



RULES & REGULATIONS

Adopted by Declarant Effective 2-16-2023

Revised and Adopted by the Board 3-5-2026

In order to ensure a safe, comfortable home and surroundings for all members of the Holiday Pines community, these Rules & Regulations (“Rules & Regs”) are adopted. Violations of these Rules & Regs can be considered a violation of the Holiday Pines Townhomes Covenants, Conditions and Restrictions (“CCR’s”), as recorded and amended; and as such, Owners may be responsible for fines and reimbursements to the Holiday Pines Owners Association (“HOA”).

Owners are required to notify their Tenants and guests of the Rules & Regs stated herein and will be held responsible for any violation thereof. The HOA and the Board of Directors of the Association (the “Board”), may issue notices and fines for violations of these Rules & Regs by Owners, their Tenants and/or their guests.

A copy of these Rules & Regs is available at www.Holidaypines.org.

1. DEFINED TERMS

- a. “Covenants, Conditions and Restrictions” means the Declaration of Covenants, Conditions and Restrictions for Holiday Pines Townhomes, recorded in Harris County Public Records as Instrument No. RP-2022-206502; as subsequently amended.
- b. “Tenant(s)” means a person who is authorized by a lease to occupy a dwelling to the exclusion of others and is obligated under the lease to pay rent or service fee such as Airbnb rentals.
- c. Except as otherwise provided in these Rules & Regs all defined terms as used in this Rules & Regs have the same meaning as set forth in the Covenants, Conditions and Restrictions.

2. DAMAGES

Owner(s) will be financially responsible for any damage(s) to any Common Area or facilities made by the Owners, their Tenants, visitors, guests and/or pets. A written notice to the Owner will be provided via email and the costs will be charged to the Owner’s Portal account.

The demising walls are fire walls; and as such it is forbidden to have any unsealed holes or penetrations from security installers, cable installers, etc. It is unlawful to tamper with fire alarm devices, fire sprinklers, defeat safety devices.

3. NOISE

Residents must recognize that living in a high-density community means that we need to be respectful of neighbors when it comes to excessive noise. Owners, Tenants and their guests must turn car audio volumes down while on the premises. Residents and their guests shall exercise good care and consideration to not elevate noise to a degree that will disturb another resident's peaceful habitation. Community quiet hours are between 10:00 P.M. and 7:00 A.M. Blowing car horns, other than for immediate safety, will be considered excessive noise.

4. SMOKING

In order to protect residents and guests from secondhand smoke and noxious fumes, and to create a healthy and clean environment, smoking is not permitted in any Common Area and/or facilities; this includes walkways, driveways, breezeways, roads, and open spaces, whether interior or exterior. Any Person found smoking within 10-feet of an entry door will be considered in violation of these Rules & Regs.

5. UNSIGHTLY OR DANGEROUS ARTICLES

Items of any personal property may not be stored or hung in public view at any time. Any items such as bedsheets or aluminum foil or other unsightly items may not be placed in windows visible from the outside. No signs of any kind are allowed to be placed in public view, other than community signs, or those approved by the Board. Dangerous chemicals or products which are flammable may not be stored in any public or private use areas within the Land.

6. HOLIDAY DECORATIONS AND FLAG DISPLAYS

Holiday decorations may be displayed within the front exterior of any individual unit. These items must not obstruct any walkway and must be removed within one week after the Holiday's conclusion. The Board may grant exceptions to the Holiday/Event Planning Committee.

Only Approved Flags, as defined here in, maybe displayed in the community. Approved Flags are defined as a flag of the United States of America, a Texas Flag, or a Military Branch flag. Flags may be no larger than 3x5 feet and must not obstruct walkways.

7. DISPOSAL OF WASTE

Currently, a Porter service has been retained to pick up trash, stored in trash bags, and placed in front of units every Tuesday and Friday. Trash bags must be placed at the entry door of each individual unit by 7:00 A.M. in accordance with the Porter Service Guidelines, which can be found at www.Holidaypines.org. In accordance with the Porter Service Guidelines trash in bags, should be placed outside each individual unit the morning of pick-up. Boxes should be broken down and should not include oversized boxes. Trash left overnight may attract rodents or pets. Torn bags, unflattened boxes or any trash not placed in bags will not be collected and will be the responsibility of the Owner/Tenant. Special trash pick-up can be requested through www.holidaypines.org. Failure to comply with the Porter Service Guidelines may be considered a violation of these Rules & Regs and may result in fees issued by the Board.

8. VEHICLES AND PARKING

All drivers must obey all posted signs. Residents must park in their assigned parking only. Visitor parking may not be used by residents as additional or overflow parking. Visitor parking is for under 24-hour use by guests only. Residents needing handicapped spaces must contact the Board to indicate the need for special handicapped parking. The Board and the HOA will work to make reasonable accommodation for handicapped needs.

All cars parked within the community must be operable with current registration. All other cars may be towed at the vehicle owner's expense. Any discharge of fluid or other staining to parking spaces from a vehicle will be repaired at the Unit Owner's expense. Repairs, other than short term emergency repairs, such as battery replacement or "jumping" may not be completed within the community.

No vehicle may be parked in such a way as to obstruct another parking space, or right of way, or in any emergency vehicle parking zone. All streets, alley ways, and other spaces must remain unobstructed. Towing for any reason(s) stated above will be at the vehicle owner's expense.

9. PATIOS, BALCONIES AND BACKYARD SPACES

Patios and backyards are for the exclusive use of the Owner, their Tenants and/or their guests.

Personal items such as chairs, potted plants, barbecues, kennels, animals, etc., may be placed in this exclusive use area, but should not take up more than 50% of the square footage of the backyard/patio space, and should not be higher than the fence line. The Board reserves the right to identify items in these spaces as unsightly and/or noxious, or offensive, and require their immediate removal. Neither the Board nor the HOA bears any responsibility for stolen items, or damage to items removed as a requirement of the HOA/Board.

10. ANTENNAS

No satellite dishes, outdoor antennas, or similar devices shall be erected above the back fence line or shall be affixed to any surface of the building, unless written permission is granted by the Board. Owners and Tenants (through their unit Owners or Owners representative) must submit a request to the Board for approval. Owners will be responsible for repairing the fence or building back to original condition upon move-out or decommissioning the device.

11. PETS

Pets and animals may not be tied to any permanent structures, must be properly maintained and cared for, and may not create a nuisance. Common nuisances may include but are not limited to causing damage to property or person, causing unsanitary conditions, defecating in any common area other than designated pet relief areas, barking, howling, whining or other disturbing noises. Aggression toward persons or other animals by lunging, jumping upon, biting or scratching or other aggressions. Otherwise acting in any unreasonable manner which may disturb, bother, annoy other residents, or interfere with their right of peaceful and quiet enjoyment of their units.

All pets must remain on leashes when in public outdoor areas. Pet owners are strictly responsible for personal injuries and or property damage caused by their pet. Pet waste must be picked up immediately, placed in proper baggage to avoid noxious odors, and placed in proper receptacles. Pet waste may not be left in any common area including walkways, green spaces, or flower beds, other than in receptacles designed for such purpose. Pet waste may not be left in any backyard spaces which may cause noxious odors to emanate to a neighboring unit.

Any violation of this paragraph, any municipal code, sanitary regulation, or nuisance ordinance will be deemed a violation of these Rules & Regs and may result in fees issued by the Board.

12. FENCING

Damaged fencing must be repaired immediately by the Unit Owner or at the Unit Owner's expense.

13. SHORT TERM LEASING

"Short-Term Rental" (STR) means the rental or lease of a dwelling, or any portion thereof, for no greater than 30 days whether advertised or arranged through Airbnb, VRBO, Booking.com, or any similar platform.

The purpose of this short-term leasing regulation is to protect the health, safety, quiet enjoyment, and property interests of residents, to reduce risks associated with transient occupancy, and to limit the Association's exposure to liability.

STR Registration Requirement

No Owner may operate an STR without prior written registration and approval from the Association and the City of Houston. Each STR Owner must provide annually:

1. Proof of a valid City of Houston permit or registration.
2. A 24/7 local emergency contact capable of responding in-person within one (1) hour.

STR Insurance & Indemnification

Each STR Owner must maintain, at minimum, STR-specific insurance that includes:

- \$1,000,000 liability insurance which includes coverage for business related activities;
- Coverage for fire, water damage, and guest misconduct; and
- The Holiday Pines Owners Association named as an additional insured.

The STR Owner shall indemnify and hold harmless the Association, Board members, and neighboring owners from any loss, damage, claim, insurance deductible, or expense arising from short-term rental use, including attorney's fees. It is the STR Owner's responsibility to understand and mitigate any coverage gaps between the Master Policy and liability arising from the business of short-term rental operation.

Owner Responsibility for Guests

STR Owners are strictly liable for the conduct of their guests and invitees. Any violation by a guest shall be deemed a violation by the Owner for purposes of Board rulings and responses to said violation.

Occupancy & Use Restrictions

Maximum occupancy: Two (2) persons per bedroom plus one (1) additional person

- No parties, events, or gatherings larger than 8 attendees
- No illegal activity
- No business events
- No discharge, possession, or use of firearms or weapons on Association property
- Abide by all community rules including the pet policy, parking policy, trash pickup guidelines, and “no smoking” policy,

Safety Requirements

STR Owners must log their guests. This should include a copy of the guest's ID and their car's plate number. In addition, STR Units must contain:

- Working smoke detectors and carbon monoxide detectors
- “Guest binders” must be accessible to all tenants and guests. This binder must include the Rules & Regs, Parking Policy, Pet Policy, and Porter Service Guidelines. The documents should be maintained in good status and legible (it is recommended for these Rules & Regs to be laminated;
- A fire extinguisher near the kitchen;
- At least one fire extinguisher on each floor; and
- Posted emergency contact information.

The following constitute prohibited conduct and will result in Board-imposed Violations, Fines, and Enforcement in addition to any other actions imposed by a local jurisdiction and/or a short-term rental advertising platform.

- Fire hazards or fires
- Flooding or water damage affecting another Unit
- Discharge of firearms or weapons
- Criminal activity
- Conduct that creates imminent danger to persons or property

Violations, Fines, and Enforcement

The Board will use available information, witness statements, and reason to determine the appropriate response for violations. The list below provides a general outline for the Board, but is not intended to represent a fully comprehensive list of possible problems that may arise. Board response for such violations may include all of the following actions, a partial list of the actions, or requests similar in nature:

Tier 1 – Minor Violations: Noise, parking, trash, or occupancy violations.

- Written notice
- Fine: \$100–\$300 per occurrence

- Noise Monitoring Technology: You can require owners who rent their units to install smart noise sensors. These devices do not record private conversations. They only alert the owner and the board if the volume stays too high for too long.

Tier 2 – Serious Violations: Flooding, smoke/fire hazards, property damage. Fine: \$500–\$2,500

- Mandatory corrective actions to prevent repeated violation including noise monitors, leak detectors, notification systems, etc.
- Reimbursement of all damages including property management costs

Tier 3 – Life-Safety Violations: Fire, firearm discharge, violent or criminal activity

- Immediate suspension of STR privileges
- Minimum suspension: six (6) to twelve (12) months
- Possible permanent revocation upon repeat or egregious conduct
- STR Owner will pay professional security or reimburse the Association for hired security, law enforcement dispatches, and the like.

Emergency Authority

In the event of an immediate threat to safety or property, the Board may temporarily suspend STR operations without prior notice, with notice provided as soon as reasonably practicable.

Severability

If any provision of this regulation is held invalid, the remaining provisions shall remain in full force and effect.

14. LONG TERM LEASING

Any unit having a Tenant with a lease for a term longer than six months must have Tenant(s) acknowledge receipt and intent to comply with these Rules and Regs, by signature at lease signing, or within five business days thereafter.

15. VIOLATION PROCESS AND SCHEDULE OF FINES

The Board reserves the right to issue violation notices and fines per violation, in accordance with these Rules & Regs:

First Violation: A courtesy notice will be sent to the Owner via e-mail (to the e-mail of record) and will be posted to the Owner Portal. If the problem is remedied within the applicable cure period, no further action will be required (no fine will be assessed). If there is no additional violation for a six-month period, the next violation will count as a "First Violation".

Second Violation: A Notice of Violation and Fine will be sent to the Owner via e-mail and the Owner Portal, with the required action and cure period. The Owner has the right to appeal the fine to the Board within 30-days of issuance. If the problem is remedied and the fine is paid, no further action is required. If there is no additional violation for a six-month period, the next violation will count as a "First

Violation". If the Owner does not remedy the problem, and does not pay the fine(s), and does not contact the Board, legal action will be evaluated and the legal costs incurred by the Board/HOA will be the responsibility of the Owner.

Common violations include, but are not limited to:

- Unauthorized structures: Erecting sheds, fences, or additional buildings without obtaining proper approvals from the architectural review committee: \$100/day
- Overgrown lawns: Neglecting to mow lawns, trim bushes, or remove weeds, resulting in an unkempt appearance: \$50/week
- Parking in restricted areas: Parking in fire lanes, or reserved parking spots: \$75/occurrence plus towing expenses, as applicable.
- Loud parties or gatherings: Hosting disruptive events that disturb neighbors and violate noise ordinances established by the Board, HOA or local authorities: Initial fee of \$250 plus \$100/hour beyond notification.
- Off-leash pets: Allowing pets to roam off-leash in common areas or failing to clean up after them, resulting in hygiene concerns and potential conflicts with other residents: \$100/pet/occurrence
- Leaving pet waste in the common areas: \$100/occurrence plus the costs of removal
- Improper disposal of waste, not following trash guidelines (i.e. visible from the road on non-trash pick-up days): \$100-500/occurrence plus the costs of removal
- Displaying items of any personal property, unsightly items or non-approved signs: \$35/day items not removed.
- Smoking in Common Areas or within 10-feet of an entry door: \$50/occurrence
- Late payments of the HOA Fees or Water Utility: 10% of the amount due after 30 days from issuance

16. MASTER COMMUNITY INSURANCE CLAIMS

Holiday Pines Townhomes has an insurance policy and any damage, loss, or casualty below the master community policy deductible will be the responsibility of the respective Unit Owner(s). An occurrence can be a single event or a series of related events. For example, a fire that starts in one part of a community and spreads to other areas may be considered a single occurrence.