

ASTORIA CONDOMINIUM ASSOCIATION
RESTATED AND AMENDED RULES AND REGULATIONS

WHEREAS, the Astoria Condominium Association, a Texas non-profit corporation, (the “ Association”), is the governing entity for Astoria Condominiums, an addition in Harris County, Texas, according to the First Amended and Restated Declaration of Astoria Condominiums, recorded in the Condominium Records of Harris County, Texas, under Clerk’s File No. 20130173385, along with any amendments and supplements thereto,(the “ Declaration”); and

WHEREAS, Section 20.02 of the Declaration and Section 82.102 of the Texas Uniform Condominium Act authorizes the Association to adopt rules and regulations; and

WHEREAS, the Association has adopted the following various documents containing rules and regulations applicable to the Astoria Condominiums and Association as recorded in the Real Property Records of Harris County, Texas under the referenced Clerk’s File Numbers: Amendment No. 1 to Rules & Regulations for the Astoria Condominium Owners Association, RP-2016-536400; Rules of Astoria Condominium Owners Association and Supplement to Rules and Regulations of Astoria Condominiums, RP-2017-108723; Assessment Collection Policy Guidelines and Amendment No. 2 to Rules and Regulations, RP-2017-127297; Leasing Fees Policy and Fine Policy, RP-2017-233162; Policy Prohibiting Operation of a Business, RP-2017-210292; Fine Policy for Short-Term Leases/Rentals, RP-2017-36987; Board Resolution Amending Paragraph 17 of the Amendment No. 1 to Rules and Regulations Establishing a Staff Person to Supervise Unit Move In/Outs/Delivery, RP-2018-263156; Rules Regulating Times for Showing Units for Sale, RP-2019-64396; and Rules and Regulations for Pets and Animals, RP-2019-465-279 (the “ Rules”); and

WHEREAS, the Association desires to consolidate all rules and regulations into one document and to modify certain provisions;

NOW THEREFORE, pursuant to the foregoing, and as evidenced by the Certification hereto, the Association, through its Board of Directors, hereby adopts the following Restated and Amended Rule and Regulations of the Astoria Condominiums to read as follows:

GENERAL

Building Staff: The building staff are not to be engaged by Unit Owners for personal errands which are not within the scope of the applicable staff’s duties. The Board of Directors, through an employed manager or through a management company engaged by the Association, if any, shall be solely responsible for directing and supervising the building staff.

Smoking: The Astoria is a NON-SMOKING BUILDING. Please abstain from smoking in all common areas of the building (Lobby, Pool Area, Fitness Center, Meeting Room, Residents Lounge, Guest Suite, Restrooms), in the Elevators, Parking Garage, and Stair Well(s). Smoking is ONLY allowed in private Units and their balconies as long as the odor is not disturbing other units. The building will enforce the current smoke ordinance

enacted by the City of Houston which currently bans smoking within 25 feet of the building. The contents of this ordinance may change from time to time.

Flammables: No flammable (including charcoal), combustible or explosive fluids, chemicals or other substances may be kept and/or used in any residential unit or balcony, storage unit, garage, and in the Common elements.

Garage & Estate Sales: No garage or estate sales shall be allowed.

Hurricane Preparation: Each Unit Owner who plans to be absent from his/her balcony during the hurricane season must prepare his/her Unit prior to departure by:

- Removing all items from his/her patio.
- Designating a responsible firm or individual to care for his/her Unit during his/her absence in the event that the Unit should suffer hurricane damage. Each Unit Owner shall furnish the manager with the name and contact information of such firm or individual.
- Owners should ensure their current contact information is on file with the management office in order to receive important updates regarding hurricane preparation.

Responsibility for Package Deliveries: Deliverable packages are less than fifty (50) pounds. The front desk staff are responsible for delivery of such deliveries. Astoria staff is not responsible for damaged or lost deliveries. For delivery of items over fifty (50) pounds, owners must make special arrangements with management.

Roof: Unit Owners, their families, contractors and guests are not permitted on the roof for any purpose.

Signs: With the exception of signs used or approved by the Board of Directors, no signs, advertisements, notices or lettering may be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Common Elements or Common Areas, or any part of a Unit or balcony, so as to be visible outside the Unit or the property.

Solicitation: There shall be no solicitation by any person anywhere in the building for any cause, charity, or any purpose whatever, unless specifically authorized by the Board of Directors. Owners are responsible for ensuring their contractors, housekeepers, etc. do not disturb residents with door to door solicitation.

Contact Information: All residents (owners and tenants) must provide management with current contact information, (cell phone or email). An emergency contact and their best contact number should be provided for emergency purposes.

Unit Access: Providing access to units for vendors, repairmen, housekeepers, babysitters, guests, etc. is the responsibility of each Resident. Should a resident ask Management to provide access to their unit, the request must be in writing to the concierge. Management may not accompany the guests, contractors, etc. while in the unit. The emergency unit key on file with management will not be available for use in these situations.

Illegal and Unlawful Activities: If a representative of the Association believes a crime is being or has been committed, law enforcement will be immediately notified.

NOISE, NUISANCE & ODORS

Noise: Per the Declaration of the Astoria Condominium, the provision states: Article XI, Restrictions on Use, Section 11.2 (g): “ ...No Unit Owner or occupant shall make or permit any disturbing noises nor do or permit anything to be done by others that will interfere with the rights, comforts or convenience of other Unit Owners or occupant”.

- No Unit Owner shall make disturbing noises in the Building or allow sounds to emanate from his/her Unit, or permit his/her family, servants, employees, agents, visitors or licensees to do so. In particular, no Unit Owner shall play (or permit to be played in his/her Unit or on the Common Elements appurtenant to it) any musical instrument, phonograph, television, radio or the like in a way that unreasonably disturbs or annoys other Unit Owners or occupants.
- Any unit remodeling/construction work must be coordinated/communicated with the management office in advance. All work must be completed during the hours of 8 AM to 4:00 PM. No such work shall be done on Saturdays, Sundays, and holidays. Exceptions may be approved by the condominium manager.

Nuisance:

- A Unit Owner shall not permit anything to be done or kept in his/her Unit which will increase the insurance rates on his/her Unit, the Common Elements, or any portion of the Condominium or obstruct or interfere with the rights of other Unit Owners or the Association.
- A Resident shall avoid doing or permitting anything to be done that will disturb, harass, or inconvenience other Residents or their guests, or the building staff and agents.

Odors: No noxious or unusual odors shall be generated in such quantities that they permeate to other Units and become annoyances or become obnoxious to another Unit Owner. All cooking odors need to be properly ventilated through your unit.

BALCONIES & TERRACES/EXTERIOR OF UNITS

Antennae: No exterior antennae, including satellite dishes, shall be permitted on the Condominium Property, including balconies.

Barbecue Grills: The Board of Directors reserves the right to prohibit or restrict the use of all or certain outdoor cooking grills, if, in the Board of Director's discretion, such grills constitute a fire hazard. No open fires are allowed. Gas tanks must be properly used and maintained. No grill can be used near combustible materials. If the use of outside grills is permitted, (i) open fires must be supervised at all times; (ii) gas tanks must be properly used and maintained; (iii) no flames may be higher than the cooking surface; (iv) a grill may not be used near combustible materials and (v) the cooking odor must not disturb other units

Cleanliness: Unit Owners shall not allow anything to be thrown or to fall from terraces or balconies, including cigarette butts. No sweepings, water or other substances, shall be permitted to escape to the exterior of the building from the terraces or balconies. Garbage cans, laundry, dry cleaning, supplies, towels, rugs, mops or other articles shall not be placed on the terraces or patios.

Exterior Appearance: To maintain a uniform and pleasing appearance of the exterior of the Condominium building, no awnings, canopy, screens, air conditioning unit, glass enclosures, bird houses, hummingbird feeders, stuffed animals, or other projections shall be attached to, hung, displayed or placed upon the porches, outside walls, doors, windows or to the patio, roof or other portions of the Building or on the Common Elements. This prohibition against projections includes, without limitation, any type of screen or umbrella and any outdoor TV, cable, satellite or radio antennae. No exterior lighting shall be permitted on the walls or ceilings of any terrace or patio. Terraces and patios shall not be used for the storage of any items including, but not limited to, bicycles, and exercise equipment.

Wires, etc.: No wiring may be installed or placed on the exterior of any Unit and no roof may be penetrated for any purpose. The exterior of a Unit may not be penetrated for any purpose.

Additional Rules:

- Please be respectful to your neighbors and avoid loud music activities to occur on your balcony.
- No storage of any type shall be permitted, including on terraces or patio spaces.

USE & OCCUPANCY

- All Units shall be used for residential purposes only. In no event shall occupancy (except for temporary occupancy by VISITING GUESTS) exceed two (2) persons for each bedroom contained in a Unit including convertible portions of any Units. The term “temporary occupancy” as used herein shall mean occupancy of the Unit by “guests” not to exceed thirty (30) days. Past 30 days, whether consecutive or not, within in a twelve month timeframe, “guests” become subject to screening, background checks, and appropriate fees, etc.
- All guests must be registered with the front desk. Access to amenities for visiting guests must be approved by management.
- Under no circumstances may more than one (1) family reside in a Unit at one time. “Families” or words of similar import used herein shall mean either a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or a group of not more than two (2) persons not so related.

PROHIBITION OF BUSINESSES

Each Unit within the Astoria condominiums is to be used solely for residential purposes.

- No commercial activities (other than a home office) are allowed to be conducted in a condominium unit and/or in the common elements of the building (i.e. fitness room, residents’ lounge, meeting room, guest suite, pool, pool deck & grill area, parking garage).
- No commercial, manufacturing, industrial or business activity that creates any:
 1. nuisance;
 2. liability exposure such as customer/client/patient traffic;
 3. noise;
 4. traffic or parking congestion;
 5. odors or vibrations; or
 6. other activity that might detract from the peaceful and residential character of the project, are permitted within the Astoria Condominium Building.
- Consistent with the prohibitions stated in paragraph one above, it shall be a violation of the Astoria Condominium Rules to commit any of the following acts within the Astoria Condominium building:
 7. Selling tickets to events held in the residents’ lounge;
 8. Selling any items in the residents’ lounge (books, wine);

9. Transacting business involving the exchange of money on a recurring basis; and
10. Engaging in illegal businesses (drugs, prostitution).

SELLING & LEASING UNITS

Leasing & Orientation Fees:

- Rental Application Fees: \$500.00 for the initial applicant, \$250 for each additional applicant
- Orientation of New Residents (Owners & Tenants): \$250.00 for new resident orientation

Reselling Units:

- No signage for sale by owner or a realtor will be permitted in or on a Unit, or on Limited Common Elements or Common Areas, or in the right-of-way adjacent to the Condominium Property or Common Areas.
- Potential buyers must be escorted personally by the Owner, Lessor or their agents when showing the Unit or Common Areas.
- No sale will be considered if the Unit Owner is delinquent in the payment of any outstanding charges payable to the Association, including, late fees, and legal expenses.
- The showing of units for the purpose of marketing for sale shall be limited to between the hours of 9:00 a.m., to 5:00 p.m., daily. Any request for showings outside of this timeframe must be provided to and approved by management in advance.

Leasing Units:

- Each lease must be in writing and the Owner shall provide Management a copy of each lease.
- A Unit may not be leased for a period less than 12 months.
- Short-Term Leasing/Rentals Advertising: There will be a fine of \$750.00 for each occurrence of an Owner/Occupant advertising, in any form or medium, their Unit for any lease or rental that is less than 12 months. Owners/Occupants in violation for advertising their Unit for short-term leases/rentals, when provided with written notice of the violation by the Association, will be instructed to cease advertising and/or remove the advertisements on the date they receive the notice. Owners/Occupants who continue to advertise will be fined \$750.00 for each day the advertisement remains active/open/ongoing after the date they receive the notice.

- Active/Open/Ongoing Short-Term Leasing/Rental Violation: There will be a fine of \$3,000.00 per day for each incident/occurrence of an Owner/Occupant leasing or renting their Unit for less than 12 months.
- A Unit may not be leased for hotel or transient purposes.
- Less than the entire Unit may not be leased.
- All leases & lease renewals must be approved by the Board of Directors. The Board will need 10-14 days to review and approve all leases.
- All leases & lease renewals must include the following in special provisions: "The Tenant agrees to acknowledge receipt & reading of the Astoria Rules & Regulations and agrees to strictly abide by & adhere to such Rules & Regulations. In the event that Tenant does NOT abide to the Astoria Rules & Regulations, the Board of Directors Board of Directors can terminate the lease with 30 days written notice."
- All leases must be submitted with a valid U.S. Driver's license or U.S. Passport. Management will run a credit report & a criminal background check on each tenant. The Owner of the Unit to be leased must provide an application form approved by the Association with an agreement from the potential candidate granting permission to the Association to check the potential candidate's credit and criminal records. Background checks take a minimum of 7 business days. Management is not responsible for delays regarding timeliness of background checks.
- The listing broker or a designated agent must accompany the potential tenant to the showing. All leasing prospects must be accompanied by the landlord or their authorized representative.
- There can be no posting of signs, notices, or advertisements on the Common Elements or in a Unit if visible from outside his or her Unit.
- No open houses are allowed.
- No lease or lease renewal will be considered if the Unit Owner is delinquent in the payment of any outstanding charges payable to the Association, including, late fees, and legal expenses.
- Prior to approval of lease and tenant(s) by Association, Owner of the Unit, tenant(s), and Association must enter into an Addendum to Lease Agreement whereby Owner and tenant(s) agree that should Owner default in the payment of assessments to the Association at any time during tenant(s) lease term, then Association shall have the right to collect all rental payments due to Owner from tenant and tenant shall deliver all rental payments to Association instead of Owner and Association will apply same against unpaid assessments. Failure to follow the Association's request will result in tenant eviction.
- Any Unit Owner who is renting the Unit shall provide in the Unit lease that lessee is bound by all Rules and Regulations contained herein as well as all recorded governing documents of the Association.

