

RULES, REGULATIONS & POLICIES BERINGWOOD ASSOCIATION, INC.

Property Address:

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

c/o:

Creative Management Company
8323 Southwest Freeway #330
Houston, TX 77074
(713) 772-4420

December 21, 2007

To: BERINGWOOD OWNERS:

In keeping with the Association's goal to maintain the mutual use and enjoyment of living at Beringwood Condominiums for all owners and residents, the Rules and Regulations have been revisited and rewritten to be clearer to all. The Board of Directors will be voting to approve the attached Rules, Regulations & Policies at their next meeting, which is scheduled for Wednesday, January 9, 2008 at 12:00 Noon in the clubhouse.

If you have any comments regarding the attached proposed rules, please submit them in writing to Creative Management Company by 5:00 p.m. on January 7, 2008. Owners are always welcome to attend any Board meeting.

Should the Rules be approved, the Regulations and Policies will become effective on February 1, 2008 and will be applicable to all owners, tenants, families and guests. All owners are responsible for the instruction and supervision of their children, tenant(s) and/or guests as to the provisions of all the Rules, Regulations and Policies, By-Laws and Declaration, and owners must provide a copy of these documents to their tenant(s).

Beringwood Condominiums, Inc. is a Condominium Regime established by a Condominium Declaration filed of record in the Condominium Records of Harris County, Texas. These Rules are made pursuant to the authority granted by the Condominium Declaration and pursuant to the authority granted to the Board of Directors in Section 82.101(a), (6) and (7) of the Texas Uniform Condominium Act.

**FIRST SUPPLEMENTAL
NOTICE OF DEDICATORY INSTRUMENTS
FOR
BERINGWOOD ASSOCIATION, INC.**

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Notice
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STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The undersigned, being the authorized representative of Beringwood Association, Inc., a property owner's association as defined in Section 202.001 of the Texas Property Code (the "Association"), hereby supplements the "Notice of Dedicatory Instruments for Beringwood Association, Inc." ("Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on April 14, 2000 under Clerk's File No. U335049, which Notice was filed for record for the purpose of complying with Section 202.006 of the Texas Property Code.

1. Additional Dedicatory Instruments. In addition to the Dedicatory Instruments identified in the Notice, the following document is a Dedicatory Instrument governing the Association:
 - a. Rules, Regulations & Policies – Beringwood Association, Inc. (which supersede the Rules and Regulations identified in and recorded with the Notice)

see

This First Supplemental Notice is being recorded in the Official Public Records of Real Property of Harris County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this First Supplemental Notice is true and correct.

Rick S. Butler

Rick S. Butler, authorized representative of
Beringwood Association, Inc.


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RP 054-08-1130

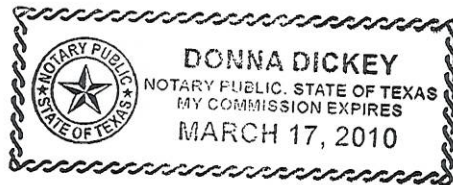
THE STATE OF TEXAS §
 §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared Rick S. Butler, authorized representative of Beringwood Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 11th day of February, 2008, to certify which witness my hand and official seal.



Notary Public in and for the State of Texas



Return to:

Mr. Rick S. Butler
Butler & Hailey, P.C.
1616 South Voss Road, Suite 500
Houston, Texas 77057



PP 054-08-1131

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REVISIONS

DEFINITIONS OF TERMS USED THROUGHOUT THIS DOCUMENT

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

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

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

Unit: A specific dwelling within the Beringwood Condominium Property.

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

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

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

ARCHITECTURAL CONTROL

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

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

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

2. **Window Screens:** Each window in a unit must have an aluminum-colored screen; it is the responsibility of the owner of the unit to assure that each window screen is maintained in an appropriate, attractive condition.

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

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

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

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

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

- a. Place or hang an object in, on, from or above any window, interior window sill, landing, balcony, exterior side patio fence or patio, nor place decorations on exterior walls, windows or doors – or in, on or from the Common Elements.
- b. Hang, shake or otherwise display linens, clothing, towels, rugs, shoes, mops, bedding or other similar items from windows, doors, stairwell landings, balconies, patios or passageways.
- c. Erect or install exterior horns, speakers, or cause anything to protrude through an exterior wall or roof.

6. **Doors, Gates and Hardware:** Each owner, at his or her sole cost and expense, must maintain, repair and replace any damaged exterior door (entry, storage or storm) and hardware for his or her unit. Any such repair or replacement shall be in accordance with the architectural standards of the Association; i.e., entry and storage room doors shall be a color specified as prevalent throughout the complex.

