

Rules and Regulations

Houston Augusta Green Townhome Condominium Association

RULES AND REGULATIONS

OF

HOUSTON AUGUSTA GREEN TOWNHOME CONDOMINIUM ASSOCIATION

1. All Co-owners and tenants shall promptly and completely comply with each of the rules and regulations herein contained or hereafter properly adopted for the utilization of any recreational facilities afforded, in order that all Co-owners, tenants and their guests shall achieve maximum utilization of such facilities consonant with the rights of each of the other Co-owners and tenants thereto.

2. NOISE

Co-owners and tenants of units shall exercise extreme care to minimize noises and in the use of musical instruments, radios, televisions, amplifiers or other loud speakers in said units so as not to disturb the other persons and parties occupying units, and shall not play upon or permit to be played any musical instrument or operate or permit to be operated a phonograph, radio, television set or other loud speaker in any unit or patio or balcony or common area if the same shall disturb or annoy other occupants of the Condominium Property.

3. OBJECTS ON WALKWAYS

A Co-owner shall not place nor cause to be placed in the driveways, walkways, common areas and facilities any furniture, packages, vehicles or objects of any kind. Walkways and common areas shall be used for no purpose other than for normal transit, unless approved, in writing, by the Board.

4. BALCONIES

A Co-owner may place on balconies appropriate casual furniture normally utilized on balconies together with plants and flowers. Placement of plant containers on balcony ledges is limited to redwood planter boxes. Awnings, plastic coverings, and decorative objects such as umbrellas, hanging containers, statuary, bird feeders, etc. are restricted to rear balconies, atriums and patio areas. The Board may direct the removal of any item which, in its discretion, detracts from the general appearance of the project. If not removed by the owner after being directed by the Board, items will be removed by the Association at Owner's expense.

No Co-owner or occupant of a unit shall use the front balcony of a unit for the drying of laundry or the airing of bedding, nor enclose the same, unless approved, in writing, by a majority of the Board, nor permit any cooking to be done on said balconies without first accepting full financial responsibility for any damage to any unit or common element.

5. OBJECTS IN WINDOWS OR ON THE PROJECT

No unit Co-owner or occupant of a unit shall post any advertisement or poster of any kind in or on the exterior surfaces of the unit or the Condominium Property or hang anything in any window open to the public view from outside of a unit. No clotheslines or similar devices shall be allowed on any portion of the Property by any person, firm, or corporation; no rugs, etc., may be dusted from the windows or the front of the balconies or of the units.

6. PETS

No animal shall be kept or housed in or upon any unit premises except household pets. Such pets may not be kept or bred for any commercial purposes and shall be cared for and restrained in such a manner as not to be obnoxious or offensive to any other Co-owners on account of noise, odor, or unsanitary conditions. No savage or dangerous animal shall be kept or housed within any unit or upon the common elements. No more than two household pets may be kept within or upon any unit premises. All pets must be on a leash when upon the common elements and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium Property shall indemnify and hold harmless the Board and other Co-owners from any loss, damage or liability which the Board may sustain as the result of the presence of such animal on the premises. An Owner shall be responsible for the repair of any and all damage suffered or reimbursement for any loss resulting from the acts of any animal kept or brought by such Owner upon the premises of the Condominium Property.

Pet defecation must be promptly removed by owner. Pets must be walked in either the front area along Augusta Drive or in the cul-de-sac in the area behind the Project gate.

7. EQUIPMENT INSTALLATION

No Co-owner or occupant of a unit shall install wiring for electrical or telephone installation, nor install any type of television antennae, machines or air-conditioning equipment, etc., in, within, on or outside of a unit or any of the Common Elements, except as authorized, in writing by the Board.

8. UNIT CONDITION, OCCUPANCY AND USE

Each unit Co-owner and the occupants of a unit shall maintain in good condition and repair his unit and all interior surfaces within or surrounding said unit (such as the surfaces of the walls, ceilings, floors), whether or not part of the unit or common elements, and to maintain and repair the fixtures therein and pay for such utilities as are separately metered or allocated to his unit.