INTERIOR OF UNITS

Unit Remodeling: The Unit Owner shall submit a detailed construction plan (two copies) of the proposed improvements to the Association. No exterior architectural modifications shall be allowed. The construction plan shall include the following: (1) the installation of all materials; (2) the vendor supplying the materials; and (3) the contractor installing the materials. The construction plan shall include the following:

- (a) Plans and Specifications for all work to be performed.
- (b) Anticipated commencement date.
- (c) Anticipated completion date.
- (d) Anticipated delivery schedule.
- (e) If necessary, engineering report confirming reviews of structural load capacity.
- (f) List of all contractors, sub-contractors with supervisory personnel and contact telephone numbers.
- (g) Licenses and Certificates of insurance meeting the insurance guidelines established by the Association.
- (h) Building permits application as required by local governing authorities.

Upon review of the information submitted to the Association, the Owner will be notified in writing within 15 working days of receipt of all items (a) – (h) of paragraph 2 above, whether the request has been approved or denied.

- The General Contractor must submit a current Certificate of Insurance. Management/Astoria staff reserves the right to refuse access to the property for contractors who have failed to provide a certificate of insurance
- Contractors will check in with the garage attendant near the loading dock door. Photo identification must be left with the garage attendant while on site. Contractors must also sign in on the sign in sheet and provide their company name, unit in reference, and a cell phone to be reached. Contractors must also write their time in and out for the property. Contractors must display name badges or name tags provided by Astoria staff while on site for identification purposes.
- All doors, including the double doors to the garage at the lobby elevator area and all doors on the garage elevator lobby levels will remain locked at all times. No propping of doors will be allowed.
- A construction deposit of \$1,000, check or money order made payable to Astoria COA, must be made in full prior to commencing work, accompanied with the Contractor Construction Form prior to any and all construction with in an individual unit. The definition of construction includes but is not limited to flooring, lighting, painting, tile work, cabinetry, countertops, backsplash, drywall, electrical, etc.
- The construction deposit will be refunded to you **provided there has been no**

damage to any areas of the Building. Repairs for any damage to walls, floors, hallways, garage gate or elevators caused by a Resident's construction will be charged to the Owner respectively. The common areas will be pre and post inspected.

- Hours for Construction: Monday – Friday 8:00 AM – 4:00 PM.
- Contractors must be out of the Condominium by 4:30 PM.
- Contractors and workers must take trash out daily. No trash is allowed to be placed in the trash chutes nor the property dumpsters. No chemicals, including dirty water with chemicals, can be poured on property, which includes grass areas, drains, sinks, toilets, etc.
- All common area hallways (carpet & walls) must be protected with Masonite prior to work beginning. Astoria building staff will provide these materials and no work/moving can begin until flooring protection is in place. For projects 30 days or less, a \$250 deposit must be provided to utilize the flooring protection. Projects over 30 days must provide a \$25 construction fee per day for the use and setup of the flooring protection.
- Contractors and workers must use designated service Elevator (only) that has been protected. Any damage to elevators will be charged to the owner. If elevator is shared, workers must wait their turn.
- Parking – no vehicles may be parked, even temporarily, in spaces reserved for others, in fire lanes, or handicap space.
- Contractors and workers must clean up after themselves daily. This includes elevators, stairwells, hallways, parking areas, etc.
- No work will be allowed on a Saturday and/or Sunday.

If any of the referenced rules are not followed, the concierge and/or Management Company may instruct Contractor to leave the Condominium **immediately**.

Interior Unit Maintenance:

- **Door Locks:** Unit Owners must abide by right of entry into Units in emergencies. In case of any emergency originating in or threatening any Unit, regardless of whether the Unit Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the condominium manager, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate. To facilitate entry in the event of any such emergency, the Unit owner shall deposit a key to his/her Unit with the Association. If a key is not provided by a Unit Owner, the Association shall have the right to break the lock in the event of any such emergency.
- If a Unit Owner wants additional locks as additional security, said Unit Owner must first request the approval of the Association for same. In the event the Association's approval is obtained, then the Unit Owner shall deposit with the Association a duplicate key for each such additional lock for use in emergencies.
- **General:** Each Owner, at their sole cost and expense, shall maintain the Unit and keep it in good repair, including the inner, finished surfaces of the Unit's

perimeter walls, floors, and ceilings. Any routine maintenance inside their Unit is the Owner's responsibility. Routine maintenance includes, but is not limited to, appliances, air conditioners, changing filters and light bulbs, plumbing, the 120v smoke detectors, etc.

- **Plumbing:** Plumbing and plumbing fixtures shall not be used for any purposes other than those for which they are installed. No sweepings, rubbish, rags, sanitary pads or other foreign materials shall be disposed of in toilets. The cost of any damage resulting from misuse shall be borne by the Unit Owner causing the damage. Cooking grease and oils MAY NOT be disposed of in the sink drain, garbage disposal, commode or separate containers must be used for disposal of such materials.
- **Water Shutoff Valves:** Owners must provide access to the Association periodically to conduct an inspection of the water valves located inside of each unit.

Storage: Each Unit Owner's personal property must be stored within the residential unit, storage unit or personal garage.

Weight Limitations: No Unit Owner shall cause to be placed any weight on any portion of his/her Unit which shall interfere with the structural integrity of the building.

Window Coverings/Draperies:

- No window tint can be installed on the interior or exterior of the window.
- Aluminum foil is prohibited.
- The type of draperies that are approved are clear or white when viewed from the outside of the Unit (clear, white or black).
- Window treatments must be maintained in good condition and must be removed or replaced if they come stained, torn, damaged or otherwise unsightly.

PETS

1. These Rules and Regulations repeal and replace any contrary provision in any previously-enacted rule, regulation, or policy. In the event these Rules and Regulations conflict with any rule, regulation, or policy, previously enacted by the Association's Board of Directors, these Rules and Regulations shall govern and control.
2. As stated in the Association's Declaration, no Owner shall keep and/or maintain any animals or pets of any kind, in the Owner's Unit or elsewhere in the Condominium, unless the Association specifically authorizes the Owner to keep pets in the Owner's Unit.
3. Any Owner wishing to keep a pet and/or pets in the Condominium must submit an application to the Association. The application must include, for each individual

animal Owner intends to keep and/or maintain, the following information and documentation:

