

ONE MONTREAL OWNERS ASSOCIATION, INC.

RULES, REGULATIONS AND POLICIES

Effective Date, _____

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ONE MONTREAL OWNERS ASSOCIATION, INC.
RULES, REGULATIONS AND POLICIES

PREAMBLE

One Montreal Owners Association, Inc. is a Homeowner's Association established by dedicatory instruments filed of record in the Real Property Records of Harris County, Texas. These rules are made and adopted pursuant to the authority granted by the Declaration of Condominium, the By-Laws, and pursuant to the authority granted by the Texas Property Code.

The following Rules, Regulations and Policies are applicable to all Owners, tenants, families, and guests. All Owners are responsible for the instruction and supervision of their household members, tenant(s), invitees and/or guests as to the provisions of all the Rules, Regulations and Policies, Bylaws, and Declaration of Condominium, and Owners must provide a copy of these documents to their tenant(s).

These below stated Rules and Regulations are in no way intended to limit or supersede the Declaration of Condominium, the By-Laws, or any of their Exhibits. In the event that there is a conflict, the Declaration of Condominium and By-Laws shall prevail.

Each Owner is responsible for the conduct and actions of themselves, their family members, renters, lessees, guests, invitees, licensees, and occupants. It is a violation of these rules if any owner, family member, renter, lessee, guest, invitee, licensee, and/or occupant disturbs the rights, comforts or conveniences of other persons within the Association.

The Board of Directors shall have the right to make such other and reasonable rules from time to time, as in its judgment may be needed to enhance the cleanliness and orderliness of the premises and the safety and comfort of the occupants of the Association. Notice of any additional rules and regulations will be given to residents in writing.

ACKNOWLEDGMENT OF OWNER / TENANT

Owner Responsibility and Accountability

Owners are completely and solely responsible and accountable for informing and educating themselves, family members, tenants, lessees, guests, individual managing agents/realtors, employees and any other representatives or parties with all policies and all items contained in the Association's governing documents. Each owner is responsible for their tenants, and any guests or visitors to the home. Each Owner and tenant is responsible for their guests or visitors to the home. Owners and tenants are jointly and severally responsible for fines for non-compliance, and for payment of compliance costs (including attorney's fees) any other costs which are assessed against the homeowner's account in accordance with these policies or other governing documents. All members of the Association and their tenants, guests, licensees and invitees are required to adhere to the Association's policies and other governing documents.

Acknowledgment of the "No Tolerance Policy"

Except in case of an emergency, owners and tenants will be given written notice of violations and notice of any fines regarding same, and will be requested to voluntarily cure the violations. Owners and tenants may submit a written request to meet with the Board within thirty (30) days of receiving the violation notice to challenge the notice of fine. If a violation is not cured in accordance with the notice(s), the managing agent shall send the attorney for the Association a request to take enforcement action. Legal action to correct the violation will include certified and uncertified demand letters with a grace period where applicable. The filing of an injunction lawsuit may follow. A thirty (30) day grace period will be allowed to pay all fines. Unpaid fines may be turned over to the Association's Attorney for legal collection. In addition to fines, violating owners and tenants are responsible for payment of all compliance costs, including attorneys fees, incurred regarding violations which in many cases will approach, and in some cases will substantially exceed \$3,500.00

Acknowledgment of the Rules and Regulations

Prior to allowing anyone other than an owner or immediate family member to live in the home, owners and tenants must sign a copy of this acknowledgment form regarding the rules and regulations and return the signed copy to the Association management company. Failure to submit the signed form will result in a \$75.00 per month fine. A signed form must be submitted to the Association's management company no later than one week prior to the start date of a lease.

"I/We (print name or names), am/are the owner(s) tenants(s) (check the correct box) of _____ (address). I (whether one or more) have received a copy of the One Montreal Owners Association, Inc.'s Rules & Regulations. I have read and understand my responsibility and accountability. I acknowledge that I am required to adhere to these rules and regulations and all of the Association's other governing documents, and that I may be fined for any violations.

Signature: _____

Signed: /_____/_____

Signature: _____
(Co-Owner or Co-Tenant, as applicable)

Signed: /_____/_____

ONE MONTREAL OWNERS ASSOCIATION, INC.

Rules & Regulations

I. Administration: Enforcement: Effective Date

- 1.1 Formation of a Rules and Regulation Review Committee: At the Board's discretion, a Rules and Regulation Review Committee may be established with two or more Board members and/or owners. The purpose of the Committee is to review appeals submitted by owners regarding violation notices. Such a committee may be established or dissolved by a majority decision by the Association's Board of Directors. The Committee will review each appeal and issue a recommendation to the Board of Directors.
- 1.2 Violation Notice: Unless otherwise provided herein, upon discovery of a violation of these rules and regulations or other governing documents, the Association's managing agent or legal counsel for the Association will provide written notice to the owner and/or tenant of record. Such notice shall require that the violation(s) involved be cured not more than thirty (30) days from the date of the notice, and shall advise that a fine will be imposed in accordance with these rules and regulations unless the recipient requests a fine review meeting with the Board of Directors or the Rules and Regulation Review Committee. A request for review must be submitted in writing not later than thirty (30) days from the date of the violation notice is received by the owner of record and/or tenant of the home. Such response shall be in writing, dated, and directed to the managing agent. The response must state at least generally all reasons for the review. The respondent will have a maximum of five (5) minutes to verbally present their request for review to the Board/Committee. The Board/Committee in its sole discretion has the power to waive or reduce the/ amount of the fine depending on the circumstances submitted. A notification of the decision(s) will be issued to the owner within (30) thirty days of the review meeting. Parking violations for which towing is applicable will not trigger this provision.
- 1.3 Imposition of Fine: Unless otherwise expressly provided in a specific rule, thirty (30) days from the date of the violation notice, a fine may be assessed to the offending homeowner's account every month until the violation is corrected. Successive fines may be imposed against a single owner or resident for the same type or for different violations as set forth in each violation notice or in the rules and regulations. Such fine(s) shall become immediately due and payable. The collection of fines will be dealt with in the same manner as any past due debt to the Association. Collection of fine(s) will be administered by the managing agent or legal counsel for the Association. All costs associated with the collection of any fine, including attorney's fees, incurred by or attributable to any such violation(s), shall be assessed or billed to the violating owner's and/or tenant's account. The Association's specific fine policy is set forth in greater detail in Article XV, below.
- 1.3.1 Emergency Items: Vandalism, graffiti, fireworks, gate damage or other items necessitating immediate intervention, including emergency towing may be subject to immediate fines, without notice and/or referral to legal counsel.

- 1.3.2 Re-Occurrence: Should any offense reoccur within twelve months after the first occurrence of a similar violation, no further warning will be given and the appropriate fine will be immediately imposed.
- 1.4 Sale and Address Notices:
- 1.4.1 Notice of Change of Address: In the event an owner relocates to an address other than the unit address, it is the owner's responsibility to notify the managing agent in writing of the new address within thirty (30) days of relocating. All legal fees, title work, or locator fees that result due to the owner's failure to properly notify the Association of a change of address will be assessed to the owner. The owner is responsible for the burden of proof that proper notice of change of address was provided to the Association. All notices of change of address must be submitted via certified mail, return receipt requested.
- 1.4.2 Lockboxes: Lockboxes, Supra devices and the like must be placed on the unit doors, not on entry gates or any other structure.
- 1.5 Enforcement: **THESE RULES AND REGULATIONS MAY BE ENFORCED BY ONE MONTREAL OWNERS ASSOCIATION, INC., THE PROPERTY MANAGEMENT COMPANY ("MANAGING AGENT"), OR ATTORNEY RETAINED BY THE ASSOCIATION.**
- 1.6 Amendments: These rules and regulations are subject to amendment by a majority of the Board of Directors.
- 1.7 Effective Date: These rules and regulations shall be effective upon filing with the Real Property Records of Harris County, Texas.

II. Residential Alteration and Appearance

- 2.1 Windows: Unsightly material will not be allowed in or on the windows. The Board will remain the sole arbiter of whether any material is considered unsightly. All windows larger than four square feet in area must have draperies, blinds, pleated shades or vertical blinds visible to the outside of the Unit. No sheets are allowed in the windows. Window screens must be maintained and may not be torn or missing from the windows. Blinds, draperies, shades and shutters must be kept in a neat and attractive condition at all times, and must be white or off-white in color. In the event of inclement weather, such as a hurricane, boards may be temporarily placed to protect windows of a Unit. However, they must be removed promptly once the inclement weather has abated.
- 2.2 Signage: No owner/leasing resident or agent of a Unit shall post any advertisements, signs, posters of any kind within the Association except as authorized by the Declaration of Condominium of the Association. Standard "For Sale" and "For Lease" signage is only allowed on the unit available for sale or lease, and is specifically prohibited at the entrances,

exits and boundaries of the Association. Garage sale and yard sale signs are expressly prohibited.

