

BRENTWOOD COUNCIL OF CO-OWNERS

Amended Rules, Regulations and Architectural Guidelines for Brentwood Condominiums

PART I: INTRODUCTION; REPEALER AND AMENDMENTS; EFFECTIVE DATE

Introduction:

Brentwood Condominiums is a community of 275 condominium Units. These Rules and Guidelines are promulgated by the Board of Administrators of Brentwood Council of Co-Owners (the "Council" or "Association") for the purpose of regulating the use of Common Elements, promoting the safety of Residents and guests, and protecting the value of the Units. This authority flows from Section 5(n)(6) of the Brentwood Condominium Bylaws and Section 82.102(a) of the Texas Uniform Condominium Act.

These Rules and Guidelines should be read in conjunction with the Condominium Declaration, the Condominium Bylaws, and the Association's other Governing Documents. All Residents are required to abide by all Governing Documents. Copies of these documents are available from the Brentwood office. Violations may be reported to the management staff.

Repealer; Amendments:

These Rules supersede any previously adopted Rules on the same subject matter. These Rules are subject to amendment by the Board of Administrators. Notification of amendments will be mailed to all Owners at their last known address, and to known tenants at the applicable Unit.

Effective Date:

These Rules are effective as of the date of their filing in the County real property records office.

PART II: RULES AND REGULATIONS

RULE 1: DEFINITIONS; ACKNOWLEDGMENT OF OWNER/TENANT

1.1 Definitions:

All definitions set forth in The Condominium Declaration for Brentwood and amendment thereof heretofore filed, respectively, under Clerk's File Nos. F265801 and F369934, Official Public Records of Real Property of Harris County, Texas (the "**Declaration**") are incorporated by reference herein. "**Rules**" or "**Rules and Regulations**" means and refers to these Rules, Regulations and Architectural Guidelines for Brentwood Condominiums, as amended, and the term "**Governing Documents**" means and refers to all documents regarding the use, maintenance, repair, replacement, modification or appearance of any Properties within the condominium project, including each Unit, including without limitation this Declaration, the Association's Bylaws and Articles of Incorporation, these Rules and regulations, all written decisions and resolutions of the Board of Administrators, and all amendments thereto.

1.2 Owner Responsibility:

Owners are responsible for educating themselves and their family members, tenants, invitees and lessees with all Property Rules and the Association's Governing Documents. Each Owner is responsible for their tenants and any visitors to the Unit. **Owners and tenants are jointly and severally responsible for fines for non-compliance, compliance costs (including attorney's fees) and costs of repairs assessed to the Unit in accordance with these Rules or other Governing Documents. Everyone on Association property must adhere to the Association's Rules and Governing Documents.**

1.3 Acknowledgment of the Rules and Regulations:

All Owners and tenants must sign and return a signed copy of the Rules acknowledgment form (**Appendix - Form 1**) to the Association's management company either prior to move in, ten (10) days from the date of the closing on the sale of a Unit, or ten (10) days from the start date of a lease. Failure to submit the form will result in a \$75.00 fine for each notice the Association sends prior to compliance.

RULE 2: ADMINISTRATION; ENFORCEMENT; EFFECTIVE DATE

2.1 Formation of a Rules Review Committee:

At the Board's discretion, a Rules Review Committee may be established with two or more Board members and/or Owners to (i) periodically survey the Property and report violations of the Governing Documents; (ii) review Owner violation appeals; and (iii) to issue recommendations to the Board. The committee may be established or dissolved by the Board.

2.2 Violation Notice:

2.2.1 Before the Association may make a charge for property damage or levy a fine, the Association must give the Owner (and Owner's tenant, if applicable) a Violation Notice which must:

- (a) describe the violation or property damage and state the amount of the proposed fine or damage charge;
- (b) state that not later than the thirtieth (30th) day after the date of the notice, the Unit Owner may request a hearing before the Board to contest the violation, fine or damage charge; and
- (c) allow the Unit Owner a reasonable time, by a specified date, to cure the violation and avoid the fine unless the Unit Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) months.

2.2.3 A copy of the Violation Notice shall be mailed to the Owner's last known mailing address, and to the Unit address.

2.2.4 The Association must give notice of a levied fine or damage charge to the Unit Owner not later than the thirtieth (30th) day after the date of levy.

2.2.6 If an Owner wishes to contest a fine or levy, they must submit a request for hearing, in writing, to the Board not later than thirty (30) days from the date of the Violation Notice. The Board has the sole discretion to waive or reduce the amount of a fine. The Board will notify the Owner of its decision within a reasonable time after the meeting. Some violations such as vandalism or tampering with Association property (elevators, fire alarms, fire extinguisher, boilers, air conditions, gates, doors, or locks) carry an automatic fine.

2.3 Imposition of Fine:

Unless otherwise provided, violations of these Rules or other Governing Documents are subject to the fines set forth below. Repeated violations will result in additional fines, per violation. Ongoing violations will result in ongoing fines, to be assessed monthly.

Schedule of Fines

Noise / Nuisance Violations	Parking Violations
\$100.00	\$75.00
Pet Violations	Other Violations
\$100.00	\$75.00

2.4 Expulsion of Guests:

The Association may demand a guest leave the Property and/or may prohibit a Resident from allowing a guest to visit who has repeatedly violated the Rules or Governing Documents.

2.5 Sale and Mailing Address Notices:

2.5.1 Notice of Sale: Owners or purchasers shall notify the Association in writing of the sale of any Unit within ten (10) days from the date of conveyance. Notice shall include the full name(s) of all purchasers, their current mailing address(es), and the name and telephone number of both a personal contact and an emergency contact.

2.5.2 Notice of Change of Mailing Address: It is the Owner's responsibility to update the Association in writing of a new mailing address within ten (10) days of relocating. All costs or fees incurred due to the Owner's failure to properly notify the Association will be assessed to the Owner. It is the Owner's burden to prove that they provided proper notice to the Association.

2.6 Strict Compliance Required; Enforcement:

2.6.1 Each Owner, by acquisition or of any right, title or interest in any Unit, covenants and agrees to be bound by and to strictly comply with all Rules, restrictions, covenants, conditions and easements as set forth in these Rules and all other Governing Documents, as amended.

2.6.2 The Association, its successors and assigns, have the right to enforce all Rules, restrictions, covenants, conditions and easements set forth in these Rules or other Governing Documents as provided by the Governing Documents of Texas law.

2.6.3 Without notice of any kind, the Association may photograph any violations or suspected violation at any time and otherwise obtain evidence to confirm the existence or non-existence of any suspected violation in any reasonable manner without liability for trespass or otherwise.

2.6.4 Failure of the Association to enforce any provision of these Rules, the Declaration or any other Governing Document will in no event be deemed a waiver of the right to do so thereafter. No liability may attach to the Association, or its officers, directors, agents, employees or committee members, for failure to enforce any provisions of these Rules, the Declaration or any other Governing Document.

2.7 Special Exemption Request:

Rules may be modified or exemptions thereto granted on the Board's own motion, or at the request of an Owner/tenant to accommodate special circumstances, a special condition, a handicapped Resident, or other good cause as determined by the Board. All requests must be in writing, must specify the rule(s) for which a modification or exemption is sought, and most specifically the basis

for the request with reasonable particularity. The Board will review the request and provide the Owner/tenant with a written response granting or denying the request. If granted, such exemption or modification is solely for that individual Owner and his/her special need. The exemption or modification has no effect whatsoever on any other Owner/tenant and their responsibility to abide in full with all Rules.

2.8 Non-Interference with Management:

No Owner or their tenant shall directly or indirectly interfere with the employees, agents, vendors or any other representatives or personnel of the Association. Complaints must be in writing and mailed to the Association, its management company or delivered to the on-site manager's office.

2.9 Vendor Entry Authorization; Deliveries:

Service, repair or delivery personnel may not enter Brentwood Condominiums unless the Owner or tenant provides a completed vendor authorization form (**Appendix - Form 2**) to management prior to entry. All deliveries must come through the main entry for Brentwood Condominiums and utilize elevators as designated by the Board of Administrators for that purpose.

2.10 Assessment Collection Policies:

2.10.1 Assessments for common expenses are due and payable by the first day of each month. Each monthly assessment which is not paid by the first day of each month is delinquent.

2.10.2 Voting rights and all rights to use of any services and facilities provided by the Council of Co-Owners are suspended for each Unit during any period during which any monthly or special assessments due to the Council of Co-Owners are delinquent for more than thirty days. Such suspension applies to the Owner(s) of the applicable Unit and their tenants, if any, and the respective guests and invitees of such Owner(s) and/or tenant(s).

2.10.3 If at any time a check or other payment instrument is returned unpaid because of non-sufficient funds or for any other reasons, an administrative fee of \$25.00 will be charged to the applicable assessment account.

2.10.4 Interest compounded monthly from the due date at the rate of ten percent per annum will be charged on all delinquent assessments which are not paid in full within sixty (60) days after the due date.

2.10.5 A late charge of \$25.00 will be applied to each applicable assessment account which is not paid in full by the fifteenth day of each month.

2.10.6 All payments are deemed made upon the date of receipt of the payment by the Council of Co-Owners or its authorized agent. All payments received shall be applied in the following order:

- (1) any delinquent assessment;
- (2) any current assessment;
- (3) any attorney's fees or third party collection costs incurred by the association associated solely with assessments or any other charge that could provide the basis for foreclosure;
- (4) any other attorney's fees incurred by the association;
- (5) any fines assessed by the association; and
- (6) any other amount owed to the association.

2.11 Inspection of Association Books and Records:

2.11.1 A request to inspect any books and records of the Association must be submitted in writing to the Board or its authorized agent.

2.11.2 The request to inspect must state a proper purpose, and must specify with particularity which books and/or records are to be inspected.

2.11.3 Books and records must be inspected at the offices of the Association's management company during the managing agent's normal business hours, at the on-site manager's office during the on-site manager's normal business hours, or at such other reasonable place and time as determined by the Board.

2.11.4 At the discretion of the Board, or its agent, inspection may be permitted only in the presence of a Board member or employee of the management company, or other reasonable precautions may be required to prevent damage to, or removal of books or records.

2.11.5 The person(s) conducting any inspection shall not disrupt the ordinary business activities of the Association or its manager, or the management company's office, or their employees during the course of inspection.

2.11.6 No books or records may be removed from the office at which inspected without the express written consent of the Board.

2.11.7 All costs of inspection, including duplication and costs of retrieval of stored books or records, shall be borne by the person requesting the inspection. The Association may require a deposit for estimated costs to retrieve books or records before retrieval, or require payment of duplication costs prior to release of the copies; and any other costs of inspection must be paid upon presentment of the Association's bill or invoice for same.

2.11.8 The following books and records are not subject to any right of inspection of Owners or members (and must be kept confidential by officers, directors, agents and employees of the Association and its management company):

- (a) minutes of executive sessions;
- (b) records regarding enforcement actions, including minutes of administrative hearings pertaining to the imposition of fines, damage charges or any other punitive measures;
- (c) confidential communications between past or current legal counsel to the Association and the Board, or any officer, director, agent, attorney, employee, representative, or committee member of either;
- (d) an attorney's files and records relating to the Association, litigation files and any communications concerning same or which are otherwise not subject to inspection or are privileged under the Texas Uniform Condominium Act, or the Texas Rules of Evidence, or any other applicable statute or law;
- (e) personnel records;
- (f) books or records regarding matters involving the invasion of privacy of individual Unit Owners; or

2.12 Passkeys:

2.12.1 Neither the Association nor its management company maintains any passkeys for any Owner or Unit. Subject to **Section 2.12.2**, the on-site manager or other authorized agent of the Association may accept temporary custody of a key to facilitate obtaining of access to a Unit by the Association or other person or company, but only if the key is delivered with a completed Key Authorization Form (**Appendix - Form 3**).

2.12.2 If any key entrusted to any agent of the Association or management shall be at the sole risk of the Owner or tenant.

2.12.3 Neither the Association nor its management company shall be obligated to accept custody of any passkey.

RULE 3: LEASING AND SALE OF UNITS

3.1 Lease Approval Required:

No Unit shall be leased or sublet without approval of the Board or Lease Review Committee obtained in accordance with the Declaration, including Articles **XIV(E)** and **XV**, and this Rule.

3.2 Required Lease Provision:

Every lease (or sublease) of a Unit shall be subject to the following terms and provisions, regardless of whether or not stated therein:

- (1) All leases shall be in writing.
- (2) No lease shall be for transient or hotel purposes.
- (3) No lease shall cover less than the entire Unit.
- (4) Unless otherwise permitted in writing by the Board, no lease shall be for an initial term of less than twelve (12) continuous months.
- (5) No assignment or subletting of the Unit shall be permitted without the prior written consent of the lessor and the Board.
- (6) Every lease shall specifically state that (i) the lease is subject in all respects to all the terms and provisions of Governing Documents and the lessee(s) agree(s) to be bound by the provisions thereof; and (ii) any violation of the Governing Documents shall be a default under the lease and grounds for immediate termination of the lease **and eviction of lessee(s) by lessor(s) or by the Association.**
- (7) Leases (or subleases) may be subject to such other reasonable terms and provisions as required by the Board.
- (8) A copy of the lease agreement must be kept in the Association office.

3.3 Lease Approval Procedure:

3.3.1 Lessor must complete the Lease Approval Request (**Appendix - Form 4**) and Addendum to Brentwood Lease (**Appendix - Form 5**), **in duplicate**, and submit same with copies of the proposed lease plus a moving fee of \$500.00 as required by **Rule 3.7**, to the on-site manager or the Association's management company at least ten (10) business days prior to the effective date of the lease.

3.3.3 The Board reserves the right to obtain additional information necessary to protect the interest of the Brentwood Council of Co-Owners.

3.3.4 The Board shall approve or disapprove the lease within ten (10) business days after receipt of all items required by **Rule 3.3.1**. Approval may be conditioned upon execution of lease modifications or addenda; payment to the Association of a security deposit, or other reasonable conditions which required by the Board. Disapproval may be based on lack of information, incorrect information, inadequate documentation, or any other reason allowed by State or Federal law.

3.3.5 If the Board disapproves lessor's, lessor shall be so advised in writing, with the reasons for disapproval to be stated therein and the moving fee will be refunded. Upon lease approval, an executed Lease Approval Request will be returned to lessor with a copy

kept in the lessor's file. No lease is valid unless the procedures set forth herein have been followed and the Board has given its approval.

3.4 Leasing Review Criteria:

3.4.1 The Board (Lease Review Committee) shall not consider or request any information on the following subjects:

- (1) Race;
- (2) Color;
- (3) Religion;
- (4) Sex or sexual orientation;
- (5) Handicap; or
- (6) Family status (other than for identity and relationship of occupants).

3.5 Joint and Several Liability:

Lessor(s) and lessee(s) are jointly and severally liable for compliance with the Governing Documents, including these Rules, including all damages, costs and expenses resulting from any violation by either or by their respective family members, guests, servants, agents or employees, and with respect to all rights and remedies for enforcement of these Rules and all other Governing Documents.

3.6 Realtors and Related Sales Activities:

Owners may sell or lease their Units either through their own efforts or with the assistance of a realtor. However, Brentwood office and maintenance personnel may not be asked to show Units, manage leased Units, or in any other way provide special services to Owners trying to lease or sell their Units. Realtors' signs may not be placed in windows or elsewhere on the condominium property. Realtors may not be provided with card-keys or radio transmitters. Realtors are not to be allowed to park in the interior of the Property. It is the Owner's responsibility to be present to provide access to the Property and to his Unit when it is being shown to a prospective buyer or lessee. Open Houses are not allowed.

3.7 Moving Fee; Assessment for Damages:

A non-refundable moving fee of \$500.00 shall be paid to the Association by the Owner of a Unit each time any Resident moves in to a Unit. The moving fee applies whether the move-in is by a tenant or an Owner. In addition, costs for maintenance or repair exceeding routine move-in/move-out wear and tear will be charged to the applicable Unit Owner and their tenant.

RULE 4: UNIT INSURANCE

4.1 Owner Insurance:

IT IS THE RESPONSIBILITY OF EACH OWNER, AT SUCH OWNER'S SOLE COST AND EXPENSE, TO PROVIDE HOMEOWNER'S PROPERTY AND LIABILITY INSURANCE, THEFT AND OTHER INSURANCE COVERING THE CONTENTS OF EACH OWNER'S UNIT, PERSONAL PROPERTY DAMAGE AND LOSS, AND ANY OTHER CASUALTY, DAMAGE, INJURY OR LOSS NOT EXPRESSLY COVERED BY ASSOCIATION INSURANCE AS REQUIRED BY **ARTICLE XI** OF THE DECLARATION. EACH OWNER MAY ALSO PURCHASE OTHER ADDITIONAL OR SUPPLEMENTAL COVERAGE SUBJECT TO APPLICABLE PROVISIONS OF **ARTICLE XI(G)** OF THE DECLARATION. INSURANCE REQUIREMENTS IMPOSED BY THE DECLARATION AND ANY OTHER GOVERNING DOCUMENTS DO NOT CONSTITUTE ANY REPRESENTATION OR GUARANTY FOR ADEQUACY OF COVERAGE.

4.2 Insurance Deductible:

The Board shall from time to time determine the amount of deductibles for all policies. Each Owner is solely and wholly responsible for payment of all applicable deductions.

4.3 No Impairment of Insurance:

No Owner or Resident may keep or do anything in any Unit or Common Element which would increase the rate of insurance for the Property or result in the cancellation of insurance for any Unit or Common Element.

RULE 5: UNIT OCCUPANCY

5.1 Maximum Number of Residents:

No Unit may be occupied by more Residents (as defined in **Section 5.2** of the Declaration) than the product of the total number of bona fide bedrooms contained in the Unit multiplied by two, being a maximum of the two Residents for a one bedroom Unit, four Residents for a two bedroom Unit and six Residents for a three bedroom Unit.

5.2 Written Notice of Change of Residents Required; "Resident" Defined:

Any change in the Residents of a Unit must be reported to the Association's management company or the on-site manager in writing within ten (10) days after the change. Any person over eighteen (18) years of age who lives at a Unit for more than thirty consecutive days, or more than forty-five days in any ninety day period, is deemed to be a Resident of the Unit.

5.3 Residential Use Only:

The Units shall be used only for Residential purposes, and no more than one single family may occupy each Unit. No commercial activities other than home pursuits without employees, public visits or non-residential storage shall be permitted in any part of a Unit.

5.4 Supervision:

5.4.1 All Owners, residents and guests must fully comply with these Rules and other applicable Governing Documents; including without limitation **Rule 13**.

5.4.2 Personal property shall be removed from Common Elements and Limited Common Elements when not in use. Unattended personal property shall be deemed abandoned and discarded as litter.

5.4.3 Owners and/or occupants shall not permit any resident, guest or invitee to engage in any activity or conduct that will harm any Common Element or Limited Common Element, including landscaped areas and recreational facilities, or which violates any Governing Document.

5.4.4 All Owners shall be responsible for ensuring that their residents, guests or invitees comply with applicable provisions of the Declaration, these Rules and other applicable Governing documents, and shall be liable for the consequences of any violation(s) thereof.

RULE 6: UNIT MAINTENANCE AND REPAIR

6.1 Owner Maintenance:

It is the responsibility of each Owner and their tenant to maintain the interior of his or her Unit, including interior walls, floors, and ceiling surfaces, and to maintain and repair the fixtures therein. Repair of all appliances and plumbing fixtures is the responsibility of the Resident. **If the malfunction of an appliance or plumbing fixture within a Unit causes damage to other Units, Common Elements or Common Element, the Owner and tenant of the Unit from which the damage resulted will be liable for all costs of repair or other damages.**

6.2 Timely Repairs Required; Emergency Procedures:

Owners are responsible for establishing an emergency procedure for repairing items which are the Owner's responsibility. Failure to repair a broken item in a timely manner that is causing or may cause damage may result in a fine. In the event of ongoing damage, the Association has the right to make such repair and bill the Owner and/or the Owner's tenant for the repair.

6.3 Electrical Service Required; Electrical Work and Equipment:

6.3.1 All occupied Units must have electrical service. The use of generators, candles, or other open fire as a substitute for electricity is prohibited.

6.3.2 Residents shall not install electrical wiring, television antennae, satellite dishes or air conditioning or heating equipment except as authorized, in writing, by the Board.

6.3.3 All radio, television, and other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all Rules, regulations, requirements, and recommendations of the local fire authorities and the insurance underwriters of the Brentwood Condominiums. Each Owner shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in the Owner's Unit.

6.3.4 Stealing electricity from the Association is dangerous and illegal. Any Owner or tenant caught stealing electricity will be fined \$20.00 per day plus any damages caused by or as a result of tapping into the electrical system. Stealing electricity is also grounds for the Association to call for immediate eviction. No prior warning is needed.

6.4 Dryer and Dryer Duct Cleaning:

Each Owner is required to (i) inspect and clean the dryer and dryer duct, verify that the dryer duct system is properly functioning, and (ii) meet any other requirements of any Association insurance carrier and any governmental authority.

6.5 Plumbing Inspections and Repairs:

6.5.1 Owners and their tenants are required to keep all plumbing fixtures in working condition. Owners and their tenants are responsible for all damages to their Unit, to any other Unit, and to any general or Limited Common Elements caused by any water leak emanating from the Owner's Unit, regardless of negligence of the Owner or their tenant. Owners and tenants must conduct regular inspections to insure that all plumbing fixtures are functioning properly, and must promptly perform all necessary maintenance.

6.5.2 The Board may conduct inspections of any Unit as it deems necessary to confirm compliance with this **Rule 6.5**. The Board may require an Owner or tenant to perform any maintenance, repair or replacement which it deems necessary to obtain compliance with this **Rule 6.5**, and/or provide the needed work, in whole or in part. The cost of any inspection, labor and plumbing parts and any other work performed by the Association, may be charged back to the Owner and their tenant. If the Board opts not to make the repair, a fine of \$5.00 per day (or as otherwise set by the Board) may be assessed until the repair is completed and the damaged areas repaired. In the case of an emergency, the Board or management and their agents or employees may enter any Unit or Limited Common Element and perform all work deemed necessary to stop a water leak or otherwise mitigate water damage without liability for trespass or otherwise, and all costs thereon shall be charged to the applicable Unit Owner and their tenant.

6.5.3. Owners and their tenants must immediately report to the Association or management, in writing, any and all water leaks and any other condition which might

reasonably be expected to cause any water leak or damage. Owners and tenants who fail to report as aforesaid shall be liable for all costs of maintenance, repair or replacement that result from such failure to report.

6.6 Patio and Balcony Areas:

Patio and balcony areas must be maintained at all times. Light fixtures must be well maintained. These areas may not be used for storage. No boxes, trash, indoor furniture, appliances or unsightly materials shall be kept on patios or balconies.

6.7 Permitted Hours for Construction Activity:

Except in the case of an emergency or as otherwise authorized by the Board, outside construction, maintenance or repair work or noisy interior construction, maintenance or repair work (other than of a minor nature) is not permitted on legal holidays or Sunday, and otherwise is permitted only between the hours of 9:00 a.m. to 5:00 p.m.

6.8 Interruption of Water Service to Make Repair:

Owners are responsible for immediately repairing any item that is damaged while making a repair. The management company must be notified of any interruption in water service. Non-emergency repairs must be scheduled Monday - Friday from 10:00 a.m. - 2:00 p.m. and approved by the management company. A licensed plumber must be used to interrupt service to the hot water lines. Failure to notify the management company prior to interrupting the service will result in a fine of \$500.00. Damage caused to boilers, pipes or otherwise due to an Owner's interruption of service will result in a fine of \$500.00 plus the cost of repairing the damaged item.

6.9 Disturbance of Common Elements:

In the event the performance of any Owner's maintenance responsibilities requires that any portion of the Common Elements be modified, removed or disturbed, then such Owner must first obtain the written consent of the Board for same. All such work must be performed, at the option of the Board, either under the supervision of the Association in accordance with the plans and specifications approved by the Board, or by the Association at the reasonable expense of the Owner. If the Association performs the work at the expense of the Owner, the Board may require a security deposit or advance payment of all of the estimated expenses which the Owner must pay upon demand. Such indebtedness will be added to and become a part of the assessment to which such Owner and the Owner's Unit are subject, and is secured by the continuing lien established by the Declaration against such Owner's Unit.

6.10 Remedies for Failure to Maintain Unit:

At the Board's discretion and without prior written notice, Owners that fail to maintain their Units are subject to having the Association repair the item and the areas damaged by the malfunctioning part, fixture, or appliance. The cost of the repair and a fine will be assessed to the Owner. If the Board opts not to make the repair, a fine not to exceed \$10.00 per day may be assessed until the

repair is completed and the damaged areas repaired. In addition, the Board may pursue any other remedy authorized by law.

RULE 7: UNIT ALTERATION AND APPEARANCE

7.1 Board Approval Required for All Changes:

7.1.1 Unless otherwise provided, no Owner/tenant or any other occupant of any Unit, or any other person, shall make alterations, modifications, or improvements ("Modification") to, nor add awnings, patio covers or other devices to, a Unit, patio, balcony, solarium, or any Common Elements, or to any Limited Common Element, general Common Element, or any structural element within a Unit, or remove or add to any planting, structure, fences, furnishings or other equipment, nor undertake any other changes to the Property except with the prior written consent from the Board. The installation of private security systems is considered a Modification requiring Board approval. No approval shall be granted without the submission of accurate plans and specifications showing the nature, kind, shape, size, materials, color and location of the same.

7.1.2 Except as provided in **Guideline 1.6** regarding conditional approvals, no approval by the Board (conditional or otherwise) shall alter the maintenance obligations of any Owner or tenant under any Governing documents. No approval (conditional or otherwise) or publication of architectural guidelines may be construed as representing that the modification will comply with applicable legal requirements or warranties, either express or implied.

7.2 Unauthorized Modifications:

If a Modification is commenced or completed without Board approval, the Board may require removal or alteration of the Modification and/or restoration of affected property. The applicable Owner and/or Owner's tenant shall be responsible for all maintenance, repair and replacement obligations concerning the Modification and any properties affected thereby, as determined by the Board. The foregoing is in addition to any other rights or remedies of the Association regarding the unauthorized modification.

7.3 Windows:

All window coverings must comply with applicable guidelines, including **Guideline 2.1** hereof.

7.4 Signage Prohibited:

Unless otherwise provided by law, the display for public view of any advertisements, posters, or signs of any kind by a Resident on the Common Element, Limited Common Element, or from a window is prohibited.

7.5 Outdoor Clothes Lines/Drying Prohibited:

Outdoor clotheslines and outdoor drying of clothing are prohibited on the Property.

7.6 Certain Screening Prohibited:

The exterior portion of a balcony, patio, or solarium visible to the public shall not be altered or screened.

7.7 Bird Feeders Prohibited:

No bird feeders of any kind are permitted on the Property.

7.8 Wind Chimes Prohibited:

No wind chimes, bells, wind socks, Chinese kites or similar apparatus are permitted on the Property.

RULE 8: USAGE OF EXTERIOR COMMON AND LIMITED COMMON ELEMENTS

8.1 Pool Rules:

Rules for the swimming pools are posted at those facilities. All Residents using these facilities must follow the posted Rules. Pets are not allowed in the pool areas at any time. All Residents and guests using these facilities must wear bathing suits. Residents must be fully clothed (or robed), including footwear, when proceeding through the interior Common Elements to the swimming pools. Babies and toddlers must be dressed in appropriate swim wear (not nude and no regular diapers); swim pants are required.

8.2 Grills:

Grills are available in certain courtyards. All Residents using the grills must clean them after use. The grill must be turned off when cooking is complete. Use of hibachis or other barbecue equipment on patios, balconies, or solariums is strictly prohibited by municipal fire ordinances.

8.2.1 Small electrical grills are permissible for personal use on porches or balconies (not solariums). Electrical grills must be identified and marked by management.

8.3 Storage:

8.3.1 Each Unit has an assigned storage locker in the interior parking area. Nothing shall be stored in the Common Elements, other than in assigned storage lockers. A Resident should use only the locker assigned to his or her Unit. Motorcycles, bicycles, and other obstacles should be placed so for avoid blocking access to another Resident's storage locker. The Council is not responsible for the loss of property from storage lockers.

Garden hoses and other personal possessions may not be left on the general Common Elements.

8.3.2 Balconies, patios and solariums are limited common areas. No storage of any item not used where it is stored shall be permitted on any balcony, patio, or solarium.

8.4 Common Element Furniture:

Pool and other outdoor furniture may not be removed from its designated location.

8.5 Vacant Units:

No one who is not the Owner of the Unit may enter a vacant Unit.

8.6 General Use:

No one shall loiter or play in or on the halls, vestibules, stairways, sidewalks, parking areas or any of the exterior landscaped areas. Nor shall anyone be permitted to ride or operate bicycles, tricycles, scooters, roller skates, skateboard, wagons or any other similar vehicles or devices in or on any of the halls, stairways, vestibules, sidewalks, parking areas, pool area, or any of the exterior landscaped areas. The Board of Administrators may designate specific areas in which such vehicles or devices may be ridden or operated.

RULE 9: USAGE OF INTERIOR COMMON AND LIMITED COMMON ELEMENTS

9.1 Interior Common Elements:

The public halls, walkways, stairways, and elevators are for transit purposes only. Owners, Residents and occupants may not place or store any items on the Common Elements.

9.2 Trash:

Residents may not place waste material in hallways or other Common Elements. Each Resident must place their waste material in sturdy bags and transport it to the common garbage rooms in the interior parking areas.

9.3 Moving:

Moving in or out must be accomplished without using the elevators or carrying possessions through the lobbies. A sign showing the Unit number of the Resident moving in or out must be posted on the van or other vehicle so that those whose parking spaces are blocked can locate the Resident if necessary. Discarded furniture may not be placed in the common hallways or garbage rooms. Owners violating this policy will be fined as per the nuisance policy, *supra*.

9.4 Storage:

Bicycles and other personal property may not be stored or placed in the hallways, stairways, or other Common Elements.

9.5 Smoking Prohibited:

Smoking in the hallways and elevators is a fire hazard and is strictly prohibited. Disposal of cigarette in any Common Area is prohibited.

9.6 Recreational Activities:

The recreation room over the lobby at 2425 Underwood is available for use by Residents under Rules promulgated by the Board of Administrators. Jogging, running, and other forms of exercise are prohibited in Common Elements within the buildings.

9.7 Roof Access Prohibited:

Roof access by Residents is prohibited.

9.8 Alterations of Exterior Doors Prohibited:

The exterior surface of Unit doors is a Limited Common Element. No alteration may be made to this surface without the prior written approval of the Board of Administrators.

9.9 Fire Doors; Common Doors and Windows:

Unit doors and fire doors in common halls and staircases and other Common Elements must be kept closed at all times except when used for their intended purpose. Common doors and common windows in hallways and other Common Elements must be kept closed at all times.

RULE 10: LIMITED ACCESS SYSTEM

10.1 Card Keys; Radio Transmitters:

Card-keys and radio transmitters are purchased and become the Property of the Resident. Lost card-keys and transmitters must be reported to the manager's office as soon as possible. Lost card-keys will be programmed out of the system; replacement cards may be purchased through the manager's office. Residents should not give card-keys to any person who is not also being trusted with a key to the individual Unit.

10.2 Use Caution When Entering The Property:

Care should be exercised by each Resident when entering the Property through either the parking gates or the lobby doors so for not to permit others into the project. This is the only way to maximize the effectiveness of the limited access system. When approaching the parking lot gates, do not use the radio transmitter until you reach the gate and can see that no other vehicle is in front of you. Using the transmitter to admit other vehicles which have arrived at the gate before you defeats the limited access system.

10.3 Parking Lot Gates:

When approaching one of the parking lot gates behind another vehicle, do not follow the other driver through the gate. Waiting until the gate has closed completely serves two important functions: (i) it prevents possible damage to your car should the gate begin to close as you try to "tailgate" through it; and (ii) it permits the gate to complete its cycle, thereby preventing jamming of the mechanism.

10.4 Limitation of Liability:

NOTICE: The maintenance of the limited access system, the providing of any patrol, surveillance or other service or device may never be construed as an undertaking by the Council of Co-Owners to provide security to any Owner or tenant, or as a representation, guarantee or warranty for the safety or security of any person, Resident, owner, guests, invitee or licensee. SECURITY IS THE SOLE RESPONSIBILITY OF LOCAL LAW ENFORCEMENT AGENCIES AND INDIVIDUAL OWNERS AND THEIR TENANTS, AND THEIR RESPECTIVE FAMILY MEMBERS, GUESTS AND INVITEES.

RULE 11: PARKING; PARKING AREAS AND DRIVEWAYS

11.1 Permitted Parking; Reporting Violations:

Parking for Brentwood Condominiums is allowed in the following three (3) locations:

11.1.1 Public parking where allowed by law is permitted along the curbs of Underwood Drive and Kelving Drive. Anyone can park in these areas (unless restricted by posting) since they are located in public streets and not on Brentwood property.

11.1.2 Private, unassigned parking spaces for Brentwood Residents and guests only are located around the perimeter of the Property with access off Underwood Drive, Kelving Drive, and N. Braeswood Blvd.

11.1.3 Private, assigned parking spaces for Brentwood Residents only are located inside the Property with access off Kelving Drive. Brentwood parking stickers are required for all vehicles which are either owned or customarily used by Brentwood Residents.

11.1.4 Residents are encouraged to report any parking problems and/or violations to the manager's office for immediate attention. Residents are encouraged to call the posted towing service for continued parking violations to homeowner's parking spot.

11.2 Assigned Parking:

11.2.1 Each Unit has one or two assigned numbered parking spaces within the enclosed parking area. Each Resident should contact the manager's office to obtain a parking sticker for any vehicle to be parked within the enclosed parking area; the number on the sticker will correspond to the parking space number. Towing fees and storage fees will be the responsibility of the vehicle Owner.

11.2.2 Residents shall not use perimeter parking areas instead of their assigned parking spaces unless the number of their vehicles exceeds the number of their assigned parking spaces. Because of the limited guest parking space available, Residents should refrain from parking in spaces designated for guest parking.

11.2.3 Parking within the enclosed parking area is permitted only in assigned spaces. The parking spaces adjacent to the manager's office and the exit are reserved for management and maintenance personnel at all times. Vehicles parked in these spaces are subject to towing without notice at the Owner's expense.

11.3 Prohibited Parking:

11.3.1 No vehicle of any kind may be parked, stored or otherwise permitted to remain at any time (i) on grass or any other similar portion or part of Brentwood Condominiums not intended customarily for use for parking of vehicles, or (ii) in such manner for obstruct or impede sidewalk, driveway or street access or usage, or any other parking space, or in such manner that any part of the vehicle extends in to any part of any street, driveway or other parking space.

11.3.2 Vehicles shall not be parked in any driveway at any time. Under no circumstances shall any vehicle block any driveway. The parking of vehicles in violation of this Rule 11 may result in towing without notice at the Owner's expense.

11.4 Restricted Vehicles:

11.4.1 No commercial vehicle, boat, mobile home, trailer, boat rigging, truck larger than a three-quarter ton pick-up, recreational vehicle, bus, or unsightly vehicle as determined in the sole opinion of the Board, may be parked, stored or kept at anytime within Brentwood Condominiums without prior written approval of the Board.

11.4.2 No inoperative or unlicensed vehicles shall be parked, stored, or kept in any parking space or at any other location within Brentwood Condominiums. Inoperative or unlicensed vehicles include but are not limited to the following:

- (A) vehicles with flats;
- (B) vehicles without engines or transmissions;
- (C) vehicles sufficiently wrecked for appear inoperative;
- (D) vehicles not driven regularly deemed to be in storage;
- (E) vehicles without license plates and/or registration sticker;
- (F) vehicles with expired license plates and/or registration sticker; or
- (G) vehicles without a Brentwood Condominium parking sticker.

Vehicles in violation of the above shall be noted by regular inspection and are subject to being towed at the Owner's expense.

11.4.3 Motorcycles, motor scooters, bicycles, and other similar vehicles shall not be operated within the Property except for ingress and egress only. Motorcycles, motor scooters and similar vehicles may only be parked within a Resident's assigned parking space or outside the enclosed parking area. Bicycles may be stored in Board approved bicycle racks or within the Resident's Unit. The Association accepts no responsibility for bicycles stored in bicycle racks. Motorcycles, motor scooters, bicycles and similar vehicles may not be parked or stored in the walkways to buildings, in front of parking space, on or within any patio, balcony or solarium, or at any other location within the Property except as expressly permitted by this Rule or, in writing, by the Board.

11.5 Traffic Regulation; Gates:

Traffic flow within the parking area is one-way as marked. The speed limit within the parking area is 10 miles per hour. Entering through the exit gate or leaving through the entrance gate is hazardous and prohibited. Any damage to the gates caused by misuse will be the financial responsibility of the Owner causing the damage. Gate malfunctions may be reported 24 hours a day by calling the on-site manager's office.

11.6 Repair of Vehicles:

No work on any vehicle within Brentwood Condominiums, including on any driveway or in any parking space, may be performed at any time other than temporary emergency repairs or other work required in order to promptly remove an inoperative or disabled vehicle from the Property.

11.7 Vehicle Defined:

As used in this **Rule 11**, "**Vehicle**" has its ordinary and customary meaning.

11.8 Presumptive Violations:

Repairs or other work extended over a period exceeding eight hours is not "temporary". Any vehicle is "unused" or "inoperative" if the vehicle has not been operated outside the Property for ten (10) or more consecutive days or the vehicle has not been operated outside the Property more than twice in any thirty (30) day period. These provisions are not exclusive. The Board may grant reasonable exceptions to the foregoing upon receipt of written request from an Owner or their tenant.

11.9 Towing:

11.9.1 Except as provided herein, vehicles in violation of this **Rule 11** may be towed on the authority of the Board of Administrators, in accordance with any applicable statute or ordinance, including Chapter 2308 of the Texas Occupations Code, as amended.

11.9.2 Vehicles in violation of the assigned parking provisions of **Rule 11** may be towed on the authority of the affected Owner only, in accordance with any applicable statute or ordinance, including Chapter 2308 of the Texas Occupations Code, as amended.

11.10 Limitation of Liability:

THE ASSOCIATION, THE BOARD, THEIR RELATED PARTIES, AND ANY PERSON REMOVING ANY VEHICLE AS HEREIN PROVIDED (THE "INDEMNITEES") HAVE NO LIABILITY WHATSOEVER IN CONSEQUENCE OF REMOVAL OF ANY VEHICLE AS HEREIN PROVIDED. THE PERSON OWNING EACH TOWED VEHICLE (WHETHER OR NOT SUCH PERSON IS AN OWNER) AND THE OWNER AND OWNER'S TENANT FOR WHOM SUCH PERSON IS A VISITOR, GUEST, INVITEE, OR OTHER RELATED PARTY, SHALL HOLD ALL SUCH INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, LIABILITIES OR DAMAGES ARISING, DIRECTLY OR INDIRECTLY, AS RESULT OF SUCH REMOVAL.

RULE 12: ANTENNAS AND SATELLITE DISH SYSTEMS

12.1 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 Lot 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 amended from time to time.

12.1.1 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.

12.1.2 Size Restrictions: No satellite antennae or dish with a diameter greater than one meter (39") may be installed.

12.1.3 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, 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 state and local laws and regulations.

RULE 13: OBSTRUCTIONS; NUISANCE OR ANNOYANCE

13.1 Obstructions:

The sidewalks, entrances, passages, courts, public halls, elevators, vestibules, corridors, and stairways of Brentwood Condominium shall not be obstructed or used for any other purpose than ingress to and egress from the Units in Brentwood Condominiums. Fire exits shall not be obstructed in any manner.

13.2 Unsightly or Unkept Conditions:

13.2.1 It is the continuing responsibility of each Owner and Resident to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition within their Unit, balcony, patio or solarium, or elsewhere within Brentwood Condominiums.

13.2.2 No hobbies or activities which will cause disorderly, unsightly, or unkempt conditions may be performed within any Unit, balcony, patio or solarium, or elsewhere within Brentwood Condominiums.

13.2.4 No noxious, dangerous, unsightly, unpleasant item activity shall be maintained or kept within the Property.

13.3 Nuisance or Annoyance:

13.3.1 Nothing may be kept within Brentwood Condominiums that emits foul or obnoxious odors, noise or other condition which disturbs the peace, quiet, safety, comfort, or serenity of Owners, Residents or occupants.

13.3.2 No noxious or offensive trade or activity may be carried on within Brentwood Condominiums, nor may anything be done thereon tending to cause embarrassment, discomfort, annoyance, or a nuisance to any Residents.

13.3.3 No spirituous, vinous, malt, medicated bitters, alcohol, drugs or other intoxicants may be sold or offered for sale within Brentwood Condominiums.

13.3.4 No nuisance, immoral or illegal activity shall be committed or permitted to occur at any time in or on any Unit or upon any part of Brentwood Condominiums.

13.4 Pollutants; Hazardous Materials:

13.4.1 No Owner or tenant shall dump debris, detergents, petroleum products, fertilizers, or other pollutants or potentially hazardous or toxic substances in any sewer system or water system within Brentwood Condominiums, or maintain or permit any condition in violation of applicable environmental, toxic or hazardous waste or similar laws, rules or regulations to exist.

13.4.2 Storage of gasoline, heating or other fuels, or of any hazardous or toxic materials within Brentwood Condominiums is strictly prohibited.

13.4.3 THIS RULE DOES NOT PLACE UPON THE ASSOCIATION, THE BOARD, THE MANAGEMENT COMPANY, OR ANY OF THEIR OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES, ANY OBLIGATION FOR ENFORCEMENT OF ANY APPLICABLE ENVIRONMENTAL, TOXIC OR HAZARDOUS WASTE OR SIMILAR LAWS, RULES OR REGULATIONS.

13.5 Sound Devices; Excessive Noise:

13.5.1 No exterior speaker, horn, whistle, bell or other sound device shall be located, placed or used outside a Unit. The foregoing shall not apply to (i) fire or security devices used exclusively for such purpose.

13.5.2 No speaker or sound devices, including as listed in Section 13.5.4, no television, and no other sound emitting device shall be operated within a Unit at a high volume or in any other manner that causes unreasonable disturbances to other Owners or Residents.

13.5.3 Television, radio, and stereo equipment shall not be used from a Unit for entertainment in the courtyards or pools. Radios or other entertainment devices used in such areas shall be played at a low volume so as not to disturb others.

13.5.4 Loud speaking in halls, courtyards, and parking areas shall be kept to a minimum at all times, especially between the hours of 10:00 p.m. and 8:00 a.m.

200707-0107-11

13.5.6 No vocal or instrumental music shall be practiced or played more than two hours in any day, Monday through Saturday, or at any time on Sunday or between the hours of 8:00 p.m. to 9:00 a.m. Any such practice or playing shall be in such manner for minimize disturbance of Residents in other Units.

13.5.7 Excessively noisy behavior is not permitted anywhere within Brentwood Condominiums. Particular caution must be exercised to avoid noise from any source between the hours of 10:00 p.m. and 9:00 a.m.

13.5.8 No Unit shall be used or occupied in such a manner for obstruct or interfere with the enjoyment or safety of occupants of any adjoining or other Unit.

**RULE 14: PROCEDURE FOR RESERVATION OF THE
SOCIAL EVENTS ROOM FOR A PRIVATE FUNCTION**

14.1 The social events room and its facilities may be reserved by a Resident for a private function.

14.2 A Resident who wishes to reserve the social events room and its facilities for a private function must file an application for reservation of the room (**Appendix - Form 6**) with the on-site manager, **along with a deposit of \$200.00.**

14.3 Reservations will be made on a "first-come, first-serve" basis.

14.4 The Resident who reserves the social events room must be in attendance at all times during the function.

14.5 The social events room may only be used for such lawful purposes and in such manner as is permitted in the Association's Governing Documents.

14.6 Immediately after the function, the Resident must have the social events room and its facilities cleaned and must leave same in a clean, tidy and neat condition for the use and enjoyment of other Residents.

14.7 A representative of the Association will accompany the Resident on an inspection of the social events room prior to the function to note any defects and will hand the Resident the key. The social events room will again be inspected after the function and if found in a clean, tidy and neat condition with no damage having been caused, the deposit will be returned; otherwise, it will be used towards defraying the cost of cleaning or repairing the damage.

14.8 The Resident who reserved the social events room and the Owner of the Resident's Unit, if applicable, are jointly and severally liable for payment of all costs and expenses incurred by the Association to properly clean the room, and for repair or replacement of the room and any other Common Elements damaged by the Resident or the Resident's guests or invitees. All such costs and expenses not covered by Resident's deposit shall be paid within ten days after the date of a

statement sent to Resident (and the Unit Owner as applicable) setting forth a reasonable itemization of the sums due.

RULE 15: PETS

15.1 If kept in a manner consistent with its use as a Residential condominium project, dogs, cats, fish and small birds ("Permitted Pets") are permitted within Brentwood Condominiums as provided in this Rule. Notwithstanding the foregoing, Permitted Pets shall not include any dog whose breed is known for its viciousness or ill temper, in particular, the American Staffordshire Terrier, known as a "Pit Bull Terrier," nor any animal of any kind that is venomous or poisonous or utilizes capture mechanisms, or if let loose would constitute vermin. Except for Permitted Pets, no other animals, including hogs, horses, livestock, reptiles or poultry of any kind, shall be raised, bred, or kept in any Unit or any other place within Brentwood Condominiums. No animals of any kind, including Permitted Pets, shall be kept for commercial purposes or for breeding.

15.2 The Board, upon written request, may in its sole good faith discretion authorize other household pets in addition to Permitted Pets upon such terms and conditions as the Board may determine; provided such authority shall not extend to the pets or animals expressly prohibited by this rule. The Board of Administrators shall allow reasonable variances to this Rule regarding any legitimate service dog, as defined by the ADA.

15.3 No more than one dog or two cats shall be allowed per Unit. This limitation does not apply to other Permitted Pets except as provided in this rule. **The maximum weight allowed for each Permitted Pet at maturity is thirty (30) pounds.**

15.4 All dogs and cats must be registered by their Owner in accordance with the following:

15.4.1 All Owners of dogs and/or cats must register same within ten (10) business days after the pet is acquired. All Permitted Pets required to be registered by this rule shall be registered using the Pet Registration Form and Agreement/Release attached hereto (**Appendix - Form 7**). The pet registration form must be accompanied by (a) a clear photograph of the pet being and (b) a written statement from a licensed veterinarian which verifies breed, exact weight of the pet, and predicted weight at full maturity.

15.4.2 All provisions of this Rule 15 apply to any Permitted Pet which is kept within Brentwood Condominiums even if the pet is owned by a person or persons who do not live on the Property (such as "petsitting"). However, the pet need not be registered unless the pet will be kept within Brentwood Condominiums for more than thirty consecutive days or more than thirty days in any six month period; provided, the Owner or tenant keeping any such pet for the shorter period must nonetheless inform the Association in writing of that fact within one week after the Owner or tenant begins keeping the pet on the Property.

15.4.3 At the time of the first registration: (i) the Owner of the pet must pay a non-refundable registration fee in the amount of \$75.00 for each dog; and \$10.00 for each cat; (ii) a special identification sticker will be issued which must be affixed to the exterior

door or door-frame of the animal's registered Unit; and (iii) the Owner of the dog or cat, and all Owners of the Unit if different than the Owner of the pet, must sign the Pet Registration Form and Agreement/Release (and shall thereby as set forth in the form indicate their consent to the full release and indemnification agreement set forth in the form releasing the Association from any claims, liabilities and damages directly or indirectly relating to the pet and indemnifying the Association for same). The good faith determination by the Board that a pet is not confined exclusively to a Unit shall be final.

15.5 All Owners of a Permitted Pet which has been registered as provided in **Rule 15.4** shall pay an annual non-refundable registration fee, which shall be due and payable on January 1 of each year, in the amount of \$75.00 for each dog; and \$10.00 for each cat. A late charge shall be assessed for each annual registration fee which is not paid by January 15 of each year, and in such event the Owner(s) of the Unit if different from the Owner(s) of the dog or cat shall also be liable for payment of applicable annual registration fee and late charges if same is not paid by January 15 of each year.

15.6 Owners of Permitted Pets other than dogs or cats shall not be required to register such Permitted Pets or to pay a registration fee or the annual registration renewal fee except as provided in **Rule 15.11**.

15.7 No Permitted Pets are allowed at any time in any courtyards or in the swimming pool area. When outside a Unit, all Permitted Pets must at all times be kept on a leash no longer than ten feet (10') by a person capable of controlling the Permitted Pet. The leash requirement applies at all times, including when the Permitted Pet is being held. No Permitted Pet shall be left unattended outside a Unit (including on patios or balconies) at any time. No Permitted Pet shall be leashed to any stationary or other object outside a Unit (including on patios or balconies).

15.8 The Owner(s) of each Permitted Pet shall promptly clean up all pet waste which occur any place within Brentwood Condominiums, including within the buildings or on any other grounds, walks or driveways; and shall otherwise take all steps to insure that no Permitted Pet endangers the health or safety, makes objectionable noise, causes objectionable odor, or constitutes a nuisance, annoyance or inconvenience to the Owners or occupants of any Unit, or the Owner of any property located adjacent to or in the vicinity of Brentwood Condominiums.

15.9 Pet houses, pet toys, pet food or similar matter must remain exclusively inside a Unit. No such matter shall be placed or kept on a patio or balcony.

15.10 Each Owner of Permitted Pets and the Owner(s) of the Unit if different from the Owner of the Permitted Pets shall be jointly and severally liable for any violations of this rule and for any claims, liabilities and/or damages directly or indirectly relating to their Permitted Pet.

15.11 In the event a Permitted Pet is found unattended or is permitted to roam free, or, as determined in the sole discretion of the Board, endangers the health or safety, makes objectionable noise, causes objectionable odor, or constitutes a nuisance, annoyance or

inconvenience to the Owners or occupants of any other Unit, or the Owner of any property located adjacent to or in the vicinity of Brentwood Condominiums, the Board or its agents or employees may:

15.11.1 require the Owner to remove or otherwise cause any such pet to be removed from Brentwood Condominiums, all at the sole expense of the Owner and the Owner(s) of the Unit if different than the Owner of the pet, and without liability of any kind whatsoever to the Association, its officers, directors, agents or employees, including any person which the Board or its agents or employees may direct to remove any such pet; and/or

15.11.2 when the violation(s) involves any unregistered Permitted Pet, require registration of any and all unregistered Permitted Pets and payment of the registration fee and annual registration renewal fee; and/or

15.11.3 place any other terms and conditions upon keeping of one or more Permitted Pets (including limiting the number of same) which the Board determines in its sole good faith opinion is necessary to carry out the purposes and intent of this rule.

15.12 The Board may, upon not less than thirty (30) days written notice and opportunity to be heard, impose fines in accordance with **Rule 2.3** for violations of this Rule 15. The good faith determination by the Board that a violation of this rule has occurred shall be final.

PART III. ARCHITECTURAL GUIDELINES

GUIDELINE 1: PROCEDURAL GUIDELINES

1.1 When Approval Required - General Rule:

Unless otherwise provided, no Owner/tenant or any other occupant of any Unit, or any other person, shall make alterations, modifications, or improvements ("Modification") to, nor add awnings, patio covers or other devices to, a Unit, patio, balcony, solarium, or any Common Elements, or to any Limited Common Element, general Common Element, or any structural element within a Unit, or remove or add to any planting, structure, fences, furnishings or other equipment, nor undertake any other changes to the Property except with the prior written consent from the Board. The installation of private security systems is considered a Modification requiring Board approval. No approval shall be granted without the submission of accurate plans and specifications showing the nature, kind, shape, size, materials, color and location of the same. **Rule 7.2 applies to all unauthorized modifications as therein stated.**

1.1.2 Except as provided in **Guideline 1.6** regarding conditional approvals, no approval by the Board (conditional or otherwise) shall alter the maintenance obligations of any Owner or tenant under any Governing documents. No approval (conditional or otherwise)

or publication of architectural guidelines may be construed as representing that the modification will comply with applicable legal requirements or warranties, either express or implied.

1.2 Conditional Exception to Approval Requirement:

Guideline 2 sets forth a list of architectural modifications for which prior approval is not required. This exclusion is conditioned upon strict compliance with the standards set forth for each item covered by **Guideline 2**. Approval is required in the event of any deviation.

1.3 Scope; Minimum Standards:

These guidelines set forth minimum standards for the subject matter thereof. Compliance with these minimum standards does not automatically guarantee Board approval of an application for architectural approval as such compliance is only one aspect of the review criteria. Any application for architectural approval which does not comply with applicable guidelines is deemed a request for a variance under **Rule 2.7**.

1.4 Review Criteria:

The Board shall evaluate each request for architectural approval on its individual merits for compatibility with prevailing standards of aesthetics, environment, appearance, architectural design and style, maintenance, conduct and usage generally prevailing within Brentwood Condominiums at the time of submission of the application, and for compliance with the Governing Documents, and applicable laws, ordinances and regulations.

1.5 Application for Architectural Approval:

All requests for architectural approval must be made in writing using the application attached hereto (**Appendix - Form 8**) and submitted to the on-site manager or the management company (with receipt acknowledged in writing) once completed, signed, dated and accompanied by complete plans and specifications sufficient for full evaluation and review of the proposal.

1.6 Conditional Approvals:

The Board may condition approval of any modification approval request upon compliance with stated conditions. These conditions may include, without limitation, assumption by the Unit Owner of any or all maintenance, repair and/or replacement obligations concerning the proposed modification, regardless of whether or not the Association would otherwise be responsible for the assumed obligations. A conditional approval is effective only upon full compliance with the stated condition(s).

GUIDELINE 2: NON-APPROVAL ITEMS (SEE GUIDELINE 1)

2.1 Window Coverings (Windows/Sliding Glass Doors/Solaria):

2.1.1 Drapes (Exterior View):

Color:	White, off-white, beige; solid colors only.
State of Repair:	Clean; good condition.
Installation:	Securely fastened, in accordance with acceptable Residential standards; level and square.

2.1.2 Blinds (Exterior View):

Color:	White, off-white, beige; solid colors only; no reflective or metallic exterior surfaces.
State of Repair:	Clean; good condition.
Installation:	Securely fastened, in accordance with acceptable Residential standards; level and square.

2.1.3 Shutters (Exterior View):

Color:	White, off-white, beige, paint or solid color stain; transparent/semi-transparent stains; natural wood finish.
State of Repair:	Clean; good condition.
Installation:	Securely fastened, in accordance with acceptable Residential standards; level and square.

2.1.4 Shades (Exterior View):

Color:	White, off-white, beige; solid opaque colors only.
State of Repair:	Clean, good condition.
Installation:	Securely fastened, in accordance with acceptable Residential standards; level and square.

2.1.5 Stained Glass:

Color:	Not applicable
State of Repair:	Clean; good condition.

Installation: Stained glass panels used as window coverings must be parallel with the plane of the window (no leaning).

2.2 Balcony/Patio/Solarium Embellishments

2.2.1 Furniture:

Color: White, off-white, beige, brown, black and other neutral colors.

State of Repair: Clean; good condition.

Use: All furniture must be fully deployed at all times. Storage of furniture or other items in the areas is not allowed.

2.2.2 Plants:

Condition: Healthy; well maintained. No dead plants; no climbing plants.

Storage: No storage of empty planters and/or gardening supplies.

2.2.3 Hanging Items (Ceiling Only):

State of Repair: good condition.

Installation: Ceiling hooks: allowed if securely fastened as per acceptable Residential standards; no brackets affixed to walls for shelving or plants; no hammocks.

2.2.4 Wall Attachments:

No items to be attached to wall surfaces.

2.2.5 Flowerbeds:

Color: White, off-white, beige, brown or wood finishes and other neutral colors.

State of Repair: Clean; good condition.

Installation: Free-standing placed on the floor. Placement on railings or brick columns not allowed.

2.2.6 Trellises:

None allowed if attached to any Common Element.

2.3 Floor Coverings (Patio/Balcony/Solarium) if not visible to public:

2.3.1 Carpet (Exterior Grade for Outdoor Use):

Color: Earthtones/neutral colors.

State of Repair: Clean; in good condition.

Installation: Installed in accordance with Residential standards; finished edges.

2.3.2 Tile (Exterior Grade for Outdoor Use):

Color: Earthtones/neutral colors.

State of Repair: Clean, in good condition.

Installation: Grouted in accordance with acceptable Residential standards; edges finished smoothly.

2.3.3 Brick (For Use on First Floor Only):

Color: Earthtones/neutral.

State of Repair: Clean, in good condition.

Installation: Grouted or loose in accordance with acceptable Residential standards.

2.3.4 Paint:

Color: Earthtones/neutral colors

State of Repair: Clean, in good condition

Installation: Cover entire surface uniformly; top surfaces only.

GUIDELINE 3: SUNSCREENS (WINDOWS/SLIDING GLASS DOORS/SOLARIA)

3.1 Sunscreens (Windows/Sliding Glass Doors/Solaria):

Color: Non-reflective surfaces - medium tone neutral colors only. Check with Brentwood office for acceptable products.

State of Repair: Clean; good condition.

Installation: Securely fastened, in accordance with manufactured standards; covers entire window surface.

GUIDELINE 4: BALCONY/PATIO/SOLARIUM EMBELLISHMENTS

4.1 Ceiling Fans:

Color: White, off-white, beige, brown and wood finishes; solid colors only.

State of Repair: Clean, good condition; balanced.

Installation: Securely fastened as per manufacturer's specifications; exterior rated; submission of credentials of installer; ceiling light replaces when fan is removed.

4.2 Screening Devices:

Color: No reflective surfaces; white, off-white, beige; solid colors only.

State of Repair: Clean, good condition.

Installation: Securely fastened in accordance with acceptable Residential standards; level and square.

GUIDELINE 5: FLOOR COVERINGS (PATIO/BALCONY/SOLARIUM) VISIBLE TO THE PUBLIC

5.1 Carpet (Exterior Grade for Outdoor Use):

Color: Earthtones/neutral colors.

State of Repair: Clean; in good condition.

Installation: Installed in accordance with Residential standards; finished edges.

5.2 Tile (Exterior Grade for Outdoor Use):

Color: Earthtones/neutral colors.

State of Repair: Clean, in good condition

Installation: Grouted in accordance with acceptable Residential standards; d smoothly.

5.3 Brick (For Use on First Floor Only):

Color: Earthtones/neutral.

State of Repair: Clean, in good condition.

Installation: Grouted or loose in accordance with acceptable Residential standards.

5.4 Paint:

Color: Earthtones/neutral color.

State of Repair: Clean, in good condition.

Installation: Cover entire surface uniformly; top surfaces only.

GUIDELINE 6: SECURITY DEVICES

6.1 Entry Doors:

6.1.1 Activation panel should be installed unobtrusively in accordance with Residential standards. Panel Size should be as small as possible.

6.1.2 No wiring on exterior surface of door.

6.2 Windows/Sliding Doors:

6.2.1 Security tape/wiring allowed on interior surfaces; should be installed unobtrusively.

6.2.2 Security identification stickers allowed on exterior doors; may not exceed overall dimensions of 3 inches by 3 inches.

GUIDELINE 7: UNIT ENTRY DOORS

7.1 Locks:

Color: Metallic finish, either silver or gold-toned metal.

Quantity: Maximum of two-keyed locking devices, including the original lock.

Size: Should match size or original lock.

Installation: Locks must be located within 6" above and directly in line with the original lock, installed in accordance with Residential standards.

7.2 Peepholes:

Quantity: Maximum of 2 peepholes allowed, including the original peephole.

Installation: Must be installed 12" above or below the original peephole, installed in accordance with Residential standards.

2020-01-07-11

VENDOR AUTHORIZATION

2025-01-27

FORM 3 - Key Authorization

BRENTWOOD COUNCIL OF CO-OWNERS

KEY AUTHORIZATION

I, the undersigned, hereby authorize Brentwood Council of Co-Owners to admit:

NAME: _____

COMPANY REPRESENTED: _____

to enter the premises for the sole purpose of ingress and egress to my residence.

I hereby agree to hold Brentwood Council of Co-Owners and its management harmless from all claims or damage suits in connection with the exercise of this authority.

NAME OF RESIDENT: _____

ADDRESS: _____

Date

Signature

FOR OFFICE USE ONLY

1. Person's Name Entering: _____
2. Company Represented: _____
3. Type of Vehicle: _____
4. Vehicle License No: _____
5. Time of Entry: _____
6. Time of Departure: _____

FORM 4 - Lease Approval Request

BRENTWOOD COUNCIL OF CO-OWNERS

DATE: _____

Application for consent of the association to lease UNIT # _____ BLDG: _____
pursuant to By-Laws Article VI, Section 3.

LESSOR'S NAME: _____

PRESENT ADDRESS: _____

CITY and STATE: _____ ZIP CODE: _____

TELEPHONE: HOME: _____ WORK: _____

LEASE INFORMATION

(Furnish ALL lease information)

LEASE TERMINATION DATE: _____ TX DRIVERS LICENSE # _____

LESSEE'S NAME: _____ S.S. # _____

DATE OF BIRTH: _____ MARRIED _____ SINGLE _____

TELEPHONE: HOME: _____ WORK: _____ EMER. _____

EMPLOYER: _____

ADDRESS: _____ ZIP _____ PHONE: _____

OTHER RESIDENT'S NAMES: _____ AGE (If under 18) _____

VEHICLES: (To be parked in assigned spaces ONLY)

YEAR COLOR MAKE MODEL LICENSE NO.

ANIMALS: (Enter each pet)

<u>KIND</u>	<u>COLOR</u>	<u>WEIGHT</u>	<u>REGISTERED</u>
_____	_____	_____	YES or NO
_____	_____	_____	YES or NO

000707-0107-11

We, the undersigned, have read and agree to abide by the rules and regulations set forth in the Brentwood Council of Co-Owners By-Laws. We also understand that falsification of the above lease information will cause cancellation or denial of leasing approval.

SIGNED: LESSEE _____ LESSOR _____

REQUEST GRANTED _____ DATE _____

REQUEST DENIED _____ DATE _____

INCOMPLETE INFORMATION _____ DATE _____

BOARD MEMBER APPROVAL

ADDENDUM TO BRENTWOOD LEASE**FOR UNIT # BLDG:****Lease Start Date:** **Termination Date:****BETWEEN: LESSOR (S)** **AND****LESSEE (S):**

Pursuant to the authority of the Board of Administrators (hereinafter the "Board") of Brentwood, granted in Article XIV, Paragraph E of Condominiums Declaration of Brentwood recorded under Film Code No. 002-95-1624 of the Real Property Records of Harris County, Texas, which gives the Board, as agent of owners of condominium units in Brentwood, certain authority to regulate the leasing of condominium units of Brentwood, the Board hereby includes the following provisions in the above-captioned Lease to which the Lessor and Lessee hereby covenant and agree to comply:

The Leased Unit shall be occupied only by Lessee and Lessee's immediate family.

The Term of the above-captioned Lease shall be for a period of not less than nine (9) month.

Lessee shall comply with all provisions of the Condominium Declarations for Brentwood, its By-Laws and Rules and Regulations of the Brentwood Council of Co-Owners pertaining to the use and occupancy of the Lease Unit, common elements, and limited common elements. It shall be the responsibility of the Condominium Unit Owner (hereafter "Lessor") to furnish Lessee a copy of the Declarations, By-Laws and Rules and Regulations.

Nothing herein shall be construed to give Lessee any voting rights associated with ownership of the Leased Unit.

Lessor shall, upon execution of this Lease pay a \$500.00 Moving Fee to the Board. The Moving Fee is to be applied by the Board toward additional expenses incurred by the Board as a result of Lessee's moving in to the Brentwood Condominiums complex, including, but not limited to, additional paperwork, time of Brentwood personnel and possible damage to the Common Elements of the complex. Lessor and Lessee shall be assessed for all such damages not covered by said Moving Fee.

Following termination of this Lease, Lessor shall give the Board written notice that the Lease has terminated and that the Lessee has vacated the Leased Unit at the following address: **Brentwood Council of Co-Owners, Managers Office**
7500 Kelving Drive
Houston, Texas 77030

Pets shall be allowed upon the premises only in accordance with the Rules and Regulations of Brentwood Condominium Complex.

Lessee expressly represents to the Board that Lessee shall remain personally liable for any damages to Common Elements or Limited Common Elements of Brentwood Condominium Complex.

The Lessor shall notify the Manager of the Condominium Project of Lessee's intended move-in-date and move-out-date. It shall be Lessor's responsibility to instruct Lessee to contact the Manager prior to moving into or out of the Leased Unit to arrange a date and time for the Lessee's gaining access to the common area for moving into or out of the Leased Unit. Any damage to the common or limited common elements as the result of Lessee's moving into or out of the Leased Unit will be presumed to be caused by Lessee unless Manager has been notified as aforesaid.

Lessee agrees to provide, upon execution of this Lease, the license numbers of all automobiles or other motorized vehicles that Lessee, Lessee's family members or guests intend to park on Brentwood Condominium Property.

No waterbeds shall be allowed in the Leased Unit.

Following termination of this Lease, Lessor shall give the Board written notice that the Lease has terminated and that the Lessee has vacated the Leased Unit.

Lessee expressly represents to Brentwood Council of Co-Owners that Lessee shall remain personally liable for any damages to common elements or limited common elements of Brentwood Condominiums.

A default under any of the foregoing provisions of this Addendum shall be considered a default under the term of this Lease and shall entitle the Board (the Board, however, is under no obligation to do so), as agent of the owner of the Leased Unit, to terminate this Lease upon ten (10) days written notice to Lessee of its intent to terminate the Lease. Once this Lease is terminated, then the Board shall have all such legal and equitable remedies available to have Lessee removed from the Leased Unit. Nothing herein, however, shall in any way obligate the Board to incur any legal or other expenses in connection with the removal of the Lessee from the Leased Unit. In the event the Board so elects to incur such expenses, then the Lessee and Lessor shall be liable for any and all necessary actual and legal expenses incurred as a result of such removal.

Nothing herein contained shall release the Lessor from any liability for damage, injury or destruction to third parties or their property or to the Brentwood Property caused either by the Lessee, that Lessee's family members, guests, invitees or other such persons, or by the Lessor, Lessor's family members, guests, invitees or other such persons.

Nothing herein contained shall make or in any way expose the Board of Brentwood Council of Co-Owners to any liability with regard to destruction damages or injury of third parties or their property occasioned by the acts or omissions of the Lessee, the Lessee's family members, guests invitees or other such persons, or the Lessor, the Lessor's family, guests, invitees or other such persons. Lessee and Lessor shall hold the Board and Brentwood Council of Co-Owners harmless for any such acts or omissions by persons described above.

If any one or more provisions of this Lease Addendum shall become unenforceable, in whole or in part, then the remainder of the provision shall remain in full force and effect.

The provision of this Addendum shall be incorporated into the terms of the Lease between the undersigned Lessor and Lessee.

LESSOR (S):

DATE: _____

DATE: _____

LESSEE (S):

DATE: _____

DATE: _____

000707-0107-11

Date: _____

Unit # _____

OFF-SITE INFORMATION SHEET/UPDATE

1) Owner's Name: _____

2) Owner's Name: _____

Mailing Address: _____

1) Owner Contact Information

2) Owner Contact Information

(H) _____

(H) _____

(C) _____

(C) _____

(O) _____

(O) _____

Email: _____

Email: _____

Realtor/Manager Information:

Agent's Name: _____

Company Name: _____ Office: _____

Cell: _____ Fax: _____

Email: _____

Emergency/Alternate Contact Information:

Name/Relationship: (C) _____ (H) _____

Name/Relationship: (C) _____ (H) _____

***Please mail/fax/email this completed form to:**

Brentwood Condominiums

7500 Kelving St

Houston, TX 77030

Office 713.665.7986

Fax 713.665.8085

brentwoodmgt@sbcglobal.net

200707-01 07- IN

FORM 6

SOCIAL EVENTS ROOM RESERVATION FORM

Name: _____
Address: _____
Phone: _____
Cell: _____
Work: _____
Email Address: _____

The room will be available to you at **START TIME** and you must be cleaned up and out by **END TIME. The SER closes at 10:00 PM - no exceptions.**

Date: _____
Start Time: _____
End Time (SER closes at 10:00 PM): _____

Catered event? ☐ YES
☐ NO
Caterer Name: _____
Caterer Phone Number: _____
Rental Purpose: _____

Make all checks payable to Brentwood Condominiums. Cash and third party checks not accepted. Payment must be received within 5 days from submission of request or the reservation will automatically be cancelled. The deposit amount is \$200.00.

Check Amount: _____
Check #: _____ (for office use)

200707-01 07 - 11

Acknowledgement that you have read and accept the policies listed below for use of the room:

☐ YES

Social Events Room Policies

1. The room may not be used without a completed reservation, including acknowledgement of the policies, and approval by the Association.
2. Alcohol is not permitted inside the SER.
3. Doors to the facility may not be propped open. Applicant must assign someone to monitor access.
4. Applicant may not arrive early or overstay their reserved time.
5. The SER closes at 10:00 pm and everyone must leave the facilities by that time.
6. Applicant must be present at the event 100% of the time and cannot reserve the room for a non-Brentwood resident.
7. Applicant must clean the room after their event, including but not limited to, vacuuming (vacuum not provided); returning tables/chairs to the designated areas; trash removal to dumpster, etc.
8. Cash and credit cards are not accepted. Check payment must be from the residents account or a cashier check. No third party checks accepted. Payment must be received within 5 days of a reservation form or the reservation will automatically be cancelled. Receipt of check payment is acknowledgement and acceptance of the policies.
9. Recurring events in the SER may only be booked for a 6 month period and are limited to 12 separate dates. Recurring events may NOT reserve the SER: Fri 5:00 pm to Sun 10:00 pm.
10. Maximum occupancy of the room is posted. There must be one adult chaperone in the room for every 10 guests under 18 years of age.
11. Reservations can only be made by the hour (no half hour reservations allowed).
12. Caterers must retrieve all supplies, materials and unused food/drink by the end of the event.
13. Brentwood events and meetings take precedence over private events and as a result there is a minimal risk your reservation may be cancelled.
14. See the fine schedule below for additional charges that may be incurred:

FINE SCHEDULE

Doors propped open during event	\$25
Balloons left in the ceiling	\$25
Setting up early and/or staying after reservation time	\$25 / 15 min.
Failure to clean properly after the event (trash removal, leftover items, tables/chairs not stacked, vacuuming, etc.)	Starts at \$25
Lingering odors after the event	\$100
Floor stained after the event	Starts at \$250
Other items	Charge TBD

Private facilities for the exclusive use of Brentwood residents and their guests. Guests must be in the presence of the resident when using the facility. Gate codes may not be distributed to non-Brentwood residents. Failure to comply with all HOA policies may result in fines/charges and/or suspension of privileges. Residents are financially responsible for any fines, charges, or damages resulting from their or their guests use of the facility. The HOA is not responsible for lost, stolen, damaged, or unsecured items.

BRENTWOOD COUNCIL OF CO-OWNERS**PET REGISTRATION FORM AND AGREEMENT/RELEASE**

INSTRUCTIONS: PLEASE READ ENTIRE FORM IN ITS ENTIRETY BEFORE COMPLETING AND SIGNING. All forms must be fully completed and accompanied by the initial registration fee before the Form will be accepted. The Unit Owner (if different than the Pet Owner) must sign this Form before it will be accepted (the Unit Owner and Pet Owner are sometimes referred to as the "Pet Obligors"). **Deliver completed Form and initial registration fee to the Brentwood on-site office.**

I. PET OWNER(S) IDENTIFICATION:

Name(s): _____
 Unit No.: _____ Telephone - Home: _____ Work: _____

II. PET IDENTIFICATION:

Name: _____ Breed: _____
 Age: _____ Color: _____ Weight: _____
 Other Description: _____
 Brentwood Identification Tag No.: _____ Date Issued: _____

III. UNIT OWNER(S) IDENTIFICATION (If different than Pet Owner):

Name(s): _____
 Address: _____
 Telephone Nos. - Home: _____ Work: _____

IV. CERTIFICATION - THIS IS TO CERTIFY that: (i) all information contained herein is complete, true and correct; and (ii) Pet Obligors have read, understand and agree to all terms and conditions of this Form (including Section VIII, "Conditions for Acceptance of Registration", as set forth on Page 2 hereof):

 Signature of Pet Owner

 Signature of Pet Co-Owner

 Print Name and Date Signed

 Print Name and Date Signed

 Signature of Unit Owner

 Signature of Unit Co-Owner

 Print Name and Date Signed

 Print Name and Date Signed

SECTIONS V, VI & VII ARE FOR ASSOCIATION USE ONLY

V. INITIAL REGISTRATION FEE - Amount: \$ _____ Date Paid: _____

VI. ANNUAL REGISTRATION RENEWAL FEES:

<u>Amount</u>	<u>Date Paid</u>	<u>Amount</u>	<u>Date Paid</u>
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____

VII. ACCEPTED BY ASSOCIATION - SUBJECT TO SECTION VIII ("Conditions for Acceptance of Registration"):

_____/_____
Brentwood Council of Co-Owners / Date

VIII. CONDITIONS FOR ACCEPTANCE OF REGISTRATION:

A. Compliance with Pet Rules: Pet Obligors hereby agree to strictly comply with all terms, conditions and requirements of Rule VIII of the Brentwood Condominium Rules and Regulations regarding Pets (as same may from time to time be amended), and to be bound by same (including all administrative, regulatory and fining authority of the Association as set forth in Rule VIII).

B. Exclusive Liability of Pet Obligors: Pet Obligors agree to and assume full and exclusive responsibility for the pet and full liability for any and all claims and damages to persons and property attributable to the pet. Pet Obligors agree to release/indemnify the Association and its directors, officers, agents and employees from any claims and damages attributable to their pet.

**BRENTWOOD COUNCIL OF CO-OWNERS
MODIFICATION APPROVAL REQUEST**

TO: BRENTWOOD COUNCIL OF CO-OWNERS
 Manager's Office
 2400 North Braeswood
 Houston, Texas 77030
 Telephone: (713) 665-7986

APPLICANT:

Name: _____ UNIT NO.: _____

Address: _____

Telephone Nos. - Home: _____ Work: _____ Mobile: _____

DETAILED DESCRIPTION OF REQUEST* (Attach additional pages as needed):

Attach a complete set of plans and specifications, if applicable.

*NOTE: The request will be returned if sufficient detail is not provided.

Applicant hereby certifies, agrees and acknowledges that:

1. The performance of the Request will not jeopardize the safety or soundness of the building or impair any easement of the Common Elements.
2. A copy of all construction documents, if applicable, will be provided.
3. The Council will be held harmless from any and all liability, claim, suit, action, loss, damage or obligation (including the cost of defense or settlement, with attorneys fees) with respect to any matter performed or to be performed as a result of approval of this Request.
4. The Council and/or its Agent are authorized access to the property at all times during and upon completion of any work.
5. Approval of this is contingent upon any work being in strict compliance with all applicable laws of Texas, Houston, Codes, Standards and Manufacturers Recommendations.

**RESOLUTION OF
BRENTWOOD COUNCIL OF CO-OWNERS
Regarding Ratification of
Rules & Regulations
for the Purpose of Filing
in the County Real Property Records**

DATED:, June 14, 2018.

**STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

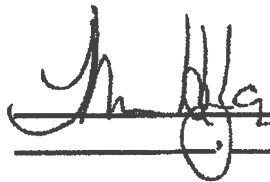
I, Thorunn Helgason, ___President of Brentwood Council of Co-Owners (the "Association"), do hereby certify that at a regular meeting of the Board of Directors of the Association, which was held on the 10th day of May, 2018, with a quorum present and remaining throughout, and being duly authorized to transact business, the following resolution for the ratification of the Rules & Regulations for the purposes of filing in this County's Real Property Records, was duly made and approved.

WHEREAS, the Association is a Texas non-profit corporation governed by the Texas Property Code;

WHEREAS, the Rules & Regulations, attached hereto as Exhibit "A", are hereby ratified for the purpose of filing in this County's Real Property Records;

IT IS, HEREBY, RESOLVED that the Board of Directors of the Association unanimously adopts this formal resolution for the purpose of filing the aforementioned document in this County's Real Property Records.

Dated: June 14, 2018

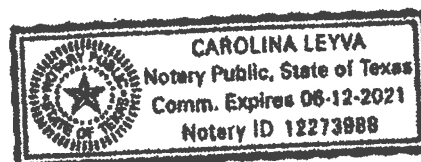


**STATE OF TEXAS §
 §
COUNTY OF HARRIS § **ACKNOWLEDGMENT****

This instrument was acknowledged before me on the 14th day of June, 2018, by Thorunn Helgason as President of Brentwood Council of Co-Owners, on behalf of said corporation.



Notary Public in and for the State of Texas



000707-0107-11

RP-2018-282865
Pages 50
06/25/2018 03:02 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$208.00

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.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

000707-0107-11