

**HUDSON OAKS SECTION 1A TOWNHOME OWNERS'  
ASSOCIATION, INC.**

**FOURTH AMENDED RULES AND REGULATIONS**

## Fourth Amended Rules and Regulations

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**FOURTH<sup>1</sup> AMENDED RULES AND REGULATIONS  
USE AND OCCUPANCY  
HUDSON OAKS TOWNHOMES SECTION 1A OWNERS ASSOCIATION INC**

**DEFINITIONS**

All terms used in these Rules shall have the same meaning given in the By-Laws of Hudson Oaks Townhomes Section 1A Owners' Association ("By-Laws") and in the Condominium Declaration Hudson Oaks Townhomes Section 1A ("Declaration").

**Apartment** shall mean apartment as described in the Declaration and/or unit, and the terms shall be used interchangeably.

**Project** shall mean project and/or property, and the terms shall be used interchangeably.

**Property** shall mean real property as described in the Declaration and/or project, and the terms shall be used interchangeably.

**Unit** shall mean unit and/or apartment, and the terms shall be used interchangeably.

**These rules may refer to an addendum or attachment filed of record with the Harris County Clerk in accordance the Texas Property Code.**

**IT IS THE RESPONSIBILITY OF EACH OWNER AND TENANT TO COMPLY WITH THESE RULES AND EVERY ADDENDUM OR ATTACHMENT REFERENCED BY THESE RULES**

1. **Barbeque Grills:** The City of Houston's Fire Code Ordinance requires all charcoal and gas grills to be maintained at least 10 feet from a combustible building material (including wooden fences). All grills are prohibited on second story balconies. Charcoals or ashes shall not be deposited in the dumpsters or on the grounds of the Property to prevent fires. Storage of grills on patios must comply with Rule 8 below.
2. **Common areas:** No sidewalk, driveway, parking area, public hallway, walkway, stairway, area under any stairway, or any other Common Area, shall be obstructed in any manner; nor shall any Owner or Resident store or place or cause to be stored or placed any object in such areas. No Owner or Resident shall place any potted plant or flower or decorative item in the Common Areas except that the Owner may maintain two potted plants at or near the Owner's front and back doors. The Owner is not limited to the number of potted plants in an enclosed patio. Any plants the Owner wishes to place in the Common Areas shall be planted with the approval and assistance of the landscaping supervisor. No Owner or Resident shall hang any emblem, decoration or symbol on any exterior of any building with the following exception:

A wreath may be mounted to the front door two weeks before and after a recognized U.S. Holiday. Such wreath is prohibited if it threatens the public health or safety of Owners and visitors; violates a law; contains language, graphics, or any display that is patently offensive to passerby; is in a location other than the entry door; or it exceeds

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<sup>1</sup> Previous versions of these rules were incorrectly titled. The Fourth Amendment was adopted by the Board in 2023 and shall be the version of the rules in force and effect.

twenty-four (24) inches in diameter as measured from its exterior edges. Any holiday decoration affixed to any Common Elements or Limited Common Elements shall only be displayed up to two weeks before and up to two weeks after a recognized U.S. holiday.

Nonconforming items will be removed by the Association and any damage to any exterior shall be charged to the Owner. No Owner shall have any right to modify, alter, repair, decorate, redecorate, or improve the exterior of any Apartment, or to take any such action with respect to the interior or exterior of any of the Common Elements or the Limited Common Elements. No Owner shall have any right to place any sign in or on any Apartment or elsewhere on the Property without the prior written consent of the Board, and the Board shall have the right to remove any sign so placed without permission.

3. **Umbrellas:** No Owner or Resident shall display more than one umbrella in any one patio. The umbrella displayed must be one solid neutral color, must be standing upright and closed when not in use. Solid Neutral color shall be defined as beige, tan, brown, or a color that matches the exterior of the Property. Umbrellas shall be deemed to be in use when individuals are physically sitting or standing under it.
4. **Fines:** An equitable policy shall be enforced regarding notice and collection of fines for a continued violation of the Condominium Declaration Hudson Oaks Townhomes Section 1A and/or these Rules and Regulations for Use and Occupancy.
  - a. **First Notice:** Written notice shall be mailed or emailed to the Owner describing the violation, citing the rule or regulation violated, and allowing the Owner 15 days remedy the violation.
  - b. **Second Notice:** A second written notice shall be mailed or emailed to the Owner reciting the violation, rule or regulation at issue as described in the First Notice, and allowing the Owner 10 days to remedy the violation.
  - c. **Fine:** If the violation is not remedied at the First and Second Notice described in subsections (a) and (b) of this rule, a fine of \$300 shall be levied against the Owner. The collection of this fine shall be in accordance with Article 4 Section 5 of the Condominium Declaration Hudson Oaks Townhomes Section 1A.
  - d. This Rule shall govern unless another Rule herein imposes a specific fine to be enforced under that Rule.
5. **Doors:** Front or main entry doors shall not be replaced except if damaged or in disrepair, and then only with the same materials (i.e galvanized or metal) and the exterior appearance must resemble the existing door. Owners must obtain Board approval to install French doors as replacement for sliding glass doors.
6. **Use of Generators:** In the event of loss of electricity, personal generators may be used under the following guidelines:
  - a. Gasoline, propane, diesel, or any other fuel-based generators may only be used on outdoor, ground-level surfaces. All fuel-based generators are prohibited from being run indoors, on upstairs' balconies or enclosed patios.
  - b. Generators must be placed in a well-ventilated areas.
  - c. Storage of combustible fuels is prohibited on a patio or balcony,
  - d. Gasoline cans must be stored in a proper container to prevent leakage, fumes and

odors, and no combustible fuels may be stored in any common area.

- e. Hours of operation shall be limited from 6:00 a.m. to 11:00 p.m. with the exception of residents with a chronic medical condition (e.g., continued power is required to operate oxygen or other respiratory / medical equipment).
  - f. Any power cord or extension cord must be secured so as to not inhibit walkways or pedestrian paths. All power cords and cables shall be installed and used in accordance with the manufacturer's safety requirements.
7. **Key Control / Log:** Keys may be left at the courtesy officer station. However, all residents must sign a hold harmless waiver for any key that is stored with the courtesy officers. The hold harmless waiver will release courtesy officers, the company employing the courtesy officers, the management company, and the Association from any liability related to a lost key. The form is available at the courtesy officer station and on the resident portal.
8. **Patios and Balconies:** Owners and Residents may place upon balconies or patios appurtenant to such Owner or Resident's Unit patio furniture, and such decorative items as such Owner or Resident may deem desirable; however, balconies or patios may not be used as extra storage space of items that detract from the general appearance of the Property (e.g., tool boxes, ladders, flammable liquids, ice chests or other items that would otherwise be stored in your home or offsite storage). See Rule 26 Bicycle and Tricycle Storage, for additional rules concerning the storage of Bicycles and Tricycles. Detractions from the general appearance occurs when items can be seen from the balcony or patio. Thus, a container stored on the patio that is below the top of an enclosed patio fence is not a detraction. The Board shall have the right at any time to direct removal of any item that the Board determines, in its sole discretion, is distasteful and diminishes the Project's general appearance. Empty flower pots or empty plant containers, water hoses shall not be stored on any balcony or patio not fully enclosed, nor shall they be stored in any Common or Limited Area.
9. **Parking / Towing:** Parking Rules are as follows:
- a. Each Unit is deeded one or two specified covered parking spaces as allocated in the Owner's deed. All "Guest Parking" is for the temporary use of visitors and should not be used as additional parking spaces for extra Owner or Resident automobiles. Owners or Residents shall use their assigned spaces and leave the street parking and "Guest Parking" available for guests.
  - b. Owners or Residents shall not permit family, guest, or invitees to use parking spaces of other Owners or Residents.
  - c. Owners or Residents are required to park their vehicles within their Limited Common area and/or assigned Parking Space(s). Owners or Residents of a Unit with more vehicles than assigned parking spaces, may not use the covered Guest Parking spaces and/or an unoccupied Unit's assigned parking space(s) as their exclusive property. All additional vehicles shall be parked on the street in compliance with this Rule.
  - d. No vehicle of any kind shall be parked, stored or otherwise permitted to remain adjacent to any curb or area designated as a "No Parking" area as indicated by sign or curb marked as a no parking area. Vehicles parked in spaces designated as "Fire Lane" or "No Parking" are subject to towing without notice.
  - e. No vehicle, bicycle or tricycle, of any type whatsoever may be parked or kept in front or along the side of an Owner's designated parking space.
  - f. No vehicle of any type whatsoever may be parked or kept in an Owner's designated and

numbered parking space (which is Limited Common Elements assigned to such individual Owner) that is inoperative as defined by the Board and stated in these Rules and Regulations, nor shall any repair work be done to vehicles in a parking space or anywhere on the property, except for emergencies such as repairing flat tires or jump-starting dead batteries.

- g. No trailers, boats, structures, out-buildings or oversized vehicles will be permitted on the Property.
- h. No Owner or Resident shall use the streets of the Property for permanent or long-term parking of their vehicles or any vehicle of their family, guest or invitee. A vehicle parked on any street for more than 72 hours at a time may be subject to towing after initial warning.
- i. License plates, registration and inspection tags and/or stickers must be kept current and in compliance with state or local laws. Vehicles parked on the Property that are not in compliance with such laws are subject to towing after initial warning.
- j. Vehicles parked or stored in violation of these Rules and Regulations may be towed from the property.
- k. Recovery of towed vehicles shall be at the expense of the owner and/or operator of the towed vehicle.
- l. No Owner shall use common area electrical outlets to charge any vehicle or vehicle equipment except in an emergency such as to repair a flat tire or jump-start a dead battery for a fuel-powered, non-electric vehicle.
- m. Because of the age of the Property and dated electrical circuitry, charging of electric vehicles is prohibited on the Property.
- n. Violation of these Parking rules may result in an immediate fine up to \$300.00 as determined by the Board and these Rules and Regulations.

**10. Pets:** The Rules and Regulations regarding pets are as follows:

- a. The Board shall have the right to direct the removal of any pet that is a nuisance to any Owner or Resident (or their pets) on the Property, including but not limited to, excessive barking or biting.
- b. No household is allowed more than two household pets (see Article 2 of the Condominium Declaration).
- c. All pets (including cats) must be restrained by a leash when outside the Owner's Unit, and no pet shall be allowed to run loose within the confines of the Property (see City of Houston Leash Laws). Pets roaming freely on the property are subject to removal at any time and without notice.
- d. Pet Owners (or pet walkers) are required to pick up all fecal material (feces) deposited by pets (dogs *and* cats) at any location on the property and dispose of it in a proper and sanitary manner in order to prevent disease and maintain cleanliness of the property (see City of Houston Pooper Scooper Law). Owners tossing pet waste over a trash bin fence or enclosure without ensuring the waste is in the garbage receptacle shall be subject to a fine.
- e. Pets over 35 pounds shall be prohibited, except any Owner or Resident who resides on the property at the time these Rules are adopted and who has a pet weighing more than 35 pounds at the time these Rules are adopted shall be exempt from this Rule for pets already owned at the time these Rules were adopted.

- f. No pet shall be kept, bred or maintained for any commercial purpose.
- g. No animal may be leashed to any stationary object in the Common Areas.
- h. No animal is permitted within the swimming pool or the fenced in area of the pool.
- i. No pet shall be housed temporarily or permanently on the patio or balcony of any unit.
- j. Pet owners are responsible for any property damage, injury, and/or disturbance their pet(s) may cause.
- k. No pet shall be permitted to become a nuisance. No dog shall be permitted to bark, howl or make other loud noises for such a time as to disturb neighbors' rest or peaceful enjoyment of their Units of the Common Area
- l. Any violation of Rule 10 could result in an immediate fine of \$300 for each violation.
- m. Rule 10 as recorded here supersedes and fully replaces "Pet Policies" adopted by the Board August 16, 2000, and filed and recorded September 28, 2000.

11. **Satellites, Dishes, Antennas and Cables:** No television, telephone or radio antennas or cables, satellites or dishes shall be attached to any of the buildings or maintained outside of a Unit without the prior written consent of the Board. Owners/residents may not run (or allow their contractors to run) cable wiring across the buildings or from buildings over rooftops are subject to removal. If the Owner or Residents contracts the service provider or any other contractor to install additional outlets in their unit which requires additional cables outside the unit, it is the Owner's responsibility to ensure that these new cables are properly secured, buried and hidden from view. Any cable not so installed will be properly covered/buried by the Association and the Owner will be charged not less than \$300.00.
12. **Signs / Open Houses (Realtors):** No sign, notice or advertisement of any kind (including, but not limited to, sale or rental signs, Open House signs, garage or yard sale signs) shall be posted within the confines of the Project (including individual Units) without the prior written consent of the Board, except the common Bulletin Board located at the mailboxes. Open Houses are not allowed to take place in any Unit on the Project. Realtors, brokers and sellers must comply with the Bylaws and Rules and Regulations of the Project.
13. **Swimming Pool:** The swimming pool and other Common Areas are for use by all Owners and Residents. Every precaution is taken to assure safety of homeowners, residents, and/or their guests. Owners and Residents, as well as their guests and invitees, must abide by the Pool Rules as posted. Such rules and regulations will be deemed to be part of these Rules and Regulations and will be enforceable in the same manner as provided for in the Declaration. These posted Rules include, but are not limited to, the following:
- a. Pool facilities are for the enjoyment of Owners and Residents.
  - b. There is a limit of four guests per Condominium Unit.
  - c. Guests must be accompanied by an Owner or Resident.
  - d. The entrance of the swimming area must remain locked at all times. This is required by City Ordinance. Owners may obtain a key to the pool area from the management



- company. No Owner may provide a key to a non-resident.
- e. Swim at your own risk. There is no Lifeguard on duty.
  - f. Proper swimming attire must be worn at all times.
  - g. Children under the age of 16 must be accompanied by an adult Owner or Resident.
  - h. Glass containers and other breakable items are not allowed in or around the pool area.
  - i. Diving is prohibited.
  - j. Boisterous behavior and feats of daring exhibition that could jeopardize personal safety and the safety of others are prohibited.
  - k. Spitting, spouting water from the mouth or blowing of the nose in the pool is prohibited.
  - l. Noise such as music, audio equipment and/or voice levels must be maintained at a reasonable level.
  - m. Any person with exposed sub-epidermal tissue, open blisters or cuts, or infectious disease is strongly advised not to use the pool. Any open wounds may become infected.
  - n. Pool hours shall be strictly observed. No swimming is allowed outside of open pool hours.
  - o. The pool shall be closed to all after chemical treatment as posted.
  - p. All litter, cigarette butts and garbage must be placed in proper trash receptacles.
  - q. If, for any reason, the pool or surrounding patio area are deemed unsafe for use, the pool shall be closed immediately, and will remain closed until the City, State, or management deem the area safe. Such closure shall be properly posted.
  - r. Owners or Residents shall obtain written consent from the Board to host private parties in the pool area. Prior to any proposed party, a written request detailing the size and purpose of the group shall be forwarded to the management company to convey to the Board. The Board's response will be communicated to the Owner through the management company.
  - s. The safety equipment in the pool area must be in proper working condition at all times. Please do not play or tamper with this equipment.
  - t. Neither the Association nor the management company is responsible for loss of personal property. Management reserves the right to refuse entry to the pool and surrounding area to any person who is in violation of these Rules.
  - u. Owners are responsible for their guests and any violation of the Pool Rules may result in an immediate fine up to \$300 as determined by the Board and these Rules and Regulations.
  - v. No pets are allowed in the pool area per City Ordinance.
  - w. Cooking, including grilling, is prohibited in the pool area.

**14. Use and Storage of Personal Water Hoses:** Water hoses must be detached from the hose bib

or water faucet when not in use. Personal hoses cannot be permanently attached to any common outside water faucet or hose bib. The hose bib or water faucet must be tightly turned off after use to prevent water from leaking or dripping. Residents must leave water hoses coiled under the hose bib or water faucet when not in use. The hose cannot be left strung or laying around the common grounds. If there is an Association water hose already stored/coiled at the outside water faucet, the resident must store the personal water hose on the Resident's patio or balcony. Hoses cannot be stored on the common grounds around the Resident's patio or balcony (i.e., behind bushes or laying outside patio or balcony) nor can they be left hanging over the top or under the bottom of a resident's balcony or patio when not in use.

**15. Water Faucets / Appliances:** Outside water faucets shall not be left running and are not for the use of any one Unit. Hoses shall not be continually connected from any common water faucet to any one Unit. Indoor water faucets, dishwashers, garbage disposals and similar apparatus shall not be left running for an unreasonable or unnecessary length of time.

Washing automobiles, motorcycles, scooters, bicycles or cars shall be prohibited on the Property because of the cost of water paid by the Association. A violation of this Rule may result in an immediate fine of \$300.

- 16. Windows:** Each Owner or Resident shall keep his/her Unit in good order and repair. Frosted and damaged windows must be repaired or replaced at the Owner's expense in a reasonable amount of time as determined by the Board. Owners must obtain approval from the Board prior to installation of any replacement window.

Guidelines for windows are as follows:

- a. All windows should be Hung Windows with one operational window and no grill/muntins.
  - b. The window frame material may be determined by the Owner, but the exterior frame must be the dark brown color approved by the Board.
  - c. All replaced windows shall be the same size and shape of the window being replaced.
  - d. Windows may be single-paned/glazed or double-paned/glazed, however, the Board recommends double-paned/glazed to improve energy efficiency and retain market value.
  - e. Coated glass, not to be confused with window tinting, shall be allowed without Board approval to improve energy efficiency.
  - f. Window tinting, which has been shown to provide only limited energy conservation, shall be prohibited.
  - g. Textured glass shall be prohibited.
- 17. Window Treatments:** Curtains, blinds or other window treatments that can be seen from outside the Unit must be a solid color and must be either white or light beige in color. Shades of brown or other colors including but not limited to brown wooden blinds are not permitted.
- 18. Insurance:** The Board oversees insuring the Buildings, Common Elements and Limited Common Elements of the Project as defined in the Condominium Declaration. The Board adopted on June 19, 2023, and filed of record "Insurance Deductible Resolution," **attached to**

these Rules as Addendum 1, and incorporated fully herein by reference.

19. **Package Policies:** Owners and Residents are responsible to ensure packages are delivered to the Owner's or Resident's unit. The Courtesy officer is not responsible for accepting deliveries on behalf of an Owner or Resident. The Courtesy Officer at the Front Entrance may accept Owner's or Resident's packages but only under the following conditions:
- a. Delivery service has made an attempt to deliver the package to resident or recipient's unit. If the resident is not home, then the delivery service must leave a notice or other document on resident's door advising of attempted delivery; and the resident must sign notice or other document authorizing the delivery service to leave the package(s) at gate house or alternate location for next delivery attempt. The Courtesy Officer, Security Company, Association, and Management Company will not be held responsible for damaged or lost packages left at the gate house.
  - b. Under no circumstances will the Courtesy Officer accept or sign for residents' packages that: consist of more than five (5) packages per delivery (no more than five packages per unit shall be left at the gate house for pick up at any time); weigh more than 40 pounds; or contain prescriptions or other drugs. Any package not complying with these requirements must be delivered directly to the resident's home, with arrangements for receipt of the packages to be made by the resident.
  - c. The delivery service will be asked to pick up any packages left at the gate house for more than five (5) days and the resident must make arrangements for re-delivery with the delivery service. It is the responsibility of each resident to check their doors (front and back) for delivery receipts or notes from any delivery service.
20. **Delinquent Assessments:** The Board on June 19, 2023, adopted and filed of record with Harris County Clerk the following policies regarding the collection of delinquent assessments owed by an Owner: Imposition of Late Charges/Late Fees for Late Payment of Assessments, **attached to these Rules as Addendum 2** and incorporated fully herein by reference.
21. **Rain Barrel Installation:** The Board prepared and filed of record with the Harris County Clerk a Rainwater harvesting System Policy. Those Owners interested in this policy may obtain a copy from the County Clerk or management company. An Owner should obtain a copy of this policy before attempting to install any rainwater harvesting system anywhere on the property. A part of this policy includes an operation agreement that must be executed by the Owner and Association.
22. **Solar Energy Devices:** The Board prepared and filed of record with the Harris County Clerk a Solar Energy Device Policy and includes an operations agreement that must be executed by the Owner. Those Owners interested in this policy should obtain a copy from the County Clerk or management company. An Owner should obtain a copy of this policy before attempting to install any solar device system anywhere on the property. A part of this policy includes an operation agreement that must be executed by the Owner and Association.
23. **Religious Displays:** An Owner may display or affix on the entry to the Owner's unit one or more religious items the display of which is motivated by the Owner's sincere religious beliefs. Such display or affixing of religious items is prohibited if it: threatens the public health or safety; violates a law; contains language, graphics, or any display that is patently offensive to the passerby; is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the Owner's unit; or individually or in combination with each other religious

item displayed or affixed on the entry door or door frame has a total size greater the twenty five (25) square inches.—

In accordance with the provisions of the Texas Property Code, each Owner and/or Resident may display or affix on the exterior door of the Owner's or Resident's Unit one or more religious items the display of which is motivated by the owner's or resident's sincere religious belief.

The display or affixing of religious items is prohibited if same: (1) threatens the public health or safety; (2) violates a law other than a law prohibiting the display of religious speech; or (3) contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content.

Religious Displays may not be installed on any portion of the Common Elements or on any property or fixture maintained by the Association.

Rule 23 as recorded here supersedes and fully replaces any and all Religious Display Policy or Policies previously adopted by the Board and filed pr recorded in the public records of Harris County.

24. **Displayed Flags and Flagpoles:** The Board adopted on December 29, 2011, and filed of record with the Harris County Clerk Displayed Flag and Flagpoles Resolution, **attached to these Rules as Addendum 3**, and incorporated fully herein by reference. An owner should obtain a copy of this policy before attempting to install any flag or flag pole anywhere on the property including a Limited Common Area.
25. **Leasing Rules and Occupancy Standards:** The Board adopted on June 19, 2023, and filed of record with the Harris County Clerk Leasing and Occupancy Standards, **attached to these Rules as Addendum 4**, and incorporated fully herein by reference.
26. **Bicycle and Tricycle Storage:** Owners and Residents may store their bicycles and tricycles on an enclosed patio that is fenced with adjoining vertical wood pickets and is five feet tall. No bicycle or tricycle shall be stored on any patio or balcony that does not have a five-foot fence with adjoining vertical wood pickets. Bicycles may also be stored in the bike rack located nearest Building 3. Bicycles and tricycles stored under the carports is prohibited and they will be removed from the area at the Owners expense. Bicycles and tricycles stored in the bike rack that are not operational will be removed at the Owner's expense.
27. **Noise Disturbance:** The Association confirms and adopts the City of Houston noise ordinance (Ordinance No 01-945, § 2, 10-17-01) that confirms that it is unlawful for any person to make, continue, or cause to be made or continued any loud, unnecessary, or unusual noise that annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others. The ordinance includes amplified sound, noisy vehicles and other disturbances.
- Subparagraph 5 (Noisy animals and birds) should be of particular interest to Hudson Oaks residents. It reads "The keeping of any animal or bird that causes or makes frequent or long and continued sound that unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of ordinary, reasonable persons of normal sensibilities and ordinary tastes, habits, and modes of living who reside in the vicinity thereof is hereby prohibited and

declared to be unlawful as a sound nuisance in violation of this chapter, regardless of whether the sound so created by said animal or bird is within the permissible levels specified in Section 30-6 of this Code."

Subparagraph 10 (Penalty) reads "Any person who violates any provision of this chapter is guilty of an offense and, upon conviction thereof, shall be punished by a fine of not more than \$500.00 by the City. The Association will also fine any owner in conformance with the Rules and Regulations that violate this ordinance. Each hour or portion thereof in which any violation shall occur shall constitute a separate offense.

This ordinance is enforced by the City of Houston Police Department. Any resident that experiences noise as defined by the ordinance should call the Police Department for enforcement. Their non-emergency number is 713.884.3131.

28. **Records Policies.** The Board on August 30, 2023, adopted and filed of record with the Harris County Clerk a Record Production and Copying Resolution, **attached to these Rules as Addendum 5**, and incorporated fully herein by reference. The Board on August 30, 2023, adopted and filed of record with the Harris County Clerk a Document Retention Resolution, **attached to these Rules as Addendum 6**, and incorporated fully herein by reference.

29. **Contractors::** Any contractor retained by an owner to renovate or repair individual must abide by the Rules and Regulations of the Association. Contractors must remove **all** waste material and discarded appliances from the property. Waste material and appliances are not to be discarded in the trash dumpsters. Any contractor work that generates noise that may disturb the surrounding neighbors may only occur between the hours of 10:00 A.M. and 5:00 P.M. A violation of this Rule may result in an immediate fine of \$300.

30. **Trash Removal:** All owners are responsible for depositing their domestic trash in the dumpsters located in fenced enclosures on the west side of Building 9, north side of Building 5 or west side of Building 2. All trash must be deposited in the dumpsters. There is no door-to-door garbage pickup. It is unsightly and discourteous to other residents when trash is set outside an Apartment/Unit. Trash bins at the pool or mail area should not be used to dispose of trash from your residence.

The dumpsters are for the disposal of domestic trash. Dumpsters and the surrounding fenced enclosures are not a depository for unwanted furniture, beds, equipment or personal items. The trash removal contractor will not remove these items. It is each owner/resident's responsibility to remove such items from Hudson Oaks and arrange delivery to Goodwill, the Salvation Army or the City of Houston landfill. Any costs incurred by the Association for the removal of items not defined as domestic trash will be charged to the owner responsible. A violation of this Rule may result in an immediate fine of \$300.00.

31. **Maintenance Emergencies:** Water leaks that are damaging, or have the potential to damage to an Apartment/Unit, or other emergencies should be immediately reported to the Courtesy Officer at 713-780-9033 and/or the Management Company. After normal business hours an Emergency Response Call System will respond and activate an appropriate response. If the after hours emergency call relates to an owner responsibility, the owner will be responsible for all contractor charges and a \$75.00 charge should the maintenance supervisor respond. Generally an owner may experience one of two types of water leaks in the unit as follows:

- a. A small roof or plumbing leak that is not causing a pervasive problem should be called into the Management Company or a Maintenance Request Form may be completed. A roofer or plumbing contractor will be scheduled to investigate and correct the problem. The cost of these repairs will be born by the Association if a common element failure created it. The owner will be responsible for the cost if the leak originated from an element that is the responsibility of the owner. The definitions of common element, apartment/unit and owner responsibilities are outlined in the Condominium Declaration.
- b. A major leak, which is often from water pipe leaks, washer overflows and shower/tub damage, causes immediate pervasive problems to one or more Apartments/Units. These water problems are the responsibility of the owner and may or may not include damage to an adjoining Apartment/Unit. This situation is one reason why each owner should obtain condominium insurance. Management has identified certain contractors who are responsive to these problems and the owner/resident may contact them directly to minimize the damages. The owner may also contact a contractor of his/her choice. They are as follows:
  1. For emergency plumbing issues the owner may call Charlie's Plumbing at 713-941-3162.
  2. For water cleanup the owner may call Flood Servicing and Restoration at 713-954-0777.
  3. For assistance for emergency shut-off of water to the unit or building the owner should call the Management Company who will contact the maintenance supervisor and the appropriate contractor.
  4. Any unit plumbing repair performed by an owner or a contract plumber that requires the water to the building to be shut off must notify the management company a minimum of 48 hours in advance. The management company will post notices describing when the water will be shut off. The water will not be shut off prior to 10:00 A.M. or after 4:00 P.M. on weekdays or at any time on the weekends.

- 32. Feeding Animals:** All Owners and Residents shall refrain from feeding the animals, including birds, squirrels and raccoons. Although these animals are interesting to watch, it is impossible to feed one group, birds for instance, without attracting rats, mice, squirrels and raccoons. These animals are destructive to the buildings, will nest in the attics, create additional costs to the Association and create nuisance to your neighbor. A violation of this Rule may result in an immediate fine of \$300.00.

**THESE AMENDED RULES AND REGULATIONS ARE DEEMED PART OF THE CONDOMINIUM DECLARATION AND WILL BE ENFORCEABLE IN THE SAME MANNER AS SET FORTH IN THE DECLARATION. THE BOARD RESERVES THE RIGHT TO AMEND THESE RULES AND REGULATIONS AT ANY TIME WITH NOTICE TO THE OWNERS.**