

Rules and Regulations

**Bayou Woods Townhome Condominium Association D/B/A
Chatsworth Place**

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**CERTIFICATE OF CORPORATE RESOLUTION OF
THE
BOARD OF DIRECTORS
OF
BAYOU WOODS TOWNHOME CONDOMINIUM ASSOCIATION**

(Establishing Policy/Rules relating to the responsibility of maintenance, repair, and replacement of certain Limited Common Elements)

The undersigned Officer of **BAYOU WOODS TOWNHOUSE CONDOMINIUM ASSOCIATION**, a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors ("Board") of the Association held on April 17, 2019, with at least a majority of the Board of Directors being present, the following resolution establishing the following Policy/Rule was/were duly made and approved by the Board:

WHEREAS, pursuant to that certain **Declaration of Condominium Declaration for Bayou Woods Townhomes**, recorded on November 23, 1977, in Volume 56, Page 1, et seq. of the Condominium Records of Harris County, Texas, together with all amendments thereto (collectively referred to herein as the "Declaration"), the Association, acting by and through its Board, is generally responsible for administering, maintaining, repairing, and replacing the common elements of the Bayou Woods Townhome Condominium development (the "Property"), all as established and governed by the Declaration, Bylaws of the Association ("Bylaws"), and applicable law; and

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WHEREAS, Article 14 of the Declaration provides that "Each Unit Owner, at his own expense, shall be responsible for all maintenance of, repairs to, and replacements within his own Unit..." and "...Maintenance of, repairs to, and replacement within the Common Elements shall be the responsibility of and shall be furnished by the Association; and

WHEREAS, Article 14 of the Declaration further provides that: "However, at the discretion of the Board, maintenance of, repairs to, and replacement of within the Limited Common Elements may be assessed in whole or part the Unit Owners benefitted thereby; and further, at the discretion of the Board, the Board may direct Unit Owners who stand to be benefitted by such maintenance of, repair to, and replacement within the Limited Common Elements to arrange for such maintenance, repair and replacement in the name and for the account of such benefitted Unit Owner, pay the cost thereof with their own funds..."; and

WHEREAS, Article 1(K) of the Declaration defines Limited Common Elements as "all Common Elements serving exclusively a single Unit" and specifically include "balconies or patios serving exclusively a single Unit; ...pipes, ducts, electrical wiring and conduits located entirely within a Unit or adjoining Units and serving only such Unit or Units; and such portions of the perimeter walls, floors and ceilings, doors, vestibules, windows, and entryways, and all associated fixtures and structure thereto, as lie outside the Unit boundaries...", and

WHEREAS, heretofore the Association has maintained, repaired and/or replaced the following described Limited Common Elements: windows serving the Units, entry doors to the Units, and patios and the patio fences enclosing same; and

RP-2019-235476

WHEREAS, pursuant to the authority vested in the Board to, at its discretion, allocate the responsibility of the maintenance of, repairs to, and replacement of the Limited Common Elements serving only a Unit to the Unit Owner benefitted therefrom, the Board has deemed it in the best interest of the Association to establish, as a Policy Resolution, that the future maintenance, repair, and replacement of windows serving the Units, entry doors to the Units, and patios and patio fencing enclosing same shall be the responsibility of the Unit Owners who stand to be benefitted by same; and that such benefitted Unit Owners shall arrange for such maintenance, repair and replacement in the name and for the account of such benefitted Unit Owner, at such Owner's sole cost and expense;

NOW THEREFORE, formal notice is hereby given to all existing owners of Condominium Units at the Property and all prospective and future owners of Condominium Units at the Property of the following Policy/Rule of the Association:

**ASSOCIATION POLICY/RULE RELATING TO THE RESPONSIBILITY
OF MAINTENANCE, REPAIR, AND REPLACEMENT OF CERTAIN LIMITED COMMON
ELEMENTS**

Effective from and after May 20, 2019, the Unit Owners who stand to be benefitted by the maintenance of, repair to, and replacement of the Limited Common Elements described below shall arrange for such maintenance, repair and replacement in the name and for the account of such benefitted Unit Owner, pay the cost thereof with their own funds:

1. Each Condominium Unit Owner shall be and is hereafter responsible for the maintenance of, repair to, and replacement of the windows which serve only such Unit Owner's Unit, and all associated or related fixtures or hardware related thereto, all at such Unit Owner's sole cost and expense. Provided, however, that no Unit Owner may modify or alter the design, construction material, or color of any such replacement window.
2. Each Condominium Unit Owner shall be and is hereafter responsible for the maintenance of, repair to, and replacement of the entry door(s) and all associated or related fixtures or hardware (including, without limitation, doorjamb, thresholds, hinges, locks, weather stripping, etc.) serving such Unit Owner's Unit at such Unit Owner sole cost, and expense. Such maintenance shall specifically include painting, repainting, staining or re-staining of such entry doors. Provided however, that no Unit Owner may modify or alter the exterior color of any entry door without the prior written consent of the Board of Directors.
3. Each Condominium Unit Owner shall be and is hereafter responsible for the maintenance of, repair to, and replacement of the enclosed patio area appurtenant and storage unit to such Unit Owner's Unit, and all patio fencing or siding surrounding same (together with gate(s) and hardware) which serve such Unit Owner's Unit, at such Unit Owner sole cost, and expense. Such maintenance shall specifically include painting, repainting, staining or re-staining of such patio fencing. Provided however, that no Unit Owner may modify or alter the design, construction material, or color of any such replacement fence without the prior written consent of the Board of Directors.

Failure of the Unit Owner to perform such maintenance, or make such repairs and/or replacement shall entitle the Association, after notice and opportunity to cure is made,

to perform such maintenance, and/or make such repairs and/or replacement and levy the cost of such same to the Unit Owner and the Unit Owner's Unit as an assessment as provided by Section 82.113 of the Texas Property Code.

Executed as of the date of the acknowledgment shown below; effective as of the date of the adoption of this policy as set forth hereinabove.

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BAYOU WOODS TOWNHOUSE CONDOMINIUM ASSOCIATION, a Texas non-profit corporation

By: PSL (signature)

Paul Schiebl (name printed)

Its: Board member and acting HOA Pres.(position/title)

State of Texas

County of Harris

This instrument was acknowledged before me on this 1st day of May, 2019, by Paul Schiebl, acting HOA president of **BAYOU WOODS TOWNHOUSE CONDOMINIUM ASSOCIATION**, a Texas non-profit corporation, on behalf of said corporation.

Miriam Grimaldo

Notary Public, State of Texas

Record and Return to:

Richard C. Lievens
Frank, Elmore, Lievens, Chesney & Turet LLP
9225 Katy Freeway Suite 250
Houston, TX 77024



RP-2019-235476

UNOFFICIAL COPY

FILED FOR RECORD

8:00:00 AM

Wednesday, June 5, 2019

Diane Trantman

COUNTY CLERK, HARRIS COUNTY, TEXAS

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 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

Wednesday, June 5, 2019



Diane Trantman

COUNTY CLERK
HARRIS COUNTY, TEXAS

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CHATSWORTH PLACE TOWNHOME CONDOMINIUMS

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Resident Rules and Regulations

January 1, 2017

Chatsworth Place is a quality townhome community in a unique and desirable location. Preservation of the quality and appearance of Chatsworth is to the financial benefit of all Owners and Residents. In order to preserve and maintain property value, the following rules and regulations are being re-distributed to Owners and Residents.

1. Exterior Appearance

- No awnings or other projections shall be attached to the outside walls of the buildings; no shades, screens, or aluminum foil shall be attached to, or hung in, or used in connection with any window or door of the premises without the prior written consent of your Board of Directors (the "Board").
- Draperies, mini-blinds, blinds, or shutters are permissible when installed on window interiors, but the side facing the exterior must be white in order to maintain a uniform exterior appearance.
- All front entryway doors must be painted white (Sherwin Williams Exterior Gloss Latex, Divine White w/ Mildewcide, SW#6105) to maintain a uniform exterior appearance.
- All plants in entryway areas must be in decorative terracotta pots or planters and are permitted only in entryway areas.
- No signs (including "For Sale" signs), advertisements, notice(s), or other lettering shall be exhibited, inscribed, painted, or affixed on any part of the exterior or interior without the prior written consent of the Board.
- Realtor "Open House" events are not permitted without the prior written consent of the Board.
- "For Sale" flyers and associated literature may be placed in the receptacle for that purpose, attached to the entry gate telephone box.

2. Structural Changes/Remodeling

- In order to preserve the structural integrity of the buildings, any structural work planned for the interior of any unit is subject to prior written approval of your Board. The Board maintains liaison with a qualified architect for this purpose. Any unapproved interior changes that result in structural damage to the building will be the liability of the unit owner or his/her/their successor in ownership.
- No exterior changes of any kind shall be permitted including ground lighting, patio covers, or enclosures, without the prior written approval of the Board. CONTACT PROPERTY MASTERS (281.556.5111) FOR DETAIL.

- All work requiring outdoor space for sawing, sanding, milling, or assembly operations must be performed in Owner's carport or patio areas; Never in the front of a unit, on porches or in the yard or flowerbed areas in front of dwelling units.
- Construction debris may not be placed in Chatsworth dumpsters. Owners and their contractor(s) are responsible for the proper removal and disposal of all construction debris.

3. Roof

- The roofing materials and manner of installation are subject to installer and manufacturer warranties that will be voided by unauthorized repair or installations. Skylights are strictly prohibited. The insulating and heat reflective roofing material on Chatsworth buildings can be easily damaged by careless or uninformed contractors.
- Prior to attempting any work that requires access to the roof of any Chatsworth building, Owners or residents are responsible for notifying their contractors to first contact Property Masters (281.556.5111) for instructions.
- Damages to roof or roofing material caused by Owner's roofer, air conditioning, cable, or Internet contractors will be the sole responsibility of the property owner or successor in ownership.

4. Plumbing

- If a water leak EMERGENCY is involved, call ONLY CHARLIE'S PLUMBING (24 hrs.) at 713.242.7543.
- Because of complexities of the central plumbing system at Chatsworth (both hot and cold water continually circulate throughout the system), residents are encouraged, but not required, to call Charlie's Plumbing (713.242.7543) for all other plumbing repairs. Should any other plumbing contractor be used, however, any damages to the Chatsworth plumbing system will be the responsibility of the Owner.
- If any repair requires that water be turned off, a CALL TO PROPERTY MASTERS (281.556.5111) IS REQUIRED in order that it may be scheduled and proper notice given to all other affected owners.

5. Power Outages

- If a general power outage is discovered, please call Center Point Energy at 713.207.2222. (NOTE: Chatsworth's Center Point address is 7575 Katy Freeway, Houston, TX 77024)

6. Obstruction of Common Areas and Limited Common Areas

- Sidewalks, steps, entrances, and carports shall not be obstructed or used for any purpose other than ingress and egress.
- Articles of personal property shall not be stored in carport areas unless of a minimal size and neatly stored immediately adjacent to patio fences such that the normal

parking of resident vehicles is not obstructed to the extent the vehicles extend into common area drives.

7. Littering

- No littering on the property is permitted. Trash and debris must be placed in resident-owned trash containers.

8. Trash Pickup

- Trash must be placed in plastic trash bags and then placed in resident-owned plastic garbage cans with secure lids. The cans are to be placed in the carport area adjacent to the patio fence.
- Trash pickup by the Association's Porter is scheduled for each Monday, Wednesday and Friday morning.
- **NOTE:** Trash must be placed in plastic trash bags and tied closed before being placed in owner's garbage cans. Trash will not be picked up if not properly contained in plastic trash bags.

9. Dumping

- No dangerous materials, liquids, or solids, paint, grout, excessive detergents, etc. shall be dumped on the grounds, drives, parking areas, the creek, or the grass of the Dog Walk area.

10. Dumpsters

- Trash and debris too large to be placed in resident trash containers must be placed in the dumpster located at the northwest rear corner of the property.
- It is essential for the health and safety of residents that the grounds inside the fence and surrounding the dumpster are kept clean and free of debris. Place trash in the dumpster.
- Large items must be torn down before being placed in the dumpster. If reducing the item(s) to a smaller size is not feasible, the item(s) should be neatly placed along the inside of the fenced area for ease of pickup by the dumpster service operator.

11. Hazardous Materials or Substances

- Residents shall not do, nor permit anything in a unit, or on the premises or store anything hazardous on premises that shall in any way cause undue risk to the property and increase the rate of fire insurance, or that will conflict with any public laws or regulations relating to fire or environmental hazard as set forth in Fire Department or Board of Health Regulations.
- Use of charcoal or gas grills within 15 feet of a building constitutes a violation of fire code regulations. When using charcoal or gas grills, place them outside of the carport area to comply with fire ordinances.

- Dogs must be walked on leashes or carried to the Dog Walk area (which runs along the creek on the east side of the property) and no other area.
- City Ordinance: Pets are never allowed in the pool area under any circumstances.

19. Dog Walk Area

- Be a good neighbor - the Dog Walk area along the creek is a practical and attractive amenity. As such, it is incumbent upon dog owners to pick up after their pets. Use plastic bags conveniently provided in "doggie stations" in several areas along the creek. Always dispose of waste in the cans attached to the bag dispensers.

20. Swimming Pool

- Pool use is restricted to Chatsworth residents, or guests when accompanied by an adult Chatsworth resident.
- There is no Lifeguard on Duty. Children under 12 years of age must be accompanied by an adult (at least 18 years of age) at all time. NO EXCEPTIONS.
- Please take note of the **Emergency 911 Phone** located on the outside of the pool area fence near the entrance gate. It is answered 24 hours per day, 7 days per week for any emergency use.
- Throwing objects is never allowed in the pool area.
- No pushing, shoving, running, or shouting in the pool area.
- Use of glass or other breakable containers in the pool area is strictly prohibited.
- Proper swimsuits are required. No cutoffs can be worn in the pool because of the potential damage to pool drains, pumps and filters.
- The pool may be reserved for private parties by calling Property Masters, Inc. at 281.556.5111 at least two weeks prior to the event.
- The pool cannot be reserved on holidays.

21. Gate Codes

- There are gates located at the vehicle entry, walk entry gate and the pool area.
- For the safety and security of all residents, please do not give out the gate codes to contractors, delivery services, families or friends, etc., etc.
- The telephone box at the entrance is there to protect resident security and is tied to each unit, or unit owner cell phone, to permit safely opening the gate for visitors.

22. Children at Play

- Parents are ultimately responsible for the safety of their children at play within the grounds at Chatsworth
- The creek is an interesting area that attracts children. Please make sure you know where your children are playing. Caution them appropriately.
- Children should never play near or behind cars or in other areas where motorist visibility is limited.

- Residents are cautioned to be watchful for small children and pedestrians when entering or driving through the property.
- Residents are cautioned to drive slowly and carefully when entering, leaving or driving through the property.

23. Rights of First Refusal

- The Option of Right of First Refusal is included in your legally recorded Association and Condominium documentation. When an owner wishes to sell or lease his/her/their unit, a copy of the contract must be submitted to Property Masters, Inc., attn: Jodi Rohrer, who will then communicate to all members of the Chatsworth Board details of the sale or lease agreement. A sale or lease contract is invalid until the Board has waived its option.

24. Dispute Resolutions

- Any owner or resident with a dispute with a neighbor should attempt to resolve the problem on a friendly basis. The Association, Board of Directors or Managing Agent cannot be involved and will not intervene in personal disputes. If you cannot resolve the problem, contact the Harris County Dispute Resolution Center at 713-755-8274.

25. Enforcement for violation of the Rules and Regulations

- The Association's Board of Directors has authority under the Chatsworth Condominium Townhome organizational documents to levy fines for the willful violation of these Rules and Regulations.
- Fines for violations are established as follows:

1st Notice: A letter will be sent to the owner requesting an immediate cure of the violation.

2nd Notice: A second letter will be sent via certified mail requesting compliance and advising of a \$25/week fine for continued violation.

3rd Notice: Certified letter assessing the \$25/week fine for failure to comply with earlier notices.

4th Notice: After eight weeks, accumulated unpaid fines will be formalized by the filing of a lien against the owner's unit in the Public Records of Harris County Texas with the fines continuing until compliance. Legal fees and costs for the lien preparation, its recording, and subsequent release, if any, will be borne by the unit owner.

Walter Keller

Name: WALTER KELLER
President of the Board of Directors of
Bayou Woods Townhome Condominium Association
d/b/a Chatsworth Place

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Dated this 27th day of February, 2017.

Before me, the undersigned authority, on this day personally appeared Walter Keller, President of Bayou Woods Townhome Condominium Association d/b/a Chatsworth Place, a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that at least a majority of the Board of Directors approved this document and that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said Board of Directors for Bayou Woods Townhome Condominium Association d/b/a Chatsworth Place.

Given under my hand and seal of office, this the 27th day of February, 2017.

Jodi S. Rohrer
Notary Public, State of Texas



Kathy Ann Terry
Attorney at Law
PO Box 690141
Houston, TX 77269

FILED FOR RECORD

8:00:00 AM

Monday, March 27, 2017

Stan Stewart

COUNTY CLERK, HARRIS COUNTY, TEXAS

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THE STATE OF TEXAS
COUNTY OF HARRIS

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Monday, March 27, 2017



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS