

537-49-1037

**TREEHOUSE BRANCH 2
HOMEOWNERS ASSOCIATION**

RULES AND REGULATIONS

(2)

January 19, 1998

INTRODUCTION/PURPOSE

The enclosed Rules and Regulations have been established by the Treehouse Branch 2 Board of Directors (Board). They are intended to protect the interests of our condominium association, maintain our property values, and provide basic guidelines for the respect of the rights, comforts, safety and convenience of other owners and residents at Treehouse Branch 2. In some cases an owner (or group of owners) may find a specific rule they do not agree with. In such instances, it is important to remember that these rules are for the benefit and protection of the majority of owners, i.e., the basis for our condominium association.

The rules are written in simple, ordinary language for ease of understanding. The Board has the authority to interpret or amend these rules, as they deem necessary. These rules apply to all owners and residents. If leasing a unit, the owner is responsible for ensuring compliance by their tenant(s). Owners and residents are responsible for ensuring compliance by their guests.

The Board has devoted a great deal of effort in developing these rules for the overall benefit of Treehouse Branch 2, as our responsibility is to protect the investment and enhance the value of Treehouse Branch 2 for all owners. Your compliance with these rules is both appreciated and required. The Board urges you to familiarize yourself with these rules, as they will be enforced. Questions or suggestions for change may be forwarded for consideration by the process described within these rules.

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I. VEHICLES

- A. All vehicle rules and regulations apply to all Treehouse Branch 2 owners, residents and guests.
- B. Specific rule interpretations, clarifications or amendments will be made by the Board, as necessary.
- C. Treehouse Branch 2 is not responsible for theft or damage to any vehicle on Treehouse Branch 2 property. This is the vehicle owner's responsibility, and it is recommended that vehicle owners verify appropriate coverage through their auto and/or homeowner's policies.
- D. The speed limit within Treehouse Branch 2 property is 10 miles per hour.
- E. With the exception of brief and occasional routine maintenance on owner's or resident's personal vehicles, vehicle repairs are not permitted at Treehouse Branch 2.
- F. Owners and residents should park in non-visitor (guest) spaces in order to leave visitor parking for guests and visitors.
- G. All residents are limited to two (2) vehicles per condominium.
- H. With the exception of assigned parking violations noted above, Treehouse Branch 2's Managing Agent is responsible for enforcing all vehicle rules at the Board's direction. Managing Agent or Board members may arrange towing of vehicles in violation of these rules.
- I. All towing, storage and related costs are at the vehicle owner's expense.
- J. The following vehicle violations are subject to immediate towing (i.e., no advance notification required), as they represent a potential threat to the safety and well-being of others at Treehouse Branch 2:
- 1) Any vehicle parked in a no parking zone (yellow curb) is subject to immediate towing. These zones must be kept clear for emergency vehicle access, as well as for maintenance and service traffic.
 - 2) Any vehicle otherwise obstructing or impeding the

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traffic flow within Treehouse Branch 2 is subject to immediate towing.

- 3) Any vehicle deemed as a potential danger or hazard to Treehouse Branch 2 residents, such as a vehicle leaking gasoline, is subject to immediate towing.

K. The following vehicle violations are also subject to towing, but advance notice will be provided. Advance notice will consist of a sticker being placed on the vehicle, advising of the violation and the date to be towed. While not required, Managing Agent may also advise the vehicle owner of the violation by phone or letter, if the owner can be readily identified. This is not a requirement before towing, but may be provided as a courtesy.

- 1) Boats, trailers, campers and recreational vehicles parked more than 24 hours are not permitted at Treehouse Branch 2, and are subject to towing.
- 2) Non-operational vehicles (not currently licensed and inspected, and in running condition) are subject to towing.
- 3) Commercial vehicles are prohibited. Commercial vehicles are defined as any vehicle built for commercial use, such as plumbing trucks, electrician's trucks, wreckers, flat beds, bob tails, stake body trucks, etc., as well as company vehicles; commercially licensed or otherwise identified as primarily a commercial vehicle.
- 4) Any vehicle registered with commercial plates will be considered commercial, including pick-up trucks.
- 5) Vehicles leaking excessive fluids are subject to towing.
- 6) Vehicles under repair left unattended are subject to towing.
- 7) Vehicles improperly parked are subject to towing.

