

BRIAR GREEN CONDOMINIUMS
RULES AND REGULATIONS
Revised November, 1996

All owners shall promptly and completely comply with each of the rules and regulations of BRIAR GREEN CONDOMINIUMS as follows:

1. **Maximum Occupancy**

No condominium unit shall be occupied by more than two occupants per bedroom. This permits a maximum of two occupants for one bedroom unit and a maximum of four occupants for two bedroom units.

2. **Hazards**

Nothing shall be done in any unit, nor shall any unit be occupied or used for any purpose, nor any thing be kept in any unit which may cause the unit or building to be uninsurable against loss by fire or the perils included in an extended coverage endorsement under the rules of the State of Texas Insurance Commission or which might cause any policy or policies covering the project to be cancelled or suspended or the insurance rate increased.

3. **Modifications**

No owner or other occupant of any unit shall make any exterior alteration, modification or improvement, any interior improvement visible from the exterior, add any awnings, patio covers or other devices on or to the common elements or remove or add to any planting, structure, furnishings or other equipment or object except with written consent of the Association. Nor shall any owner or occupant of any unit modify the interior of a unit by adding additional square footage or living space or add or remove any structural element without written consent of the Association.

4. **Wiring**

No owner, or other occupant shall install wiring or equipment for electrical or telephone installation, television antennae, satellite dishes, machines or air conditioning units or any other devices on the exterior of any building or that protrude through the walls, windows or roof of any building except with the written consent of the Association

5. Balconies

No owner or occupant shall be allowed to hang garments, rugs, and/or any other materials from the windows or off of any balcony or from any of the facades of the project. It is prohibited to shake dust rags or other materials from the windows, or to clean rugs by beating on the exterior part of the condominium units, or to throw any dust, trash, or garbage out of any of the windows of any of the units. Barbeque grills and other cooking devices may not be stored or used on any balcony or patio.

6. Furniture

Waterbeds or other excessively heavy furniture are prohibited to be used or stored in any unit.

7. Windows

No film, coating, or paint may be applied to or cover any window or glass doors (either sliding or otherwise).

8. Nuisance

No unit shall be used or occupied in such a manner as to obstruct or interfere with the enjoyment of occupants of adjoining units, nor shall any nuisance, or immoral or illegal activity be committed or permitted to occur in or about any unit or upon any part of the common elements.

9. Signs

No advertisements, signs, or posters of any kind shall be posted in or on the project or in windows except as authorized by the Association.

10. Common Area Usage

The common area is for the purpose of affording vehicular and pedestrian ingress and egress, for recreational use and for the beautification of the project. No part of the common area shall be obstructed so as to interfere with its use for the purposes recited, nor shall any part of the common area be used for storage of any item or for rubbish or debris, except maintenance storage room(s) used by Association Management.

11. **Parking**

Residents may park only automobiles, vans, pickup trucks and motorcycles in the spaces designated as the parking space for their unit. No one shall park anything in such a manner so as to impede the passage of traffic, parking of other vehicles, or to impair access to the parking area.

No boats, trailers, campers, commercial vans or trucks, recreational vehicles, or mobile homes may be parked or stored or left on any part of the property including, but not limited to, guest parking and designated parking spaces.

No truck may be parked on the project while loaded with any cargo, materials, or equipment which is visible from the outside of such vehicle, other than for the purpose of picking up or delivering to a unit and then only when loading and unloading. No inoperable vehicle may be stored in any space on the Property. Any vehicle that is Inoperable, not street legal, or is illegally parked may be towed from the Property at the Owner's expense.

Guest parking areas are not to be used by owners for any purpose other than as occasional parking for their visitors' cars, vans, or pickup trucks. Violators may be towed without notice. No vehicle shall be parked in the on-street spaces marked "no parking" or in fire zones (red curbs). All residents, guests, and invitees must observe the parking signs throughout the Property or be subject to towing at the vehicle owner's expense. No motorcycle, motor bike, motor scooter, or other similar vehicle shall be operated within the Property except for the sole purpose of ingress or egress from the Property through driveways and parking areas only.

12. **Garbage**

All garbage is to be disposed of in designated areas only. All garbage must be placed in sealed garbage bags prior to disposal. No garbage is to be left for any period of time outside the units.

13. **Swimming Pool**

Reasonable and customary regulations for the use of the swimming pool and recreation areas will be publicly posted at the pool. Owners and all occupants of units and guests shall at all times, comply with posted pool rules.

14. **Pets**

Only two (2) small pets (dogs, cats, or other usual small household pets) may be kept in any unit. Pets shall be allowed on the common areas only under rules promulgated by the Board of Managers. Except as hereinabove stated, no animal, livestock, birds or poultry shall be brought within the condominium or kept in or around any unit. Pets are the responsibility of the Owner of the Unit, regardless of Unit occupancy. When outside the unit pets must be leashed at all times in accordance with City of Houston laws; and pet owners must immediately and sanitarly dispose of pet waste. Pets are not permitted in the pool or inside the pool enclosure. Pets shall not be permitted to disturb other unit occupants with noise, smell, or other nuisances.

15. **Noise**

Owners and occupants of units shall not make any noise that can be heard outside of their units, including noise made by musical instruments, radios, phonographs, television sets, amplifiers, or other devices, pet noises or loud voices, parties, or arguments that disturb neighbors.

16. **Fines**

Fines will be imposed against unit owner(s) for any infraction of the Declaration, By-Laws, or the Rules and Regulations listed above by owners or occupants of their units. This policy will become effective December 1, 1996. The fining structure will be as follows:

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|----|----------------|------------------------|
| 1. | First Offense | Thirty (30) Day Notice |
| 2. | Second Offense | \$ 25.00 fine |
| 3. | Third Offense | \$ 50.00 fine |
| 4. | Fourth Offense | \$100.00 fine |

If the offense reoccurs after the fourth notice, the Association will refer the matter to legal counsel. All fees incurred by the Association in enforcing the governing documents and Rules will be charged to the Owner of the Unit from which the violation occurred.

17. **Vandalism**

Acts of Vandalism are subject to the following fines. The owner of any unit where an occupant has committed Vandalism will be assessed fines and the cost of repairs as outlined below in addition to any penalties that may be assessed by the Courts. The Association will press criminal charges against anyone suspected of vandalism.

Gates:	\$500.00 + costs of repairs
Pools:	\$100.00 + cost of repairs
Furniture:	\$100.00 + cost of repairs
Tennis Court:	\$100.00 + cost of repairs
Other:	Dollar amount to be determined by the Association Board at the time of the occurrence.

A reward equal to half of the assessed fine will be paid to anyone who supplies information resulting in the arrest and conviction of the vandal. Should more than one person supply information the reward will be split equally among them.

18. Fine Policy

The Fine Policy Conditions are as follows:

- No one will be fined without the Association first sending a thirty (30) day warning notice to the owner and the occupant (if known). (Does not apply to Vandalism.)
- Anyone who is fined will be given a reasonable opportunity to respond to the charge.
- To dispute a fine, the Owner must send a letter to the Association manager postmarked no later than thirty days from the date of the letter imposing the fine.
- Notification will be sent to the writer of the letter informing him or her of the date of the next Board meeting.
- The individual will be placed on the agenda and the dispute will be discussed.
- The Board will render a decision and issue notification to the unit owner.
- If an appeal is necessary, the parties in dispute must enter into binding arbitration.
- The decision at arbitration is final.
- Each offense will be tracked for twelve months. After twelve months, the infraction will be removed from the list of active violations. Should any offense reoccur within twelve months after the first occurrence of a similar violation, no opportunity to cure will be given and the appropriate fine will be immediately imposed.

19. **Dispute Resolution**

If you have a dispute with a neighbor, please first attempt to resolve the problem on a friendly basis. If you cannot resolve the problem, call the Dispute Resolution Center at 221-8274. This is a center, that at no charge to you, will assist in working with the two parties to work out a resolution to the problem. The Association cannot and will not intervene in personal disputes.

BOARD POLICY RESOLUTION
BRIAR GREEN CONDOMINIUM ASSOCIATION, INC.

The Board of Directors of Briar Green Condominium Association, Inc. hereby passes the following amendment to their Rules and Regulations pursuant to the authority granted to the Board of Directors by Section 18 of the Condominium Declarations which are filed for record in the Office of the County clerk of Harris County, Texas, under Harris County Clerk's File No. F-926534, Official Public Records of Real Property, and recorded in Volume 95, Page 99, et seq. of the Condominium Records of Harris County, Texas, and pursuant to the authority provided the Board of Directors under Section 82.102(a)(7) of the Texas Property Code, and Article IV, Section 2; Article IV, Section 3(b); Article VII, Section 5; Article VII, Section 6; and Article VII, Section 8 of the By-Laws of Briar Green Condominium Association, Inc.

