

CERTIFICATE OF CORPORATE RESOLUTION
ADOPTION OF
RULES AND REGULATIONS ESTABLISHING COMMUNITY STANDARDS
FOR
DE MOSS VILLAGE #1 HOMEOWNERS ASSOCIATION, INC.

The undersigned Officer of **DE MOSS VILLAGE #1 HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation (the "Association"), does hereby certify that at a duly constituted meeting of the Board of Directors of the Association held on March 26, 2018, with at least a majority of the Board of Directors present, the following resolution was duly made and approved by the Board of Directors:

WHEREAS, pursuant to applicable provisions of Chapter 81 and Chapter 82 of the Texas Property Code, that certain "Condominium Declaration for De Moss Village (No. 1)", recorded in Volume 4, Page 40, et seq. of the Condominium Records of Harris County, Texas, together with all amendments thereto (the "Declaration"), and the Bylaws ("Bylaws") of the Association, the Association is responsible for administering the **DE MOSS VILLAGE NO. 1 Condominium** and the covenants, conditions, and restrictions set forth in the Declaration; and

WHEREAS, (i) the Texas Property Code, Section 82.102(a)(6), (7), (12) and (13) specifically authorizes the Association, acting by and through its Board of Directors, to "regulate the use, maintenance, repair, replacement, modification, and appearance of the condominium"; "adopt and amend rules regulating the use, occupancy, leasing or sale, maintenance, repair, modification, and appearance of units and common elements..."; "impose interest and late charges for late payments of assessments, return check charges, ...and reasonable fines for violations of the Declaration, Bylaws, and Rules of the Association"; and "adopt and amend rules regulating the collection of delinquent assessments and the application of payments"; (ii) the Declaration, Section 10, provides that each Owner has the right to use the Common Elements subject to the rules and regulations adopted by the Board of Directors; and (iii) the Bylaws of the Association, Article IV, Section 2(c), specifically authorizes the Board of Directors to formulate and enforce policies, rules, and regulations from time to time to govern the use, management, and operation of the Common Elements; and

WHEREAS, the Board of Directors is desirous of, pursuant to this Resolution, to adopt Rules and Regulations establishing certain Community Standards for De Moss Village #1, including the enforcement thereof by the levy of fines.

NOW THEREFORE, BE IT RESOLVED THAT, the following Rules and Regulations are hereby adopted establishing certain Community Standards for De Moss Village #1 Condominium, including the enforcement thereof by the levy of fines:

**RULES AND REGULATIONS ESTABLISHING
COMMUNITY STANDARDS FOR DE MOSS VILLAGE #1
("RULES")**

These Rules have been adopted by the Board of Directors of De Moss Village #1 Homeowners Association, Inc., a Texas nonprofit corporation (the "Association").

These Rules apply to the Units and Common Elements of De Moss Village #1, a Condominium (the "Condominium"). By owning or occupying a Unit in the Condominium, each Owner and Resident agrees to abide by these Rules, as well as the obligations of Owners and Residents provided in the Declaration and Bylaws. These Rules are in addition to the restrictions found in the Declaration.

A. COMPLIANCE

- A-1. COMPLIANCE. Each Owner shall comply with the provisions of these Rules, the Declaration, the Bylaws, and community policies promulgated by the Board of Directors to supplement these Rules, as any of these may be revised from time to time (collectively, the "Condominium Documents"). Each Owner, additionally, shall be responsible for compliance with the Condominium Documents by the occupants of his or her Unit, and his or her or their respective families, invitees, tenants, agents, employees, or contractors. Use of "Owner" or "Resident" in these Rules shall be deemed to include and apply to the Owner of a Unit in the Condominium and to all persons for whom the owner is responsible. An Owner should contact the Board of Directors if he or she has a question about these Rules.
- A-2. ADDITIONAL RULES. Each Resident shall comply with all rules and signs posted from time to time on the Condominium by the Association, including those regulating the use of the amenities, if any, and the Common Elements. Such posted rules are incorporated in these Rules by reference. Each Resident shall comply with notices communicated by the Association, from time to time, in the nature of seasonal or temporary rules, or notice of a change affecting use of the Condominium. Such temporary rules are incorporated in these Rules by reference.