- a. Door Standards:

Entry door: 6-Panel Door

Storage door: Plain Door

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

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

b. Door Colors:

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

c. Hardware Standards:

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

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

7. Trees inside patios:

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

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

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

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

11. Air conditioning Units: Air conditioning condensers shall be purchased and installed in such a manner as to not be visible from the ground area. Should the unit be visible from the ground, the installation will be required to be remediated with screening, painting or other

manner to make the unit less visible. The Board of Directors should be consulted prior to installing any unit that is exposed above the air conditioning parapet.

12. **Interior alterations:** Any owner may paint, repaint, paper or otherwise furnish or decorate any interior surfaces of walls, partitions, ceilings, or floors within his or her Unit. Prior to installing hard surface flooring in an upstairs unit -- such as wood or tile -- the proposed flooring materials and installation specifications must be approved by the Board of Directors. The intent of this Rule is to keep the noise level at a minimum for a downstairs unit.

CLUBHOUSE

1. Only owners and leasing residents may reserve the Clubhouse and, the particular owner or leasing resident reserving the Clubhouse, must be present during all times of a party or meeting held at the Clubhouse.
2. The owner or leasing tenant reserving the Clubhouse is liable for all damages, losses, clean-up expenses and miscellaneous costs to the Clubhouse, the pool, the pool area and any other Beringwood property. The person renting the clubhouse must provide a description of the function; the Association has the authority to refuse to rent the Clubhouse.
3. The reservation for the Clubhouse is for the CLUBHOUSE ONLY and does NOT INCLUDE the POOL, the POOL AREA, or ANY OTHER COMMON ELEMENTS of Beringwood.
4. The maximum number of persons allowed in the Clubhouse is fifty (50), which includes the host.
5. Reservations for the Clubhouse are accepted up to two (2) months in advance, and such reservations are made through the Managing Agent of the Association, or such other person designated by the Managing Agent to receive reservations. At the time of reserving the Clubhouse, the owner or leasing resident making the reservation must pay the Clubhouse fee and deposit.
6. The Clubhouse fee is \$50.00 per day (this fee is subject to change) and is to be paid in advance to the Association. If the Clubhouse is not utilized as reserved, the Clubhouse fee will be refunded so long as the Managing Agent is given at least seven (7) days notice of cancellation, otherwise the fee will be retained.
7. A Clubhouse deposit of \$100.00 must be paid in advance to the Association for reimbursement to the Association should there be any damage to the Clubhouse, the pool, the pool area or any other Beringwood property, or for unusually high clean-up expenses, or any other violation of the Clubhouse rules. Under no circumstances shall these Rules be construed to limit the liability of the person who rents the Clubhouse for a private function to the amount of the deposit. The person who rents the Clubhouse for a private function shall be liable for all damage to the Clubhouse in excess of the amount of the deposit which occurs during that person's use of the Clubhouse. The Clubhouse deposit may be paid by check, so long as it is paid at least seven (7) days in advance of the reservation date. The Clubhouse deposit must be paid in cash, or cash equivalent, if paid within seven (7) days of the Clubhouse reservation date.
8. The Clubhouse must be cleaned and ready for inspection by 12:00 Noon of the day following its use. If the clean-up is done after closing time, it must be accomplished quietly so as to not disturb other Beringwood residents.
9. No owner or leasing resident will be permitted to reserve the Clubhouse unless they are a member in good standing of the Association, are not delinquent on any obligation to the Association, and are not in violation of any of the Rules and Regulations of the Association.

10. Each owner and leasing agent reserving the Clubhouse is responsible for ensuring that all guests on the premises abide by all the Rules and Regulations of Beringwood Association.
11. The Board of Directors reserves the right to change the Clubhouse fees without prior notice.
12. If alcohol is served during the function, an off-duty police officer must be on premise at all times.
13. A representative of the Association will have the right to go to the Clubhouse at any time during the function.

