

BUTLER, LANGFORD, EWALT & HAILEY
ATTORNEYS AT LAW

File
copy

May 22, 1991

Board of Directors
Village Wood Townhome Association, Inc.
C/O Creative Property Management
8323 Southwest Freeway, Suite 330
Houston, Texas 77074

Via Delivery

Attn: Ms. Michele Clemmer

Re: Secretary's Certificate of Resolutions of Board of Directors of Village Wood Townhome Association, Inc. Amending Rules and Regulations of Village Wood Townhome Association, Inc.

Dear Michele:

Enclosed please find the above-referenced instrument for Village Wood Townhome Association, Inc. (the "Association"), which has been recorded in the Official Public Records of Real Property of Harris County, Texas. Please file same in the Association's minute book. Should you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,
Butler, Langford, Ewalt & Hailey


Roy D. Hailey

RDH/ib
Enclosure

IBB/RH-0522A

Rick S. Butler
J. Gary Langford
Jeffrey H. Ewalt
Roy D. Hailey
Mimi A. Leasure
William Boor, Jr.
Michael J. Treccc
Geoffrey W. Hutson*
Diana C. Merkle
Joel A. Grandstaff
*Also Admitted: Maryland
Of Counsel:
Henry K. Oncken
David B. Dickinson**

**Board Certified,
Civil Trial Law
Texas Board of Legal
Specialization
Also Admitted: Florida,
Louisiana

N131519

034-01-2389

05/10/91 00830582 N131519 \$ 17.00

**SECRETARY'S CERTIFICATE OF
RESOLUTIONS OF BOARD OF DIRECTORS OF
VILLAGE WOOD TOWNHOME ASSOCIATION, INC.
AMENDING RULES AND REGULATIONS
OF
VILLAGE WOOD TOWNHOME ASSOCIATION, INC.**

STATE OF TEXAS *

COUNTY OF HARRIS *

I, Mary E. Alderson, Secretary of Village Wood Townhome Association, Inc., a Texas non-profit corporation (the "Association"), do hereby certify at the regular meeting of the Board of Directors of the Association held on March 12, 1991 with at least a majority of the Directors being present thereat and remaining throughout and being duly authorized to transact business, the following resolutions were duly made and approved:

WHEREAS, on or about April 27, 1977, that certain instrument entitled "Condominium Declaration for VILLAGE WOOD TOWNHOMES (A Condominium)" (the "Declaration") was filed in Volume 38, Page 1, of the Condominium Records of Harris County, Texas; and

WHEREAS, Schedule B to the By-laws, which are attached to the Declaration, sets forth certain Rules and Regulations of the VILLAGE WOOD TOWNHOME ASSOCIATION, INC. (the "Association"); and

WHEREAS, Article XII, Section 12.9(a) of the By-Laws provides that the Rules and Regulations shall be effective until amended or supplemented by the Association; and

WHEREAS, Article V, Section 5.3(b) and Article XII, Section 12.9(b) of the By-laws provide that the Rules and Regulations may be amended by the Board of Directors of the Association from time to time as necessary for the operation, use and occupancy of the VILLAGE WOOD TOWNHOMES; and

WHEREAS, Article XII, Section 12.9(b) further provides that copies of such amended Rules and Regulations shall be furnished to each unit owner prior to the date when same shall be effective.

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VILLAGE WOOD TOWNHOME ASSOCIATION, INC.

Rules and Regulations

01 March 1991

Exhibit "A"

034-01-2391

The Village Wood Townhomes Association, Inc. (the "Association"), a Texas non-profit corporation, was established to, among other purposes, "operate, manage, maintain and administer the affairs of the VILLAGE WOOD TOWNHOMES, a condominium project established pursuant to Article 1301a of the Texas Revised Civil Statutes and that certain Declaration and Master Deed dated April 27, 1977, recorded in Volume 38, Page 1, of the Condominium Records of Harris County, Texas (the "Declaration and Master Deed") [and] exercise all powers which may be necessary or convenient to the operation, management, maintenance and administration of the affairs of the VILLAGE WOOD TOWNHOMES as a condominium project in accordance with the Declaration and Master Deed" as set forth in Article IV of the Articles of Incorporation of the Association. Paragraph 14 of the Declaration and Master Deed provides that the "administration and management of this condominium property shall be governed by the By-laws and Village Wood Townhome Association, Inc.", and further that the "Association shall be governed by a Board of Directors..." The By-laws of the Association at Article V, Section 5.3(b) provide that the Board of Directors of the Association has the power and duty to "establish, maintain, and enforce compliance with such reasonable house rules as may be necessary for the operation, use, and occupancy of the Properties with the right to amend same from time to time." Article XII, Section 12.9 of the By-laws further provides that the rules and regulations attached to the By-laws shall be effective until amended as set forth in Article V, Section 5.3(b) of the By-laws. Pursuant to its power and duty to do so, the Board of Directors of the Association has adopted the following Rules and Regulations applicable to the Association.

