



SECRETARY'S CERTIFICATE OF
The Villas of Sweetwater Community Association, Inc.

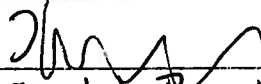
THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the duly elected, qualified, and acting Secretary of The Villas of Sweetwater Community Association, Inc., a Texas non-profit corporation, the corporation set forth and described in that certain "Condominium Declaration of Covenants, Conditions and Restrictions for Villas of Sweetwater" filed for record in the Deed Records, Volume 1777, Page 410 of the Real Property Records of Fort Bend County, Texas, and all amendments thereto (said recorded documents and all exhibits and amendments thereto being referred to as "Declaration"), the undersigned Secretary further being the keeper of the minutes and records of said corporation, does hereby certify that the following are true and correct copies of the following described documents attached hereto:

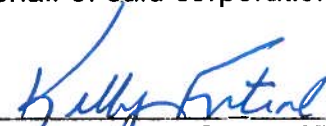
Rules and Regulations for The Villas of Sweetwater Community Association, Inc.
(these rules and regulations supersede and replace in the entirety those rules recorded on March 18, 2010 under file number 2010022984)

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and at Houston, Texas, the 17th day of February, 2014.


Harold Bookman, Secretary of
The Villas of Sweetwater Community Association, Inc.
a Texas non-profit Corporation

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 17th day of February, 2014, by Harold Bookman, The Villas of Sweetwater Community Association, Inc., a Texas non-profit Corporation, on behalf of said corporation.


Notary Public in and for the State of Texas

Record and Return to: The Villas of Sweetwater Community Association, Inc.
c/o Creative Management Company
8323 Southwest Freeway, Suite #330
Houston, TX 77074





CREATIVE MANAGEMENT COMPANY

The Villas of Sweetwater Community Association, Inc. Rules and Regulations

Managing Agent: Creative Management Company
8323 Southwest Freeway #330
Houston, TX 77074

Phone: 713.772.4420
Fax: 713.772.8655
Website: www.cmctx.com

Property Manager Christen Kelly - ckelly@cmctx.com

Collection Manager: Monique Garza – mgarza@cmctx.com

Maintenance Dept: workorders@cmctx.com

VILLAS OF SWEETWATER HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS

The enclosed Rules and Regulations have been established by the Villas of Sweetwater Homeowners Association, Inc. (hereafter referred to as the Villas) board of directors. They are intended to protect the interests of the Villas, maintain the property values, and provide basic guidelines for the respect of the rights, comforts, safety and convenience of other owners and residents at the Villas. In some cases, an owner (or group of owners) may find a specific rule they do not agree with. In such instances, it is important to remember that these rules are for the benefit and protection of the majority of owners, i.e., the basis for the Villas.

The rules are written in simple, ordinary language for ease of understanding. These rules apply to all owners and residents. If leasing a unit, the owner is responsible for ensuring compliance by tenant(s). Owners and residents are responsible for ensuring compliance by their guests.

The board has devoted a great deal of effort in developing these rules for the overall benefit of the Villas, as our responsibility is to protect the investment and enhance the value of the Villas for all owners. Your compliance with these rules is both appreciated and required. The board urges you to familiarize yourself with these rules, as they must be enforced. Questions may be forwarded to the Management Company for consideration by the board.

I. VEHICLES

- A. All vehicle rules and regulations apply to all owners, residents and guests.
- B. Specific rule interpretations, clarification or amendments will be made by the board, as necessary.
- C. The Villas is not responsible for theft or damage to any vehicle on Villas' property. This is the vehicle owner's responsibility, and it is recommended that vehicle owners verify appropriate coverage through their auto and/or homeowner's policies.
- D. The speed limit within the Villas' property is 10 miles per hour.
- E. All motorcycles must be parked in designated parking areas assigned for such purposes. Parking of motorcycles in other locations such as sidewalks, stairwells and walkways is not permitted. Storing of motorcycles not permitted without written consent of the Board of Directors.
- F. The routine washing of vehicles is not permitted at the Villas.
- G. With the exception of brief and occasional routine maintenance on owner's or resident's personal vehicles, vehicle repairs are not permitted at the Villas.
- H. All towing, storage and related costs are at the vehicle owner's expense.
- I. The following vehicle violations are subject to immediate towing (i.e., no advance warning is required), as they represent a potential threat to the safety and well-being of others at the Villas.
 - 1. Any vehicle obstructing or impeding the traffic flow within the Villas.
 - 2. Any vehicle deemed as a potential danger or hazard to the Villas' residents, such as a vehicle leaking gasoline.
- J. The following vehicle violations are also subject to towing, but advance notice will be provided. Advance notice will consist of a letter being sent to the vehicle owner of the violation, advising of the violation and the date to be towed. If the owner of the vehicle can not be identified, a sticker will be placed on the vehicle advising of the violation and date to be towed.
 - 1. Boats, trailers, campers and recreational vehicles are not permitted at the

Villas and are subject to towing.

2. Motorcycles not parked in designated parking spaces are subject to towing.
3. Non-operational vehicles (not currently licensed and inspected and/or in running condition) or operational vehicles that are stored or for sale should be moved to an alternative location. Storing of vehicles is prohibited without written consent of the Board of Directors.
4. 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, flat beds, bob tails, stake body trucks, etc., as well as company vehicles commercially licensed or otherwise identified as primarily a commercial vehicle.
5. Vehicles leaking excessive fluids are subject to towing.
6. Vehicles under repair for an unreasonable amount of time, such as on a jack or missing a wheel, are subject to towing.
7. Vehicles improperly parked, such as non-parallel street parking, are subject to towing.

II. OUTSIDE CHANGES

- A. Prior written approval of the board is required for any and all changes made to the outside of any unit. Failure to obtain such approval may result in your being required to remove changes and/or restore to original condition, at your expense.
- B. Outside changes include, but are not limited to, light fixtures, antennas, fencing, trellises, awnings, storage sheds, lattice work, landscaping, etc.
- C. Nothing shall be stored in the Common Elements without prior consent of the board, except in storage areas or as otherwise herein expressly provided.

III. INSIDE CHANGES

- A. Any interior changes which may affect the structural integrity of a unit or building must be approved by the board in writing, in advance.

IV. SWIMMING POOL

- A. Children under thirteen (13) years of age will not be permitted in the pool area unless accompanied by an adult.
- B. No glass containers, bottles, plates, cups or other breakable articles may be brought or used in the pool area at any time.
- C. Swimmers must wear swimsuits. No jeans or other street clothes will be permitted in the pool.
- D. No horseplay will be allowed in the pool area, nor shall any other activity be permitted in the pool area which shall create loud or objectionable noise or otherwise impair, limit or disturb other owners, tenants and guests in the pool area or surrounding areas.
- E. Owners, residents and guests are responsible for cleaning up the pool area when they leave and for properly disposing of all trash.
- F. No pets will be allowed in the swimming pool or the pool area per County ordinance.
- G. The gates to the pool area must be kept closed at all times.
- H. The swimming pool shall be for the exclusive use of owners, residents and guests. Guests must be accompanied by a resident.
- I. Residents are expected to use discretion in the number of guests at the pool, as a courtesy to other residents.
- J. Residents are also recommended to keep noise levels to a minimum, especially during morning and evening hours, as a courtesy to other residents living in the immediate pool area.
- K. Pool may not be reserved for private parties.
- L. Pool hours are 9:00 a.m. until 10:00 p.m. daily.

VI. CHILDREN

- A. As a concern for their safety, children must not be allowed to play in the parking areas, drives, rubbish areas, or to climb on the stairways where hazards may exist.

- B. Parents or guardians are responsible for their children's conduct.
- C. Please remember children under 13 years of age are not allowed in the pool area without a supervising adult.

VII. LANDSCAPING

- A. The trees and shrubbery are a vital and valuable part of the Villas, and each resident shall be liable for any damages, mutilation or defacing thereof for which they, their children or their guests are responsible.
- B. No planting, transplanting or gardening shall be done in the common areas.
- C. Sculptures and statues located in public view are not permitted in the common areas without approval.
- D. No more than two plants may be placed on the porch and/or steps of each unit. The potted plants should produce a harmonious setting and should complement the architecture of the residence.
- E. The pots in which plants are placed must be of a material and color that complements the architecture of the residence. Plastic containers and pots of animal design are not permitted.
- F. Pots must be maintained with appropriate plant material, otherwise they should be removed from public view.
- G. No gardening equipment, such as garden hoses, are permitted in the common areas.
- H. The Managing Agent is responsible for arranging and providing all landscaping services. All such work is done exclusively under the authority of the Managing Agent, and all requests or complaints about landscaping must be directed to the Managing Agent.

VIII. PETS

- A. Owners and residents with pets must have direct physical control (e.g., on a leash) over their pets at all times. Residents walking pets are responsible for seeing that pet droppings are removed from sidewalks and other paved areas, as well as green areas between buildings. PETS SHOULD BE WALKED AWAY FROM THE CONDOMINIUMS, OFF SIDEWALKS AND LANDSCAPED AREAS.

- B. No animals may be raised, bred, kept or otherwise used for commercial purposes in any unit.
- C. No more than two (2) household pets may be kept in any unit.
- D. No pets shall be kept if such pet constitutes a nuisance to any other resident. Any such animal found unattended outside an enclosure may be removed by the local pound or animal shelter personnel.
- E. Pet owners are fully responsible for their pets, including any damage which they may cause to the common elements.
- F. No pet shall be left unattended on lanais.
- G. No animals over 30 pounds will be permitted.

IX. LANAIS AND WINDOWS

- A. All windows shall have proper window dressing that does not detract from the general appearance of the complex. No foil, paper, or sheets shall be placed in any window or door.
- B. All draperies and mini blinds that are visible outside a unit must be white or off-white in color.
- C. It is prohibited to hang clothes, towels, rugs, bedding or items of a similar nature on the lanai or in such a way that the items are visible.
- D. Owners may place upon their lanais patio furniture and such decorative items as owner may deem desirable, provided, however, that such decorative items do not detract from the general appearance of the complex.
- E. Broken windows are the responsibility of the owner or resident and must be replaced immediately.
- F. Window fans and window air conditioners are prohibited.
- G. No wood, plastic or other materials may be stored or erected on lanais.
- H. Lanais should be considered another room in the unit and not for storage. No ice chests, trash cans, cleaning items, toys, bicycles, etc. permitted.
- I. Grilling or open fire Barbeques PROHIBITED by law.

X. TRASH/GARBAGE

- A. All rubbish must be placed in a sturdy plastic bag and tied.
- B. Trash bags may be placed outside unit for pickup in accordance with the rules and regulations. **PLACE TRASH BAG(S) OUT ON TH DAY OF TRASH PICK UP AT 7:00 A.M. TRASH IS NOT PERMITTED TO BE SET OUT OVER NIGHT OR AFTER PICK-UP. TUESDAY AND FRIDAY ONLY.**
- C. Large item/heavy trash hauling is not included in the Villas' trash/garbage service. Residents are expected to arrange and pay for such service, as needed.
- D. Trash cans must be kept inside the residence. No trash can is to be stored in view.

XII. LEASING OF UNITS

- A. Owners are responsible for the actions of their tenants. Any owner leasing a unit shall not be relieved of any obligation under the Villas' Declaration, Rules and Regulations or By-Laws.
- B. All leases shall be written, with a copy provided to the Managing Agent prior to occupancy of the unit. The Association must be provided Lessee information, name of all occupants, type of vehicle(s), emergency contact information and be given a copy of the Rules and Regulations for occupancy.
- C. Owners and tenants are responsible for ensuring that the Managing Agent has, on file, the correct names of tenants and their phone numbers. Failure of the Owner to provide the lease and resident information may result in a fine.
- D. All units at the Villas are single family dwellings. Not to be used for business of any kind. Units may be initially leased for a term not less than twelve months. Renewal leases are permitted for shorter periods.
- E. Rental rates charged shall correspond to market rates for comparable units being rented in the area.
- F. The maximum occupants per unit shall not exceed state and federal guidelines.
- G. Units shall not be leased or otherwise used for transient or hotel purposes, and nothing less than an entire unit may be leased.
- H. The lease shall require the lessee to obey the terms and conditions of the

Declaration, By-Laws and the Rules and Regulations of the Villas, which owners are required to provide copies to their tenants. Failure to comply with the terms of such instruments shall be a default under the lease.

- I. The Villas of Sweetwater Association, Inc. shall hold the owner of the unit responsible for their tenant(s).

XII. GUESTS/VISITORS

- A. Owners and residents are solely responsible for their guests and visitors.
- B. It is the responsibility of residents to ensure that their guests comply with all applicable Rules and Regulations of the Villas, including, but not limited to parking, pets, pool and noise.

XI. MISCELLANEOUS RULES AND REGULATIONS

A. Residential Use Requirement

All condominium units shall be used, occupied and leased as private residences for single families or individuals.

Any one using, occupying or leasing a unit shall comply with the provisions and terms of the Declaration, the By-Laws and other governing Rules and Regulations of the Villas.

B. Maintaining Your Unit

Each owner, at their own expense, shall maintain their unit, lanai and storage space in good condition and in good order and repair.

Each owner shall not do or allow anything to be done in their unit not in compliance with the Villas' Declaration, the By-Laws and other governing Rules and Regulations.

If an owner does not comply, the Villas may undertake necessary repairs and assess the owner for all costs incurred, as well as levy a fine of up to \$100.00 per occurrence.

Failure to report to the Managing Agent any damage of the interior as a result of water penetration or other exterior component failure may not be covered as a maintenance responsibility by the Association.

C. Legal Costs Recovery

Any proceeding by the Villas arising out of an alleged failure of an owner, resident or guest to comply with the terms and provisions of the Villas' Declaration, the By-Laws and these Rules and Regulations, or the terms and provisions of such documents as they may be amended from time to time, shall entitle the Villas to receive from the owner reasonable attorney's fees and court costs as may be awarded by a court.

D. Right of Access

The Managing Agent shall have the right of access during reasonable hours as may be necessary for the maintenance, repair or replacement of common elements and to make any required inspections or repairs as necessary to correct or prevent damage to the unit, other units or the Villas.

E. Cost of Repairs

The cost of repairing property owned by the Villas or another unit owner could be your responsibility under certain circumstances.

The occurrence may relate to water damage caused by a clogged drain, worn seals and tub or sink overflowing.

Damage caused by smoke or fire originating in your unit could also be your responsibility.

Any cost of repair or replacements due to a resident's negligence or misuse will be the responsibility of such resident and/or owner.

F. Disturbance of Neighbors

All Villas residents (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 instruments or devices in such a manner as may disturb or tend to disturb other residents at the Villas.

No unit shall be used or occupied in such a manner as to obstruct or interfere with the enjoyment of other residents.

No nuisance, or immoral or illegal activity be committed or permitted to occur at

the Villas.

G. Plumbing

Because water at the Villas is not individually metered and billed, any plumbing leaks within a unit must be repaired immediately.

Clogging of drains (such as a grease clog in the kitchen) may cause damage to another unit, and must be repaired immediately.

H. Children

Parents are responsible for proper supervision and safety of their children, and to see that they abide by the Rules and Regulations of the Villas.

Parents may be fined and/or charged for any damage caused by their children.

Toys and bicycles must not be left anywhere outside at the Villas.

I. Business Operations

Business operations conducted from a unit are not permitted at the Villas.

J. Telephone Numbers

All residents' telephone numbers should be registered with the Managing Agent for security and safety reasons.

K. Outside Cooking

There shall be no cooking of any kind on the lanais per fire ordinance.

Barbeque grills must be at least 10 feet from the building or fence while in use.

Hot ashes are to be placed in bags for garbage pickup.

L. Speed Limit

A speed not exceeding 10 miles per hour must be maintained on the Villas' property.

M. Flammables

Storage of flammables or explosives is prohibited anywhere at the Villas.

N. Kerosene Heaters

The use of kerosene heaters is prohibited at the Villas.

O. Extermination

Exterminating within a unit is the responsibility of the owner.

Exterminating outside of a unit is the responsibility of the Villas.

P. Solicitation

No solicitation or solicitation materials are permitted at the Villas except as authorized by the board.

Q. Signs

No advertisements, signs or poster of any kind shall be displayed to the public view on or from any unit or common elements without prior written consent of the board. This includes "For Sale" and "For Lease" signs. Realty Signs may be placed on Greystone Way at the corner of the property furthest away from the entrance.

Violators will be fined \$25.00 per day for signs that remain 72 hours after notification of violation.

R. Smoke Detectors

Smoke detectors should be installed in each unit and properly maintained per County ordinance.

XIII. INSURANCE

- A.** Residents are responsible for providing insurance to protect their personal belongings from such perils as fire, windstorm, theft, vandalism, etc. "Personal belongings" include such items as clothing, furniture, furnishings, etc. Residents are also responsible for providing insurance to protect themselves against any liability that might arise from someone incurring bodily injury or property

damages as a result of negligence on the resident's part. The above exposure can be adequately protected by the resident purchasing the appropriate insurance policy from their insurance agent.

- B. Uninsured casualty losses suffered by the Villas in an amount greater than the Reserve Account would be assessed against all unit owners according to their percentages of ownership. It is urged that you review your own insurance coverage to determine if it is adequate for your condominium property, contents and liability.

IX. HOW TO GET ISSUES ADDRESSED

- A. The Managing Agent is responsible for the ongoing operations of the Villas through the direction of the Board.
- B. Questions, problems, complaints and suggestions may be addressed to the Managing Agent. Tenants should contact their landlord or landlord's representative. Managing Agent has the authority to initiate certain work, handle emergency needs, and resolve many questions or problems. Please contact the management company.
- C. Do not contact a board member for any of the above, unless instructed to do so by the Managing Agent. All board members have instructed to refer you to the Managing Agent to ensure proper logging, tracking and reporting of all operations at the Villas.
- D. All written correspondence regarding the Villas must also be routed through the Managing Agent. The Managing Agent is responsible for taking necessary actions, as needed, and then reporting such to the board or submitting items for board consideration at the next board meeting.
- E. To be included on the agenda for discussion of an issue, owners must submit such to Managing Agent at least one week in advance of meeting.
- F. Visitors are welcome at all board meetings but must notify Managing Agent of their attendance at least one week in advance to ensure adequate seating.
- G. Strict order will be maintained at meetings, as our agenda is usually lengthy and covers a broad range of issues.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

Dianne Wilson, County Clerk
Fort Bend County, Texas



February 24, 2014 03:18:56 PM

FEE: \$63.00 DA
CERT

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