

NOTICE
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THIRD SUPPLEMENTAL
NOTICE OF DEDICATORY INSTRUMENTS FOR
CHAMBORD OWNERS ASSOCIATION, INC.

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STATE OF TEXAS §
§
COUNTY OF HARRIS §

The undersigned, being the authorized representative of Chambord Owners Association, Inc., a property owner's association as defined in Section 202.001 of the Texas Property Code (the "**Association**"), hereby supplements the "Notice of Dedicatory Instruments for Chambord Owners Association, Inc." ("**Notice**") recorded in the Official Public Records of Real Property of Harris County, Texas on December 1, 2009 under Clerk's File No. 20090543950, the "First Supplemental Notice of Dedicatory Instruments for Chambord Owners Association, Inc." ("**First Supplemental Notice**") recorded on November 13, 2012 under Clerk's File No. 20120528427, and the "Second Supplemental Notice of Dedicatory Instruments for Chambord Owners Association, Inc." ("**Second Supplemental Notice**") recorded on October 16, 2015 under Clerk's File No. 20150473202, which documents were filed for record for the purpose of complying with Section 202.006 of the Texas Property Code.

1. Additional Dedicatory Instruments. In addition to the Dedicatory Instruments identified in the Notice, the First Supplemental Notice, and the Second Supplemental Notice, the following document is a Dedicatory Instrument governing the Association:

- **Chambord Owners Association, Inc. Rules and Regulations**

This Third Supplemental Notice is being recorded in the Official Public Records of Real Property of Harris County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Third Supplemental Notice is true and correct and the document attached to this Third Supplemental Notice is the original.

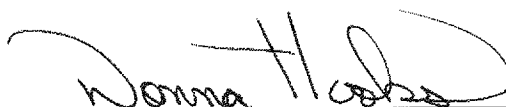


Rick S. Butler, authorized representative

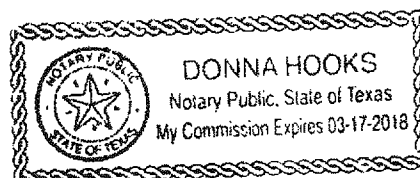
THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared Rick S. Butler, authorized representative of Chambord Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 12th day of January, 2016, to certify which witness my hand and official seal.


Notary Public – State of Texas

Return to:
Rick S. Butler
Roberts Markel Weinberg Butler Hailey, P.C.
2800 Post Oak Blvd., Suite 5777
Houston, TX 77056



RP-2016-17190

CHAMBORD OWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

These Rules and Regulations are adopted by the Board of Directors of Chambord Owners Association, Inc., a Texas nonprofit corporation (the "**Association**"), in accordance with the provisions of the Declaration of Condominium Regime for The Chambord Condominiums (the "**Declaration**") and Section 82.102 of the Texas Uniform Condominium Act, Chapter 82 of the Texas Property Code, to be recorded in the Official Public Records of Real Property of Harris County, Texas.

These Rules and Regulations apply to all Units and Common Elements within the Chambord Condominiums (the "**Condominium**"). By owning or occupying a Unit in the Condominium, each Owner and occupant agrees to comply with the provisions of these Rules and Regulations, as well as the provisions of the Declaration and the Bylaws of the Association.

Capitalized terms used in these Rules and Regulations have the same meanings as that ascribed to them in the Declaration, unless otherwise indicated. In the event of a conflict between a provision in the Declaration and a provision in these Rules and Regulations, the provision in the Declaration shall control. However, the provisions in these Rules and Regulations and the Declaration shall be construed in an effort to harmonize the documents and avoid conflicts.

SECTION 1. COMPLIANCE

1.01. *Compliance.* Each Owner shall comply with the provisions of these Rules and Regulations, the Declaration, the Bylaws, and any policies promulgated and published by the Board of Directors, each as amended and supplemented from time to time (collectively, the "**Governing Documents**"). Each Owner shall also be responsible for assuring compliance with the Governing Documents by each occupant of the Owner's Unit and the Owner's family members, invitees, tenants, agents, guests, employees, and contractors. As used herein, "**Owner**" shall be deemed to include and apply to the owner of a Unit in the Condominium and to all persons for whom the Owner is responsible, as provided above. Likewise, as used herein, the term "**Occupant**" shall be deemed to include and apply to the occupant of a Unit and the Occupant's family members, invitees, tenants, agents, guests, employees and contractors.

1.02. *Additional Rules.* Each Owner and Occupant shall comply with all rules and signs posted from time to time within the Condominium by the Association, including, without limitation, posted signs or rules regulating the use of recreational facilities. Each Owner and Occupant shall comply with notices published by the Association from time to time relating to seasonal or temporary rules or changes affecting the use of the Condominium.

