

SECRETARY'S CERTIFICATE

AMENDED AND RESTATED RULES AND REGULATIONS
FOR
ONE ASHFORD OWNERS ASSOCIATION, INC.

FILED

2/2/2011

8:00 AM

Stan Stewart
COUNTY CLERK
HARRIS COUNTY

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

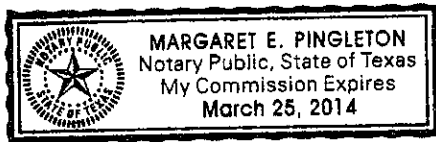
The undersigned, being the duly elected, qualified, and acting Secretary of **ONE ASHFORD OWNERS ASSOCIATION, INC.**, a Texas non-profit corporation, the corporation set forth and described in that certain "Declaration of Condominium for One Ashford Condominiums" filed in Volume 130, Page 1 of the Condominium Records of Harris County, Texas, together with all amendments thereto as (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, correct copy of the Amended and Restated Rules and Regulations for One Ashford Condominiums ("Rules") duly adopted by the Board of Directors (the "Board") at a duly called meeting held on NOVEMBER, 18, 2010. Such Amended and Restated Rules are being recorded in the Public Records of Harris County, Texas pursuant to the requirements of §202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand and at Houston, Texas, this 18 day of NOVEMBER, 2010.

Gloria J. Hodge
GLORIA J. HODGE Secretary
of One Ashford Owners Association,
Inc., a Texas non-profit corporation

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 24th day of December, 2010, by Gloria HODGE, Secretary of One Ashford Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Margaret E. Pingleton
Notary Public in and for the State of
Texas

RECORD AND RETURN TO:

Frank, Elmore, Lievens,
Chesney & Turet, L.L.P.

Attn: Richard C. Lievens

~~808 Travis, Suite 2600~~ 9225 Katy Fwy #250
Houston, Texas 77002-77024-1564

OFFICE OF
STAN STANART
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK

209233
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ONE ASHFORD OWNERS ASSOCIATION, INC.
SECRETARY'S CERTIFICATE AMENDED AND
RESTATED RULES AND REGULATIONS

THIS IS PAGE 1 OF 4 PAGES

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**AMENDED AND RESTATED
RULES AND REGULATIONS FOR
ONE ASHFORD CONDOMINIUMS**

These Amended and Restated Rules and Regulations for One Ashford Condominiums amend, restate and replace in their entirety (i) the Rules and Regulations for One Ashford Condominiums adopted by the Board of Directors of the Association to be effective as of August 15, 1994, as filed for record on August 9, 1994 under County Clerk's File No. R002757 of the Real Property Records of Harris County, Texas; (ii) the Supplemental Rules and Regulations for One Ashford Condominiums adopted by the Board of Directors of the Association to be effective as of February 27, 1995 filed for record on March 3, 1995 under County Clerk's File No. R293836 of the Real Property Records of Harris County, Texas; (iii) the Supplemental Rules and Regulations for One Ashford Condominiums adopted by the Board of Directors of the Association to be effective as of April 23, 1996, as filed for record on June 21, 1996 under County Clerk's File No. R985870 of the Real Property Records of Harris County, Texas; (iv) the Supplemental Rules and Regulations for One Ashford Condominiums adopted by the Board of Directors of the Association to be effective as of January 1, 1998, as filed for record on May 8, 1998 under County Clerk's File No. T010352 of the Real Property Records of Harris County, Texas; (v) the Corrected Supplemental Rules and Regulations for One Ashford Condominiums adopted by the Board of Directors of the Association to be effective as of January 1, 1998, as filed for record on September 25, 1998 under County Clerk's File No. T288078 of the Real Property Records of Harris County, Texas; (vi) the Amended and Restated Rules and Regulations for One Ashford Owners Association, Inc. adopted by the Board of Directors to be effective January 16, 2003, as filed for record under County Clerk's File No. W455327 of the Real Property Records of Harris County, Texas; and (vii) the Corporate Resolution amending the Rules and Regulations (Paragraph 4, "Common Area Floor Coverings and Modifications to Interior Flooring") dated effective December 22, 2008, filed under Film Code 205093 of the Condominium Records of Harris County, Texas.

The Amended and Restated Rules and Regulations for One Ashford Condominiums ("Rules") which follow have been adopted by the Board of Directors ("Board") of One Ashford Owners Association, Inc. (the "Association") pursuant to the authority vested in the Board to do so as set forth in the Declaration of Condominium for One Ashford Condominiums (recorded in Volume 130, Page 1 of the Condominium Records of Harris County, Texas, together with all amendments thereto), and the Texas

Uniform Condominium Act (Chapter 82 of the Texas Property Code; specifically Section 82.102).

1. **PARKING.** Vehicles may not be parked within the development in any manner which violates any signs prohibiting and/or restricting parking. Parking within the development, including parking within assigned covered parking spaces, shall be restricted to non-commercial, passenger vehicles commonly used by families as a means of transportation, pick-up trucks not exceeding one ton in capacity, and motorcycles. Commercial vehicles, including service vans and pick-up trucks over one ton, shall not be permitted on any part of the property overnight. Pleasure craft or recreational vehicles (including boats, wave runners, motor scooters, trailers, etc.) must be stored off-site. All permissible vehicles (described above) must be operable, display current license plates, current vehicle registration, and current inspection stickers. In addition, to prevent damage to the perimeter fence, any vehicle parked against the perimeter wooden fence must pull into the parking space (front-in/nose in) and not back into the parking space (rear-in/tail in). Any vehicle that backs into a parking space, including an assigned covered parking space) against any wooden fence shall be in violation of these Parking Rules. Any vehicles parked within the development (include parked within assigned covered parking spaces) in violation of the foregoing shall be subject to towing pursuant to the Texas Towing Statute (Chapter 684 of the Texas Transportation Code). Further, the non-compliance may result in the levy of fines against the Owner of a Unit in violation of this paragraph where such violator is the Owner, or any tenant, guest, or invitee of Owner.
2. **FRONT DOORS AND LIGHT FIXTURES.** No modifications or improvements to a front door, including but not limited to paint, door handles and hardware, will be made without the prior written consent of the Board of Directors. No modification or change of light fixtures by front doors, on patios and on balconies will be made without the prior written consent of the Board of Directors.
3. **PATIOS AND BALCONIES.** No modifications or improvements to a patio or balcony will be made without the prior written consent of the Board of Directors.

All patio screen doors must be kept in a neat and attractive condition

No item weighing more than two pounds (2 lbs.) may be suspended from the ceiling in any patio area. No items may be permanently attached to a wall of a patio area.

No resident shall conduct any activity on the balcony that results in debris, spillage or runoff falling, splashing or dripping onto the common area or patio areas located below.

4. **COMMON AREA FLOOR COVERINGS AND MODIFICATIONS TO INTERIOR FLOORING.**

A. **Common Area Floor Coverings.**

1. No floor covering or artificial surface may be placed in the front door area of a unit, on a patio balcony, on a patio area or balcony other than a carpet or mat not exceeding thirty-six inches (36") in width and twenty-four inches (24") in length. However, any owner or resident who installed or placed any such floor covering as described herein as of February 27, 1995 shall not be required to remove same, it being the express intent of the Board to apply this rule prospectively but not retroactively as of the date such rule originally became effective.

2. No tile or stone flooring may be installed on a patio or balcony without the prior written consent of the Board of Directors.

B. **Modifications to Interior Flooring.**

1. These Rules shall apply to modifications, from and after the effective date of these Amended and Restated Rules and Regulations, to certain flooring within living/family rooms, bedrooms, and dining rooms (generally all such interior rooms with the exception of bathrooms, entry rooms, and kitchens) in all Condominium Units located on a second or third story which are situated above a separate downstairs Condominium Unit. The prior Rules regulating Modifications to Interior Flooring adopted effective December 22, 2008, filed on January 23, 2009 under Harris County Film Code 205093 (Clerk's File No. 20090028378) of the Condominium Records (the "Prior Interior Flooring Rules") are and shall be rescinded as of the effective date hereof.

2. These flooring Rules shall not apply to first floor Condominium Units.

3. All flooring within living/family rooms, bedrooms, and dining rooms (generally all such interior rooms with the exception of bathrooms, entry rooms, and kitchens) of all Condominium Units located on the second or third floor of any building must consist of carpeting over padding (i.e. the original build-out standard when the Condominium Units were initially constructed and sold by the Declarant).

4. Any Owner who has installed flooring in his/her unit prior to the effective date hereof shall continue to be bound by the applicable provisions in the Declaration prohibiting any act or omission which constitutes or may constitute a nuisance or annoyance, including any nuisance or annoyance created or resulting from excessive noise transmission due to modifications of flooring assemblies or otherwise and shall be subject to appropriate injunctive relief to abate any such nuisance or annoyance. Furthermore,

to the extent that any Owner of any upstairs Condominium Unit heretofore installed any hard surfaced flooring (whether wood, tile, laminates, linoleum, etc.) in compliance with the Prior Interior Flooring Rules, but there are complaints by downstairs residents of excessive noise transmission between the floor/ceiling assemblies such that such conditions constitute a nuisance or annoyance which violate the applicable provisions of the Declaration, then such upstairs Condominium Unit Owner shall be obligated to take reasonable measures to mitigate noise transmission between the floor/ceiling assemblies to reasonably acceptable levels, by the placement of area rugs over any of such hard surfaced flooring.

5. Any Owner who fails or refuses to comply with the requirements of this Rule shall be liable to the Association or any other Unit Owner damaged as a result of such failure to comply with this Rule, and shall be subject to appropriate injunctive relief to mandate the removal of any flooring in violation of this Rule..

5. **ITEMS ALLOWED ON BALCONIES/PATIOS ONLY.**

BBQ grills, cookers, hibachis: Be aware that it is against city fire code to cook within the balcony or other common areas near the building. Due to fire risk, it is urged that cooking be done in the parking lot area.

Bicycles (allowed only on the patios and balconies and not attached to walls or ceilings)

Free standing plant stands and plants (not attached to the walls)

Hanging Plants (2 lb. weight limit)

Patio furniture (outdoor table & chairs, outdoor lounge chairs)

Thermometers (not attached to walls)

It is requested that hanging baskets be suspended from the one inch wood edge instead of from the weaker soffits (ceiling).

6. **ITEMS ALLOWED OUTSIDE FRONT DOORS ONLY.**

Free standing plant stands and plants (not attached to the walls)

Carpet/rugs in good condition not larger than 36" x 24"

Seasonal door adornments (not nailed or fastened directly to the door; for example a wreath should be hung on a wreath hanger)

7. ITEMS PROHIBITED ON BALCONIES/PATIOS AND IN FRONT DOOR AREAS.

Beach/Pool items, folding beach chairs

Boxes (plastic or cardboard)

Cleaning items, i.e. brooms, buckets, cleaning chemicals

Clothes, sheets, towels, indoor rugs or similar household items

Coolers/ice chests

Dead or unattended plants

Decorative non-seasonal flags

Detached patio screen door

Exercise equipment, including weights and barbells

Firewood

Fishing poles

Floor covering/artificial surface larger than 36" x 24"

Gardening accessories, i.e. gardening tools, potting soil, empty plastic plant containers, water hoses, shovels, hoes, etc.

Grill accessories, i.e. charcoal briquettes and lighter fluid

Hanging plants of more than 2 lbs. in weight

Hardware, i.e. tools and hammers

Indoor Furniture (including free standing and folding)

Items permanently attached to wall (including brackets, shelving and satellite dishes)

Overly large adornments and non-seasonal decorations not in conformance with color scheme of the condominiums

Lattice work

Motorcycles

OFFICE OF
STAN STANART
COUNTY CLERK, HARRIS COUNTY, TEXAS
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ONE ASHFORD OWNERS ASSOCIATION, INC.
SECRETARY'S CERTIFICATE AMENDED AND
RESTATED RULES AND REGULATIONS

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SCANNER KM-4850w

Paints and flammable materials such as charcoal starter

Paper goods, i.e. newspapers and sacks

Pet cages/carriers

Screening, i.e. enclosure type rubber netting, plexiglass or metal chicken wire

Toys

Trash related items, i.e. trash bags, trash cans

Vehicle parts and accessories

Any other items the Board of Directors of the Association deems hazardous, unattractive, out of season, or otherwise not in compliance with this rule.

8. INSURANCE

Owners shall be responsible to purchase insurance covering the interior portions of their Unit, and the furnishings, and contents thereof which are not covered by the policy of insurance carried by the Association (insurance typically available to cover such risks for units which are owner occupied are written as "HO-BCON policy", sometimes referred to as "Condominium Owners Insurance" herein). Condominium Owners Insurance may also provide Owners with liability coverage arising out of the ownership and occupancy of the unit, additional living expenses and loss assessment protection. With this coverage, the difference in the deductible on the Condominium Owners Insurance and the Association's policy will typically be paid by the Condominium Owners Insurance. Owners who do not occupy his/her/their Unit but rent it out are urged to check with his/her/their personal insurance professional/agent to determine what coverage may be available. Any owners who do not purchase insurance covering the interior portions of their Unit, and the furnishings, and contents thereof (whether under a HO-BCON policy or otherwise) shall be deemed to "self-insure" such items at his/her/their sole expense and risk. PROVIDED, HOWEVER, that whether an Owner occupies his/her/their Unit or rents it out, each Owner shall be REQUIRED to obtain and maintain in force and effect Liability Insurance covering damage to the Unit, the building, other units in the building, and to other unit owners arising or resulting from such Owner's ownership or occupancy of the Unit, in such minimum amounts as may be required from time to time by the Board, but in any event, in a coverage amount not less than \$500,000.00, whether such liability insurance is part of an HO-BCON policy or other insurance policy.

9. INSURANCE DEDUCTIBLES

- A. Section 82.111(a) and (b) of the Texas Property Code ("TUCA") generally provides that the Association must obtain and maintain insurance policies covering the buildings, common elements, and units.

- B. Section 82.111(c) of TUCA provides that if the insurance required by 82.111(a) and (b) of TUCA is not reasonably available, that generally the Association shall cause notice of that fact to be delivered or mailed to all owners and lienholders.
 - C. The insurance required by 82.111(a) and (b) is generally available, it is only reasonably available with a policy deductible.
 - D. The Board of Directors has obtained insurance policies required by 82.111(a) and (b) of TUCA, however the Board, having considered all relevant factors and based upon its business judgment, has determined that such insurance is only reasonably available with a policy deductible, and it is reasonable and customary for a condominium association located in Houston, Harris County, Texas to obtain such insurance with a stated policy deductible.
 - E. Pursuant to this Rule regarding Insurance Deductibles, the Board of Directors hereby (i) notifies all owners and lienholders pursuant to 82.111(c) of TUCA that the insurance required by 82.111(a) and (b) has been obtained and shall be maintained with a stated policy deductible, so that the Association shall procure such insurance covering the buildings, common elements and units for an appropriate amount LESS and EXCEPT SUCH DEDUCTIBLE AMOUNT.
 - F. Pursuant to this Rule:
 - 1. Notice is hereby given to all owners and lienholders that the insurance obtained by the Association as required by 82.111(a) and (b) of TUCA has a stated deductible, and as a result, the Association has procured insurance covering the buildings, common elements, and units for an appropriate amount LESS and EXCEPT such deductible amount.
 - 2. Notice is further hereby given that if any portion of the condominium (building, common elements or units) is damaged such that the cost to repair such damage is less than the stated deductible amount, the Association shall repair and/or replace the common elements so damaged but shall not repair or replace any portion of a unit so damaged.
 - 3. Each Unit Owner shall pay for damages to the Condominium or any other unit not covered by the Association's insurance (whether as a result of the application of the insurance deductible relating to same or otherwise) resulting from the failure or malfunction of any component or item within or forming a part of the Unit, whether constituting a fixture (whether plumbing, electrical, etc.) appliance, or any item of personal property, irrespective of negligence.
10. **PETS.** Pet owners are responsible for cleaning up after their pets. Pets must be leashed. Pets are not permitted to run loose within the development. Pets may not be kept unattended on a patio or on a balcony. Pets are not allowed in the pool or pool enclosure at any time.

No pet exceeding thirty pounds (30 lbs.) shall be permitted within the development at any time. Aggressive or threatening animals must be removed immediately.

Exotic animals are strictly prohibited from the property.

No more than two (2) household pets may be kept in each unit. This rule applies to resident or visiting pets.

11. 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 One Ashford 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 sub-paragraph D 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 30th day after the date an Owner leases a Unit to a tenant/occupant, the Owner shall provide the Association with the following:
- a. 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);
 - b. 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 (a) above, the name, address, and telephone number of each and every person occupying the Unit as a tenant/occupant under lease; and
 - c. 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 (a) above, the name, address, and telephone number of any person managing the Unit as agent of the Unit Owner.
 - d. A written Statement signed by the Owner stating that the Owner conducted the Tenant Screening as required by Paragraph 1 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-COMPLIANCES.** Owners who fail or refuse to provide the documentation required by paragraph 3 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 Five Dollars (\$5.00) per day 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 3 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.

