

## **SIXTH AMENDED RULES AND REGULATIONS CONCERNING USE AND OCCUPANCY OF HUDSON OAKS TOWNHOMES SECTION 2 OWNERS ASSOCIATION INC**

**These amended Rules and Regulations are part of and in addition to the Condominium Declaration for Hudson Oaks Section 2 (which also includes Section 2's By-Laws).**

1. Barbeque Grills: Both gas and charcoal grills shall be used in accordance to the City of Houston's Fire Code Ordinance, which requires use of charcoal and gas grills at least 10 feet from a combustible building material (including wooden fences). All grills are prohibited from second story balconies. Charcoals or ashes shall not be deposited in the dumpsters or on the grounds of the Project to prevent fires.
  
2. Common areas: No sidewalk, driveway, parking area, public hallway, walkway, stairway, area under any stairway, or any other Common Area, shall be obstructed in any manner, nor shall any Owner or Resident store or place or cause to be stored or placed any object in such areas. No Owner or Resident place any potted plant or flower or decorative item in the Common Areas except that the Owner may maintained as many as two potted plants at or near their individual front and back doors. The Owner is not limited to the number of potted plants contained inside an enclosed patio. Any plants the Owner wishes to place in the Common Areas will be planted with the assistance of the landscaping staff. No Owner or Resident will hang any emblem, decoration or symbol on any exterior of any building with the following exception:

A wreath may be mounted to the front door two weeks before and after the following holidays:

Christmas  
New Years day  
Easter  
Halloween  
Memorial Day  
Thanksgiving Day  
Valentines Day  
Independence Day

Such wreath is prohibited if it: threatens the public health or safety; violates a law; contains language, graphics, or any display that is patently offensive to the passerby; is in a location other than the entry door; or it exceeds twenty four (24) inches in diameter as measured from its exterior edges.

Nonconforming items will be removed by the Association and any damage to the exterior to be charged to the Owner. No Owner shall have any right to modify, alter, repair, decorate, redecorate, or improve the exterior of any Apartment, or to take any such action with respect to the interior or exterior of any of the Common Elements or the Limited Common Elements. No Owner shall have any right to place any sign in or on any Apartment or elsewhere on the Project without the prior written consent of the Board, and the Board shall have the right to remove any sign so placed without permission.

These items will be removed by the Association and any damage to the exterior to be charged to the Owner. No Owner shall have any right to modify, alter, repair, decorate, redecorate, or improve the exterior of any Apartment, or to take any such action with respect to the interior or exterior of any of the Common Elements or the Limited Common Elements. No Owner shall have any right to place any sign in or on any Apartment or elsewhere on the Project without the prior written consent of the Board, and the Board shall have the right to remove any sign so placed without permission.

3. Umbrellas: No Owner or Resident shall display more than one umbrella in any one patio. The umbrella so displayed must be one solid color, must be standing upright and close when not in use. Umbrellas shall be

deemed to be in use when individuals are physically sitting or standing under it.

