

TANGLEWILDE SOUTH

SECTION ONE

RULES & REGULATIONS

07/31/08

(Revised)

Definitions:

General & Limited Common Elements:

- a. The land on which the buildings are located.
- b. The foundation, columns, girders, beams, supports, main wall and roofs.
- c. The yards, gardens, unassigned parking areas, fences, unassigned storage areas, streets, service drives, walks, service easements, recreation areas, boiler rooms and mechanical rooms, if any.
- d. The installations consisting of the equipment and materials making up central services such as power, light, gas, water, swimming pools, and the like.
- e. All other structures, facilities and equipment located on the property necessary or convenient to its existence, maintenance and safety, or normally in common use.
- f. Carport parking spaces that will be designated with a townhouse number, and described on the condominium map (as specified in the original documents).
- g. While carports and patios are reserved for the exclusive use of the homeowner, these are deemed to be limited Common Elements and as such are the property of the homeowners association.

Restriction of Membership:

- a. Any person purchasing a unit in the Tanglewilde South Section One shall automatically become a member in the homeowner's association.
- b. Tenants residing in the Tanglewilde South Section One are not deemed to be members of the association. They are subject to the rules and regulations as set forth in the documents and as set forth by the Board of Managers. It is the responsibility of the homeowner to provide the tenant with a copy of the Documents and these Rules and Regulations.

Vehicles:

- a. Vehicles are defined as passenger vehicles (including automobiles, utility vehicles commonly used by families as a means of transportation, such as Ford Explorers, Jeep Cherokees, Suburbans, etc., and pick-up trucks not exceeding one (1) ton in

capacity).

- b. Pursuant to the Texas Towing Statute (Article 6701g-2, V.A.C.S.) any vehicle found to be in violation will be towed.
 1. Any vehicle which violates any signs prohibiting and restricting parking. (i.e. Fire Lanes)
 2. Vehicles must have a current license sticker.
 3. Vehicles must have a current inspection sticker.
 4. Inoperable vehicles must be parked in the owners assigned parking space. Inoperable vehicles may not detract from the appearance of the properties, which includes, but is not limited to, cars with flat tires and wrecked cars.
 5. No vehicle repairs, including oil changes, may be made within the confines of the properties.
 6. The washing of any vehicle is strictly prohibited (water conservation).
 7. No trucks or vans of any sort (furniture, moving, delivery, repair, etc.) of over 7 feet clearance are allowed in the driveways.
 8. The storage of vehicles (operable or inoperable) is not permitted.
 9. No recreational vehicle, trailer, boat, or camper is allowed to be parked on the common elements.
 10. Commercial vehicles are not to be parked or stored on the property for any reason.
 11. Each owner/tenant should be advised as to their respective *parking space assignment* and emphasize its use so that second cars and visitors may park in the unassigned spaces.

Alteration/Modification of Buildings

- a. No modifications or improvements to a patio, balcony or building will be made without the prior written consent of the Board of Managers.
- b. No structures of any type may be constructed or placed within the development for any length of time without the prior written consent of the Board of Managers.
- c. No foil or other type of reflective material may be placed on windows. Draperies, curtains, blinds and other types of permissible interior window coverings are permitted if they are white, beige, or bronze in color and do not detract from the appearance of the building. No exterior curtains or blinds will be allowed.
- d. Each owner shall be responsible for the replacement of broken windows.
- e. The installation of burglar bars will not be permitted without prior written consent of the Board of Managers. All burglar bars must be painted the standard Tanglewilde South Section 1 beige.

Use of Common Elements

- a. Owners/tenants shall not plant or cause to be planted any ground cover, shrubs, or other plant matter without written consent from the Board of Managers. In no case may any plant material be placed in such a manner as to attach itself to the exterior of the building (i.e. climbing vines or wall covering materials).
- b. Laundry, towels, clothes, bedding, rugs, mops, or brooms may not be hung or aired from these areas.
- c. Trash, garbage, or debris (excluding large items of furniture, refrigerators, washers, and dryers) shall be placed in a trash container (provided by the owner/tenant) which is located in the carport area. Trash, garbage, or debris shall not be placed outside the defined area of collection.
- d. No signs or posters of any kind are to be placed on any part of the common elements (this includes the use of "For Sale" inside the unit).
- e. The disposal of large items (i.e. furniture, refrigerators, washers, dryers, and hot water heaters) will be the responsibility of the owner/tenant. NOTE: There are no facilities on the property for disposing of such items.

Swimming Pool

- a. The swimming pool is available for the use of owners at their own risk. The association does not provide life guard service. **Enter and swim at your own risk.** The swimming pool is governed by the Houston Cod of Ordinances, Chapter 43, Swimming Pools, Sec. 43.
- b. Residents must accompany their guests to the pool.
- c. Children under the age of 14 must be accompanied at all times by an adult.
- d. The gate to the pool area must be securely closed at all times. Persons altering or tampering with the self-locking devices on the gates are in violation of the city code and must be reported to local authorities.
- e. No person shall permit animals to enter or remain in the pool or pool area.
- f. No GLASS containers of any kind shall be allowed in the pool or pool area.
- g. All persons using the pool area shall be responsible for cleaning up after themselves and returning the pool furniture to its proper area.
- h. All pool activities shall cease after 10:00 PM.

Pets

- a. Not more than one (1) small dog, cat, or other usual small household pet may be kept in any unit.
- b. No pets may be kept on the property which result in an annoyance or are obnoxious to other owners/tenants.
- c. Owners/tenants shall prevent their pets from soiling any portion of the Common Areas. Pet owners are responsible for cleaning up after their pets.

- d. All pets must be on a leash when taken into the Common Areas.
- e. Each pet owner is responsible for insuring that his/her pet has complied with the City of Houston rules governing animal shots.

General

- a. No owner/tenant shall engage in any activity which unreasonably disturbs the surrounding owners/tenants. Residents must be particularly conscious of noise between the hours of 10:00 PM and 8:00 AM.

Note: These rules and regulations are in addition to those contained in the Declaration and By-Laws of this Association and are not intended to dilute or in any way change the wording thereof.

All absentee homeowners must furnish the names, home and work telephone numbers for tenants residing in unit(s) owned. The managing agent must be able to contact both the owner and the tenant in case of an emergency.

All complaints regarding the violation of these Rules and Regulations must be submitted in writing to the management company. Tenants registering a complaint must contact the unit owner and register the complaint with both the management company and the unit owner.

Violation of the above rules will result in the Association forwarding a written notice to the unit owner. The notice will describe the violation, state a reasonable period of time within which the owner(s) shall have cured the violation and avoided a fine and notify the owner that a fine will be levied unless the violation is cured within the period of time.

The amount of the fine to be levied against an owner for the violation of a rule shall be \$100.00. If a violation continues to exist after the period given in the notice to cure the violation, an additional fine of \$100.00 will be levied every thirty (30) days so long as the violation exists. Fines shall be collected in the same manner as assessments.

The association and its Board of Managers are governed by both sets of documents as well as those contained in the Texas Uniform Code of Associations.