

PINE VILLAGE NORTH ASSOCIATION
Rules and Regulations

SECTION 1.00 MAINTENANCE ASSESSMENTS AND LATE CHARGE

- 1.01 - The annual and special assessments, together with interest, costs and reasonable attorney's fees, are a charge on the land and constitute a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, also constitute the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.
- 1.02 - The annual assessment is due by the 1st day of January of each year. As an accommodation to all homeowners, the Board of Directors will permit all homeowners the revocable option (at the Board's sole discretion) to pay the annual assessment in twelve (12) equal pro-rata installments. Each pro-rata payment shall be due on the first (1st) calendar day of each month unless the Board in its discretion determines the homeowner to be habitually delinquent, then the monthly payment accommodation may be revoked. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10% per annum.
- 1.03 - Each of the twelve pro-rata assessment installment payments shall be due on the 1st day of each consecutive calendar month. If payment is not received by the Association or its designated agent by the 15th day of the month in which it is due, a late charge of \$25.00 shall be charged to the homeowner's account.
- 1.04 - The Board of Directors may suspend the voting rights and right to use of any facilities owned or operated by the Association by a member during any period in which such member shall be in default in the payment of any assessment levied by the Association.

SECTION 2.00 ARCHITECTURAL CONTROL

- 2.01 - The Declaration of Covenants, Conditions and Restrictions for Pine Village North, Section One ("Declaration") requires that any and all changes to the exterior of a townhouse or a Building Plot be approved in advance by the Board of Directors of the Association. To request permission for any change, addition, improvement or alteration to the exterior of a townhome, a Building Plot, or anything appurtenant thereto, an Owner must submit a written request to the Association Board of Directors giving details of the proposed changes. The letter must be accompanied by drawings which illustrate details of appearance, dimension, and construction materials. This information should be submitted to the Association office. The Board

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EXHIBIT NO. I

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of Directors will respond within thirty days either granting approval or denying the request.

2.02 - Some of the "Use Restrictions" set forth in the Declaration are:

- a. You cannot obstruct the Common Areas in any way.
- b. Your home may only be used as a private single-family residence. No Building Plot shall be used or occupied for any business, commercial trade, or professional purposes either apart from or in connection with the use thereof as a residence, unless a waiver has been given by the Board of Directors.
- c. Noxious or offensive activities are not permitted on any Building Plot or in the Common Areas, including activities which may be offensive to other owners.
- d. Two household pets may be kept, providing they do not become a nuisance. They must be kept on a leash when outside.
- e. Livestock and poultry are not permitted.
- f. An owner or resident shall do not act nor any work that will impair the structural soundness or integrity of another residence or impair any easement of hereditament or not do any act nor allow any condition to exist which will adversely affect the other.

2.03 - Single Family Defined: As used in these Rules and Regulations, the term "single family" shall be construed to mean: One or more natural persons maintaining a common household within a single family residence upon a Building Plot and includes:

- (1) parents, children, grandparents, and grandchildren who are members of a single family related by blood, marriage, or adoption; or
- (2) person whose relationship with one another is similar to that of the persons described in subsection (1), or
- (3) a group of natural persons not so related but not to exceed the number of bona fide bedrooms contained in the residence being so occupied; and
- (4) the domestic servants of either.

In no event shall a single family residence be occupied by more than the product of one person for 50 square feet of floor space contained in the total number of bedrooms in the individual townhome.

SECTION 3.00 LANDSCAPING

3.01 - Any exterior landscaping alterations or planting done around any townhome must have prior approval of the Board of Directors.

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SECTION 4.00 CONTROL OF AND ACCESS TO STREETS, ALLEYWAYS, PARKING AND COMMON AREAS

- 4.01 - All streets and alleyways and Common Areas are private property and are controlled by the Board of Directors. No one shall interfere with the free flow use of the common property and amenities. Any vehicle traffic which disrupts or disturbs the free flow of traffic is prohibited.
- 4.02 - "Vehicles" shall mean and include cars, go-carts, boats, trailers, trucks, machinery, and recreational vehicles. Vehicles not licensed or suitable for licensing on a public street or highway by the State of Texas, including but not limited to, go-carts, shall not be permitted to operate on the streets and alleyways or to be parked on the streets or alleyways regulated by the Association unless permission is given by the Board of Directors. Vehicles without current registration and inspections stickers are subject to towing.
- 4.03 - Owners and/or residents shall not use any guest parking spaces for their own personal vehicles.
- 4.04 - Vehicles are not permitted to be parked or left unattended in alleyways. Unloading is permitted if hazard lights (flashers) are operating and the vehicle is moved in 20 minutes.
- 4.05 - The parking of vehicles that have over one-ton capacity is prohibited.
No Box Trucks higher than 7 FEET.
- 4.06 - Vehicles are not permitted to be noxious or offensive, nor shall anything be done on any Building Plot or in the Common Areas which may be or become an annoyance or nuisance to the other owners or residents. No repair work, dismantling, or assembling of motor vehicles or any other machinery or equipment shall be permitted in any street, driveway, or yard adjacent to a street, or in the Common Areas. THE IMPROPER DISPOSAL, PLACEMENT OF MOTOR OIL OR ANY OTHER CONTAMINANT UPON ASSOCIATION PROPERTY OR ANY LAWN, GRASSY AREA, OR ANY STORM DRAIN IS STRICTLY PROHIBITED.
- 4.07 - Passing through the access gates in the wrong directions is a violation of these Rules and Regulations.
- 4.08 - Forcing gates to open or stay open is a violation of these Rules and Regulations and any such person may be charged for the gate repair. Any damage, vandalism or interference with the gates or gate apparatus is prohibited.
- 4.09 - Pine Village North Association has exclusive control of the gates and access to the Association's private streets. Access gate cards and remotes are available at the

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Association office for a fee to be refunded only within a week after the Owner/resident moves out and the card or remote is returned to the office. Proof of residence and ID are required for issuance of access cards and/or remotes.

- 4.10 - All Owners or residents are requested to display Association parking decals in a location on the respective vehicle designated by the Association. All Owners or residents are requested to complete and return to the Association office vehicle registration forms supplied by the office.
- 4.11 - All guests and visitors may be requested to show identification. Visitors must obey all parking restrictions and speed limits. The gate access code has to be responded to by the Owner/resident as access codes will not be given to visitors by the Association office.
- 4.12 - All ^{cars}vehicles in violation of these vehicle regulations, including inoperable vehicles left on a street or parking area for a period of more than 72 hours are subject to being towed without further notice at the Owner's expense.

SECTION 5.00 UTILITIES

- 5.01 - Electricity. Each home is provided with a meter for your own internal consumption and arrangements for this service must be made directly with Houston Lighting and Power Company. Any electrical problems on your side of the junction box (the large green metal box outside your patio) are the responsibility of the Owner.
- 5.02 - Water. Each one is provided with a meter for your own internal consumption and arrangements for this service must be made directly with Texas Environmental Enterprises. Any sewer stoppage or plumbing malfunction in the water and sewer lines inside the townhome and extending outside to the sanitary sewer collection system is the responsibility of the Owner. The Owner's responsibility for maintenance of the pressure water system begins on the Owner's side (of the meter) of the shutoff valve of the home. Internal piping, faucet, and appliance malfunction or leaks are the responsibility of the Owner.
- 5.03 - Gas. Each home is provided with a meter for your own internal consumption and arrangements for this service must be made directly with the Entex Company. Any problem on your side of the meter is the responsibility of the Owner.

SECTION 6.00 INSURANCE

- 6.01 - Each Owner is responsible for insuring his or her townhome structure and personal belongings, both in the townhome unit and garage. It is required that each Owner maintain their own casualty loss insurance. Each Owner is responsible for the

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maintenance and repair of damage to an Owner's Building Plot, townhome unit and appurtenances thereto, caused by fire or other casualty loss normally covered by insurance on these premises. When renewing insurance, a certificate of insurance must be sent to the Association office. In the absence of proof of insurance, the Board may obtain insurance and charge the Owner.

SECTION 7.00 MAINTENANCE

- 7.01 - The Association shall maintain the Common Areas and provide exterior maintenance upon each Building Plot which is subject to assessment, save and except the exterior maintenance described previously, below and more particularly described in the Declaration and Bylaws of the Association.
- 7.02 - The Association's exterior maintenance responsibility shall not include any loss or damage covered by insurance on the premises, glass surfaces, enclosed patio areas, windows and doors, window and door fixtures and hardware, landscaping installed by Owner, air conditioning equipment, utility company meters, circuit breakers and switch panels, sewer, gas and electric power service lines nor anything else excluded from the Association's responsibility in the Declaration, Bylaws, or these Rules and Regulations.
- 7.03 - An Owner shall maintain and repair the interior of the Owner's townhome unit. An Owner shall also perform all exterior maintenance that is excluded from the Association's exterior maintenance responsibility in the Declaration, Bylaws or these Rules and Regulations.
- 7.04 - In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, invitees, employees, agents or tenants, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Building Plot is subject.

SECTION 8.00 PAINTING

- 8.01 - The exteriors of all Pine Village townhomes are painted by the Association. The exterior colors are approved by the Board of Directors. If a color change is requested (and approved by the Board of Directors) requiring two coats, the Owner(s) must pay for the second coat. Varnished doors must be maintained by the Owner.

SECTION 9.00 TENNIS COURT

- 9.01 - There is a lighted tennis court in the Common Area which is available for play from 8 a.m. until 8 p.m. The lighted tennis court operates on a first come, first serve basis.

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Proper shoes must be worn on the court. See the Association office for access. There is a two hour maximum when someone is waiting.

SECTION 10.00 BASKETBALL COURT

- 10.01 - A basketball court is located in the Common Area. Proper shoes must be worn on the court. The basketball court facilities close at 8 p.m. The basketball court operates on a first come, first service basis. See the Association office for access. There is a two hour maximum when someone is waiting.

SECTION 11.00 SWIMMING POOL

- 11.01 - During the swimming season, pool hours are posted at the pool adjacent to the Clubhouse. Copies of all Pool Rules and Regulations are available at the Association office.

SECTION 12.00 USE AT OWN RISK AND SUPERVISION

- 12.01 - All activities and recreational facilities located at Pine Village North Townhomes shall be used by owners, tenants, residents, and guests at their own risk. Children must be supervised by an adult at all times.

SECTION 13.00 QUIET ENJOYMENT

- 13.01 - No activity shall be carried on any Building Plot or the Common Area which might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities and which might be calculated to reduce the desirability of the Properties as a residential neighborhood, even though such activity be in the nature of a hobby and not carried on for profit. The Board of Directors of the Association shall have the sole and exclusive discretion to determine what constitutes an annoyance.
- 13.02 - No public intoxication will be allowed. Any person under the age of 21 found to be drinking or any public drunkenness may be reported to the Sheriff's Department for action against both the offender and the person supplying the alcoholic beverage.
- 13.03 - The public display, discharge or use of any and all fireworks, pyrotechnic devices, knives, weapons and guns, including but not limited to pellet, BB or air guns in the Common Areas is strictly prohibited.
- 13.04 - Outdoor cooking shall be permitted on individual Building Plots only in equipment especially constructed for same and only in such manner as not to create a hazard or fire or injury to persons or property. All outdoor cooking equipment shall be properly maintained. Outdoor cooking equipment shall not be used inside a garage.

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- 13.05 - Owners, tenants and residents shall insure that their children and other dependents, and the children and other dependents of their visitors, guests, or invitees, are properly supervised at all times, and shall not permit such children and other dependents to engage in any activity or conduct that will cause damage to or require additional maintenance of any of the community properties or Common areas or the Building Plots, including landscaped areas and recreational facilities, or which is otherwise in violation of the Declaration, the Bylaws or these Rules and Regulations.
- 13.06 - All children and juveniles under the age of seventeen are subject to the Harris County Curfew law which is enforced by the Harris County Sheriff's Department. The curfew is between the hours of 12 midnight and 6 a.m., seven days a week unless said children or juveniles are in the presence of a chaperoning adult.
- 13.07 - Each Owner, tenant or resident may be jointly and severally liable for the observance and performance of all of the terms and provisions of the Declaration, the Bylaws, and these Rules and Regulations by all members of the Owner's tenants, resident's family, including children, and by all tenants, guests, agents and invitees of such Owner or residents.

SECTION 14.00 MISCELLANEOUS PROVISIONS

- 14.01 - The use of stereophonic equipment, radios, CD/Tape players, and headphones, bells, whistles, alarms, or car horns, at decibel levels that constitute a nuisance to others whether said devices are used inside a townhome unit or in the Common Areas, is prohibited.
- 14.02 - Trash receptacles or other garbage must not be placed on a street, alleyway or in the Common Areas prior to 4 a.m. of the scheduled trash collection day and the container must be removed by 8 p.m. the same day. Trash collection days are Tuesday and Friday. Large, heavy trash items must be carried to the curb on Friday's only. Tires will not be picked up by the trash collector.
- 14.03 - Littering is prohibited.
- 14.04 - The Association has the right to limit the number of guests of owners or residents using any portion of the Common Areas and any facilities located thereon.

SECTION 15.00 ENFORCEMENT

- 15.01 - Failure to obey any rule or regulation, or any use restrictions or applicable provisions of the Declarations, or the Bylaws, may result in the suspension of use of Pine Village North recreational facilities, owners voting rights, and may also result in legal action being filed against you. In addition to all rights and remedies conferred by the

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Declaration, the Bylaws, these Rules and Regulations or the applicable law, the following procedures, rights and remedies are hereby established for enforcement of the Declaration, the Bylaws and these Rules and Regulations.

- 15.02 - The Association Board or its authorized agent(s) shall make periodic inspections of the properties for the purpose of noting any violation of the terms and provisions of the Declaration, the Bylaws and these Rules and Regulations. Complaints by the Owner, tenant, or resident concerning the observance, performance and violation of the terms and provisions of the Declaration, the Bylaws, and these Rules and Regulations shall be made in writing to the Association Board of Directors or at the management office of the Association.
- 15.03 - Liability for the Conduct of Others. Each Owner or resident may be jointly and severally liable for the observance and performance of all of the terms and provisions of the Declaration, the Bylaws, and these Rules and Regulations by all members of the Owner's or resident's family, including children, and by all the respective tenants, guests, agents and invitees of such Owners and residents.
- 15.04 - Violation Notice(s). Upon the noting or making of a complaint as above provided, and unless the Board of Directors determines otherwise, the authorized agent or legal counsel for the Association shall give written notice of each separate violation to the Owners/tenants and residents involved, unless circumstances require immediate legal action be taken without giving notice. In the event the violation is not resolved within the time provided by the notice, formal legal action may be brought by the Association against the Owner.
- 15.05 - Return Check Charge. In order to defray additional administrative costs resulting from the return of checks and drafts delivered to the Association in payment of any monetary obligation to the Association due to insufficient funds, the closing of an account or any other reason resulting in dishonor, there is hereby imposed a TWENTY-FIVE DOLLAR (\$25.00) service charge as to each and every instrument so dishonored which shall be due and payable immediately upon dishonor without necessity for demand, notice of any kind or presentment for payment.

SECTION 16.00 AMENDMENT AND MODIFICATION

- 16.01 - These rules and regulations may be amended and modified from time to time by the Board of Directors.

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APPROVED by the Board of Directors of the Pine Village North Association on the 25 day of JUNE, 2001, by a vote of the Board of Directors.

ATTESTED TO:

PINE VILLAGE NORTH ASSOCIATION

PINE VILLAGE NORTH ASSOCIATION

By: Paul Winger
President

By: Maguire Burre
Secretary

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PROOF V.01 PINE VILLAGE NORTH ASSOCIATION

Rules and Regulations

Effective January 1, 2017

SECTION 1.00 MAINTENANCE ASSESSMENTS AND LATE CHARGE

- 1.01 The annual and special assessments, together with interest, costs and reasonable attorney's fees, are a charge on the land and constitute a continuing lien upon the property against which each such assessment is made. Each such assessment together with interest, costs and reasonable attorney's fees, also constitute the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.
- 1.02 The annual assessment is due by the 1st day of January of each year. As an accommodation to all homeowners, the Board of Directors will permit all homeowners the revocable option (at the Board's sole discretion) to pay the annual assessment in twelve (12) equal pro-rata installments. Each pro-rata payment shall be due on the first (1st) calendar day of each month unless the Board in its discretion determines the homeowner to be habitually delinquent, then the monthly payment accommodation may be revoked. Any assessment not paid in full within (30) days after the due date shall bear interest from the due date at the rate of 10% per annum.
- 1.03 Each of the twelve pro-rata assessment installment payments shall be due on the 1st day of each consecutive calendar month. If payment is not received by the Association or its designated agent by the 15th day of the month in which it is due, a late charge of \$25.00 shall be charged to the homeowner's account.

SECTION 2.00 ARCHITECTURAL CONTROL

- 2.01 The Declaration of Covenants, Conditions and Restrictions for Pine Village North, Section one ("Declaration") requires that any and all changes to the exterior of a townhouse or a Building Plot be approved in advance by the Board of Directors of the Association. To request permission for any change, addition, improvement or alteration to the exterior of a townhome, a Building Plot, or anything appurtenant thereto, an Owner must submit a written request to the Association Board of Directors giving details of the proposed changes. The letter must be accompanied by drawing which illustrate details of appearance, dimension, and construction materials. This information should be submitted to the Association office. The Board of Directors will respond within thirty days either granting approval or denying the request.
- 2.02 Some of the "Use Restrictions" set forth in the Declaration are:
- a. You cannot obstruct the Common Areas in any way.
 - b. Your home may only be used as a private single-family residence. No Building Plot shall be used or occupied for any business, commercial trade, or professional purpose either apart from or in connection with the use thereof as a residence, unless a wavier has been given by the Board of Directors.

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Rules and Regulations

Effective January 1, 2017

and alleyways or to be parked on the streets or alleyways regulated by the Association unless permission is given by the Board of Directors. Vehicles without current registration and inspection stickers are subject to towing.

- 4.03 Owners and/or residents shall not use any guest parking spaces for their own person vehicles.
- 4.04 Vehicles are not permitted to be parked or left unattended in alleyways. Unloading is permitted if hazard lights (flashers) are operating and the vehicle is moved in 20 minutes.
- 4.05 The parking of vehicles that have over one-ton capacity is prohibited. No Box trucks higher than 4 feet. No semi's or buses allowed. Trailers will not be permitted to be parked overnight.
- 4.06 Vehicles are not permitted to be noxious or offensive, nor shall anything be done on any Building Plot or in the Common Areas which may be or become an annoyance or nuisance to the other owners or residents. No repair work, dismantling, or assembling of motor vehicles or any other machinery or equipment shall be permitted in any street, driveway, or yard adjacent to a street, or in the Common Areas, THE IMPROPER DISPOSAL, PLACEMENT OF MOTOR OIL OR ANY OTHER CONTAMINANT UPON ASSOCIATION PROPERTY OR ANY LAW, GRASSY AREA, OR ANY STORM DRAIN IS STRICTLY PROHIBITED.
- 4.07 Entering into the community in the wrong directions is a violation of these Rules and Regulations.
- 4.08 Forcing gates to open or stay open is a violation of these Rules and Regulations and any such person may be charged for the gate repair. Any damage, vandalism or interference with the gates or gate apparatus is prohibited.
- 4.09 Pine Village North Association has exclusive control of the gates and access to the Association's private streets.
- 4.10 All guests and visitors may be required to show identification. Visitors must obey all parking restrictions and speed limits.
- 4.11 All vehicles in violation of these vehicle regulations, including inoperable vehicles left on a street or parking area for a period of more than 48 hours are subject to being towed without further notice at the Owner's expense.

SECTION 5.00 UTILITIES

- 5.01 Electricity. Each home is provided with a meter for your own internal consumption and arrangements for the service must be made directly with CenterPoint Energy. Any electrical problems on your side of the junction box (the large green metal box outside your patio) are the responsibility of the Owner.
- 5.02 Water. Each home is provided with a meter for your own internal consumption and arrangements for this service must be made directly with Municipal Operations. Any sewer stoppage or plumbing malfunction in the water and sewer lines inside the townhome and extending outside

