

**CORPORATE CERTIFICATE  
FOR  
BERINGWOOD ASSOCIATION, INC.**

**AMENDED AND RESTATED RULES, REGULATIONS & POLICIES  
BERINGWOOD ASSOCIATION, INC.**

The undersigned, being the duly acting and qualified President of **BERINGWOOD ASSOCIATION, INC.**, a Texas non-profit corporation (the "Association"), the Association named and set forth and described in that certain "Condominium Declaration for Beringwood" recorded in Volume 67, Page 1 et. seq. of the Condominium Records of Harris County, Texas, together with all amendments thereto (said recorded documents and all exhibits and amendments thereto being referred to as the "Declaration"), does hereby certify that the attached Exhibit "A" constitutes a true and correct copy of the "AMENDED AND RESTATED RULES, REGULATIONS & POLICIES" adopted by the Board of Directors of the Association at a duly constituted Board of Directors meeting held on \_\_\_\_\_, 20\_\_\_\_. The attached AMENDED AND RESTATED RULES, REGULATIONS & POLICIES amend and restate in its entirety, those certain Rules, Regulations, and Policies set forth in that certain First Supplemental Notice of Dedicatory Instruments for Beringwood Association, Inc., recorded under County Clerk's File No. 20080071733 of the Real Property Records of Harris County, Texas, and shall be effective for all purposes upon recordation in the Real Property Records of Harris County, Texas.

The above described and attached Amended and Restated Rules, Regulations, and Policies are being recorded in the Public Records of Harris County, Texas pursuant to the requirements of Section 202.006 of the Texas Property Code.

The undersigned has hereunto set his/her hand at Houston, Texas this 18<sup>th</sup> day of May, 2016.

(signature)

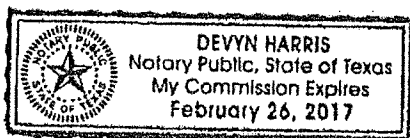
(name printed)

President of **BERINGWOOD ASSOCIATION, INC.**, a Texas non-profit corporation

**ACKNOWLEDGEMENT**

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

This instrument was acknowledged before me on the 18<sup>th</sup> day of May, 2016, by John F. Leavy, President of **BERINGWOOD ASSOCIATION, INC.**, a Texas non-profit corporation, on behalf of said corporation.



Notary Public in and for the State of Texas

**EXHIBIT "A"**

**AMENDED AND RESTATED**

**RULES, REGULATIONS & POLICIES  
BERINGWOOD ASSOCIATION, INC.**

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Property Address:

700 Bering Drive  
Units 702A through 728S, Inclusive  
Houston, Harris County, TX 77057

c/o:

FirstService Residential  
5295 Hollister Rd  
Houston, TX 77040  
(713) 932-1122

May\*\*\*, 2015

To: BERINGWOOD OWNERS AND LEASING RESIDENTS:

In keeping with the Association's goal to maintain the mutual use and enjoyment of living at Beringwood Condominiums for all owners and leasing residents, the Rules and Regulations have been revisited and rewritten to be clearer to all. These Rules shall be **STRICTLY OBSERVED AND WILL BE ENFORCED**. The Management Company of record should be notified of any disturbances, complaints, violations, etc., at the above address and phone number, so that any such disturbances or violations may be corrected.

Beringwood Condominiums, Inc. is a Condominium Regime established by a Condominium Declaration filed of record in the Condominium Records of Harris County, Texas. These Rules are made and adopted pursuant to the authority granted by the Condominium Declaration, Bylaws of the Beringwood Association, Inc., and pursuant to the authority granted to the Board of Directors in Section 82.102(a), (6) and (7) of the Texas Uniform Condominium Act.

The following Regulations and Policies are effective (once finalized) and are applicable to all owners, tenants, families and guests. All owners are responsible for the instruction and supervision of their children, tenant(s) and/or guests as to the provisions of all the Rules, Regulations and Policies, By-Laws and Declaration, and owners must provide a copy of these documents to their tenant(s).

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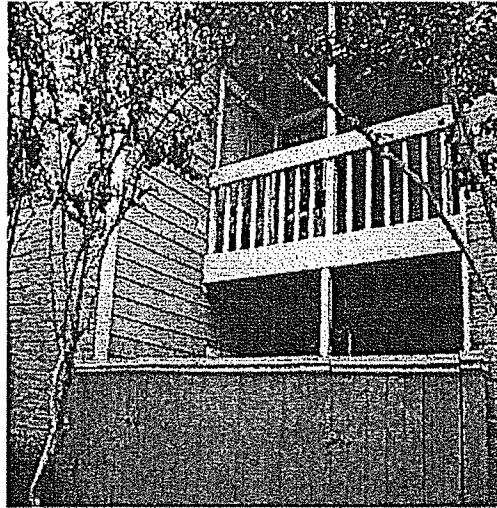
## DEFINITIONS OF TERMS USED THROUGHOUT THIS DOCUMENT

**Owner:** A person or entity that is the record holder of title to a unit.

**General Common Elements:** "General common elements" means and includes the land described in Exhibit "A"; utility lines, including sewage, water, gas, electricity, and all components thereof; laundry room; maintenance room; storage rooms; hot water boiler; roads, yards, shrubs, trees; sidewalks; pavement; all parking area or areas; all common recreational facilities including without limitation the office, (excluding closing office) swimming pool, tennis court, club house and all other areas of such land and the improvements thereon necessary or convenient to its existence, maintenance and safety which are normally and reasonably in common use, including the air above such land, all of which shall be owned by the owners of the separate units, each owner of a unit having an undivided percentage interest in such general common elements as set forth in the attached Exhibit "A-1", which, by this reference, is made a part hereof.

**Limited Common Elements:** "Limited common elements" means those parts of the general common elements which are either limited to and reserved for the exclusive use of an owner of a condominium unit or are limited to and reserved for the common use of more than one but fewer than all of the condominium unit owners. The only limited common elements shall be the structural components of each building (including, without limitation, the roof, walls and foundation) which shall be limited to use by the owners of units in each particular building, the parking area or areas, patios, and owner's storage closets.

**Balcony:** An upstairs unit with a private balcony accessible only from the interior of the unit and not a common area entry landing. Upstairs units without a private balcony are designated as balconies only in the area in front of the storage closet door and not including the common area walk way/safety egress.



**Common Area Entry Landing:** A walkway leading from the top of the stairs to a front door of one or more units. This landing is covered under the City of Houston fire code as a safety egress walk way.



**Unit:** A specific dwelling within the Beringwood Condominium Property.

**Leasing Resident:** An entity that leases a unit from an owner for a specified period of time

**Grandfathered** (Grandfather Clause): The rules contained herein will be effective immediately. A “Grandfather clause” is a clause that creates an exemption based on previously-existing circumstances.

**Note:** Exhibit A and A-1 are located in the Beringwood Declaration documents.

## ARCHITECTURAL CONTROL

Architectural Control is defined in the Beringwood Condominium Declaration and those shall be the governing documents. The "rules" outlined below help to clarify the meaning and intent so as to maintain reasonable consistency at the property.

**1. Window Treatments:** An owner may install window treatments inside his or her unit, at his or her sole expense, as follows:

- a. All portions of a window treatment (including, without limitation, a drape, blind, shade or shutter) that is visible from the exterior of the unit must be white;
- b. Aluminum foil, tinting and reflective window treatments are expressly prohibited, and;
- c. Window treatments must be maintained in good condition and must be removed or repaired if they become stained or torn, damaged or are otherwise unsightly in the opinion of the Board of Directors.

**2. Windows and Window Screens:** Owners may replace the windows of his or her unit only with windows that have an off-white trim. No other colors are allowed. At such time that an owner needs to replace his/her windows, any such replacement window must have an off-white trim. No other colors are allowed for any such replacement window. In order to maintain uniformity throughout the complex, the off-white trim colors for all replacement windows must be used. Aluminum window screens installed and existing as of the date of these Rules are "grandfathered", provided that such Owner shall maintain such window screen in an appropriate, attractive condition. Provided further, that after an Owner has replaced his or her window(s) with replacement window(s) having an off-white trim, aluminum window screens shall not be allowed and may not be re-installed. No aluminum window screens shall be allowed on replacement windows with the required off-white trim.

**3. Burglar Bars:** Burglar bars are prohibited.

NOTE: Burglar bars which exist on or within a unit as of the effective date of these Rules are "grandfathered," provided that the burglar bars comply with the following requirements:

- a. Entry door burglar bars are painted the same color as the entry door;
- b. Window burglar bars are painted WHITE (to conform with the above rule, all window treatments must be white when viewed from outside the Unit).
- c. At the time the unit is sold, the burglar bars must be removed.

**4. Signs and Notices:** No person may post or inscribe signs, notices or advertisements on the Common Elements or in a unit visible from outside his or her unit. Examples of prohibited items include: For Sale/Lease signs; and window hangings (such as stained glass artwork, plants and flags). (Exceptions are: security firm signs (max size 3" x 6") at or near patio gates and entry doors; security firm decals on windows; and Beware of Dog signs (of a size comparable to security firm signs) at or near patio gates and/or entry doors only; and political signs as provided by law (currently 30 days prior to and one day following an election).

**5. Common Element Restrictions:** No person may:

- a. place or hang an object in, on, from or above any window, interior window sill, landing, balcony, exterior side patio fence or patio, nor place decorations on exterior walls, windows or doors – or in, on or from the Common Elements.
- b. hang, shake or otherwise display linens, clothing, towels, rugs, shoes, mops, bedding or other similar items from windows, doors, stairwell landings, balconies, patios or passageways.
- c. erect or install exterior horns, speakers, or cause anything to protrude through an exterior wall or roof.
- d. no item may be placed in such way as to block or limit access per the City of Houston fire code for safety egress areas in the common area Entry landings. These areas must be kept clear from the stairs to the front door with a minimum width of 36 inches from the railing to the exterior siding of the building.

**6. Doors, Gates and Hardware:** Each owner, at his or her sole cost and expense, must maintain, repair and replace any damaged exterior door (entry, storage or storm) threshold, and hardware for his or her unit. Any such repair or replacement shall be in accordance with the architectural standards of the Association; i.e., entry and storage room doors shall be a color specified as prevalent throughout the complex. Thresholds are required to be in place for both the front door and storage door of all upper level units. Thresholds are not required in bottom floor units, however, the Association will not be held responsible for water damage to interior or exterior wall surfaces resulting from lack of threshold on either front or storage doors. Any leak damage caused due to a lack of threshold on an upper unit will be the repair responsibility of the upper unit up to and including any personal loss of a homeowner as well as interior and/or exterior leak damage repairs.

**a. Door Standards:**

Entry door: 6-Panel Door

Storage door: Plain Door

Storm door: Effective with the publication of these Rules, all storm doors will be prohibited. Storm doors which exist on or within a unit as of the effective date of these Rules are “grandfathered” provided that, the storm doors comply with the following requirements:

- 1) Entry storm doors are the same color as the entry door; and
- 2) At the time the unit is sold, the storm doors must be removed.

**b. Door Colors:**

In order to maintain uniformity throughout the complex, paint colors for entry doors, storage room doors and associated trim shall be selected by the Association and must be used when painting new or existing doors and trim work.

**c. Hardware Standards:**

Entry, Storage & Storm Doors: Polished (Shiny) Brass - (all doors)

Patio Gates: Locks are optional, but must be Polished (Shiny) Brass – Deadbolts only.

**7. Trees inside patios:**

After the effective date of these Rules, an in-ground tree in a patio area is prohibited. A tree in a pot is permitted in a patio area, provided that it is pruned so that it does not exceed a height of nine (9) feet. An in-ground tree that exists in a patio area as of the effective date of these Rules is "grandfathered" provided that, such a tree must be pruned by the owner of the unit so that the tree does not exceed a height of nine (9) feet. However, should said tree cause damage to the building, owner shall be liable for any and all costs to remedy. Further, upon the sale of the unit, the in-ground tree must be removed from the patio area at the expense of the owner.

**8. Patio or Balcony Changes:** Modifications or changes in the private patio and balcony areas are prohibited without prior written approval of the Board of Directors. Patios and balconies must be maintained in a clean, orderly, sanitary condition. A patio or balcony should not be used as a storage area except as to those items permitted to be kept in a patio or balcony per the provisions of these Rules.

**9. Outside Light Fixtures:** All outside light fixtures are standard and, if broken, will be replaced by the Association; call the Management Company. All bulbs must be white and a maximum of 75 watts.

**10. Satellite Dishes /Antenna.** No exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite, or other signals of any kind shall be placed, allowed, or maintained upon any area that is visible from any street, road, drive area, sidewalk, common area or other unit. The preferred location for upstairs units is around the chimney chase so as to not be visible from the ground, and inside the limited common element known as "the patio" for lower units. In that event the receiving device is approved for placement in an alternate location; the owner may be required to put up screening to hide the device. All wiring shall be installed in a neat and workmanship like manner hidden in chases. All installations must be as approved by the Board of Directors. No satellite dishes are permitted that exceed one (1) meter in diameter. This is not an attempt to violate the Telecommunications Act of 1996 ("the 1996 Act"), as may be amended from time to time. Rather this paragraph shall be interpreted to be as restrictive as possible while not violating the 1996 Act.

**11. Air conditioning Units:** Air conditioning condensers shall be purchased and installed in such a manner as to not be visible from the ground area. Should the unit be visible from the ground, the installation will be required to be remediated with screening, painting or other manner to make the unit less visible. The Board of Directors should be consulted prior to installing any unit that is exposed above the air conditioning parapet.

**12. Interior alterations:** Any owner may paint, repaint, paper or otherwise furnish or decorate any interior surfaces of walls, partitions, ceilings, or floors within his or her Unit. Prior to installing hard surface flooring in an upstairs unit -- such as wood or tile -- the proposed flooring materials and installation specifications must be approved by the Board of Directors by submission of an Architectural Change application. The intent of



this Rule is to keep the noise level at a minimum for a downstairs unit. Noise reduction materials meeting the minimum standard of 65 STC rating will be required.

## COMMON AREA USE

1. **Personal Property:** No articles of personal property -- except as listed below -- may be placed on, in, or hung on or from any Common Elements or Limited Common Elements (landings, balconies, patios, (exterior side) patio fences and ledges, railings, windows or other property facades.
  - a. The following items are specifically prohibited: awnings – bathing suits – bird feeders – BBQ pits – decorative wall hangings (such as stained glass artwork) – excessive potted plants – hanging baskets – flags – garments – pet gates (or the likes of which block off landing areas) – propane tanks – rugs – signs – towels – plants on patio fences – stored or stacked chairs. This list is not inclusive, but meant to be indicative.
  - b. Permitted in or on balconies and patios are: outdoor-approved furniture consisting of two (2) earth-tone chairs, one (1) earth-tone table, and a maximum of four (4) potted plants. Pots should not exceed a diameter of 12 inches. Residents are advised that not all balcony areas are of equal size, therefore, furniture and potted plants may not have enough space to accommodate all items as listed above due to size of balcony areas. No items are to be placed in the Common area Entry way landings.
  - c. Prohibited on stairwell landings and patio fences & ledges are items of personal property including, without limitation, potted plants.
  - d. no drip irrigation systems or built-in irrigation systems for any potted plants are permitted. All potted plants must be hand-watered and all pots must have a drip/catch plate to prevent water from flowing to units below.

2. **Barbeque Grills:** All grills at Beringwood should have an Underwriters Laboratories, Inc. (UL) label and should be operated according to the manufacturer's recommendations. The City of Houston Fire Code Life Safety Bureau (LSB) Standard 16 sec 3.5 states: "Portable barbeque pits, charcoal grills and other open-flame cooking devices outside of a building shall not be operated on combustible balconies or located within ten feet (10') of combustible walls or roofs or other combustible materials." That means propane, as well as charcoal grills, cannot be used on the vast majority of the Beringwood property. An alternate is an electric grill. Even though electric grills are permitted on the condominium property, they shall not be stored anywhere outside (in or on any Common Elements including landings, sidewalks, balconies and patio areas). All violators should first be reported to the Houston Fire Department, then to the Management Company.

3. **No Alterations Permitted:** No owner, resident or other occupant of any unit shall concede or make alterations, modifications, improvements, or other work -- nor add awnings, patio covers, umbrellas or other devices to the walls and the common elements of a condominium unit -- or to move or remove or add to any planting, structure, fences, furnishings or other equipment or object appurtenant to the condominium property. This includes vents and plumbing for washers and dryers.

A person who makes alterations or additions to the common elements in violation of these Rules shall be liable for all costs incurred by the Association to restore the common elements to their prior condition.

4. **Passageway Restrictions:** Running, climbing, bicycling, skateboarding or playing games or otherwise in, on or about the sidewalks, driveways, entrances, passageways, covered parking structures, flower beds, shrubs, trees, or other unpaved areas is strictly prohibited. All sidewalks, driveways, entrances and passageways are only to be used for the purpose of ingress and egress. Nothing in this paragraph shall prohibit riding bicycles as one leaves or enters the property.

5. **Wiring Installation Restrictions.** No owner, resident or other occupant is permitted to install wiring for electrical or telephone installation, or for any other purposes, or any television or radio antennae, machines or air conditioning units be installed on the exterior of any unit, or be installed in such a manner that they protrude through the walls or into the roof of the condominium building.

A person who makes alterations or additions to the common elements in violation of these Rules shall be liable for all costs incurred by the Association to restore the common elements to their prior condition.

6. **Feeding Animals Outdoors.** No domesticated or non-domesticated animals are to be fed in or on Common or Limited Common Elements.

## CONDOMINIUM USE

1. **Insurability:** Nothing shall be done in any unit, nor shall same be occupied or used for any purpose, nor shall any commodity, product or personal property be kept therein or thereon, which shall cause such improvements to be uninsurable against loss by fire or other perils.

2. **Annoyance:** No owner or leasing resident, his family members or guests, shall engage in any activity within or without his/her unit or use his/her unit in a manner that:

- a. may reasonably be considered annoying to the occupants of neighboring units;
- b. may be calculated to reduce the desirability of the Condominium as a residential community;
- c. may endanger the health or safety of other residents; or
- d. may violate any law or any provision of the Condominium Documents.

3. **Noise Control:** No noise or any conduct annoying or disturbing to the occupants of any building is permitted at any time -- including operation of noisy appliances (televisions, all musical components, etc.). Motor vehicles shall be operated in a quiet and respectful manner. If the disturbance can be heard from the outside of the unit, it is not permitted. The use of firearms, firecrackers or fireworks is expressly prohibited within or from the unit. Complaints in violation of this section should be reported to the local police department and then to the management company. If complaints are not made to the local police department for tracking purposes, management may not be able to assist with repeated noise violations.

4. **Combustibles:** No owner shall use or permit to be brought into or stored in the Condominium (inside a unit or exterior storage room) any flammable oils, fluids or gases. Examples of these are: gasoline, kerosene, naphtha, benzene, other explosives or articles deemed extra hazardous to life, limb or property.

5. **Water beds:** Not permitted.

6. **Aquariums:** Limited to one (1), 50-gallon tank per condominium unit.

7. **Trash:** All trash must be placed in the designated dumpster containers. At no time is trash permitted on landings, balconies or patios. Care must be taken to ensure no loose trash or garbage is dropped outside any dumpster container. Under no circumstances are large articles -- e.g., furniture items, appliances, plumbing fixtures (such as toilets and water heaters), paint, chemicals, owner's tree trimmings, old carpet or padding, etc. -- to be placed in a dumpster or dumpster enclosure. Empty cardboard cartons must be opened and flattened before placing in dumpsters.

8. **Odors:** Each resident shall exercise reasonable care to avoid making or permitting to be made noxious odors that are likely to disturb residents of other units.

## **LEASING & OCCUPANCY STANDARDS**

1. All owners are responsible for the instruction and supervision of their tenant(s), guests and/or children as to the provisions of all Beringwood Rules, Regulations & Policies; By-Laws; and Declaration.

2. All owners must provide a copy of Beringwood's Rules, Regulations & Policies; By-Laws; and Declaration to their leasing tenant(s).

3. All owners must ensure that tenant(s) are informed that no unit shall be used in any way that:

- a. may reasonably be considered annoying to the occupants of neighboring units;
- b. may be calculated to reduce the desirability of the Condominium as a residential community;
- c. may endanger the health or safety of other residents; or;
- d. may violate any law or any provision of the Condominium Documents.

4. A unit may be occupied by no more than two (2) persons per bedroom unless higher occupancy is permitted by public agencies that enforce compliance with the family status protection of the Fair Housing Act. These are the Rules and Regulations of the Federal Government.

5. A minimum lease period of six (6) months is required.

6. The owner who leases his/her unit shall provide the Association the name and telephone number of the tenant, and the name and telephone number of the Managing Agent, if applicable, per Section 82.144 of the Texas Uniform Condominium Act.

7. The Association maintains the right to require Landlords to exercise their right of non-renewal if a tenant violates parking or noise rules repeatedly during their tenancy. The Association may require the Landlord to file for eviction of any tenant that endangers the life or safety of other residents within the community on a repeated basis.

## **PARKING**

1. Residents must park only in their assigned space(s). Those with an additional vehicle must park the second vehicle in the unassigned spaces on the north and west sides of the property. There are covered parking places available for lease that can be assigned to a unit. Contact the Management Company for details.
2. Guests must park only in the following locations:
  - a. Unassigned spaces on the north and west sides of the property;
  - b. Spaces stenciled "Visitors" which are:
    - (1) outside the fence of Buildings 702 and 726;
    - (2) adjacent to the Clubhouse in front of Building 704; and
    - (3) directly across from the Clubhouse on the west side of Building 726.
3. Vehicles parked in any of the following unauthorized areas or manner are subject to being towed at the owner's expense:
  - a. Fire Zone (red curb);
  - b. No Parking Zone (white curb);
  - c. in front of the Clubhouse (to retrieve mail);
  - d. in front of a dumpster; or;
  - e. occupying more than one (1) space.
4. There shall be no more than two (2), vehicles (4, 3 or 2 wheel) per unit parked on the property.
5. Vehicles in unassigned or Visitor parking spaces which are not in daily usage off the premises are considered stored and are subject to being towed at the owner's expense.
6. All motor vehicles must be kept in proper condition with up-to-date inspection stickers and license plates and must be in driving condition.
7. Automobile repairs, including changing of fluids, is not permitted in any common areas or carports.
8. Vehicles may not be washed on the property.
9. No boats, trailers, campers, recreational vehicles, oversized vans or buses, commercial vehicles or any other unacceptable or undesirable vehicles shall be parked on the property except for loading or unloading. No vehicles are to be stored on the property. Inoperative vehicles shall not be stored in the common elements or carports (assigned or

leased spaces). Motorcycles may be parked only in the designated parking space of the respective owner(s) or residents.