4. Fines: The Board has resolved pursuant to Article 1, Paragraph 21 of the Condominium Declaration, Rules and Regulations for the Hudson Oaks Townhomes Section 2 Owners Association, Inc. that it is necessary to adopt and enforce an equitable policy in regard to levying fines on Owners for continued violation of these regulations. The Board may levy a fine for the maximum amount of \$200.00 to any Owner or resident who continues to violate any of the rules and regulations set forth herein or contained in the Condominium Declaration and Bylaws. Such a fine may only be levied after the following:
  - a. The Owner or resident has received two written notices describing the violation and the underlying rule or regulation,
  - b. The Owner or resident received notice of the amount and necessity of the levied fine, and
  - c. The Owner or resident allowed the violation to remain uncorrected for more than 30 days. The collection of such levied fines shall be in accordance with other rights and remedies available under Article 4, Section 5.
5. French Doors / Other Doors: Installation of French Doors requires Board approval or may be subject to removal. All doors of any type must be painted the standard color of brown that has been approved by the Association regardless of the make or material of the door (i.e., galvanized or metal). Front or main entry doors may not be replaced. (See *also* French Door Policy dated January 1, 2010, which is made part of these Rules and Regulations.)
6. Use of Generators: In the event of loss of electricity, personal generators may be used under the following guidelines:
  - a. Generators are not to be run indoors or on upper balconies,
  - b. Generators must be placed in a well ventilated area,
  - c. Storage of gasoline is prohibited on a patio or balcony,
  - d. Gasoline cans must be stored in a proper container to prevent leakage, fumes and odors, and
  - e. Hours of operation shall be limited from 6:00 a.m. to 11:00 p.m. with the exception of residents with a chronic medical condition (e.g., continued power is required to operate oxygen or other respiratory equipment).
7. Key Control/Log: Keys may be left at the guard house. However, no keys will be stored at the guard house without the resident signing a hold harmless waiver. The hold harmless waiver will release Weiser Security and associated Courtesy Officers from any liability related to a lost key. The form is available at the guard house. (See *also* Key Control at Gate House policy dated January 1, 2009, which is made part of these Rules and Regulations.)
8. Patios or Balconies: Owners or Residents may place upon balconies or patios appurtenant to such Owner or Resident's Unit: patio furniture; and such decorative items as such Owner or Resident may deem desirable; however, balconies or patios may not be used as extra storage space of items that detracts from the general appearance of the Project (e.g., tool boxes, ladders, flammable liquids or other items that would otherwise be stored in your home or offsite storage). See Rule 26 Bicycle and Tricycle Storage, for additional rules concerning the storage of Bicycles and Tricycles. The Board has determined that such a detractions from general appearance occurs when the item can be seen from outside the balcony or patio. Thus, a container stored on the patio that is below the top of an enclosed patio fence is not a detraction. The Board shall have the right at any time to direct removal of any item that the Board determines, in its sole discretion, is distasteful and diminishes the Project's general appearance. Empty flower pots or empty plant containers shall not be stored on any balcony or patio, nor shall they be stored in any Common or Limited Area.
9. Parking/Towing: Various parking rules are as follows:
  - a. Each Unit is the Owner of one or two specified covered parking spaces. All guest parking is for the temporary use of visitors and should not be used as additional parking spaces for "extra" Owner or

resident automobiles. Owners or Residents shall use their assigned spaces and leave the street parking and "guest parking" available for guests.

- b. Owners or Residents shall not permit their family, guest, or invitees to use parking spaces of other Owners or Residents.
- c. Owners or Residents are required to park their vehicles within their Limited Common area and/or assigned Parking Space(s). Owners or Residents of a Unit with more vehicles than assigned parking spaces, may not use the undercover Guest Parking spaces and/or an unoccupied Unit's assigned parking space(s) as their exclusive property. These "additional" vehicles will need to be parked on the street and in compliance with Rules and Regulations listed herein.
- d. No vehicle of any kind shall be parked, stored or otherwise permitted to remain adjacent to any curb or area designated as a no parking area as indicated by sign or curb marked as a no parking area. Parking in spaces designated as "Fire Lane" or "No Parking" are subject to towing without notice.
- e. No vehicle, bicycle or tricycle, of any type whatsoever may be parked or kept in front or along the side of an Owner's designated parking space.
- f. No vehicle of any type whatsoever may be parked or kept in an Owner's designated and numbered parking space (which is Limited Common Elements assigned to such individual Owner) that is inoperative as defined by the Board and stated in these Rules and Regulations, nor shall any repair work be done to vehicles in a parking space or anywhere on the property.
- g. No trailers, boats, structures, out-buildings or oversized vehicles will be permitted on the Property.
- h. No Owner or Resident shall use the streets of the Property for permanent or long-term parking of their vehicles or any vehicle of their family, guest or invitee. A vehicle parked on any street for more than 72 hours at a time may be subject to towing after initial warning.
- i. License plates, registration and inspection tags and/or stickers must be kept current and in compliance with state or local laws. Vehicles parked on the Property that are not in compliance with such laws are subject to towing after initial warning.
- j. Vehicles towed from property that have been in violation of the Association's bylaws, rules and regulations or policies will be recovered at the Owner's time and expense.
- k. The Board has contracted a towing company to patrol the property and violators of these Rules and Regulations may be towed at Owner's or operator's expense.

10. Pets: Various rules regarding pets are as follows:

- a. The Board shall have the right to direct the removal of any pet that is a nuisance to any Owner or Resident (or their pets) on the Project, which includes, but is not limited to, excessive barking or biting.
- b. No household is allowed more than two household pets under 25 lbs. each (see Article 2 of the Condominium Declaration). The Board shall have the right to direct removal of any pet from a household that exceeds these maximums.
- c. All pets (including cats) must be restrained by a leash when outside of its Owner's Unit, and no pet shall be allowed to run loose within the confines of the Project (see City of Houston Lease Laws). Pets roaming freely on the property are subject to removal at any time and without notice.
- d. Pet Owners (or pet walkers) are required to pick up all fecal material (feces) deposited by their pets (dogs *and* cats) at any location on the property and dispose of it in a proper and sanitary manner in order to prevent disease and maintain cleanliness of the property (see City of Houston Pooper Scooper Law).

11. Satellites, Dishes or Antennas and Cables: No television, telephone or radio antennas or cables, satellites or dishes shall be attached to any of the buildings or maintained outside of a Unit without the Prior Written Consent Of The Board. Owners/Residents May Not Run (Or Allow Their Contractors To Run) Cable Wiring Across The Buildings Or From Buildings Over Rooftops And Are Subject To Removal. (See *also* Installation of Satellite Dishes and Cables policy dated January 1, 2010, which is made part of these Rules and Regulations.) If the Owner or Residents contracts Comcast or any other contractor to install addition outlets in their unit which requires additional cables outside the unit, it is the Owners responsibility to insure that these new cables are properly secured, buried and hidden from view. Any cable not so install will be properly covered/buried by the Association and the Owner will be charged not less than \$250.00.

12. Signs/Open House (including Realtors): No sign, notice or advertisement of any kind (including, but not limited to, sale or rental signs, Open House signs, garage or yard sale signs) shall be posted within the confines of the Project (including individual Units) without the prior written consent of the Board, except the common Bulletin Board located at the mailboxes. Open Houses are not allowed to take place in any Unit on the Project. Realtors, brokers and sellers must comply with the Bylaws and Rules and Regulations of the Project.
13. Swimming Pools: The swimming pools and other Common Areas are for use by all Owners and Residents. Owners or Residents, as well as their guests or invitees, must abide by the rules for recreational facilities and public facilities as posted in such areas from time to time by the Board. Such rules and regulations will be deemed to be a part of these Rules and Regulations and will be enforceable in the same manner as provided for in the Declaration thereof.
14. Use and Storage of Personal Water Hoses: Water hoses must be detached from the hose bib or water faucet when not in use. Personal hoses cannot be permanently attached to any common outside water faucet or hose bib. The hose bib or water faucet must be tightly turned off after use to prevent water from leaking or dripping. Residents must leave water hoses coiled under the hose bib or water faucet when not in use. The hose cannot be left strung or laying around the common grounds. If there is an Association water hose already stored/coiled at the outside water faucet, the resident must store the personal water hose on the resident's patio or balcony. Hoses cannot be stored on the common grounds around the resident's patio or balcony (i.e., behind bushes or laying outside patio or balcony) nor can they be left hanging over the top or under the bottom of a resident's balcony or patio when not in use. (See *also* Use and Storage of Personal Water Hoses policy dated September 1, 2009, which is made part of these Rules and Regulations.)
15. Water Faucets/Appliances: Outside water faucets shall not be left running and are not for the use of any one Unit. Hoses shall not be continually connected from any common water faucet to any one Unit. Indoor water faucets, dishwashers, garbage disposals and similar apparatus shall not be left running for an unreasonable or unnecessary length of time.
16. Windows: Each Owner or Resident shall keep his/her Unit in good order and repair. Frosted and damaged windows must be repaired or replaced at the Owner's expense in a reasonable amount of time as determined by the Board.
17. Window treatments: Curtains, blinds or other window treatments that can be seen from outside the Unit must be white or beige in color. Shades of brown or other colors including but not limited to brown wooden blinds are not acceptable.
18. Insurance: The Board oversees insuring the Buildings, Common Elements and Limited Common Elements of the Project as defined in the Condominium Declaration. The Board adopted and filed of record the following policies regarding insurance:
  - a. In the event that the loss or damage to a Building, Common Element or Limited Common Element (as defined in the Condominium Declaration) is caused by the negligence of an Owner, his/her tenants, invitees or guests, such Owner will be liable for the full amount of any deductible on the Association's master policy.
  - b. In the event of an Owner or resident being insured for any loss to the Apartment, Building, Common Element, Limited Common Element or Project (as defined in the condominium Declaration), the Association shall be entitled to require the Owner and /or resident to claim any loss under such Owner/resident policy of insurance. In the event any unit Owner obtains coverage that is in any way overlapping of coverage placed by the Association, then the coverage of the Owner shall be deemed primary.
  - c. In the event that the loss originates or is caused by the Owner, his/her tenants, invitees or guests for failure to maintain the Apartment (as defined in the condominium Declaration) in good order and repair at all times, or is caused by an Owner, his/her tenants, invitees or guests, with or without negligence,