L. These vehicle rules and regulations are for the overall benefit of Treehouse Branch 2. While a specific rule may inconvenience a certain owner or resident, our condominium community requires joint cooperation for the majority of co-owners. If you have a question about how any rule might apply to a specific instance, request the Managing Agent to bring it up at the next Board meeting.

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These rules will be enforced, so asking in advance may save you from towing expenses.

II. OUTSIDE CHANGES

- A. Prior written approval of the Board is required for any and all changes made to the outside of any unit. Failure to obtain such approval may result in your being required to remove changes and/or restore to original condition at your expense.
- B. Outside changes include, but are not limited to light fixtures, antennas, patio covers, fencing, trellises, awnings, storage sheds, etc.
- C. No owner or resident shall install or cause to be installed on the exterior of any building, on the walls of any building, out of the windows of any unit, or on the roof of any building, any wiring for electrical or telephone installation or for any other purposes, television or radio antennae, machines, or other air conditioning units, except as expressly approved in writing by the Board.

III. INSIDE CHANGES

- A. The addition of spas or hot tubs at Treehouse Branch 2 is prohibited. Replacement of existing appliances is permitted if they result in no change in plumbing or electrical requirements. The Board requests notification of all such replacements in order to keep our electrical and plumbing contractors informed.
- B. Any interior changes which may affect the structural integrity of a unit or building must be approved by the Board in advance.

IV. RESTRICTED ACCESS GATES

- A. All owners and properly approved tenants are entitled to gate remotes for access to Treehouse Branch 2, and keys for the pedestrian gates.
- B. Remotes are available for \$35.00 each, up to a maximum issue of two remotes per residence.

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- C. Keys cost \$5.00 each, and are limited to a maximum of two keys per bedroom.
- D. Emergency entry codes are controlled by the Managing Agent, and will be changed as necessary to preserve the integrity of the restricted access system at Treehouse Branch 2.
- E. Residents expecting guests are advised to instruct them to call the resident from the phone box at the gate to gain entrance.
- F. Residents expecting service or delivery vehicles are advised to make such personnel aware of entrance requirements.
- G. Do not follow other vehicles through gates, as this may result in damage to your vehicle and/or the gates.

V. SWIMMING POOL AND CLUB AREA

- A. Children under thirteen (13) years of age will not be permitted in the pool area unless accompanied by an adult.
- B. No glass containers, bottles, plates, cups or other breakable articles may be brought or used in the pool area at any time.
- C. Swimmers must wear swimsuits. No jeans or other street clothes will be permitted in the pool.
- D. No horseplay will be allowed in the pool area, nor shall any other activity be permitted in the pool area which shall create loud or objectionable noise or otherwise impair, limit or disturb other owners, tenants and guests in the pool area or surrounding areas.
- E. Owners, residents and guests are responsible for cleaning up the pool area when they leave, and properly disposing of all trash.
- F. No pets will be allowed in the swimming pool or the pool area, per Houston City Ordinance.

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- G. The gates to the pool area must be kept closed at all times.
- H. The swimming pool shall be for the exclusive use of owners, residents and guests. Guests must be accompanied by a resident.
- I. Residents are expected to use discretion in the number of guests at the pool, as a courtesy to other residents.
- J. Residents are also reminded to keep noise levels to a minimum, especially during morning and evening hours, as a courtesy to other residents living in the immediate pool area.
- K. Pool may not be reserved for private parties.
- L. Pool hours are 10:00 a.m. until 10:00 p.m. daily, except for Mondays when the pool may be closed for treatment and maintenance.

VI. LAWNS AND SHRUBS

- A. The trees and shrubbery are a vital and valuable part of Treehouse Branch 2 and each resident shall be liable to assessment for damages for any mutilation or defacing thereof for which they, their children or their guests are responsible.
- B. The Managing Agent is responsible for arranging and providing all landscaping services. All such work is done exclusively under the authority of the Managing Agent, and all requests or complaints about landscaping must be directed to the Managing Agent.

VII. PETS

- A. Owners and residents with pets must have direct physical control (i.e., on a leash) over their pets at all times. Residents walking pets are responsible for seeing that pet droppings are removed from sidewalks and other paved areas as well as green areas between buildings.
- B. No animals may be raised, bred, kept or otherwise used for commercial purposes in any unit.
- C. No more than one (1) household pet may be kept in any unit.

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- D. No pets shall be kept if such pet constitutes a nuisance to any other resident. Any such animal found unattended outside an enclosure may be removed by local pound or animal shelter personnel.
- E. Pet owners are fully responsible for their pets, including any damage which they may cause to the common elements.

VIII. BALCONIES, PATIOS AND WINDOWS

- A. All windows shall have proper window dressing that does not detract from the general appearance of the complex. No foil shall be placed in any window or door.
- B. All draperies and blinds visible outside a unit must be white or off-white in color.
- C. It is prohibited to hang clothes, towels, rugs, bedding, or items of a similar nature on the balconies or the patios.
- D. Owners may place upon their patios and balconies patio furniture and such decorative items as owner may deem desirable; provided, however, that such decorative items do not detract from the general appearance of the complex.
- E. Broken windows and damaged screens are the responsibility of the owner or resident and must be replaced immediately.
- F. Window fans and window air conditioner units are prohibited at Treehouse Branch 2.
- G. No signs are permitted in windows or attached to the common walls, except as specifically authorized by the Board of Directors.

IX. TRASH/GARBAGE

- A. All rubbish must be placed in a sturdy plastic bag and tied before being placed in a dumpster.
- B. Large item/heavy trash hauling is not included in Treehouse Branch 2's trash/garbage service. Residents are expected to arrange and pay for such service if needed.

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- C. Trash cans must be kept inside patios, and not left on common use sidewalks or carports areas.

X. LEASING OF UNITS

- A. Owners are responsible for the actions of their tenants. Any owner leasing a unit shall not be relieved of any obligation under Treehouse Branch 2's By-laws, Declaration or Rules and Regulations.
- B. All leases shall be written, with a copy provided to the Managing Agent prior to occupancy of the unit.
- C. Owners and tenants are responsible for ensuring that Managing Agent has on file the correct names of tenants and their phone numbers.
- D. All units at Treehouse Branch 2 are single family dwellings.
- E. Units may be initially leased for a term not less than six (6) months. Renewal leases are permitted for shorter periods.
- F. The lease shall stipulate that a maximum of two (2) occupants per bedroom are permitted unless it is a child less than six (6) months old who sleeps in the same room with the parents or legal guardian.
- G. Units shall not be leased or otherwise used for transient or hotel purposes, and nothing less than an entire unit may be leased.
- H. The lease shall require the lessee to obey the terms and conditions of the Declarations, By-laws and the Rules and Regulations of Treehouse Branch 2, which owners are required to provide copies of to their tenants. Failure to comply with the terms of such instruments shall be a default under the lease.
- I. The Managing Agent and the Board will usually deal with the owner of the unit, rather than the tenant(s).

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XI. GUESTS/VISITORS

- A. Owners and residents are solely responsible for their guests and visitors.
- B. It is the responsibility of Treehouse Branch 2 residents to ensure that their guests comply with all applicable Rules and Regulations, including but not limited to parking, pets, pool and noise.

XII. INSURANCE

- A. Residents are responsible for providing insurance to protect their personal belongings from such perils as fire, windstorm, theft, vandalism, etc. "Personal belongings" includes such items as clothing, furniture, furnishings, etc. Residents are also responsible for providing insurance to protect themselves against any liability that might arise from someone incurring bodily injury or property damages as a result of negligence on the resident's part. The above exposure can be adequately protected by the resident purchasing the appropriate insurance policy from their insurance agent.

XIII. HOW TO GET ISSUES ADDRESSED

- A. The Managing Agent is responsible for the on-going operations of Treehouse Branch 2, through the direction of the Board. Treehouse Branch 2's Managing Agent is:

Creative Management Company
8323 Southwest Freeway, Suite 330
Houston, Texas 77074
(713) 772-4420
- B. Requests for work, questions, problems, complaints and suggestions must be addressed to the Managing Agent. The Managing Agent has the authority to initiate certain work, handle emergency needs, and resolve many questions or problems.
- C. Do not contact a Board member for any of the above, unless instructed to do so by the Managing Agent. All Board members have been instructed to refer you to the Managing Agent to ensure proper logging, tracking and reporting of all operations at Treehouse Branch 2.

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- D. All written correspondence regarding Treehouse Branch 2 must also be routed through the Managing Agent. The Managing Agent is responsible for taking necessary actions as needed and then reporting such to the Board, or submitting items for Board consideration at the next Board meeting.
- E. Owners must submit items for the Board meeting agenda to Managing Agent at least one week in advance of meeting.
- F. Strict order will be maintained at meetings.

XIV. RESPONSIBILITY CHECKLIST

- A. The following responsibility checklist is provided as a quick reference guide differentiating the responsibilities of the owners and Treehouse Branch 2. This listing is not intended to be all-inclusive, and the Board may make additions or changes as necessary. Depending on circumstances or special requirements, the Board may make exceptions to the responsible party indicated.

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TREEHOUSE BRANCH 2 HOMEOWNERS ASSOCIATION
ASSOCIATION/HOMEOWNER RESPONSIBILITY LIST

DESCRIPTION	ASSN	OWNER	COMMENTS
I. Exterior Surfaces			
A. Wood	X		
B. Brick	X		
C. Roofs	X		
D. Windows			
1. Glass		X	
2. Screens		X	
E. Doors			
1. Front	X		
2. Storage	X		
3. Back			
4. Garage			
F. Foundation	X		
G. Fences	X		
H. Gutters	X		
I. Electrical			
1. Outlets	X		
2. Photocells	X		
3. Fixtures	X		
J. Hallways			
K. Patio/Balcony			
L. Air Conditioner		X	
1. Condensing Unit		X	
M. Hot Water Heater		X	
N. Water Cutoff Valve	X		
O. Mailboxes			
1. Locks		X	
2. Keys		X	
P. Parking			
1. Carports			
2. Towing	X	X	
a. No parking	X	X	
Q. Utilities			
1. Water & Sewer	X		
2. Outside Electricity	X		
3. Inside Electricity		X	
4. Gas		X	
R. Services			
1. Master Antenna			
2. Cable			

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a. Service		X
b. Dish		
c. Conduit		X
S. Exterminating		
1. Interior		X
a. Roaches		X
b. Ants		X
c. Other		X
2. Exterior		
a. Roaches		
b. Ants	X	
c. Other	X	
T. Landscaping		
1. Outside	X	
2. Inside Patio		X
U. Insurance		
1. Building	X	
2. Liability	X	
3. Contents		X
4. Flood	X	
II. Interior Surfaces		
A. Paint		X
B. Sheetrock		X
C. Wallpaper		X
D. Carpet		X
E. Tile		X
F. Appliances		X
G. Plumbing		
1. Toilet		X
2. Sinks		X
3. Bathtub		X
H. Electrical		
1. Breaker Panel		X
2. Breaker Switches		X
3. Plugs		X
4. Switches		X
5. Wires		X
6. Fixtures		X