COMMON AREA USE

1. **Personal Property:** No articles of personal property -- except as listed below -- may be placed on, in, or hung on or from any Common Elements or Limited Common Elements (landings, balconies, patios, (exterior side) patio fences and ledges, railings, windows or other property facades).
 - a. The following items are specifically prohibited: awnings – bathing suits – bird feeders -BBQ pits – decorative wall hangings (such as stained glass artwork) – excessive potted plants – hanging baskets – flags – garments – pet gates (or the likes of which block off balconies) – propane tanks – rugs – signs – towels – plants on patio fences – stored or stacked chairs. This list is not inclusive, but meant to be indicative.
 - b. Permitted in or on balconies and patios are: two (2) earth-tone chairs, one (1) earth-tone table, and a maximum of ten (10) potted plants.
 - c. Prohibited on stairwell landings and patio fences & ledges are items of personal property including, without limitation, potted plants.
2. **Barbeque Grills:** All grills at Beringwood should have an Underwriters Laboratories, Inc. (UL) label and should be operated according to the manufacturer's recommendations. The City of Houston Fire Code Life Safety Bureau (LSB) Standard 16 sec 3.5 states: "Portable barbeque pits, charcoal grills and other open-flame cooking devices outside of a building shall not be operated on combustible balconies or located within ten feet (10') of combustible walls or roofs or other combustible materials." That means propane, as well as charcoal grills, cannot be used on the vast majority of the Beringwood property. An alternate is an electric grill. Even though electric grills are permitted on the condominium property, they shall not be stored anywhere outside (in or on any Common Elements including landings, sidewalks, balconies and patio areas). All violators should first be reported to the Houston Fire Department, then to the Management Company.
3. **No Alterations Permitted:** No owner, resident or other occupant of any unit shall concede or make alterations, modifications, improvements, or other work -- nor add awnings, patio covers, umbrellas or other devices to the walls and the common elements of a condominium unit -- or to move or remove or add to any planting, structure, fences, furnishings or other equipment or object appurtenant to the condominium property. This includes vents and plumbing for washers and dryers.

A person who makes alterations or additions to the common elements in violation of these Rules shall be liable for all costs incurred by the Association to restore the common elements to their prior condition.
4. **Passageway Restrictions:** Running, climbing, bicycling, skateboarding or playing games or otherwise in, on or about the sidewalks, driveways, entrances, passageways, covered parking structures, flower beds, shrubs, trees, or other unpaved areas is strictly prohibited. All sidewalks,

manner to make the unit less visible. The Board of Directors should be consulted prior to installing any unit that is exposed above the air conditioning parapet.

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

A person who makes alterations or additions to the common elements in violation of these Rules shall be liable for all costs incurred by the Association to restore the common elements to their prior condition.
4. **Passageway Restrictions:** Running, climbing, bicycling, skateboarding or playing games or otherwise in, on or about the sidewalks, driveways, entrances, passageways, covered parking structures, flower beds, shrubs, trees, or other unpaved areas is strictly prohibited. All sidewalks,

driveways, entrances and passageways are only to be used for the purpose of ingress and egress. Nothing in this paragraph shall prohibit riding bicycles as one leaves or enters the property.

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

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

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

CONDOMINIUM USE

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

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

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

3. Noise Control: No noise or any conduct annoying or disturbing to the occupants of any building is permitted at any time -- including operation of noisy appliances (televisions, all musical components, etc.). Motor vehicles shall be operated in a quiet and respectful manner. If the disturbance can be heard from the outside of the unit, it is not permitted. The use of firearms, firecrackers or fireworks is expressly prohibited within or from the unit.

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

5. Water beds: Not permitted.

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

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

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

LEASING & OCCUPANCY STANDARDS

1. All owners are responsible for the instruction and supervision of their tenant(s), guests and/or children as to the provisions of all Beringwood Rules, Regulations & Policies; By-Laws; and Declaration.
2. All owners must provide a copy of Beringwood's Rules, Regulations & Policies; By-Laws; and Declaration to their leasing tenant(s).
3. All owners must ensure that tenant(s) are informed that no unit shall be used in any way that:
 - a. may reasonably be considered annoying to the occupants of neighboring units;
 - b. may be calculated to reduce the desirability of the Condominium as a residential community;
 - c. may endanger the health or safety of other residents; or;
 - d. may violate any law or any provision of the Condominium Documents.
4. A unit may be occupied by no more than two (2) adults per bedroom unless higher occupancy is permitted by public agencies that enforce compliance with the family status protection of the Fair Housing Act. These are the Rules and Regulations of the Federal Government.
5. A minimum lease period of six (6) months is required.
6. The owner who leases his/her unit shall provide the Association the name and telephone number of the tenant, and the name and telephone number of the Managing Agent, if applicable, per Section 82.144 of the Texas Uniform Condominium Act.

