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Chelsea at Mission Bend Community Association, Inc.

Rules & Regulations

Acknowledgement

The following Rules and Regulations were derived from Chelsea' legal documents and presented in a format simplified for owner use. The fencing section was duly adopted by the Board of Directors of Chelsea at Mission Bend Community Association, Inc. hereinafter referred to as the "Board" on June 5, 2016, pursuant to authority conferred upon them by the Declarations of Covenants and By-Laws. Each Owner of a property in the community, together with their families, guests, occupants, and tenants are subject to these Rules and Regulations. *LOCATED IN FORT BEND COUNTY.*

Description of Fee Assessment

Non-compliance with any of the following requirements which include, but not limited to, Deed Restrictions, Architectural Control, house, fence and yard maintenance, may result in a fee of \$25.00 each and every month of violation (not including legal cost and other handling charges), hereinafter referred to as "Association reimbursement fee". These fees are the same as Annual Assessments and will be added to an owner's account.

The first deed restriction letter is a "courtesy letter" with no charge. However, if the owner has not responded or corrected the deed restriction by day 31 of the initial letter, then that courtesy letter becomes a fee-based letter of \$25.00. The fee is to reimburse the Association for money spent out of the General Fund Account to process every deed restriction letter, thereby enforcing the violator to replace those funds back into the General Fund Account. In this manner, only the violator is accountable to the funds spent, rather than the entire Association.

On day 60 of the violation, the owner incurs an additional \$25.00 and will be turned over to the attorney. At this point the owner owes the Association \$50.00 for each of the two months in violation plus any and all legal expense and other collection charges by the management company and attorney.

Additionally, the first time an owner has been notified of a Deed Restriction, the Association does not "restart the clock" on the second, third, or fourth violation for the same offense, but shall apply the first deed restriction letter to all subsequent violations within a 90-day period.

Aside of charging fees, the Board or any of its hirees may enter said property without liability or owner permission to correct the violation at owner's expense. The owner will have 30 days to reimburse the Association and failure to do so will result in a 10% per annum late fee plus cost of

legal actions taken against the owner. The money owed to the Association will be the same as an Annual Assessment.

Architectural Control

1. The Architectural Control Committee (ACC) is solely responsible for approving any and all changes to homes and property within the Community.
2. All owners must complete an Architectural Control Committee (ACC) form BEFORE starting any project on its property. Failure to do so will result in matter turned over to attorney for handling and all legal expense charged back to owner.
3. The Architectural Control Committee reserves the right to refuse any projects not approved in advance and to demand all work be stopped or taken down if not approved in advance.
4. Any structural additions or changes must be approved by the ACC prior to commencement of work. This includes, but not limited to, roofing, siding, patios and painting.
5. Homeowners wishing to paint the exterior of their houses must submit an ACC Form, pictures, and samples of the proposed color. Only neutral earth tones of brown, tan, beige or grey will be acceptable.
6. Material and color of replacement roofs shall be submitted to the ACC prior to commencement of work. All buildings shall be roofed with composition shingles unless approved in writing by the ACC. Note that wood shingles or tin roofs are specifically prohibited.
7. ACC Forms for proposed changes are available from PMI, (Tel: 281-556-5111).

Fences

1. All fences should be maintained in an excellent condition so that there are no missing pickets or other boards, and no detached, leaning/falling down sections.
2. All fences shall be of cedar construction or better, fence foundation may be of treated pine and fences shall not exceed six (6) feet in height if visible from the street-side or public view.
3. Fences installed during Hurricane Ike have been "grandfathered" as acceptable due to the crisis situation, but replacement of any of these fences shall be confined to descriptions herein.
4. All backyard fences NOT visible from the street-side or public view may not exceed seven (7) ft.

5. Homes sharing common boundary with foreign commercial property, the fence shall not exceed seven (7) feet.
6. Common boundary fences are described as fences that separate joining owner properties. Thus, boundary fences are jointly owned by all owners sharing the fence and all expenses for maintenance or replacement of such fences shall be shared equally, unless damage through negligence or any other matters relating to an individual owner, then 100% of cost rest with that owner.
7. Owners sharing a common boundary fence with the Association must get approval in writing in ADVANCE of any expenditure made. The Architectural Control Committee reserves the right to refuse any and all owner expenditures not approved in advance, and to refuse any bids in order to take actions most beneficial to the Association as a whole first, then consideration with the common boundary fence owner on an equal cost basis.
8. The Architectural Control Committee will have the final authority in determining acceptable, quality fencing.

