belonging to guests, friends, or relatives of Owners are allowed for stays of 7 days or less, and all Association rules apply to the visiting pet.
6. **Leashes.** Pets must be leashed or carried while in Common Elements of the Property. If applicable, pets may be transported through the first floor elevator lobby or the main lobby only if carried, and pets should be transported in any designated freight or service elevators that are available. No pet may be leashed to a stationary object on the Common Elements. No pet is allowed at any time, in the Facilities.
7. **Disturbance.** Pets must be kept in a manner that does not disturb another Owner's rest or peaceful enjoyment of such Owner's Unit or the Common Elements. No pet may be permitted to bark, howl, whine, screech, or make other loud noises for extended or repeated periods of time.
8. **Damage.** Owners are responsible for any property damage, injury, or disturbance such Owner's pet may cause or inflict and must compensate any person injured or otherwise damaged by such Owner's pet. An Owner who keeps a pet at the Condominium is deemed to indemnify and agrees to hold harmless the Board, the Association, and other Owners and tenants, from any loss, claim, or liability of any kind or character whatever resulting from any action of such Owner's pet or arising by reason of keeping or maintaining the pet at the Condominium.
9. **Dog Walk and Pooper Scooper.** Owners are responsible for the removal of pet's wastes from the Property. The Board may levy a fine against a Unit and its Owner each time feces or urine are discovered on the Common Elements and attributed to an animal in the custody of that Unit's Owner.
10. **Removal.** If an Owner or such Owner's pet violates these Rules, or if a pet creates a nuisance, odor, unreasonable disturbance, or noise, the Owner or person having control of the animal will be subject to fines per the Fine Policy. If violations occur repeatedly, the Owner, upon written notice of the board, may be required to remove the pet. Each Owner agrees to permanently remove the violating animal of such Owner from the Condominium within 30 days after receipt of such removal notice from the Board.
11. **Complaints.** Any complaints about pets or Owners violating these Rules shall be made in writing to the Managing Agent and identify the type of infraction, the date of infraction, and must be signed by the witness to the infraction.
12. **Staff.** The staff of the Condominium is prohibited, while on duty, to walk or care for pets.

Owners are requested not to ask the staff to assist them with their pets. Emergency situations requiring staff assistance will be left to the sole discretion of the Managing Agent.

13. **Compliance.** Pets with a physical handicap or, to the extent permitted by applicable law, Owners who have a physical handicap which would prevent them from complying with these rules, must receive a variance by the Board or Managing Agent.

O. MOVING

1. **Notice.** The time and date of all moves including any move of furniture, appliances, or other large or heavy objects to or from the Property must be scheduled in advance with the Management Office.
2. **Times.** Moves must be performed between 8:30 a.m. and 5:30 p.m. Monday through Saturday. It is the Owner's duty to notify such Owner's movers about this Rule.
3. **Elevator Reservation Fee.** An elevator reservation deposit of \$150.00 is required for all move-ins and move-outs. The deposit will be returned after the Managing Agent determines no damage was made to the elevator.

P. MISCELLANEOUS

1. **Right to Hearing.** An Owner may request in writing a hearing by the Board regarding an alleged breach of these Rules by the Owner or any person for whom the Owner is responsible. The Board will schedule a hearing within 30 days after receiving the Owner's written request. At the hearing, the Board will consider the facts and circumstances surrounding the alleged violation. The Owner may attend the hearing in person, or may be represented by another person or written communication.
2. **Mailing Address.** An Owner who receives mail at an address other than the address of such Owner's Unit is responsible for maintaining with the Association such Owner's current mailing address. An Owner who changes such Owner's name or mailing address must notify the Managing Agent in writing within 15 days after the change. Notifications of change of name or change of address should be clearly marked as such. All notices required to be sent to Owners by the Governing Documents will be sent to an Owner's most recent address as shown on the records of the Association. If an Owner fails to provide a forwarding address, the address of that Owner's Unit is deemed effective for purposes of delivery.
3. **No Waiver.** The failure of the Association to enforce a provision of these Rules does not constitute a waiver of the right of the Association to enforce such provision in the future.
4. **Severability.** If any term or provision of these Rules is held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding will not affect any other term or provision of these Rules.
5. **Amendment of Rules.** These Rules are subject to being revised, replaced, amended or supplemented by giving notice to unit Owners stating the specific amendment or other change. The information must be given to each Owner not less than 10 but not more

than 31 days before the date of the meeting where the Board will vote on such changes. Owners are urged to contact the Management Office to verify the Rules currently in effect on any matter of interest. These Rules will remain effective until 10 days after the Association delivers to an Owner of each Unit notice of amendment to or revocation of these Rules. The notice may be published and distributed in an Association newsletter or other community-wide publication.

