

SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS
for
BAYOU WOODS TOWNHOME CONDOMINIUM ASSOCIATION DBA
CHATSWORTH PLACE

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The undersigned, being the authorized representative of Bayou Woods Townhome Condominium Association dba Chatsworth Place (the "Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code, hereby supplements instrument entitled "Notice of Dedicatory Instruments for Bayou Woods Townhome Condominium Association dba Chatsworth Place" recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. RP-2021-352226 (the "Notice") was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice, the following document is a Dedicatory Instrument governing the Association.

- **Chatsworth Place Townhome Condominiums Resident Rules and Regulations revised February 17, 2022.**

A true and correct copy of such Dedicatory Instrument is attached to this Supplemental Notice.

This Supplemental Notice is being recorded in the Official Public Records of Real Property of Harris County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Supplemental Notice is true and correct and that the copy of the Dedicatory Instrument attached to this Supplemental Notice is a true and correct copy of the original.

Executed on this 7th day of March, 2022.

BAYOU WOODS TOWNHOME CONDOMINIUM
ASSOCIATION DBA CHATSWORTH PLACE



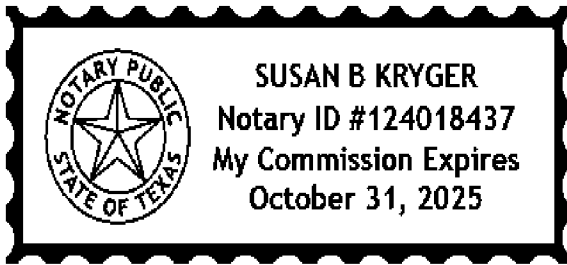
By: _____

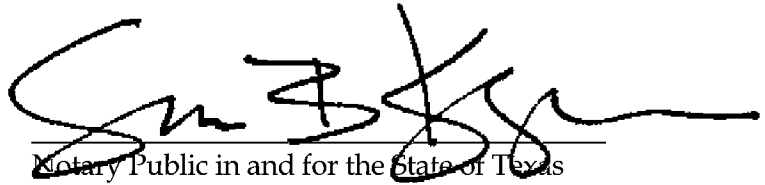
Sipra S. Boyd, authorized representative

RP-2022-121521

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 7th day of March, 2022 personally appeared Sipra S. Boyd, authorized representative of Bayou Woods Townhome Condominium Association dba Chatsworth Place, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.





Notary Public in and for the State of Texas

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CHATSWORTH PLACE TOWNHOME CONDOMINIUMS

Resident Rules and Regulations

revised Feb 17, 2022

1. Exterior Appearance

- Nothing may be attached or hung on any part of front or back porches without prior written approval from the board. This includes but is not limited to hanging plants, lights, decorations, etc.
- No awnings or other projections shall be attached to the outside walls of the buildings; no shades, screens, or aluminum foil, or stickers (other than security stickers), 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 door designs and colors must be approved by the board of directors in writing prior to installation or painting.
- All plants in entryway areas must be in decorative terracotta pots or planters and are permitted only in entryway areas and must be approved in writing by the Board.
- No signs including but not limited to "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. Exceptions are listed below.
- Security Signs (indicating that the unit has a security system) are allowed but must be under 8x8 inches and placed within 1 (one) foot of the building.
- Holiday signs are considered decorations but not allowed for a period of more than 30 days
- School Signs are permitted at the discretion on the board
- Birthday signs are permitted at the discretion on the board for a period of 3 days
- "For Sale" flyers and associated literature are not permitted on the property.
- No playground equipment such as basketball goals, soccer goal, nets, posts etc. may be placed anywhere on the grounds without the written permission of the board.

2. Structural Changes/Remodeling

- Any structural work planned for the interior of any unit is subject to prior written approval from the Board. Note that the Board does not and cannot make any judgement in regard to the engineering or structural integrity of these changes. Construction plans and City Permit are required for any interior changes that result in structural changes to the building. 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 painting, additions, ground lighting, patio covers, or enclosures, without the prior written approval of the Board.
- All work requiring outdoor space for sawing, sanding, milling, or assembly operations must be performed in the owner's carport or patio areas - never in the front of a unit, on porches, 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 at the end of each day.
- Owners are responsible for the repairs, replacement and cost of all elements that are used exclusively for only that unit. This includes but is not limited to elements such as, windows, doors, storage sheds, patio fencing, hardware, etc.
- All work for individual units that creates noise must be conducted between the hours of 8am and 6pm. 7 days a week. Work contracted by the board on common elements may be conducted at any hour as needed or contracted.

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3. Obstruction of Common Areas and Limited Common Areas

- Sidewalks, steps, entrances, driveways and carports shall not be obstructed in any way or used for any purpose other than ingress and egress.