The Rules and Regulations of Briar Green Condominium Association, Inc. are amended by the addition of the following:

No owner, tenant, or occupant of any condominium unit at Briar Green shall use any type of floor coverings in their condominium unit other than carpeting with appropriate carpet pads, except for replacement of any vinyl floor coverings in kitchens and bathrooms in which vinyl was an original construction floor covering.

Owners may replace or add carpeting and carpet pads in all areas without Association Architectural Control approval.

Owners desiring to install any floor covering other than carpeting and carpet pads in any living area, bedroom area, or dining area must apply first to the Board of Directors of the Association specifying the type and specification of the floor covering desired along with a sample.

The Association's Board of Directors shall not be limited as to time in determining the Architectural Control Application for flooring materials submitted by any owner. Failure of the Association's Board of Directors to respond shall be considered a denial of any submitted alternate flooring materials. No alternate floor coverings or materials may be used unless approved in writing by the Board of Directors.

Any owner, resident, or occupant who removes any carpeting and/or pads or who uses any flooring material other than carpeting with pad without prior written approval of the Association's Board of Directors shall be subject to a requirement that the unapproved floor coverings be replaced by appropriate carpeting and pad within seven (7) days of demand.

BRIAR GREEN CONDOMINIUM ASSOCIATION, INC.**POLICY RESOLUTION: CHIMNEY CLEANING**

I, Muriel Mintz, Secretary of Briar Green Condominium Association, Inc., a Texas non-profit corporation (the "Association"), do hereby certify at the regular meeting of the Board of Managers of the Association held on October 25, 1995, with at least a majority of the Managers being present thereat and remaining throughout and being duly authorized to transact business, the following resolution was duly made and approved:

WHEREAS, on January 12, 1979, that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions" for Briar Green Condominium Association, Inc. (the "Declaration") was filed in Volume 95, Page 99, et. seq. of the Condominium Records of Harris County, Texas; and

WHEREAS, the Bylaws (the "Bylaws") of Briar Green Condominium Association were attached to the Declaration as Exhibit "D"; and

WHEREAS, the Paragraph 13 of the Declaration provides the administration of the Association shall be in accordance with the provisions of the Declaration and the Bylaws of the Association; and

WHEREAS, Article IV of the Bylaws provides the Board of Managers has the power and duty to carry on the administration of the Association and do all of the things necessary and reasonable in order to carry out the communal aspect of condominium ownership; and

WHEREAS, Paragraph 15 of the Declaration requires each owner to maintain and keep in repair the interior of his own unit; and

WHEREAS, Paragraph 14 of the Declaration grants to the Board of Managers the irrevocable right of access into each unit for making emergency repairs necessary to prevent damage to the general or limited common elements or to another unit or units; and

WHEREAS, there is a need to establish orderly procedures for the cleaning of chimneys to prevent fires;

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Managers, on behalf of the members of the Association, duly adopts the following resolution:

All association members must have their respective chimneys cleaned bi-annually by a professional, insured chimney cleaning company.

Homeowners must submit proof of cleaning to the management company; "proof" must consist of a copy of a paid invoice on the letterhead of the chimney cleaning company. If such proof is not submitted by the due date as determined by the Board of Managers, the association will have the work performed and charge back to the respective unit's maintenance assessment account all related costs to clean the chimney, including the services of a locksmith, if necessary.

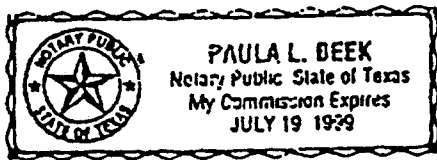
TO CERTIFY WHICH WITNESS my hand on this 25th day of October, 1995.

Muriel Mintz
Muriel Mintz, Secretary

STATE OF TEXAS))
))
COUNTY OF HARRIS))

Before me, the undersigned authority, on this day personally appeared Muriel Mintz of Briar Green Condominium Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL of office on this 25th day of October, 1995.



Paula Beek
Notary Public, State of Texas
PAULA BEEK
Typed/Printed Name of Notary
My Commission Expires: July 11, 1999

RETURN TO:

JAY I. COHEN AND ASSOCIATES, P.C.
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(713) 780-0117