6. **Other Rights.** These Rules are in addition to all rights of the Association under the other Governing Documents and the laws of the State of Texas.

PART II RULES GOVERNING COLLECTION AND FINING

A. COLLECTION RULES AND PROCEDURES

To the extent permitted by applicable law:

1. **Due Date.** An Owner will timely and fully pay Common Expense Charges, Special Assessments and other sums as provided for and in accordance with the provisions of the Declaration. Common Expense Charges are due and payable on the first calendar day of each month. Special Assessments and other sums are due as provided for in the Declaration or at the reasonable direction of the Board.
2. **Delinquent.** Any Assessment that is not fully paid when due is delinquent. When the account of a Unit becomes delinquent, it remains delinquent until paid in full. The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, courts costs, filing fees and other reasonable costs and attorneys' fees incurred by the Association in collecting the delinquency.
3. **Late Fees and Interest.** If the Association does not receive full payment of an assessment by 5:00 p.m. on the tenth calendar day following the due date, the Association may charge interest as provided for in Section 4.4 of the Declaration until the delinquency is paid in full.
4. **Insufficient Funds.** The Association may levy a charge of at least \$25 or the actual bank charge, whichever is greater, against an Owner if the check on which payments made is returned to the Association marked "insufficient funds" or the equivalent.
5. **Delinquency Notice.** If the Association has not received full payment of an Assessment by the due date, the Association may send one or more written notices of nonpayment to the defaulting Owner stating the amount delinquent. Such delinquency-related correspondence may state that if full payment is not received, the Association may pursue any or all of the Association's remedies under state law at the sole cost and expense of the defaulting Owner.
7. **Collection by Association's Attorney.** After giving the Owner notice of the delinquency, the Association may refer the delinquent account to an attorney for collection. In that event, the defaulting Owner will be liable to the Association for its legal fees and expenses.

8. **Collection Agency.** The Board may employ or assign the delinquency to one or more collection agencies.
8. **Notification of Mortgage Lender.** The Association may notify the Owner's mortgage lender of the default in payment of any Assessment.
9. **Notification of Credit Bureau.** The Association may file a report on the defaulting Owner with one or more credit reporting services.
10. **Notice of Lien.** The Association may cause a notice of the Association's assessment lien against the Unit to be publicly recorded. A copy of the notice of lien will be sent to the defaulting Owner, and may be sent to such Owner's Mortgagee.
11. **Right to Accelerate.** If an Assessment is payable in installments and if an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of that Assessment.
12. **Notice to Owner.** A Special Assessment payable in installments may be accelerated only after the Association gives the Owner at least 15 days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not cured within such notice period. Notice shall be provided by certified mail, return receipt requested, addressed to the Owner at the most recent address for the Owner in the Association's records, and such notice shall be effective upon deposit in a receptacle under the control of the U.S. Post Office.
13. **No Duty to Reinstate.** Following acceleration of an Assessment payable in installments, the Association has no duty to reinstate the installment program upon payment by the Owner of any delinquent installment.
14. **Foreclosure of Lien- Non-judicially.** The Board may instruct an attorney, officer or agent of the Association to notify the defaulting Owner of the Association's intent to foreclose its assessment lien, to post the property for sale at public auction, and to conduct a public auction of the Unit on the steps of the county courthouse in accordance with the Act, the Governing Documents and all other requirements of state law. All Owners should be aware of the rights of the Condominium Association with regard to foreclosure against all Units of the Condominium as provided for in Section 4.5 of the Declaration.
15. **Foreclosure of Lien- Judicially.** The Association may file suit against the Owner for judicial foreclosure of the Association's assessment lien. This action may be combined with a claim against the Owner for recovery of a money judgment.
16. **Suit Against Owner.** Whether or not the Association forecloses the Association's assessment lien, the Board may elect to file suit to recover delinquent assessments against the defaulting Owner and the Owner shall be personally liable for any judgment obtained by the Association.
17. **Possession Following Foreclosure.** If the Association purchases the Unit at public sale, the

Board may immediately institute appropriate actions to recover possession of the Unit.

18. **Application of Payments.** All payments received by the Association may be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose: (a) collection costs and attorney's fees; (b) fines; (c) reimbursable expenses; (d) late charges and interest; (e) delinquent special assessments; (f) delinquent monthly assessments; (g) current special assessments, and (h) current monthly assessments.
19. **Form of Payment.** The Association may require that payment of delinquent Assessments be made only in the form of cash, cashier's check, or certified funds.
20. **Partial and Conditioned Payment.** The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payor attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Unit's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payor. A payment that is not refunded to the payor within 30 days after being deposited by the Association may be deemed accepted. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations or the Association's right to apply payments pursuant to any rights herein granted.
21. **Notice of Payment.** If the Association receives full payment of the delinquency after recording a notice of lien, the Association will cause a release of notice of lien to be publicly recorded, a copy of which will be sent to the Owner; provided, however, the Owner shall prepay the reasonable cost of preparing and recording the release.
22. **Notification of Credit Reporting Agency.** If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to that credit reporting service.
23. **Limited Right of Redemption.** If the Association buys a Unit at the non-judicial foreclosure sale of its assessment lien, the Association's ownership is subject to a 90 day right of redemption by the Owner as provided for in the Act.
24. **Waiver.** Properly levied collection costs, late fees, and interest may not be waived by the Board, unless a majority of the Board determines that extraordinary circumstances warrant an adjustment to the account, in which case the adjustment must be described in detail in the minutes of the Board's meeting. Because of the potential for inadvertently effecting a waiver of the provisions of this policy, the Board will exercise extreme caution in granting adjustments to an Owner's account.
25. **Utility Shut-Off.** Pursuant to Part II, the Association may terminate utility service to the Unit for which Assessments used to pay the cost of that utility are delinquent.

B. FINING RULES AND PROCEDURES

1. **Policy.** The Association uses fines and restitution to discourage violations of the Governing Documents including these Rules and to encourage present and future compliance when a violation does occur, not to punish the violators or generate revenue for the Association.
2. **Owners Liable.** An Owner is liable for fines levied by the Association for violations of the Governing Documents including these Rules whether the Owner commits the violation or their tenants, guests or other invitees of such Owner commit the violation. Regardless of who commits the violation, the Association will direct its communications to the Owner, although the Association may also send copies of its notices to the actual violator.
3. **Reporting Violations.** Reports of violations by Owners or residents shall be in writing and submitted to the Managing Agent. The complaining Owner or resident shall have observed the alleged violation and shall identify the complainant ("Complainant"), the alleged violator ("Violator"), if known, and set forth a statement describing the alleged violation, referencing the specific provisions which are alleged to have been violated, when the violation was observed and any other pertinent information. Complaints failing to include any information required by this provision might not be investigated or prosecuted at the discretion of the Association.
4. **Investigation.** Upon receipt of a complaint, if additional information is needed, the complaint may be returned to the Complainant or may be investigated further by the Managing Agent or a Board designated individual or committee.
5. **First Notice.** Before the Association may charge the Owner for property damage for which the unit Owner is liable or levy a fine for violation of the Declaration, Bylaws, or the Rules, the Association shall give the unit Owner a written notice ("First Notice") that:
 - a. Describes the violation or property damage and states the amount of the proposed fine and/or damage charge;
 - b. States that not later than the 30th day after the date of the notice, the unit Owner may request a hearing before the Board to contest the fine or damage charge; and
 - c. Allows the unit Owner seven (7) days from the date of the notice, to cure the violation and avoid the fine unless the unit Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months.

The Association may provide a copy of the required notice to an occupant of the Unit.