PARKING

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

7. Automobile repairs, including changing of fluids, is not permitted in any common areas or carports.
8. Vehicles may not be washed on the property.
- ✓ 9. No boats, trailers, campers, recreational vehicles, oversized vans or buses, commercial vehicles or any other unacceptable or undesirable vehicles shall be parked on the property except for loading or unloading. No vehicles are to be stored on the property. Inoperative vehicles shall not be stored in the common elements or carports (assigned or leased spaces). Motorcycles may be parked only in the designated parking space of the respective owner(s) or residents.
10. Moving vans over 13,000 pounds and three (3) axles are prohibited on the property, and must park on the street. They may either be unloaded to a smaller vehicle (for entry on the property), or contents must be unloaded directly from the original moving van and carried onto the property.
11. Carport areas are to be kept free of all debris and storage of any objects. A vehicle is deemed to be inoperative if it has a flat tire or is on a block or jack, it is covered by a tarp, the vehicle does not display all required current permits and licenses, or it is otherwise incapable of being legally operated on a public street.
12. The Association reserves the right to have any motorized vehicle parked in unauthorized areas towed at the owner expense.

PETS

1. **Subject to Rules:** A resident may not keep or permit a pet or animal of any kind, at any time, except as permitted by these Rules and the Condominium Documents.
2. **Permitted Pets:** Each unit shall be limited to two (2) pets, exclusive of a bird kept in a cage inside a unit and fish maintained in an aquarium. All animals kept within the Condominium may not be kept or bred for any commercial purpose and shall have the care and restraint so as not to be obnoxious or offensive on account of noise, odor on unsanitary condition. Permitted house pets also include specially trained animals that serve as physical aids to handicapped residents, regardless of the animal's size or type.
All existing pets at the time these rules are effective will be "grandfathered." Once a "grandfathered" pet dies or leaves the premises, it may not be replaced. To have your pets "grandfathered," submit a request in writing to Beringwood Association's Management Company within one (1) month of the effective date of these Rules to register (name, type of pet, breed, weight, photo, etc.) those pets for the record.
3. **Prohibited Animals:** No resident may keep a dangerous or exotic animal, such as a pit bull terrier, a trained attack dog, or any other animal deemed by the Association to be a potential threat to the well-being of people or other animals. No animal or house pet may be kept, bred or maintained for a commercial purpose.
4. **Indoors/Outdoors:** A permitted pet must be maintained inside the unit, and may not be kept on balconies or patios. However, a pet may be kept in the limited common area on downstairs units (the fenced-in area commonly called a patio) so long as it is temporary in nature, is completely fenced and a person is in close attendance (at least within the unit). No pet shall be fed on or from a balcony or patio. No pet is allowed on General Common Elements unless carried or leashed; such leash shall not exceed ten (10) feet. The pet must be under the control of a responsible person at all times. No pet may be leashed, tied or tethered to any stationary object on the Common Elements.

5. **Disturbance:** Pets shall be kept in a manner that does not disturb another resident's rest or peaceful enjoyment of his or her unit or the Common Elements. No pet shall be permitted to bark, howl, whine, screech or make other loud noises for extended or repeated periods of time.
6. **Damage:** Resident is responsible for any property damage, injury or disturbance his or her pet may cause or inflict. Resident shall compensate any person injured by his or her pet. Any resident who keeps a pet on the Condominium property shall be deemed to have indemnified and agreed to hold harmless the Board of Directors, the Association and other owners and residents from any loss, claim or liability of any kind or character whatever resulting from any action of his or her pet or arising by reason of keeping or maintaining such pet on the Condominium property.
7. **Pooper Scoopers:** No resident may permit his or her pet to relieve itself on the Condominium property without clearing the area of pet waste immediately. Residents are responsible for the removal of his or her pet's wastes from the Common Elements and must have in his or her possession a bag or pooper scooper. The Board of Directors will levy a fine against a unit and its owner each time wastes are discovered on the Common Elements and attributed to an animal in the custody of that unit's resident.
8. **Removal:** The owner of any animals not meeting these rules shall remove the animal from the Condominium immediately.

POOL AND POOL AREA

1. All guests utilizing the pool and pool area (inside the fenced area) must be accompanied by a Beringwood owner or adult resident.
2. Pool hours are 8:00 a.m. to 9:00 p.m. daily.
3. No lifeguards will be on duty. SWIM AT YOUR OWN RISK. Govern yourself and your guests and invitees accordingly.
4. No child under the age of sixteen (16) years is permitted in the pool or pool area unless at all times supervised by an owner or resident who is not less than twenty-one (21) years of age. Owners and residents are entitled to only two (2) guests unless prior approval is received from the Association. Violating this Rule will result in all guests being requested to leave. A person who violates any of these Rules may be compelled to leave the pool and pool area.
5. No persons with open sores or communicable diseases may use the pool at any time.
6. Pets are not permitted in the pool at any time, as such is prohibited by City of Houston Ordinance, Chapter 43, Section 22 (b): "No person operating a public or semipublic pool shall permit animals to enter or remain in said public or semipublic pool." Also, pets are forbidden inside the fenced area at all times.
7. No running, diving, shouting, horse play or bicycles will be permitted in or around the pool at any time. Persons not observing this rule must take full responsibility for any injuries or damages resulting from the violation thereof.
8. No bottles or glass containers are allowed inside the fenced area. Beverages contained in non-breakable containers are permitted in the pool area. No smoking, eating or drinking are permitted in the pool itself. Excessive use of alcohol is prohibited.
9. Noise and music shall be kept at a reasonable level, and/or according to City of Houston Ordinance, Chapter 30, Section 1-10. Call the police, if necessary, to control noise.
10. Standard swimwear is to be worn in the pool itself -- no cutoffs.
11. The pool and/or pool area cannot be used, or be available, for party events.
12. All personal items and trash must be removed when leaving the pool area.

13. Any costs due to damage to the property, fence and/or gates will be billed to the owner's account. This includes pool furniture, pool equipment, etc.
14. A person who violates any of these Rules may be compelled to leave the pool and pool area.

TENNIS COURT

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

FINES

Fines will be imposed against Unit owner(s) for any infraction of the Declaration, Bylaws, or these Rules, Regulations and Policies listed above by owners or occupants or guests of their unit(s). The fining structure will be as follows:

1. First Notification of Violation: Letter to the owner stating the violation and requesting it be rectified.
2. Second Notification of Violation: If the owner has not dealt with the violation, a second notification letter will be sent to the owner stating the owner has 35 days from receipt of notice to cure the violation or the owner will be assessed a fine. (Letter will be mailed Certified-Return Receipt Requested or by use of other validated receipt method.)
3. Notice of Fine Assessment: If the violation exists after 35 days from date of the second notification, a \$50.00 fine will be assessed. (Letter will be mailed Certified-Return Receipt Requested or by use of other validated receipt method.)
4. If the offense recurs or continues after the Notice of Fine Assessment, the Association will continue to assess a \$50.00 fine each and every month the violation exists or each time it occurs until abated, and the Association may refer the matter to legal counsel. All fees, including all attorneys' fees incurred by the Association in enforcing the governing documents and Rules, will be charged to the owner of the unit from which the violation occurred and will be added to the owner's assessment account and may be collected in the same manner as assessments.

The fine Policy Conditions are as follows:

1. No one will be fined without the Association following the process outlined above.
2. Anyone who is fined will be given a reasonable opportunity to respond to the charge.
3. To dispute a fine, the owner must request in writing a meeting with the Board postmarked no later than thirty (30) days from the date of the letter imposing the fine, setting forth the specific nature of the owner's dispute.

4. Notification will be sent to the writer of the letter informing him or her of the date of the Board Meeting when the dispute will be discussed.
5. The owner filing the dispute will be placed on the Board Meeting agenda and the owner will be allowed a reasonable period of time to present his or her reasons why the fine should not be imposed or should be abated.
6. The Board's decision after the hearing is final and any affirmed or non-appealed fine will be due and payable on the first of the next month after notification.
7. Should any offense recur within twelve (12) months after the first occurrence of a similar violation, no notice will be given and the fine will be immediately imposed as a second offense.
8. Fines will be assessed on each rule violation and will be cumulative.

DISPUTE RESOLUTIONS

Any owner or resident with a dispute with a neighbor should first attempt to resolve the problem on a friendly basis. If you cannot resolve the problem, contact Harris County Dispute Resolution Center, 4949 San Jacinto, Suite 220, Houston, Texas, Phone 713-755-8274, Fax 713-755-8885, or visit their Website: www.co.harris.tx.us/drc. The DRC, at no charge to you, will assist in working with the parties to work out resolution to the problem. The Association cannot, and will not, intervene in personal disputes.

RESPONSIBILITIES of SELLERS

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

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

FEB 12 2008



Dorely B. Kaufman

COUNTY CLERK
HARRIS COUNTY, TEXAS

Dorely B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

2008 FEB 12 PM 2:39

FILED