

Dear Greenway Oaks Resident:

In an effort to make the task of abiding by the Deed Restrictions an easier one, we, the Board of Directors would like to give each of our residents a copy of the Greenway Oaks Rules & Regulations. We hope you will agree with its' concept of making our community a cleaner, more attractive, pleasant & harmonious place to live.

Thank You,

The Greenway Oaks Board of Directors

**RULES AND REGULATIONS  
AND FINING POLICY FOR  
GREENWAY OAKS OWNERS ASSOCIATION, INC.**

**1. GENERAL**

- 1.1** These Rules and Regulations were adopted by the Board of Managers ("Board"), in accordance with Article IV, Section 3(b) of the By-Laws and Section 82.102 of the Texas Uniform Condominium Act.
- 1.2** The Board designed these Rules and Regulations in order to make the Greenway Oaks Condominium Units (the "Property") a comfortable and enjoyable community for all Owners and Residents.
- 1.3** The terms used in these Rules and Regulations have the same definition as those terms used in the Declaration, unless otherwise defined herein.
- 1.4** All Owners of Condominium Units and Residents must strictly comply with the terms of the Declaration, By-Laws and these Rules and Regulations; any conflicts existing between these documents shall be governed by the stricter version. (References to "Owner(s)" as that term is used in these Rules and Regulations also applies to all Residents unless the text dictates otherwise; e.g., as in Article 2 where the reference to "Owner(s)" does not include Resident(s).)
- 1.5** Fines for violations of these Rules and Regulations or the terms of the Declaration and By-Laws have been established by the Board in accordance with Section 82.102(a)(12) of TUCA, as further detailed in Section 13 of these Rules and Regulations.
- 1.6** Paragraph 19 of the Declaration provides: "Each owner shall comply strictly with the provisions of this Declaration, the By-Laws and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Managing Agent or Board of Managers on behalf of the owners or, in proper case, by an aggrieved owner." All expenses of the Board in connection with any enforcement of these Rules and Regulations, the Declaration or the By-Laws, including court costs, attorney's fees and damages shall be assessed against the defaulting Owner's Condominium Unit and shall be secured by the Association's lien against the Condominium Unit as provided in Section 82.113 of TUCA.

- 1.7 Except for emergencies, complaints regarding the service of the buildings and grounds and General Common Elements or regarding any action of the Owners are to be made in writing to the Managing Agent.
  - 1.8 The Board shall have the right to appoint and designate a manager or any other person to enforce these Rules and Regulations or otherwise act on behalf of the Board.
  - 1.9 These Rules and Regulations may be added to, amended, modified or repealed at any time by the Board of Managers.
  - 1.10 No Owner shall engage any employee of the Association for any private business of the Owner without the prior written consent of the Board.
  - 1.11 Pursuant to Section 82.114(e) of TRCA, all Owners are to provide the management company within 30 days of a change in Owner's name, current mailing address, daytime and evening telephone numbers, driver's license, as well as Memberholder, and name and telephone numbers of any person occupying the unit, and any person managing the unit.
  - 1.12 Owners shall be held fully responsible for the actions of their families, employees, agents, licensees, representatives, invitees, servants and guests.
  - 1.13 Any consent or approval given by the Board under these Rules and Regulations shall be revocable at any time without any prior notice.
  - 1.14 These Rules and Regulations are in addition to the Rules and Regulations set forth in the Declaration. Provided, however, it is acknowledged that the last two sentences of Article VII, Section 8(f) of the By-Laws are void and unenforceable due to the protections of the Federal Fair Housing Act; the Association acknowledges that it cannot and will not attempt to enforce these provisions of the By-Laws.
- 2. LEASING**
- 2.1 The Board relies upon each Owner to thoroughly and properly screen the occupants of their Condominium(s).
  - 2.2 Prior to leasing a Condominium Unit, each Owner must obtain a written representation from each potential resident that they have not been convicted of a felony. In order to ensure the truthfulness of the resident's statement, each Owner must perform a complete criminal history check on each potential resident, which includes all criminal convictions both inside Texas and outside of Texas. In the best interest of all the residents of the Property, no Owner may lease or

allow his or her Condominium Unit to be occupied by anyone that has been convicted of a felony.

- 2.3 It is also recommended that each Owner perform a prior rental history check on all potential tenants. Owners should refrain from renting Condominium Units to tenants with unacceptable prior rental histories.
- 2.4 EACH OWNER IS SOLELY RESPONSIBLE FOR DETERMINING THE CREDIBILITY, CREDIT-WORTHINESS, MORAL CHARACTER AND/OR SUITABILITY OF EACH PROSPECTIVE TENANT AND/OR RESIDENT OF HIS OR HER CONDOMINIUM UNIT.
- 2.5 A fully completed and executed lease and a Resident Acknowledgement Form must be filed with the Management Company within thirty (30) days after a resident has taken possession of the Condominium Unit. All leases must list every resident living in the Condominium Unit.
- 2.6 The Owner must also furnish a Resident Acknowledgement Form for residents over the age of seventeen (17) who are not listed on the lease, but who move into a Condominium Unit and remain living in the Condominium Unit for a period of at least fourteen (14) days.
- 2.7 All leases must be in writing and must provide that the lease is subject to the terms of the Declaration, By-Laws and these Rules and Regulations, and that noncompliance with any term or condition of these documents is grounds for default under the lease.
- 2.8 All Owners are required to provide a copy of the Property's Declaration, By-Laws, and Rules and Regulations to their tenants, current and future.
- 2.9 If a resident, their guests or invitees violate any of the terms and conditions of the Declaration, By-Laws and/or Rules and Regulations and the Board requests the eviction of the resident, the Owner must begin eviction proceedings immediately. The Owner must provide the Board with written proof that eviction proceedings have begun within ten (10) days after receiving notice of the eviction request from the Board.
- 2.10 If due to the act or neglect of an Owner, or his agent, servant, tenant, family member, invitee or licensee, damage shall be caused to the General Common Elements or to a Condominium Unit or Units owned by others, or maintenance, repair or replacement are required which would otherwise be a common expense, then such Owner shall pay for such damage or such maintenance, repair and replacements, as may be determined by the Board. Each Owner may be held legally liable for any damages caused to Board property and all violations of the

**Declaration, By-Laws or the Rules and Regulations by any residents of his or her Condominium Unit.**

**3. NOISE AND PERSONAL CONDUCT**

- 3.1** Radios, televisions, stereos, and/or musical instruments should not be played at such volume that sounds would annoy other residents. All residents should have due regard for the comfort and enjoyment of other residents in the Property. Your Condominium Unit is your home and should be free from interference from others; you and your guests, in turn, should not disturb other residents and their guests.
- 3.2** Residents and their guests should maintain order at all times and take care not to make unnecessary noise by slamming doors, bouncing objects against walls, floors and doors, jumping around unnecessarily, and using excessively loud voices.
- 3.3** Public drunkenness, disorderly conduct, lewd behavior, physical violence, fights, excessive noise, unnecessary shouting, and the use of obscene and/or abusive language are prohibited.
- 3.4** No consumption of alcoholic beverages or use of illegal drugs is allowed at any time in any of the Common Elements. Alcohol may be consumed only inside a Condominium Unit.
- 3.5** Unlawful public display of firearms is strictly prohibited.
- 3.6** The unlawful firing of any type of firearm in the Condominium Units is strictly prohibited; this will automatically result in a request for eviction of the tenant or Resident Owner.
- 3.7** Firecrackers and/or fireworks are strictly forbidden.
- 3.8** Vandalizing of General Common Elements, including but not limited to the buildings, landscaping and fences, is strictly prohibited.
- 3.9** Loitering (including sitting or leaning on cars parked on the Property) is prohibited.
- 3.10** No one is allowed to play or party in the parking or driveway areas or in the hallways or lobbies, stairways, storage areas, boiler room and trash areas.
- 3.11** No sitting or climbing on any fences (including balcony fences) or trees is allowed.

