

**CAPISTRANO VILLAS EAST**  
d/b/a  
**PARK PLACE TOWNHOMES**

**HOMEOWNERS ASSOCIATION**

**RULES AND REGULATIONS**

All Rules and/or Regulations are subject to the provision of the Capistrano Villas East d/b/a Park Place Townhomes Homeowners Association Declaration and By-Laws.

1. All owners/occupants shall promptly and completely comply with each of the rules and regulations herein contained or hereafter properly adopted for the utilization of the general common elements in order that all owners/occupants and their guests shall achieve maximum utilization of such facilities consonant with the rights of each of the other owners/occupants thereto. **(Violation Assessment \$15.00-\$50.00)**

2. Any common sidewalks, driveways, entrances, halls and passageways shall not be obstructed or used by any unit owner/occupant for any other purpose that ingress to and egress from the units. No loitering at any time, on the common areas, will be permitted. No trucks, cars or any motor vehicle is permitted on the sidewalks or on any landscaped areas of the Association. Moving trucks must remain on the public streets. No trucks over ½ ton P/U size are permitted in the Association private driveway areas. **(Violation Assessment \$50.00)** NOTE: It is illegal to park large trucks on public streets.

3. A unit owner/occupant may place on patios appropriate casual furniture normally utilized on patios together with plants and flowers: provided, however, the Board may direct the removal of any item which, at its discretion, detracts from the general appearance of the project. The patio of a unit shall not be used for the drying of laundry or the airing of bedding: nor enclosure of same unless approved, in writing, by the Board: nor permit any cooking to be done on said patio without first accepting full financial responsibility for any damage to any unit or common element. Any planting or gardening done in the common areas must be done with Board approval and becomes a permanent part of the common landscaping and the property of the Association. **(Violation Assessment \$15.00)**

4. No clotheslines or similar devices shall be allowed on any portion of the property by any person, firm or corporation unless beneath the visual fence line; no rugs, etc. may be dusted from the windows or patios of the units and not in or on any other portion of the property. **(Violation Assessment \$15.00)**

5. Disposition of garbage and trash shall be only by use of common trash facilities and must be in a plastic bag with the top tied. No waste shall be committed in or on the common elements. **(Violation Assessment \$15.00)**

6. Each unit owner shall keep and maintain the interior of his unit in good condition and repair, including all appliances: the entire air conditioning system

(including compressors, ducts and vents) serving the unit (whether the same is inside or outside the unit) and all electrical systems, water lines, branch and individual sewer lines and other fixtures located within and/or servicing the unit. **(Violation Assessment \$25.00)**

7. Nothing shall be done or kept in any unit or in the Common Elements which will increase the rate of insurance for the property without prior written consent of the Board. No unit owner shall permit anything to be done or kept in his unit or in or on the Common Elements which will result in the cancellation of insurance on any unit, or any part of the Common Elements, or which will be in violation of any law. **(Violation Assessment \$50.00)**

8. A townhome owner/occupant shall be liable for the expense of any maintenance, repair and/or replacement made necessary by their negligent act or by that of any member of their family or their guests, employees, agents or leases, but only to the extent such expense is not met by the proceeds of insurance carrier by the Association. Such liability shall include any increase in fire insurance rates caused by misuse or abandonment of a townhome unit or its appurtenances. **(Violation Assessment \$25.00)**

9. Maintenance repairs and/or replacements that involve turning off any System which supplies more than one unit (plumbing, electrical, etc.) will require prior permission from the Managing Agent or the Board of Directors. **(Violation Assessment \$25.00)**

10. No owner/occupant shall install wiring for electrical or telephone installation or for any other purpose, nor shall any television or radio antennae, machines, or air conditioning units be installed on the exterior of the project or be installed in such a manner that they protrude through the walls or the roof of the townhome improvements except as may be expressly authorized by the Association. Owners/Occupants are allowed to install 24 inch maximum TV Satellite Dish. **(Violation Assessment \$35.00 plus damages)**