GENERAL:

1. Owner and/or leasing agent must hand lessees/tenants, as well as new buyers, copy of Rules & Regulations on lessees/tenants' moving into unit.
2. Any common sidewalks, driveways, entrances, halls, passageways and garden areas shall not be obstructed or used by any unit owner or tenant for any other purpose than entrance to and exit from the units.
3. Unit owners, members of their families, their guests, residents, tenants or lessees and their guests shall not use sidewalks, driveways, entrances, halls, passageways, garden areas, or unoccupied unit patios as play areas. The Southwest park may be used as play grounds and for walking animals. In addition the tennis court area may be used as play ground. The carport areas may not be used as a play area.
4. Association Members shall exercise extreme care to minimize noise inside and outside units so as not to disturb other persons and shall in general be required to conduct themselves so as not to create a nuisance.
5. It shall be the individual responsibility of each homeowner, at his own expense, to provide, as he sees fit, homeowner's liability insurance, theft and other insurance covering personal property damage and loss.
6. No townhouse may be rented for transient, multiple family, or hotel purposes.
7. No business activities of any kind shall be conducted in any building or upon any portion of the common area, except Association meetings.
8. The Board shall bring legal proceedings against the homeowner, and/or tenant of any homeowner who becomes a nuisance.
9. No common storage areas shall be used to store personal property.
10. Emergency entrance to a unit will be by locksmith and management personnel at the expense of the owner.

PENALTIES:

1. Should any Association member fail to pay the monthly pro rata portion of the common expenses ("assessment") within fifteen (15) days from the due date of the assessment (due date being the first of each month), then that Association member shall be sent a notice that the electricity to that Association member's unit will be disconnected on a date certain, unless the assessment is paid. Unless the assessment has been paid prior to the stated date of termination, that Association member's electricity shall be disconnected on the date listed in the notice as the termination date, provided that: (a) no electricity may be disconnected unless notice to terminate has been mailed or delivered to the Association member at least five (5) days prior to the stated date of termination; and, (b) no electricity shall be disconnected on a day, or a day immediately preceding a day when personnel of the Association's managing agent are not available for that purpose of making collections and reconnecting the service.

2. The Board may suspend the voting rights and right to use of the recreational facilities by an Association Member for a period during which any assessment against his unit remains unpaid.

3. Upon violation by an Association Member of any portion of the Declaration or any of the Rules & Regulations, the Board may suspend said Association Member's right to the use and enjoyment of all facilities for a period of time set by the Board.

4. Any damage to the common elements, or common personal property caused by a unit owner, members of a unit owner's family, their guests, residents, tenants, lessees, agents, or employees shall be repaired at the expense of that unit owner.

5. In addition unit owners may be fined at the Board's discretion for any infractions of these Rules & Regulations by unit owner, members of owner's family, owner's guests, residents, tenants, lessees, and guests of residents, tenants and lessees. Letters and notices of fines may be sent by certified mail to owners with return receipt requested. If after original 10-day notice an offense remains uncorrected, owner will be billed a fine in like amount monthly. The total will be reported quarterly to the Credit Bureau until paid and pursued in Small Claims Court until the issue is resolved.

6. The Association Member, upon written notice specifying the violation and period of suspension and/or amount of fine, may:

a. Request an opportunity to meet within three (3) days with the Board or a committee designated by the Board and present evidence as to why the suspension and/or fine should not be enforced.

b. The ruling of the Board or the committee shall be final.

ARCHITECTURAL CONTROL:

1. Exterior areas are governed and controlled by the Board; use, change, or alteration will not be allowed without prior written permission from the Board.

2. No advertising signs shall be permitted except one "FOR RENT" or "FOR SALE" sign (not more than 16" x 24") per unit, which may be displayed in the window of the unit, but not outside.

3. The Board reserves the right to approve the design and working of all signs, and may enter in and upon the lot for the purpose of removing signs which do not conform to the Rules & Regulations or have not been approved by the Board.

4. The homeowner shall be responsible in maintaining unit patio to ensure cleanliness and neat appearance. Storing and stacking of unused personal items, including but not limited to, appliances, lumber, household cleaning implements, or other such items that may constitute an eyesore, is prohibited. Decorative items, plants and plant boxes are exempt provided these are properly maintained and do not pose damage to the property. Homeowners in the front building (Building A) facing Wirt Road are expected to abide as above in addition to the following: No chairs, tables, plants, grills, trash receptacles and/or any other item obstructing walkways are allowed outside the unit. In Building A, an outside doormat, approximately 18" x 24", may be placed in front of doors. No carpet or other rug may be used for this purpose. Use of guardrails on stairs or walkway as a hanger for laundry, rags and other items is strictly prohibited. The Association shall remove or have removed such items and shall not have any obligation for replacement. Any expense for clean-up and hauling away shall be charged back to the homeowner and a fine will be assessed to the homeowner.

5. No fences, hedges, plants, flowerbed borders, or walls shall be erected or maintained except such as are installed in accordance with the initial construction, unless approved by the Board.

6. No structure of a temporary nature (i.e., trailer, basement, shack, barn, garage, or other outbuilding) shall be used on any portion of the property.

7. No aerials, wiring, or radio, CB, or television antennas will be permitted on exterior portions of buildings or located anywhere upon the common areas, unless installed by direction of the Board.

8. Special Holiday decorations and/or lights may be displayed only for a reasonable period of time prior to and following any holiday. Any damage to exterior due to display is to be paid by unit owner.

9. Proper window coverings are required. Window coverings must be uniform with white, beige or light brown facing exterior areas. No aluminum foil, sheets, blankets, newspapers or other unsightly coverings are permitted.

HEALTH & SAFETY - Trash:

034-01-2393

1. Trash and garbage must be placed inside the containers provided.
2. Trash and garbage must not be left beside the containers. Items too large for the containers may not be placed in or beside the containers.
3. No Association Member shall place, or cause to be placed, on the common areas any furniture, packages, or objects.
4. Items which cannot be hauled away under the regular trash hauling contract will be removed at the expense of the homeowner.
5. Trash includes any mail that is left on the mail boxes not properly disposed of.
6. No trash or garbage is to be left in the areas of the sidewalks, driveways, entrances, halls, passageways, garden areas, patios, carports, or upon carport covers or building roofs.

HEALTH & SAFETY - Pets:

1. Pets must be leashed at all times when in the common areas or kept within the confines of the pet owner's patio or unit. No barriers to ensure pet's remaining inside patio may be installed unless approved by the Board.
2. Unleashed animals will be turned over to Animal Control without warning or notice to the pet owner.
3. Walking areas may be designated and pets must use these areas only.
4. All owners of domesticated pets, or any person possessing such pets, are responsible for removing, and are required to immediately remove from all common areas, and the sanitary disposal of, any and all fecal remains of said pet. This also includes homeowner's patio areas. A fine set by the Board will be charged for the first offense. On the second offense, the animal will be considered obnoxious as outlined in item 7. below.
5. No animal, except household pets, shall be kept or housed on the premises. Such pets may not be bred for any commercial purpose. No savage or dangerous animal shall be kept or housed within the boundaries of the community. No farm animals are allowed on the premises.
6. Any Association Member who causes an animal to be brought or kept upon the premises shall indemnify or hold harmless the Board for any loss, damage or liability which the Board may sustain as a result of the presence of such animal on the premises. The Association Member shall be responsible for repairs or any and all damage or loss resulting from the acts of his animal while kept upon the premises.
7. If dogs, cats, or other household pets become obnoxious to other owners, the owner of such dog, cat or other household pet shall dispose of same upon written notice issued by the managing agent, or if there is no managing agent, the Board of Directors.
8. Pets are limited to two lap-sized animals.
9. Pets must be tagged with address, unit number, and proof of rabies vaccination.
10. No food shall be placed outside a unit.

