

SCHEDULE B
RULES AND REGULATIONS FOR
STONE BROOK TOWNHOMES

1. Any common sidewalks, driveways, entrances, halls and passageways shall not be obstructed or used by any unit owner for any other purpose than ingress to and egress from the units.
2. No article shall be placed on or in any of the common elements except for those articles of personal property which are the common property of all of the unit owners.
3. Unit owners, members of their families, their guests, residents, tenants or lessees shall not use sidewalks, driveways, entrances, halls and passageways as a play area(s).
4. No vehicle belonging to or under the control of a unit owner or a member of the family or a guest, tenant, lessee, or employee of a unit owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from a building. Vehicles shall be parked within designated parking areas. Any traffic flow markings and signs regulating traffic on the premises shall be strictly observed.
5. No work of any kind shall be done upon the exterior building walls or upon the common elements by any unit owner. Such work is the responsibility of the Association.
6. No owner, resident, tenant or lessee shall install wiring for electrical or telephone installation or for any other purpose, nor shall any television or radio antennae, machines, or air conditioning units be installed on the exterior of the project or be installed in such a manner that they protrude through the walls or the roof of the condominium improvements except as may be expressly authorized by the Association.
7. Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb occupants of other units, and the same shall not be played or permitted to be played between the hours of 11:30 P.M. and the following 8:00 A.M. if the same shall disturb or tend to disturb other occupants.
8. Disposition of garbage and trash shall be only by the use of garbage disposal units or by use of common trash facilities.
9. No animals, livestock or poultry of any kind shall be raised, bred, kept, maintained or harbored within this condominium regime, except that one dog or cat or other household pet (lap size) may be kept; provided that, they are not raised, provided further, that if such dog, cat or other household pet becomes obnoxious to other owners, the owner of such dog, cat or other household pet, shall dispose of same upon written notice issued by the Managing Agent, or if there is no Managing Agent, then the Board of Directors.

STONE BROOK TOWNHOME
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL.34 PAGE 10

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

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

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

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

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

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

N889008

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SECRETARY'S CERTIFICATE OF
RESOLUTIONS OF BOARD OF DIRECTORS OF
STONEY BROOK TOWNHOMES ASSOCIATION, INC.
AMENDING RULES AND REGULATIONS
OF
STONEY BROOK TOWNHOMES ASSOCIATION, INC.

STATE OF TEXAS *
*
COUNTY OF HARRIS *

I, MARIA SCALZA, Secretary of Stoney Brook Townhomes Association, Inc., a Texas non-profit corporation (the "Association"), do hereby certify at the duly noticed meeting of the Board of Directors of the Association held on September 22, 1992 with at least a majority of the Directors being present thereat and remaining throughout and being duly authorized to transact business, the following resolutions were duly made and approved:

WHEREAS, on or about February 1, 1977, that certain instrument entitled "CONDOMINIUM DECLARATION FOR STONEY BROOK TOWNHOMES (A Condominium)" (the "Declaration") was filed in Volume 34, Page 1, of the Condominium Records of Harris County, Texas; and

WHEREAS, Schedule B to the By-Laws, which are attached to the Declaration, sets forth certain Rules and Regulations of the STONEY BROOK TOWNHOMES ASSOCIATION, INC. (the "Association"); and

WHEREAS, Article XII, Section 12.9(a) of the By-Laws provides that the Rules and Regulations shall be effective until amended or supplemented by the Association; and

WHEREAS, Article V, Section 5.3(b) and Article XII, Section 12.9(b) of the By-Laws provide that the Rules and Regulations may be amended by the Board of Directors of the Association from time to time as necessary for the operation, use and occupancy of the STONEY BROOK TOWNHOMES; and

WHEREAS, Article XII, Section 12.9(b) further provides that copies of such amended Rules and Regulations shall be furnished to each unit owner prior to the date when same shall be effective.

NOW, THEREFORE, BE IT RESOLVED that the Rules and Regulations of the Association are hereby amended to read as set forth in Exhibit "A" attached hereto and incorporated herein for all purposes.

BE IT FURTHER RESOLVED that pursuant to Article XII, Section 12.9(b) of the By-Laws, the Secretary of the Association is directed to see that copies of Exhibit "A" are mailed to all unit owners in Stoney Brook Townhomes and that a copy of this Resolution be filed in the Condominium Records of Harris County, Texas.

I further certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing resolutions which were approved or set forth above and now appears in the books and records of the Association.

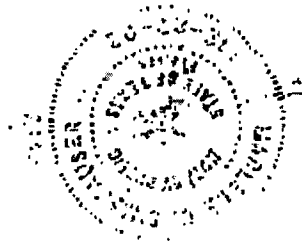
TO CERTIFY WHICH WITNESS MY HAND on this 23 day of September, 1992.

Stoney Brook Townhomes Association, Inc.

Maria Scalia
Maria Scalia, Its Secretary

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 23rd day of September, 1992.

Marlene O. Simons
NOTARY PUBLIC - STATE OF TEXAS
Print Name: Marlene O. Simons
Comm. Exp.: 12/31/92



FILED

92 OCT -2 PM 2:49

Opie L. Simmons
COUNTY CLERK
HARRIS COUNTY, TEXAS

STONEY BROOK TOWNHOMES
RULES AND REGULATIONS

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

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

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

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

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

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

COUNTY , TEXAS

164042

CAMERA DESIGNATION MRG 1

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

C:\WP51\RULES

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

OCT. 2 1992



Quinta Rodenhauer
COUNTY CLERK,
HARRIS COUNTY, TEXAS

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STONEY BROOK TOWNHOMES
AMENDMENT
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS

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REDUCTION 16X CAMERA DESIGNATION MRG 1

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C:\WPS1\RULES

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NOTICE
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**AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006
OF THE TEXAS PROPERTY CODE**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Terry H. Sears, who, being by me duly sworn according to law, stated the following under oath:

“My name is Terry H. Sears. I am over twenty-one (21) years of age and fully competent to make this affidavit. I have personal knowledge of all facts stated herein, and they are all true and correct.

I am the attorney for Stoney Brook Townhomes Association, Inc., a Texas non-profit corporation (the “Association”) and I have been authorized by the Association’s Board of Directors to sign this Affidavit.

The Association is a “property owners’ association” as defined in Section 202.001(2) and Section 204.004 of the Texas Property Code.

Attached hereto are the originals of, or true and correct copies of, the following dedicatory instruments, including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded: 1) Rules and Regulations; 2) Rules Enforcement (Fines) Policy; 3) Second Amendment to Condominium Declaration for Stoney Brook Townhomes (A Condominium); 4) Site Map; and 5) Management Certificate. The documents attached hereto are subject to being supplemented, amended or changed by the Association.

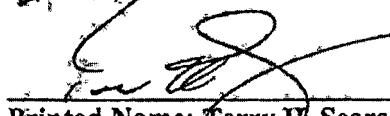
Dedicatory instruments of the Association that have already been filed in the Real Property Records are as follows:

- 1.) Condominium Declaration, By-laws and Rules & Regulations for Stoney Brook Townhomes (A Condominium), recorded under County Clerk’s File No. F031145, and filed on February 1, 1977, in the Official Real Property Records of Harris County, Texas; and filed under Volume 34, Page 1 et seq. of the Official Condominium Records of Harris County, Texas.
- 2.) Amendment to Condominium Declaration for Stoney Brook Townhomes (A Condominium), recorded under County Clerk’s File No. F047047, and filed on February 17, 1977, in the Official Real Property Records of Harris County, Texas; and filed under Volume 34, Page 86 et seq. of the Official Condominium Records of Harris County, Texas.
- 3.) Assessment Collection Policy for Stoney Brook Townhomes (A Condominium), recorded under County Clerk’s File No. 20120005577, and filed on January 5, 2012, in the Official Real Property Records of Harris County, Texas.

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- 4.) Secretary's Certificate of Resolutions of Board of Directors of for Stoney Brook Townhomes Association, Inc., Amending Rules and Regulations of Stoney Brook Townhomes Association, Inc., recorded under County Clerk's File No. N889008, and filed on October 2, 1992, in the Official Real Property Records of Harris County, Texas; and filed under Film Code No. 164041 of the Official Condominium Records of Harris County, Texas.
- 5.) Certificate of Amendment to the By-Laws of Stoney Brook Townhomes Association, Inc., recorded under County Clerk's File No. R423242, and filed on June 2, 1995, in the Official Real Property Records of Harris County, Texas; and filed under Film Code No. 168007 of the Official Condominium Records of Harris County, Texas.
- 6.) Articles of Incorporation, recorded under County Clerk's File No. 20110542460, and filed on December 28, 2011, in the Official Real Property Records of Harris County, Texas.

SIGNED on this the 14th day of ~~January~~, 2013.



Printed Name: Terry H. Sears
 Position Held: Attorney and Agent for Stoney Brook Townhomes Association, Inc.

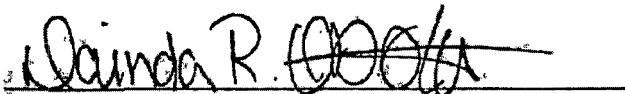
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VERIFICATION

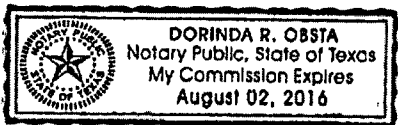
THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Terry H. Sears, who, after being duly sworn stated under oath that he has read the above and foregoing Affidavit and that every factual statement contained therein is within his personal knowledge and is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 14th day of January, 2013.


 Notary Public - State of Texas

RETURN TO:
 SEARS | BENNETT | LLP
 ATTORNEYS AT LAW
 9700 RICHMOND AVENUE, SUITE 222
 HOUSTON, TEXAS 77042



1085-48-1159

**STONEY BROOK TOWNHOMES
RULES AND REGULATIONS**

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

15. The Managing Agent, or if there is no Managing Agent, then the Board of Directors, shall retain a passkey to each unit. No unit owner shall alter any lock or install a new lock on any door leading into the unit without prior consent, and, if such consent is given, the owner shall provide a key for the Managing Agent's or the Board of Director's use.
16. The management personnel and staff are adequately compensated and no gratuities are to be given them. This is not to preclude appropriate remembrances at Christmas or other particular occasions.
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18. Prior to the time that any tenant, lessee or other such person shall take possession of a unit at the condominium project or regime, that person will be given a copy of these Rules and Regulations by the owner of that unit or the agent of the owner.
19. Pool rules are posted at the pool and are incorporated herein by reference. Pool rules must be adhered to by all residents, owners, members of unit owner's family, tenants, lessees and their guests. The pool and jacuzzi are closed between the hours of 10:00 P.M. and the following 8:00 A.M..
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COUNTY , TEXAS

164042

CAMERA DESIGNATION MRG 1

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

C:\WPS1\RULES

RRP 085-48-1163

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

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

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

OCT. 2 1992



Janita Rodenhauer
COUNTY CLERK,
HARRIS COUNTY, TEXAS

Rules Enforcement Policy
Of
Stoney Brook Townhomes Association, Inc.

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

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

NOTICE
VC

**AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006
OF THE TEXAS PROPERTY CODE**

THE STATE OF TEXAS §
 §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Terry H. Sears, who, being by me duly sworn according to law, stated the following under oath:

"My name is Sarah Vultaggio-Gerdes. I am over twenty-one (21) years of age and fully competent to make this affidavit. I have personal knowledge of all facts stated herein, and they are all true and correct.

I am the attorney for Stoney Brook Townhomes Association, Inc., a Texas non-profit corporation (the "Association") and I have been authorized by the Association's Board of Directors to sign this Affidavit.

The Association is a "property owners' association" as defined in Section 202.001(2) and Section 204.004 of the Texas Property Code.

Attached hereto are the originals of, or true and correct copies of, the following dedicatory instruments, including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded: 1) Rules & Regulations Regarding Leasing. The documents attached hereto are subject to being supplemented, amended or changed by the Association.

Dedicatory instruments of the Association that have already been filed in the Real Property Records are as follows:

- 1.) Condominium Declaration, By-laws and Rules & Regulations for Stoney Brook Townhomes (A Condominium), recorded under County Clerk's File No. F031145, and filed on February 1, 1977, in the Official Real Property Records of Harris County, Texas; and filed under Volume 34, Page 1 et seq. of the Official Condominium Records of Harris County, Texas.
- 2.) Amendment to Condominium Declaration for Stoney Brook Townhomes (A Condominium), recorded under County Clerk's File No. F047047, and filed on February 17, 1977, in the Official Real Property Records of Harris County, Texas; and filed under Volume 34, Page 86 et seq. of the Official Condominium Records of Harris County, Texas.
- 3.) Assessment Collection Policy for Stoney Brook Townhomes (A Condominium), recorded under County Clerk's File No. 20120005577, and filed on January 5, 2012, in the Official Real Property Records of Harris County, Texas.
- 4.) Secretary's Certificate of Resolutions of Board of Directors of for Stoney Brook Townhomes Association, Inc., Amending Rules and Regulations of Stoney Brook Townhomes Association, Inc., recorded under County Clerk's File No. N889008, and filed on October 2, 1992, in the Official Real Property Records of Harris

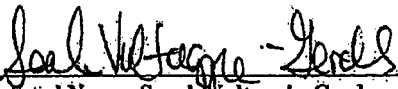
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County, Texas; and filed under Film Code No. 164041 of the Official Condominium Records of Harris County, Texas.

- 5.) Certificate of Amendment to the By-Laws of Stoney Brook Townhomes Association, Inc., recorded under County Clerk's File No. R423242, and filed on June 2, 1995, in the Official Real Property Records of Harris County, Texas; and filed under Film Code No. 168007 of the Official Condominium Records of Harris County, Texas.
- 6.) Articles of Incorporation, recorded under County Clerk's File No. 20110542460, and filed on December 28, 2011, in the Official Real Property Records of Harris County, Texas.
- 7.) Affidavit in Compliance with Section 202.006 recording the following dedicatory instruments 1) Rules and Regulations; 2) Rules Enforcement (Fines) Policy; 3) Second Amendment to Condominium Declaration for Stoney Brook Townhomes (A Condominium); 4) Site Map; and 5) Management Certificate, for Stoney Brook Townhomes Association, Inc., recorded on January 15, 2013 under County Clerk's File No. 20130021650 in the Official Public Records of Harris County, Texas.

SIGNED on this the 3rd day of June, 2013.


 Printed Name: Sarah Vultaggio-Gerdes
 Position Held: Attorney and Agent for Stoney Brook Townhomes Association, Inc.

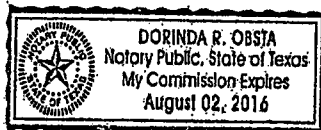
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VERIFICATION

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Sarah Vultaggio-Gerdes, who, after being duly sworn stated under oath that she has read the above and foregoing Affidavit and that every factual statement contained therein is within her personal knowledge and is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 3rd day of June, 2013.




 Notary Public - State of Texas

RETURN TO:
 SEARS | BENNETT | LLP
 ATTORNEYS AT LAW
 9700 RICHMOND AVENUE, SUITE 222
 HOUSTON, TEXAS 77042

STONEY BROOK TOWNHOMES ASSOCIATION, INC.
RULES AND REGULATIONS REGARDING LEASING

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The STONEY BROOK TOWNHOMES ASSOCIATION, INC. (the "Association") is a Condominium Regime established by the Condominium Declaration for Stoney Brook Townhomes filed on February 1, 1977, under County Clerk's File No. F031145 in the Official Real Property Records of Harris County, Texas, and Volume 34, Page 1 et seq. of the Official Condominium Records of Harris County, Texas, and all amendments thereto and hereinafter adopted, collectively referred to as the "Declaration."

These Rules and Regulations have been adopted by the Board of Directors of the Association in accordance with the Declaration, By-Laws, and the authority granted to the Board of Directors under Section 82.102(a)(7) of the Texas Uniform Condominium Act.

The following Rules and Regulations are effective June 1, 2013 and apply to all owners, tenants, and guests at Stoney Brooks. As a reminder, all owners must provide their tenants with a copy of the Rules and Regulations, Policies, By-Laws, Articles, and Declaration of the Association (hereafter collectively referred to as "Governing Documents"). Owners are personally responsible for each tenant's compliance with the Governing Documents.

- I. Owner Occupation: Any Owner purchasing a Condominium Unit must reside within the Unit for a period of twelve (12) consecutive months prior to renting the Condominium Unit. Thereafter all lease agreements must be for a period of not less than six (6) months and are valid only if leased to the Lessee by the Owner of record or Owner's agent. NO Resident Owner or Tenant shall let or sublet part of the unit of their resident to another party.
- II. In order to enhance the appearance of the community, all unit windows shall be covered by curtains, drapes or blinds and must appear white on the outside. Sheets, blankets, foil or similar materials may not be hung in place of or in front of curtains, drapes or blinds.

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Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees 24.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS

EXHIBIT "A"

**AMENDED AND RESTATED RULES AND REGULATIONS
STONEY BROOK TOWNHOMES ASSOCIATION, INC.
October 20, 2020**

WHEREAS, the Stoney Brook Townhomes Association, Inc. (The "Association"), a Texas nonprofit corporation, was established to, among other purposes, "operate, manage, maintain and administer the affairs of Stoney Brook Townhomes, a condominium project (the "Condominium") established pursuant to that certain Condominium Declaration for Stoney Brook Townhomes, recorded in Volume 34, page 1 of the Condominium Records of Harris County, Texas (the "Declaration")" and to exercise all powers which may be necessary or convenient to the operation, management, maintenance and administration of the affairs of the STONEY BROOK TOWNHOMES (Property), as a condominium project in accordance with (a) the Declaration; (b) the Bylaws of the Association attached as Exhibit to the Declaration and incorporated therein by reference, and all amendments thereto ("Bylaws"); (c) Policies/Rules and Regulations of the Association (the "Policy/Rules"); and (d) the provisions of Chapter 82 of the TEXAS PROPERTY CODE; and

Section 82.101(a)(6) of the Texas Property Code authorizes the Association, acting by and through the Board of Directors, to "regulate the use, maintenance, repair, replacement, modification, and appearance of the Condominium"; and Section 82.101(a)(7) of the Texas Property Code authorizes the Association, acting by and through the Board, to "adopt and amend rules regulating the use, occupancy, leasing or sale, maintenance, repair, modification, and appearance of units and common elements, to the extent that the regulated actions affect common elements or other units"; and

WHEREAS, Article V, Section 5.3 (b) of the Bylaws authorizes the Association, acting by and through the Board of Directors, to "establish, maintain, and enforce compliance with such reasonable house rules as may be necessary for the operation, use, and occupancy of the Properties with the right to amend same from time to time..."; and

WHEREAS, pursuant to the authority vested in and to the Board of Directors as set forth in the Texas Property Code, and the Bylaws, the Board of Directors, having considered all relevant factors, and based on its reasonable judgment, has deemed it necessary and desirable to adopt certain AMENDED AND RESTATED RULES AND REGULATIONS which shall be applicable to all owners, Association members, tenants, and residents, together with their respective family members, guests, and invitees;

NOW THEREFORE, effective upon the date these amended and restated Rules and Regulations are filed in the Real Property Records of Harris County, Texas as a dedicatory instrument of the Association, the following AMENDED AND RESTATED RULES AND REGULATIONS shall be and are hereby adopted:

- 1 **Obstructions:** No common sidewalks, drives, entrances, and passageways shall be obstructed by any Condominium Unit owner, tenant, family members or their guests for any other purpose than as an ingress to, or egress from, the Units.
- 2 **Non-Play Areas:** Condominium Unit owners, members of their families, their guests, residents, tenants or lessees shall not use sidewalks, garages, drives, entrances, or passageways as a play area(s). Toys and other miscellaneous items shall not be stored at the entrance or sidewalk of any Condominium Unit. See Paragraph 5.

Parking/Towing/Assigned Parking Spaces: Various parking rules are as follows:

- .1 No inoperable vehicle, bicycle or tricycle, of any type whatsoever may be parked or kept on/in an Owner's designated parking space, in guest parking or on the Stoney Brook property. An inoperable vehicle includes any vehicle that: does not exhibit current license and inspection stickers/plates; is not mechanically operative including flat tires; or cannot be legally driven on public streets.
- .2 Each Condominium Unit has been assigned a minimum of one and no greater than two specified parking spaces in accordance with the Condominium Declaration and amended February 17, 1977. All Guest parking is for the temporary use of guests and is not to be used as additional parking spaces for "additional" Owner or resident automobiles. Owners or Residents shall use their assigned parking spaces and leave the Property's Drive parking and "Guest parking" available for guests.
- .3 Owners or Residents shall park only in the spaces assigned to their Condominium Unit and shall not park in spaces of other Owners or Residents or areas designated as guest parking, except that owners and residents may park in guest parking for periods not to exceed two (2) hours to load and unload their vehicles.
- .4 Owners or Residents who possess more vehicles than assigned parking spaces may not park any "extra" vehicles on the property. Such "extra" vehicles will be towed after notice to the Owner or Resident. However, an Owner or Resident may make arrangements to use one or more of the parking spaces of another Owner or Resident, on any basis mutually acceptable to the parties.
- .5 Owners or Residents shall not permit their family, guests or invitees to use parking spaces of other Owners or Residents, except for arrangements made pursuant to Rule 3.4.
- .6 No vehicle of any kind shall be parked, stored or otherwise permitted to remain adjacent to any curb or area designated as a no parking area by sign, curb painting or other marking as a "Fire Lane" or any otherwise indicated as "No Parking". Moving vans, trucks, and commercial vehicles may be parked in these areas while they are actively being loaded or unloaded.
- .7 Owner's assigned underground parking spaces may not park/store bicycles, tricycles or child's wheeled toys or store/place storage boxes, shelving or similar open containers on/in their assigned space(s).
- .8 Owner's assigned underground parking spaces may place an enclosed storage shed within the confines of the space's perimeter. The cost and maintenance of the shed are entirely the responsibility of the owner. Prior to the shed's installation the owner must receive written approval from the Board. The approval process requires a written plan and drawing detailing size, dimensions, color and materials. A printout containing this information is acceptable. Features of the shed should include the ability to lock and secure the access. Approved sheds shall be cleaned and painted on a regular basis at the owner's expense to maintain an attractive appearance. Owners and Residents are reminded that Stoney Brook is not gated, and any such items are placed there entirely at the risk of such Owners and Residents. The Association assumes no liability for nor shall it be liable for any loss or damage to items stored in Common Elements or storage areas.
- .9 Owners or Residents may not park trailers, boats, oversized vehicles, including those that display advertising (that cover a surface area greater than 25 square feet) in their underground or assigned parking spaces. These vehicles may not be parked anywhere on the Stoney Brook Townhome property.
- .10 Vehicle repair work shall not be done to vehicles in a parking space or anywhere on the property, except in instances of automobile recovery repair clubs and warranty repair services or windshield glass replacement, with repairs done in an interval of a few hours.
- .11 No Owner or Resident shall use the Property's Drive for permanent or long-term parking of their vehicles or any vehicle of their family, guest or invitee. A vehicle of a family member, guest or

- invitee parked in the Guest Parking for more than 72 hours will be subject to towing after initial warning. Rule 3.11 specifically does not apply to owner vehicles attempting to use guest parking for more than two hours as described in paragraph 3.3.
- .12 In the case of flooding, owners may use guest parking spaces until the threat of flooding has subsided. Once Guest parking spaces are filled, owners must park their vehicles on Stoney Brook Drive. In no case shall FIRE LANES be blocked.
 - .13 No Resident or any guest, or invitee of any Resident shall utilize any Common Element electrical outlet or electricity furnished by the Association in whole or part to charge or recharge any vehicle powered in whole or part by electricity (whether battery powered or hybrid).
- 4 **Storage:** No article shall be placed on or in any of the general Common Elements except for those articles of personal property which are the community property for the benefit of all the Condominium Unit owners. Articles placed in such Common Elements are subject to removal and disposal without notice.
- 5 **Common Elements:** No work of any kind shall be done upon the exterior building walls or general Common Elements by any Condominium Unit owner. Such work is the responsibility of the Association. See Rule 26 for guidelines concerning installation of flagpoles.
- 6 **Electrical:** No owner, resident, tenant or lessee shall install outside wiring for electrical or telephone installation or for any other purpose, nor shall any machine, or air-conditioning Unit be installed on the exterior of the Condominium Unit or be installed to protrude through the walls or the roof of the Condominium improvements except as may be expressly authorized by the Association. See Rule 13 for additional requirements regarding satellite dish installation.
- 7 **Trash:** Domestic garbage and trash shall be deposited by the owners or residents in the trash dumpsters located in the underground parking areas. Domestic garbage and trash are not to be stored/deposited outside the individual Condominium Unit's entrance. Construction debris, discarded furniture, appliances, or mattresses and/or any other oversized items are not to be deposited in the dumpsters. Owners will be fined when found in violation of trash rules whether caused the owner, tenant or lessee of the Condominium Unit. Owners must instruct contractors that construction debris should not be discarded in the dumpsters.
- 8 **Animals:** No animals, livestock or poultry of any kind shall be raised, bred, kept, maintained or harbored within this Condominium project or regime, except that two dogs or cats or other household pets may be kept; provided that such dog, cat or other household pet does not become obnoxious to other Condominium Unit owners. Various rules regarding pets are as follows:
- .1 The Board shall have the right to direct the removal of any pet that is a nuisance to any Owner or Resident (or their pets) on the Project, which includes, but is not limited to, excessive barking or biting.
 - .2 No household is allowed more than two household pets. The Board shall have the right to direct removal of any pet from a household that exceeds these maximums.
 - .3 All pets (including cats) must be restrained by a leash when outside of its Owner's Condominium Unit, and no pet shall be allowed to run loose within the confines of the Project (see City of Houston Leash Laws). Pets roaming freely on the property are subject to removal at any time and without notice.
 - .4 Pet Owners (or pet walkers) are required to pick up all fecal material (feces) deposited by their pets (dogs *and* cats) at any location on the property and dispose of it in a proper and sanitary manner in order to prevent disease and maintain cleanliness of the property (see City of Houston Pooper Scooper Law).
 - .5 No pets are permitted in the pool area.

- 9 **Barbeque Grills;** Both gas or charcoal grills and smokers shall be used according to the City of Houston's Fire Code Ordinance, which requires use of charcoal or gas grills, smokers and barbecuing pits to be at least 10 feet from a combustible building material (including wooden fences). All grills are prohibited from second story balconies. Charcoals or ashes shall not be deposited in the dumpsters before they are soaked in water for 15 minutes and the remains deposited in sealed plastic bags. No barbecuing or cooking will be allowed on any balcony, in any courtyard or in the garage.
- 10 **Fines:** The Board has resolved pursuant to Rules and Regulations for the Stoney Brook Townhome Association Inc. that it is necessary to adopt and enforce an equitable policy in regard to levying fines on Owners for continued violation of these regulations. The Board may levy a fine for the maximum amount of \$200.00 to any Owner for continued violations by the owner, tenant or resident of any of the rules and regulations set forth herein or contained in the Condominium Declaration and Bylaws. Such a fine may only be levied after the following:
- .1 The Owner or resident has received two written notices describing the violation and the underlying rule or regulation,
 - .2 The Owner or resident received notice of the amount and necessity of the levied fine, and
 - .3 The Owner or resident allowed the violation to remain uncorrected for more than 30 days. The collection of such levied fines shall be in accordance with other rights and remedies available under the By-Laws of the Association.
- 11 **Use of Generators:** In the event of loss of electricity, personal generators may be used under the following guidelines:
- .1 Generators are not to be run indoors or on upper balconies,
 - .2 Generators must be placed in a ventilated area,
 - .3 Storage of gasoline is prohibited on a patio or balcony, or otherwise visible in open areas of the Property, including but not limited to garage,
 - .4 Gasoline cans must be stored in a proper container to prevent leakage, fumes and odors, and
 - .5 Hours of generator operation shall be limited from 6:00 a.m. to 11:00 p.m. with the exception of residents with a chronic medical condition (e.g., continued power is required to operate oxygen or other respiratory equipment).
- 12 **Patios, Unit Entries and Balconies:** Owners or Residents may place upon balconies or patios appurtenant to such Owner or Resident's Condominium Unit: patio furniture; and such decorative items as such Owner or Resident may deem desirable; however, balconies, patios and assigned parking spaces may not be used as extra storage space of items that detracts from the general appearance of the Project (e.g., tool boxes, ladders, flammable liquids or other items that would otherwise be stored in your home or offsite storage). The Board has determined that such a detraction from general appearance occurs when the item can be seen from outside the balcony or patio. Thus, a container stored on the patio that is below the top of an enclosed patio fence is not a detraction. The Board shall have the right at any time to direct removal of any item that the Board determines, in its sole discretion, is distasteful and diminishes the Project's general appearance. Empty flower pots or empty plant containers or any other refuse item(s) shall not be stored on any balcony, patio or parking space, nor shall they be stored in any Common or Limited Elements.
- 13 **Satellites, Dishes, Antennas and Cables:** No antenna or satellite dish of any kind shall be permitted without the prior written approval of the Association. The Association will approve such installation that is in conformance with the resolution "Rules for Installing Satellite Dishes and Antennas" filed of record with the Harris County Clerk. A copy of this resolution can be supplied to a condominium owner upon request. If the Owner or Residents retains any other contractor to install additional outlets in their Condominium Unit which requires additional cables outside the unit, it is the Owner's responsibility to

insure that these new cables are properly secured, buried and hidden from view. Any cable not so installed will be properly covered/buried by the Association and the Owner will be charged not less than \$200.00.

- 14 **Signs, Emblems, Posters, Displays:** No sign, notice or advertisement of any kind shall be posted within the confines of the Property without the prior written consent of the Board, except:
- .1 Signs and Notice may be posted on the common Bulletin Boards located at the mail stations.
 - .2 Open house signs directing to location may be placed the day of, but no greater than four (4) hours prior to the event and removed no later than two (2) hours following the event.
 - .3 Realtors, brokers and sellers must comply with the Bylaws and Rules and Regulations of the Project.
 - .4 One sale or rental sign, may be placed in one window of the Condominium Unit that is being sold or leased.
 - .5 Owner may display a sign advertising apolitical candidate or ballot item for an election during an applicable election period in accordance with Section 202.009 of the Texas Property Code.
- 15 **Swimming Pools:** The swimming pools and other Common Areas are for use by all Owners and Residents. Every precaution is taken to assure safety of homeowners, resident, and/or their guests. Owners or Residents, as well as their guests or invitees, must abide by the Pool Rules as posted. Such rules and regulations will be deemed to be a part of these Rules and Regulations and will be enforceable in the same manner as provided for in the Declaration thereof. These posted rules include, but are not limited to, the following:
- .1 Pool facilities are for the enjoyment of residents.
 - .2 There is a limit of four guests per Condominium Unit.
 - .3 Guests must be accompanied by resident.
 - .4 The entrance to the swimming area must remain locked at all times. This is an important safety precaution.
 - .5 Swim at your own risk. There is no lifeguard on duty.
 - .6 Proper swimming attire must be worn at all times.
 - .7 Children under the age of 12 cannot use the pool without an adult resident in attendance.
 - .8 Glass containers and other breakable items are not allowed in or around the pool area.
 - .9 Diving is not permitted.
 - .10 Boisterous behavior and feats of a daring exhibition that could jeopardize your personal safety and the safety of others are prohibited.
 - .11 Spitting, spouting water from the mouth or blowing of the nose in the pool is prohibited.
 - .12 Noise, such as audio equipment and/or voice levels, must be maintained at a minimum volume.
 - .13 Any person with considerable exposed sub-epidermal tissue, open blisters or cuts is strongly advised not to use the pool. Any open wounds may become infected.
 - .14 Swimming is prohibited after posted pool hours.
 - .15 Pool will be closed after adding heavy doses of chemicals to the water as eye/skin damage could result.
 - .16 All litter, cigarette butts and garbage must be placed into trash containers.
 - .17 If, for any reason, the pool and patio are deemed unsafe for use, the pool area will be closed immediately and will remain closed until the city, state and/or management deem the area safe for use. Pool/pool area closure will be indicated by posted sign and area is not to be accessed during this time.
 - .18 Private parties are not permitted in or around the pool areas without prior written consent of the Board. Prior to any proposed party a written request detailing the size and purpose of the group should be forwarded to the management company. The request will be forwarded to the Board and their decision communicated to the owner.

- .19 The safety equipment is for emergency use only. Please do not tamper or play with this equipment.
 - .20 Posted rules and regulations must be followed. Management is not responsible for loss of personal property. Management reserves the right to refuse entrance to any person(s) who, in their judgment, is in violation of the rules and regulations.
 - .21 Owners are responsible for their guests and any violation of the Pool Rules may generate immediate fines up to \$200.00 to that owner as determined by the Board.
 - .22 No pets are allowed in the pool area.
 - .23 No cooking of any kind, including but not limited to grilling, is allowed in the pool area.
- 16 **Association Liability:** The Association assumes no liability for nor shall it be liable for any loss or damage to articles stored in Common Elements or storage areas.
- 17 **Owner Liability:** Any damage to the Common Elements or personal property caused by a Condominium Unit owner, members of an owner's family, their guests, residents, tenants, lessees, agents or employees, shall be repaired at the expense of the Condominium Unit owner. Likewise, the Condominium Unit owner will be responsible for all costs to repair general Common Elements that result from changes made to the general Common Elements of the owner's Unit, including those changes authorized by the Board of Directors.
- 18 **Employees and Contractors:** All employees and contractors are hired by and remain under the direction of the Managing Agent or Board of Directors. They are assigned specific duties and may do no other work for any Condominium Unit owner or tenant that is not assigned to them by the Managing Agent or Board of Directors. They should not be given any orders, instructions, requests or other direction by any owner or occupant; and any requests for work will be given directly to the Managing Agent or Board of Directors.
- 19 **Smoke Detectors and Safety:** No activities shall take place or items kept in any Condominium Unit or in the general Common Elements which pose a risk to or result in an increase of the rate of the insurance maintained by the Association. No Condominium Unit owner shall permit any activities or possessions which may result in the cancellation of the insurance of the Association or which would be in violation of any law, ordinance or governmental regulation.
- 20 **Contractor Competence/Construction Hours:** The owner of a Condominium Unit is responsible for ensuring that all repair work, renovations or improvements done to the owner's Unit comply with the following:
- .1 Assurance that the renovation/construction/repair is performed by insured and/or licensed contractors.
 - .2 Insurance certificates naming the Association as an additionally named insured and in the format required by the Association will be provided to the Managing Agent or Board of Directors by the contractor's insurance carrier prior to the time that work is begun on any renovations or improvements.
 - .3 The renovation/construction/repair activity, whether performed by a contractor or the owner or owner's agent, is performed during the hours 8:00 A.M. to 6:00 P.M., Monday through Saturday and 12:00 P.M. through 6:00 P.M. on Sunday.
- 21 **Window and Door treatments/maintenance:** Maintenance and repair of windows and interior/exterior door are the responsibility of the owners.
- .1 Window treatments visible from the exterior must be neat and tidy in appearance, and of a solid neutral color. Blinds, shutters, curtains and other window coverings should be free of tatters, tears, and breaks.

- .2 Owners are responsible for keeping the windows and doors clean and in good repair.
 - .3 Owners shall obtain Board written approval of any color they intend on painting an exterior door. The owner may submit the proposed color sample to the management company. They will submit to Board for final approval.
- 22 **Insurance:** The Board oversees insuring the Buildings, Common Elements and Limited Common Elements of the Project as defined in the Condominium Declaration. The Board adopted and filed of record with the Harris County Clerk an "Insurance Deductible Resolution" that contains various rules regarding insurance, deductibles, losses and liabilities. All owners are encouraged to provide their individual insurance carriers a copy of this resolution. A copy of this resolution can be provided to the owner upon request.
- 23 **Delinquent Assessments:** The Board has adopted and filed of record with Harris County Clerk the following policies regarding the collection of delinquent assessments owed by an Owner:
- .1 Any monthly assessment, or any portion thereof, due from an owner for more than 60 days shall be considered delinquent and the Association's attorney may be instructed to pursue all legal remedies for the collection of such funds including legal charges and late fees associated with such a collection process.
 - .2 Any Owner that displays a reoccurring delinquent payment history shall be subject to an acceleration of the next twelve months of monthly assessments. The sum of the next twelve months' assessments will be currently due in accordance with Delinquent Resolution filed with the Harris County Clerk. A reoccurring delinquent payment history is defined as any Owner that has been referred to the Association's attorney in accordance with Rule 24.1 more than twice in previous 24 month period.
 - .3 Any account with an unpaid maintenance fee assessment after the 15th of the month shall be assessed a late charge in the amount of \$25.00.
 - .4 Additional fees and charges may be levied and assessed to the Owner for delinquent payment as specified in the Assessment Collection Policy filed of record in January 5, 2012.
- 24 **Rain Barrel Installation:** The Board prepared and filed of record with the Harris County Clerk a Rainwater Harvesting System Policy. Owners may obtain a copy from the County Clerk or Management Company. An Owner must obtain a copy of this policy before attempting to install any rainwater harvesting system anywhere on the property. A part of this policy includes an operation agreement that must be executed by the Owner and Association.
- 25 **Solar Energy Devices:** The Board prepared and filed of record with the Harris County Clerk a Solar Energy Device Policy that includes an operational agreement that must be executed by the Owner. Owners may obtain a copy from the County Clerk or the management company. An Owner must obtain a copy of this policy before attempting to install any solar device system anywhere on the property. A part of this policy includes an operation agreement that must be executed by the Owner and Association.
- 26 **Religious Displays:** The Board prepared and filed of record with the Harris County Clerk a Religious Display Policy. One religious item or emblem may be attached to the Owner's Condominium Unit entry if motivated by the Owner's sincere religious beliefs. Such display or affixing of religious items is prohibited if it: threatens the public health or safety; violates a law; contains language, graphics, or any display that is patently offensive to the passerby; is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the Owner's Condominium Unit; or individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size greater than twenty five (25) square inches.

- 27 **Displayed Flags and Flagpoles:** The Board prepared and filed of record with the Harris County Clerk a Displayed Flags and Flagpoles Policy that includes various rules and guidelines. This policy includes limitation on flag size, number and location. Owners may obtain a copy from the County Clerk or the management company. An Owner must obtain a copy of this policy before attempting to install or display any flag or flag pole anywhere on the property including a Limited Common Area.
- 28 **Leasing Rules:** Any Owner purchasing a Condominium Unit must reside within the Unit for a period of twelve (12) consecutive months prior to renting the Unit. Thereafter all lease agreements must be for a period of not less than six (6) months and valid only if leased to the Lessee by the Owner of record or Owner's agent. No Tenant shall let or sublet part of the Condominium Unit to another party. The leasing of the Condominium Unit shall follow the protocol below.
- .1 Short-term rentals of any Condominium Unit are strictly prohibited as discussed in Rule 30.4. Owners violating this basic rule will be fined a minimum of \$200.00 per occurrence immediately upon determination that this arrangement occurred.
 - .2 Tenant Screening. Each Owner shall be required to, and shall be solely responsible for reviewing, researching, and determining the character, criminal background, sex-offender background, prior conviction background, prior landlords' referrals, and/or suitability of each prospective tenant and/or other occupant of his or her Condominium Unit in such manners which is reasonable and prudent of landlords in Houston, Harris County, Texas for properties comparable to Stoney Brook Townhome Association at the time such lease application is made/lease entered into (the "Tenant Screening" herein).
 - .3 In the event that any Owner fails or refuses to perform a Tenant Screening, in addition to the remedies of the Association as set forth in Rule 29.4 below, such Owner shall be liable to any party whomsoever who suffers any damage or injury resulting from the acts of any such tenant/occupant which would have been reasonably foreseeable had the Owner performed such review and research as to such matters and such matters disclosed information which a reasonable and prudent landlord in Houston, Harris County, Texas leasing similar property would have considered unfavorable and grounds for rejection of lease approval. Further, in the event that the Tenant Screening discloses matters which a reasonable and prudent landlord in Houston, Harris County, Texas leasing similar property would have considered unfavorable and grounds for rejection of lease approval, and such Owner elects to lease to such tenant/occupant notwithstanding same, then such Owner shall be liable to any party whomsoever who suffers any damage or injury resulting from the acts of any such tenant/occupant which would have been reasonably foreseeable given the matters disclosed by such review and research. The Association, the Board of Directors, the Officers, and the agents of the Association shall have no obligation to independently review, research, and/or determine the character, criminal background, sex-offender background, prior conviction background, prior landlord referrals, and/or suitability of any prospective tenant/occupant of any Condominium Unit in the property.
 - .4 Names of Tenants, Copies of Lease(s) and Compliance with Screening Requirements. Not later than the 30th day after the date an Owner leases a Condominium Unit to a tenant/occupant, the Owner shall provide the Association with the following:
 - .1 As required by Section 82.114(e)(3) of the Texas Uniform Condominium Act, if not shown in the copy of the lease delivered pursuant to Rule 29.4.2, the name, address, and telephone number of each and every person occupying the Condominium Unit as a tenant/occupant under lease;
 - .2 A copy of the fully completed and executed lease (information deemed personnel such as social security numbers, business terms, rent amount, etc. may be redacted);
 - .3 As required by Section 82.114 (e)(4) of the Texas Uniform Condominium Act, if not shown in the copy of the lease delivered pursuant to Rule 29.2 above, the

- name, address, and telephone number of any person managing the Condominium Unit as agent of the Condominium Unit Owner; and
- .4 A written Statement signed by the Owner stating that the Owner conducted the Tenant Screening as required by Rule 29.4 above. Such written Statement shall outline specifically, the scope of such Tenant Screening and what records or resources were reviewed in connection with such Tenant Screening.
- .5 **Responsibility for Tenant Conduct.** Prior to the time that any tenant, lessee or other such person shall take possession of a Condominium Unit at the Property, that person will be given a copy of these Rules and Regulations by the owner of that Condominium Unit or the agent of the owner. Each Owner shall be responsible for, and shall pay for damage to the Common Elements or any Condominium Unit caused by the negligence or willful misconduct of the Owner's tenant, any other occupant of the Unit, or the tenant/occupant's family, guests, employees, contractors, agents, or invitees. Each Owner shall be liable to the Association for violations of the Condominium Declaration, Bylaws, or Rules and Regulations of the Association by any tenant of the Owner, or any occupant of the Owner's Condominium Unit, or any of the tenant/occupant's family, guests, employees, agents, or invitees, and for costs incurred by the Association to obtain compliance, including attorney fees, whether or not suit is filed.
- .6 **Remedies in the Event of Noncompliance.** Owners who fail or refuse to provide the documentation required by Rule 29.4.1 above within the time required, shall be subject to the levy of an initial fine in the amount of Fifty Dollars (\$50.00), with a subsequent fine of Ten Dollars (\$10.00) per month thereafter until such time that all of the required information is properly delivered. Any Owner who fails or refuses to provide the documentation required by Rule 29.4.4 above on two or more occasions during any cumulative twelve (12) month period shall be subject to the levy of a fine in the amount of One Hundred Dollars (\$100.00) for each additional time the Owner fails or refuses to provide such information.
- 29 **Occupancy and Leasing:** Owners and Residents shall conform to the following rules regarding occupancy and leasing:
- .1 **Numbers.** Any Condominium Unit may be occupied by no more than two (2) persons per bedroom, unless higher occupancy is mandated by public agencies that enforce compliance with the familial status protection of the Fair Housing Act.
- .2 **Danger.** The Association may prohibit occupancy by a person who constitutes a direct threat to the health or safety of other persons, or whose occupancy would result in substantial physical damage to the property of others, pursuant to the Fair Housing Act.
- .3 **Occupancy Defined.** Occupancy of a Condominium Unit for purposes of these Rules, shall mean occupancy of at least 10 continuous days or 30 noncontiguous days in any twelve (12) month period.
- .4 **Terms of Lease.** Condominium Units may be leased only in their entirety; no fraction or portion of any Condominium Unit may be leased. Any lease, rental, or other occupancy agreement covering less than the entire townhome shall be prohibited. The use of a Condominium Unit for hotel, motel, or transient use by individuals who do not utilize such Condominium Unit as his/her/their bonafide primary or secondary residence shall be and is hereby strictly prohibited. "Hotel, motel, or transient use" shall be defined as to include any use for which the payment of a hotel or motel tax to the State of Texas or the City of Houston would be applicable. No Condominium Unit may be used as a "boarding house" or "rooming house" where less than the entirety of the townhome is subject to a lease, rental, or occupancy arrangement. No subleases or subleasing shall be allowed. A Condominium Unit may not be leased for a term of less than six (6) months.
- .5 **Written Leases.** Each lease must be in writing and shall be subject in all respects to the provisions of the Condominium Documents, as amended from time to time, and all instruments

affecting title to the condominium property. Any failure by a tenant to comply with the terms of any such documents shall constitute a default under such lease enforceable by the Association as the intended third-party beneficiary of the same. An Owner shall provide the Board of Directors with a copy of each lease of that Owner's Condominium Unit.

- 30 **Noise Disturbance:** The Association confirms and adopts the City of Houston noise ordinance (Ordinance No 01-945, § 2, 10-17-01) that confirms that it is unlawful for any person to make, continue, or cause to be made or continued any loud, unnecessary, or unusual noise that annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others. The ordinance indicates time restrictions for decibel volumes and includes amplified sound, noisy vehicles and other disturbances.
- .1 Rule 31 (Noisy animals and birds) should be of particular interest to Stoney Brook residents. It reads "The keeping of any animal or bird that causes or makes frequent or long and continued sound that unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of ordinary, reasonable persons of normal sensibilities and ordinary tastes, habits, and modes of living who reside in the vicinity thereof is hereby prohibited and declared to be unlawful as a sound nuisance in violation of this chapter, regardless of whether the sound so created by said animal or bird in within the permissible levels specified in Section 30-6 of this Code."
 - .2 Rule 11 (Penalty) reads "Any person who violates any provision of this chapter is guilty of an offense and, upon conviction thereof, shall be punished by a fine of not more the \$1,000.00 by the City". The Association will also fine any owner in conformance with the Rules and Regulations that violate this ordinance. Each hour or portion thereof in which any violation shall occur shall constitute a separate offense. This ordinance is enforced by the City of Houston Police Department. Any resident that experiences noise as defined by the ordinance should call the Police Department for enforcement. Their non-emergency number is 713.884.3131.
- 31 **Bicycle and Tricycle Storage:** Owners and Residents shall store their bicycles and tricycles within their enclosed patios (patios displaying a fence constructed with adjoining vertical wood pickets and a height above four feet) if they have one. Those Owners and Residents that do not have an enclosed patio may store their bicycles and tricycles on their balcony if such vehicles are covered with an appropriate brown or beige bicycle or tricycle cover. Tarps, plastic bags, blankets or sheets are not considered bicycle or tricycle covers. Bicycles and tricycles stored on an enclosed patio shall not extend above the top fence line. Bicycles and tricycle stored under the carports will be removed from the area at the Owners' expense.
- 32 **Enforcement:** The Association may seek to enforce violations of these Rules by any and all lawful means, including, without limitation, by the levy of fines; suspension of voting privileges or the use of general common element amenities; the filing of a "Notice of Non-Compliance in the Real Property Records of Harris County, Texas; and/or by filing of lawsuit(s) seeking appropriate temporary and permanent injunctive relief. Any or all of the foregoing remedies may be joint or several; and the implementation of any of such remedies shall not be deemed a waiver as to the subsequent implementation of one or more other remedies. The Association, the Board, its agents, and/or employees shall not be held to a standard requiring that they monitor, or conduct full time surveillance of activity occurring on/within the common areas/common elements for the purpose of observing, detecting, and enforcing violations of these Rules as and when any such violations occur, in "real time"; and shall not be responsible or liable to any Owner, Resident, or any other party whomsoever who claims any damage, injury, or loss for the failure or inability of the Association, the Board, its agents or employees to detect and enforce violations of these Rules at the time any such violations occur in "real time".

33

Amendments: As with any house rules, situations may arise where temporary modifications or waivers are appropriate. The Board will consider any situations where exceptions seem appropriate upon written application by the affected Owner or Resident. These Amended Rules and Regulations were unanimously approved by the Board of Directors on February 9, 2021 and supersede all previous Rules and Regulations and amendments thereto. The Rules and Regulations are an addendum to the Declaration and By-Laws and in no way are intended to conflict with same.

CERTIFICATE OF CORPORATE RESOLUTION
STONEY BROOK TOWNHOMES ASSOCIATION, INC.
A TEXAS NON-PROFIT CORPORATION

RELATING TO ADOPTION OF
INSURANCE DEDUCTIBLE(S)

The undersigned is an Officer for **STONEY BROOK TOWNHOMES ASSOCIATION, INC.**, a Texas non-profit corporation (the "Association"). The Association manages and administers the **STONEY BROOK TOWNHOMES CONDOMINIUM** (the "Condominium") pursuant to that certain "Condominium Declaration for Stoney Brook Townhomes", recorded in Volume 34, Page 1, et. seq. of the Condominium Records of Harris County, Texas, and all amendment(s) and annexation(s) thereto (the "Declaration"); (b) the Bylaws of the Association attached as Exhibit to the Declaration and incorporated therein by reference, and all amendments thereto ("Bylaws"); (c) Policies/Rules and Regulations of the Association (the "Policy/Rules"); and (d) the provisions of Chapter 82 of the TEXAS PROPERTY CODE.

The undersigned hereby certifies that at a duly called and constituted meeting of the Board of Directors ("Board") held on February 9, 2021, the Board adopted this certain Resolution Relating to Insurance Deductible(s).

The above described and attached Resolution Relating to Insurance Deductible(s) is/are hereby filed of record as a "dedicatory instrument" in accordance with Section 202.006 of the Texas Property Code.

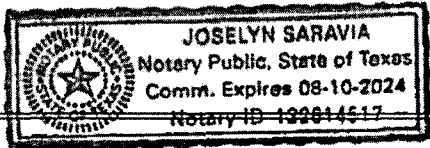
IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this 11th day of February, 2021.

STONEY BROOK TOWNHOMES ASSOCIATION, INC.,
a Texas non-profit corporation

By: Arthur R. Graua
(signature)
Arthur R. GRAUA
(name printed)
Its: President
(title/position)

STATE OF TEXAS. §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 11 day of Feb, 2021
by Arthur GRAUA, President of Stoney Brook Townhomes Association, Inc., a
Texas non-profit corporation, on behalf of such corporation.



Joselyn Saravia
Notary Public - State of Texas

RESOLUTION REGARDING INSURANCE DEDUCTIBLE

WHEREAS, pursuant to Chapter 82 of the TEXAS PROPERTY CODE, the Declaration and the Bylaws, the Association, acting by and through its Board of Directors ("Board") is responsible for administering the Condominium and the covenants, conditions, and restrictions set forth in the Declaration; and

WHEREAS, generally the Association is required to insure the insurable Common Elements and Condominium Units in accordance with the Declaration, Bylaws, and applicable law to the extent that such property insurance is reasonably available; and

WHEREAS, the Board, having considered all relevant factors, and based on its business judgment to secure such insurance on a reasonably available basis, has agreed to obtain one or more policies of insurance containing certain policy deductible(s), which are both reasonable and necessary; and

WHEREAS, the Board is of the opinion that under certain circumstances, in the event of a casualty loss, Owners should be responsible for the payment of all or portions of the applicable policy deductible(s), and therefore it is necessary to adopt and enforce an equitable policy in regard to the allocation of liability for payment of the applicable policy deductible(s); and

WHEREAS, Section 82.111(a) and (b) of the Texas Uniform Condominium Act ("TUCA") generally provides that the Association must, to the extent reasonably available, obtain and maintain insurance policies covering the buildings, Common Elements, and Units, but need not include improvements and betterments installed by the Unit Owners; and

WHEREAS, Section 82.111(c) of TUCA provides that if the insurance required by 82.111(a) and (b) of TUCA is not reasonably available, that generally the Association shall cause notice of that fact to be delivered or mailed to all Owners and lienholders; and

WHEREAS, the Board has obtained insurance policies required by 82.111(a) and (b) of TUCA, however the Board, having considered all relevant factors and based upon its business judgment, has determined that such insurance is only reasonably available with certain policy deductible(s) applicable to the respective insured risks, and it is reasonable and customary for a condominium association located in Houston, Harris County, Texas to obtain such insurance with stated policy deductible(s) applicable to the respective insured risks; and

WHEREAS, Section 82.111(k) of TUCA provides that the Association, acting by and through its Board, may, by resolution, determine the allocation and responsibility for payment for the cost of the policy deductible and costs incurred before insurance proceeds are available; and

WHEREAS, the Board is desirous of, pursuant to this Resolution: (i) notifying all Owners and lienholders pursuant to 82.111(c) of TUCA that the insurance required by 82.111(a) and (b) has been obtained and shall be maintained with a stated policy deductible, so that while the Association shall procure such insurance covering the buildings, Common Elements and Condominium Units, such coverage shall be LESS and EXCEPT such deductible amount; and (ii) pursuant to Section 82.111(k) of TUCA, adopting and enforcing an equitable policy in regard to the allocation and responsibility for payment of the applicable policy

deductible and costs incurred before insurance proceeds are available.

NOW THEREFORE, BE IT RESOLVED THAT:

1. Notice is hereby given to all Owners and lienholders that the insurance obtained by the Association as required by 82.111(a) and (b) of TUCA has one or more stated deductible(s) applicable to the respective insured risks, and as a result, the insurance obtained by the Association covering the buildings, Common Elements, and Condominium Units is for an amount LESS and EXCEPT such respective deductible amounts applicable to the respective insured risks.
2. *If the Association's insurance provides coverage for the loss and the cost to repair the damage to a Condominium Unit or a Common Element **is more than the amount of the applicable insurance deductible (such that insurance proceeds are available to make repairs)**, then the entire cost of the applicable stated insurance deductible and costs incurred before insurance proceeds are available shall be assessed against the Owner and the Owner's Condominium Unit and paid to the Association by the Owner *under any of the following circumstances:*
 - a. if such insured loss was caused by or was the result of the negligence, willful misconduct, or wrongful act of the Owner, an occupant of the Owner's Condominium Unit, or the Owner's or occupant's family, guests, employees, contractors, agents, or invitees; or
 - b. if such insured loss was due to an occurrence or condition within the Owner's Condominium Unit which was a result of or arose from (i) the failure or malfunction of any component or item within or forming a part of the Owner's Condominium Unit, whether constituting a fixture (plumbing, electrical, etc.), appliance, or any item of personal property; or (ii) the failure or malfunction of any item or component for which the Owner is responsible to maintain, repair, or replace under the Declaration, Bylaws, Policy/Rules, or applicable law, all irrespective of any negligence; or
 - c. if the cause of the insured loss cannot be determined, but such loss originated wholly within the Owner's Condominium Unit, or from any item for which the owner is responsible to maintain, repair, or replace under the Declaration, Bylaws, Rules, or applicable law.*

In situations other than those described above, the Association will pay the applicable policy deductible, as a common expense.

3. *If the Association's insurance provides coverage for the loss but the cost to repair damage to a Condominium Unit or Common Element covered by the Association's insurance **is less than the amount of the applicable insurance deductible (such that no insurance proceeds are available to make repairs)**, then except as provided in Paragraph 4 hereof, in accordance with the provisions of Section 82.111(j) of TUCA, the party who would be responsible for the repair in the absence of insurance shall make or pay the cost of the repair of the damage to the Unit or Common Elements. The provisions of the Declaration, Bylaws, Policy/Rules, and/or applicable law shall*

determine the responsibility of the repairs pursuant to this Paragraph 3.

4. Notwithstanding anything to the contrary in Paragraphs 2 and 3 hereof, and consistent with the applicable provisions of Paragraph 2 hereof: (i) in accordance with the provisions of Section 82.111(l) of TUCA, if damage to a Unit or Common Elements is due wholly or partly to an act or omission of any Owner or a guest or invitee of the Unit owner, the Association may assess the deductible expense and any other expense in excess of insurance proceeds against the Owner and the Owner's Unit; and (ii) an Owner may also be subject to liability pursuant to applicable provisions of the Declaration, Bylaws, and/or the Policy/Rules.
5. The determination of whether the occurrence or cause of a loss is one described in Paragraph 2 or Paragraph 4 above shall be made in the reasonable and sole discretion of the Board, whose decision shall be final. Sums determined to be the obligation of the Owner to the Association as above provided shall be payable within ten (10) days after written demand therefore addressed to the Owner and sent by certified mail/return receipt request to the Owner's last known mailing address according to the records of the Association, or by personal delivery.
6. Nothing herein shall be construed as to treat the Association's insurance policies as other than primary, or to in any way diminish or modify the coverage provided by the Association's insurance policies. Nothing herein shall be construed or intended to, nor shall same create, any contract for the benefit of any third party or insurer, either voluntarily or by estoppel. Nothing herein shall be construed to extend either insurance coverage or the Association's obligation, with respect to maintenance, repairs, or replacement to a Unit and an Owner's personal property and improvements as set forth in the Declaration, Bylaws, Policy/Rules, or applicable law. Nothing herein shall affect the right of an Owner or insurer to recover sums paid on account of the loss caused as described in Paragraph 2 and Paragraph 3 above from a person or entity other than the Owner whose wrongful or negligent acts may have caused such loss, or to recover such sums from the Owner whose acts, or omissions may have caused such loss if permitted by applicable law. Nothing herein shall create or constitute any limitation on the liability of an Owner for any loss or damage caused by the negligence, willful misconduct, or wrongful acts of such Owner which are not covered by the Association's insurance. Further, nothing herein shall prevent modification of this policy at any time, prospectively but not retroactively, by action of the Board.
7. This Policy Resolution shall supersede and replace, in its entirety, any existing policies or resolutions of the Association now in existence relating to the same subject matter.
8. The Policy Resolution shall be deemed effective upon the recordation of same as a "Dedictory Instrument" in the Real Property Records of Harris County, Texas.

**CERTIFICATE OF CORPORATE RESOLUTION OF
BOARD OF DIRECTORS
STONEY BROOK TOWNHOMES ASSOCIATION, INC.
(RECORD PRODUCTION AND COPYING)**

The undersigned Officer of Stoney Brook Townhomes Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors of the Association held on August 17, 2021, with at least a majority of the Board of Directors being present, the following resolution was duly made and approved by the Board of Directors:

WHEREAS, pursuant to that certain "Condominium Declaration for Stoney Brook Townhomes Condominium" recorded in Volume 34, Page 1 of the Condominium Records of Harris County, Texas, and any and all amendments thereto (the "Declaration"), the Bylaws of the Association, and all dedicatory instruments governing the Association, the Association is responsible for the administration and operation of the Stoney Brook Townhomes condominium (the "Condominium") and the restrictive covenants set forth therein; and

WHEREAS, by this resolution, the Board of Directors wishes to adopt a policy governing the production and copying documents consistent with the provisions of Section 82.1141(h) of the TEXAS PROPERTY CODE, and to provide disclosure of such policy to current and future owners of condominium units in the Condominium as to same.

NOW THEREFORE, formal notice is hereby given to all current and future owners of condominium units in the Condominium as to the following policy of the Association:

**ASSOCIATION POLICY AS TO
RECORD PRODUCTION AND COPYING**

- I. BOOKS AND RECORDS.
 - A. The Association shall make the books and records of the Association, including financial records, open to and reasonably available for examination by an owner or a person designated in writing signed by the owner as the owner's agent, attorney or certified public accountant in accordance with Section 82.114 of the Texas Property Code. An owner is entitled to obtain from the Association copies of information contained in the books and records.
 - B. The files of the Association's attorney are not subject to inspection by an owner or production in a legal proceeding. However, attorney fee invoices for which the Association is seeking reimbursement from the owner may be requested by said owner in accordance with Section 82.114(c) of the Texas Property Code.
 - C. The Association is not required to release or allow inspection of any books or records that identify the dedicatory instrument violation history of an individual unit owner of the Association, a unit owner's personal financial information (including records of payment or non-payment of amounts due to the Association), a unit owner's contact information, a unit owner's

address, or information related to an employee of the Association (including personnel files). Information may be released in an aggregate or summary manner that would not identify an individual owner.

