

**RULES AND REGULATIONS**

**OF**

**THE TANGLEWOOD CONDOMINIUM OWNERS ASSOCIATION, INC.**

I, the undersigned, pursuant to Texas Property Code §202.006 do hereby certify:

That I am the Secretary of The Tanglewood Condominium Owners Association, Inc., (hereinafter the "Association") a Texas corporation;

That the attached document is a document that applies to the operation and utilization of property within The Tanglewood Condominium, a condominium located in Harris County, Texas;

That the property affected by this document is set out on the attached Exhibit A;

That the document which affects the use and operation of The Tanglewood Condominium is set out on the attached Exhibit B; and

That the attached document is a true and correct copy of the original.

IN WITNESS WHEREOF, I have hereunto subscribed my name this the 10 day of August, 2017.

**THE TANGLEWOOD CONDOMINIUM  
OWNERS ASSOCIATION, INC.**

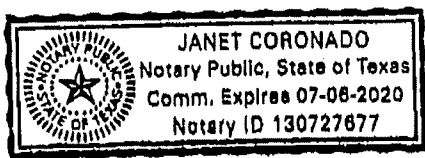
Print Name: Alicia G. Jung  
Title: Secretary

STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

BEFORE ME the undersigned authority, on this day personally appeared Alicia G. Jung, the Secretary of The Tanglewood Condominium Owners Association, Inc., known to me to be the person whose name is subscribed to this document and, being by me first duly sworn, declared that s/he is the person who signed this document in her/his representative capacity, and that the statements therein contained are true and correct.

Given under my hand and seal of office this the 10 day of August, 2017.

Janet Coronado  
NOTARY PUBLIC - STATE OF TEXAS



RP-2017-394974

**EXHIBIT "A"**

**PROPERTY DESCRIPTION**

The Tanglewood Condominium, a condominium located in Harris County, Texas and initially restricted by the Declaration of The Tanglewood, a Condominium, recorded under Harris County Clerk's File No. W0137340, as same has been or may be amended from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto.

RP-2017-394974

**EXHIBIT "B"**

- I. Rules and Regulations of The Tanglewood Condominium Owners Association, Inc.

**After recording return to:**

Sipra S. Boyd  
Roberts Markel Weinberg, P.C.  
2800 Post Oak Blvd., Suite 5777  
Houston, Texas 77056

# **RULES AND REGULATIONS OF THE TANGLEWOOD CONDOMINIUM OWNERS ASSOCIATION, INC.**

**August 2017**

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## I. INTRODUCTION

The governance of The Tanglewood Condominium is *generally* set forth by the Condominium Declaration, the Articles of Incorporation of the Condominium, and the Bylaws of The Tanglewood Condominium Owners Association, Inc. (the “Association”).

These documents collectively are the “Governing Documents” of the Association. They contain the legal basis for the Condominium, the operation of the homeowners’ Association and covenants regarding your rights and obligations as a homeowner. The Governing Documents can only be altered by a majority vote of the Owners within the Association; the definition of a majority varies depending on the document and the nature of the matter being considered.

The Rules and Regulations of the Association (the “Rules”) derive directly from authority granted in the Governing Documents to the Association’s Board of Directors (the “Board”). The Rules exist for the governance of the Condominium in *specific* circumstances, and are generally more detailed in subject and scope than the Governing Documents. The Rules are formulated and adopted by the Board and may be amended by the Board from time to time. No rule can be established, altered, withdrawn or waived without a majority vote of the Board.

By design these Rules restate some or parts of the rules and covenants contained in the Governing Documents to reduce the need to consult the Governing Documents for comparison. The Rules may use similar words and phrases to those in the Governing Documents with the same general meaning. In the event of a discrepancy between the Governing Documents and these Rules, the Governing Documents shall prevail.

This document amends and succeeds all previous versions of the Rules and Regulations of The Tanglewood Condominium Owners Association, Inc.

### COMPLIANCE WITH THE RULES AND REGULATIONS

By owning or occupying a Unit in The Tanglewood, all Owners and Residents agree to abide by these Rules. The Rules may apply not only to Owners and Residents but to any person who is present on the property at their invitation or at their request. Owners and Residents are personally responsible for the acts and omissions of their respective families, dependents, co-habitants, guests, invitees, Lessees or Tenants, agents, employees, or contractors when occupying a residential Unit when these persons are present in or on the Condominium property.

Each Owner or Resident and all persons present by their invitation or request must comply with rules and signs posted from time to time on the Condominium property or noticed to Residents by the Association. These posted and noticed rules are incorporated in these Rules by reference.

Certain circumstances may warrant waiver or variance of these Rules. Owners must make written application to the Board for such waiver or variance. The Board at its discretion may grant, limit, restrict or deny such applications.

## II. GUIDELINES

The Rules are conceived for your protection and for the preservation of our community and its identity. They are also your reference to live well and peaceably at The Tanglewood.

In this section of the Rules, general guidelines for the use and interpretation of our Rules are presented. As guidelines, they may describe the *intent* of a rule or rules but are not in themselves rules; and generally indicate when consultation of the Rules would be prudent.

Your Unit is separate from the Common Elements of the Condominium and is generally free of restrictions on its use unless restricted by law. However, if you do something in your Unit that might affect the peaceful use of the Condominium by your neighbors, you may be subject to one or more Rules with which you must comply. If you wish to alter or modify your Unit you may be subject to one or more Rules with which you must comply.

Your use of the Common Elements of the Condominium is restricted by the Rules. If you invite others to be your guests, to reside with you or to provide services to you either in your Unit or using the common areas of the Condominium, they are your responsibility and they must observe our Rules. You generally may not alter the Common Elements, and you are responsible for damages to the Condominium attributable to your actions or those of your guests.

If you intend to lease or rent a Unit to another party you are strongly advised to become familiar with the Rules. Tenants are expected to be aware of the Rules and to comply with them. You may also be required to provide a substantial deposit with the Association upon rental of a Unit.

If you are a Resident but not an Owner, you may be dependent on the Unit Owner to conduct certain business relating to your Unit; you must otherwise fully comply with our Rules.

Your pets are subject to restrictions in the Rules with which you must comply.

The Staff of the Association have defined duties and there are specific services that they are expected to provide to you. Other personal services by the Staff may be restricted or prohibited.

If you are unsure of the interpretation of a rule or have a complaint or a suggestion regarding the Rules, we want to hear from *you*. If you break the Rules of the Association or any rule of law in or on the Condominium property, you will hear from the Association. You should be aware that fines or other penalties may apply if such violations occur.

## III. COMPLIANCE WITH LAW

Residents may not use the Condominium for unlawful activities. Residents shall comply with applicable laws and regulations of the United States and of the State of Texas, and with ordinances, rules, and regulations of the City of Houston and Harris County, Texas. Residents who violate this provision shall hold the Association and its Board, its officers, agents, and assigns, and other Owners and Residents harmless from all fines, penalties, costs, claims, actions and prosecutions resulting from the Resident's violation of or noncompliance with law.

# IV. RULES AND REGULATIONS

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## COMMUNITY ETIQUETTE

Residents should endeavor to use their Units and the Common Elements in a manner calculated to respect the rights and privileges of other Residents at all times.

Residents must avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other Residents or their guests, or the Association's staff and agents.

- You are responsible for the actions and comportment of your family members, dependents or co-habitants, and your guests, invitees, agents, contractors, and Tenants.
- You must restrain and prevent annoyance by animals belonging to you or in your control.

Residents should conduct themselves in a reasonable manner when dealing with other Residents, the Association's Board and our Management Company, the Association's Staff, contractors, and agents, and any other persons who may be present on the premises. Verbal or physical abuse of another party, aggressive or threatening behavior, sexual harassment, or any other form of aggression which might be deemed to be disruptive to the community will not be tolerated.

Residents must avoid doing or permitting anything to be done that will damage or deface the Condominium property or the property of Residents, and do everything reasonable to protect the Condominium property and the property of Residents from damage or defacement.

## ABSENTEE OWNERS

Ownership of a residential Unit in the Condominium without residing in that Unit does not diminish the responsibility of ownership.

**AN ABSENTEE OWNER IS RESPONSIBLE FOR AND IS LIABLE FOR THE ACTS AND OMISSIONS OF ANY PERSON PRESENT IN THEIR UNIT WITH OWNER'S CONSENT, WHETHER WITHIN THE UNIT OR ON OR IN ANY COMMON ELEMENT OR LIMITED COMMON ELEMENT OF THE CONDOMINIUM.**

All owners who do not reside in a Unit owned by them shall provide the Association or the On-Site Manager with contact information for use in an emergency or in the due course of Association business.

- Unless otherwise provided by law, Owners who fail to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of their Unit, and the Association shall assume no liability therefrom. Any expenses incurred by the Association to locate an Owner who fails to provide such information shall be assessed to that Owner's account.
- If you reside in your Unit but intend to be absent for an extended period of time, we recommend but do not require that you advise the On-Site Manager in confidence that you will be absent. Special arrangements can be made for inspection of your Unit and other reasonable services to be provided during your absence. Such requests will be individually approved or denied at the discretion of the On-Site Manager.

## **ALTERATIONS TO THE CONDOMINIUM**

### **Common Elements and Limited Common Elements**

No alterations of any kind may be made to any Common Element or Limited Common Element of the building, including balconies, terraces, and Unit exterior doors and hardware, without the written consent of the Board.

### **Residential Units**

No alterations of any kind may be made to a Unit's structural elements, internal walls, plumbing, electric circuitry, conduits, heating and air conditioning systems, windows, doors, or other significant components of the Unit without prior written approval of the Board. Emergency repairs are exempted but must be reported to the Board within ten (10) days.

Requests for alterations accompanied by a scope of work and (if required by the Board) drawings of existing and proposed changes must be submitted to the Board and approval must be granted by the Board before any such work is undertaken. Alterations undertaken without Board approval may be required to be removed or restored to their previous condition at Owner expense. See REMODELING OR RENOVATION for further details.

### **Integrity of the Structure**

Due to the potential for damage to structural elements in the building, drilling into or making structural alterations to the ceiling, floor, concrete support columns or integral support walls of the Condominium structure, or the addition of any structural element which may exceed the designed load bearing capacity of the Condominium structure, is forbidden without prior written approval of the Board. The Board reserves the right to require or to employ outside engineers to evaluate proposed changes to the structural elements of the building at Owner expense.

## **APPEARANCE AND ARCHITECTURE**

The appearance and architecture of the Condominium has been carefully conceived and constitutes a valuable asset to the members of the Association. Nothing should be done to diminish or deface the Condominium's appearance and architecture. No person may:

- Post signs, notices, or advertisements on the Common Elements or in a Unit if visible from the outside of a Unit whether inside or out.
- Place or hang an object in, on, from, or above any window, interior window sill, balcony, or terrace that detracts from the appearance of the Condominium.
- Erect or install storage units or make architectural alterations on balconies or terraces.
- Paint or alter exterior surfaces or balcony and terrace railings, including pet restraints.
- Erect or install fixed electrical equipment or communications equipment, satellite dishes or aerials on any part of the exterior of the Condominium.

- Cause anything to protrude through an exterior wall, roof, or window, or to attach anything to an exterior wall, window frame or window.
- Install fixtures such as handles and locks on the exterior doors of Units that are not identical to or similar to the original fixtures; or alter exterior doors of Units or their framing in such a way as to differ from the original design or color of same; or alter hallway lighting fixtures. Requests to alter Unit exterior fixtures must be presented to the Board. Unauthorized fixtures may be required to be removed or replaced at Owner cost.
- Allow one (1) wreath as a seasonal decoration that may be placed on a wreath hanger on the front door the Unit. No other decorations may be placed outside of the Unit, unless otherwise allowed by law.

## **APPLIANCES AND FIXTURES**

This building is all-electric. No appliances or equipment using combustible fuels are allowed anywhere in the building or on its grounds except as specifically allowed by the Association.

Air conditioning, heating and ventilation equipment and compressors serving residential Units are the responsibility of the Owner regardless of where the components are located.

- Interior drains for air conditioning units should be kept in working order and emergency drain cutoffs or similar equipment should be employed to avoid overflows.

Residents should use appropriate hookups for the power required for any appliances according to generally accepted standards. No appliance should be used that creates an unreasonable power demand on the Unit's electrical system or which has the potential to overheat during normal use.

- Fuse boxes and electric plugs and receptacles should be maintained in good working order. Non-functioning electrical fixtures should be repaired by an electrician.

Plumbing fixtures that are connected to either in-wall plumbing of the Unit or to the Common Systems of the Condominium are the responsibility of the Owner. Special water hookups provided for commodes, washing machines and refrigerators should be used as intended.

- Hot water heaters should be maintained according to generally accepted standards and should have serviceable overflow pans. High performance "instant-on" water heaters are permitted.
- See WATER LEAKS AND OVERFLOWS for your precise responsibilities.