- 2.3 Antennae and Satellite Dishes: No television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall be erected, constructed, placed or permitted to remain on any Unit or upon any improvements thereon, except that this prohibition shall not apply to those antennae and devices specifically allowed by the regulations promulgated under the Telecommunications Act of 1996, as from time to time.
- 2.3.1 Prohibited Devices: Visible antennae and other devices used for receiving or transmitting AM/FM radio, "HAM" radio, "CB" radio, and "DARS" signals are prohibited. "Stick" type antennae used to receive distant television signals are prohibited.
- 2.3.2 Size Restrictions: No satellite antennae or dish with a diameter greater than one meter (39") may be installed.
- 2.3.3 Installation Restrictions: To the extent that receipt of an acceptable signal would not be impaired, or undue delay or expense imposed upon an owner, an antenna or other device permissible pursuant to this rule may only be installed in a location not visible from a street or common area, and integrated with the dwelling and surrounding landscape. All antennae and other such devices allowable under this rule shall be installed in compliance with all federal, state and local laws and regulations.
- 2.4 Basketball Goals: No basketball goals will be allowed.

III. Garage Sales / Yard Sales

- 3.1 Garage Sales: Garage Sales and Yard Sales are not allowed within the Association.

IV. Decorations & Lighting

- 4.1 Decorations: Written approval of the Architectural Control Committee or the Board must be obtained prior to the installation of any free-standing decorations such as sculptures, birdbaths, birdhouses, fountains, artificial vegetation or other decorative embellishments to any portion of a Unit which are visible from any street or common area.
- 4.2 Lighting: Outdoor lighting fixtures and/or directional lighting shall be placed so as to illuminate only residence of the applicable Unit and so as not to affect or reflect into surrounding residences or windows. No mercury vapor, sodium or halogen light shall be installed on any Unit, which is visible from any street or common area unless otherwise approved by the Architectural Control Committee. All exterior lighting must have ACC approval and may not be detrimental to exterior appearance of the residence.

- 4.3 Seasonal Decorations: Customary seasonal decorations for holidays are permitted without approval by the Architectural Control Committee. Seasonal lighting will be permitted for thirty (30) days prior to and fifteen (15) days after such seasonal celebration. Any violation of this section is subject to the fine schedule described herein.

V. Pets

- 5.1 Household Pets Only: No animals, livestock (including pigs of any kind) or poultry of any kind shall be raised, bred or kept on any property within the Association. Only domesticated household animals are allowed, such as dogs, cats, or other usual household pets.
- 5.2 Number, Size and Breed: No more than two (2) pets may be kept on any Unit. No pet in excess of fifty (50) pounds may be kept on any Unit. No "Aggressive Breeds" of dogs will be allowed in units. Known aggressive breeds as referenced herein include the American Pit Bull Terrier, Rottweiler, Doberman Pincher, and Chow-Chow. In addition, Shepherds breeds are likewise disallowed. The Association shall be the sole authority on which breeds are disallowed under this rule.
- 5.3 Registration: Each pet owner must provide the Board of Directors with a list of all resident pets, including (1) weight; (2) name; (3) breed and (4) a picture of each animal. It is the Unit Owner's responsibility to ensure that all tenants fully comply with this provision.
- 5.4 No Roaming: In accordance with State, City and local ordinances, it is unlawful for pets to be at large unless such a pet is under direct physical control. Pets with access to streets, sidewalks or common areas are considered to be at large. Therefore, all pets with access to streets, sidewalks or common areas must be leashed or carried at all times.
- 5.5 Waste Disposal: Pet owners must remove their animal's solid waste from the areas within the community where they may have relieved themselves, and deposit the waste in a sanitary manner in an appropriate garbage receptacle.
- 5.6 Nuisance or Disturbance By Pets: No pets may cause or create a nuisance or a disturbance that interferes with an owner's or tenant's rest or peaceful enjoyment of their home.
- 5.7 Property Damage: The owner of any pet that causes any damage to any Unit or common area shall be responsible for the cost to remediate any such damage.
- 5.8 Insurance: Pet owners must have a renter's liability insurance policy in force at all times, which either specifically covers their pet breeds, or else makes no distinction between breeds for coverage purposes. Owners must provide a copy of this insurance policy to the Association.