- D. The Association may release or allow inspection of any of the books and records described in Section I.C. if (1) the express written approval of the owner whose records are the subject of the request for inspection is provided to the Association; or (2) a court orders the release of the books and records or orders that the books and records be made available for inspection.
- E. The Association may produce books and records in hard copy, electronic or other format reasonably available to the Association.

II. WRITTEN REQUEST AND NOTICES.

- A. An owner or the owner's authorized representative must submit a written request for access or information by certified mail to the mailing address of the Association or authorized representative as reflected in the most current management certificate of the Association recorded in the Official Public Records of Harris County, Texas. Such written request must contain sufficient detail describing the Association's books and records being requested. The written request must contain an election to either inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records.
 - 1. If an owner or the owner's representative requests an inspection, the Association shall on or before the tenth (10th) business day after the date the Association receives the written request send written notice of dates during normal business hours that the owner or the owner's representative may inspect the books and records to the extent those books and records are in the possession, custody or control of the Association.
 - 2. If an owner or the owner's representative requests copies of the identified books and records, the Association shall, to the extent those books and records are in the possession, custody or control of the Association, produce the requested books and records for the requesting party on or before the tenth (10th) business day after the date the Association receives the written request, except as otherwise provided in this policy.
- B. If the Association is unable to produce the books and records requested on or before the tenth (10th) business day after the date the Association receives the written request, the Association must provide to the requestor a written notice that (1) informs the requestor that the Association is unable to produce the information on or before the tenth (10th) business day after the date the Association receives the written request; and (2) states a date

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by which the information will be sent or made available for inspection to the requesting party that is not later than the fifteenth (15th) business day after the date notice under this section is given.

- C. If an inspection is requested or required, the inspection shall take place at a mutually agreed on time during normal business hours. The requesting party shall identify the books and records for the Association to copy and forward to the requesting party. The requesting party shall pay, in advance of the inspection, the costs for labor to supervise the inspection in accordance with Section III. After the inspection, the requesting party shall pay, in advance, the costs to copy and forward the identified documents in accordance with Section III.

III. COSTS AND EXPENSES.

- A. The Association will charge the requesting party the costs associated with the compilation, production and reproduction of information requested pursuant to this policy. Such costs shall include all reasonable costs of materials, labor, overhead, and postage. Such costs shall be charged at an amount not to exceed costs that would be applicable for an item under Title 1 Texas Administrative Code Section 70.3 as same may change from time to time for an item produced by the Association, and may not exceed actual costs for an item produced by a third party. As of the date of this Policy, charges applicable under the Texas Administrative Code are as follows for the following items (please refer to the Texas Administrative Code for a complete list of permissible charges and amounts):

COPY COSTS \$0.10 per page for 8 ½ x 11 pages
 \$0.50 per page for pages 11 x 17 or greater
 Actual costs for specialty paper (color, photographs, maps, etc.)
 \$1.00 for each CD or audio cassette
 \$3.00 for each DVD

LABOR \$15.00 per hour for actual time to locate, compile, manipulate data, and reproduce books and records
 (if copy request is more than 50 pages)

OVERHEAD 20% of total labor charge
 (if copy request is more than 50 pages)

MATERIALS Actual cost of labels, boxes, folders, envelopes and other supplies used locate, compile, and reproduce books and records

POSTAGE Actual cost

B. An owner must pay, in advance, the estimated costs of compilation, production and reproduction of the requested information. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the thirtieth (30th) business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the thirtieth (30th) business day after the date the final invoice is sent to the owner, may be added to the owner's account with the Association as an assessment. If the estimated costs exceed the final invoice amount, the owner is entitled to a refund. The refund shall be issued to the owner not later than the thirtieth (30th) business day after the date the final invoice is sent to the owner. The Association shall determine estimated costs of compilation, production and reproduction based upon the amounts shown in Section III.A. herein above.

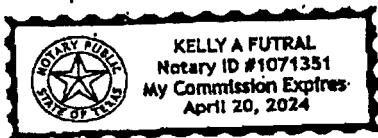
WITNESS MY HAND on this 24th day of August, 2021.

STONEY BROOK TOWNHOMES ASSOCIATION, INC., a Texas non-profit corporation

By: [Signature]
(signature)
Selmin Sipahi
(name printed)
Its: Secretary
(officer position)

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 24th day of August 2021 by Selmin Sipahi Secretary of Stoney Brook Townhomes Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



[Signature]
Notary Public / State of Texas

RP-2021-497112

RP-2021-497112
Pages 5
08/31/2021 12:26 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$30.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Tenesia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2021-497112

**CERTIFICATE OF CORPORATE RESOLUTION OF
BOARD OF DIRECTORS
STONEY BROOK TOWNHOMES ASSOCIATION, INC.
(DOCUMENT RETENTION)**

The undersigned Officer of Stoney Brook Townhomes Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors of the Association held on August 17, 2021, with at least a majority of the Board of Directors being present, the following resolution was duly made and approved by the Board of Directors:

WHEREAS, pursuant to that certain "Condominium Declaration for Stoney Brook Townhomes Condominium" recorded in Volume 34, Page 1 of the Condominium Records of Harris County, Texas, and any and all amendments thereto (the "Declaration"), the Association is responsible for the administration and operation of the Stoney Brook Townhomes condominium (the "Condominium") and the restrictive covenants set forth therein; and

WHEREAS, by this resolution, the Board of Directors wishes to adopt a policy governing the retention of documents consistent with the provisions of Section 82.1141(l) of the TEXAS PROPERTY CODE, and to provide disclosure of such policy to current and future owners of units in the Condominium as to same.

NOW THEREFORE, formal notice is hereby given to all current and future owners of units in the Condominium as to the policy of the Association, as follows:

**ASSOCIATION POLICY AS TO
DOCUMENT RETENTION**

It shall be the policy of the Association to retain the following documents in accordance with the stated requirements.

1. Certificates of formation, bylaws, dedicatory instruments, and all amendments to the certificates of formation, bylaws, and dedicatory instruments shall be retained permanently;
2. Financial books and records shall be retained for at least seven (7) years;
3. Account records of current owners shall be retained for at least five (5) years;
4. Contracts with a term of one year or more shall be retained for at least four (4) years after the expiration of the contract term;
5. Minutes of meetings of the owners and the board shall be retained for at least seven (7) years; and
6. Tax returns and audit records shall be retained for at least

seven (7) years.

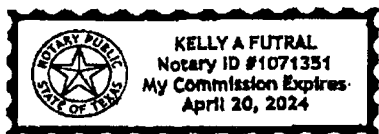
The Association shall not be required to retain any documents not shown herein above. After the expiration of the applicable retention period, the documents are subject to removal from the Association's books and records and shall no longer be available for review or inspection.

Stoney Brook Townhomes Association, Inc.,
a Texas non-profit corporation

By: [Signature]
(signature)
Selmin Sipahi
(name printed)
Its: Secretary
(title)

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 24th day of August 2021, by Selmin Sipahi, Secretary of Stoney Brook Townhomes Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



[Signature]
Notary Public - State of Texas

RP-2021-497113

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e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$22.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Tenesia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2021-497113

**SECRETARY'S CERTIFICATE
STONEY BROOK TOWNHOMES ASSOCIATION, INC.
A Texas Non-Profit Corporation**

Resolution Regarding Payment Agreements

The undersigned, being the duly elected, qualified and acting Secretary of Stoney Brook Townhomes Association, Inc., a Texas non-profit corporation (the "Association"), and the keeper of the minutes and records of the said corporation, does hereby certify that the following is a true and correct resolution of this corporation as adopted by the Board of Directors (the "Board") at a duly called meeting held on August 17, 2021.

WHEREAS, the Association is responsible for governance and maintenance of Stoney Brook Townhomes Association, Inc. as described in the "Condominium Declaration for Stoney Brook Townhomes", filed under County Clerk's File Number F031145, Volume 34, Page 1, et seq. of the Condominium Records of Harris County, Texas and any and all amendments thereto (the "Declaration"),

WHEREAS, the Association exists pursuant to state law and its governing documents;
and

WHEREAS, the Association is authorized to adopt and enforce reasonable rules and regulations in the interest of the community, pursuant to state and its governing documents;
and

WHEREAS, there is a need for a policy with regard to payment agreements administered by Management on behalf of Stoney Brook Townhomes Association, Inc.,

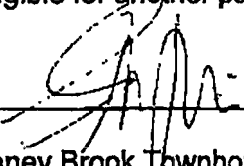
AND WHEREAS, the Board of Directors of Stoney Brook Townhomes Association, Inc., wish to make this policy a matter of record,

NOW THEREFORE, BE IT RESOLVED, the Board of Directors on behalf of Stoney Brook Townhomes Association, Inc. sets the policy as follows:

- An owner who is delinquent in the payment of assessments or any other charges on their account may enter into a payment agreement with the Association to pay the debt without incurring additional penalties. However, the owner will be subject to payment of reasonable costs associated with administering the payment agreement.
- The minimum term of the payment agreement will be three (3) months, the maximum term of the payment agreement will be twelve (12) months.

RP-2021-498272

- The fee to administer the payment agreement will be a flat fee of \$25.00 per month, such cost will be added to the total amount due and paid in accordance with the payment agreement. The payment agreement fees collected from the owner will be reimbursed by the Association to the Management Company for the time associated with administering the agreement.
- In addition to the installment payments and administrative costs under the agreement, the owner will also be required to pay the regular accruing monthly assessment prior to delinquency.
- Failure to pay any of the installments agreed to by their due date or failure to pay the regular monthly assessment prior to delinquency may result in the payment plan being revoked and withdrawn and the Association will be entitled to proceed with further collection and legal action.
- If an owner fails to honor the terms of a payment agreement within a two year period, the owner may not be eligible for another payment agreement.



 , Secretary for
 Stoney Brook Townhomes Association, Inc.
 a Texas Non-Profit Corporation

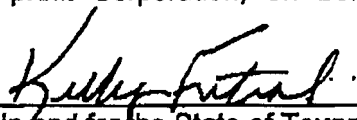
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 Date

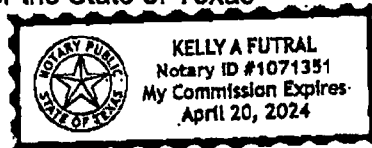
THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

This instrument was acknowledged before me on the 24th day of August, 2021, by Selmin Sivathi, Secretary of Stoney Brook Townhomes Association, Inc., a Texas non-profit Corporation, on behalf of said corporation.



 Notary Public in and for the State of Texas



RP-2021-498272
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HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$22.00

RECORDERS MEMORANDUM
This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or
use of the described real property because of color or
race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



Tenesia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2021-498272

**SECRETARY'S CERTIFICATE
STONEY BROOK TOWNHOMES ASSOCIATION, INC.
A Texas Non-Profit Corporation**

Resolution Regarding Assessments for Violation of Rules & Regulations and Deed Restrictions

The undersigned, being the duly elected, qualified and acting Secretary of Stoney Brook Townhomes Association, Inc., a Texas non-profit corporation (the "Association"), and the keeper of the minutes and records of the said corporation, does hereby certify that the following is a true and correct resolution of this corporation as adopted by the Board of Directors (the "Board") at a duly called meeting held on August 17, 2021.

WHEREAS, the Association is responsible for governance and maintenance of Stoney Brook Townhomes Association, Inc. as described in the "Condominium Declaration for Stoney Brook Townhomes", filed under County Clerk's File Number F031145, Volume 34, Page 1, et seq. of the Condominium Records of Harris County, Texas and any and all amendments thereto (the "Declaration").

WHEREAS, the Association exists pursuant to state law and its governing documents; and

WHEREAS, the Association is authorized to adopt and enforce reasonable rules and regulations in the interest of the community, pursuant to state and its governing documents; and

WHEREAS, there is a need for a policy with regard to assessments for violation of the rules and regulations and deed restrictions of Stoney Brook Townhomes Association, Inc.,

AND WHEREAS, the Board of Directors of Stoney Brook Townhomes Association, Inc., wish to make this policy a matter of record,

NOW THEREFORE, BE IT RESOLVED, the Board of Directors on behalf of Stoney Brook Townhomes Association, Inc. sets the policy as follows:

The unit owner will be sent a First Notice upon inspection of a said violation requesting immediate cure of same. If the matter is not cured immediately, the unit owner will be sent a Second Notice;

The Second Notice will advise the unit owner that he has the right to request a hearing before the Board of Directors. Said request for a hearing must be received in writing within 30 days from the date of the letter. It will also advise him that a violation assessment ranging from \$25.00 to \$200.00 will be imposed if the violation is not cured. If said violation is not cured within 30 days, the unit owner will be sent a Third Notice;

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The Third Notice will impose a violation assessment in the amount of \$50.00 for each infraction of the Deed Restrictions for Stoney Brook Townhomes Association, Inc.;

The Fourth Notice will impose a violation assessment in the amount of \$100.00 for each infraction of the Deed Restrictions for Stoney Brook Townhomes Association, Inc.;

The Fifth Notice, and each notice thereafter, will impose a violation assessment in the amount of \$200.00 for each infraction of the Deed Restrictions for Stoney Brook Townhomes Association, Inc.

Should the violation not be cured after processing the Fifth Notice, the Unit and Violation will be discussed among the Members of the Board at a Board of Directors Meeting in order to determine the next step to be taken in deed restriction enforcement.

If said violation is not cured upon imposing the initial violation fine, the Association will follow through with any remedy available to have the violation corrected, this will include, but not be limited to, employing an attorney to file a lawsuit against the owner.

Payment for all costs incurred will become the responsibility of the owner.

[Signature]
_____, Secretary for
Stoney Brook Townhomes Association, Inc.
a Texas Non-Profit Corporation

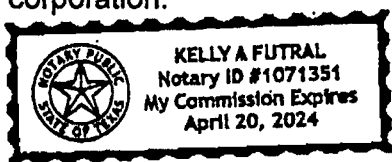
8-24-2021

Date

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

This instrument was acknowledged before me, on the 24th day of August, 2021, by Selmin Sipahi, Secretary of Stoney Brook Townhomes Association, Inc., a Texas non-profit Corporation, on behalf of said corporation.



[Signature]

Notary Public in and for the State of Texas

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RECORDERS MEMORANDUM

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Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Tenesia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2021-498273

SECRETARY'S CERTIFICATE

STONEY BROOK TOWNHOMES ASSOCIATION, INC.
a Texas non-profit corporation

RULES FOR INSTALLING SATELLITE DISHES AND ANTENNAS

The undersigned, being a duly elected, qualified and acting Officer of **STONEY BROOK TOWNHOMES ASSOCIATION, INC.** (the "Association"), a Texas non-profit corporation, and the keeper of the minutes and records of said corporation, does hereby certify that the following is a true and correct copy of a resolution of this corporation as adopted by the Board of Directors (the "Board") at a duly called meeting held on August 17, 2021.

WHEREAS, the Association is responsible for governance and maintenance of Stoney Brook Townhomes condominiums as described in the Condominium Declaration for Stoney Brook Townhomes, filed in Volume 342, Page1 of the Condominium Records of Harris County, Texas and all amendments thereto;

WHEREAS, the Association exists pursuant to state law and its governing documents; and

WHEREAS, the Association is authorized to adopt and enforce reasonable rules and regulations in the interests of the community, pursuant to state law and its governing documents; and

WHEREAS, the Federal Communications Commissions (the "FCC") adopted a rule effective October 14, 1996 preempting certain Association restrictions on the installation, maintenance and use direct broadcast satellite, television broadcast, and multipoint distribution service antennas; and

WHEREAS, for the benefit and protection of the Association, the owners and the residents, the Board deems it necessary to establish guidelines and procedures for the regulation, installation, use and maintenance of permitted antennas within the community;

NOW, THEREFORE, BE IT RESOLVED that the following Rules for installing Satellite Dishes and Antennas be and hereby are adopted:

1. No antenna or satellite dish of any kind shall be permitted or installed without the prior written approval of the Association. For purposes hereof, an antenna and/or satellite dish shall include any device used for the receipt of video programming services, including direct broadcast satellite, television broadcast, and multipoint distribution services, together with masts, cabling, supports, guy wires, conduits, wiring; fasteners, or other accessories utilized in the installation of any such antenna or satellite dish.

2. Notwithstanding the foregoing general prohibition as to antennas or satellite dishes provided in paragraph No. 1, satellite dishes which are designed to receive direct broadcast satellite service which are one meter (39 inches) or less in diameter may be installed in accordance with these Rules. For purpose of these rules, such satellite dishes shall be referred to as "Permitted Satellite Dish(s)". Satellite dishes which are designated to receive satellite signals which are larger than one meter (39 inches) are prohibited.

3. The following provision shall be applicable to a Permitted Satellite Dish:
 - a. *Location.* Permitted Satellite Dish(s) must be installed wholly within a condominium unit or wholly within a Balcony (shown as a "B" on the condominium plat and plans attached to the Declaration) appurtenant to an Owner's Unit, or wholly within a Patio (shown as a "CP" on the condominium plat and plans attached to the Declaration) appurtenant to an Owner's unit. Installation of a Permitted Satellite Dish on a limited common element Balcony or Patio does not convert the limited common element into individually owned property. Only one (1) Permitted Satellite Dish per unit may be installed by an Owner.

 - b. *Installation.*
 1. Any resident or Owner desiring to install a Permitted Satellite Dish must comply with the minimum conditions provided in these Rules and must also provide prior written notice to the Association, in care of its managing agent. Such notice shall include the type and color of the Permitted Satellite Dish to be installed, the installer, the proposed location of such installation and the method and manner of installation.

 2. No Permitted Satellite Dish may be installed on any of the other the Common Elements (except for a Balcony or Patio appurtenant to a respective unit and for the exclusive use of such respective unit).

 3. No permitted Satellite Dish may protrude or extend beyond the vertical or horizontal space forming the perimeter of the Balcony or Patio for the exclusive use of a respective unit.

 4. All installation shall be completed so that same does not damage any common elements, limited common

elements, or void any warranties of the Association or in any way impair the integrity of any building.

5. The Association shall have the right to require reasonable screening of a Permitted Satellite Dish, including but not limited to all cables and wires, so long as the screening does not impair reception.
6. A Permitted Satellite Dish must be securely mounted to a base so as to be able to withstand the effect of high winds or other extraordinary weather conditions. No guy wires or similar mounting apparatus will be allowed. Further, no Permitted Satellite Dish may be attached to a Balcony or Patio railing except by a bracket that does not require holes to be made such railing.
7. The installation of a Permitted Satellite Dish must be done by a qualified person or company. Any installer other than the unit Owner shall be required to carry adequate general liability and workers compensation insurance to prevent both damage to the common elements and potential safety hazards.
8. No liens in connection with the installation or maintenance of any Permitted Satellite Dish shall be filed against the common elements of the Condominium.
9. Installation of a Permitted Satellite Dish shall only occur between the hours of 8:00 a.m. and 6:00 p.m., Monday through Saturday.

c. *Damages, Safety*

1. Permitted Satellite Dish(s) shall be installed and maintained in a manner that complies with all applicable codes, safety ordinances, city and state laws and regulations, any manufactures instructions.
2. Permitted Satellite Dish(s) shall not obstruct access to or exit from any doorway or window of any unit, walkway, utility service area, or any other area necessary for the safe operation of the property.
3. Prior to the Installation of any Permitted Satellite Dish, the Owner must have executed an agreement, in form

and content attached as Exhibit "A", whereby such Owner shall expressly agree to:

- (i) be responsible for all damages or loss caused by the installation or use of the Permitted Satellite Dish.
- (ii) indemnify and hold harmless the Association for all such damage or loss; and
- (iii) provide the Association with a certificate of insurance showing that the Owner has the appropriate amount of liability insurance to cover any such damage or loss.

d. *Maintenance.*

1. Owners who install or maintain Permitted Satellite Dish(s) are responsible for all associated costs, including but not limited to costs to:

- (i) place (or replace), repair, maintain and move or remove the Permitted Satellite Dish;
- (ii) repair of damages to the common elements, the unit or other units, and any other property caused by the installation, maintenance or use of the Permitted Satellite Dish;
- (iii) pay medical expenses incurred by persons injured by installation, maintenance or use of the Permitted Satellite Dish;
- (iv) reimburse other Owners, residents or the Association for damages caused by the installation, maintenance or use of the Permitted Satellite Dish; and
- (v) restore the Permitted Satellite Dish installation site(s) to their original condition.

2. If a Permitted Satellite Dish is installed on limited common elements which are maintained by the Association and same requires normal maintenance, the Owner(s) are responsible for the cost of the temporary removal of the Permitted Satellite Dish(s) and reinstallation. If maintenance requires the temporary removal of Permitted Satellite Dish, the Association shall provide Owners with ten (10) days written notice. Owners shall be responsible for removing or

relocating Permitted Satellite Dish(s) afterwards, if an Owner do desires. If the Permitted Satellite Dish is not removed by the Owner in the required time, then the Association may remove the Permitted Satellite Dish(s) at the Owner's expense. The Association is not liable for any damage to Permitted Satellite Dish cause by Association removal.

e. *General.*

1. No advertising slogans, logos, banners, signs or other printing or illustration whatsoever shall be permitted upon or be attached to any Permitted Satellite Dish.
2. No Permitted Satellite Dish shall ever be used for the transmission of any signal whatsoever and same installation dish shall be for the purpose of necessary only normal signals through airwaves for television viewing purposes only.
3. No Permitted Satellite Dish shall be permitted to cause any distortion or interference whatsoever with respect to any electronic device on the condominium property.
4. Should these rules be violated, the Association may levy and enforce the collection of fines pursuant to the then existing policy for fines of the Association, if any; may bring an action at law for declaratory and/or injunctive relief with any court of competent jurisdiction; or seek any other remedy allowed by law. In any event, the Association shall be entitled to seek and collect reasonable attorney fees, costs, and expenses incurred in the enforcement of this policy.
5. If any provision of these Rules is determined to be invalid, the remainder of these Rules shall remain in full force and effect.

WITNESS MY HAND on this 24th day of August, 2021.

STONEY BROOK TOWNHOMES ASSOCIATION, INC. a Texas non-profit corporation

By: [Signature]
(signature) Selmin Sipahi
(name printed)

Its: Secretary
(title)

RP-2021-498274

THE STATE OF TEXAS }
 }
COUNTY OF HARRIS }

This instrument was acknowledged before me on the 24th day of August, 2021, by Selmin Sipahi, Secretary of STONEY BROOK TOWNHOMES ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



[Signature]
Notary Public in and for the State of Texas

RP-2021-498274

EXHIBIT "A"

STONEY BROOK TOWNHOMES ASSOCIATION, INC.

SATELLITE DISH AGREEMENT

Owner: _____

Unit Number: _____

Date: _____

I, undersigned owner, acknowledge receipt of the "Rules for Installing Satellite Dishes and Antenna" established by Stoney Brook Townhomes Association, Inc., a Texas non-profit corporation (the "Association") for the installation of satellite dish antennas at Stoney Brook Townhomes Condominium, in Houston, Harris County, Texas. With regard to such Rules, I agree as follows:

1. That I will comply with and abide by such Rules.
2. That I understand and agree that I have or will install and operate the satellite dish at my own risk, and that I will be liable for any injury, damage, or loss to persons or property of my satellite dish, and that I will be responsible for, and agree to reimburse the association or any other person for any personal injury or damage occurring to the Association, residents or Stoney Brook Townhomes Condominium, personnel of the Association, common property other owners property or other residents property. In such regard, I hereby agree to INDEMNIFY AND HOLD HARMLESS the Association (and its directors, officers, managers, employees, agents, etc.) of and from any and all claims, demands, debts, liens, liabilities, costs, expenses, attorney fees, any causes of action (including claims for contribution and indemnity) suits, judgements any other damages whatsoever and of any nature which may arise or result from the installation, operation, and removal of the satellite dish.
3. To additionally ensure that I am able to pay damages in the event that the installation, operation, and removal of my satellite dish causes any injury or damage to persons or property, I acknowledge and agree to purchase and maintain liability insurance for as long as I have my satellite dish at the property and provide proof to the Association of such liability insurance.

Owner: _____

Witness: _____

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e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$42.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Tenesia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2021-498274

**CERTIFICATE OF CORPORATE RESOLUTION OF
BOARD OF DIRECTORS
STONEY BROOK TOWNHOMES ASSOCIATION, INC.
(DISPLAYED FLAGS AND FLAGPOLES)**

The undersigned Officer of **STONEY BROOK TOWNHOMES ASSOCIATION, INC.**, a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors of the Association held on August 17, 2021, with at least a majority of the Board of Directors being present, the following resolution was duly made and approved by the Board of Directors:

WHEREAS, pursuant to that certain "Condominium Declaration for Stoney Brook Townhomes" recorded in Volume 34, Page 1 of the Condominium Records of Harris County, Texas, and any and all amendments thereto (the "Declaration"), the Association is responsible for the administration and operation of the **STONEY BROOK TOWNHOMES CONDOMINIUM** (the "Property") and the restrictive covenants set forth therein; and

WHEREAS, by this resolution, the Board of Directors wishes to adopt a policy governing displayed flags and flagpoles consistent with the provisions of Section 202.011 of the TEXAS PROPERTY CODE, and to provide disclosure of such policy to current and future owners of lots at the Property as to same.

NOW THEREFORE, formal notice is hereby given to all current and future owners of lots at the Property as to the Association, as follows:

**ASSOCIATION POLICY AS TO
DISPLAYED FLAGS AND FLAGPOLES**

In accordance with the provisions of the Texas Property Code, each owner and/or resident may display flags and install flagpoles subject to the following guidelines.

- A. Flags may not be displayed and flagpoles shall not be installed on property that is:
 - 1. owned by the Association (i.e., common areas); or
 - 2. owned in common by the members of the Association (i.e., common elements).

- B. Each owner may install or erect not more than one (1) cantilever flagpole, attached to the exterior door frame of the door to the Unit within the Patio (shown as "CP" on the condominium plat and plans attached to the Declaration) appurtenant to Unit, extending outward not more than 48".

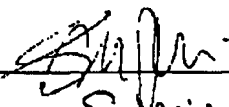
- C. Displayed flags shall not be more than two (2) feet by three (3) feet in size.
- D. Owners and residents shall take all necessary steps and precautions to abate noise caused by an external halyard on a flagpole.
- E. Flags may be displayed only from dawn to dusk. Illumination of flags is prohibited.
- F. Each Owner may display only one (1) of any of the following flags on such permitted flagpole at any given time: the flag of the United States of America, the flag of the State of Texas, or an official or replica flag of any branch of the United States armed forces.
- G. The flag of the United States of America must be displayed in accordance with 2. U.S.C. Section 5-10.
- H. The flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code.
- I. A flagpole attached to a dwelling shall be constructed of permanent, long-lasting materials with a finish appropriate to the material used in the construction of the flagpole and harmonious with the dwelling. The Board of Directors of the Association shall establish pre-approved criteria as to such materials.
- J. The display of a flag or the location and construction of the supporting flagpole shall comply with all applicable zoning ordinances, easements, and setback requirements filed of record.
- K. A displayed flag shall be maintained in good condition. Any deteriorated flag shall be repaired, replaced or removed upon thirty (30) days written notice from the Association.
- L. The flagpole on which a displayed flag is flown shall be maintained in good condition. Any deteriorated or structurally unsafe flagpole shall be repaired, replaced or removed upon thirty (30) days written notice from the Association.
- M. All installations shall be completed so that they do not materially damage the Common Area, any other owner's individually owned property or void any warranties in favor of the Association or other Owners, or in any way impair the structural integrity of the building.

RP-2021-498275

- N. If displayed flags or flagpoles are installed on property that is maintained by the Association, the Owners retain the responsibility for the maintenance of displayed flags and flagpoles. Displayed flags and flagpoles must not be installed in a manner that will result in increased maintenance costs for the Association or for other Owners and residents. If increased maintenance or damage occurs, the Owners are responsible for all such costs.
- O. If maintenance requires the temporary removal of displayed flags and flagpoles, the Association shall provide Owners with at least ten (10) days written notice. The Owners shall be responsible for removing or relocating displayed flags and flagpoles before maintenance begins and replacing displayed flags and flagpoles afterward. If displayed flags and flagpoles are not removed within the required time, the Association may do so, without liability, and at the Owner's sole cost and expense. The Association is not liable for any damage caused by the Association's removal of the displayed flags and flagpoles.
- P. If these policies are violated or if displayed flags and flagpoles installation poses a serious, immediate safety hazard, the Association, after written notice to the Owner in accordance with Section 209.006 of the Texas Property Code, may bring action for declaratory judgment and/or injunctive relief with any court of competent jurisdiction. The Association shall be entitled to recover reasonable attorneys' fees, costs and expenses incurred in the enforcement of these policies.
- Q. If any of these policies are determined to be invalid, the remainder of these policies shall remain in full force and effect.

WITNESS MY HAND on this 24th day of August, 2021.

STONEY BROOK TOWNHOMES ASSOCIATION, INC., a Texas non-profit corporation

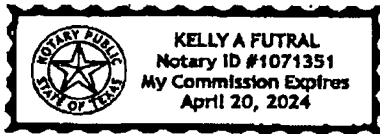
By: 
 (signature)

Selmin Sipak
 (name printed)

Its: Secretary
 (title)

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this, 24th day of August 2021 by Selmin Sipahi, of STONEY BROOK TOWNHOMES ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



Kelly Futral
Notary Public - State of Texas

RP-2021-498275

RP-2021-498275
Pages 5
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e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$30.00

RECORDERS MEMORANDUM
This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or
use of the described real property because of color or
race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



Tenesia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2021-498275

**CERTIFICATE OF CORPORATE RESOLUTION OF
BOARD OF DIRECTORS
STONEY BROOK TOWNHOMES ASSOCIATION, INC.
(RAINWATER HARVESTING SYSTEMS)**

The undersigned Officer of **STONEY BROOK TOWNHOMES ASSOCIATION, INC.**, a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors of the Association held on August 17, 2021, with at least a majority of the Board of Directors being present, the following resolution was duly made and approved by the Board of Directors:

WHEREAS, pursuant to that certain "Condominium Declaration for Stoney Brook Townhomes recorded under Volume 34, Page 1 of the Condominium Records of Harris County, Texas, and any and all amendments thereto (the "Declaration"), the Association is responsible for the administration and operation of the Stoney Brook Townhomes Condominium (the "Property") and the restrictive covenants set forth therein; and

WHEREAS, by this resolution, the Board of Directors wishes to adopt a policy governing rainwater harvesting systems consistent with the provisions of Section 202.007 of the TEXAS PROPERTY CODE, and to provide disclosure of such policy to current and future owners of units at the Property as to same.

NOW THEREFORE, formal notice is hereby given to all current and future owners of units at the Property as to the following policy of the Association:

**ASSOCIATION POLICY AS TO
RAINWATER HARVESTING SYSTEMS**

In accordance with the provisions of the Texas Property Code, owner(s) and/or resident(s) may install rain barrels or a rainwater harvesting system subject to the following guidelines.

- A. Rain barrels and rainwater harvesting systems shall not be installed on property that is:
1. owned by the Association (i.e., common areas);
 2. maintained by the Association (i.e. all building exteriors);
 3. owned in common by the members of the Association (i.e., common elements); or
 4. located between the front of the owner's unit and an adjoining or public or common element street or driveway.

Rain barrels and rainwater harvesting systems may only be installed wholly within a Balcony (shown as a "B" on the condominium plat and plans attached to the Declaration) appurtenant to an Owner's Unit, or wholly within a Patio (shown as a "CP" on the condominium plat and plans attached to the Declaration) appurtenant to an Owner's unit.

- B. The following requirements governing permitted rainwater harvesting systems shall apply:
1. Rain barrels and rainwater harvesting systems must be of a color consistent with the color scheme of the owner's unit.
 2. Rain barrels and rainwater harvesting systems shall not display any language or content that is not typically displayed on said rain barrel or rainwater harvesting system as it is manufactured.
 3. On any Balcony: rain barrels larger than 10 gallons are prohibited. Within any Patio: rain barrels larger than 50 gallons are prohibited.
 4. Rain barrels and rainwater harvesting systems shall be located only within the Patio or Balcony of units and in a manner shielded from view of other units, from streets or from outside the Property.
 5. All installations shall be completed so that they do not materially damage the Common Elements, any other owner's individually owned property or void any warranties in favor of the Association or other Owners, or in any way impair the structural integrity of the building.
 6. Owners shall not permit their rain barrels and rainwater harvesting systems to fall into disrepair or to become a safety hazard. Owners shall be responsible for rain barrel and rainwater harvesting system maintenance repair and replacement and the correction of any safety hazard.
 7. Rain barrels and rainwater harvesting systems must have lids or covers to prevent and/or minimize mosquito infestations and/or access by rodents, animals, or wildlife.

8. Rain barrels and rainwater harvesting systems shall be installed and secured in a manner that complies with all applicable state and local laws, ordinances and regulations, and manufacturer's instructions. Prior to installation, Owners shall provide the Association with a copy of any applicable government permit if required for safety reasons.
9. Rain barrels and rainwater harvesting systems shall not obstruct access to or exit from any unit, walkway, ingress or egress from an area, electrical service equipment or any other areas necessary for the safe operation of the Property. The purpose of this requirement is to ensure the safety of the Association residents, personnel and safe and easy access to the Property.
10. Installation must comply with all applicable codes, take aesthetic conditions into account and minimize the impact to the exterior and structure of the Owner's unit.
11. Rain barrels and rainwater harvesting systems shall be painted to match to color of the structure to which they are installed or attached, provided that such painting does not interfere with the operation and use of the rain barrel or rainwater harvesting system.
12. If rain barrels and rainwater harvesting systems are visible from the street or other units, camouflaging said rain barrels and rainwater harvesting systems through inexpensive screening or plants is required, provided that such screening does not interfere with operation and use; provided however, that said screening or plants must be approved in accordance with the architectural control provisions of the Declaration.
13. Rain barrels and rainwater harvesting systems must not be installed in a manner that will result in increased maintenance costs for the Association or for other Owners and residents. If increased maintenance or damage occurs, the Owners are responsible for all such costs.
14. If maintenance requires the temporary removal of rain barrels and rainwater harvesting systems, the Association shall provide Owners with at least ten (10) days written notice. The Owners shall be responsible for removing or relocating rain barrels and rainwater harvesting systems before maintenance begins and replacing rain barrels and rainwater harvesting systems afterward. If rain barrels and rainwater

harvesting systems are not removed within the required time, the Association may do so, without liability, and at the Owner's sole cost and expense. The Association is not liable for any damage caused by the Association's removal of the rain barrels and rainwater harvesting systems.

15. Any Owner desiring to install a rain barrel and rainwater harvesting system must complete and submit a notification form (in the form attached hereto and marked as Exhibit "A") to the Board of Directors of the Association in care of the Association's Managing Agent or such other place as the Board of Directors may direct by notice to all Owners. The notification form shall be submitted prior to the actual installation of the rain barrel and rainwater harvesting system. The notification form shall be used to ensure compliance with all safety objectives of these policies.
16. If the installation is routine, conforming to all of the above restrictions, the installation may begin immediately after such notification has been delivered.
17. If the installation is other than routine (i.e. it fails to comply with one or more of the above policies) for any reasons, installation may not proceed until the Owner has met with the Board of Directors to discuss installation methods. Such meeting shall be scheduled at a mutually convenient time and place, but in no event shall such meeting be held later than the tenth (10th) business day following receipt of the completed notification form by the Board of Directors unless the Owner consents in writing to a later time for such meeting.
18. This notification procedure shall apply only to the installation of rain barrels and rainwater harvesting systems. All other alterations and improvements requiring the advance written approval of the Association's Board of Directors shall still require approval in accordance with the terms of the Declaration.
19. If these policies are violated or if rain barrel and rainwater harvesting system installation poses a serious, immediate safety hazard, the Association, after at least ten (10) days written notice to the Owner, may bring action for declaratory judgment and/or injunctive relief with any court of competent jurisdiction. The Association shall be entitled to recover reasonable attorneys' fees, costs and expenses incurred in the enforcement of these policies.

C. If any of these policies are determined to be invalid, the remainder of these policies shall remain in full force and effect.

WITNESS MY HAND on this 29th day of August, 2021

STONEY BROOK TOWNHOMES ASSOCIATION, INC., a Texas non-profit corporation

By: [Signature]
(signature) Selmin Sipahi
(name printed)
Its: Secretary
(title)

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 29th day of August 2021, by Selmin Sipahi, Secretary of STONEY BROOK TOWNHOMES ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



[Signature]
Notary Public - State of Texas

RP-2021-498276

EXHIBIT "A"
AGREEMENT

Owner/Resident: _____

Unit No./Address: _____

Date: _____

I, the undersigned owner/resident acknowledge receipt of the "Policy as to Rainwater Harvesting Systems" (the "Policies") established by STONEY BROOK TOWNHOMES ASSOCIATION, INC., a Texas non-profit corporation (the "Association") for the installation, maintenance and use of rain barrels and rainwater harvesting systems at STONEY BROOK TOWNHOMES CONDOMINIUM. With regard to such Policies, I agree as follows:

1. That I will comply with and abide by such Policies.
2. That I understand and agree that I have or will install and operate the rain barrel and rainwater harvesting system at my own risk, and that I will be liable for any injury, damage, or loss to persons or property caused by or resulting from the installation, operation and removal of my rain barrel and rainwater harvesting system, and that I will be responsible for and agree to reimburse the Association or any other person for any personal injury or damage occurring to the Association, residents of STONEY BROOK TOWNHOMES CONDOMINIUM, personnel of the Association, common property or other Owners' and residents' property. In such regard, I hereby agree to INDEMNIFY AND HOLD HARMLESS the Association (and its directors, officers, managers, employees, agents, etc.) for any and all claims, demands, debts, liens, liabilities, costs, expenses, attorneys' fees, any causes of actions (including claims for contribution and indemnity) suits, judgments and any other damages whatsoever and of any nature which may arise or result from the installation, operation and removal of the rain barrel and rainwater harvesting system.
3. To additionally ensure that I am able to pay damages in the event that the installation, operation and removal of my rain barrel and rainwater harvesting system causes any injury or damage to persons or property, I acknowledge and agree to purchase and maintain liability insurance for as long as I have my rain barrel and rainwater harvesting system at the Property and provide proof of such liability insurance to the Association.

OWNER/RESIDENT

WITNESS

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

RP-2021-498276

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HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$38.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

**CERTIFICATE OF CORPORATE RESOLUTION OF
BOARD OF DIRECTORS
STONEY BROOK TOWNHOMES ASSOCIATION, INC.
(RELIGIOUS DISPLAYS)**

The undersigned Officer of **STONEY BROOK TOWNHOMES ASSOCIATION, INC.**, a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors of the Association held on August 17, 2021, with at least a majority of the Board of Directors being present, the following resolution was duly made and approved by the Board of Directors:

WHEREAS, pursuant to that certain "Condominium Declaration for STONEY BROOK TOWNHOMES CONDOMINIUM" recorded in Volume 34, Page 1 of the Condominium Records of Harris County, Texas, and any and all amendments thereto (the "Declaration"), the Association is responsible for the administration and operation of the Stoney Brook Townhomes Condominium (the "Property") and the restrictive covenants set forth therein; and

WHEREAS, by this resolution, the Board of Directors wishes to adopt a policy governing religious displays consistent with the provisions of Section 202.018 of the TEXAS PROPERTY CODE, and to provide disclosure of such policy to current and future owners of units at the Property as to same.

NOW THEREFORE, formal notice is hereby given to all current and future owners of units at the Property as to following policy of the Association:

**ASSOCIATION POLICY AS TO
RELIGIOUS DISPLAYS**

In accordance with the provisions of the Texas Property Code, each owner and/or resident may display or affix on the entry to the owner's or resident's dwelling one or more religious items the display of which is motivated by the owner's or resident's sincere religious beliefs.

The display or affixing of religious items is prohibited if same:

1. Threatens the public health or safety;
2. Violates a law;
3. Contains language, graphics, or any display that is patently offensive to a passerby;
4. Is installed on any portion of the common elements or on any portion of any property which is maintained by the Association; or
5. Is in a location other than the entry door of the owner's or resident's unit.

An owner or resident is not authorized to use material or color for an entry door of the owner's or resident's unit or make an alteration to the entry door that is not authorized by the Association's restrictive covenants or in accordance with the requirements of the Association's dedicatory instruments.

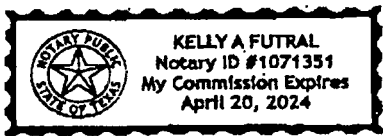
WITNESS MY HAND on this 24th day of August, 2021.

STONEY BROOK TOWNOMES ASSOCIATION, INC., a Texas non-profit corporation

By: [Signature]
(signature) Selmin Sipahi
(name printed)
Its: Secretary
(title)

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 24th day of August, 2021, by Selmin Sipahi, Secretary of STONEY BROOK TOWNHOMES ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



[Signature]
Notary Public - State of Texas

RP-2021-498277

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Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$22.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Tenesia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

**CERTIFICATE OF CORPORATE RESOLUTION
OF BOARD OF DIRECTORS OF
STONEY BROOK TOWNHOMES ASSOCIATION, INC.
(GUIDELINES REGARDING SOLAR ENERGY DEVICES)**

The undersigned Officer of **STONEY BROOK TOWNHOMES ASSOCIATION, INC.**, a Texas non-profit corporation (the "Association"), does hereby certify at the regular meeting of the Board of Directors of the Association (the "Board of Directors") held on August 17, 2021, with at least a majority of the Board of Directors being present, the following resolution was duly made and approved by the Board of Directors:

WHEREAS pursuant to that certain "Condominium Declaration for Stoney Brook Townhomes" recorded in Volume 34, Page 1 of the Condominium Records of Harris County, Texas, together with any amendments thereto (the "Declaration"), the Association is charged with the responsibility for administering the **STONEY BROOK TOWNHOMES** Condominium (the "Property") and the respective restrictive covenants set forth therein; and

WHEREAS, pursuant to the Declaration and Section 204.010(a) of the TEXAS PROPERTY CODE, the Association acting through its Board of Directors, may regulate the use, maintenance, repair, replacement, modification, and appearance of the Property;

WHEREAS, pursuant to the Declaration and Section 204.010(a)(18) of the TEXAS PROPERTY CODE, the Board of Directors may adopt and modify architectural guidelines as the needs of the Property change; and

WHEREAS, the Board of Directors wishes to adopt reasonable restrictions governing the installation, maintenance and use of solar energy devices consistent with the provisions of Section 202.010 of the TEXAS PROPERTY CODE.

NOW THEREFORE, be it resolved that the Board of Directors, on behalf of the members of the Association, duly adopts the following guidelines (the "Guidelines") regarding solar energy devices for the Property, which shall be binding upon all owners and their grantees, lessees, tenants, occupants, successors, heirs and assigns who currently or in the future may possess an interest in the Property, and which shall supersede any previously adopted rules on the same subject matter.

SECTION I - DEFINITIONS

1. **SOLAR ENERGY DEVICE.** The term "solar energy device" means a system or series of mechanisms designed primarily to provide heating and cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power as set forth in Section 171.107 of the TEXAS TAX CODE.

2. **DECLARATION.** Condominium Declaration for Stoney Brook Townhomes" recorded in Volume 34, Page 1 of the Condominium Records of Harris County, Texas, together with any amendments thereto.
3. **PROPERTY.** Condominium development commonly known as STONEY BROOK TOWNHOMES located in Houston, Harris County, Texas.
4. **OWNER.** A person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, who or which is the record owner of fee simple title to one or more of the Units at STONEY BROOK TOWNHOMES. For purposes of these Guidelines only, "Owner" includes a tenant, lessee or other person or entity occupying a home with the permission and consent of the Owner thereof.

SECTION II - INSTALLATION RULES

Owners may install solar energy devices according to the following guidelines, and the following provisions shall be applicable to a solar energy device:

1. **Location.** Solar energy devices may only be installed wholly within a Balcony (shown as a "B" on the condominium plat and plans attached to the Declaration) appurtenant to an Owner's Unit, or wholly within a Patio (shown as a "CP" on the condominium plat and plans attached to the Declaration) appurtenant to an Owner's unit. Installation of a solar energy device on a limited common element Balcony or Patio does not convert the limited common element into individually owned property. Solar energy devices may not be installed on common elements, or on the roofs or exteriors of any units or buildings.
2. **Installation.** Any resident or Owner desiring to install a solar energy device must comply with the minimum conditions provided in these Guidelines and must also provide prior written notice to the Association in care of its managing agent. Such notice shall include the type and color of the solar energy device to be installed, the installer, the proposed location of such installation and the method and manner of such installation.

No solar energy device may be installed on any of the common elements (except for the Balcony or Patio of a Unit, constituting a part of the common elements specifically designated as a limited common element appurtenant to a respective Unit).

No solar energy device may protrude or extend beyond the vertical or horizontal space forming the perimeter of the Balcony or Patio for the exclusive use of a respective unit.

A solar energy device shall not encroach upon any of the common elements of the Property, on the individually owned property of other Owners, or the airspace of another Owner's individually owned property.

4. All installations shall be completed so that they do not materially damage the common elements, limited common elements, or void any warranties in favor of the Association or other Owners, or in any way impair the structural integrity of the building.
5. The Association shall have the right to require reasonable screening of a solar energy device, including but not limited to all cables and wires, so long as the screening does not impair operation.
6. The installation of a solar energy device must be done by a qualified person or company. Any installer other than the unit owner shall be required to carry adequate general liability insurance and workers compensation insurance to prevent both damage to the common elements and potential safety hazards.
7. No liens in connection with the installation or maintenance of any solar energy device shall be filed against the common elements of the Property.
8. Installation of solar energy devices shall only occur between the hours of 8:00 AM and 5:00 PM, Monday through Saturday.

SECTION III - MAINTENANCE

1. Owners who install or maintain solar energy devices are responsible for all associated costs, including but not limited to costs to:
 - (a) Install, repair, maintain, replace, move or remove solar energy devices;
 - (b) Repair damage to any property caused by solar energy devices installation, maintenance or use; including any damage to any exterior building surface maintained by the Association;
 - (c) Pay medical expenses incurred by person injured by solar energy devices installation, maintenance or use;
 - (d) Reimburse other Owners and residents of the Association for damage caused by solar energy devices installation, maintenance or use;
 - (f) Restore solar energy devices installation sites to their original condition.
2. Owners shall not permit their solar energy devices to fall into disrepair or to become a safety hazard. Owners shall be responsible for solar energy device

maintenance repair and replacement and the correction of any safety hazard.

3. If solar energy devices become detached, Owners shall repair such detachment or remove the solar energy devices within 72 hours of the detachment. If the detachment threatens safety, the Association may remove the solar energy devices without liability and at the sole cost and expense of the Owner. The Association is not liable for any damage to the solar energy devices caused by the Association's removal.

SECTION IV - SAFETY

1. Solar energy devices shall be installed and secured in a manner that complies with all applicable state and local laws, ordinances and regulations, and manufacturer's instructions.
2. Solar energy devices shall not obstruct access to or exit from any Unit, walkway, ingress or egress from an area, electrical service equipment or any other areas necessary for the safe operation of the Property
4. Installation must comply with all applicable codes, take aesthetic conditions into account and minimize the impact to the exterior and structure of the Owner's Unit and the Condominium development.
5. To prevent electrical and fire damaged, solar energy devices shall be permanently grounded.
6. Exterior wiring shall not be installed so as to hang in mid air. The purpose of this requirement is to protect persons near and around the solar energy devices and such exterior wiring from injury.

SECTION V - SOLAR ENERGY DEVICES CAMOUFLAGING

1. Solar energy devices shall be painted to match to color of the structure to which they are installed or attached, provided that such painting does not interfere with or impair the operation of the solar energy device.
2. If solar energy devices are visible from the street or other Units, camouflaging said solar energy devices through inexpensive screening may be required by the Board of Directors.
3. Exterior wiring shall be installed so as to be minimally visible and meet the requirements of set forth in Section IV, Paragraph 6 herein above.

SECTION VI - SOLAR ENERGY DEVICE REMOVAL

1. Solar energy device removal requires restoration of the installation location to its original condition. Owners shall be responsible for all costs relating to the restoration of this location.

**SECTION VII - ASSOCIATION MAINTENANCE OF LOCATIONS
UPON WHICH SOLAR ENERGY DEVICES ARE INSTALLED**

1. If solar energy devices are installed on property that is maintained by the Association, the Owners retain the responsibility for solar energy devices maintenance. Solar energy devices must not be installed in a manner that will result in increased maintenance costs for the Association or for other Owners and residents. If increased maintenance or damage occurs, the Owners are responsible for all such costs.
2. If maintenance requires the temporary removal of solar energy devices, the Association shall provide Owners with not less than ten (10) days written notice. The Owners shall be responsible for removing or relocating solar energy devices before maintenance begins and replacing solar energy devices afterward. If solar energy devices are not removed within the required time, the Association may do so, without liability, and at the Owner's sole cost and expense. The Association is not liable for any damage caused by the Association's removal of the solar energy devices.

SECTION VIII - NOTIFICATION PROCEDURES

1. Any Owner desiring to install a solar energy device must (i) contact the Board of Directors and/or the Association's managing agent and submit a written application for the installation of the proposed solar energy device; and the Board of Directors or the managing agent shall provide such Owner mounting instructions for such location; (ii) submit a written request for approval (which submission must provide the proposed location, proposed mounting method (which must conform to that provided by the Board of Directors and/or managing agent), dimensions, materials, and color; (iii) submit the name and address of the proposed contractor to be used to install the solar energy device; and (iv) submit a notification form (in the form attached hereto and marked as Exhibit "A"); all to the Board of Directors of the Association. The Owner shall not proceed with any installation until and unless written approval is obtained and the Association has approved the proposed contractor to be used to install the solar energy device.
2. If the installation is routine, conforming to all of the above restrictions, the installation may begin immediately after such written approval has been provided to the Owner.
3. If the installation is other than routine (i.e. it fails to comply with one or more of the above Guidelines and/or is denied by the Board of Directors) for any reasons,

installation may not proceed until the Owner has met with the Board of Directors to discuss installation methods. Such meeting shall be scheduled at a mutually convenient time and place, but in no event shall such meeting be held later than the tenth (10th) business day following receipt of the completed notification form by the Board of Directors unless the Owner consents in writing to a later time for such meeting.

4. This notification procedure shall apply only to the installation of solar energy devices. All other alterations and improvements requiring the advance written approval of the Association's Board of Directors shall still require approval in accordance with the terms of the Declaration.

SECTION IX - ENFORCEMENT

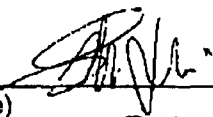
1. If these Guidelines are violated or if solar energy device installation poses a serious, immediate safety hazard, the Association, after written notice to the Owner in accordance with Section 209.006 of the Texas Property Code, may bring action for declaratory judgment and/or injunctive relief with any court of competent jurisdiction. The Association shall be entitled to recover reasonable attorneys' fees, costs and expenses incurred in the enforcement of these Guidelines.

SECTION X - SEVERABILITY

1. If any of these Guidelines are determined to be invalid, the remainder of these Guidelines shall remain in full force and effect.

WITNESS MY HAND on this 24th day of August, 2021

**STONEY BROOK TOWNHOMES
ASSOCIATION, INC.**, a Texas non-profit
corporation

By: 
(signature)
Selwin S. Sapi
(name printed)
Secretary
(title)

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 24th day of August, 2021, by Selma Sipahi, of **STONEY BROOK TOWNHOMES ASSOCIATION, INC.**, a Texas non-profit corporation, on behalf of said corporation.



Kelly Futral
Notary Public - State of Texas

RP-2021-498278

EXHIBIT "A"
AGREEMENT

Owner/Resident: _____

Address/Lot No.: _____

Date: _____

I, the undersigned owner/resident acknowledge receipt of the "Guidelines Regarding Solar Energy Devices" (the "Guidelines") established by the STONEY BROOK TOWNHOMES ASSOCIATION, INC., a Texas non-profit corporation (the "Association") for the installation, maintenance and use of solar energy devices at STONEY BROOK TOWNHOMES. With regard to such Guidelines, I agree as follows:

1. That I will comply with and abide by such Guidelines.
2. That I understand and agree that I have or will install and operate the solar energy device at my own risk, and that I will be liable for any injury, damage, or loss to persons or property caused by or resulting for the installation, operation and removal of my solar energy devices, and that I will be responsible for and agree to reimburse the Association or any other person for any personal injury or damage occurring to the Association, residents of STONEY BROOK TOWNHOMES, personnel of the Association, common property or other Owners' and residents' property. In such regard, I hereby agree to INDEMNIFY AND HOLD HARMLESS the Association (and its directors, officers, managers, employees, agents, etc.) for any and all claims, demands, debts, liens, liabilities, costs, expenses, attorneys' fees, any causes of actions (including claims for contribution and indemnity) suits, judgments and any other damages whatsoever and of any nature which may arise or result from the installation, operation and removal of the solar energy devices.
3. To additionally ensure that I am able to pay damages in the event that the installation, operation and removal of my solar energy device causes any injury or damage to persons or property, I acknowledge and agree to purchase and maintain liability insurance for as long as I have my solar energy device at the Property and provide proof of such liability insurance to the Association.

OWNER/RESIDENT

WITNESS

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

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Fees \$46.00

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THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Tenesia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

**CERTIFICATE OF CORPORATE RESOLUTION
STONEY BROOK TOWNHOMES ASSOCIATION, INC.
A TEXAS NON-PROFIT CORPORATION**

**RELATING TO
INSURANCE DEDUCTIBLE(S)**

The undersigned is an Officer for **STONEY BROOK TOWNHOMES ASSOCIATION, INC.**, a Texas non-profit corporation (the "Association"). The Association manages and administers the **STONEY BROOK TOWNHOMES CONDOMINIUM** (the "Condominium") pursuant to that certain "Condominium Declaration for Stoney Brook Townhomes", recorded in Volume 34, Page 1, et. seq. of the Condominium Records of Harris County, Texas, and all amendment(s) and annexation(s) thereto (the "Declaration"); (b) the Bylaws of the Association attached as Exhibit to the Declaration and incorporated therein by reference, and all amendments thereto ("Bylaws"); (c) Policies/Rules and Regulations of the Association (the "Policy/Rules"); and (d) the provisions of Chapter 82 of the TEXAS PROPERTY CODE.

The undersigned hereby certifies that at a duly called and constituted meeting of the Board of Directors ("Board") held on August 17, 2021, the Board adopted the following **INSURANCE DEDUCTIBLE RESOLUTION:**

**RESOLUTION REGARDING
INSURANCE DEDUCTIBLE**

WHEREAS, pursuant to Chapter 82 of the TEXAS PROPERTY CODE, the Declaration and the Bylaws, the Association, acting by and through its Board of Directors ("Board") is responsible for administering the Condominium and the covenants, conditions, and restrictions set forth in the Declaration; and

WHEREAS, generally the Association is required to insure the Insurable Common Elements and Condominium Units in accordance with the Declaration, Bylaws, and applicable law to the extent that such property insurance is reasonably available; and

WHEREAS, the Board, having considered all relevant factors, and based on its business judgment to secure such insurance on a reasonably available basis, has agreed to obtain one or more policies of insurance containing certain policy deductible(s), which are both reasonable and necessary; and

WHEREAS, the Board is of the opinion that under certain circumstances, in the event of a casualty loss, Owners should be responsible for the payment of all or portions of the applicable policy deductible(s), and therefore it is necessary to adopt and enforce an equitable policy in regard to the allocation of liability for payment of the applicable policy deductible(s); and

WHEREAS, Section 82.111(a) and (b) of the Texas Uniform Condominium Act ("TUCA") generally provides that the Association must, to the extent reasonably available, obtain and maintain insurance policies covering the buildings, Common Elements, and Units, but need not include improvements and betterments installed by the Unit Owners; and

WHEREAS, Section 82.111(c) of TUCA provides that if the insurance required by 82.111(a) and (b) of TUCA is not reasonably available, that generally the Association shall

cause notice of that fact to be delivered or mailed to all Owners and lienholders; and

WHEREAS, the Board has obtained insurance policies required by 82.111(a) and (b) of TUCA, however the Board, having considered all relevant factors and based upon its business judgment, has determined that such insurance is only reasonably available with certain policy deductible(s) applicable to the respective insured risks, and it is reasonable and customary for a condominium association located in Houston, Harris County, Texas to obtain such insurance with stated policy deductible(s) applicable to the respective insured risks; and

WHEREAS, Section 82.111(k) of TUCA provides that the Association, acting by and through its Board, may, by resolution, determine the allocation and responsibility for payment for the cost of the policy deductible and costs incurred before insurance proceeds are available; and

WHEREAS, the Board is desirous of, pursuant to this Resolution: (i) notifying all Owners and lienholders pursuant to 82.111(c) of TUCA that the insurance required by 82.111(a) and (b) has been obtained and shall be maintained with a stated policy deductible, so that while the Association shall procure such insurance covering the buildings, Common Elements and Condominium Units, such coverage shall be LESS and EXCEPT such deductible amount; and (ii) pursuant to Section 82.111(k) of TUCA, adopting and enforcing an equitable policy in regard to the allocation and responsibility for payment of the applicable policy deductible and costs incurred before insurance proceeds are available.

NOW THEREFORE, BE IT RESOLVED THAT:

1. Notice is hereby given to all Owners and lienholders that the insurance obtained by the Association as required by 82.111(a) and (b) of TUCA has one or more stated deductible(s) applicable to the respective insured risks, and as a result, the insurance obtained by the Association covering the buildings, Common Elements, and Condominium Units is for an amount LESS and EXCEPT such respective deductible amounts applicable to the respective insured risks.
2. *If the Association's insurance provides coverage for the loss and the cost to repair the damage to a Condominium Unit or a Common Element **is more than the amount of the applicable insurance deductible (such that insurance proceeds are available to make repairs)**, then the entire cost of the applicable stated insurance deductible and costs incurred before insurance proceeds are available shall be assessed against the Owner and the Owner's Condominium Unit and paid to the Association by the Owner *under any of the following circumstances:*
 - a. If such insured loss was caused by or was the result of the negligence, willful misconduct, or wrongful act of the Owner, an occupant of the Owner's Condominium Unit, or the Owner's or occupant's family, guests, employees, contractors, agents, or invitees; or
 - b. If such insured loss was due to an occurrence or condition within the Owner's Condominium Unit which was a result of or arose from (i) the failure or malfunction of any component or item within or forming a part of the Owner's Condominium Unit, whether constituting a fixture (plumbing, electrical, etc.), appliance, or any item of personal property; or (ii) the failure or malfunction of any item or component for*

which the Owner is responsible to maintain, repair, or replace under the Declaration, Bylaws, Policy/Rules, or applicable law, all irrespective of any negligence; or

- c. if the cause of the insured loss cannot be determined, but such loss originated wholly within the Owner's Condominium Unit, or from any item for which the owner is responsible to maintain, repair, or replace under the Declaration, Bylaws, Rules, or applicable law.

In situations other than those described above, the Association will pay the applicable policy deductible, as a common expense.