- A-3. **WAIVER.** Certain circumstances may warrant waiver or variance of these Rules. An Owner must make written application to the Board of Directors for such waiver or variance. If the Board of Directors deems the waiver or variance warranted, the Board of Directors may condition its approval, which must be in writing to be effective. Any consent or approval given under these Rules by the Board of Directors shall be revocable at any time.
- A-4. **FINES.** The Association may levy a fine, not to exceed Seventy-five and No/100 Dollars (\$75.00) per occurrence (as the case may be), for violations of these Rules.
- A-5 **SUSPENSION OF CERTAIN RIGHTS.** The Association, at its sole discretion, upon written notice to an Owner, may suspend the voting privileges of an Owner or the use by the Owner or a Resident of certain general common elements (e.g. pool, etc.) when the Owner of such Unit is delinquent for more than 30 days in the payment of assessments.

B. OBLIGATIONS OF OWNERS AND RESIDENTS

- B-1. **SAFETY.** Each Resident is solely responsible for his or her own safety and for the safety, well-being and supervision of his or her guests and any person on the Condominium to whom the Resident has a duty of care, control, or custody.
- B-2. **DAMAGE.** Each Owner is responsible for any loss or damage to his or her Unit, other Units, the personal property of other Residents or their guests, or to the Common Elements and improvements, if such loss or damage is caused by the acts or omissions of Owner or by any person for whom the Owner is responsible. Further, each Owner is responsible for any loss or damage to the Condominium or any other Unit not covered by the Association's insurance (or the deductible relative to same) resulting from the failure or malfunction of any part or portion of the Unit or fixtures therein (including plumbing, electrical, etc.), irrespective of any negligence. Each Owner shall close all exterior windows and doors when necessary to avoid possible damage from storms or the elements. All damage to the Condominium caused by construction or repair activities within an Owner's Unit, or by the moving of any article therefrom or by the carrying of any article thereto, shall be paid for by the Owner responsible for such construction or repair activities or the presence of such article.
- B-3. **ASSOCIATION DOES NOT INSURE.** Each Resident is solely responsible for insuring his or her personal property in the Unit and on the Condominium and/or property not covered by the Association's insurance, including his or her furnishings, automobile, and items kept in storage areas. Personal property placed in or on the Condominium shall be solely at the risk of the owner of such personal property. Each Resident is also solely responsible for such Resident's liability to third parties for occurrences within the Resident's Unit. The Association advises Owners and Residents to purchase property insurance on their personal belongings and liability insurance for occurrences within their Units and incidental damage resulting therefrom.

- RP-2018-257454
- B-4. **RISK MANAGEMENT.** No Resident shall permit anything to be done or kept in his or her Unit or the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the Common Elements, or which may be in violation of any law.
 - B-5. **REIMBURSEMENT FOR ENFORCEMENT.** An Owner shall promptly reimburse the Association for any expenses incurred by the Association in enforcing the Condominium Documents against the Owner, his or her Unit, or persons for whom the Owner is responsible.
 - B-6. **REIMBURSEMENT FOR DAMAGE.** An Owner shall promptly reimburse the Association for the cost or damage to the Condominium caused by the acts, omissions, negligence (or willful conduct of the Owner or the persons for whom the Owner is responsible); or, unless covered by the Association's insurance (or the deductible related to same), resulting from the failure or malfunction of any part or portion of the Unit or fixture therein (including plumbing or electrical), irrespective of negligence. Such Owner shall indemnify and hold the Association harmless for any such cost or damage.
 - B-7. **INSURANCE DEDUCTIBLES.** Insurance policies maintained by the Association may provide for commercially reasonable deductibles as the Board determines appropriate or necessary. If the cost to repair damage to a Unit or Common Element covered by the Association's insurance is less than the amount of the applicable insurance deductible, the party who would be responsible for the repair in the absence of insurance shall pay the cost for the repair of the Unit or Common Elements. If damage to a Unit or the Common Elements is due wholly or partly to an act or omission of any Unit Owner or a guest or invitee of the Unit Owner, the Association may assess the deductible expense and any other expense in excess of the insurance proceeds against the Owner and the Owner's Unit as an assessment.