11. The Common Areas are intended for use for the purpose of affording vehicular and pedestrian movements within the townhome and for providing access to the units; and all thereof for the beautification of the townhome and for providing privacy for the residents thereof through landscaping and such other means as shall be deemed appropriate. No part of the Common Area shall be obstructed so as to interfere with its use for the purposes hereinabove recited, nor shall any part of the Common Area (Common Elements) be used for general storage purposed, except maintenance storage room, without prior consent of the Board of Directors, nor shall anything be done thereon in any manner which shall increase the rate for hazard and liability insurance. **(Violation Assessment \$25.00)**

12. No sign of any kind shall be displayed to the public view on or from any unit or the Common Elements without the prior written consent of the Board of

Directors of the written consent of the Managing Agent acting in accord with the Board's direction. **(Violation Assessment \$25.00)**

13. No owner/occupant shall permit any noise or music if same may tend to disturb or annoy other occupants of the Buildings. This includes the use of noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or other items which may unreasonably interfere with television or radio reception of any unit. **(Violation Assessment \$35.00)**

14. No vehicle belonging to or under the control of a unit owner/occupant or member of the family or a guest or employee of unit owner/occupant shall be parked in such manner as to impeded or prevent ready access to any entrance or exit from a building. **VEHICLES SHALL BE PARKED WITHIN DESIGNATED AND/OR ASSIGNED PARKING AREAS AND MUST DISPLAY AN ASSOCIATION VEHICLE TAG. VIOLATION OF SUCH BY ANY OF THE ABOVE OR OTHER PERSON/VEHICLES SHALL SUBJECT THE VEHICLE IN VIOLATION TO IMMEDIATE TOWING WITHOUT PRIOR NOTICE.** Derelict vehicles or inoperable vehicles stored in a parking space will be towed away after the expiration of seventy-two (72) hours on the property. Derelict vehicles are defined as those having any of the following deficiencies:

- a. expired license plate
- b. expired inspection sticker
- c. flat tires
- d. otherwise in such a condition as to prevent its lawful driving on public roads

**THE OWNER OF THE VEHICLE IS REQUIRED TO PAY ALL TOWING/STORAGE FEES.**

15. The Association and Board prohibits anyone from performing any major work or repairs to vehicles. Minor tune-ups and oil changes may be done on the property provided the areas involved are cleaned when finished. Without limiting any other rule-making authority it may have under the Declaration, the Board is specifically authorized, in its discretion, to lease, assign and to reassign parking spaces that are not limited common elements to particular family groups. **(Violation Assessment \$25.00)** The first driveway is one way only with the entrance being the first gate and exit located at the second gate along Coolwood. The **THIRD** gate is for owners located in Phase 4 only and is an Entrance and Exit. Parking spaces are assigned.

16. Subject to the limitation below and Board approval, unit owners/occupants may not maintain more than a reasonable number, but never more than three pets per unit. **(Violation Assessment \$25.00)**

- a. Except when within its' owner's/occupant's units, all pets must be under the control of its owner at all times. Pets are not permitted to roam the property unattended.

- b. No pet may be chained or leashed.
- c. Unit owners/occupants are responsible for any property damage, injury, odor, disturbances, etc. caused by their pets or their guest's pets.
- d. Unit owners/occupants shall not permit any animal to disturb neighbors rest or peaceful enjoyment of their units or the Common Area.
- e. No pet may be kept in any unit if such animal is determined by the Board to be a nuisance to any of the other residents.
- f. All cats and dogs must have required City of Houston tags with collar.

17. Nothing shall be stored in or upon the Common Elements without prior written consent of the Board except within individual storage areas or otherwise expressly provided for in the Declaration, By-Laws or Rules and Regulations. The Association assumes no liability for nor shall it be liable for any loss or damage to articles stored in the storage areas. **(Violation Assessment \$25.00 plus removal costs)**

18. No noxious or offensive activity shall be carried on in any unit or on or in the Common Elements nor shall anything be done therein which may be or become an annoyance or nuisance to other unit owners/occupants. **(Violation Assessment \$35.00)**

19. Except as expressly provided for in the Declaration, By-Laws or Rules and Regulations, nothing shall be altered or constructed in or removed from the Common Elements, except upon written consent of the Board. **(Violation Assessment \$25.00 plus correction)**

20. No structure of a temporary character, trailer, antenna, tent, shack, garage, barn or other outbuildings shall be permitted on the property at any time. Temporarily or permanently, except with prior written consent of the Board; provided, however, Morgan Buildings will be allowed within an owner's private fence line and to be no higher than 8 feet. Temporary structures may be erected for use in connection with the repair or rebuilding of the Buildings or any portion thereof. Additionally, no boats, trailers, mobile homes or large trucks are permitted on the property. **(Violation Assessment \$50.00)**

21. Motorcycles, motorbikes, motor scooters or similar vehicles shall not be operated within the property except for the purpose of transportation to or from a parking space from or to a public street, it being intended that said vehicles shall not be operated within the property so as to annoy or disturb persons or endanger persons or property. **(Violation Assessment \$25.00)**

22. Neither the Board nor the Association shall take or permit to be taken any action that unlawfully discriminate against one or more unit owners/occupants. **(Violation Assessment \$25.00)**

23. No owner shall allow more than four (4) permanent residents in a two bedroom unit and no more than six (6) permanent residents in a three bedroom unit. A permanent resident for purposes of this rule is defined as an individual occupying the premises in excess of two weeks. **(Violation Assessment \$25.00)**

24. No unit, or interest therein, shall be leased by a unit owner for a term greater than two (2) years. A rental application must provide the name, date of birth and social security number of all tenants and be presented to the Board of Directors for approval and, once approved, a copy of the current lease and Association Addendum must be kept on file with the Managing Agent. Failure to present an application for rental to the Board of Directors will result in Assessment to the owner in the amount of Fifty Dollars (\$50.00). It is the responsibility of each unit owner to provide prospective tenants with a copy of our Declaration, By-Laws and Rules and Regulations. **UNIT OWNERS ARE RESPONSIBLE FOR ANY AND ALL VIOLATIONS OF THEIR TENANTS, ANY VIOLATIONS OF THE DECLARATION, BY-LAWS OR RULES AND REGULATIONS CAN BE GROUNDS TO TERMINATE A LEASE FOR CAUSE. (Violation Assessment as stated above)**

25. No animals, livestock, reptiles, or poultry of any kind shall be raised, bred or kept in any unit or the Common Elements, except usual and ordinary dogs, cats, fish, birds and other household pets may be kept in units subject to the following rules and regulations, provided that they are not kept, bred or maintained for commercial purposes or in unreasonable quantities (more than three pets per household). The Association acting through the Board shall have the right to prohibit maintenance or housing of animal which constitutes, in the opinion of the Board, a nuisance to any other Unit owner. Animals not controlled in accordance with the above #15 guidelines may be removed by a person designated by the Board to a pound under the jurisdiction of the City of Houston, Harris County or the State of Texas subject to the laws and rules governing said pound, or to comparable animal shelter. Furthermore, any unit owner shall be totally, absolutely and individually liable to each and all remaining unit owners, their families, guests, tenants and invitees for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the property by a unit owner or members of their family, tenants or invitees.

26. One-twelfth of the amount annually assessed against each unit (maintenance fees) shall be due and payable on the first day of each month during each year. If the sum estimated proves to be inadequate for any reason, including non-payment of any owner's assessment, the Board may, at any time, levy a further assessment which shall be assessed to the owners in accordance with the Declaration and By-Laws.

Assessments that are not received by the end of the month shall bear a Fifty Dollar (\$50.00) late charge. An additional ten percent (10%) per annum interest charge will be assessed on any delinquent assessments. Late charges become due

and payable just as monthly assessments and the same collection procedures apply as outlined in Article IV of the Declaration and By-Laws.

27. After suitable notification in accordance with the Declaration (mail out and posting of these rules), the enforcement of these Rules and Regulations shall be by Violation Assessment up to Fifty Dollars (\$50.00) per offense (as noted above) and/or reimbursement for any costs of resulting damages. Unit owners are responsible for any assessments for a violation event if the unit is under lease. VIOLATION ASSESSMENTS will be collected in the same manner as maintenance fees with the same collection procedures applying as outlined in the Associations' Declaration and By-Laws.

The foregoing Rules and Regulations are subject to amendment and to the promulgation of further Regulations by the Board of Directors of Capistrano Villas East Homeowners Association.