4. Aerials / Antenna / Satellite Dishes

- Residents shall not erect, nor allow to be erected, any cabling, aerial, antenna, satellite dish or similar structure or any exterior cabling for internet, phone, radio, television, or any other purpose without written approval from the Board.

5. Roof

- Chatsworth's roofing materials and manner of installation are subject to installer and manufacturer warranties that will be voided by unauthorized repair or Installations. Skylights unless grandfathered from prior construction are prohibited.
- Prior to attempting any work that requires access to the roof of any Chatsworth building, owners or residents are responsible for notifying their contractors who should first contact the Property Management company, Property Masters (281.556.5111) for instructions. The insulating and heat reflective roofing material on Chatsworth buildings can be easily damaged by careless or uninformed contractors.
- 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.
- Roofing materials whether new construction or replacement on any area including but not limited to laundry rooms, additions, walkways must be approved in writing by the board.

6. Plumbing

- If a water leak EMERGENCY is involved, it is highly recommended that residents call plumbers that are experienced with Chatsworth's plumbing. Call CHARLIE'S PLUMBING (24 hrs.) at 713.242.7543 or PALOMO PLUMBING at 281 813-6707.
- 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 or Palomo Plumbing for all other plumbing repairs. Note that any damages to the Chatsworth plumbing system will be the responsibility of the Owner regardless of who does the work.
- If any repair requires that water be turned off, a CALL TO THE PROPERTY MANAGEMENT COMPANY, PROPERTY MASTERS (281.556.5111) IS REQUIRED in order that it may be scheduled and proper notice given to all other affected owners.

7. 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)

8. Littering

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

9. Trash Pickup

- Trash must be placed in plastic trash bags and then placed in community approved garbage cans. These garbage cans are to be placed in the carport area adjacent to the patio fence.
- Residents are responsible for disposing any boxes or loose items, or overflow trash bags that do not fit in the approved garbage cans. These items must be placed inside the dumpster.
- *Chatsworth offers trash pick-up not trash clean-up.* If animals get into your trash, you are required to properly dispose of it. 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.

10. Dumpsters

- Trash and debris that is too large to be placed in resident trash containers must be placed in the dumpster by the resident. The dumpster is 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. If reducing large items to a smaller size is not feasible, for example, large furniture, box springs, and mattresses, the item(s) should be neatly placed along the inside of the fenced area for ease of pickup. Oversized items require special disposal and the resident must call the Property Management Company, Property Masters (281-556-5111) to arrange special pick-up.

11. Dumping

- No dangerous materials, liquids, or solids, paint, grout, excessive detergents, etc. shall be dumped anywhere on the grounds.

12. 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.

13. Parking and Carports

- Residents should park in their assigned carport parking areas, or permitted space in front of their unit. Do not park in front of other people's units. Vehicles must be properly parked perpendicular to the building and must not block the driveway in any way. Please instruct guests and visitors not to park along curbs (Fire Regulation), or in covered carport spaces.
- Only vehicles or motor bikes for personal use with two axles may be parked under carports.
- All vehicles and motor bikes must be clean, maintained and working order.
- Vehicles that are not being regularly driven and are being "stored" in the carport must be kept clean, currently licensed, and have a valid safety inspection sticker. ("stored" is defined as unmoved for 30 or more days.) Carports shall be kept neat and tidy. Vehicles that do not comply with the rules above are subject to be towed at owner's expense.
- Other than your approved trash container, no other items may be stored in plain sight without the written consent of the Board. No items are to be stored on top of the storage sheds.

14. Motorcycles, Motorbikes, and Motor Scooters

- Motorcycles, Motorbikes, and Motor Scooters, and the like may not be operated within the property except for the purpose of transportation directly to and from the property. Be respectful of your neighbors. Keep engine noise at a minimum by employing only reasonable and necessary speed to move in and out of the property.

15. Boats, Motor Homes, Trailers, and Watercraft

- Boats, Motor Homes, Trailers, and Watercraft may not be stored onsite.

16. Repair of Vehicles

- No repair of vehicles is allowed anywhere on the property.

17. Noise Disturbances

- Although Chatsworth units are considered well built, the walls separating living units one from the other do permit some noise transmission. Please play radios, stereos, televisions, and musical instruments at reasonable levels so as not to disturb adjoining residents.

18. Outdoor Decorations and events

- All Outdoor decorations are subject to the approval of the board
- Outdoor parties and events must be approved in writing by the Board.
- Realtor "Open House" events are not permitted without the prior written consent from the Board. When permitted, these rules must be followed: Hours are 10 AM to 6 PM. The entry gate shall be closed and monitored by seller. Gate codes are not permitted to be given out.

