RP-2019-176686
04/30/2019 ER $72.00

NORTH VILLAGE GREEN I ASSOCIATION, INC.

POLICY RESOLUTION: ASSESSMENT PAYMENTS AND RULES AND REGULATIONS

I, Geoff Green, Secretary of North Village Green I Association, Inc., a Texas non-profit corporation (the "Association"), do hereby certify that the following resolution was duly made and approved by a board vote of Geoff Green and Gene Flynt, with Toby Whitehead abstaining:

WHEREAS, on July 19, 1979, that certain instrument entitled, "Declaration of Covenants, Conditions and Restrictions" for North Village Green I Association, Inc. (the "Declaration") was filed in Volume 100, Page 110, et. seq. of the Condominium Records of Harris County, Texas file no. G164134; and

WHEREAS, the By-Laws (the "By-Laws") of North Village Green I Association were referenced in the Declaration as part of the governing documents of the Association; and

WHEREAS, the Paragraph 6 of the Declaration provides the administration of the Association shall be in accordance with the provisions of the Declaration and the By-Laws of the Association; and

WHEREAS, Section 8 of the By-Laws provides the Board of Directors has the power and duty to carry on the administration of the Association and do all the things necessary and reasonable in order to carry out the communal aspect of condominium ownership; and

WHEREAS, Section 10(a) of the Declaration creates an assessment obligation for owners of units in the Association; and

WHEREAS, Section 10(a) of the Declaration further provides that the budgeted common expenses and any assessment including budgeted common expenses properly levied pursuant to the Association's Declaration and By-Laws, and the laws of the State of Texas shall be a lien upon each unit, and shall be the personal obligation of the owner of each unit; and

WHEREAS, there is a need to establish orderly procedures for the billing and collection of said assessments and the conduct of the members of the Condominium Association; and

WHEREAS, this policy resolution governing the collection of assessments and Rules and Regulations supersedes and amends any and all prior assessment collection procedures and Rules and Regulations but does not amend or supersede the powers, duties and covenants enumerated in the Association's controlling documents or By-laws;

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors, on behalf of the members of the Association, duly adopts the following assessment procedures and Rules and Regulations. This resolution is in conformity with the Articles of Incorporation, By-Laws of the Corporation, Declaration, and the Texas Uniform Condominium Act, and has never been modified or repealed, and is in full force and effect:

RP-2019-176686

NORTH VILLAGE GREEN CONDOMINIUMS
RULES & REGULATIONS

The rules and regulations of the North Village Green Homeowners Association have been established to assure a safe and harmonious environment for the homeowners and tenants of the North Village Green Community. These rules and regulations have been formulated by the Association and may be altered from time to time. They are designed to provide directions about matters of common concern. The rules are not intended as a substitute of the duties and regulations outlined in the Association's Declaration, Bylaws, or Texas law, and should be viewed as a supplement to the controlling documents and applicable law.

Compliance with the standards of the property is critical to ensure a quality living environment for all residents.

1. Each homeowner and tenant is subject to all of the Associations documents and Rules and Regulations.

2. Non-resident owners are responsible for the conduct of their tenants and their guests. As enumerated herein, homeowners may be assessed for damages caused by their tenant or guest and be responsible for the reasonable costs of administration of ensuring repairs are made if those repairs are not, at the discretion of the Board, able to be undertaken by the owner.

3. Non-resident owners are responsible for providing their tenants with adequate knowledge of the Bylaws and Rules and Regulations of the Association.

4. As determined by the Board of Directors, fines will be assessed for noncompliance by owners and tenants with these Rules and Regulations and the Declaration and Bylaws. The fines will increase in amount for subsequent fines. Unpaid fines may result in a lien being filed against the homeowner's unit.

5. The rights and privileges of any owner, tenant, or their guests, to the common elements of the Association, including the right to vote as a member of the Association, will be suspended until all fines, assessments, or other obligations levied by the Association are paid in full.

6. Each owner or tenant is responsible for obtaining a copy of the Rules and Regulations from the management company.

RP-2019-176686

Section I - Occupancy Standards

1) All homeowners who have leased their units are required to follow the standards of Federal and State Fair Housing Guidelines which shall apply to all North Village Green units in which tenants reside. All vehicles parked on the property must abide by the Parking Regulations discussed herein.

2) All homeowners who have leased their units must conduct a criminal background check on all occupants ages 18 and over.

3) In addition to standard fines that are levied for the violation of the rules and regulations by tenants, owners will be asked to evict any occupant with a criminal history that is involved in a major infraction of the deed restrictions and or Rules and Regulations, or who in any way endangers the personal safety or property of other residents, guests, or staff, or who is found to be in violation of any law.

4) Homeowners or tenants shall not harbor or aid in any way a person who they know has been declared to be a trespasser on the property by the Association.

Section II – Parking Regulations

1) Vehicles to be kept on the property must be legally operable and in good repair. Commercial vehicles and trailers are not allowed to be parked on the property without written permission from the Board of Directors or Managing Agent acting in accordance with instructions from the Board. Failure to request written permission before bringing such a vehicle onto the property will result in automatic denial of permission.

2) Vehicles that are parked in a fire zone, tow away zone, no parking zone, handicap space, blocking another vehicle, entrance, exit, gate, dumpster, or that have been double parked or parked on the grass, sidewalks, or curbs, or whose continued presence or operation may cause damage to the property or endanger others, may be towed immediately without notice. Vehicles that are not legally operable, not in good repair, or that appear unused or abandoned may be towed subject to the shorter of a 24 hour notice posted on the vehicle or such notice as may otherwise be required by law.

3) No vehicle may remain on the property which creates a nuisance through poor maintenance, poor or careless operation, or which is operated in a manner which may be or become noxious, offensive, or annoying to other residents and guests. This includes, but is not limited to, loud music, speeding, unsafe operation, repeated honking of horn, backfiring, excessive engine noise, etc.

4) The maximum speed limit on the property is 5 mph. Vehicles operating in excess of this speed may, at the discretion of the Board of Directors or Managing Agent, be deemed a threat to others and may be removed from the property at the owner's expense.

RP-2019-176686

5) Washing of cars, repair of cars, changing of fluids, or other vehicular maintenance activities that detract from the appearance of the property are prohibited at all times.

6) Each unit has ownership of a certain parking space(s) in the main parking lot. Each unit is strictly limited to occupying only the number of owned parking spaces per unit in the main parking lot. In general, each efficiency and one bedroom unit owns one (1) parking space. Each two and three bedroom unit owns two (2) parking spaces. Subject to availability and at the discretion of the board of directors and/or managing agent, up to one (1) additional space in the main parking lot may be granted per unit. The board may, at its discretion, charge a reasonable fee for such accommodations.

Subject to availability and at the discretion of the board, additional spaces beyond the number prescribed above may be granted to a unit in the undeveloped area of the property.

Additional parking accommodations shall be held to be at the discretion of the board of directors. At its sole discretion and for any reason, the board may revoke any additional granted parking space allowances made to any unit.

7) The board may, from time to time, elect to impose upon all units the requirement to have and display a parking permit and/or park in an assigned space. The board may also require vehicles that will be parked on the property to have license plate information registered with management.

8) The board may, from time to time, elect to designate certain common element areas of the property for guest parking and/or require that guests obtain a guest parking permit.

Section III – Availability of Limited Common Element Amenities

a) Use of and access to the pool area is governed solely by the Board of Directors or Managing Agent acting in accordance with instructions from the Board. Any resident or guest granted permission to use the pool must first sign a copy of the currently adopted rules and regulations for the pool area. The Board of Directors and Managing Agent reserve the right to revoke the privilege to use the pool at any time for any infraction of the pool rules and regulations, or of these deed restrictions.

b) Use of and access to the tennis courts is governed solely by the Board of Directors or Managing Agent acting in accordance with instructions from the Board. The Board of Directors and Managing Agent reserve the right to revoke the privilege to use the tennis courts at any time.

Section IV – Standards of Conduct

a) Quiet hours on the property are 9 p.m. to 8 a.m. During this time, any noise or activity which is audible to neighbors or passers-by is strictly prohibited. Additionally, any noise

RP-2019-176686

or activity at any hour which creates or may create a nuisance to other residents and guests is prohibited.

b) All guests shall use common utilities such as water and electricity in a reasonable and prudent manner. Electrical outlets which serve the common elements are for the sole use of the Association and its designees. The Association shall be entitled to assess to any unit owner reasonable costs for wasteful use of any utility, or theft of utilities. Additionally, the Association working with homeowners may conduct checks for water leaks from time-to-time. Water leaks if not immediately repaired may result in a fine.

c) All unit interiors, appliances, air conditioning, water lines, electrical systems, and fixtures must be clean and maintained in good order. Water leaks must be reported to the homeowner and to the Association in a timely manner. The association shall be provided entry upon request to inspect for water leaks. Unit owners must provide a reasonable floor covering in each unit such that the slab is not exposed.

d) Outdoor consumption of alcohol on the property is strictly prohibited.

e) Smoking in any common element is strictly prohibited. Additionally, smoking inside your unit in a manner which allows the odor to be detectable in any hallway or common element is prohibited. Owners and residents must follow all applicable municipal and county regulations regarding smoking on the property.

f) All trash shall be stored in appropriate receptacles and taken outside to the dumpsters when full. At no time is it permissible for trash to be left anywhere in the parking lot, grass, sidewalks, or common elements. All large items must be broken up into smaller pieces before being placed into the dumpster. Any excessive trash disposal that requires additional trash pick ups will be assessed to the responsible homeowner.

g) Activities on the property which are in violation of any law are prohibited. Any activity which can or may result in an increase or cancellation of the property's insurance, or the insurance of any homeowner, is prohibited.

h) All residents and guests are subject to video surveillance, including by hidden camera, at any point while using the common elements. Surveillance tapes may be used at our discretion to aid in the prosecution of any crime.

i) Operation of any motorcycle, motorbike, motor scooter, ATV, or similar vehicle in a manner which may annoy, disturb, or endanger residents or guests is prohibited.

j) Residents and guests are expected to follow instructions given by Association staff at all times. Each owner and tenant is responsible for the conduct of his guests. All guests must abide by the Rules and Regulations of the Association.

k) Common areas such as lobbies, hallways, and parking lots, as well as limited common elements, such as porches, balconies, and carports, are subject to restrictions set forth by the Board of Directors or Managing Agent acting in accordance with directions from the

RP-2019-176686

Board. No common areas may be used for storage without approval. Alteration to or removal from any common element without written permission from the Board is prohibited.

l) Unit windows must be covered with blinds or curtains that are white, beige, or neutral in color and be maintained in reasonably good condition. Windows may not be covered with tin foil, blankets, tape, or any other item.

m) Outdoor drying of clothes, bedding, or similar items is prohibited.

n) Lobbies, hallways, and elevators are for the purpose of ingress and egress only. Loitering and playing in the hallways are not allowed. Quiet hours must be observed in these areas 24 hours a day. At no point may any activity in these areas be audible inside any resident's unit.

o) Unit owners have a responsibility to immediately report damages to their units and take the appropriate steps to mitigate the damage. Unit owners shall be held responsible for subsequent damages stemming from a failure to report and/or mitigate the initial damage. Owners can additionally be fined, assessed, and/or held responsible for damages to other units or the common elements.

p) Residents shall not tamper with utility meters or cable boxes for any reason. Only appropriate personnel shall access these areas. The Association shall assess the cost of any damage to these units, or to the electric or cable infrastructure on the property as a result of tampering with these units, to the unit owner.

q) Outside water faucets are reserved for the use of Association personnel only, and shall not be used by any resident without written permission from the Board.
r) No signage may be posted in a place which is visible from any of the common elements.

s) Satellite dishes, racks, cables, or any other such apparatus are prohibited from being attached to the siding of the buildings or in the grass surrounding a building. Satellite dishes may be used at the discretion of the Board, and must be installed in accordance with the Board's instructions. A satellite dish assessment of $100 will apply. Vendors installing satellite dishes for homeowners are allowed on the roofs Monday through Friday 8:00 am to 5:00 pm but must make an appointment with the manager prior to the installation and to gain access to the roof.

t) Porches may not be used as storage areas. Items which were not manufactured for the purpose of being outdoor furniture are not allowed on the porch. Items such as bikes, coolers, workout equipment, toys, and all other items must be stored in the adjoining patio closet.

u) Association owners who fail to adhere to these rules or who fail to maintain their unit to a reasonable standard or to abide by local ordinances, particularly fire codes, and who

RP-2019-176686

as a result of that failure cause the association to occur a loss, shall receive a special assessment for the amount of the loss plus any administrative costs and professional fees the association must spend to repair the common elements. This shall explicitly include units being equipped with fire extinguishers and smoke alarms.

v) Tampering with, disabling, destroying, or otherwise attempting to defeat any locking mechanism or entry gate mechanism (vehicular or pedestrian) is prohibited. For safety and security reasons, residents are not permitted to enter units or buildings by climbing or jumping over unit balconies or windows.

w) Shopping carts of any kind, which are often left partially blocking hallways, walkways, stairwells, elevators, and dumpsters, are not allowed on the property at any time.

Section V – Pets

a) Permission to keep a pet is granted at the sole discretion of the Board of Directors or Managing Agent acting in accordance with the Board's instructions, conditional upon compliance with the restrictions contained herein. Permission may be revoked by the Board of Directors or Managing Agent at any time. The restrictions contained herein supersede any homeowner's terms in a lease agreement.

b) Owners and renters are responsible for all visiting pets, which are subject to the same restrictions as residents' pets.

c) Owners of units shall be responsible for their tenants' pets. Unit owners shall be able to adopt additional pet restrictions if they choose. In the event an animal kept by any occupant should cause damage to the property, or if the Association is held liable for any damage to any person or property caused by such animal, the Board of Directors or Managing Agent shall assess the unit owner an amount equal to the damage caused or liability assessed, which shall be payable in addition to his or her monthly maintenance assessments.

d) Only common household pets, including dogs, cats, fish, birds, rabbits, and small rodents may be kept as pets. No owner will be allowed to keep more than 2 cats and/or dogs without permission from the Board of Directors or Managing Agent.
e) Pit bulls and other aggressive breeds are prohibited from being kept on the property, or being allowed onto the property with a guest. All dogs over 20 pounds must have written permission from the Board of Directors or Managing Agent for the animal to be kept on the property. Occupant shall be responsible for producing such written permission on demand from the Board of Directors or Association staff.

f) Pets are to be kept inside the owner or occupant's unit. Animals may not be left alone on porches or balconies, or in any common element or limited common element. Dogs must be kept on a leash and under the occupant's control at all times when not in the unit.

RP-2019-176686

g) All areas where pets are housed must be kept clean, safe, and free of parasites, including fleas. Unit owners shall be assessed for the cost of any pest control necessitated by allowing pets in their units.

h) Dog owners must immediately pick up and dispose of, in a sanitary manner, all dog waste deposited on the grounds. Such owners must be readily able to produce on demand from Association staff such device as would be used to dispose of the waste. Cat owners must place soiled cat litter into tied plastic bags and dispose of the bags in the garbage dumpsters on the property. Owners and residents are prohibited from allowing their pets to use the patios as an area to relieve themselves. Patios which have become soiled from pet waste or from owners washing pet waste down onto patios below shall be professionally cleaned and sanitized at the expense of the unit owner.

i) All pets must be maintained in accordance with applicable state and local laws. Dogs and cats must wear identification tags at all times. Association staff may trap any animal not wearing proper identification tags and turn such animals over to Animal Control as a stray. The Association shall not be liable if any occupant's animal without proper identification is removed from the property in such a manner.

j) No pet is to be left alone in an owner's unit for a period longer than that which is appropriate given the needs of the individual pet. In general, dogs should not be left alone more than 10 hours, and other pets should not be left alone more than 24 hours on a regular basis. When the Board of Directors or Managing Agent has reasonable cause to believe a pet is alone in a unit and that such pet is either creating a disturbance, nuisance, or any other emergency situation appears to exist, the Association will contact the owner to gain immediate entry to the unit. If the Association is unable to contact the owner within a reasonable period, or if the owner is unable/unwilling to grant entry to the unit, the Association may enter the unit and make arrangements for the pet's removal and care and/or abatement of the nuisance. All costs for doing so shall be assessed to the unit owner.

k) Pet owners are responsible for ensuring that their pets do not disturb or annoy other residents or guests. Pet owners whose pet(s) are determined by the Board of Directors or Association staff to be disturbing others must remedy the situation immediately. A pet owner who fails to remedy the situation will receive a 48 hour notice to remove the pet from the premises. Such a notice may be accompanied by a fine to the unit owner. If the pet owner fails to remove the pet, the Association, under the authority of the Declaration shall enter into the unit and remove the pet.

l) Pets shall not be kept, bred, or used for any commercial purpose.

m) Pet owners shall indemnify the Association and hold it harmless against any loss or liability of any kind arising from their pet(s).

RP-2019-176686

n) Feeding, caring for, or aiding stray animals in any way is prohibited. Injured or stray animals shall be reported to the proper authority for pick up. Aiding any stray animal subjects the unit owner to a fine from the Association.

o) Complaints regarding any pet are to be presented to the Board of Directors or Managing Agent in writing.

p) The Board may require permanent removal of any pet, and may revoke a unit owner's privilege to allow any pet into his or her unit(s), at any time. Upon such action being taken, the pet owner will have two days to remove the pet from the premises. If the pet owner fails to remove the pet from the premises, the Association may, under the authority of the Declaration, enter the unit and remove the pet. The unit owner shall be assessed for all costs associated with such removal.

Section VI – Fire Equipment and Precautions

a) Each owner is required to equip his/her unit with a fire extinguisher.

b) Homeowners are advised to equip their units with smoke alarms; this is a mandatory requirement for units occupied by tenants.

c) No resident shall overload any electrical outlet, or use an extension cord to permanently power any household item. Christmas trees and seasonal decorations are permitted in individual units provided they are U.L. approved and flame retardant. Decorations may be placed on balconies or porches provided they meet the same requirements and are removed within ten (10) days of the holiday.

d) Kitchen vent hoods and fireplace shafts shall be cleaned periodically to avoid possible fire hazards.

e) In case of fire, residents are to dial 911 immediately, and then notify other residents.

f) The Houston City fire code prohibits use of any outdoor cooking on gas or charcoal or open fire grills within a certain amount of feet of any structure or overhang. The fine is very high. All grilling on the property must be done a minimum of 25 feet away from any building or overhang. Grilling may not be done near anyone's vehicle, beneath or near any power lines, or under the carports. Barbecue grills or similar equipment may not be left unattended while in use and shall otherwise be stored in the storage closet of an owner's residence when not in use.

Section VII – Assessment Payments and Collections

1. **Routine Collections**

RP-2019-176686

a) Each homeowner shall receive annually a copy of the Approved Budget, and be apprised as to what his or her maintenance assessments shall be for the upcoming year. Supplemental budgets may be sent throughout the year as needed, which may result in an increase or decrease of annual maintenance assessments during the year.

b) All monthly installments of annual assessments shall be due and payable in advance on the first (1st) day of the month ("Due Date"); all special assessments shall be due and payable on the first (1st) day of the next month following delivery to the owner of notice of such special assessment, or such other dates as elected by the owner and approved by the Board of Directors if an extended payment period is provided as an alternative (also the "Due Date").

c) All documents, correspondence, and notices relating to the charges shall be mailed to the address which appears on the books of the Association or to such other address as is designated in writing by an owner.

d) Non-receipt of an invoice shall in no way relieve the owner of the obligation to pay the amount due by the Due Date.

e) Maintenance assessments are due on the first day of each month. The Association shall, however, allow a grace period of seven (7) days to receive assessments.

2. **Remedies for Non-Payment of Assessments**

a) If payment of the total assessment due and owing, including all charges and late fees, is not received by the managing agent on the seventh day of the month, the account shall be delinquent.

b) If an owner defaults in paying the sum assessed against his/her unit seven (7) days after the Due Date, or defaults in remitting full payment on the balance due, the owner shall be charged a late charge of $50.00.

c) If an owner shall fail to pay the full amount due within 30 days of the Due Date, the matter shall be forwarded to the Association's legal counsel or a designated collection agent. A letter from legal counsel, or a designated collection agent, shall be mailed to the owner by first class mail and certified mail, return receipt requested, with all related attorney and collection costs added to the owner's account. In addition to filing for non-judicial foreclosure, the Association's legal counsel may file a civil action suit to recover the amounts owed the Association, and legal counsel is authorized to take such other actions as may be reasonably necessary to collect any monies due for delinquent assessments.

d) Pursuant to the authority granted to the Association in the Covenants, Conditions and Restrictions, if an owner defaults in paying an installment of any assessments levied against his/her Unit continues beyond the Due Date, the Board of Directors, at its option,

RP-2019-176686

may accelerate the remainder of the assessment installments and declare them due and payable in full.

e) All costs incurred by the Association as a result of any violation of the Covenants, Conditions and Restrictions, By-Laws, Rules and Regulations or Resolution of the Board of Directors of the Association, by an owner, his/her family, employees, agents or licensees, shall be specially assessed against such owner. Such costs include, without limitation, legal or administrative expenses (regardless of whether suits or liens are filed) resulting from an owner's failure to pay assessments when due or from default referred to in these Rules and Regulations.

f) Payments received from an owner will be credited in the following categorical order of priority. In each category, payments will be first applied to the oldest amount due.

1. Charges for legal fees, court costs and other costs of collection; late fees; all other charges incurred by the Association as a result of any violation by an owner, his/her family, employees, agents or licensees, of the Covenants, Conditions and Restrictions, By-Laws, Rules and Regulations, or Resolutions; and the monthly averaged water assessment.

2. All accrued interests, Management collection fees, or interest accrued, as applicable.

3. Special assessments;

4. The monthly assessment for a unit.

g) The Association reserves the right to terminate water services to any unit should the owner become delinquent to the Association for any payment. The Association shall not be liable for any loss of rental income as a consequence of taking this recourse.

3. **Partial Payments**

a) In the event that an owner attempts to make a payment of less than all monies due and owning the Association (the "Partial Payment") to the managing agent after a collection letter has been sent by legal counsel or the designated collection agent, the partial payment will be forwarded to legal counsel or the designated collection agent and held by legal counsel or the designated collection agent, or for determination whether to cash the check and apply the funds as a partial payment or to return the check to the owner. If the action taken is to apply the funds as a partial payment, legal counsel or the designated collection agent will send a letter by first class mail to the affected owner advising the owner that the funds have been applied as a partial payment until the owner becomes current, the owner would still be considered to be delinquent as to all monies due the Association; and that the actions taken were not deemed to be a waiver of the Board of Directors' right to take action against the owner either to collect a balance due or to foreclose on the unit.

RP-2019-176686

4. **Returned Checks**

a) A unit owner will be charged a $35.00 fee for any check returned unpaid by the bank in addition to any late fee or costs incurred by the Association as the case may be. A notice of the returned check shall be mailed to the homeowner.

b) If two or more of a unit owner's checks are returned unpaid by the bank within any (fiscal) year, the Board of Directors may require that all of the unit owner's future payments, for a period of one year, be made by certified check or money order.

Section VIII – Records

a) Homeowners shall be able to view such records as they are entitled to under the controlling documents of the Association and applicable law. All requests to view records must be sent in writing. The Association shall respond to such requests within ten (10) business days after receipt.

b) Homeowners may request copies of records to which they are entitled, but shall be assessed a reasonable fee for costs incurred by the Association.

c) Each unit owner shall be strictly responsible for ensuring the Association has his/her current contact information to facilitate the exchange of information.

Section IX – Pool Regulations

a) No running or boisterous play is permitted in the pool areas. Radios, CD players, etc. should be kept at a low volume to avoid disturbing residents.

b) No glass containers of any kind are permitted in the pool areas.

c) No pets are allowed in the pool or pool area. Service animals arc allowed in the pool area in accordance with applicable laws.

d) All persons using the swimming pool must be suitably dressed in swimsuits at all times. Persons having open wounds or communicable diseases are not permitted to use the pools. Swimsuits must be worn at waist level. Shorts or baggy pants with visible undergarments are not allowed.

e) North Village Green requires that all persons who are unable to safely use the pool unsupervised be accompanied by someone who is able to ensure the safety of that group or person. The Association does not employ lifeguards. Children are the sole responsibility of the parents.

f) Pool hours will posted seasonally. All residents wishing to use the pool must obtain a pool pass from the office.

RP-2019-176686

g) Residents and their guests are responsible for removing all supplies and litter they bring to the pool areas.

h) Homeowners and tenants will be held financially liable for damage or vandalism to items in the pool area including, but not limited to, pool furniture, Pool equipment, pool tiles, pool accessories, cleanup of litter, etc.

i) Pool passes may be revoked at any time without a refund at the discretion of the Board of Directors or Managing Agent for any violation of these rules and regulations.

Section X – Trash

a) Dumpsters are provided in the parking lots. If a dumpster is full, trash must be disposed of in another dumpster on the property. All garbage, trash, and other waste must be placed inside these dumpsters. No furniture, appliances or other large items may be placed outside the dumpster. All trash placed inside the dumpster must be able to be accepted by the garbage trucks. All trash should be bagged and tied before putting it in the dumpster.

b) Crush or fold boxes and compact trash to help provide space in the dumpsters.

c) Close the dumpster doors after discarding your trash.

d) Do no permit anyone to carry out the trash if they cannot reach or open and close the doors to the dumpsters.

e) Trash may not be left outside the front door of a unit or placed anywhere but in an approved receptacle or the dumpster.

f) Any trash cans in the pool areas and by the mailboxes are not to be used to discard trash from inside units. Usage is limited only to unwanted mail or litter from the common areas.

g) If a unit owner or tenant disposes of trash improperly or in a manner which is not acceptable to the garbage trucks, the Association will assess that owner for the cost of properly disposing of the trash provided Association staff, for health, safety, or community appearance reasons, undertake the task.

Section XI – Enforcement

a) A unit owner found to be in violation of these policies may be given a warning or citation at the discretion of the Board of Directors, Managing Agent, or Association staff acting in accordance with the Board's instructions.

Fines shall be levied as follows:

RP-2019-176686

For offences which do not affect the comfort or safety of others, fines shall be $100 for the first offense after a warning, $250 for the second offense, $500 for the third offense. Violations will also be referred to the association attorney upon the third offense, and legal fees will be assessed to the owner's account.

For offenses which do affect the comfort or safety of others, fines may be levied up to $500 for the first offense after a warning, and up to $1,000 for the second offense. Upon the second violation, the matter will also be referred to the association's attorney, and legal fees will be assessed to the owner's account.

b) Any unit owner wishing to appeal a citation may do so by delivering to the Association within 30 days of the citation a written request for a hearing before the Board of Directors. You must attend a hearing at the next regularly scheduled monthly meeting of the Board. Failure to attend will forfeit your right to appeal. The Board's decision at the hearing is considered final and binding.

c) Any costs the Association incurs to remedy any violation of the regulations listed herein shall be assessed to the unit owner and become due in full with the next monthly maintenance assessment.

d) Fines assessed for any violation of the regulations listed herein shall be due in full within 30 days of issuance.

e) The Association, in accordance with the North Village Green Declaration of Condominium, reserves the right to enter into any unit at any time at the expense of the unit owner to abate any nuisance or danger to our residents our guests, or mitigate any damages.

f) The Association reserves the right to exercise any legal remedy available to enforce the Deed Restrictions, the Declaration of Condominium, the By-Laws, and Rules and Regulations of the Condominium.

RP-2019-176686

TO CERTIFY WHICH WITNESS my hand on this 29 day of April, 2019.

Geoff Green, Secretary

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Geoff Green of North Village Green I Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL of office on this the 29 day of April, 2019.

GAYLA ANNETTE BOWDEN
Notary ID # 124715210
My Commission Expires
December 21, 2019

Notary Public, State of Texas

RP-2019-176686

RP-2019-176686

Pages 16

04/30/2019 02:17 PM

e-Filed & e-Recorded in the

Official Public Records of

HARRIS COUNTY

DIANE TRAUTMAN

COUNTY CLERK

Fees $72.00

RP-2019-176686

RECORDERS MEMORANDUM
This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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 hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.

COUNTY CLERK
HARRIS COUNTY, TEXAS