such Owner will be liable for the full amount of the cost.

19. Package Policies: The Courtesy Officer at the Front Entrance will not accept or sign for residents' packages unless the following has occurred first:
  - a. Delivery service has made an attempt to deliver the package to resident or recipient's unit. If the resident is not home, then the delivery service must leave a notice or other document on resident's door advising of attempted delivery; and the resident must sign notice or other document authorizing the delivery service to leave the package(s) at gate house or alternate location for next delivery attempt (the Courtesy Officer and Weiser Security will not be held responsible for damaged or lost packages left at the gate house).
  - b. Under no circumstances will the Courtesy Officer accept or sign for residents' packages that: consist of more than five (5) packages per delivery (no more than five packages per unit shall be left at the gate house for pick up at any time); weigh more than 40 lbs; or contain prescriptions or other drugs. Any package not complying with these requirements must be delivered directly to the resident's home, with arrangements for receipt of the packages to be made by the resident.
  - c. The delivery service will be asked to pick up any packages left at the gate house for more than five (5) days and the resident must make arrangements for re-delivery with the delivery service. It is the responsibility of each resident to check their doors (front and back) for delivery receipts or notes from any delivery service.
20. Delinquent Assessments: The Board has adopted and filed of record with Harris County Clerk the following policies regarding the collection of delinquent assessments owed by an Owner:
  - a. Any monthly assessment, or any portion thereof, due from an owner for more than 60 days shall be considered delinquent and the Association's attorney may be instructed to pursue all legal remedies for the collection of such funds including legal charges and late fees associated with such a collection process.
  - b. Any Owner that displays as reoccurring delinquent payment history shall be subject to an acceleration of the next twelve months of monthly assessments whereby the sum of the next twelve month's assessments will be currently due in accordance with Article 4, Section 5 of the Condominium Declaration. A reoccurring delinquent payment history is defined as any Owner that has been referred to the Association's attorney in accordance with paragraph 1 more than twice in previous 24 month period.
21. Rain Barrel Installation: The Board prepared and filed of record with the Harris County Clerk a Rainwater harvesting System Policy. Those Owners interested in this policy, they may obtain a copy from the County Clerk or RESC. An Owner should obtain a copy of this policy before attempting to install any rainwater harvesting system anywhere on the property. A part of this policy includes an operation agreement that must be executed by the Owner and Association.
22. Solar Energy Devices: The Board prepared and filed of record with the Harris County Clerk a Solar Energy Device Policy and includes an operations agreement that must be executed by the Owner. Those Owners interested in this policy should obtain a copy from the County Clerk or RESC. An Owner should obtain a copy of this policy before attempting to install any solar device system anywhere on the property. A part of this policy includes an operation agreement that must be executed by the Owner and Association.
23. Religious Displays: The Board prepared and filed of record with the Harris County Clerk a Religious Display Policy. An Owner may display or affix on the entry to the Owner's unit one or more religious items the display of which is motivated by the Owner's sincere religious beliefs. Such display or affixing of religious items is prohibited if it: threatens the public health or safety; violates a law; contains language, graphics, or any display that is patently offensive to the passerby; is in a location other than the entry door or door frame or extends past

the outer edge of the door frame of the Owner's unit; or individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size greater the twenty five (25) square inches.