Co-owners shall not permit or suffer anything to be done or kept in their units which will increase the rate of insurance or the insurance premiums on the Condominium Property, or which will obstruct or interfere with the rights of other unit Co-owners or annoy them by unreasonable noises or otherwise, nor shall the unit Co-owners commit or permit any nuisance, immoral or illegal act in or about the Condominium Property.

Units may not be used for business or for any commercial use whatsoever.

Each unit shall be used only for residential purposes, and adhere to City ordinances pertaining to number of occupants.

9. TEMPORARY STRUCTURES

No structure, trailer, tent, shack, garage, barn, or other outbuildings shall be permitted on the Property at any time, temporarily or permanently except with the prior written consent of the Board; provided, however, that temporary structures may be erected for use in connection with the repair or rebuilding of any Building or portion thereof.

10. CARS AND OTHER VEHICLES

"All vehicles of unit owners/tenants must be parked inside their designated garages and not in front of the garages. All guest vehicles must be parked in the area reserved for guest parking by the pool. Parking availability, for guests, is on a first come, first served basis and additional guest vehicles should be parked on the cul-de-sac behind the back gate or on Augusta Drive. Unit owners/tenants with more than two vehicles should park their additional vehicles on the cul-de-sac or on Augusta Drive. Violators will be notified, of the first violation, in writing. If there is a second violation, the violator will be requested to appear before the Board. A third violation will result in the vehicle being towed away at the owners expense."

Vehicles not in operating condition shall not be parked upon the premises of the Condominium Project. No parking space shall be converted for living, recreational or business purposes, nor shall anything be stored in any parking space so as to prevent the parking of a vehicle therein.

No unattended vehicle shall at any time be left in the driveways or streets in such manner as to impede the passage of traffic or to impair access to parking area. No storage of any objects shall be permitted in the guest parking area, and the same shall at all times be kept free of unreasonable accumulation of debris or rubbish of any kind. Guest parking areas are not intended for use by owners for parking or storing boats, trailers, camping units or any personal vehicles, and the Board may insure the proper use of said areas in such manner as it deems necessary.

11. PLANTING AND GARDENING

Except in individual patios, atriums, walkway areas (inside gate) appurtenant to a unit, as designated on the Plan, no planting, transplanting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Property, except as approved by the Board. Maintenance, upkeep and repairs of any patio or balcony or atrium space shall be the sole responsibility of the Owner and not in any manner the responsibility of the Co-owners.

12. RENTING OR LEASING

After approval by the Board, as elsewhere required, entire units may be rented, provided the occupancy is only by the lessee, his family and guests, and provided, further, that all of the provisions of the Declaration, By-Laws, and the rules and regulations of the Association pertaining to the use and occupancy of the leased unit shall be applicable and enforceable against any person occupying a unit as a tenant to the same extent as are applicable to the Co-owner of a unit. The Board is and will be designated as the agent of the Co-owner of the unit for the purpose of and with the authority to terminate any lease covering the unit upon the violation by the tenant of the provisions contained in the Declaration.

13. POOL

Children under fourteen (14) years of age must be accompanied by an adult.

There are no pool hours. Please use discretion and consideration for neighbors during the night and early morning hours.

No pets are permitted within the pool area.

No food, glasses or glass beverage containers are allowed in the pool area.

Everyone is responsible for removing their own trash and cigarette butts from the pool area.

Please lock cabana room after use.

Two-week advance notice to the Board is required for reserving the pool for private pool parties. There will be no private pool parties on holidays. Owners giving the party must clean the pool area immediately after the conclusion of the party.

14. GARBAGE AND TRASH

All garbage and trash must be placed for pickup in securely tied plastic bags. No trash cans, paper bags, boxes or other containers are to be placed outside of garage on trash pickup or any other day. Pick up days are Tuesdays and Fridays. Trash and garbage should not be set out until after 10:00 p.m. the night before the scheduled pick up day.