C. OCCUPANCY STANDARDS

- C-1. **NUMBERS.** A Unit may be occupied by no more than two (2) persons per bedroom, unless higher occupancy is mandated by public agencies that enforce compliance with the familial status protection of the Fair Housing Act.
- C-2. **DANGER.** The Association may prohibit occupancy by a person who constitutes a direct threat to the health or safety of other persons, or whose occupancy would result in substantial physical damage to the property of others, pursuant to the Fair Housing Act.
- C-3. **OCCUPANCY DEFINED.** Occupancy of a Unit for purposes of these Rules, shall mean occupancy of at least 30 continuous days or 60 non-continuous days in any 12-month period.
- C-4. **TERM OF LEASE.** A Unit may not be leased for hotel or transient purposes or for a term of less than six (6) months. No less than the entire Unit may be leased.

- C-5. **WRITTEN LEASES.** Each lease must be in writing and shall be subject in all respects to the provisions of the Condominium Documents, as amended from time to time, and all instruments affecting title to the condominium property.

D. GENERAL USE AND MAINTENANCE OF UNIT

- D-1 **RESIDENTIAL USE.** Each Unit must be used solely for Residential use, and may not be used for commercial or business purposes. This restriction shall not prohibit a Resident from using his or her Unit for a limited business purpose, provided that: (i) such use is incidental to the Unit's Residential use; (ii) such use conforms to all applicable laws and ordinances; and (iii) there is no external evidence of such use and such use otherwise complies with the Restrictions set forth in the Declaration. In no event shall such limited business use unreasonably interfere with the quiet enjoyment of the other Owners of their Unit or involve the sale of goods or merchandise to the public. In addition, consultation with clients or customers at a Unit shall not be permitted. Notwithstanding the foregoing, the use of a Unit for the maintenance of a personal or professional library; for the keeping of personal, business or professional records of accounts; or for the handling of personal business or professional telephone calls or correspondence shall not be deemed to be a violation of these provisions.
- D-2. **ANNOYANCE.** No Unit, balcony or patio may be used in any way that: (i) may reasonably constitute a nuisance to other Unit Owners; (ii) may be calculated to reduce the desirability of the Condominium as a residential community; (iii) may endanger the health or safety of other Residents; or (iv) may violate any law or any provision of the Condominium Documents.
- D-3. **MAINTENANCE.** Each Owner, at his or her sole cost and expense, shall maintain his or her Unit (including any balcony or patio, and any Limited Common Elements appurtenant thereto) in a clean, safe and sanitary condition. Each Owner shall also use due care to avoid damaging any of the Common Elements, including, but not limited to, telephone, water, gas, cable, television, plumbing, power or other utility systems throughout the Condominium and each Owner shall be responsible for his or her negligence or misuse of any of the Common Elements or the failure or malfunction of his or her own facilities resulting in damage to the Common Elements, irrespective of negligence.
- D-4. **WATER CLOSETS.** Water closets and other water apparatus in the Units shall not be used for any purposes other than those for which they were constructed nor shall any sweepings, rubbish, rags, paper, ashes, or any other article be thrown into the same. Any damage resulting from misuse or clogging of any water closet or other apparatus shall be paid for by the Owner in whose Unit it shall have been caused.
- D-5. **AIR CONDITIONING EQUIPMENT.** Each Owner, at his or her sole cost and expense, shall maintain, repair, and replace the heating and cooling equipment/system serving his or her Unit.

- D-6. **COMBUSTIBLES.** No Owner shall use or permit to be brought into or stored in the Condominium, his or her Unit, balcony or patio, any flammable oils or fluids such as gasoline, kerosene, naphtha, benzene, or other explosives or articles deemed extra hazardous to life, limb, or property without in each case obtaining the prior written consent of the Board of Directors or the manager hired by the Association.
- D-7. **BARBECUE GRILLS.** Outdoor gas cooking grills may be placed on any patio provided that such grill and the use thereof is in such location and is in full compliance with all applicable City of Houston ordinances and Fire Code Regulations.
- D-8. **REPORT MALFUNCTIONS.** A Resident shall immediately report to the Board of Directors his or her discovery of any leak, break, or malfunction of any item fixture, or component of any portion of his or her Unit or the adjacent Common Elements for which the Association has a maintenance responsibility. The failure to report promptly a problem shall be deemed negligence by the Resident, who may be liable for any additional damage caused by the delay.

E. GENERAL USE AND MAINTENANCE OF COMMON ELEMENTS

- E-1. **INTENDED USE.** Every area and facility in the Condominium may be used only for its intended and obvious use. For example, unless otherwise provided in the Rules, walkways, stairways, sidewalks, and driveways are to be used exclusively for purposes of access, not for social congregation or recreation. The Common Elements shall not be used for storage of supplies, personal property, garbage or refuse of any kind (except common garbage receptacles, storage buildings or other similar structures which may from time to time be placed upon the Common Elements at the discretion of the Board), nor shall the Common Elements, balconies, or patios be used in any way for the drying, shaking or airing of clothing or other items. No Owner shall do any act or place any object in his or her Unit which would create a structural hazard or endanger the structure of the Condominium or adjacent Units.
- E-2. **GROUNDS.** Residents may not use or abuse the landscaped areas, lawns, beds, and plant materials on the Common Elements. The following are expressly prohibited: digging, planting, pruning, climbing, and use by pets for "relieving" themselves.
- E-3. **ABANDONED ITEMS.** No item or object of any type shall be stored, placed, or maintained anywhere on the General Common Elements, including window sills, passageways, and driveways, except by the Board of Directors or with the prior written consent of the Board of Directors. Items of personal property found on General Common Elements are deemed abandoned and may be disposed of by the Board of Directors.
- E-4. **STORED ITEMS.** If the Association provides storage areas for use by Residents, Resident agrees that the Association is not responsible for items stored there by Resident, who shall be solely liable at all times for his or her personal property.
- E-5. **NO SMOKING.** Smoking shall not be permitted in the pool area or any other area within the Common Elements which is designated "No Smoking".

- E-6. Any damages to the common elements caused directly or by accident shall be the responsibility of the owner. And the owner is responsible for the actions of his or her tenant.

F. COMMUNITY ETIQUETTE

- F-1. COURTESY. Each Resident shall endeavor to use his or her Unit and the Common Elements in a manner calculated to respect the rights and privileges of other Residents.
- F-2. ANNOYANCE. No unlawful, noxious or offensive activity shall be conducted or carried on in any Unit, or upon the Common Elements or anywhere else in the Condominium, nor shall anything be done therein or thereon which may be or become an annoyance or a nuisance to other Owners or the neighborhood or cause unreasonable noise or disturbance to others, or which shall interfere in any manner with any Owner's quiet enjoyment of his or her Unit.
- F-3. NOISE AND ODORS. Each Resident shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb Residents of other Units. The use or discharge of firearms, firecrackers or fireworks is expressly prohibited within or from the Condominium.
- F-4. COMPLIANCE WITH LAW. Residents may not use the Condominium for unlawful activities. Residents shall comply with applicable laws and regulations of the United States and of the State of Texas, and with ordinances, rules, and regulations of Houston, Texas. A Resident who violates this provision shall hold the Association and other Owners and Residents harmless from all fines, penalties, costs, and prosecutions for the Resident's violation or noncompliance.

G. ARCHITECTURAL CONTROL

- G-1. ALTERATIONS, ADDITIONS AND IMPROVEMENTS. No alterations of any portion of the Common Elements or additions or improvements thereon or of any portion of the Unit (including any balcony, roofing or patio) visible from the exterior of the Unit shall be made by any Owner without the prior written approval of the Board of Directors of the Association. Further, any alterations within a residence that include electrical or plumbing modifications and/or wall changes must be submitted in writing for approval by the Board of Directors of the Association. No Owner shall make any structural modification or substantial improvement to or alteration of or to his or her Unit (including any balcony, roofing, or patio), or the Common Elements, including any alteration or modification involving plumbing, electricity, fire protection and security systems, heating, ventilating, air conditioning systems or any mechanical or structural systems, except in a manner authorized in writing by the Board of the Association. At no time will construction of a permanent nature covering an exterior window or a portion of a window be allowed. Unit Owners shall be responsible for the cost of replacing glass due to any and all glass breakage resulting from any approved alteration or modification.

G-2. PROHIBITED ACTS. No person may:

- a. Post or inscribe signs, notices, or advertisements on the Common Elements or in a Unit (including any balcony or patio) if visible from outside his or her Unit, including "For Sale" or "For Lease" signs.
- b. Place or hang an object in, on, from, or above any window, interior window sill, balcony or patio that, in the opinion of the Board of Directors, detracts from the appearance of the Condominium.
- c. Hang, shake, or otherwise display linens, clothing, towels, rugs, shoes, mops, bedding or other similar items from windows, doors, balconies, patios, or passageways.
- d. Erect or install exterior horns, lights, speakers, aerials, antennas, satellite dishes or other transmitting or receiving equipment, or cause anything to protrude through an exterior wall or roof.
- e. Place decorations on exterior walls, windows, or doors, or on the General Common Elements.

G-3. WINDOW TREATMENTS. An Owner may install window treatments inside his or her Unit, at his or her sole expense, provided:

- a. Any window treatment, glass film, including drapes, blinds, shades, or shutters, must be clear, white or neutral in color when viewed from outside the Unit;
- b. Aluminum foil and reflective window treatments are expressly prohibited; and
- c. Window treatments, and glass film must be maintained in good condition, and must be removed or replaced if they become stained, torn, damaged, or otherwise unsightly in the opinion of the Board of Directors.

G-4. Board of Directors Approval. To obtain the Board of Directors written consent for a modification, an Owner must submit to the Board of Directors complete plans and specifications showing the nature, kind, shape, size, materials, colors, and location for all proposed work, and any other information reasonably requested by the Board of Directors. The Board of Directors failure to respond to the Owner's written request within 45 days after it receives the Owner's request shall be construed as no objection to the proposed changes.

G-5. CONSTRUCTION AND CONTRACTOR RULES. Outside contractors are at Condominium at the invitation of the respective unit owner. In addition to applicable governmental laws, rules, regulations and ordinances, contractors are required to abide by the following rules and regulations so that Owners and other residents are not unduly disturbed by work-related activities:

HOURS. Working hours are Monday - Friday, 8:30 am - 4:30 pm. Contractors may arrive on the property no earlier than 8:00 am to prepare for work and must have cleaned up and have departed the premises no later than 5:00 pm. Any work involving impacting or drilling of the concrete slab is prohibited prior to 10:00 am. This includes the operation of impact hammers, rotary hammer drills, core drills, nail guns and the installation or removal of carpet tack strips.

PARKING. Parking spaces for contractors are located offsite, no provisions for contractor parking being made in the Condominium.

Contractors are responsible and liable for any damage to the common areas and will be required to restore the damaged areas to their original condition to the satisfaction of Management.

NOXIOUS ODORS. The use of paints, chemicals or solvents that cause noxious or unpleasant odors to enter common areas or other residents' units is prohibited.

TRASH. All trash and debris is to be completely removed from the property by the contractor. Dumpsters and any trash receptacles present on the property, are NOT to be used for construction trash.

APPLIANCES. Unit appliances are not to be used for disposal of trash or cleaning equipment or for any other reason. Kitchen sinks, bathtubs, toilets, etc. are not to be used for washing painting equipment or disposal of any construction materials.

INSURANCE. All contractors performing work in the Building must obtain and have in full force and effect comprehensive liability insurance.

H. VEHICLE RESTRICTIONS

- H-1. **VEHICLE OPERATION.** Each Owner shall operate his or her vehicle in a safe and cautious manner while entering, exiting, or maneuvering within the parking area so as to minimize the risk of property damage and personal injury.
- H-2. **PERMITTED VEHICLES.** For purposes of these Rules, vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles. Vehicles not in operating condition shall not be parked, repaired or stored (on blocks or otherwise) upon the Condominium. Without limitation, a vehicle shall be deemed not to be in operating condition if same has expired or missing license tags or inspection stickers, or are incapable of being driven due to mechanical condition of any kind. Boats, jet skis, trailers, campers, motor homes, recreational vehicles, commercial vehicles, trucks (other than standard-size pick-up trucks), and the like shall not be parked in the Condominium. No noisy or smoky vehicles may be operated on the Condominium. No motorcycles without mufflers shall be permitted in the Condominium.
- H-3. **REPAIRS.** Washing, repairs, restoration, or maintenance of vehicles is prohibited, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.

