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Rules and Regulations

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Golf Green Garden Homeowners Association, Inc.

100 This document relates to that certain "Declaration of Covenants, Conditions and Restrictions for Golf Green Garden Homes, Section One, Two & Three" recorded in the Official Public Records of Harris County, Texas, under County Clerk's File No. T058426.

PREFACE

The below stated Golf Green Garden Homeowners Association (GGGHA) Rules and Regulations are in no way intended to limit or supersede the Declaration of Covenants, its Bylaws, or any of its exhibits. In the event that there is a conflict, the Declaration and Bylaws shall prevail.

DEDICATIONS

1. Homeowner - The term homeowner shall define a unit owner, as defined by the Golf Green Garden Homeowners Association, Inc.
2. Association Member - A unit owner becomes an Association Member as soon as a unit is purchased and remains a member until the unit is sold.
3. Resident - The term resident shall mean and include all of the following: homeowner, children, lessee, tenant, guest, invitee, and licensee.
4. Common Area - The term common area shall mean all property owned or partially owned by the Association for the common use and enjoyment of all owners.
5. Board of Directors - Directors or Board Members are duly elected representatives of the Golf Green Garden Homeowners Association, Inc. and conduct the daily business of the Association.
6. Manager - The term manager shall mean the managing agent employed by Golf Green Garden Homeowners Association, Inc., whose duties are prescribed by the Board of Directors.

Section I - Homeowners

1. The Association requires that a Tenant Information Form (which can be obtained from the Association Manager) be completed and returned to Manager at time of occupancy. It is the responsibility of Homeowner to ensure all information on file is accurate and up-to-date.
2. Golf Green Garden Homeowners Association, Inc., Homeowners, Lessees, Children, Tenants, Guests, Invitee, and Licensees are governed by the GGGHA "Declarations and

Restrictions”, “Bylaws”, and “Rules and Regulations”. Violation thereof can result in homeowner and/or associate(s) of homeowner to penalties, fines, judgments, legal actions and liens on property owned.

3. Copies of the GGGHA Declarations and Restrictions, Bylaws, or Rules and Regulations can be obtained from the Association’s Manager for a fee.
4. Homeowners who rent/lease or allow others to reside in a dwelling within GGGHA are responsible for occupant conduct therefore it is recommended that applicable GGGHA Documents be supplied to all residents at time of occupancy.
5. Homeowners who rent/lease or allow others to reside in a dwelling within GGGHA remain responsible for the tenants effect on the house, common areas, complex, and neighbor relationship.
6. Homeowner will be directly billed (via US Mail) for any damages or fines imposed as a result of any homeowner or resident’s lessee or tenant, agent, guest, children, invitee, or licensee’s action(s) found in violation of GGGHA policies. In the event of non-payment (within 30 days) homeowner will be subject to legal actions including but not limited to lien being filed against property owned.
7. Homeowner found delinquent in the payment of fines, assessments or annual dues will not be allowed to use the recreational facilities after proper notice and opportunity for a hearing as set forth in Section XI of these Rules and Regulations.

Section II -Maintenance and Repair

1. Homeowners must perform promptly, at his/her own expense, all maintenance and repair work to include the repair of any visible rotten wood or the removal of mildew from home.
2. Homeowners will be held responsible for any waste or damages to the common areas or its facilities resulting from the deliberate or negligent actions of the owner, his agents, servants, pets, tenants, children, family members, guests or licensees. Homeowner shall be obligated to reimburse GGGHA promptly upon receipt of bill for any expenditure incurred by it for repairs or replacement occasioned by such damage.

Section III- Use of Units

1. All units shall be utilized for single family residential purposes only. **NO EXCEPTIONS.**
2. No unit shall be used for any business that attracts significant traffic from outside the Community. **NO EXCEPTIONS.**
3. No owner or resident may make structural modifications or alterations to his home, or any installations of fence additions outside the home, without previously receiving express

written approval in advance of a proposed modification or alteration from the Board of Directors through the Architectural Control Committee.

4. It is recommended that professional advice be sought prior to the renting/leasing of any residential dwelling within GGGHA. All leases should be in writing and no less than 6 months in duration and a proper screening should be performed to qualify applicants as Homeowner is fully responsible for the actions/non-actions of party leasing as well as occupants thereof.

Section IV - Posting of Signs

No advertisement, posters, or signs of any kind shall be displayed for public view on the home or property or common areas of the Association except for temporary seasonal decorations, election/political signs or for sale/lease signs. All signs must be equal to or less than 24x36 inches in size.

Section V – Common Area

1. No part of the common areas may be obstructed so as to interfere with its intended use and purpose. No personal property shall be stored in/around the common areas or (residents have right to store properties inside) outside residential units in public view.
2. No littering allowed in/around the common areas and outside residential units in public view.
3. No part of the common area may be used for general storage purposes, nor shall anything be done in any manner, which may increase the rate of hazard or liability insurance covering said area.
4. No nuisance or intrusive activity shall be conducted in/around common areas and outside residential units. Additionally no illegal or inappropriate behavior, activities or annoyances or hazardous to person(s) or property be allowed under any circumstances. (For example, careless riding of bicycles, motorized toys/vehicles and ball type games.)
5. The Swimming Pool owned and managed by our neighboring Condominium Association may from time-to-time be available for our use. If and when we are invited to use the facility, all rules and regulations as posted therein also pertain to GGGHA owners and invites. It should be noted, **No lifeguard is on duty**. With this in mind, no person(s) under the age of 18 years of age is allowed within the gated pool area without adult supervision.

Section VI - Noise or Illegal Activities

1. No homeowner, resident, guests, agent, lessee, licensee, or invitee shall make or permit to be made any loud objectionable noises or actions or cause any instrument or device to emit or make a disturbance of the peaceful and quiet enjoyment by other homeowners.

2. No nuisance, loitering or illegal activity shall be committed or be permitted to occur in any home or upon any part of the common areas of the property. Furthermore, all City, State and Federal Laws are expected to be adhered to in/around the common area premises as well as within the confines of any/all dwellings.

Section VII – Cars and Parking

1. Absolutely no parking in the “Fire Lanes’ or in any area specifically designated “No Parking” will be allowed at any time. No one shall be allowed to “block” a driveway or another properly parked vehicles. **Parking Violations should be expeditiously reported to Manager and if warranted the Police at 911. Vehicle(s) in violation are subject to immediate tow from the property, without warning.**
2. Visitors, homeowners, and tenants shall observe one-way traffic signs and shall enter from the east gate and exit through the west gate only.
 - A. Enter only at entrance, exit only at exit. All streets are one-way except the north-south orientated Gold Tee section. Service contractors and U.S. mail carriers are allowed to drive both ways on the inner drive of Golf Green Circle, where no condo units are adjacent by.
 - B. Always obey signage and posted speed limits. Speeding is prohibited. The maximum speed limit within the grounds is 10 miles per hour.
3. Abandoned/Non-Operable/Junk vehicles parked in plain view (versus inside a closed garage) are prohibited. **Vehicles in violation will be towed at owners expense.**
4. No repair work, dismantling or assembling of any vehicle or other similar equipment shall be permitted in any street or common area. All such work shall be conducted inside a closed garage.
5. Long-term or regular parking or storing of boats, buses, campers, trailers, recreational vehicles, heavy truck and trailers, construction vehicles or commercial vehicles in any parking area, streets or driveways is prohibited. **Vehicles in violation will be towed at the owners’ expense.**
6. Homeowners will be charged a fee for any/all cleanup necessary resulting from oil leaks, concrete damage, concrete staining or the removal of debris, trash, etc.
7. Motorcycles and or similar vehicles must be parked on private driveways or in garages.
8. Any vehicle or personal property towed from the Association is towed at owner’s expense.
9. Any vehicle in violation of said Rules and Regulations is subject to being towed pursuant to the provisions of, and in accordance with Chapter 684, Texas Transportation Code, at the sole expense and risk of the vehicle’s owner. The Association, its Board of Directors, and its Managing Agent shall have no liability or responsibility whatsoever.

Section VIII - Pets

1. Dogs and cats must be leashed as per law. A loose, unleashed dog, cat, etc. is considered a "stray" and can be removed by the City Municipal authorities. The association as well as any homeowner/resident may call and report violations to the City for removal or remedy of said violation.
2. Unleashed pets are not allowed in common areas. Violators should be reported to Management or City municipal authorities. The board reserves the right to fine the pet owner who does not comply with this rule. (See Pet Policy)
3. Pets are not allowed to soil common areas or other homeowners' yards. The droppings shall be promptly removed by the pet owner. Any resident seeing this rule not obeyed should report the instance to the manager who has the authority to have the dropping removed and the expense of such removal charged to the homeowner or pet-owner accordingly. (See Pet Policy).
4. Any pet causing an annoyance or disturbing the peace can be permanently barred from the community if the owner fails to control said pet.
5. Homeowners and residents owning pets shall be responsible and liable for any damages or claims arising out of or attributable to any deliberate or negligent violations of the pet rules and regulations.

Section IX – Trash/Litter

1. All trash shall be contained in trashcans with lids or enclosed trash bags and placed at curbside on scheduled trash pick-up days or the nights before. Grocery bags are prohibited. Trashcans, when not at curbside on trash day are to be stored within the garage or home versus outside of home, between fence or in public view
2. No hazardous materials, contaminants, chemicals, fuels, oils, etc., are to be placed at curbside for regular trash pick-up rather they are to be properly disposed of in accordance with EPA Regulations in addition to City, State and Federal Law. Violators of such are subject to fine.

Section X – General Prohibitions

1. No homeowner or resident shall make any alteration, modification, change in exterior colors from neutral shades, improvement or add any awnings, patio decks, patio covers, or other similar devices to the front of house without the prior express written consent of the Association.
2. No trash, rubbish, construction debris or general discards may be left outside a residential unit, in plain view, unless described by above Section IX item 1.

3. No drilling, digging, quarrying or mining operation of any sort will be permitted on the property.
4. Solicitations are prohibited on the property. Always notify the manager and Police at 911 if anyone comes to your door selling/promoting/soliciting anything. Notices by the Association or the Manager will be identified as office notices.
5. Golf Green Garden Homes is an exclusive residential community. No heavy vehicles, commercial trucks, trailers, vans, etc. are allowed to park within the community grounds. Special parking permits (up to 3 days of parking) may be granted for move in/out, or special circumstance, if requested of manager in advance of event. Violators without permits are subject to a fine and repair costs of \$50.00 per day/occurrence for damages of pavements, curbs, or sewer inlets.
6. In the event that an association member witnesses, suspects or hears of a suspicious or illegal activity within the association grounds, he/she should immediately contact the Police at 911 and the Association Manager.


Section XI - Remedies


Enforcement of the Rules and Regulations may include any or all of the following methods:

1. The Board of Directors in its sole discretion may elect to suspend use of the common area, file suit, charge an owner for property damage, or levy fines, for violation of these Rules and Regulations. In accordance with 209.006 of the Texas Property Code and before taking such action, the Association or its management company shall give written notice to the Owner by certified mail, return receipt requested. The notice shall (i) describe the violation that is the basis for the suspension, cause of action, charge back, or fine, and state the amount of any charge back or fine; (ii) inform the Owner that the Owner is entitled to a reasonable period to cure the violation and avoid the fine unless the Owner was given notice and reasonable opportunity to cure a similar violation with the preceding six (6) months; and (iii) inform the Owner that the Owner may request a hearing under 209.007 of the Texas Property Code on or before the 30th day after the Owner receives the notice.
2. The fine for the first violation of these Rules and Regulations shall be twenty dollars (\$20.00). The fine for the second violation of these Rules shall be twenty-five dollars (\$25.00). The fine for the third and later violation of these Rules shall be fifty dollars (\$50.00).
3. In addition to, or in lieu of the foregoing, the Association may seek legal action or injunction for declaratory and/or injunctive relief with any court of competent jurisdiction; or seek any other remedy allowed by law. In an event, the Association shall be entitled to seek and collect reasonable attorney's fees, costs, and expenses incurred in the enforcement of these Rules and Regulations.

4. Assess the unit owner for damages caused by him, or his agent, tenant, lessee, resident, children, guest, invitee, or licensee. The Association shall have the right to recover all attorney's fees and costs in addition thereto.
5. A lawsuit may be filed on a defaulting unit owner for damages, specific performance, or injunctive relief, or any other remedy available at law or in equity to stop violations of or seek damages for any abridgement of the Rules and Regulations, including all expenses connected with such action, interest, and attorney's fees.

Section XII- General

1. Any of the foregoing Rules and Regulations adopted by the Board of Directors of Golf Green Garden Homeowners Association, Inc. Rules and Regulations, may be amended or rescinded by a majority vote of the Golf Green Garden Homeowners Association, Inc. Rules and Regulations, Board of Directors at any meeting properly called that purpose.
2. Any rule or regulation found to be illegal or unenforceable shall not affect the validity of the balance of the Rules and Regulations.
3. These Rules are effective as of December 22, 2005 

Golf Green Garden Homeowners Association, Inc. 

By: Ron E., March 11, 2005, President

By: Bay F. Healy II 3/29/05 V.P

Golf Green Garden Homeowners Association, Inc.
Rules and Regulations

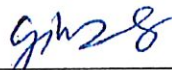
CERTIFICATION

I, the undersigned, do hereby certify as follows:

“That I am the duly elected and acting secretary of Golf Green Garden Homeowners Association, Inc., a Texas non-profit corporation, and:

That the foregoing Rules and Regulations constitute the Rules and Regulations of said Association, as duly adopted by of December 22, 2004.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Association, this 24th day of March, 2005.



Yin Zhang, Secretary

Golf Green Garden Homeowners Association, Inc.
Rules and Regulations

THE STATE OF TEXAS {
 {
COUNTY OF HARRIS {

BEFORE ME, the undersigned authority, a notary public in and for said state, on this day personally appeared, Yin Zhang known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Secretary of Golf Green Garden Homeowners Association, Inc., a non-profit corporation, and acknowledged to me that she has personal knowledge of the information sated herein above, and that she executed said instrument for the purpose and consideration therein expressed, and as the act of said corporation.

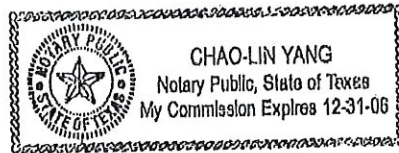
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 24th day of March, 2005.

Chao-Lin Yang
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

CHAO-LIN YANG
Printed Name of Notary

My Commission Expires:

12/31/06



FILED FOR RECORD
8:00 AM

APR - 5 2005

Bonny B. Kayman
County Clerk, Harris County, Texas

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 on

APR - 5 2005



Bonny B. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts additions and changes were present at the time the instrument was filed and recorded