- a. The name, species, and breed of the animal; and,
 - b. A general description of the animal, which shall include the animal's color, color pattern, approximate length, and approximate weight; and,
 - c. A written statement from the Owner swearing and affirming each animal has no history of aggressive behavior towards or against human beings and/or other pets.
 - d. For all animals except birds and fish, documents demonstrating that the animal:
 - i. has been vaccinated for rabies with and according to the label recommendations of a United States Department of Agriculture approved vaccine; and,
 - ii. has been vaccinated for rabies within the last twelve (12) months; *or* has received two (2) rabies vaccinations, with the latter of the two (2) rabies vaccinations having been administered using a vaccine with a three-year duration of immunity.
4. Any Owner authorized and approved to keep animals and/or pets in, on, or about the Condominium, shall, as a condition of the Association's authorization and approval, execute a written indemnification, whereby the Owner shall agree to indemnify and hold harmless the Association from any and all claims, by any party, at law or in equity, arising or resulting from the animal's presence in the Condominium. **UNLESS AND UNTIL THIS DOCUMENT IS SIGNED AND EXECUTED BY THE APPLYING OWNER, THEN THE ASSOCIATION SHALL NOT APPROVE THAT OWNER'S APPLICATION.**
5. In the event the Association receives a completed application containing all the referenced information and documentation, and provided the application contains no information indicating the applied-for animals run afoul of these Rules and Regulations, then the Association shall not unreasonably withhold from the Owner the Association's authorization allowing the Owner to keep and/or maintain the applied-for animals.
6. The Association must either approve or deny any pet application within thirty (30) days of the Association's receipt of the application. In the event the Association does not transmit its approval or denial within thirty (30) days of receipt, then the Owner's application is automatically approved in its entirety, contingent upon and subject to the Owner's execution of a written indemnification, whereby the Owner agrees to indemnify and hold harmless the Association from any and all claims, by any party, at law or in equity, arising or resulting from the animal's presence in the Condominium. **IN NO EVENT SHALL ANY OWNER BE ALLOWED OR AUTHORIZED TO KEEP AND/OR MAINTAIN ANIMALS IN THE**

CONDOMINIUM PRIOR TO COMPLETING THIS WRITTEN INDEMNIFICATION.

7. In the event the Association denies an Owner's application, the Association must provide the Owner a written explanation describing and detailing the reasons for the denial.
8. In no event may any Owner keep and/or maintain more than two (2) animals (excepting fish) at any one time. Further, Owners may not keep and/or maintain more than two (2) dogs, or more than two (2) cats, at any given time. In no event may any Owner keep and/or maintain animals for breeding or commercial purposes. In no event may any Owner keep and/or maintain any animal weighing in excess of sixty (60) pounds.
9. No Owner may keep and/or maintain in Owner's Unit an aquarium with a capacity in excess of fifteen (15) gallons.
10. Owners are prohibited from keeping and/or maintaining any dangerous or exotic animals in the Condominium. Excluded animals include, but are not limited to: snakes, insects, spiders, lizards, rats, mice, ferrets, alligators and crocodiles.
11. Owners are prohibiting from keeping and/or maintaining Pit Bull Terriers, Rottweilers, and/or Chows, in the Condominium.
12. Owners are prohibiting from keeping and/or maintaining reptiles in the Condominium.
13. Owners are prohibiting from keeping and/or maintaining any animal within the Condominium which has been trained, received instruction to, and/or been conditioned to, attack human beings or other animals upon command or upon its own initiative.
 - a. Upon application, the Association's Board of Directors may (but is in no form or fashion required to) grant an Owner a variance for an animal retired from any branch of the United States Armed Forces and/or any police force or government agency within the State of Texas.
14. Owners must keep their pets under control at all times. Owners are required to keep their pets leashed (by a leash not to exceed six (6) feet in length) or within a pet carrier whenever the animals are outside Owner's Unit. In no event shall any Owner leave Owner's animals unattended on any Unit balcony or exterior enclosure.

15. No Owner may allow their pet(s) to become a nuisance, nor shall any Owner allow their pet(s) to create an unreasonable disturbance. In the event an Owner's pet becomes a nuisance and/or creates an unreasonable disturbance, then the Association may (subject to the requirements of the Texas Property Code) remove the offending animal from the Condominium and/or cause the Owner to remove the offending animal from the Condominium.
16. No Owner may allow their pet(s) to defecate and/or urinate in, on, or about, any Common Area. In the event an Owner's pet does so defecate and/or urinate, then that Owner must immediately clean the waste. In the event an Owner repeatedly and/or consistently allows Owner's pet(s) to defecate and/or urinate in, on, or about, any Common Area, then the Association may (subject to the requirements of the Texas Property Code) levy a five hundred dollar (\$500.00) cleaning fee against the Owner upon each violation of this rule and/or cause the Owner to remove the offending animal from the Condominium. In the event an Owner's pet causes damage or injury to the Condominium, then the Owner shall be responsible for any resulting repair costs and charges.
17. Owners are responsible for ensuring their tenants, family, guests, invitees, and/or licensees, abide by these Rules and Regulations. Any violation of these Rules and Regulations by an Owner's tenants, family, guests, invitees, and/or licensees, shall be viewed and considered to be a violation by the Unit Owner. All pets kept and/or maintained within an Owner's Unit, whether or not the pets belong to Owner, must be approved by the Association in the manner detailed in these Rules and Regulations and all such pets are subject to these Rules and Regulations.
 - a. Owners are responsible for ensuring that any and all animals, including animals owned and/or belonging to family, guests, invitees, and/or licensees, are registered at least forty-eight hours prior to entering the Condominium.
18. In the event an Owner requires a registered service animal, then (subject to that Owner providing the Association written documentation confirming the animal is a service animal registered to the Owner) that animal shall be exempt from any Association rule, regulation, or policy, that would otherwise serve to prohibit the animal from being in, on, or about the Condominium and/or prohibit the animal from providing its intended service.
 - a. In the event an Owner's tenants, family, guests, invitees, and/or licensees require a registered service animal, then Owner is responsible for ensuring Owner's tenants, family, guests, invitees, and/or licensees provide the Association written documentation confirming the animal is a service animal registered to the Owner
19. In the event an Owner requires an emotional support animal, then (subject to that Owner providing the Association a written note from Owner's treating physician

confirming the emotional support animal is necessary for the Owner's treatment and/or well-being) that animal shall be exempt from any Association rule, regulation, or policy, that would otherwise serve to prohibit the animal from being in, on, or about the Condominium and/or prohibit the animal from providing its intended service.

- a. In the event an Owner's tenants, family, guests, invitees, and/or licensees require an emotional support animal, then Owner is responsible for ensuring Owner's tenants, family, guests, invitees, and/or licensees provide the Association a written note from the treating physician of the Owner's tenants, family, guests, invitees, and/or licensees, confirming the emotional support animal is necessary for the Owner's tenants, family, guests, invitees, and/or licensees, treatment and/or well-being.

20. Animals are prohibited from the Condominium's pool, pool lounge, outdoor grilling areas, fitness center, conference room, and resident lounge. In the event an Owner violates these rules, then the Association may (subject to the requirements of the Texas Property Code) levy fines against the Owner and/or cause the Owner to remove the offending animal from the Condominium.

COMMON AREAS

Abandoned Items: No item or object of any type shall be stored, placed or maintained anywhere on the general Common Elements not without the consent of Management. Items of personal property found on the General Common Elements are deemed abandoned and may be disposed of by Management/Building staff, including floor mats, shoes, etc.

Destruction of Property: Neither Unit owners, their family, guests, invitees, nor employees shall mark, damage, destroy, deface or engrave any part of the Condominium property. Unit Owners shall be financially responsible for any such damage.

Facilities: The facilities of the Condominium governed by the Association are for the exclusive use of Association members and their immediate families, tenants. Any person under 16 must be accompanied by a Unit Owner or tenant when using facilities of the Condominium.

Fitness Room:

- Appropriate athletic footwear must be worn whenever using the Fitness Room.
- Appropriate workout attire must be worn to use the Fitness Room.
- Re-rack weights and return all other equipment and accessories to their proper locations.
- Please wipe the fitness equipment after each use.

- Food is not allowed. Water bottles may be used if they are made of a non-breakable material and contain only water.
- All types of tobacco use are prohibited. The Fitness Room is a smoke free environment.
- No Children under the age of 16 should use the Fitness Room without adult supervision.
- Residents shall accompany guests while using the Fitness Room.
- All concerns and maintenance needs should be reported to the front desk.
- Trainers shall not be using the fitness center for training non-Astoria residents.
- Music must not be played wirelessly to disturb others in the Fitness Room.
- No animals are allowed in the Fitness Room.

Grounds: Unless the Board of Directors designates otherwise, Residents may not use or abuse the landscaped areas, beds and plant materials on the Common Elements. No personal carts, bicycles, carriages, chairs, tables or other objects shall be stored in these areas.

Guest Suite:

- The Guest Suite will be available to Unit Owners to reserve for use by their guests on a temporary basis (not more than seven consecutive days), subject to reasonable and customary rules and rental rates for such accommodations established by the Board of Directors. Long term requests must be requested to management and will be reviewed on case-by-case basis.
- Unit Owners shall have the non-exclusive right, on a first-come, first-served basis, to reserve the Guest Suite.
- The Guest Suite is a Non-Smoking Unit. Tobacco Products of any kind are strictly prohibited.
- To reserve the Guest Suite, please contact Management.
- The current rate per night for usage of the Guest Suite is as follows (these rates may change as the market changes):
 - Sunday night through Thursday night: \$100
 - Friday and Saturday nights: \$150
 - Refundable Security Deposit: \$250
- Checks for Security Deposit and room rental must be personal check, cashier's check or money orders. Cash and/or credit cards are not accepted.
- No animals are allowed in the Guest Suite.
- Deposit and rental fee must be provided in advance for release of guest suite key.

Meeting Room:

- The Meeting Room must be reserved with the Concierge. A User's Agreement must be read and followed in its entirety, signed and returned, along with a \$100

refundable security deposit, made payable to Astoria COA. After the event, the room will be inspected. In the event there is damage to the Condominium property, the refundable security deposit will not be returned and will be used toward the cost to repair/correct any damages as a result of the function. Any repair above the \$100 refundable security deposit will be charged to the Owner's account.

- Please provide Management/Front Desk with the User's Agreement in advanced to reserve Meeting Room.
- Checks for Security Deposit must be personal check, cashier's check or money orders. Cash and/or credit cards are not accepted.
- The deposit must be provided in advance for access to the Meeting Room.
- No Children under the age of 16 should use the Meeting Room without adult supervision.
- Residents shall accompany guests while using the Meeting Room.
- The Meeting Room is a Non-Smoking room. Tobacco Products of any kind are strictly prohibited.
- If in the event that more than five (5) guest vehicles will be parking in the garage, the additional Valet services and costs will be at the responsibility of the Resident.
- No animals are allowed in the Meeting Room.
- Meeting room reservations may not exceed 4 days per month per unit.

Obstructions: The Common Elements, including parking spaces (but not private garages), must be kept open and shall not be obstructed, littered, defaced or misused in any manner and shall be used only for ingress and egress to and from the Condominium.

Pool:

- Pool Hours: 7:00am – 10:00pm
- No food or drinks in pool and the area immediately surrounding the pool. Food allowed only in the Outdoor Grill Area, Dining Table Area and Lounge Area.
- Glass bottles, breakable containers, glass preparation and/or serving containers of any kind are strictly prohibited.
- All types of tobacco use are prohibited. The Pool and Pool Area is a smoke free Environment.
- Be Considerate – No yelling, other loud noises, or loud music.
- No Animals allowed in or around the pool area.
- No running, pushing, or other dangerous play.
- Proper swimming attire must be worn at all times in the pool and around the pool deck area.
- Children that are not toilet trained must wear clean swim diapers.
- No Children under the age of 16 should use the pool without adult supervision.
- Residents must dispose of all trash in the receptacles and clean the grill and surrounding bar area. Grill must be turned off after use.

- Each unit, including residents, shall not have more than six (6) people at the Pool/Pool Area.
- Under no circumstances will private parties be allowed at the Pool Area, Outdoor Grill Area and Lounge Area.
- Management reserves the right to deny use of pool/pool area to anyone at any time.
- 911 – Emergency telephone located by the grill area.
- No diving in the pool.
- Warning to all Residents - There is no lifeguard on duty at the pool.

Residents' Lounge:

- Please see management to reserve the Residents' Lounge. A Users Agreement must be read and followed in its entirety, signed and returned, along with a \$500 refundable security deposit, made payable to Astoria COA. After the event, the room will be inspected. In the event there is damage to the Condominium property, the refundable security deposit will not be returned and will be used toward the cost to repair/correct any damages as a result of the function. Any repair above the \$500 refundable security deposit will be charged to the Owner's account.
- Please provide Management/Front Desk with the User Agreement two (2) weeks in advanced to reserve Residents' Lounge. The Guest List must be provided to Front Desk 1 week prior to event. Failure to do so will result in cancellation of event. Checks for Security Deposit must be personal check, cashier's check or money orders. Cash and/or credit cards are not accepted.
- No reservations will be accepted for the following Holidays and Houston events: Sports Events (including, but not limited to, Super Bowl, NBA, MLB, NCAA, etc.); Halloween; Easter; New Year's Eve and Day; Christmas Eve and Day; Thanksgiving Eve and Day and the 4th of July.
- No Children under the age of 16 should use the Residents' Lounge without adult supervision.
- No animals are allowed in the Residents' Lounge.
- Residents shall accompany guests while using the Residents' Lounge.
- The Residents Lounge is a Non-Smoking room. Tobacco Products of any kind are strictly prohibited.
- If in the event that more than five (5) guest vehicles will be parking in the garage, the additional Valet services and costs will be at the responsibility of the Resident.

MOVE IN/OUT POLICY

The Astoria Board of Directors or Management may impose additional requirements or instructions from time to time to enhance the safe operations of the Building and the safety and convenience of Owners and Residents.

Move In/Out Procedures:

- Move in/out hours are Monday through Friday, 8:00am to 4:00pm, except holidays. Movers must be off the property by 4:30 pm and not arrived before 8:00am, no exceptions. No moving is allowed through the front lobby.
- 1/2 day moves are from 8am - 12noon and 12noon - 4pm. Full day moves are from 8am - 4pm. 1/2 day moves must commence within an hour of the scheduled time; full day moves within 2 hours of the scheduled time.
- All moving company personnel (supervisor and employees) must sign in with the garage attendant and leave their photo identification while on site. At that time, each moving company employee will receive an “Astoria” badge from the garage attendant. When the move in/out is complete, the photo identification will be returned to the moving company staff.
- The moving company must provide a current Insurance Certificate to the Management Office no later than 72 hours prior to the scheduled move. The certificate holder needs to be listed as: The Astoria COA, 1409 Post Oak Boulevard, Houston, TX 77056.

Scheduling, Paperwork & Funds Required Before Move In/Out:

- Move in/out must be scheduled at least 7 days in advance with the Management office.
- A Move In/Out Policy and Elevator Reservation must be signed and returned by the Resident.
- \$1,000 refundable deposit made payable to the Astoria COA must be received.
- Payment for Astoria staff to manage the move in/out must be received - 4 hour moving fee is \$250; over 4 hour moving fee is \$500. Checks should be made payable to the Astoria COA.
- In no case, can the move extend beyond the approved, reserved hours.

Instructions For Moving Companies (MUST READ & ACKNOWLEDGE THESE RULES THE DAY OF THE MOVE):

- Violation of these procedures will result in a reduction of the Resident’s refundable deposit.
- Only the service elevator may be used. Management and the Concierge will see that the moving company has priority use of the service elevator, however, exclusive use of this elevator cannot be guaranteed as our daily operations often require use of the service elevator.
- The movers may hold the service elevator only while loading and unloading goods. When the movers are not using the elevator for immediate loading and unloading, they must release the elevator.
- Movers are not permitted to use the Resident elevators at any time.

- No items (moving equipment, furniture, tools, etc.) may be stored temporarily or left in the hallways, elevator lobbies or garage area. Furniture must be moved directly from the truck to the unit.
- Movers must use their own equipment and may not use any carts or dollies belonging to the Astoria.
- The moving company must remove all cartons, crates, packing material and/or construction debris from the Property. The trash receptacles of the building are not available for moving/construction debris.
- In no event may packing materials be placed in the trash chute or left anywhere in the building.
- Oversize items (over 9') that will not fit into the service elevator must be transported via stairs.
- All hallway carpet from the service elevator to the unit front door must be covered with a floor protector (masonite or heavy cardboard that is duct taped together) before transporting the materials, tools, supplies, etc. to the unit. Movers are responsible for all clean up.
- All work, including cutting, painting, carpentry, etc. must be performed inside the unit or off the premises. The hallways are not available as a work area.
- Prior to commencement of the move, the movers and resident will be walked through the service elevator and hallways that will be used during the move and any and all existing damage to the elevator and/or hallways will be noted. After the move is complete, a walkthrough of the same areas will be made and any new damage to the hallways and/or elevator will be noted. A bill for any additional, new damage and/or loss to the Astoria will be presented to the moving company at this time. Any moving company who fails to pay for the damages will be prohibited from conducting any further moves at the Astoria.
- All employees of the moving company shall be dressed in clean working clothes.
- Noise levels are to be kept to a minimum.
- No vehicle may block the driveways.

The approximate dimensions of the Service Elevator

Elevator	Elevator Cab
Height	9'
Depth	5'5"
Width	6'8"

The approximate dimensions of the Garage entrance are:

Garage entrance Clearance	10' 4"
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LUGGAGE & GROCERY CARTS

- Users of the luggage and grocery carts are responsible for returning the carts to the garage after use. Please be respectful of the other residents in the building and return the carts to the garage in a timely manner (within 30 minutes after use).
- Do not leave the carts in the hall outside your door or on the elevator for someone else to take to the garage.
- Luggage carts are not available for use for contractor use and/or move ins/outs.

STORED ITEMS

If the Association provides storage areas for use by Residents, Resident agrees that the Association is not responsible for items stored there by Resident, who shall be solely liable at all times for his or her personal property.

TRASH

- The trash chute is not for large boxes and/or construction debris.
- Use only plastic, tied, trash bags in the trash chute.
- Avoid disposing of items that are too large or not contained in a tied trash bag as they will cause the trash chute.
- If in the event that you have large boxes, please bring the boxes to the garage level and place in front of the trash room door.
- All construction debris and /or materials are to be removed by your individual contractors.

- Please do not leave trash, boxes, construction materials in front of the trash chutes, in the elevators, or on the elevator landings of each garage.
- No garbage or garbage containers (including boxes) may be kept outside of the Unit either on porches, patios, Common Elements, or Limited Common Elements

PARKING GARAGE & VALET SERVICE

General:

- Please provides a one (1) week notice to the front deck if you plan to have an event in your unit with more than five (5) vehicles, as additional arrangements will need to be made for valet service.
- If in the event that more than five (5) guest vehicles will be parking in the garage for an event in your unit, the additional Valet services and costs will be at the responsibility of the Resident. Residents will be required to obtain one additional valet for every additional five cars
- Our Valet Attendants hourly wages are adjusted appropriately to take in consideration tipping; therefore, we ask that both you and your guests please refrain from tipping them. We will make arrangements, at least annually, to give bonuses to all Astoria employees, including the Valet attendants.
- Bicycles, skateboards, scooters and the like shall not be ridden in the parking garage.

Boats and Commercial Vehicles: No boats, boat trailers, jet-skis or commercial vehicles shall be permitted to be parked overnight or stored at the condominium.

Parking and Vehicle Restrictions:

To be permitted on the Condominium, a vehicle must be operable. For purposes of these Rules, vehicles must include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles. The following are not permitted without Management's consent: trailers, boats, recreational vehicles, buses, large commercial trucks and/or industrial vehicles.

Improper or non-conforming, and unregistered vehicles will be towed by the Association at the Unit Owner's expense and liability, subject to applicable provisions of law.

- Delivery or repair vehicles must park in guest spaces only.
- No Owner or guest may park in a parking space that has been assigned to another Unit Owner.
- Motorcycles must provide reinforcement materials under the kickstand to avoid making holes in the pavement.
- No loud or modified muffler vehicles shall be allowed.

- Bicycles, mopeds, tricycles, scooters (motorized or not), skateboards shall not be parked in front or sides of buildings or on terraces or patios.
- No vehicle washing, repair or maintenance shall be allowed.
- No parking space or driveway may be blocked.
- Any vehicle with lettering or graphics will be considered a commercial vehicle and prohibited from parking overnight, except commercial vehicles providing services to the Astoria.
- Parking in handicapped spaces will be allowed only by permit.
- No vehicle shall be allowed to drip oil or other hydro carbons onto the driveways or parking areas.
- No vehicle shall be parked in the striped areas of the parking garage.
- Resident vehicle parked in the garage must be registered with the management office. Every resident vehicle must display their parking registration stickers on their dashboard. Management/staff reserves the right to ban access to the garage, including for failure to register vehicles or display registration stickers.
- No vehicle may be parked in a manner that interferes with ready access to any entrance to or exit from the Condominium. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on the Condominium. No vehicle may be parked, even temporarily, in spaces reserved for others, in fire lanes, or in any area designated as “No Parking.”
- Requests to install electric chargers in the garage will be reviewed on a case by case basis. If approved, a one-time fee of \$1,500 will be payable to the Association for accessing the common electricity breaker. A monthly charge of \$50.00 will also be payable to the Association for the use of the common electricity.

COMPLIANCE & DEFAULT

Compliance and Default: Each Unit Owner and every occupant, lessee, guest, agent, employee or contractor of a Unit Owner and the Association shall be governed by and shall comply with the terms of the Declaration and all exhibits annexed thereto, and the rules and regulations adopted by the Board of Directors, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Condominium Act:

(a) **Negligence.** A Unit Owner shall be liable for the expense of any maintenance, repair or replacement, whether to the Common Elements, Limited Common Elements or to Association Property, the Unit or the Unit Owner’s personal property or to the personal property of the Association or other Unit Owners, including, but not limited to, repair after casualty, made necessary by his/her violation of any portion of the Declaration or other Association

governing documents or by his/her negligence or intentional misconduct or by that of any member of his/her family or his/her guests, tenants, lessees, agents, employees or contractors, but only to the extent such expense is not met by the proceeds of insurance actually collected by the Association. Any such expense advanced by the Association, together with interest, costs and attorneys' fees, shall be secured by a lien against the Unit enforceable in the same manner as an Assessment.

(b) Compliance. In the event a Unit Owner or occupant fails to comply with such Unit Owner's obligations under these Rules and Regulations or fails to observe and comply with any provisions of the Declaration, the By-Laws, and the Articles of Incorporation of the Association, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to sue in a court of law for damages, and levy a special charge against the Unit Owner and the Unit for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance. Such charge, together with interest, costs and attorneys' fees, shall be secured by a lien against the Condominium Parcel, enforceable in the same manner as Assessments.

Rules and Regulations Enforcement: These Rules and Regulations will be enforced as follows:

- Violations should be reported to the manager of the Association, in writing, and not to the Board of Directors or to officers of the Association.
- Violations will be called to the attention of the violating Unit Owner by the manager. The manager will also notify the Board of Directors.
- Disagreements concerning violations will be presented to, and be judged by, the Board of Directors, which will take appropriate action.
- Unit Owners are responsible for compliance by their family members, guests, invitees, employees and lessees with these rules and regulations.

FINE POLICY

Upon violation of any of the Astoria Condominium Governing Documents, the Association shall give an owner/occupant in violation a written notice via certified mail, return receipt requested: 1) describing the violation, 2) stating the amount of the proposed fine, 3) advising the owner that not later than the 30th day after the date of the notice, a hearing before the Board of Directors may be requested to contest the fine, and 4) allowing the owner a reasonable time, by a specified date, to cure the violation and avoid the fine. If a request for a hearing to contest the fine is received within the specified time frame, a hearing shall be scheduled on a date and time set by the Board of Directors. The hearing shall occur within 30 days from the date of the owner/occupant's request for a hearing. After the hearing or if the

owner/occupant fails to timely request a hearing, the Association, acting through its Board of Directors, is hereby authorized to levy fines as follows (depending on the violation, fines may be levied before a hearing is requested; if a hearing is requested timely after a fine has already been levied, a hearing will be held to review the levied fine):

* After one year with no violations, the number of occurrences reverts to zero

** After six months with no violations, the number of occurrences reverts to zero

PET VIOLATIONS

PET WASTE**

First Violation:	\$	250.00
Second Violation:	\$	300.00
Third Violation:	\$	350.00
Each Additional Violation:	\$	400.00

-Plus clean-up costs

PET ON RESTRICTED AREAS**

First Violation:	\$	150.00
Second Violation:	\$	200.00
Third Violation:	\$	250.00
Each Additional Violation:	\$	300.00

NON-COMPLIANT PETS

Each Violation:	\$	250.00
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-Plus \$50.00 per day until cured

-The non-compliant pet is subject to immediate removal

EXCESSIVE NUMBER OF PETS

Each Violation:	\$	250.00
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-Plus \$50.00 per day until cured

-Additional pets are subject to immediate removal

PET DAMAGE

Each Violation: \$ 250.00

-Plus repair/replacement costs

DANGEROUS PET

Each Violation: \$ 500.00 per day

-Dangerous pets are subject to immediate removal

RESIDENTIAL VIOLATIONS

EXCESSIVE NOISE*

First Violation: \$ 300.00

Second Violation: \$ 350.00

Third Violation: \$ 400.00

Each Additional Violation: \$ 450.00

NOTICEABLE ODORS**

First Violation: \$ 300.00

Second Violation: \$ 350.00

Third Violation: \$ 400.00

Each Additional Violation: \$ 450.00

-Two written notifications will be sent to Owner/Occupant before fines will be imposed

NON-APPROVED LEASE

Each Violation: \$ 300.00

-Plus \$150 fine per day until cured

-These are for non-approved leases other than short-term leases and rental violations. Please see the Fine Policy for Short-Term Leases/Rentals for more information.

CONDUCTING BUSINESS IN UNIT

First Violation:	\$	300.00
Second Violation:	\$	350.00
Third Violation:	\$	400.00
Each Additional Violation:	\$	450.00

**VIOLATIONS OF THE CONTRACTOR
CONSTRUCTION POLICY**

First Violation:	\$	150.00
Second Violation:	\$	200.00
Each Additional Violation:	\$	250.00

UNRETURNED CARTS**

First Violation:	\$	100.00
Second Violation:	\$	150.00
Each Additional Violation:	\$	200.00

BALCONY AND TERRACE VIOLATIONS

THROWING ITEMS FROM BALCONY

First Violation:	\$	250.00
Second Violation:	\$	300.00
Third Violation:	\$	350.00
Each Additional Violation:	\$	400.00

-Plus clean-up costs

TRASH OR DIRT**

First Violation:	\$	150.00
Second Violation:	\$	200.00
Third Violation:	\$	250.00
Each Additional Violation:	\$	300.00

NON-COMPLIANT ITEMS

Each Violation:	\$	150.00
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-Non-compliant items are subject to immediate removal

SECURITY AND SAFETY VIOLATIONS

SECURITY BREACH

First Violation:	\$	200.00
Second Violation:	\$	250.00
Third Violation:	\$	300.00
Each Additional Violation:	\$	350.00

NON-COMPLIANT GUESTS**

First Violation:	\$	200.00
Second Violation:	\$	250.00
Third Violation:	\$	300.00
Each Additional Violation:	\$	350.00

ILLEGAL GUEST ACCESS**

First Violation:	\$	250.00
Second Violation:	\$	300.00
Third Violation:	\$	350.00
Each Additional Violation:	\$	400.00

DISCHARGE OF FIREARMS OR FIREWORKS

First Violation:	\$	450.00
Each Additional Violation:	\$	500.00

-Plus clean-up costs

-This violation may result in termination of a tenant's lease

THREATS TO PERSONNEL OR RESIDENTS

First Violation:	\$	300.00
Second Violation:	\$	350.00
Each Additional Violation:	\$	400.00

DAMAGE TO SECURITY ITEMS (COMMON DOORS, GATES OR CARD READERS)

First Violation:	\$	250.00
Second Violation:	\$	300.00
Third Violation:	\$	350.00
Each Additional Violation:	\$	400.00

-Plus repair/replacement costs

UNAUTHORIZED WORK

Each Violation: \$ 500.00

- Plus costs to repair damages/restore to original condition
- Work must be immediately ceased until Association approval is obtained

RESIDENT LOUNGE/FITNESS CENTER/POOL/GUEST SUITE VIOLATIONS

SMOKING IN RESTRICTED AREA**

First Violation: \$ 200.00
Second Violation: \$ 250.00
Third Violation: \$ 300.00
Each Additional Violation: \$ 350.00