- H-4. **SPACE USE.** Because of limited off-street parking, all parking spaces in the Condominium shall be used for parking purposes only, and may not be used for storage. No parking space shall be converted for living, recreational or business purposes, nor shall anything be stored in any parking space.
- H-5. **GUEST/SERVICE VEHICLE PARKING.** Parking for guests of any Owner or Resident shall be in areas designated as "guest parking". Each Owner shall require his or her construction and household employees, including cleaning and maintenance personnel, to park in the parking space(s) assigned to the Owner's Unit, unless the Owner's personal vehicle occupies such parking space(s), in which event the Owner will require the employees to utilize street parking adjacent to the Condominium.
- H-6. **NO OBSTRUCTION.** No vehicle may be parked in a manner that interferes with ready access to any entrance to or exit from the Condominium. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on the Condominium. No vehicle may be parked, even temporarily, in spaces reserved for other Owners, guests or service vehicles, in fire lanes, or in any area designated as "No Parking."
- H-7. **NUISANCES.** Each vehicle shall be muffled and shall be maintained and operated to minimize noise, odor, and oil or other fluids emissions. No Resident shall cause or permit the blowing of a horn of any vehicle in which such Resident or his or her guest or family shall be occupants while approaching or in the parking areas or garage serving the Condominium. No vehicle may be kept on the Condominium if the Board of Directors deems it to be unsightly, inoperable, inappropriate, or otherwise in violation of these Rules.
- H-8. **VIOLATIONS.** Any vehicle in violation of these Rules may be stickered, wheel-locked, and towed or otherwise removed from the Condominium by the Board of Directors, at the expense of the vehicle's Owner. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for Rules violations.
- H-9. **RECHARGING OF ELECTRIC OR HYBRID VEHICLES.** No Resident or any guest, or invitee of any Resident shall utilize any common element electrical outlet or electricity furnished by the Association in whole or part to charge or recharge any vehicle powered in whole or part by electricity (whether battery powered or hybrid). Provided, however, that to the extent that vehicle charging stations or vehicle charging areas are established within the Condominium for the use of Residents or their guests or invitees, the use of such charging stations or areas shall be subject to such rules and regulations hereafter established, including the methodology and means of assessing the recharging costs to the respective end-user. Installation of individual electrical outlet(s) in Limited Common Element parking spaces for the exclusive use of an Owner or Resident for the recharging of such Resident's vehicle shall be subject to the prior written approval of the Board of Directors of the Association and such requirements, conditions, or regulations the Board of Directors shall establish for such installation and use, including the methodology and means of assessing the

recharging costs to such Resident, whether through separate metering, sub-metering, or otherwise.

I. TRASH DISPOSAL

- I-1. GENERAL DUTY. Residents shall not litter Common Elements, shall endeavor to keep the Condominium clean, and shall dispose of all refuse in the trash dumpster(s), trash chute(s) or in receptacles provided specifically by the Association for that purpose, or in any other manner as may be directed by the Association from time to time. No garbage, trash, rubbish, waste, or waste bins or receptacles therefor shall be permitted to remain on any portion of the Common Elements, except in areas specifically designated by the Association therefor.
- I-2. TRASH DUMPSTER/CHUTE OBSTRUCTIONS. Any owner that creates an obstruction to a trash dumpster, if any, or trash chutes, if any, shall be held responsible for the cost of unblocking or removal of the obstruction.
- I-3. HAZARDS. Residents may not store trash inside or outside his or her Unit in a manner that encourages vermin, causes odors, or may permit the spread of fire.
- I-4. EXCESS TRASH. Resident shall place trash entirely within the Trash Dumpster(s) as may be located on the property, and may not place trash outside, next to, or on top of the trash dumpster. If a trash dumpster is full, Resident should locate another trash container or hold his or her trash. Boxes and large objects should be crushed or broken down before placed in trash dumpster. Trash dumpster doors are to be closed at all times when not in use. Resident shall arrange privately for removal of discarded furnishings or any unusually large volume of debris. Owner and Owner's contractors, subcontractors, agents, employees and other parties involved in any construction to or on such Owner's Unit shall confirm that any and all refuse, waste, trash, garbage, rubbish, remains, scraps, and other materials and supplies which are brought onto the Condominium by such parties, or any of them, is removed, at such Owner's expense, at such times, manners and locations as may be required by the Association or the Managing Agent (if any).

