

TOWNHOMES ON THE PARK
HOMEOWNERS' ASSOCIATION, INC.

Rules and Regulations
(revised June 1998)

All of the following Rules and/or Regulations are subject to the provisions of the Townhomes on the Park Homeowners' Association, Inc. Declarations and By-Laws (hereinafter the "Declarations and By-Laws"). The Declarations and By-Laws are hereby incorporated by reference insofar as it is necessary to give reference and meaning to terms used in these Rules and Regulations.

All owners/occupants shall promptly and completely comply with each of the rules and regulations herein contained or hereafter properly adopted for the utilization of the Common Elements in order that all owners/occupants and their guests shall achieve maximum use and enjoyment of such facilities consistent with the rights of each of the other owner/occupants thereto. Violation of these Rules and Regulations will be enforced by the Board of Directors, or their designee, by the levying of special assessments in the amounts specified below (hereinafter referred to as "Violation Assessments"). Use of the Common Elements shall be limited to these residents who are current in their payment of their maintenance fees. In addition, in the event the aggregate of an owner's Violation Assessments and/or delinquent monthly maintenance fees is equal to or greater than five hundred dollars (\$500.00), the Board of Directors, in its sole discretion, can vote to disconnect cable services (which are provided by the Association) to such owner's unit or units in addition to any other legal remedies and recourse available to the Association. Violation Assessments will be collected in the same manner as maintenance fees with the same collection procedures applying as outlined in the Declarations and By-Laws.

1. Disposition of garbage and trash shall be only by use of common trash facilities which are located on the property or by utilizing the door-to-door garbage pickup service which is available on each Monday, Wednesday and Friday.
 - A. Garbage to be picked up at the door is to be placed outside the front door of the unit, in tied plastic garbage bags, between 6 a.m. and 10:00 a.m. but not after 1 p.m. **Any garbage placed outside the unit the night before a scheduled pickup date is subject to a Violation Assessment of \$25.00.**
 - B. No garbage or trash is to be stored or set out on the balcony or patios of a unit. (\$25.00)
 - C. No furniture, mattresses, appliances or other such large objects are to be disposed of in the common trash facilities on the property or outside of a unit door for household trash pickup. (\$100.00)
 - D. No trash or other refuse is to be thrown or otherwise deposited off of the outside balconies or decks. (\$50.00)
2. Subject to the limitations below, and considerations as to pet size and unit size, unit

owners/occupants may not maintain more than two animals per unit.

- A. Except when within its owner's/occupant's unit, all pets must be kept on a leash and in the owner's/occupant's control. (\$20.00)
 - B. The unit owner/occupant shall be responsible for removal of their pet's, or their guest's pet's, animal waste from the grounds of the property. A pet is not to be allowed to use the neighboring golf course to relieve itself and, in the event of a mistake, the unit owner/occupant shall be responsible for removal of their pet's waste. (\$25.00)
 - C. No pet may be chained, leashed or otherwise kept on any balcony or patio, nor shall any pet be left unattended on patios/balconies. (\$20.00)
 - D. Unit owners/occupants shall be responsible for any property damage, injury, odor, disturbances, etc. caused by their pets or their guest's pets. (\$20.00)
 - E. Unit owners/occupants shall not permit any animal to bark, howl, or make other loud noises for such a time which disturbs any other unit's owner/occupant or deprives such other owner/occupant of rest or peaceful enjoyment of their unit(s) or the Common Areas. (\$50.00)
 - F. Absolutely no pets are allowed within the pool area fence nor shall a pet be chained or tied to the pool fence. (\$50.00)
 - G. No pet may be kept in any unit if such animal is determined by the Board of Directors, in its sole discretion, to be a nuisance, annoyance or menace to any of the other residents. (\$50.00)
3. No owner/occupant shall play upon, or suffer to be played upon, any musical instrument, or permit to be operated a radio, music system, loudspeaker or television, in any unit or on the property between the hours of 10:00 p.m. and the following 7:00 a.m., if the same may tend to disturb or annoy other occupants of other units within the property nor shall any owner/occupant permit to be made loud, disturbing or objectionable noises in such a manner as may disturb or annoy other occupants of other units within the property at any time. (\$25.00)
4. No boats, trailers, recreational vehicles or marked commercial vehicle ("commercial" for these purposes being any vehicle that has commercial advertisement signs displayed or painted on it) may be parked on the property. Parking of automobiles or motorcycles by owner/occupants and their guests shall be as follows:
- A. Owner/occupants are strongly urged to park in their assigned parking space to maximize the use of the limited parking spaces available. No owner/occupant shall park in a parking space assigned to another owner/occupant without permission by the owner of the assigned parking space. Guests of a resident must park in the designated visitors' parking areas. Violation of such by any unit owner/occupant (or a member of their family, guest or employee of such unit owner/occupant) shall subject the offending

vehicle to immediate towing without prior notice and a Violation Assessment. The owner of the vehicle will be responsible to pay all towing/storage fees incurred as a result of such violation. (\$40.00)

- B. No vehicle may be stored on the property for an extended period of time in either an assigned parking space or in guest parking. (\$20.00)
- C. Derelict/abandoned vehicles will be towed away after the expiration of seventy-two (72) hours on the property. Derelict/abandoned vehicles are defined as those having any of the following deficiencies:
 - 1. Expired license plate
 - 2. Expired inspection sticker
 - 3. Flat tires
 - 4. Otherwise in such a condition as to prevent its lawful driving on public roads

The owner of the vehicle will be responsible to pay all towing/storage fees incurred as a result of such violation. (\$25.00)

- D. Cars may be washed on the driveway areas of the property and minor tune-ups and oil changes may be performed by an owner/occupant on the driveway of the property adjacent to the owner's/occupant's unit provided that the driveway area is properly cleaned when finished. Oil and/or other debris from such work is prohibited from being washed down the drains on the driveways. No oil or other such flammable fluids are to be disposed of on the lawn of the property or in the garbage receptacles of the property. (\$25.00)
- E. No vehicle belonging to or under the control of a unit owner/occupant (or a member of their family, guest or employee) shall be parked in such a manner as to impede or prevent ready access to any entrance or exit from a building or parking space. (\$25.00)
- F. No vehicle belonging to or under the control of a unit owner/occupant (or a member of their family, guest or employee) shall be operated or parked on property adjacent to the golf course. (\$25.00)
- G. Motorcycles, motorbikes, motor scooters or similar vehicles shall not be operated within the property except for the purpose of ingress and egress from the property, it being intended that said vehicles shall not be operated within the property so as to annoy or disturb or endanger persons or property. Such fuel burning vehicles are prohibited from being parked inside of a unit. (\$20.00)

5. Subject to the following limitations, a unit owner/occupant may place on balconies or patio casual outdoor furniture of the kind normally utilized on patios and balconies as well as plants and flowers provided; however, the Board of Directors may direct the removal of any item(s) which, in its sole discretion, detracts from the general appearance of the property. No more than 20% of the total square footage of a front deck, balcony or patio may be occupied by plants or other outdoor planting objects. Further, the placement of such objects shall be limited by the weight load bearing limitations

of the balconies and decks. An owner/occupant shall be liable for any and all damages to the building structure caused by placement of excessive weight upon a deck or balcony structure or water damage caused by the water runoff from watering plants or water sculptures. Prior written consent of the Board of Directors is required prior to planting or gardening in the common areas. Any planting or gardening done in the common areas, including the areas in front of the downstairs units, becomes a permanent part of the common landscaping and the property of the Association.

- A. An owner/occupant shall not place casual outdoor furniture or any other objects on the patios, balconies or decks that is in disrepair. (\$25.00)
 - B. An owner/occupant may store an outdoor barbecue grill or other such outdoor cooking device, on a balcony or patio. However, no barbecue grill or other outdoor cooking device can be used on a balcony or patio and must be located the further of either (i) fifteen (15) feet from the nearest building or (ii) the distance mandated by the most current version of the City of Houston Fire Code. (\$50.00)
 - C. No enclosure may be made of the patio or deck areas with wire mesh, wood lattice material, netting or other such material without the prior written consent of the Board of Directors. (\$50.00)
 - D. No tarps, blinds, shades, screens or other shading devices may be placed on the decks or patios. Plants may be covered in the event of harsh weather conditions but coverings which are visible from the golf course side of the property may not be left on plants or patios for extended periods of time. (\$25.00)
 - E. No clotheslines or other similar devices shall be placed on any patio, deck or balcony nor shall the patio or balcony of a unit be used for the drying of laundry or airing of bedding. (\$25.00)
6. Subject to the following conditions, each unit owner shall keep and maintain its unit in good condition and repair, including all appliances, the entire air conditioning system (including compressors, ducts and vents) serving the unit (whether the same is inside or outside the unit) and all electrical systems, water lines, and other fixtures located within and/or servicing the unit. Nothing shall be altered on, constructed in, or removed from the Common Elements without the prior written consent of the Board of Directors.

As of May 1, 1998, the Board of Directors shall keep on file with the property management company a book containing the various specifications for modifications and/or improvements which have been approved by the Board of Directors. Additionally, this book shall contain the written requests for modifications and/or improvements by the individual unit owners (including drawings and plans, as appropriate) and the Board's written approval or denial of such requested modifications and improvements.

- A. Structural modifications to the interior or exterior of a unit shall not be made until a written request is submitted in writing to the Board of Directors along with drawings, plans and specifications as appropriate. Written consent of the Board is required before any structural modifications to the unit may be commenced. (\$100.00)

- B. Nothing shall be done or kept in any unit or in the Common Elements which will increase the rate of insurance for the property without the prior written consent of the Board of Directors and full acceptance of any and all financial responsibility and liability. No unit owner shall permit anything to be done or kept in his unit or in or on the Common Elements which will result in the cancellation of insurance on any unit or any part of the Common Elements, or which will be in violation of any law. (\$100.00)
 - C. An owner shall be liable for the expense of any maintenance, repair and/or replacement made necessary by their negligent act or by that of any member of their family, tenants, guests, employees, agents, lessees or pets. This includes any increases in hazard insurance rates caused by misuse or abandonment of a unit or its appurtenances. (\$100.00)
7. Nothing shall be stored in or upon the Common Elements without the prior written consent of the Board of Directors except within pre-existing individual storage areas for each unit. Neither the Association or the property management company assumes any responsibility for, nor shall it be liable for, any loss or damage to articles stored in the individual storage units.
- A. Each unit owner is responsible for the upkeep and condition of the doors to the individual storage unit. If, after notice from the property management company of a condition of disrepair or non-conformance, the storage room door is not brought into conformance or repaired, the management company may remove, repair and/or replace the storage room door at the owner's expense. (\$25.00 for notice, \$150.00 if management company removes, repairs and/or replaces)
 - B. No structure of a temporary character, trailer, antennae, tent, shack, garage, barn, dog house or other outbuildings shall be permitted on the property at any time, temporarily or permanently, except with prior written consent of the Board of Directors. However, temporary structures may be erected for use in connection with the repair or rebuilding of portions of the property. (\$20.00)
8. The pool is for the enjoyment of the residents and their guests. Lifeguard services are not provided by the Association or the property management company and use of the pool is at the risk of each of the owners/occupants, their families and guests. The following guidelines shall be observed by residents and guests using the pool facilities. Persons not observing these rules must take and hereby assume full responsibility for injury or damage resulting therefrom and may result in the resident's forfeiture of use of the pool.
- A. Food and drinks must be kept at least four (4) feet from the pool. (\$10.00)
 - B. Only non-breakable, non-glass containers may be used in the pool area. (\$50.00)
 - C. All guests using the pool must be accompanied by a resident. Residents are limited to 2 guests. Children of residents and/or their guests under the age of fourteen (14) must be accompanied by a responsible resident adult. (\$25.00)

- D. If a resident desires to use the pool after 10:00 p.m., they must first contact the courtesy cart and sign in. Only resident adults (or adult guests accompanied by a resident adult) may use the pool after 10:00 p.m.; however, no noise which may tend to disturb or annoy other residents is permitted at this or any other time. Violation of this rule will result in the offending person being ejected from the pool area and/or the imposition of a Violation Assessment. (\$ 50.00)
 - E. If a resident desires to use the pool for a group function (i.e., birthday parties or pool parties), prior consent must be obtained from the property management company; however, consent shall be conditioned on the resident observing all rules for pool use (including observing safety concerns) and for cleanup of the pool area immediately upon conclusion of the function. (\$25.00)
 - F. Proper swimming attire must be worn - no cutoff shorts or jeans. (\$10.00)
 - G. No running, horseplay or other unsafe activity is allowed in the pool area. The pool furniture is not to be placed in the pool and there is to be no throwing of objects or people into the pool. (\$35.00)
 - H. Absolutely no pets are permitted in the pool area nor tied to the pool fence. (\$50.00)
 - I. Neither residents or their guests are to use or tamper with the pool equipment or emergency safety equipment (shepherd's crook and ring buoy). (\$35.00)
 - J. No person having sores, wearing bandages or who is ill may swim in the pool. (\$15.00)
9. Common sidewalks, driveways, entrances, halls and passageways shall not be obstructed or used by any unit owner/occupant for any other purpose other than ingress to and egress from the units. (\$10.00)
 10. No resident shall use a unit for a commercial purposes and no business shall be operated from the property. A resident shall be permitted to use his residence as a home-based office so long as the resident uses the unit primarily for residential purposes and does not have employees, clients or other such invitees on the property. (\$150.00)
 11. No owner/occupant shall install wiring for electrical or telephone installation or for any other purpose, nor shall any television or radio antennae, machines or air conditioning units be installed on the exterior of the project or be installed in such a manner that they protrude through the walls or the roof of the condominium improvements except as may be expressly authorized in writing by the Board of Directors. (\$50.00)
 12. No skylight covers, window coverings, burglar bars (on doors or windows) may be installed on the exterior of a unit without the prior written consent of the Board of Directors. (\$50.00)

13. Except in the case of an emergency, at least twenty-four (24) hours notice must be given to the management company, and permission from the management company must be obtained, prior to any maintenance repairs, replacements, or construction which will require turning off of any system which supplies more than one unit (i.e., plumbing and electrical). (\$20.00)
14. No owner shall be allowed to place a sign outside of the condominium unit with regard to the leasing of the unit and/or sale of the unit. The owner shall be limited to placing any such sign within the inside of the windows and/or door of the unit only. (\$15.00)
15. No signs, including without limitation, political signs, advertising signs, garage sale signs, for sale signs or lost or found signs, may be placed on the property or in the area between the sidewalk and street. (\$25.00)
16. No yard sales, rummage sales, moving sales or other sales of personal property similar to a "garage sale" or "estate sale" may be held on the property. (\$50.00)
17. No owner shall allow more than two (2) permanent residents in a one-bedroom unit or a one-bedroom plus loft unit and no more than four (4) permanent residents in a two-bedroom or a two-bedroom plus loft unit. A permanent resident for purposes of this rule is defined as an individual occupying the premises for a period in excess of two weeks. (\$25.00)
18. There shall be no illegal discharge of firearms, firecrackers or other incendiary device by an owner/occupant on, in or from the property. (\$100.00)
19. Should a unit owner wish to lease its unit, the owner must provide the property management company with a copy of the lease and all pertinent emergency information of the lessee and a set of all keys for entry to the unit. The owner of the unit must also provide to the property management company their current mailing address and telephone number in order for all Association information to be properly distributed. (\$25.00)

One-twelfth of the amount annually assessed against each unit as maintenance fees shall be due and payable on the first day of each month during each year. If the sum estimated proves to be inadequate for any reason, including non-payment of any owner's assessment, then the Board of Directors may, at any time, levy a further assessment which shall be assessed to the owners in accordance with the Declaration and By-Laws.

Assessments that are not received by the tenth of each month shall bear a twenty-five dollar (\$25.00) late charge. An additional twenty-five dollar (\$25.00) late charge will be assessed for late payment on any special assessment. Late charges become due and payable just as monthly assessments and the same collection procedures shall apply as found in the Declaration and By-Laws of the Association.

The foregoing Rules and Regulations are subject to amendment and to the promulgation of further regulations by the Board of Directors of the Association in accordance with the Declarations and By-Laws.