

RULES AND REGULATIONS
FILED 7-11-02

BELMONT PARK ASSOCIATIONRULES AND REGULATIONS

1. Activities not related to residential purposes are prohibited. No activity of any sort is permitted which may become an annoyance or a nuisance to the neighborhood.
2. Passenger cars, passenger vans, motorcycles, and pick-up trucks which are in operating condition, in everyday use, and have valid license plates and inspection stickers are permitted to be parked in the carports, guest parking areas or on the street. (SEE TOWING POLICY ATTACHED)
3. Belmont Park enforces the City of Houston leash law regarding dogs. All dogs must be on a leash at all times when outside the confines of your home. Pet debris must be picked up and properly disposed of.
4. Television antennas and satellite dishes may not be installed on the roof of any building. All changes in the exterior appearance of the unit must be approved in advance by the Architectural Control Committee or, if pertaining to landscaping, must be approved in advance by the Landscaping Control Committee. It is the responsibility of the owner to remove any change or addition to the unit (such as a satellite dish or patio cover) in order for the Association to gain access to the exterior of the unit for repair. The Association is not responsible for any damage to items which are not removed after the owner has been notified. Removal and reinstallation of any exterior addition to a unit is the sole responsibility of the owner.
5. The Association maintains the right, but not the obligation, to repair or maintain the exterior of a residence, or any improvement on a lot to remedy a continuing violation of which the property owner has been notified. The cost of such work will be billed to the property owner.
6. The Association's insurance allows children 12 years and older to use the swimming pools. Those under 12 must be accompanied by a parent or another adult. THERE IS NO LIFEGUARD ON DUTY. Admittance to the pool is by pool key only. Pool keys may be obtained from the management company at a cost of \$10.00. Only one key will be issued per household. All replacement pool keys are \$50.00 each. Pool keys will only be issued to homeowners. Homeowners are responsible for giving the pool key to, and retrieving the pool key from their tenants when their tenants move into and out of the community. The gates must be kept closed and locked at all times. Guests must be accompanied by a resident at all times. Parents are expected to control their children. Residents are responsible for the safety, conduct, and any damage inflicted by guests or any member of their family to Association property. The pool rules are posted on both of the entry gates to the pool area. Belmont Park is a family community. Profane or obscene language, whether spoken, written or in the form of music is strictly prohibited in the pool area. Radios must be kept at a volume which will not annoy the others. The use of car radios adjacent to the pool is

FILE FOR RECORD
8:00 AM

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Christina P. Johnson
County Clerk, Harris County, Texas

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prohibited.

No cut-offs or jeans are allowed in the pool. They can damage the filtration system. Appropriate swim wear is required. The safety equipment at the pool is for emergency use only - it is not a toy. Anyone found to have damaged or mis-used this equipment is subject to a fine of not less than \$100.00

The furniture in the pool area is not to be removed for any purpose nor should it be thrown into the pool. Remember, you pay for the damage to the pool furniture or the pool itself if it is damaged.

Residents are responsible for reporting unauthorized visitors to the pool or any other portion of the common property to a member of the Board. If any illegal activity is noticed, CALL THE POLICE. It is not the job of the Board to enforce the laws of the State of Texas or the City of Houston.

7. Every resident has 2 spaces in the rear of the home for the parking of appropriate vehicles. These areas are common property and are not to be used for the storage of wood, unwanted items, mops, brooms, boats, etc. Everyone has a storage unit in the carport area and that area is for the purpose of storing items. Boats, trailers, recreational vehicles or other vehicles of a similar character are not allowed to be stored on the property.
8. The Belmont Park Clubhouse may be rented by a resident. Reservations are made through the management company. All maintenance assessments must be current in order to rent the clubhouse. Fees for the rental of the clubhouse and the security deposit must be remitted in advance, in the form of a money order or cashier's check. No personal checks are accepted for rental of the clubhouse. All persons reserving the clubhouse will be required to sign an Indemnity Agreement and review the Clubhouse Rules. If a tenant wishes to rent the clubhouse, a letter must be on file with the Board and the management company from the property owner, with their approval, to rent the clubhouse. The By-laws hold the owner responsible for any damage. If an adult child is renting, the monies must still come from the owner. No minor child will be allowed to rent or host a function in the clubhouse. No business or profit making functions are permitted to rent the clubhouse. If an event or function held by a resident involves the presence of alcohol, the resident who reserved the clubhouse must provide an off-duty Houston police officer in attendance at the event. The cost of hiring the police officer is the sole responsibility of the hiring party. The renter must provide proof of hiring of security to the Board in the event alcohol will be served at the function or event. The maximum capacity of the clubhouse is 100. Evening events are to be concluded by 12:00 A.M.

