

213-11-1306

RULES AND REGULATIONS

TUSCANY AT LONGMIRE TOWN HOMES ASSOCIATION

NOVEMBER 2, 2006

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 Tuscany at Longmire Town Homes. It includes a statement of restrictions and conditions applicable to ownership and use of individual Lots, as well as the Common Area of Tuscany at Longmire Town Homes. 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 Tuscany at Longmire Town Homes.

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 resident 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 Tuscany at Longmire Town Homes Board of Directors or property manager who will take appropriate action. Compliance with these Rules and Regulations is necessary to maintain the quality of life expected by the Owners and residents of Tuscany at Longmire Town Homes.

This book of Rules and Regulations is a supplement to the Declaration for the Association, its Bylaws and the Resolutions established by the Board of Directors of Tuscany at Longmire Town Homes.

RULES AND REGULATIONS

TUSCANY AT LONGMIRE TOWN HOMES

INTRODUCTION

- (a) The Rules and Regulations of Tuscany at Longmire Town Homes are intended as a supplement to the Declaration and its Bylaws. 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 or repair must be submitted to the Tuscany at Longmire Town Homes' Board of Directors or property manager in writing.
- (d) All complaints must be submitted to the Tuscany at Longmire Town Homes' Board of Directors or 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 Tuscany at Longmire Town Homes' Board of Directors of property manager with a copy of each lease prior to occupancy, 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 Tuscany at Longmire Town Homes Declaration, Bylaws, and Rules and Regulations of the Tuscany at Longmire Town Homes Association.

- (d) The Owner must provide the lessee with copies of the Tuscany at Longmire Town Home Association Declaration and Certificate of Formation, Bylaws, and Rules and Regulations of the Tuscany at Longmire Town Homes Association.

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 on the Lots, in any Common Area or elsewhere in Tuscany at Longmire Town Homes.
- (c) No immoral, improper, unlawful, noxious or offensive activity shall be carried on or maintained on any Lot or in the Common Area, nor shall anything be permitted to be done thereon which may be or become an annoyance or a nuisance to other residents of Tuscany at Longmire Town Homes.
- (d) Outdoor antennae on any Lot, building or in the Common Area are prohibited without the written approval of the Board of Directors.
- (e) All equipment, garbage cans, wood piles, etc., shall be confined to the Rear Yard patio areas of the Units and shall be kept screened by adequate planting or enclosed by wooden fencing approved by the Development Review Committee to conceal them from view of neighboring Units and streets. Any 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 Development Review 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 the 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. No vehicle shall be parked on any Lot except in the driveway. Additionally, no vehicle shall be parked in the streets or anywhere within the Common Area except in spaces specifically designated by the Board of Directors of the Association.
- (c) Repair to vehicles, other than routine care such as washing, oil change, etc., will not be permitted on the driveways, in the streets or in the Common Area. Any oil spills must be cleaned up by the vehicle owner.
- (d) No trailers, boats, campers or other equipment shall be permanently parked or stored in any part of Tuscany at Longmire Town Homes other than in the garage of the Owners' Unit. 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.

- (e) "Parking Warnings" will be placed on any vehicle which is in violation of state laws, the Declaration or the Rules and Regulations herein. Copies of the violations will be kept on file with the Tuscan at Longmire Town Homes' Board of Directors or 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 City of Conroe.

X. TRASH CONTAINERS

Trash must be 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, the Common Area 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.

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) Subsequent Violations | -not to exceed \$100.00 |

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.

II. NOTICE OF VIOLATIONS; HEARING; RECOVERY OF LEGAL FEES

The Association shall give thirty (30) 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 thirty (30) 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 the date the Board receives the Owner's written request for a hearing, and the Board shall notify the Owner of the date, time and place of the hearing not later than the 10th day before the date of the hearing. 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) The due date for all Assessments will be the 1st of each month. Partial payment will not prevent the accrual of the 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 to ensure and verify payments are received by the Association on time.
- (c) If payment is not received by the 11th day of the month, a delinquent notice will be mailed (first class) to the Owner. This notice will show the total amount due which will include a late charge.
- (d) Payments shall be applied as set forth in Section 9.7 of the Declaration
- (e) 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 notice will be filed on the Lot if payment is not received within fifteen (15) days.
- (f) 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 notice. A lien will be filed on the Lot with a copy of the lien notice being mailed to the Owner by first class mail.

- (g) For the notice of 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 Notice of Satisfaction of Assessment 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 Development Review Committee in writing. The proposal will contain a description of the project, including the height, width, length, size, shape, color, materials, and location of the proposed improvement. Photographs or sketches of similar completed projects will aid in the consideration.
- (b) Oral requests will not be considered.
- (c) Each alteration or addition shall require specific approval 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 reasons 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 Development Review Committee shall have the discretion to request other documents and information it deems appropriate at its entire discretion.

XV. CONFLICTS.

In the event of a conflict between these Rules and Regulations and the Declaration of Covenants, Conditions, Restrictions and Easements for Tuscany at Longmire Town Homes or the Certificate of Formation for Tuscany at Longmire Town Homes Association or the Bylaws of Tuscany at Longmire Town Homes Association, the provisions of the Declaration of Covenants, Conditions, Restrictions and Easements for Tuscany at Longmire Town Homes or the provisions of the Certificate of Formation for Tuscany at Longmire Town Homes Association or the provisions of the Bylaws of Tuscany at Longmire Town Homes Association, as applicable, shall control.

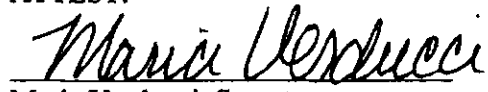
DATE ADOPTED: November 2, 2006.


Scott Levantino, Director


Marie Levantino, Director


Maria Verducci, Director

ATTEST:


Maria Verducci, Secretary

TUSCANY AT LONGMIRE TOWN HOMES ASSOCIATION**POLICY RESOLUTION
FOR
COLLECTION OF
DELINQUENT ASSESSMENTS**

WHEREAS, Article III, Section 3.9, 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 9.9 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.
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 Declaration of Covenants, Conditions, Restrictions and Easements for Tuscanly at Longmire Town Homes.

In the event of a conflict between this Policy Resolution and the Declaration of Covenants, Conditions, Restrictions and Easements for Tuscany at Longmire Town Homes or the Certificate of Formation for Tuscany at Longmire Town Homes Association or the Bylaws of Tuscany at Longmire Town Homes Association, or the Rules and Regulations for Tuscany at Longmire Town Homes Association, the provisions of the Declaration of Covenants, Conditions, Restrictions and Easements for Tuscany at Longmire Town Homes or the provisions of the Certificate of Formation or the provisions of the Bylaws, or the provisions of the Rules and Regulations, as applicable, shall control.

This Resolution was adopted on the 2nd day of November, 2006, by the Board of Directors.


Scott Levantino, Director


Maria Verducci, Director


Marie Levantino, Director

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black-outs, additions and changes were present at the time the instrument was filed and recorded.

ATTEST:


Maria Verducci, Secretary

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.

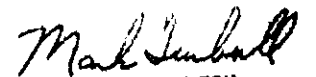
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County Clerk
Montgomery County, Texas

FILED FOR RECORD

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COUNTY CLERK
MONTGOMERY COUNTY, TEXAS