Common Areas

1. The Park hours are 8:00 AM to 10:00 PM (summer months); and 9:00 AM to 8:00 PM (all other periods).
2. The gate to the Park must remain lock at all times after the issuance of keys.
3. No unsupervised children under the age of 12 allowed in the Park area.
4. Owners using the Park for parties, etc., must notify PMI in advance and clean area before leaving.
5. No fires of any kind outside of a bar-b-cue pit allowed in the Park.
6. No illegal drugs or illicit behavior allowed in the Park at any time.
7. Any owner using the Park at their own leisure is fully responsible for their own safety at all times.
8. Owners may not remove/steal plants from the Common Areas.

Residential Properties

The owner (or occupants) of the property is responsible for maintaining the property in a well-manicured, clean and attractive appearances at all times.

1. Houses are to be kept painted and maintained at all times. No mold or mildew on houses. No hanging/missing screens.
2. Garage doors should be painted to match the house, and kept in good working order, and free from sagging or any other damage.
3. Gutters and downspouts should be properly attached to house at all times.
4. No broken or cracked window panes.
5. No window air-conditioning units permitted.
6. Driveways/sidewalks should be free of weed/grass.
7. No graffiti permitted on sidewalks, streets, fences, walls, etc.
8. Trees, shrubs and hedges should be trimmed and maintained to increase visibility of drivers on the roads. No overhanging of trees and plants over sidewalks and roadways.
9. Yards, driveways, curb-sides, and adjacent easements should be free of trash and other debris. No weeds and other debris in flowerbeds, etc.
10. Trimmed branches and discarded plants that will not fit inside trash containers should be bundled & tied with string for pick up by the trash service. These items are not allowed on property for long periods of time.
11. Lawns should be regularly mowed (perhaps every two weeks in summer months), edged, and flower beds kept clear of weeds and other debris.
12. Garbage and recycle containers must be kept out of public view during non-trash days.
13. Owner may not operate a business from his residence.

Vehicles, etc.

1. No vehicle with or without motor may be parked or stored on any part of any property, easement, right-of-way, or common area unless such vehicle is concealed from public view inside a garage provided the doors may be closed and secured or other approved enclosure, except passenger automobiles, passenger vans or pick-up trucks who are in operating condition, have current license plates and inspection stickers, are in daily use as motor vehicles on the streets and highways of the State of Texas, and which do not exceed six feet six inches in height, or seven feet six inches on width or twenty-one feet in length, are allowed to be parked in the driveway on any property or anywhere in the community.

2. No medium to large-size commercial vehicle (including but not limited to RV, dump truck, cement truck, delivery trucks or food truck, oil tanker trucks, 18-wheelers, trailers, or similar vehicles) is allowed parked or stored on any property, street, easement, right-of-way, or common area overnight.
3. No non-motorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any part of property, easement, right-of-way, street, or common area unless such object is concealed from public view inside a garage with doors closed. Commercial vehicles, trailers, boats, campers, etc., may not be stored or parked anywhere on the property or streets in the community.
4. No vehicle repair work, dismantling or assembling of motor vehicles or other machinery or equipment shall be done or permitted in any street, driveway or any portion of the properties.
5. Vehicles with expired registration/license stickers or non-working vehicles are not allowed on any property, street, easement, or right-of-way in the community.
6. Owners should refrain from parking on street corners which limits a driver's view in the intersection. No parking on grass.
7. All vehicles towed at owner's expense. Tow information located on Park gate.

CHELSEA AT MISSION BEND COMMUNITY ASSOCIATION, INC.

Approved by Board of Directors & Endorsed by
Wanda Posteal, President of Board of Directors

Wanda Posteal WANDA POSTEAL 6/24/2016
Signature Print Name Date

State of Texas

County of FORT BEND

This instrument was acknowledged before me on this 24th day of JUNE, 2016
by WANDA N. POSTEAL of Chelsea Board of Directors, Chelsea at Mission Bend
Community Association, Inc., a Texas non-profit corporation on behalf of said corporation.

Saira Manzo
Notary Public Signature



AS PER ORIGINAL

RETURNED AT COUNTER TO:

WANIDA POSTER, Chelsea HOA
8238 PADDINGTON PLACE DR.
HOUSTON, TX 77083

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laura Richard



Laura Richard, County Clerk
Fort Bend County, Texas

June 24, 2016 01:28:13 PM

FEE: \$27.00 DP2
RESTRICT

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