1.03. *Waiver.* Certain circumstances may warrant a waiver or variance of these Rules and Regulations. An Owner or Occupant must make written application to the Board of Directors for such a waiver or variance. If the Board of Directors deems that a waiver or variance is warranted, the Board of Directors may condition its approval of the waiver or variance as it deems appropriate. No waiver or variance shall be effective unless issued by the Board in writing.

1.04. *Fines.* The Association may levy fines against an Owner or Occupant for violations of the Governing Documents by the Owner or Occupant and his/her invitees or guests. Fines shall be in addition to, not in lieu of, all other remedies for non-compliance. Any fines levied shall be added to the assessment account and secured by the lien against the Owner's or Occupant's Unit.

1.05. *Suspension of Certain Rights.* The Board of Directors, in its sole discretion, upon written notice to an Owner or Occupant, may suspend the voting privileges of an Owner or the right of the Owner or Occupant to use certain Common Elements for violation of Rules applicable to those Common Elements.

SECTION 2. OBLIGATIONS OF OWNERS AND OCCUPANTS

2.01. *Safety.* Each Owner and Occupant is responsible for his or her own safety and for the safety, well-being and supervision of his or her family members and guests.

2.02. *Damage.* Each Owner or Occupant is responsible for any loss or damage to his or her Unit, other Units, the personal property of other Owners or Occupants or their guests, or to the Common Elements, if such loss or damage is caused by the act or omission of the Owner or Occupant.

2.03. *Association Does Not Insure.* Each Owner or Occupant is solely responsible for insuring his or her personal property in the Unit and in the Condominium, including his or her furnishings, vehicle(s), and items kept in any storage area of the Condominium. The Association is not responsible for personal property placed or kept in the Condominium by an Owner or Occupant. Each Owner or Occupant is responsible for obtaining appropriate insurance covering loss or damage to personal property.

2.04. *Risk Management.* No Owner or Occupant shall permit anything to be done or kept in his or her Unit or the Common Elements which may result in the cancellation of insurance on any Unit or the Common Elements or which may be in violation of any law.

2.05. *Reimbursement for Enforcement.* An Owner or Occupant shall promptly reimburse the Association for any expenses incurred by the Association in enforcing the Governing Documents against the Owner or Occupant, his or her Unit, or persons for whom the Owner or Occupant is responsible.

2.06. *Reimbursement for Damage.* An Owner or Occupant shall promptly reimburse the Association for the cost to repair damage to any part of the Condominium caused by the negligent, intentional or reckless conduct of the Owner or Occupant or persons for whom the Owner or Occupant is responsible. Any costs charged to an Owner as a result of the Owner's conduct or the conduct of a person for whom the Owner is responsible shall be added to the Owner's assessment account.

2.07. *Owner Information.* Not later than the 30th day after the date of acquiring an interest in a Unit, the Owner shall provide the Association with:

- a. the Owner's mailing address, telephone number, and driver's license number, if any;
- b. the name and address of the holder of any lien against the Unit, and any loan number;
- c. the name and telephone number of any person occupying the Unit other than the Owner, and
- d. the name, address, and telephone number of any person managing the Unit as agent of the Owner.

An Owner shall notify the Association not later than the 30th day after the date the Owner has notice of a change in any of the above information and shall provide the information on request by the Association from time to time.

Each Owner shall also provide to the Association, through its management company, a current e-mail address. Each Owner shall promptly notify the Association if the e-mail address of the Owner changes.

SECTION 3. OCCUPANCY STANDARDS

3.01. *Number of Occupants.* A Unit may not be occupied, as defined in Section 3.03., by more persons than the product of the number of bedrooms in the Unit times two (2), unless higher occupancy is mandated by public agencies that enforce compliance with the familial status protection of the Fair Housing Act.

3.02. *Danger.* The Association may prohibit occupancy of a Unit by a lessee or other Occupant who the Board reasonably determines is a direct threat to the health or safety of other persons, or whose occupancy would result in substantial physical damage to the property of others.

3.03. *Occupancy Defined.* As used herein, "occupancy" means occupying a Unit for thirty (30) consecutive days or more, or sixty (60) days or more in any twelve (12) month period.

3.04. *Term of Lease.* A Unit may not be leased for hotel or transient purposes. The lease of a Unit for a period less than six (6) full consecutive months is deemed to be a lease for hotel or transient purposes. No portion less than the entirety of a Unit may be leased.

3.05. *Written Leases.* Each lease must be in writing and shall be required to provide that the terms of the lease shall be subject to the Governing Documents and that any failure by the lessee to comply with the Governing Documents shall be a default under the lease. An Owner shall provide to the Board of Directors a copy of each lease of that Owner's Unit within ten (10) days of execution.

