

107-48-3095

**RULES AND REGULATIONS
FOR
PARK WEST TOWNHOMES**

THE STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, heretofore, by instrument styled "Declaration of Covenants, Conditions and Restrictions for Park West Community Association, Inc." (the "Declaration"), recorded under Clerk's File Number F342266 of the Real Property Records of Harris County, Texas, a planned unit development has been established covering real property situated in Harris County, Texas, as described in said Declaration, reference hereby being made to the Declaration for a more particular description of said real property;

WHEREAS, pursuant to Article V, Section 8 of the Declaration, the Board of Directors of Park West Community Association, Inc. (the "Association") is empowered to establish, make and enforce such reasonable rules and regulations as maybe necessary for the operation, use and occupancy of the properties, and to amend same from time to time; and

WHEREAS, by Resolution Adopted by Unanimous Written Consent of the Board of Directors of the Association dated August 12, 1992, the said Board of Directors unanimously approved Rules and Regulations for Park West Townhomes, said Rules and Regulations to become effective as of September 1, 1992.

NOW THEREFORE, the Board of Directors of Park West Community Association, Inc. does hereby publish and declare the following Rules and Regulations for Park West Townhomes which are attached hereto and incorporated herein, which said Rules and Regulations For Park West Townhomes shall run with the land and each Lot within Park West Townhomes shall be held, conveyed, assigned, hypothecated, encumbered, leased, rented, used, occupied and improved subject to such Rules and Regulations.

IN WITNESS WHEREOF, the undersigned Directors, being all of the members of the Board of Directors of Park West Community Association, Inc. as currently constituted, have executed this instrument this 12th day of August, 1992.

PARK WEST COMMUNITY
ASSOCIATION, INC.

107-48-3096

By: *Susan Sanford*
SUSAN SANFORD, Director

By: *Betty Dykes*
BETTY DYKES, Director

By: *Karl Gustafson*
KARL GUSTAFSON, Director

By: *Pat Sundheimer*
PAT SUNDHEIMER, Director

By: *Elenor Ambrose*
ELENOR AMBROSE, Director

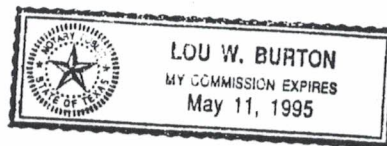
THE STATE OF TEXAS

COUNTY OF HARRIS

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This instrument was acknowledged before me on this 12th day of August, 1992, by Susan Sanford, Betty Dykes, Karl Gustafson, Pat Sundheimer, and Elenor Ambrose, Directors of PARK WEST COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

NOTARY PUBLIC in and for the
S T A T E O F T E X A S
Name: _____
My Commission Expires: _____



0279-ho72-0004a

RULES AND REGULATIONS
FOR
PARK WEST TOWNHOMES

107-48-3097

(Effective September 1, 1992)

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RULES AND REGULATIONS
FOR
PARK WEST TOWNHOMES

[PLEASE NOTE DEFINITIONS UNDER RULE 16(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 these Rules and Regulations:

Rule 1 (a): Complaints. The Managing Agent of the Properties shall make periodic inspections of the Properties for the purpose of noting any violations of the terms and provisions of the Declaration, the By-Laws and/or of these Rules and Regulations. Complaints by any Owner or Resident concerning the observance, performance and/or violation of the terms and provisions of the Declaration, the By-Laws and/or of these Rules and Regulations shall be made in writing to the Managing Agent, the Board of Directors or any Officer of the Association.

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, the By-Laws, 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, written notice of each separate violation shall promptly be given to the Owner(s) and/or Resident(s) involved. Such notice shall request the violation(s) involved be cured in not more than ten (10) days of the date of such notice, and shall advise that a fine of SEVENTY-FIVE DOLLARS (\$75.00), or such other amount as may from time to time be fixed by resolution of the Board of Directors, 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 party who sent the violation notice. 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 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): 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 the amount of fine set in accordance with Rule 1(c) which fine shall be assessable as to 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 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) as to any particular violation(s) if the Board of Directors determine, in its sole discretion, that: (i) the violation(s) were not knowingly or willfully committed; (ii) same have been fully cured; (iii) assurances have been given to the Board of Directors that the violation(s) will not re-occur; and (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 (f): 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 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 (g): 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 shall be deemed a debt to the Association, and the payment thereof shall be secured by, and enforceable in the same manner as, the assessment lien provided for in Article IV of the Declaration.

Rule 1 (h): Late Charge; Return Check Charge. In order to defray additional administrative costs resulting from late payment of or 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: (i) a late charge of TEN DOLLARS (\$10.00), or such other amount as may from time to time be fixed by resolution of the Board of Directors, as to any payment which is not received by the twentieth (20th) day after same is due; and (ii) a return check charge of TWENTY-FIVE DOLLARS (\$25.00), or such other amount as may from time to time be fixed by resolution of the Board of Directors, as to each and every instrument dishonored as aforesaid which amount shall be due and payable immediately upon dishonor without necessity for demand, notice of any kind or presentment for payment.

Rule 2

Children

Rule 2 (a): Play Areas. Children shall play only in such areas as the Board of Directors shall by resolution from time to time direct and designate, and shall not play or otherwise loiter in or on sidewalks, parking areas or any of the exterior landscaped areas.

Rule 2 (b): Supervision. All Owners and/or Residents shall insure that their Children and the Children of any of their guests or invitees are properly supervised at all times, and shall not permit such Children to roam about the Properties or to engage in any activity or conduct that will cause damage to or require additional maintenance of any of the Common Area, including landscaped areas and recreational facilities, or which is otherwise in violation of the Declaration, the By-Laws and/or these Rules and Regulations. Toys shall be removed from the

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Common Area when not in use by the Child owning same. Any unattended toys left in or on the Common Area shall be deemed abandoned and discarded as litter.

Rule 2 (c): Liability For Conduct of Children. The parent(s), guardian(s) or other person(s) with whom any Child resides upon the Properties or who are otherwise legally responsible for the care and custody of a Child shall be responsible for ensuring such Child and the Children of such persons' guests or invitees comply with applicable provisions of the Declaration and these Rules and Regulations, and shall be liable for the consequences of any violation(s) thereof by any such Child.

Rule 3

Pets

No pets shall be permitted outside any Unit or in or upon the Properties unless carried or on a leash no longer than ten feet (10'). Pets shall also be leashed and/or restrained in accordance with ordinances or rules of the City of Houston, Texas and/or Harris County, Texas, and shall be controlled and attended at all times. No pet shall be permitted to enter or remain within the perimeter of the fenced swimming pool area regardless of whether carried, leashed or attended. Pets shall be walked and permitted to excrete only in such area or areas as may be designated from time to time by the Board of Directors, and feces shall be promptly removed and properly disposed of.

Rule 4

Modifications

Rule 4 (a): Prior Approval of Modifications Required. Except in strict compliance with applicable provisions of this Rule 4 and the Declaration, including in particular Article V of the Declaration, no Owner, Resident or any other person shall be permitted to change, alter, modify or improve, nor to commence, construct, erect, place or maintain any structure, object, landscaping, gardening, fencing, or any other modification or improvement on, any of the Properties, or any part thereof, or any structure, equipment, device or other improvement located thereon (any and all such activities hereinafter referred to as "Modifications").

Rule 4 (b): Interference With Structural Soundness. No Modifications shall be permitted which would impair the structural soundness or integrity of any building or structure.

Rule 4 (c): Interior Modifications. Modifications of the interior of any Unit shall be permitted, provided: (i) no such

Modification shall be permitted if the Modification will alter the appearance of the Unit as viewed from the outside thereof or such Modifications involve the removal of internal load-bearing 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 4 (d): Submission of Plans and Specifications. Except as permitted by Rule 4(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 or 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 4 (e): 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 with the Association the estimated costs of employing all such experts; and (ii) consent in writing to employment of the expert(s) and payment 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 4 (f): Decisions as to Plans and Specifications. Plans and specifications shall be deemed submitted to the Association upon the date of receipt thereof; or when additional or supplemental plans, specifications or information is requested or deposit for expert expenses and commitment for payment of same is required, then upon the date of receipt of same. Within thirty (30) days after submission as aforesaid, 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 this Rule 4 will be deemed to have been fully complied with, but in all other respects, applicable provisions of the Declaration, By-Laws, and/or these Rules and Regulations shall apply to the Modifications.

Rule 4 (g): 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 in trespass or otherwise.

Rule 5

Maintenance and Repair

Rule 5 (a): Duty to Maintain. Each Owner of any Unit and any Residents thereof shall at all times keep the interior and exterior of such Unit neat and attractive and free from garbage, waste and other debris, and shall at all times maintain the Unit in accordance with applicable provisions of the Declaration.

Rule 5 (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 Unit; nor shall it be permitted to dust, beat upon or otherwise clean rugs or other materials or objects from any Unit windows or in or upon any exterior part of a Unit. Dust, trash, garbage or other waste or debris shall not be discarded from or placed in or upon any window, adjoining Unit or lot, or the Common Area. Dust, trash, garbage or other waste or debris shall be disposed of only in accordance with Rule 9 hereof.

Rule 5 (c): Maintenance Rights of Association. If an Owner of any Unit and/or any Resident thereof fails to properly maintain

such parties' Unit as provided in this Rule 5, or other applicable provisions of the Declaration, By-Laws, and/or these Rules and Regulations, the Board of Directors shall have the right (but not the obligation) 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 Unit, or any part thereof, without liability whatsoever in trespass or otherwise.

Rule 6

Insurability

Nothing shall be done or kept in or on the Properties, and same shall not 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 7

Noise; Appliance and Utility Usage

Owners and Residents of Units shall at all times exercise extreme care to avoid making or permitting to be made by their respective children, guests or invitees any loud or objectionable noises, and in using or playing or permitting to be used or played by their respective children, 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 8

Window and Door Coverings

Rule 8 (a): Reflective Coverings. No aluminum foil or similar reflective material shall be used or placed over doors or windows of any Unit.

Rule 8 (b): Burglar Bars. No burglar bars shall be installed unless prior written approval is obtained in accordance with Rule 4 hereof, and if approved, the Owner shall be responsible for continuing maintenance of same to insure proper functioning and a neat and attractive appearance thereof. 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 substantially the same color as the door.

Rule 8 (c): Other Coverings. Except for draperies or venetian blinds which are white, beige, light tan or other neutral color which is compatible with the color scheme of the Unit and Properties, 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 4 hereof. Any such items installed or used without having first obtained written approval shall be subject to removal at the sole cost and expense of the Owner and/or Resident without liability whatsoever in trespass or otherwise.

Rule 9

Waste Disposal

Rule 9 (a): General. All trash, garbage and other waste and debris shall be properly bundled and packaged before discarding. 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 Properties. Grease, oil and similar matter which have 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, including improper use of garbage disposal units or other sewage disposal systems.

Rule 9 (b): Incineration Prohibited. No incinerator may be maintained on any portion of the Properties, and no incineration of any materials shall be permitted anywhere upon the Properties.

Rule 9 (c): Waste Pickup. Trash and garbage for pickup by a regular service shall be placed in such area or areas as the Board of Directors may by resolution from time to time direct, or as the garbage and sanitation service or City of Houston may require; provided trash and garbage shall not be placed for pickup earlier than eight (8) hours prior to a scheduled pickup day, and all trash and garbage pickup containers shall be removed to a garage or such other areas screened from public view as from time to time designated and determined by resolution of the Board of Directors, and any remaining trash, garbage or debris removed from the pickup site, not later than midnight of the scheduled pickup day.

