
BRENTWOOD COUNCIL OF CO-OWNERS

**Rules, Regulations and
Architectural Guidelines
For
Brentwood Condominiums**

(Effective September 1, 2003)

AFTER RECORDING RETURN TO:

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TABLE OF CONTENTS

	<u>PAGE</u>
PART I: INTRODUCTION; REPEALER AND AMENDMENTS; EFFECTIVE DATE	1
PART II: RULES AND REGULATIONS	2
RULE 1: DEFINITIONS; ACKNOWLEDGMENT OF OWNER/TENANT	2
1.1: Definitions	2
1.2: Owner Responsibility and Accountability	2
1.3: Acknowledgment of the "No Tolerance Policy"	2
1.4: Acknowledgment of the Rules and Regulations	3
RULE 2: ADMINISTRATION; ENFORCEMENT; EFFECTIVE DATE	3
2.1: Formation of a Rules Review Committee	3
2.2: Violation Notice	3
2.3: Imposition of Fine	4
2.4: Expulsion of Guests	4
2.5: Sale and Mailing Address Notices	5
2.5.1: Notice of Sale	5
2.5.2: Notice of Change of Mailing Address	5
2.6: Strict Compliance Required; Enforcement	5
2.7: Special Exemption Request	6
2.8: Non-Interference With Management	6
2.9: Vendor Entry Authorization; Deliveries	6
2.10: Assessment Collection Policies	6

2.11:	Inspection of Association Books and Records	7
2.12:	Passkeys	8
RULE 3:	LEASING AND SALE OF UNITS	9
3.1:	Lease Approval Required	9
3.2:	Required Lease Provision	9
3.3:	Lease Approval Procedure	9
3.4:	Leasing Review Criteria	10
3.5:	Joint and Several Liability	10
3.6:	Realtors and Related Sales Activities	11
3.7:	Move-In Fee; Assessment for Damages	11
RULE 4:	UNIT INSURANCE	11
4.1:	Owner Insurance	11
4.2:	Insurance Deductible	12
4.3:	No Impairment of Insurance	12
RULE 5:	UNIT OCCUPANCY	12
5.1:	Maximum Number of Residents	12
5.2:	Written Notice of Change of Residents Required; "Resident" Defined	12
5.3:	Residential Use Only	12
5.4:	Children	12
RULE 6:	UNIT MAINTENANCE AND REPAIR	13
6.1:	Owner Maintenance	13
6.2:	Timely Repairs Required; Emergency Procedures	13
6.3:	Electrical Service Required; Electrical Work and Equipment	13
6.4:	Dryer and Dryer Duct Cleaning	14
6.5:	Plumbing Inspections and Repairs	14
6.6:	Patio and Balcony Areas	15
6.7:	Permitted Hours for Construction Activity	15
6.8:	Interruption of Water Service to Make Repair	15
6.9:	Disturbance of Common Elements	15
6.10:	Remedies for Failure to Maintain Unit	15

RULE 7:	UNIT ALTERATION AND APPEARANCE	16
7.1:	Board Approval Required for All Changes	16
7.2:	Unauthorized Modifications	16
7.3:	Windows	16
7.4:	Signage Prohibited	16
7.5:	Outdoor Clothes Lines/Drying Prohibited	16
7.6:	Certain Screening Prohibited	17
7.7:	Bird Feeders Prohibited	17
7.8:	Wind Chimes Prohibited	17
RULE 8:	USAGE OF EXTERIOR COMMON AND LIMITED COMMON AREAS	17
8.1:	Pool and Jacuzzi Rules	17
8.2:	Grills	17
8.3:	Storage	17
8.4:	Common Area Furniture	17
RULE 9:	USAGE OF INTERIOR COMMON AND LIMITED COMMON ELEMENTS	18
9.1:	Interior Common Elements	18
9.2:	Trash	18
9.3:	Moving	18
9.4:	Storage	18
9.5:	Smoking Prohibited	18
9.6:	Recreational Activities	18
9.7:	Roof Access Prohibited	18
9.8:	Alterations of Exterior Doors Prohibited	18
9.9:	Unit Firedoors; Common Doors and Windows	19
RULE 10:	LIMITED ACCESS SYSTEM	19
10.1:	Card Keys; Radio Transmitters	19
10.2:	Use Precaution When Entering The Property	19
10.3:	Parking Lot Gates	19
10.4:	Limitation of Liability	19

RULE 11:	PARKING; PARKING AREAS AND DRIVEWAYS	20
11.1:	Permitted Parking; Reporting Violations	20
11.2:	Assigned Parking	20
11.3:	Prohibited Parking	20
11.4:	Restricted Vehicles	21
11.5:	Traffic Regulation; Gates	21
11.6:	Repair of Vehicles	22
11.7:	Vehicle Defined	22
11.8:	Presumptive Violations	22
11.9:	Towing	22
11.10:	Limitation of Liability	22
RULE 12:	ANTENNAS AND SATELLITE DISH SYSTEMS	23
12.1:	General Rule	23
12.2:	Permitted Antenna	23
12.3:	Mandatory Requirements for Permitted Antenna	23
12.4:	Additional Limitations on Permitted Antenna	24
12.5:	Owner's Maintenance and Indemnity	25
12.6:	Notification Process; ACC Forms and Required Information	26
12.7:	Prohibited Antenna	26
12.8:	Repealer	26
RULE 13:	OBSTRUCTIONS; NUISANCE OR ANNOYANCE	27
13.1:	Obstructions	27
13.2:	Unsightly or Unkept Conditions	27
13.3:	Nuisance or Annoyance	27
13.4:	Pollutants; Hazardous Materials	28
13.5:	Sound Devices; Excessive Noise	28
RULE 14:	PROCEDURE FOR RESERVATION OF THE RECREATION ROOM FOR A PRIVATE FUNCTION	29
RULE 15:	PETS	29

PART III: ARCHITECTURAL GUIDELINES	32
GUIDELINE 1: PROCEDURAL GUIDELINES	32
1.1: When Approval Required - General Rule	32
1.2: Conditional Exception to Approval Requirement	33
1.3: Scope; Minimum Standards	33
1.4: Review Criteria	33
1.5: Application for Architectural Approval	33
1.6: Conditional Approvals	33
GUIDELINE 2: NON-APPROVAL ITEMS (SEE GUIDELINE 1)	34
2.1: Window Coverings (Windows/Sliding Glass Doors/Solaria)	34
2.1.1: Drapes (Exterior View)	34
2.1.2: Blinds (Exterior View)	34
2.1.3: Shutters (Exterior View)	34
2.1.4: Shades (Exterior View)	34
2.1.5: Stained Glass	34
2.2: Balcony/Patio/Solarium Embellishments	35
2.2.1: Furniture	35
2.2.2: Plants	35
2.2.3: Hanging Items (Ceiling Only)	35
2.2.4: Wall Attachments	35
2.2.5: Flowerbeds	35
2.2.6: Trellises	35
2.3: Floor Coverings (Patio/Balcony/Solarium) If Not Visible to Public	35
2.3.1: Carpet (Exterior Grade for Outdoor Use)	35
2.3.2: Tile (Exterior Grade for Outdoor Use)	36
2.3.3: Brick (For Use on First Floor Only)	36
2.3.4: Paint	36
GUIDELINE 3: SUNSCREENS (WINDOWS/SLIDING GLASS DOORS/SOLARIA)	36
3.1: Sunscreens (Windows/Sliding Glass Doors/Solaria)	36

GUIDELINE 4: BALCONY/PATIO/SOLARIUM EMBELLISHMENTS	36
4.1: Ceiling Fans	36
4.2: Screening Devices	37
GUIDELINE 5: FLOOR COVERINGS (PATIO/BALCONY/SOLARIUM VISIBLE TO THE PUBLIC	37
5.1: Carpet (Exterior Grade for Outdoor Use)	37
5.2: Tile (Exterior Grade for Outdoor Use)	37
5.3: Brick (For Use on First Floor Only)	37
5.4: Paint	37
GUIDELINE 6: SECURITY DEVICES	38
6.1: Entry Doors	38
6.2: Windows/Sliding Doors	38
GUIDELINE 7: UNIT ENTRY DOORS	38
7.1: Locks	38
7.2: Peepholes	38
APPENDIX - FORMS:	
Form 1: Rules Acknowledgment of Owner/Tenant	3
Form 2: Vendor Authorization	6
Form 3: Key Authorization	8
Form 4: Lease Application/Addendum	9
Form 5: Lease Addendum to Brentwood	9
Form 6: Notice of Intent To Install "Conforming Antenna"	26
Form 7: Request for Approval To Install "Non-Conforming Antenna"	26
Form 8: Application for Reservation of Recreational Room For Private Party	29
Form 9: Pet Registration Form and Agreement/Release	30
Form 10: Modification Approval Request	33

BRENTWOOD COUNCIL OF CO-OWNERS

Rules, Regulations and Architectural Guidelines for Brentwood Condominiums

Part I: Introduction; Repealer and Amendments; Effective Date

Introduction:

Brentwood Condominiums is a community of 275 condominium units. Whenever so many unrelated persons live together in a community, it becomes necessary to establish rules and standards to facilitate harmonious living, and, unfortunately, to provide sanctions against those residents whose actions interfere with their neighbors' rights to peaceful enjoyment of their homes. It is the broad purpose of these rules, standards and guidelines to regulate the use of the common areas, promote the safety of residents and their guests, and to protect the value of the property.

These rules, standards and guidelines are promulgated by the Board of Administrators of Brentwood Council of Co-Owners (the "Council" or "Association"). This authority is given to the Board by the Association's governing documents and Texas law, including Section 5n(6) of the Brentwood Condominium By-Laws and Section 82.102(a) of the Texas Uniform Condominium Act. If you observe a resident or guest violating one of the established rules, standards or guidelines, please courteously point out to the violator that the rules exist and should be followed for the common good. If the violation continues, report the incident to the management staff. Written complaints containing pertinent facts will be especially useful in supporting the Board's actions if it becomes necessary to impose sanctions against the violator.

The information in this handbook should be read in conjunction with the Condominium Declaration for Brentwood, the Brentwood Condominium By-Laws, and the Association's other governing documents. All Residents are required to abide by these documents, whether or not they have been read. Copies of these documents are available from the Brentwood office.

Repealer; Amendments:

These rules supercede any previously adopted rules on the same subject matter. These rules are subject to amendment by the Board from time to time and at any time. 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 were presented to the owners at a meeting noticed and held on June 4, 2003 in accordance with Section 82.070 of the Texas Property Code, and were duly adopted by the Board of Administrators on July 23, 2003, to be effective from and after the 1st day of September, 2003.

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. In addition, the term "**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 and applicable provisions thereof regarding the use, maintenance, repair, replacement, modification or appearance of any properties within the condominium project, including each unit, or any rights, responsibilities or obligations of any owners pertaining thereto or to the Association, and 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 lawful amendments to any of the foregoing.

1.2 Owner Responsibility and Accountability:

Owners are completely and solely responsible and accountable for informing and educating themselves, and 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, and any guests or visitors associated with the unit. Each tenant is responsible for their guests or visitors associated with the unit. **Owners and tenants are jointly and severally responsible for fines for non-compliance, and for payment of compliance costs (including attorneys fees) and the cost of repairs which are assessed to the unit in accordance with these rules or other governing documents. Everyone on Association property is required to adhere to the Association's rules and other governing documents.**

1.3 Acknowledgment 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 (10) day grace period will be allowed to cure a violation and avoid a fine unless the unit owner has been given notice and opportunity to cure a similar violation 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 attorneys fees, incurred regarding violations which in many cases will approach, and in some cases will substantially exceed, \$3,500.00.**

1.4 Acknowledgment of the Rules and Regulations:

All owners and tenants must sign a copy of the acknowledgment form regarding these rules (**Appendix - Form 1**) and return the signed copy to the Association management company. A signed form must be submitted to the Association's management company on the earlier to occur of prior to move in or 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 signed form will result in a \$75.00 fine as to each Association notice that is required to be sent to obtain 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. The purposes of the committee are (i) to periodically survey the project and to notice for and report violations of these rules or other governing documents to the Board, and (ii) to review appeals submitted by owners regarding violation notices, and to issue recommendations as to same to the Board. Such a committee can be established or dissolved by a majority decision by the Board.

2.2 Violation Notice:

2.2.1 The Association's management company or legal counsel for the Association shall provide written notice to the owner (a "Violation Notice"). As to any violation of these rules or other governing documents, or other circumstance giving rise to liability of a unit owner for a fine or charges for property damage. If applicable, the Violation Notice must be given to the owner's tenant, and in such case references in this rule to owner includes the owner's tenant.

2.2.2 The Violation Notice must:

- (a) describes the violation or property damage and states the amount of the proposed fine or damage charge;
- (b) states 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) allows the unit owner a reasonable time, by a specified date, to cure the violation and avoid the fine unless the unit owner was given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) months.

2.2.3 A copy of the Violation Notice may be given to any owner or lessee of the applicable unit.

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

2.2.5 Except in case of an emergency, at least thirty (30) days from the date of a first Violation Notice must be allowed to cure a violation and avoid the fine.

2.2.6 A request for hearing must be submitted in writing not later than thirty (30) days from the date of the Violation Notice by the owner of record and/or tenant for the unit. The request must be in writing, dated, and directed to the party who sent the Violation Notice. The request must state at least generally all reasons for the party who sent the Violation Notice. The Board in its sole discretion has the power to waive or reduce the amount of the fine depending on the circumstances submitted. A notification of the decision(s) will be issued to the owner within a reasonable time after the review meeting. Some fines such as vandalism or tampering with Association property (elevators, fire alarms, fire extinguisher, boilers, air conditions, gates, doors, or locks) or other violations determined by the Board will carry an automatic fine.

2.3 Imposition of Fine:

In addition to all other rights and remedies which the Association may elect to pursue and except as otherwise expressly provided in a specific rule, violations of these rules or of any other governing documents are subject to the fines set forth below. "**First violation**" per the schedule means the violation as noted in the first notice of the violation. "**Second**" and "**subsequent**" violations refer to violations as noted in each notice as to the same or any similar violation sent within twelve (12) months of the first violation notice, or to all subsequent violation notices after a second violation notice until the violation is fully cured.

Schedule of Fines

NOISE/NUISANCE VIOLATIONS

First Violation	\$	25.00
Second Violation	\$	35.00
Subsequent Violations	\$	50.00

PET VIOLATIONS

First Violation	\$	25.00
Second Violation	\$	40.00
Subsequent Violations	\$	60.00

PARKING VIOLATIONS

First Violation	\$	25.00
Second Violation	\$	50.00
Subsequent Violations	\$	75.00

OTHER VIOLATIONS

First Violation	\$	25.00
Second Violation	\$	35.00
Subsequent Violations	\$	50.00

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 other governing documents as determined by the Board, including for fighting, or making loud noises, damage or destroying common elements property, or generally creating a nuisance or other disturbance.

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 after the date of conveyance, including in such notice the full name(s) of all persons or entities purchasing the unit and their respective mailing address(es) if different from the unit address, and the full name and telephone number of a contact person in general and if different than the general contact person, the full name and telephone number for an emergency contact person.

2.5.2 Notice of Change of Mailing Address: In the event an owner relocates to an address other than the unit address, it is the owner's responsibility to notify the Association in writing of the new mailing address within ten (10) days of relocating. All legal fees, title work, or locator fees that result due to the owner's failure to properly notify the Association of a change of mailing address will be assessed to the owner. The owner is responsible for the burden of proof that proper notice of change of address was provided to the Association. The Association recommends that all notices of change of address be submitted via certified mail.

2.6 Strict Compliance Required; Enforcement:

2.6.1 Each owner and each owner's tenants, by acquisition or of any right, title or interest in any unit, covenant and agree to be bound by and to strictly comply with all rules, restrictions, covenants, conditions and easements as set forth in these rules, in the Declaration and in all other governing documents as same may from time to time or at any time be hereafter amended.

2.6.2 The Association, its successors and assigns, have the right to enforce observance and performance of all rules, restrictions, covenants, conditions and easements set forth in these rules, in the Declaration and in other governing documents, and in order to prevent a breach thereof or to enforce the observance or performance thereof have the right, in addition to all legal remedies, to an injunction either prohibitive or mandatory.

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 in trespass or otherwise.

2.6.4 Failure of the Association to enforce any of the provisions of these rules, the Declaration or any other governing documents will in no event be deemed a waiver of the right to do so thereafter (including without limitation as to the same or similar violation whether occurring prior or subsequent thereto). 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 documents.

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) as to 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, or their respective representative, agent or employee, shall direct, supervise, or in any manner attempt to assert any control over the employees, agents, vendors or any other representatives or personnel of the Association. Complaints regarding the management or servicing of the project or any particular condominium unit must be made in writing and either mailed to the Association or its management company or delivered to the on-site manager's office. **Any services may be suspended due to interference disruptive to the management and operation of the Association and project as determined by the Board.**

2.9 Vendor Entry Authorization; Deliveries:

Service and repair personnel for any unit and persons making deliveries to any unit may not enter Brentwood Condominiums unless specifically authorized by the Unit Owner or tenant in advance. ENTRY MAY BE DENIED UNLESS A VENDOR AUTHORIZATION FORM (**Appendix - Form 2**) IS PROPERLY COMPLETED AND SIGNED BY THE OWNER OR TENANT OF THE APPLICABLE UNIT AND DELIVERED TO THE OFFICE PRIOR TO ENTRY. SUPPLIES, GOODS, AND PACKAGES OF EVERY KIND ARE TO BE DELIVERED TO THE UNITS ONLY THROUGH THE MAIN ENTRY FOR BRENTWOOD CONDOMINIUMS AND BY ELEVATORS AS DESIGNATED BY THE BOARD OF ADMINISTRATORS FOR THAT PURPOSE.

2.10 Assessment Collection Policies:

2.10.1 Assessments for common expenses are due and payable monthly, 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 automatically suspended as to each unit during any period during which any amounts due to the Council of Co-Owners are delinquent for more than thirty days. Such suspension applies to the owner(s) of the applicable unit and their tenants, if any, and the respective guests and invitees of such owner(s) and/or tenant(s).

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

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

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

2.10.6 All payments are deemed made upon the date of receipt of the payment by the Council of Co-Owners or its authorized agent. All payments received shall be applied first to payment of compliance costs, including attorney's fees, then to payment of late charges, then to payment of accrued interest, then to payment of any other amounts due to the Council of Co-Owners other than assessments, and finally to payment of assessments. Payments shall be applied within each of the foregoing categories to the oldest charges on the account as far as the payment can be applied on a first-in, first-out basis.

2.11 Inspection of Association Books and Records:

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

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

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

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

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

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

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

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

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

2.12 Passkeys:

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

2.12.2 If any key or keys are entrusted by an owner or owner's tenant, or any respective agent, servant, employee, licensee, or visitor of either, to any officer, director, agent or employee of the Association or its management company, whether for a unit, automobile, trunk, or other item of personal property, the entrusting of the key shall be at the sole risk of the owner, tenant or other person as aforesaid.

2.12.3 This rule shall not in any manner be construed as requiring the Association or its management company to at any time accept custody of any passkey or to grant or deny access thereby.

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** thereof, and this **Rule 3**.

3.2 Required Lease Provision:

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

- (1) All leases shall be in writing.
- (2) No lease shall be for transient or hotel purposes.
- (3) No lease shall cover less than the entire unit.
- (4) Unless otherwise permitted in writing by the Board, no lease shall be for an initial term of less than six (6) 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 be (whether or not so stated therein), and every lease shall specifically state that (i) the lease is subject in all respects to all the terms and provisions of the Declaration, these rules and all other governing documents, and the lessee(s) agree(s) to abide and be bound by the provisions thereof; and (ii) any violation of the Declaration, these rules (including all terms of the Addendum to Brentwood Lease as hereafter set forth) and any other 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.

3.3 Lease Approval Procedure:

3.3.1 Lessor must obtain the current Lease Approval Request (**Appendix - Form 4**) and Addendum to Brentwood Lease (**Appendix - Form 5**) from the manager's office. The Lease Approval Request must be fully completed, the Lease Approval Request and the Addendum to Brentwood Lease must be dated and signed **by Lessor and Lessee, in duplicate**, and both must be submitted with copies of the proposed lease attached as hereafter provided.

3.3.2 Lessor shall submit the documents as required by **Rule 3.3.1** above, plus a moving fee of \$300.00 as required by **Rule 3.6**, to the on-site manager or the Association's management company for review and processing at least ten (10) business days prior to the intended effective date of the proposed 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. The on-site manager shall review and prepare for Board action the documents and deposit submitted by lessor. Manager shall submit lessor's lease documents to the Board with recommendations for action, including as to approval or disapproval.

3.3.4 The Board shall either approve or disapprove the proposed lease within ten (10) business days after receipt of the items required by **Rule 3.3.1**, and shall promptly thereafter notify the applicant(s) as to its decisions. The Board may from time to time designate a representative to act in its stead. Approval may be conditional upon use and execution of a particular lease form or lease addendum(s) (in addition to the Addendum to Brentwood Lease), payment to the Association of a security deposit, or such other reasonable conditions which may be required by the Board. Disapproval may be based on lack of sufficient information, incorrect information, or inadequate documentation in which case the disapproval shall state the additional information and/or documentation required. If the Board fails to approve or disapprove a properly submitted lease not later than ten (10) business days after receipt, then approval of the lease is not required but lessor and lessee must nonetheless fully comply with all other applicable provisions of the condominium declaration, these rules and all other governing documents.

3.3.5 If the Board disapproves lessor's lease documents, lessor shall be so advised in writing, with the reasons for disapproval to be stated therein and the moving fee to be returned therewith. If the Board approves lessor's lease documents, the President or Secretary, or the Board's designated representative, shall execute so indicate on the Lease Approval Request and sign same in duplicate. One signed set of the lease documents shall be returned to the lessor and the other set shall be filed in the office records. No lease is valid unless the procedures set forth herein have been followed and the Board has given its approval.

3.4 Leasing Review Criteria:

3.4.1 The Board (Lease Review Committee) shall consider the following criteria in determining whether to approve or disapprove a proposed tenant and rental agreement:

- (1) whether the written rental agreement is in proper form and all required information is submitted;
- (2) the number of individuals which are proposed to occupy the unit and the size of the unit; and
- (3) whether the tenant is credit worthy and appears to be financially able to afford the rent.

3.4.2 The Board (Lease Review Committee) shall not consider nor shall they request any information on the following subjects:

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

3.5 Joint and Several Liability:

Lessor(s) and lessee(s) are jointly and severally responsible and liable for the observance and performance of all of the terms and provisions of the governing documents, including without limitation as set forth in these rules. Without limitation of the foregoing, lessor(s) and lessee(s) are joint and several liability for all damages, costs and expenses resulting from any violation by either or by their respective family members, guests, servants, agents or employees, for all fines and assessments imposed hereby, and with respect to all other rights and remedies regarding enforcement of these rules and all other governing documents.

3.6 Realtors and Related Sales Activities:

Owners may sell or lease their units either through their own efforts or with the assistance of a realtor. However, Brentwood office and maintenance personnel may not be asked to show units, manage leased units, or in any other way provide special services to owners trying to lease or sell their units. Realtors' signs may not be placed in windows or elsewhere on the condominium property. Realtors may not be provided with card-keys or radio transmitters. Realtors are not to be allowed to park in the interior of the property. During office hours, realtors showing units must check in with the manager's office. After office hours, 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.

3.7 Moving Fee; Assessment for Damages:

A non-refundable moving fee of \$300.00 shall be paid to the Association by the owner of a unit each time any resident moves in to a unit. The moving fee applies whether the move-in is by a tenant or by an owner moving in to or back to the unit. The moving fee helps to cover additional on-site management and maintenance costs which routinely result from a moving and the subsequent move-out. In addition to the moving fee, costs for maintenance or repair exceeding routine move-in/move-out wear and tear will be charged to the applicable unit owner and their tenant.

RULE 4: UNIT INSURANCE

4.1 Owner Insurance:

IT IS THE RESPONSIBILITY OF EACH OWNER, AT SUCH OWNER'S SOLE COST AND EXPENSE, TO PROVIDE HOMEOWNER'S PROPERTY AND LIABILITY INSURANCE, THEFT AND OTHER INSURANCE COVERING THE CONTENTS OF EACH OWNER'S UNIT, PERSONAL PROPERTY DAMAGE AND LOSS, AND ANY OTHER CASUALTY,

DAMAGE, INJURY OR LOSS NOT EXPRESSLY COVERED BY ASSOCIATION INSURANCE AS REQUIRED BY **ARTICLE XI** OF THE DECLARATION. EACH OWNER MAY ALSO PURCHASE OTHER ADDITIONAL OR SUPPLEMENTAL COVERAGE SUBJECT TO APPLICABLE PROVISIONS OF **ARTICLE XI(G)** OF THE DECLARATION. INSURANCE REQUIREMENTS IMPOSED BY THE DECLARATION AND ANY OTHER GOVERNING DOCUMENTS DO NOT CONSTITUTE ANY REPRESENTATION OR GUARANTY AS TO ADEQUACY OF COVERAGE.

4.2 Insurance Deductible:

THE BOARD SHALL FROM TIME TO TIME DETERMINE THE AMOUNT OF DEDUCTIBLES AS TO ALL POLICIES. EACH OWNER IS SOLELY AND WHOLLY RESPONSIBLE FOR PAYMENT OF ALL APPLICABLE DEDUCTIONS.

4.3 No Impairment of Insurance:

Nothing can be done or kept in any unit or common element which would increase the rate of insurance for the property or result in the cancellation of insurance for any unit or common element.

RULE 5: UNIT OCCUPANCY

5.1 Maximum Number of Residents:

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

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

Any change in the residents of a unit must be reported to the Association's management company or the on-site manager in writing within ten (10) days after the change. Any person, including any child over the age of six (6) months, 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, as private residences, and no more than one single family may occupy each unit. No industry, business, trade or commercial activities other than home professional pursuits without employees, public visits or nonresidential storage, shall be conducted, maintained or permitted in any part of a unit.

5.4 Children:

5.4.1 To the extent applicable, children must fully comply with these rules and other applicable governing documents; including without limitation **Rule 13**. As used herein "child" or "children" means any person under age fourteen (14), or who is living with or under the supervision of a parent or guardian or otherwise not emancipated as to same.

5.4.2 Children shall not be permitted to enter or to play in vacant units. Children shall not play or otherwise loiter in or on the halls, vestibules, stairways, sidewalks, parking areas or any of the exterior landscaped areas. Children shall not 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 Directors may, in its sole discretion, designate specific areas in which specific vehicles or devices may be ridden or operated by children.

5.4.3 Toys shall be removed from common elements and limited common elements when not in use by the Child owning same. Any unattended toys left in or on the common elements or limited common elements shall be deemed abandoned and discarded as litter.

5.4.4 All owners and/or occupants shall insure that their children and the children of any of their guests or invitees are properly supervised at all times, and shall not permit such children to roam about the property or to engage in any activity or conduct that will cause damage to or require additional maintenance of any of the common elements or limited common elements, including landscaped areas and recreational facilities, or which is otherwise in violation of the Declaration, these rules or other Governing documents.

5.4.5 The parent(s), guardian(s) or other person(s) with whom any child resides upon the property or who are otherwise legally responsible for the care and custody of a child shall be responsible for ensuring such child and the children of such persons' 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 by any such child.

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. **Owners and tenants are reminded that if the malfunction of an appliance or plumbing fixture within a unit results in damage to other units or to any common elements or other common property, the owner and tenant of the unit from which the damage resulted will be liable for payment of all cost of repair and all other such damages.**

6.2 Timely Repairs Required; Emergency Procedures:

Owners are responsible for establishing an emergency procedure for repairing items which are the owner's responsibility. Tenants should have names and numbers of the vendors to call in the event of an emergency. Owners are responsible for timely repair of all items which are the responsibility of the owner. Failure to repair a broken item on a timely bases that is causing or may cause damage to common elements will result in a fine. In the event that the repair item is damaging another unit or common/limited common elements, 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 provided by HL&P or the authorized provider. The use of generators, candles, or other open fire as a substitute for electricity is prohibited.

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

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

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

6.4 Dryer and Dryer Duct Cleaning:

Each owner is required to (i) do all things necessary to, or to obtain the services of a qualified professional to, inspect and clean the dryer and dryer duct, and to 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 and free from leaks and drips. Owners and their tenants are responsible for all damages to their unit, to any other unit, and to any general or limited common elements caused by any water leak emanating from the owner's unit, regardless of negligence of the Owner or their tenant. Owners and tenants must conduct regular inspections to insure that all plumbing fixtures are properly maintained, repaired and replaced, as needed, and must promptly perform all maintenance, repair or replacement. Owners and/or their tenants must also promptly obtain, or pay all costs for obtaining, any needed maintenance, repair or replacement regarding all damages caused by any water leak emanating from their unit, and shall fully cooperate with the owner and/or tenant of the affected unit(s) and/or the Association, as applicable, as to same (including providing of all applicable insurance information and contacts). The owner of the damaged unit(s) or the Association, as appropriate, shall have the option as to whether the owner or tenant who caused the water damage repairs same or pays the costs thereof.

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 needs work, in whole or in part. The cost of any inspection, labor and plumbing parts and any other work performed by the Association, may be charged back to the owner and their tenant. If the Board opts not to make the repair, a fine of \$5.00 per day (or as otherwise set by the Board) may be assessed until the repair is completed and the damaged areas repaired. In the case of an emergency, the Board or management and their agents or employees may enter any unit or limited common element and perform all work deemed necessary to stop a water leak or otherwise mitigate water damage without liability for trespass or otherwise, and all costs thereon shall be charged to the applicable unit owner and their tenant.

6.5.3. Owners and their tenants must immediately report to the Association or management, in writing, any and all water leaks and any other condition which might reasonably be expected to cause any water leak or damage. Owners and tenants who fail to report as aforesaid shall be liable for all costs of maintenance, repair or replacement that result from such failure to report.

6.6 Patio and Balcony Areas:

Patio and balcony areas must be maintained at all times. Light fixtures must be well maintained. These areas are not to be used for storage. No boxes, trash, furniture designated for indoor use, refrigerators, freezers, appliances or unsightly materials shall be on patios or balconies. Patios and balconies shall have a neat appearance at all times.

6.7 Permitted Hours for Construction Activity:

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

6.8 Interruption of Water Service to Make Repair:

Owners are responsible for immediately repairing any item that is damaged while making a repair. The management company must be notified of any interruption in water service. Non-emergency repairs must be scheduled Monday - Friday from 10:00 a.m. - 2:00 p.m. and approved by the management company. A licensed plumber must be used to interrupt service to the hot water lines. Failure to notify the management company prior to interrupting the service will result in a fine of \$75.00. Damage caused to boilers, pipes or otherwise due to an owner's interruption of service will result in a fine of \$75.00 plus the cost of repairing the damaged item.

6.9 Disturbance of Common Elements:

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

6.10 Remedies for Failure to Maintain Unit:

At the Board's discretion and without prior written notice, owners that fail to maintain their units are subject to having the Association repair the item and the areas damaged by the malfunctioning part, fixture, or appliance. The cost of the repair and a fine may be assessed to the owner for failure to maintain their unit. 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 In accordance with **Article X(C)** of the Declaration and **Guideline 1** hereof but without limitation thereof, no owner/tenant or any other occupant of any unit, or any other person, shall make alterations, modifications, or improvements 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 an alteration requiring board approval. No approval shall be granted without the submission of complete plans and specifications showing the nature, kind, shape, size, materials, color and location of the same, including when applicable as to harmony of external design and location in relation to the surrounding structures and topography.

7.1.2 Except as provided in **Guideline 1.6** regarding conditional approvals, no approval by the Board (conditional or otherwise) shall alter the maintenance repair or replacement obligations of any Owner or tenant under any Governing documents, including without limitation the obligations imposed by Article X(A)(2) of the Declaration. No approval (conditional or otherwise) and no publication of architectural guidelines may ever be construed as representing or implying that, or as a covenant, representation, warranty or guaranty that, if followed, the modification will comply with applicable legal requirements, or as to any matters relating to the health, safety, workmanship or suitability for any purpose of the modification.

7.2 Unauthorized Modifications:

If any matter which is subject to **Rule 7.1** (a "modification") is undertaken, commenced or completed without approval obtained in accordance with these rules or other applicable Governing documents, then (i) the Board may at any time require removal or alteration of the modification, in whole or in part, and restoration of any part of the unit or other property affected by the unauthorized modification, and (ii) the applicable owner and/or owner's tenant shall be deemed to have fully assumed all maintenance, repair and replacement obligations concerning the modification (and any properties affected thereby as reasonably determined by the Board). The foregoing is in addition to any other rights or remedies of the Association regarding the unauthorized modification.

7.3 Windows:

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

7.4 Signage Prohibited:

The display for public view of any advertisements, posters, or signs of any kind by a resident on the common property, limited common property, or from a window is prohibited.

7.5 Outdoor Clothes Lines/Drying Prohibited:

Outdoor clotheslines and outdoor drying of clothing are prohibited anywhere on the property. Clotheslines or similar devices are not allowed outside of a unit or inside a unit at any location that is visible from outside the unit.

7.6 Certain Screening Prohibited:

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

7.7 Bird Feeders Prohibited:

No bird feeders of any kind are permitted on any balcony, patio or solarium, on any other common element or other part of Brentwood Condominiums, or at any location within a unit so as to be visible from the exterior of the unit.

7.8 Wind Chimes Prohibited:

No wind chimes, bells, wind socks, chinese kites or similar apparatus are permitted outside any unit on any balcony, patio or solarium, or on any other common element or other part of Brentwood Condominiums.

RULE 8: USAGE OF EXTERIOR COMMON AND LIMITED COMMON AREAS

8.1 Pool and Jacuzzi Rules:

Rules for the swimming pools and jacuzzi are posted at these 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 areas to the swimming pools and jacuzzi. Babies and toddlers must be dressed in appropriate swim wear (not nude and no regular diapers); swim pants are required.

8.2 Grills:

Grills are available in certain courtyards. All residents using the grills should cooperate by cleaning them after use. The grill should be turned off when cooking is complete.

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. Use of hibachis or other barbecue equipment on patios, balconies, or solariums is strictly prohibited by municipal fire ordinances. 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. Garden hoses and other personal possessions may not be left on the general common elements.

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

8.4 Common Area Furniture:

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

RULE 9: USAGE OF INTERIOR COMMON AND LIMITED COMMON ELEMENTS

9.1 Interior Common Elements:

The public halls, walkways, stairways, and elevators are to be used for no purpose other than normal transit. Therefore, a resident may not place or cause to be placed in these areas any furniture, packages, or objects of any kind that would inhibit normal transit.

9.2 Trash:

Residents should not place rubbish, trash, garbage, or other waste material in hallways or any other common areas. Brentwood does not provide garbage pick-up service; it is each resident's responsibility to transport his or her garbage to the common garbage rooms in the interior parking areas. Garbage should be placed in sturdy bags before transporting it to the common garbage rooms.

9.3 Moving:

Moving in or out must be accomplished without using the elevators or carrying possessions through the lobbies. A sign showing the unit number of the resident moving in or out must be posted on the van or other vehicle so that those whose parking spaces are blocked can locate the resident if necessary.

9.4 Storage:

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

9.5 Smoking Prohibited:

Smoking in the hallways and elevators is a fire hazard and is strictly prohibited.

9.6 Recreational Activities:

The recreation room over the lobby at 2425 Underwood is available for use by residents under rules promulgated by the Board of Administrators. A refundable deposit is required. Any resident wishing to use the recreation room should contact the manager. Jogging, running, and other forms of exercise are prohibited in common areas within the buildings.

9.7 Roof Access Prohibited:

Access to the roof by residents is prohibited.

9.8 Alterations of Exterior Doors Prohibited:

The exterior surface of unit doors facing into common or limited common areas is limited common property. 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 in actual use for their intended purpose. Common doors and common windows in hallways and other common elements must be kept closed at all times.

RULE 10: LIMITED ACCESS SYSTEM

10.1 Card Keys; Radio Transmitters:

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

10.2 Use Precaution 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 to not to permit others into the project. This is the only way to maximize the effectiveness of the limited access system. When approaching the parking lot gates, do not use the radio transmitter until you reach the gate and can see that no other vehicle is in front of you. Using the transmitter to admit other vehicles which have arrived at the gate before you defeats the limited access system.

10.3 Parking Lot Gates:

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

10.4 Limitation of Liability:

NOTICE: The maintenance of the limited access system, the providing of any patrol, surveillance or other service or device, and/or the providing of or any other dissemination of information, devices or services intended to or which may have the effect of, providing or enhancing safety or security (collectively referred to as "Security Services") may never be construed as (i) an undertaking by the Council of Co-Owners or any of its officers, directors, agents or employees, to provide personal security as to any Owner or tenant, or their respective family members, guests or invitees, or as to any other person, or (ii) a representation or undertaking that any Security Services will be continued, or (iii) a representation, guarantee or warranty that the presence of any Security Service will in any way increase personal safety or prevent personal injury or property damage due to negligence, criminal conduct or any other cause. SECURITY IS THE SOLE RESPONSIBILITY OF LOCAL LAW ENFORCEMENT AGENCIES AND INDIVIDUAL OWNERS AND THEIR TENANTS, AND THEIR RESPECTIVE FAMILY MEMBERS, GUESTS AND INVITEES.

RULE 11: PARKING; PARKING AREAS AND DRIVEWAYS

11.1 Permitted Parking; Reporting Violations:

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

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

11.1.2 Private, unassigned parking spaces for Brentwood Residents and guests only is permitted 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 is permitted inside the property with access off Kelving Drive. Brentwood parking stickers are required on 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 on-site manager's office for immediate attention. Residents can call the Brentwood Office number at any time during the day or night to report parking problems.

11.2 Assigned Parking:

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

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

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

11.3 Prohibited Parking:

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

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

11.4 Restricted Vehicles:

11.4.1 No boat, mobile home, trailer, boat rigging, truck larger than a three-quarter ton pick-up, recreational vehicle, bus, unused vehicle, inoperable vehicle of any kind (including any vehicle requiring same which does not have both a current and valid license plate and current and valid state inspection sticker), and no unsightly vehicle as determined in the sole opinion of the Board, may be parked, stored or kept at anytime within Brentwood Condominiums unless prior written approval of the Board is obtained.

11.4.2 No inoperable or unlicensed vehicles shall be parked, stored, or kept in any parking space or at any other location within Brentwood Condominiums. Inoperable 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 as to appear inoperable;
- (D) vehicles not driven regularly deemed to be in storage;
- (E) vehicles without license plates and/or inspection stickers;
- (F) vehicles with expired license plates and/or inspection stickers; or
- (G) vehicles without a Brentwood Condominium parking sticker.

Vehicles contrary to any of the above shall be noted by regular inspection and shall be 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 when going directly from a parking area to a point outside the Property, or from a point outside the Property directly to a parking area. Motorcycles, motor scooters and similar vehicles may be parked only within a resident's assigned parking space. Otherwise, such vehicles must be parked outside the enclosed parking area. Bicycles may be stored in bicycle racks designated for such use from time to time by the Board, if any, or within the resident's unit. The Association accepts no responsibility for bicycles stored in the bicycle racks. Motorcycles, motor scooters, bicycles and similar vehicles may not be parked or placed 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 other written authorization of the Board.

11.5 Traffic Regulation; Gates:

Traffic flow within the secured parking area is one-way as marked. The speed limit within the secured parking area is 10 miles per hour. Entering through the exit gate or leaving

through the entrance gate is hazardous and prohibited. Any damage to the gates caused by misuse will be the financial responsibility of the owner causing the damage. Gate malfunctions may be reported 24 hours a day by calling the on-site manager's office.

11.6 Repair of Vehicles:

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

11.7 Vehicle Defined:

As used in this **Rule 11**, "**vehicle**" means a device in, on, or by which a person or property may be transported, including an operable or inoperable automobile, truck, motorcycle, recreational vehicle, and trailer.

11.8 Presumptive Violations:

Repairs or other work extended over a period exceeding eight hours is conclusively presumed not to be "temporary". Any vehicle is conclusively presumed to be "unused" or "inoperable" 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. The provisions hereof do not prejudice the right of the Board to otherwise establish a violation. The Board may grant reasonable exceptions to the foregoing upon receipt of written request from an Owner or their tenant.

11.9 Towing:

11.9.1 The Board or its designated representative may cause any vehicle which is parked, stored or maintained in violation of this **Rule 11** or other governing documents to be removed from the property to any vehicle storage facility within Harris County, Texas at the sole cost and expense of the person owning such vehicle (whether or not such person is an owner) and/or the owner as to whom such person is a tenant, visitor, guest, invitee or other related party. Any such removal may be in accordance with any applicable statute or ordinance, including Chapter 684 of the Texas Transportation Code, as amended.

11.9.2 If a vehicle is parked in an assigned parking space without the authorization of the owner (or owner's tenant) to whom such space has been assigned, but is otherwise in compliance with this Rule 11 and other applicable governing documents, in such case only the owner (or the owner's tenant) may have the vehicle towed. The Association and its employees have no authority to tow any such vehicle. In all other situations only the Association acting through its Board or Management has the authority to place warning signs on vehicles and have vehicles towed from the property.

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 AS TO 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 General Rule:

A "Conforming Antenna" is a "Permitted Antenna" as defined in **Rule 12.2** which complies with the location, installation, and other requirements of **Rules 12.3 and 12.4**. Installation of a Conforming Antenna may start as soon as a notification form has been properly completed and submitted to the Association as hereafter provided. All other Permitted Antenna and any other type of antenna, "dish", and any other device used for transmission or receipt of video programming, fixed wireless signals as defined by the FCC, or any other signals or data (a "Non-Conforming Antenna") are prohibited as provided in **Rule 12.7** or may be installed only if the prior written approval of the Association is obtained in accordance herewith and **Article X(C)** of the Condominium Declaration for Brentwood.

12.2 Permitted Antenna:

To the extent required by the federal Telecommunications Act of 1996 or other applicable statutes, and subject to other applicable provisions of this Rule, the following types of antenna (including mast, cabling, supports, wiring, fasteners and other accessories necessary for proper installation, maintenance and use) are permitted ("Permitted Antenna"):

12.2.1 a "dish" antenna that is one meter (39.37") or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite services, or to receive or transmit fixed wireless signals via satellite,

12.2.2 an antenna that is one meter or less in diameter or diagonal measurement and is designed to receive video programming services via MMDS (wireless cable), or to receive or transmit fixed wireless signals other than via satellite; and

12.2.3 an antenna that is designed to receive local television broadcast signals (an antenna designed to receive distant over-the-air television signals is *not* a Permitted Antenna).

12.3 Mandatory Requirements for Permitted Antenna:

A Permitted Antenna is a Conforming Antenna only if all of the following requirements are met.

12.3.1 NO PERMITTED ANTENNA, OR ANY CABLE, WIRE, MAST OR OTHER PART THEREOF, MAY BE ERECTED, PLACED OR MAINTAINED AT ANY LOCATION WITHIN THE BRENTWOOD CONDOMINIUMS EXCEPT FOR A PERMITTED ANTENNA WHICH IS LOCATED WHOLLY WITHIN THE PATIO OR BALCONY OF THE USER'S UNIT. NO PART OF A PERMITTED ANTENNA MAY AT ANY TIME EXTEND OUT BEYOND ANY BOUNDARY OF THE PATIO OR BALCONY WITHIN WHICH LOCATED.

12.3.2 PERMITTED ANTENNA MAY NOT BE ATTACHED TO ANY EXTERIOR WALL, ROOF OR CHIMNEY, OR TO ANY PART THEREOF (SUCH AS EAVES OR SOFFITS), OR TO ANY OTHER COMMON ELEMENT, AND THERE SHALL BE NO PENETRATION OF OR DRILLING THROUGH ANY SUCH AREA. THE FOREGOING ATTACHMENT OR PENETRATION PROHIBITIONS INCLUDE, WITHOUT LIMITATION, ALL EXTERIOR WALLS LOCATED WITHIN A PATIO OR BALCONY, AND APPLIES TO ANY AND ALL ASPECTS OF THE INSTALLATION MAINTENANCE OR USE OF A PERMITTED ANTENNA.

12.3.3 A PERMITTED ANTENNA SHALL BE NEITHER LARGER NOR INSTALLED HIGHER THAN IS ABSOLUTELY NECESSARY FOR RECEPTION OF AN ACCEPTABLE QUALITY SIGNAL.

12.3.4 A Permitted Antenna shall not encroach upon any other unit, nor upon any common elements, nor upon any other property outside of the patio or balcony upon which the Permitted Antenna is located.

12.3.5 A Permitted Antenna must serve only the particular unit at which it is located, and may not be located other than at the unit so served as otherwise permitted by these rules.

12.3.6 No more than one Permitted Antenna providing the same service may be installed per unit.

12.3.7 *IT IS RECOMMENDED THAT ALL PERMITTED ANTENNAE BE PROFESSIONALLY INSTALLED.* CUSTOMER-END PERMITTED ANTENNA DESIGNED TO **TRANSMIT** FIXED WIRELESS SIGNALS **MUST BE** INSTALLED BY A QUALIFIED PROFESSIONAL INSTALLER IN ACCORDANCE WITH ALL MANUFACTURER'S INSTRUCTIONS, AND WITH APPLICABLE CODES, ORDINANCES, RULES, AND REGULATIONS TO MEET FCC STANDARDS FOR FREQUENCY EMISSION.

12.3.8 Permitted Antenna must be installed, and at all times maintained and used, in a manner which will not cause any distortion or interference whatsoever with respect to any other electronic device in Brentwood Condominiums.

12.3.9 To prevent electrical or fire damage or personal injury or property damage, Permitted Antennae (i) must be permanently and effectively grounded, (ii) must not be placed where same may come into contact with electric power lines (above ground or buried), and (iii) must be installed and securely attached to withstand wind speeds of at least 70 m.p.h., heavy rain, and similar adverse weather conditions.

12.4 Additional Limitations on Permitted Antenna:

The following limitations apply to installation and maintenance of Permitted Antenna except to the extent compliance would (i) unreasonably delay or prevent installation, maintenance or use; (ii) unreasonably increase cost of installation, maintenance, or use; or (iii) preclude reception of an acceptable quality signal. A Permitted Antenna is a Conforming Antenna only if all of the following requirements are met; provided, if installation, maintenance, or use would be impaired as aforesaid by compliance with any of the following limitations, then compliance must be as close as possible. Notwithstanding the foregoing regarding unreasonable cost increase, the Association shall have the option of removing any such objection by payment of the added cost.

12.4.1 If feasible, Permitted Antenna must be installed wholly inside of the user's unit.

12.4.2 Permitted Antenna must be located so as not to be visible from any frontage or side street, and to the extent feasible, so as not to be visible from any other street. In all other respects, Permitted Antenna must be installed in such manner as to minimize the visibility and visual impact of same from other units and any recreational common area.

12.4.3 No advertising slogans, logos, banners, signs or any other printing or illustration whatsoever shall be permitted upon or be attached to the Permitted Antenna. The foregoing does not prohibit an inconspicuous manufacturer's logo placed on an antenna as part of the original manufacturing of the antenna.

12.4.4 Permitted Antenna shall be a solid color consisting of whichever one of the following colors best conforms with the color scheme of the exterior brick walls of the area within which the Permitted Antenna is located: soft white, cream, brown, gray, or tan. Exterior wiring shall be installed so as to not be visible from any street and otherwise so as to be minimally visible and blend into the material to which attached. The Association may require screening or other camouflaging in order to otherwise minimize visibility of any Permitted Antenna.

12.5 Owner's Maintenance and Indemnity:

12.5.1 Permitted Antenna must be properly maintained at all times in a safe and attractive manner, including repainting or other repair or replacement if the exterior surface of the antenna deteriorates.

12.5.2 If a Permitted Antenna detaches, in whole or in part, the user must remove the antenna or fully repair such detachment within 72 hours (or as otherwise provided in the next subsection).

12.5.3 Any detachment of a Permitted Antenna, and any other condition arising from the installation, maintenance or use of a Permitted Antenna which threatens the safety of any persons or property must be fully and immediately cured or the Antenna fully and immediately removed. In the case of an emergency, the Association may remove the Permitted Antenna immediately. Otherwise, the Permitted Antenna may be removed by the Association only after not less than ten days notice and failure to cure. In either case, the Association shall not be liable for trespass, conversion or otherwise regarding any such removal.

12.5.4 Each Owner is wholly and solely responsible for all costs associated with Permitted Antenna, including installation, maintenance, use, repair and replacement, and all damages, including medical expenses and costs of repair, resulting from such installation, maintenance, use, repair or replacement.

12.5.5 THE OWNER OF A UNIT UPON WHICH ANY CONFORMING ANTENNA OR NON-CONFORMING ANTENNA IS LOCATED AND THE OWNER'S TENANTS, AS APPLICABLE, MUST UNCONDITIONALLY INDEMNIFY AND HOLD THE ASSOCIATION, THE BOARD OF DIRECTORS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, COMMITTEE MEMBERS, SERVANTS, AGENTS AND EMPLOYEES, HARMLESS FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, EXPENSES AND DAMAGES, INCLUDING ATTORNEYS' FEES, WHICH ANY OF THEM MAY AT ANY TIME SUFFER OR INCUR, OR BECOME LIABLE TO PAY, BY REASON OF ANY

ACCIDENTS, DAMAGES OR INJURIES TO PERSONS OR TO PROPERTY, OR BOTH, IN ANY MANNER ARISING FROM ANY WORK PERFORMED IN CONNECTION WITH, OR THE INSTALLATION, MAINTENANCE, USE, REPAIR OR REPLACEMENT OF, ANY CONFORMING ANTENNA OR NON-CONFORMING ANTENNA.

12.6 Notification Process; ACC Forms and Required Information:

12.6.1 Any Owner or their tenant desiring to install a Conforming Antenna (as defined in **Rule 12.1**), must complete a notification form and submit it to the Association. The installation of the Conforming Antenna may then begin immediately. No Non-Conforming Antenna may be installed unless and until the prior written approval of the Board is obtained in accordance herewith and with **Article X(C)** of the Condominium Declaration for Brentwood. ***OWNERS AND TENANTS ARE ENCOURAGED TO OBTAIN PRIOR APPROVAL BEFORE INSTALLING ANY ANTENNA, SATELLITE DISH SYSTEM OR SIMILAR DEVICE AS THE ASSOCIATION MAY OTHERWISE REQUIRE REMOVAL OR RELOCATION AT THE EXPENSE OF THE APPLICABLE OWNER OR TENANT IF INSTALLATION IS LATER DETERMINED TO BE NON-CONFORMING.***

12.6.2 The Board may from time to time promulgate forms to be used to notify the Association as to installation of Conforming Antenna and/or to request approval for installation of Non-Conforming Antenna, and may require use of such forms in lieu of any other. At a minimum, a notification of intent to install a Conforming Antenna must describe the size, type and color of the Conforming Antenna, described in detail the location and manner of installation, and identify the installer by name and telephone number. An application for approval to install a Non-Conforming Antenna must provide the same information as aforesaid, and additionally must state each requirement for a Conforming Antenna which will not be met and as to each requirement that will not be met the reasons for non-compliance. Each notification or application submitted must be signed and dated.

12.6.3 The initial forms of notice of intent to install a Conforming Antenna and request for approval for installation of a Non-Conforming Antenna are attached hereto (**Appendix - Forms 6 and 7**). These forms must be used in lieu of any others unless and until replaced by the Board.

12.7 Prohibited Antenna:

In no event shall any antenna, "dish" or other device be used for transmitting electronic signals of any kind except Permitted Antenna as defined in **Rules 12.2.1** and **12.2.2**. Antenna and similar devices of any type used for citizen band ("CB") radio, amateur ("HAM") radio, AM/FM radio, or Digital Audio Radio Service ("DARS"), are prohibited and shall not be erected, placed or permitted to remain on any unit, on any improvement located on any unit, or elsewhere in Brentwood Condominiums. Without limitation as to the authority of the Board, specifically the Board may grant variances as to Prohibited Antenna and the Board may condition granting of any such variance upon placement of the antenna wholly within a unit.

12.8 Repealer:

These guidelines, rules and restrictions supercede any previously adopted guidelines, rules or restrictions on the same subject matter to the extent said provisions are inconsistent herewith or otherwise prohibited by applicable law or rules of the FCC.

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 unit, balcony, patio or solarium may be used, in whole or in part, for the storage of any property or thing that will cause same to appear to be in an unclean or untidy condition, or that will be obnoxious to the eye.

13.2.3 No hobbies or activities which will cause disorderly, unsightly, or unkempt conditions, including without limitation the assembly or disassembly of or repair work on motor vehicles or other mechanical devices, may be performed within any unit, balcony, patio or solarium, or elsewhere within Brentwood Condominiums.

13.2.4 There may not be maintained any plants, animals, devices, thing, use or activities of any sort which in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the residents of Brentwood Condominiums.

13.3 Nuisance or Annoyance:

13.3.1 No substance, thing, or material may be kept upon or within any unit, balcony, patio or solarium, or elsewhere within Brentwood Condominiums that will emit foul or obnoxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property.

13.3.2 No noxious or offensive trade or activity may be carried on upon or within any unit, balcony, patio or solarium, or elsewhere 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 on any part of any unit, balcony, patio or solarium, or elsewhere within Brentwood Condominiums.

13.3.4 No unit, balcony, patio or solarium, and no other place within Brentwood Condominiums, or any part thereof, may be used for any immoral or illegal purposes.

13.3.5 No nuisance 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 Without limitation of any other provisions of this Rule, 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 do any thing or maintain or permit any condition in violation of applicable environmental, toxic or hazardous waste or similar laws, rules or regulations.

13.4.2 Storage of gasoline, heating or other fuels, or of any hazardous or toxic materials upon or within any unit, balcony, patio or solarium, or elsewhere within Brentwood Condominiums is strictly prohibited.

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

13.5 Sound Devices; Excessive Noise:

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

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

13.5.3 Courtyards, pools, and the jacuzzi shall not be used between the hours of 10:00 p.m. to 8:00 a.m. except on Fridays and Saturdays when use may continue until 11:00 p.m. Television, radio, and stereo equipment shall not be used from a unit for entertainment in the courtyards, pools, or the jacuzzi. Radios or other entertainment devices used in such areas shall be played at a low volume so as not to disturb others.

13.5.4 Wind chimes, bells, wind socks, chinese kites, paper mache ornaments or similar apparatus shall not be hung outside any unit or within any patio, balcony or solarium.

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

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

13.5.7 Except in case of an emergency, utilizing dishwashers, disposals, washing machines, clothes dryers, and vacuum cleaners is prohibited between the hours of 10:00 p.m. and 8:00 a.m.

13.5.8 Excessively noisy behavior is not permitted anywhere upon or within any unit, balcony, patio or solarium, or elsewhere within Brentwood Condominiums. Particular caution must be exercised to avoid noise from any source between the hours of 10:00 p.m. and 9:00 a.m.

13.5.9 No unit shall be used or occupied in such a manner as to obstruct or interfere, in an unreasonable manner as determined by the Board, with the enjoyment or safety of occupants of any adjoining or other unit.

RULE 14: PROCEDURE FOR RESERVATION OF THE RECREATION ROOM FOR A PRIVATE FUNCTION

14.1 The recreation room and its facilities may be reserved by a resident for a private function.

14.2 The resident who wishes to reserve the recreation room and its facilities for a private function must file an application for reservation of recreational room (**Appendix - Form 8**) with the on-site manager on the prescribed form which is available from the manager. **The application is to be accompanied by a deposit of \$200.00.**

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

14.4 The resident who reserves the recreation room must be in attendance at all times during the function.

14.5 The recreation room may only be used for such lawful purposes and in such manner as is permitted in the Association's governing documents.

14.6 Immediately after the function, the resident must have the recreation room and its facilities cleaned and must leave same in a clean, tidy and neat condition for the use and enjoyment of other residents.

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

14.8 The resident who reserved the recreational room, and the Owner of the resident's unit if applicable, are jointly and severally liable for payment of all costs and expenses incurred by the Association to properly clean the room, and for repair or replacement of the room and any other common elements damaged by the resident or the resident's guests or invitees. All such costs and expenses not covered by resident's deposit shall be paid within ten days after the date of a statement sent to resident (and the Unit owner as applicable) setting forth a reasonable itemization of the sums due.

RULE 15: PETS

15.1 If kept in a manner consistent with its use as a residential condominium project, dogs, cats, fish and small birds ("Permitted Pets") are permitted within Brentwood Condominiums as provided in this Rule. Notwithstanding the foregoing, Permitted Pets shall not include any dog whose breed is known for its viciousness or ill temper, in particular, the American Staffordshire Terrier, known as a "pit Bull Terrier," nor any animal

of any kind that has venom or poisonous or capture mechanisms, or if let loose would constitute vermin. Except for Permitted Pets, no other pets or 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 pets or animals of any kind, including Permitted Pets, shall be kept for commercial purposes or for breeding.

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

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

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

15.4.1 All owners of dogs and/or cats must register same within ten (10) business days after the pet is acquired. All Permitted Pets required to be registered by this rule shall be registered using the Pet Registration Form and Agreement/Release attached hereto (**Appendix - Form 9**), as same may from time to time be modified by the Board. The pet registration form must be accompanied by (a) a clear photograph of the pet being registered (photograph will be kept in office files until move-out occurs), and (b) an official 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 16 apply to any Permitted Pet which is kept within Brentwood Condominiums even if the pet is owned by a person or persons who do not live on the property (such as "petsitting"). However, the pet need not be registered unless the pet will be kept within Brentwood Condominiums for more than thirty consecutive days or more than thirty days in any six month period; provided, the owner or tenant keeping any such pet for the shorter period must nonetheless inform the Association in writing of that fact within one week after the owner or tenant begins keeping the pet on the property.

15.4.3 At the time of the first registration: (i) the owner of the pet must pay a non-refundable registration fee in the amount of \$75.00 as to each dog; and \$10.00 as to each cat; (ii) a special identification tag will be issued which must be worn by the registered pet at all times while within Brentwood Condominiums; 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 as to same). The good faith determination by the Board that a pet is not confined exclusively to a unit shall be final.

15.5 All owners of a Permitted Pet which has been registered as provided in **Rule 15.4** shall pay an annual non-refundable registration fee, which shall be due and payable on January 1 of each year, in the amount of \$75.00 as to each dog; and \$10.00 as to each cat. A late charge shall be assessed as to each annual registration fee which is not paid

by January 15 of each year, and in such event the owner(s) of the unit if different from the owner(s) of the dog or cat shall also be liable for payment of applicable annual registration fee and late charges if same is not paid by January 15 of each year.

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

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

15.8 The owner(s) of each Permitted Pet shall promptly clean up all excretions and defecations 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 other unit, or the owner of any property located adjacent to or in the vicinity of Brentwood Condominiums.

15.9 Pet houses, pet toys, pet food or similar matter shall not be maintained any place within Brentwood Condominiums except wholly and exclusively within 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 require removal of any particular pet from Brentwood Condominiums and prohibit their return; and/or

15.11.4 require removal of particular pets or all pets as to a particular unit and prohibit their return; and/or

15.11.5 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 Without limitation of any other rights or remedies, 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**. Violations shall include failure to register pets or pay the registration fee or any annual registration renewal fee as required by this rule, failure of a Permitted Pet to wear the required Brentwood Condominiums identification tag, failure to attend or leash a Permitted Pet or to control same or to clean up after same, and any other violation of this rule. The good faith determination by the Board that a violation of this rule has occurred shall be final.

15.13 Owners of not more than a total of two dogs and/or cats which have been owned and maintained at Brentwood Condominiums on a continuing basis from and since February 28, 1994 and which have been continuously registered since February 28, 1994, may continue to keep not more than two such pets in accordance with all other provisions of this Rule.

PART III. ARCHITECTURAL GUIDELINES

GUIDELINE 1: PROCEDURAL GUIDELINES

1.1 When Approval Required - General Rule:

1.1.1 In accordance with **Article X(C)** of the Condominium Declaration for Brentwood, **Rule 7.1** hereof (including the limitations imposed by **Rule 7.1.1**), and this **Guideline 1**, but without limitation thereof, no owner/tenant or any other occupant of any unit shall make alterations, modifications, or improvements, 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 written consent from the Board. The installation of private security systems is considered an alteration requiring board approval. No approval shall be granted without the submission of complete plans and specifications showing the nature, kind, shape, size, materials, color and location of the same, including when applicable as to harmony of external design and location in relation to the surrounding structures and topography. **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 repair or replacement obligations of any Owner or tenant under any Governing documents, including without limitation the obligations imposed by **Article X(A)(2)** of the Declaration. No approval (conditional or otherwise) and no publication of architectural guidelines may ever be construed as representing or implying that, or as a covenant, representation, warranty or guaranty that, if followed, the modification will comply with applicable legal

requirements, or as to any matters relating to the health, safety, workmanship or suitability for any purpose of the modification.

1.2 Conditional Exception to Approval Requirement:

Guideline 2 sets forth a list of architectural modifications as to which prior approval is not required. This exclusion is conditioned upon strict compliance with the standards set forth as to 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 as to the subject matter thereof. Compliance with these minimum standards does not automatically require Board approval of an application for architectural approval as such compliance is only one aspect of the review criteria which the Board is required to apply. 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 as to 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 as to compliance with the Condominium Declaration for Brentwood, these rules and regulations and architectural guidelines and other applicable governing documents, and with applicable governmental laws, ordinances and regulations.

1.5 Application for Architectural Approval:

All requests for architectural approval must be made in writing using the form of application attached hereto (**Appendix - Form 10**). An application is deemed submitted when received by the on-site manager or the management company (with receipt acknowledged in writing), and when the application is fully and properly completed, signed, dated and is accompanied with complete plans and specifications sufficient for full evaluation and review of the proposal.

1.6 Conditional Approvals:

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

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

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

2.1.1 Drapes (Exterior View):

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

2.1.2 Blinds (Exterior View):

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

2.1.3 Shutters (Exterior View):

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

2.1.4 Shades (Exterior View):

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

2.1.5 Stained Glass:

Color:	Not applicable
State of Repair:	Clean; good condition.
Installation:	Stained glass panels used as window coverings must be parallel with the plane of the window (no leaning).

2.2 Balcony/Patio/Solarium Embellishments

2.2.1 Furniture:

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

State of Repair: Clean; good condition.

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

2.2.2 Plants:

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

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

2.2.3 Hanging Items (Ceiling Only):

State of Repair: good condition.

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

2.2.4 Wall Attachments:

No items to be attached to wall surfaces.

2.2.5 Flowerbeds:

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

State of Repair: Clean; good condition.

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

2.2.6 Trellises:

None allowed if attached to any common element.

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

2.3.1 Carpet (Exterior Grade for Outdoor Use):

Color: Earthtones/neutral colors.

State of Repair: Clean; in good condition.
Installation: Installed in accordance with residential standards; finished edges.

2.3.2 Tile (Exterior Grade for Outdoor Use):

Color: Earthtones/neutral colors.
State of Repair: Clean, in good condition.
Installation: Grouted in accordance with acceptable residential standards; edges finished smoothly.

2.3.3 Brick (For Use on First Floor Only):

Color: Earthtones/neutral.
State of Repair: Clean, in good condition.
Installation: Grouted or loose in accordance with acceptable residential standards.

2.3.4 Paint:

Color: Earthtones/neutral colors
State of Repair: Clean, in good condition
Installation: Cover entire surface uniformly; top surfaces only.

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

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

Color: Non-reflective surfaces - medium tone neutral colors only. Check with Brentwood office for acceptable products.
State of Repair: Clean; good condition.
Installation: Securely fastened, in accordance with manufactured standards; covers entire window surface.

GUIDELINE 4: BALCONY/PATIO/SOLARIUM EMBELLISHMENTS

4.1 Ceiling Fans:

Color: White, off-white, beige, brown and wood finishes; solid colors only.
State of Repair: Clean, good condition; balanced.

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

4.2 Screening Devices:

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

State of Repair: Clean, good condition.

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

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

5.1 Carpet (Exterior Grade for Outdoor Use):

Color: Earthtones/neutral colors.

State of Repair: Clean; in good condition.

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

5.2 Tile (Exterior Grade for Outdoor Use):

Color: Earthtones/neutral colors.

State of Repair: Clean, in good condition

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

5.3 Brick (For Use on First Floor Only):

Color: Earthtones/neutral.

State of Repair: Clean, in good condition.

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

5.4 Paint:

Color: Earthtones/neutral color.

State of Repair: Clean, in good condition.

Installation: Cover entire surface uniformly; top surfaces only.

GUIDELINE 6: SECURITY DEVICES

6.1 Entry Doors:

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

6.1.2 No wiring on exterior surface of door.

6.2 Windows/Sliding Doors:

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

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

GUIDELINE 7: UNIT ENTRY DOORS

7.1 Locks:

Color:	Metallic finish, either silver or gold-toned metal.
Quantity:	Maximum of two-keyed locking devices, including the original lock.
Size:	Should match size or original lock.
Installation:	Lock must be located within 6" above and directly in line with the original lock, installed in accordance with residential standards.

7.2 Peepholes:

Quantity:	Maximum of 2 peepholes allowed, including the original peephole.
Installation:	Must be installed 12" above or below the original peephole, installed in accordance with residential standards.