J. PETS

- J-1. CONDITIONAL PERMISSION TO KEEP OR MAINTAIN PETS. Pet(s) shall be conditionally permitted in accordance with the provisions of this paragraph J. Provided that, and as conditions precedent, 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 a maximum of two pet(s) of 25 pounds or less 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 Boards' sole and absolute discretion.
- J-2. RESTRICTIONS AS TO PET(S). The following rules shall apply to all residents 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).

- (a) No animals shall be kept except normal and customary household domestic pets (i.e. dogs, cats, fish, birds, etc.). Reptiles, exotic species, and endangered species are expressly prohibited.
- (b) A resident may keep up to two (2) animals within a Unit (an exception will be granted if a resident has three pets at the initial implementation of these rules). There shall be no restriction on the number of fish within the Unit. Permitted pets may also include specifically trained animals that serve as physical aids to handicapped residents.
- (c) Upon request by the Association, all residents shall provide the Association with a list of the household pets kept or maintained in their unit (i.e. number, species, breed, etc.).
- (d) No pets may be kept or bred for any commercial purpose.
- (e) No pet shall be kenneled or tethered unattended for any period of time on any Terrace, or any part of the limited or general common elements of the property.
- (f) ALL DOGS MUST BE ON A LEASH OR CONTAINED AND MAINTAINED UNDER THE CONTROL OF THEIR OWNER WHILE ON THE COMMON AREA. THERE SHALL BE NO EXCEPTIONS (the City of Houston leash law also mandates this). No dog shall be allowed to run loose within the property. 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.
- (g) No savage or dangerous animal such as pit bulldogs or Rottweilers shall be kept, or any animal deemed by the Board of Directors to be a potential threat to the well being of other Residents or visitors or animals. Said dogs may, at the discretion of the Board, management company, or another resident, be reported to the City of Houston pursuant to The State of Texas Health and Safety Code and the City of Houston's Sec. 6-151 of the Code of Ordinances for remedy.
- (h) Each resident who maintains a pet shall be responsible to pick up and dispose of any defecation by such pet on the property.
- (i) Residents are not permitted to bathe dogs and/or cats outside or in the common area except within the designated pet grooming area. All animals must be bathed inside the resident's unit or within the pet grooming area.
- (j) Feral cats are not allowed to roam on or about the property. Cat traps may be set out periodically and any stray cat caught in any such trap will be turned over to the City of Houston Bureau of Animal Registration and Care (or

its then existing equivalent).

- (k) 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 the other residents or disturb another resident's rest or quiet and peaceful enjoyment of his or her Unit or the common elements. Pets owners with animals suffering with any pet-to-human or pet-to-pet communicable disease, must show evidence of veterinarian care to abate the illness, if requested by the Board or its designated management company. Failure to comply may result in fines or other remedies.
- (l) All pet(s) shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, or unsanitary condition. No pet shall be permitted to bark, howl, whine, screech or make other loud noises for extended or repeated percent of time.
- (m) The Board of Directors may designate areas for entry and exit to/from the Building for use by Owners when walking or transporting pets.
- (n) Loud or excessive dog barking or aggressive pet behavior will not be permitted, whether inside the pet owner's residence, within common areas inside the building, or on grounds of the building.
- (o) At no time shall pets be allowed on common area furnishings.
- (p) It shall be the sole responsibility of the pet owner to ensure that all persons whom they utilize to accompany their pet on the grounds of the Condominium, whether such person is a friend, family member, or domestic staff, be fully acquainted with and adhere to these rules and requirements. The resident will have those persons employed in their service sign off on acknowledgement of these policies as well.