19. 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 not 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.
- No pets are ever allowed in the pool or within the fenced pool area. (except service animals see pg 7)

20. Children at Play

- Parents are 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 and do not allow children to play in the creek.
- 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 (10 mph or less) and carefully when entering, leaving or driving through the property.

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.

Homeowner responsibility

- it is the homeowner's responsibility to promptly notify the Board in writing about any required repair or damage that may be the HOA's responsibility. If not reported promptly, the homeowner shall be responsible for any repairs needed.
- If you have questions or need approval for anything that requires the approval of the Board, please contact Property Masters at 281 556-5111.
- Be respectful of your neighbor and their personal property. Be polite and courteous. Note Chatsworth Place shares a boundary with Bayou Woods. Bayou Woods is a separate condominium property to the north of Chatsworth Place. No residents or guests of Chatsworth Place are permitted on Bayou Woods property at any time.

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 The Property Management company, 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 any the above or following Rules and Regulations.
- Fines for violations are established as follows: A notice, via letter and / or by email will be sent to the owner requesting an immediate cure of the violation. A \$25 fine may be levied. Violations which are not remedied are subject to additional fines.
- Accumulated unpaid fines past 8 weeks 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.

26. Pet Rules & Regulations

CONDITIONAL PERMISSION TO KEEP OR MAINTAIN PETS

- Pet(s) shall be conditionally permitted in accordance with the provisions of this section. Provided that all of the following rules are met and maintained at all times, each resident shall be permitted, on a conditional basis, to keep or maintain pet(s) in compliance with the following rules (conditional permission). If any of the following rules are violated, the conditional permission to keep or maintain any pet in violation of such rules shall be subject to being revoked by the Board in the Board's sole and absolute discretion.

RESTRICTIONS AS TO PET(S)

- The following rules shall apply to all residents, guests of all ages and their pet(s). Violation of any of the following rules may be the basis for revocation of the conditional Permission to keep such pet (s). Owners are fully responsible for their pets. Owners shall be responsible for ensuring their tenants, and guests comply with these Rules.
- No animals shall be kept except normal and customary household pets (i.e. dogs, cats, fish, birds, etc.). Reptiles, exotic species, farm animals, or endangered species are prohibited.
- As to dogs and cats, there shall be allowed only two (2) dogs and two (2) cats per unit. Provided, however, that if any resident owns and maintains more than two (2) dogs and two (2) cats as of the date of the adoption of these Rules and Regulations in his /her/their unit, such dog and cat shall be deemed grandfathered and shall be permitted to remain at the property for the durations of their lives. No other pets in violation of these rules will be deemed grandfathered unless approved in writing by the Board.
- The Board will have absolute and final discretion to disallow any dog, or breed of dog the Board considers dangerous or not compatible with community living. Exceptions: any dog living on the property prior to the date of the adoption of these Rules and Regulations in his /her/their unit, such dog shall be allowed to remain. Any current owner who is exempt shall nonetheless be responsible for any additional fees or costs that the HOA may incur as a result of property insurance requirements, injury, or additional costs for any other reason,
- No pets shall be kept or bred for commercial purposes.
- No pets shall be kenneled or tethered unattended for any period of time on any part of the limited or general common elements of the property, patio, balcony or carport. Pets may not be housed temporarily or permanently on the patio of any unit.
- No pet shall be fed, nor water provided, on a patio or balcony. Pets and animals of any kind may not be fed in common or limited common areas, including bird and squirrel feeders in trees.

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- **Pets shall be kept in a manner that does not disturb another resident's rest of peaceful enjoyment of his or her unit or the Common Elements. No pet shall be permitted to bark, howl, whine, screech, or make other loud noises for extended or repeated periods of time.**
- **ALL PETS SHALL BE KEPT ON A LEASH OR CONTAINED AND MAINTAINED UNDER THE CONTROL OF THEIR OWNER WHILE ON THE COMMON GROUNDS. (City of Houston leash law mandates this). Pets are not permitted to roam freely about the grounds at Chatsworth Place.**
- **The only exception is that a dog may be untethered and off its leash in an enclosed area which shall clearly marked DOG PARK NO LEASH REQUIRED ONCE INSIDE THIS ENCLOSED PARK AREA. However, if another dog(s) or person(s) should come inside or wish to enter the park, the owner must immediately put his dog on a leash unless all parties agree to allow the dog(s) off his (their) leashes. The dog(s) must be under the full control of its owner(s) at all times.**
- **Animals being transported from a unit to an automobile or another unit must be on a leash, securely carried, or carried within a pet carrier. Residents shall not allow cats under their control or supervision to roam free on or about the common area or common elements.**
- **No savage or dangerous animals shall be kept (i.e. vicious breeds, trained attack dogs, or any dog deemed to be a threat to the well-being of people or other animals by the Association etc.) As directed and upon approval of the Board, upon notice from the Association's managing agent, any animal that has been implicated in an attack on a person or other animal must be removed from the community immediately.**
- **Be a good neighbor - the Dog Walk area is a practical and attractive amenity. Everyone must pick up after their pets. Use your own plastic bag or one conveniently provided in "doggie stations" in several areas along the creek. Always dispose of pet waste in the cans attached to the bag dispensers.**
- **EACH RESIDENT WHO MAINTAINS A PET SHALL BE RESPONSIBLE TO PICK-UP AND DISPOSE OF ANY DEFECATION BY SUCH PET ON THE PROPERTY. The Board will levy a fine against a unit and its owner each time wastes are discovered on the Common Elements and attributed to an animal in the custody of that unit's resident.**
- **Except for "service animals" as defined by applicable ADA regulations, pets are not allowed in the pool enclosure (City Ordinance) at any time (the term "service animal" as defined by applicable ADA regulations does not include assistance animals which provide emotional support to persons with a disability-related need for that support). Pets are not allowed in the swimming pool at any time.**
- **Residents are not permitted to bathe or groom dogs and/or cats outside in the common areas. Residents who keep or maintain pet (s) in accordance with these rules must be responsible pet owners and not allow their pet (s) to unreasonably interfere with the rights of other residents.**
- **All pet (s) shall have such care and restraint so as not to be bothersome to other people or pets. Pets shall not be obnoxious or offensive on account of noise, odor, or unsanitary condition.**

VIOLATION OF PET RULES; REVOCATION OF CONDITIONAL PERMISSION

- **In the event that any resident violated any of the foregoing rules, or fails or refuses to maintain and care for his/her/their pets, or allows their pets to unreasonably interfere with the rights of other residents, or such pets are determined to be offensive on account of noise, odor, or pose a threat to other residents, the Board, in its sole discretion, shall have the right to revoke the permission to keep any pet in violation of the rules of these provisions, and the resident shall be obligated to promptly remove and relocate any such animal determined by the Board to be in violation of these provisions.**

PET FINES

- The Association may levy a fine, not to exceed One Hundred and No/100 Dollars (\$100.00) per occurrence or per day (as the case may be), for violations of these Rules. Provided, however, that no such fines shall be imposed unless notice and an opportunity to be heard are given in accordance with the following:
- The Association shall give the Owner of the Unit written notice that:
 1. describes the violation and states the amount of the proposed fine;
 2. states that no later than the 30th day after the date of the notice, the Owner of the Unit may request a hearing before the Board to contest the fine; and
 3. allow the Owner of the Unit a reasonable time, by a specified date, to cure the violation and avoid the fine unless the Owner of the Unit was given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months.
- The Association may give a copy of the notice(s) required above to the Resident(s) of the Unit (if different than the Owner).
- The Association must give notice of a levied fine to the Owner of the Unit not later than the 30th day after the date of levy.
- Notices required by this section may be given by the Board or the managing agent of the Association acting on behalf of the Association.

ENFORCEMENT

- The Association may seek to enforce violations of these Rules by any and all lawful means, including, without limitation, by the levy of fines; suspension of voting privileges or the use of general common element amenities; the filing of a “Notice of Non-Compliance in the Real Property Records of Harris County, Texas; and/or by filing of lawsuit(s) seeking appropriate temporary and permanent injunctive relief mandating the removal of such pet. Any or all of the foregoing remedies may be joint or several; and the implementation of any of such remedies shall not be deemed a waiver as to the subsequent implementation of one or more other remedies.
- The Association, the Board, its agents, and/or employees shall not be held to a standard requiring that they monitor, or conduct full time surveillance of activity occurring on/within the common areas/common elements for the purpose of observing, detecting, and enforcing violations of these Rules as and when any such violations occur, in “real time”; and shall not be responsible or liable to any Owner, Resident, or any other party whomsoever who claims any damage, injury, or loss for the failure or inability of the Association, the Board, its agents or employees to detect and enforce violations of these Rules at the time any such violations occur in “real time”.

DAMAGE/INDEMNITY

- Each Resident shall be responsible for any property damage, injury, or disturbance his or her pet may cause or inflict. Each Resident shall compensate any person injured by his/her pet. Any resident who causes any animal to be brought or kept upon the premises of the condominium property shall indemnify and hold harmless the Association for any loss, damage, cost or liability which the Association may sustain as a result of the presence of such animal on the premises.

EFFECTIVE DATE

- These “Amended and Restated Rules and Regulations” are being recorded in the Public Records of Harris County, Texas pursuant to the requirements of Section 202.006 of the Texas Property Code.

This document is being recorded as a COURTESY ONLY by Roberts Markel Weinberg Butler Hailey PC, without review and without liability, expressed or implied.

RP-2022-121521

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Pages 11
03/07/2022 02:20 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$54.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

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