- 3.12 No chairs, tables or any other furniture, other than those belonging to the Association are allowed to be set up and/or used in the General Common Elements.
- 3.13 Smoking is permitted only inside the Condominium Units or outside the buildings. Smoking is prohibited in the laundry rooms and lobbies.
- 3.14 Barbecuing is not allowed on the premises.
- 3.15 No owner or resident shall produce or permit any noxious odors that will disturb or annoy other residents.
- 3.16 Hallways, lobbies and stairways are to be used for entering and exiting only.
- 3.17 Blocking of sidewalks, courtyards or walkways by persons or objects is not permitted.
- 3.18 No personal belongings should be left in the General Common Elements.
- 3.19 Waterbeds are not allowed.
- 3.20 No Owner and/or resident may use any part of the attic of the buildings for any reason including storage.
- 3.21 All garbage, trash, refuse and disassembled paper cartons shall be deposited and enclosed with a plastic bag and placed into the trash containers intended for such purpose only at such times and in such manner as the Board may direct. Oversize items and furniture disposal are the responsibility of the Owner, and may not be placed in the trash area.
- 3.22 All damage to the buildings or General Common Elements caused by the moving or carrying of any article therein or moving any object through the lobbies, i.e. bicycles, etc., shall be paid for by the Owner responsible for the presence of such article and the damage caused thereby.
- 3.23 No Owner shall permit the running of water for an unreasonable or unnecessary length of time.
- 3.24 No Owner shall interfere in any manner with any portion of the plumbing, heating, air conditioning, carpeting, flooring, outdoor furniture, irrigation system or outside lighting which is not part of the Owner's Condominium Unit.
- 3.25 No Owner shall use or permit to be brought into or stored in the buildings any inflammable oils, fluids or gases such as gasoline,

kerosene, naphtha, or other explosives or articles deemed hazardous to life, limb or property.

- 3.26 No owner shall cause or permit the blowing of a horn of any vehicle, loud noises from any automobile or motorcycle, in the parking areas, drive areas, or other areas around the property.
- 3.27 Any moving in or out of the buildings shall be between the hours of 8:00 a.m. and 6:00 p.m. Owners leasing their Condominium Units shall be responsible for notifying their tenants of such restriction.
- 3.28 Any repair work or construction within a Condominium Unit, except for emergencies, shall be conducted between the hours of 8:00 a.m. and 6:00 p.m. on week days only.

#### 4. VEHICLES, MOTORCYCLES and BICYCLES

- 4.1 Toys, skateboards, tricycles and/or bicycles must not be left on sidewalks, in courtyards, driveways and/or parking areas or hallways.
- 4.2 Mechanical work on cars, trucks, motorcycles, and/or any other motorized vehicle is not allowed.
- 4.3 Lubrication and oil changes are not permitted on the Property. No oil should ever be leaked, spilled or disposed of anywhere on the Property. The Owner will be responsible for oil leaks in his or her assigned parking space.
- 4.4 Large trucks, boats, campers, trailers or other heavy vehicles are prohibited except for moving household goods.
- 4.5 Washing of vehicles is not permitted on the Property.

#### 5. PARKING

- 5.1 No motorcycles, motorbikes, motor scooters, or similar vehicles shall be operated within the Property except for the purpose of transportation, 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. Speed limit is 5 mph.
- 5.2 Visitor Parking is for visitors ONLY. Visitor Parking is limited to twenty-four (24) consecutive hours. Visitors will be towed at Owners expense. No Owner and/or Resident may park in Visitor Parking at any time.

- 5.3 **Vehicles cannot be stored on Property. Inoperable or wrecked autos, including those vehicles displaying expired license plates and/or inspection stickers, including those parked in assigned spaces, will be permitted on the Property for longer than forty-eight (48) hours.**
- 5.4 **Parking in an assigned (covered and/or numbered) parking space other than the one that has been specifically assigned to an Owner's and/or resident's Condominium Unit is strictly prohibited.**
- 5.5 **No assigned (covered and/or numbered) parking space may be occupied by more than one (1) vehicle at any given time.**

6. **OUTSIDE APPEARANCE**

- 6.1 **BALCONIES: Nothing shall be permitted on balconies except planters, with live plants, and outdoor furniture. Outdoor furniture must be kept in an attractive condition.**
- 6.2 **No visible clotheslines, bedding, rugs, towels, personal clothing, trash, mops, or other items are permitted on balconies or patios.**
- 6.3 **No object, water, trash or landscape debris should be thrown or swept from balconies.**
- 6.4 **All windows require traditional window coverings with the exterior facing portion of the window covering being in shades of white to maintain the uniform appearance of the Property. No bed sheets, newspapers or foil coverings are allowed on the windows. Tinting of windows/patio doors is not permitted unless approved in writing by the Board of Managers.**
- 6.5 **All broken windows or window panes must be replaced immediately.**
- 6.6 **Fans or air conditioners are not allowed in windows.**
- 6.7 **All exterior doors in Condominium Units must be secure and in good operating condition, and must be kept closed when not in use.**
- 6.8 **Alteration and repair of the exterior of the buildings, balconies and General Common Elements is the responsibility of the Association and no owner shall do any painting or decorating of the exterior of the buildings or any part thereof or any of the General Common Elements.**
- 6.9 **No entrances, lobbies, stairways, hallways, balconies, fences or any other portion of the buildings and General Common Elements shall be decorated by any Owner in any manner. Holiday decorations in windows and on balconies or patios are permitted for a period of time not to exceed thirty (30) days before and after the Holiday.**



- 6.10 No sign, notice, advertisement or decoration, cables or wiring shall be inscribed or imposed on or projected from or attached to any window, balcony, stairway, fence, door or other part of the buildings, General Common Elements or Limited Common Elements.**
- 6.11 Pursuant to the FCC's OTARD Rule, any Dish/Cable/Antenna installation on a unit's limited common area (Balcony or Patio) is allowed. However, any Dish/Cable/Antenna installation on the general common elements (e.g., the roof) must first be approved by the Board of Managers and certain rules and regulations must be abided by as per the "Satellite Dish/Cable/Antenna Installation Guideline for General Common Elements".**
- 6.12 No Burglar bars or other devices shall be installed or imposed on or projected from or attached to any window, balcony, stairway door or other part of the buildings, General Common Elements, Limited Common Elements or Condominium Units without prior approval of the Board.**
- 6.13 New outside fencing must be made of iron. Remaining wooden fencing in need of repair must be replaced with iron fencing.**

**7. INTERIORS**

- 7.1 No Owner or other occupant of any Condominium Unit shall make any alteration, modification or improvement to the interior of said Condominium Unit without first submitting an Architectural Control form and obtaining the written consent of the Association.**
- 7.2 No hard surface flooring (such as wooden, laminate, tile, etc. flooring) may be installed in any second floor unit, other than the two-story units located at the rear of the property, and occupied by one owner, or those second floor units above the parking areas, and without another unit located beneath them.**
- 7.3 Any modifications and/or construction within a Condominium Unit shall be conducted between the hours of 8:00 a.m. and 6:00 p.m. on week days only.**

**8. LIMITED ACCESS GATES**

- 8.1 THE LIMITED ACCESS GATES ARE PROVIDED SOLEY FOR THE PURPOSE OF MONITORING TRAFFIC. ALL OWNERS AND RESIDENTS, THEIR GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.**

8.2 When using the access gates for entering and exiting, or parking on Greenway Oaks property, the noise emitted from the vehicles, (including radios, conversations and vehicular sounds) must be kept at a minimum to ensure the quiet enjoyment of the residents who reside near the limited access gates.

8.3 Swinging on, standing on, pushing or tampering in any way with the limited access gate system, including the pedestrian gates, is strictly prohibited.

## 9. PLUMBING

9.1 All leaking fixtures must be repaired promptly. Damages occurring from plumbing leaks in a Condominium Unit will be the responsibility of the Owner in the Condominium Unit from which the plumbing leaks emanate.

9.2 No cooking grease, sanitary napkins, tampon holders, disposable diapers, paper towels, plastic bags, toys, coffee grounds or cigarette butts should ever be placed in a drain either inside or outside a Condominium Unit, nor should any of these items ever be flushed down a toilet.

## 10. BUSINESS OPERATIONS USE

10.1 All Condominium Units shall be used for single family residential purposes only except as provided in the Declaration. Residents may: maintain a personal library; keep personal business or professional records or accounts; and handle personal business or professional telephone calls or correspondence.

10.2 Any business operation which involves regular consultation with clients at an Owner's and/or Resident's Condominium Unit, including, but not limited to, baby-sitting service, car repair, dog sitting service, cleaning service and/or unlawful transactions is strictly prohibited.

## 11. PETS

11.1 Pets may be kept or housed in the buildings only when expressly permitted in writing by the Board. Each Owner who desires to keep a pet in the building shall first apply in writing to the Board for permission to keep such pet; such permission shall not be unreasonably denied. In no event shall any pet be permitted in any of the interior General Common Elements unless attached to a leash. Leashed pets must be walked outside the complex to ensure no excrement is in the interior General Common Elements, hallways,

garage, driveway, passeways, walkways, lobbies, courtyard or any landscaping, etc.

11.2 If a pet disturbs other Owners by barking or biting or in any other way becoming obnoxious, the Board will give notice to the Owner of such pet to cause such annoyance to be discontinued; if such annoyance is not immediately discontinued, controlled and corrected, the Board may revoke its permission to keep the pet in the building and the pet shall be immediately removed from the building.

11.3 The By-Laws allow one (1) small pet per Condominium Unit. Such pet cannot weigh more than thirty (30) pounds. Pet Policy applies to both dogs and cats.

## 12. LAUNDRY ROOMS

12.1 Greenway Oaks laundry rooms are maintained for the express use of our Owners and/or Residents. Any person not living on our Property may not use these laundry rooms or equipment.

12.2 No one may remove another person's laundry from any machine for any reason, if so they will be fined a fee.

## 13. FINING POLICY

13.1 Owners are responsible for assuring that their residents and their guests and invitees comply with the provisions of the Declaration, By-Laws and Rules and Regulations. In the event an Owner, resident, guest or invitee of an Owner violates any of the provisions of the Declaration, By-Laws and/or Rules and Regulations, the Board shall have the authority to impose a fine upon the Owner of the Condominium Unit for each violation.

13.2 Upon determining that a violation of the Declaration, By-Laws and/or Rules and Regulations of the Board or other damages has occurred, the Board of Managers shall mail or deliver a written notice to the Owner and, if applicable, the resident of the Unit:

(1) describing the violation or property damage and stating the amount of the proposed fine or damage charge;

(2) stating that not later than the thirtieth (30<sup>th</sup>) day after the date of the notice, the Owner may request a hearing before the Board to contest the fine or damage charge; and

(3) allowing the Owner a reasonable time, by a specified date, to cure the violation and avoid the fine; provided, however, that if the

Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) month period, the fine may be levied immediately without giving the Owner a reasonable time in which to cure the violation.

13.3 The Board of Managers must give notice of the levied fine or damage charge to the Owner not later than the thirtieth (30th) day after the date of a fine or damage charge has been levied against the Owner. All fines or damage charges will be due and payable immediately as of the date of the notice stating that a fine or damage charge has been levied, regardless of whether a hearing is requested. If a fine is levied for a violation within the prescribed time period, the fine will be due and payable immediately on the date that the period for curing the violation ends, regardless of whether a hearing is requested. In the event an Owner requests a hearing within thirty (30) days after the date of the notice, the Board of Managers, at its discretion and after hearing all of the evidence, may determine that:

- (1) the fine is reasonable
- (2) the amount of the fine should be lowered, in which case the Owner will receive a partial refund; or
- (3) the fine should be refunded in its entirety.

13.4 Any fine or damage charge levied against an Owner, pursuant to the Filing Policy set out herein, shall become part of the assessments for which the Owner is responsible for payment, which said assessments are secured by a continuing lien in favor of the Association as provided in Section 82.113 of TUCA.

13.5 The Board of Managers has adopted the Schedule of Fines attached to these Rules and Regulations and incorporated herein.

## SCHEDULE OF FINES

Items not specifically addressed in the listing below are not to be construed as non-fineable offenses. Fines may be assessed from \$50.00 minimum to \$500.00, with increments of at least \$50.00 based on severity of the offense as determined by the Board of Managers.

A charge of \$25.00 will be assessed to the Owner for each additional copy of the Rules and Regulations and Fine Schedule should the Association or Management Company have to provide same to the Owner, tenants, lessees, agents, or employees of said Owner. These Rules and Regulations may be downloaded at no charge from the Greenway Oaks Website.

### 1. General

Fine to be imposed for infractions of the Rules and Regulations as listed under Section 1 of the Rules and Regulations shall be \$50.00 per violation notice (after cure period) until corrected except in those instances noted.

#### Exceptions:

\$100.00 fine for refusal to allow entry to a Condominium Unit for the purpose of identifying, correcting and/or repairing any incidence that may cause damage to a General Common Element or Limited Common Element.

### 2. Leasing

Fine to be imposed for infractions of the Rules and Regulations as listed under Section 2 of the Rules and Regulations shall be \$100.00 per violation notice (after cure period) until corrected.

### 3. Noise and Personal Conduct

Fine to be imposed for infractions of the Rules and Regulations as listed under Section 3 of the Rules and Regulations shall be \$100.00 per violation notice (after cure period) until corrected.

### 4. Vehicles, Motorcycles, and Bicycles

Fine to be imposed for infractions of the Rules and Regulations as listed under Section 4 of the Rules and Regulations shall be \$50.00 per violation notice (after cure period) until corrected.

### 5. Parking

Fine to be imposed for infractions of the Rules and Regulations as listed under Section 5 of the Rules and Regulations shall be \$100.00 per violation notice (after cure period) until corrected.

### 6. Outside Appearance

Fine to be imposed for infractions of the Rules and Regulations as listed under Section 6 of the Rules and Regulations shall be \$100.00 per violation notice (after cure period) until corrected.

**7. Interiors**

Fine to be imposed for infractions of the Rules and Regulations as listed under Section 7 of the Rules and Regulations shall be \$100.00 per violation notice (after cure period) until corrected.

**8. Limited Access Gates**

Fine to be imposed for infractions of the Rules and Regulations as listed under Section 8 of the Rules and Regulations shall be \$100.00 per violation notice (after cure period) until corrected.

**9. Plumbing**

Fine to be imposed for infractions of the Rules and Regulations as listed under Section 9 of the Rules and Regulations shall be \$200.00 per violation notice (after cure period) until corrected.

**10. Business Operations Use**

Fine to be imposed for infractions of the Rules and Regulations as listed under Section 10 of the Rules and Regulations shall be \$50.00 per violation notice (after cure period) until corrected.

**11. Pets**

Fine to be imposed for infractions of the Rules and Regulations as listed under Section 11 of the Rules and Regulations shall be \$50.00 per violation notice (after cure period) until corrected.

**12. Laundry Rooms**

Fine to be imposed for infractions of the Rules and Regulations as listed under Section 12 of the Rules and Regulations shall be \$50.00 per violation notice (after cure period) until corrected.

**RECORDER'S MEMORANDUM:**

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, MENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VOID AND UNENFORCEABLE UNDER FEDERAL LAW, THE STATE OF TEXAS, COUNTY OF HARRIS.  
Harris County Public Records was FILED in the Public Records on the date and at the place shown below and was RECORDED in the Official Public Records of Real Property of Harris County Texas on

**FILED FOR RECORD**  
8:00 AM

**MAY 28 2010**

*Conroy B. Hayden*  
County Clerk, Harris County, Texas

**MAY 28 2010**



*Conroy B. Hayden*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS