

**Rules and Regulations**  
**Cedar Mill Condominiums**  
 (Revised December 1997)

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**Table of Contents**

Rule		Page
Rule 1: Enforcement		1
Rule 1(a):	Complaints	1
Rule 1(b):	Liability for Conduct of Others	1
Rule 1(c):	Violation Notices	1
Rule 1(d):	Response to Violation Notices	2
Rule 1(e):	Formation of a Rules and Regulation Review Committee	2
Rule 1(f):	Imposition of Fine	2
Rule 1(g):	Obligation for payment of Costs and Expenses Resulting from Violations	3
Rule 1(h):	Security For Performance	3
Rule 1(i):	Returned Check Charge	3
Rule 2: Health, Safety, and Welfare of Occupants and Visitors		3
Rule 2(a):	Vacant Units	3
Rule 2(b):	Use of Common Elements	4
Rule 2(c):	Small Vehicles, Personal Effects, and Paraphernalia	4
Rule 2(d):	Supervision	4
Rule 2(e):	Liability For Conduct of Children	4
Rule 2(f):	Children Defined	4
Rule 2(g):	All Occupied Units Must Have Electrical Service	4
Rule 2(h):	Stealing Electricity from the Association	5
Rule 3: Pets and Other Animals		5
Rule 3(a):	Household Pets	5
Rule 3(b):	Other Animals	5
Rule 3(c):	Restraint of Animals	5
Rule 3(d):	Exercise of Animals; Excretion	6
Rule 3(e):	Litter Boxes	6
Rule 3(f):	Removal of Animals	6
Rule 4: Leases		6
Rule 4(a):	Required Lease Provisions	6
Rule 4(b):	Copy of Lease to Association	7
Rule 4(c):	Check in to Management Office	7
Rule 4(d):	Liabilities	7

Rule 4(e):	Surrender of Use of General Common Elements by Lessor	7
Rule 4(f):	Enactment Procedure	7
Rule 5:	Balconies and Patios	8
Rule 5(a):	Maintenance	8
Rule 5(b):	Furniture and Decorative Items	8
Rule 5(c):	Cooking	8
Rule 5(d):	Modifications	8
Rule 5(e):	Lights	8
Rule 5(f):	Plants and Watering	8
Rule 6:	Modifications	9
Rule 6(a):	Prior Approval of Modification Required	9
Rule 6(b):	Interference With Structural Soundness	9
Rule 6(c):	Interior Modifications	9
Rule 6(d):	Exterior Modifications	9
Rule 6(e):	Submission of Plans and Modifications	9
Rule 6(f):	Expenses of Expert	10
Rule 6(g):	Decisions as to Plans and Specifications	10
Rule 6(h):	Removal of Modifications	11
Rule 7:	Maintenance and Repair	11
Rule 7(a):	Duty to Maintain	11
Rule 7(b):	Debris; Waste Disposal	11
Rule 7(c):	Lighting	12
Rule 7(d):	Patio and Balcony Decorations	12
Rule 7(e):	Maintenance Rights of Association	12
Rule 7(f):	Plumbing	12
Rule 7(g):	Failure to Maintain Unit	13
Rule 8:	Insurance	
Rule 8(a):	Insurability	13
Rule 8(b):	Unit Insurance	13
Rule 9:	Noise	14
Rule 10:	Window and Door Coverings	14
Rule 10(a):	Draperies and Curtains	14
Rule 10(b):	Reflective Coverings	14
Rule 10(c):	Burglar Bars	14
Rule 10(d):	Other Coverings	14
Rule 11:	Waste Disposal	15
Rule 12:	Antennas and Electrical Equipment	15
Rule 12(a):	Installations	15
Rule 12(b):	Usage	15
Rule 13:	Parking and Vehicular Traffic	16

Rule 13(a):	Condition of Vehicle	16
Rule 13(b):	Parking Permits	16
Rule 13(c):	Visitor Parking	16
	Guest/Visitor Parking	16
	Assigned Parking	16
Rule 13(d):	Other Parking Violations	16
Rule 13(e):	Disclaimer for Towing	17
Rule 13(f):	Assigned Parking	17
Rule 13(g):	Guest Parking	17
Rule 13(h):	Obstruction	17
Rule 13(i):	Prohibited Parking	17
Rule 13(j):	Unused or Inoperable Vehicles	17
Rule 13(k):	Washing or Repair of Vehicles	18
Rule 13(l):	Maintenance of Parking Area	18
Rule 13(m):	Motorbikes; Small Vehicles	18
Rule 13(n):	Traffic Control Signs	18
Rule 13(o):	Removal of Unauthorized Vehicles	19
Rule 13(p):	Access Gates	19
Rule 13(q):	Driving Violations	19
Rule 14:	Signs	20
Rule 15:	Vacant Units	20
Rule 16:	Pool Usage	20
Rule 16(a):	Assumption of Risks	20
Rule 16(b):	Closed Hours	21
Rule 16(c):	People	21
Rule 16(d):	Persons Entitled to Use	21
Rule 16(e):	Prohibited Objects	21
Rule 16(f):	Behavior	22
Rule 16(g):	Additional Rules	22
Rule 17:	Alarm and Limited Access Systems	22
Rule 18:	Use and Occupancy	22
Rule 18(a):	Residential Only	22
Rule 18(b):	Commercial Activities Prohibited	22
Rule 18(c):	Limit on Residents Per Unit	23
Rule 18(d):	Mineral Operations	23
Rule 19:	Responsibility for Conduct of Guests and Invitees	23
Rule 20:	Garage Sales	23
Rule 21:	Trash Collection Policy	23
Rule 22:	Vandalism	24
Rule 23:	Special Exemption Request	24

Rule 24:	Miscellaneous	24
Rule 24(a):	Definitions	24
Rule 24(b):	Purpose and Construction	25
Rule 24(c):	Severability	25
Rule 24(d):	Gender and Grammar	25
Rule 24(e):	Titles	25
Rule 24(f):	Amendment	25
Rule 24(g):	Notices	25
Rule 24(h):	Rights and Remedies	26
Rule 24(i):	Effective Date	26
Rule 24(j):	Notice of Purchase	26
Rule 24(k):	Notice of Change of Address	26

**CEDAR MILL RULES AND REGULATIONS  
REVISED DECEMBER 1997  
(PLEASE NOTE DEFINITIONS UNDER RULE 24(a))**

**Rule 1  
Enforcement**

In addition to all rights and remedies conferred by the Declaration or by applicable law, the following procedures, rights, and remedies are hereby established for enforcement of the Declaration and of the Rules and Regulations:

**THE RULES AND REGULATIONS WILL BE ENFORCED BY CEDAR MILL CONDOMINIUM HOMEOWNERS ASSOCIATION AND/OR THE PROPERTY MANAGEMENT COMPANY CONTRACTED BY THE ASSOCIATION.**

**Rule 1(a): Complaints.**

The Managing Agent of the Property shall make periodic inspections of the Property for the purpose of noting any violations of the terms and provisions of the Declaration and/or these Rules and Regulations. Complaints by any Owner concerning servicing of the Property and/or the observance, performance, and/or violation of the terms and provisions of the Declaration and/or these Rules and Regulations shall be made in writing to the Managing Agent, the Board of Directors, or any Officer of the Association. Complaints or instructions are not to be given by owners directly to on-site employees. If a genuine emergency requiring immediate corrective action prevents submission of a written complaint, the complaint may be oral; oral complaints must be followed within two business days by a written memorandum confirming the complaint itself, the time it was made, the name of the person receiving it, and the response of that person.

