

**Rules and Regulations  
For  
Kings Crossing Townhomes Condominium Association, Inc.**

**1. VEHICLE RESTRICTIONS**

- a) No vehicle shall be parked, stored, or kept on the Property except wholly within designated parking spaces. No vehicle shall be parked in a manner as to impede ready access to any entrance or exit from the property.
- b) No trailer, camper, mobile home, commercial vehicle, truck (other than a standard size pick-up truck), inoperable automobile, boat or other vehicle deemed to be a nuisance by the Board of Directors, shall be permitted in any area within the Property other than temporarily for purposes of loading and unloading passengers and personal property unless in an area specifically designated for such purposes by the Board of Directors. Commercial Vehicles shall not include automobiles or standard size trucks which are used for both business and personal use, provided any signs or marking of a commercial nature on such vehicle shall be unobtrusive and inoffensive as determined by the Board of Directors.
- c) Motorcycles, mopeds, or other similar vehicles shall not be operated within the Property except for the purpose of direct transportation between a parking space and a point outside the Property.
- d) No noisy or smoky vehicles shall be operated on the Property.
- e) No major repairs or restorations of any motorized vehicle shall be conducted upon any portion of the Property.
- f) No washing, repairing or lubricating of vehicles shall occur in any guest parking area within the Property.
- g) Parking spaces shall be used for parking purposes only.

## **2. SIGNS**

No sign of any kind shall be displayed to the public view on or from any Unit or Common Elements without the prior written approval of the Board of Director's.

## **3. OBSTRUCTIONS ON COMMON ELEMENTS**

- a) Any Sidewalk, driveway, structure, stairwell or passageway, which is a Common Element, shall not be obstructed or used for any other purpose other than egress to and from the Units, nor shall it be used as an area to play, gather, or loiter. In addition, nothing may be stored in any of these areas.
- b) No article shall be placed on or in any of the Common Elements without the prior written approval of the Board of Directors.

## **4. ANIMALS AND PETS**

- a) No animals of any kind shall be kept in any Unit, or in or upon the Common Elements, except household pets, as described by these Rules and Regulations.
- b) A household pet shall mean a dog, a household cat, a small caged bird or fish aquarium. A total of 2 dogs or 2 cats or one of each may be maintained in each Unit.
- c) Permission to maintain other types or additional numbers of household pets must be obtained in writing from the Board of Directors.
- d) No animal may be kept, bred or maintained for any commercial purposes. No savage or dangerous animals shall be kept in any Unit.
- e) No owner or guest or tenant, shall be permitted to leave food for or feed any household animal, stray animal or wild animal in any of the Common Elements. This includes leaving garage doors open for access to the food.

- f) Animals must be kept within the confines of the respective Unit. No animal is permitted outside of a Unit unless on a lease and accompanied by an Owner or his Agent. No animals are allowed in or around the swimming pool premises.
- g) No animal may be kept on any part of the Property, which either results in an annoyance to, or is obnoxious to residents in the vicinity, as determined by the Board of Directors. Consideration of the other residents is a prime factor in the keeping, exercising and curbing of household pets.
- h) Each owner shall assume full responsibility for personal injuries or property damage caused by his animals, or the animals of his tenants or guests. Each Owner indemnifies the Association and holds it harmless against any loss, claim or liability of any kind or character whatsoever arising from or growing out of the privilege of having an animal in or upon any area of the Property. All responsibility for animals of tenants and visitors shall rest with the Owner of the Unit being leased or visited.
- i) If an animal becomes obnoxious to other occupants, the Owner or the person in control of the animal, shall be given written notice by the Board of Directors to correct the problem, and at the option of the Board, to report the problem to Animal Control, City and/or County Police. If not corrected, the Owner, upon written notice, shall be required to remove the animal.
- j) All Owners, tenants and visitors are expected to properly bag and dispose of all pet waste in and around the Property. 2 Pet Waste Stations have been provided for your use. Only Pet Waste is to be placed in these stations.

## **5. RIGHT TO LEASE**

No Unit may be rented or leased by any Owner for any period less than thirty (30) days. No Unit may not be rented or leased for hotel or transient purposes. No less than an entire Unit be rented or leased. Subject to the following restrictions, the Owners of the respective Units shall have the absolute right to lease the Unit provided:

- a) Any lease must be in writing. The Board of Directors may suggest or require a standard form lease for use by Unit Owners. The Board of Directors may also require that a copy of any executed lease be promptly delivered to the Association.
- b) Any lease must be made subject to the liens for Common Expenses, easements, the Declaration, By Laws, and Rules and Regulations adopted by the Board of Directors.
- c) Any lease must require the lessee to comply with the Association's use Regulations.
- d) Any lease must provide that the lessee's failure to comply with the Association's Rules and Regulations constitutes a default under the lease.
- e) The foregoing provisions of the paragraph, except the restriction against the use for hotel or transient purposes, shall not apply to a Mortgagee in possession of a Unit as a result of Foreclosure, Judicial Sale or a proceeding in lieu of Foreclosure.

#### **6. TEMPORARY STRUCTURES**

No Structure of a temporary or permanent character, trailer, tent, shack, garage, barn or other out building shall be permitted on the Property at any time without prior written consent of the Board of Directors.

#### **7. STORAGE**

Nothing shall be stored in or upon the Common Elements without prior written consent of the Board of Directors.

#### **8. GARBAGE AND REFUSE DISPOSAL**

No rubbish, trash, garbage or other waste disposal shall be kept in any Unit or the Common Elements, except in sanitary containers. No odor shall be permitted to arise therefore so as to render any portion of the Property unsanitary, offensive or detrimental to any other Owner, tenant or occupant.

- a) All garbage containers are required to have a lid that shall be placed securely on the container as to contain all garbage and keep animals from accessing the garbage.
- b) All garbage containers may be placed at the curb of the street on the afternoon prior to collection day and must be removed and stored **in the garage of the Unit only** by the evening on the day of collection.
- c) No garbage that may attract any animal shall be placed in any container in which the animal may have access i.e. plastic garbage bags, boxes, etc.
- d) Any deviation will require the written consent of the Board of Directors.

## 9. NUISANCES

No noxious, illegal, or offensive activity shall be carried on in any Unit or in any part of the Common Elements, nor shall anything be done thereon which may be or may become an annoyance or nuisance to, or which may in anyway interfere with, the quiet enjoyment of any of the Occupants of any Unit.

- a) No loud noises or noxious odors shall be permitted on the Property. The Board of Directors shall have the right to determine if any such noise, odor or activity constitutes and nuisance.
- b) No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy vehicles, power tools and equipment, or other items which may unreasonably interfere with television or radio reception in any Unit shall be used on any portion of the Property without prior written consent of the Board of Directors.
- c) Nothing shall be done or kept in any Unit or on the Common Elements, which may increase the rate of insurance for the Property without prior, written consent of the Board of Directors. No Unit Owner or Occupant shall permit anything to be done or kept in his Unit or the Common Elements which will result in the cancellation of insurance of any Unit or Common Element, or which will be in violation of any law.

- d) There shall be no exterior fires whatsoever. Barbeque fires must be contained within receptacles designed in such a manner that no fire hazard is created. Portable Barbeque pits, charcoal grills and other open-flame cooking devices outside of a building shall not be operated on combustible balconies or located within 10 feet of combustible walls or roofs or other combustible materials (Houston Fire Department, Life Safety Bureau, 16.3.5).
- e) No power equipment, workshops, or car maintenance of any nature whatsoever shall be permitted on the Property except with prior written consent of the Board of Directors. The Board of Directors shall take into consideration the effects of noise, air pollution, dirt or grease, fire hazard or interference with radio or television reception.

#### **10. PROPERTY APPEARANCE**

- a) No clothing, rugs, or household fabrics shall be hung, dried or aired in such a manner as to be visible from other Units or to the public.
- b) All draperies or drapery linings or shutters, blinds or shades visible from the exterior of any Unit shall be beige in color.
- c) The harmonious appearance of the Property depends on the tasteful treatment of all windows and glass doors visible to the public or other Units. Window treatments must be kept in good repair. Placement of objects, either decorative or functional, in windows is to be done in a manner that does not detract from the overall appearance of the Property. In all instances the Board of Directors will make the final decision.
- d) No Owner shall modify or alter in any way the structure or appearance of any patio or balcony area. All patios and balconies shall be kept in clean and neat condition, free of debris and refuse. Patios and balconies shall not be used for storage purposes nor shall any Owner fence in, wire in or in another way enclose any such area. If an Owner allows the patio or balcony appurtenant to his Unit to become cluttered or unsightly in any manner, he shall be given notice of such fact by the Board of Directors, and shall be required to correct such

condition within five (5) days of the date of the notice, and if he fails to do so the Board of Directors may correct such discrepancy (including the removal of any unsightly items or repair or refurbish the patio or balcony) at the Owners expense.

- e) No wiring for electrical or telephone installation or for any other purpose shall be installed, nor shall any heating or air conditioning units be installed in such a manner that they protrude through the walls or the roof of any building or are otherwise visible from the ground, without prior written approval of the Board of Directors.
- f) No more than four (4) planters may be displayed in any manner that is visible to the public. All potted plants must be placed in a tasteful container (not the plastic container in which the plant was originally purchased). All dead plants must be removed and properly disposed of. Empty plant containers must be stored in the Owners garage. No Owner may hang planters of any kind from any tree in the Common Elements.
- g) No Owner or Occupant may display "yard art" or planters or any personal items on the brick walls or on the street side in front of the brick walls of any buildings on the Property.
- h) Holiday decorations may be displayed 10 days prior to the holiday and must be removed no later than 5 days after the holiday with the exception of Christmas decorations, which may be displayed after Thanksgiving and must be removed no later than 5 days after New Year's Day.

#### **11. RADIO AND TELEVISION ANTENNAS**

No alteration or modification of a central radio or television antenna system, satellite television system, cable television system, whichever is applicable, shall be permitted, and no Owner or Occupant shall be permitted to construct, use or operate his own external radio, television or other electronic antenna without the prior written approval of the Board of Directors. No Citizen Band transmitter or other transmission device shall be operated on the Property without the prior written approval of the Board of Directors.

**12. OCCUPANCY QUOTAS**

The number of individuals permanently occupying a Unit shall not exceed one more than the number of bedrooms in the Unit. In determining the number of bedrooms in a Unit, a Den may be counted as a bedroom. For example, three (3) individuals may occupy any two (2) bedrooms Unit; two (2) individuals may occupy any one (1) bedroom Unit. For purposes of this paragraph, "permanent occupancy" shall be defined as any occupancy in excess of thirty (30) days not separated by intervals of at least six (6) months.

**13. CARPETING**

Sufficient carpeting with one half (1/2) inch padding pad shall be maintained on the floor surfaces (except kitchen, bathrooms, foyers and utility closets) in Units located over other Units to adequately reduce transmission of sound between Units. "Adequately" shall be determined by the medium quality impact Insulation Class (IIC) standard of 65, required at time of installment. It shall be assumed that all original installations and/or replacements thereof are in compliance.

**14. UTILITIES AND PLUMBING**

- a) Each Owner or Occupant shall use due care to avoid waste of utilities paid for as a Common Expense, including but not limited to waste of water. The Board of Directors may increase the utility charge to a specific Owner as reasonably required to cover such increase expense if such Owner, Occupant or guest fails to heed written warning of such waste.
- b) The commodes and other water apparatus shall not be used for any purpose other than for which they are constructed, and no sweeping, rubbish, rags, paper, ashes or other substances shall be thrown therein. The Owner, Occupant, or guest causing any damage shall pay any damages resulting from misuse of any nature or character. Owner shall be responsible for all damages to Units caused by overflow from drains or plumbing due to neglect of persons using the Unit.



## **15. NOISE**

Owners and Occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing or objectionable noises while on the Property.

- a) Using or playing or permitting to be used or played musical instruments, radios, televisions, amplifiers and any other instruments or devices in such a manner as to or may disturb Occupants of other Units is prohibited.
- b) As a courtesy, Occupants are asked to refrain from operating dishwashers, garbage disposals, laundry equipment and vacuum cleaners between the hours of 10 p.m. and 7 a.m., if the operation of such equipment may disturb the Occupants of an adjoining Unit.
- c) All Owners, Occupants and Guests shall maintain an undetectable noise level being emitted from any vehicle sound system of the Owner, Occupant or Guest when arriving or departing the Property as to maintain a quiet environment and the private enjoyment of all Owners, Occupants and Guests.

## **16. USE BY DECLARANT**

Nothing in these Rules and Regulations shall be constructed to prohibit the Declarant from using any Unit owned by the Declarant for promotional, marketing, or display purposes or from using any appropriate portion of the Common Elements for marketing or customer service purposes.

**THE FOREGOING REGULATIONS ARE SUBJECT TO AMENDMENT AND TO THE PROMULCATION OF FURTHER REGULATIONS. VARIANCES FROM THESE REGULATIONS MUST BE OBTAINED IN WRITING FROM THE BOARD OF DIRECTORS.**