12. **STRUCTURES**. No structures of any type may be constructed or placed within the development for any length of time without the prior written consent of the Board of Directors.
13. **WINDOW COVERINGS**. All windows in a unit are required to have appropriate window covering. All window coverings must be a neutral color. For the purpose of the rule, a "neutral color" includes white, off-white, beige, tan and cream. Any deviation from the aforementioned colors is not allowed. Colors that are not permitted include, but are not limited to, green, blue, yellow, orange, red, pink, brown or wooden tones. Window tinting, film, solar screen, foil, and similar types of materials are not permitted on windows. Any window tinting which existed as of January 1, 1998, shall not be required to be abated or removed unless it is in a deteriorated or faded condition. Further, the window tinting may not be replaced or reconditioned.

All interior window coverings (whether draperies, blinds, shutters, shades, or any other type of whatever material including fabric, wood, plastic, vinyl, metal, etc.) must be kept in a neat and attractive condition
14. **GARBAGE**. Garbage must be placed in plastic trash bags and tightly secured. All such trash bags must be placed inside the Association's trash bins, not on the ground next to the trash bins or at other locations. Trash bags may not be placed outside the door of a unit for any period of time. Appliances, mattresses and similar items which are too large to be placed in a plastic trash bag must be removed from the property by the owner. Construction/renovation debris shall not be placed in the Association's trash bins and must be removed from the property by the owner.
15. **CLOTHES**. Clothes, sheets, towels, rugs and similar items may not be hung in patio areas, on balconies, over the railing or fence enclosing a patio area or balcony, or anywhere else within the development.
16. **BOATS/TRAILERS**. Trailers, mobile homes, recreational vehicles and boats may not be parked or kept within the development more than twenty-four (24) hours during any seven (7) day period.
17. **AUTOMOBILES**. No repairs, including but not limited to oil changes and brake jobs, to passenger vehicles may be made within the development. No modifications, including but not limited to painting and installation of audio system, to passenger vehicles may be made within the development. No passenger vehicle will be water washed within the development.

18. **PLANTS.** No plants, bushes or trees may be planted within the development without the prior written consent of the Board of Directors. Plants in patio areas or on balconies must be maintained in a neat and attractive condition.
19. **NOISE.** No owner shall engage in any activity which unreasonably disturbs surrounding owners at any time. Owners must be particularly conscious of noise between 10:00 p.m. and 8:00 a.m.
20. **COMMON AREAS.** No items of personal property may be stored for any length of time on the general common elements.
21. **PROPERTY GATE VEHICLE USAGE.** That portion of the gate designated as "Entrance" shall be used solely to enter the development. That portion of the gate designated as "Exit" shall be used solely to exit the development. The "Entrance" gate shall not be used as a means egress or exit. The "Exit" gate shall not be used as a means of ingress or entrance.
22. **SWIMMING POOL RULES.** Swimming Pool Rules are attached hereto as Exhibit "A" (which Rules may be posted at the Swimming Pool from time to time) and are incorporated herein by reference.
23. **SATELLITE DISHES.** Satellite dish installations are governed by those certain "Guidelines Regarding Satellite Dishes and Antennas" adopted by the Board on July 21, 2005, and filed for record under County Clerk's File No. Y746553 of the Real Property Records of Harris County, Texas, reference thereto being hereby made for all purposes.
24. **ENFORCEMENT.** All violations of the Rules and Regulations of the Association shall be verified by a member of the Board of Directors of the Association or the Association's managing agent. Upon verification of a violation of the rules, the Association shall, through its managing agent, forward written notice thereof to the owner who violated the rules. If a rule is violated by a tenant or guest of an owner, or the guest of a tenant, written notice shall also be forwarded to the tenant. All notices of violations shall be forwarded to the appropriate owner at the most current mailing address provided to the Association by such owner. The notice shall (1) describe the violation, (2) state a reasonable period of time within which the owner shall have to cure the violation and avoid a fine and (3) notify the owner that a fine will be levied unless the violation is cured within the stated period of time. The notice shall further set forth the amount of the fine to be levied and indicate how frequently the fine will be levied if the violation of the rule continues to exist. Not later than that 30th day after the date of such notice, the owner/resident may request a hearing before the Board of Directors to contest the fine. Provided that, the opportunity to cure the violation and avoid the fine need not be given if the owner was given notice and an opportunity to cure a similar violation within the preceding twelve (12) months. Upon levying the fine, the Association shall give written notice to the owner not later than the 30th day after the date of levy.

The amount of the fine to be levied against an owner for the violation of a rule shall be \$50.00. If a violation continues to exist after the period given in the notice to cure the violation, an additional fine in the amount of \$5.00 shall thereafter be levied against owner each day that the violation continues to exist. Fines shall be collected in the same manner as assessments.

25. EFFECTIVE DATE. These rules shall be effective on _____, _____, 2010.

OFFICE OF
STAN STANART
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK
209236
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ONE ASHFORD OWNERS ASSOCIATION, INC.
SECRETARY'S CERTIFICATE AMENDED AND
RESTATED RULES AND REGULATIONS

THIS IS PAGE 4 OF 4 PAGES

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EXHIBIT "A"
SWIMMING POOL RULES

1. **SWIMMING POOL RULES AND POLICIES.** The swimming pools and other common areas are for use by all owners and residents. Owners and residents will abide by the rules for recreational facilities and public facilities as posted in such areas from time to time by the Board of Directors. Permission must be requested in writing from the Board of Directors to hold parties or meetings at the pool.
2. **POOL GATES.** POOL GATES ARE TO BE CLOSED AT ALL TIMES IN ACCORDANCE WITH THE CITY OF HOUSTON CODE ORDINANCE. Gates must be closed upon entering and exiting the pool area.
3. **POOL HOURS.** Normal pool hours are from 8:00 a.m. to 8:00 p.m. No music after 8:00 p.m. is allowed. Radios, etc., must not annoy others. Battery powered radios only. City of Houston Code and liability insurance prohibit electrical items and extension cords.
4. **LIFEGUARDS.** THERE ARE NO LIFEGUARDS ON DUTY. No one should swim alone. A parent or an adult resident over the age of eighteen must accompany children under eighteen (18) years of age. Use of swimming pool is at the sole risk of the user; and anyone using the swimming pool shall be deemed to have assumed such risk and shall be deemed to have released the Association, its Board of Directors, Officers, and Management from any and all liability as to any accidents, injuries or death. The foregoing release shall be binding upon such user and/or any parent, guardian, or other person over the age of eighteen(18) having responsibility, custody, control or supervision of any minor under the age of eighteen (18). Board of Directors and Association are not responsible for accidents, injuries, or deaths.
5. **DIVING.** No Diving – Feet First! Each Time!
6. **CONDUCT.** "Horseplay", running, undue splashing, spitting, indecent language/exposure/behavior and loud music are not allowed. Pets, glass objects, bicycles, and other non-aquatic toys, devices, etc. are prohibited in the pool areas.
7. **HOUSEKEEPING AND CARE OF POOL AREAS.** Housekeeping and care of pool and furniture is to be shared by all users. No pool equipment or furniture may be removed from the pool area. Foreign matter/debris must not be thrown into or about the pool. Decking surface is not heat/burn resistant. Cigarettes stubbed-out on the decking leave permanent yellow/brown stains. Smokers must bring and use ashtrays. Hairpins must be removed before entering the pool. The Association is not responsible for personal items left in the pool area. Found items may be turned in to the management company.
8. **ATTIRE.** Regulation swim suits only; swim trunks for males and bathing suits for females. Modest attire must be observed. No topless sun bathing or nude swimming (skinny-dipping) is allowed.
9. **PETS.** Pets are not allowed in the pool or pool enclosure at any time.

10. **NON-RESIDENTS AND HAZARDOUS CONDITIONS.** If any owner or resident believes that non-residents are using the pool or that a hazardous condition exists, said owner or resident should contact the managing agent or a Board Member immediately.
11. **GUESTS.** All guests in the pool area must be accompanied by a resident. Only two (2) guests per resident are allowed in the pool area at any given time.

ANY PROVISION HEREIN WHICH RESTRICT THE
SALE, RENTAL OR USE OF THE DESCRIBED
REAL PROPERTY BECAUSE OF COLOR OR RACE
IS INVALID AND UNENFORCEABLE UNDER
FEDERAL LAW

ANY PROVISION HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE
DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND
UNENFORCEABLE UNDER FEDERAL LAW

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time
stamped hereon by me, and was duly RECORDED. In the Official Public Records of Real Property
of Harris County, Texas on



FEB 02 2011
Stan Stewart

COUNTY CLERK
HARRIS COUNTY, TEXAS