EXCESSIVE NOISE*

First Violation: \$ 200.00
Second Violation: \$ 250.00
Third Violation: \$ 300.00
Each Additional Violation: \$ 350.00
-Violation will also result in loss of rental deposit

DAMAGE OR VANDALISM**

First Violation: \$ 250.00
Second Violation: \$ 300.00
Third Violation: \$ 350.00
Each Additional Violation: \$ 400.00

- Plus repair/replacement costs

AFTER HOURS USE

First Violation: \$ 200.00
Second Violation: \$ 250.00
Third Violation: \$ 300.00
Each Additional Violation: \$ 350.00

EXCESSIVE TRASH OR DIRT**

First Violation: \$ 250.00
Second Violation: \$ 300.00
Third Violation: \$ 350.00

Each Additional Violation: \$ 400.00

-Plus clean-up costs

NON-COMPLIANT ACTIVITIES

First Violation: \$ 250.00

Second Violation: \$ 300.00

Third Violation: \$ 350.00

Each Additional Violation: \$ 400.00

GLASS ITEMS WITHIN POOL AREA

First Violation: \$ 350.00

Second Violation: \$ 400.00

Third Violation: \$ 450.00

Each Additional Violation: \$ 500.00

THEFT OF ASSOCIATION PROPERTY

The cost of any item removed from the association will be charged back to the resident in question.

-Plus costs to replace stolen item, if applicable

THROWING ITEMS AROUND AND/OR FROM THE POOL DECK

First Violation: \$ 200.00

Second Violation: \$ 250.00

Third Violation: \$ 300.00

Each Additional Violation: \$ 350.00

-Plus clean-up costs

PARKING/GARAGE VIOLATIONS

UNAUTHORIZED PARKING

First Violation: \$ 100.00

Second Violation: \$ 150.00

Third Violation: \$ 200.00

Each Additional Violation: \$ 250.00

-The offending vehicle will be towed at the owner's expense

VEHICLE REPAIRS

First Violation:	\$	100.00
Second Violation:	\$	150.00
Third Violation:	\$	200.00
Each Additional Violation:	\$	250.00

EXCESSIVE FLUID LEAKS

First Violation:	\$	100.00
Second Violation:	\$	150.00
Each Additional Violation:	\$	200.00

-Plus clean-up costs

STRUCTURAL DAMAGE/DAMAGE TO OVERHEAD GARAGE DOORS

Each Violation:	\$	200.00
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-Plus repair/replacement costs

HAZARDOUS ITEMS

Each Violation:	\$	200.00
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-Plus fine of \$25.00 per day until cured

-The offending item(s) will be subject to immediate removal

NUISANCE STORAGE IN GARAGE

First Violation:	\$	150.00
Second Violation:	\$	200.00
Third Violation:	\$	250.00
Each Additional Violation:	\$	300.00

-The offending item(s) will be subject to immediate removal

RECKLESS DRIVING OR SPEEDING

First Violation:	\$	200.00
Second Violation:	\$	250.00
Third Violation:	\$	300.00
Each Additional Violation:	\$	350.00

UNAUTHORIZED CAR WASHING

First Violation:	\$	100.00
Second Violation:	\$	150.00
Third Violation:	\$	200.00
Each Additional Violation:	\$	250.00

-Plus clean-up costs

UNREGISTERED VEHICLE

First Violation:	\$	100.00
Second Violation:	\$	150.00
Third Violation:	\$	200.00
Each Additional Violation:	\$	250.00

-The offending vehicle will be towed at the owner's expense if parked or stored in an unauthorized area

STORAGE OF VEHICLES IN UNRESERVED PARKING SPACES

Each Violation:	\$	100.00
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ABANDONED VEHICLE

Abandoned vehicles will be towed at the owner's expense

LOBBY/ELEVATOR VIOLATIONS

EXCESSIVE NOISE*

First Violation:	\$	200.00
Second Violation:	\$	250.00
Third Violation:	\$	300.00
Each Additional Violation:	\$	350.00

TRASH OR DIRT**

First Violation:	\$	150.00
Second Violation:	\$	200.00
Third Violation:	\$	250.00
Each Additional Violation:	\$	300.00

DAMAGE OR VANDALISM

First Violation:	\$	250.00
Second Violation:	\$	300.00
Third Violation:	\$	350.00
Each Additional Violation:	\$	400.00

-Plus repair/replacement costs

UNAUTHORIZED NOTICES

First Violation:	\$	200.00
Second Violation:	\$	250.00
Third Violation:	\$	300.00
Each Additional Violation:	\$	350.00

-Plus clean-up costs

NON-COMPLIANT USE

First Violation:	\$	150.00
Second Violation:	\$	200.00
Third Violation:	\$	250.00
Each Additional Violation:	\$	300.00

UNAUTHORIZED USE OF FREIGHT ELEVATOR

First Violation:	\$	150.00
Second Violation:	\$	200.00
Third Violation:	\$	250.00
Each Additional Violation:	\$	300.00

BUILDING STRUCTURE VIOLATIONS

INTERNAL OR EXTERNAL UNIT ALTERATIONS

-Repair/replacement costs or costs to restore to original condition (see Section 6.1 of the Declaration)

DAMAGE OR VANDALISM

First Violation:	\$	250.00
Second Violation:	\$	300.00
Third Violation:	\$	350.00
Each Additional Violation:	\$	400.00

-Plus repair/replacement costs

DOOR ALTERATIONS

Each Violation: \$ 250.00

-Plus a \$50.00 per day fine until violation is cured
-Door must be immediately restored back to original condition

NON-COMPLIANT DECORATIONS IN AREAS OTHER THAN AN INDIVIDUAL
UNIT

First Violation: \$ 150.00

Second Violation: \$ 200.00

Third Violation: \$ 250.00

Each Additional Violation: \$ 300.00

-Non-compliant decorations will be removed
-These areas include the general common elements and some portions of the limited common elements

DAMAGE TO OTHER UNITS

Each Violation: \$ 500.00

-Plus repair/replacement costs

UNAUTHORIZED WORK

Each Violation: \$ 250.00

-Plus repair/replacement costs
-Work must be immediately ceased until Association approval is obtained (see Section 6.1 of the Declaration)

The Astoria Condominium Owners Association through its Board of Directors is hereby authorized to impose lesser fines or no fine at all for violations of the governing documents as determined by the Board of Directors in its sole and absolute discretion. Any adjustment to the fine amounts by the Board of Directors should not be construed as a waiver of the Governing Documents.

CERTIFICATION

“I, the undersigned, being the President and a Director of the Astoria Condominium Owners Association, hereby certify that the foregoing Restated and Amended Rules and Regulations was approved by a majority of the board of directors for the Astoria Condominium Owners Association at a duly noticed open meeting at which a quorum of directors was present.”

By: _____

Print Name

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on the ____ day personally appeared _____, President of the Astoria Condominium Owners Association, and known by me to be the person whose name is subscribed to the foregoing document and being by me first duly sworn, declared that s/he is the person who signed the foregoing document in his representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office this the ____ day of _____, 2020.

Notary Public, State of Texas