

KINGHURST TOWNHOMES OWNERS, INC.

RULES AND REGULATIONS

AUGUST, 2005

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Each townhome shall be used a single family dwelling only. Each owner/resident shall comply strictly with the provisions of the Condominium Declaration for Kinghurst Townhomes Owners, Inc.

Each owner/resident may use the general and limited common elements in accordance with the purposes of which they were intended.

**BICYCLES, TRICYCLES, MOTORCYCLES, GO-CARTS, SKATEBOARDS,
KIDDIE CARS, SKATES AND SCOOTERS**

1. All of these may make reasonable use of the common areas in a manner that will not harm pedestrians.
2. There shall be no riding on the grass.
3. None of the above shall be left unattended on the grass, sidewalks or in any other part of the common areas.
4. Motorcycles are required to observe the same rules as other motor vehicles.

CLUBHOUSE

1. A Kinghurst homeowner in good standing with the Association (i.e., all maintenance fees and assessments must be current) or legal tenant with homeowners' approval, may reserve the clubhouse.
2. Reserving the Clubhouse
 - a. Clubhouse reservations are to be made ONLY with the Management Company and will not be considered confirmed until the Management Company has received a signed Clubhouse Lease Agreement (do not place in the Kinghurst mailroom drop box). This will be "date stamped" by the Management Company and must be received at least two (2) weeks prior to the rental date. If two (2) or more contracts are requesting the same date, the "date stamp" will determine who has first preference. Certified funds only if reservation is made within 72 hours. Contact Board member on property to receive key.
 - b. A \$150.00 deposit must also be received by the Management Company at least seven (7) working days prior to the rental date, unless otherwise authorized by the Board of Directors.
 - c. All moneys will be deposited by the Kinghurst Association upon receipt and any refunds will be made no later than four (4) weeks after the final walk-thru or upon notification to the Management Company, at least two (2) weeks prior to the rental date, that the reservation has been cancelled by the homeowner.
 - d. The Management Company will give you the name of the clubhouse volunteer to contact for the keys and the initial walk-thru. A written inspection of the clubhouse area will be made by both parties prior to the rental date.
 - e. The clubhouse must be cleaned and the keys returned by NOON of

the following day to the clubhouse volunteer. A written inspection of both parties of the clubhouse area will be made when the keys are returned. The inspection reports will be forwarded to the Management Company and any damage which has occurred will be repaired.

- f. If the repairs cost more than the \$150.00 deposit, the homeowner will be assessed the additional amount.
3. See the Clubhouse Lease Agreement for further information.

KINGHURST TOWNHOMES OWNERS, INC.
CLUBHOUSE RENTAL INFORMATION

KEEP THIS INFORMATION FOR YOUR RECORDS!

1. Once you have returned the clubhouse Lease Agreement, fully executed, along with your deposit, you are permanently booked for that date.
2. A minimum of ten (10) days in advance of your party, you must contact _____ at (____) _____. She lives on the property and is in charge of the clubhouse usage. She will schedule a walk-thru with you before the date and again afterwards. There will no exceptions to the ten (10) day time frame. This is a volunteer situation and _____ has to schedule her professional and personal time around this.
3. Generally, _____ will give you the keys the evening before the party.
4. Return keys to _____, unit # _____, by Noon on the following day.

**KINGHURST TOWNHOMES OWNERS, INC.
CLUBHOUSE LEASE AGREEMENT**

THE STATE OF TEXAS)
)
COUNTY OF HARRIS)

KINGHURST TOWNHOMES OWNERS, INC. (Lessor) leases its Clubhouse located at 11000 Kinghurst to _____ (Lessee), Unit # _____, Phone Number _____, from noon on _____, the _____ day of _____, 199____, a \$150.00 deposit which shall be refunded if the Clubhouse, grounds and pool area are left in the same condition as leased, upon verification by inspection with the designated representative of the Lessor, the Lessee, and a signed copy of the Clubhouse Deficiency List.

PERSONAL CHECKS WILL NOT BE ACCEPTED - ONLY CERTIFIED FUNDS.

I agree as follows:

1. There shall be no assignment of this lease without prior consent from the Lessor.
2. The Clubhouse shall not be leased by or for anyone who is not a homeowner or legal tenant.
3. The Clubhouse shall not be leased to organizations of any kind (charitable, non-profit, etc.), for business purposes, or venture for profit to benefit the Lessee or guests, unless approved by the KINGHURST TOWNHOME OWNERS, INC. BOARD OF DIRECTORS.
4. The rental fee, deposit and signed Lease Agreement must be received by the management company a minimum of ten (10) days prior to the lease date.
5. No more than 50 people are authorized to occupy the Clubhouse during the rental period. If violation of this rule occurs, a Board Member and/or the managing agent has the right to terminate the function and the Lessee forfeits \$50.00 of deposit.
6. The Lessee will be personally liable for any damages to Leasehold or surrounding property during the time leased.
7. The Lessor will be held harmless from any damages to Lessee or guests of Lessee during the term of the lease.

8. In the event any of the provisions of this lease must be enforced by legal action, 10% per annum interest and reasonable attorney's fees will be added to the amount of the settlement.
9. If Clubhouse is leased to a tenant, the owner of such unit is responsible for any and all damages, complaints, etc.

As a condition of leasing the referenced facility, and as consideration for such permission, I represent to you that I am at least 18 years of age, and I, unconditionally, agree with the following terms:

1. I acknowledge that under this agreement, I shall have exclusive use of the Clubhouse only. Use of the swimming pool is governed by the rules and regulations established by the Lessor and is not governed by this agreement.
2. During my use of the premises, I will take personal liability for my invitees using the swimming pool.
3. Before leaving the premises, following use thereof, I agree to lock up the Clubhouse and **TURN OFF ALL UTILITIES AND LIGHTS!**
4. The Clubhouse appointee or any Board Member will have the authority to call the Police Department and/or wreckers to remove, at the owner's expense, any illegally parked vehicles.
5. I agree that by noon (unless previously arranged) of the day following use of the Clubhouse, I will complete the following:
 - A. Return to the Clubhouse volunteer, Unit # _____, the keys furnished me. If the keys are not returned by noon of the third day following use of the Clubhouse, the Association has the right to keep the \$150.00 deposit for the cost of rekeying the clubhouse. If the keys are lost, cost to rekey the Clubhouse will be withheld from the deposit.
Initial _____
 - B. Remove from the Clubhouse and the surrounding swimming pool area, all paper, bottles, trash, and other materials of any kind brought onto the premises by me or my invitees. Trash is to be stored at my unit to be placed out for pickup on designated day. **Initial** _____
 - C. Vacuum all carpet areas, and clean the carpet, if necessary.
 - D. Clean the kitchen, which includes, but is not limited to, emptying and cleaning the refrigerator, and oven/stove, and mopping the floor.
 - E. Clean the restrooms, which includes fixtures, vanities, and restroom floors.

- F. Clean up the area around the swimming pool, to the extent that such clean up work is necessitated by the use of the premises by me and my invitees.
- G. Repair or pay for any and all damages to the Clubhouse, the swimming pool, and restrooms, the premises around such facilities and the furniture, plants, equipment, and other personal property in or on the premises, which results from the use of such facilities and premises by me and my invitees, excluding items reported as previously damaged on the CLUBHOUSE DEFICIENCY LIST. **Initial** _____
- H. I agree not to move or otherwise change the location of any of the furniture or fixtures in or on the premises, or permit the same to be done, without prior authorization from the Board of Directors.
- I. During my use of the premises, I shall be present at all times and, in addition, accept the responsibility to chaperon any persons under 18 years of age. I also agree not to serve alcoholic beverages on the premises. In the event that alcohol is served, the Association and Board of Directors assumes no liability. **Initial** _____
- J. During my use of the premises, there shall be no music played or broadcast outside the Clubhouse. The doors and windows to the Clubhouse shall be kept closed while music is being played or broadcast inside the Clubhouse, and the noise level from all sources shall be such as not to disturb the residents around the Clubhouse. Violation of this rule will result in termination of the function, and the Lessee forfeits \$50.00 of deposit. **Initial** _____
- K. I recognize the posted pool hours (Sunday through Thursday, 7 a.m. to 10 p.m.; Friday and Saturday, 7 a.m. to 12:00 a.m.) and will not allow my guest to use the pool area after hours. Violation of this will result in termination of the function, and the Lessee forfeits \$50.00 of deposit, **Initial** _____
- L. During my use of the premises, no additional outside lights shall be used except those which are a permanent part of the improvements.
- M. The premises shall never be used by me or my invitees for commercial purposes, and no fee or other charge of a commercial nature shall be collected from the invitees, unless expressly authorized by the Board of Directors, in writing, prior to use of the facilities.
- N. Although it is not required, it is recommended to have a security guard present at any large function.

- O. I shall not use tacks, glue, tape, nails, or any other type of adhesive on the walls, or otherwise damage or mar the walls.
Initial _____
- P. If any other damage has occurred exceeding the \$150.00 deposit, the Lessee will be assessed the additional amount.
Initial _____

If a homeowner or tenant abuses any of the above rules, he can be denied the opportunity of leasing the Clubhouse for one (1) year. Continued violations will result in permanent denial of the Clubhouse privileges.

If all of the above conditions are met, the Association will return the full amount of the deposit to the homeowner within thirty (30) working days of the event.

If, in the opinion of the Association's representative, additional cleaning is required, or if repairs are required to the equipment, furnishing or property, or if there has been any damage to the Clubhouse, the common area or the property of any resident of Kinghurst, or their guests, the full amount of the deposit will be retained by the Association, to be applied to all costs incurred to repair the damage or to return the property to its condition existing prior to homeowner's use of the Clubhouse. If such costs are less than the total deposit, any remaining amount will be delivered to the homeowner upon completion of the repairs required. In the event that any additional costs, over and above the amount of the deposit are required, those costs will be billed to the homeowner. Homeowner agrees to pay all costs billed within thirty (30) days of the billing. If costs are not paid timely as herein set forth, homeowner agrees that such costs shall become an assessment against homeowner's unit, which may be collected in the same fashion as any other assessment.

(Homeowner/Date)

(Tenant/Date)

(Address)

(Address)

(Phone)

(Phone)

(Driver's License Number)

Signature of Authorized
Representative of Kinghurst Townhomes
Owners, Inc.

CLUBHOUSE DEFICIENCY LIST

To be filled out by Clubhouse Manager and Lessee prior to and after scheduled event.

Please indicate below if item is in satisfactory condition. Place any comments on back.

I agree that the above information is correct and that any deficiencies shall be corrected before deposit is returned as stated in the Lease Agreement.

LESSEE

UNIT NUMBER

RULES AND REGULATIONS

1. Exterminating - Kinghurst does not provide pest control service for your townhome. All owners are responsible for such service. Kinghurst retains the right as authorized by the governing Covenants, Conditions & Restrictions to enter any unit to perform exterminating services if deemed necessary to eliminate infestation of building or other units at the expense to the offending townhome owner.

Exterior pest control is limited in scope and may change from time to time.

2. Trash - All trash must be tightly bagged and tied and placed in dumpsters. Do not leave loose trash, bags or cans outside of townhome or next to dumpsters. Cans, oil, paint, household items, furnishings, appliances, equipment, recreational items (i.e., bicycles, etc.) are prohibited from being placed in dumpsters or on any portion of the common property. Each Kinghurst owner will be held responsible for disposal of said items and cost of removal from the common property. Mail, litter and newspapers must be placed in outside trash can or disposed of in personal household trash. Any person observed littering will be notified of violation of this restrictions and subsequent violation will result in a fine being levied against offending townhome owners' account.
3. Parking - Permitted in assigned carports and designated parking spaces only. Parking behind carports, in driveways, at entrance to the community or in tow away zones is prohibited and vehicles subject to being towed without warning.

Passenger vehicles, motorcycles only are permitted. Commercial vehicles, business vans, pick-up campers and the like must not be parked upon the property.

Each resident is authorized to tow non-resident vehicles from his/her units' carport. Management and Kinghurst will not authorize towing on behalf of resident.

When possible, a warning sticker will be placed on the vehicle prior to towing of said vehicle.

All vehicles parked in carports or guest parking must be operable, properly tagged and bear a current inspection sticker. Parking inoperable vehicles, maintenance of vehicles and storage of vehicles of any type is prohibited within community.

Resident/Owner will be responsible for any damage to common property including driveway/carport surface due to vehicles driven and/or parked within Kinghurst property. Clean up of leaks and spills of vehicle fluids is the townhome owners responsibility.

4. Pets - Pets are the responsibility of the owner. All pets must be kept inside the townhome. Dogs are to be walked on a leash at all times within the community. Pet owners must walk their pet(s) away from townhomes and will be held responsible for clean up. Use of "pooper scooper" is expected. Kinghurst is not responsible for behavior of any pet kept within community. All pet owners must take responsibility for any damage, disturbance or nuisance their pet may cause within townhome or community. Pets must not be kept outside on patios for extended periods of time or overnight. Cats must be kept indoors or subject to leash regulations.

Domestic pets only permitted. Limit of two (2) pets per household. No breeding of animals permitted.

5. Pool - All owners/residents may make use of the facilities between posted hours of operation and must observe posted rules and regulations. Children under 14 years of age are not permitted in swimming pool without adult (guardian) supervision. Babies and toddlers must wear appropriate swimwear (no diapers) and be observed at all times by parent or guardian. **Tennis courts are closed.** No bicycles, rollerblades, skateboards, etc. in pool area.
6. Speed Limit - 15 m.p.h. within common property.
7. Common Area Use - Driveways, walkways, lawn areas, easements, unit entrance ways are not to be used for congregating, children's play area, skateboarding, bicycle riding or the like. Loitering, parties and picnics on any portion of the common property is strictly prohibited and any resident in violation is subject to a fine of \$25.00 per occurrence. Common areas must be kept free of personal property, toys, bicycles, furnishings or the like at all times.
8. Access System - Damage to access gates, operators or tele-entry system caused by any owner, resident, visitor or guest identified to Kinghurst Association will be held financially responsible for maintenance and repair.

USE RESTRICTIONS

Single family use only. Visitors for extended periods must be approved by the Kinghurst Board of Directors prior to visitation. All owners must accept responsibility for resident, family members, guests, invitees, etc. at all times.

Townhomes must not be leased without prior notification to Kinghurst Association. All owners shall provide copy of lease agreement and complete resident information sheet and forward to the Management Company.

All lessees must observe use restrictions, rules and regulations. Violation of any restriction and failure to rectify violation within reasonable period of time shall constitute breach of lease agreement. Tenant will be subject to eviction and if requested by Kinghurst, owner shall immediately process eviction notice to tenant due to continued violation.

Hot Tubs - All Kinghurst owners/residents responsible for maintenance of personal spas.

Spas must be kept clean and uncovered. If covered, covers must be appropriate, tied and securely in place so as not to allow small children to enter. If emptied or not in use, cleaning required to eliminate stagnant water or breeding area for insects, etc.

No dumping or disposing of discarded spa tubs upon common property.

Water waste is prohibited. Repair of leak is the responsibility of each spa (townhome) owner. Any spa observed leaking upon common property will be promptly addressed and townhome owner/resident expected to correct leak within 24 hours upon notification.

Townhomes must be kept clean, pest free and maintained so as not to detract from uniform appearance of community and to maintain value of property. Repairs to interior surfaces, windows, screens, doors, plumbing, electrical, air conditioners, appliances, etc. is the responsibility of each owner.

Changes, Alterations & Modifications - Modification to any portion of the common or limited common property or interior weight bearing walls is prohibited without prior written approval from Kinghurst.

Owners must submit modification requests in writing and include drawing, brochure or other literature necessary for review.

Window coverings shall be of white or off-white color as seen from exterior (mini-blinds, vertical blinds and drapes only permitted).

Satellite Dishes - are not permitted to be installed upon any portion of the common property. Dishes, antennae may be approved for installation within townhome patio only and obscured from view by outside.

Air Conditioning Units - Individual A/C units or electrical window fans are not permitted to be installed.

Burglar Bars - on windows and doors are prohibited.

Screen/Storm Doors - Request for installation to the Board of Directors and must be approved style, color and manufacturer.

Landscaping - Modifications or installations must be approved by the Landscape Committee. Installations, removals or other changes to the common area landscape without prior approval is strictly prohibited.

Other - Vandalism, damage or other irresponsible destruction of common property caused by any resident or guest shall be the responsibility of the condominium unit owner. Any person(s) observed causing or contributing to damage to access gates, equipment, utility meters, lighting, carports, fences, guardhouse, clubhouse structure or other common areas of Kinghurst shall be prosecuted.

Trespassing and soliciting is strictly prohibited. Any observed or known to be permitting soliciting or trespassing upon the common property will be held in violation and responsible for damages or theft to any portion of the common property. This includes allowing entrance to the property via access system or accompanying persons to solicit our residents (includes school age children, non-profit groups and other organizations).

Damage to fences, gates, carports or any other portion of the common property shall be the responsibility of each owner and promptly repaired if damaged.

Front doors, back doors, windows, fences or other surfaces within townhome limited space may not be changed or modified in any way without prior written approval of the Board of Directors.

Any existing changes or modifications made prior to the publication of these use restrictions are subject to enforcement regardless of whether or not approval was obtained verbally or otherwise with the developer of the townhome.

Upon receipt of notification from the Management Company, owner/resident must comply with request to rectify any violation within time period given. Failure to do so shall result in fine against townhome account and if necessary, owner shall be subject to legal action as authorized by the Kinghurst Board of Directors.

Unit Interiors - Kinghurst does not maintain nor has any responsibility for the maintenance, repair or replacement of unit interior surfaces, fixtures, appliances, windows, doors, screens, water heaters, spa equipment or air conditioning units. These are the responsibility of the individual owner and/or resident.

Doors/Windows/Alarms - Entrance door lock(s) and keys, window locks and alarm or security systems are the owners responsibility. Kinghurst does not maintain or repair same nor monitor or respond to security system alarms.

Mailboxes/Keys - Mailbox doors and keys must be maintained by each unit owner.

Liabilities - Owners, residents, guests and visitors are responsible for their owner actions, safety and personal liabilities. Kinghurst Townhomes Owners, Inc. And its agent are not liable or responsible for the actions and non-compliance with By-Laws, Rules and Restriction by owners residents, guests and visitors.

Pool Hours/Rules

1. Hours are 7:00 a.m. to 10:00 p.m. Sunday through Thursday and 7:00 a.m. to 11:00 p.m., Friday and Saturday.
2. Children under 14 years of age must be accompanied by adult or guardian.
3. Limit 2 guests per resident.
4. No foul language, loud music, food, beverages in glass containers, pets or babies in diapers permitted.
5. Running, diving, jumping, splashing, pushing or the like prohibited.
6. Kinghurst is not responsible for articles (towels, clothing, etc.) left in pool area.
7. Bathers must wear proper swimming attire.
8. Trash to be disposed of in proper trash receptacle provided outside the pool area.

SWIM AT YOUR OWN RISK! NO LIFEGUARD ON DUTY!
POOL CLOSSES, SEPTEMBER 30TH.