



**MONTROSE PLACE TOWNHOMES OWNERS'
ASSOCIATION**

RULES AND REGULATIONS POLICY

RESOLUTION ADOPTED BY UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
MONTROSE PLACE TOWNHOMES OWNERS' ASSOCIATION

Regarding

RULES AND REGULATIONS AND FINING POLICY

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RULES AND REGULATIONS AND FINING POLICY

We the undersigned, being all of the members of the Board of Directors of the Montrose Place Townhomes Owners' Association, a Texas non-profit corporation (the "Association"), do by this writing approve the following resolution:

Introduction

These Rules and Regulations Policy are adopted by the unanimous written consent of the Board of Directors of the Association (the "Board").

Recitals

WHEREAS, the Association has jurisdiction over the condominium regime known as Montrose Place Townhomes (the "Property") as described in and restricted by that certain instrument entitled Declaration and Master Deed Montrose Place Townhomes as recorded in Volume 84, Page 117 *et seq.* of the Condominium Records of Harris County, Texas thereby creating the Montrose Place Townhomes condominium regime and was amended by those certain instruments entitled "First Amendment to Declaration and Master Deed Montrose Place Townhomes" and "Second Amendment to Declaration and Master Deed Montrose Place Townhomes" which are filed of record in the Official Public Records of Real Property of Harris County, Texas, recorded under County Clerk's File Nos. F863857 and G164238;

WHEREAS, these Rules and Regulations Policy were adopted by the Association in accordance with Article VI Section 9 of the Association's Bylaws, Section 10 (i,ii) of the Declaration, and Section 82.102 of the Texas Uniform Condominium Act (the "TUCA"); and

WHEREAS, the purpose of the Rules and Regulations Policy shall be to amend, as permitted by Article VI Section 9 of the Bylaws, Article VI of the Bylaws. The Rules and Regulations Policy shall clarify, explain, and/or add protocols necessary for the current and future operation of the Association. All Rules and Regulations and/or Restrictions currently existing, unless explicitly amended herein, shall be binding to all Owners and Residents as permitted by Section 10 of the Declaration.

WHEREAS, Section 82.102(a)(12) of the TUCA empowers the Association, acting through its Board, to impose reasonable fines for violation of the declaration, bylaws, and rules and regulations if notice and an opportunity to be heard are given.

WHEREAS, Section 82.102(a)(7) of TUCA empowers the Association, acting through the Board, to "adopt and amend rules regulating the use, occupancy, leasing or sale, maintenance, repair, modification, and appearance of units and Common Elements, to the extent the regulated actions affect Common Elements or other Units";

NOW, THEREFORE, the Association adopts the following Rules and Regulations Policy (the "Policy") for the Property, which shall be binding upon all Owners and Residents and their grantees, lessees, tenants, occupants, successors, heirs, and assigns.

1. General

- 1.1 The Policy enforced on the Property is designed specifically to help preserve a pleasant and orderly environment for the benefit of all the Residents.
- 1.2 The terms used in this Policy shall have the same definition as those terms used in the Declaration, unless otherwise defined herein. Owner shall be defined by the Declaration; Employees, family members, spouse, romantic partners or other persons on property for the sole purpose of interacting with said Owner shall herein be defined as an "Associate."
- 1.3 A Resident shall be defined as any individual, who does not meet the criteria of an Owner and who lives and/or resides within a Unit, yet does not hold the ownership title to said Unit.
- 1.4 All Owners, Residents and Associates of the Association shall strictly comply with the terms of the Declaration, the Bylaws, the Policy; any conflicts existing between these documents shall be governed by the stricter version.
- 1.5 Management Company shall be defined as the entity employed by the Board for the purpose of maintenance of the Property as well as reconciliation of the financial accounts of the Association necessary to conduct business.
- 1.6 Fines for violations of the Declaration, the Bylaws, and the Policy have been established by the Association in accordance with Section 82.102(a) (12) of TUCA, as further detailed in Section 11 of the Policy. The prior Association fining policy filed of record in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File No. 20070351459 is hereby revoked and replaced with the fining policy set forth in the Policy.
- 1.7 The Association shall reserve the right to request documentation, at any time, regarding any requirements outlined in this Policy, the Bylaws, and/or the

Declaration. The Association reserves the right to request documentation regarding leasing, letting, pet vaccinations, pet registrations, documentation regarding installation and/or repairs that require installation from a professional, licensed contractor, and/or any other documentation that the Association deems necessary in verifying that the covenants set forth in the Policy, the Bylaws, and the Declaration are upheld.