HEALTH & SAFETY - Fire:

1. Houston Fire Codes:
 - 17.10.3(e) - "No person shall place, store, or keep or permit to be placed, stored, or kept any materials, the presence or burning of which would obstruct or render hazardous an exit." This code applies to motorcycles which must be parked in the parking areas, NOT in patio or courtyard areas.
2. Grills may be used only on patios deep enough to meet Houston City Fire Codes, which require a minimum of ten (10) feet from the dwelling unit and storage unit, and must not be used under the roof overhang. Grills may also be used in park/play area in the southwest corner of the property. When not in use, grills must be stored out of sight or covered properly.
3. Fireworks are expressly prohibited and violators will be prosecuted.
4. It is expressly forbidden to park vehicles in "NO PARKING" zones which have been set aside as emergency fire lanes. Such vehicles will be towed at owner's expense.

HEALTH & SAFETY - Vehicles:

034-01-2394

1. No vehicles such as RVs, campers, go-carts, unlicensed and/or unregistered vehicles, semi-tractors and/or trailers, mobile homes, or off-the-road vehicles will be permitted in any parking areas.
2. The carport areas shall not be used by the homeowners for parking or storing boats, canoes, trailers, camping units, or any inoperative or rarely-used personal vehicles, or the storage of anything unsightly as determined by the Board or by a special homeowners' committee.
3. The carport areas may not be used as a play area.
4. All allowable vehicles parked in common parking areas must be drivable, have no flat tires, and exhibit current license plates and inspection stickers.
5. Motorcycles, motorbikes, motorscooters, or other similar vehicles shall not be operated on the property except for the purpose of transportation directly from a parking area to a point outside the property, or from a point outside the property directly to a parking area.
6. Each homeowner is allotted one designated numbered carport space for his exclusive use. Only one extra vehicle may be parked in the unassigned spaces for owners of a two-bedroom unit.
7. No one may park in another homeowner's designated carport area. Illegally parked vehicles will be towed at owner's expense.
8. Vehicles may not be parked on the grass or in such a fashion as to block entrances or other vehicles from entering and leaving their assigned parking areas or in "NO PARKING" zones or designated emergency fire lanes. Such vehicles will be towed at owner's expense.
9. Vehicles may be mechanically maintained in each Association Member's parking area, but not in common parking area. All work areas must be kept clean and vehicles may not be put up on blocks. Adding of motor oil, brake fluid or automatic transmission fluid, replacing of battery, changing of flat tire, changing of spark plugs, or other minor repairs only may be made to such vehicles. Washing of vehicles may be done only at the west end of the north drive or by the laundry room or other common area on the south side of the property. These privileges are for residents only and are subject to further Board restrictions.
10. All cars may be required to display community stickers.
11. Operators of allowable vehicles, when driving within the boundaries of the community, must observe posted speed limits.
12. The posted speed limit within the community is 10 MPH.
13. Operators of allowable vehicles must have a current valid driver's license and meet and obey all state and city traffic laws and rules and regulations as necessary to operate said vehicle on a public thoroughfare.
14. Any vehicle found in violation of these Rules & Regulations will be towed at owner's expense, without further notification.

HEALTH & SAFETY - Security:

1. Security is the responsibility of each Association Member and cannot be delegated. The community is only secure when each Association Member is involved.
2. Each Association member is responsible for the safety and security of his home; however, installation or burglar bars, alarms, or wiring on the exterior of buildings will not be permitted without written permission from the Board.
3. Suspicious or illegal activity should be reported first to the Houston Police Department, then to the current security service and the management company. No report will be accepted without your name and address.
4. If a burglary should occur in your home, insist on a complete fingerprint inspection of your home by the police. When a suspect is subsequently caught, possibly your case can be tied in and your valuables traced.
5. Please report all offenses to the management company.

1. Total occupancy of each unit, subsequent to the date of these Rules and Regulations, shall be no more than two occupants in a one-bedroom unit; no more than four occupants in a two-bedroom unit. NOTE: This does not apply to current residents but will apply to all future residents, subsequent to the effective date of these Rules and Regulations. Because of inequitable use of common utilities, an additional Association dues assessment (amount to be set by the Board) may be levied on the offending unit owner.