Rule 10

Antennas

No Owner, Resident or other person shall install any wiring for radio or television antennas, or any wiring in connection therewith.

Rule 11

Air Conditioning and Heating Systems

Window air conditioners are prohibited. No other type of air conditioning or heating system other than as originally installed in a Unit is permitted unless approved as provided in Rule 4.

Rule 12

Parking and Vehicular Traffic

Rule 12 (a): Assigned Parking. Residents shall park automobiles only in the parking space(s) assigned to such Resident's Unit. Owners who are not Residents shall park automobiles only in designated guest parking areas. The Board of Directors may by resolution designate specific areas from time to time to be used exclusively for the parking of additional vehicles owned by Residents. Guests, visitors, and invitees shall park in a designated guest parking area only. Residents shall park in the guest parking area only if such Resident has insufficient assigned parking to accommodate their vehicles, and the Resident has been assigned a guest parking area by the Board of Directors.

Rule 12 (b): 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 by either vehicular or pedestrian traffic to any fire lane or any entrance to or exit from the Properties, or from any parking space or walkway located thereon.

Rule 12 (c): 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 shall be parked, kept or stored anywhere upon the Properties 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 Properties at any time except within the confines of an assigned parking space.

Rule 12 (d): Unused, Inoperable or Unsightly Vehicles. No unused vehicle, no inoperable vehicle except one upon which work of a temporary nature is being performed, and no unsightly vehicle shall be parked, kept or stored anywhere upon the Properties. "Unused vehicle" as used herein shall mean any vehicle not intended for active use which intent shall be presumed as to any vehicle parked in a guest parking area which has not been assigned to a Resident as above provided for a period in excess of forty-eight (48) hours, and as to any vehicle parked in an assigned parking area for a period in excess of twenty-one (21) days; provided, requests for parking in excess of the foregoing time limits may be made to the Board of Directors or Managing Agent in writing upon demonstration of good cause. "Inoperable vehicle" shall include, without limitation of the foregoing, any vehicle with any deflated tires, or an expired license plate, or an expired inspection sticker, or inadequate emissions control, or which is excessively noisy, and any vehicle which for any reason may not be legally operated on public streets. "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 Properties. In any event, work shall be deemed NOT to be of a temporary nature as to any inoperable vehicle remaining on the Properties in excess of forty-eight (48) hours. "Unsightly vehicle" shall include any vehicle which due to disrepair, misrepair or any other reasons as determined by and in the sole opinion of the Board of Directors detracts from the aesthetics or appearance of the Properties, including without limitation, any vehicle with missing or damaged body parts or unsightly painting.

Rule 12 (e): Washing or Repair of Vehicles. Washing of vehicles is permitted only by Residents, and only with use of flow control nozzle to prevent uncontrolled or excessive use of water. Washing of vehicles may be restricted to such area or areas as may by resolution be designated from time to time by the Board of Directors. No work of any kind shall be performed on any automobile or other vehicle anywhere upon the Properties other than "work of a temporary nature" as defined in Rule 12(d). Prohibited work shall include without limitation oil changes, transmission work, tune-ups, brake jobs, suspension work, body work and engine repairs. 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 12 (f): Maintenance of Parking Area. Parking areas other than garages 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 and debris at all times by the Owner and/or Resident of the Unit to which same is assigned.

Rule 12 (g): Motorbikes; Small Vehicles. Motorcycles, motor-bikes, minibikes, Mopeds, motor scooters and similar vehicles shall not be operated anywhere upon the Properties except for the purpose of transportation directly from a parking space to a point outside the Properties or from a point outside the Properties 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 sidewalks or any other area intended for pedestrian travel.

Rule 12 (h): Traffic Control Signs. All traffic control signs upon the Properties, including without limitation, speed limit signs and restricted or no parking signs, shall be strictly complied with at all times.

Rule 12 (i): Removal of Unauthorized Vehicles. Any automobile or other vehicle improperly parked, kept or stored upon the Properties in violation of this Rule, or any other applicable provisions of the Declaration, By-Laws or 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, any officer 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. Except as to any vehicle parked or placed in violation of Rule 12(b) regarding obstruction of vehicular or pedestrian traffic as to which the right of removal shall be immediate, such removal shall be preceded by placing of a notice upon the vehicle advising the vehicle may be removed from the properties after 24 hours and of a name and telephone number for purposes of any inquiries regarding same.

Rule 13

Pool Usage

Rule 13 (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 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 13 (b): Usage Rules. The following rules shall apply to usage of the pool facilities regardless of whether or not same are posted in the pool area subject however to modification as provided in Rule 13(c):

1. Hours: The pool shall be open for usage from 10 o'clock a.m. to 10 o'clock p.m., Sunday through Thursday, and 9 o'clock a.m. to 11 o'clock p.m. on Friday and Saturday. Any person entering the pool area other than during the aforesaid hours shall be deemed guilty of trespass, and shall be subject to removal at the direction of the Board of Directors, or any officer or Directors or the Managing Agent without liability whatsoever.

2. Adult Supervision: No child twelve (12) years of age or under shall be permitted within the fenced pool area at any time unless accompanied by a person eighteen (18) years of age or older who is a competent swimmer and who is actively supervising such child.

Rule 13 (c): Additional Rules. The Board of Directors may by resolution modify Rule 13(b) and/or enact additional rules from time to time and at any time regarding usage of the pool facilities for the benefit of Owners and Residents, 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 14

Leases

Rule 14 (a): Required Lease Provisions. As provided in and in addition to the provisions of Article VI, Section 6 of the Declaration, every lease (or sublease) of a Lot or 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 Lot and the Unit located thereon;

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 Lot or the Unit located thereon shall be permitted without the prior written consent of Lessor and the Board of Directors; and
6. Every lease shall be, and shall specifically state in writing in the lease that the lease is, subject in all respects to all of the terms and provisions of the Declaration, By-Laws, and Rules and Regulations, and that lessee(s) agree to abide and be bound by the provisions thereof.

Rule 14 (b): Documents to be Furnished to Lessee(s). Lessor(s) shall deliver true and correct copies of the Declaration, By-Laws and these Rules and Regulations to the lessee(s).

Rule 14 (c): Lessor/Lessee Liabilities. Lessor(s) and lessee(s) shall be jointly and severally liable for the observance and performance of all of the terms and provisions of the Declaration, By-Laws 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, the By-Laws or these Rules and Regulations.

Rule 14 (d): Surrender of Use of Common Area by Lessor(s). During all periods of time in a Lot and the Unit located thereon is occupied by lessee(s), lessor(s) shall surrender all of lessors' rights as an Owner to the use of all of the Common Area unto such lessee(s), including without limitation all rights of use of recreational facilities and parking privileges (except as to guest parking). The provisions of this Rule 4(e) shall not affect the rights of lessor(s) to inspect the leased premises or to exercise any other rights or remedies customarily reserved for the protection of lessor(s).

Rule 14 (e): Termination of Lease Due to Violation. Violation of the Declaration, By-Laws and/or Rules and Regulations shall be a default under any lease covering any Lot, and shall be grounds for immediate termination of the lease and eviction of lessee(s) by lessor(s) or by Park West Community Association, Inc.

Rule 15

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, including attorneys' fees.

Rule 16

Miscellaneous

Rule 16 (a): Definitions. In addition to the definitions set forth in Article 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 PARK WEST COMMUNITY 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 Declaration of Covenants, Conditions and Restrictions for Park West Community Association, Inc. recorded under Clerk's File Number F342266 and Clerk's Film Code Number 178-09-2284, Real Property Records of Harris County, Texas, and all amendments or modifications thereof.

(4) "Managing Agent" means such persons or entities as may from time to time be employed by the Board of Directors to provide management and administrative services to the Association.

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

Rule 16 (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 fullest extent possible all provisions thereof shall be harmonized and given effect.

Rule 16 (c): 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 otherwise expressly provided herein, 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 16 (d): Notices. Except as otherwise expressly provided herein, 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 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 by certified or registered mail directed to, and which was actually received by, the Board of Directors or Managing Agent.

Rule 16 (e): 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 16 (f): Effective Date; Retroactive Effect. These Rules and Regulations shall be effective as of the 1st day of September, 1992. These Rules and Regulations shall not be applied retroactively except that if any activity or condition shall cease for any period of time, then these Rules and Regulations shall thereafter apply, including the right of the Board of Directors to require any Modifications be made as provided in Rule 4.

APPROVED AND ADOPTED on the 12th day of August, 1992, by the full Board of Directors, as presently constituted, of Park West Community Association, Inc.

0279-ho72-0001a

RESOLUTION ADOPTED BY UNANIMOUS WRITTEN
CONSENT OF THE BOARD OF DIRECTORS
OF

PARK WEST COMMUNITY ASSOCIATION, INC.

The undersigned, as members of the Board of Directors of PARK WEST COMMUNITY ASSOCIATION, INC. (the "Association"), a Texas non-profit corporation, being all the members of such Board as presently constituted, do hereby consent to take the following actions and adopt the following resolutions:

WHEREAS, pursuant to Article V, Section 8 of the Condominium Declaration of Covenants, Conditions and Restrictions for Park West Community Association, Inc. (the "Declaration"), recorded under Clerk's File No. F342266 of the Real Property Records of Harris County, Texas, the Board of Directors of the Association is empowered to establish, make and enforce such reasonable Rules and Regulations as may be necessary for the operation, use and occupancy of the properties, and to amend same from time to time; and

WHEREAS, after careful consideration of the problems and needs of the Association and the Owners and Residents of Park West Townhomes, the Board of Directors is of the opinion it is in the best interest of the Association and its members to adopt the Rules and Regulations hereinafter set forth.

RESOLVED, that the Board of Directors of Park West Community Association, Inc. does hereby establish, make, publish and declare the Rules and Regulations for Park West Townhomes (the "Rules and Regulations"), a true and correct copy of which the Secretary is directed to attach hereto and to make a part hereof, which said Rules and Regulations shall run with the land and each Lot within Park West Townhomes shall be held, conveyed, assigned, hypothecated, encumbered, leased, rented, used, occupied and improved subject to such Rules and Regulations.

RESOLVED FURTHER, that the Rules and Regulations shall become effective on the 1st day of September, 1992.

RESOLVED FURTHER, that the Managing Agent of the Association, is hereby directed to deliver by regular mail a true and correct copy of the Rules and Regulations to each Owner of a

157-48-3115

Lot within the Park West Townhomes at such Owner's last known address, and, where applicable, to the known tenants of each such Owner as soon as practical after the date hereof.

We direct that this consent be filed with the minutes of the proceedings of the Board of Directors of the Association.

This consent is executed pursuant to Article 1396-9.10(A) of the Texas Non-Profit Corporation Act which authorizes the taking of action by the Board of Directors by unanimous written consent without a meeting, and which consent is not restricted by the Articles of Incorporation or By-Laws of the corporation.

This unanimous written consent may be executed in one or more counterparts, all of which together shall be one and the same instrument.

DATED: August 12, 1992.

DIRECTORS:

Susan Sanford
SUSAN SANFORD

Betty Dykes
BETTY DYKES

Karl Gustafson
KARL GUSTAFSON

Pat Sundheimer
PAT SUNDHEIMER

Elenor Ambrose
ELENOR AMBROSE

FILED

92 AUG 14 PM 4:20

CLERK
COUNTY CLERK
HARRIS COUNTY TEXAS

0279-ho74-0001a

107-48-3116

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
duily RECORDED, in the Official Public Records of Real Property of
Harris County, Texas on

AUG 14 1992



Anita Rodheimmer

COUNTY CLERK,
HARRIS COUNTY, TEXAS