1.8 Owners shall be held responsible for the actions of their Associates.

2. Parking, Towing, and General Automotive

2.1 All Owners, Residents and Associates must comply with these parking regulations. All city, state and local ordinances will apply to all persons parking on the Property; The Association, Board, or Management company are not required to post these additional ordinances since they are publicly available online at the respective authorities websites. Any vehicle parked illegally shall be towed at the vehicle owner's expense; the Association and/or the Management Company will not reimburse Owners, Residents, or Associates for towing charges. Vehicles shall be considered illegally parked and subject to towing with or without notice, as provided by law, if any of the following apply:

2.1.1 Vehicles parked along areas painted red or yellow or otherwise designated as "No Parking" areas shall be towed. Additionally, parking along a fire lane (red curb) is prohibited by law and shall result in the issuance of a ticket and fine and the vehicle shall be towed without advanced notice;

2.1.2 Vehicles double-parked or parked in such a way as to block another vehicle or as to block egress or ingress to the Common Elements, parking spaces and/or Owners Units;

- 2.1.3 Vehicles parked anywhere within the Common Elements or not parked in a designated parking space as defined by the Declaration shall be towed;
- 2.1.4 Vehicles parked in parking visitor parking area for more than four days shall be towed if owned by and/or under the control of an Owner and/or Resident. Residents and Owners shall only utilize Visitor parking areas for temporary periods when necessary. Owners may use visitor parking only in the situation where the Associate of that Owner is occupying their designated parking space. Owners and Residents shall park in their Unit's designated parking space as defined by the Declaration. Owners shall not use parking for additional vehicles and/or as a "preferred" alternative to their designated parking space. Owners and Residents shall not lease or sub-let their parking spaces to other Owners, Residents, and/or Associates. Only one vehicle per Unit is allowed in Owner designated parking areas at any time. Double Parking is prohibited.
- 2.2 Parking areas shall not be used for the storage or parking of, including but not limited to, motor vehicles, boats, trailers, recreational vehicles or commercial vehicles not recognized by state, city and local ordinances as acceptable, non-commercial, private vehicles. Parking areas shall not be utilized as living and/or sleeping quarters for Owners, Residents, and/or Associates. Vehicles parked on the property shall be in working order and shall be the sole, primary vehicle of the Unit Owner for which designated parking space the vehicle is parked.
- 2.3 Owners and residents may wash their cars in the parking space designated to their Unit as stated in the Declaration; however, this privilege is subordinate to all other Owners and Residents rights of egress and ingress to their respective designated parking spaces; vehicles shall not be washed in any other area of

the property. This is a privilege and such privilege shall be revoked by a majority vote of the Board if issues arise from granting this privilege.

- 2.4 No Owner, Resident, and/or Associate shall perform any type of automotive repair in designated parking, Visitor parking, in the Common Elements, or anywhere on the Property. Exceptions to this rule apply only if such repair is necessary to bring the vehicle back into drivable status such that the Owner, Resident, and/or Associate may remove the vehicle from the property, Common Elements or designated parking spaces to a mechanic or other automotive repair shop. Such repairs shall be completed within two (2) hour duration. No vehicle shall be lifted or supported by a jack-stand or other such lifting device at any time, except when necessary to conduct emergency repairs in order to remove the vehicle from the Property, Common Elements or designated parking space. No disassembled vehicle shall be permitted to remain on Property, in designated parking spaces or in the Common Elements.
- 2.5 Any Owner, Resident or Associates utilizing designated parking spaces on the Property will be held accountable and will incur all costs, fees and/or repercussions therein if such person's vehicle causes any damage to the Common Elements, the building, Owner's Unit or any other area of the Property that is defined by the Declaration and/or the Official Public Records of Harris County, Texas as belonging to the Association. Such damages can include, but not limited to vehicle oil leaks, transmission fluid leaks, brake fluid leaks or any other vehicle fluid leak. The Board may allow duration of fifteen (15) days to allow the Owner, Resident and/or Associate sufficient time to remedy, remove, or repair said damage to the Property.
- 2.6 The speed limit for the Common Element Parking areas is 10 MPH. Owners, Residents, and/or Associates shall enter and exit the parking areas responsibly.

3. Common Elements and Swimming Pool Area

- 3.1 The Common Elements are a privilege. All items placed in the Common Elements shall be approved by the Board. At any time, a majority vote from the Board shall be sufficient to remove items, repair, replace, or to modify any part of the Common Elements. Privileges extended to the use of the Common Elements shall require a majority vote from the Board to be change, extend, or remove such privileges. The Declaration defines the Common Elements as the area from the threshold of an Owner's Unit door, extending to all areas defined as belonging to the Association by the Official Public Records of Harris County, Texas, including, but not limited to any item(s) securely attached to the physical structure of the outside building walls. Therefore, the Board has jurisdiction on all items and activities outside the threshold of an Owner's Unit door, or more specifically, any section of the Common Elements and the Property.
- 3.2 For the improvement of the resale value of Units and for general enjoyment of Owners, Residents and/or Associates the Board shall maintain landscaping in an aesthetically pleasing manner. No Owner, Resident, and/or Associate may modify, remove, or add-to these landscaping areas furniture, plants, dirt, rocks or any other item that is not approved by the Board for these areas. Any items found in these areas that are not approved by the Board shall be deemed discarded and shall be immediately removed and the costs incurred for such removal shall be charged back to the Owner, and/or Resident whom discarded the item. Items discarded by Owner's Associates shall be charged back to the respective Owner.
- 3.3 The Common Elements shall not be used for personal storage of items belonging to Owners, Residents and/or Associates. The Board shall have the ability to grant special permission to store items in the Common Elements when necessary on a temporary basis only. This right of special permission is limited to storage of items necessary for repair, replacement and/or

maintenance of the Common Elements or any section of the Property, including Owner's Units or the physical structure of the building. At no time, either explicit or implicit shall the Board grant special permission for storage of Owners, Residents and/or Associates personal items in the Common Elements.

- 3.4 Owner and Resident painting shall be prohibited in the Common Elements. Painting shall be allowed only in the designated parking space as designated by the Declaration, belonging to the Owner or occupied by the Resident desiring to paint. Parking space shall be protected with ground covering suitable to prevent damage to the parking space from overspray of the paint. Owner and/or Resident shall be held liable for any and all overspray that occurs from this privilege and shall duly prevent overspray from occurring.
- 3.5 Any Owner, Resident, and/or Associate that causes damage to any area of the Common Elements, building, or any other area of the Property shall incur all costs, fees related to the repair, replacement and/or removal of such items.
- 3.6 Owners and Residents shall not erect tents, statues, monuments, or other such items in any section of the Common Elements or attach such items to the outside of their Unit's door, window burglar bar (wrought iron), or gates (wrought iron). Lighting (including lighting items intended for use as holiday decorations) shall be prohibited, unless Board approval is given. General property lighting is the sole responsibility of the Association and any tampering, changing, or alteration thereof shall result in a fine as provided by Section 11 of the Policy, and shall also result in fees and/or costs associated with the restoration of such lighting back to its normal operating state. Such fees shall be assessed to the Owner's Unit for which alteration and/or tampering occurred. All items such as wind chimes, hanging baskets, satellite dishes, cabling for telephone or other services or other items which require attachment to the building, Unit doors, burglar bars (wrought iron), or any other section of the Common Elements and/or the Property shall be prohibited. All

- Owners and Residents shall obtain written Board approval for adding, attaching, and/or other installations to the exterior of the building or for any repair or addition of utilities such as cable television, telephone and electrical wiring. Holiday decorations and shall be restricted by Section 8 of the Policy. Water hoses and other such items stored in the Common Elements for the Associations' general use shall be returned to their respective, designated storage place after each use. Failure to return any item, that is provided for the Associations' general use, to its designated storage area in the Common Elements, shall result in a fine as provided by Section 11 of the Policy.
- 3.7 As permitted by the Federal Communications Commission (FCC), satellite dishes shall be allowed in Limited Common Elements only. Limited Common Elements shall be defined as areas designated by the Declaration as belonging solely to one Unit. The FCC also allows Condominium Association Regimes the right to prohibit the attachment of any type of communication device, such as but not limited to, satellite dishes, antennas, or any other such devices manufactured for the use of transmitting and/or receiving any type of signal through the air and/or through other types of data communication lines to any portion of the Common Elements. Under FCC regulations, Condominium Association Regimes are not obligated to provide attachment areas for satellite and/or similar items if no Limited Common Elements exist within the Condominium Regime. Due to the fact that no Limited Common Elements exist on the Property, and as provided by Article VI of the Bylaws, satellite dishes and other such devices shall be prohibited in the Common Elements.
- 3.8 Common Element walkways, balconies and stairwells are designated for ingress and egress to Owners' and Residents' Units. Due to the "close living" nature of the condominium community, Owners, Residents, and/or Associates shall not cause a disturbance to other Owners or Residents during use of these areas.

- 3.9 Due to the limited space of the Common Elements, gatherings outside of the pool area shall be prohibited. Owners, Residents and/or Associates shall not utilize Common Element walkways, balconies, or other areas of the Property Common Elements as places of assembly that are not designated as such areas. The only area designated as a place of assembly is the Common Elements Pool Area (the "Area"). The Area shall be defined as the section of Common Elements existing between the East and West metal limited access gates, extending North to the brick wall, and extending South to the mail room limited access gate and the portions of the building encompassing Units 13, 14, 15, 16; the area which encloses the actual pool. Gatherings in the Area shall be limited to thirty-six (36) Owners, Residents and/or Associates per gathering, and shall not exceed thirty-six (36) Individuals. Owners and Residents shall police themselves regarding the number of individuals in the Area. It is the sole responsibility of the Owners and/or Residents to cooperate with other Owners and/or Residents utilizing the Area, in working out agreeable usage.
- 3.10 Pool furniture shall not be removed from the Area or used to prop open the limited access gates. Pool furniture shall be left in orderly fashion when leaving the Area. Damage, destruction, or abuse of said pool furniture will be charged back to the Unit owner for comparable replacement.
- 3.11 Owners, Residents, and/or Associates utilizing the Area shall not cause a disturbance to other Owners, Residents, and/or Associates. Since the Area contains a pool, the risk of death and injury, while utilizing the Area, is increased. Due to this increased risk, certain guidelines shall be enforced to reduce the Associations' liability for the Owners, Residents, and/or Associates utilizing the Area. The following guidelines shall dictate acceptable behavior in the Common Elements Pool Area:
- 3.11.1 No Owner, Resident, and/or Associate shall be allowed in the Area while intoxicated or under the influence of narcotics, either legal or

illegal, or any substance that impairs their judgment and motor skill ability.

- 3.11.2 All activities such as, but not limited to, skinny-dipping, public nudity, sexual acts, or other such activities which is deemed as public indecency as defined by local, city, and state ordinances or laws are prohibited.
- 3.11.3 Pets shall not be allowed in the fenced area per City of Houston health ordinance.
- 3.11.4 Pool use is for the exclusive use of Owners, Residents and their respective Associates only. The limited access gates shall be closed at all times. Fence climbing is prohibited.
- 3.11.5 Minors shall not be allowed in the Area for any length of time unless accompanied by an adult.
- 3.11.6 Extension cords, radios, or other electrical devices not intended for the sole purpose of maintenance or repair of the Area shall not be allowed within 10 (ten) feet of the swimming pool. Extension cords, or other devices used to distribute power to auxiliary devices shall not receive their power from an Owner or Resident's Unit, and cords feeding such devices shall not block any walk area, either in the Area or any portion of the Common Elements, or other sections of the Property.
- 3.11.7 Loud music, either from a radio or other devices in the Area, an Owner or Resident's Unit or from a motor vehicle shall be prohibited.
- 3.11.8 Fighting, yelling, excessive roughhousing, horseplay, noise, or other types of belligerent behavior shall be prohibited in the Area.

- 3.11.9 All Owners, Residents, and/or Associates shall remove any items brought into the Area, including but not limited to, trash, furniture or other items considered personal property.
- 3.11.10 No Owner, Resident, and/or Associate shall attach decorations, or any other item to any area within the Area.
- 3.11.11 No Owner, Resident, and/or Associate shall conduct any type of gathering or assembly that requires professional licenses or requires special permits and/or fees from local, city, or state authorities.
- 3.11.12 No glass containers are allowed in the area.
- 3.11.13 No lifeguard is on duty. SWIM AT OWN RISK.
- 3.11.14 No item shall be used as a flotation device if such item is not designated for flotation use. No items not specifically designed for pool use, either for recreation or repair/replacement shall be allowed in the pool at any time.
- 3.12 Parties or other types of gathering must be approved by the Board. Owners must sign an Indemnity Agreement for all parties or gatherings including persons not legally residing at the Property. Owners and/or Residents shall clean-up all trash, debris, or other items from their respective party or gathering. Owners and/or Residents must change the trash liners in the Common Element trash receptacles after their respective party or gathering. Cost for clean-up shall be charged back to applicable Unit owners.
- 3.13 Owners, Residents, and/or Associates shall be allowed in the Area only during the following hours:
- | | |
|-----------------------|-----------------------|
| Sunday thru Thursday: | 8:00 AM thru 11:00 PM |
| Friday thru Saturday: | 8:00 AM thru 12:00 AM |

- 3.13 All modifications, installation, repair, and/or remodeling must be approved in writing by the Board of Directors, and all appropriate permits, design plans, and contractor insurance/bonding information shall be submitted to the Board prior to start of activity. Plumbing modifications, electrical installations, installation of vent boxes, and or additions of venting apparatuses from the interior of a Unit to the exterior of the building for the purpose of a Washer and/or Dryer installation are prohibited. Only portable Washer/Dryer combination type appliances are allowed. Portable Washer/Dryer combination type appliances are defined as a washer/dryer appliances manufactured to be portable, obtain its water source from a standard type sink faucet instead of a standard washer-type water hook-up, does not require venting for the dryer function (condenser type drying, requiring cold water to function), and is designed for under-counter type installation similar to a dishwasher (no more than twenty-four (24) inches in height).

4. Pets

- 4.1 All pets shall be registered with the Association, and shall not be kept or bred for any commercial purpose and shall have the care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary condition. All pets must have current shots and be licensed in accordance with the City of Houston ordinance. All shot records and pet licenses shall be provided to the Board. Noncompliance shall result in removal of the pet from the Property.
- 4.2 No savage or dangerous animals shall be kept in the Buildings or in any Unit.
- 4.3. Large breeds of dogs shall not be allowed on the Property, specifically ones that are considered aggressive and dangerous or which pose a threat to residents and children. No more than one (1) dog or one (1) cat, with a maximum weight of twenty-five (25) pounds, shall be kept within each Owner and/or Resident's unit. The Board shall not approve more than two (2) dogs or

three (3) cats per Unit, and the combined weight of the pets shall not exceed twenty-five (25) pounds. No Owner and/or resident shall perform dog or cat sitting services in his/her unit for periods exceeding 48 hours.

- 4.4 In accordance with Article VI, Section 6 of the Bylaws: after Notice and Right to be Heard, the Association shall take action to compel the permanent removal of any pet that is reasonably determined by the Board to be dangerous on the basis of any incident(s) in the Property in which the pet attacked or attempted to attack a Resident or another owner's pet, or other issues with the pet which violate any Section of the Policy, the Declaration, and/or the Bylaws.
- 4.5 All animals brought or kept upon the Property shall always be kept on a leash.
- 4.6 Owners, Residents and Associates shall remove their pet's waste from the Common Elements and/or the Property.
- 4.7 Pets shall not be left unattended in the Common Elements or any other area of the Property.

5. Maintenance

- 5.1 The building exteriors of the condominium are maintained by the Association.
- 5.2 Exterior building materials and colors shall not be changed by Owners, Residents, and/or Associates. Owners and Residents are responsible for cleaning their respective Unit's doors and windows. Owners and/or Residents shall incur the costs and/or fees associated with cleaning if the Board must contract the cleaning of the Owners' and/or Residents' doors and windows.
- 5.3 Maintenance of all interior items shall be the responsibility of the Owner. Owner shall be responsible for having all interior lighting fixtures, electrical outlets and electrical receptacles checked every five years to ensure proper

connectivity and shall be responsible for repairing any wiring devices and/or installations that violate the National Electrical Code and local City of Houston Ordinance requirements regarding wiring installations and devices.

- 5.4 Problems involving the Unit exterior, such as water/rain leaks, shall be reported directly and timely to the Management Company after the problem is discovered.
- 5.5 Each Owner and/or Resident shall practice due care to avoid damaging any of the Common Elements, including but not limited to paint, exterior walls, stair rails, gates, pool equipment, patio furniture, emergency telephone, water, gas, cabling, telephone wiring, plumbing, power or other utility systems throughout the Property and shall be responsible for such negligence or misuse resulting in damage. Owners and Residents shall be responsible for damage to the Common Elements caused by any of their respective Associates.
- 5.6 Only one door mat shall be allowed per Unit. Carpet cuts, towels, or other items not manufactured and sold as a suitable door mat shall not be allowed. Due to the limitless interpretations of possible door mats, the Board retains the right to determine if a door mat is suitable for use on the property, and shall remove unsuitable doormats at anytime, without notice.
- 5.7 Owners, Residents, and Associates shall place all trash, debris or other such items inside the dumpster. Owners and Residents shall be responsible for their trash and the trash of their Associates. It shall be prohibited, at all times, to place trash or debris around the dumpster, such as, but not limited to, household waste, furniture, or any other discarded items. Furniture shall be removed from Property and shall not be permitted at any time to be placed in or around the dumpster area. All items not suitable for the dumpster, such as, but not limited to hazards waste, paint, flammable liquids, or excessively heavy items are prohibited from being placed in the dumpster.

- 5.8 No repairs, replacements, modifications, or other types of maintenance conducted by an Owner, Resident, and/or their Associate shall be allowed outside of the Common Element Hours:

Sunday thru Thursday 8:00 AM thru 9:00 PM

Friday thru Saturday 8:00 AM thru 10:00 PM

- 5.9 Owners and Residents shall not be allowed to move furniture, appliances or any other items in or outside of their respective Unit outside of the Common Element Hours.

- 5.10 Owners and Residents shall not attach anything to the exterior of building siding, brick, banisters, wrought iron windows covering and gates without a completed Architectural Modification request signed and approved by the Board of Directors. Anything found attached to the exterior siding, brick, banisters, wrought iron windows covering and gates can and will be removed without notice to the Owner and/or Resident. Any cost associated with the removal of said items will be charged back to the Unit Owner.

- 5.11 Owner shall have a smoke detector installed in their Unit. Battery-only operated smoke detectors are prohibited. Smoke detectors shall be installed in such a manner that they obtain their primary power source from a hard-wired, 120 Volt circuit and the smoke detector shall have a battery back-up capability in case of power failures, as per the local City of Houston Ordinance and applicable National Electrical Code requirements. It shall be the responsibility of each Owner to install and maintain a smoke detecting device as outlined in this section.

6. Business Operations Use

- 6.1 Article VI Section 1 of the Bylaws provides that the primary use of each Unit shall be single-family residence purposes. This prohibits use for business purposes that would unreasonably interfere with the quiet enjoyment of other

Owners and Residents of their Units or involve the sale of goods or merchandise to the public. The use of units for business purposes such as day care centers, auto servicing, or any other business that creates noise or generates delivery services and driveway traffic or burdens parking spaces is prohibited.

- 6.2 Owners or tenants of a Unit shall restrict use of Unit for other limited business purpose consistent with the Declaration, the Bylaws, and the Policy.

7. Offensive and Dangerous Activities

- 7.1 No illegal, obnoxious or offensive activity shall be conducted or carried on in any Unit, or upon the Common Elements or anywhere else on the Property, nor shall anything be done which may be or become an annoyance or nuisance to other Owners or the neighborhood or cause unreasonable noise or disturbance to others.
- 7.2 Residents shall not store or use hazardous materials or chemicals within their Units which could create toxic conditions, fire, explosions, and/or other risks. Residents shall be prohibited from auto spray painting, furniture refinishing, or other activities that can create fumes that may become toxic and/or irritating to other residents or a potential risk to property.
- 7.3 Charcoal or gas grills shall not be used in the Common Elements or any area of the Property. Pursuant to the City of Houston ordinances, open flames (such as charcoal grills) shall not be used within ten (10) feet of any building. Residents must use caution when grilling outside and have a fire extinguisher handy (fire extinguishers are attached in various places throughout the Common Elements). Only securely installed, fixed-in-place, designated gas grills shall be permitted for use on the Property. All Owners, Residents, and/or

Associates shall be held liable for all damages, misuse, or other issues that arise for their respective use of the gas grills.

- 7.4 The use or discharge of firearms (with the exception of self-defense situations as determined by local police authorities), firecrackers, or fireworks shall be prohibited within or from the Property and/or Common Elements. Possession of firearms shall be prohibited without proper licensing. Under the City of Houston ordinance, fireworks and/or firecrackers shall be prohibited on Property.
- 7.5 Residents shall be prohibited from leaving cigarettes, cigars, matches, etc. improperly extinguished within the buildings, Common Elements, or any section of the Property. Owners, Residents, and/or Associates shall dispose of their respective cigarettes, cigars, matches, etc. in the designated receptacles, and shall be held liable for littering or any damages that arises from use thereof.
- 7.6 Vandalism shall be prohibited and violators shall be prosecuted under Section 11 of the Policy and all applicable local, state, or federal laws.

8. Holiday Decorations and General Housekeeping

- 8.1 Holiday decorations in the Common Elements shall require an Architectural Modification Request form to be completed and Board approval.
- 8.2 Holiday Decorations shall not be attached to any portion of the building, except for the Owner and/or Resident's door, window, and/or wrought iron burglar bars (if applicable). No decorations shall be permitted on the ground, outside or in front of Owner's or resident's Units, or in any area of the Common Elements or affixed to any item in the Common Elements or any section or portion of the Building. Owners shall be liable for all damages and/or issues

that occur with Holiday Decorations installed by said Owner and/or their Resident.

- 8.3 Holiday decorations shall be permitted thirty (30) days prior to the date of the holiday and shall be removed no later than ten (10) days after said holiday.
- 8.4 Any Holiday Decorations, or any other decorations for any other purpose, inside an Owner and/or Resident's Unit, which is visible from the outside shall adhere to all restrictions set-forth in Section 8 of the Policy.
- 8.5 As per Article VI, Section 5 of the Bylaws, no signs or other advertising devices which are visible from the exterior of any Unit or upon the Common Elements shall be displayed without Board approval.
- 8.6 The Association provides a community dumpster for refuse. All Owners, Residents and their Associates shall be required to dispose of their refuse in the community dumpster. Owners and/or Residents shall be held responsible for refuse left or discarded by their Associates. All refuse shall be placed in the community dumpster in a manner such that prevents the refuse from spilling and/or accumulating on the ground adjacent to the community dumpster, the roof or lid of the community dumpster, or any area around the community dumpster and/or the Common Elements. Refuse shall not be placed outside an Owner, and/or Resident's door, or in any area of the Common Elements for duration longer than 24 hours. Owners shall be held responsible for their Resident and/or Associates' actions regarding refuse disposal. It shall remain the duty of the Owner to provide their Resident and/or Associate access to the community dumpster in the form of a key or other acceptable manner depending upon the locking mechanism of the community dumpster at that time.

- 8.7 Mops, laundry, rugs or other items shall not be hung from banisters, stairwells, or any furniture, fence or attached to any other item in the Common Elements and/or the Property.

9. Potted Plants

- 9.1 The purpose of this section shall be to clarify and prevent future disturbances due to individual interpretations concerning acceptable walk-way clearances in the Common Elements as well as to prevent obstructions in the Common Elements and maintain the required 36" clearance, unless otherwise specified, in all balconies, walkways, or other areas required to maintain this clearance as outlined by the City of Houston Fire Code and/or the stricter regulations in the National Fire and Protection Association: Code and Standards (NFPA). Potted Plants shall be defined as any plant which an Owner and/or Resident, not the Association, places directly in front of their Unit for their personal care and enjoyment, and shall include any type of planter or potting canister currently manufactured to house all, but not limited to, flowering plants, vegetable plants and/or fruiting plants provided that they do not produce foliage that creates damage to the Building, the Common Elements, or any area of the Property, or create excessive debris. The definition of Potted Plants shall also include Balcony Plants and Hanging Baskets (herb plants shall not be allowed or considered as a Potted Plant). Potted Plants shall be a privilege and shall only be allowed directly in front of the Unit for which an Architectural Modification Request is submitted and Board approval is obtained by said Owner. The Board and/or the Association shall not be held liable for issues arising from the granting of this privilege. As prohibited by Article VI Section 7 of the Bylaws, empty pots, or other items shall be prohibited from being stored outside of a Unit.
- 9.2 Potted Plants shall be limited in number to five (5) per Unit, and shall not be transferable to other Units. All potted plants shall require approval by the Board

- in the form of an Architectural Modification. The Board shall retain the right to extend the limitation on the number of Potted Plants to no more than ten (10). The Owner shall request the extension on the number of Potted Plants in writing, in the form of an Architectural Modification. The maximum Potted Plants allowed shall be ten (10) and at no time shall the Board extended the number of Potted Plants allowed above ten (10) per Unit, or allow for transfer of this privilege to another Unit and/or Owner.
- 9.3 Pots shall be terracotta in color. Pots shall be limited in size to the range no larger than 12 inches and no smaller than 8 inches respectively on the ground. Balcony and ground plants shall only be allowed in front of the Unit for which an Architectural Modification Request has been submitted and Board approval obtained. Window boxes and balcony plants shall only be allowed in 12-14 inch rectangular pots or 8-6 inch terracotta pots with the appropriate rectangular or circular black iron mounting apparatus, specifically designed and manufactured for such use. Window boxes and balcony plants shall not exceed twenty-five 25 pounds per every three feet of banister for which it is attached.
- 9.4 Hanging Baskets are not permitted in any installation except for those installed, funded, and maintained by the Association.
- 9.5 All price tags, commercial advertisements, or other stickers or signage shall be removed from all Potted Plant containers and mounting apparatus.
- 9.6 All indoor Potted Plants placed outside for watering shall be taken indoors within 24 hours from the time the Potted Plant was placed outdoors. Any Potted Plant remaining will be removed by the Association at the Unit Owner's expense.
- 9.10 Plants shall not be allowed to grow in such a manner as to which the plant attaches itself to any portion of the Building, Common Elements or any other

part of the Property in order to prevent damage to the paint and structural integrity of the Building.

- 9.11 Storage of pots, saucers, as prohibited in Article VI Section (7) of the Bylaws, shall be prohibited. All apparatuses including, but not limited to, iron stands, pedestals or other types of items specifically manufactured to hold Potted Plants on the ground shall be approved by the Board in the form of an Architectural Modification Request. Pots, such as cooking or any other container not specifically manufactured for planting, and not terracotta in color, shall not be considered an acceptable apparatus for holding Potted Plants. All pots must contain a viable, living plant and shall be maintained in an aesthetically pleasing manner. Seedlings, rehabilitations, vegetable or herbal plants shall be prohibited.
- 9.12 The Board reserves the right to revoke any and all Architectural Modifications and/or privileges extended in Section 9 of the Policy, with a thirty (30) day written notice. All damages resulting from the privileges in Section 9 of the Policy shall be the sole responsibility of the Owner of the Unit for which the privilege was granted. All Architectural Modifications shall be legally binding to the Unit for which it is issued and shall become the sole responsibility of the Owner. The Board must notify the Owner of the Unit when an Architectural Modification is submitted by said Owner's Resident. All privileges granted in Section 9 of the Policy shall not be transferable from either Owner to Owner, Owner to Resident, and/or Resident to Resident in either the same Unit for which the privilege was granted, or for other Units in the Property.
- 9.13 There shall be no planters or ground plants of any kind within a five foot perimeter of the swimming pool to ensure proper ingress and egress from the facility; and at no time shall the Board of Directors overrule this provision.

10. Leasing and Selling

- 10.1 It shall be the responsibility of all Owners to make sure their tenants comply with the Declaration, Bylaws and the Policy. It shall be the responsibility of the Unit Owner to have Montrose Place Townhomes Governing Documents Acknowledgement form signed, dated, and delivered to the Management Company acknowledging that said tenant has received a copy of our Governing Documents. The Management Company shall require Montrose Place Townhomes Governing Documents Acknowledgement form to be signed at the time of closing on a Unit for sale and/or transfer of title, and a copy of said form shall be maintained on file with the Association's Management Company and a copy shall be including with the Owner's closing documents. The Management Company shall provide a copy of all governing documents to the Owner at the time of sell and/or transfer of Unit title.
- 10.1 Owner shall notify the Management Company or Board of Directors if tenant is a convicted felon and/or a registered sex offender.
- 10.1 All tenants shall be a legal resident, 18 years of age or older.
- 10.1 Owners shall notify tenants of moving hours:
Sunday thru Thursday 8:00 AM thru 11:00 PM
Friday thru Saturday 8:00 AM thru 12:00 AM
Tenants shall be prohibited from moving in or out of Unit at any other time.
- 10.2 The Association relies upon each Owner to thoroughly and properly screen the occupants of their Condominium Units. It is also recommended that each Owner perform a prior rental history check on all potential tenants. Any liability or issues that arise from Owner's failure to conduct a background check or to thoroughly screen their Tenants prior to leasing shall become the sole responsibility of the Owner, and all cost and fees associated with the remedy of such issues or liabilities shall be charged back to said Owner.

- 10.3 No Owner shall rent, lease, or let their Unit without prior written Board approval, as provided by Article VI Section 3 of the Bylaws. Owners shall provide the Management Company, in behalf of the Association, copies of all documents used in selecting a tenant. These documents would include, but are not limited to, a copy of the lease agreement, a copy of background check information, the Association Tenant Questionnaire, and Association Governing Documents Acknowledgement. Failure to provide these documents does not constitute approval by the Board. All renting, leasing, or letting not officially approved by the Board, and Owner's lack of documentation shall deem the renting, leasing, or letting of said Unit as illegal under the current governing document provisions and shall result in legal action against said Owner. As per Article VI, Section 3 **"such leasing, renting or letting shall be for single-family residence purposes and shall be for a term of no less than six (6) consecutive months in duration; no rooms in a Unit may be rented and no transient tenants accommodated; and any lease shall be in writing and shall contain covenants obligating the tenant to comply with this Declaration and Master Deed."** The management company shall keep these documents in the Association's files for use, if necessary.
- 10.4 Leases shall list every resident living in the Condominium Unit and Owners shall furnish a copy of the lease to the Management Company and/or Board of Directors.
- 10.5 Leases shall be in writing and must provide that the lease is subject to the terms of our Governing Documents, and that noncompliance with any terms or condition of these documents shall constitute grounds for default under the lease.
- 10.6 If a Resident and/or Associate violates any of the terms and conditions of the Association's Governing Documents and the Board requests the eviction of the Resident, the Owner shall begin eviction proceedings immediately. The Owner shall provide the Board with written proof that eviction proceedings have begun

within ten (10) days after receiving notice of the eviction request from the Board or the Board may commence legal proceedings against the Owner.

- 10.7 If due to the act or negligence of an Owner, or his Resident and/or Associate, causes damage to the General Common Elements or to a Condominium Unit(s) owned by others, or maintenance, repair or replacement are required which would otherwise be a common expense, then such Owner shall pay for such damage or such maintenance, repair and/or replacements, as may be determined by the Association. Each Owner shall be held legally liable for any damages caused to the Association property and all violations of the Associations Governing Documents by any Resident and/or Associate.

11. Non-Compliance

- 11.1 The Association, acting through the Board, is authorized to impose reasonable Fines/Fees against Unit Owners for various violations. The Association has the authority to define or add to these rules as necessary, and shall do so in the form of unanimous written consent of the Board and shall be filed with the Governing Documents in the Condominium Records of Harris County, Texas. These fines are not meant to punish Owners or cause any discontent. The Policy is meant to ensure that the Property and Common Elements are preserved in an attractive and orderly environment for enjoyment by Owners, Residents, and/or Associates as well as for the purpose of maintaining the resale value of the property and Owners' Units. Communication directly to a Board member regarding violations to the Declaration, Bylaws, and/or the Policy by conversation shall not be considered for action by the Board. All complaints for consideration shall be in writing, either in e-mail, typed letter, or other acceptable form of communication, and shall be directed through the Management Company prior to Board notification.

- 11.2 Owners shall be responsible for assuring that their Residents and/or Associates comply with the provisions of the Declaration, Bylaws and the Policy. In the event an Owner, Resident, and/or Associate violate any of the provisions of the Declaration, Bylaws and/or the Policy, the Board shall have the authority to impose a fine upon the Owner of the Unit for each violation.
- 11.3 Upon determining that a violation of the Declaration, Bylaws and/or the Policy, or other damages have occurred, the Board shall mail or deliver a written Notice Letter to the Owner and, if applicable, the Resident of the Unit:
- 11.3.2 Allowing the Owner a reasonable time, by a specified date, to cure the violation and avoid the fine; provided, however, that if the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) month period, the fine may be levied immediately without giving the Owner a reasonable time in which to cure the violation as outlined in Section 11.5.1 of the Policy.
- 11.3.3 Violations of Section 9 of the Policy shall result in removal of item without notice, on the thirty-first (31) day from date of notice, and this shall be in addition to all other remedies provided for in Section 11. All charges associated with removal shall be levied against the Unit for which the violation pertains and shall become the sole responsibility of the Owner of said Unit.
- 11.4 Any fine or damage charge levied against an Owner, pursuant to the Fine Schedule set out herein, shall become part of the assessments for which the Owner is responsible for payment, which said assessments are secured by a continuing lien in favor of the Association as provided in Section 82.113 of the TUCA.

11.5 The Association has adopted the Schedule of Fines set forth:

SCHEDULE OF FINES:

A charge of \$25.00 will be assessed to the Owner for each additional copy of the Policy should the Association or Management Company be asked to provide to Owners and/or their Resident.

11.5.1 The table herein outlines the Fines process to be followed:

Notice Letter	A Notice Letter is sent to Owner describing offense and allowing thirty (30) days for Owner to correct violation or Request Notification To Be Heard before the Board.
1st Occurrence and/ or Nonresponsive to Notice Letter	\$25.00 fine and Second Notice Letter sent to Owner allowing fifteen (15) days for Owner to remedy violation
2nd Occurrence and/or Nonresponsive to previous Notice Letters	\$50.00 fine and Third Notice Letter sent to Owner describing offense and allowing fifteen (15) days for Owner to remedy violation.
3rd Occurrence and/or Nonresponsive to previous Notice Letters	\$75.00 fine and Fourth Notice Letter sent to Owner describing offense and notification that failure to remedy violation within ten (10) days of Notice Letter shall result in the Association referring the matter to the Association's Attorney.
Subsequent Occurrence within a twelve (12) month cycle.	\$100.00 fine and Notice Letter indicating that due to repeated violation and/or lack cooperation shall result in matter immediately referred to Association's Attorney.

11.5.1. Exceptions:

11.5.1. (a) \$200.00 citation shall be immediately assessed for the following offenses: leaving cigarettes, cigars, matches, etc. improperly extinguished within the buildings; vandalism, firearms violations, fireworks violation; and for refusal to allow entry to a Condominium Unit for the purpose of identifying, correcting and/or repairing any incidence that may cause damage to a General Common Element or Limited Common Element and/or Owner Unit, as provided in Section 5(c) of the Declaration; any violation of section 3.11.18, 3.12, 5.7, and 8.6 of the Policy.

12. Severability

12.1 If any of these provisions is ruled to be invalid, the remainder of these rules shall remain in full force and effect.

We direct that this consent be filed with the minutes of the proceedings of the Board of Directors of the Association and in the Official Public Records of Harris County, Texas, to constitute notice to all Owners and Purchasers of lots within the Property of its existence.

This consent shall be executed pursuant to Article 9.10 of the Texas Non-Profit Corporation Act authorizing the taking of action by the Board of Directors by unanimous consent without a meeting. This consent is executed in multiple counterparts, which, when placed together, shall constitute the fully executed original instrument.

BOARD OF DIRECTORS
OF
MONTROSE PLACE TOWNHOMES OWNERS ASSOCIATION

_____	By: _____
Date	Mr. Tony S. Vines, Board President
_____	By: _____
Date	Mr. Robert Jaffe, Board Vice President
_____	By: _____
Date	Ms. Mary Newsome, Board Secretary
_____	By: _____
Date	Mr. Bill Kelly, Board Treasurer
_____	By: _____
Date	Mr. Chase L. Vines, Parliamentarian