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Effective January 1, 2017

- 7.05 Garages and Garage Doors. All single family residents must have an enclosed attached or detached parking garage. GARAGES MAY NOT BE OF SUFFICIENT SIZE TO PERMIT PARKING THEREIN OF TWO LARGE VEHICLES SUCH AS TWO SUV'S. ANY SUCH LACK OF PARKING SIZE IS NOT A BASIS FOR EXEMPTION FROM APPLICABLE PARKING RESTRICTIONS. The garage must be architecturally similar and compatible to the appurtenant residence, including as to roof line and appearance. Except for porte-cocheres, carports on Lots are prohibited. All garages must be enclosed with permanent walls and their fronts enclosed with standard type overhead doors customarily used in the building industry which garage doors must be maintained in good working order at all times. ANY REPLACEMENT GARAGE DOOR MUST BE OF EQUAL OR BETTER QUALITY AND SUBSTANTALLY THE SAME DESIGN AS THE GARAGE DOOR FOR THE GARAGE AS ORIGINALLY CONSTRUCTED, AND MUST BE PAINTED TO MATCH THE COLOR SCHEME OF THE RESIDENCE AS ORIGINALLY CONSTRUCTED OR A SUBSEQUENT COLOR SCHEME WHICH HAS BEEN APPROVED IN WRITING BY THE HOA. Except for the interior modifications of a garage wholly consistent with its use as a garage and which do not alter the use or exterior appearance of the garage as originally constructed, no modification of the interior or exterior of any garage as originally constructed is permitted. GARAGE DOORS MUST BE KEPT CLOSED AT ALL TIMES EXCEPT FOR ENTRY AND EXIT OF VEHICLES OR DURING BRIEF PERIODS WHEN THE GARAGE IS BEING ACTIVELY USED FOR CUSTOMARY PURPOSES.
- 7.06 Window Coverings. No tin foil or window A/C units. White backing to be shown through on curtains or blinds.
- 7.07 Central Air Conditioning and Heating. Each Town Home was designed with a Central heating and cooling system. Window A/C and heating systems are prohibited.
- 7.08 Sewer Line – see Sewer policy
- 7.09 Holiday Decorations – all Holiday decorations may be displayed no more than 30 days prior to the Holiday and must be removed from display with seven days after the Holiday.

SECTION 8.00 PAINTING

- 8.01 The exterior of all Pine Village townhomes are painted by the Association. The exterior colors are approved by the Board of Directors. If a color change is requested (and approved by the Board of Directors) requiring two coats, the Owner(s) must pay for the second coat. Varnished front doors must be maintained by the Owner.

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Rules and Regulations

Effective January 1, 2017

- 13.04 Outdoor cooking shall be permitted on individual Building Plots only in equipment especially constructed for same and only in such manner as not to create a hazard or fire or injury to persons or property. All outdoors cooking equipment shall be properly maintained. Outdoor cooking equipment shall not be used inside a garage or within 15 feet of a building or building overhang.
- 13.05 Owners, tenants and residents shall insure that their children and other dependents, and the children and other dependents of the visitors, guests, or invitees, are properly supervised at all times, and shall not permit such children and other dependents to engage in any activity or conduct that will cause damage to or require additional maintenance of any of the community properties or Common areas or the Building Plots, including landscaped areas and recreational facilities, or which is otherwise in violation of the Declaration, the Bylaws or these Rules and Regulations.
- 13.06 All children and juveniles under the age of seventeen (17) are subject to the Harris County Curfew law which is enforced by the Harris County Sheriff's Department. The curfew is between the hours of 10 PM and 6 AM, seven days a week unless said children or juveniles are in the presence of a chaperoning adult.
- 13.07 Each Owner, tenant or resident may be jointly and severally liable for the observance and performance of all of the terms and provisions of the Declaration, the Bylaws, and these Rules and Regulations by all members of the Owner's tenants, resident's family, including children, and by all tenants, guests, agents and invitees of such Owner or residents.

SECTION 14.00 MISCELLANEOUS PROVISION

- 14.01 The use of stereo equipment, radios, CD/Tape players, and headphones, bells, whistles, alarms, or car horns, at decibel levels that constitute a nuisance to others weather said devices are used inside a townhome unit or in the Common Areas, is prohibited.
- 14.02 Trash receptacles and/ or garbage must not be placed on a street, alleyway or in the Common Areas prior to 6 AM of the scheduled trash collection day and the container must be removed by 8 PM the same day. Trash collection days are Wednesday and Saturday. Large, heavy trash items must be carried to the curb. Construction debris, appliances and tires will not be picked up by the trash provider.
- 14.03 Littering is prohibited.
- 14.04 The Association has the right to limit the number of guests of owners or residents using any portion of the Common Areas and any facilities located thereon.