UNDER NO CIRCUMSTANCES whatsoever may any Resident, directly or indirectly, vent or cut into any chute, duct, conduit or vertical chase or any plumbing that serves a Unit, either within Unit walls or part of the Common Systems, for the purpose of venting any appliances; nor may a vent for any appliance through the exterior walls or windows of the Condominium be constructed or made, excepting original vents as designed and constructed.

Electric outdoor grills are permitted on the top floor terraces of the Condominium providing that city fire codes are observed during their use. Grills of any type are otherwise prohibited from the semi-circular balconies on any level due to the potential for violation of city fire codes, smoke damage to the structure and annoyance to neighbors. Outdoor grills of any type must NOT be

used in residential Units due to the multiple dangers inherent therein.

## **ASSESSMENTS**

Regular assessments (commonly referred to as “maintenance fees”) are made to Owners on a monthly basis to fund the ongoing operation of the Condominium and to fund its Replacement Reserve Fund, which is intended to pay for the long term maintenance or planned improvement of the Condominium building and property. These regular assessments are determined annually through the Association budgeting process and are presented to homeowners in the form of a coupon payment book for each calendar year.

Special assessments may be made when a major uninsured hazard loss occurs or an insurance deductible is enforced on an insured hazard loss; when necessary maintenance to the Condominium beyond the resources of the Association and its Replacement Reserve Fund is required; or when a majority of the Owners of the Condominium vote to make specific improvements to the Condominium. No special assessment may be made without the unanimous approval of the Board, nor may Owners decline to participate in special assessments once so approved. Each special assessment will be notified to the Owner or Owners with a payment schedule and a statement of the sources and uses of the assessment.

- Both regular assessments and special assessments are based on the percentage of the square footage of each residential Unit to the total residential square footage of the Condominium, except in cases where an assessment is made upon one or more Owners but not the entire community of Owners to satisfy a specific obligation to the Association.
- It is strongly advised but not required that Owners maintain condominium assessment insurance to defray the cost of special assessments due to uninsured hazards or deductibles.

A fine, penalty, late fee, damage or repair reimbursement, or any other monetary demand imposed by the Association on an Owner is an “assessment” for the purpose of this Rule.

Payment of assessments must be made by check or electronic transfer within ten (10) days of the date on which the assessment is due. Non-payment of assessments is a serious matter and will be pursued by the Board of Directors vigorously. See our ENFORCEMENT POLICY.

## **ASSOCIATION RECORDS**

The records of the Association are maintained in accordance with the Governing Documents. Owners are entitled to review the books and records of the Association with a proper purpose.

- All requests to inspect Association records must be made in writing to the Board. Notices to inspect Association records must be made in advance and must specify with particularity which records are to be inspected.
- Records may not be removed from the location where stored. Records may not be directly accessed; the specific records requested will be presented by Association or Management Company personnel for inspection and must be returned to the Association after inspection.

- Consistent with individuals' rights to privacy and applicable law, certain Association records including but not limited to minutes of executive Board sessions, records of administrative or disciplinary hearings, personnel records, investigation records, litigation files, or any other record disclosure of which could cause harm to the Association or any of its members or which could disrupt the operation of the Association, may be held as confidential and may not be inspected unless the Association is legally compelled to do so.
- The Association is under no obligation to provide any information to any Owner or to any individual other than that which is required by law.

## **BALCONIES AND TERRACES**

Balconies and terraces are Limited Common Elements. Although they are part of your property you have limited rights as to what you can do on or to them. No Owner may alter, add to, modify, or improve the balconies and terraces without the prior receive written consent of the Association.

The distinction between "balcony" and "terrace" is such: balconies are the small, usually semi-circular, outdoor elements which append to most but not all residential Units on all residential floors of the Condominium building; terraces are the large rectangular outdoor elements which append to certain residential Units but not to all residential Units of the Condominium. The boundaries of both balconies and terraces are defined by permanent railings.

Balcony or terrace structures, walls, ceilings or parapets, window and door frames, and railings may not be painted or altered in any way. These items are the responsibility of the Association and personal customization is not permitted.

- Balcony or terrace floors (or "surfaces") are the responsibility of the Owner insofar as the customization of surfaces is concerned. You may customize these surfaces so long as such alterations do not affect the esthetics or appearance of the building, and the materials used are generally accepted for use in outdoor applications. Balcony or terrace drains, if any, may not be altered (unless they are improved at Owner's cost), covered or disabled.
- The structures of balconies and terraces are the responsibility of the Association and periodic maintenance may be required to maintain the waterproofing of the building, especially as regards but not limited to the terraces which have waterproof membranes installed below the terrace surfaces. Should you choose to customize your balcony or terrace surfaces, you must be aware that your customizations must be removed at Owner cost for scheduled Association maintenance. Standard building surface treatments will be applied by the Association, but the cost of restoring custom surfaces will reside solely with the Owner.

Nothing is to be attached to the exterior of the building or railings of balconies and terraces, including but not limited to fixed electrical equipment such as lighting fixtures or heaters, and fixed communications equipment, satellite dishes, and aerials. Additional electrical outlets other than the grounded outdoor electrical outlets originally provided may not be installed.

Furniture and planters placed on balconies or terraces must be discreet and in keeping with the esthetic of the building. If in doubt, consult the On-Site Manager. The Association requires that for any potted plant, a drip pan is to be used under the pot to avoid deterioration of any flooring

surface by frequent exposure to sitting water to prevent damaging the surface coating.

- Plastic furniture or furniture designed for temporary use is not to be used.
- Fixed or moveable umbrellas or patio covers are not permitted on balconies or terraces.

Electric outdoor grills are permitted on the top floor terraces only. Grills, fire pits, or devices using combustible fuels are otherwise forbidden on any of the building's balconies and terraces. Each Resident shall keep their Unit's balcony or terrace in a good state of cleanliness. Drains, if any, must be kept clear of debris to permit free flow of water into the drainage system.

**NOTHING IS TO BE THROWN FROM ANY BALCONY OR TERRACE.**

Otherwise, any use of patios or balconies that creates a nuisance is prohibited.

- Nothing should be swept or washed from a balcony or terrace.
- Noise from balconies and terraces must not offend other Residents.
- Feeding of birds from balconies and terraces is strictly forbidden.
- Balconies and terraces are not to be used for storage purposes.
- Anything hung from or placed on balcony or terrace railings that detracts from the appearance of the building will be considered to be a nuisance.
- Signs, notices, advertisements and seasonal displays on or attached to balconies or terraces or their railings are strictly prohibited.

### **CABLE, TELEPHONE AND COMMUNICATIONS**

The building is internally wired to support cable, telephone and internet services. Cable and communications rooms are located on each floor of the building. Residents should not modify or cause to be modified equipment and hookups in the cable and communications rooms.

Residents may select any provider for cable, telephone and internet services if the building's existing infrastructure will support that provider's equipment. Cable, communications and internet services, including the cost of installation, are the responsibility of Residents.

Satellite dishes, aerials and external electronic receiving equipment are prohibited. No such item will be attached to the exterior of the Condominium or to its roof by Residents.

### **CHILDREN**

The safety of children is of paramount concern to the Association.

It is the responsibility of the Residents to provide adequate supervision to children (younger than 18 years of age). Persons 18 years of age or older will be treated as adults.

- Residents are not permitted to play on the stairways or in the halls, vestibules, elevators, the fitness center, the main lobby or the garage of the building.

- Residents are allowed to play at the pool and pool area. Children under the age of 14 may play in the pool, but only under the supervision of a responsible adult.

THE ASSOCIATION SHALL NOT BE LIABLE FOR CLAIMS, LOSSES, DAMAGES OR INJURY SUSTAINED BY ANY PERSON OR PROPERTY DUE TO IMPROPER SUPERVISION OF CHILDREN BY RESIDENTS.

### **COMMON ACCESS**

Sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors, hallways, lobbies and storage area hallways are Common Elements of the Condominium and must not be obstructed or used for any purpose other than ingress or egress to and from the premises or to and from residential Units, or for access to assigned residential storage units.

- Storage of any kind, permanent or temporary, of any of your possessions or the equipment and materials of contractors employed by you in the Common Elements is prohibited. Offending items may be removed by the Association without notice.
- Under no circumstances are items to be placed in front of stairway entry or exit doors or in the stairway vestibules at any time for any length of time. These are emergency access and escape routes. Offending items may be removed by the Association without notice.
- You may not place or attach personal items on hallway floors or in hallways.
- Recreational activities which create a nuisance, damage the common property, or impede common access are prohibited in the hallways, stairways, lobby, garage, driveways and exterior common areas of the building.

### **CONTRACTORS**

When contractors (including but not limited to plumbers, electricians, carpenters, painters, carpet layers, and installers or repairmen) are employed by Residents, the On-Site Manager must be notified at least one (1) working day in advance of their arrival and of the nature and scope of the work contemplated so that access to the Condominium and the residential Unit can be scheduled.

Work in and around residential Units is permitted Monday through Friday from 9:00 AM through 5:00 PM. No work is permitted on Saturdays, Sundays or on US legal holidays. Exceptions to the work time rules will be granted only for emergency repairs of Owner appliances and systems that directly impact the safety or use of the residential unit. Emergency situations may include, but are not limited to:

- loss of heat
- loss of air conditioning
- loss of power
- loss of refrigeration
- Water Leaks

RESIDENTS ARE STRONGLY ADVISED TO ENSURE THAT CONTRACTORS MAINTAIN ADEQUATE LIABILITY INSURANCE AND THAT THEIR OWN LIABILITY

INSURANCE IS ADEQUATE TO COVER THEM. THE ASSOCIATION ACCEPTS NO LIABILITY FOR CLAIMS, LOSSES, DAMAGES OR INJURIES RELATING TO THE USE OF CONTRACTORS BY RESIDENTS.

Residents are responsible for the actions of contractors and contractor personnel while they are on Association property.

- All contractors and contractor employees must register with the On-Site Manager and provide proper identification before being granted access to the property.
- Contractors shall provide proof of current liability insurance and state required vehicle insurance for any vehicle entering the property to the building management prior to the start of any project. If the contractor is required to be on-site for more than two (2) days, the Association shall be listed as an additional insured on the insurance certificate.
- Daily check-in and check-out by contractors and contractor employees working within the Condominium building is required; and the arrival and departure of each contractor and contractor employee will be logged by the building Staff.
- Residents must either personally admit contractors to their Units or provide written authorization allowing the contractors access on their own recognizance. See KEYS. The Association shall assume no liability for granting such access if requested by a Resident.
- At no time may contractor or contractor employees eat, loiter, or otherwise occupy or congregate in any common area or Common Element of the Condominium, including but not limited to the lobby, hallways, fitness center, pool area, garage, driveways or landscaped areas of the property, when not engaged in the work contracted for.
- Contractors or contractor employees shall not create nuisances while on the property.

Contractors, equipment and construction material must enter and exit the Condominium building through the rear lobby entrance via the garage. Under no circumstances may the main lobby be used for such purposes.

- Materials will not be transported without appropriate protection to the floors, walls, ceilings, doors, elevators, stairwells and fixtures of the Condominium.
- No more than 50% of an elevator's load capacity may be used for the transport of contractor personnel, equipment and materials on any single elevator transit. Use of elevators to transport equipment and materials should be avoided whenever possible.
- Contractors must strictly follow the parking rules of the condominium (see PARKING AND USE OF GARAGE).

Damages to the Common Elements of the Condominium, residential Units or the property of others attributable to the act, omission or negligence of contractor or contractor's employees will be documented and will be for the account of the Owner.

- At the discretion of the On-Site Manager, regular walkthroughs of the work area and the route to the work area may be required to identify such damages.
- An assertion of damages will be made within a reasonable time after their occurrence or discovery and will document the source and extent of the damage. An assertion of damage by

the On-Site Manager shall prevail unless protested by Owner or Resident within five (5) working days. All disputes will be resolved by the Board.

All equipment and materials required for the work must be stored within the affected Unit or off property unless specifically permitted otherwise by the Board. No equipment or materials are to be left in the lobby, hallways, stairways, elevators or the garage of the Condominium at any time.

- The Owner or contractor must remove all debris resulting from the work in a timely fashion. The trash facilities of the Condominium are not to be used for such disposal.
- Paints, chemicals or solvents that are dangerous or hazardous to humans and animals or which constitute a nuisance to other Residents shall not be used or stored on the property.

For rules regarding construction projects, see ALTERATIONS TO THE CONDOMINIUM and REMODELING OR RENOVATION.

## **DELIVERIES**

Packages delivered by package delivery services or by hand are accepted from 8:00 AM to 5:00 PM Monday through Saturday.

Vendor or supplier delivery hours are from 8:00 AM to 5:00 PM, Monday through Friday. Large deliveries, which require padding of the elevator, such as furniture and appliances may be subject to the same rules that apply to moving in or out of the building and will not be permitted to begin until 9:00 AM. (See MOVE IN/MOVE OUT AND LARGE DELIVERIES).

- The Staff will attempt to advise Residents by phone, email or verbal notice when packages arrive. The Association makes no guarantee as to the timeliness or making of such notices. Residents should inquire with the Staff if deliveries are expected.
- The Staff will generally not accept perishable goods or unusually large items from a delivery service without pre-arrangement with the On-Site Manager by the Resident.
- Association employees and Staff are not permitted to accept cash or any other form of remuneration for vendors and shippers. No guarantee of delivery of any form of remuneration to vendors or shippers by Association employees or Staff is offered or made. Residents should make direct arrangements for payments required by shippers upon delivery.
- Each Resident shall agree that the Association is not responsible for loss of or damage to any item or article left with or delivered to the Association's employees, agents or Staff on behalf of such Resident.

The Staff is not required to deliver goods to any unit in the absence of the Resident unless requested by the Resident. Should Residents request that deliveries be made to their residential Units by the Staff during their absence, the Association assumes no responsibility for damages or loss either to the goods or to the Resident's property, nor liability for any claims, losses, damages or injuries resulting from such delivery. Permission for Staff or delivery personnel to enter residential Units should be arranged in advance with the On-Site Manager. See KEYS.

## **DIRECTORS CODE OF CONDUCT**

A Code of Conduct is in place for directors and officers of the Association. Each director or officer shall receive a copy of the Code of Conduct to upon his or her election, and agrees to abide by its terms and conditions.

## **EMERGENCIES**

Building emergencies may include but are not limited to:

Fire (including activation of smoke detectors, fire sprinklers or alarm systems); medical emergency; commission of a crime; a mechanical emergency (such as an uncontrollable water leak or sewer back up, total electrical failure or elevator failure); or any other situation in which you feel that you or others are at imminent personal risk.

**IF YOU FEEL THAT YOU OR OTHERS ARE AT RISK OF LIFE OR INJURY, ACT.**

Call City of Houston emergency services (911) with the following information:

- The address of the property: 1616 Fountain View Drive, Houston, Texas 77057
- Caller's name and Unit number or location from which call is being made
- The nature of the emergency, the injury or the crime

Advise building Staff at (713) 268-1616 or our Management Company at (713) 932-1122 of the emergency as soon as possible. The Management Company has 24-hour operators in place.

**ALWAYS FOLLOW THE INSTRUCTIONS OF EMERGENCY RESPONDERS.**

### **Fire or Smoke**

The Condominium is equipped with automatic fire alarms installed in each residential Unit and in building common areas. These alarms will emit a piercing sound and flash brightly when activated. Fire alarms are connected to a central fire alarm panel which in turn is connected to smoke detectors and fire sprinkler systems throughout the building.

If the central alarm system is triggered, you must assume that a dangerous fire is in progress until you are advised otherwise. Even if the automatic fire alarms are not triggered, the presence of open flame or heavy smoke should be considered as dangerous.

- In the event of a fire in or near your unit, call 911 and notify the building Staff of the location of the fire IMMEDIATELY.
- Fire extinguishers are placed throughout the property. If a fire is defensible with an extinguisher, use it. If a fire is not defensible, retreat. If in doubt, evacuate.
- If you are forced to evacuate, make sure that all occupants of your Unit evacuate with you. Nothing should be taken that will impede the evacuation of yourself and others. Remove pets if practical but DO NOT create unnecessary risks to yourself or others.
- If you evacuate, DO NOT use elevators. Stairwells are located at the north and south ends

of each floor of the Condominium. If a stairwell is filled with smoke, attempt to use the other. Evacuate to the FRONT of the building and await further instructions. DO NOT evacuate to the garage of the building unless forced to do so.

- If you are forced to remain in your Unit use precautions to ensure that smoke does not enter the Unit. Attempt to advise emergency responders or building Staff that you are trapped in your Unit and identify the Unit number and how many persons are trapped.

### Medical Emergency

In the case of a medical emergency, perform appropriate emergency procedures and gather personal information and insurance information regarding the patient if possible. DO NOT attempt to move injured or ill persons or to transport them by personal or public transport.

Call 911 and if possible notify the building Staff at (713) 268-1616 or the Management Company at (713) 932-1122 that you have a medical emergency.

### Commission of a Crime

If a crime involving personal injury or fear of personal injury to yourself or others has occurred or is in progress in or on the property, retreat to your residential Unit or to the nearest occupied common area. Call 911 using your home phone or your mobile phone and advise building Staff if possible. Do not attempt to interfere with a crime in progress.

### Mechanical Emergency

If you have a mechanical emergency such as an uncontrolled water leak or a total electrical outage in your Unit, contact the building Staff at (713) 268-1616 or our Management Company at (713) 932-1122 immediately. It is the Owner's responsibility to resolve such issues but all assistance by building staff will be rendered to the extent possible.

- Water leaks are especially destructive in high-rise buildings. Attempt to shut off the water at the source as soon as the leak is discovered. If needed, the master shut-off valve for each Unit is located in the hallway over the entry door of each Unit.
- If you suspect that an electrical or power malfunction has occurred contact building management or Staff as soon as possible. Avoid all risks of fire from such malfunctions.
- If you are trapped in an elevator, use the emergency phone in the elevator cab to summon help. Otherwise use your mobile phone to summon assistance.

**ESTATE SALES, and GARAGE SALES** – are not permitted on or in the Condominium.

### FITNESS CENTER

The Condominium's fitness center is specifically intended for exercise and wellness activities by Residents and not for any other purpose. No recreational activities or social gatherings are allowed in the fitness center except when initiated and authorized by the Association.

Fitness center hours are 6:00AM to 10:00 PM daily. Please respect your neighbors and keep

noise to a minimum when using the fitness center.

- Use of the fitness center is generally restricted to Residents, their family members or dependents, co-habitants and guests who are temporarily residing with Residents. Under no circumstances will regular use of the fitness center by non-Residents be permitted.
- All fixed and loose equipment in the fitness center is owned by the Association.
- If you choose to bring your own equipment to the fitness center, please remove it after each visit. The Association assumes no liability for personal items left in the fitness center.
- The use of personal trainers is permitted only when it does not disturb the activities of other Residents in the fitness center. No group exercise activities are permitted except by prior arrangement with the On-Site Manager. Please be sensitive to other users of the fitness center; when in doubt, schedule your personal trainer or group to meet at another location.
- Children under the age of fourteen (14) must be supervised by a responsible adult. Pets are not allowed in the fitness center at any time.
- NEITHER THE ASSOCIATION NOR ITS AGENTS, STAFF, CONTRACTORS, OR EMPLOYEES SHALL BE LIABLE, AND ARE EXPRESSLY RELIEVED FROM ANY LIABILITY, IN CONNECTION WITH CLAIMS FOR DAMAGES RELATED TO THE USE OF THE FITNESS CENTER BY RESIDENTS, GUESTS, AND THEIR RELATED PARTIES.

## INSURANCE

The Association maintains property insurance for the Condominium sufficient to cover significant loss from insurable hazards for the geographic locale in which the Condominium is located. In addition, the Association maintains liability insurance for its On-Site Manager, the Staff, and for the Board of Directors. These coverages are provided through a "Master Policy" which is provided by and paid by the Association on behalf of the Owners.

- The property component of the Association's Master Policy covers "The building and everything that is legally a part of the building including, but not limited to, alterations, fixtures, installations, and additions which are part of the building and contained within the interior surfaces of the perimeter walls, floors and ceilings of the Unit including specifically floor coverings, wall coverings, decorative trim, ceiling coverings, acoustical finishing materials, paint, fixtures, and built-in appliances, window coverings, air-conditioning, ventilation, refrigeration, cooking, and dishwashing equipment, interior partition walls, and doors".
- All of the property as defined above is covered at an actuarially determined replacement value at the discretion of the Board and consistent with current replacement values. Owners should note that under the terms of the Condominium Declaration the Association's Master Policy does not cover improvements to Units made by Owners, either by themselves or by previous Owners. Insurance of improvements is the responsibility of individual Owners.

- The Master Policy has deductibles which vary depending on the circumstance of loss. Owners should be aware that such deductibles constitute uninsured risks to the Association and that the resources of the Association may or may not be adequate to satisfy obligations resulting from them. Under such circumstances special assessments may be required to pay for all or part of such uninsured obligations. Association insurance deductibles which are incurred as a result of mechanical, plumbing or electrical failure or any other hazard, including improper maintenance, in individual Units will be assessed directly to the Owner or Owners of those Units. See ASSESSMENTS.
- The Master Policy provides liability insurance for the common areas, Directors & Officers Liability insurance, Umbrella Liability insurance, Workers Compensation and Employee Dishonesty coverage. This insurance excludes coverage for Staff performing personal services to Residents outside of working hours.
- Residents other than Owners may receive NO benefit from the Association's Master Policy.
- Residents are required to provide proof of their current condominiums unit owners Declaration page including liability insurance to management on an annual basis. Failure to submit current proof of insurance may result in fines being charged to the Resident's account.

Owners are responsible for insuring the additional value of their respective Units above the Association's Master Policy limits or for any personal property in their respective Units. Flood and rising water coverage is NOT part of the Master Policy and must be purchased separately by Owners if desired. Owners are responsible for their own personal liability and auto insurance.

**OWNERS AND RESIDENTS ARE STRONGLY ADVISED TO CONSULT WITH THEIR INSURANCE ADVISORS REGARDING APPROPRIATE PERSONAL INSURANCE COVERAGE AND ARE ADVISED TO MAINTAIN SUCH COVERAGE.**

**THE ASSOCIATION ASSUMES NO LIABILITY FOR ANY FAILURE BY ANY OWNER OR RESIDENT TO MAINTAIN APPROPRIATE INSURANCES, NOR FOR THE ACCURACY OF ANY INFORMATION PROVIDED BY THE ASSOCIATION NOT INDEPENDENTLY VERIFIED BY AN INSURER.**

## **KEYS**

Each Resident is required to provide duplicate keys to their respective Units and storage lockers ("walk in closets") or entry codes to code locks for same to the Association. Duplicate keys and codes will be kept under lock and key in the building offices and will not be unreasonably used for access to any Unit or storage locker.

- Residents may designate a person or persons who shall have access to duplicate keys or entry codes maintained by the Association by filing a written authorization with the Association. No liability will accrue to the Association for claims, losses, damages or injuries resulting from release of keys or entry codes to such authorized persons nor will the Association be responsible for the return of such keys.

- Should a Resident not be present when duplicate keys or entry codes are used for emergency or discretionary services, no liability will accrue to the Association due to such use.
- Should a Resident NOT provide keys or entry codes to the Association, no liability will accrue to the Association for claims losses, damages or injuries due to forced entry to a Unit or storage unit for emergency purposes or on Association business and Owner will be responsible for the cost of repairs due to such extraordinary access.

## LEASES AND TENANTS

For the purpose of these Rules the terms “Lessee”, “Tenant” and “Renter” are used interchangeably and with the same meaning.

LEASING OR RENTING YOUR UNIT IS NOT WITHOUT RESPONSIBILITY. YOU ARE LEGALLY RESPONSIBLE FOR THE ACTS, OMISSIONS OR NEGLIGENCE OF YOUR LESSEES AND DAMAGES RESULTING THEREFROM, AND FOR EVENTS OR INCIDENTS WHICH MAY OCCUR IN YOUR UNIT WHEN IT IS LEASED OR RENTED.

No Owner may lease or rent less than the entire Unit, nor may any Unit be rented for transient or hotel purposes. No unit may be leased and no lease or rental contract may be made for duration of less than twelve (12) consecutive months of occupancy by the Lessee. Every lease must be in writing and be made in a form generally acceptable for use in the State of Texas. Each lease or lease renewal must be approved in advance by the Board of the Association.

No Lessee may sublet all or any part of a leased Unit to another person by written or verbal agreement. A no-sublet clause must be included in each lease contract.

- Owners who lease their units must provide a signed copy of the original lease to the On-Site Manager prior to the occupancy date of the Unit, and approval of the Board of the Association must be obtained for each lease. In addition, owners must perform a background check on proposed Lessees at their own cost and must provide a copy of same to the On-Site Manager prior to the occupancy date of the Unit. The Association reserves the right to deny any lease or rental agreement when the background check reveals criminal activity of any kind on the part of the proposed Lessee.
- Upon approval of each lease or lease renewal by the Board of the Association, a deposit of \$5,000 must be placed with the Association by the Unit Owner to protect against damages or violations to the rules by lessee or lessees guests. If an absentee Owner needs assistance from the On-Site Manager such absentee Owner will be charged a fee on a case by case basis depending on the effort and time involved by On-Site Manager and Staff as determined by the Board. The remaining deposit funds will be held in escrow by the Association and will be returned to Owner, less any fines or deductions for damages attributable to the Unit Lessee or Tenant, upon termination of each lease.
- Prior to move-in, Lessee or Tenant must obtain from the On-Site Manager or be provided with a copy of The Tanglewood Condominium Owners Association Rules and Regulations. A written acknowledgement of receipt of the Rules and a statement of willingness to comply

by Lessee or Tenant must be filed with the On-Site Manager. Rules will be strictly enforced upon Lessees or Tenants to the extent that they may be held liable.

Tenants will be responsible to pay all move in/move out deposits personally to ensure compliance with Association policies. See MOVE IN/MOVE OUT AND LARGE DELIVERIES

In the event of any violation of the Governing Documents or the Rules by a Lessee or Tenant, the Board at its discretion shall determine what actions are necessary.

- If fines are imposed by the Board relating to such violations, the Owner will be notified and will be responsible for such fines in accordance with our ENFORCEMENT POLICY.
- If the Board determines that a violation or series of violations by a Lessee or Tenant warrant termination of the lease, the Board may take the actions necessary to terminate the lease without liability of any kind to either Lessor or Lessee; and further to require the eviction of the Lessee or Tenant in question under such terms as it may require.
- Any expenses incurred by the Association related to violations by Lessees or Tenants under these Rules shall be assessed to the account of the Owner responsible.

## **LOBBY AND ANNEXES**

Any addition to, change of or removal of furniture or fixtures from the main lobby or its annexes (mailroom, elevator lobby, hallways and the public restroom) is prohibited unless initiated and approved by the Board.

The main lobby and its annexes are not to be used for the conduct of business by Residents. No social gatherings may occur in the lobby or its annexes without the prior approval of the Board.

Notices, signs, advertisements or other promotional, political or religious materials may not be placed in the main lobby, its annexes or in the elevators or Common Elements of the Condominium without the prior permission of the On-Site Manager.

## **MAINTENANCE OF UNITS**

Residents at their expense, shall maintain their Units and keep them in good repair.

Residents are responsible for all portions of their Units including, but not limited to, fixtures, appliances, interior doors and windows, carpeting, wall coverings, painting and all systems serving individual Units (e.g. the Owner Systems). Residents at their expense, shall maintain, repair, and replace the equipment serving their Units and shall perform preventative maintenance to their equipment on a regular basis.

Dryer vents are an exception to this rule due to their complexity and the danger of fire. The Association will maintain dryer vents. Owners must grant access to the Association for maintenance of dryer vents. Failure to do so will result in Owner liability for any and all consequences of failure to grant access.

- Residents must provide all materials and supplies required for maintenance of their Units.

- The front or exterior door of your unit is your property. However, you may not significantly alter the appearance of your front door or install fixtures such as handles and locks on the exterior doors of Units that are not identical to or similar to the original fixtures without prior approval of the Board; or alter exterior doors of Units or their framing in such a way as to differ from the original design or color of same. The Association is responsible for the periodic painting of the exterior of your Unit's front door and its framing as these are Limited Common Elements. However, abuse of this policy (for example, willful damage, damage caused by your contractors or guests, or damage caused by pets) may result in mandatory repairs to comply with the Association's APPEARANCE AND ARCHITECTURE rules. The costs of such repairs will be borne by Owner. You are responsible for the condition of the interior side of your front door and the interior locks and hardware thereon.
- The building Staff is available to assist Residents with reasonable, minor repairs and maintenance within Units. Requests for such repairs should be made to the Staff or On-Site Manager. Should the Staff determine that such repairs are not within their scope of work, they have the right to refuse such work pending a decision by the On-Site Manager.
- When a Staff member enters a Unit to do work in the absence of the Resident and with the permission of the Resident, a notice will be left inside the Unit to document that the work was done, by whom, and the time of the repairs (see KEYS).
- Pest control in each Unit and assigned storage locker is the responsibility of the Owner.
- Owners will be billed for materials and services supplied for repairs or pest control which is not the Association's responsibility, as defined in these Rules.

Residents shall immediately report to the On-Site Manager or the Staff the discovery of any leak, break, or malfunction in any portion of their Unit or in the adjacent Common Elements for which the Association has responsibility. Failure to report is an act of negligence.

### **MOVE IN/MOVE OUT AND LARGE DELIVERIES**

Moving activities and large deliveries create a major inconvenience to the Residents and Staff of The Tanglewood and present a risk of damage to the Condominium and to Resident property. Therefore, they are strictly controlled.

A "move" is defined as the complete or substantial movement of personal furniture and/or personal effects to or from a residential Unit from or to a point outside of the Condominium. A "large delivery" is considered to be a delivery or removal which requires the services of two (2) or more persons to make more than two (2) cumulative transits to or from a Unit to complete the delivery or removal. Both "moves" and "large deliveries" are subject to the constraints contained in this rule.

You are required to advise The Tanglewood On-Site Manager or its Management Company in writing at least three (3) business days in advance of conducting a move in or move out and to receive a reservation for the date proposed. Such requests will not be unreasonably denied. Each reservation will include the use of one (1) building elevator for the date and times requested. The On-Site Manager MUST be provided with contact information for all parties.

**NO MOVES OR LARGE DELIVERIES WILL BE PERMITTED WITHOUT A**

**RESERVATION. OTHERWISE MOVES OR LARGE DELIVERIES WILL BE REFUSED WITH NO LIABILITY TO THE ASSOCIATION BY ENFORCING THIS RULE.**

Moving hours are Monday through Friday from 9:00 A.M. to 5:00 P.M. To limit the inconvenience to other Residents in the building, only one move by one residential Unit is permitted per day. NO exceptions will be made without pre-approval by the Board.

A \$500 refundable deposit must be paid by the Occupant for each move in to the property or move out from the property to protect against damages. An additional deposit may be required for a large delivery on a case-by-case basis as determined by the On-Site Manager. Consult with the On-Site Manager when making your reservation. Moving and large deliveries will not be permitted until fees or deposits are received.

Any move or large delivery must follow Association procedures, as follows.

- Prior to conducting a move, the required elevator and main lobby floors will be protected by building Staff. In addition, Owner-provided protection for elevator lobbies and hallway carpets may be required.
- All items moved or delivered must proceed to or from the moving or delivery vehicle via the Condominium garage using the garage entry doors to the elevator lobby or stairwells. No move or delivery may transit the main lobby.
- A pre-move and post-move walkthrough of the move route with the On-Site Manager or building Staff will be conducted for each move or large delivery. Repairs for any damage to walls, hallways, carpets or elevators caused by a move or delivery, net of any fee or deposit, will be charged to the Owner of the Unit.
- Moving and delivery vehicles may not block access to or through the Condominium driveway, and may be subject to other restrictions. See PARKING AND USE OF GARAGE.
- Attendance by the Owner of the Unit, the Resident of the Unit or an agent is required for all moves into and out of the building or large deliveries. The On-Site Manager and Staff will take no responsibility for supervision of moving and delivery personnel and the Association will assume no liability for the performance of their duties. Failure to supervise by an Owner or Resident may result in the interruption or delay of a move or delivery, for which the Association accepts no liability when acting to enforce Association Rules.
- The On-Site Manager and Staff will not be responsible for handling of keys, documents or any other items involved in transactions related to the move or delivery.
- When moving out of the building, Owners or Residents must provide the On-Site Manager with a forwarding address. The Association takes no responsibility for the transfer of Unit keys, and/or building and garage access control devices.

**NUISANCES**

Nuisances or annoyances within a communal environment are unavoidable and should be settled amicably between neighbors. Nuisances may or may not be covered by a specific Rule; but the intent of this Rule and related Rules is peaceful co-existence amongst Owners, Residents, and persons invited or requested to be on or in the Condominium by them.

Common nuisances are addressed below; but any condition which constitutes an annoyance or

inconvenience to Residents that is not otherwise addressed by these Rules may be reported as a nuisance, whether or not that nuisance may be considered to be actionable by the Association.

- Drunken, disorderly or offensive behavior and physical or verbal abuse or harassment of another person by any other person on or in this property will not be tolerated.
- Offensive noises, including but not limited to excessive noise from televisions or sound systems, noises from construction or repairs outside of work hours, commotions of any kind, or noises made by children or pets, should not be made that will disturb or annoy Residents. This extends to residential Units as well as to the Common Elements and Limited Common Elements such as balconies and terraces.
- Unauthorized use of the lobby, pool area, fitness center or any other common area of the Condominium for social gatherings is prohibited. Consult the On-Site Manager.
- Use of a residential Unit for organized activities such as gaming, gambling, sales parties, sales seminars, or any other activities not normally associated with personal residential use is prohibited. Such offenses will incur an immediate penalty to the Owner.
- Smoking within the common areas of the Condominium building or in the pool area is prohibited. Smokers should restrict their activities to residential Units or their balconies and terraces or to the outside areas of the property other than the pool area. Unreasonable disposal of debris from smoking anywhere on Condominium property is an actionable nuisance, in particular the throwing of smoking debris from balconies or terraces.
- Cooking or other activities which result in excessive smoke or strong or foul odors within the hallways or common areas of the Condominium, or from use of permitted outdoor cooking equipment, should be avoided and may constitute an actionable nuisance.
- Trash and debris including pet wastes should be properly disposed of by any person on or in the Condominium property. Failure to do so is an actionable nuisance.
- Failure to comply with the reasonable instructions of the On-Site Manager or the Staff to cease and desist in a nuisance, or to cease and desist from any violation of these Rules, shall in itself be deemed to be an actionable nuisance.
- Actionable nuisances will be subject to the fines and penalties described in our ENFORCEMENT POLICY.

Reports of nuisances should be made to the Staff or to the On-Site Manager. Each such report will be investigated and the results of such investigation will be reported to the Resident(s) reporting it and to the Resident(s) subject to the complaint. The Board will determine whether a nuisance is actionable or not.

### **ON-SITE MANAGER**

An On-Site Manager is on generally on duty during days and hours to be determined by the Board of Directors and will be available in cases of emergency. The On-Site Manager is responsible for the management of the building and supervision of Staff, but is also responsible for conduct of Association meetings, oversight of Association financial matters, resident relations, contractor and delivery supervision, building projects, interpretation and enforcement of Association rules, and related duties. The On-Site Manager is employed by our Management

Company. He or she has immediate control of any violation of the Rules and must be obeyed in such matters or the Owner will face fines and penalties as defined in the Rules.

The On-Site Manager is the primary point of contact between Residents and the Association. Residents are encouraged to ask questions of or to make requests through the On-Site Manager.

The On-Site Manager acts as an agent of the Board of Directors of the Association. Interference with the duties of a person directly or indirectly employed by the Association is a violation of these Rules, and this protection extends to the On-Site Manager.

## **PARKING AND USE OF GARAGE**

The Condominium has limited parking for Residents, guests, contractors and deliveries. As a result our Rules are will be strictly enforced. If you have any doubt as to whether the parking of a particular vehicle is permitted in a particular location or not, please consult the On-Site Manager or the Concierge on duty.

ALL PARKING IS AT THE SOLE RISK OF THE OWNER OF THE VEHICLE. The Association assumes no responsibility for any damage to vehicles or property stored in vehicles caused by whatever means. See the Liability Regarding Use of Condominium Parking Facilities statement below.

UNDER NO CIRCUMSTANCES MAY INTERIOR OR EXTERIOR DRIVEWAYS BE BLOCKED SO AS TO IMPEDE ACCESS BY EMERGENCY VEHICLES. OFFENDING VEHICLES WILL BE TOWED IMMEDIATELY AND WITHOUT NOTICE.

### **Garage Parking**

Our garage is designed to accommodate standard passenger vehicles and motorcycles that are owned or operated by Residents and their families, dependents, co-habitants or guests. The garage is adequate to provide covered parking for all residential Units but has NO excess capacity. All garage parking spaces are Limited Common Elements of the Condominium.

- Oversized vehicles which cannot be accommodated within the confines of a single marked parking space or which may damage overhead piping and light fixtures, such as commuter vans, heavy duty or long-bed pickup trucks and limousines, may not be parked in the garage.
- Commercial vehicles or vehicles with overt commercial markings may not be parked in the garage on a long term basis.
- All garage parking spaces are marked and numbered and are assigned to Owners by deed or respectively to Tenants by lease of a Unit. To assist with parking management, Residents are requested to register their vehicles by Unit with the On-Site Manager.
- No Resident, guest, invitee or contractor may use another Resident's assigned parking space for any reason or for any length of time without the explicit permission of that Resident. Violations should be reported immediately to the building Staff or to the On-Site Manager.
- If a Resident should be absent AND has not filed a request to the contrary with the On-Site Manager, then the Association may temporarily allow use of assigned parking spaces for

visitors. In such cases keys will be collected and visitor vehicles will immediately be removed if the Resident requires use of their parking space or spaces.

- Owners are free to rent unused assigned parking spaces to other Residents providing that the arrangement is notified to the On-Site Manager in writing. Parking spaces may NOT be rented to any individual who does not reside at the Condominium. Leases or rentals of residential Units are presumed to include parking privileges unless otherwise specified
- Access to the building garage is by an encoded wireless opening device which is the property of the Association. Harris County EZ pass tags will be programmed by the On-Site Manager to provide access into the garage areas for all Residents, and regular visitors. If an Resident does not participate in the Harris County Toll pass program, two (2) private pass stickers will be programmed and provided to the Resident at no charge. Replacement and additional private pass stickers are available at the Resident's expense. Residents should report any garage door malfunctions to the On-Site Manager.
- The garage is monitored by patrols or surveillance cameras 24 hours a day. Please do not allow vehicles not known to you to "tailgate" into the garage. If you observe suspicious persons or activities in the Condominium garage, please report immediately to building Staff or call emergency services directly if you feel that a threat to your person or property exists.

### **Use of the Garage**

- All vehicles must be parked within the bounds of the allotted parking space(s) as defined by painted markings or line-of-sight boundaries of driveways and perimeters. No vehicles may be parked in unlined areas, in driveways, in front of building emergency exits or in such a way as to block or inconvenience ingress or egress to the garage or assigned parking spaces by other vehicles.
- Vehicles parked in the garage must be operable. Long-term storage of vehicles within the garage is discouraged and must be approved by the Board in advance.
- No vehicle repairs or maintenance work will be allowed in the Condominium garage unless due to mechanical failure or unless otherwise authorized in advance by a Board member or the On-Site Manager. If you have mechanical difficulties, please contact the building Staff.
- Car washing and detailing in the garage is not permitted.
- No items shall be stored in assigned parking spaces or driveways, suspended from the ceiling or pipes, or hung on the walls anywhere in the Condominium garage. This includes detachable vehicle tops, trailers and other towed equipment, and bicycles or bicycle racks. No flammable or combustible items may be kept or stored anywhere in the parking garage under any circumstances. Vendors or contractors are not allowed to store any items, including Resident's property, or building materials within the garage.
- Damage to ceiling pipes, light fixtures or drainage pipes by oversized vehicles or loads within the garage, or the cost of removing improperly stored items, will be for the account of the Owner involved.

### **Visitor Parking**

The visitor parking area is located on the east side of the Condominium in front of the Condominium main entrance. It consists of a one-way driveway, marked parking spaces and a

marked loading zone. A handicap ramp is located at the Condominium main entrance.

- Visitor parking is restricted to temporary parking by guests and invitees of Residents or the Association, or contractor vehicles and delivery vehicles with business at The Tanglewood.
- Residents should NOT use visitor parking for their own use or for the extended use of their guests and invitees. They must use their assigned parking spaces in the Condominium garage or make other arrangements for long term parking of their vehicles if their parking needs exceed their deeded or assigned allotment.
- Visitors must park within parking spaces defined by painted lines. They must not park in the marked loading zone in front of the Condominium or so as to block the handicap ramp at the main entrance, or in any way that will impede the free movement of emergency vehicles or other vehicles through the Condominium driveway.
- No more than three (3) visitor parking spaces may be utilized by guests or invitees of any one Owner, Resident or Unit at any one time. If you intend to have a large number of guests or invitees for an event or gathering at your Unit you are strongly advised to pre-arrange with building Staff for overflow parking (if available) in the Condominium garage, or to employ a valet parking service. If a valet parking service is used, the Resident is responsible; the Association will neither supervise nor assist such services other than to enforce its Rules, nor will it be liable for any claim loss, injury or damages relating to the use of a valet parking service.

#### **Commercial and Contractor Vehicles**

- Commercial and contractor vehicles other than delivery vehicles or moving vans may park in permitted areas for normal commercial purposes so long as such parking is only for the period of time necessary to provide the services requested by a Resident or the Association.
- No more than two (2) commercial or contractor vehicles other than delivery vehicles may be parked on behalf of any one Owner, Resident or Unit on the Condominium property at any one time, and then only for the time required to perform the work. You are advised to arrange contractor parking in advance with the On-Site Manager or to arrange for such vehicles to park in your own assigned parking space(s) within the garage if feasible.

#### **Delivery Vehicles and Moving Vans**

- Delivery vehicles may park in the marked loading zone in the Condominium front driveway for periods of less than ten (10) minutes provided that they do not impede the free movement of emergency vehicles or other vehicles through the Condominium driveways.
- If your delivery is expected to consume more than ten (10) minutes or if it is subject to our MOVING AND LARGE DELIVERIES rules, delivery vehicles or moving vans may use a visitor parking space if available and if the vehicle size permits; or they may be required to park temporarily on a public thoroughfare.
- When visitor parking space is available and when vehicle size permits, no more than one (1) delivery vehicle or moving van may be parked in visitor parking on behalf of any one Owner, Resident or Unit at any one time. Otherwise, delivery vehicles or moving vans may be required to park temporarily on a public thoroughfare. You are strongly advised to consult the On-Site Manager in advance regarding parking availability.

- Delivery vehicles or moving vans parked on a public thoroughfare must use flashers and auxiliary markers to warn other drivers of their presence, and must otherwise abide by all traffic ordinances. In addition the City of Houston may require a delivery or moving van parking permit, which if required shall be obtained at Owner or Resident expense.

### **Liability Regarding Use of Condominium Parking Facilities**

The Association assumes no liability for acts and omissions by Owners, Residents, their guests, invitees, contractors, or delivery or moving services in regard to vehicles parked or operated within the Condominium garage, its driveways or its visitor parking facilities; nor for claims, losses, damages or injuries from any cause to any vehicle, property or person resulting from the parking or operation of a vehicle, proper or improper, for any purpose on in the Condominium property; nor for claims, losses, damages or injuries resulting from Association action to enforce these Rules; and by parking a vehicle anywhere on the Condominium property Owners and Residents of the Condominium and their guests, invitees, contractors, and delivery or moving services agree to hold the Association harmless from all such claims.

### **PERSONAL SERVICES**

The Association's Staff are not permitted or authorized to render personal services to Residents other than those which are designated by the Association as employee job duties when working on Association time.

**ALL OTHER PERSONAL SERVICES RENDERED TO RESIDENTS BY ASSOCIATION STAFF MUST OCCUR BEFORE OR AFTER ASSIGNED WORK HOURS.**

“Personal services” may include but are not limited to dog walking, personal shopping, personal errands, or any other activity which would not reasonably be construed to be part of the Staff’s assigned job duties. Compensation for such personal services must be agreed solely between the employee and the Resident. The Association will bear no responsibility for the form of such compensation or withholding or payment of taxes upon such compensation.

### **Liability Regarding Personal Services by Association Staff**

Each Owner or Resident agrees that personal services as defined above that are performed for them by the Association’s Staff are subject to their own liability insurance and not that of the Association; nor will the Association be liable for any act or omission by its Staff while engaged in providing personal services to a Resident; nor will the Association be liable for any claims, damages, losses or injuries arising from provision by of such personal services by its Staff.

### **PEST CONTROL**

The Association is generally responsible for pest control in the Common Elements. Owners and Residents are responsible for pest control in their individual Units and in their individual Storage Lockers. No Owner or Resident may permit conditions in a Unit or Storage Locker which will promote the proliferation of pests. If such proliferation occurs and at the sole discretion of the Association, the Unit will be treated by the Association at Owner’s expense.

## PETS AND ANIMALS

Residents may not keep or permit on or in the Condominium a pet or animal of any kind, at any time, except as permitted by these Rules and the Governing Documents.

Subject to these Rules, Residents may keep in their Unit not more than two (2) house pets, including visiting animals. Permitted house pets include domesticated dogs and cats, and small domestic mammals other than rodents. Aquarium fish are permitted in tanks of capacity up to but not exceed 50 gallons. Residents who maintain more than two (2) pets as of the date of enacting of these Rules shall be permitted to retain these pets until their decease or removal; after which time the limitation will be enforced.

- No Resident may keep a dangerous or exotic animal, a trained attack animal, or any other animal deemed by the Board of Directors to be a threat to the well-being of people or other animals. No animal prohibited for keeping in a residence by City, County or State ordinance may be kept. No animals may be kept, bred, or maintained for a commercial purpose within the Condominium property.
- Pets are limited to sixty-five (65) pounds full grown weight. If the breed of the pet causes the full grown weight to be questioned, owners may be asked to provide documentation of the maximum expected weight of the pet to management.
- A permitted pet must be maintained inside the Unit with appropriate care, and may not be kept on a balcony or terrace. No pet is allowed on or in the Common Elements unless carried or leashed. No pet may be leashed to any stationary object on or in the Common Elements.
- Pets shall be kept in a manner that does not disturb other Residents' rest or peaceful enjoyment of their Unit or the Common Elements. No pet shall be permitted to bark, howl, whine, screech, or make other loud noises repeatedly or for extended periods of time.
- Residents are responsible for any property damage, injury, or disturbance their pet(s) may cause or inflict. Residents who keep a pet on the property shall be deemed to have indemnified and agree to hold harmless the Board of Directors, the Association, and other Owners and Residents, from any claim, loss, damage, or liability of any kind or character whatever resulting from any maintaining such pet on the property.
- Residents are prohibited from allowing their pets to urinate or defecate anywhere on the Condominium property except in areas designated by the Board for this purpose. Residents are responsible for the removal of pet waste from the Common Elements of the Condominium. The Board may levy a fine against an owner if pet waste is discovered on the Common Elements and is attributed to an animal in the custody of that Unit's Resident.

Any Residents having control of a pet that violates these Rules shall be given written notice by the Board to correct the problem. If the problem is not corrected within the time specified in the notice, to be not less than ten (10) days, the Resident upon further written notice from the Board may be required to remove the pet. Residents agree to permanently remove violating pets from the property within ten (10) days after receipt of a removal notice from the Board.

## **PLUMBING**

Residents should be aware that water supply to the condominium is provided by electric pumps. In case of a power failure, mechanical failure, or general water supply disruption, water pressure to the building may be lost. In such cases, every effort will be made to notify Residents that such an outage may occur or has occurred; the Association assumes no liability for claims, losses, damages or injuries as a result of such outage.

The Owner or Resident of each Unit is responsible for maintaining all plumbing fixtures, lines or pipes, tubs, pans or appliances, and connections thereto within the Unit in working order.

- Owners and Residents are specifically responsible for damage to Units beneath or adjacent to their own and to any Common Element of the Condominium, caused by the overflow or leaking of drains, fixtures or plumbing internal to a Unit's walls as the result of improper maintenance, equipment failure or improper use of fixtures by Owners, Residents, guests, invitees or contractors. See WATER LEAKS AND OVERFLOWS.
- Plumbing fixtures shall be used only for the purpose for which they are designed, and no chemicals, paints, solvents, sweepings, rubbish, rags or similar substances shall be thrown into or disposed of using such fixtures.

## **PROPERTY DAMAGE**

Without prejudice to any other reference in these Rules, an Owner is responsible for damage to any portion of the Common Elements or Limited Common Elements of the Condominium, or to any residential Unit within the Condominium other than his or her own, due to any act, omission or neglect causing such damage by themselves, their family members, dependents or co-habitants, their guests, agents, employees, invitees, Lessees, Tenants or any person present on the Condominium property with their cognizance.

Such Owner shall, upon notice and demand by the Association, reimburse the Association for amounts required to repair such damage, so that the Condominium is restored to the state that existed prior to the occurrence of the damage.

Should Association insurance policies cover all or part of the cost of repair, the responsible Owner will be assessed for Association policy deductibles and the cost of any claimed repairs or items not reimbursed under such Association insurance policies.

In cases of damage to the Common Elements or Limited Common Elements of the Condominium, the Association shall have sole discretion and authority as to the method of repair, the materials and fixtures to be used and the quality and manufacturer(s) thereof, choice of contractor(s) to perform the work, and any other aspect of repairs to the Condominium.

Damage to the personal property of other Owners or their family members, dependents or co-habitants, their guests, agents, employees, invitees, Lessees, or Tenants by an Owner or persons for whom the Owner is responsible, by whatever means the damage is incurred, is a matter to be settled between the parties. The Association assumes no responsibility or liability for the initiation, conduct or resolution of claims between the parties resulting from such damage.

## **PROPERTY TAXES**

Owners are responsible for the payment of property taxes on their individual Units. Property taxes are NOT included in Owners' monthly assessments. Questions regarding your property taxes should be directed to the Harris County Appraisal District.

The Association may not and will not provide to Owners or otherwise indicate to Owners any valuation or estimate of the real or taxable value of an individual Unit for use in this regard.

## **REAL ESTATE TRANSACTIONS**

The Association has no obligation to assist or otherwise facilitate a real estate transaction involving a Unit or Units in the Condominium. In practice, certain forms of assistance may be available to you.

Certain documentation may be required when you buy, sell, refinance or transfer ownership of a Unit. The Association will assist with documentation of real estate transactions when reasonable and customary, although fees for this service may apply.

Upon purchase of a Unit, Owner shall be required to pay a non-refundable amount equal to two (2) months' maintenance fees (see ASSESSMENTS) at current monthly assessment rates pertaining to the Unit, 25% of which will be paid into the Association's working capital (the Operating Fund) and 75% of which will be paid into the Association's Replacement Reserve Fund, as well as any other fees required for purchase of a property under the Texas Condominium Act.

Contact our On-Site Manager for assistance with purchases of property, viewing of property, provision of the Association's Governing Documents and Rules and Regulations, filing of lease contracts, registration of new Owners or Residents and their vehicles, move in or move out reservations and procedures, garage door operators, and related needs.

## **REMODELING OR RENOVATION**

Remodeling or renovation of residential Units which involves sanding, cutting, painting, adding, moving or removing walls or false ceilings, replacement or addition of flooring or built-in cabinetry, replacement or addition of interior doors and windows, or any changes which could reasonably be construed to (a) affect the structure of the building or (b) the Common Systems of the building or (c) significantly alter the construction of a residential Unit or the Owner Systems in a residential Unit, must have the prior written approval of the Board of Directors.

A scope of work including a timeline and plans or drawings must be submitted through the On-Site Manager for approval by the Board and such approval must occur before any work commences.

The Association reserves the right to require inspection or evaluation of proposed remodeling or renovation by a third party engineer at Owner's expense. All requirements set by law or government regulation regarding permits to be obtained, compliance with building codes and notice to be given must be met and documented to the Board before any work commences.

When the proposed remodeling or renovation work is of sufficient scope, the Board may at its discretion require that certificates of liability insurance be submitted to it by some or all of the contractors engaged by the Owner before the work commences; and may enforce additional restrictions designed to protect the Condominium and to protect the peaceful use of the Condominium by its Residents.

The Association reserves the right to demand and retain a refundable fee from the Owner against administrative costs to the Association and incidental wear-and-tear or physical damages to the Condominium until such time as remodeling or renovation work is completed, the amount of such fee to be determined based on the scope of work.

All other Association rules will apply to remodeling or renovation projects regardless of administrative fees levied by the Association. Damages to the Condominium specifically attributable to an Owner or Owner's agents, or individual violations of Association rules by them, will be assessed to Owner in addition to any fees levied.

Remodeling or renovation work may be halted from time to time, with appropriate notice to Owner or an agent, to permit moves into and out of the building or to conduct Association work.

All other rule pertaining to the use of contractors will apply "See Contractor section."

#### **RIGHT OF ENTRY BY THE ASSOCIATION**

The Association may enter a residence in case of an emergency originating in or threatening the residence, other residences, Common Elements or Limited Common Elements, whether or not the Owner or Resident is present at the time. This right of entry may be exercised by the Association's On-Site Manager, directors, officers, agents, and Staff, and by police officers, firefighters, and other emergency personnel in the performance of their respective duties.

In case of an emergency, the determination of which is at the sole right of the Association or its agents, the right of entry is immediate and if the Owner has failed to provide a door key or code or if the occupant refuses to provide entry, the Association may chose an appropriate method of access based on the best information available to it; the Owner is liable for the cost of damages or repairs caused by the Association's chosen method of access under such circumstances.

The Association may enter a residence to perform installations, alterations, or repairs to the plumbing, mechanical, electrical, or utility services which, if not performed, would adversely affect the use of other residences or the Common Elements or Limited Common Elements. If possible, requests for any entry shall be made in advance and at a time convenient to the owner.

The right of entry will not be unreasonably exercised, but if exercised the Association, its Management Company, its Staff or agents shall incur no claim, loss or liability for exercising its right of entry under this rule.

#### **RIGHT OF ENTRY BY LAW OFFICERS**

The On-Site Manager, or in his or her absence building Staff or the Management Company, may be required to admit to the building law enforcement officers with jurisdiction over the property who are duly empowered by warrant, subpoena, or court order to have access to a Unit or to a common area of the property. In such event neither the Board nor the Association, our On-Site

Manager, our Staff, our Management Company or our service providers shall be liable for compliance with such warrant, subpoena or court order, nor will the Association be liable for claims, losses, damages or injuries resulting from such compliance.

## **ROOF**

USE OF THE ROOF OF THE CONDOMINIUM FOR UNAUTHORIZED ACTIVITIES BY RESIDENTS IS PROHIBITED. THE ASSOCIATION ASSUMES NO LIABILITY FOR UNAUTHORIZED USE OF OR ACCESS TO THE ROOF BY RESIDENTS OR CLAIMS, LOSSES, DAMAGES OR INJURIES ARISING THEREFROM.

Contractors may access the roof only when there is a need related to services to be performed and with the express permission of the On-Site Manager or the Management Company.

- Contractors must exercise care to avoid damaging the roof surface membrane and piping.
- UNDER NO CIRCUMSTANCES may debris or work materials be left on the roof when the contractor's work is completed and they must so be advised prior to beginning the work.
- At the discretion of the On-Site Manager, post-work inspections of the roof will be conducted by Association Staff or the On-Site Manager after any work on the roof is performed by contractors or other parties. Damages found will be documented and will be for the account of the Owner or Resident employing the contractor.

## **SMOKE DETECTORS AND FIRE SPRINKLER SYSTEM**

Current City ordinances require the installation of operating smoke detectors outside every sleeping area and kitchen in every residence within the Condominium.

- DO NOT DISABLE smoke detectors. They are connected to a central fire alarm system.
- Test smoke detectors periodically but not less than annually and replace batteries as required. Detectors with low batteries will emit an audible beep until the battery is replaced. The building Porter can assist with smoke doctor battery replacement.
- If you accidentally trigger a smoke detector due to incidental smoke in your Unit or failure of the detector unit, seek assistance from the On-Site Manager or building Staff immediately.
- Replace defective smoke detectors promptly using the same or similar equipment to that which was originally provided at the time of purchase of the residence. Replacement detectors MUST be connected to the central alarm system as designed.

The Condominium is equipped with a sprinkler system for fire suppression. This system is directly connected to a central fire alarm system. The pumps for this system are independent from the pumps used to bring potable water into the building, and the system is fully charged with water under high pressure at all times.

UTMOST CARE IS REQUIRED REGARDING FIRE SPRINKLER HEADS AND PIPING. ACTIVATION OF THE FIRE SPRINKLER SYSTEM MAY RESULT IN FLOODING OF THE AFFECTED UNIT, OTHER UNITS, AND COMMON AREAS

- Sprinkler shut off valves are located in the stairwells of each floor and are tagged to indicate

the sector of the system controlled by the valve. The main controller for the fire sprinkler system is located in the SW pump room in the building garage. DO NOT attempt to operate fire sprinkler valves or controllers except under expert supervision.

- Inspection and maintenance of the fire sprinkler system is the responsibility of the Association. Any required alteration to the system will be the responsibility of the owner. No part of the system may be altered without the permission of the Association.
- DO NOT expose fire sprinkler heads to excessive heat. The safety element may melt and trigger the sprinkler system in the Unit as well as triggering a general fire alarm.
- DO NOT hang or suspend anything from the sprinkler heads or piping of the fire sprinkler system or strike the sprinkler heads or piping with any tool or object.

## **SOLICITATIONS AND ADVERTISEMENTS**

Soliciting, advertising and peddling on Association property are prohibited.

The distribution of advertising, political or religious materials within the building by Residents or by persons admitted to the building by Residents is prohibited.

## **STAFF**

The Association Staff are employees of a third party, either a labor and service provider or the Management Company. They work under the direction of the On-Site Manager.

At the discretion of the Board, Concierges are present on the property seven (7) days per week, twenty four (24) hours per day. Concierges man the Condominium front desk and greet, announce and log visitors and contractors; receive deliveries, packages, and coordinate package and newspaper deliveries to Residents; coordinate building parking and manage building access including the main garage gate; monitor building security and fire systems, and patrol the Condominium property; monitor delivery and contractor personnel while they are on the property; coordinate access to residential Units when requested or necessary; enforce Association rules regarding the Common Elements; maintain the daily log of building activities and make incident reports; and coordinate emergency responses. The Concierge is generally the first point of contact for Resident needs and questions after the On-Site Manager.

At the discretion of the Board, a building Porter is present on the property five (5) days a week from 8:00 AM to 5:00 PM. The Porter is responsible for cleaning the Common Elements of the Condominium; maintaining the trash facilities of the Condominium; performing general maintenance on the Common Systems of the Condominium; coordinating move in/move out activities and large deliveries, and monitoring contractor and delivery personnel when they are on the property; providing minor maintenance assistance to Residents when requested, specifically including changing of light bulbs, smoke detector batteries, and air conditioner filters and refrigerator filters in their Units; making damage reports to the On-Site Manager; and assisting with emergency responses.

**NEITHER THE ASSOCIATION NOR ITS AGENTS, STAFF, CONTRACTORS, OR EMPLOYEES SHALL BE LIABLE, AND ARE EXPRESSLY RELIEVED FROM ANY LIABILITY, IN CONNECTION WITH PROVIDING ASSISTANCE TO RESIDENTS,**

INCLUDING THE PERFORMANCE OF MINOR MAINTENANCE ASSISTANCE AS DESCRIBED IN THESE RULES.

Owners and Residents may make requests of the Staff for assistance and any reasonable request will be accommodated; but Owners and Residents are not permitted to instruct the Staff or to determine their duties, and Staff may decline such requests or refer them to the On-Site Manager.

### **STORAGE LOCKERS (“WALK-IN CLOSETS”)**

The right to use a Storage Locker is commonly deeded to the Owner upon purchase of a residential Unit. Storage lockers are located on the second and third floors of the building in a climate controlled area. The term “Storage Locker” is used interchangeably with the term “Walk-In Closet” that may appear in the Governing Documents or in Unit purchase documents.

Storage lockers are intended for the keeping of normal and reasonable possessions such as papers and documents, personal effects, luggage, tools, bicycles and sporting goods, packing materials and similar items.

The following items may not, for various practical or legal reasons, be stored in the storage lockers:

- Live animals or food for animals.
- Live plants, fertilizers or chemicals for landscaping or insect control.
- Motorized vehicles such as motorcycles, scooters, mopeds, go-carts and similar items.
- Any equipment containing lubricants such as motors and generators.
- Firearms of any kind or ammunition; fireworks or other explosives; gun safes.
- Hazardous, flammable or explosive substances such as gasoline, kerosene, naphtha, benzene, propane gas, other gases and gas tanks, paints, varnishes and shellacs.
- Household chemicals in quantity.
- Perishable foods, canned goods, or containerized liquids of any kind including liquor, wine or beer and bottled water.
- Refrigerators, freezers or wine coolers, whether operable or not.
- Any other item or substance which reasonably could be construed to present a health risk, a fire risk, an explosion risk, a leakage risk, a risk of rot and decay, or a potential food source for vermin and unwanted pests.

The Association is not liable for nor shall it be responsible for the contents of any storage locker.

Owners may not alter the construction of a storage locker. All items must be stored within the locker and must not protrude through the top of the locker or be placed on top of the locker. Nothing may be left in the storage room halls or hung from the walls or rafters of the storage rooms. Items within the storage rooms that have been improperly stored or abandoned may be removed after due notice is given to the assigned Owner if an Owner can be identified. The Association shall not be liable for losses due to such removal.

A storage locker may not be rented by one Resident to another, nor may it be rented to or used exclusively by any person who is not a Resident of the Condominium. Storage lockers must be emptied and cleaned upon the departure of the Owner or Resident from the Condominium.

Residents must provide and maintain their own lock(s) for storage lockers. Building Staff will not unreasonably enter or intrude into an assigned storage locker without cause. However, should entry to a storage locker on Association business become necessary, the Association will not be liable for any claims, losses or damages as the result of said entry.

## **SUGGESTIONS AND COMPLAINTS**

Suggestions and complaints regarding building operations should be submitted in writing to the On-Site Manager. Please include your name, Unit number and contact information. Written comments and complaints will receive written responses. Suggestions and complaints can also be made at any open meeting of the Board and will be noted in the minutes of the meeting.

## **SWIMMING POOL AND POOL AREA**

The “pool area” generally comprises the swimming pool itself, the pool deck and the area enclosed by iron fencing around the perimeter of the pool area and the building facades adjacent to the pool area, strict adherence to these rules is required.

Swimming pool and pool area hours are 7:00 AM to 11:00 PM daily.

Residents are responsible for the actions of their invitees and guests. Invitees and guests must be accompanied by a Resident at all times. No pets are allowed in the pool or pool area.

Pool and pool area rules are posted. There is no lifeguard at the swimming pool and all swimmers SWIM AT THEIR OWN RISK. For your own safety the association recommends you do not swim alone. Jumping or diving into the pool is dangerous and is prohibited. Running or playing on the pool deck is dangerous and is prohibited. Children under the age of fourteen (14) must be accompanied by a responsible adult 18 years of age or older. Incontinent swimmers and swimmers who are not toilet trained must use swim diapers in the pool.

**THE ASSOCIATION ACCEPTS NO LIABILITY FOR CLAIMS, LOSSES, DAMAGES OR INJURIES TO ANY PERSON RELATED TO USE OF THE POOL OR THE POOL AREA OF THE CONDOMINIUM.**

### **Use of the Pool Area**

- Proper swimming attire must be worn when using the pool. Undershorts, cut-off jeans, tank tops and similar clothing are not acceptable when swimming. Respect the community.
- All persons going to and from the pool when attired for swimming or sunning must wear slippers or similar footwear and discreet attire in the elevators and common areas. Water must not be tracked into the common areas, lobby, elevators or hallways of the Condominium. Water tracking will be treated as a nuisance and may result in fines. SEE ENFORCEMENT POLICY.
- No regular group activities are allowed in the pool or the pool area. Special use of the pool

and pool area for social events is generally not permitted but may be considered on a case-by-case basis. Requests must be submitted to the On-Site Manager.

- Beverages and food may be consumed in the pool area but not in the pool itself. Glass of any kind or metal utensils are not allowed in the pool area. Trash and debris must be removed or placed in the containers provided.
- All devices used in the pool area must be manual or battery powered. No electrical appliances of any kind are permitted in the pool area due to the risk of electric shock.
- No smoking is allowed in the pool area.
- The furniture in the pool area is for outdoor use only. Cushions for pool furniture will be provided by the Staff upon request.
- Safe pool toys and floats are allowed in the pool area as long as they do not annoy others.
- Noise in the pool area must be kept to a reasonable minimum. Radios, music players and similar devices and musical instruments must be kept at an acceptable noise level so as not to disturb others in the pool area or Residents in their Units.
- Instructions as to unsafe behavior or nuisances in the pool area from the On-Site Manager or Staff must be followed IMMEDIATELY. Failure to do so may result in revocation of pool privileges or fines and penalties.

### **Community Grills**

- Community grills are placed in a specific part of the pool area as a convenience to residents. These are the property of the Association and must not be moved to other locations.
- Operate the grills in a safe manner. The grills are fueled by propane tanks which are provided by the Association. Please turn propane tanks off when use of the grill is finished.

### **TOWING POLICY**

The Association gives notice in these Rules and by posting on the Condominium property that, when an unauthorized vehicle is parked in an assigned Owner or Resident parking space, or when any vehicle is improperly parked on the Condominium property, the vehicle may be towed without notice to the owner. See also PARKING AND USE OF GARAGE.

If an Owner or Resident wishes to initiate towing of a vehicle from an assigned parking space, the Owner or Resident must complete and sign a waiver directing the On-Site Manager or Staff to tow the unauthorized vehicle. The Association reserves rights to tow when violations occur. When a vehicle is towed pursuant to these Rules, all costs and expense incurred shall be the responsibility of the vehicle owner. Towing shall be authorized on an individual incident basis only; there shall be no general authorization or contract given to a towing company.

The Association assumes no liability for claims, losses, damages or injuries resulting from Association action to enforce these Rules; and by parking a vehicle anywhere on the Condominium property Owners and Residents of the Condominium and their guests, invitees, contractors, and delivery or moving services agree to hold the Association harmless.

## TRASH

The condominium trash facilities consist of trash chutes contained in a trash room on each floor of the building except the ground floor, trash skips in a central trash room located in the garage, and receptacles for casual trash that are distributed throughout the property.

Resident cooperation is necessary in keeping ALL public areas of the Condominium clean, but most particularly the hallways, elevator lobbies, stairwells, and trash rooms located on each residential floor. These are the immediate areas in which your home resides, and their cleanliness reflects not only on you but on your neighbors as well.

Please dispose of your garbage in the trash chutes from 7:00 AM to 10:00 PM in consideration of noise that might affect other Residents.

- Combustible materials such as grease, paints, solvents or anything capable of combustion, or hazardous materials such as used batteries, electronic equipment, medical waste or household chemicals which might be dangerous to people or animals if improperly disposed of, should NEVER be put down the trash chutes. Contact the Staff for assistance in isolating and disposing of these materials.
- All garbage, trash and refuse from residential Units shall be wrapped in a plastic or plastic-lined bag and placed in the trash chute located on each floor. Food waste and wet garbage shall be disposed of using the Unit garbage disposal rather than in the trash containers whenever practical. Do not empty vacuum cleaner bags, loose sweepings or pet litter or wastes directly into the trash chutes. Please take care that nothing spills on the trash room floors. If spills occur, please clean them up or contact the Staff for assistance.
- Owners and Residents with oversize cartons or other items not suitable for the trash chute should call the Staff for assistance. These oversize items may be left in the trash rooms provided that notice is given.
- UNDER NO CIRCUMSTANCES MAY CONSTRUCTION DEBRIS BE DISPOSED OF USING THE CONDOMINIUM TRASH FACILITIES. Such debris must be removed from the property at the Owner's or Resident's cost by themselves or by their contractors.
- Residents are reminded to use receptacles provided in the Common Elements for the proper disposal of casual trash. No trash, refuse, debris or animal wastes are to be left anywhere on the Condominium property or grounds.

## USE AND OCCUPANCY RESTRICTIONS

The use and occupancy of multi-family residences are generally restricted by law and are further restricted by the Governing Documents of the Condominium to which Owners agree.

All Owners, Residents, Lessees and Tenants are required to complete an information form prescribed by the Association and to submit it to the On-Site Manager within thirty (30) days of occupancy. This form shall contain at a minimum the names of the residents of each unit including minor children; the number of residents; Owner or Resident contact information; the

type and number of pets in the unit; the make, model, year, color and license plate identification of each vehicle to be parked in the communal garage; and special medical or health requirements of any person in the unit for whom this information may be needed in emergency. It is the responsibility of each Owner or Resident to keep this information current. The Association will retain this information in a secure manner; but accepts no liability for incomplete, inaccurate or out-of-date information contained in such information forms.

Residents shall maintain their Units in a safe, clean and sanitary condition, and shall not permit such Units or the Limited Common Elements appurtenant thereto to become a public nuisance.

Each Unit must be used solely for residential use, and may not be used for commercial purposes or the operation of a business. This restriction shall not prohibit Residents from using their Unit for personal business or professional pursuits, provided that: (i) such use is incidental to the Unit's residential use; (ii) such use conforms to all applicable laws and ordinances; (iii) there is no external evidence of such use; and (iv) except as otherwise provided herein, such use does not involve visits to the Unit by the public, employees, suppliers, or clients for the purpose of conducting business.

In accordance with familial status under US Fair Housing law, no Unit may be occupied by more than two (2) persons per bedroom; and no room within the Unit may be counted as a "bedroom" when it is not designed or configured for use as such.

Residents may not keep or do anything within any Unit, Common Element or Limited Common Element of the Condominium that may be calculated to reduce the desirability of the Condominium as a residential community.

No person under the age of 18 years of age may occupy a Unit unless such occupancy is with an Owner or Tenant who is a parent, legal guardian, or designee in writing of such minor's parent or legal guardian. Owners must provide satisfactory proof of the ages and relationships among the occupants of such Owner's unit upon request of the Association.

Units may not be occupied by a person who constitutes a threat to the health or safety of other persons, or whose occupancy could result in substantial risk of physical damage to the property of others or to the property of the Association. Determinations of fitness for occupancy are the purview of the Board of Directors, subject to any and all recourses under law.

## **UTILITIES**

Residents are responsible for arranging electricity, cable, telephone and communications services for their own account and on their own recognizance. Units are separately metered for electricity and are separately wired for cable, telephone and communications service. Water and sewer service is provided by the Association and the cost of same is included in the monthly assessment or "maintenance fee" to Owners.

### **Electric Service**

Emergency electrical shut offs and electricity metering equipment for each residential Unit are

located in the electric rooms in the Condominium garage. Fuse boxes are located in each residential Unit. Should you experience difficulty with electrical supply, please contact the On-Site manager or the Building Staff immediately.

- DO NOT overload electrical systems within the residential units. Modifications to electric systems within residential units may not be made without submission of plans to and approval by the Board; and must be inspected for compliance with applicable building codes.
- Electric service to a residential Unit may not be voluntarily turned off or discontinued without prior permission of the On-Site Manager. Should a Unit be abandoned the Association will arrange for resumption of electrical service for the Owner's account or place a lien on the residential Unit to cover the cost of electrical service as need be.

### **Cable, Telephone and Communications Service**

Cable and telephone rooms with separate routing and connection equipment for each residential Unit are located on each residential floor of the Condominium. These Systems MAY NOT be altered without permission of the Board.

### **WATER FURNITURE AND HOT TUBS**

Water beds or water furniture are not allowed. These items present an unacceptable risk of damage to Units and the Common Elements due to potential leaks and excessive weight.

Similarly the installation and use of after-market hot tubs, whirlpools, or similar equipment (portable or permanently installed) in a Unit or on a balcony or terrace is prohibited. This rule does NOT apply to a customary bath fixture with water jets located within the Unit that is installed pursuant to all applicable plumbing codes. If not present in the Unit upon purchase, such installations must be noticed to the On-Site Manager prior to installation; and may be subject to inspection at the discretion of the Board. See REMODELING OR RENOVATION.

### **WATER LEAKS AND OVERFLOWS**

Owners are responsible for water damage to Common Elements and adjoining Units which originates from their Unit, including leaks or overflows of sinks, tubs, showers, toilets, dishwashers, clothes washers and hot water heaters, or activation of the fire sprinkler system.

**WATER LEAKS ARE ESPECIALLY DESTRUCTIVE IN LARGE BUILDINGS.**

- The Resident must attempt to shut off water at the source when a leak or overflow is discovered, or allow building Staff to do so. No liability will be assumed by the Association if the assistance of building Staff is requested by an Owner or Resident in this regard.
- Emergency water shut off valves for each residential Unit are located in the hallways above the Unit entry door.
- Emergency fire sprinkler system shut off valves are located in the stairwells of each floor. The master fire system pump controller is located in the SW pump room of the building garage. DO NOT attempt to operate these valves or controllers without expert assistance.
- If a leak or a plumbing failure in a residential Unit is controllable or uncontrollable, always inform the building Staff, On-Site Manager or our Management Company and

IMMEDIATELY contact for assistance in shutting off water to the unit if necessary. See EMERGENCIES.

## **WATER AND SEWER SERVICE**

Water and sewer service to residential Units is supplied by and paid by the Association as part of each Owner's regular maintenance fees. There is no separately metered facility for water service.

- Except in case of an emergency, Residents may not interfere with or interrupt the building's water lines, including water lines to an individual Unit, without the prior knowledge and consent of the Board.
- Residents requiring a voluntary water shutoff (such as for remodeling or renovation) must request same through the Association's On-Site Manager at least five (5) days in advance of the shutoff being required. The Association's plumbing contractor will perform all work relating to shutting off the building's water supply. Residents requesting a voluntary water shutoff will be responsible for reimbursing the Association for the cost of shutting off and restoring water service to the affected Unit.
- Cut-off of water service to a residential Unit is one of the remedies available to the Association in the event of non-payment of assessments. See ENFORCEMENT POLICY.

## **WINDOWS AND WINDOW SYSTEM**

The windows and exterior glass doors (including movable windows or "transoms") in residential Units of the Condominium are a shared responsibility between Owners and the Association. In general, interior glass is the responsibility of the Owner and exterior glass is the responsibility of the Association, with the provisos and restrictions set forth below.

**OWNERS SHOULD BE AWARE THAT THE COST OF REPLACEMENT GLASS AND ACCESS TO DAMAGED GLASS IN THE CONDOMINIUM'S WINDOW SYSTEM IS PROHIBITIVELY HIGH. EVERY CARE SHOULD BE TAKEN TO AVOID DAMAGING IT.**

INTERIOR window panes of double glazed windows or doors in residential Units are the responsibility of the Owner of the residential Unit EXCEPT when damage to same occurs from an EXTERNAL source not under the control of the Owner. In each case where a dispute exists as to the source of damage to an interior window, the judgment of the Board shall prevail. Broken and damaged interior glass pane(s) must be replaced at the Owner's expense, including the cost of access to and restoration of the aluminum window system containing the affected pane(s). If replacement of interior windows is required, Owners may not alter the color or appearance of the glass surfaces in Unit windows from the building standard and must use glass meeting specifications provided by the Association. If applicable, window mullions -- the decorative strips that divide a glass into smaller panes -- may not be removed during window restoration.

EXTERIOR window panes of double-glazed windows or doors and single-pane exterior windows in residential Units are the responsibility of the Association EXCEPT when damage to same occurs due to an act or omission occurring from WITHIN the residential Unit OR by act or omission of the Owner or Resident from a balcony or terrace to which the exterior glass pertains.

In each case where a dispute exists as to the source of damage to an exterior window, the

judgment of the Board shall prevail. In the case of Owner responsibility, replacement of damaged exterior glass must be made at Owner's expense; replacement glass must meet Association standards as interior glass described above; and the cost of access to and restoration of the aluminum window system containing the affected pane(s) will be at Owner's expense.

All window panes in Common Elements of the Condominium that are not attached to or contained within the boundaries of a residential Unit are the responsibility of the Association.

In the case of Association responsibility for replacing damaged glass, interior or exterior, all costs of replacement glass and the cost of access to and restoration of the aluminum window system containing the affected pane(s) will be at the Association's expense.

The aluminum window system containing all of the windows and exterior doors of the Condominium is the responsibility of the Association. The Association may configure, seal, gasket, and otherwise determine the components of this system and schedule repair and maintenance to the aluminum window system when required.

Repairs and maintenance to the aluminum window system and replacement of glass panes within will occur expeditiously and will not be unreasonably withheld; but may be subject to cost or scheduling constraints when access to the affected portions of the window system require cranes or staging to access them. In such cases the Association will work with affected Owners to plan and execute the most expeditious repair schedule that is reasonable and economically prudent. Owners will not unreasonably deny access to the Association or its contractors for inspection, repair or maintenance of any portion of the Condominium's window system.

No awnings, shades, shutters or storm doors shall be erected over, outside or above any exterior windows or doors of the Condominium. No exterior doors shall be removed, replaced or changed in any way by Owners or Residents.

Residents may install window treatments inside their Units, at their sole expense, provided that any window treatment, including drapes, blinds, shades, or shutters, must be neutral in color when viewed from outside the Unit. Aluminum foil and reflective window treatments are expressly prohibited. Window treatments must be maintained in good condition. The Association is not responsible for insurance coverage under its Master Policy for improvements installed either by Owners or by previous Owners. Owners must otherwise insure their improvements.

## VII. ENFORCEMENT POLICY

THE ASSOCIATION, ACTING THROUGH ITS BOARD OF DIRECTORS, IS CHARGED WITH THE ORDERLY MANAGEMENT OF THE CONDOMINIUM; AND MAY ASSESS FINES, PENALTIES OR ENFORCE OTHER REMEDIES UNDER THESE RULES IF VIOLATIONS OF ITS GOVERNING DOCUMENTS OR ITS RULES AND REGULATIONS OCCUR.

Owners and Residents are responsible for violations of the Association's Governing Documents or Rules and Regulations by themselves directly, or by their family members, dependents, co-habitants, Lessees or Tenants, guests, visitors, invitees, agents or contractors, or any other person whom they have permitted to enter into or onto the Condominium property.

Any complaint by a Resident which alleges a violation shall be made in writing and addressed to the Board of Directors. Complaints must be made in a timely manner. No complaint of a violation may be made if the alleged violation occurred more than ten (10) days prior to the date of the complaint. Complaints made by the Association are effective immediately.

If an Owner or Resident is alleged to have committed a violation or is otherwise liable for a violation, the following structured process will occur.

The Association shall give an Owner or Resident who is alleged to be in violation of or to have been in violation of the Governing Documents or the Rules and Regulations a written notice describing the violation, the date that the violation occurred or began, the amount of the proposed fine if any and advising the Owner or Resident that, not later than thirty (30) days after the date of the notice, a hearing before the Board of Directors may be requested in writing to contest the ruling; or if a continuous violation is alleged, the Board may allow the Owner or Resident a reasonable time, by a specified date, to remedy the violation.

A fine or fines as described below may be assessed immediately if the allegation of violation is not contested or, in the case of a continuous violation, if the violation is not remedied by the specified date.

If a request by the Owner or Resident for a hearing to contest a violation is received promptly, a hearing shall be scheduled on a date and time set by the Board of Directors. If such hearing results in a finding that an enforceable violation occurred and has not been remedied, a fine or fines as described below may be assessed immediately. Otherwise, the matter shall be closed.

### **Singular Violations**

If a violation consists of a single incident or separate incidents involving the same violation over a period of time, but not a continuous violation as determined at the sole discretion of the Board of Directors, after the first violation has been noticed to the Owner or Resident, the following fines may be assessed immediately and consecutively.

First Violation	\$200
Second Violation	\$300
Third Violation	\$500
Each additional Violation	\$1,000

## Continuous Violations

If a violation continues from day to day the following fines may be assessed immediately or from the specified date for remedy that was noticed to the Owner or Resident as described above, and may continue until the date that the violation is remedied, as determined at the sole discretion of the Board of Directors.

First Day of Violation	\$100 per day
Second Day of Violation	\$200 per day
Third Day of Violation	\$300 per day
Each additional Day of Violation	\$1,000 per day

## REMEDIES FOR NON-PAYMENT OF ASSESSMENTS

- Any monthly assessment levied by the Association which is not paid on or before the fifteenth (15<sup>th</sup>) day of any calendar month, shall be deemed delinquent and a late fee of \$100.00 will be assessed. Any special assessment which is not paid on before the thirtieth (30<sup>th</sup>) day from the date of the assessment, shall be deemed delinquent.
- Any late fees, fines, repair charge-backs, insurance deductibles, attorney fees, or other amounts due to the Association which are not paid on or before the thirtieth (30<sup>th</sup>) day from the date of assessment, shall be deemed delinquent.
- Delinquent accounts will be noticed to the Owner as soon as reasonably possible but not more than thirty (30) days after the account has become delinquent.
- If an Owner account is delinquent and notice to Owner has been duly given, the Association shall have the right, but not the obligation, (i) to each month assess a late payment fee on the delinquent amount at the rate of ten percent (10%) of the delinquent amount, such late payment fees to be consecutive and cumulative, and (ii) to disconnect or cause to be disconnected water service to the Unit, and (iii) to place a lien on the Unit for non-payment of Owner obligations until delinquent amounts due including late payment fees have been paid to the Association in full by cashier's check, money order or electronic transfer.
- If an Owner fails to remedy a delinquency after all reasonable measures to collect the delinquent amounts have been taken by the Association as described above, the Association retains the right to file for forfeiture or foreclosure on the Unit as described in law with the Association as the senior beneficiary of the remaining amount of default after the lender, if any; or to take possession of the property if wholly owned by the person or persons in default to the Association as a first lien holder.
- Should attorney's fees, court fees, or any related costs be incurred by the Association in collection of delinquent amounts from an Owner or in defending its right to enforce such collection, Owner agrees that such costs will be reimbursed to the Association by Owner unless a court of law directs otherwise.

## VIII. GLOSSARY

Definitions of terms commonly used in the Rules are provided below for convenience only. These definitions are limited (that is, they are a sub-set of the definitions provided in the Governing Documents) and are simplified (they may be worded differently than the definitions provided in the Governing Documents to improve comprehension) and are intended to assist Owners and Residents in their understanding of our Rules. In any dispute definitions of these terms in the Governing Documents, if any, shall prevail as written.

### **Association**

The Association consists of Owners who, by purchasing individual residential Units of the Condominium, collectively comprise The Tanglewood Condominium Owners Association, a non-profit corporation. When the Association is said to have acted or to have the right to act, this refers by inference to the Association's Board of Directors, who are empowered to act on behalf of all of the Owners in any matter regarding the Association unless a vote of the entire Association directs the Board to act otherwise or to alter the structure of the Association.

### **Condominium**

The physical building, fixtures and equipment of The Tanglewood and all of the property on which it resides, including the residential Units contained therein. The phrases "the building" or "the property" are sometimes used to refer to the Condominium and are interchangeable.

### **Unit**

A Unit is a deeded residence within the Condominium as originally specified in the Condominium Declaration. A Unit generally consists of the space within the perimeter walls, floors and ceilings of the structure of the Condominium and includes anything not of that structure, including drywall, paints, wall coverings, flooring and permanent floor coverings, interior doors, interior windows and window coverings, and plumbing, appliances, electrical wiring, and other systems which serve that Unit only.

Units are whole, individual entities under law and may not be subdivided or combined except by an extraordinary action of the Association. The use of parking spaces and a storage unit is commonly deeded to each individual Unit and rights of use are transferred upon sale of the Unit.

The Association has limited but highly defined rights to place constraints on the use of a Unit, which are defined in the Texas Condominium Act and the US Fair Housing Act. The terms "Residential Unit" and "Residence" are interchangeable with the word "Unit".

### **Owner**

An Owner is any person or entity that owns a legal interest in any residential Unit of the Condominium, subject to certain restrictions regarding the form of ownership. An Owner who is not a Resident is referred to as an "absentee Owner".

“Ownership” in the Condominium may be qualified as a single interest or as an apportioned interest based on the percentage of the square footage of the owned residential Unit to the total owned square footage of the Condominium, depending on the circumstance in which the word is used. In matters upon which a vote of Owners is needed or required, only one vote pertains to each Unit and only one Owner may cast that vote.

### **Lessee or Tenant**

A Lessee is any person or entity who possesses or enters into a lease or rental contract for use of a residential Unit within the Condominium. The words “Tenant” or “Renter” may be used interchangeably with the term “Lessee”.

### **Lessor**

A Lessor is an Owner who enters into a lease or rental contract for use of a residential Unit by another person or entity (a “Lessee”, “Tenant” or “Renter”. A Lessor may not be him or herself a Lessee.

### **Resident**

Any person who resides within the Condominium as an Owner or Lessee; and family members, dependents, co-habitants, guests and invitees of an Owner or Lessee who use the Condominium as their principal place of residence with the consent of the Owner or Lessee.

The words “Occupant”, “Tenant” or “Renter” may also be used to describe a Resident.

### **Common Elements**

Common Elements are those parts of the Condominium that are shared by all of the Residents.

These include the land, structure, lobby, elevators, offices, mail areas, restrooms, staff areas, bell areas and carts, fitness centers, pools and pool areas, general parking areas, visitor parking areas, stairwells, shared halls or hallways, doors and trim including flooring and walls and ceilings, common furnishings, the roof area, landscaped areas including dog parks, the pavements and any other area which is shared amongst the Residents communally and is open to access by all.

The term “Common Elements” may also be used to include any exterior surface of the building, the appearance or design of the Condominium, and the roof, exterior windows and window system, and balcony or terrace fittings of the Condominium.

### **Limited Common Elements**

Limited Common Elements are parts of the building which are communally owned or shared but to which access is restricted to less than the entire ownership; for example, the front doors of residential units and their framing, private balconies or terraces, deeded parking spaces within the communal garage and individual storage units within the communal storage areas. The Association has discretion to make rules regarding use of Limited Common Elements.

## **Common Systems**

Common Systems are those which provide air conditioning and heat, plumbing, or electricity to the common areas of the building, concrete floors or ceilings and load bearing walls or columns, building facades and window systems excepting interior glass, balcony and terrace railings, elevator service, garage door operation, security access to building doors, monitoring and recording of entry/access and building perimeters, exterior lighting, pool and fountain systems, sprinkler and water systems, common area smoke detectors, and certain communications services to the entire building. Dryer vent maintenance is included in the Common Systems.

If an item is mechanical or structural in nature and is outside of your unit (excepting equipment which serves only your unit) or is common to all of the Residents the building, it is a Common System.

## **Owner Systems**

Owner Systems include appliances, air conditioning and heating equipment, plumbing, electrical wiring, smoke detectors, security access, appliances, interior coatings or coverings, flooring, drywall or interior windows that reside within the interior of your Unit; or air conditioning compressors and equipment, plumbing, electrical or communications conduits serving only your Unit regardless of where located; or exterior balconies or terrace customizations. It is important to note that your front door is part of your Unit, although the Association will exercise control as to its appearance and fixtures through its APPEARANCE AND ARCHITECTURE rules.

If an item is mechanical or structural in nature and is within your perimeter walls, or if it serves your Unit only, it is an Owner System. The point of connection between Common Systems and the Owner Systems is the point at which the Owner becomes responsible.

## **Management Company**

The Board employs a third party to administer the Condominium property and the affairs of the incorporated Association on its behalf. The Management Company provides administrative, accounting, accounts payable, banking, legal, information technology, and other support services to the Association and typically employs the Association's On-Site Manager.

## **On-Site Manager**

The On-Site Manager is a building manager who may be employed by the Management Company or by the Association to provide on-site administrative services and staff supervision. The On-Site Manager will generally be present during days and hours to be determined by the Board of Directors and will be available in cases of emergency.

## **Staff**

The Concierges and Porter who serve the building (also referred to as the "Staff") are employees of a third party contractor retained by the Management Company or by the Association itself. Concierges provide courtesy and security services; the Porter provides cleaning and maintenance services. At least one member of the Staff will be available 24 hours a day, 7 days per week.

CERTIFICATION

I hereby certify that I am the duly elected and acting Secretary of The Tanglewood Condominium Owners Association, Inc. and that these Rules and Regulations of The Tanglewood Condominium Owners Association were approved by a majority vote of the Board of Directors, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

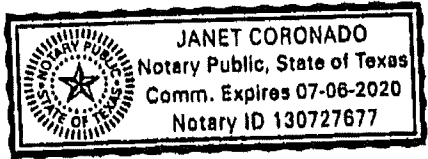
TO CERTIFY which witness my hand this 16<sup>th</sup> day of August, 2017.

**THE TANGLEWOOD CONDOMINIUM OWNERS ASSOCIATION, INC.**

By: Alicia G. Terry  
Printed Name: \_\_\_\_\_  
Its: Secretary

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF Harris   §

BEFORE ME, the undersigned notary public, on this 16 day of August, 2017 personally appeared Alicia G. Terry, Secretary of The Tanglewood Condominium Owners Association, Inc., known to me to be the person whose name is subscribed to the this instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity herein expressed.



Janet Coronado  
Notary Public in and for the State of Texas

RP-2017-394974

RP-2017-394974  
# Pages 51  
09/06/2017 10:53 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees \$212.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



*Stan Stanart*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2017-394974