

## Rules for Braeburn Terrace Owners Association, Inc.

### 1. Pool Rules

- A. Swim at your own risk - no lifeguard on duty.
- B. No diving.
- C. Children under twelve (12) must be accompanied by an adult.
- D. No glass containers, china objects or other breakable objects in the pool area.
- E. Running and horseplay prohibited.
- F. No pets in or around the pool.
- G. Pool use limited to residents and accompanied guests.
- H. Regular swimming attire is required.
- I. Pool hours are as follows:  
Sunday - Saturday 9:00 A.M. - 9:00 P.M.
- J. More than eight people parties must give the Association three (3) days advance notice. Only one party of more than eight people will be allowed to use the pool at a time.

2. Homeowners and residents are responsible for their visitors at all times at the pool and everywhere else on the Association's premises.

### 3. Gate

- A. All visitors must always use gate phone to enter the property.
- B. For safety reasons no one shall be permitted to:
  - 1. Enter through the Exit Gate.
  - 2. Drive around a car while they are entering their gate card.
  - 3. Block the entry and exit way including parking vehicles off to either side of the entry and exit way.
  - 4. Entryway by the mailbox must not be blocked at any time. You will be held responsible if any person(s) are injured or a vehicle is damaged.
- C. Anyone seen forcing the gate open by hand or car will be subject to fine or eviction.
- D. The pedestrian gate code must not be given out to anyone under any circumstances.
- E. Any owner or resident who breaks or damages the gate will be responsible for the cost of the related repairs.

4. No Littering by residents or homeowners. All garbage is to be placed in the designated common trash receptacles.

5. No Loud Stereos or loud noises at any time. Stereos are to be turned off by: 10:00 P.M. Sunday - Thursday and 11:00 P.M. Friday - Saturday.

6. No Signs or other advertising devices which are visible from the exterior of any unit or upon the Common Elements shall be displayed, including "For Sale" or "For Lease" signs without written permission from the Association.

7. **Nuisance** - No immoral, improper, unlawful or offensive activity shall be carried on in any unit or upon the Common elements, nor shall anything be done which may or become an annoyance or nuisance to the Owners or Residents.

No Owner or resident shall do or permit anything to be done or keep or permit to be kept in his unit or on the Common Elements anything that will increase the rate of insurance on the Condominium Project.

8. No Owner or resident shall store any dangerously explosive or inflammable liquids or other materials either in his unit or upon the Common Elements.

9. **Structural Alteration(s) or Modifications:**

No Owner or resident shall make alterations or modifications to his unit or to any of the Common Elements, including the erection of antenna, aerals, awnings, the placement of any reflective or other material in the windows of the Unit (other than uniform window coverings approved by the Board of Directors) or other exterior attachments without the written approval of the Association. The Association shall have the right to authorize any and all structural alteration or modifications, provided however, the Association shall not approve any alterations, decorations or modifications which would jeopardize or impair the soundness, safety or appearance of the Condominium project and such alterations shall not affect the percentage of value assigned to each Unit Owner.

10. **Balconies**

- A. City Fire Code: **No Barbecuing within 10' of a building shall be permitted.**  
B. Anything considered unsightly such as hanging clothes out to dry is prohibited.

11. **Parking**

- A. All homeowners and residents must park in their assigned spaces because all Covered Parking Spaces are Reserved. Visitors must park in the Common Parking Area.  
B. Vehicles not in operating condition shall not be parked upon the premises of the Condominium Project or it will be towed at your expense. Vehicles not moved for more than seven days shall be deemed inoperable. The Common Parking area is not a storage area. No parking space shall be converted for Living, Recreational or Business purposes, nor shall anything be stored in any parking space so as to prevent the parking of a vehicle therein.  
C. No parking is allowed in the Fire Zone. Any parking in the fire zone or in the designated handicapped spaces are subject to immediate towing.  
D. You are to drive no more than 15 m.p.h. through the parking lot.  
E. If any vehicle is improperly parked, it may be towed at the owner's expense.

12. **Right to Lease**

- A. No Unit Owner shall be permitted to lease his unit for transient or hotel purposes, which is a period less than thirty (30) days.  
B. No Unit Owner may lease less than the entire unit.  
C. All lease agreements shall be in writing and shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and the By-Laws, and that any failure by the Lessee to comply with the terms of such documents shall be a default under the lease.

13. Use Restrictions

No Unit in the Condominium Project shall be used for other than single-family residence purposes so long as there are no more than two individual co-tenants and the Common Elements shall be used only for purposes consistent with the use of single-family residence.

14. Pets

No animals shall be kept except household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No more than one household pet may be kept without written permission of the Board of Directors of the Association which shall not be unreasonably withheld. No pets may be permitted to run loose upon the Common Elements, and any owner or Resident who causes any animal to be brought or kept upon the premises of the Condominium Project shall indemnify and hold harmless the Association for any loss it may sustain or which may be claimed against the Association as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefore. Notwithstanding violation of this provision, (i) ten (10) days prior written notice to the Owner or Resident of such pet(s), and (ii) an opportunity for such Owner or Resident to have a hearing before the Board of Directors, such pet(s) may be taken from such Owner or Resident and given to Society for the Prevention of Cruelty to Animals of Harris County, Texas.

15. Use of Common Elements

The Common Elements shall not be used for storage of supplies, personal property, trash receptacles, storage buildings or other similar structures which may from time to time be placed upon the Common Elements at the discretion of the Board of Directors of the Association, nor shall the Common Elements be used in any way for the drying, shaking or airing of clothing or other items. Stairs, entrances, sidewalks, yards, driveways and parking areas shall not be obstructed in any way nor shall unauthorized persons or pets play therein or thereon or use such areas for other than their intended purposes. In general, no activities shall be conducted nor condition maintained by any Owner or Resident either in his Unit or upon the Common Elements which despoils the appearance of the Condominium Project. No private gardening, vegetation or watering is allowed in the Association's Common Elements.

16. Maintenance

Each Owner and Resident shall maintain his Unit and any Limited common elements appurtenant thereto in a clean, safe and sanitary condition. Each Owner and Resident shall also use due care to avoid damaging any of the Common Elements, including, but not limited to, the central air conditioning and heating, telephone, water, gas, plumbing, power or other utility systems throughout the Condominium Project. Each Owner and Resident shall be responsible for his negligence or misuse of any of the Common Elements or of his own facilities resulting in damage to the Common Elements.

17. Rules and Regulations

Non-discriminatory regulations concerning the use of the Condominium Project shall be promulgated for time to time by the Board of Directors of the Association and such regulations, and subsequent regulations duly adopted from time to time, shall be binding on all Owners and Residents of the Association unless duly amended by a majority of the percentage of value assigned to the Owners.

18. Unit and Limited Common Elements

An Owner shall maintain and keep in repair the interior of his own Unit, including the fixtures thereof. All fixtures and equipment, with the heating and air conditioning system, installed within the Unit, commencing at a point where the utility lines, pipes, wires, conduits or systems (which for brevity are hereafter referred to as "utilities") enter the Unit shall be maintained and kept in repair by the Owner thereof. Without limitation on the generality of the foregoing, and Owner shall maintain and keep in good repair (and replace, if so required) the air conditioning compressor, hot water heater units, fans, duct work, heating unit and cooling coils, utilized in and for his Unit; as well as all other fixtures situated within or installed into the Limited Common Elements appurtenant to such Unit; and a Owner shall be obliged to promptly repair and replace any broken or cracked windows. The Owner's obligation to maintain and repair as set forth therein shall also extend to any damage caused by Owner's guests, tenants and invitees. Should an Owner fail to maintain or repair the Limited Common Elements within his Unit, then the Association shall have the right to perform such maintenance and repair as it deems reasonable necessary for the benefit of the Association, and the costs thereof shall become a Special Assessment against such Unit.

19. All Owners and Residents are responsible for their visitors, residents or invitees at all times and will be held responsible for any actions of these parties which violate the rules of Braeburn Terrace Owners Association, Inc.

20. Special Assessments

The schedule of special assessment for Braeburn Terrace Owners Association, Inc. shall be as follows:

First offense notice -	\$ 0
Second offense notice -	\$100
Third offense notice -	\$200
Fourth offense notice -	\$300

Due to the seriousness of danger of barbecuing on patios, the Board of Directors has the right to immediately assess the Owner without any notice. Not only is this against the Rules and Regulations, it is also against the City Fire Code, which states that barbecuing is prohibited within ten (10') feet of any structure. If found in violation, the offender could receive a citation from the City Fire Marshall in the amount of \$250 to \$1000. To report barbecuing on patios/balconies or within ten feet of any structure, please call the City Fire Marshall's office at 713-222-7643 or the City Fire Inspector's office at 713-247-2269.

The Board of Directors of Braeburn Terrace Owners Association, Inc. shall be permitted to make a special assessment for violations of these rules and regulations and/or Declaration of Condominium Regime. Payment of fines must be made within ten (10) days of notification of such special assessment. If the special assessment is not paid within such time period then the special assessment will bear interest at fifteen percent (15%) per annum.

For a first offense the Board of Directors shall provide notice.

For a second offense the Board of Directors shall provide notice and levy special assessment of \$100.