6. **Second and Subsequent Notices.** If the alleged Violator does not come into compliance within 7 days of the First Notice, the Association may impose a fine. A second written notice ("Second Notice") letter shall be sent to the unit Owner providing notice of the fine amount that has been assessed to the Owner's account. The Violator will have 5 days from the date of the Second Letter come into compliance before additional fines are incurred in accordance with Paragraph 10 below.
7. **Repeat Violation.** In the case of a repeat violation, the notice will state that, because the Owner was given notice and a reasonable time to cure a singular violation within the

preceding 12 months, the fine attaches from the date of the violation notice.

8. **Right to Hearing.** An Owner may request in writing a hearing by the Board regarding the alleged violation of the Governing Documents. The Board has 10 days after receiving the Owner's request to give the Owner notice of the time, place and date of the hearing. The hearing must be scheduled for a date within 45 days from the date the Association received the Owner's request and should be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. The Owner's request for a hearing suspends only the levy of a fine. The hearing will be held in a closed or executive session of the Board. At the hearing the Board will consider the facts and circumstances surrounding the Violation and the Owner may attend in person, or may be represented by another person or written communication.
9. **Levy of Fine.** Within 30 days after levying the fine, the Association must give the Owner notice in writing of the levied fine. If the fine is levied at the hearing at which the Owner is actually present, the notice requirement will be satisfied if the Board announces its decision to the Owner at the hearing.
10. **Fine Schedule.** The following fine schedule will apply to all violations of the Declaration, Bylaws, Articles of Incorporation and Rules and Regulations:

First Notice-

1. Written notice of alleged violation;
2. Demand to stop violating the cited provision and/or to repair the cited deficiency; and
3. A warning that any other or repeat violation will result in a \$250.00.

Second Notice- Upon a repeat violation, or a different violation:

1. the Owner will be provided a written notice of violation;
2. the levy of a \$250.00 fine; and
3. A warning of potential additional \$250.00 fines if the Owner continues to violate the Rules.

Third and subsequent Notices-

1. If the Owner fails to stop or cure previous cited violations, or has previously been noticed and cited for previous Rules violations, a fine of not less than \$250 and not more than \$500 will be assessed for each new violation; and
2. A warning of potential additional fines if the Owner continues to violate the Rules and that any subsequent violations the Owner may be turned over to the Association's Attorney and that the Owner will be liable in addition to any fees but as well for any related attorney fees.

If the violation continues after the Third Violation Notice, the Board may assess a fine of not less than \$250 and not more than \$500 for the fourth and subsequent violations, and further enforcement of the Rules may include turning the violations over to the Association's attorney to take appropriate legal action.

11. **Waiver of Fines.** The Board may waive all, or any portion, of the fines if, in its sole discretion, such waiver is appropriate under the circumstances. Additionally, the Board

may condition waiver of the entire fine, or any portion thereof, upon the Violator coming into compliance with the Declaration, By-laws, Articles of Incorporation or Rules.

12. **Collection of Fines.** The Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard. The Association may not foreclose its assessment lien on a debt consisting solely of fines. The Association may not charge interest or late fees for unpaid fines.
13. **Suspension of Privileges.** The Board may suspend use of a Facility by an Owner or guest who violates these Rules in relation to any Facility more than two times within a 12-month period. The length of the suspension will be determined solely by the Board, taking into consideration the Facility in question and the nature and frequency of the violations. Notice of such suspension will be delivered in writing and will entitle the suspended Facility user to a hearing before the Board.
14. **Suspension for Nonpayment.** The Board may suspend use of a Facility by an Owner or by the occupants of that Owner's Unit for any period during which Assessments against that Unit are unpaid.
15. **Amendment of Policy.** (a) The Association and/or Board may not meet to adopt an amendment or other change to the Declaration, Bylaws, Articles of Incorporation, or Rules of the Association unless the Association or Board has given to each unit Owner a document showing the specific amendment or other change that would be made to the Declaration, Bylaws, Articles of Incorporation, or Rules. (b) The information described in Subsection (a) must be given to each unit Owner after the 20th day but before the 10th day preceding the date of the meeting. The information is considered to have been given to a unit Owner on the date the information is personally delivered to the unit Owner, as shown by a receipt signed by the unit Owner, or on the date shown by the postmark on the information after it is deposited in the United States mail with a proper address and postage paid.

RP-2016-565030
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12/16/2016 02:55 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$148.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or
use of the described real property because of color or
race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2016-565030