

REATA AT RIVER OAKS CONDOMINIUM ASSOCIATION, INC.
3231 Allen Parkway, Houston, Texas 77019

RULES AND REGULATIONS

I. INTRODUCTION/PURPOSE

The Reata at River Oaks Condominium Association, Inc. ("Reata") Board of Directors (Board), has adopted the following rules and regulations. Owners are required to ensure that they, as well as their tenants, residents and guests, comply with these rules and regulations. The Board is empowered by the Declaration of the Reata and the Bylaws to enforce compliance by appropriate means. Additionally, Section 82.102 of the Texas Uniform Condominium Act grants the Board the authority to impose fines for violations of the Declaration, Bylaws, and Rules of Reata.

The Rules and Regulations are intended to help 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 Reata. In some cases, an owner (or group of owners) may find a specific rule with which they do not agree. 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. In such instances, it is important to remember these rules are for the benefit and protection of the majority of owners (i.e. the basis for our condominium association). Rules can be changed or amended by the Board from time to time in accordance with the Declaration, By-Laws and applicable Statutes.

These rules and regulations apply to all owners, tenants, and residents and are for the overall benefit of the Reata. If leasing a unit, the owner is responsible for ensuring compliance by their tenant(s). Owners, tenants and residents are responsible for ensuring compliance by their guests, and are responsible for the actions of their guests. The Board has devoted a great deal of effort in developing these rules for the overall benefit of Reata. 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, so asking in advance how a rule may be applied may save you from unnecessary fines.

By action of the Board on August 9, 2011 the Rules and Regulations set forth herein become effective immediately.

II. NON-COMPLIANCE PROCESS

Owners, tenants and/or residents found in violation of these rules, regulations, or of any provision of the condominium Declaration or Association Bylaws, subject themselves to a fine. The amount of the fine is determined by the type of violation and is listed below. Imposition of the fine may be based upon observation of the infraction by any member of the Board, by the Association's property manager, employee, an owner, tenant, resident or by any one else as allowed by law and subsequently approved by the Board. If the violation continues beyond the first day on which it is observed, additional fines may be imposed for each day thereafter on which the violation remains uncorrected.

When a fine is imposed, the unit owner will be given written notice that describes the violation and states the amount of the proposed fine. Not later than the thirtieth day after the date of the notice, the unit owner may request a hearing in writing before the Board to contest the fine or damage charge. Written request for a hearing must be given to the management company for Reata. The Management Company will forward the request to the Board.

The unit owner, within the Board's discretion, may be allowed a reasonable time and be given a specified date by which to cure the violation and to avoid the fine, unless the unit owner was given notice and a reasonable opportunity to cure a similar violation within the proceeding twelve months. The imposition of a fine does not preclude the Association from exercising its right, under the bylaws, to enforce compliance through appropriate legal action.

The powers of the Board to establish, make and enforce compliance with such reasonable rules as may be necessary are not limited to this document.

III. DEFINITIONS

A. REATA AT RIVER OAKS

This is the name given to the complex which includes all occupancy units, the swimming pool/clubhouse area, parking garage and the land on which they are located.

B. REATA AT RIVER OAKS CONDOMINIUM ASSOCIATION, INC.

The Association includes all the owners of the one hundred fifty-nine (159) units of this complex and is represented by a five (5) member elected Board of Directors. The Board has employed a management company to assist in the operations of the Association.

C. CONDOMINIUM/UNIT

As defined in the Declaration, the boundaries of which is generally the interior of the perimeter walls of your unit and storage area. In addition each Unit owner owns an undivided interest as tenants-in-common in the land and buildings.

D. COMMON ELEMENTS

1. "COMMON ELEMENTS" – as defined in the Declaration, generally including all Property and improvements thereon EXCEPT all Units. Common elements shall consist of GENERAL ELEMENTS and LIMITED COMMON ELEMENTS.

2. "GENERAL COMMON ELEMENTS" – as defined in the Declaration, generally including all property, foundations, basements, yards, gardens, walls, roofs, halls, lobbies, stairways, entrances and exits.

3. "LIMITED COMMON AREAS" – as defined in the Declaration, generally including areas reserved for the exclusive use of an individual owner(s), including designated spaces and balcony/patio structures.

4. "REGULATION OF COMMON AREAS" – Portions of the Common Areas are intended as recreation areas, and are improved with green areas, swimming pool, clubhouse and other facilities. Each Owner may use the General Common Elements and the Limited Common Elements in accordance with the purposes for which they were intended.

IV. RULES AND REGULATIONS

A. ENDANGERMENT OF PROPERTY OR PERSONS

These rules are included to protect both property and persons from unnecessary hazards and to support the community in preventing unintentional accidents.

1. Outdoor cooking of any form (i.e. barbequing) may take place ONLY within the gated portion of the swimming pool area on the grills provided by Reata. The use of an outdoor cooking device at any other location on the property of Reata is strictly prohibited.

2. Storage of gasoline or any other flammable or explosive agent on this property is prohibited.

3. The use of kerosene heaters at Reata is prohibited.

The fine for violation of these rules is \$500.00.

B. DRYER VENT CLEANING

Once during each three year period, each unit's owner shall be required to furnish to the management company written proof that the owner has obtained the services of a qualified professional to inspect and clean the dryer and dryer duct and to verify that the dryer duct vents outdoors. The Board will advise owners ninety (90) days in advance of the due date for providing the necessary proof.

The fine for failing to comply with this rule is \$100.00.

C. AIR CONDITIONING DRAIN LINE PREVENTIVE MAINTENANCE

Once during each year, preventive maintenance of the common air conditioning drain line p-trap is required in certain first floor units. When contacted, the owners affected must comply with the Association's request to allow access to the unit to perform preventive maintenance or furnish the management company written proof that the owner obtained the services of a qualified professional to complete the work.

The fine for failing to comply with this rule is \$100.00.

D. DEFACING COMMON OR LIMITED COMMON AREA ELEMENTS

Defacing or altering common or limited common area elements including, but not limited to, structures, fences, signs, lighting, grounds, or foliage, is prohibited.

Damage to Association owned property is prohibited.

The fine for violating this rule is \$100.00 plus cost of replacement or repair.

E. LANDSCAPING

The landscaping is a vital and invaluable part of the premises and each resident shall be financially liable for any damage, mutilation, or defacing thereof for which they, their children or guests are responsible. With exception of enclosed patios and balconies, all areas will be maintained by the Association. Owners may not landscape in the common areas.

The fine for violating this rule is \$100.00 plus the cost of repairing the landscaping.

F. SIDEWALKS, ENTRANCES, ETC.

Sidewalks, entrances, passages, and stairways must not be obstructed or used for any purpose other than ingress and egress. No plants or other items are permitted on sidewalks, entrances, passages, or stairways.

The fine for violating this rule is \$50.00.

G. BALCONIES, PATIOS, WINDOWS, DOORS AND LIGHTS

1. Residents are permitted to maintain a reasonable number of plants on their balconies and patios. Plants must be kept in good condition.

2. Owners may place upon their patios and balconies patio furniture, provided, however, that such furniture does not detract from the general appearance of the complex. Umbrellas are, however, prohibited.

3. Balconies, patios, and landings must not be used for storage purposes. Items, including but not limited to, barbeque grills, bicycles, pool rafts, towels, firewood, or trash may not be placed or stored on the balconies, patios, entrances, or landings.

4. No objects, including but not limited to clothes, towels, rugs, bedding, visible wire or fabric enclosing material or items of a similar nature, may be hung on and/or from the balconies or patios.

5. No objects, including but not limited to plant containers, may be placed upon the railings of balconies, patios, or stairways.

6. Broken windows and/or frames are the responsibility of the owner or resident and must be replaced immediately with the same type of window and/or frame.

7. Screens must be maintained and replaced when torn, damaged or missing. Screens must be properly installed.

8. Window fans and window air conditioners are prohibited at Reata.

9. No wood, plastic or other materials may be stored or erected on patios or balconies.

10. All windows shall have proper window dressing that does not detract from the general appearance of the complex. No foil, paper, or sheets shall be placed in any window or door. If you are considering the purchase of window coverings, you may want to first obtain approval prior to purchase to avoid later problems.

11. All draperies and blinds that are visible outside a unit must be white or off-white in color. All burglar bars must first be approved by the Board of Directors, and in all cases, must be painted an off-white color to match the draperies and blinds in windows.

12. Awnings or other exterior window coverings are not permitted.

13. Light fixtures outside a unit or on a patio/balcony area may only be replaced with the same fixture originally installed at the time of construction of the Reata condominiums or one that has been approved by the Reata Board of Directors.

14. The standard knob and lock for the front doors are round gold or brass with key or no key. One round gold or brass deadbolt lock is permitted. A second deadbolt lock is permitted so long as it is not visible from outside the unit. Plates behind the knob and/or lock are not permitted.

The fine for violating any rule in this section is \$50.00.

H. TRASH/GARBAGE

1. The only appropriate place to dispose of your household garbage is in the two trash dumpsters. Before household garbage is placed in one of the two trash dumpsters, it must be placed in a sturdy plastic bag and tied.

2. Household garbage may not be placed in the trash receptacles located in the pool area and/or in the parking garage.

3. Household garbage may not be placed outside a unit at any time or on the stairwells.

Large item heavy trash hauling is not included in Reata trash/garbage service. Residents are expected to arrange and pay for such services, as needed.

The fine for violating any rule in this section is \$50.00.

I. PERSONAL CONDUCT AND SOCIAL GATHERINGS

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

No solicitations or solicitation materials are permitted at Reata except as authorized by the Board.

Social gatherings are welcomed, however, they are not allowed to become noisy or objectionable to other residents. Residents are solely responsible for their guests.

The fine for violating any rule in this section is \$50.00.

J. CLUBHOUSE

Owners and/or occupants of units who are delinquent in monthly assessments are not permitted to use the clubhouse.

The clubhouse is available to be rented for exclusive use by owners and residents pending approval by Managing Agent. There is a five hundred dollar (\$500.00) deposit and the rental fee is one hundred dollars (\$100.00). (The Board specifically reserves the right to change the amount of the deposit and rental fee for the clubhouse without being required to implement a new set of rules.) The deposit will be returned in part or in full depending on the condition of the clubhouse on inspection after use. For more information, and/or application, please contact the Managing Agent. The clubhouse is free for residents' use for events open to all residents. Rental of the clubhouse does not include pool use.

The fine for violating any rule in this section is \$50.00.

K. SWIMMING POOL POLICIES

1. Be considerate of other residents when inviting guests since residents have first priority as to the use of the pools. This is especially applicable on weekends when most residents are at home.

2. The Association does not provide lifeguards, attendants or medical facilities. Residents use amenities at their own risk.

3. Owners and/or occupants of units who are delinquent in monthly assessments are not permitted to use the pool.

4. Owners/tenants are limited to two (2) invited guests and they must be accompanied by resident host who will be responsible for their conduct.

5. Children under fourteen (14) are not allowed in the pools without an adult in attendance.

6. Pets are not allowed in the pool areas at any time, other than for immediate ingress and egress from a unit. Pets are prohibited in pool areas by City Ordinance.

7. Swimming pool and the area surrounding it opens at 10:00 a.m. and closes at 10:00 p.m. Residents and guests using the pool in the mornings or evenings must be especially considerate of others as to noise of any kind.

8. Glass objects are not allowed in the pool area. Please do not leave paper, cans, or any litter in the pool area as well as other areas. Place all trash in the trash cans when you leave the pool areas.

9. Radios, tape players, or CD players must be played softly so as not to disturb other guests.

10. No running or horse play is permitted in the pool areas.

11. No diving permitted.

12. No swimming when "Pool Closed" sign is posted.

13. Swimmers with open sores or bandages are not permitted in the pool.

14. Regulation swimwear only. No cut-offs permitted.

15. Pool gates are to be latched at all times.

The fine for violating any rule in this section is \$50.00.

L. PETS

Reata has pet rules that allow residents committed to responsible ownership to maintain companion pets appropriate for a small, urban residential property like Reata. These policies and rules are designed to protect both pet owners and non-pet owners, and to assure that the animals themselves receive responsible care. The rules are based on models set by national associations and humane groups. They cover the following categories.

- Maintaining Pets on the Property,
- Nuisance and Pet Size Limitations,
- Pet Registration Requirements, and
- Noncompliance Penalties.

Maintaining Pets on the Property

1. In accordance with City Ordinance Section 6-54(A) it is "unlawful for dogs to be at large unless such a dog is under direct physical control. Dogs with access to streets or sidewalks are considered to be at large." City ordinances also restrict pets from swimming pools. Therefore:

- a. No pet is allowed in the swimming pool areas at Reata, other than for immediate ingress and egress from a unit.
- b. No pet shall be permitted in the general common area unless accompanied by an adult and carried or leashed.

2. No pet shall be allowed to relieve itself on Reata property except in areas designated by the Board.

3. Pet owners must remove their animal's waste from the designated areas or from any other area on the property where they may have relieved themselves and deposit the waste in a sanitary manner in a garbage receptacle designated for such use or in their own unit.

4. Pets who cause or create a nuisance or a disturbance that interferes with an owner's or resident's rest or peaceful enjoyment of their home or the common areas may be permanently removed from the property after the notification process has been exhausted. If the incident is an immediate hazard to the common areas or other residents, no prior notification is necessary before the pet is removed.

5. No pet will be left unattended in a car for any time.

6. No pet shall be housed either temporarily or permanently in or on the limited common elements and these limited common elements shall be kept clean in accordance with the nuisance rules.

7. Owners who lease their unit must obtain from the lessee a signed copy of the agreement to abide by all of the Association's pet rules and regulations. A copy of this agreement must be submitted to the Board.

8. Pets left unattended on the premises may be captured and turned over to the City Animal Control Center.

9. Owners, residents, or Managing Agent's personnel observing an infraction of any of these rules and regulations shall discuss the infraction in a neighborly fashion with the pet owner in an effort to secure voluntary compliance with the rules. The person observing the infraction should also report the infraction to the Managing Agent either by mail, e-mail, or telephone. If a second incident is reported, the Managing Agent will initiate the formal process of notification defined in the implementation section below.

Nuisance and Pet Size Limitations

10. No owner or occupant may keep more than one (1) dog or cat per bedroom in each unit, and a reasonable number of other generally recognized household pets, as determined in the Board's sole discretion, weighing less than two (2) pounds each (including by way of illustration, but not limitation, fish, gerbils and small birds). No dog or cat weighing more than twenty pounds (20 lbs) is permitted on the Reata property without the Board's written consent. An animal certified for special use is exempted from the size rules as long as a copy of their certification is filed with the Association pet registration form.

11. Pets living on the property at the time that these rules are adopted that do not meet the standards stated above will be allowed to remain as long as the pet has been on the property for at least six (6) months and the owner files the pet registration form within thirty days from the date that these rules are adopted.

12. In the event that a pet grows to a size that exceeds the size permitted, the pet may be removed from the property.

13. Nuisance or unreasonable disturbances are defined as follows:

- a. Offensive odor.
- b. Noises of sufficient volume or duration to disturb residents.
- c. Unsanitary, dangerous or offensive conditions that could be a hazard.
- d. Running at large on the property.
- e. Damaging, soiling, defecating on, or defiling any private or common element.

Pet Registration Requirements

14. All pets must be registered with the Managing Agent and shall otherwise be registered and inoculated as required by law.

15. All information requested on the registration form must be provided.

16. Pets must be registered within thirty (30) days from the date that these rules and regulations are adopted or within thirty (30) days of the pet being brought onto the property.

17. Pets not properly registered will be treated as unattended pets and will be removed from the property.

Noncompliance Penalties for Pets

First Infraction: The pet owner will be notified of the infraction informally in a friendly manner in an effort to obtain voluntary compliance.

Second Infraction: The pet owner will be formally notified of the infraction and will be fined **\$75.00**.

Third Infraction: The pet owner will be formally notified and will be fined **\$250.00**.

Fourth Infraction: The pet owner's privilege to keep a pet on the property may be revoked and the pet may be permanently removed from the property within ten (10) days.

M. PARKING AND VEHICLES

All vehicle rules and regulations apply to all owners, residents and guests. Specific rule interpretations, clarifications or amendments will be made by the Board, as necessary.

Reata is not responsible for theft or damage to any vehicle on Reata property. This is the vehicle owner's responsibility and it is recommended vehicle owners verify appropriate coverage through their auto and/or homeowner's policies.

Resident parking passes and visitor hanging passes are issued to owners and residents. The first passes will be issued to each unit at no cost. Additional and/or replacement passes can be purchased with approval of the Board of Directors. Upon vacating a unit, resident parking passes and hanging passes must be returned to the management company. It is the responsibility of the Owner to ensure that a tenant vacating their unit return parking passes and the visitor hanging pass. Failure to do so may result in a cost incurred by future tenants to obtain parking passes.

1. The speed limit within Reata is 10 miles per hour.
2. Reckless driving within Reata is prohibited. What constitutes reckless driving is at the discretion of the Board of Directors.
3. Parking of motorcycles in locations other than those normally used for automobiles is prohibited.
4. With the exception of flat tires or new battery installation on vehicles, vehicle repairs or maintenance are not permitted on Reata property.

5. 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 Reata.

- a. Any vehicle otherwise obstructing or impeding traffic flow or within a Fire lane within Reata is subject to immediate towing.
- b. Any vehicle deemed as a potential danger or hazard to Reata residents, such as a vehicle leaking gasoline, is subject to immediate towing.
- c. Any vehicle parked in a space that is designated for the exclusive use of a vehicle transporting a disabled person without special license plates or disabled parking placards is subject to immediate towing.

6. The following vehicle violations are also subject to immobilization and/or towing, subject to the requirements of the applicable towing statutes and any notices required hereunder.

- a. Boats, trailers, campers and recreational vehicles are not permitted at Reata and are subject to immobilization and/or towing.
- b. Motorcycles not parked appropriately, are subject to immobilization and/or towing. Motorcycles may not be parked in or in front of the same space as another vehicle.
- c. Non-operational vehicles (not currently licensed or inspected or not in running condition) are subject to immobilization and/or towing.
- d. Commercial vehicles are subject to immobilization and/or towing. Commercial vehicles are defined as any vehicle built for commercial use such as plumbing trucks, electricians' trucks, wreckers, ¾ ton flatbeds, bob tails, stake body trucks, or vehicles otherwise identified as primarily a commercial vehicle per approval of the Board.
- e. Vehicles leaking excessive fluids are subject to immobilization and/or towing. Owners are responsible for cleanup of overflow fluids.
- f. Vehicles improperly parked are subject to immobilization and/or towing. Only one vehicle may be parked in one space. A vehicle may not be parked in such a manner that it infringes or overlaps two parking spaces.

- g. Failure to obey the parking signs on the property will subject your vehicle to immediate immobilization, towing and/or you to a fine.
- h. Any vehicle without an authorized resident parking pass or visitor hanging pass issued by Reata at River Oaks is subject to immobilization and/or towing.
- i. Unused vehicles are not permitted in the garage. An unused vehicle shall mean any vehicle not intended for active use, which intent shall be presumed as to any vehicle parked in the garage for a period in excess of two (2) weeks, is subject to immobilization and/or towing. Requests for parking in excess of the time limit may be made to the Board of Directors in writing upon demonstration of good cause.

7. All immobilization, towing, storage and related costs are at the vehicle owner's expense.

These vehicle rules and regulations are for the overall benefit of Reata. While a specific rule may inconvenience a certain owner or resident, our condominium community requires joint cooperation for the majority of the 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. These rules will be enforced, so asking in advance may save you from towing expenses.

The fine for violating any rule in this section is \$100.00.

N. ENTRANCE/EXIT GATES AND PEDESTRIAN GATES

To use the entrance gate as an exit, or the exit gate as an entrance, unless one of the gates is inoperable, is prohibited.

Gate codes are to be provided to owners and residents only. Owners and residents may provide the code to family members and close friends. The gate code is not to be posted at the gates or on MLS. During open houses, Realtors must meet prospective buyers at the gates.

Propping a pedestrian gate open for any reason is prohibited.

The fine for violating this rule is \$50.00.

O. SIGNS

No resident of the condominium shall post any advertisements, signs, or posters of any kind in or on the project except as authorized by the Board.

One (1) professional security sign not to exceed six inches (6") by six inches (6") in size may be displayed from within a unit.

One (1) professionally lettered "For Rent" or "For Sale" sign not to exceed two feet (2') by two feet (2') in size may be displayed from within a unit being offered for sale or for lease.

The fine for violating this rule is \$50.00.

P. ASSESSMENT FEES

Each homeowner pays assessments for the administration of maintenance, repair and upkeep of all the "Common Elements" property in Reata. The amount charged each Unit is based upon the percentage ownership established in the Declaration. The fee pays for insurance on portions of the buildings, maintenance, landscaping, common electricity, water usage, garbage pickup, maintenance of our pool/clubhouse area and other items decided upon by the Board of Directors. The assessment is due on the 1st of each month.

The fine for failing to pay the assessment by the 10th of each month is set forth in the Declaration of the Reata and the Bylaws.

Q. USE AND OCCUPANCY RESTRICTIONS

Subject to the provisions of this Declaration and By-Laws, no part of the Property may be used for purposes other than housing and the related common purposes for which the Property was designed.

1. No business shall be conducted in or out of a Unit.
2. Occupancy shall be restricted to two (2) persons per bedroom.
3. Each Unit or any two (2) or more adjoining Units used together shall be used for residential purposes and for no other purpose. The forgoing restrictions as to residence shall not, however, be construed in such manner as to prohibit a Unit Owner from:
 - a. Maintaining his professional library,
 - b. Keeping his personal business or professional records or accounts,
 - c. Handling his personal business or professional telephone calls or correspondence, which uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions.

4. Nothing shall be stored in the Common Elements without prior consent of the Board, except in storage area or as otherwise herein expressly provided.

5. The use, maintenance, and operations of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit owner.

The fine for violating any rule in this section is \$50.00.

R. MOVE-IN AND MOVE-OUT

Move-ins and move-outs are restricted to Monday through Friday between 9:00 a.m. and 7:00 p.m. Move-ins and move-outs at all other times and on legal holidays are strictly prohibited without prior written approval of the Board of Directors.

The fine for violating this rule is \$100.00.

S. LEASING OF UNITS

Owners are responsible for the actions of their tenants. Any owner leasing a unit shall not be relieved of any obligation under Reata By-Laws, Declaration or Rules and Regulations.

1. All leases shall be written, with a copy provided to the Managing Agent prior to occupancy of the unit.

2. All owners desiring to lease their unit must complete a leasing permit and provide it to the Managing Agent prior to leasing their unit.

3. Owners and tenants are responsible for ensuring the Managing Agent has on file the correct names of tenants and their phone numbers, and other requested contact information.

4. All Reata units are single family dwellings.

5. The lease shall stipulate that a maximum of two (2) occupants per bedroom is permitted.

6. Units shall not be leased or otherwise used for transient or hotel purposes and nothing less than the entire unit may be leased.

7. The lease shall require the lessee to obey the terms and conditions of the Declaration, By-Laws and the Rules and Regulations of Reata, copies of which owners are required to provide to their tenants. Failure to comply with the terms of such instruments shall be default under the lease.

8. The Managing Agent and the Board will usually deal with the owner of the unit rather than the tenant(s).

The fine for violating any rule in this section is \$100.00.

T. LEASE TERM

1. Owners may not solicit renters for a term of less than six (6) months.

2. Units may not be leased for a term less than six (6) months.

3. For leases with a term of six (6) months, owners may not enter into any new lease on that unit during the term of the lease without prior written approval from the Board of Directors.

4. For leases that are longer than six (6) months, owners may not enter into any new lease on that unit at any time during the first six (6) months of the lease without prior written approval from the Board of Directors.

The fine for violating any rule in this section is \$500.00 per owner for the first offense, \$1,000.00 per owner for the second offense and \$1,500.00 per owner for the third and all subsequent offenses.

U. EXTERIOR ALTERATIONS.

Exterior alterations are not permitted.

The fine for violating this rule is \$100.00 plus the cost of repairing the alterations.

V. GUIDELINES FOR INTERIOR MODIFICATIONS

1. Requests for modifications of any type to interior walls, floors, or ceilings other than finish work, must be submitted in a "Request for Approval" form, including any drawings, contractor, and/or engineer reports that supplement the "Request for Approval," to the Board in writing prior to the commencement of any work. The Board will then approve or deny the request.

2. Interior modifications may be permitted if they do not in any way endanger the structural integrity of the building or any part thereof, or do not detrimentally infringe upon the lifestyle of other residents.

3. Construction of approved modifications should be implemented during hours (i.e. Monday through Friday, 9:00 a.m. – 7:00 p.m.) which will not cause neighbors to be disturbed.

4. Construction is prohibited on legal holidays.

5. Community dumpsters are not to be used for disposal of construction material.

6. With the exception of egress and ingress, pedestrian gates are to remain closed and locked at all times. Propping gates open is strictly prohibited.

7. Common areas are to remain clean and free of construction debris. Failure to remove construction debris will result in the Association cleaning the common areas and the owner will be responsible for all expenses incurred.

8. Requests for modifications in which any part of a wall, either interior or exterior, would be removed must be submitted in a "Request for Approval" form, including any drawings, contractor, and/or engineering reports that supplement the "Request for Approval" to the Board in writing prior to the commencement of any work. The Board will then approve or deny the request.

9. Electrical wiring must be done by a licensed electrician in accordance with City of Houston standards. All wiring must be of the proper size for the purpose served and must have proper connections terminating in a junction box.

10. Hard surfaced flooring must be installed in compliance with the Corporate Resolution related to modification to interior flooring, which became effective on December 8, 2009.

The fine for violating any rule in this section is \$100.00 plus the cost of repairing the alterations.

W. STORAGE OF PERSONAL PROPERTY ON COMMON ELEMENTS

The Reata Board of Directors has agreed to set aside a portion of the common elements to allow residents to store personal property (i.e. bikes) in a designated area. The type of property that can be stored within the designated area is subject to the Board's discretion which can be withdrawn at any time. Additionally, as there is a limited amount of space available to the residents of the Reata, applications to use the space will be handled on a first-come, first served bases.

Owners and/or occupants of units who are delinquent in monthly assessments are not permitted to use the storage area.

X. CABLE TV AND INSTALLATION OF SATELLITE DISHES AND ANTENNAS

It is the responsibility of the owner and/or resident to ensure that all cable TV wiring is installed in a professional manner. Installation of wiring on the exterior of the building is prohibited.

The Reata Board of Directors has established "Rules for Installing Satellite Dishes and Antennas" which rules are set forth in a separate document with that same title. All owners and/or occupants of units must abide by those rules and regulations or be subject to a fine.

The fine for violating any rule in this section is \$100.00 plus the cost of repairing and/or remedying the violation.

Y. HOW TO GET ISSUES ADDRESSED

The Managing Agent is responsible for the ongoing operations of Reata through the direction of the Board.

Requests for work, questions, problems, complaints and suggestions may 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.

Do not contact a Board member for any of the above, unless instructed to do so by the Managing Agent to ensure proper logging, tracking and reporting of all operations at Reata.

All written correspondence regarding Reata 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.

Z. MISCELLANEOUS

Legal Costs Recovery – Any and all attorney fees and costs incurred 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 be levied against the owner.

Emergency Access – In cases of emergency where there is potential for endangerment to life or property, the Association has the right to enter your property without notice.

Costs of Repairs – The cost of repairing property owned by the Association or another unit owner could be your responsibility under certain circumstances. These circumstances include: water damage caused by a clogged drain, worn seals, and tub or sink overflowing or damage caused by smoke or fire originating in your unit. Any cost of repair or replacement due to a resident's negligence or misuse will be the responsibility of such resident and/or owner.

Review of Rules - Rules and Regulations will be reviewed by the Board from time to time as necessary.

Additional Rules and Regulations - *These rules are not exhaustive and you should consult the Bylaws and Declaration of the Reata to ensure you are in compliance with all rules and restrictions set forth therein. A violation of any provision contained within the Bylaws and/or Declaration which is not set forth within these rules and regulations will subject the owner to a \$50.00 fine.*

Conflicts - To extent these rules are in conflict with the Bylaws and/or Declaration of Reata the Bylaws and/or Declaration are deemed to be controlling.

Invalid Rules – If any provision of these Rules and Regulations should be determined to be invalid, the remainder of the Rules and Regulations shall remain in full force and effect.

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By action of the Board on August 9, 2011 these Rules and Regulations have been adopted to govern the Reata at River Oaks Condominium Association, Inc.

David Jobe  
Secretary of the Board of Directors

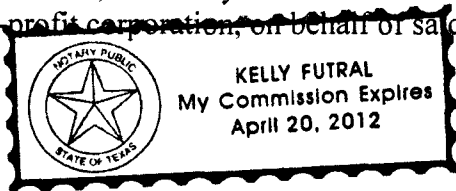
David Jobe DAVID JOBE  
Print name

August 9, 2011 \_\_\_\_\_  
Date

The State of Texas

County of Harris

This instrument was acknowledged before me on the 9<sup>th</sup> day of August 2011, by David Jobe, Secretary of Reata at River Oaks Condominium Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Kelly Futral 8/9/11  
Notary Public in and for the State of Texas