

RULES AND REGULATIONS FOR RIVER OAKS GARDENS CONDOMINIUMS

The following Rules and Regulations are intended to clarify and supplement the use restrictions set forth in the River Oaks Gardens Declaration of Condominium. They also implement the authority granted to the Board by the Declaration to provide such additional rules for the use of the Common Elements, Limited Common Elements, the Units and Parking Spaces as the Board deems necessary or desirable for the operation of the Condominium.

The terms used in these Rules and Regulations shall have the same definition as those used in the Declaration.

All Residents (which are defined as owners, tenants, lessees, or any other person living on the property) must comply with the terms of the Declaration, By-Laws and these Rules and Regulations.

General Rules

1. All Units shall be used for residential purposes only. Except for leasing or rental, no Unit shall be used for any commercial, business, or professional purpose including retail or warehousing operations, maintaining a professional library or keeping professional records or accounts. Any business operation which involves regular consultation with clients at a Unit is prohibited.

2. *Owners are responsible for the actions of their guests, their tenants and their tenant's guests and will be charged for any damage to the property or Common Elements or Limited Common Elements caused by the Owner, their guests, invitees, visitors, renters, tenants, or any person present on the property with the consent of the Owner. No activity is permitted which violates any City, County, State or Federal law, ordinance or regulation.*

Insurance

1. Each Owner or renter is responsible for obtaining a “homeowner’s”, “renter’s” or other appropriate insurance policy covering all personal property in a Unit. In addition, Owner’s insurance policies must include coverage for furnishings, interior walls and wall covering, floor covering, windows, doors, appliances and all other parts of a Unit that are not Common Elements as well as personal property such as automobiles and contents kept in the Owner’s assigned parking space.

2. *Owners are responsible for repairing any damage to another Unit or to the Common Elements or Limited Common Elements caused by anything in their Unit including, but not limited to, the appliances, commodes, hot water heaters, air conditioning units, ice makers in the Unit or by any plumbing, pipes, fixtures, connections or other utilities that serve only that Owner’s Unit.*

Personal Conduct

1. No Resident shall engage in or permit any activity which disturbs, annoys or creates a nuisance for other Residents. This includes, but is not limited to, excessively loud noises, voices, stereos, televisions, radios, or musical instruments.

2. *Any construction or remodeling activity by contractors before 8:00am or after 6:00pm on weekdays or at any time on weekends is considered a nuisance under these Rules and is absolutely prohibited.*

3. ***Public intoxication, disorderly conduct, physical violence, and obscene or abusive language are not permitted.*** Residents should report any such conduct to the police for appropriate action.

4. ***Unlawful public display or discharge of firearms is strictly prohibited.***

5. Firecrackers, and/or any other fireworks are strictly prohibited.

6. If a Resident has a complaint about noise or loud, disturbing or objectionable conduct from another Unit or Resident, they should first address the person responsible and ask that they comply with these Rules.

If the disruption or noise continues, the Resident should report the disturbance to the appropriate municipal authority and to the Property Manager *in writing*.

Trash Removal

1. Trash will be picked up in front of each Unit on Monday, Wednesday and Friday mornings, or on such other days as the Board may determine. All trash *must* be bagged or otherwise placed in a container. ***TRASH MAY NOT BE PLACED OUTSIDE BEFORE 5:00 a.m. ON THE MORNING OF PICK-UP.***

2. *No plant material, ashes, refuse, debris, cigarettes, or any other un-bagged waste shall be deposited or left by any Resident in any Common Area, including but not limited to sidewalks, lawns, flower beds, planting areas, parking lots or the pool area.*

3. No furniture, appliances or other non-household trash may be placed in the dumpsters or in the dumpster enclosures.

Outside Appearance

1. PRIOR WRITTEN APPROVAL OF THE BOARD OF DIRECTORS IS REQUIRED FOR ANY AND ALL CHANGES OF ANY NATURE MADE TO THE COMMON ELEMENTS, LIMITED COMMON ELEMENTS OR THE EXTERIOR OF ANY UNIT, INCLUDING, BUT NOT LIMITED TO DOORS, WINDOWS, WINDOW SCREENS, LIGHT FIXTURES, FENCES, STORAGE SHEDS, PATIOS, BALCONIES, PLANTINGS OR PARKING AREAS. The Property Manager does not have authority to grant approval without prior Board consent. Failure to obtain such approval may result in the Owner being required to remove unapproved changes and/or restore the property to its original condition at the Owner's sole expense.

2. In addition, the Board may file a Notice of Non-Compliance against the Owner responsible for the unapproved changes in the property records of Harris County. This Notice will state that the Owner has violated these Rules and is responsible for any and all expenses

incurred by the Council to maintain and/or replace the unapproved changes. The notice will constitute a lien on the Owner's unit and will transfer to subsequent Owners. until such time as the property is restored to its original condition either by the Owner or by the Council at the Owner's expense. The Owner will be responsible for all legal fees, court costs and filing expenses incurred by the Council as a result of filing this Notice.

3. No advertising signs, for rent signs or for sale signs are permitted.
4. No clotheslines, bedding, towels, clothing, trash, mops or other unsightly objects may be visible on any fence, patio or balcony.
5. No Owner or Resident shall install or cause to be installed on the exterior of any building, on the walls of any building, out the windows of any Unit, or on the roof of any building, any wiring for electrical, telephone, television, radio, or cable service or for any other purpose except with the prior written approval of the Board. No radio or television antennas, satellite dishes, or other equipment may be installed except as approved in writing by the Board.
6. Window fans and window air conditioners are not permitted.
7. Window treatments must be maintained and kept in working order by the Owner. No cardboard, sheets, foil, paper, or similar materials are allowed in any window or door.
8. All broken or cracked windows or torn window screens must be replaced within 10 days of written notice from the Board.
9. Exterior light bulbs must be white.
10. Holiday decorations are permitted provided they are not attached to any Common Element or Limited Common Element. Decorations are permitted two weeks prior to a holiday but must be removed within one week after the holiday. The only exception to this rule is Christmas decorations, which may be put up after Thanksgiving, but must be removed by the first weekend after New Year's Day.

Balconies

1. Balconies are Limited Common Areas subject to the oversight of the Board as set forth in the Declaration and in these Rules.
2. Balconies may not be enclosed, repainted or remodeled.
3. Balconies may not be used for storage and must be kept neat and clean at all times. **Only outdoor furniture and plants are allowed on balconies.** The furniture must be in good condition and the plants must be alive. Lights may not be attached to any portion of a balcony or balcony railing.
4. **All potted plants, planters or window boxes or hanging baskets MUST have saucers or other suitable containers beneath them to prevent damage to the Common Elements and Limited Common Elements and to prevent run off to patios below. Window boxes may not be attached to or hung from balcony railings.**
5. No dirt, trash, debris or other objects of any nature may be swept or thrown from balconies.
6. *No flammable or hazardous materials may be used or stored on balconies, including but not limited to, torches, lanterns, fire pits, woks, broilers, chimeras, fire rings, barbecue pits or grills.*
7. **Barbecuing on balconies is a violation of the City of Houston Fire Code and of these Rules and is strictly forbidden. Violators will be reported to the Fire Department or other appropriate Municipal Authority.**
9. ***The use of electric grills, barbecues or other cooking equipment on balconies is not permitted***
10. No awning, shade, curtain or umbrella may be placed on a balcony without the prior written approval of the Board.

Patios

1. Patios are Limited Common Areas subject to oversight by the Board as set forth in the Declaration and in these Rules.
2. Patios may not be used for general storage and must be kept neat and clean at all times.
3. Trees may not be planted or grown in patio areas. Only potted plants are permitted. Patios that have trees planted in them as of the effective date of these Rules are exempt from this rule, but existing trees on those patios may not be replaced and no new trees are allowed.
4. No activity on a patio may interfere in any way with drainage patterns or damage fencing or the exterior surfaces of buildings.
5. ***The City of Houston Fire Code prohibits the use of any open flame cooking device (including barbecue pits, woks, grills, broilers, chimeras and fire rings) within 10 feet of combustible buildings, fences, doors, windows, decking, siding, etc. Barbecuing on patios is a violation of the Fire Code and of these Rules and is strictly forbidden. Violators will be reported to the Fire Department or other appropriate Municipal Authority.***
6. ***The use of electric grills, barbecues or other cooking equipment on patios is not permitted.***

Planting

1. *No planting or gardening is permitted anywhere in the Common Areas, including the areas in front of each Unit, without the prior written approval of the Board. Unauthorized plantings may be removed and the area replanted at the Resident's expense.*
2. Planters, flower boxes and potted plants may not obstruct stairways, walkways, exits or otherwise create a hazard or violate any safety or Fire Code.

3. If a Resident applies for and is granted permission to plant or garden in a portion of the Common Area, that Resident must maintain the area in good condition (weeding, replacing dead plants, etc.) or the Board may rescind its approval and require the resident to restore the area to its original condition at the Resident's expense.

Pets

1. Only domestic pets are allowed.
2. All pets must be licensed by the appropriate authority and have and maintain all vaccinations and/or inoculations required by law.
3. Pets may not be raised, maintained, or bred for commercial purposes.
4. No more than 2 pets may be kept in a Unit.
5. **No pet may exceed 50 pounds in weight.** Residents with pets that exceed this limit on the effective date these Rules are adopted are exempt from this provision but may not acquire additional pets or replace their current pet with one exceeding the weight limit set forth in this rule.
6. All dogs **must** be leashed when outside of a Unit and must be under the control of the owner at all times
7. Residents are liable to all other Residents, their families, guests and invitees, for any personal injury or property damage caused by any animals brought or kept on the property by a Resident or by members of their family, tenants or guests. If the animal's owner is a tenant, the Owner of the Unit may also be held liable.
8. Any Resident who keeps a pet on the property shall be deemed to have indemnified the Council, each of its members, agents and other parties from any loss, claim, or liability of any kind or character whatsoever arising by reason of their keeping or maintaining such pet on the property.
9. Dogs may not be left unattended on balconies or patios.

10. No pet shall be allowed to bark excessively or create an unreasonable disturbance. Residents who are disturbed by an animal should first contact the pet owner, and if unsuccessful, report the problem to the Property Manager, ***in writing***. Dogs which bark excessively, and any animal which threatens or otherwise causes disturbance to residents should also be reported to the Property Manager and the appropriate Municipal or County authority.

11. Pet owners are responsible for cleaning up after their pets and disposing of waste in the appropriate containers. Any damage caused to property, or plantings by a pet shall be repaired at the pet owner's expense. If the pet owner is a tenant, the Unit Owner may also be held responsible.

Pool

1. The pool area is restricted to Residents and their guests. ***Residents must accompany their guests to the pool. Guests MUST sign in at the Courtesy Office BEFORE using the pool. Guests who do not sign in will be deemed trespassers on the property and reported to the police.***

2. Owners who rent their unit relinquish their rights to use the pool to their tenants.

3. ***NO GLASS OF ANY KIND IS PERMITTED IN THE POOL AREA.***

4. **THERE IS NO LIFEGUARD ON DUTY. ALL SWIMMERS SWIM AT THEIR OWN RISK. NO DIVING IS ALLOWED.**

5. No persons with open wounds are allowed in pool.

6. Younger children must be in swim diapers.

7. ***No pets are allowed in the pool area.***

8. Residents are responsible for the actions and conduct their guests. *Intoxication, disorderly conduct, nudity, obscene language and other inappropriate conduct are not permitted in the pool area.*

9. ***Residents MUST remove food, dishes, containers, cigarette butts and ashes or other refuse before leaving the pool area. All refuse is to be placed in the appropriate containers. Any items left in the pool area after hours will be thrown away.***

10. Pool gates must be kept closed at all times.

11. Standard swim wear is to be worn at all times.

12. Do not put foreign objects in the pool.

13. Pool furniture may not be removed from the pool area

14. **ALL CHILDREN UNDER 13 MUST BE ACCOMPANIED BY AN ADULT 18 YEARS OR OLDER.**

15. No personal items of any kind, such as floats, towels, glasses, plates, silverware, grills or any other item may be left in the pool area. Items left in the pool area after hours will be removed and disposed of.

16. ***Pool hours are 6:00am to 9:00pm. Access to or use of the pool or pool area is not allowed when the pool is closed. Anyone accessing or attempting to access the pool area after hours will be deemed a trespasser and reported to the police.***

17. ***RESIDENTS OR GUESTS WHO FAIL OR REFUSE TO COMPLY WITH ANY OF THE RULES FOR USE OF THE POOL AND POOL AREA MAY BE BARRED FROM USE OF THE FACILITIES AT THE BOARD'S DISCRETION.***

PARKING/ MOTOR VEHICLES

1. ***Assigned parking spaces are for Resident use ONLY.*** Visitors, delivery or service vehicles must park either outside the gates or in unassigned parking spaces.

2. **RESIDENTS MUST REGISTER THEIR VEHICLES AT THE COURTESY OFFICE AND DISPLAY A PARKING STICKER ON THE**

REAR WINDOW OF THEIR VEHICLE. RESIDENTS MAY PARK ONLY IN THEIR ASSIGNED PARKING SPACE AND MAY NOT USE UNASSIGNED PLACES UNLESS THEY HAVE REGISTERED A 2ND VEHICLE AT THE COURTESY OFFICE.

3. Owners who wish to “exchange/swap” parking space assignment with another owner must provide the Board with a signed affidavit setting forth the terms of the agreement for the Council’s records.

4. Inoperable or wrecked vehicles, including those displaying expired license plates and/or inspection or registration stickers, may not be kept on the property for more than 24 hours.

5. Vehicles may not be stored anywhere in the Common Areas or Limited Common Areas. A vehicle is 'in storage' if it has been in the same location for a continuous period of (15) days without prior written approval from the Board.

6. No trucks in excess of three-quarters of a ton, no commercial-type vehicles, campers, trailers, boats or recreational vehicles may be parked on the property

7. At no time shall vehicles be parked in a manner that blocks or impedes access to fire hydrants, marked fire lanes, walkways, or sidewalks. Vehicles violating this provision may be towed without notice and at the owner’s sole expense.

8. No engine maintenance or mechanical repair to vehicles is permitted anywhere on the property.

9. Residents shall be liable for any damage to driveways, landscaping or other common area caused by their vehicles or vehicles operated by their guests.

10. All moving trucks, vans or trailers **MUST** park outside the gates, as directed by the courtesy officer. Movers must carry furniture onto the property from that location. Violating vehicles may be towed at the owner’s expense.

11. THE SPEED LIMIT IN ALL PARKING LOTS ON THE PROPERTY IS 10 MPH.

12. ANY VEHICLE THAT VIOLATES ANY OF THESE PROVISIONS MAY BE TOWED FROM THE PROPERTY WITHOUT NOTICE AND AT THE OWNER/OPERATOR'S SOLE EXPENSE.

Construction/Remodeling

1. Owners may paint, repaint, paper or otherwise decorate-**but not structurally alter**-the **interior** surfaces (walls, ceilings, cabinets, fixtures,) of their Unit without prior Board approval.

2. **No hard flooring (wood, tile, laminate. etc.) may be installed in any second floor Unit without prior written approval of the Board. In addition to any other condition imposed by the Board, Owners of second floor Units MUST install Board approved soundproofing under any hard flooring surface and MUST also cover no less than 80% of any approved hard flooring with carpet and pad.**

3. **No structural modification or alteration of the interior or exterior of any Unit or any action that involves alteration of a load bearing wall or doorway may be undertaken without the prior written approval of the Board. Requests for approval MUST be accompanied by signed drawings from a Licensed and Registered Architect or Engineer.**

4. All work on a Unit must be undertaken in compliance with all applicable building codes and permitting requirements.

5. **Construction, repairs, remodeling of a Unit are only permitted between 8:00 am and 6:00 pm Monday through Friday. No work is allowed on weekends. Contractors who violate this rule will be barred from the property and reported to the police for trespassing.**

6. All construction debris, refuse or dirt must be removed from the property. Use of the dumpsters is prohibited. Sweeping or washing sawdust, sheetrock dust, joint compound or any other construction dust or dirt or debris down the common drains inside or outside a unit is strictly forbidden.

Unit Owners will be responsible for the cost of cleaning or repairing drains damaged or blocked as a result of violating this rule.

Leasing

1. Each Owner is responsible and legally liable for the conduct of all tenants and residents or guests of his or her Unit. The Council relies upon each Owner to thoroughly and properly screen all tenants.

2. Any Owner renting his/her unit to others MUST include in his/her lease a provision stating that the terms of that lease are subject to Declaration, By-Laws and these Rules and Regulations and that failure to comply with any provision of these documents will constitute default under the lease and be grounds for eviction.

3. Owners must make all leases in writing and send a copy of each lease to the Property Manager for the Association's records prior to move-in. Owners whose Units are already leased on the Effective Date of this Rule shall have 30 days after the Effective Date to supply the Property Manager with a copy of the lease.

4. All tenants **MUST** receive a copy of these Rules from the Owner of the leased Unit.

5. If a tenant, their guests or invitees violate any of the terms and conditions of the Declaration, By-Laws and/or Rules and Regulations the Board may require that the tenant be evicted by sending a written request to the Owner. The Owner must begin eviction proceedings immediately. The Owner must 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.

Violations

1. If a provision of the Declaration or of these Rules is violated, the Board may direct the Property Manager to send written notice of the violation to the Owner of the Unit and, where applicable, to the tenant of the Unit.

Notice to the Owner will be sent to the most current mailing address provided to the Board and Property Manager by the Owner. Notice to a tenant will be sent to the Unit.

2. This notice will specify what provisions of the Declaration and/or Rules have been violated and give the Owner and/or Tenant a reasonable time to correct the violation.

3. If the violation continues past the date specified in the notice or if the conduct described in the notice is repeated, the Board may direct the Property Manager to forward the matter to the Council's attorney for appropriate action at the Unit Owner's cost.

4. Any Owner may report a Violation by contacting the Property manager **IN WRITING** by letter or e-mail. The report must include details of the violation. An Owner who reports a violation **MUST** provide his/her name and Unit number as well as the name (if Known) and Unit number (if known) of the violator. **NO ANONYMOUS REPORT OF A VIOLATION WILL BE CONSIDERED.** A complaint or report of a violation may not be submitted directly to a member or members of the Board. ***The Board will not act on a report of a violation unless it is submitted in writing to the Property Manager in the manner and with the information required by this section.***

APPENDIX:

Fire Code: CITY OF HOUSTON

Tyrone G.Freeman:Fire Department:

Fire Marshal: Fire & Life-Safety Bureau

2931 W. 12th Street

Houston, Texas 77008

713.865-7100

Subject: Bar-b-que pits, open-flame cooking devices

Ref: City of Houston Fire Code, Section 307

Use of open-flame, wood or charcoal cooking devices shall be in accordance with:

Section 307.5 Open-flame cooking devices. Charcoal burners and other open-flame cooking devices {This includes bar-b-que pits, woks, grills, broilers, chimeras, fire rings} shall not be operated on combustible balconies or within 10 feet (3048 mm) of combustible construction {This includes wooden decking, windows openings, door openings, building siding materials, combustible fencing, awnings, patio covers, etc}.

Exceptions:

1. One- and two-family dwellings.
2. Where buildings and decks are protected by an automatic sprinkler system.

Section 307.5.1 Liquefied-petroleum-gas-fueled cooking devices.

LP-gas burners having a LP-gas container with a water capacity greater than 2.5 pounds (1.14 kg) [nominal 1 pound (0.454 kg) LP-gas capacity] shall not be located on combustible balconies or within 10 feet (3048 mm) of combustible construction {This includes wooden decking, windows openings, door openings, building siding materials, combustible fencing, awnings, patio covers, etc}.

Exception: One- and two-family dwellings.