**Rule 1(b): Liability for Conduct of Others.**

Each Owner and/or Resident shall be jointly and severally liable for the observance and performance of all of the terms and provisions of the Declaration and these Rules and Regulations by all members of the Owner's and/or Resident's family, including children, and by all tenants, guests, agents, and invitees of such Owner and/or Resident.

**Rule 1(c): Violation Notice.**

Upon the noting or making of a complaint as above provided, and unless the Board of Directors determines otherwise, the Managing Agent or legal counsel for the Association shall promptly give written notice of each separate violation to the Owner(s) and/or Resident(s) involved. Such notice shall request the violation(s) involved be cured not more than ten (10) days from the date of such notice, and shall advise that a fine of SEVENTY-FIVE DOLLARS (\$75.00) shall be imposed

unless the recipient requests a meeting with the Board of Directors regarding same as provided in these Rules and Regulations.

**Rule 1(d): Response to Violation Notice.**

Any party to whom a violation notice is directed shall be obligated to respond thereto within ten (10) days of the date of such violation notice. Such response shall be in writing, dated, and directed to the Managing Agent, the Board of Directors, or any Officer of the Association. If no response is made as aforesaid, each party obligated to make such response shall be deemed to have acknowledged all matters set forth in the violation notice. If a response is made, the Board of Directors shall set a date, time, and place for a special meeting of the Board of Directors for determining all matters raised by the response and give notice thereof to the party or parties filing such response. In addition, the Board of Directors may request that such additional supplemental written response and/or other documentation as shall be deemed necessary in the opinion of the Board of Directors to determine all matters set forth in the violation notice be submitted at or before such meeting. Any party or parties involved shall be entitled to attend and be heard at such meeting.

**Rule 1 (e) Formation of a Rules and Regulation Review Committee:**

At the Board discretion, a Rules and Regulation Review Committee may be established with two or more Board Members and/or Owners to review appeals submitted by owners. Such a committee can be established or dissolved by a majority decision by the Cedar Mill Board of Directors. The Committee will review the appeal and issue a recommendation to the Board of Directors.

**Rule 1(f): Imposition of Fine.**

Each Owner and/or Resident found to have committed, or who is responsible as provided in any of these Rules and Regulations for, a violation or violations shall be jointly and severally obligated to pay to the Association a fine equal to SEVENTY-FIVE DOLLARS (\$75.00) assessable for each violation notice directed to such Owner and/or Resident. Successive fines may be imposed against a single Owner and/or Resident for the same type of violation or for different violations as set forth in each violation notice, provided that not more than one such fine will be imposed during each ten (10) day period beginning with the date of each violation notice. Such fine(s) shall become immediately due and payable upon the giving of the violation notice UNLESS such Owner and/or Resident shall be found by the Board of Directors at a special meeting held as provided in Rule 1(d) hereof not to have committed any violation. Additionally, the Board of Directors may waive imposition of such fine(s) for any particular violation(s) if the Board of Directors determines, in its sole discretion, that: (i) the violation(s) were not knowingly committed; (ii) same have been fully cured; (iii) assurance has

been given to the Board of Directors that the violation(s) will not re-occur; and/or (iv) any and all monies due pursuant to Rule 1(f) hereof have been paid or written commitment has been given same will be paid within a specified period of time.

**Rule 1(g): Obligation for payment of Costs and Expenses Resulting From Violations.**

Each Owner and/or Resident found to have committed, or who is responsible as provided in any of these Rules and Regulations for, a violation or violations, shall be jointly and severally liable to indemnify the Association and to hold and save it harmless from any and all claims, liabilities, damages, loss, costs, and expenses of whatsoever kind, including attorney's fees, incurred by or attributable to any such violation(s), and shall pay over to the Association all sums of money which the Association or its representatives shall pay or become liable to pay as a consequence, directly or indirectly, of such violation(s). All such sums shall be due and payable upon demand by the Association or its representatives without the necessity of any other or further notice of any act, fact, or information concerning the Association's rights or such Owner's and/or Resident's liabilities.

**Rule 1(h): Security for Performance.**

The full amount of any fine imposed under this Rule 1, and the full amount of all costs and expenses reimbursable to the Association as provided in the Declaration and/or these Rules and Regulations [including, without limitation, indemnification, or reimbursement as provided in Rules 1(f), 1(h), 3(f), 5(b), 6(f), 6(h), 7(c), 10(c), 11, 12(b), 13(i), 14, 15, and 18] shall be deemed a debt to the Association payable in the same manner as provided in Paragraph 9 of the Declaration; and the payment thereof shall be secured by, and enforceable in the same manner as, the assessment lien provided for in Paragraph 10 of the Declaration.

**Rule 1(i): Returned Check Charge.**

In order to defray additional administrative costs resulting from the return of checks and drafts delivered to the Association in payment of any monetary obligation to the Association due to non-sufficient funds, the closing of an account, or any other reason resulting in dishonor, there is hereby imposed a TWENTY-FIVE DOLLAR (\$25.00) service charge as to each and every such instrument so dishonored which shall be due and payable immediately upon dishonor without necessity for demand, notice of any kind, or presentment for payment.

**Rule 2 - People  
Health, Safety and Welfare of Occupants and Visitors**

**Rule 2(a): Vacant Units.** No one shall be permitted to enter or play in vacant condominium units. The owner of a vacant unit shall secure the unit with a lock in proper working order.

**Rule 2(b):Use of Common Elements.** No one shall engage in destructive or potentially destructive or damaging play or otherwise loiter in or on the clubhouse and other Common Element structures, sidewalks, stairways, parking areas, or any of the exterior landscaped areas. Types of destructive or potentially destructive or damaging play specifically prohibited on common elements include: roller blading; tree climbing; hanging from tree branches; climbing on buildings, vehicles, or structures; throwing, kicking or hitting baseballs, footballs, soccer balls, or other balls; pulling branches off trees and shrubs; breaking boards or structural parts off buildings or structures; riding bicycles or scooters or other small vehicles as set forth in Rule 2(c); and any other play that foreseeably may cause damage or injury to persons or property. Loitering and public intoxication are prohibited. Commercial shopping carts may not be brought onto the premises. Tables may not be set up for picnics, playing games, or the like.

**Rule 2(c):Small Vehicles, Personal Effects, and Paraphernalia.** No one shall ride or operate bicycles, tricycles, scooters, rollerskates, skateboard, wagons, or any other similar vehicles or devices in or on any of the Common Elements, including in or on the clubhouse and other common element structures, sidewalks, stairways, parking areas, or any of the exterior landscaped areas. Small vehicles, personal effects, and paraphernalia shall not be used, stored, or left unattended anywhere within the Common Elements. Any unattended small vehicles, personal belongings, and paraphernalia, including toys, may be deemed abandoned and discarded as litter.

**Rule 2(d):Supervision.** All residents shall insure that their wards, guests, and invitees are properly supervised at all times, and shall not permit any such persons to roam about the Property or to engage in any activity or conduct that foreseeably could cause damage to or require additional maintenance of any of the Common Elements, including landscaped areas and recreational facilities, or any activity otherwise in violation of the Cedar Mill Condominium Declaration, and/or these Rules and Regulations.

