

HARBOR EAST
CONDOMINIUMS, INC.

RULES, REGULATIONS
AND ARCHITECTURAL
CONTROL STANDARDS

The following document contains HEC's rules and regulations that have been carefully prepared to provide all owners with a set of regulations designed to assure you of a quality living environment. If followed by all unit owners and/or their renters, it will not only enable our HEC community to function smoothly and cooperatively, but allow our property to maintain its value. Your unsolicited comments or suggestions are welcome.

500 Ferry Road
Galveston, Texas 77550

FOLLOWING THE RULES

GUIDE FOR HOME OWNERS/RENTERS

These rules and regulations have been developed by the HEC Board of Directors in an effort to foster an environment for quality living and to honor the rights, comfort and convenience of all its' residents.

This can only be accomplished through the support and cooperation of Homeowners and their Renters.

The Board hopes that all members of the HEC community will take these rules and regulations to heart by following them to the letter

INTRODUCTION:

The Board of Directors for Harbor East Condominiums, Inc. has provided this document to the residents as an introduction and quick reference to the Architectural Standards, Parking Policy, Collection Policy, Rules and Regulations, and By-laws of our community.

The following Rules and Regulations have been adopted by the Board of Directors of Harbor East Condominiums, Inc. in accordance with the By-laws to not only protect the architectural integrity and harmony of the community, but to also promote the safety and welfare of residents and to maintain an acceptable quality of life for us all.

The Rules and Regulations shall apply to all property owners, their residents, family members, renters, occupants, visitors, employees and guests and shall be enforced by the Board of Directors in accordance with the By-laws.

GENERAL INFORMATION

The sidewalks, parking areas, lawn and yard areas, trees and shrubs, pool area, mailbox area and exterior lighting comprise the General Common Areas of the complex. Your Association, along with Our Property Management Team is responsible for the operational management and oversight of maintenance and improvement of these areas, which are for the exclusive use of the individual resident, unit owner and/or guest. The limited common areas include balconies. You as a unit owner or renter have the responsibility for upkeep of this area.

I. SECURITY AND SAFETY:

1.1. In case of an emergency, and for protection to your property, it is recommended that you notify our Property Management Team, when you are leaving your property unattended for an extended period of time. It is suggested that **owners/renters** leave a telephone number where they can be reached in case entrance to your unit is a necessity.

1.2. Electrical equipment must be properly wired following current electrical code and plugged into sockets. Do not leave appliances such as a dishwasher unattended during operation. This will avoid possible dishwasher water overflowing into other homeowner units and causing damage to another owner's property.

1.3. Water beds are prohibited.

1.4 No smoking is permitted in the common areas of the complex, most importantly the pool area, entrance areas to individual units, and the parking area. There is no provision for disposal of cigarette butts and ashes. Cigarette butts will not be disposed of in any of the landscaped areas.

1.5. Smoke detectors, by law, must be installed in your units. Homeowners are responsible for testing their equipment every six months for safety purposes.

II. INSURANCE:

2.1 Owners shall be individually responsible **for insuring** their personal property in their respective **units**. Harbor East Condominium's insurance only covers common areas and interior plumbing shared by the homeowners.

2.2. Each unit owner is responsible for the maintenance and repair of interior walls of units, appliances, AC units, carpeting, wall fixtures and the like. Each owner is also responsible for any damages caused to another unit that is directly attributed to the owner's unit and not from the Common Elements and shall maintain a liability insurance policy in an amount no less than \$100,000. Proof of insurance shall be provided to our Property management company on a yearly basis. If an owner fails to provide for such insurance, the Board may purchase it for that unit and assess the cost to the Owner. All residents should maintain insurance for their personal property in the event of water overflow into another homeowner's unit from bathtubs, AC units, toilets, bars, etc.

2.3. Nothing shall be done to the common elements of units which would increase the rate of insurance on the building without the prior written consent of the Board of **Directors**.

III. CONSIDERATION OF FELLOW HOMEOWNERS/RENTERS:

3.1. Between the hours of 9:00 p.m. and 7:00 a.m., please keep stereos, televisions, radios, etc., at a level so as not to disturb neighbors.

3.2. Children must not be permitted to run or play in stairwells, parking areas, walkways, and entrances to private units. Organized games, sports, play or other activities are prohibited on the lawn areas, sidewalks, entrances, and parking areas.

3.3. It is requested that smokers be considerate of other homeowners/renters and not smoke inside their units as the smoke can be transferred to walls, and to the unit below through the exhaust system. The smoke can also damage the walls of the units below. Please smoke on the balcony.

3.4. All trash, no matter how small, should be disposed of in the designated trash area. Respect our property and don't throw cups, plastic bags, wrappers, etc., in the landscaped areas. If you see trash in the landscaped area, please pick it up and dispose of properly. We want to keep our property looking clean and respectable.

3.5. If you are having contractors work on your unit, please schedule their work between the hours of 9:00 a.m. and 6:00 p.m. Advance notice to your neighbors would be considerate.

3.6. No homeowner/renter shall make or permit any unreasonable noise that will disturb or annoy other residents, or permit anything to be done which will interfere with the rights, comfort and convenience of other residents.

3.7 All homeowners who rent to a renter shall provide the renter with a copy of the By-laws and Rules and Regulations, include in the lease agreement a provision that the renter has been given said copies and has read and understands and agrees to abide by these documents. The homeowner is responsible at all times for the actions of their renters.

3.8. No noxious or offensive trade or activity shall be carried on within any condominium unit, nor shall anything be done therein or thereon which may be illegal or become an annoyance to other homeowners.

3.9 When hosting a party at your unit, you must notify the Property Management two weeks in advance so that other homeowners can be notified.

IV. BALCONIES:

4.1. Barbecuing and other forms of outdoor cooking is prohibited on balconies.

4.2. No rugs may be beaten on balconies and dust; rubbish or litter should not be swept or thrown from the balconies.

4.3. No clothing or household articles may be hung over balcony railings.

4.4 Bird feeders may not be kept on balconies.

4.5. No storage of flammable or bulky items is allowed in the balcony utility closets.

4.6. Homeowners must provide access to the unit and to the balcony associated with the unit in order to allow the Association to make any necessary repairs when, in the determination of the Association, such access is necessary.

4.7 Unattended children playing on balconies are prohibited.

V. PARKING AREAS/SPACES:

5.1. Specific spaces are assigned for the exclusive use of respective units. The Association will provide each unit owner with two (a) "owner" parking stickers and up to two (a) "renter" stickers if needed. Each owner must provide the make, model, and license plate number that will be used for each parking sticker prior to receiving a parking sticker. The parking sticker must be displayed on the windshield of the vehicle. **PARKING IN A SPACE NOT SPECIFICALLY DESIGNATED FOR YOUR USE IS PROHIBITED AND YOUR VEHICLE MAY BE TOWED AT YOUR EXPENSE.** Any unauthorized vehicles reported will be given a 24-hour notice before the vehicle is towed at that person's expense.

5.2. Owners are responsible for the cost of repairs or placement of any damage to Harbor East parking area caused either by themselves, their guests, their pets or service people working in their units or delivering items to their units.

5.3 Please advise visitors/guests that they are not permitted to park in designated parking areas.

5.4. Homeowners/renters should register their vehicle with the Agent in case of an emergency and to identify any suspicious vehicles parked in the guest areas. Parking Stickers can be obtained from the Agent to ensure your vehicle is not towed. Contact Agent via USPS or the Internet to get a sticker.

5.5. No junk vehicles or other vehicles on which current registration plates are not displayed, no trailer, truck, camper, house trailer or boat may be kept in the

parking areas.

5.6. The parking area is not a gathering area and homeowners should ensure that large groups of visitors do not congregate in the parking areas.

5.7. No repair or extraordinary maintenance of vehicles may be undertaken in the parking area. Minor vehicle repair work is permitted provided that the area is cleaned after repairs have been completed.

VI. COMMON AREAS:

6.i. No notices of any kind may be attached to doors, pool area, mail area, etc., without the approval of a member of the Board or the Agent.

6.z. Anyone found defacing or damaging HEC property will be charged for the repair or replacement of any damaged areas.

6.3. The Mailbox area will be kept neat and free of trash and litter. Any strangers seen sleeping or hovering in this area should be reported to the Galveston Police Department and the Agent immediately.

VII. WASTE DISPOSAL:

7.1. Everything going into the trash must be put in plastic garbage bags and securely fastened at the top before disposal in the dumpster. Wet trash should be double-wrapped. Cat litter must be enclosed in containers that will not tear open on the way to the dumpster. If you have large items for removal such as furniture, appliances, carpeting, etc., please make arrangements with a local contractor to have these items removed. **UNDER NO CIRCUMSTANCE SHOULD HOMEOWNERS/RENTERS DISPOSE OF THESE TYPES OF ARTICLES IN THE DUMPSTER AREA.** If the Board becomes aware of unlawful dumping, the homeowner will be charged for the cost of removal.

7.2. Fats of any kind, liquid or solid, rice and fibrous vegetables must not be put into sink garbage disposals. Doing so causes pipes to clog, which in turn causes sink back up.

VIII. PETS:

8.1. The pool and spa is for people. **NO ANIMALS ALLOWED.**

8.2. Pets must not be allowed to relieve themselves on the landscaped areas of the building, stairwells and adjacent walk areas. Please clean up after your pet.

8.3. No breeding of pets.

8.4. HEC prohibits large reptiles, wild rodents and exotic pets on the property. If in doubt, homeowners should check with the Board.

8.5. All pets shall be kept leashed and under the control of their owner whenever they are outside the unit and shall not be allowed to run free or unleashed at any time or to otherwise interfere with the rights, comfort or convenience of other residents.

8.6. Homeowners are responsible for all damages caused by their pets to common areas and to the property of others.

IX. POOL RULES:

9.1. Harbor East Condominiums, Inc. is not responsible for any noncompliance of pool rules and regulations.

9.2 Children under the age of 12 are not allowed in the pool area unattended. They must be accompanied by an adult over the age of 18.

9.3- The pool area will be closed to homeowners/renters at 10:00 p.m. until 9:00 a.m. during the week and 11:00 p.m. to 8:00 a.m. on weekends. If violated, the authorities may be called by a concerned homeowner or renter.

9.4. Pool parties must be approved by the Agent no less than two weeks in advance.

9.5. No glass containers are allowed in the pool area. Use plastic or paper containers only.

9.6. All trash must be picked up and disposed of properly when using the pool area. Violators will be fined. If using the tables, all trash must be removed and tables cleaned. HEC does not provide Maid Service.

9.7- There are no life guards on duty. You swim at your own risk.

9.8. No diving. The pool is not deep enough to support diving and could cause bodily injury if attempted.

9.9. No horseplay, no running, wrestling or scuffling will be allowed in or near the pool.

9.10. The pool is made available for the homeowners/renters. Occasional guests are welcome as long as homeowners are not denied use of the pool because of guests overcrowding the pool area. Guests must be accompanied by a resident.

9.11. Please cover pool furniture with a towel when using suntan oil.

9.12. Pool furniture is for the pool area only. Throwing pool furniture in the pool will not be tolerated.

9.13. Noise will be kept to a minimum and those using the pool or pool area during late hours will insure they do not disturb sleeping homeowners/residents.

9.14. Report strange or suspicious people hanging out at the pool area to the Agent or police. The pool is for homeowners/renters and their guests ONLY.

X. ARCHITECTURAL MAINTENANCE:

10.1. No structural alteration (construction, addition or removal) of any condo unit or common element shall be conducted except in strict accordance with the provisions of the By-laws.

10.2. All changes proposed by the unit owner to the exterior of his/her unit shall be submitted in writing to the Board. All requests shall include a written description of the proposed changes and must be signed by the unit owner.

- 10.3. No owner or resident may make any changes outside his/her unit without the prior expressed written approval of the Board.

XI. PAYMENT POLICIES:

11.1. Monthly assessment payments are due by the first of each month. Pursuant to the provisions of the HEC Amended Declaration, Paragraphs 23 & 24, a late charge of \$15.00 and 18% interest will be imposed on monthly assessment payments received after the tenth day of the month.

XII. ENFORCEMENT/PENALTIES:

A system of penalties has been established to ensure compliance with the Rules and Regulations of the Association as set forth in this document. The Board believes that the enforcement procedure will result in greater community awareness of reasonable conduct that all unit owners have the right to expect from each other. If the violator is not a unit owner, the owner will be provided with copies of all correspondence pertaining to the violation and any ensuing penalties. The unit owner is ultimately responsible for all fines and the removal of violations.

Fines may be imposed for violations of any of the above rules, according to the following schedule:

1st violation after cease and desist warning:	\$50.00
Second Violation:	\$100.00
Third and subsequent offenses:	Amount to be TBD by Board

The Board of Directors for Harbor East Condominiums Inc. may **not** impose any fine or infringe upon any rights of a unit owner for violations of the rules **until** notice and an opportunity to request a hearing before the Board has been given. Below please find the fine procedures:

- a. If a violation of the rules is alleged in a written complaint to the Board or verbally to the Agent, the Board will notify the alleged violator in writing to cease and desist from the violation. This notification will include the nature of the alleged violation, the action required to remove the violation and notification of a grace period of thirty (30) days from receipt of letter, within which the violation may be removed without penalty. Should the violation continue beyond the grace period, a fine will be imposed.
- b. The violator may request a hearing within thirty (30) days after imposition of the fine. The request must be made in writing and be addressed to the Board. The hearing shall be held in executive session (that is a closed session) in person or by conference call at the discretion of the Board and the Agent and will afford the violator a reasonable opportunity to be heard. The violator may present his/her case to the Board and the Board will decide, based on the available information regarding the violation, whether or not any fines and/or penalties should be lifted.
- c. If a violation is repeated within 12 months of the first notice, a fine will be imposed without a grace period.
- d. The decision of the Board in such matters can be appealed to the Court of Galveston County.
- e. If any unit owner or renter fails to comply with the Rules and Regulations or By-laws, or with any decision rendered under the Rules and Regulations and By-laws, the unit owner may be sued for damages or injunctive relief, or both, by the Board. The prevailing party in any such proceeding may be entitled to an award for legal fees, as determined by the Court.

A fine will be applied to the unit owner's monthly assessment regardless of whether the offender is the unit owner, a renter, a guest or household member. The payment of a fine does not relieve the offender of the obligation of correcting the violation. If the Association incurs expenses to correct the violation, this expense will be applied to the unit owner. If the bill is not paid by the unit owner, a higher fine may be imposed.

If the fine remains unpaid, a lien may be placed against the unit in question. This means that the unit cannot be sold unless the fine and all associated expenses in filing the lien are paid, and the lien has been removed. In addition, the Board of Directors may foreclose on a lien if it is deemed necessary. Other penalties for not paying the aforementioned fines and expenses may also be considered including, but not limited to the following: Suing the unit owner for damages; or **Imposing** criminal penalties through the proper authorities.