3. *If the Association's insurance provides coverage for the loss but the cost to repair damage to a Condominium Unit or Common Element covered by the Association's insurance is less than the amount of the applicable insurance deductible (such that no insurance proceeds are available to make repairs), then except as provided in Paragraph 4 hereof, in accordance with the provisions of Section 82.111(j) of TUCA, the party who would be responsible for the repair in the absence of insurance shall make or pay the cost of the repair of the damage to the Unit or Common Elements. The provisions of the Declaration, Bylaws, Policy/Rules, and/or applicable law shall determine the responsibility of the repairs pursuant to this Paragraph 3.*
4. Notwithstanding anything to the contrary in Paragraphs 2 and 3 hereof, and consistent with the applicable provisions of Paragraph 2 hereof: (i) in accordance with the provisions of Section 82.111(l) of TUCA, if damage to a Unit or Common Elements is due wholly or partly to an act or omission of any Owner or a guest or invitee of the Unit owner, the Association may assess the deductible expense and any other expense in excess of insurance proceeds against the Owner and the Owner's Unit; and (ii) an Owner may also be subject to liability pursuant to applicable provisions of the Declaration, Bylaws, and/or the Policy/Rules.
5. The determination of whether the occurrence or cause of a loss is one described in Paragraph 2 or Paragraph 4 above shall be made in the reasonable and sole discretion of the Board, whose decision shall be final. Sums determined to be the obligation of the Owner to the Association as above provided shall be payable within ten (10) days after written demand therefore addressed to the Owner and sent by certified mail/return receipt request to the Owner's last known mailing address according to the records of the Association, or by personal delivery.
6. Nothing herein shall be construed as to treat the Association's insurance policies as other than primary, or to in any way diminish or modify the coverage provided by the Association's insurance policies. Nothing herein shall be construed or intended to, nor shall same create, any contract for the benefit of any third party or insurer, either voluntarily or by estoppel. Nothing herein shall be construed to extend either insurance coverage or the Association's obligation, with respect to maintenance, repairs, or replacement to a Unit and an Owner's personal property and improvements as set forth in the Declaration, Bylaws, Policy/Rules, or applicable law. Nothing herein shall affect the right of an Owner or insurer to recover sums paid on account of the loss caused as

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e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$30.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Tenesia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

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EXHIBIT "A"

**AMENDED AND RESTATED RULES AND REGULATIONS
STONEY BROOK TOWNHOMES ASSOCIATION, INC.**

WHEREAS, the Stoney Brook Townhomes Association, Inc. (The "Association"), a Texas nonprofit corporation, was established to, among other purposes, "operate, manage, maintain and administer the affairs of Stoney Brook Townhomes, a condominium project (the "Condominium") established pursuant to that certain Condominium Declaration for Stoney Brook Townhomes, recorded in Volume 34, page 1 of the Condominium Records of Harris County, Texas (the "Declaration") and to exercise all powers which may be necessary or convenient to the operation, management, maintenance and administration of the affairs of the STONEY BROOK TOWNHOMES (Property), as a condominium project in accordance with (a) the Declaration; (b) the Bylaws of the Association attached as Exhibit to the Declaration and incorporated therein by reference, and all amendments thereto ("Bylaws"); (c) Policies/Rules and Regulations of the Association (the "Policy/Rules"); and (d) the provisions of Chapter 82 of the TEXAS PROPERTY CODE; and

Section 82.101(a)(6) of the Texas Property Code authorizes the Association, acting by and through the Board of Directors, to "regulate the use, maintenance, repair, replacement, modification, and appearance of the Condominium"; and Section 82.101(a)(7) of the Texas Property Code authorizes the Association, acting by and through the Board, to "adopt and amend rules regulating the use, occupancy, leasing or sale, maintenance, repair, modification, and appearance of units and common elements, to the extent that the regulated actions affect common elements or other units"; and

WHEREAS, Article V, Section 5.3 (b) of the Bylaws authorizes the Association, acting by and through the Board of Directors, to "establish, maintain, and enforce compliance with such reasonable house rules as may be necessary for the operation, use, and occupancy of the Properties with the right to amend same from time to time..."; and

WHEREAS, pursuant to the authority vested in and to the Board of Directors as set forth in the Texas Property Code, and the Bylaws, the Board of Directors, having considered all relevant factors, and based on its reasonable judgment, has deemed it necessary and desirable to adopt certain **AMENDED AND RESTATED RULES AND REGULATIONS** which shall be applicable to all owners, Association members, tenants, and residents, together with their respective family members, guests, and invitees;

NOW THEREFORE, effective upon the date these amended and restated Rules and Regulations are filed in the Real Property Records of Harris County, Texas as a dedicatory instrument of the Association, the following **AMENDED AND RESTATED RULES AND REGULATIONS** shall be and are hereby adopted, and shall supersede and replace any and all previous rules and regulations heretofore adopted:

- 1 **Obstructions:** No common sidewalks, drives, entrances, and passageways shall be obstructed by any Condominium Unit owner, tenant, family members or their guests for any other purpose than as an ingress to, or egress from, the Units.
- 2 **Non-Play Areas:** Condominium Unit owners, members of their families, their guests, residents, tenants or lessees shall not use sidewalks, garages, drives, entrances, or passageways as a play area(s). Toys and other miscellaneous items shall not be stored at the entrance or sidewalk of any Condominium Unit. See Paragraph 5.
- 3 **Parking/Towing/Assigned Parking Spaces:** Various parking rules are as follows:

- .1 No inoperable vehicle, bicycle or tricycle, of any type whatsoever may be parked or kept on/in an Owner's designated parking space, in guest parking or on the Stoney Brook property. An inoperable vehicle includes any vehicle that: does not exhibit current license and inspection stickers/plates; is not mechanically operative including flat tires; or cannot be legally driven on public streets.
- .2 Each Condominium Unit has been assigned a minimum of one and no greater than two specified parking spaces in accordance with the Condominium Declaration and amended February 17, 1977. All Guest parking is for the temporary use of guests and is not to be used as additional parking spaces for "additional" Owner or resident automobiles. Owners or Residents shall use their assigned parking spaces and leave the Property's Drive parking and "Guest parking" available for guests.
- .3 Owners or Residents shall park only in the spaces assigned to their Condominium Unit and shall not park in spaces of other Owners or Residents or areas designated as guest parking, except that owners and residents may park in guest parking for periods not to exceed two (2) hours to load and unload their vehicles.
- .4 Owners or Residents who possess more vehicles than assigned parking spaces may not park any "extra" vehicles on the property. Such "extra" vehicles will be towed after notice to the Owner or Resident. However, an Owner or Resident may make arrangements to use one or more of the parking spaces of another Owner or Resident, on any basis mutually acceptable to the parties.
- .5 Owners or Residents shall not permit their family, guests or invitees to use parking spaces of other Owners or Residents, except for arrangements made pursuant to Rule 3.4.
- .6 No vehicle of any kind shall be parked, stored or otherwise permitted to remain adjacent to any curb or area designated as a no parking area by sign, curb painting or other marking as a "Fire Lane" or any otherwise indicated as "No Parking". Moving vans, trucks, and commercial vehicles may be parked in these areas while they are actively being loaded or unloaded.
- .7 Owners assigned underground parking spaces may not park/store bicycles, tricycles or child's wheeled toys or store/place storage boxes, shelving or similar open containers on/in their assigned space(s).
- .8 Owners assigned underground parking spaces may place an enclosed storage shed within the confines of the space's perimeter. The cost and maintenance of the shed are entirely the responsibility of the owner. Prior to the shed's installation the owner must receive written approval from the Board. The approval process requires a written plan and drawing detailing size, dimensions, color and materials. A printout containing this information is acceptable. Features of the shed should include the ability to lock and secure the access. Approved sheds shall be cleaned and painted on a regular basis at the owner's expense to maintain an attractive appearance. Owners and Residents are reminded that Stoney Brook is not gated, and any such items are placed there entirely at the risk of such Owners and Residents. The Association assumes no liability for nor shall it be liable for any loss or damage to items stored in Common Elements or storage areas.
- .9 Owners or Residents may not park trailers, boats, oversized vehicles, including those that display advertising (that cover a surface area greater than 25 square feet) in their underground or assigned parking spaces. These vehicles may not be parked anywhere on the Stoney Brook Townhome property.
- .10 Vehicle repair work shall not be done to vehicles in a parking space or anywhere on the property, except in instances of automobile recovery repair clubs and warranty repair services or windshield glass replacement, with repairs done in an interval of a few hours.
- .11 No Owner or Resident shall use the Property's Drive for permanent or long-term parking of their vehicles or any vehicle of their family, guest or invitee. A vehicle of a family member, guest or invitee parked in the Guest Parking for more than 72 hours will be

subject to towing after initial warning. Rule 3.11 specifically does not apply to owner vehicles attempting to use guest parking for more than two hours as described in paragraph 3.3.

.12 In the case of flooding, owners may use guest parking spaces until the threat of flooding has subsided. Once Guest parking spaces are filled, owners must park their vehicles on Stoney Brook Drive. In no case shall FIRE LANES be blocked.

.13 No Resident or any guest, or invitee of any Resident shall utilize any Common Element electrical outlet or electricity furnished by the Association in whole or part to charge or recharge any vehicle powered in whole or part by electricity (whether battery powered or hybrid).

4 **Storage:** No article shall be placed on or in any of the general Common Elements except for those articles of personal property which are the community property for the benefit of all the Condominium Unit owners. Articles placed in such Common Elements are subject to removal and disposal without notice.

5 **Common Elements:** No work of any kind shall be done upon the exterior building walls or general Common Elements by any Condominium Unit owner. Such work is the responsibility of the Association. See Rule 26 for guidelines concerning installation of flagpoles.

6 **Electrical:** No owner, resident, tenant or lessee shall install outside wiring for electrical or telephone installation or for any other purpose, nor shall any machine, or air-conditioning Unit be installed on the exterior of the Condominium Unit or be installed to protrude through the walls or the roof of the Condominium improvements except as may be expressly authorized by the Association. See Rule 13 for additional requirements regarding satellite dish installation.

7 **Trash:** Domestic garbage and trash shall be deposited by the owners or residents in the trash dumpsters located in the underground parking areas. Domestic garbage and trash are not to be stored/deposited outside the individual Condominium Unit's entrance. Construction debris, discarded furniture, appliances, or mattresses and/or any other oversized items are not to be deposited in the dumpsters. Owners will be fined when found in violation of trash rules whether caused the owner, tenant or lessee of the Condominium Unit. Owners must instruct contractors that construction debris should not be discarded in the dumpsters.

8 **Animals:** No animals, livestock or poultry of any kind shall be raised, bred, kept, maintained or harbored within this Condominium project or regime, except that two dogs or cats or other household pets may be kept; provided that such dog, cat or other household pet does not become obnoxious to other Condominium Unit owners. Various rules regarding pets are as follows:

- .1 The Board shall have the right to direct the removal of any pet that is a nuisance to any Owner or Resident (or their pets) on the Project, which includes, but is not limited to, excessive barking or biting.
- .2 No household is allowed more than two household pets. The Board shall have the right to direct removal of any pet from a household that exceeds these maximums.
- .3 All pets (including cats) must be restrained by a leash when outside of its Owner's Condominium Unit, and no pet shall be allowed to run loose within the confines of the Project (see City of Houston Leash Laws). Pets roaming freely on the property are subject to removal at any time and without notice.
- .4 Pet Owners (or pet walkers) are required to pick up all fecal material (feces) deposited by their pets (dogs and cats) at any location on the property and dispose of it in a proper and sanitary manner in order to prevent disease and maintain cleanliness of the property (see City of Houston Pooper Scooper Law).
- .5 No pets are permitted in the pool area.

9 **Barbeque Grills;** Both gas or charcoal grills and smokers shall be used according to the City of Houston's Fire Code Ordinance, which requires use of charcoal or gas grills, smokers and barbecuing pits to be at least 10 feet from a combustible building material (including wooden fences). All grills are prohibited from

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second story balconies. Charcoals or ashes shall not be deposited in the dumpsters before they are soaked in water for 15 minutes and the remains deposited in sealed plastic bags. No barbecuing or cooking will be allowed on any balcony, in any courtyard or in the garage.

- 10. Fines:** The Board has adopted that certain "Resolution Regarding Assessments for Violation of Rules & Regulations and Deed Restrictions" which have been or will be filed of record as a dedicatory instrument, an which shall govern the levy of fines for violations of these Rules and Regulations.
- 11 Use of Generators:** In the event of loss of electricity, personal generators may be used under the following guidelines:
- Generators are not to be run indoors or on upper balconies,
 - Generators must be placed in a ventilated area,
 - Storage of gasoline is prohibited on a patio or balcony, or otherwise visible in open areas of the Property, including but not limited to garage,
 - Gasoline cans must be stored in a proper container to prevent leakage, fumes and odors, and
 - Hours of generator operation shall be limited from 6:00 a.m. to 11:00 p.m. with the exception of residents with a chronic medical condition (e.g., continued power is required to operate oxygen or other respiratory equipment).
- 12 Patios, Unit Entries and Balconies:** Owners or Residents may place upon balconies or patios appurtenant to such Owner or Resident's Condominium Unit: patio furniture; and such decorative items as such Owner or Resident may deem desirable; however, balconies, patios and assigned parking spaces may not be used as extra storage space of items that detracts from the general appearance of the Project (e.g., tool boxes, ladders, flammable liquids or other items that would otherwise be stored in your home or offsite storage). The Board has determined that such a detraction from general appearance occurs when the item can be seen from outside the balcony or patio. Thus, a container stored on the patio that is below the top of an enclosed patio fence is not a detraction. The Board shall have the right at any time to direct removal of any item that the Board determines, in its sole discretion, is distasteful and diminishes the Project's general appearance. Empty flower pots or empty plant containers or any other refuse item(s) shall not be stored on any balcony, patio or parking space, nor shall they be stored in any Common or Limited Elements.
- 13 Satellites, Dishes, Antennas and Cables:** No antenna or satellite dish of any kind shall be permitted without the prior written approval of the Association. The Association will approve such installation that is in conformance with the resolution "Rules for Installing Satellite Dishes and Antennas" filed or to be filed of record with the Harris County Clerk. A copy of this resolution can be supplied to a condominium owner upon request. If the Owner or Residents retains any other contractor to install additional outlets in their Condominium Unit which requires additional cables outside the unit, it is the Owner's responsibility to insure that these new cables are properly secured, buried and hidden from view. Any cable not so installed will be properly covered/buried by the Association and the Owner will be charged not less than \$200.00.
- 14 Signs, Emblems, Posters, Displays:** No sign, notice or advertisement of any kind shall be posted within the confines of the Property without the prior written consent of the Board, except:
- Signs and Notice may be posted on the common Bulletin Boards located at the mail stations.
 - Open house signs directing to location may be placed the day of, but no greater than four (4) hours prior to the event and removed no later than two (2) hours following the event.
 - Realtors, brokers and sellers must comply with the Bylaws and Rules and Regulations of the Project.
 - One sale or rental sign, may be placed in one window of the Condominium Unit that is being sold or leased.
 - Owner may display a sign advertising apolitical candidate or ballot item for an election during an applicable election period in accordance with Section 202.009 of the Texas Property Code.

15 Swimming Pools: The swimming pools and other Common Areas are for use by all Owners and Residents. Every precaution is taken to assure safety of homeowners, resident, and/or their guests. Owners or Residents, as well as their guests or invitees, must abide by the Pool Rules as posted. Such rules and regulations will be deemed to be a part of these Rules and Regulations and will be enforceable in the same manner as provided for in the Declaration thereof. These posted rules include, but are not limited to, the following:

- a. Pool facilities are for the enjoyment of residents.
- b. There is a limit of four guests per Condominium Unit.
- c. Guests must be accompanied by resident.
- d. The entrance to the swimming area must remain locked at all times. This is an important safety precaution.
- e. Swim at your own risk. There is no lifeguard on duty.
- f. Proper swimming attire must be worn at all times.
- g. Children under the age of 12 cannot use the pool without an adult resident in attendance.
- h. Glass containers and other breakable items are not allowed in or around the pool area.
- i. Diving is not permitted.
- j. Boisterous behavior and feats of a daring exhibition that could jeopardize your personal safety and the safety of others are prohibited.
- k. Spitting, spouting water from the mouth or blowing of the nose in the pool is prohibited.
- l. Noise, such as audio equipment and/or voice levels, must be maintained at a minimum volume.
- m. Any person with considerable exposed sub-epidermal tissue, open blisters or cuts is strongly advised not to use the pool. Any open wounds may become infected.
- n. Swimming is prohibited after posted pool hours.
- o. Pool will be closed after adding heavy doses of chemicals to the water as eye/skin damage could result.
- p. All litter, cigarette butts and garbage must be placed into trash containers.
- q. If, for any reason, the pool and patio are deemed unsafe for use, the pool area will be closed immediately and will remain closed until the city, state and/or management deem the area safe for use. Pool/pool area closure will be indicated by posted sign and area is not to be accessed during this time.
- r. Private parties are not permitted in or around the pool areas without prior written consent of the Board. Prior to any proposed party a written request detailing the size and purpose of the group should be forwarded to the management company. The request will be forwarded to the Board and their decision communicated to the owner.
- s. The safety equipment is for emergency use only. Please do not tamper or play with this equipment.
- t. Posted rules and regulations must be followed. Management is not responsible for loss of personal property. Management reserves the right to refuse entrance to any person(s) who, in their judgment, is in violation of the rules and regulations.
- u. Owners are responsible for their guests and any violation of the Pool Rules may generate immediate fines up to \$200.00 to that owner as determined by the Board.
- v. No pets are allowed in the pool area.
- w. No cooking of any kind, including but not limited to grilling, is allowed in the pool area.

16 Association Liability: The Association assumes no liability for nor shall it be liable for any loss or damage to articles stored in Common Elements or storage areas.

17 Owner Liability: Any damage to the Common Elements or personal property caused by a Condominium Unit owner, members of an owner's family, their guests, residents, tenants, lessees, agents or employees, shall be repaired at the expense of the Condominium Unit owner. Likewise, the Condominium Unit owner will be responsible for all costs to repair general Common Elements that result from changes made to the general Common Elements of the owner's Unit, including those changes authorized by the Board of Directors.

- 18. Employees and Contractors:** All employees and contractors are hired by and remain under the direction of the Managing Agent or Board of Directors. They are assigned specific duties and may do no other work for any Condominium Unit owner or tenant that is not assigned to them by the Managing Agent or Board of Directors. They should not be given any orders, instructions, requests or other direction by any owner or occupant; and any requests for work will be given directly to the Managing Agent or Board of Directors.
- 19. Safety:** No activities shall take place or items kept in any Condominium Unit or in the general Common Elements which pose a risk to or result in an increase of the rate of the insurance maintained by the Association. No Condominium Unit owner shall permit any activities or possessions which may result in the cancellation of the insurance of the Association or which would be in violation of any law, ordinance or governmental regulation.
- 20. Contractor Competence/Construction Hours:** The owner of a Condominium Unit is responsible for ensuring that all repair work, renovations or improvements done to the owner's Unit comply with the following:
- Assurance that the renovation/construction/repair is performed by insured and/or licensed contractors.
 - Insurance certificates naming the Association as an additionally named insured and in the format required by the Association will be provided to the Managing Agent or Board of Directors by the contractor's insurance carrier prior to the time that work is begun on any renovations or improvements.
 - The renovation/construction/repair activity, whether performed by a contractor or the owner or owner's agent, is performed during the hours 8:00 A.M. to 6:00 P.M., Monday through Saturday and 12:00 P.M. through 6:00 P.M. on Sunday.
- 21. Window and Door treatments/maintenance:** Maintenance and repair of windows and interior/exterior door are the responsibility of the owners.
- Window treatments visible from the exterior must be neat and tidy in appearance, and of a solid neutral color. Blinds, shutters, curtains and other window coverings should be free of tatters, tears, and breaks.
 - Owners are responsible for keeping the windows and doors clean and in good repair.
 - Owners shall obtain Board written approval of any color they intend on painting an exterior door. The owner may submit the proposed color sample to the management company. They will submit to Board for final approval.
- 22. Insurance:** The Board oversees insuring the Buildings, Common Elements and Limited Common Elements of the Project as defined in the Condominium Declaration. The Board adopted and filed of record with the Harris County Clerk an "Insurance Deductible Resolution" that contains various rules regarding insurance, deductibles, losses and liabilities. All owners are encouraged to provide their individual insurance carriers a copy of this resolution. A copy of this resolution can be provided to the owner upon request.
- 23. Delinquent Assessments:** The Board has adopted and has or will file of record with Harris County Clerk the following policies regarding the collection of delinquent assessments owed by an Owner:
- Any monthly assessment, or any portion thereof, due from an owner for more than 60 days shall be considered delinquent and the Association's attorney may be instructed to pursue all legal remedies for the collection of such funds including legal charges and late fees associated with such a collection process.
 - Any Owner that displays a reoccurring delinquent payment history shall be subject to an acceleration of the next twelve months of monthly assessments. The sum of the next twelve months' assessments will be currently due in accordance with Delinquent Resolution filed with the Harris County Clerk. A reoccurring delinquent payment history is defined as any Owner that has

been referred to the Association's attorney in accordance with Rule 24.1 more than twice in previous 24 month period.

- c. Any account with an unpaid maintenance fee assessment after the 15th of the month shall be assessed a late charge in the amount of \$25.00.
- d. The Board has further adopted an "Assessment Acceleration Policy" which has been or will be filed of record as a dedicatory instrument which will allow the acceleration of assessments as set forth therein.

24. Rain Barrel Installation: The Board prepared and has or will file of record with the Harris County Clerk a Rainwater Harvesting System Policy. Owners may obtain a copy from the County Clerk or management company. An Owner must obtain a copy of this policy before attempting to install any rainwater harvesting system anywhere on the property. A part of this policy includes an operation agreement that must be executed by the Owner and Association.

25. Solar Energy Devices: The Board prepared and has or will file of record with the Harris County Clerk a Solar Energy Device Policy that includes an operational agreement that must be executed by the Owner. Owners may obtain a copy from the County Clerk or the management company. An Owner must obtain a copy of this policy before attempting to install any solar device system anywhere on the property. A part of this policy includes an operation agreement that must be executed by the Owner and Association.

26. Religious Displays: The Board prepared and has or will file of record with the Harris County Clerk a Religious Display Policy which includes various rules and guidelines.

27. Displayed Flags and Flagpoles: The Board prepared and filed of record with the Harris County Clerk a Displayed Flags and Flagpoles Policy that includes various rules and guidelines. This policy includes limitation on flag size, number and location. Owners may obtain a copy from the County Clerk or the management company. An Owner must obtain a copy of this policy before attempting to install or display any flag or flag pole anywhere on the property including a Limited Common Area.

28. Leasing Rules: Any Owner purchasing a Condominium Unit must reside within the Unit for a period of twelve (12) consecutive months prior to renting the Unit. Thereafter all lease agreements must be for a period of not less than six (6) months and valid only if leased to the Lessee by the Owner of record or Owner's agent. No Tenant shall let or sublet part of the Condominium Unit to another party. The leasing of the Condominium Unit shall follow the protocol below.

- a. Short-term rentals of any Condominium Unit are strictly prohibited as discussed in Rule 30.4. Owners violating this basic rule will be fined a minimum of \$200.00 per occurrence immediately upon determination that this arrangement occurred.
- b. Tenant Screening. Each Owner shall be required to, and shall be solely responsible for reviewing, researching, and determining the character, criminal background, sex-offender background, prior conviction background, prior landlords' referrals, and/or suitability of each prospective tenant, and/or other occupant of his or her Condominium Unit in such manners which is reasonable and prudent of landlords in Houston, Harris County, Texas for properties comparable to Stoney Brook Townhome Association at the time such lease application is made/lease entered into (the "Tenant Screening" herein).
- c. In the event that any Owner fails or refuses to perform a Tenant Screening, in addition to the remedies of the Association as set forth in Rule 29.4 below, such Owner shall be liable to any party whomsoever who suffers any damage or injury resulting from the acts of any such tenant/occupant which would have been reasonably foreseeable had the Owner performed such review and research as to such matters and such matters disclosed information which a reasonable and prudent landlord in Houston, Harris County, Texas leasing similar property would have considered unfavorable and grounds for rejection of lease approval. Further, in the event that the Tenant Screening discloses matters which a reasonable and prudent landlord in Houston, Harris County, Texas leasing similar property would have considered unfavorable and grounds for

rejection of lease approval, and such Owner elects to lease to such tenant/occupant notwithstanding same, then such Owner shall be liable to any party whomsoever who suffers any damage or injury resulting from the acts of any such tenant/occupant which would have been reasonably foreseeable given the matters disclosed by such review and research. The Association, the Board of Directors, the Officers, and the agents of the Association shall have no obligation to independently review, research, and/or determine the character, criminal background, sex-offender background, prior conviction background, prior landlord referrals, and/or suitability of any prospective tenant/occupant of any Condominium Unit in the property.

- d. **Names of Tenants, Copies of Lease(s) and Compliance with Screening Requirements.** Not later than the 30th day after the date an Owner leases a Condominium Unit to a tenant/occupant, the Owner shall provide the Association with the following:
- i. As required by Section 82.114(e)(3) of the Texas Uniform Condominium Act, if not shown in the copy of the lease delivered pursuant to Rule 29.4.2, the name, address, and telephone number of each and every person occupying the Condominium Unit as a tenant/occupant under lease;
 - ii. A copy of the fully completed and executed lease (information deemed personnel such as social security numbers, business terms, rent amount, etc. may be redacted);
 - iii. As required by Section 82.114 (e)(4) of the Texas Uniform Condominium Act, if not shown in the copy of the lease delivered pursuant to Rule 29.2 above, the name, address, and telephone number of any person managing the Condominium Unit as agent of the Condominium Unit Owner; and
 - iv. A written Statement signed by the Owner stating that the Owner conducted the Tenant Screening as required by Rule 29.4 above. Such written Statement shall outline specifically, the scope of such Tenant Screening and what records or resources were reviewed in connection with such Tenant Screening.
- e. **Responsibility for Tenant Conduct.** Prior to the time that any tenant, lessee or other such person shall take possession of a Condominium Unit at the Property, that person will be given a copy of these Rules and Regulations by the owner of that Condominium Unit or the agent of the owner. Each Owner shall be responsible for, and shall pay for damage to the Common Elements or any Condominium Unit caused by the negligence or willful misconduct of the Owner's tenant, any other occupant of the Unit, or the tenant/occupant's family, guests, employees, contractors, agents, or invitees. Each Owner shall be liable to the Association for violations of the Condominium Declaration, Bylaws, or Rules and Regulations of the Association by any tenant of the Owner, or any occupant of the Owner's Condominium Unit, or any of the tenant/occupant's family, guests, employees, agents, or invitees, and for costs incurred by the Association to obtain compliance, including attorney fees, whether or not suit is filed.
- f. **Remedies in the Event of Noncompliance.** Owners who fail or refuse to provide the documentation required by Rule 29.4.1 above within the time required, shall be subject to the levy of an initial fine in the amount of Fifty Dollars (\$50.00), with a subsequent fine of Ten Dollars (\$10.00) per month thereafter until such time that all of the required information is properly delivered. Any Owner who fails or refuses to provide the documentation required by Rule 29.4.4 above on two or more occasions during any cumulative twelve (12) month period shall be subject to the levy of a fine in the amount of One Hundred Dollars (\$100.00) for each additional time the Owner fails or refuses to provide such information.

29. Occupancy and Leasing: Owners and Residents shall conform to the following rules regarding occupancy and leasing:

- a. **Numbers.** Any Condominium Unit may be occupied by no more than two (2) persons per bedroom, unless higher occupancy is mandated by public agencies that enforce compliance with the familial status protection of the Fair Housing Act.
- b. **Danger.** The Association may prohibit occupancy by a person who constitutes a direct threat to the health or safety of other persons, or whose occupancy would result in substantial physical damage to the property of others, pursuant to the Fair Housing Act.

- c. **Occupancy Defined.** Occupancy of a Condominium Unit for purposes of these Rules, shall mean occupancy of at least 10 continuous days or 30 noncontiguous days in any twelve (12) month period.
- d. **Terms of Lease.** Condominium Units may be leased only in their entirety; no fraction or portion of any Condominium Unit may be leased. Any lease, rental, or other occupancy agreement covering less than the entire townhome shall be prohibited. The use of a Condominium Unit for hotel, motel, or transient use by individuals who do not utilize such Condominium Unit as his/her/their bonafide primary or secondary residence shall be and is hereby strictly prohibited. "Hotel, motel, or transient use" shall be defined as to include any use for which the payment of a hotel or motel tax to the State of Texas or the City of Houston would be applicable. No Condominium Unit may be used as a "boarding house" or "rooming house" where less than the entirety of the townhome is subject to a lease, rental, or occupancy arrangement. No subleases or subleasing shall be allowed. A Condominium Unit may not be leased for a term of less than six (6) months.
- e. **Written Leases.** Each lease must be in writing and shall be subject in all respects to the provisions of the Condominium Documents, as amended from time to time, and all instruments affecting title to the condominium property. Any failure by a tenant to comply with the terms of any such documents shall constitute a default under such lease enforceable by the Association as the intended third-party beneficiary of the same. An Owner shall provide the Board of Directors with a copy of each lease of that Owner's Condominium Unit.

30. Noise Disturbance: The Association confirms and adopts the City of Houston noise ordinance (Ordinance No 01-945, § 2, 10-17-01) that confirms that it is unlawful for any person to make, continue, or cause to be made or continued any loud, unnecessary, or unusual noise that annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others. The ordinance indicates time restrictions for decibel volumes and includes amplified sound, noisy vehicles and other disturbances.

- a. Rule 31 (Noisy animals and birds) should be of particular interest to Stoney Brook residents. It reads "The keeping of any animal or bird that causes or makes frequent or long and continued sound that unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of ordinary, reasonable persons of normal sensibilities and ordinary tastes, habits, and modes of living who reside in the vicinity thereof is hereby prohibited and declared to be unlawful as a sound nuisance in violation of this chapter, regardless of whether the sound so created by said animal or bird is within the permissible levels specified in Section 30-6 of this Code."
- b. Rule 11 (Penalty) reads "Any person who violates any provision of this chapter is guilty of an offense and, upon conviction thereof, shall be punished by a fine of not more than \$1,000.00 by the City". The Association will also fine any owner in conformance with the Rules and Regulations that violate this ordinance. Each hour or portion thereof in which any violation shall occur shall constitute a separate offense. This ordinance is enforced by the City of Houston Police Department. Any resident that experiences noise as defined by the ordinance should call the Police Department for enforcement. Their non emergency number is 713.884.3131.

31. Bicycle and Tricycle Storage: Owners and Residents shall store their bicycles and tricycles within their enclosed patios (patios displaying a fence constructed with adjoining vertical wood pickets and a height above four feet) if they have one. Those Owners and Residents that do not have an enclosed patio may store their bicycles and tricycles on their balcony if such vehicles are covered with an appropriate brown or beige bicycle or tricycle cover. Tarps, plastic bags, blankets or sheets are not considered bicycle or tricycle covers. Bicycles and tricycles stored on an enclosed patio shall not extend above the top fence line. Bicycles and tricycles stored under the carports will be removed from the area at the Owners' expense.

32. Enforcement: The Association may seek to enforce violations of these Rules by any and all lawful means, including, without limitation, by the levy of fines; suspension of voting privileges or the use of

general common element amenities; the filing of a "Notice of Non-Compliance in the Real Property Records of Harris County, Texas; and/or by filing of lawsuit(s) seeking appropriate temporary and permanent injunctive relief. Any or all of the foregoing remedies may be joint or several; and the implementation of any of such remedies shall not be deemed a waiver as to the subsequent implementation of one or more other remedies. The Association, the Board, its agents, and/or employees shall not be held to a standard requiring that they monitor, or conduct full time surveillance of activity occurring on/within the common areas/common elements for the purpose of observing, detecting, and enforcing violations of these Rules as and when any such violations occur, in "real time"; and shall not be responsible or liable to any Owner, Resident, or any other party whomsoever who claims any damage, injury, or loss for the failure or inability of the Association, the Board, its agents or employees to detect and enforce violations of these Rules at the time any such violations occur in "real time".

33. **Security:** The Association, its Directors, Officers, employees, and/or managing agent shall not in any way be considered as insurers or guarantors of the safety, security, or well-being of any Owner, resident, or their respective guests or invitees. Security is the sole responsibility of each and every individual Owner(s), resident, their respective guests and invitees. Each Owner, resident, and their respective guests and invitees shall in all instances look to local law enforcement agencies for such protection. The Association has no obligation whatsoever to provide security.

The Association may, but shall not be obligated to, maintain or support certain activities within the Condominium designed to make the Condominium less attractive to intruders than it otherwise might be. The Association, and its/their respective Directors, directors, officers, committees, agents, and employees, shall not in any way be considered an insurer or guarantor of security within the Condominium, and shall not be held liable for any loss or damage by reason of failure to provide adequate security or the ineffectiveness of any security measures undertaken. Each Owner, Resident, guest, and invitee within the Condominium assumes all risk for loss or damage to his or her person, to his or her Unit, to the contents of his or her Unit, and to any other of his or her property on the Condominium. The Association expressly disclaims and disavows any and all representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security systems, equipment or measures recommended, installed or undertaken within the Condominium.

34. **Amendments:** As with any house rules, situations may arise where temporary modifications or waivers are appropriate. The Board will consider any situations where exceptions seem appropriate upon written application by the affected Owner or Resident. The Rules and Regulations are an addendum to the Declaration and By-Laws and in no way are intended to conflict with same.

RP-2021-498280

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e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$58.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Tenesia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

**CERTIFICATE OF CORPORATE RESOLUTION OF
BOARD OF DIRECTORS
STONEY BROOK TOWNHOMES ASSOCIATION, INC.
POLICY RESOLUTION**

ASSESSMENT ACCELERATION

The undersigned Officer of **STONEY BROOK TOWNHOMES ASSOCIATION, INC.**, a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors of the Association held on August 17, 2021, with at least a majority of the Board of Directors being present, the following resolution was duly made and approved by the Board of Directors:

WHEREAS, pursuant to that certain "Condominium Declaration for STONEY BROOK TOWNHOMES CONDOMINIUM" recorded in Volume 34, Page 1 of the Condominium Records of Harris County, Texas, and any and all amendments thereto (the "Declaration"), the Association is responsible for the administration and operation of the Stoney Brook Townhomes Condominium (the "Property") and the restrictive covenants set forth therein; and

WHEREAS, by this resolution, the Board of Directors wishes to adopt an Assessment Acceleration Policy, and to provide disclosure of such policy to current and future owners of units at the Property as to same; and

WHEREAS, pursuant to Section 82.102(a) (13) of the Texas Property Code, the Association, acting by and through the Board of Directors, may adopt and amend rules regulating the collection of delinquent assessments and the application of payments; and

WHEREAS the Board of Directors is responsible for the collection of assessments and special assessments, when and if such assessments are deemed necessary, from each owner on a timely basis for the ongoing benefit and operation of the common elements.

WHEREAS the Board of Directors is of the opinion that it is necessary to adopt and enforce an equitable policy in regard to timely payment from each owner, and to promulgate the following Rules, Regulations and Policies concerning the collection of monthly assessments from each unit owner on a timely basis for the ongoing benefit and operation of the common elements;

NOW THEREFORE BE IT RESOLVED that the following policy be and is hereby adopted by the Board of Directors:

1. Any monthly assessment, or any portion thereof, due from an owner for more than 60 days shall be considered delinquent and the Association's attorney may be instructed to pursue all legal remedies for the collection of such funds including legal charges and late fees associated with such a collection process.

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- 2. Any owner that displays as reoccurring delinquent payment history shall be subject to an acceleration of the next twelve months of monthly assessments whereby the sum of the next twelve month's assessments will be currently due in accordance with Paragraph 23 of the Declaration. A reoccurring delinquent payment history is defined as any owner that has been referred to the Association's attorney in accordance with paragraph 1 more than twice in previous twenty-four (24) month period.

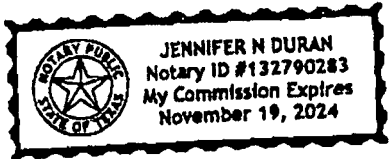
WITNESS MY HAND on this 17th day of September, 2021.

STONEY BROOK TOWNHOMES ASSOCIATION, INC., a Texas non-profit corporation

By: [Signature]
 (signature) Selmin Sipahi
 (name printed)
 Its: Board Secretary
 (title)

STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on this 17th day of September 2021, by Selmin Sipahi, Secretary of STONEY BROOK TOWNHOMES ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



[Signature]
 Notary Public - State of Texas

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e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$22.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

**CORPORATE CERTIFICATE
FOR
STONEY BROOK TOWNHOMES ASSOCIATION, INC.**

RESOLUTION OF THE BOARD OF DIRECTORS

REVOCATION AND RESCISSION OF (i) Assessment Collection Policy filed under County Clerk's File No. 20120005577; (ii) Rules and Regulations and Rules Enforcement (Fines) Policy filed under County Clerk's File No. 20130021650; and (iii) Rules and Regulations Regarding Leasing filed under County Clerk's File No. 20130269390; all in the Real Property Records of Harris County, Texas.

STONEY BROOK TOWNHOMES ASSOCIATION, INC., a Texas non-profit corporation (the "Association"), is the Association set forth and described in that certain "Condominium Declaration for Stoney Brook Townhomes" recorded in Volume 34, Page 1 of the Condominium Records of Harris County, Texas, Texas, together with all amendments thereto (said recorded documents and all exhibits and amendments thereto being referred to as the "Declaration").

The undersigned does hereby certify that at a duly called and held regular meeting of the Board of Directors of the Association, which was held on August 12, 2021, with a quorum present and attending, the Board of Directors of the Association adopted, approved, and confirmed the following Resolution revoking and rescinding: (i) that certain "Assessment Collection Policy" filed under County Clerk's File No. 20120005577 of the Real Property Records of Harris County, Texas; (ii) those certain "Rules and Regulations" and "Rules Enforcement (Fines) Policy" filed under County Clerk's File No. 20130021650 of the Real Property Records of Harris County, Texas; and (iii) that certain "Rules and Regulations Regarding Leasing" filed under County Clerk's File No. 20130269390 of the Real Property Records of Harris County, Texas, as follows:

RESOLUTION

WHEREAS, the Board of Directors, having considered all relevant factors, has deemed it necessary and desirable to revoke and rescind the policies, and/or rules described in this Resolution, to be effective as to events or occurrences arising or occurring from and after the Effective date of this Resolution;

NOW THEREFORE, upon the adoption of this Resolution, it is:

RESOLVED, that certain "Assessment Collection Policy" filed under County Clerk's File No. 20120005577 of the Real Property Records of Harris County, Texas is hereby revoked and rescinded.

FURTHER RESOLVED, that those certain "Rules and Regulations" and "Rules Enforcement (Fines) Policy" filed under County Clerk's File No. 20130021650 of the Real Property Records of Harris County, Texas are hereby revoked and rescinded.

FURTHER RESOLVED, that certain "Rules and Regulations Regarding Leasing" filed under County Clerk's File No. 20130269390 of the Real Property Records of Harris County, Texas, is hereby revoked and rescinded.

FURTHER RESOLVED, that the that the effective date ("Effective Date") of the foregoing action shall be the date that this Certificate is recorded in the Real Property Records of Harris County, Texas, as a dedicatory instrument in accordance with 202.006 of the Texas Property Code.

The undersigned has hereunto set his/her hand at Houston, Texas this 24th day of August, 2021 *HF*

STONEY BROOK TOWNHOMES ASSOCIATION, INC., a Texas non-profit corporation

By: *[Signature]*
(Signature)
Selma Sipahi
(Name printed)
Its: Secretary
(Title)

The State of Texas

County of Harris

This instrument was acknowledged before me on the 24th day of August, 2021, *HF*
by Selma Sipahi, Secretary of **STONEY BROOK TOWNHOMES ASSOCIATION, INC.**, a Texas non-profit corporation, on behalf of said corporation.



[Signature]
Notary Public in and for the State of Texas

RP-2021-545493

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THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS