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TERRACES ON MEMORIAL TOWNHOME ASSOCIATION, INC.

SECRETARY'S CERTIFICATE

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\$48.00

I, the undersigned, do hereby certify:

(1) I am the duly elected and acting secretary of Terraces on Memorial Townhome Association, Inc. a Texas non-profit corporation, and,

(2) Attached hereto is a true and correct copy of the Rules and Regulations of said Association.

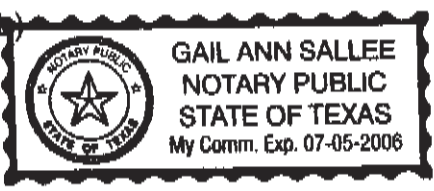
IN WITNESS WHEREOF, I have hereunto subscribed my name on this 15 day of June, 2006.

Steve Becker
Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged on this 15 day of June, 2006 by Steve Becker Secretary of Terraces on Memorial Townhome Association, Inc. a Texas non-profit corporation.

(SEAL)



Gail Ann Sallee
Notary Public in and for
the State of Texas

2006 JUN 20 PM 12:43
FILED
County Clerk
HARRIS COUNTY TEXAS

RP 023-52-0259

**RULES AND REGULATIONS
TERRACES ON MEMORIAL TOWNHOME ASSOCIATION, INC.**

RULES AND REGULATIONS

PREAMBLE

Provisions for the Rules and Regulations and authority for enforcement are contained in the Declaration of Covenants, Conditions, Restrictions and Easements for TERRACES ON MEMORIAL TOWNHOMES (the "Declaration") and in the other Documents for TERRACES ON MEMORIAL TOWNHOME ASSOCIATION, INC. (the "Association"). The Declaration includes a statement of restrictions and conditions applicable to ownership and use of individual Lots, as well as the Common Areas of the Association. These limitations, restrictions, conditions and covenants run with the land and are binding on all parties having acquired any right, title, or interest in the properties within TERRACES ON MEMORIAL TOWNHOMES. *lee*

Observing and enforcing these rules and regulations is the responsibility of each and every Owner, tenant, and their guests.

Living in a townhome community is a unique situation. Therefore, these rules are designed to make living together pleasant and comfortable. Each of us not only has certain rights but also certain obligations to other residents. The courtesy and consideration for the rights of others are always mutually beneficial, and objectionable behavior is not acceptable even if such behavior is not specifically ruled against herein.

Each townhome Owner must accept the responsibility for violations by their lessees, guests, children or pets. Violations should be reported to the Association, or to the property manager, if applicable, who will take appropriate action. Compliance with these Rules and Regulations is necessary to maintain our quality of life.

This book of Rules and Regulations is a supplement to the Declaration, the Association's Certificate of Formation and Bylaws, and the Resolutions established by your Board of Directors, as well as to the Master Restrictions. The capitalized terms used herein shall have the same meanings given such terms in the Declaration unless another meaning is specified.

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**RULES AND REGULATIONS
TERRACES ON MEMORIAL TOWNHOME ASSOCIATION, INC.**

I. INTRODUCTION

- (a) The Rules and Regulations of the Association are intended as a supplement to the Declaration, the Association's Certificate of Formation and Bylaws, and the Master Restrictions. Should there be any questions concerning which regulations must be followed, the Declaration will prevail over the Rules and Regulations and the Master Restrictions will prevail over the Declaration.
- (b) Throughout the Rules and Regulations, the term "adult" is defined as any person 21 years of age or older.
- (c) All requests for maintenance/repair must be submitted to the property manager in writing.
- (d) All complaints must be submitted to the property manager in writing.

II. OWNERS

As to each townhome, the "Owner" is the person or persons who hold(s) a recorded title to the townhome.

III. GUESTS

"Guests" are defined as visitors of the Owner.

IV. TENANTS

- (a) "Tenants" or "lessees" are defined as renters of any Owner.
- (b) The Owner must furnish the property manager with a copy of each lease prior to occupancy by a tenant, a completed Rental Information form (attached hereto) and:
 - (1) the names and phone numbers (home and work) of the lessee, and
 - (2) the Owner(s) new mailing address and phone numbers (home and work).
- (c) The lease must provide that it is specifically subject in all respects to the Master Restrictions, and to the Declaration, the Certificate of Formation, the Bylaws, and these Rules and Regulations.
- (d) The Owner must provide the lessee with copies of the Declaration, Certificate of Formation, Bylaws, these Rules and Regulations, and the Master Restrictions.

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V. NON-RESIDENTS

The Owner is responsible for the actions of all non-resident guests.