10. Moving vans over 13,000 pounds and three (3) axles are prohibited on the property, and must park on the street. They may either be unloaded to a smaller vehicle (for entry on the property), or contents must be unloaded directly from the original moving van and carried onto the property.

11. Carport areas are to be kept free of all debris and storage of any objects. A vehicle is deemed to be inoperative if it has a flat tire or is on a block or jack, it is covered by a tarp, the vehicle does not display all required current permits and licenses, or it is otherwise incapable of being legally operated on a public street.

12. The Association reserves the right to have any motorized vehicle parked in unauthorized areas towed at the owner expense.

13. Parking permits are required for each resident's vehicle. Permits will be issued upon completion of parking vehicle registration form submission to the management company. No more than two (2) parking permits will be issued for any unit without documentation of sale of vehicle or change in tenant. Permits are required to be used for parking within the community. Any resident vehicle improperly parked in a labelled visitor parking space may be towed in accordance with this parking policy. Blank registration forms can be printed from the community website or requested from the management company.

14. The Association, may, but shall not be required to, provide courtesy notice(s) of parking violations and an opportunity to cure such violations prior to any enforcement action. Enforcement action may include the levy of fine(s), towing, or the filing of lawsuits seeking appropriate injunctive relief. All costs and expenses, including reasonable attorney fees and costs, incurred in connection with any enforcement action, shall be charged to the Owner of the Condominium Unit (irrespective of whether the Owner is the actual resident or the owner of the vehicle in violation), whether or not a lawsuit is filed.

The Association shall have the authority to levy a fine in the amount of \$25.00 for any first violation of the Parking Rules and Regulations. Upon the second violation, and all subsequent violations, such fine shall be increased to \$50.00 for each violation. Within thirty (30) days of receipt of notification of the issuance of a fine for the first violation, the Owner may ask the Board, in writing, for a hearing before the Board. Such hearing will be held within thirty (30) days of the Board's receipt of such request.

In addition, any vehicle in violation of these Rules may be towed or otherwise removed from the Condominium by or at the direction of the Association, or the Association's managing agent, at the expense of the vehicle's Owner. All expenses incurred for towing and removal shall be allocated to, and be the sole responsibility of the owner of such vehicle. The Association may maintain contracts from time to time with wrecker or towing contractors who shall be authorized to tow motor vehicles in violation of these

rules; signs shall be posted at and/or within the Properties with the telephone number of such wrecker or towing service.

**Towing may be immediate and without prior notice if:**

- (a) such resident vehicle does not display a current, valid parking permit;**
- (b) a resident vehicle is parked in a labelled visitor parking space;**
- (c) a vehicle is unattended on any portion of the private drive or private streets;**
- (d) a vehicle obstructs vehicular entry or exit of the Condominium;**
- (e) a vehicle prevents a vehicle from entering or exiting a carport or parking space;**
- (f) any vehicle is in or obstructs a marked or designated "No Parking" area of "Fire Lane"; and/or**
- (g) any vehicle is leaking a fluid that presents a hazard or threat to persons or property.**

Towing of vehicles shall be in accordance with Chapter 2308 of the Texas Occupations Code (Vehicle Towing and Booting).

Any and/or all of the above and foregoing remedies shall be cumulative and the Association shall have the right to pursue any or all of such remedies at any time in the sole discretion of the Board.

The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for Rules violations. Any Owner and/or Resident in violation of any of the Rules governing parking set forth herein shall be liable for any damage to the common areas/common elements, any Condominium Unit; or any damage, injury, or death to any other person whomsoever, to the extent such damage or injury is a result of, directly or indirectly, or is attributable to, such violation.

## **PETS**

1. **Subject to Rules:** A resident may not keep or permit a pet or animal of any kind, at any time, except as permitted by these Rules and the Condominium Documents.

2. **Permitted Pets:** Each unit shall be limited to two (2) pets, exclusive of a bird kept in a cage inside a unit and fish maintained in an aquarium. All animals kept within the Condominium may not be kept or bred for any commercial purpose and shall have the care and restraint so as not to be obnoxious or offensive on account of noise, odor on unsanitary condition. Animals that are specially trained animals that serve as physical aids to handicapped residents, regardless of the animal's size or type will be accepted in accordance with Fair Housing laws and guidelines.

All existing pets at the time these rules are effective will be "grandfathered." Once a "grandfathered" pet dies or leaves the premises, it may not be replaced. To have your pets "grandfathered," submit a request in writing to Beringwood Association's Management Company within one (1) month of the effective date of these Rules to register (name, type of pet, breed, weight, photo, etc.) those pets for the record.

3. **Prohibited Animals:** No resident may keep a dangerous or exotic animal, such as a pit bull terrier, a trained attack dog, or any other animal deemed by the Association to be a potential threat to the well-being of people or other animals. No animal or house pet may be kept, bred or maintained for a commercial purpose. As directed and upon approval of the Board of Directors, upon notice from the management company, any animal that has been implicated in an attack on a person or other animal must be removed from the community.

4. **Indoors/Outdoors:** A permitted pet must be maintained inside the unit, and may not be kept on balconies or patios. However, a pet may be kept in the limited common area patio on downstairs units (the fenced-in area commonly called a patio) so long as it is temporary in nature, is completely fenced and a person is in close attendance (at least within the unit). No pet shall be fed on or from a balcony or patio. No pet is allowed on General Common Elements unless carried or leashed; such leash shall not exceed ten (10) feet. The pet must be under the control of a responsible person at all times. No pet may be leashed, tied or tethered to any stationary object on the Common Elements.

5. **Disturbance:** Pets shall be kept in a manner that does not disturb another resident's rest or peaceful enjoyment of his or her unit or the Common Elements. No pet shall be permitted to bark, howl, whine, screech or make other loud noises for extended or repeated periods of time.

6. **Damage:** Resident is responsible for any property damage, injury or disturbance his or her pet may cause or inflict. Resident shall compensate any person injured by his or her pet. Any resident who keeps a pet on the Condominium property shall be deemed to have indemnified and agreed to hold harmless the Board of Directors, the Association and other owners and residents from any loss, claim or liability of any kind or character whatever resulting from any action of his or her pet or arising by reason of keeping or maintaining such pet on the Condominium property.

7. **Pooper Scoopers:** No resident may permit his or her pet to relieve itself on the Condominium property without clearing the area of pet waste immediately. Residents are responsible for the removal of his or her pet's wastes from the Common Elements and must have in his or her possession a bag or pooper scooper. The Board of Directors will levy a fine against a unit and its owner each time wastes are discovered on the Common Elements and attributed to an animal in the custody of that unit's resident.

8. **Removal:** The owner of any animals not meeting these rules shall remove the animal from the Condominium immediately.

## **POOL AND POOL AREA**

1. All guests utilizing the pool and pool area (inside the fenced area) must be accompanied by a Beringwood owner or adult resident.

2. Pool hours are 8:00 a.m. to 9:00 p.m. daily.

3. No lifeguards will be on duty. SWIM AT YOUR OWN RISK. Govern yourself and your guests and invitees accordingly.
4. No child under the age of sixteen (16) years is permitted in the pool or pool area unless at all times supervised by an owner or resident who is not less than twenty-one (21) years of age. Non-swimmers should be accompanied at all times within the pool area and pool. Owners and residents are entitled to only two (2) guests unless prior approval is received from the Association. Violating this Rule will result in all guests being requested to leave. A person who violates any of these Rules may be compelled to leave the pool and pool area.
5. No persons with open sores or communicable diseases may use the pool at any time.
6. Pets are not permitted in the pool at any time, as such is prohibited by City of Houston Ordinance, Chapter 43, Section 22 (b): "No person operating a public or semipublic pool shall permit animals to enter or remain in said public or semipublic pool." Also, pets are forbidden inside the fenced area at all times.
7. No running, diving, shouting, horse play or bicycles will be permitted in or around the pool at any time. Persons not observing this rule must take full responsibility for any injuries or damages resulting from the violation thereof.
8. No bottles or glass containers are allowed inside the fenced area. Beverages contained in non-breakable containers are permitted in the pool area. No smoking, eating or drinking are permitted in the pool itself. Use of alcohol in the pool area is prohibited.
9. Noise and music shall be kept at a reasonable level, and/or according to City of Houston Ordinance, Chapter 30, Section 1-10. Call the police, if necessary, to control noise.
10. Standard swimwear is to be worn in the pool itself -- no cutoffs.
11. The pool and/or pool area cannot be used, or be available, for party events.
12. All personal items and trash must be removed when leaving the pool area.
13. Any costs due to damage to the property, fence and/or gates will be billed to the owner's account. This includes pool furniture, pool equipment, etc.
14. A person who violates any of these Rules may be compelled to leave the pool and pool area.

## **TENNIS COURT**

1. All guests utilizing the tennis court must be accompanied by a Beringwood owner or resident.



2. Tennis court hours are 8:00 a.m. to 9:00 p.m. daily.
3. Use of the tennis court is on a first-come basis.
4. When others are waiting to play, time of play should be limited to one (1) hour after the arrival of the second party.
5. Only tennis shoes are permitted inside the tennis court fence.
6. No pets are permitted inside the tennis court fence.
7. The lights to the tennis court shall be turned off at the end of play.
8. No owner or leasing resident may utilize the tennis court to provide, whether to paying or non-paying users, tennis lessons or professional instructions to groups, classes, non-owners or non-tenants.
9. Owners or leasing residents may employ a professional to provide tennis lessons or tennis instructions on an individual basis only. No group lessons are permitted.

## **FINES AND PROPERTY DAMAGE CHARGE-BACKS**

Before the Association may charge the Unit owner(s) for property damage for which the Unit owner is liable or levy a fine for violation of the Declaration, Bylaws, or these Rules, Regulations & Policies, the Association, acting by and through its Board of Directors or managing agent, shall give to the Unit owner a written notice that:

1. describes the violation or property damage and states the amount of the proposed fine or damage charge;
2. states that not later than the 30<sup>th</sup> day after the date of the notice, the unit owner may request a hearing before the Board of Directors to contest the fine or damage charge; and
3. allows the unit owner a reasonable time, by a specified date, to cure the violation and avoid the fine unless the owner was given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months.

The Association may give a copy of the notice required above to a resident of the unit (if other than the Owner of the unit).

The Association shall give notice of a levied fine or damage charge to the owner of unit not later than the 30<sup>th</sup> day after the date of levy.

Unless otherwise provided in these Rules, Regulations, and Policies, the fining structure will be as follows:

1. First Violation: \$50.00 Fine.
2. Second Violation: \$100.00 Fine.
3. As to recurring or continuing Violations: If the offense recurs or continues after the First Violation, the Association will continue to assess a \$50.00 fine each and every month the violation exists or each time it occurs until abated, and the Association may refer the matter to legal counsel. All fees, including all attorneys' 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 and will be added to the owner's assessment account and may be collected in the same manner as assessments.

The fine Policy Conditions are as follows:

1. No one will be fined without the Association following the process outlined above.
2. Anyone who is fined will be given a reasonable opportunity to respond to the charge.
3. To dispute a fine, the owner must request in writing a hearing with the Board postmarked no later than thirty (30) days from the date of the letter imposing the fine, setting forth the specific nature of the owner's dispute.
4. Notification will be sent to the writer of the letter informing him or her of the date of the Board Meeting when the dispute will be discussed.
5. The owner filing the dispute will be placed on the Board Meeting agenda and the owner will be allowed a reasonable period of time to present his or her reasons why the fine should not be imposed or should be abated.
6. The Board's decision after the hearing is final and any affirmed or non-appealed fine will be due and payable on the first of the next month after notification.
7. Should any offense recur within twelve (12) months after the first occurrence of a similar violation, no notice will be given and the fine will be immediately imposed as a Second Violation or as a Recurring or Continuing Violation.
8. Fines will be assessed on each rule violation and will be cumulative.

## **DISPUTE RESOLUTIONS**

Any owner or resident with a dispute with a neighbor should first attempt to resolve the problem on a friendly basis. If you cannot resolve the problem, contact Harris County Dispute Resolution Center, 4949 San Jacinto, Suite 220, Houston, Texas, Phone 713-755-

8274, Fax 713-755-8825, or visit their Website: [www.co.harris.tx.us/drc](http://www.co.harris.tx.us/drc). The DRC, at no charge to you, will assist in working with the parties to work out resolution to the problem. The Association cannot, and will not, intervene in personal disputes. Disputes regarding policies or Association management should be brought to the attention of the Board of Directors by the member during a monthly Board meeting. The resident should contact the managing agent to notify of the request in order to be added to the next Board meeting agenda.

## **RESPONSIBILITIES of SELLERS**

It will be the responsibility of the Seller to inform the Buyer of these Rules and any modifications that will be required of the unit to comply with these Rules. This is especially important to any unit that may have "grandfathered" elements which need modification.

## **RESPONSIBILITIES of OWNERS for Common Area Damage**

Owners shall be responsible for, and liable to the Association for violations of these Rules, and any damages to the common elements caused by any occupant of the Owner's unit, or the Owner's or occupants family, guests, employees, agents, pets or invitees, and for all costs incurred by the Association to obtain compliance, including attorney's fees and costs, whether or not suit is filed.