

UNIVERSITY PARK PLACE

RULES & REGULATIONS

University Park Place

This list does not address all restrictions and owner's obligation, you refer to your legal documents for verifications nor does this list approve any modification or restriction that may be omitted on the following pages. This is a quick reference guide, only.

MAINTENANCE AND REPAIR

- 1) Every owner must perform promptly at his own expense all maintenance and repair work within his own apartment unit, which if omitted would affect the project in its entirety or in a part belonging to other owners.
- 2) An owner shall be responsible for, maintain and keep in repair, at his personal expense, the interior of his own apartment unit, including all fixtures and equipment installed within the apartment unit, such as patio planting, water, light, gas, power, sewer, telephone, sanitary installation, doors, windows, glass (except for items in Paragraph 2, Sections (1) and (2) of this article), electrical fixtures and all other accessories, equipment, and fixtures belonging to the apartment unit. The owner shall be obligated to promptly repair and replace any broken or cracked glass in windows and doors. An owner shall be responsible for the operation and maintenance of the air conditioning and/or heat pump on the roof of his building and which is his property and serves his/her unit only. If, in the majority opinion of the Board of Managers, the air conditioning or heat pump unit is determined to be making excessive noise which is sufficiently disturbing to neighbors to prompt complaints, the **Association** shall notify (or reasonably attempt to notify) the Owner at least once of the problem in writing and allow fifteen (15) days after the date of said notice within to correct the problem. If owner fails to act within the allotted time, the **Association** may repair the air conditioning or heat pump unit at owner's expense and the amount of the repair shall become a part of the assessment and be collectable as an assessment.
- 3) Each owner shall keep clean the interior of the limited common elements assigned to apartment unit. The repair and/or replacement of balcony and patio door and windows, including painting, shall be the responsibility of the **Association**.
- 4) The **Association** will be responsible for the repair or replacement of damaged main entrance door with hollow core doors. Owner who want a solid wood door must pay the difference in cost between the hollow core and solid door. Owners who want to install any other approved type of door such as a half French door (9 lights) or a full French door (15 lights) with Schlage door lock and latch set with key way, finish to be antique brass, are responsible for the total cost of such door. The **Association** will paint the door.
- 6) An owner shall be obligated to reimburse the **Association** promptly upon receipt of its statement for any expenditures incurred by it in repair or replacement of any general or limited common element damaged by the owner's negligence or by the negligence of

the owner's tenant or agents.

USE OF UNITS AND LIMITED AND COMMON ELEMENTS

1) Two (2) bedroom units may be occupied by a maximum of four (4) adults. One bedroom (1) units may be occupied by a maximum of two (2) adults. It is not the intent of this provision to exclude from a unit any individual who is authorized to so remain by any State or Federal law. If it is found that this definition, or any other provision contained herein is in violation of any such law, then this section shall be interpreted to be as restrictive as possible to preserve as much as the original provision as is allowed by law.

2) An owner or resident shall not make structural modifications or alterations to his/her unit or installations located therein without previously notifying the **Association**, in writing, through the Managing Agent or if no Managing Agent is employed, through the President of the Board of Managers. Such notice shall be deemed to be given upon deposit, at the Managing Agent's (or President's) office, of a complete set of Plans and Specifications and any permits required in accordance with the ordinances of the City of Houston. The **Association** shall have the obligation to answer within thirty (30) days after such notice has been received. They will either give approval of the modification or deny the request for the modifications/alterations in writing. Owner shall be responsible for rectifying any effect of such change on the common areas and any other unit.

3) Each owner may use the general common elements and the limited common elements in accordance with the rules and regulations of the **Association** and in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other owners.

4) An owner shall grant the right, but not the obligation, of entry to the Managing Agent or to any other person authorized by the Board of Managers in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.

5) An owner shall permit other owners or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services. Provided that requests for entry are made in advance and that such entry is at a time convenient to the owner.

General Rules & Regulations

1) All owners shall promptly and completely comply with each of the rules and regulations herein contained or hereafter properly adopted, and particularly, of the use of the swimming pools and swimming pool areas, in order that all owners and their guests shall achieve maximum utilization of such facilities consistent with the rights of each of the other owners thereto.

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2) Nothing shall be done in any residential unit, nor shall same be occupied or used for any purpose, nor shall any commodity, product of personal property be kept therein or thereon, which could cause such improvements to be uninsurable against loss by fire or the perils included in an extended coverage endorsement under the rules of the State of Texas Insurance Commission or which might cause or warrant any policy or policies covering said premises to be canceled or suspended by the issuing company.

3) Owners and occupants of units shall at all times exercise extreme care to avoid making or permitting to be made loud or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instrument or devices in such a manner to disturb owners, tenants of other occupants of condominium units of **The University Park Place Owner's Association**. No unit shall be used or occupied in such a manner as to obstruct or interfere with the enjoyment of occupants or other residents of adjoining units, nor shall any nuisance, or illegal activity be committed or permitted to occur in or on any unit or upon any part of the common elements of **University Park Place Owners' Association**.

4) The common area is intended for use for the purpose of affording vehicular and pedestrian movement within the condominium and of providing access to the units; those portions thereof adapted therefor for recreational use by owners and occupants of units; and all thereof, for the beautification of the condominium and for providing privacy for the residents thereof through landscaping and such other means as shall be deemed appropriate. No part of the common area shall be obstructed so as to interfere with its use for the purposes hereinabove recited, nor shall any part of the common area (common elements) be used for general storage purposes after the completion of the construction of the units by developer, except designated maintenance storage rooms nor anything done thereon in any manner which shall increase the rate of hazard and liability insurance covering said area and improvements situated thereon.

5) Each unit is entitled to one pet permit that allows one (1) small dog, cat or other usual small household pet (weight not to exceed 20 pounds). Individuals who wish to maintain two (2) small pets must acquire a pet permit from another owner. The transfer of pet permits must be approved and recorded by the Board of Managers. All such household pets must be leashed, even in the common areas. No more than two (2) animals per unit are permitted. Except as hereinabove stated, no animal, livestock or poultry shall be brought within the condominium or kept in or around any unit thereof. No breeding of pets for commercial activities related thereto shall be permitted on the premises.

6) No resident of a condominium unit or owner shall post any advertisements, signs, or posters of any kind in or on the property, except as authorized by the **Association**.

7) Parking of automobiles shall be only in the space designated as parking for each unit, no unattended vehicle shall at any time be left in the streets in such a manner as to impede the passage of traffic or to impair proper access to parking areas. No boats, trailers or campers will be left in the parking area. No storage of any objects shall be permitted in the driveway and private carport area except in the designated storage areas

which shall be kept closed when not in use, and the same shall at all times be kept free of unreasonable accumulation of debris or rubbish of any kind. Automobiles must at all times be operable, have current license tags, state inspection stickers, and comply with current mandatory insurance under the laws of the State of Texas.

8) It is prohibited to hang garments, rugs, and/or any other materials from the windows or from any of the facades of the project.

9) It is prohibited to dust rugs or other materials from the windows, or to clean rugs by beating on the exterior part of the condominium units, or to throw any dust, trash, or garbage out of any of the windows of any of the units.

10) It is prohibited to throw garbage or trash outside the disposal areas provided for such purposes.

11) No owner, or other occupant of any condominium unit shall concede or make alteration, modification, improvement, nor add awnings, patio covers or other devices to the common elements, (both, general and limited) of the condominium or to move or remove or add to any planting, structure, fences, furnishings or other equipment or object therefrom except with the written consent of the **Association**. Architectural control of the foregoing shall be the responsibility of the Board of Managers or its appointed representatives and no approval shall be granted without the submission of Plans and Specifications showing the nature, shape, size, materials, color and location of the same with regards to harmony or external design and location in relation to the surrounding structures and topography.

12) Reasonable and customary regulations for the use of the swimming pools, office, laundry facilities, and recreation areas will be promulgated hereafter and publicly posted at such places. Owners and all occupants of units shall, at all times, comply with such regulations.

13) Guest are allowed in the swimming pools only if accompanied by the resident.

14) All floors and floor coverings installed in the second story unit shall be approved by the **Association** for adequate sound control, prior to installation.

15) Laundry rooms are to be locked when leaving. Each resident is responsible for keeping them orderly and clean.

16) Bicycle parking is available in locked storage rooms for both Institute and Dora. Bicycles are not to be stored on balconies or patios nor left in the common areas.

17) Water beds may not be used or stored in a condominium apartment.

18) Barbecuing and charcoal cooking must be in the following designated areas:

Institute Lane: East fountain area in the central courtyard

A quick reference guide to all restrictions and owner's obligations is listed below. This list does not address all restrictions and owner's obligations nor does it approve any modification or restriction that may be omitted. You should refer to your legal documents for verification.

Insert

Sale or Lease Right of First Refusal. In the event owners who wish to sell or lease their unit and have received an offer shall notify the Managing Agent in writing together with an executed copy of such offer and terms. The Association, through the Board of Managers, shall have the right to purchase or lease the subject unit upon the same terms and conditions as set forth in the offer. CD Art. VII

University Park Place Plant Regulations

In order to maintain a consistent esthetic appearance in our common courtyards and passageways, to aid the safe enjoyment therein, and to secure our building elements from damage and excessive maintenance costs, the UPP Board has developed the following set of regulations and guidelines for private plants in the common and limited common areas.

Courtyards and Other Common Areas

Any unit Owner or Tenant is welcome to bring to the Board suggestions for the Common Area plantings, Please consider that these areas are commonly held, and are, therefor, not private planting areas. It would be impossible to maintain a consistent appearance if all 60 of us independently set out to landscape the courtyards. Therefor,

Generally, no private plants are permitted in the courtyard or other common areas without prior Board approval.

Plants will be allowed on the common sidewalks and Breezeways under the following guidelines:

1. Safe, unobstructed passage cannot be compromised. A minimum 5+ clearance shall be maintained. There can be no plants on stairs, stair railings, or stair landings, nor within a 5+ wide by 10+ long approach to the landings (top and bottom).
2. No plants may be suspended over common areas.
3. Ground-floor residents may have plants immediately outside their entries, on both sides, if limited to an area no larger than 3+ x 3+, so long as passage is unobstructed and common plantings are not interfered with.
4. Plants on carpet or wood surfaces are limited in size to 50#. They must be installed in dark green, brown, or terra-cotta pots (or other containers consistent with the appearance of our property and subject to Board approval); and must be supported off the surface by a trivet (or other suitable Board-approved device) so as to allow complete drying of the surface below.

All Outside Areas

Plants on carpet or wood common areas are limited in size to 50#. They must be installed in dark green, brown, or terra-cotta pots, and setting in watertight saucers. Other containers consistent with the appearance and maintenance of our property may be permitted with prior Board approval. So as to protect the integrity of the building structures, all such containers must be supported off the surface by a trivet (or other suitable Board-approved device) so as to allow complete drying of the surface below.

Likewise, no plants can be permitted to cling to, or abrade, or hold water or debris against, or otherwise damage building elements.

As with other items of trash or storage, empty pots, dead plants, planting materials, etc., are not permitted in common or limited common areas.

Hanging plants are permitted over limited common area patios under the following guidelines:

1. Hangers must be securely installed in joists.
2. Weight must be limited to 20 pounds.
3. Number is limited to four.