VI. Vehicles and Parking

- 6.1 Condition of Vehicle: All visible vehicles parked within the boundaries of the Association must be operative and contain the following: fully inflated tires, a valid license plate, a valid registration sticker, and any other permit or license as required by the State of Texas. All resident vehicles must display an OMP decal on the front driver's side of the vehicle.
- 6.2 Repairs: Automobile repairs are not permitted to be performed in the Association, unless the vehicle being repaired is kept the garage with the door completely closed when not being directly worked upon.
- 6.2.1 No automobile shall be permitted to leak fluids of any kind upon the common elements. The owner of the unit upon which fluid leaks or stains are present shall be subject to fines, and is required to remove any and all visible stains or marks caused by leaking fluids, at their own expense.
- 6.2.2 No Owner may utilize the driveways or common elements to wash their vehicles, except in designated areas (e.g. near the fire gate).
- 6.3 Commercial Vehicles / Recreational Vehicles:
- 6.3.1 Commercial or Recreational vehicles may only park within the Association while loading, unloading or otherwise performing services for an owner and/or tenant, and must not be left un-attended No Commercial or Recreational vehicle is permitted to block or hinder the ingress or egress of traffic through the Association.
- 6.3.2 "Commercial Vehicles" means any of the following:
- a. Any vehicle that displays one or more commercial signs;
 - b. Any vehicle carrying commercial equipment or attachments;
 - c. Any vehicle containing more than two axles;
 - d. Any vehicle with six (6) or more wheels, with the only exception being a stock dually pick-up truck, owned by an individual without any additional commercial equipment or commercial logos, signs or displays;
 - e. Any box vans other than individually owned passenger vans;
 - f. Any vehicle displaying the internet site, email address, or the phone number of any business;
 - g. Any flatbed trucks or trailers;

- h. Any vehicle with a Gross Vehicle Weight Rating over thirteen thousand pounds (13,000 lbs.); or
- i. Limousines, Wreckers, Taxi-cabs, busses, food trucks and ambulances.

6.3.3 "Recreational Vehicles" means any of the following:

- a. Boats, campers, trailers, RVs, watercraft, aircraft, four-wheelers, etc.

6.4 Parking:

6.4.1 Vehicles may not be parked or stored in common drives, driveways, streets or the common areas within the Association's boundaries. All vehicles within the Association's boundaries must be parked or stored out of public view. Owners or guests may only park in common drives, driveways, streets or common areas for temporary loading or unloading purposes not to exceed five (5) minutes.

6.4.2 Temporary Parking: No vehicle parked temporarily pursuant to Sec. 8.4.1 may impair the ingress or egress of cars from driveways, or emergency vehicles. No vehicle may be parked in the common area which will impair mail delivery. No vehicle may be parked on the common drive, any common area or street which overlaps another owner's unit line.

6.4.3 Towing: Any vehicle in violation of these rules may be towed at the owner's expense.

6.4.4 Gate Obstruction Prohibited: No vehicle may park in front of any property adjacent to an entry gate.

6.4.5 Green Space: No vehicle may park on any Association green-space at any time. Violators will be towed.

VII. Trash

7.1 Storage and Disposal of Garbage and Refuse: No Unit shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic, masonry materials with sanitary covers or lids, and tied trash bags. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition and must be stored out of public view, except for trash collection days. No Unit shall be used for the open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Unit may be placed upon such Unit at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of ACC approved improvements, after which these materials shall either be removed from the Unit or stored in a suitable enclosure on the Unit, not to exceed seven (7) days.

7.2 Hazardous Materials: No hazardous, toxic or radioactive waste or substances, as currently or in the future defined as such by Federal, State or local laws or regulations, shall be placed in trash cans or disposed of on the property, or down drains. No paint or chemicals are allowed to be placed in trash bins, and must not be dumped into any drains.

7.3 Other Provisions:

7.3.1 Heavy Trash: All heavy trash (e.g. appliances, mattresses, Christmas trees, tree limbs, and other such items) must be disposed of off-property. Owners who violate this policy will be fined \$250.00 per occurrence, plus disposal fees.

7.3.2 Containers: Garbage must be placed in plastic trash bags and tightly secured in appropriate receptacles.

7.3.3 Storage of Containers: When not out for pick-up, trash cans must be stored out of sight, either in the Owner's garage, or on the back patio.

VIII. Nuisance and Disturbances

8.1 General: Owners shall avoid making or permitting to be made, loud, disturbing, or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, televisions, amplifiers and any other noise making instruments or devices in such a manner as may disturb other residents. Any Board Member or representative of the management company has sole discretion in determining what is an unacceptable noise level and their decision is final.

IX. Lawn and Garden Care

9.1 General: General maintenance of Unit vegetation will be performed by the Association, with the exception of vegetation planted by an Owner. No Owner may plant visible vegetation on their Unit without the express written consent of the Association. No Owner may modify front-facing flower beds without Association consent. Maintenance of Owner-planted vegetation is the Owner's sole responsibility, and all Owner-planted or owned vegetation must be maintained in a neat, attractive and sanitary condition at all times. Owners must maintain all vegetation in the patio area.

9.2 Encroachment: No back area or Owner-planted vegetation, foliage, bush, tree or plant may grow to a height in excess of the fence located on any Unit, nor shall any such plant be permitted to grow over, under or through any fence or boundary between Units.

9.3 Invasive Vegetation Prohibited: No back area or Owner-planted vegetation, foliage, bush, tree or plant shall be permitted to grow on any Unit the roots of which might cause damage to any foundations, slabs, sidewalks, pipes, driveways or common areas. A non-exclusive

list of prohibited species includes willow, magnolia, poplar, birch, citrus trees, oak, boxwood, holly, oleander and bamboo.

X. Architectural Control / Uniformity of Units

- 10.1 General: No modifications to the exterior of any residence or Unit shall be permitted except upon written approval of the Board or the Architectural Control Committee, or as otherwise provided by state or federal law. A non-exclusive list of such prohibited modifications includes, but is not limited to: paint on brick surfaces, light fixtures, trim or composite siding, painted front door, satellite dishes, decorations, antennas, front door modifications, and garage door modifications. Please refer to the Association's Camera policy and Window policy for more information.
- 10.2 Architectural Control Committee Creation and Purpose: Pursuant to § 204 of the Texas Property Code, an Architectural Control Committee (ACC) otherwise known as the Modifications Committee may be established to enhance property values by requiring conformity to certain standards for visual appeal, uniformity and design. It is the general purpose of the ACC to approve or disapprove applications made to it for proposed alterations, additions or changes to be made to the exterior of the unit and/or unit itself. The ACC is not obligated under any circumstances to approve any improvements if they reasonably determine that same would detract from the overall aesthetic quality of the subdivision.
- 10.3 Procedure: An "Architectural Review Form", must be completed in its entirety and mailed to the address indicated at the bottom of the form. These forms are available from your management company and can be downloaded from the management company website. All pertinent information, including the color, quality and type of exterior modification, with samples, should be included with the application. The ACC cannot respond to verbal requests for approval. All applications must be made in writing.
- 10.4 Approval, Denial and Appeal: The ACC has thirty days from the date of receipt of an application in which to respond. If additional information is required by the ACC, the application process will be extended accordingly. Plans for the implementation of the proposed improvement(s) should allow for the time required to complete the approval process. If an application is not approved, the ACC will state in their letter why such approval was denied and what type of application changes, if any, would alter that decision. If an applicant wishes to discuss or appeal a decision made by the ACC, the applicant should contact the management company to request a meeting with the ACC.
- 10.5 Enforcement: ACC approval must be obtained prior to the installation or construction of any exterior improvement or change. If an improvement is made without ACC approval, the Board of Directors has the legal right to enforce its removal.

XI. Pool Area

- 11.1 General Pool Usage: The pool is for owners, residents, and their guests only. Owners are responsible for the conduct of their guests, tenants, and their tenant's guests. All residents are responsible for the conduct of their guests. Failure to comply with the following rules for the pool may result in suspension of a resident's use of these facilities, costs incurred or fines being levied:
- 11.2 Pool Hours: The pool is open from 8:00 a.m. to 9:00 p.m., seven days a week, during pool season (e.g. approximately ____ to ____). Pool hours will be posted at or near the entrance to the pool area. Pool hours are subject to change without notice. The pool gate is not to be left open under any circumstances at any time.
- 11.3 Pool Rules:
- 11.3.1 No more than ten (10) people may be present in the pool area at any time.
- 11.3.2 No more than five people per unit may visit the pool at any time (including guests).
- 11.3.3 An adult must accompany children under 16 years of age. An adult resident must accompany all guests at all times. Unaccompanied minors are not allowed guests. Violating this Rule will result in all guests being requested to leave.
- 11.3.4 No running or horseplay is permitted around the pool. No diving is allowed.
- 11.3.5 No bottles, glass containers are allowed in pool area. All personal items and trash are to be removed when leaving pool area.
- 11.3.6 No pets are allowed in pool or pool area.
- 11.3.7 Noise and music will be kept at a reasonable level, and/or according to the City of Houston Ordinances.
- 11.3.8 Violations of the pool rules will result in fines. Two fines in one pool season may result in a suspension of use rights.

XII. Grills and Cooking Devices

- 12.1 Portable barbecue pits, charcoal grills and other open-flame cooking devices outside of a building shall not be located, operated or stored on patios or within 10 feet of combustible walls or roofs or other combustible materials.

XIII. Fine Policy

- 13.1 General: Fines may be imposed against Owner(s) for any infraction of the Declaration of Condominium, Bylaws, or Rules and Regulations by Owners, occupants or guests of any Unit. This policy is effective upon filing with the Harris County Clerk. The fining structure will be as follows:
- (1) First Offense: Thirty (30) Day Warning Notice (except where stated otherwise in the Declaration or Rules and Regulations);
 - (2) Second Offense: \$75.00 fine assessment notice;
 - (3) Third Offense: \$150.00 fine assessment notice.
- 13.1.1 Right to Meet with Board: If you are given a warning or are fined, you have a right to request a meeting with the Board of Directors to dispute the warning or fine. To dispute a fine, the Owner must request in writing a meeting with the Board postmarked no later than thirty (30) days from the date of the letter imposing the fine, setting forth the specific nature of the Owner's dispute. The Owner filing the dispute will be placed on the Executive Board Meeting agenda, and the Owner will be allowed a reasonable period of time to present his or her reasons why the fine should not be imposed or should be abated. The Board's decision after the hearing is final and any affirmed or non-appealed fine will be due and payable on the first of the next month after notification.
- 13.2 Continuation / Recurrence: If after the first warning the matter is not cured or reoccurs, the Board may refer the matter to legal counsel without further warning. If the offense reoccurs or continues after the third notice, the Association may continue to assess a \$250.00 fine every month the violation exists or per incident, until abated.
- 13.2.1 Recurrence of "Corrected" Violation: Should any previously resolved violation reoccur within twelve months after the first occurrence of a similar violation, no thirty (30) day notice will be given, and the appropriate fine will be immediately imposed.
- 13.3 Automatic Fines: In the event of an act by an owner or resident that threatens the health, safety or welfare of other residents or guests (including, but not limited to vandalism, graffiti, fireworks, gate tampering or gate damage, or any other item which the Board believes merits immediate intervention), the matter may be automatically fined up to \$250.00 per occurrence and turned over to the Association's attorney immediately, without sending a warning. If the matter is referred to legal counsel, all legal fees incurred will be your responsibility.
- 13.4 Liability / Reimbursement: If it is found that the negligent act or acts of any owner or resident was a producing cause of any matter causing damage or harm to the Association, common area, residents, owners, or guests within the Association (including any matter requiring the Association to file a claim with its insurance), the negligent owner / resident

will be responsible for reimbursing the Association for the damage or harm caused, and/or reimbursing the Association for the full amount of any insurance deductible paid out by the Association.

- 13.5 Non-Resident Owners: Any non-resident Owner who has more than two (2) violations within sixty days will be required to provide written proof of notices and action taken against any tenant(s) committing violations against the Association. The Association may request a meeting with the Owner, or take legal action to enforce the Declaration, Bylaws, Rules & Regulations, or these policies.

Adopted by vote of the Board of One Montreal Owners Association, Inc., at a meeting held on _____, 2022.

Signed this the _____ day of _____, 2022.

ONE MONTREAL OWNERS ASSOCIATION, INC.

BY: _____

Printed name: _____, Director

BY: _____

Printed name: _____, Director

BY: _____

Printed name: _____, Director

STATE OF TEXAS §
COUNTY OF HARRIS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on this the ____ day of _____, 2022, by _____, as a Director of One Montreal Owners Association, Inc., on behalf of said Association.

Notary Public in and for the State of Texas

STATE OF TEXAS §
COUNTY OF HARRIS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on this the ____ day of _____, 2022, by _____, as a Director of One Montreal Owners Association, Inc., on behalf of said Association.

Notary Public in and for the State of Texas

STATE OF TEXAS §
COUNTY OF HARRIS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on this the ____ day of _____, 2022, by _____, as a Director of One Montreal Owners Association, Inc., on behalf of said Association.

Notary Public in and for the State of Texas

Return After filing to:

LAMBRIGHT ★ MCKEE
940 Corbindale Rd.
Houston, TX 77024