3.06. *Guests.* Notwithstanding the provisions in this Section relating to occupancy, an Owner shall not have more overnight guests in the Owner's Unit on any given night such that the total number of persons occupying the Unit overnight exceeds the product of the number of bedrooms in the Unit times two (2).

SECTION 4. GENERAL USE AND MAINTENANCE OF UNIT

4.01. *Residential Use.* Each Unit must be used exclusively for residential purposes. A Unit shall not be used for any commercial or business purpose except as otherwise permitted by the Governing Documents. A business use is permitted if: (i) such use is incidental to the primary use of the Unit as a residence; (ii) such use conforms to all applicable laws and ordinances; (iii) there is no external evidence of such use; and (iv) such use does not involve pedestrian traffic to and from the Unit for business purposes.

4.02. *Annoyance.* No Unit may be used in a manner that: (i) may reasonably be considered to be an annoyance to occupants of neighboring Units by reason of odor, noise, or other factors; (ii) may be calculated to reduce the desirability of the Unit or the Condominium; (iii) may endanger the health or safety of other Owners or Occupants; or (iv) may violate any law or any provision of the Governing Documents.

4.03. *Maintenance.* Each Owner and Occupant shall maintain his or her Unit and keep it in good repair, including the inner, finished surfaces of the Unit's perimeter walls, floors, and ceilings, at the Owner's or Occupant's sole cost and expense.

4.04. *Balcony and Patio.* Each Owner and Occupant shall keep his or her Unit and the appurtenant balcony or patio area in a good state of cleanliness, taking care that the cleaning of his or her balcony or patio does not annoy or inconvenience other Owners or Occupants. Umbrellas or awnings in balcony and patio areas are prohibited. A balcony or patio may not be enclosed or used for storage purposes. Plants in patio areas must be regularly trimmed so that no plant grows on or against a wall or fence. A planter box in a patio area must hang on the interior side of the fence. No plants or decorative items shall be placed on top of a wall or fence enclosing a patio area. The Association, acting through the Board of Directors, shall have the right, in its sole discretion, to limit and restrict the permanent or temporary placement of any specified type or category of items of personal property on balconies, in patio areas, or in any other exposed or exterior portions of the Condominium by Owners or Occupants as may be determined to be necessary or desirable for the health, safety, welfare, aesthetic integrity and/or uniformity of the Condominium. If

the Board of Directors determines that a balcony or patio area is unsightly, or otherwise is in violation of these Rules and Regulations, the Board of Directors shall notify the Owner or Occupant. Within five (5) days, or such longer period specified in the notice, the Owner or Occupant shall remedy the problem; if the problem is not remedied within the time specified, the Board of Directors may take corrective action at the Owner's or Occupant's expense.

4.05. *Flooring.* Wood, tile or other hard surface flooring within a Unit must have sub-flooring as required by the Association to provide sound-proofing to minimize the potential that such wood, tile or other hard surface flooring may create a nuisance or disturbance to other Owners or Occupants.

4.06. *Glass.* Each Owner or Occupant, at his or her sole cost and expense, shall promptly repair and replace any broken or cracked glass in his or her Unit's windows and doors if the broken or cracked glass is caused by or the result of the Owner's or Occupant's negligence or intentional act or an act of nature such as, by way of example and not in limitation, a storm or an act of an animal or bird.

4.07. *Air Conditioning Equipment.* Each Owner or Occupant, at his or her sole cost and expense, shall maintain, repair, and replace the heating and cooling equipment/system serving his or her Unit. No items of personal property shall be kept or stored in the heating and cooling equipment/system closet.

4.08. *Combustibles/Hazardous Materials.* An Owner or Occupant shall not store or maintain anywhere within the Condominium (including a Unit) explosives or materials capable of spontaneous combustion or any type of hazardous materials as determined by the Association and as defined by any federal, state and/or local laws, codes, rules or regulations.

4.09. *Cooking Grills.* The use of outdoor cooking grills within ten (10) feet of a building on the premises is prohibited. This distance requirement is applicable to all areas within the Condominium, including patio areas and balconies.

4.10. *Report Malfunctions.* An Owner or Occupant shall immediately report to the Board of Directors any leak, break, or malfunction in any portion of his or her Unit or the Common Elements. The failure to timely report a known problem may be deemed to be negligent, thereby imposing liability on the Owner or Occupant for any additional damage resulting from the delay. An Owner or Occupant shall also report to the Board of Directors any condition within the development that may be a source of a maintenance, repair or safety problem, such as, by way of example and not in limitation, chipped or peeling paint, warped fascia boards, discoloration of exterior building surfaces, interior cracks in sheetrock, and foul odors.

4.11. *Utilities.* Each Owner or Occupant shall endeavor to conserve the use of utilities provided by the Association.

4.12. *Frozen Water Pipes.* Because the Condominium is constructed with water lines in exterior walls, it is the duty of every Owner and Occupant to assist in the protection of water lines from freezing during winter months. Between November 1st and March 25th of each year, no Unit may be left unheated. During periods of anticipated below-freezing temperatures, water lines in exterior walls should be allowed to drip continuously, and cabinets enclosing plumbing lines should be left ajar. Dishwashers on exterior walls should not be used during and immediately after periods of extreme cold. Failure by an Owner or Occupant to monitor the local weather and take appropriate precautions may be deemed to be negligent, thereby imposing liability on the Owner or Occupant for the resulting damage.

4.13. *Structural Alterations.* An Owner or Occupant shall not alter, construct, install, change or otherwise perform any act in violation of any city ordinance or code of the City of Houston or in a manner that affects or compromises the structural integrity of the Unit or Common Elements, including, without limitation, drilling holes in or removing any portion of demising walls (common wall between Units) or drilling into or removing any portion of the concrete, ceilings or floors.

4.14. *Dryers.* The venting or conduit of the exhaust vents or conduits for clothes dryers shall at all times comply with the specifications for proper venting, including as necessary, the installation of specialized equipment or additional exhaust fans. Lint must be regularly removed from dryer vents. The Owner or Occupant of a Unit is required to periodically engage a professional to inspect the venting and ducts and maintain and/or repair the venting and ducts, as necessary, for efficiency and safety.

4.15. *Plumbing Lines.* Because of the age of the Condominium and the fact that galvanized steel pipes were used for the plumbing system at the time of original construction, Owners and Occupants must strictly comply with these Rules relating to leaks and pipe replacement.

- a. If a leak occurs in a plumbing line that the Owner of the Unit is responsible for repairing, the Owner or Occupant is required to immediately (i) take action to clamp the leak or otherwise remedy the problem and (ii) notify the Association through its management company.
- b. Within thirty (30) days of the date the leak is discovered (regardless of the fact that the leak was clamped or otherwise remedied), the Owner is required to replace the plumbing line in which the leak occurred with a polyethylene pipe from the point at which it connects to a common line to its service point.
- c. The replacement of the plumbing line, as required in b., above, must be completed by a licensed plumber. The Association shall at all times have a plumber or plumbing company that is familiar with the plumbing system within the Condominium that it recommends to replace plumbing lines. If a plumber or plumbing company other than the plumber or plumbing company recommended by the Association is used, the Owner must provide proof to

the Association prior to the commencement of work that the person engaged to replace the plumbing line is a licensed plumber. The plumber must also comply with Section 7.05. of these Rules and Regulations and, in particular, provide certificates of the required insurance. If a plumber or plumbing company other than the plumber or plumbing company recommended by the Association is used, the Owner must also engage the plumber or plumbing company recommended by the Association to inspect the pipe replacement work after the plumbing work is completed but before the sheetrock is replaced.

- d. The failure of an Owner to replace a plumbing line that leaks after the effective date of these Rules and Regulations, as set forth in this Section 4.15., may result in any one or all of the following:
- i. a monthly fine in the initial amount of \$200.00 until the pipe replacement work is completed;
 - ii. the replacement of the plumbing line by the Association with all costs incurred by the Association being charged to the Owner;
 - iii. a charge against the Owner for all attorney's fees and costs incurred by the Association which relate to the Owner's non-compliance.

4.16 *Fireboxes.* Each Owner or Occupant, at his or her sole cost and expense, shall maintain, repair and replace the firebox appurtenant to the Unit of the Owner or Occupant.

SECTION 5. GENERAL USE AND MAINTENANCE OF COMMON ELEMENTS

5.01. *Intended Uses.* Every area and facility in the Condominium may be used only for its intended and obvious purpose. For example, walkways, stairways, sidewalks, elevators, and driveways are to be used exclusively for purposes of access, not for social congregation or recreation.

5.02. *Grounds.* Unless otherwise approved in writing by the Board of Directors, Owners and Occupants shall not alter in any manner the landscaped areas, lawns, beds, or plant materials in or on the Common Elements.

5.03. *Abandoned Items.* No item or object of any type shall be stored, placed, or maintained anywhere on the general Common Elements, including window sills, passageways and courtyards. Items of personal property found on Common Elements shall be deemed to be abandoned and may be disposed of by the Board of Directors without liability to any party.

5.04. *Obstructions.* No Owner or Occupant shall take any action or do anything which obstructs in any manner a stairway, driveway, parking area or other area that is a part of the Common Elements.

5.05. *Pool Area.* All types of glass products are prohibited in the fenced pool area. Additional rules relating to the use of the pool are posted at the pool. THERE IS NO LIFEGUARD ON DUTY AT ANY TIME AT THE POOL. Accordingly, Owners or Occupants and the guests of an Owner or Occupant who use the pool does so at his/her risk.

5.06. *Wild Animals and Birds.* No Owner or Occupant shall feed wild or stray animals (such as, by way of example and not in limitation, feral cats) or birds anywhere within the Condominium, including inside a Unit.

SECTION 6. COMMUNITY ETIQUETTE

6.01. *Courtesy.* Each Owner and Occupant shall use his or her Unit and the Common Elements with consideration of the rights and privileges of other Owners and Occupants.

6.02. *Annoyance.* An Owner or Occupant shall avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other Owners or Occupants or their guests, or the Association's employees and agents.

6.03. *Noise and Odors.* Each Owner and Occupant shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb Owners or Occupants of other Units.

6.04. *Reception Interference.* Each Owner and Occupant shall avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception within the Condominium.

6.05. *No Personal Service.* The Association's employees and agents are not permitted or authorized to render personal services to Owners and Occupants. Each Owner and Occupant agrees that the Association is not responsible for any item or article left with or delivered to the Association's employees or agents on behalf of such Owner and Occupant and releases the Association from liability for damage to or loss of any item or article left with or delivered to an employee or agent of the Association.

6.06. *Compliance with Law.* Owners and Occupants shall not use the Condominium for unlawful activities. Owners and Occupants shall comply with applicable laws and regulations of the United States and of the State of Texas, and with ordinances, rules, and regulations of the City of Houston. An Owner or Occupant who violates this provision shall hold the Association and all other Owners and Occupants harmless from and against all fines, penalties, costs, and prosecutions relating to such violation or noncompliance.

6.07. *Solicitors.* No solicitors are permitted on the premises, regardless of the purpose of the solicitation, including, without limitation, solicitations for products or services and

solicitations for political or religious purposes. Therefore, an Owner or Occupant of a Unit shall not permit access to the premises to a solicitor.

SECTION 7. ARCHITECTURAL CONTROL

7.01. *Common Elements.* Without the Board of Directors' prior written approval, no Owner or Occupant shall change, alter, decorate, or improve the Common Elements, including, without limitation, an entry door, balcony, or patio.

7.02. *Prohibited Acts.* No Owner or Occupant shall:

- a. post signs (including, without limitation, a "For Sale" or "For Lease" sign), notices, or advertisements on the Common Elements, on a balcony, in a patio, in a Unit if visible from outside his or her Unit, or on a fence or balcony railing;
- b. place or hang an object in, on, from, or above any window, interior window sill, balcony, patio, fence enclosing a patio, or balcony railing that the Board of Directors determines detracts from the appearance of the Condominium;
- c. hang, shake, or otherwise display linens, clothing, towels, rugs, shoes, mops, bedding or other similar items from windows, doors, balconies, patios or other areas within the Condominium;
- d. erect or install exterior horns, lights, speakers, aerials, antennas, satellite dishes or other transmitting or receiving equipment, or cause anything to protrude through an exterior wall or roof; or
- e. place decorations on exterior walls or doors or on the general Common Elements.

7.03. *Window Treatments.* An Owner may install window treatments inside his or her Unit, at his or her sole expense, provided:

- a. any window treatment, including drapes, blinds, shades, or shutters must be white or beige when viewed from outside the Unit;
- b. aluminum foil and reflective window treatments are expressly prohibited; and
- c. window treatments must be maintained in good condition, and must be removed or replaced if they become stained, torn, damaged, or otherwise unsightly, as determined by the Board of Directors.

7.04. *Board of Directors Approval.* No modification, change or alteration of a Unit shall be made unless and until the Owner or Occupant submits to the Board of Directors complete plans and specifications showing the nature, kind, shape, size, materials, colors, and location for all proposed work, and any other information reasonably requested by the Board of Directors and obtains the Board's written approval prior to the commencement of the work. The failure of the Board to act on a request submitted by an Owner or Occupant shall not result in deemed approval of the proposed modification, change or alteration.

7.05. *Construction and Contractor Rules.* In addition to applicable governmental laws, rules, regulations and ordinances, contractors are required to abide by the following rules and regulations so that Owners and Occupants are not unduly disturbed by work-related activities.

- a. *Hours.* - Working hours are Monday through Friday, 8:30 a.m. - 5:00 p.m. Contractors may arrive on the premises no earlier than 8:00 a.m. to prepare for work and must clean up and depart the premises no later than 5:30 p.m. Any work involving impacting or drilling of the concrete slab is prohibited prior to 10:00 a.m. This includes the operation of impact hammers, rotary hammer drills, core drills, nail guns, and the installation or removal of carpet tack strips.
- b. *Parking.* Contractors must park in parking spaces designated by the Association for contractor parking.
- c. *Noxious Odors.* The use of paints, chemicals or solvents that cause noxious or unpleasant odors is prohibited.
- d. *Trash.* All trash and debris is to be completely removed from the property by the contractor as work proceeds. Dumpsters and trash receptacles maintained on the property by the Association for use by Owners and Occupants on the property are NOT to be used for construction trash.
- e. *Appliances.* Unit appliances are not to be used by contractors for the disposal of trash or cleaning equipment or for any similar reason. Kitchen sinks, bathtubs, toilets, etc. are not to be used for washing equipment or for the disposal of any construction materials.
- f. *Insurance.* All contractors performing work in the Condominium must obtain and have in full force and effect comprehensive general liability with minimum limits of liability in the amount of \$500,000.00 and workers compensation insurance with minimum limits of liability in the statutory amount. A contractor is required to provide certificates of insurance duly executed by an authorized insurance representative to the Association prior to performing any work on the premises.

SECTION 8. VEHICLE RESTRICTIONS

8.01. *Number of Vehicles.* Because parking on the premises is limited, not more than two (2) vehicles per Unit are permitted to be parked on the premises by the Owner or Occupant of the Unit at any given time.

8.02. *Guest/Visitor Parking.* Vehicles operated by guests and service providers must be parked in the spaces designated by the Association for guests and service providers.

8.03. *Vehicle Operation.* Each Owner and Occupant shall operate his/her vehicle on the premises in a safe, cautious and courteous manner.

8.04. *Repairs.* Washing, repairing, restoring, and maintaining of a vehicle within the Condominium is prohibited, except for emergency repairs, and then only as necessary to enable movement of the vehicle to a repair facility.

8.05. *Prohibited Vehicles.* Trailers, motor homes, recreational vehicles, boats, limousines, transportation vans (i.e., a van other than a family passenger van used on a regular or routine basis for transporting people), and vehicles which either display commercial advertising or a logo or have been adapted or modified for a commercial use are prohibited on the premises. Further, a vehicle which does not display all required current licenses and permits, does not have fully inflated tires, is on a jack, or is otherwise not capable of being legally operated on a public street is prohibited on the premises.

8.06. *Use of Parking Spaces.* No parking space within the Condominium shall be used for any type of storage. No parking space may be enclosed or used for any purpose that prevents vehicle parking.

8.07. *No Obstruction.* No vehicle may be parked in a manner that interferes with ingress to and egress from the Condominium. No vehicle shall obstruct or impair the flow of traffic, constitute a nuisance, or otherwise create a safety hazard in the Condominium. No Owner or Occupant shall park a vehicle for any length of time in a parking space designated for or assigned to another Unit for the exclusive use of the Owner or Occupant of that Unit, along a curb, in a fire lane, or in any area designated as "No Parking."

8.08. *Nuisances.* Each vehicle shall be muffled and shall be maintained and operated to minimize noise, odor, and oil emissions. The use of a horn in a vehicle within the Condominium is discouraged and should be used only for appropriate notice. No vehicle may be kept on the Condominium property if the Board of Directors deems it to be unsightly, inoperable, inappropriate, or otherwise violates the Governing Documents. Further, Owners, Occupants and other persons shall not congregate in or around a parked vehicle, play music at a high volume in a parking area, or otherwise make unreasonable noise in a parking area.

8.09. *Violations.* A vehicle parked within the Condominium in violation of these Rules and Regulations may be stickered, wheel-locked, and towed or otherwise removed from the Condominium by the Board of Directors, at the expense of the owner of the vehicle. The Association shall not be liable for damage to a vehicle for which the Association exercises a remedy per this paragraph.

SECTION 9. TRASH DISPOSAL

9.01. *General Duty.* No Owner or Occupant shall litter the Condominium. All Owners and Occupants shall endeavor to keep the Condominium clean and shall dispose of all refuse in receptacles provided specifically by the Association for that purpose.

9.02. *Placement; Storage.* No Owner or Occupant shall store trash within his or her Unit in a manner that attracts vermin, causes odors, or increases the risk of fire. No Owner or Occupant shall place or keep trash on a stairway landing, on a balcony, or in a patio area.

9.03. *Disposal.* Owners or Occupants shall place trash entirely within a dumpster, not outside, next to, or on top of a dumpster. Boxes and large objects shall be crushed or broken down before placed in a dumpster. The top of a dumpster is to be closed except when depositing trash in the dumpster.

SECTION 10. PETS

10.01. *Rules Relating to Pets.* The Rules relating to pets are as follows:

- a. No animal shall be kept in a Unit except normal and customary household domestic pets (i.e. dogs, cats, fish, birds, etc.). Reptiles, exotic species, and animals generally recognized to be vicious are prohibited. No pet shall exceed a weight of thirty pounds (30 lbs.) at maturity.
- b. An Owner or Occupant may keep not more than one (1) animal in the Owner's or Occupant's Unit, which must comply with the maximum weight limitation. There shall be no restriction on the number of fish within a Unit.
- c. Upon request by the Association, an Owner or Occupant shall provide the Association with a list of the pets kept or maintained in the Owner's or Occupant's Unit (i.e. number, species, breed, etc.).
- d. No pet may be kept or bred for any commercial purpose.
- e. No pet shall be kenneled or tethered unattended for any period of time on a balcony, in a patio area or in any Limited or General Common Element.
- f. A PET MUST BE ON A LEASH AND MAINTAINED UNDER THE CONTROL OF A RESPONSIBLE PERSON WHILE ON THE PREMISES. No pet shall be allowed to run loose on the premises.
- g. All pets must have all required and customary vaccinations.
- h. No animal reasonably determined by the Board of Directors to be aggressive or vicious and, therefore, a threat to humans or other animals is permitted on the premises.
- i. Each Owner or Occupant who maintains a pet shall be responsible to pick up and dispose of any defecation by such pet on the premises.
- j. Except for service pets, PETS ARE NOT ALLOWED IN THE POOL AREA AT ANY TIME. In addition, with the exception of service pets, pets are not allowed in the mailbox area.
- k. An Owner or Occupant is not permitted to bathe a dog or cat anywhere outside of the Owner's or Occupant's Unit.
- l. An Owner or Occupant is not permitted to feed a pet anywhere outside of the Owner's or Occupant's Unit.
- m. Cats are not allowed to roam on or about the property.
- n. No Owner or Occupant shall allow a pet to unreasonably disturb other Owners or Occupants by reason of noise, odor or other factors. No pet shall be permitted to bark, howl, whine, screech or make other loud noises.

If an Owner or Occupant of a Unit has more than two (2) pets or one (1) or more pets that exceed thirty pounds (30 lbs.) as of the effective date of these Rules and Regulations, the Owner or Occupant shall not be required to remove a pet or pets from the Owner's or Occupant's Unit to comply with these Rules. However, if the number of pets in the Unit is reduced as a result of the death or voluntary removal of a pet, the Owner or Occupant shall not be permitted to replace the pet in violation of these Rules. Likewise, if a pet that weighs more than thirty pounds (30 lbs.) dies or is voluntarily removed from the Unit, the Owner or Occupant is not permitted to replace the pet with a pet that either weighs more than thirty pounds (30 lbs.) or a pet that will weigh more than thirty pounds (30 lbs.) at maturity.

10.02. *Damage.* The owner of a pet is responsible for any property damage, injury, or disturbance his or her pet may cause or inflict. An Owner or Occupant who keeps a pet in the Condominium shall be deemed to indemnify and agree to hold harmless the Board of Directors, the Association, and other Owners and Occupants, from any loss, claim, or liability of any kind or character whatever resulting from any action of his or her pet or arising by reason of keeping or maintaining such pet in the Condominium.

10.03. *Pooper Scooper.* An Owner or Occupant shall not walk his or her pet anywhere in the Condominium other than areas designated by the Board of Directors for that purpose. Each Owner or Occupant is responsible for the removal of his or her pet's waste from the Common Elements, regardless of whether the waste is in a grass area or landscape bed or on a paved area such as a sidewalk or driveway. The Board of Directors may levy a fine against an Owner or Occupant and the Unit of the Owner or Occupant for each violation of this rule.

10.04. *Removal.* If an Owner or Occupant does not comply with these Rules and Regulations and the pet causes or creates a nuisance, odor, unreasonable disturbance, or noise, the Board of Directors may notify the Owner or Occupant and provide a reasonable period of time to remedy the problem. If the problem is not corrected within the time specified in the notice, the Owner or Occupant, upon written notice from the Board of Directors, shall be required to permanently remove the pet from the Condominium.

SECTION 11. SATELLITE DISH ANTENNAS AND CABLE.

11.01. *Antennas.* With the prior written approval of the Board of Directors, a satellite dish antenna may be installed on the trim board on the back side of the chimney. Otherwise, a satellite dish antenna is only permitted in the exclusive use area of an Owner's balcony or patio. Provided that, under no circumstances shall a satellite dish antenna be attached to or on an exterior wall, on the balcony railing, or on a fence. The satellite dish antenna must be securely mounted to a base to withstand high winds and extraordinary weather with drilling into or otherwise penetrating the floor of the balcony or concrete slab in a patio. No guy wires or similar apparatus are permitted.

