

BRENTWOOD COUNCIL OF CO-OWNERS
Rules, Regulations, and Architectural Guidelines
Amended September, 2023.

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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 Official Public Records of Real Property of Harris County, Texas.

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.

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

2.2.3 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.

2.2.4 If an Owner wishes to contest a fine or levy, they must submit a request for a 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.

2.2.5 Health & Safety Violations – The Association reserves the right to immediately suspend an Owner's right to use a common area, file an injunction suit against an owner, charge an Owner for property damage, or levy a fine to resolve any violation of the dedicatory instruments of the Association which materially affect the physical health or safety of an ordinary resident ("Health and Safety Violation"). For the purposes of the Association and this policy, Health and Safety Violations include, but are not limited to (1) shooting fireworks; (2) a noise violation that is not ongoing; (3) property damage, including the removal or alteration of landscape; (4) holding a garage sale or other event prohibited by a dedicatory instrument; or (5) any other act constituting a threat to health or safety.

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 \$100.00	Parking Violations \$100.00
Pet Violations \$100.00	Other & per day Violations \$100.00

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, contractors, or any other representatives or personnel of the Association. Interference includes, but is not restricted to, obstruction, directing or instructing, harassment, or any other action that prevents the performance of Association work or activities. Violation of this rule will not only result in a fine but will also be subject to reimbursement to the Association for any cost incurred as a result of the interference. Complaints concerning the performance of work 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 gated parking entrance for Brentwood Condominiums.

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).

2.10.2.1 Qualifications for all board members are defined in the Board Member Code of Conduct, amendment # 10.

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 (10%) 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.

2.10.7 A Collection Fee of \$40.00 will be applied to an Owner's account for each month during which the Owner's account is currently under active collections with Association management or Association counsel..

2.11 Inspection of Association Books and Records:

2.11.1 Written Request. The records of the Association are available for inspection by Owners upon receipt of a proper written request received via U. S. Certified Mail, Return Receipt Requested, from an Owner. Emails or other communications are not sufficient. Records are available for inspection by an Owner's agent, attorney or certified public accountant, provided that the Owner makes such designation in writing. The written request must contain sufficient detail to identify the records requested.

2.11.2 Inspection of Association Records. Within ten (10) business days of receipt of a proper written request pursuant to 1(a), *supra*, the Association will respond with the location and dates and times available for the inspection. The date and time for such inspection shall be mutually agreeable.

2.11.3 Association Records not Available for Inspection. Absent written authorization by the affected Owner, the Association will not permit the inspection of (1) individual Owners' deed violation histories; (2) individual Owner's financial information; (3) individual Owner contact information other than their address at the property; (4) information pertaining to Association employees; or (5) records and files of the Association's attorney(s), except as required by law.

2.11.4 Copies of Records. At the request of an Owner, the Association will provide copies of specific records, within ten (10) business days, upon receipt of copy charges for said records. The Association may produce copies of requested records in paper, electronic or other format. If copies of requested records cannot be produced within ten (10) business days, then the Association shall send a notice to the Owner within the original ten (10) day period. In such event, copies will be produced within fifteen (15) days of said notice.

2.11.5 Copy Charges. The estimated total charge for copies of Association records will be due prior to any copies being made or released. Within thirty (30) business days of receipt, the Association will reconcile the actual cost to copy the records with its estimate and return any excess amount. For paper copies, the following charges will apply:

Item	Charge
8 ½" x 11" paper	\$0.10 per page
8 ½" x 14" (legal) paper	\$0.25 per page
11" x 17" paper	\$0.50 per page
Specialty Paper	Actual cost

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Audio CD or Cassette	\$1.00 each
DVD	\$3.00 each
USB Drive	Actual cost
Labor	\$15.00 per hour for actual time to locate, compile and reproduce records (if more than 50 pages, or if records must be retrieved from an offsite storage facility)
Overhead	20% of total labor charge (if more than 50 pages, or if records must be retrieved from an offsite storage facility)
Materials (labels, boxes, folders, etc., including postage)	Actual cost

2.11.6 Association Records Retention Policy. The Board of Directors adopts the following policy concerning retention of Association records, and directs its property manager to develop, administer, and adhere to the following:

2.11.7 Governing Documents. Originals and/or certified copies of the Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation and By-Laws of the Association, Amendments thereto, Policies passed by Board Resolution and/or Owners, other documents filed with the Secretary of State related to the Association, Rules and Regulations for the property and amendments thereto, shall be permanently kept in the offices of property management.

2.11.8 Association and Board Documents. Originals and/or copies of agendas, meeting minutes and proposals, meeting notices, sign-in sheets, proxies, ballots and tally sheets pertaining to Annual and Special Meetings of Association Members, as well as agendas, meeting minutes, proposed and approved Board Resolutions, for all meetings of the Association's Board of Directors shall be kept in the offices of property management for a period of two (2) years, after which such records may be stored off-site at an appropriate location. After the expiration of seven (7) years, such documents may be destroyed.

2.11.9 Accounting and Deed History Records. Computerized accounting and deed restriction violation records for each Owner shall be maintained in electronic format by the property management company onsite for a period of two (2) years, after which such records may be stored off-site at an appropriate location. After the expiration of seven (7) years, such documents may be destroyed.