VI. GENERAL

- (a) All townhomes are designed as single-family residences and shall not be occupied by more than one family.
- (b) No commercial activity shall be permitted in any Common Areas.
- (c) No immoral, improper, unlawful, noxious or offensive activity shall be carried on or maintained on any Lot or Common Areas, nor shall anything be permitted to be done thereon which may be or become an annoyance or a nuisance to other residents of the Property.
- (d) Outdoor antennae, whether on buildings or balcony areas, are prohibited without the written approval of the Board of Directors. If the Board of Directors so approves such outdoor antennae, you must accept responsibility for the cost of any damages for installation of or improvements to any structural component for which the Association has responsibility.
- (e) All equipment, garbage cans, wood piles, etc., shall be confined to the patio areas of the Units and shall be (1) kept screened by adequate planting or enclosed by wooden fencing to conceal them from view of neighboring Units and streets; (2) Units with patio areas open to view of the passing public must keep all equipment, garbage cans, etc. either stored in the garage or concealed by screening approved by the Townhome Modifications Committee.
- (f) All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.
- (g) No temporary structures such as trailers, sheds, etc., shall be permitted on any building, Lot or Common Area.
- (h) The roof area is off limits to all residents, guests and visitors. The roof area is restricted to essential building maintenance and service personnel.
- (i) No later than thirty (30) days after closing, the Lot Owner shall provide the Association with the following:
 - (1) the Owner(s) mailing address, telephone numbers (work and home) and driver's license number;
 - (2) the name and address of the holder of any lien against the Lot and any loan number (and any change thereto within 30 days of a mortgage changing hands).

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- (3) the name and phone number (work and home) of any person occupying the Lot other than the Owner;
- (4) the name, address and phone number of any person managing the Lot as agent of the Owner; and
- (5) all Owners shall inform the Association of a change of address within thirty (30) days of the change.

VII. PROPERTY DAMAGE LIABILITY

Owners, lessees and their children (including guests and visitors and their children) shall not mark, mar, damage, destroy or remove any part of the Common Area, or any building or improvements thereon, or any other property belonging to the Association. The responsible Owner shall pay the cost of restoring the area or property affected. Owners are further charged with the responsibility for any violations by their lessees, guests, immediate family or visitors.

VIII. VEHICLES AND PARKING

- (a) All traffic laws are to be obeyed.
- (b) Vehicles must be parked in the areas provided and must be in operating condition with current inspection stickers and licenses. Each vehicle must be moved at least every 72 hours. No vehicle shall be parked on the grass, nor parked in the streets so as to obstruct normal traffic or access to driveways. **NOTE: IF AN OWNER OR LESSEE HAS MORE THAN TWO VEHICLES, THEN THE VEHICLES THAT ARE NOT BEING USED SHALL BE STORED IN ANOTHER STORAGE AREA OUTSIDE THE BOUNDARY OF THE ASSOCIATION.**
- (c) Repair to vehicles, other than routine care such as washing, oil change, etc., will not be permitted on the driveways, in streets or Common Areas. Any oil spills must be cleaned up by the vehicle owner. If not, the cost of any cleanup shall be charges back to such negligent Owner.
- (d) No RVs, trailers, boats, campers or other equipment shall be permanently parked or stored in any part of the Property other than the garage. As used herein, the term "permanently" shall mean a period of five (5) or more consecutive days; provided, however, an Owner may request permission from the Board of Directors to extend such parking time. At no time should the above vehicles be parked on the street or grass. Parking on one(s) driveway for the purpose of routine care will be permitted for a period not to exceed 48 hours. However, under no circumstances shall these vehicles be parked in a way that obstructs any traffic or access to neighboring driveways.
- (e) Parking Warnings will be placed on any vehicle, which is in violation of state laws or the Rules and Regulations herein. Copies of the violations will be kept on file with

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the Association property manager. At the time of the third violation, the vehicle will be towed at the owner(s) expense.

IX. PETS

Rules for pets shall be as set forth in Section 8.3 of the Declaration.

X. TRASH CONTAINERS

Trash is collected on a regular basis.

- (a) Kitchen garbage put out for pick up must be in a container provided by the garbage contractor. All other trash must be litter proof.
- (b) Trash SHALL NOT be put on the curb earlier than the night before pick up. Containers shall be picked up by the evening of the pick up day.
- (c) Storage of trash containers shall be kept out of public view from the street and adjacent townhomes.

XI. SCHEDULE OF PENALTIES

All infractions of the Rules and Regulations herein will be subject to review by the Board of Directors. A first offense will receive a warning from the Board of Directors and notice that continued or repeated violations will result in a fine, police action or injunction lien.