11.02. *Cable.*

- a. All cable must be completely concealed from view in a manner approved by the Board of Directors.
- b. Cable is not permitted on the ground or on visible areas of roofs, brick, siding and gutters. Cable must be neatly hidden in corners and shielded with vinyl conduit approved by the Board of Directors.
- c. Any small lengths of cable must be concealed with vinyl conduit approved by the Board of Directors.
- d. Conduit must be painted using the approved color for that particular building.
- e. Cable must be tightly tucked and concealed behind gutters and down spouts. No cable may be placed over a gutter.
- f. No ties or any other visible strapping devices to secure cable are allowed.
- g. No devices may be attached to a building exterior, except the top, rear portion of a chimney.

SECTION 12. FLAGPOLES

12.01. *Prohibited.* Flagpoles are not permitted to be attached to or on any portion of the Limited or General Common Elements, on a balcony railing, on a fence enclosing a patio, or in a patio.

SECTION 13. RELIGIOUS ITEMS

The display of religious items is restricted by the following Rules:

- a. Board Approval. The Declaration prohibits an Owner from altering the exterior appearance of the Owner's Unit. Thus, as authorized by the Declaration and Section 202.018(c) of the Texas Property Code, any alteration to the entry door or door frame must first be approved by the Board of Directors.
- b. Location. Except as otherwise provided in this Section, a religious item is not permitted anywhere except on the entry door or door frame of the Unit. A religious item shall not extend past the outer edge of the door frame.
- c. Size. The religious item(s), individually or in combination with each other religious items displayed or affixed on the entry door or door frame, shall not have a total size of greater than twenty-five (25) square inches.
- d. Content. A religious item shall not contain language, graphics, or any display that is patently offensive to persons of ordinary sensibilities.
- e. Limitation. A religious item shall not be displayed or affixed on an entry door or door frame if it threatens the public health or safety or violates a law.
- f. Color of Entry Door and Door Frame. An Owner or Occupant is not permitted to use a color for an entry door or door frame of the Owner's or Occupant's

Unit or change the color of an entry door or door frame that is not authorized by the Board of Directors.

- g. Other. Notwithstanding the above provisions, this Rule shall not prohibit or apply to temporary seasonal decorations related to religious holidays, as otherwise permitted by the Board of Directors.

SECTION 14. MISCELLANEOUS

14.01. *Non-Liability for Security.* THE ASSOCIATION, ITS DIRECTORS, COMMITTEES, MEMBERS, AGENTS, AND EMPLOYEES, SHALL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE CONDOMINIUM, AND SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. EACH OWNER, OCCUPANT, GUEST, AND INVITEE ON THE CONDOMINIUM ASSUMES ALL RISK FOR LOSS OR DAMAGE TO HIS OR HER PERSON, TO HIS OR HER UNIT, TO THE CONTENTS OF HIS OR HER UNIT, AND TO ANY OTHER OF HIS OR HER PROPERTY ON THE CONDOMINIUM. THE ASSOCIATION EXPRESSLY DISCLAIMS AND DISAVOWS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY SECURITY SYSTEMS, EQUIPMENT OR MEASURES RECOMMENDED, INSTALLED OR UNDERTAKEN WITHIN THE CONDOMINIUM.

14.02. *Mailing Address.* Each Owner and Occupant is responsible for notifying the Association of his or her current mailing address. A notice of a change of address must be in writing and clearly identified as such. All notices required sent to Owners by the Association shall be sent to each Owner's last known mailing address as shown on the records of the Association. If an Owner fails to provide a mailing address to the Association, the address of that Owner's Unit shall be deemed the Owner's mailing address. The submission of a check to the Association which sets forth an alternative address, does not constitute notice of a change in the Owner's or Occupant's mailing address.

14.03. *Revision.* These Rules and Regulations may be amended or supplemented by the Board of Directors at any time.

14.04. *Effective Date.* These Rules and Regulations shall become effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

CERTIFICATION

I hereby certify that I am the Secretary of Chambord Owners Association, Inc. and that the foregoing Rules and Regulations was approved by not less than a majority of the Board of Directors of the Association at a meeting duly called and held on the 7th day of January, 2016, at which a quorum was at all times present.

DATED, this the 7th day of January, 2016.

CHAMBORD OWNERS ASSOCIATION, INC.

By: Wm Southward

Printed: WILLIAM SOUTHWARD

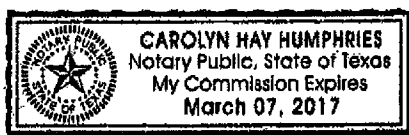
Its: Secretary

THE STATE OF TEXAS

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§
§

COUNTY OF HARRIS

BEFORE ME, the undersigned notary public, on this 7 day of January, 2016 personally appeared William Southward, Secretary of Chambord Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Carolyn Hay Humphries
Notary Public in and for the State of Texas

RP-2016-17190
Pages 18
01/14/2016 10:06 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$80.00

RECORDERS MEMORANDUM

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

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

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



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2016-17190