SECTION 15.00 ENFORCEMENT

Sewage Overflow Policy for Pine Village North Townhome Owners' Association

Declaration of Covenants, Conditions and Restrictions Pine Village North:

- Article VI (Maintenance and Repairs)
 - o “(Section 2) **Owner’s Maintenance** – The Owner shall maintain and keep in repair the following equipment and lines located outside the residence: air conditioning compressor condenser, including pipes and electrical lines connecting same to the residence, sanitary sewer collection system, electric power service conductors from the exterior of the building to the point of connecting to the electric utility company’s junction box or transformer, electric circuit breakers, any portion of natural gas, and / or telephone service lines located on the Building Plot but not maintained by the gas and / or telephone companies.” (Deed Restrictions for Pine Village North Association, page 7)
 - o An Owner shall do no act nor any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other residence or their Owners.” (Deed Restrictions for Pine Village North Association, page 7)
 - o “(Section 3) **Neglect of Owner** – In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, invitees, employees or agents, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Building Plot is subject.” (Deed Restrictions for Pine Village North Association, page 7)
 - o “(Section 4) **Authority of Association** – In the event an Owner is responsible for certain exterior maintenance as set forth in the Rules and Regulation of the Association and such Owner shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Building Plot and to repair, maintain and restore maintenance shall be added to and become part of the assessment to which such Building Plot is subject.” (Deed Restrictions for Pine Village North Association, page 7)

Pine Village North HOA Rules and Regulation:

- (Section 5.02) **Water** – “Each one is provided with a meter for your own internal consumption and arrangements for this service must be made directly with Texas Environmental Enterprises. Any sewer stoppage or plumbing malfunction in the water and sewer lines inside the townhome and extending outside to the sanitary sewer collection system is the responsibility of the Owner. The Owner’s responsibility for maintenance of the pressure water system begins on the Owner’s side (of the meter) of the shutoff valve of the home. Internal piping, faucet, and appliance malfunction or leaks are responsibility of the Owner.” (Deed Restrictions for Pine Village North Association, page 4)

- A. The HOA Property Manager will contract a professional plumbing service to handle all sewage overflow issues in Pine Village North. The plumbing service shall be certified to work and must be versed on all plumbing codes dealing within the **City of Houston**.
- B. The contracted plumbing service is authorized to make any initial repairs that are required in order to produce an estimate for the total cost of the project. The initial repairs can include, but are not limited to; clearing the sewage line and scoping the sewer line for breakage or blockage.

The estimate produced by the contracted plumbing service needs to include the following;

1. Clearing the line
2. Scoping the line
3. Repair of the sewer line (if applicable)

Once the estimate is complete, it must be sent to the property manager for review.

- C. The property manager needs to prepare a summary of the estimate for the property owners in the building where the overflow occurred. The property manager must immediately notify all property owners of their fair share of the total cost. The repair cost per owner will be calculated by dividing the total estimate of repairs by the number of unites affected. It is the responsibility of the tenants / owners to contact the property manager, after receiving a notice of payment for the plumbing services, in regards to tender of payment. If the property owners fail to contact the property manager, the property manager will add

any unpaid portion to the property owner's maintenance fee. If any portion of the owner's share is in default, the property manager will turn all unpaid fees over to the HOA attorney for collection. If the HOA attorney still is unable to collect, the HOA attorney and Board of Directors have the right to foreclose on the townhome owner's property.

- D. The property manager has the responsibility to prepare a written notice to all tenants and / or owners of the date and duration of pending plumbing work that could adversely affect water service. The notice must indicate if the water will be turned off during the repairs, and the length of time the water will be approximately turned off. It is the responsibility of the tenants / owners of the affected property to contact the property manager in regard to any questions regarding the plumbing work.
- E. The property manager and his / her employees have the responsibility to clean and disinfect the affected area. The disinfectant used must be approved by Harris County Public Health and Environmental Services.
- F. The property manager must keep an active log of all repairs done to the sewer lines. The log must be available upon request to: the board of directors of the HOA, the operator of Pine Village Public Utility District (PVPUD), and Harris County Public Health and Environmental Services.
- G. The property owners have the right if they so wish to request a direct sewer pipe to be install connecting to the main sewer line; pending approval of the property manager and the other owners that share the same connection. If the property owner chooses to enact on their right to request an independent line, they must notify the property manager. The property manager, if approved, will then submit the proposal to the Pine Village Public Utility District (PVPUD) for approval. If approved by all parties, the line will be constructed at the expense of all affected property owners.
- H. Any property owner can invoke this policy if they suspect or have knowledge that their sewer line is broken, and in need of repair.