



# **RULES AND REGULATIONS**

FOR

SETTLERS CORNER TOWNHOUSE ASSOCIATION

THE WOODLANDS, TX

Revised September 2025

## **PREAMBLE**

Provisions for the Rules and Regulations and the authority for their enforcement are contained in the Declaration of Covenants, Conditions and Restrictions of the Settlers Comer Townhouse Association (SCTA). This Declaration states the limitations, restrictions, conditions are covenants applicable to ownership and use of individuals units, as well as the Common Areas of the SCTA. These limitations, restrictions, conditions and covenants run with the land and are binding on all parties having acquired any right, title, or interest in the properties within the Settlers Comer Townhouse Subdivision Sections I and II.

These rules are designed to make living together pleasant and comfortable. Each of us not only has certain rights but also certain obligations to other residents. The courtesy and consideration for the rights of others are always mutually beneficial and objectionable behavior is not acceptable, even if such behavior is not specifically ruled against herein.

Each homeowner must accept responsibility for violations by their tenants, guests, children, or pets. Violations should be reported to the Resident Manager who will, when necessary, inform the Board of Directors for proper action. Your elected Board of Directors would be derelict in its responsibilities as would each owner/stockholder of Settlers Comer should we fail to demand compliance with the Rules and Regulations that follow:

## **RULES AND REGULATIONS.**

### **INTRODUCTION**

The Rules and Regulations of the Settlers Comer Townhouse Association are intended as a supplement to the Declaration of Covenants and Restrictions of Settlers Corner Townhouse Association. Each owner should have been furnished with a copy of this Declaration at the time of purchase from the owner's real estate agent. Those Homeowners that did not use a real estate agent and/or title company to purchase their Townhouse may obtain a copy of the Declaration of Covenants, Conditions and Restrictions from the RISE online website, in the documents folder.. Settlers Corner Declaration of Covenants is subservient to The Woodlands Residential Development Standards. Should there be any questions concerning which must be followed, the latter will always prevail.

## II. DEFINITIONS

- A. An adult is defined herein as any person eighteen (18) years of age or older.**
- B. Homeowner or Townhouse Owner** shall mean and refer to the recorded owner, whether one or more entities of title to any Townhouse Lot.
- C. Guests** are defined as visitors of the Homeowner or present tenant.
- D. Tenants** are defined as lessees of any Homeowners' unit.
- E. A Townhouse Lot** shall mean and refer to that portion of any one of the building locations shown on the plat of Settlers Corner, Section I and 2, that comprises a single-family Townhouse, including the garage, carport, courtyard, and rear patio areas located within the boundaries thereof
- F. Common Area, Limited Common Area, and General Common Area**
- G. Settlers Comer Common Area** shall mean that portion which is shown on the Settlers Comer recorded plat as Common Open Area and included all of Settlers Corner property except locations described as Townhouse Lots. The maintenance and operation of the Common Area deeded to the Corporation shall be the responsibility of the Corporation.
- H. Limited Common Area** refers to the driveways located between the street and the Townhouse Lot.
- I. General Common Area** shall mean and refer to all of Settlers Comer Common Open Area except driveways and Townhouse Lots.
- J. Use of the General Common Area.** The General Common Area shall not be used by Homeowners for the storage of supplies, building materials, personal property, trash or refuse of any kind, except common trash receptacles placed at the discretion of the Corporation.
- K. Covenants** shall mean and refer to the Declaration of Covenants, Conditions and Restrictions Settlers Comer, Section I and 2, The Woodlands.
- L. The Development Standards Committee** shall mean and refer to the committee created and established for the Woodlands pursuant to Article IX of the Woodlands Covenants.
- M. Courtyard** shall mean and refer to the open space of yard area within the boundaries of each Townhouse Lot located between the garage and the front of the Townhouse.
- N. Rear Patio Areas** shall mean and refer to the open space or yard area within the boundaries of each Townhouse Lot located between the rear fence area and the back of the Townhouse.
- O. Board of Directors.** All of the affairs, policies and regulations of the Corporation shall be administered by the Board of Directors of the Corporation consisting of not less than three (3) Directors.
- P. Corporation Settlers Comer Townhouse Association, Charter # 348403,** under the Texas Non-Profit Corporation Act for the purpose of administering the operation and maintenance of the Common Area and providing the other functions as set forth in the Covenants.

## III. USE OF TOWNHOUSES, TOWNHOUSE LOTS, AND COMMON AREAS

- A. Single-Family Residences.** All Lots in Settlers Comer shall be exclusively Townhouse residential lots. No Townhouse Lot or Townhouse Unit therein shall be used for anything other than single-family, private residential purposes. No commercial activity (including commercial or business open houses) shall be permitted or engaged in from any Townhouse Lot or garage. (Covenant Article VII Section 7.01)

**B. Leasing Rules and Prohibition on Short-Term Leasing and Community-Wide Leasing Cap.**

1. Definitions:

(a) For the purposes of these Rules, the term "Short Term Lease" (whether singular or plural), means and refers to leasing a Townhouse within the Subdivision for a Transient or Hotel Purpose.

(b) For the purposes of these Rules, leasing for a "Transient or Hotel Purpose" means leasing a Townhouse to any person:

- (i) in a manner or through any service to which Chapter 351 or Chapter 352 of the Texas Tax Code applies; or,
- (ii) who, during the life of the lease, does not receive or intend to receive their regular mail from the United States Postal Service at that Townhouse; pay for or intend to pay for all or part of the utilities for that Townhouse in their name; own the furniture, or a significant portion thereof, on that Townhouse; or, list or intend to list the street address for that Townhouse on their Form 1040, US Individual Income Tax Return, or other Internal Revenue Service forms for the applicable year. This list shall be interpreted as non-exhaustive. Additional factors establishing a Transient or Hotel Purpose may be considered by the Board of Directors in enforcing this provision.

2. A "Transient or Hotel Purpose" shall be found to exist in any instance where Section 1(b)(i) of these Rules applies. If Section 1(b)(i) of these Rules does not apply, but if one or more of the factors included in Section 1(b)(ii) of these Rules apply, or if there are any other factors that cause the Board of Directors to believe that a Transient or Hotel purpose exists or may exist, then the Board of Directors shall determine on a case-by-case basis whether such a Transient or Hotel Purpose exists.

3. Prohibition on Short Term Leases: Short Term Leases are prohibited in the Subdivision and shall not be permitted under any circumstances.

4. Leases Must Encompass Entire Lot: No Townhouse shall be leased unless the lease is for the entire Townhouse. Leasing individual rooms or areas in the same Townhouse to different tenants is prohibited as not being a single family use.

(a) Pursuant to the Fair Housing Act, 42 U.S.C. Â§Â§ 3601 et seq., upon request you are entitled to a reasonable accommodation for this prohibition if one is available.

5. Certain Advertising Prohibited: No Townhouse shall be advertised on Airbnb.com, VRBO, or a similar site or advertisement source for a Short Term Lease.

6. Tenant Information Required: Any Owner who leases their Townhouse for any period of time must provide the following information to the Association, within seven (7) days of the effective date of the lease:

- (a) The Townhouse Owner's offsite mailing address, and contact information including phone number and email address;
- (b) The names and contact information, including phone number and email address of the tenants who will reside at the Townhouse being leased;

- (c) The license plate numbers and make and model of the vehicles owned by the tenants who will reside at the Townhouse being leased, that will be present at the Townhouse during the period of the lease;
- (d) The number of residents, including all adults, children and dependents, who are authorized to reside in the Townhouse under the terms of the lease.



7. Lease Requirements: For any owner who leases their Townhouse the lease must be in writing and must specify the following

- (a) The tenant agrees to use the Townhouse solely for the purpose as a single family residence;
- (b) The Townhouse may be occupied only by persons whose names are specified in the lease agreement (with the exception of minor children related to the primary tenant listed on the lease agreement);
- (c) Neither the tenant, nor the Owner, may sublet or assign the leased Townhouse or any portion of the leased Townhouse;
- (d) Tenant specifically agrees to comply with the Declaration, Bylaws, Rules, and all other Governing Documents of the Association.

8. Owners Must Provide Governing Documents to Tenants: Any owner who leases their Townhouse must provide a copy of the Declaration, Bylaws, Rules, and all other Governing Documents to their tenant.

9. Tenant Communication: All tenant communication shall only be directed to the Association through the landlord/Owner of the Townhouse. A written assignment of such rights may be provided to the tenant or a personal representative, by the record Owner.

10. Owners are Responsible for their Tenants and Townhouse Residents: Owners are responsible for ensuring that their family, tenants, guests, and invitees comply with the Declaration, the Rules, and all other Dedicatory Instruments of the Association. The failure of a family member, tenant, guest, or invitee to comply will result in enforcement action against the Owner of the Townhouse associated with the family member, tenant, guest, or invitee.

- (a) Violation notices may be sent to both the Owner of the Townhouse as well as the tenant in order to obtain compliance.

11. Grandfather Provision: Any arrangement between any Owner of a Townhouse and a third-party that would otherwise qualify as a Short Term Lease, as defined herein, or a lease for less than the entire Townhouse that is already in existence at the time of these leasing rules were originally recorded on July 28, 2023, in the Real Property Records of Montgomery County was permitted to continue for one-hundred twenty (120) days from that date of redecoration. Any such arrangement that continues thereafter shall be considered a violation of this instrument.

12. Right to Legal Action to Enforce this Section: To enforce the provisions of this instrument, the Association shall have the right to undertake any action authorized by the Declaration and/or applicable law, including, but not limited to initiating legal action.

13. Severance: If any portion or provision of these LEASING RULES AND PROHIBITION ON SHORT-TERM LEASING is found to be illegal, invalid, or unenforceable, such illegality, invalidity, or lack of enforceability, shall not affect or impair the legality, validity, and enforceability of the remainder thereof, all of which shall remain in full force and effect.

14. Current Ongoing Leases: Nothing in this Community-Wide Leasing Limitation and Cap shall be read, understood, or interpreted, to prohibit any Townhouse Owner that was leasing their Townhouse on July 28, 2023 at the time this Community-Wide Leasing Limitation and Cap was recorded, from continuing to lease such Townhouse, so long as:

- (a) Such Owner complies with all other rules, regulations, and requirements for leasing Townhouses in the Subdivision, including (but not limited to) the LEASING RULES AND PROHIBITION ON SHORT-TERM LEASING; and,
- (b) Such Townhouse Owner complies with the requirements of Section 3 herein.

15. Leasing Cap: Subject to the terms, conditions, and provisions of this Community-Wide Leasing Limitation and Cap, no more than thirty-three and a third percent (33.3%) of Townhouses in the Subdivision may be leased at any one time.

16. Tenant Information and Grandfather Provision: All Owners in the Subdivision who are leasing their Townhouses at the time this Community-Wide Leasing Limitation and Cap (hereinafter the "Rule") was recorded on July 28, 2023 must, within sixty (60) days of the recording of this Rule, provide to the Association the documentation and information outlined, in Section 6, "Tenant Information Required."

- (a) All Owners who are leasing their Townhouse at the time this Rule was recorded on July 28, 2023, and who provide to the Association the documentation and information outlined, in Section 6 of the LEASING RULES AND PROHIBITION ON SHORT-TERM LEASING, entitled "Tenant Information Required," shall be considered "Grandfathered Owners." The leased Townhouses of Grandfathered Owners shall count against the percentage leasing cap, but in no event shall a Grandfathered Owner be prohibited from leasing as a result of the percentage leasing cap, for however so long as such Grandfathered Owner owns their Townhouse.

17. Association Authorization to Lease is Required: To ensure the percentage cap imposed by this Rule is not exceeded, no Owner in the Subdivision who is not a Grandfathered Owner may lease their Townhouse without first receiving the Association's written authorization. No Owner in the Subdivision who is not a Grandfathered Owner may lease their Townhouse until they receive written permission from the Association to do so.

- (a) Owners who wish to apply for authorization to lease their Townhouses must request such authorization, in writing, by contacting the Association's managing agent at the email address listed on the Association's most recently recorded Property Owners' Association Management Certificate.
- (b) Upon receiving a written request for authorization lease, the Association shall, within thirty (30) days of receipt thereof, notify the requesting Owner if the Community-Wide Leasing Limitation has been met and, in either case, if the Owner's request for authorization to lease their Townhouse has been approved or declined.

(c) In the event the Community-Wide Leasing Limitation is not met or exceeded, the Association shall not withhold authorization to lease from any Townhouse Owner in good standing.

18. Right to Legal Action to Enforce this Section: To enforce the provisions of this instrument, the Association shall have the right to undertake any action authorized by the Declaration and/or applicable law, including, but not limited to initiating legal action.

- C. **Improper Activity.** Immoral, improper, unlawful, noxious or offensive activity shall not be permitted on any Townhouse Lot or upon any of the Common Areas, nor shall anything be done or be permitted to be done thereon which may be or become an annoyance or a nuisance to the residents of Settlers Comer. (Article VT1 Section 7.03)
- D. **Party Walls.** The cost of reasonable repair and maintenance of Party Walls shall be shared by the Townhouse Owners who make use of the wall in equal proportions. However, a Townhouse Owner who by his negligence or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary repair and protection against such elements.

#### IV. VEHICLES PARKING AND TOWING

- A. **SCTA complies with Texas Law concerning non-consensual towing.** An authorized towing company is under contract. Driveways are SCTA Common Area, not Private Property of owners.
- B. **Parking Areas.** Homeowners and Tenants should use their driveway for their personal vehicles. The guest parking spaces in the Common Area are not intended for long term storage of homeowners, tenants, or guests vehicles. Guest parking spaces in common areas cannot be used for more than seven (7) consecutive days. A Homeowner, Tenant or guest vehicle is not allowed to take up more than one parking space in the parking spaces. The same rules apply to motorcycles. Improper parking in the parking spaces or street is a violation of the parking rules and such vehicles in violation will be towed at the owners expense.
- C. **Commercial Vehicles.** Parking spaces shall be used solely for passenger cars registered to residents of Settlers Corner, their guests, or invitees, only. Parking any vehicle or trailer on the street or grass is prohibited. Commercial vehicles shall not park overnight in driveways, Common Area parking, or on the street /grass, and will be in violation of SCTA Parking Policies. Vehicles that are disabled, not currently licensed, unregistered, without a valid inspection sticker, or are otherwise inoperable may not park on any street, grass, Common Area parking space or driveway within Settlers Corner. Vehicles with flat tires will be considered inoperable after three (3) days. Vehicles meeting these qualifications will be fined and/or towed and stored at the owners expense.
- D. **The Speed Limit is 20 MPH.** The speed limit in Settlers Comer is 20 MPH. All Texas traffic laws and Rules of the Road applied to Settlers Corner.
- E. **Violators that are observed breaking any Texas traffic law** will be subject to reporting the matter to the Montgomery County Sheriff's Office. Speeding, reckless driving and blatantly running stop signs on Settlers Comer property places all people at risk.
- F. **Liability of Children and Adults on Streets and Bike Path.** Settlers Comer is not responsible for the supervised or unsupervised playing of anyone in the streets, driveways, carports, or bike paths of Settlers Corner.

- G. Inoperable/Abandon Vehicles.** Vehicles that are disabled, not currently licensed, registered, or have a valid inspection sticker or are otherwise inoperable may not park on any street, parking pad or homeowner's driveway in Settlers Corner. Vehicles with flat tires will be considered inoperable after three (3) days. Inoperable vehicles will be fined and/or towed and stored at the owners' expense
- H. Other Vehicles.** Motor/mobile homes, buses, trailer homes, recreational vehicles, tractors, boats, semi-truck tractors, trailers of any kind, or other similar vehicles/equipment may not be parked more than 48 consecutive hours on any driveway, or Common Area parking space within Settlers Corner. Periodic movement of the vehicle for the purpose of circumventing this Rules establishes noncompliance to this Rule and will result in towing imposed at the owners expense.
- I. Vehicle Repairs and Maintenance.** Motor vehicles repairs other than emergency repairs may not be performed while the vehicle is parked on the street or in the parking pads. Only routine care will be permitted while the vehicle is in a Homeowner or Tenants' driveway. Major automotive repair is a violation and not permitted anywhere in Settlers Comer.
- J. Grass.** Parking is not permitted on any Common Area grass. Homeowners should instruct their guests, visitors, and service vehicles not to park on any grassy area. Parking on lawns, ditches, open space area, and dirt areas is a violation of this rule and not permitted.
- K. Driveways.** Driveways between each Townhouse Lot and the street, are reserved for the use of the Townhouse Owners of the respective Townhouse Lots to which same are appurtenant, to the exclusion of all other Townhouse Owners. (Section 3.06 of Settlers Comer Covenants). **Violation of this rule by a Homeowner or Tenant will result in the offending vehicle being towed immediatly at the owners' expense.** Parking in an absent Homeowners driveway will not be permitted unless the vehicle's owner can produce a written authorization from the absent Homeowner. Parking on the street (blocking) any Homeowners driveway is a violation and will not be permitted.
- L. Vehicles and Parking Violations.** Any and all parking and vehicle violations mentioned above are subject to towing and stored at the expense of the owner.

## V. PETS AND ANIMALS

- M. The General Rules** rules in this section were developed to make living together in Settlers Comer pleasant, safe, and comfortable for all. Rules are based on the Covenants of the Woodlands and Montgomery County Health Department Animal Restraint and Rabies Control Ordinance.
- N. Pets.** Owners in Settlers Comer may keep dogs and cats as domestic pets, subject to the limitations imposed in these Rules and Regulations. Owners in Settlers Comer may keep other animals commonly kept as domestic pets, such as birds, so long as such animals are restricted entirely to, and kept entirely within, the interior of the Owner's Townhouse. Fowl, barnyard animals, and livestock such as (but not limited to) chickens, roosters, hens, turkeys, geese, ducks, cattle and horses, are prohibited in the Subdivision.
- O. Dogs and Cats.** Not more than two domestic dogs and cats (combined total) may be kept per Townhouse. These animals are to be maintained as pets and not for commercial purposes.
- P. Pet Damage.** Pet owners shall be held responsible for damage caused by their pet(s) to any Common Area, neighboring Townhouses, and vehicles.

- Q. Injuries Caused by Pets.** Pet owners shall be held responsible for injuries caused by their pet(s) to other Townhouse owners, tenants, guests, visitors, children, other pets or employees, management, contract or service personnel of Settlers Comer.
- R. Sanitary and Health.** Pet owners are instructed to clean up after their pet(s) while on Settlers Comer Common Area property. Pet owners are to maintain an odor free Townhouse Lot to prevent offensive smells from affecting your neighbors and creating a health issue. Failure to comply constitutes a violation of the Rules and Regulations.
- S. Excessive, Continued, and Annoying Barking.** While all Homeowners have the right to own a pet, Homeowners don't have the right to constantly annoy their neighbors with excessive and continued barking from their pet. Homeowners should make every effort (including the use of electronic anti barking collars) to prevent their pet(s) from becoming a nuisance and an annoyance to their neighbors. Domestic animal problems between neighbors are not dealt with by the board. The issue must be resolved between the homeowners.
- T. Texas Leash Law.** Dogs are not permitted to run loose in Settlers Corner and are in violation if not secured by a leash while in the Common Area. Remember, clean up after you pet. The Woodlands Leash Law is a warning. The second offense is a \$200.00 fine the third offense is a \$500.00 fine.
- U. Cats.** Cats that run loose are subject to being reported to the Montgomery County Animal Control Center.
- V. Control of Pets Required.** Pets in the Subdivision must be kept under their Owner's strict control and supervision at all times. Any pet that is not on an Owner's Townhouse Lot must be controlled either through an attached leash or other similar item of physical control, or, if such pet is responsive to Owner commands such that the pet is controlled through such commands as if such pet were leashed, through the Owner's presence. No pet is permitted to present off of an Owner's Townhouse Lot unsupervised.
- W. Wildlife.** DO NOT FEED THE WILDLIFE. The food for squirrels and birds attracts possum, raccoons, skunks, etc., not to mention rodents and flies. It is very costly for your neighbor to have to call for the removal of animal or an extermination for a rat infestation. The Woodlands provides natural foliage that feeds the wildlife.
- X. Containment.** If your pets are in the courtyard or patio areas, make sure the latch is closed and secure. If your pet becomes loose, animal control will be called, and the Owner will be fined.
- Y. Pets and Animals Violations.** All pet and animal violations are subject to warnings, reporting the matter to the Montgomery County Control Center and/or Health Department and or legal action.

## VI. TRASH

- A. Storage and Collection.** Trash is collected every Wednesday with the exception of holidays that fall on Monday, Tuesday, or Wednesday. Then the trash will be collected on Thursday. Trash containers are not to be stored in carports or on any Common Area and must be stored from public view in Townhouse courtyards or garages. Time of pick up is between 7 AM and 7 PM.

- B. **Trash Containers.** All trash must be placed in a 96-gallon, or a 64-gallon container and recyclable items placed in a recycle bin. One container and one recycling bin are supplied by Waste Management. For repair or replacement call Waste Management 281-364-9390.
- C. **Placing and Retrieving your Trash Container.** Containers may be placed for pickup after 5:00 PM the day before and no later than 7:00 PM on the day of collection. Please retrieve your empty trash container and place it out of sight of public view the same day as trash collections. If you are going to be out of town on the day of collection, please arrange for a neighbor to place and retrieve your trash container. Leaving your trash container out at the street, in front of your carport, garage door, or in public view after the day of collection is in violation of this Rule and will result in a fine of \$25.00 for each infraction.
- D. **Bulk Trash Collection.** Large items such as furniture, appliances, boxes, building materials, etc. will be collected separately. Call Waste Management.
- E. **Management for bulk items.** Call 281-364-9390 four days prior to regular trash collection day. If the bulk items are not collected by Waste Management on the day of collection the Homeowner will be responsible for removing them from the Common Area, the same day. A fine will be imposed for noncompliance to this Rule.
- F. **Leaves and Other Combustibles.** The burning of leaves, paper, wood, or other combustible materials is never permitted in any Common Area or on Townhouse Lots. Illegal burning of any materials will be subject to severe penalties from Settlers Corner and The Woodlands Fire Marshall.
- G. **Littering.** Litter is trash that is not disposed of properly in a trash container. When it is in the container, it becomes garbage. Anywhere else, it's litter. Texas law lists items such as a cigarette butt, chewing gum, and an apple core as all litter, if it accidentally flies out of your vehicle it is still litter. The first offense in Texas is a \$200.00 fine. The second offense is a \$2000.00 and 180 days in jail. If it weighs more than 5 pounds, then it becomes illegal dumping. If you litter on Settlers Corner property you will receive a substantial fine commensurate with Texas law. Blowing leaves, pine needles, etc. from your courtyard into the Common Area or street (except the day the lawn service is here; making sure you blow your area before the workers get to your townhouse) is considered littering. There are no fine warnings for littering! People have been dumping all sorts of junk beyond their desks.

## VII. PROPERTY MAINTENANCE, DAMAGE, AND LIABILITY

- A. **Responsibility for Damages.** Homeowners, tenants, and their children, including guests and visitors and their children shall not mark, damage, destroy or remove any part of the exterior of any building, structure, fence, electrical fixture, sign, safety device, driveway, parking pad, or vegetation in any Common Area or Townhouse Lots. The responsible Homeowner shall pay the cost of restoring any property so affected. Such replacement or restoration must be to the satisfaction of the Board of Directors or the SCTA Manager acting on behalf of the Board. Damage to any of the above will also result in a \$100.00 fine.
- B. **Homeowners are further charged with the responsibility for any violation of the Rules and Regulations by any of their tenants, guests, visitors, or children.** It is therefore the Homeowners' responsibility to know that Tenants, guests, visitors, and children are fully acquainted with the Rules and Regulations. Pleading, "I did not know", or "no one ever told me," Is not an acceptable explanation for any rule violation.

- C. **Exterior Maintenance.** Exterior maintenance shall be performed by the Association and will extend only to maintenance and repair of normal wear and tear. Maintenance and repairs shall include repainting and repair of exterior walls, trim, eaves, fences, masonry walls, and lighting. Such exterior maintenance shall not include glass surfaces or townhouse front doors. The maintenance that will be performed on Townhouses will be authorized by the Board of Directors. (Covenants Article IV Section 4.02 and Article V Section 5.03)
- D. **The Association will not be responsible for exterior damage caused by casualty (casualty damage) or negligence.** Each Townhouse Owner shall be responsible for repair of any such casualty damage to their respective Townhouse. In the event any such Homeowner shall fail or refuse to repair any such casualty damage within thirty (30) days, the Corporation is hereby irrevocably authorized by such owner to repair such casualty damage, and the Corporation shall place a lien on the property to secure payment thereof in like manner as a lien to secure payment of assessments provided for in Article IV of the SCTA Covenants, with the right of foreclosure.
- E. **Right of SCTA to enter.** There is hereby reserved in favor of Settlers Comer (the Corporation) the right to enter upon all the Townhouse Lots and buildings located thereon for the purpose of inspecting and conducting a periodic program of exterior maintenance and repair. The Corporation refers to Settlers Comer contractors, management personnel and the Board of Directors.
- F. **Interior Maintenance.** The Association shall not be responsible for repairs within the interior of any Townhouse. Interior maintenance is the sole responsibility of the Homeowner to include maintenance of lawns, trees, shrubs, hedges, decks, and walkways in courtyards and rear patio areas. Front doors, garage door openers, and any glass structure, windows, or sliding glass doors are the sole responsibility of the Homeowner. Interior electrical wiring and plumbing are the Homeowners responsibility.
- G. **Foundation Slab.** The foundation slab is considered an internal component of the Townhouse and therefore, the Homeowners responsibility.
- H. **Garage Doors.** The repair of the Garage doors, caused by normal wear and tear is the responsibility of Settlers Corner. All costs for repair and/or replacement, caused by negligence or damage, for garage doors, the components, garage door openers and mechanisms are the sole obligation of the Homeowners. Please contact the management for instructions, as the door replacements must be kept in uniformity.
- I. **Owner's Maintenance Responsibility.** The responsibilities of the Townhouse Owner shall be to maintain, repair, and replace, at their expense, all portions of the Townhouse except exterior surface structures maintained by the Corporation. Homeowners are responsible for cost and repair of damage to exterior walls or roofs due to cable installation or satellite installation (Article V Section 5.01). Homeowners are responsible for the cost and repair of their neighbor's wall for damage, leaks, etc. caused by hanging plants, decorations, fountains, hoses, etc. Ask your neighbor first before attaching anything to their wall. Make sure all exterior water faucets are turned off to eliminate flooding.
- J. **Insects, Termite and Wood Destroying Insect Protection.** Homeowners are responsible for the treatment and protection of insects (roaches and mosquitoes), termite, and wood destroying insects (carpenter bees or ants) that are often found in their Townhouse. These types of insects can destroy the property and that of adjacent units. Therefore, owners are responsible for treatment and protection against this type of insect. They will be held financially responsible for damage caused by

non-treatment. Homeowners are advised to minimize the risk of termite infestation by maintaining all ground covering material and soil levels at least four inches below all exterior wood structures.

## VIII ROOFS.

- A. **The roof areas (including garage and carports).** These are off limits to all residents, guests, visitors, and children. The Association will not be liable for any injuries that result from anyone trespassing on Townhouse roofs. The only personnel authorized to be on Townhouse roofs are SCTA, management personnel, and service personnel hired by the Homeowner and must have insurance.
  
- B. **Obstructions.** In order that buildings can be properly repaired and painted, all obstructions too close or attached to the building must be moved away from the exterior walls by the Homeowner to the satisfaction of the maintenance contractors, prior to maintenance and/or painting. This includes shrubs, vines, bushes, trees, branches, flowers, and any manmade objects. If these objects are not properly removed by the Homeowner, it will delay maintenance work being performed on the Townhouse. SCTA assumes no responsibility for any damage to shrubs, bushes, flowers, vines or other impediments or objects that may be damaged during regular building maintenance or painting. Homeowners, tenants, guests, and visitors should move their vehicles away from any building being painted.
  
- C. **Vines and Climbing Plants.** Homeowners should not permit vines, climbing vines and climbing plants to invade the brick walls and any outside surface of the Townhouse or garage. Vines and climbing plants undermine the integrity of these structures causing damage.
  
- D. **Building Additions/Attachments.** SCTA does not install appurtenances such as sunshades, awnings, rain gutters, downspouts, room additions, etc. on buildings. They are installed by the Homeowner and are the Homeowners' responsibility to remove, repair, or replace. Moreover, any installation of such appurtenances requires prior approval from SCTA and/or the Woodlands Residential Design and Review Committee (RDRC).
  
- E. **Alterations.** Any Homeowner or previous Homeowner that altered any part of the original exterior structure of any Townhouse assumes responsibility for the cost of repair and maintenance of such structure. The Homeowner will be required to pay the Association any costs to repair and/or paint such structures. If the structure impedes maintenance contractors, from assessing original structure of the Townhouse for regular repairs, or possesses a safety hazard to maintenance contractors, it must be removed by the Homeowner prior to any maintenance work being performed. Current Homeowners automatically assume this responsibility from any previous Homeowner who caused any such structural changes.
  
- F. **Outdoor Antennas, Satellite Dishes or Cable Lines.** Outdoor antennas, roof top satellite dishes, or cable lines on exterior walls are permitted provided the Homeowner makes every attempt to conceal the antennas, dish, and cable lines as best as possible from public view. Installation of such devices that results in a water leak to the interior or damage to the exterior walls or roof structure of the Townhouse is the Homeowners' responsibility for cost and repair of damage.
  
- G. **Privacy and Concealment Screening.** All clothes lines, equipment including, but not limited to, building, yard equipment, sports equipment, trash containers, storage piles, toys, bikes, wood structures, and furniture shall be kept in the garage, courtyard or rear patio area away from public

view. All rubbish, trash, and garbage shall be removed from Townhouse Lots on a regular basis and not allowed to accumulate thereon creating a health or fire issue.

- H. **Carports.** Only vehicles and firewood may be stored in carports in an orderly manner. No other objects may be stored or viewed from the street in carports. No exceptions! Decorative ornaments are limited to four (4) items and only on the side beam of the carport. Items handed in front or back of the carports must be removed. Decorative ornaments are limited to four (4) items in any common area. Hanging lights other than a security light are not permitted to hang or be attached to the carport beams. Lights hung during the holiday weeks are an exception. But they must be removed during the first week of the year.
- I. **Signs and Flags.** A sign or flag is any placard, banner, decorative flag, or promotional device. Seasonal Flags (example: St. Patrick's Day, Halloween) are permitted for a period of one week before the holiday. Decorative flags are not allowed. American and Texas flags allowed but Homeowners are asked to limit to the appropriate holidays. Flag poles are not permitted in Common Area. For Sale or For Rent signs may be displayed from upstairs or downstairs windows, or courtyard gates. Signs are not to be placed on exterior parts of gates.
- a. Townhouses or garages. Signs are not permitted on any Common Area except those signs placed by the Association.
  - b. Beware of Dog signs may be posted on the courtyard gates. These signs shall be metal and limited to a total area of no more than twenty (20) square inches.
  - c. Youth Activity signs promoting school or youth activities should be placed in Townhouse Lot courtyards. They may be temporarily placed ten feet outside the Townhouse Lot gate for 30 days; however, they must be placed back in courtyards after such period expires. Signs must be four square feet or less in size.
  - d. Political signs follow the same standard as Youth Activity signs
  - e. **For Sale or For Rent signs.** These signs must only be displayed from upstairs or downstairs windows, or courtyard gates. Signs are not to be placed on exterior parts of Townhouses or garages.
  - f. **Flags for Religious Beliefs:** Any Flag that is a display or reflects a resident's sincere religious beliefs is also allowed under this provision. However, the Association remains the right to remove any flag that threatens the public health or safety, violates the law, contains any language or displays something that is patently offensive, or is installed on property owned by the Association or by the city.

## IX Water and Plumbing

- A. **Responsibility.** The water District MUD #6 is responsible for maintaining water mains up to and including the main meters in the common area. Settlers Comer is responsible for water lines from the main meters to where the line enters the Townhouse. Thereafter, it becomes the Homeowners' responsibility. Homeowners are responsible for the protection of outside faucets and valves from freezing during cold weather. Settlers Comer will replace outside faucets and valves when they

become faulty. It is the Homeowners' responsibility to immediately notify the Association of any leaks.

- B. **Sink Faucets and Commodes.** It is the Homeowners' responsibility to make immediate repairs to sink faucets if leaking and to toilets that constantly run. The excess water use for faulty faucets and commodes is a major expense to all Homeowners. Increases in water invoices caused by unaddressed leaks will be assessed on the account of the unit owner causing the increase.
- C. **Water Heaters.** Hot water heaters should be inspected and replaced, if necessary, if they are ten years old or more. Hot water heaters are the Homeowner's responsibility.

## **X Electrical.**

- J. **Black pole security lights.** Entergy maintains these lights, the that border the street.
- K. **Responsibility.** Entergy is responsible for electrical mains up to, but not including, the outside main breaker boxes located on garages. There is one main outside breaker box for each multi-unit building
- L. **Inside and Outside Breaker Box.** The Townhouse Owner is responsible for the cost of repair or replacement of maintaining their inside and outside breaker boxes, the main lead from the outside breaker box to the inside breaker box, and all interior electrical wire to include the inside breaker box. Inside and/or outside breaker boxes require repairs or replacement be performed by a bonded electrician. A good indication that the outside breaker box needs to be replaced is if a power outage inside the townhouse occurs 2-3 times within a one-month period.
- M. **Common Area I Townhouse Lighting.** Settlers Corner responsibility for maintaining outside lighting is limited to perimeter lighting on exterior brick walls, outside garage lights, and wiring to these lights to include photocells. Homeowners are only permitted to use white lights at front door and in security light outlets.
- N. **Fireplaces and Fire Devices.** The maintenance and cost of repair or replacement of the interior fireplace and chimney chutes is strictly the Homeowners responsibility for those townhouses with built-in fireplaces. The exterior siding, covering the chimneys, is the responsibility of SCTA. It is not permitted to use inside the townhouse, any portable stoves, fireplaces, or any other fuel-burning devices for heating and cooking purposes. Fire torches are not permissible in the Common Area, courtyard, or patio areas as they pose an extreme fire hazard. When using these devices in courtyards, they must be placed more than six (6) feet away from any exterior wall or fence.

## **XI Common Area Grounds Keeping**

- A. ALL COMMON AREAS ARE THE RESPONSIBILITY OF SETTLERS CORNER TOWNHOUSE ASSOCIATION. Homeowners and tenants may assist in this, however, any landscaping work in common areas should be by prior arrangement and approval of SCTA
- B. **Storage.** Storage of any kind is not allowed in the Common Area.
- C. **Destruction of any Common Area.** The intentional and unauthorized destruction of any Common Area vegetation (trees, plants, shrubs, grass, etc.) within Settlers Comer will result in a \$100.00 fine.

Moreover, Settlers Comer will restore the destroyed area and charge the Homeowner the costs for this process. If the fine and costs are not paid within 30 days, a lien will be placed on the property to secure payment and an additional amount for collection will be charged to the Townhouse Owner.

- D. **Destruction of Common Area Property.** The intentional destruction, mutilation, theft or defacing of any Settlers Comer Property will result in a fine and/or arrest of the violator. The violator and/or Townhouse Owner will be responsible for the costs of repairing, replacing, or correcting the property in question to the satisfaction of Settlers Comer. The Corporation shall place a lien on the property to secure payment.
- E. **Responsible watering of the Common Area** This activity by Homeowners and tenants, when needed, is appreciated.
- F. **Streets and Sidewalks.** SCTA is responsible for street and sidewalk maintenance within Settlers Comer Common Area or for major repair as a capital improvement. Settlers Comer is not responsible for sidewalks inside Homeowner courtyards.
- G. **Drainage.** Texas law and Woodlands RDRC requires that Homeowners ensure that the placement of any improvement or landscaping does not halt or materially impede drainage flowing off of a neighboring tract and does not redirect the flow or significantly increase the amount of water flowing onto a neighbor's tract. Enforcement of this requirement is by the affected property owner.
- H. **Maintenance Building.** For safety purposes, the fenced area that houses Settlers Comer work area is off limits to all Homeowners, tenants, guests, visitors, and children. Authorized personnel that may enter this area include Settlers Comer contractors, management personnel, Board of Directors, and monitored delivery personnel.
- I. **Mailboxes.** Mailboxes are the property of the United States Postal Service. They are not to be tampered with in any way. It is a violation to place flyers or advertisements in any personal mailboxes except by a U.S. postal employee
- J. **Front Gates.** Front gates are the responsibility of Settlers Comer unless altered in any fashion, design or material from the original structure. Approval will have to be obtained by SCTA for any changes made to a gate.
- K. **Townhouse Improvements.** Any improvements or betterments to the exterior of Townhouses, courtyards, and rear patio areas must be approved, in writing, by Settlers Comer and the Woodlands Residential Design Review Committee. No structure is permitted to be attached to the exterior walls of the Townhouse. Particular attention should be made when changing the surface material (i.e. wood to concrete and vice versa) of courtyards and rear patio areas. Approval must be obtained by Settlers Comer and/or The Woodlands Residential Design Review Committee for changing the configuration of any window or patio door.

## **XII. ASSESSMENTS FOR MONTHLY MAINTENANCE, INSURANCE AND CAPITAL IMPROVEMENTS**

- A. **Purpose.** Assessment levied by SCTA shall be used exclusively to promote the health, safety, and welfare of the residents in Settlers Corner and, in particular, to improve and maintenance the

property, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area and of the Townhouses therein. Article IV Section 4.02 of the Covenants.

- B. **Monthly Maintenance Assessment.** Assessed for management, maintenance personnel, subcontracting services, maintenance supplies, and other services required to include repair street and sidewalks, lawn service, caring for grounds, water, sewer, landscaping, fences, masonry wall, lighting, and maintenance of exterior walls of the Townhouse, taxes and services of a CPA.
- C. **Monthly Insurance Assessment.** Each Homeowner is assessed equally an amount to cover costs for hazard, liability, Workmen's Compensation, 1 Directors and Officers insurance, and bond insurance. It is billed to each Homeowner in a monthly insurance assessment. The amount can vary each year depending on our insurance contracts, so the monthly assessment will vary accordingly.
- D. **Special Assessments for Capital Improvements.** In addition to the annual assessments, the Corporation may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area. Article IV Section 4.4 of the Covenants.
- E. **Special Assessments for Capital Improvements.** These may include, but not limited to, road resurfacing and/or repair, and unexpected common area repairs. Uniform Rate of Assessment. Article IV Section 4.05 of the Covenants state that both annual and special assessments must be fixed at a uniform rate for all Townhouse Lots.
- F. **Uniform Rate of Assessment.** Article IV Section 4.05 of the Covenants state that both annual and special assessments must be fixed at a uniform rate for all Townhouse Lots.
- G. **Management Agreements.** Each Owner of a Townhouse Lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Corporation as stated in the Covenants Article V Section 5.05.

### **XIII CREATION OF THE LIEN AND PERSONAL OBLIGATION - ARTICLE IV OF THE COVENANTS**

- A. The Developer for each Townhouse Lot, within the property, hereby covenants, and each Homeowner, by acceptance of a deed thereto, whether it shall be so expressed in any such deed, is deemed to covenant, and agree, to pay to the Association monthly assessments or charges, and special assessments, as required, such assessments to be fixed, established and collected from time to time as hereafter provided. The monthly and special assessments, together with such interest thereon and costs of collection thereof, including reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the Townhouse Lot against which each such assessment is made. Each such assessment, together with such interests, costs, and reasonable attorney's fees, shall also be the personal obligation of the Homeowner of such Townhouse Lot at the time when the assessment falls due. Mortgage Companies. The holder of the first mortgage upon any Townhouse Lot shall be entitled to written notification of any default in assessments by any Townhouse Owner after 30 days.
- B. Schedule for Non-Payment of Assessments. Payments are due on the 1st of each month and considered late if not received by the 15th of each month.

#### **XIV GENERAL PENALTIES FOR VIOLATIONS OF RULES AND REGULATIONS**

- A. All violations of the Rules and Regulations may be subject to review by the Board of Directors. Violations of the Woodlands Residential Development Standards, to which Settlers Comer is subservient, may be reviewed by the Board of Directors and referred to The Woodlands Residential Development Committee for review and action.

#### **XV Infractions of the Rules and Regulations shall generally be handled in the following manner:**

- A. Enforcement. The Board of Directors and/or the Association Management acting on behalf of the Board will enforce violations of the Rules and Regulations.
- B. The Board will discuss with the unit owner and or SCTA's management company will send a violation letter. If the Homeowner or Tenant continues to violate the Rules and Regulations (30) days, the
- C. SCTA Board of Directors is empowered to take legal action, to include civil court, file Liens, and employ other appropriate legal processes to include Foreclosure. If A Lien is filed the Homeowner is responsible for the cost of filing the lien. If the SCTA attorney is required to intercede, the Homeowner will responsible for attorney fees plus court costs.
- D. Homeowners are responsible for their tenants, guests, visitors and children's actions. Therefore, any violation of the Rules and Regulations the Homeowner will be held responsible.
- E. The Corporation, and any Townhouse Owner, shall have the right to enforce all of the Covenants. In addition, the Corporation, including the Board of Directors, employees, contract personnel, and management, shall have the right to enter the Property of any Townhouse violator and correct the violation, or to require the same to be corrected as per Article IX Section 9.06 of the Covenants.
- F. Appeal. All Homeowners can appeal any action taken by the Board of Directors by written notice to SCTA c/o Rise Association Management Group, LLC, 3131 Eastside Street Suite 130 Houston, TX 77098
- G. Homeowners are encouraged to attend the Annual Board Meeting to discuss any situation that is important to them. The Annual Board Meeting is held at the Community Center the third Thursday in June and the meetings begin at 7:00 PM.

#### **XVI Important things to remember**

- A. **How to Contact Settlers Corner:** Settlers Comer Townhouse Association has no physical office. Contact our management company RISE. The contact information is 3131 Eastside Street, Suite 130, Houston, TX 77098, Phone: 713-936-9200, Email: [support@riseamg.com](mailto:support@riseamg.com) **Work orders** should be submitted online using your RISE account via the secure Rise Association Management Group, LLC **website** at:

<https://rise.cincwebaxis.com/>

Or via the new RISE application that can be installed on your smartphone. If you do not have access to a computer or “smart mobile device”, you may **call RISE at (713) 936-9200) or email [support@riseamg.com](mailto:support@riseamg.com) to request repairs.** All work orders are still called to the attention the SCTA board for evaluation

- B. **Current Rules and Regulations.** These Rules and Regulations are updated, revised or otherwise amended, from time to time. Always be certain that you have the most current set of Rules and Regulations. The most recent version is online at RISE.
- C. **Changes by Previous Owner.** Purchases of a previously occupied property sometimes bring surprises to the new owner. They are disturbed when they receive notice that the previous owner made an unapproved alteration or addition, and they are now in violation of the Covenants and/or the Rules and Regulations. Current owners are responsible for any existing violation. When purchasing a home in the Woodlands, ask your seller for a Resale Certificate, which will inform you of any existing violations of the Covenants or Rules and Regulation.
- D. **Covenants Protect Neighbors.** All property owners and tenants are subject to the Covenants and have agreed to comply with them. In sum, they rely on their neighbor's promises that they too will comply. Most problems can be resolved, and unnecessary complications avoided by a thorough understanding of the Covenants and the Rules and Regulations.
- E. **Residential Plan Approval.** The Rules and Regulations require that the placement, construction, or alteration of any temporary or permanent structure or improvement on a lot with an existing Single-Family Dwelling must have the prior written approval of the Settlers Comer Townhouse Association and/or the Woodlands Residential Design Review Committee (RDRC). Covered projects include, but are not limited to, building additions, exterior color changes, fences, play structures, decks, paving, patio structures, garage conversions, lighting, spas, storage buildings, arbors and any changes made to the Common Area.