2.11.10 Other Association Files. Originals and/or copies of file materials pertaining to an Owner's membership in the Association, including but not limited to maintenance assessment collection, deed restriction enforcement, correspondence, litigation matters, and other documents shall be kept in the offices of property management for two (2) years after such matter is closed, after which such records may be stored off-site at an appropriate location. After the expiration of seven (7) years, such documents may be destroyed.

2.11.11 Association Communications. Originals and/or copies of all communications sent and received by members of the Board of Directors on Association-owned computers, and those of agents of the Association conducting business on its behalf,

shall be kept in their original format for five (5) years, after which such documents may be destroyed.

2.11.12 Litigation Hold. In the event the Association is involved in litigation, a "litigation hold" will be placed on all correspondence, electronic communications, voice mail, reports and other documents relevant to the matter forming the subject of the litigation. In such event, this provision supersedes subsections (a-e). Retention policies for matters in litigation will be established on a case-by-case basis.

2.11.13 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; or
- (f) Books or records regarding matters involving the invasion of privacy of individual unit owners.

2.12 Passkeys:

2.12.1 Neither the Association nor its management company requires possession or maintenance of passkeys for any Owner or Unit. The on-site manager or other authorized agent of the Association may accept and maintain custody of a key for the purpose(s) authorized by the Unit owner. (**Appendix - Form 3**).

2.12.2 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 stated therein:

- (1) All leases shall be in writing.
- (2) No lease shall be for transient or hotel purposes, including short term vacation rentals, such as Airbnb, VRBO, etc. Violators are subject to paying \$1,500 move in fee per instance.
- (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 submit a Lease Approval Request (**Appendix – Form 4**), a copy of their lease agreement and Brentwood's Addendum Lease (**Appendix - Form 5**), plus a moving fee of \$1,500.00 as required by **Rule 3.8**, 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.

3.4 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, sexual orientation, or gender identity;
- (5) Physical or mental disability; 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 cardkeys 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 Lock Boxes

3.7.1 Lock boxes are permitted for the sole use of leasing or selling a unit.

3.7.2 Lock boxes must be registered with the on-site office. The registration must include a start date and end date. There must be a contact phone number for the responsible party (realtor, owner, or manager) associated with the lock box.

3.7.3 Any lock box remaining after the registered end date will be removed and discarded.

3.7.4 Lock boxes will be allowed only in the designated area.

3.7.5 No lock boxes are allowed on unit doors. They will be removed, discarded, and a fine will be issued.

3.8 Moving Fee; Assessment for Damages:

A non-refundable moving fee of \$1,500.00 shall be paid to the Association by the Owner of a Unit each time any Resident moves into 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.

3.9 Notice of Tenant Move-Out

It is the owner's responsibility to inform the Association that a tenant has terminated their lease and has vacated the premises.

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 dollar amount for deductibles of all Association insurance policies. Should a homeowner or tenant cause damages requiring the use of the Association insurance, then 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.

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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 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 eighteen (18) years of age or older 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. Working remotely or maintaining a home office is not a violation of this rule.

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 or Common Elements, the Owner and tenant of the Unit from which the damage resulted will be liable for all costs of repair or other damages.**

6.1.1 HVAC Maintenance

It is the responsibility of each Owner and their tenant to cooperate in the maintenance of their HVAC system. Filters must be replaced monthly, or more often if clogged by pet hair or other materials. Access to the unit must be provided for semi-annual inspection and maintenance by the Association. Failure to provide access will be fined as a violation, and HVAC repair and replacement costs will become the responsibility of the Owner.

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 fires as a substitute for electricity is prohibited.

6.3.2 Residents shall not install electrical wiring, television antennae, satellite dishes, 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 **\$100 per day** plus any damages caused by or because 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 ensure 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 \$10.00 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, 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 8:00 a.m. to 5:00 p.m.

6.8 Interruption of Water Service to Make Repair:

Scheduled water shut offs for any plumbing repairs will be performed monthly. Owners are responsible for immediately alerting management to their plumbing needs so that the appropriate plumbing scheduling is performed.

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 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 For second and third floor owners: If replacing carpet with flooring, a Board approved noise muffler must be used. The noise muffler must be detailed on the Request for Modification Form (#8). Ceramic, porcelain, or terra cotta tiles are allowed in bathrooms only.

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7.1.3 Periodic inspection of modifications will be made by the Board/Management during the modification process.

7.1.4 Except as provided in **Architectural 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 **Architectural 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 except as permitted by **Architectural Guideline 2**.

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, windsocks, 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 swimwear (not nude and no regular diapers); swim pants are required.

8.1.1 Pool Party is defined as two or more non-Brentwood residents (guests) accompanying a Brentwood resident at the pool.

8.1.2 The maximum number of people allowed at the large pool is 25 people. The maximum number of people allowed at the small pool is 12 people.

8.1.3 Resident must always accompany guests in the pool area.

8.1.4 Pool guests are permitted only twice in a one-month period.

8.1.5 Non-resident Brentwood homeowners are considered guests. They may use the pools only if accompanied by a resident and follow all pool rules.

8.1.6 Registration of pool parties must be requested in advance. Form #9 must be completed and filed in the on-site office.

8.2 Grills:

Use of firepits, hibachis, or other barbecue equipment on patios, balconies, or solariums is strictly prohibited by municipal fire ordinances. Small electrical grills are permissible for personal use on patios 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 as to avoid blocking access to another Resident's storage locker. The Council is not responsible for the loss of property from storage lockers. Personal possessions may not be left on the general Common Elements.

8.3.2 Balconies, patios and solariums are limited common areas, and shall not be used for storage.

8.4 Common Element Furniture:

Neither indoor nor outdoor furniture may 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.

9.2.1 Recycling: Residents shall adhere to rules for recycling as posted.

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 and phone 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 immediately. .

9.3.1 Delivery of furniture and appliances must occur through the driveway entrance only. A sign must be placed in the driver's window detailing unit # and contact information. Deliveries use back stairwells only. Owners violating this policy will be fined immediately.

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9.4 Storage:

Bicycles and other personal property may not be stored or placed in the hallways, stairwells, or other Common Elements, or Limited Common Elements (patios, balconies, solariums).

9.5 Smoking Prohibited:

Smoking or vaping in the hallways, stairwells, lobbies, and elevators is a fire hazard and is strictly prohibited. Disposal of smoking materials in any Common Area is prohibited.

9.6 Recreational Activities:

The exercise 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:

Cardkeys and radio transmitters are purchased and become the Property of the Resident. Lost cardkeys 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 entrusted 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 as not to permit others to enter the property. 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 on public streets and not on Brentwood property.

11.1.2 Private, unassigned parking spaces for Brentwood Residents and guests are located only 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 of the homeowner's parking spot.

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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 due to parking violations 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 always reserved for management and maintenance personnel. 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 should 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, as well as an immediate fine.**

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 any time 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 or appearing 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.
- (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 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 emergency phone number.

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 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.

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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 External Antennae and Satellite Dishes:

12.2

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: All antennae and other such devices allowable under this rule shall be installed in compliance with all state and local laws and regulations onto the roof-top mounting brackets. Installation must be done during business hours with approved Request for Modification. All satellite dishes must be mounted on the roof top

mounting brackets. Wires must be placed discreetly across the flat roof and flat against the building in the most direct and inobtrusive manner possible. The wire path must be specified on the Modification request and have Board/Management approval.

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 or 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 out 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 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 by a Unit for entertainment in the courtyards or pools. Radio 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 always kept to a minimum, especially between the hours of 10:00 p.m. and 8:00 a.m.

13.5.5 No vocal or instrumental music shall be practiced or played for 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 performed in a manner that minimizes disturbance of Residents in other Units.

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

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

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**RULE 14: PROCEDURE FOR RESERVATION OF THE BRENTWOOD FACILITIES
FOR A PRIVATE FUNCTION**

- 14.1 The Brentwood facilities may be reserved by a Resident for a private function. The facilities available for reserving are as follows:
- the room above 2475 Underwood Lobby.
 - the Braeswood Lobby.
 - the inner room of the Braeswood Lobby.
 - Either pool with surrounding pool areas.
 - All courtyards.
- 14.2 A Resident who wishes to reserve Brentwood 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 a Brentwood facility must attend at all times during the function.
- 14.5 The Brentwood facilities 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 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 Brentwood facility prior to the function to note any defects and will hand the Resident the key. The facility 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 Brentwood facility 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, specifically 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.

15.3 No more than one dog or two cats shall be allowed per Unit. **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 "pet sitting"). 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 \$100.00 for each dog; and \$20.00 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 \$100.00 for each dog; and \$20.00 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 always be kept on a leash no longer than ten feet (10') by a person capable of controlling the Permitted Pet. The leash requirement always applies, 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 stationery 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. Any pet relieving itself in a common area is an egregious violation with a fine of \$500.00 per occurrence.
- 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.

RULE 16: PACKAGES

16.1 The Association receives resident packages at the on-site office between the hours of 9:00 AM and 5:00 PM, Monday - Friday. This amenity is a courtesy. The package privilege of any resident misusing this amenity may be suspended temporarily or permanently.

16.2 Residents are expected to pick up packages in a timely manner. Packages remaining after 7 days (1week) will be returned.

16.3 Resident must sign for receipt of package.

16.4 On-site office cannot receive packages of food, medicine, flowers, or anything perishable. Alternative delivery arrangements must be made for such items.

16.5 There is no parking or standing allowed in Entrance or Exit driveways to collect packages.

16.6 No business supplies or legal letters may be received in the on-site office.

PART III. ARCHITECTURAL GUIDELINES

GUIDELINE 1: PROCEDURAL GUIDELINES

1.1 When Approval Required - General Rule:

1.1.1 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. **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.

007010-0707-11

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 or grey.

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 and manicured. 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 Planter Boxes:

Color: White, off-white, beige, brown, or grey.

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.

2.2.7 Privacy Screens (For Patios and Balconies only)

In addition to natural plant greenery, the only privacy screen allowed is artificial greenery, maintained in good condition. A list of approved artificial greenery screenings is available from Management.

Artificial screening must be removed prior to selling the unit.

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

2.3.1 Carpet (Exterior Grade for Outdoor Use):

Color: Faux grass or Astro-turf only.

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):

Types: Terra-cotta, slate, or non-skid ceramic or porcelain.

State of Repair: Clean, in good condition.

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

2.3.4 Paint on first floor patios only:

Color: May not be visible from the street. May not extend beyond the patio gate.

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 -. Check with the 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: Permitted on solariums only as per Declaration.

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 replaced when fan is removed.

4.2 Screening Devices (Permitted only on Patios or Balconies):

Material: Natural plantings or artificial green foliage only. No mesh of any kind or other permanent attachments to patio or balcony fencing.

State of Repair: Clean, good condition.

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

GUIDELINE 5: SECURITY DEVICES

5.1 Entry Doors:

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

5.1.2 No wiring on exterior surface of door.

5.2 Windows/Sliding Doors:

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

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

5.3 Security Cameras

5.3.1 The use of security cameras pointed down hallways is prohibited.

5.3.2 Security doorbells with cameras (such as "Ring") are permitted.

5.3.3 Security peepholes with cameras are permitted.

GUIDELINE 6 : UNIT ENTRY DOORS

6.1 Locks:

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

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

Size: Should match size or original lock.

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

6.2 Peepholes:

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

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

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

DATED: Sept. 26, 2023.

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 26 day of September, 2023, with a quorum present and remaining throughout, and being duly authorized to transact business, the following resolution for the ratification of the attached Rules, Regulations & *Architectural Guidelines* for the purposes of filing in the Harris County 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 & *Architectural Guidelines* attached hereto as Exhibit "A", is hereby ratified for the purpose of filing in the Harris County 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 the Harris County Real Property Records.

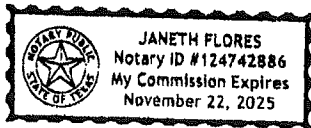
Dated: 9/26/23

Thorunn Helgason
President, Brentwood Council of Co-Owners

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 26 day of September, 2023, by Thorunn Helgason President of BRENTWOOD COUNCIL OF CO-OWNERS on behalf of said corporation.



Janeth Flores
Notary Public in and for the State of Texas

00701-C-0707-JM

RP-2023-370286
Pages 38
09/27/2023 08:48 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$162.00

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.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

00701-C-C707-111

FORM 1 - Rules Acknowledgement

Brentwood Council of Co-Owners
for Brentwood Condominium's
Rules, Regulations Architectural Guidelines

Rules Acknowledgement of Owner/Tenant

Owner Responsibility and Accountability:

Owners are completely and solely responsible and accountable for informing and educating themselves, their family members, tenants, lessees, guests, individual unit property managers/realtors employees and any other representatives or parties with all property rules and all of the Association's other governing documents. Each owner is responsible for their tenants, visitors associated with the unit. **Owners and tenants are jointly and separately responsible for fines for non-compliance and for payment of compliance costs (including attorney's fees) or other governing documents. Everyone on Association property is required to adhere to the Association's rules and other governing documents.**

Acknowledgement of the "No Tolerance Policy"

Except in case of an emergency, owners and tenants will be given written notice of violations and notice of any fines regarding same, and will be requested to voluntarily cure the violations. If not cured in accordance with the notice(s), the property manager shall send the attorney for the Association a request to take enforcement action. Legal action to correct the violation will include certified and uncertified demand letters. The filing of an injunction lawsuit may follow. Except in case of an emergency, a minimum ten day grace period will be allowed to cure a violation and within the preceding twelve months in which case demand for immediate cure and immediate imposition of a fine may be made. **In addition to fines, violating owners and tenants are responsible for payment of all compliance costs, including attorney's fees incurred regarding violations which in many cases will approach and in some cases will substantially exceed \$3,500.00.**

Acknowledgement of the Rules and Regulations:

All owners and tenants must sign a copy of this acknowledgement form regarding the rules and regulations and return the signed copy to the Association management company. This signed form must be submitted to the Association's management company no later than ten (10) days from the date of the closing of a unit or ten (10) days from the start date of a lease. Failure to submit the signed form will result in a \$75.00 fine as to each Association notice that is required to obtain compliance.

I/We (print name or names) _____

Am/are the ___ owners(s) ___ tenants (s) (check the correct box) of Unit No. _____.

I (whether one or more) hereby acknowledge (i) that I have received a copy of the Brentwood Council of Co-Owners Rules, Regulations and Architectural Guidelines for Brentwood Condominiums, (II) that I have read and understand my responsibility and accountability as to, and that I am required to adhere to the said rules, regulations and architectural guidelines, and all of the Association's other governing documents, and (iii) that I may be fined for any violations.

Signature: _____

Date: _____

Signature: _____

Date: _____

BRENTWOOD COUNCIL OF CO-OWNERS

VENDOR AUTHORIZATION

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

NAME: _____

COMPANY REPRESENTED: _____

DATE(S): _____

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: _____

UNIT NUMBER: _____

Date

Signature

FORM 3 – Key Authorization

BRENTWOOD COUNCIL OF CO-OWNERS

KEY AUTHORIZATION

I, the undersigned, authorize Brentwood Council of Co-Owners to hold the key(s) to my unit for the following purpose(s):

Check all that apply

- Entry in case of emergency
- To provide Brentwood staff access to my unit for routine maintenance or repair.
- To provide external vendors, authorized on Form 2, access to my unit.

- _____

DATE(S): _____

I understand that my keys will be held securely in a locked cabinet at all times. 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: _____

UNIT NUMBER: _____

Date

Signature

LEASE NOTIFICATION FORM

Application for consent of the Association to lease Unit # _____, Building _____ pursuant to Section 3.3 of the Brentwood Rules and Regulations.

Date: _____

Owner's Name: _____

Owner's Address: _____

Owner's Telephone: Personal _____ Work _____

Owner's E-mail: _____

LEASE INFORMATION

Lease Start Date: _____ Lease Termination Date: _____

Lessee's Name: _____ Date of Birth: ____/____/____

Lessee's Telephone: Personal _____ Work _____

Lessee's E-mail: _____

Other Residents' Names	Age (if under 18)
------------------------	-------------------

_____	_____
_____	_____
_____	_____

Vehicles: (To be parked in assigned spaces ONLY)

Year	Make	Model	Color	License No.
------	------	-------	-------	-------------

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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 _____ OWNER _____

REQUEST GRANTED _____ DATE _____

REQUEST DENIED _____ DATE _____

INCOMPLETE INFORMATION _____ DATE _____

BOARD APPROVAL _____

DATE _____

FORM 5

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.

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

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: _____

BRENTWOOD FACILITY RESERVATION FORM

NAME: _____

ADDRESS: _____

PHONE: _____ EMAIL ADDRESS: _____

Reservation will begin at: _____ You must clean up and leave by: _____. Latest at 10:00 PM - no exceptions.

RENTAL PURPOSE: _____

DATE: _____ START TIME: _____ END TIME: _____

CATERED EVENT? YES NO CATERER NAME: _____ PHONE NUMBER: _____

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)

Brentwood Facility Policies

1. Facility may not be used without a completed reservation, including acknowledgement of the policies, and approval by the Association.
2. Doors to the facility may not be propped open. Applicant must assign someone to monitor access.
3. Applicant may not arrive early or overstay their reserved time.
4. All facilities close at 10:00 pm and everyone must leave the facilities by that time.
5. Applicant must be present at the event 100% of the time and cannot reserve the room for a non- Brentwood resident.
6. 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.
7. 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.
8. Recurring events in any facility may only be booked for a 6-month period and are limited to 12 separate dates. Recurring events may NOT reserve any facility: Fri 5:00 pm to Sun 10:00 pm.
9. 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.
10. Reservations can only be made by the hour (no half hour reservations allowed).
11. Caterers must retrieve all supplies, materials, and unused food/drink by the end of the event.
12. Brentwood events and meetings take precedence over private events and as a result there is a minimal risk your reservation may be cancelled.
13. See the fine schedule below for additional charges that may be incurred:
 - Failure to clean (trash/ leftovers/vacuuming/tables and chairs not stacked/lingering odors) ----- \$100
 - Floor stained after event ----- Starts at \$250 • Other items/damages ----- Charge TBD
14. 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.

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

Date: _____ Signature: _____

PET REGISTRATION AND AGREEMENT/RELEASE

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 Obligor").

Deliver fully completed form and initial registration fee to the Brentwood on-site office.

I. PET OWNER(S): Name(s): _____

Unit No.: _____ Phone: Personal: _____ Work: _____

II. PET IDENTIFICATION: Name: _____

Breed: _____ Age: _____ Color: _____

Weight: _____ lbs. Other Description: _____

Brentwood Identification Tag No.: _____ Date Issued: _____

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

Name(s): _____

Address: _____

Unit No.: _____ Phone: Personal: _____ Work: _____

IV. CONDITIONS FOR ACCEPTANCE OF REGISTRATION:

A. Compliance with pet Rules: Pet Obligor 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 IV).

B. Exclusive Liability of Pet Obligor: Pet Obligor 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 Obligor agree to release/indemnify the Association and its directors, officers, agents and employees from any claims and damages attributable to their pet.

V. **CERTIFICATION - THIS IS TO CERTIFY that:** All information contained herein is complete, true and correct; and Pet Obligor have read, understand, and agree to all terms and conditions of this Form (including Section IV "Conditions for Acceptance of Registration")

Signature of Pet Owner: _____ Date Signed: _____

Signature of Pet Co-owner: _____ Date Signed: _____

Signature of Unit Owner: _____ Date Signed: _____

Signature of Unit Co-owner: _____ Date Signed: _____

SECTIONS VI, VII & VIII ARE FOR ASSOCIATION USE ONLY

VI. INITIAL REGISTRATION FEE Amount: \$_____ Date paid: _____

VII. ANNUAL REGISTRATION RENEWAL FEES:

Amount	Date Paid	Amount	Date Paid
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____

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

Brentwood Council of Co-Owners

Date

BRENTWOOD COUNCIL OF CO-OWNERS

Request for Approval of Architectural Modification

Date: _____

Owner's Name: _____

Owner's Address: _____

Owner's Telephone: Personal _____ Work _____

Owner's E-mail: _____

DETAILED DESCRIPTION OF REQUEST (Add additional pages as needed):

Attach a complete set of plans and specifications. 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 attorney's 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 the work.
5. Approval of this is contingent upon all work being in strict compliance with all applicable laws of Texas, Houston, Codes, Standards and Manufacturers Recommendations.

OWNER'S SIGNATURE

POOL RESERVATION FORM

NAME: _____

ADDRESS: _____

PHONE: _____ EMAIL ADDRESS: _____

Reservation will begin at: _____ You must clean up and leave by: _____. Latest at 10:00 PM - no exceptions.

RENTAL PURPOSE: _____

DATE: _____ START TIME: _____ END TIME: _____

CATERED EVENT? YES NO CATERER NAME: _____ PHONE NUMBER: _____

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)

Pool Policies

1. A pool may not be used without a completed reservation, including acknowledgement of the policies, and approval by the Association.
2. Doors leading to the pool may not be propped open. Applicant must assign someone to monitor access.
3. Applicants may not arrive early or overstay their reserved time.
4. All facilities close at 10:00 pm and everyone must leave the pool area by that time.
5. Applicants must be present at the event 100% of the time and cannot reserve the pool for a non- Brentwood resident.
6. Applicant must clean the pool area after their event, including but not limited to, sweeping (broom not provided); returning tables/chairs to the designated areas; trash removal to dumpster, etc.
7. NO GLASS ALLOWED IN THE POOL AREA.
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 at a pool may only be booked for a 6-month period and are limited to 12 separate dates. Recurring events may NOT reserve any pool: Fri 5:00 pm to Sun 10:00 pm.
10. Maximum occupancy at each pool is posted. There must be one adult chaperone at the pool for every 5 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:
 - Failure to clean (trash/ leftovers/sweeping/tables and chairs not replaced/lingering odors) ----- \$100.
 - Other items/damages ----- Charge TBD
15. Pool facilities are for the exclusive use of Brentwood residents and their guests. Guests must be in the presence of the resident when using the pool. 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 any injuries, or lost, stolen, damaged, or unsecured items.

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

Date:

Signature:

**CODE OF CONDUCT
FOR ADMINISTRATORS & COMMITTEE MEMBERS OF
BRENTWOOD COUNCIL OF CO-OWNERS**

The Board of Administrators of Brentwood Council of Co-Owners. has adopted the following mandatory policy for its Board Members and committees to provide guidance for ethical issues and to create a mechanism for addressing unethical conduct.

A. BOARD RESPONSIBILITIES

The general duties for Administrators are to enforce the Council's governing documents, collect and preserve the Council's financial resources, insure the Council's assets against loss, and keep the common areas in a state of good repair. To fulfill that responsibility, Administrators must:

- Regularly attend Board meetings;
- Review material provided in preparation for Board meetings;
- Review the Council's financial reports; and
- Make reasonable inquiry before making decisions.

Regular Meetings

1. Pursuant to Section 5(h) of the By-Laws of the Council, regular meetings of the Board of Administrators may be held at such time and place as shall be determined, from time to time, by a majority of the Administrators.
2. Regular meetings shall be held monthly, on the standing meeting date, which is during the ___th week of each month for a total of twelve (12) Regular meetings held during each calendar year. If a need arises for an additional meeting to decide extraordinary or time-sensitive matters, the Board of Administrators may call a Special meeting or an Emergency meeting as provided for herein below.
3. To the extent that any item of business initiated and addressed at a Regular meeting requires additional information prior to final decision or vote by the Board, the Board may finalize its decision or vote via telephonic or electronic means (e.g. telephone, e-mail, video conference, text message) prior to the next Regular meeting. Any such decisions shall be summarized and filed with the minutes of the next open Board meeting.

Special Meetings

4. Pursuant to Section 5(h) of the By-Laws of the Council, Special meetings of the Administrators may be called by the President and must be called by the Secretary at the written request of two (2) of the Administrators. No more than one (1) Special meeting may be held during any sixty (60) day period, except upon unanimous approval of the Administrators, or in the event that a Regular meeting was not able to be held as normally scheduled.
5. A Special meeting may not be called to decide ordinary or customary matters or business which would typically be determined by vote of the Administrators at a Regular meeting of the

6. To the extent that any item of business initiated and addressed at a Special meeting requires additional information prior to final decision or vote by the Board, the Board may finalize its decision or vote via telephonic or electronic means (e.g. telephone, e-mail, video conference, text message) prior to the next Regular meeting. Any such decisions shall be summarized and filed with the minutes of the next open Board meeting.

Notice of Meetings

7. Pursuant to Tex. Prop. Code § 82.108, meetings of the Board of Administrators must be open to unit owners, subject to the right of the Board to adjourn a meeting of the Board and reconvene in closed executive session to consider actions involving personnel, pending or anticipated litigation, contract negotiations, enforcement actions, matters involving the invasion of privacy of individual unit owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. The general nature of any business to be considered in executive session must first be announced at the open meeting. Any decisions made in executive session must be generally summarized at the next board meeting and read into the minutes.
8. Notice of Regular or Special meetings of the Board of Administrators shall be given to each Administrator, personally, by mail, telephone or e-mail, at least three (3) days prior to the day named for such meeting. In the event of emergency, reasonable notice must be provided, given the circumstances involved. For Special or Emergency Meetings, it shall be the duty of the President or Secretary to provide such notice, compliance with which may be delegated to professional Association management providers. All meeting notices shall state the time, place and purpose of the meeting, and the identity of the person or persons who have requested the meeting.
9. Pursuant to Section 5(i) of the By-Laws of the Council, any Administrator may waive notice of a meeting before or after the meeting, and such waiver, if in writing and signed by such Administrator, shall be deemed equivalent to the giving of notice. Attendance by an Administrator at any meeting of the Board shall be a waiver of notice as to that Administrator of the time and place thereof.
10. The Council, on the written request of a unit owner, shall inform the unit owner of the time and place of the next Regular or Special meeting of the Board. If the Council representative to whom the request is made does not know the time and place of the meeting, the Council promptly shall obtain the information and disclose it to the unit owner or inform the unit owner where the information may be obtained. Any two of the following methods shall be deemed to provide sufficient notice to the owners of the date, time and location of the next Board Meeting: (1) announcement in an open meeting; (2) posting in a conspicuous place on the common elements; and/or (3) posting on the community website.

Cancellation of Meetings

11. A Regular meeting may be cancelled (and subsequently rescheduled by the non-cancelling Administrators) upon signed written request by of a majority of the Administrators, which must be provided to all Administrators no later than forty-eight (48) hours prior to the scheduled meeting, except in the case of unanticipated weather or emergency. No cancellation will be considered valid unless it contains at least five (5) alternative future rescheduling

cancelling Administrator(s) shall commit to appear for the re-scheduled meeting on whichever of dates is chosen by the non cancelling Administrators. Failure by any cancelling Administrator to appear at such a re-scheduled meeting shall be considered an unexcused absence. In the event a Regular meeting must be re-scheduled pursuant to this paragraph, the President and the Secretary of the Board of Administrators shall re-schedule such meetings at such a time as may be attended by all Administrators.

Board Attendance Policy

12. All Administrators shall endeavor to attend all meetings of the Board of Administrators. If an Administrator has an irreconcilable conflict with a scheduled meeting, that Administrator shall provide a written request for excused absence to all Administrators no less than twenty-four hours prior to the meeting. The absent Administrator may still appear by any audible method of communication, including telephonic or electronic means (e.g. telephone, video conference), provided the absent Administrator can hear and be heard by all other Administrators present. No more than one (1) absent Administrator may appear by electronic or telephonic means per meeting. Any Administrator who accrues unexcused absences at two (2) consecutive meetings during a calendar year agrees, as a condition of acceptance of their position on the Board, to resign upon written request of two (2) or more Directors.

Alternative Methods of Meeting

13. In extraordinary circumstances (which are defined as the inability of a quorum of Administrators to attend a Regular or Special Meeting or any of its re-schedule dates), or upon an Emergency basis as provided herein, a meeting of the Board may be held by any audible method of communication, including telephonic or electronic means (e.g. telephone, video conference) only if: (A) notice of the meeting has been given as required; and (B) each Administrator may hear and be heard by every other Administrator. However, no such alternative method of meeting may include voting on a fine, damage assessment, appeal from a denial of architectural control approval, or suspension of a right of a particular Council member before the member has an opportunity to attend a Board meeting to present the member's position, including any defense, on the issue.

Routine Matters

14. Routine day-to-day management decisions may be decided by a simple majority vote of the Board, which may occur via telephonic or electronic means (e.g. telephone, e-mail, video conference, text message). Routine day-to-day matters shall include communication with the Council's management company or Attorney, and clarification of decisions already made by the Board, but shall expressly exclude actions or decisions on new matters.

Action Taken Without a Meeting

15. Any action taken by the Board without a meeting must comply with Tex. Prop. Code § 82.108, which provides that the Board may act by unanimous written consent of all Administrators, without a meeting, if: (A) the Board action does not involve voting on a fine, damage assessment, appeal from a denial of architectural control approval, or suspension of a right of a particular council member before the member has an opportunity to attend a board meeting to present the member's position, including any defense, on the issue; and (B) a record of the board action is filed with the minutes of board meetings.

Emergency Meetings

16. An Emergency meeting may be called by the President of the Council, or by any two Administrators other than the President, if there are circumstances that could not have been reasonably foreseen which require immediate attention and possible action by the Board, and which of necessity make it impracticable to wait for the Regular meetings and provide notice as required by § 82 of the Property Code. Pursuant to § 3.251 of the Tex. Bus. Org. Code The occurrence of a catastrophic event is an example of an Emergency. An Emergency meeting may be held via telephonic or electronic means (e.g. telephone, e-mail, video conference, text message).
17. Any action taken by the Board at an Emergency meeting shall be summarized and filed with the minutes of the next open Board meeting.

B. PROFESSIONAL CONDUCT

Administrators and committee members must conduct all dealings with contactors, vendors and employees with honesty and fairness, and safeguard information that belongs to the Council.

18. Self-Dealing. Self-dealing occurs when Administrators or committee members make decisions that materially benefit themselves or their relatives at the expense of the Council. "Relatives" include a person's spouse, parents, siblings, children, mothers and fathers-in-law, sons and daughters-in-law, brothers and sisters-in-law and anyone who shares the person's residence. Benefits include money, privileges, special benefits, gifts or other item of value. Accordingly, no Administrator or committee member may:
- a. Solicit or receive any compensation from the Council for serving on the Board or any committee;
 - b. Make promises to contractors or vendors without prior approval from the Board;
 - c. Solicit or receive any gift, gratuity, favor, entertainment, loan, or any other thing of value for themselves or their relatives from a person or company who is seeking a business or financial relationship with the Council;
 - d. Seek preferential treatment for themselves or their relatives; or
 - e. Use Council property, services, equipment or business for the gain or benefit of themselves or their relatives, except as is provided for all members of the Council.
19. Confidential Information. Administrators and committee members are responsible for protecting the Council's confidential information. As such they may not use confidential information for the benefit of themselves or their relatives. Except when disclosure is duly authorized or legally mandated, no Administrator or committee member may disclose confidential information. Confidential information includes, without limitation:
- a. Private personal information of fellow Administrators and committee members, private personnel information of the Council's employees;
 - b. Disciplinary actions against members of the Council;
 - c. Assessment collection information against members of the Council; and
 - d. Legal disputes in which the Council is or may be involved. Administrators may not discuss such matters with persons not on the Board without the prior approval of the Council's legal counsel. Failure to follow these restrictions could constitute a breach of the attorney-client privilege and loss of confidential information.

facts. All Council data, records and reports must be accurate and truthful and prepared in a proper manner.

21. Interaction with Employees. To ensure efficient management operations, avoid conflicting instructions from the Board to management and avoid potential liability, committee members and Administrators shall observe the following guidelines:
- a. The President of the Board shall serve as liaison between the Board and management and provide direction on day to day matters;
 - b. Except for the President, committee members and Administrators may not give direction to management, employees or vendors;
 - c. Administrators may not contact management after hours unless there is an emergency representing a threat of harm to persons or property;
 - d. If Administrators or committee members are contacted by employees with complaints, the employees shall be instructed to contact management or to address the Board as a whole;
 - e. No Administrator may threaten or retaliate against an employee who brings information to the Board regarding improper actions of a Administrator or committee member;
 - f. Administrators and committee members are prohibited from harassing or threatening employees, vendors, Administrators, committee members, and owners, whether verbally, physically or otherwise.
22. Proper Decorum. Administrators and committee members are obligated to act with proper decorum. Although they may disagree with the opinions of others on the Board or committee, they must act with respect and dignity and refrain from making personal attacks or accusations. Accordingly, Administrators and committee members must focus on issues, not personalities, and conduct themselves with courtesy toward each other and toward employees, managing agents, vendors and members of the Council. Administrators shall act in accordance with Board's decisions and shall not act unilaterally or contrary to the Board's decisions.

C. WHEN CONFLICTS OF INTEREST ARISE

Situations may arise that are not expressly covered by this policy or where the proper course of action is unclear. Administrators and committee members should immediately bring any such situation to the attention of management and the Board. If appropriate, the Board will seek guidance from the Council's legal counsel.

23. Disclosure & Recusal. Administrators and committee members must immediately disclose the existence of any conflict of interest, whether their own or others. Administrators and committee members must withdraw from participation in decisions in which they have a material interest.
24. Violations of Policy. Administrators and committee members who violate this Code of Conduct are deemed to be acting outside the course and scope of their authority. Anyone in violation of this policy may be subject to immediate disciplinary action, including, but not limited to:
- a. Censure;
 - b. Removal from committees;
 - c. Removal as an officer of the Board, request for resignation from the Board, recall by the membership;

- e. In the event of repeated violations, removal from the Board.

Prior to taking any of the actions described above, the Board shall appoint an executive committee to investigate the violation. The committee shall review the evidence of violation, endeavor to meet with the Administrator/committee member believed to be in violation, confer with the Council's legal counsel, and present its findings and recommendations to the Board for appropriate action. The Board shall endeavor to meet with the Administrator/committee member in executive session prior to imposing disciplinary action against that person. Any Administrator found to be in violation of this code more than once in any calendar year agrees, as a condition of acceptance of their position on the Board, to resign upon written request of two (2) or more Administrators.

D. COUNCIL CONTRACTS

25. The Council may only enter into a contract with a current Council Board member, or a person related to a current Council Board member within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, or a company in which a current Council Board member has a financial interest, or a company in which a person related to a current Council Board member within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a financial interest only if the following conditions are satisfied:
- a. The Council member, relative, or company bids on the proposed contract and the Council has received at least two other bids for the contract from persons not associated with the Board member, relative, or company, if reasonably available in the community;
 - b. The Board member:
 - i. Is not given access to the other bids;
 - ii. Does not participate in any Council discussion regarding the contract; and
 - iii. Does not vote on the award of the contract;
 - c. The material facts regarding the relationship or interest with respect to the proposed contract are disclosed to or known by the Council Board member and the Board, in good faith and with ordinary care, authorizes the contract by an affirmative vote of the majority of the Board members who do not have an interest governed by this subsection; and
 - d. The Board certifies that the other requirements of this subsection have been satisfied by a resolution approved by an affirmative vote of the majority of the Board members who do not have an interest governed by this subsection.

E. CONFIDENTIALITY

26. Without limitation, all information obtained, examined, learned or discussed by any Administrator or committee member concomitant with their position, or learned or discussed at an Executive Session of the Board of Administrators shall be treated as privileged and confidential, and all Board Members have a duty to ensure that such matters are not publicly discussed until such information becomes part of the Council's public record. As a condition of acceptance of their position on the Board, all Administrators agree that any Administrator who knowingly and intentionally violates Board confidentiality must resign upon written request of two (2) or more remaining Administrators. The Administrators further acknowledge that the defense of any possible claims or lawsuits caused by said breach may not be covered by the Council's Directors & Officers insurance, and that any Administrator in

Council for any damages incurred as a result of their actions.