2. It is hereby prohibited to change, rearrange, or damage any portion of the common areas, including landscaping. No work of any kind shall be done upon the exterior building walls, or upon the common elements by a unit owner, members of a unit owner's family, guests, residents, tenants, lessees, agents, or employees. Such work is the responsibility of the Association.

3. No bicycles, tricycles, skates, skateboards, tennis balls, footballs, soccer balls, volleyballs, softballs, baseballs, hard rubber balls, motorized vehicles, or other improper objects will be permitted in the garden areas, on walkways, or in the mailbox area. Walkways and stairways of Building A may not be used as play areas.

4. Climbing on the roofs of buildings or carports or any portion thereof is prohibited.

5. Vandalism or other illegal activities by anyone, including children, teenagers, and young adults, is an increasingly costly item. As a result, all Association Members who are parents and/or act as guardians for resident or visiting children, teenagers, or young adults, will be held responsible for such activities. Adults will be held responsible for their own actions.

6. Any child, teenager, or young adult involved in an act of vandalism who refuses to divulge his name and address will be turned over to juvenile authorities of the Houston Police Department.

7. Small children are not allowed to roam the common areas unattended, and after dark are specifically prohibited from all common areas unless accompanied by an adult.

8. Any tenant or Association Member who neglects to supervise or properly attend his minor child shall indemnify and hold harmless the Board for any and all damages or injuries sustained by said minor child.

9. The Board of Directors reserves the right to summarily evict any tenant pursuant to the By-Laws, Article XIII., Section 13.1, should that tenant violate any Rules & Regulations or Articles of the Declaration and By-Laws, or should said tenant become a nuisance.

10. No drinking is allowed in the common courtyards, garden areas, walkways, sidewalks, driveways, entrances, halls, passageways, unoccupied unit patios, carports, or parking areas.

FACILITIES - Swimming Pool:

1. The pool will be open at certain times and hours as determined by the Board and such times will be posted at the pool.

2. Regulation swimwear only is allowed in the pool itself. Cut-offs, shorts, and other outerwear will not be allowed.

3. Guests must be accompanied by an Association Member or authorized tenant.

4. The Board reserves the right to limit the number of guests allowed, should it become necessary to do so.

5. No glassware of any type will be permitted within the enclosed pool area.

6. The Board reserves the right to provide Association Members with a type of identification which must be exhibited in order to use any facility.

7. Running, excessive noise including radios, or disorderly, annoying, and improper conduct, and unsafe use of pool are prohibited.

8. Lifeguards, if provided, will be instructed to enforce all Rules & Regulations. Failure to heed the lifeguards' requests may result in suspension of privileges.

9. No bicycles, tricycles, skates, skateboards, tennis balls, footballs, soccer balls, volleyballs, softballs, baseballs, hard rubber balls, oversize floats, or other improper objects will be permitted within the pool area.

10. Playing with furniture, water faucet, water hose, filter cover, life preserver, etc., in or near the pool area is strictly prohibited.
11. Absolutely no pets are allowed in pool area.
12. Children 12 years or under must be accompanied by an adult at all times in pool area.
13. Violators of these rules or owners of violators' units will be subject to fines for any damage caused and may have pool privileges suspended. Security guard may close and lock pool when necessary to effect these rules.

034-01-2396

FACILITIES - Tennis Courts:

1. The Board shall establish times and hours of operation for all tennis courts.
2. Unless otherwise stipulated, the tennis courts shall be used on a first-come basis; however, if people are waiting, court time shall be restricted to a maximum of one hour of continuous play.

These Rules & Regulations were adopted at the March 12, 1991, meeting of the Board of Directors to be effective April 1, 1991, and supersede all previous Rules & Regulations and amendments thereto. These Rules & Regulations are an addendum to the By-Laws and Condominium Declarations of Village Wood Townhomes and in no way are intended to conflict with same.

FILED

91 MAY 10 PM 2:36

Quita Redheffer
COUNTY CLERK
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH ATTEMPTS TO LIMIT, RESTRICT, OR AFFECT THE OPERATION OF THIS DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS NULL AND VOID 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 on

MAY 10 1991

Quita Redheffer
COUNTY CLERK,
HARRIS COUNTY, TEXAS



RETURN: Butler, Ewalt & Hailey
5718 Westheimer #1600
Houston, TEXAS 77057