J-3 VIOLATION OF RULES, REVOCATION OF CONDITIONAL PERMISSION. In the event that any resident violates 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 the 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 and 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. The Association shall have the right to pursue all available legal remedies to cause the owner/resident to remove any such pet, including, without limitation, a mandatory injunction.

J-4 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.

K. MISCELLANEOUS

- K-1. **SECURITY.** The Association may, but shall not be obligated to, maintain or support certain activities within the Condominium designed to make the Condominium less attractive to intruders than it otherwise might be. The Association, and its/their respective directors, committees, members, agents, and employees, shall not in any way be considered an insurer or guarantor of security within the Condominium, and shall not be held liable for any loss or damage by reason of failure to provide adequate security or the ineffectiveness of any security measures undertaken. Each Owner, Resident, guest, and invitee on the Condominium assumes all risk for loss or damage to his or her person, to his or her Unit, to the contents of his or her Unit, and to any other of his or her property on the Condominium. The Association expressly disclaims and disavows any and all representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security systems, equipment or measures recommended, installed or undertaken within the Condominium.
- K-2. **RIGHT TO HEARING.** An Owner may request in writing a hearing by the Board of Directors regarding an alleged breach of these Rules by the Owner or a Resident of the Owner's Unit. The Board of Directors will schedule a hearing within 30 days of receiving the Owner's written request. At the hearing, the Board of Directors will consider the facts and circumstances surrounding the alleged violation. The Owner may attend the hearing in person, or may be represented by another person or written communication.
- K-3. **MAILING ADDRESS.** An Owner who receives mail at any address other than the address of his or her Unit shall be responsible for maintaining with the Association his or her current mailing address. Notifications of change of name or change of address should be clearly marked as such. All notices required to be sent to Owners by the Condominium Documents shall be sent to an Owner's most recent address as shown on the records of the Association. If an Owner fails to provide a forwarding address, the address of that Owner's Unit shall be deemed effective for purposes of delivery.
- K-4. **COMPLAINTS.** Complaints regarding the service of the Condominium and grounds or regarding action of other Owners shall be directed to the attention of the Association's managing agent made in writing to the Board.
- K-5. **REVISION.** These Rules are subject to being revised, replaced, or supplemented. Owners and Residents are urged to contact the management office to verify the rules currently in effect on any matter of interest. These Rules shall remain effective until 10 days after the Association mails notice of an amendment or revocation of these Rules to an Owner of each Unit.

K-6. OTHER RIGHTS. These Rules are in addition to and shall in no way whatsoever detract from the rights of the Association under the Declaration, Bylaws, Certificate of Formation, and the laws of the State of Texas.

These Rules shall supersede and replace any existing Rules of the Association relating to the same or similar subject matter, and shall be effective upon the recording of this Policy as a "dedicatory instrument" in the Real Property Records of Harris County, Texas.

DE MOSS VILLAGE #1 HOMEOWNERS

ASSOCIATION, INC., a Texas non-profit corporation

By: [Signature] (signature)
NANCY HARKINS (name printed)
Its: PRESIDENT (Officer position)

By: [Signature] (signature)
JIM TUNNEY (name printed)
Its: VICE PRESIDENT (Officer position)

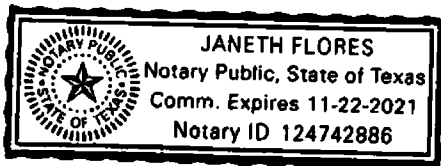
By: [Signature] (signature)
KATHLYN C REED (name printed)
Its: SECRETARY (Officer position)

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 11th day of May, 2018, by Nancy Harkins, Jim Tuomey, kathlyn c. reed Board of **DE MOSS VILLAGE #1 HOMEOWNERS ASSOCIATION, INC.**, a Texas Non-Profit Corporation, on behalf of such corporation.



Janeth Flores
Notary Public – State of Texas

RP-2018-257454
Pages 17
06/11/2018 12:20 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$76.00

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.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2018-257454