Additional Comments: _____

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XV. MISCELLANEOUS

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- A. **Residential Use Requirement:** All condominium units shall be used and occupied as private residences for single families or individuals. All present and future owners, tenants and occupants of condominium units shall comply with the provisions and terms of the Declaration, the By-laws and other governing Rules and Regulations of Treehouse Branch 2.
- B. **Maintaining Your Unit:** Each owner, at their own expense, shall maintain their unit, patio and/or balcony space and storage space in good condition and in good order and repair, and shall not do or allow anything to be done in their unit not in compliance with Treehouse Branch 2's By-laws, Declaration or Rules and Regulations. If an owner does not comply, the Association may undertake necessary repairs and assess the owner for all costs incurred, as well as levy a fine of up to \$100 per occurrence.
- C. **Legal Costs Recovery:** Any proceeding by the Association arising out of an alleged failure of an owner, resident or guest to comply with the terms and provisions of the Declaration, By-laws, or these Rules and Regulations, or the terms and provisions of such documents as they may be amended from time to time, shall entitle the Association to receive from the owner reasonable attorney's fees and court costs as may be awarded by a court.
- D. **Right of Access:** Managing Agent shall have the right of access during reasonable hours as may be necessary for the maintenance, repair, or replacement of common elements and to make any required inspections or repairs as necessary to correct or prevent damage to the unit, other units, or Treehouse Branch 2.
- E. **Costs of Repairs:** The cost of repairing property owned by the Association or another unit owner could be your responsibility under certain circumstances. The occurrence may relate to water damage caused by a clogged drain, worn seals, and tub or sink overflowing. Damage caused by smoke or fire originating in your unit could also be your responsibility. Any cost of repair or replacements due to a resident's negligence or misuse will be the responsibility of such resident and/or owner.
- F. **Disturbance of Neighbors:** All Treehouse Branch 2 residents (owners and occupants of units) shall at all times exercise extreme care to avoid making or permitting to be made loud or objectionable noises, and in using or playing or permitting to be

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used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb other residents at Treehouse Branch 2. No unit shall be used or occupied in such manner as to obstruct or interfere with the enjoyment of other residents, nor shall any nuisance, or immoral or illegal activity be committed or permitted to occur at Treehouse Branch 2.

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- G. **Plumbing:** Any plumbing leaks within a unit must be repaired immediately. Also, clogging of drains (such as a grease clog in the kitchen) may cause damage to another unit, and must be repaired immediately.
 - H. **Children:** Parents are responsible for proper supervision and safety of their children, and to see that they abide by the Rules and Regulations of Treehouse Branch 2. Parents may be fined and/or charged for any damage caused by their children. Toys and bicycles must not be left outside anywhere at Treehouse Branch 2. Owners or residents should not allow their children to ride bicycles on sidewalks or front door walk areas.
 - I. **Business Operations:** Business operations conducted from a unit are not permitted at Treehouse Branch 2.
 - J. **Telephone Numbers:** All residents' telephone numbers should be registered with the Managing Agent for safety reasons.
 - K. **Outside Cooking:** There shall be no cooking of any kind on the balconies or patios per Houston City Ordinance. Barbecue grills must be at least 10 feet from the building or fence while in use. Hot ashes are not to be put in the dumpsters.
 - L. **Speed Limit:** A speed not exceeding 10 mph must be maintained on Treehouse Branch 2 property.
 - M. **Flammables:** Storage of flammables or explosives is prohibited anywhere at Treehouse Branch 2.
 - N. **Kerosene Heaters:** Kerosene heaters are prohibited at Treehouse Branch 2.
 - O. **Water Beds:** Water beds are not permitted at Treehouse Branch 2 due to the possibility of structural damage.

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- P. **Exterminating:** Exterminating within a unit is the responsibility of the owner. Exterminating outside is the responsibility of Treehouse Branch 2.
- Q. **Solicitation:** No solicitation or solicitation materials are permitted at Treehouse Branch 2 except as authorized by the Board.
- R. **Signs:** No advertisements, signs or posters of any kind are permitted at Treehouse Branch 2 except as authorized by the Board. This includes for sale or lease signs.
- S. **Smoke Detectors:** Smoke detectors should be installed in each unit and properly maintained per Houston City Ordinance.

XVI. ENFORCEMENT OF RULES AND REGULATIONS

- A. After reasonable notification, non-compliance or repeated offenses of these Rules and Regulations may result in a penalty/fine to the owner for violations, as levied by the Board. The violations are currently levied as follows:

- 1st Notice - none
- 2nd Notice - none
- 3rd Notice - \$ 50.00 per violation
- 4th Notice - \$100.00
- 5th Notice - \$200.00

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