**Rule 2(e):Liability for Conduct of Children.** A parent or other person who has the duty of control and reasonable discipline of a child is liable for theft, destruction, and loss of property committed by the child and damages resulting therefrom.

**Rule 2(f):Children Defined.** Except as stated otherwise, the word Child or Children refers to natural persons under the age of eighteen (18) whose disabilities of minority have not been legally removed.

**Rule 2(g): All Occupied Units Must Have Electrical Service:**  
All occupied units must have electrical service provided by HL&P or the authorized

provider. The use of generators, candles, or other open fire as a substitute for electricity is not acceptable.

**Rule 2(h): Stealing Electricity from the Association:**

Stealing electricity from the Association is dangerous and any unit caught stealing electricity will be fined \$75.00 per day plus any damages caused by or as a result of tapping into the electrical system. Stealing electricity is grounds for the Association to call for immediate eviction.

**Rule 3 - Pets and Other Animals**

**Rule 3(a): Household Pets.**

Unless otherwise expressly permitted by the Board of Directors in writing, not more than two (2) dogs, cats, or other usual household pets, weighing twenty-five (25) pounds or less, shall be kept, permitted, or harbored in any Condominium Unit or in or upon the Property; and no bird, reptile, or other animal (including household pets) shall be kept or maintained for breeding or any commercial purpose. The foregoing twenty-five (25) pound weight limit shall not apply to a legitimate seeing-eye dog.

**Rule 3 (b): Other Animals.**

Except as provided in Rule 3(a), no bird, reptile, or other animal shall be kept, permitted or harbored in any Condominium Unit or in or upon the Property unless the same in each instance shall be expressly permitted by written consent of the Board of Directors which consent may be revoked at any time and from time to time by the Board of Directors in its sole discretion.

**Rule 3(c): Restraint of Animals**

No bird, reptile, or other animal (including household pets) shall be: (i) permitted outside any Condominium Unit or in or upon any Common Element (including patios and balconies) unless carried or on a leash no longer than ten(10) feet and unless controlled and attended at all times; (ii) leashed to any stationary object in or upon any Common Element (including patios and balconies); or (iii) permitted to enter or remain within the perimeter of the swimming pool fences regardless of whether carried, leashed, or attended.

**Rule 3(d): Exercise of Animals; Excretion.**

Animals shall be walked on leash only and failure to do so will result in a fine of \$75.00 per occurrence. No exceptions.

Feces shall be promptly removed and properly disposed of.

**Rule 3(e): Litter Boxes.**

Litter boxes and similar receptacles for household cats shall not be permitted outside of a Condominium Unit or in or upon any Common Elements (including patios and balconies).

**Rule 3(f): Removal of Animals.**

The Board of Directors or the Managing Agent, or their respective agents or employees may remove or cause to be removed to an animal shelter under the jurisdiction of the City of Houston or the County of Harris any bird, reptile, or other animal (including household pets) which: (i) is not permitted on the Property under this Rule 3; (ii) is found unattended or unleashed anywhere upon the Property; or (iii) is in the sole opinion of the Managing Agent or Board of Directors a safety hazard, an annoyance, or a nuisance to other Owners or Residents. Such removal shall be at the sole cost and expense of the Owner, and without liability of any kind on the part of the Association, Managing Agent, or their agents or employees.

**Rule 4 - Leases**

In addition to the provisions of Paragraph 13(A) of the Declaration, the following shall apply to the leasing of any Condominium Unit:

**Rule 4 (a): Required Lease Provisions.** Every lease (or sublease) of a Condominium Unit shall be subject to the following terms and provisions:

1. All leases shall be in writing;
2. No lease shall be for transient or hotel purposes;
3. No lease shall cover less than the entire Condominium Unit;
4. Unless otherwise permitted in writing by the Board of Directors, no lease shall be for an initial term of less than six (6) continuous months;
5. No assignment or subletting of the Condominium Unit shall be permitted without the prior written consent of the Lessor and the Board of Directors;
6. Every lease shall be, and shall specifically state in the writing in the lease that the lease (i) is subject in all respects to all the terms and provisions of the Declaration, By-Laws and/or Rules and Regulations, and the lessee(s) agree to abide and be bound by the provisions

thereof; and (ii) that any violation of the Declaration, By-Laws and /or Rules and Regulations shall be a default under the lease and grounds for immediate termination of the lease and eviction of lessee(s) by lessor(s) or by Cedar Mill Condominium, Inc.; and

7. Leases or subleases may be subject to such reasonable terms and provisions as required by the Board of Directors.

**Rule 4(b): Copy of Lease to Association.**

Lessor shall deliver to the Board of Directors or Managing Agent a true and correct copy of each and every lease covering any Condominium Unit, together with the executed Lease Notice provided for in Rule 4(c), within thirty (30) days after the effective date thereof or after the date any such lease is signed by the lessor or lessee, whichever is earlier.

**Rule 4(c): Check in to Management Office**

Tenants must check in with the management office and receive and sign for the following:

Rules and Regulations; Parking Sticker; Tenant Information Sheet

**Rule 4(d): Liabilities.**

Lessor and Lessee shall be jointly and severally liable for the observance and performance of all the terms and provisions of the Declaration and these Rules and Regulations, and shall be jointly and severally liable for all damages, costs, and expenses resulting from, and/or all fines and assessments imposed by, the Declaration or these Rules and Regulations.

**Rule 4(e): Surrender of Use of General Common Elements by Lessor.**

During all periods of time in which a Condominium Unit is occupied by lessee, lessor shall surrender all of lessor's rights as an Owner to the use of all the Common Elements unto such lessee, including without limitation all rights of use of recreational facilities and parking privileges (except guest parking). The provisions of this Rule 4(e) shall not affect the rights of lessor to inspect the leased premises or to exercise any other rights or remedies customarily reserved for the protection of lessor.

**Rule 4(f): Enactment Procedures.**

As soon as practicable after adoption of these Rules and Regulations by the Board of Directors, the form of Lease Notice set forth in Rule 4(c) above shall be mailed to all Owners and to all Residents. Within fifteen (15) days after mailing of the Lease Notice as aforesaid, each Owner and each Resident shall: (i) complete the Lease Notice to the fullest extent possible (including signing and dating of same)

and return the Lease Notice to any member of the Board of Directors or to the Managing Agent; and (ii) enclose with said completed Lease Notice a true and correct copy of the current lease covering the Condominium Unit to which such Lease Notice pertains.

## **Rule 5 - Balconies and Patios**

### **Rule 5(a): Maintenance.**

Balconies and patios shall at all times be kept clean and neat and free of debris, and properly maintained. Patio and balcony screens must be attached or placed out of view. Screens not in use may be stored on patio by placing flat against the patio or balcony floor.

### **Rule 5(b): Furniture and Decorative Items.**

Patio furniture and other decorative items may be placed on balconies and patios provided same are maintained and do not block or otherwise interfere with walkways, and provided further that the Board of Directors may direct the removal of any such items which the Board of Directors determines in its sole discretion detract from the general appearance of the Property at the sole cost of the Owner thereof and without liability therefore.

### **Rule 5(c): Cooking.**

No cooking or barbecuing or storage of cooking equipment and related flammable materials shall be permitted on any balconies or patios. If the barbecue is placed on the patio or balcony, the equipment must be well-maintained. Cooking equipment shall be attended at all times when in use and shall be operated in accordance with the City of Houston Fire Code.

### **Rule 5(d): Modifications**

Other than as permitted by Rule 5(b), balconies and patios shall not be enclosed or covered by any awning or other device, or in any other manner modified or altered except as provided in Rule 6 hereof.

**Rule 5(e): Lights.** Only permanent fixtures and white light bulbs may be installed in the exterior lights of balconies and patios. Decorative seasonal lighting can be installed no earlier than two (2) weeks before the Holiday and must be removed no later than two (2) weeks after the holiday.

### **Rule 5(f): Plants and Watering:**

Any plants that are placed on patios or balconies must be securely attached. Any damages caused from the weight of the plants to the common or limited common elements or to a neighboring unit is solely the responsibility of the owner of the unit that has the plants. This liability includes but is not limited to any damages

caused from watering the plants.

### **Rule 6 - Modifications**

#### **Rule 6(a): Prior Approval of Modifications Required.**

##### **ACC Application Required for all changes to the Exterior of a Unit:**

No work of any kind shall be done on exterior building walls, roofs, or on any common element by any owner or resident without the written approval of the Board of Directors. Such work might be, but not limited to, electrical or television wiring, antennas, satellite dishes, machines or air conditioners. No installations may be made in such a way that it protrudes through the walls or roof of the condominium unit. Owners must submit ACC application prior to making the repair. Anyone that you or your tenant hires to do work in or outside your unit is your invitee and not the Association's. The Association is not responsible for any damages caused by or to these invitees.

Notice must be given in advance to the management company prior to beginning ANY plumbing repairs requiring the water to be turned off to any part of the property. Owners who fail to notify the Association of pending plumbing repairs are fully responsible for all damages incurred to any Association property, fixture, or system.

#### **Rule 6(b): Interference With Structural Soundness.**

No Modifications shall be permitted which would impair the structural soundness or integrity of any building or structure.

#### **Rule 6(c): Interior Modifications.**

Modifications of the interior of any Condominium unit shall be permitted, provided: (i) no such Modification shall be permitted if the Modification will alter the appearance of the Condominium unit as viewed from the outside thereof or involve the removal of internal walls; and (ii) such right to make Modifications shall be subject to other applicable provisions of the Declaration, the By-Laws, and/or these Rules and Regulations.

#### **Rule 6(d): Exterior Modifications.**

No exterior Modifications shall be permitted except in compliance with applicable provisions of this Rule 6.

#### **Rule 6(e): Submission of Plans and Specifications.**

Except as permitted by Rule 6(c), no Modifications shall be commenced or completed until final working plans and specifications covering same have been submitted to and approved in writing by the Board of Directors. Such plans and specifications shall set forth such details of the proposed modifications as are

reasonably required to provide a complete and accurate description of the proposed Modifications and all uses for which same are intended, including without limitation, plans and specifications showing: (i) the exact location(s) of the Modifications; (ii) structural, mechanical, electrical, and/or plumbing details concerning the Modifications; (iii) the dimensions, kind, shape, height, color scheme, and design of the Modifications; (iv) a description of the kind and nature of all materials to be used in the Modifications; and (v) the name(s) and telephone number(s) of all parties who will construct the Modifications. Within thirty (30) days after submission of the aforesaid plans and specifications, the Board of Directors may request such additional supplemental plans, specifications, and information as it shall deem necessary in its sole opinion to reasonably evaluate the nature, design, and intended uses of the proposed Modifications, and compliance thereof with applicable provisions of the Declaration, By-Laws, and these Rules and Regulations.

**Rule 6(f): Expenses of Expert.**

If within thirty (30) days after submission of plans and specifications, the Board of Directors determines in its sole discretion that it is reasonably necessary to employ the services of an expert or experts to adequately interpret or evaluate plans, specifications, or other information concerning proposed Modifications, the Board of Directors shall notify the parties seeking approval of the proposed Modifications of such determination, of the names of the experts it proposes to employ, and its reasonable estimate of the costs to be incurred therefor. The Board of Directors shall use all reasonable efforts to obtain an accurate estimate of such costs, as aforesaid, but neither the Board of Directors nor such experts shall be bound thereby. As a condition precedent to obtaining the approval of the Board of Directors to the proposed Modifications, the parties seeking same shall be required to: (i) deposit the estimated costs of employing all such experts with any member of the Board of Directors or the Managing Agent; (ii) consent in writing to employment of the expert(s) listed by the Board of Directors; and (iii) agree in writing to pay to the Association or directly to the expert(s) employed, as the Board of Directors shall direct, any costs in excess of the aforesaid deposit.

**Rule 6(g): Decisions as to Plans and Specifications.**

Within thirty (30) days after the submission of the plans and specifications set forth in Rule 6(e), or within thirty (30) days after submission of all additional supplemental plans, specifications and information as set forth in Rule 6 (e), or within thirty (30) days after the Board of Directors has received advice or written report of all experts employed pursuant to Rule 6 (f), whichever is later, the Board of Directors shall, in writing, either: (i) approve or disapprove the proposed Modifications or (ii) approve the proposed Modifications subject to compliance with any additional conditions, terms, or requirements established with regard to the proposed Modifications and set forth in the Board of Directors written notice covering same. In the event the Board of Directors shall fail to approve or

disapprove the proposed Modifications as aforesaid within the applicable time period, then the written response of the Board of Directors shall not be required, but in all other respects, applicable provisions of the Declaration and/or these Rules and Regulations shall apply to the Modifications.

**Rule 6(h): Removal of Modifications.**

Any Modifications commenced or completed in violation of the Declaration, By-Laws, and/or these Rules and Regulations shall be subject to removal by or at the direction of the Board of Directors at the sole cost and expense of the Owner and/or Resident responsible therefore, and without liability of any kind for such removal.

**Rule 7 - Maintenance and Repair**

**Rule 7(a): Duty to Maintain.**

Each Owner of any Condominium Unit and any Residents thereof shall at all times keep the interior and exterior of such Condominium Unit, including the parking space, storage area, and balcony or patio appurtenant thereto, neat and attractive and free from garbage, waste, and other debris. Every unit must have a working lock. Every unit must have an operating smoke detector. Damage to a unit, including but not limited to fire damage and broken windows, must be promptly repaired. Windows may not be boarded up except to secure a unit during repairs. Mailboxes must be kept closed and locked and must be promptly repaired when damaged. Mailbox doors that are damaged, missing, or without a lock will be repaired by the owner. If after thirty (30) day written notice to the owner, the repairs are not made, the Association may make them and charge the cost to the owner.

**Rule 7(b): Debris; Waste Disposal.**

Owners and Residents shall not permit garments, rugs, laundry, or other unsightly items to extend from or to be hung or placed outside of any Condominium Unit; nor shall it be permitted to dust, beat upon or otherwise clean rugs or other materials or objects from any condominium unit windows or in or upon any exterior part of a Condominium Unit. Dust, trash, garbage, or other waste or debris shall not be discarded from or placed in or upon any window, balcony, patio, or any other Common Element. Dust, trash, garbage, or other waste or debris shall be disposed of only in accordance with Rule 11 hereof.

No paint, chemicals, or substances other than used water, human waste, or mild cleaning chemicals may be disposed of in the drains. Storm sewers are strictly for the use of drainage from storms. Paint, car fluids, and other items are strictly prohibited.

**Rule 7(c): Lighting.**

All exterior lighting and all interior lighting visible from the exterior of any Condominium Unit shall be white only.

**Rule 7(d): Patio and Balcony Decor.**

Residents may place upon patios or balconies appurtenant to their Condominium Units such outdoor, patio type furniture and decorative items as they deem desirable, provided however, that the Board of Directors shall have the right at any time to direct removal of any item which the Board of Directors determines, in its sole discretion, detracts from the general appearance of the Property; such removal to be made by the Owner and/or Resident provided in Rule 7(e). No barbecue pits or other cooking devices (whether electrical, gas, or charcoal), no flame lighting devices, and no other type of device which may create a fire hazard as determined in the sole discretion of the Board of Directors shall ever be placed or maintained anywhere upon the Property, including within any Condominium Unit or in or upon any patio or balcony.

**Rule 7(e): Maintenance Rights of Association.**

If an Owner of any Condominium Unit and/or any Resident thereof fails to properly maintain such parties' Condominium Unit as provided in this Rule 7, or other applicable provisions of the Declaration and/or these Rules and Regulations, the Board of Directors shall have the right (but not the obligation) after reasonable notice is given to cause such maintenance to be performed at the sole cost of such Owner and/or Resident; and for such purposes shall have access to any Condominium Unit, or any part thereof, as provided in Paragraph 8(B) of the Declaration, without liability whatsoever in trespass or otherwise.

Owners are responsible for establishing an emergency procedure for repairing items which are the owner's responsibility. Tenants should have names and number of vendors to call in the event of an emergency. Owners are responsible for timely repair of all items. Failure to repair a broken item in a timely manner will result in a fine. In the event that the repair item is damaging another unit or common/limited common element, the Association has the right to make such repair and bill the owner for the repair.

**Rule 7(f) Plumbing.**

The hot water system may not be turned off except by a plumber qualified to shut down the system. Except for an emergency, the managing agent must be notified 24 hours before such a shutdown. Violators of this rule are liable for any damage caused as specified in rule 1(f).

**Rule 7(g) Failure to Maintain Unit**

At the Board's discretion and without prior written notice, Owners that fail to maintain their units are subject to having the Association repair the item and the areas damaged by the malfunctioning part, fixture, or appliance. The cost of the repair and a fine may be assessed to the owner for failure to maintain their unit. If the Board opts not to make the repair, a fine may be assessed daily until the repair is completed and the damaged areas repaired.

**Plumbing Inspections-** All owners are required to keep all plumbing fixtures in working condition and free from leaks and drips. The Board may conduct regular plumbing inspections of each unit. The cost of the inspection, labor and plumbing parts, may be charged back to the owner. If the Board opts not to make the repair, a fine may be assessed daily until the repair is completed and the damaged areas repaired. If the owner or tenant fails to provide access to the unit at the time specified by the Board of Directors, the charge for a locksmith and a fine may be charged back to the account. The Association will not be responsible for any locks or fixtures that are damaged in an attempt to gain access to the unit.

**Rule 8- Insurance****Rule 8(a) - Insurability**

Nothing shall be done or kept in or on the Property, and nothing shall be used or occupied in any manner, which might cause or warrant an increase in the rate of any insurance coverage maintained or maintainable by the Association, or could result in the cancellation or suspension of any such insurance coverage.

**Rule 8 (b): Unit Insurance:**

All owner(s)/resident(s) are responsible for retaining the proper insurance to cover personal contents and liability. Damage to personal items is the owner(s)/tenant(s) responsibility. In the event a tenant/owner initiates litigation against the Association to collect restitution for a personal item, the legal expenses associated with the matter will be assessed to the unit making such claim. In the event the Association insurance is used to cover a claim, the unit responsible for the damage is obligated to pay the deductible. The amount of the deductible will be assessed to the unit that initiated the damage to the property.

**Rule 9 - Noise**

Owners and Residents of Condominium Units shall at all times exercise extreme care to avoid making or permitting to be made by their respective family members, guests, or invitees any loud or objectionable noises, including the honking of horns for persons to come to vehicles, and in using or playing or permitting to be used or played by their respective family members, guests, or invitees any musical instruments, radios, phonographs, television sets, amplifiers, or any other instruments or devices in such manner as may disturb other Owners or Residents. Water faucets, dishwashers, garbage disposals, and similar appliances and apparatus shall not be left running for an unreasonable or unnecessary length of time.

**Rule 10 - Window and Door Coverings**

**Rule 10(a): Draperies and Curtains.** All draperies or curtains shall be white or near white or fully lined with a fabric of sufficient thickness to provide a white or near white appearance. Mini-blinds are also permitted if white or near white. Draperies, curtains, and mini-blinds shall in any event be of such color and materials as to provide for exterior harmony with surrounding Condominium Units.

**Rule 10(b): Reflective Coverings.**

No aluminum foil or similar reflective material shall be used or placed over doors or windows of any Condominium Unit.

**Rule 10(c): Burglar Bars.**

Unless otherwise permitted in writing by the Board of Directors: (i) all burglar bars over windows shall be installed on the inside of the window and shall be white or off-white in color; and (ii) burglar bars over doors shall be black in color; (iii) no burglar bars shall be installed unless prior written approval is obtained in accordance with Rule 6 hereof.

**Rule 10(d): Other Coverings.**

Except as provided in Rule 10(a), no shades, venetian blinds, awnings, window guards, or other window or door coverings of any nature shall be installed or used unless prior written approval of the Board of Directors is obtained as provided in Rule 6 hereof; and any such items installed or used without having first obtained

such written approval shall be subject to removal as provided in Rule 6(h) at the sole cost and expense of, and without liability to, the Owner and/or Resident.

**Rule 11**  
**Waste Disposal**

All trash, garbage, and other waste and debris shall be properly bundled and packaged before discarding, and shall be disposed of ONLY in the garbage dumpsters located in such areas as designated from time to time by the Board of Directors. Trash receptacles in the pool areas and other small trash receptacles are intended for casual paper disposal only, and shall not be used for disposal of home garbage. Large or bulky refuse such as furniture, carpet, large rugs, or mattresses shall be disposed of by the Owner and/or Resident at waste disposal sites outside the Property. Grease, oil, and similar matter which has a tendency to cause clogging and similar disruption of the sewage system shall be disposed of only as aforesaid, and, in particular, shall not be placed in garbage disposal units, sinks, or toilets. Owners and Residents shall be liable for payment of all costs and expenses incurred by the Association as a result of any waste disposal in violation of this Rule 11, including improper use of garbage disposal units or other sewage disposal systems.

**Rule 12 - Antennas and Electrical Equipment**

**Rule 12(a): Installations.**

No Owner, Resident, or other person shall install any wiring for electrical or telephone installation, radio or television antennas, ventilators, air-conditioning units, ceiling fans or other heating or cooling devices anywhere upon the Property, including within any Condominium Unit, except in compliance with Rule 6 hereof.

**Rule 12(b): Usage.**

All radios, televisions, heating or cooling devices, and other electrical equipment or devices of any kind or nature shall be installed and used only in full compliance with all rules, regulations, requirements, and recommendations of the manufacturer and/or installer, local fire authorities and all insurance underwriters of the Association. Any Owner or Resident found to be in violation of this Rule 12(b) shall be liable for all damages or injury to persons, the Property and/or the Association occasioned thereby.

### Rule 13 - Parking and Vehicular Traffic

**Rule 13 (a): Condition of Vehicle** All vehicles parked on the property must be operable and contain the following: a valid license plate, a valid registration, a valid state inspection sticker, and any other permit or license as required by the State of Texas. All vehicles parked on the property in the designated parking spaces must appear to be in good working and operable condition. A vehicle in violation of any or all of the above requirements is subject to being towed from the property without notice at the vehicle owner's sole expense.

**Rule 13(b): Parking Permits** All resident, owner, and visitor cars that enter through the gate must have a Cedar Mill Parking Permit or a Temporary Parking Permit. The Permanent Parking Permit must be displayed in the lower corner of the back window on the drivers side. The Temporary Parking Permits are hang tags that must be displayed from the rearview mirror. Residents who do not want to affix a permanent sticker to his/her vehicle may use a Temporary Parking Permit. Parking Permits may be obtained from the management company during regular business hours. One free Permanent Parking Permit is issued per bedroom. One free Temporary Parking Permit is issued per unit.

**Rule 13(c): Visitor Parking** No unit shall occupy a visitor space for more than 48 hours. No unit shall occupy more than two of the visitor parking spaces for more than 24 hours unless special authorization is received from the Board of Directors. At the Board discretion, a parking charge may be assessed for special authorization to park additional cars or a car for an extended period of time.

**Guest/Visitor Parking** - All cars in violation of the parking rules are subject to being towed from the property without notice at the owner's expense.

**Assigned Parking** - All owners are responsible for their parking spaces. Cars in violation of the parking rules are subject to being towed from the property without notice at the owners expense.

**Rule 13(d): Other Parking Violations** All motorized vehicles must be parked in authorized parking spaces only. Parking spaces are not to be used for storing boats, campers, trailers, or any other vehicles on the property. Such vehicles are considered to be stored if they are present for more than thirty-six (36 ) hours. Storage of vehicles, boats, campers, trailers, etc., is **NOT ALLOWED** and therefore subject to being towed without notice at the owners expense. The unit responsible for the parking violation is subject to be fined for violation of the parking rules and

regulations. **ANY VEHICLE** not parked in a clearly marked and authorized parking space is subject to immediate towing from the property without notice at the owner's expense.

**Rule 13(e): Cedar Mill Condominium Homeowner Association, Inc. disclaims any responsibility for any damage to a vehicle as a result of towing, criminal activity, or any other event that causes damage to a vehicle while it is on Association property. Owners and Residents are REQUIRED to carry full insurance on their vehicle (s) according to the requirements of Texas Law.**

**Rule 13(f): Assigned Parking**

A resident shall park an automobile only in the parking space assigned to such Resident's Condominium Unit. Owners who are not Residents shall park automobiles only in the guest parking area. The Board of Directors may designate specific areas from time to time to be used exclusively for the parking of additional vehicles owned by Residents, and all such additional vehicles owned by Residents shall only be parked in such areas so designated by the Board of Directors.

**Rule 13(g): Guest Parking.**

Guests, visitors, and invitees shall park in the guest parking area only. A resident shall park in the guest parking area only if such Resident has insufficient assigned parking.

**Rule 13(h): Obstruction.**

No vehicle of any kind shall be parked, even temporarily, in any parking area, alleyway, street, or other place in such manner as to obstruct, impede, or prevent ready access to any entrance or exit from the Property, or from any parking space or walkway located thereon, by either vehicular or pedestrian traffic. No vehicle shall park in any fire lane.

**Rule 13(i): Prohibited Parking.**

No boat, mobile home, trailer, boat rigging, or similar recreational vehicle, and no truck larger than a three-quarter (3/4) ton pickup, and no bus, and no bicycle, tricycle, or children's small vehicles as referenced in Rule 2(c) shall be parked, kept, or stored anywhere upon the Property at any time except with the prior express written consent of the Board of Directors. No vehicle of any kind shall be parked, kept, or stored anywhere upon the Property at any time except within the confines of an assigned or guest parking space.

**Rule 13(j): Unused or Inoperable Vehicles.**

No unused vehicle, and no inoperable vehicle except one upon which work of a temporary nature is being performed [as defined in Rule 13(k)], shall be parked,

kept, or stored anywhere upon the Property.

"Unused vehicle" as used herein shall mean any vehicle not intended for active use, lack of which intent shall be presumed, absent prior notice to the Managing Agent or Board of Directors to the contrary, as to any vehicle parked in the guest parking area for a period in excess of forty-eight (48) hours, and as to any vehicle parked in the assigned parking area for a period in excess of twenty-one (21) days. A vehicle with any deflated tires, or an expired license plate, or an expired inspection sticker, shall be considered unused.

**Rule 13(k): Washing or Repair of Vehicles.**

No washing of vehicles is permitted at any time anywhere upon the Property. No work of any kind shall be performed on any automobile or other vehicle anywhere upon the Property other than work of a temporary nature. "Work of a temporary nature" as used herein shall mean work necessitated by unexpected failure of a vehicle to operate and reasonably required to remove the vehicle from the Property. In any event, work shall be deemed NOT to be of a temporary nature as to any inoperable vehicle remaining on the Property in excess of forty-eight (48) hours. Except for emergency assistance, no Owner, Resident, or any other person shall be permitted to perform work on any automobile or other vehicle of any kind as part of a business, trade, or hobby regardless of whether same is performed for profit or gratuitously.

**Rule 13(l): Maintenance of Parking Area.**

Parking areas shall not be used at any time for storage of any objects other than permitted vehicles. Assigned parking areas shall be kept neat and clean and free from waste, debris, and excess oil or transmission fluid at all times by the Resident of the Condominium Unit to which same is assigned.

**Rule 13(m): Motorbikes; Small Vehicles.**

Motorcycles, motorbikes, minibikes, Mopeds, motor scooters, and similar vehicles shall not be operated anywhere upon the Property except for the purpose of transportation directly from a parking space to a point outside the Property or from a point outside the Property directly to a parking space. No vehicle of any kind, including the aforesaid vehicles and bicycles, rollerskates, skateboards, and similar devices, shall be ridden or operated at any time upon grass or other landscaped areas, or in or on the halls, stairways, sidewalks, or any other area intended for pedestrian travel. No vehicles may be chained or otherwise attached to any fence, tree, or any other common or limited common element.

**Rule 13(n): Traffic Control Signs.**

All traffic control signs upon the Property, including, without limitation, speed limit signs and restricted or no parking signs, shall be strictly complied with at all times.

**Rule 13(o): Removal of Unauthorized Vehicles.**

Any automobile or other vehicle improperly parked, kept, or stored upon the Property in violation of this Rule 13, or any provisions of the Declaration, these Rules and Regulations, Ordinances of the City of Houston, or laws of the State of Texas shall be subject to immediate removal at the direction of the Board of Directors or Managing Agent to any storage facility in Harris County, Texas, at the sole cost and expense of the owner thereof without liability for any damages or otherwise resulting from such removal and/or storage. Such removal shall be preceded by placing of a 24-hour notice upon the vehicle in substantially the following form:

**NOTICE:** This vehicle is parked, kept or stored in violation of the Declaration and/or Rules and Regulations for Cedar Mill Condominiums, or of ordinances of the city of Houston or laws of the state of Texas and will be towed from the property to a storage facility in Harris County, Texas, after the expiration of 24 hours if the parking violation is not cured within that time period. The violation is

\_\_\_\_\_  
Please contact the undersigned to avoid further action.

DATE: \_\_\_\_\_ CEDAR MILL CONDOMINIUM  
TIME: \_\_\_\_\_ HOMEOWNERS' ASSOCIATION,  
INC.  
TELEPHONE: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_  
Authorized Agent

The Board of Directors or Managing Agent shall maintain a record of the name and telephone number of the party removing each vehicle for at least six (6) months after such removal, and signs shall be posted at the entrance and exits of the Property setting forth a telephone number for use by owners of towed vehicles in obtaining such information.

**Rule 13(p) Access Gates**

Cedar Mill does not provide any security. The gates are access gates only. The Association is not responsible for any access gained or the activities, actions, or damages caused by individuals that gain access to the property, regardless to condition or status of the gates.

**Rule 13(q): Driving Violations**

Motor vehicles shall be operated in a safe and responsible manner at all times. Drivers may not follow other vehicles through the entrance gates; residents with motor vehicles must have gate cards. A driver striking an entrance or exit gate, whether or not causing provable damage, is in violation of this rule, and a fine will be imposed as provided by rules 1(b) and 1(f).

#### **Rule 14 - Signs**

No signs, posters, notices, advertisements, symbols, decals, or illuminations shall be inscribed, exposed or installed anywhere upon the Property, including on or at any windows, except as permitted by the express written consent of the Board of Directors. Seasonal decorations may be temporarily displayed from the inside of windows as well as signs not to exceed 8 1/2" x 11" advertising a Condominium Unit for sale or rent subject to the right of the Board of Directors to require removal of any such decorations or signs which in its sole discretion deter from the esthetics or appearance of the Property. Small notices not to exceed 8 1/2" x 11" in size (or such smaller size as the Board of Directors may from time to time determine) may be posted upon the bulletin board located in the mailbox area for a period not to exceed thirty (30) days. Any of the foregoing improperly inscribed, exposed, or installed anywhere upon the Property may be immediately removed and disposed of as litter by the Board of Directors, Managing Agent or, their agents, or employees at the sole cost and expense of the Owner(s) and/or Resident(s) maintaining same, and without liability of any nature whatsoever for such removal and/or disposal.

#### **Rule 15 - Vacant Units**

Owners of vacant Condominium Units shall keep windows fastened and doors locked at all times, and shall maintain and keep closed at all times proper window coverings as set forth in Rule 10. Locks shall be maintained in proper working order. Failure of any Owner to so maintain a vacant Condominium Unit shall authorize the Board of Directors, Managing Agent, or their respective agent or employees to secure any such Condominium Unit and to install proper window coverings so as to prevent and deter entry by unauthorized persons, at the sole cost and expense of, and without liability of any kind whatsoever to, any such Owner.

#### **Rule 16 - Pool Usage**

##### **Rule 16(a): Assumption of Risks.**

The Association does not employ lifeguards or other personnel to supervise the pool area; therefore, persons in the pool area must assume all risks associated with such usage and are required to conduct themselves therein in a prudent, safe, and reasonable manner at all times. The Association, Board of Directors, Managing Agent, and/or their respective agents or employees shall not be responsible or liable for any damage or injury to person or property resulting from use of the pool facilities, and each Owner and/or Resident agrees to indemnify and hold harmless the Association, Board of Directors, Managing Agent, and their respective agents and employees from any and all claims, damages, loss, costs, charges, and expenses arising directly or indirectly from the use of the pool area

and facilities by any Owner and/or Resident and/or their respective guests or invitees in the same manner and to the same extent as provided in Rule 1(f).

**Rule 16(b): Closed Hours.**

The pool area shall be closed each night between 10 o'clock p.m. and 7 o'clock a.m. the following morning. The Board of Directors may close either pool area at such other times and dates as it deems necessary for repairs, safety reasons, avoidance of annoyance or nuisance to other Owners or Residents, or for any other reasons determined by the Board of Directors.

**Rule 16(c): People.**

A person sixteen (16) years of age or younger must be attended at all times by such person's parent or legal guardian, who accepts direct responsibility for the active supervision of such child. Any guest, invitee, or other person (including a child) who is not a competent swimmer must also be attended at all times by an adult twenty-one (21) years of age or older who is a competent swimmer and who accepts direct responsibility for the active supervision of such guest, invitee, or other person.

**Rule 16(d): Persons Entitled to Use.**

The pool area is restricted for use by Residents and their occasional guests and invitees only. In that pool facilities are intended primarily for use by Residents, Residents shall be responsible for limiting the number of guests invited to use the pool facilities and for the conduct of any such guests so as to prevent interference with the use of the pool facilities by other Residents. The Board of Directors or Managing Agent may request, or direct their respective agents and employees to request, any Residents and/or their respective guests or invitees to vacate the pool area if any such person's use of the pool facilities is in violation of this Rule 16 [including any rules enacted pursuant to Rule 16(g)], or if, in the sole discretion of the Board of Directors or Managing Agent, the number of guests or invitees of an individual Resident, or of Residents as a whole, is such as to unreasonably interfere with the use of the pool facilities by Residents only. Any guest or invitee using the pool facilities must be accompanied by an adult resident. Persons with open sores or wounds or infected by communicable disease are prohibited from using the pools.

**Rule 16(e): Prohibited Objects.**

Pets, glass objects, styrofoam objects, vehicles of any kind (including bicycles, tricycles, scooters, rollerskates, and similar devices) and any other object or item which could cause accident or injury to persons or property are not permitted in the pool area.

**Rule 16(f): Behavior**

Occupants shall not engage in any conduct or activity in the pool area at any time which is obnoxious or annoying to, or offends the ordinary sensibilities of, other occupants in or Owners or Residents around the pool area. Running is prohibited in the pool area. Proper swim attire shall be worn at all times in the pool area. No cut offs or street clothing is allowed in the pool.

**Rule 16(g): Additional Rules.**

The Board of Directors may enact additional rules from time to time and at any time regarding usage of the pool facilities for the welfare of the users thereof and for the protection of the pool facilities. Any such additional rules shall be posted in the pool area, but such other additional rules need not be otherwise posted or delivered to any Owner or Resident.

**Rule 17 - Alarm and Limited Access Systems**

No Owner, Resident, guest, or invitee or any other person shall do anything which would impede, impair or defeat the purposes of the limited access systems, or change, alter, modify, tamper with, or damage any alarm system or the limited access gate or fences. Any Owner or Resident found to have committed, or who is responsible for, a violation of this Rule 17 shall be liable for all damages, loss, costs, and expenses incurred by the Association as a result of such violation.

**Rule 18  
Use and Occupancy****Rule 18(a): Residential Only.**

All Rental Units shall be used only for single family residential purposes and for no other purposes. "Single family" shall mean and include parents, children, grandparents, and domestic servants only, and shall not include grandchildren (unless grandchildren are adopted or the grandparents are guardians for or otherwise maintain legal custody of the grandchildren), uncles, aunts, cousins, or other collateral kinsmen.

**Rule 18(b): Commercial Activities Prohibited.**

No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property (including within any Apartment Unit) even if incidental to use as a single family residence.

**Rule 18(c): Limit on Residents Per Unit.**

Residents occupying an Apartment Unit shall not exceed a total number of two (2) Residents per bedroom unless specifically authorized by the Board of Directors in writing; provided, the foregoing shall not apply to a Resident who gives birth to a child until such child shall reach the age of one (1) year.

**Rule 18(d): Mineral Operations.**

No digging, drilling, quarrying or other mining or mineral activities or operations shall be conducted upon the Property at any time.

**Rule 19 - Responsibility for Conduct of Guests and Invitees**

Each Owner and/or Resident shall insure that their respective guests and invitees fully comply with applicable provisions of the Declaration, By-Laws, and these Rules and Regulations, and shall be jointly and severally liable for payment of fines and/or costs and expenses payable to the Association for any violation or violations thereof by any such guest or invitee.

**Rule 20- Garage Sales**

Individual Garage, Carport, and or Yard Sales are not allowed at Cedar Mill Condominium. An annual sale by the Association may be held as designated by the Cedar Mill Board of Directors. The guidelines for the sale are to be established by the Board and a portion of the proceeds may be collected by the Association.

**Rule 21-Trash Collection Policy:**

Owners and residents must properly place all trash in the dumpster. Failure to do so will result in a fine as well as a charge for removing and properly disposing of the discarded item.

No owner may place large items such as carpet, furniture, or other items in the dumpsters without prior written permission from the managing agent.

Owners and residents are responsible for their own heavy trash collection. No heavy trash items may be placed outside of the unit or discarded on the common or limited common elements of the Association. Any item found outside a unit or on the common or limited common areas will be immediately removed from the property and the cost of the removal and fine will be assessed to the unit that discarded the item. Owners and residents may use any trash collection company at their own discretion. However, if the collection company uses a large garbage truck, the owner will be responsible for any damages to the parking lot and/or common areas.

### Rule 22-Vandalism

Any damage to the common areas or limited common elements by an owner, guests, tenants, agents or the owners, employees of the owner, or any other parties on Association property under the authority of an owner shall be repaired at the sole expense of the owner.

### Rule 23- Special Exemption Request:

Rules and Regulations may be modified at the request of an owner to accommodate a special condition or handicapped resident. An owner may request, in writing, including all necessary documentation, to the Board of Directors an exemption or modification to any property rule or regulation. The Board will review the request and provide the owner with a written response granting or denying the request. If the granted, such exemption or modification is solely for that individual owner and his/her special need. The modification has no effect whatsoever on any other owner and the responsibility to abide full with all property rules and regulations.

### Rule 24 - Miscellaneous

#### **Rule 24(a): Definitions.**

In addition to the definitions set forth in Paragraph 1 of the Declaration which are hereby incorporated herein by reference and the definitions otherwise set forth herein, unless the context otherwise requires:

(1) "Association" means Cedar Mill Condominium Homeowners' Association, Inc., a Texas non-profit corporation.

(2) "Board of Directors" means the current Board of Directors of the Association as of the effective date hereof, and their respective successors in office duly elected in accordance with applicable provisions of the Declaration.

(3) "Declaration" means the Condominium Declaration For Cedar Mill recorded in Volume 64, Page 1 et seq., Volume 68, Page 121 et seq., Volume 70, Page 9 et seq., Volume 71, Page 59 et seq. and Volume 135, Page 125 et seq., Condominium Records of Harris County, Texas, including the By-Laws of the

Association, all other exhibits attached to and made a part thereof, and all amendments to the foregoing.

(4) "Managing Agent" means Randall Management, Inc., 11415 Chimney Rock, Suite 208, Houston, TX 77035, (713) 728-1126, or such other successor thereto as may from time to time be employed by the Board of Directors in accordance with applicable provisions of the Declaration.

(5) "Resident" or "Residents" means the person(s) actually and legally occupying a Condominium Unit as Owner, lessee, or otherwise.

**Rule 24(b): Purpose and Construction.**

These Rules and Regulations are intended to supplement the terms and provisions of the Declaration and to facilitate accomplishment of the objectives, purposes, and intent thereof. The Declaration and these Rules and Regulations shall be construed as a whole, and to the extent possible all provisions thereof shall be harmonized and given effect.

**Rule 24(c): Severability.**

Invalidation of any one of these Rules and Regulations, or any subsection thereof or any clause or provision therein, by judgment or other court order shall in no way affect any other provisions which shall remain in full force and effect except as to any terms and provisions which are so invalidated.

**Rule 24(d): Gender and Grammar.**

The singular wherever used herein shall be construed to mean to include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assured as though in each case fully expressed.

**Rule 24(e): Titles.**

The titles contained in these Rules and Regulations are for convenience only and shall not be used to construe, interpret, or limit the meaning of any terms or provisions contained in these Rules and Regulations.

**Rule 24(f): Amendment.**

These Rules and Regulations may be amended from time to time and at any time by the Board of Directors or the Association. Except as provided in Rule 16(g), a true and correct copy of any such amendment shall be promptly mailed to each Owner and each Resident as hereinafter provided regarding notices.

**Rule 24(g): Notices.**

Any notices permitted or required hereunder shall be deemed given when

personally delivered to the party to whom directed or when deposited in the United States mail, postage prepaid, and properly addressed to such party. Any notice given to an Owner or Resident shall be deemed properly addressed if addressed to the Owner or Resident at the street address of the Condominium Unit owned by the Owner or occupied by the Resident to whom directed, or to the address set forth by such Owner in the most recent written, dated and signed notice of address given by such Owner and actually in the possession of the Board of Directors or Managing Agent.

**Rule 24(h): Rights and Remedies.**

Each right and remedy set forth herein shall be separate, distinct, and non-exclusive, all shall be deemed cumulative, and the failure to exercise a particular right or remedy shall not be construed as a waiver of such right or remedy or any other right or remedy.

**Rule 24(i): Effective Date.**

These Revised Rules and Regulations shall be effective as of the 31st day of December 1997.

**Rule 24(j): Notice of Purchase**

Purchasers shall notify the Association in writing of the purchase of a Condominium Unit within thirty (30) days after the date of conveyance, including in such notice the name(s) and social security number(s) or Federal Employee Identification Numbers of all persons or entities purchasing the unit and their respective mailing address(es) if different from the Condominium address. The top portion of the closing statement or the deed must be submitted to the managing agent.

**Rule 24 (k): Notice of Change of Address**

In the event an owner relocates, it is the owners responsibility to notify the managing agent in writing of the new address within thirty (30) days of relocating. All legal fees, title work, or locator fees that result due to the owners failure to properly notify the Association of a change of address will be assessed to the owner. The owner is responsible for the burden of proof that proper change of address was provided to the Association. The Association recommends that all change of addresses are submitted via certified mail.

APPROVED AND ADOPTED on the \_\_\_\_\_ by the full Board of Directors, as presently constituted, of Cedar Mill Condominium Homeowners Association, Inc.