

AMENDMENT TO BYLAWS  
OF  
SHADOWDALE TOWNHOMES

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HARRIS   §

KNOW ALL MEN BY THESE PRESENTS:

That on the 15th day of September, 1980, at a duly called and noticed Board of Directors meeting of the Shadowdale Townhome Owners Association in Houston, Harris County, Texas, a quorum having been met and all conditions precedent to this amendment having been complied with, the following amendments to the Bylaws of the Shadowdale Townhomes were submitted to the Directors for their consideration. After a motion had been entertained by the floor that each of the following amendments be amended into the Bylaws of the Shadowdale Townhomes, a discussion on each had and after all discussions ceased, the question was called and the following amendments were unanimously ratified and amended to the Bylaws of the Shadowdale Townhomes by all of the Directors then present.

It is therefore, DECREED that in compliance with the Declaration of Condominium and the Bylaws for the Shadowdale Townhomes, the following amendments are hereby declared to be a part and parcel of the Bylaws of the Shadowdale Townhomes:

I. Schedule B of the Bylaws of the Shadowdale Townhomes, also known as the Rules and Regulations of the Shadowdale Townhomes is amended to state and include the following:

1. Any common sidewalks, driveways, entrances, halls, passageways shall not be obstructed or used by any unit owner for any other purpose than ingress to and egress from the units.
2. No article shall be placed on or in any of the common elements except for those articles of personal property which are the common property of all of the units owners.
3. Unit owners, members of their families, their guests, residents, tenants or lessees shall not use sidewalks, driveways, entrances, halls and passageways as a play area(s).

4. No vehicle belonging to or under the control of a unit owner or a member of the family, or a guest, tenant, lessee, or employee of a unit owner shall be parked in such a manner to as impede or prevent ready access to any entrance or exit from a building. Vehicles shall be parked within the designated parking space, as provided for in the deed. Unauthorized vehicles will be removed at the owners expense. Any traffic flow markings and signs regulating traffic on the premises shall be strictly observed.

5. No work of any kind shall be done upon the exterior building walls or upon the common elements by any unit owner. Such work is the responsibility of the Association.

6. No owner, resident tenant or lessee shall install wiring for electrical or telephone installation or for any other purpose, nor shall any television or radio antennae, machines, or air conditioning units be installed on the exterior of the project or be installed in such a manner that they protrude through the walls or the roof of the condominium improvements except as may be expressly authorized by the Association.

7. Owners and occupants shall exercise reasonable care to 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, phonographs, television amplifiers, or any other instruments or devises in such manner as may disturb or tend to disturb occupants of other units, and the same shall not be played or permitted to be played between the hours of 11:30 p.m. and the following 8:00 a.m. if the same shall disturb or tend to disturb other occupants.

8. Disposition of garbage or trash shall be only by the use of garbage disposal units or by use of common trash facilities.

9. No animals, livestock or poultry of any kind shall be raised, bred, kept, maintained or harbored within this condominium regime, except for one dog or cat or other household pet (lap size) may be kept, provided that, they are not raised, provided further, that if such dog, cat or other household pet becomes obnoxious to other owners, the owner of such dog, cat or other household pet, shall dipose of same upon written notice issued by the Managing Agent, or if there is no Managing Agent, then the Board of Directors.

10. No owner of a one (1) bedroom condominium unit shall be allowed to have any children living in a one (1) bedroom condominium unit. No owner of a two (2) bedroom condominium unit shall be allowed more than two (2) children to be living with the owner in a two (2) bedroom condominium unit; and further, no owner of a three (3) bedroom condominium unit shall be allowed more than two (2) children to be living with Owner in a three (3) bedroom condominium unit.

11. The Association assumes no liability for nor shall it be liable for any lose or damage to articles stored in the storage area.

12. Any damage to the common elements or common personal property caused by the unit owner, members

of a unit owner's family, their guests, residents, tenants, lessees, agents or employees, shall be repaired at the expense of the unit owner.

13. The Managing Agent, or if there is no Managing Agent, then the Board of Directors, shall retain a passkey to each unit. No owner shall alter any lock or install a new lock on any door leading into the unit without prior consent, and, if such consent is given, the owner shall provide a key for the Managing Agent's or the Board of Director's use.

14. The management personnel and staff are adequately compensated and no gratuities are to be given them. This is not to preclude appropriate remembrances at Christmas or other particular occasions.

15. Each unit owner shall maintain his unit in good condition and in good repair and order, at his own expenses, except in the common elements.

16. Articles of personal property of any kind such as furniture, appliances, bicycles or other articles shall not be stored or kept in the corridors, lobbies, hallways, unfenced patio grounds or other common areas, as may be specifically designated for such purposes by the Board.

17. Any proceeding by the Association arising because of an alleged failure of a condominium unit owner, his guests, tenants or lessees to comply with the terms of such Declaration, Bylaws or these regulations, and as such documents are amended, shall entitle the Association to receive reasonable attorney's fees and Court costs as may be awarded by the Court.

18. No items which may create a fire hazard shall be kept or used in condominium units or the common areas.

19. No laundry clothing, toys or other articles shall be placed so as to be visible from the exterior of the building or the fence of each respective unit.

20. All litter in the common areas and facility shall be placed in trash dumps. All users of the common areas and facilities will clean up what ever common areas or facilities that they use.

21. Children shall play in the areas provided and not in the parking areas. Residents shall be strictly responsible for the instruction of their children and guests as to the provisions of these rules and regulations.

22. No unit owner, nor tenant shall be permitted to keep on the condominium property any vehicle which is abandoned or not in working order nor shall any vehicle be repaired or maintenance performed thereon while located on the condominium property.

23. No unit owner nor tenant shall be permitted to keep on the property any vehicle which is covered in the following description: No boats, trailers, trucks (3/4 ton), recreational vehicles and other heavy equipment as may be parked on the project.

24. Leasing. The following rules and regulations and provisions shall control the leasing, renting and subletting of any condominium units:

(a) Any owner or lessees of any unit or units of the Shadowdale Townhomes has the power

to lease or rent his unit or units and this right shall remain inviolat.

(b) No owner shall lease or rent his unit to anyone under the age of 18 years of age.

(c) There shall be no subletting of any condominium units by the lessee or rent of such unit.

(d) No owner of a one bedroom condominium unit shall be allowed to lease or rent his unit to anyone with any children living in such one bedroom unit. No owner of a two bedroom condominium unit shall be allowed to rent or lease his two bedroom unit to any person with more than two children living with such renter or lessee. No owner of a three bedroom condominium unit shall be allowed to rent or lease said unit to any person with more than two children living with said person in said three bedroom condominium unit.

(e) The windows of such leased or rented unit must be covered at all times with curtains, shades or other coverings except that no window shall be covered by sheets, papers, aluminum foil or any other covering unsightly to the eye which detracts from the beauty of the condominium complex as a whole.

(f) In any event no more than three adults per unit can lease or rent said unit.

(g) The owner of any condominium unit must use all due and diligent effort to lease his unit to those person or persons who are of good moral character, who are financially capable of assuming the burdens of condominiums costs and expenses, and who will not become a nuisance or a burden upon the other co-owners.

(h) Upon the leasing or renting of any condominium unit the owner of such unit must supply the managing agent with the name, address and phone number of both owner and lessee or renter and include therein a copy of the lease agreement or, if such an agreement has not been reduced to writing, then a shorthand written randition of the substantive elements of said lease. Failure on behalf of the owner to comply with this rule shall result in a \$25.00 fine.

(i) The owner of any condominium unit shall always remain solely and principally liable and responsible for the acts and omissions of his lessee or renter except that the Association or any aggrieved party shall retain the right to go against either the owner or the lessee or both for any and all violations of these rules and regulations, bylaws and declarations, and any and all damages arising out of any violation thereof.

(j) The Shadowdale Townhome Owners Association shall have the right to impose a lien against an owner's property for any and all damages and injuries caused by such owners, lessee or renter and the Association shall have the right of foreclosure and sale in the event said lien remains unsatisfied.

25. The minimum fine for violation of any of these rules, regulations, bylaws and declarations shall be \$25.00. This fine shall be imposed by the Board of Directors and same shall be treated as a special assessment to be taxed onto the monthly assessment for common expenses of such condominium owner, lessee or renter. Upon the written complaint of any one owner, lessee or renter, verified by another owner, lessee or renter, such fine as dictated by these rules, regulations, bylaws and declarations shall be effective and said owner shall be given ten days within which to remit this fine or face a second fine for failure to comply with these rules, and regulations. Should the owner fail to pay any fine assessed against him or his unit, said fine shall be treated as an unpaid assessment for common expenses and the homeowners association shall have a right to impose a lien for such amount against the condominium unit with the right of foreclosure and sale of such unit should such fine remain unpaid. In addition to the foregoing, should it be necessary to employ the services of an attorney to pursue and collect this fine or fines, the association shall be entitled to reasonable attorney's fees, costs of Court and expenses incurred in the pursuit of such indebtedness.

26. These rules and regulations, and bylaws are set forth to comply with the provisions and requirements of the Texas Condominium Act and the foregoing Declaration. In case these bylaws shall conflict with any of the provisions of said act or declaration, it is hereby stipulated that the provisions of the Act and/or Declaration shall govern and be controlling.