

**STONEY BROOK TOWNHOMES
RULES AND REGULATIONS**

The Stoney Brook Townhomes Association, Inc. (the "Association"), a Texas non-profit corporation, was established to, among other purposes, "operate, manage, maintain and administer the affairs of the Stoney Brook Townhomes, a condominium project established pursuant to Article 1301a of the Texas Revised Civil Statutes and that certain Declaration and Master Deed dated February 17, 1977, recorded in Volume 34, page 1 of the Condominium Records of Harris County, Texas (the "Declaration and Master Deed") [and] . . . exercise all powers which may be necessary or convenient to the operation, management, maintenance and administration of the affairs of the STONEY BROOK TOWNHOMES, as a condominium project in accordance with the Declaration and Master Deed, all as set forth in Article IV of the Articles of Incorporation of the Association. Article 14 of the Declaration and Master Deed, also referred to as the "Condominium Declaration for Stoney Brook Townhomes (a Condominium)" and hereinafter referred to as the "Declaration", provides: "The administration and management of this condominium property shall be governed by the By-Laws of Stoney Brook Townhome Association, Inc." Article 14 of the Declaration further provides "The Association shall be governed by a Board of Directors. . . ." The By-Laws of the Association at Article V, Section 5.3(b) provide the Board of Directors of the Association has the power and duty: "To establish, maintain, and enforce compliance with such reasonable house rules as may be necessary for the operation, use, and occupancy of the Properties with the right to amend same from time to time." Article XII, Section 12.9 of the By-Laws further provides the rules and regulations attached to the By-Laws shall be effective until amended, as set forth in Article V, Section 5.3(b) of the By-Laws. Pursuant to its power and duty to do so, the Board of the Directors of the Association has adopted the following Rules and Regulations applicable to the Association.

1. No common sidewalks, driveways, entrances, halls and passageways shall be obstructed or used by any unit owner, tenant, members of their families or their guests for any other purpose than ingress to and egress from the units.
2. No article shall be placed on or in any of the general common elements except for those articles of personal property which are the common property of all of the unit owners. Goods placed in such general common areas are subject to removal and disposal without notice.
3. Unit owners, members of their families, their guests, residents, tenants or lessees shall not use sidewalks, garages, driveways, entrances, halls and passageways as a play area(s).
4. No vehicle belonging to or under the control of a unit owner or a member of the family or a guest, tenant, lessee, or employee of a unit owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from a building. Any traffic flow markings and signs regulating traffic on the premises shall be strictly observed.
5. Automobiles belonging to occupants shall bear the Association parking decal on the right side windshield.
6. All parking spaces are located in the general common elements are owned by the Association, subject to the assignment of certain parking spaces to units pursuant to Article 5 of the Declaration, as amended. As the owner of all the parking spaces located in the condominium project and regime, the Association has the authority to tow all vehicles not parked in compliance with these Rules and Regulations. All vehicles parked in the condominium project or regime must be operable,

so they can be moved immediately in the event of an emergency. No vehicles shall be repaired in the condominium project or regime. Occupants of the condominium project or regime must park their vehicles in the parking space(s) assigned to their unit and shall not park in areas designated as guest parking, except for deliveries or other short periods of time not to exceed four (4) hours. Parking in guest parking spaces by those other than occupants of the condominium project and regime, is limited to no more than seven (7) days during a thirty (30) day period of time, without specific written authorization by the Association.

7. No work of any kind shall be done upon the exterior building walls or the general common elements by any unit owner. Such work is the responsibility of the Association.
8. No owner, resident, tenant or lessee shall install wiring for electrical or telephone installation or for any other purpose, nor shall any television or radio antennae, machines, or air conditioning units be installed on the exterior of the condominium project or regime or be installed in such a manner that they protrude through the walls or the roof of the condominium improvements except as may be expressly authorized by the Association.
9. Unit owners, tenants, members of their families or their guests shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises, and in using, playing or permitting musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices to be played in such a manner as may disturb or tend to disturb occupants of other units, and the same shall not be played or permitted to be played between the hours of 11:30 P.M. and the following 8:00 A.M. if the same shall disturb or tend to disturb other occupants.
10. Garbage and trash shall be disposed of only by the use of garbage disposal units or by use of common trash facilities.
11. No animals, livestock or poultry of any kind shall be raised, bred, kept, maintained or harbored within this condominium project or regime, except that one dog or cat or other household pet (lap size) may be kept; provided that, they are not raised, provided further, that if such dog, cat or other household pet becomes obnoxious to other unit owners, the unit owner of such dog, cat or other household pet, shall dispose of same upon written notice issued by the Managing Agent, or if there is no Managing Agent, then the Board of Directors.
12. Any person owning or having in his or her possession any dog shall not allow such dog to be at large in the condominium project or regime without the owner or person in charge thereof having direct physical control over such animal (leash law). No pets will be permitted in the pool area.
13. The Association assumes no liability for nor shall it be liable for any loss or damage to articles stored in general common or storage areas.
14. Any damage to the general common elements or common personal property caused by a unit owner, members of a unit owner's family, their guests, residents, tenants, lessees, agents or employees, shall be repaired at the expense of the unit owner.

Likewise, the unit owner will be responsible for all costs to repair general common elements that result from changes made to the general common elements of the unit owner's unit, including those changes authorized by the Board of Directors.

15. The Managing Agent, or if there is no Managing Agent, then the Board of Directors, shall retain a passkey to each unit. No unit owner shall alter any lock or install a new lock on any door leading into the unit without prior consent, and, if such consent is given, the owner shall provide a key for the Managing Agent's or the Board of Director's use.
16. The management personnel and staff are adequately compensated and no gratuities are to be given them. This is not to preclude appropriate remembrances at Christmas or other particular occasions.
17. All employees and contractors are hired by and remain under the direction of the Managing Agent or Board of Directors. They are assigned specific duties and may do no other work for any unit owner or tenant that is not assigned to them by the Managing Agent or Board of Directors. They should not be given any orders, instructions, requests or other direction by any owners or occupants; any such requests for work will be given directly to the Managing Agent or Board of Directors.
18. Prior to the time that any tenant, lessee or other such person shall take possession of a unit at the condominium project or regime, that person will be given a copy of these Rules and Regulations by the owner of that unit or the agent of the owner.
19. Pool rules are posted at the pool and are incorporated herein by reference. Pool rules must be adhered to by all residents, owners, members of unit owner's family, tenants, lessees and their guests. The pool and jacuzzi are closed between the hours of 10:00 P.M. and the following 8:00 A.M..
20. Occupancy of a unit in the condominium project and regime is limited to no more than two persons per the number of bedrooms in a unit as the number of bedrooms is defined in the Stoney Brook Declaration.
21. Nothing will be done or kept in any unit or in the general common elements which will increase the rate of insurance of the Association. No unit owner shall permit anything to be done or kept in his unit or in the common elements which will result in the cancellation of the insurance of the Association or which would be in violation of any law, ordinance or governmental regulation. Specifically, a) no barbecuing or cooking will be allowed on any balcony, in any courtyard or garage, or within 20 feet of any Stoney Brook building and b) smoke detectors must be installed in all units by the unit owner in accordance with State and City laws and regulations and shall be maintained in good working condition.
22. The owner of a unit is responsible for ensuring that all repair work, renovations or improvements done to the owner's unit are performed by insured and/or licensed contractors. Insurance certificates naming the Association as an additionally named insured and in the format required by the Association will be provided to the Managing Agent or Board of Directors by the contractor's insurance carrier prior to the time that work is begun on any renovations or improvements.

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These Rules and Regulations were adopted at the September 22, 1992 meeting of the Board of Directors to be effective October 15, 1992 and supersede all previous Rules and Regulations and amendments thereto. These Rules and Regulations are an addendum to the Declaration and By-Laws and in no way are intended to conflict with same.

C:\WP51\RULES

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

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and 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 on

OCT. 2 1992



Janita Rodchenko
COUNTY CLERK,
HARRIS COUNTY, TEXAS

SCHEDULE B
RULES AND REGULATIONS FOR
STONEY BROOK TOWNHOMES

1. Any common sidewalks, driveways, entrances, halls and passageways shall not be obstructed or used by any unit owner for any other purpose than ingress to and egress from the units.

2. No article shall be placed on or in any of the common elements except for those articles of personal property which are the common property of all of the unit owners.

3. Unit owners, members of their families, their guests, residents, tenants or lessees shall not use sidewalks, driveways, entrances, halls and passageways as a play area(s).

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

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

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

7. Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb occupants of other units, and the same shall not be played or permitted to be played between the hours of 11:30 P.M. and the following 8:00 A.M. if the same shall disturb or tend to disturb other occupants.

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

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

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10. No owner shall be allowed more than two (2) children to be living with said owner in a single condominium unit, and further, each child living with said owner must have attained the age of fourteen (14) years or over.

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

12. Any damage to the common elements or common personal property caused by a unit owner, members of a unit owner's family, their guests, residents, tenants, lessees, agents or employees, shall be repaired at the expense of that unit owner.

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

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

The foregoing rules and regulations are subject to amendment and to the promulgation of further regulations.

Rules Enforcement Policy

Of

Stoney Brook Townhomes Association, Inc.

All notices of violations shall be forwarded to the appropriate owner and resident at the most current mailing address provided to the Association by such owner. The notice shall (1) describe the violation, (2) state a reasonable period of time within which the owner shall have to cure the violation where applicable, (3) notify the owner that a fine may be levied unless the violation is cured within the stated period of time or repeated. The notice shall further set forth the amount of the fine to be levied. Not later than the 30th day after the date of such notice, the owner/resident may request a hearing before the Board of Directors to contest the fine. Upon levying the fine, the Association shall give written notice to the owner no later than the 30th day after the date of levy.

The amount of the fine to be levied against an owner for the violation of a rule shall be \$25.00 if a violation continues to exist after the period given in the notice. Fines shall be collected in the same manner as assessments.