24. Displayed Flags and Flagpoles: The Board prepared and filed of record with the Harris County Clerk a Displayed Flags and Flagpoles Policy and includes various rules and guidelines. This policy includes limitation on flag size, number and location. Those Owners interested in this policy should obtain a copy from the County Clerk or RESC. An Owner should obtain a copy of this policy before attempting to install any flag or flag pole anywhere on the property including a Limited Common Area.

25. Leasing Rules:

a. **TENANT SCREENING.** Each Owner shall be required to, and shall be solely responsible for reviewing, researching, and determining the character, criminal background, sex-offender background, prior conviction background, prior landlord referrals, and/or suitability of each prospective tenant and/or other occupant of his or her Unit in such manner which is reasonable and prudent of landlords in Houston, Harris County, Texas for properties comparable to Hudson Oaks Townhomes Section 2 Condominiums at the time such lease application is made/lease entered into (the "Tenant Screening" herein).

In the event that any Owner fails or refuses to perform a Tenant Screening, in addition to the remedies of the Association as set forth in Paragraph 4 below, such Owner shall be liable to any party whomsoever who suffers any damage or injury resulting from the acts of any such tenant/occupant which would have been reasonably foreseeable had the Owner performed such review and research as to such matters and such matters disclosed information which a reasonable and prudent landlord in Houston, Harris County, Texas leasing similar property would have considered unfavorable and grounds for rejection of lease approval.

Further, in the event that the Tenant Screening discloses matters which a reasonable and prudent landlord in Houston, Harris County, Texas leasing similar property would have considered unfavorable and grounds for rejection of lease approval, and such Owner elects to lease to such tenant/occupant notwithstanding same, then such Owner shall be liable to any party whomsoever who suffers any damage or injury resulting from the acts of any such tenant/occupant which would have been reasonably foreseeable given the matters disclosed by such review and research.

The Association, the Board of Directors, the Officers, and the agents of the Association shall have no obligation to independently review, research, and/or determine the character, criminal background, sex-offender background, prior conviction background, prior landlord referrals, and/or suitability of any prospective tenant/occupant of any Unit in the property.

b. **RESPONSIBILITY FOR TENANT CONDUCT.** Each Owner shall be responsible for, and shall pay for damage to the common elements or any unit caused by the negligence or willful misconduct of the Owner's tenant, any other occupant of the Owner's Unit, or the tenant/occupant's family, guests, employees, contractors, agents, or invitees. Each Owner shall be liable to the Association for violations of the Declaration, Bylaws, or Rules and Regulations of the Association by any tenant of the Owner, or any occupant of the Owner's Unit, or any of the tenant/occupant's family, guests, employees, agents, or invitees, and for costs incurred by the Association to obtain compliance, including attorney fees, whether or not suit is filed.

c. **NAMES OF TENANTS, COPIES OF LEASE(S) AND COMPLIANCE WITH SCREENING REQUIREMENTS.** Not later than the 30<sup>th</sup> day after the date an Owner leases a Unit to a tenant/occupant, the Owner shall provide the Association with the following:

1. A copy of the fully completed and executed lease (information deemed personal such as social security numbers, business terms, rent amount, etc. may be redacted);

2. As required by Section 82.114(e)(3) of the Texas Uniform Condominium Act, if not shown in the copy of the lease delivered pursuant to item 1 above, the name, address, and telephone number of each and every person occupying the Unit as a tenant/occupant under lease;

3. As required by Section 82.114 (e)(4) of the Texas Uniform Condominium Act, if not shown in the copy of the lease delivered pursuant to item 1 above, the name, address, and telephone number of any person managing the Unit as agent of the Unit Owner; and

4. A written Statement signed by the Owner stating that the Owner conducted the Tenant Screening as required by Paragraph A above. Such written Statement shall outline specifically, the scope of such Tenant Screening and what records or resources were reviewed in connection with such Tenant Screening.

d. REMEDIES IN THE EVENT OF NON-COMPLIANCE. Owners who fail or refuse to provide the documentation required by paragraph C above within the time required, shall be subject to the levy of an initial fine in the amount of Fifty Dollars (\$50.00), with a subsequent fine of Ten Dollars (\$10.00) per month thereafter until such time that all of the required information is properly delivered. Any Owner who fails or refuses to provide the documentation required by paragraph C above on two or more occasions during any cumulative twelve (12) month period shall be subject to the levy of a fine in the amount of One Hundred Dollars (\$100.00) for each additional time the Owner fails or refuses to provide such information.

26. Bicycle and Tricycle Storage: Owners and Residents shall store their bicycles and tricycles within their enclosed patios (patios displaying a fence constructed with adjoining vertical wood pickets and a height above four feet) if they have one. Those Owners and Residents that do not have an enclosed patio may store their bicycles and tricycles on their balcony if such vehicles are covered with an appropriate brown or beige bicycle or tricycle cover. Tarps, plastic bags, blankets or sheets are not considered bicycle or tricycle covers. Bicycles and tricycles stored on an enclosed patio shall not extend above the top fence line. Bicycles and tricycle stored under the carports will be removed from the area at the Owners expense.

27. Occupancy and Leasing: Owners and Residents shall conform to the following rules regarding occupancy and leasing:

1. Numbers. A Apartment may be occupied by no more than two (2) persons per bedroom, unless higher occupancy is mandated by public agencies that enforce compliance with the familial status protection of the Fair Housing Act.

2. Danger. The Association may prohibit occupancy by a person who constitutes a direct threat to the health or safety of other persons, or whose occupancy would result in substantial physical damage to the property of others, pursuant to the Fair Housing Act.

3. Occupancy Defined. Occupancy of a Apartment for purposes of these Rules, shall mean occupancy of at least 10 continuous days or 30 non-continuous days in any twelve (12) month period.

4. Term of Lease. Apartments may be leased only in their entirety; no fraction or portion of any Apartment may be leased. Any lease, rental, or other occupancy agreement covering less than the entire townhome shall be prohibited. The use of a Apartment for hotel, motel, or transient use by individuals who do not utilize such Apartment as his/her/their bona-fide primary or secondary residence shall be and is hereby strictly prohibited. The use of any Apartment for hotel, motel, or transient use shall be and is strictly prohibited. "Hotel, motel, or transient use" shall be defined as to include any use for which the payment of a hotel or motel tax to the State of Texas or the City of Houston would be applicable. No Apartment may be used as a "boarding house" or "rooming house" where less than the entirety of the townhome is subject to a lease, rental, or occupancy arrangement. No subleases or subleasing shall be allowed. A Apartment may not be leased for a term of less than six (6) months.

5. Written Leases. Each lease must be in writing and shall be subject in all respects to the provisions of the Condominium Documents, as amended from time to time, and all instruments affecting title to the condominium property. Any failure by a tenant to comply with the terms of any such documents shall constitute a default under such lease enforceable by the Association as the intended third-party beneficiary of the same. An Owner shall provide the Board of Directors with a copy of each lease of that Owner's Apartment.

28. Noise Disturbance: The Association confirms and adopts the City of Houston noise ordinance (Ordinance No 01-945, § 2, 10-17-01) that confirms that it unlawful for any person to make, continue, or cause to be made or continued any loud, unnecessary, or unusual noise that annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others. The ordinance includes amplified sound, noisy vehicles and other disturbances.

Subparagraph 5 (Noisy animals and birds) should be of particular interest to Hudson Oaks residents. It reads "The keeping of any animal or bird that causes or makes frequent or long and continued sound that unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of ordinary, reasonable persons of normal sensibilities and ordinary tastes, habits, and modes of living who reside in the vicinity thereof is hereby prohibited and declared to be unlawful as a sound nuisance in violation of this chapter, regardless of whether the sound so created by said animal or bird in within the permissible levels specified in Section 30-6 of this Code."

Subparagraph 10 (Penalty) reads "Any person who violates any provision of this chapter is guilty of an offense and, upon conviction thereof, shall be punished by a fine of not more the \$500.00 by the City. The Association will also fine any owner in conformance with the Rules and Regulations that violate this ordinance. Each hour or portion thereof in which any violation shall occur shall constitute a separate offense.

This ordinance is enforced by the City of Houston Police Department. Any resident that experiences noise as defined by the ordinance should call the Police Department for enforcement. Their non-emergency number is 713.884.3131.

These amended Rules and Regulations are deemed part of the Condominium Declaration and will be enforceable in the same manner as set forth in the Declaration. The Board reserves the right to amend these Rules and Regulations at any time.