To the extent permitted by applicable law, the schedule of fines which may be imposed after a first offense warning are:

- (a) Second Offense - not to exceed \$25.00 per day
- (b) Third Offense - not to exceed \$50.00 per day
- (c) Continued Violation - \$50 per day, plus \$100.00 per week until cured

Section 3.10 of the Declaration empowers the Board of Directors to file liens or other appropriate legal process on the Lot owned by the offender, as a result of any action by such Owner or by such Owner's family, lessees or guests.

XII. RECOVERY OF LEGAL FEES

The Association shall give ten (10) days written notice to any Owner violating any Declaration, Bylaw or Rule of the Association. If a request for an opportunity to be heard is received by the Association from the Owner within ten (10) days of the date of the written notice, a hearing shall be scheduled before the Association's Board of Directors, such hearing to take place within thirty (30) days. After an affirmative decision by the Board of Directors, or after the expiration of the written notice, the Association and/or its Board of

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Directors are authorized to charge all reasonable attorney's fees and other reasonable costs to the Owner.

XIII. NOTICE OF ASSESSMENT AND DELINQUENCY

- (a) Notice of the monthly General Assessment rate for the coming year will be mailed (first class) to all Owners at the last known address by December 1st of each year.
- (b) Payment coupons will be issued by December 15th of each year to the Owners to submit with their monthly payments during the coming year.
- (c) The due date for all Assessments will be the 1st of each month. Partial payment will not prevent the accrual of the \$25.00 late charge stipulated in the Declaration. The delinquent date for all Assessments will be the 30th of the month. If any amounts due to the Association are paid on or before the 30th day of the month, but the method of payment is uncollectible by the Association (such as a Not Sufficient Funds check), the Assessments or any other amounts will be considered late and delinquent. If a payment is delinquent, then such delinquent payment shall accrue interest from the original due date at the maximum non-usurious interest rate permitted by applicable law. The Association shall not be liable for payments not actually received, regardless of delay by the mail or any other method of delivery. It is the responsibility of the Owner (the current Owner of record) to ensure and verify payments are received by the Association on time.
- (d) If a Lot Owner wishes to prepay the Assessment, then the appropriate coupon(s) must accompany any advance payment.
- (e) If payment is not received by the 30th, a delinquent notice will be mailed (first class) to the Owner. This notice will show the total amount due, which will include a \$25.00 late charge.
- (f) Payments shall be applied as set forth in Section 9.7 of the Declaration.
- (g) If payment is not received within ten (10) days after the delinquent notice, a demand letter will be mailed (certified mail, return receipt requested) to the Owner. Such notice will show the total amount due including late charges, mail charges, and collection fees.
- (h) If payment is not received by the final date shown on the demand letter, the unpaid account will be turned over to an attorney for collection.

XIV. ARCHITECTURAL REVIEW PROCEDURES AND GUIDELINES

General Procedures for any Addition or Change

- (a) Each Owner will submit his proposal for an exterior addition, alteration or improvement to the Townhome Modifications Committee in writing, using a Request

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for Home Improvement form. The proposal will contain a description of the project, including the height, width, length, size, shape, color, finish, materials, and location of the proposed improvement on the Lot. Photographs or sketches of similar completed projects will aid in the consideration. Any substantial construction project (as deemed by the Board of Directors) shall require the inclusion of construction drawings and three (3) sets of plans and specifications.

- (b) Oral requests will not be considered.
- (c) Each alteration or addition must be specifically approved regardless of whether the intended addition, alteration or improvement conforms to the Declaration and even when a similar or substantially identical addition, alteration or improvement has been previously approved.
- (d) The applicant shall be informed in writing of the decision.
- (e) If a proposal is rejected, the reason(s) for disapproval shall be stated as part of the written decision.
- (f) The applicant is free to request reconsideration if new or additional information can be provided which might clarify the request or demonstrate its acceptability.
- (g) Copies of all requests for changes will be filed according to street address, along with the written decision and a statement of action, if any.
- (h) The Townhome Modifications Committee shall have the discretion to request other documents and information it deems appropriate at its entire discretion.

Planning of Rear Yard Improvements

Owner must ensure that the placement of any improvements or landscaping in the Rear Yard does not halt or materially interfere with the drainage system of adjoining Lots or property. Plans for any improvements to the Rear Yard of such Lots, including landscaping, must be submitted for approval in accordance with the Declaration and the General Procedures set forth above.

DATE ADOPTED 5-11-06

SECRETARY [Signature]

Return To:
Ayland Title Company
5353 W. Sam Hou. Pkwy. N
Suite 100
Houston, Tx. 77041

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

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ANY PROVISION HEREIN WHICH RESTRICTS 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 the number Specimens on the date and at the place shown by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County Texas on

JUN 20 2006



Craig L. Hyman
COUNTY CLERK
HARRIS COUNTY, TEXAS

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