The rental fee for the clubhouse is \$100.00. In addition, a deposit of \$200.00 is required to cover the cost of any damage or cleaning that may be required. The deposit will be returned if the clubhouse has been left clean and no damage or theft has occurred. All fees must be present in the form of money orders or certified checks.

The management company handles renting of the clubhouse. You must make arrangements with the management company to pick up the keys in advance of the event. A walk-through will be done before and after the event to note any damage.

The clubhouse will be inspected before and after each use. It must be cleaned up after it is used. An inspection will be made jointly with the Lessee and the Management Company or one of the Board members. Inspection of the clubhouse for refund of all or part of the deposit will be based on the following:

- A. Clubhouse carpet vacuumed, including the stairs (vacuum not provided).
- B. Entry hall swept and mopped.
- C. Kitchen left spotless, floor swept and mopped, all trash emptied and refrigerator and stove, sink, countertops left clean.
- D. All bathrooms mopped, lavatories, countertops, and toilets must be cleaned,
- E. Table tops wiped off and all furniture put back in place.
- F. No evidence of physical damage or items missing, NOTE: THE POOL IS NOT INCLUDED AND IS NOT FOR RENT.

Those who rent the clubhouse must bring their own supplies, toilet paper, paper towels, soap, trash bags, etc., as well as the equipment and supplies to clean with - the Association does not provide these items.

The Lessee shall be responsible for the enforcement of the following MINIMUM safety rules:

All burglar bars and fire exit doors shall be opened prior to start of an event and shall not be closed until after the event has concluded.

Total number of guests and owners present shall not exceed 100 persons.

All guests will be informed prior to the start of the event that all parking is restricted to the common area and, as such, is subject to control by the Board of Directors or their designated representative (SEE TOWING POLICY ATTACHED). The towing policy is strictly enforced and it is the responsibility of the Lessee to inform all guests of these towing rules. In addition, signs regarding the towing policy are in place on the property.

Any guest acting in an unruly manner may be required to leave both the event and the common area.

The volume of any music or other noise must be kept low enough so that it is not heard in the pool area or any other common area. The disturbance of other residents will not be tolerated.

The Lessee will be present at all times to insure enforcement of all rules and regulations.

The Board reserves the right to request the Lessee to take the necessary action to enforce any rules of regulations.

Pre and Post inventory checklist will be completed by the Lessee and the management company, Board member or assignee.

9. It is against the rules and regulations of Belmont Park to display any signs in the yard areas in front of the homes or in the common areas (i.e., garage sale signs, political signs, etc.). This is common area. Real estate signs for the sale or lease of the property may be displayed immediately in front of a unit.
10. Garage sales are not permitted in Belmont Park.
11. Trash pick-up is every Tuesday and Friday morning. Please put all trash in plastic bags before placing it in the garbage container provided behind your home.
12. Owners must provide proof of insurance covering their residence to the management company. A xerox copy of the declaration page of the policy is adequate. BELMONT PARK IS A TOWNHOME COMMUNITY, IT IS NOT A CONDOMINIUM PROJECT. THEREFORE, CONDO INSURANCE DOES NOT COVER YOUR HOME IN THE EVENT OF A LOSS.
13. The Board publishes a newsletter every month and delivers it to each home. Please read the newsletter - it contains information which may be very helpful to you.
14. Any and all additions, modifications, alterations or changes to the exterior of your home is restricted by the Association's Deed Restrictions without the prior approval of the Architectural Control Committee. Contact a Board member if you wish to make a change. YOU MUST HAVE PRIOR APPROVAL BEFORE INSTALLING A SATELLITE DISH ON YOUR HOME. UNDER NO CONDITIONS ARE THEY PERMITTED TO BE INSTALLED ON THE ROOF OF THE UNIT.
15. Mail is delivered either directly through the front door slot or at the mail boxes at the street end of some of the buildings. Mail box keys are not provided by the management company or the Board.
16. Each owner contributes to the operation of the complex through the payment of a pro-rated monthly share of common area expense items. The fee pays the outside building maintenance, grounds, pool clubhouse maintenance, water bill, back door garbage pick-up, lighting, management fee, legal fees, common area insurance, building materials, postage and other supplies. The fee may be adjusted by 5% at the first of the year without the majority vote of the owners per the Deed Restrictions. Additional fees (special assessments) are sometimes requested by the Board for unusually large expenses for a coming year. All requests for special assessments must be voted on and approved by a majority vote of the owners.

17. Fees are set by the Board according to the By-laws and the Deed Restrictions. Payment is due on or before the first of each month. Each homeowner will receive a coupon book or a monthly statement so the payments can be mailed directly to the bank or the management company. A 10% annual interest charge is added to all late payments on a monthly basis. Delinquencies will be handled as follows:
 - A. 45 days, water cut off notice sent
 - B. 65 days, water cut off notice posted
 - C. 75 days, water is cut off until all fees are brought current and plumbing fees are paid in full. If water is cut off, a plumbing charge of \$250.00 is added to the amount due.
18. The current assessment for 2002 is \$181.50, plus a special assessment of \$10.00 per month, making the total monthly payment due \$191.50 (SEE MAINTENANCE FEE COLLECTION POLICY ATTACHED).
19. When maintenance or repairs are required, call the management company. A work order will be prepared and, depending on the urgency of the repairs requested, the Board follows a schedule to complete the work orders. If you are a tenant, please report any concerns to the property owner.

Maintenance work is arranged into the following priorities:

- A. Emergencies and other items that pose a hazard (water leaks)
- B. Routine/preventative - walkways, plumbing (clean out drains on outside of buildings, wood replacement, fences, home fronts, carports, balconies, roofs, etc.).
- C. Special projects as agreed upon by the Board.

PLEASE NOTE: THE ASSOCIATION IS NOT RESPONSIBLE FOR REPAIRS TO THE INSIDE OF A UNIT. FURTHER, THE EXTERIOR DOORS AND WINDOWS ARE THE RESPONSIBILITY OF THE OWNER. STORAGE SHED DOORS WILL BE REPAIRED OR REPLACED BY THE ASSOCIATION.

Adopted by unanimous vote of the Board of BELMONT PARK ASSOCIATION at a meeting held on May 14, 2002.

Signed this the 11 day of June, 2002.

BELMONT PARK ASSOCIATION

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BY: Jean Crossman
Printed name: JEAN CROSSMAN, Director

BY: Danye Roland
Printed name: DANYE ROLAND, Director

BY: Juan Coleman
Printed name: JUAN COLEMAN, Director

BY: Howard B. Newfield
Printed name: HOWARD B. NEWFIELD, Director

BY: Bill Ferrell
Printed name: BILL FERRELL, Director

BY: Erin Wohlfi
Printed name: ERIN WOHLFI, Director

BY: Kim Savage
Printed name: KIM SAVAGE, Director

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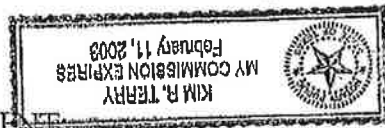
STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 14th day of June, 2002 by SEAN CROSSMAN, as a Director of BELMONT PARK ASSOCIATION on behalf of said Association.

Kim R. Terry
Notary Public in and for the State of Texas



STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 14th day of June, 2002 by Danyle Roland, as a Director of BELMONT PARK ASSOCIATION on behalf of said Association.

Kim R. Terry
Notary Public in and for the State of Texas



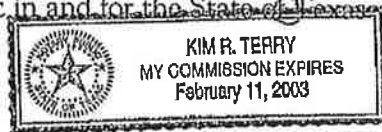
STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 14th day of June, 2002 by Susan Coleman, as a Director of BELMONT PARK ASSOCIATION on behalf of said Association.

Kim R. Terry
Notary Public in and for the State of Texas



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STATE OF TEXAS §

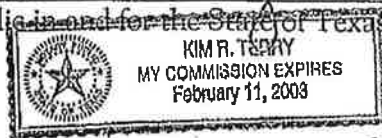
ACKNOWLEDGMENT

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 11th day of June 2002 by Howard B. Newfield as a Director of BELMONT PARK ASSOCIATION on behalf of said Association.

Kim R. Terry

Notary Public in and for the State of Texas



STATE OF TEXAS §

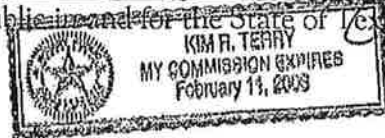
ACKNOWLEDGMENT

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 11th day of June 2002 by Bill Ferrell, as a Director of BELMONT PARK ASSOCIATION on behalf of said Association.

Kim R. Terry

Notary Public in and for the State of Texas



STATE OF TEXAS §

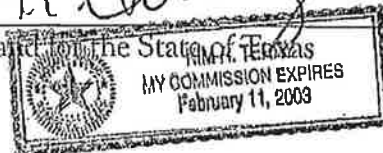
ACKNOWLEDGMENT

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 11th day of June 2002 by Erin Wahl, as a Director of BELMONT PARK ASSOCIATION on behalf of said Association.

Kim R. Terry

Notary Public in and for the State of Texas



11-11-02

STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 1st day of June, 2002 by Kim Savage, as a Director of BELMONT PARK ASSOCIATION on behalf of said Association.

Kim R. Terry
Notary Public in and for the State of Texas



RETURN TO:

CASEY JON LAMBRIGHT, P.C.
2200 Post Oak Blvd., Suite 650
Houston, Texas 77056

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 herein by me, and was duly RECORDED, in the Central Public Records of Real Property of Harris County, Texas on

JUL 11 2002



Dorely B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS