

13-00-2918

RULES AND REGULATIONS
WINTERGREEN TRAIL TOWNHOME ASSOCIATION

NOVEMBER 7, 1997

RULES AND REGULATIONS

PREAMBLE

Provisions for the Rules and Regulations and authority for enforcement are contained in the Declaration of Covenants, Conditions, Restrictions and Easements for Wintergreen Trail Townhomes. It includes a statement of restrictions and conditions applicable to ownership and use of individual Lots, as well as the Common Areas of Wintergreen Trail. These limitations, restrictions, conditions and covenants run with the land and are binding on all parties having acquired any right, title, or interest in the properties within Wintergreen Trail.

Observing and enforcing these rules and regulations is the responsibility of each and every Owner, tenant, and their guests.

Living in a townhome community is a unique situation. Therefore, these rules are designed to make living together pleasant and comfortable. Each of us not only has certain rights but also certain obligations to other residents. The courtesy and consideration for the rights of others are always mutually beneficial and objectionable behavior is not acceptable even if such behavior is not specifically ruled against herein.

Each townhome Owner must accept the responsibility for violations by their lessees, guests, children or pets. Violations should be reported to the Wintergreen Trail property manager who will take appropriate action. Compliance with these Rules and Regulations is necessary to maintain our quality of life.

This book of Rules and Regulations is a supplement to the Declaration for the Association, its By-Laws and the Resolutions established by your Board of Directors.

RULES AND REGULATIONS - WINTERGREEN TRAIL TOWNHOMES

I. INTRODUCTION

- (a) The Rules and Regulations of Wintergreen Trail Townhomes are intended as a supplement to the Declaration and its By-Laws. Should there be any questions concerning which regulations must be followed, the Declaration will prevail.
- (b) Throughout the Rules and Regulations, "adult" is defined as any person 21 years of age or older.
- (c) All requests for maintenance/repair must be submitted to the Wintergreen Trail Townhomes property manager in writing.
- (d) All complaints must be submitted to the Wintergreen Trail Townhomes property manager in writing.

II. OWNERS

Designation of "Owner" is the person or persons who hold(s) a recorded title to the townhome.

III. GUESTS

"Guests" are defined as visitors of the Owner.

IV. TENANTS

- (a) "Tenants or lessees" are defined as renters of any Owner.
- (b) The Owner must furnish the Wintergreen Trail Townhomes property manager with a copy of each lease prior to occupancy, a completed Wintergreen Trail Townhomes Rental Information form attached hereto and:
 - (1) the names and phone numbers (home and work) of the lessee, and
 - (2) the Owner's new mailing address and phone numbers (home and work).
- (c) The lease must provide that it is specifically subject in all respects to the Prior Restrictions, and to the Wintergreen Trail Townhomes Declaration, By-Laws, and Rules and Regulations.
- (d) The Owner must provide the lessee with copies of the Wintergreen Trail Townhome Association Declaration, By-Laws, and Rules and Regulations.

V. NON-RESIDENTS

The Owner is responsible for the actions of all non-resident guests.

VI. GENERAL

- (a) All townhomes are designed as single-family residences and shall not be occupied by more than one family.
- (b) No commercial activity shall be permitted in any Common Areas without the written approval of the Board of Directors.
- (c) No immoral, improper, unlawful, noxious or offensive activity shall be carried on or maintained on any Lot or Common Areas, nor shall anything be permitted to be done thereon which may be or become an annoyance or a nuisance to other residents of Wintergreen Trail Townhomes.
- (d) Outdoor antennae, whether on buildings or balcony areas, are prohibited without the written approval of the Board of Directors.
- (e) All equipment, garbage cans, wood piles, etc., shall be confined to the patio areas of the Units and shall be (1) kept screened by adequate planting or enclosed by wooden fencing to conceal them from view of neighboring Units and streets; (2) Units with patio areas open to view of the passing public must keep all equipment, garbage cans, etc. either stored in the garage or concealed by Architectural Control Committee approved screening.
- (f) All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.
- (g) No temporary structures such as trailers, sheds, etc., shall be permitted on any building, Lot or Common Area.
- (h) The roof area is off limits to all residents, guests and visitors. The roof area is restricted to essential building maintenance and service personnel.
- (i) No later than thirty (30) days after closing, the Lot Owner shall provide the Association with the following:
 - (1) the Owner's mailing address, telephone numbers (work and home) and driver's license number;
 - (2) the name and address of the holder of any lien against the Lot and any loan number.
 - (3) the name and phone number (work and home) of any person occupying the Lot other than the Owner;
 - (4) the name, address and phone number of any person managing the Lot as agent of the Owner; and
 - (5) all Owners shall inform the Association of a change of address within fifteen (15) days of the change.

VII. PROPERTY DAMAGE LIABILITY

Owners, lessees and their children, including guests and visitors and their children shall not mark, mar, damage, destroy or remove any part of the building. The

responsible Owner shall pay the cost of restoring the area or property affected. Owners are further charged with the responsibility for any violations of their lessees, guests, immediate family or visitors.

VIII. VEHICLES AND PARKING

- (a) All traffic laws are to be obeyed.
- (b) Vehicles must be parked in the areas provided and must be in operating condition with current inspection stickers and licenses. Each vehicle must be moved at least every 72 hours. No vehicle shall be parked on the grass, nor parked in the streets so as to obstruct normal traffic or access to driveways. NOTE: IF AN OWNER OR LESSEE HAS MORE THAN TWO VEHICLES, THEN THE VEHICLES THAT ARE NOT BEING USED SHALL BE STORED AT THE WOODLANDS COMMUNITY ASSOCIATION PARKING FACILITY OR OTHER STORAGE AREAS.
- (c) Repair to vehicles, other than routine care such as washing, oil change, etc., will not be permitted on the driveways, in streets or Common Areas. Any oil spills must be cleaned up by the vehicle owner.
- (d) No R.V.s, trailers, boats, campers or other equipment shall be permanently parked or stored in any part of Wintergreen Trail Townhomes other than the garage. At no time should the above vehicles be parked on the street or grass. Parking on one's driveway for the purpose of routine care will be permitted for a period not to exceed 48 hours. However, under no circumstances shall these vehicles be parked in a way that obstructs any traffic or access to neighboring driveways. The Woodlands Community Association has a parking facility for R.V.'s, etc.
- (e) "Parking Warnings" will be placed on any vehicle which is in violation of state laws or the Rules and Regulations herein. Copies of the violations will be kept on file with the Wintergreen Trail Townhomes property manager. At the time of the third violation, the vehicle will be towed at the owner's expense.

IX. PETS

- (a) Rules for pets shall be as set forth in Section 8.4 of the Declaration.
- (b) Loud and/or continuous barking will not be permitted.
- (c) The Board reminds all parties there is a leash law in The Woodlands.

X. TRASH CONTAINERS

Trash is collected on a regular basis.

- (a) Kitchen garbage put out for pick up must be in a container provided by the garbage contractor. All other trash must be litter proof.
- (b) Trash SHALL NOT be put on curb earlier than the night before pick up. Containers shall be picked up by the evening of the pick up day.
- (c) Storage of trash containers shall be kept out of public view from the street and adjacent townhomes.

XI. SCHEDULE OF PENALTIES

All infractions of the Rules and Regulations herein will be subject to review by the Board of Directors. A first offense will receive a warning from the Board of Directors and notice that continued or repeated violations will result in a fine, police action or injunction lien.

The schedule of fines which may be imposed after a first offense warning are:

- | | | |
|-----|---------------------|-------------------------|
| (a) | Second Offense | -not to exceed \$25.00 |
| (b) | Third Offense | -not to exceed \$50.00 |
| (c) | Continued Violation | -not to exceed \$100.00 |

Section 3.10 of the Declaration empowers the Board of Directors to file liens or other appropriate legal process on the Lot owned by the offender, as a result of his/her action, his/her family's, the lessee's or any guest.

XII. RECOVERY OF LEGAL FEES

The Association shall give ten (10) days' written notice to any Owner violating any Declaration, Bylaw or Rule of the Association. If a request for an opportunity to be heard is received by the Association from the Owner within ten (10) days of the date of the written notice, a hearing shall be scheduled before the Association's Board of Directors, such hearing to take place within thirty (30) days. After an affirmative decision by the Board of Directors, or after the expiration of the written notice, the Association and/or its Board of Directors are authorized to charge all reasonable attorney's fees and other reasonable costs to the Owner.

XIII. NOTICE OF ASSESSMENT AND DELINQUENCY

- (a) Notice of the monthly General Assessment rate for the coming year will be mailed (first class) to all Owners at the last known address by December 1st of each year.

- (b) Payment coupons will be issued by December 15th of each year to the Owners to submit with their monthly payments during the coming year.
- (c) The due date for all Assessments will be the 1st of each month. Partial payment will not prevent the accrual of the \$25.00 late charge stipulated in the Declaration. The delinquent date for all Assessments will be the 11th of the month. If any amounts due to the Association are paid on or before the 11th day of the month, but the method of payment is uncollectible by the Association (such as a "Not Sufficient Funds" check), the Assessments or any other amounts will be considered late and delinquent if not actually paid by the original due date. The Association shall not be liable for payments not actually received, regardless of delay by the mail or any other method of delivery. It is the responsibility of the Owner (the current Owner of record) to ensure and verify payments are received by the Association on time.
- (d) If a Lot Owner wishes to prepay the Assessment, then the following procedure will be followed: the appropriate coupon(s) must accompany any advance payment.
- (e) If payment is not received by the 11th, a delinquent notice will be mailed (first class) to the Owner. This notice will show the total amount due which will include a \$25.00 late charge.
- (f) Payments shall be applied as set forth in Section 9.7 of the Declaration.
- (g) If payment is not received within ten (10) days after the delinquent notice, a Demand Letter will be mailed (certified mail, return receipt requested) to the Owner. Such notice will show the total amount due including late charges, mail charges, and collection fees and indicate that a lien will be filed on the property if payment is not received within fifteen (15) days.
- (h) If payment is not received by the final date shown on the Demand Letter, the unpaid account will be turned over to an attorney to make demand and file a lien. A lien will be filed on the property with a copy of the lien being mailed to the Owner by first class mail.
- (i) For the lien to be released, the Owner must send a cashier's check or money order covering the Assessment, late charges, collections fees, filing fees and lien release fees. Once the funds are received, a Release of Lien will be prepared, recorded and a copy sent to the Owner.

XIV. ARCHITECTURAL REVIEW PROCEDURES AND GUIDELINES

General Procedures for any Addition or Change

- (a) Each homeowner will submit his proposal for an exterior addition, alteration or improvement to the Architectural Control Committee in writing, using a Request for Home Improvement form. The proposal

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- (b) Oral requests will not be considered.
- (c) Each alteration or addition must be specifically approved though the intended addition, alteration or improvement conforms to the Declaration, and even when a similar or substantially identical addition, alteration or improvement has been previously approved.
- (d) The applicant shall be informed in writing of the decision.
- (e) If a proposal is rejected, the reason(s) for disapproval shall be stated as part of the written decision.
- (f) The applicant is free to request reconsideration if new or additional information which might clarify the request or demonstrate its acceptability can be provided.
- (g) Copies of all Requests for change will be filed according to street address, along with the written decision and a statement of action, if any.
- (h) The Architectural Control Committee shall have the discretion to request other documents and information it deems appropriate at its entire discretion.

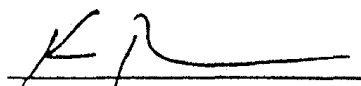
DATE ADOPTED 11-7-97

 11/7/97
Ken Trainer, Secretary

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DATE ADOPTED 11-7-97

 11/7/97
Ken Trainer, Secretary

WINTERGREEN TRAIL TOWNHOME ASSOCIATION**POLICY RESOLUTION
FOR
COLLECTION OF
DELINQUENT ASSESSMENTS**

WHEREAS, Article III, Section 3.10, of Declaration authorizes the Board to adopt, amend, repeal, and enforce Rules and Regulations, fines, levies, and enforcement provisions as it deems necessary or desirable with respect to the interpretation and implementation of the Declaration, Articles of Incorporation and Bylaws, and;

WHEREAS, Article IX, Section 9.10 of the Declaration of Covenants, Conditions, and Restrictions provides that assessments which are not paid when due shall be delinquent, and;

WHEREAS, the Board feels the need to adopt a collection policy to establish orderly procedures for the collection of assessments which remain unpaid past their due dates;

BE IT RESOLVED that the following procedures would be taken in the collection of delinquent assessments:

1. The monthly assessment shall be due and payable on the first day of each month.
2. Any assessments, which are not paid by the 11th of each month, shall be delinquent.
3. Delinquent assessments shall be assessed a penalty of \$25.00 per month.
4. Upon an Owner being 30 days delinquent, a notice of delinquency shall be mailed notifying of the delinquency.
5. If the assessment becomes 60 days delinquent, a second certified notice of delinquency shall be mailed and shall include a demand for payment of the full amount owing (i.e. the assessment plus late fees accrued as of that date) within ten (10) days. The letter shall also state that fees for legal services, including writing a demand letter will appear on the next billing.
6. If timely response to the demand for payment is not received (within 10 days), the Association's attorney will issue a legal demand letter for payment of the full amount owing including the assessment, interest accrued as of that date, and legal fees incurred on that account as of that date. The letter will also state that all future legal fees incurred will be added to the account.

Wintergreen Trail Townhome Association
Policy Resolution for Collection
of Delinquent Assessments
Page 2

- 7. If payment of the delinquent account does not result from the attorney's demand letter, the Board will then review the account with the Managing Agent and shall elect a remedy of law to include, but not be limited to foreclosure of the Lot.

This Resolution is in addition to and shall in no way whatsoever detract from the rights of the Association as specified in the Wintergreen Trail Townhome Association Declaration.

This Resolution was adopted on 22 day of March, 2001 by the Board of Directors.

Judith Max
President

Attest:

Mary A Best
Secretary

FILED FOR RECORD
2001 AUG 23 PM 3:44

Maria Turnbull
CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify 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 Official Public Records of Real Property at Montgomery County Texas.

AUG 23 2001



Maria Turnbull
County Clerk
Montgomery County, Texas

INSTRUMENT TO RECORD DEDICATORY INSTRUMENTS

This Instrument is being recorded by Wintergreen Trail Townhome Association, a Texas nonprofit corporation (the "Association") pursuant to Section 202.006 of the Texas Property Code.

Section 202.006 of the Texas Property Code requires a property owners' association to record each dedicatory instrument in the real property records of the County in which the property to which the dedicatory instrument relates is located, if such instrument has not previously been recorded; and

Restrictive covenants and other matters concerning the encumbered property and/or the Association are set forth in the previously recorded dedicatory instruments described hereinbelow. The previously recorded dedicatory instruments described hereinbelow may not include all the dedicatory instruments previously recorded with regard to the encumbered property and/or the Association.

<u>Document</u>	<u>Clerk's File No. or Film Code Reference</u>
Declaration of Covenants, Conditions, Restrictions and Easements for Wintergreen Trail Townhomes	Montgomery County Clerk's File No. 9773007
First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements	Montgomery County Clerk's File No. 9876037

The Association is currently subject to the following additional dedicatory instruments which have not been previously recorded, to-wit:

1. Articles of Incorporation
2. Bylaws
3. First Amendment to Bylaws
4. Rules and Regulations (November 7, 1997)
5. Policy Resolution for Collection of Delinquent Assessments (March 22, 2001)

Pursuant to Section 202.006 of the Texas Property Code, the Association does hereby record such additional dedicatory instruments, copies of which are attached hereto. Each dedicatory instrument attached hereto is subject to amendment pursuant to the amendatory procedures applicable thereto.

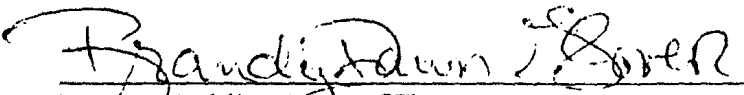
Executed on the 15 day of August, 2001.

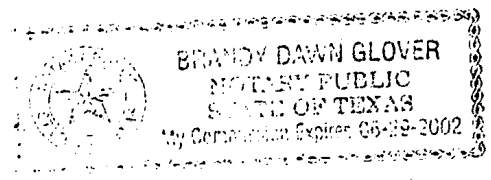
WINTERGREEN TRAIL TOWNHOME ASSOCIATION, acting by and through its managing agent, ASSOCIATION MANAGEMENT, INC.


Trinh Nguyen, Manager

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on August 15, 2001 by Trinh Nguyen, the Manager with Association Management, Inc., managing agent for Wintergreen Trail Townhome Association, a Texas nonprofit corporation, on behalf of said corporation.


Notary Public, State of Texas



WHEN RECORDED RETURN TO:
Robert T. Alexander
P. O. Box 4547
Houston, TX 77210-4547