534-32-0217

BRAES BEND HOMEOWNERS ASSOCIATION, INC.

RULES & REGULATIONS

JANUARY, 2000

(3)

Title Data TC 10.208.65.203 HA U590622.031

TABLE OF CONTENTS

SECTION ONE - AREA TELEPHONE LISTING

SECTION TWO - SERVICE AND UTILITY COMPANIES

SECTION THREE - PROPERTY MAINTENANCE AND IMPROVEMENT

1. Introduction
2. General
3. Assessments & Water Billings
4. General Provisions (Pets)
5. Signs
6. Families
7. Noise Pollution
8. Security Systems
9. Guests/Visitors
10. Vehicles
11. Residents
12. Health & Safety - Fire
13. Facilities - Swimming Pool
14. Leasing of Units
    1. A. Copy of Lease
       B. Application Form
       C. Information Hotline
    2. Approval of Renter/Sale
    3. Information Sheet (to be sent to Association)
15. Balconies/Patios/Windows
16. Enforcement of Rules and Regulations
17. Architectural Landscape
18. Trash Pickup

534-32-0219

SECTION ONE

A. AREA TELEPHONE LISTING

1.	Houston Police Department	713-222-3131
2.	Emergency (Ambulance, Fire, Police)	911
3.	Poison Control Center	713-654-1701
4.	Southwest Memorial Hospital (Beechnut at Southwest Fwy.) (Emergency Room)	713-776-5151
5.	Braeburn Storefront 8632 S. Braeswood	713-988-6976
6.	Southwest Sub Station 4503 Beechnut	713-666-8806

SECTION TWO

SERVICE AND UTILITY COMPANIES

A. Creative Management Company 713-772-4420

1. Maintenance Requests - Kelly Burkett, ext. 105
2. Gate Opener/Pedestrian Gate Key, Carport Space Assignment, & Gate Programming - Office Clerk
3. Accounts Receivable Information - Monique Donamaria, ext. 116
4. Property Supervisor - Robin Mayoski, ext. 112
5. President - Jeff Douglas, ext. 118

B. Telephone (New Service) 713-237-6211

C. Electricity - Electrical service is provided by Houston Lighting & Power. New service can be obtained by calling the H L & P office at 713-228-7800

SECTION THREE

PROPERTY MAINTENANCE AND IMPROVEMENT

1. INTRODUCTION

Purpose - The purpose of this pamphlet is to provide to the homeowners of the Homeowners Association, a set of guidelines

for maintenance and improvements of your home. These guidelines are a "plain language" interpretation of the Declaration Conditions and Restrictions, a copy of which every resident should have received at closing. This interpretation was compiled by members of the Association Board of Directors with the guidance of the Association's attorney.

2. GENERAL

A. Owner and/or leasing agent must provide leasees/tenants, and new buyers a copy of the Rules & Regulations upon leasees/tenants moving in. The lease should be written in a manner that your tenant agrees to abide by the Association's Legal Documents and Rules and Regulations.

B. Any common sidewalks, driveways, entrances, passageways and garden areas shall not be obstructed or used by any unit owner or tenant for any other purpose than entrance to and exit from the units.

C. Unit owners, members of their families, their guests, residents, tenants or leasees and their guests shall not use sidewalks, driveways, entrance, halls, passageways, garden areas, or unoccupied unit patios as play areas.

D. Association members shall exercise extreme care to minimize noise inside and outside units so as not to disturb other persons and shall in general be required to conduct themselves so as not to create a nuisance.

E. It shall be the individual responsibility of each homeowner, at his own expense, to provide, as he sees fit, homeowners liability insurance, theft and other insurance covering personal property damage.

F. No townhouse may be rented for transient, multiple family, or hotel purposes.

G. No business activities of any kind, except Association, shall be conducted in any building or upon any portion of the common area.

H. The Board shall bring legal proceedings against the homeowner, and/or tenant of any homeowner who becomes a nuisance.

I. No common storage areas shall be used to store personal property.

J. Emergency entrance to a unit will be by locksmith and management personnel at the expense of the owner.

3. ASSESSMENTS AND WATER BILLINGS

A. Effect of Non-payment of Assessments and Recourse Available to Association: Any assessments not paid within fifteen (15) days after the date shall bear a late charge of $10.00. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas, if any, or by abandonment of his lot.

B. The annual and special assessments, including special maintenance violation assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to his successors in title.

4. GENERAL PROVISIONS

The General Provisions provide rules and guidelines for the safe enjoyment and habitability for the residents of the Homeowners Association. It is incumbent upon all residents and homeowners to abide by these guidelines to ensure that the quality of life and property values are maintained in a manner suitable to the communities in which we live.

A. Animals & Pets

1. Pets must be leashed at all times when in the common areas or kept within the confines of the pet owner's unit. No animal may be housed on patios or allowed to defecate, bark or create a nuisance on the patios/balconies.

2. Unleashed animals will be turned over to Animal Control without warning or notice to the pet owner.

3. Walking areas are designated and pets must use these areas only. Designated areas are the Braes Bend and Creekbend sidewalk easement. If your pet has an accident within the property, pet owners must clean up after them.

4. No animal, except household pets, shall be kept or housed on the premises. Such pets may not be bred for any commercial purpose. No savage or dangerous

animal shall be kept or housed within the boundaries of the community. No farm animals are allowed on the premises.

5. Any Association member who causes an animal to be brought or kept upon the premises shall indemnify or hold harmless the Board for any loss, damage or liability which the Board may sustain as a result of the presence of such animal on the premises. THE ASSOCIATION SHALL NOT BE RESPONSIBLE FOR REPAIRS OR ANY AND ALL DAMAGE OR LOSS RESULTING FROM THE ACTS OF HIS ANIMAL WHILE KEPT UPON THE PREMISES.

6. If dogs, cats, or other household pets become 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, the Board of Directors.

7. Pets are limited to two (2) four-legged animals.

8. Pets must be licensed with the City of Houston and tagged with address, weight, and proof of rabies vaccination on such animal.

9. No food shall be placed outside a unit to feed any animal.

5. SIGNS

A. Signs, billboards, posters or other advertising devices shall not be erected or displayed to the public view on any home or common elements. This does include "For Sale" and "For Lease/Rent" signs. A $25.00 fine will be assessed to violators.

6. FAMILIES

A. Single family homes must be occupied by one single family only. Consisting of one or more persons related by blood, adoption or marriage, or no more than two (2) unrelated persons living and cooking together as a single housekeeping unit together with any household servants. No sub-lessors, renters or tenants may occupy the residence in conjunction with the primary owner or lessee. Individual family members of the same family may reside in one's home, such as parents, children, in-laws, nieces, nephews, grandchildren, etc., provided the property is capable of accommodating the total number of persons.

7. NOISE POLLUTION

A. Radios, televisions, record, disc, tape players, sound, voice and instrument amplifiers, and stereo systems should not create an annoyance for the neighboring community.

8. SECURITY SYSTEMS

A. Recommended for personal and property security. Alarms, sirens, horns, and the like may be installed inside the house or car to indicate intrusion. No horn or sounding device will be mounted on the outside of any edifice or in any location where the noise will be a nuisance to neighbors. Unlawful entry alarm while the owner is absent must be transmitted electronically to the police, sheriff, or security company depending on the type of system installed. Alarms should be registered with a permit to avoid fines from the Houston Police or Houston Fire Departments.

9. GUESTS/VISITORS

A. Owners and residents are solely responsible for their guests and visitors. It is their responsibility to ensure that their tenants and guests comply with all applicable Rules and Regulations.

10. VEHICLES

A. Vehicles such as RV's, boats, campers, go-carts, unlicensed and/or unregistered vehicles, semi-tractors and/or trailers, mobile homes, or off-road vehicles will not be permitted anywhere on the property. Effective June 30, 1993, any vehicle that has two or more axles and which identifies a name of a company for the purpose of advertising will not be allowed on the property, except in performing repairs for the Association and/or a resident. All commercial vehicles will be towed from the property before 7:00 a.m. and after 7:00 p.m. The only exception would be a commercial passenger windowed van, but it must be parked in the carport.

B. The carport areas shall not be used for parking or storing boats, canoes, trailers, camping units, any inoperative vehicles or anything unsightly.

C. All allowable vehicles parked in common parking areas must be drivable, have no flat tires, and exhibit current license plates and inspection stickers.

D. Motorcycles, motorbikes, motorscooters, or other similar vehicles shall be operated on the property for the purpose of transportation only.

E. 1) Parking is limited. 2) Each homeowner is allotted one designated carport space for his exclusive use.

F. No one may park in or block the entrance to another homeowner's designated carport area. The resident may call the towing company and sign for removal of any vehicle parked in his designated space.

G. Vehicles may be mechanically maintained in each Association member's parking area, but not in common parking area. All work areas must be kept clean, and vehicles may not be put up on blocks. Adding of motor oil, brake fluid or automatic transmission fluid, replacing of battery, changing of flat tire, changing of spark plugs, or other minor repairs only may be made to such vehicles. Washing of vehicles may be done only in owner's carport.

H. Operators of allowable vehicles, when driving within the boundaries of the community, must observe posted speed limits. The posted speed limit within the community is 10 MPH.

I. Designated "NO PARKING" areas and "TOW AWAY" areas are subject to automatic towing. These are fire lanes, and parking is prohibited per the Fire Department.

11. RESIDENTS

A. Total occupancy of each unit, shall be no more than four (4) occupants in a two-bedroom unit as per real estate law.

B. No bicycles, tricycles, skates, skateboards, tennis balls, footballs, soccer balls, volleyballs, vehicles, or other improper objects will be permitted in the common areas, on walkways, or in the mailbox area.

C. Climbing on fence, the roofs of buildings, or carports is prohibited.

D. Vandalism or other illegal activities by anyone, including children, teenagers, and young adults is an increasingly costly item. As a result, all Association members who are parents and/or act as guardians for resident or visiting children, teenagers, or young adults, will be held responsible for such activities. Adults will be held responsible for their own actions.

E. Any child, teenager, or young adult involved in an act of vandalism who refuses to divulge his name and address will be turned over to juvenile authorities of the Houston Police Department.

F. Small children are not allowed to roam the common areas unattended, and after dark are especially prohibited from all common areas unless accompanied by an adult.

G. Any tenant or Association member who neglects to supervise or properly attend his minor child shall indemnify and hold harmless the Board for any and all damages or injuries sustained by said minor child.

H. "Automatic Fines" will be assessed for under age, unsupervised children found inside the swimming pool area or playing in the driveways.

I. The Board of Directors reserves the right to summarily evict any tenant pursuant to the By-Laws, should that tenant violate any Rules and Regulations of Articles of the Declaration and the By-Laws, or should said tenant become a nuisance.

J. No fire alarms of any kind shall be discharged at any time on the property, unless protecting the property of an owner.

K. No drinking of alcoholic beverages is allowed in common courtyards, garden areas, walkways, sidewalks, driveways, entrances, carports, parking areas, pool areas or unoccupied unit patios.

L. The carport area will not be used as a play area.

M. Garage sales of any kind will not be permitted at the property, either in the residence or on common property.

12. HEALTH & SAFETY - FIRE

A. Houston Fire Codes:

1. 17.103 - "No person shall place, store, or keep or permit to be placed, stored, or kept any materials, the presence of burning of which would obstruct or render hazardous an exit." This code applies to motorcycles which must be parked in the parking areas, NOT in patio or courtyard areas.

B. Grills may be used only on patios deep enough to meet Houston City Fire Codes, which requires a minimum of ten (10) feet from the dwelling unit and storage unit, and must not be used under the roof overhanging.

C. Fireworks are expressly prohibited and violators will be prosecuted.

D. It is expressly forbidden to park vehicles in "NO PARKING" zones which have been set aside as emergency fire lanes. Such vehicles will be towed at the owner's expense.

13. FACILITIES - SWIMMING POOL

A. The pool will be open at certain times and hours as determined by the Board, and such times will be posted at the pool.

B. Only regulation swimwear is allowed in the pool itself. Cut-offs, shorts, and other outerwear will not be allowed.

C. There shall be no domination of the common area pools and surrounding areas by any one group to the exclusion of others without the advance written consent of the Board of Directors.

D. The Board reserves the right to limit the number of guests allowed, should it become necessary to do so.

E. Only plastic containers will be permitted within the enclosed pool area.

F. Running, excessive noise, radios, or disorderly, annoying, or improper conduct will not be permitted while using any facility.

G. <u>THERE IS NEVER A LIFEGUARD ON DUTY -- SAFETY IS THE SOLE RESPONSIBILITY OF THE PERSON UTILIZING THE POOL</u>.

H. No bicycles, tricycles, skates, skateboards, tennis balls, footballs, soccer balls, volleyballs, softballs, baseballs, hard rubber balls, oversize floats, or other improper objects will be permitted within the pool area.

I. Playing with pool furniture, water faucet, water hose, filter trap cover, life preserver, etc., in or near the pool area is strictly prohibited.

J. ABSOLUTELY NO PETS ARE ALLOWED IN THE POOL AREA.

K. CHILDREN 12 YEARS OR UNDER MUST BE ACCOMPANIED BY AN ADULT AT ALL TIMES IN THE POOL AREA. An automatic fine will be assessed for non-compliance.

L. There will be no cooking or eating of food at or around the pool area.

M. Violators of these rules will be subject to fines for any damage caused and may have pool privileges suspended.

14. LEASING OF UNITS

A. The Association strongly recommends Credit Bureau checks be made for prospective lessees. Criminal check can be made by contacting the Harris County Clerk's Office, Criminal Records Division, at 755-5734. They will need the prospective lessee's name, birthdate, social security number and Texas driver's license number.

B. Owners are responsible for the actions of their tenants. Any owner leasing a unit shall not be relieved of any obligation under Association By-Laws, Declaration or Rules and Regulations.

C. All leases shall be written, with a copy provided to the Association's managing agent prior to occupancy of the unit. Violators will be fined.

D. Owners and tenants are responsible for ensuring the Association's managing agent has on file the correct names of tenants and their phone numbers.

E. All units are single family dwellings. Units may be initially leased for a term not less than twelve (12) months. Renewal leases are permitted for shorter periods.

F. Rental rates charged should correspond to market rates for comparable units being rented in the area.

G. The lease shall stipulate that a maximum of two (2) occupants per bedroom are permitted.

H. Units shall not be leased or otherwise used for transient or hotel purposes, and nothing less than an entire unit may be leased.

I. The lease shall require the lessee to obey the terms and conditions of the Declaration, By-Laws, and the Rules and Regulations of the Association, copies of which owners are required to provide to their tenants. Failure to comply with the terms of such instruments shall be a default under the lease.

J. The managing agent and the Board will only deal with the owner of the unit, rather than the tenant(s).

K. Signs in windows are prohibited per the legal documents.

L. Gate openers, pedestrian gate keys and legal documents may be purchased at the offices of Creative Management Company. Please contact the Office Clerk at 713-772-4420.

M. Gate programming must be done at the offices of Creative Management Company by the clerk handling your property. A form must be completed prior to programming the gate. This form provides day and night telephone numbers, vehicle information and emergency contact numbers for our records.

15. BALCONIES/PATIOS/WINDOWS

A. All windows shall have proper window neutral venetians which does not detract from the general appearance of the complex. No foil, newspaper, sheets, etc. shall be placed in any window or door.

B. It is prohibited to hang clothes, towels, rugs, bedding, or items of similar nature on the balconies or the patios.

C. Owners may place upon their patios and balconies furniture and such decorative items as owner may deem desirable; provided, however, that such decorative items do not detract from the general appearance of the complex and cannot be seen above the fence. Per the Declaration, Section 4.4, no hanging baskets are allowed whatsoever.

D. Broken windows are the responsibility of the owner or resident and must be replaced immediately.

E. Window fans and window air conditioner units are prohibited.

F. Balcony plants must not be placed unsecured on ledges or railings.

G. Pets may not be housed on patios or balconies.

16. ENFORCEMENT OF RULES AND REGULATIONS

A. After reasonable notification is given, non-compliance or repeated offenses of these Rules and Regulations may result in a penalty/fine to the

owner of up to $100.00 per violation, as levied by the Board.

17. ARCHITECTURAL LANDSCAPE

A. All specifications for any exterior renovation submitted to the Board for approval prior to such work beginning.

B. Landscaping of common areas including front of unit must be approved by the Board prior to being done.

18. TRASH PICK-UP

A. Trash must be tightly secured in plastic bags and placed on the sidewalk to avoid conflict with the lawn service. Do not place trash on shrubs, grass, or in shrubbery beds.

B. Trash must be placed outside before 8:00 a.m. Monday through Saturday. **Do not place trash outside on Sunday or after 8:00 a.m. on any day**, or you will be subject to a clean up charge and a fine if animals get into the trash bags and create an unsightly, unsanitary mess.

534-32-0230

BRAES BEND HOMEOWNERS ASSOCIATION, INC.
CORPORATION RESOLUTION

WHEREAS, There is a need for a uniform collection policy for Braes Bend Homeowners Association, Inc..

AND WHEREAS, The Board of Directors of Braes Bend Homeowners Association, Inc. wishes to make this collection policy a matter of record,

NOW, THEREFORE, BE IT RESOLVED, That the Board of Directors on behalf of Braes Bend Homeowners Association, Inc. sets collection policy as follows:

Any and all payments that are received either by the office of Creative Property Management Co. or by the lockbox of the Association's banking institution be applied as follows;

> Funds will first pay late fees, violation fines, attorney fees, damages/repair costs, and/or any other costs, with the exception of maintenance fees, that may be due on an account at the time payment is received. The remaining balance of funds will then be applied to any maintenance assessment that is currently due on an account.

DATED, this 9th day of November, 1994

Kellie J. Morrison

Linda C. [illegible]

Ulysses Fogg Jr.

(4)

40

534-32-0231

BRAES BEND HOMEOWNERS ASSOCIATION, INC.
CORPORATION RESOLUTION

Cable Termination

WHEREAS, there is a need for Braes Bend Homeowners Association, Inc. to decrease the amount of delinquent assessments of the Association and collect the maintenance fee in the month that it is billed;

AND WHEREAS, the Board of Directors of Braes Bend Homeowners Association, Inc. wishes to make this cable termination policy a matter of record,

AND WHEREAS, the Board of Directors are granted the right and power to terminate cable service for non-payment of the monthly maintenance assessment;

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors on behalf of Braes Bend Homeowners Association, Inc. sets the policy as follows:

All assessments are due on the first (1st) day of each month; any assessment not paid by the fifteenth (15th) day of each month will incur a late penalty of $10.00; further, if the assessment is not paid by the twenty-fifth (25th) day of each month the cable service to said unit will be terminated;

A $50.00 fee will be charged to each account when a request is made to the cable company to have cable service terminated;

Cable service will not be restored until the account is paid in full by cashier's check or money order; payment must include all assessments, late fees and collection fees due on the account at the time cable service is requested to be restored.

It may take seven (7) to ten (10) days for cable service to be restored once payment in full is received.

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.

DATED, this 11th day of February, 1997.

Ulysses Fogg

(5)

21

Title Data TC 10.208.65.203 HA U590622.045

534-32-0232

FILED

2000 AUG 29 AM 10: 29

COUNTY CLERK
HARRIS TEXAS

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

AUG 2 9 2000

COUNTY CLERK
HARRIS COUNTY TEXAS

Title Data TC 10.208.65.203 HA U590622.046