
Rules and Regulations for the Baybrook Condominium Association

Baybrook Condominiums

Dear Homeowners

Enclosed is a copy of the Rules and Regulations for Baybrook Condominiums. These rules are a compilation of all the rules over the years, and various forms used regarding those rules. The enclosed rules and forms replace prior rules and forms, effective July 1, 2010.

The goal of the Board in adopting the enclosed rules is to combine all rules and forms in one document for ease of reference and use, and to update existing rules in light of the nature of condominium living which is by its nature more restrictive than other forms of property ownership. In a condominium, some degree of freedom of choice and individual ownership rights must be given up for the overall benefit of all owners and occupants.

The Board expects and will appreciate the cooperation of all owners and occupants in complying with the rules. Thank you for helping keep Baybrook Condominiums a great place to live.

You may get extra copies of the rules for a charge of \$15.00 for each copy to cover the cost. It will be the owner's responsibility to either obtain a copy from the association or make your own copy to give to your current tenants and all future tenants.

Sincerely,

BOARD OF DIRECTORS

SUPPLEMENT TO GOVERNING DOCUMENTS
FOR
BAYBROOK CONDOMINIUM ASSOCIATION, INC.

STATE OF TEXAS)
)
COUNTY OF HARRIS)

DOCUMENTS GOVERNING THE FOLLOWING SUBDIVISION:

BAYBROOK CONDOMINIUMS, A RESIDENTIAL CONDOMINIUM REGIME
LOCATED IN HARRIS COUNTY, TEXAS, AS FULLY DESCRIBED WITHIN
THAT CERTAIN DECLARATION AND MASTER DEED GOVERNING
BAYBROOK CONDOMINIUMS, RECORDED IN THE OFFICE OF THE
COUNTY CLERK OF HARRIS COUNTY, TEXAS, AT VOLUME 99, PAGES
61-93, OF THE CONDOMINIUM RECORDS OF HARRIS COUNTY, TEXAS,
AND AS AMENDED BY INSTRUMENT BEARING CLERK'S FILE NO.
U988076, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF
HARRIS COUNTY, TEXAS

FILED OF RECORD IN COMPLIANCE WITH SECTION 202.006 OF
THE TEXAS PROPERTY CODE, AS PART OF THE DEDICATORY
INSTRUMENT GOVERNING THE ABOVE-DESCRIBED SUBDIVISION

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BAYBROOK CONDOMINIUMS, A RESIDENTIAL CONDOMINIUM REGIME LOCATED IN HARRIS COUNTY, TEXAS, AS FULLY DESCRIBED WITHIN THAT CERTAIN DECLARATION AND MASTER DEED GOVERNING BAYBROOK CONDOMINIUMS, RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HARRIS COUNTY, TEXAS, AT VOLUME 99, PAGES 61-93, OF THE CONDOMINIUM RECORDS OF HARRIS COUNTY, TEXAS, AND AS AMENDED BY INSTRUMENT BEARING CLERK'S FILE NO. U988076, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS

FILED OF RECORD IN COMPLIANCE WITH SECTION 202.006 OF THE TEXAS PROPERTY CODE, AS PART OF THE DEDICATORY INSTRUMENT GOVERNING THE ABOVE-DESCRIBED SUBDIVISION

*Dorothy B. King*COUNTY CLERK
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Rules and Regulations for Baybrook Condominiums

The undersigned, being the duly elected and acting Secretary of the Baybrook Condominium Association, Inc. (The "Association"), does hereby certify that the following Rules and Regulations (the "Rules") for the Baybrook Condominiums, a condominium community in Houston, Harris County, Texas (the "Condominiums") were adopted by the Board of Directors of the Association (the "Board") pursuant to Section 82.102 (a)(7) of the Texas Property Code and the By-Laws of the Association (the "By-Laws"), at a meeting duly held and called for such purpose on

Feb. 10, 2010.

The Rules contained herein are in addition to any rules and regulations set forth in the By-Laws and the Declaration (herein defined) and in the event of any conflicting provisions, the rules set forth in the By-Laws or the Declaration shall control.

1. **Leasing** Each owner is responsible for the conduct of all renters, guests and occupants; it is a violation of these Rules if any renter, guest or occupant disturbs the rights, comforts or conveniences of other persons within the Condominiums. The Association is relying upon each owner to properly screen anyone who will reside at the Condominiums. The following guidelines apply to any owner that rents or subleases his or her unit:

- A. **Identification of ALL Renters and Occupants.** Prior to the move-in date, each owner or owner's managing agent shall file a copy of the executed lease or sublease, as applicable, and the Resident Information Form with the Association at Manager's Office, 17049 El Camino Real, Suite 100; Houston, Texas 77058. Each lease or sublease must clearly and legibly show the full name of all tenants, subtenants and authorized occupants of the unit. In such lease or sublease, the lessee and/or sub-lessee shall agree to comply with these Rules, The Condominium Declaration for Baybrook (the "Declaration") and the By-Laws, as well as all other rules the Association may from time to time adopt and provide that such a lease or sublease is specifically subject in all respects to the provisions of the Declaration, By-Laws and Rules, and that any failure by lessee or sub-lessee to comply with the terms and conditions of such documents shall be a default

under the lease or sublease. The Board recommends each lease and/or sublease also contain the following phrase:

"Tenant will abide by the Rules and Regulations for the Baybrook Condominiums, the Condominium Declaration for Baybrook Condominiums and the By-Laws of Baybrook Owners Association, Inc. Failure to comply with the foregoing documents and/or other rules adopted with respect to the Baybrook Condominiums shall constitute a default by Tenant under this lease."

B. Criminal History Checks. It is suggested that each owner obtain a written representation from each renter and adult occupant that they have not been convicted of a felony, and it is suggested that each owner perform a criminal history check on each renter and adult occupant prior to leasing the owner's unit. This criminal check can be with as many counties or states as the owner desires; however, at the very least, a criminal history check should be performed within Harris County. Additionally, it is suggested that each owner make a written inquiry of each renter and adult occupant to whom the owner leases as to whether the renter or adult occupant has been convicted of a felony. For the well being of the Condominiums, it is further suggested that the owners refrain from knowingly renting to any renter or adult occupant that has been convicted of a felony.

C. Prior Rental History. In order to minimize potential problems, it is suggested that each owner refrain from renting his or her unit to renters or adult occupants with unacceptable prior rental histories. The "Association" is not responsible for determining whether a prior rental history is acceptable or whether the owner has made a sound economic decision to rent the owner's unit. However, references on each prospective renter and occupant should be obtained and thoroughly checked.

2. **Occupancy Limits.** Each unit is subject to the following occupancy requirements:

<u>Unit Size</u>	<u>Maximum # of Occupants</u>
1 bedroom	2
2 bedrooms	4

In addition to the above permitted number of occupants, an additional occupant may also occupy each bedroom if such occupant is a child less than six (6) months of age who sleeps in the same bedroom with the child's parent, guardian, legal custodian or person applying for that status. Occupants are defined as any persons that reside in such unit or spend more than a total of two (2) weeks in any given year at the unit.

3. **General Common Elements.** No sidewalk, driveway, parking area, public hallway, walkway or stairway or any other common area shall be obstructed in any manner, nor shall any owner or resident store or place or cause to be stored or placed any object in such areas, including but not limited to items such as shopping carts, bicycles, wagons, children's toys, yard art or yard decorations of any kind. Trees, shrubbery and other plants are a vital and valuable part of the Condominiums, and Owners and residents shall be subject to assessment for damages thereof for which he or she is responsible. Plantings and other alterations shall not be made to any common areas without prior written consent of the Board. No owner or resident may ride a bicycle, skateboard, or run in common areas. No owner or resident shall engage in any activity in the common area which unreasonably disturbs surrounding owners or residents. Motorcycles or other mechanical equipment shall not be utilized, parked, kept and/or cleaned on sidewalks or any other common elements.
4. **Balconies/Patios.** An owner or resident may place upon balconies or patios appurtenant unit patio furniture and such decorative items as such owner or resident may deem advisable; provided, however, that the Board shall have the right at any time to direct the removal any item which the Board determines, in it's sole discretion, detracts from the general appearance of the "Condominiums" and provided

further that trellises, burglar bars, patio enclosures and similar items are not permitted. Owners and residents shall maintain and keep clean all patios, balconies and storage areas reserved for their exclusive use. Balconies and patios are not storage areas and are not to be used as such. (Appliances, mattresses, tires, clothing, bedding articles, boxes and dead plants are examples of items which are not allowed). Also see section 7 Windows /Doors; section 18 Alterations; section 20 Plants; and section 22 Fire Code.

5. **Clothes.** Clothes (including bathing suits), sheets, towels, rugs, and similar items shall not be hung in patio areas, on balconies, over railings or fences enclosing a patio area or balcony, or anywhere else within the Condominiums.
6. **Window Air Conditioners.** Window air conditioners are not allowed. No exceptions will be made without prior written consent of the Board.
7. **Windows/Doors.** Owners are responsible for the repair of all windows and doors of their respective units. Storm doors and solar screens must be approved in writing by the Board prior to installation.
8. **Pets.** No animal shall be permitted within the "Condominiums" except one (1) small dog, cat, or other usual household pet. No pet shall exceed 35 pounds in weight, and there shall be allowed only one (1) small pet per unit. No pet shall be kenneled or tethered unattended for any period of time on any balcony, patio, or in any limited common elements of the "Condominiums". All pets must be registered with the "Association". All residents must submit the Baybrook Condominiums Pet Registration Form and Agreement/Release to the Association with the following information: (these are A, B, and C on the form) A clear photograph of the pet being registered. (Photograph will be kept at the Management office files until move-out occurs); An official written statement from a licensed veterinarian, which verifies breed, exact weight of the pet and predicted weight at full maturity; Full mature weight shall not to exceed thirty-five (35) pounds: **All pets (cats and dogs) must be registered with management office.**

The Board shall have the right to direct the removal of any pet which violates the foregoing or which is unreasonably disturbing to any owner or resident in the "Condominiums". All pets must be maintained on a leash at all times when outside a unit, and no pet shall be allowed to run loose within the confines of the "Condominiums".

The City of Houston and the "Association" have a leash law. **ALL PETS ARE TO BE ON A LEASH WHILE ON THE GENERAL COMMON ELEMENTS. THERE ARE NO EXCEPTIONS.** Dogs are to be walked on the side of the "Condominiums" or off the grounds of the "Condominiums". Dogs are not to defecate/urinate on the driveways, sidewalks or in the flowerbeds, landscaping or grass areas except as set forth herein. The owner of any dog that has an "accident" is required to pick up the waste and dispose of it properly.

Dogs are not allowed in the swimming pool, the pool enclosure area, or tennis courts. Pets are not to be bathed outside on the general common elements or limited common elements at any time.

Cats are not allowed to roam the "Condominiums". Cat traps may be set out periodically at the direction of the Board and any stray cat caught will be turned over to the City of Houston Animal Control or an equivalent Agency.

The above provisions of this Section 8 do not apply to pets reasonably required as aids to accommodate handicapped persons.

All pets must be licensed by the appropriate authority. Any resident who causes an animal to be brought or kept upon the Condominiums shall indemnify and hold harmless the "Association" for all loss, damage or liability which the "Association" may sustain as a result of the presence of such animal on the "Condominiums". The unit owner shall be responsible for repairs of all damages and/or loss resulting from such acts of his (or his tenant's) animal while such animal is upon the "Condominiums".

9. **Signs.** Signs or notices of any type shall be posted only in the mailroom. No sign, including but not limited to "For Sale" signs, "For Lease" signs, political signs, realtor signs, "Open House" signs shall ever be displayed within any window of any unit. Such signs

must be posted on the designated bulletin board, near the clubhouse area and/or in the mailroom, as specified above. No sign may be posted or displayed on or in any vehicle within the "Condominiums".

10. **Security.** Security of persons and property is a genuine concern for all who live in a major metropolitan area such as Houston, Texas. All those who reside in the "Condominiums" must take an active role in their own security. The "Association" is not responsible for injury, damage, or loss to person(s) or property caused by another person, including but not limited to theft, burglary, trespass, assault, vandalism or any other crime. Security is the responsibility of each person and the local law enforcement agencies. In the event you are in need of any security services, you should contact local law enforcement agency(ies); in the event you are in need of emergency security services, call "911." Do not call the manager for the "Condominiums" or any companies or personnel hired by the "Association", as this could only delay the response time. Each owner and resident should maintain whatever insurance for persons and property deemed necessary to protect that owner or resident from any loss. Always keep your door locked when you are inside your unit as well as when you leave your unit. It is a good idea to refrain from walking around the "Condominiums" without being accompanied by another person. Please remember that the "Association" assumes no responsibility for any injury, damage or loss whatsoever. Although each resident or member is responsible for the safety and security of his or her home, installation of burglar bars, alarms or wiring on the exterior of the building will not be permitted without prior written permission from the Board.

11. **Tenants, Guests, Children, Teenagers and Young Adults.**

Climbing on the roof of buildings or carports or any portion thereof is prohibited. Vandalism or other illegal activities, including but not limited to the painting of graffiti, by anyone, including children, teenagers and young adults, is the responsibility of the parents of such children/ teenagers and young adults which parents will be required to reimburse the "Association" for all damages and/or loss sustained by such vandalism.

Adults will be held responsible for their own actions. Small children are not allowed to roam the general common elements unattended, and are specifically prohibited after dark unless accompanied by an adult. Any resident or member who neglects to supervise or properly attend his minor child shall indemnify and hold harmless the Association for any and all damages or injuries sustained by said minor child.

12. **Conduct.** In keeping with the image of the "Condominiums", no disruptive, profane, illegal or vulgar conduct will be permitted on the "Condominiums". Public intoxication will not be allowed in the general common elements. Further, the use of illegal drugs, the buying and selling of illegal drugs, prostitution, fighting and loitering are strictly prohibited on the "Condominiums".
13. **Exterior Attachments.** No radio or television antennas or satellite dishes shall be attached to any of the buildings or maintained outside of a unit without the prior written consent of the Board. Dishes should not penetrate or puncture the siding or roof. Removal or reposition of the dish will be at the owner's expense. Replacement costs to siding and/or roof will be the responsibility of the owner.
14. **Interiors of Units.** Each owner or resident shall keep his/her unit in good order and repair. Water faucets, dishwashers, garbage disposals and similar apparatus shall not be left operating for an unreasonable or unnecessary length of time. Waterbeds are not permitted. Absolutely no flammable or toxic substances are permitted to be stored on the "Condominiums". No owner or resident shall engage in any activity which unreasonably disturbs surrounding owners or residents, including but not limited to loud stereos, musical instruments, televisions and slamming doors. Owners and residents should be sensitive to and avoid disturbing other residents between 10:00 p.m and 8:00 a.m.
15. **Garbage.** Garbage must be placed in plastic trash bags and tightly secured. All such trash bags must be placed inside the "Association's" trash bins, not on the ground next to the trash bins or other locations. Trash bags may not be placed outside the door of a unit for any period of time. Appliances, mattresses and similar items which are too large to be placed in a plastic trash bag must be

removed from the "Condominiums" by the owner or resident at their sole cost and expense. Trash dumpster lids must be kept closed at all times. No hazardous, toxic, or radioactive wastes or substances, as currently or in the future defined as such by applicable Federal, State or Local laws or regulations, shall be placed in the trash bins or disposed of on the "Condominiums". Specifically, without limitation, residents shall not place in the trash bins hazardous or toxic waste, auto parts, rocks, concrete, friable asbestos, petroleum products or filters, or any other items or substances prohibited under any contract for the removal of trash from the "Condominiums". No resident shall place, or cause to be placed, on the general common elements, any furniture, packages or other unsightly objects.

16. Assigned Parking Spaces. Owners and residents shall keep clean all parking spaces reserved for exclusive use. Owners and residents shall not permit their family, guests or invitees to use other owners' assigned parking spaces. Vehicles which are not properly parked shall be subject to removal at the owner's or resident's expense. The removal of a vehicle from an assigned parking space is the sole responsibility of the owner of the unit to which the parking space is assigned. **ANY CAR PARKED IN ANOTHER OWNER'S SPACE IS SUBJECT TO BEING TOWED BY THE OWNER OF THE SPACE AS AUTHORIZED BY LAW AT THE EXPENSE OF THE VEHICLE OWNER.**

Reserved parking is owned by each unit (if in doubt about which space belongs to your unit, contact the management office). Owners and tenants are responsible for keeping their parking space clean and clutter-free. Parking spaces are not to be used for storage. Parking is not allowed by trash dumpsters. Cars shall be parked so that neighbors on either side can access their spaces. Speed limit within the "Condominiums" is 5 MPH. No vehicles, such as RV's campers, go-carts, unlicensed and/or unregistered vehicles, semi-tractors and/or trailers, mobile homes, commercial vehicles, boats or off-road vehicles will be permitted in any parking area. No vehicle repair or maintenance is to be done in the parking lots or general common elements, including, but not limited to, changing the vehicle's oil or other fluids. Vehicles with flat tires, expired license tags or expired inspection stickers left at the "Condominiums" for seven (7) days will be considered "in storage" and will be towed at

the owner's expense as authorized by law. No vehicle which exceeds 21 feet in length is allowed in the parking areas. Vehicles must not be washed on the "Condominiums". Only personal vehicles may be cleaned or washed on property.

17. **Window Coverings.** No foil or other type of reflective material may be placed on or in the windows. Roll-up shades/blinds and awnings may be permitted on balconies with the prior written approval of the Board, only if kept in good repair at all times. All portions of a window covering which are visible from the exterior of the unit must be white or off-white. Proper window coverings must be installed within 30 days of occupancy. Sheets and similar items are not considered proper window coverings.

18. **Alterations.** No owner or resident shall have any right to modify, alter, repair, decorate, redecorate or improve the exterior of any unit, nor the fence enclosing a patio area, nor to take any action with respect to the interior or exterior of the general common elements or the limited common elements without the prior written consent of the Board. Any alteration to the interior of a unit which potentially affects the structural portion or general common elements of plumbing, air conditioning, electrical systems, etc., must have prior written approval of the Board. Prior to initiating any alterations, certificates of insurance for all trades people must be on file with the management office. At the Board's discretion, the "Association" may require that an owner have a consultant, at the owner's expense (i.e., plumbers, electricians, HVAC contractors, etc.) review plans submitted by an owner for the installation of washers, dryers or any other type of appliances or fixtures.

19. **Rules for Workmen and Contractors.**

A. **Insurance.** Prior to the commencement of all work, all owners must provide proof of insurance and name the Association as an additional insured as to all contractors who are to do any work within a unit, except in emergency situations or as may otherwise be approved by the Board. In an event of any such work being undertaken without providing such proof of insurance to the Association due to an emergency situation, the owner must immediately

thereafter provide such proof of insurance to the Board wherein the Association is shown as an additional insured.

B. **Licensure Requirements.** Plumbing and electrical modifications may only be performed by individuals duly licensed by the City of Houston. All owners must provide proof of such licensure regarding such individuals to the Board prior to the commencement of any such plumbing or electrical modifications, except in emergency situations or as may otherwise be approved by the Board. In the event any such plumbing or electrical modifications are undertaken without providing proof of licensure to the Board due to emergency situations, the owner must immediately thereafter provide to the Board proof of licensure regarding the individuals who undertook such plumbing or electrical modifications.

20. **Plants.** No plants, bushes, or trees may be planted within the "Condominiums" without the prior written consent of the Board. Plants visible from general common elements must be maintained in a neat and attractive condition.

21. **Wild Animals.** No owner or resident shall feed any wild animals, including but not limited to birds and squirrels, anywhere within the "Condominiums".

22. **Fire Code.** The storage of kerosene, gasoline or any flammable or explosive agent is prohibited. Stoves, ovens, smokers or barbecue pits, if located outside a unit, shall not be operated unless they are under **constant** supervision of an adult. Each owner or resident shall comply with all provisions of the City of Houston Fire Code. The Houston Fire Code is posted on the Bulletin Board. Grills, smokers and/or barbecue pits are not to be stored in the general common elements or limited common elements.

**GRILLING OR COOKING ON THE PATIOS OR
BALCONIES IS NOT PERMITTED.**

23. **Smoke Detectors.** At least one (1) approved smoke detector shall be installed in each unit at the unit owner's expense, in the immediate

vicinity of each bedroom. This device shall be maintained in proper working order at all times. Each owner or resident shall comply with all laws, regulations and ordinances with respect to smoke detectors.

24. Clubroom Facilities. The clubroom is available to all residents for private parties on a first come - first served basis and may be reserved in advance through the Association Manager. There is a \$25.00 fee for use as well as a \$200.00 refundable deposit, which must be paid upon execution of the appropriate agreement for use of the clubhouse, for damages.

25. Swimming Pool Rules and Policies. The swimming pool and other common areas are for the use of all owners and residents. Owners, residents and guests (limit 2) shall abide by the rules for recreational facilities and public facilities as posted in such areas from time to time by the Board. A summary of such rules as of the date hereof is as follows:

- ❖ No lifeguard is on duty. For the safety of the children, children under the age of 14 must be accompanied by the adult (parent of the child or children) resident.
- ❖ Absolutely no diving is allowed.
- ❖ Pets are not allowed in the pool/or pool enclosure area at any time.
- ❖ No running, boisterous conduct or rough play is permitted in the pool and pool enclosure area.
- ❖ The pool is available for use only during the hours of 10:00 o'clock a. m. and 10:00 o'clock p.m.
- ❖ No smoking, alcoholic beverages or food preparation is permitted in the pool area.
- ❖ Glass objects are not allowed in or around the pool. Do not leave paper, cans or any litter. Place all trash in receptacles and return chairs where you found them. Each pool user is responsible for cleaning up after him/her self.
- ❖ Proper swimming attire must be worn in the pool and pool area at all times; "cut-offs" are not permitted.
- ❖ No objects shall be thrown in the pool except pool related items, i.e. floats.
- ❖ Secure the gate upon entering and leaving the pool area for safety in accordance with city ordinances.

- ❖ Music must be kept at low levels and only played during the hours of 10:00 o'clock a.m. – 10:00 o'clock p.m.
- ❖ Pool cleaning will be scheduled in an attempt not to interfere with the residents' use of the pool. Should residents be at the pool when cleaning is scheduled, they will be asked to leave until the cleaning/maintenance is completed.

26. **Intended Use.** No unit may be used for any business or commercial purposes or activity without the prior written consent of the Board. No owner may lease less than the entire unit. No owner may lease a unit for transient, boarding house or hotel purposes.

27. **Pest Control.** No pest control service is provided to the individual units. Each owner is responsible for keeping the unit free from pest infestation such as roaches, fleas, spiders, silverfish, rats, and mice at their own expenses. The "Association" periodically sprays around the exterior of the complex.

28. **Odors.** Noxious odors emitting into general common elements areas and adjacent units is not permitted. Pets must be hygienically cared for so that elimination odors are non-existent. See also section 15, above.

29. **Insurance.** The monthly maintenance fees include building insurance to cover general common elements and real property in accordance with the "Declaration". Individual unit owners are responsible for personal property and liability insurance as required by the "Declaration". **TENANTS OF INDIVIDUAL UNIT OWNERS ARE ADVISED TO OBTAIN RENTER'S / OCCUPANTS' INSURANCE.**

30. **Moving.** There is no parking in the fire lane or red curbs. Any damage done to general common elements by movers, rental moving trucks (Budget, U-haul, Ryder, etc.) will be the liability of the resident. Abide by the 5 MPH speed limit when driving within the condominium property.

31. **Tennis Court Rules.** All owners and residents who live within the Baybrook Condominium project must abide by the rules for using the tennis court which are as follows:

B. The fining structure for completed violations of these Rules will be as set out below. Completed violations are violations which typically occur at a certain point in time.

- i) First Offense – Warning Letter
- ii) Second offense - \$50.00

C. The fining structure for continuing violations of these “Rules” will be as sent out below. Continuing violations are violations which typically occur over a period of time (i.e., an unapproved change to the exterior of a unit).

- i) First Offense – Warning Letter
- ii) Second Offense - \$100.00 fine

D. Regardless of the fining structure, the “Association” reserves the right to refer all matters to legal counsel at any time. All fees incurred by the “Association” in enforcing these Rules will be charged to the Owner of the unit from which the violation occurred. Fines shall be collected in the same manner as assessments, and shall be secured by the Association’s continuing lien against the respective unit.

* You must close the gates when you are finished playing.

This will prevent unauthorized use of the tennis courts and help prevent damages.

* No child or children under the age of 14 will be allowed on the tennis court unless accompanied by adult (parent of the child or children) resident.

* No activities other than tennis will be allowed on the tennis courts.

* No pets allowed on the tennis courts at any time.

* No food or glass containers allowed on the tennis court.

* A resident of the Baybrook Condominium must accompany their guest at all times on tennis courts.

* Regulation tennis shoes must be worn on the tennis courts.

* Any damages to the tennis court done by any owner or resident of the Baybrook Condominium will be assessed the cost of repairs and/or loss of the use of the tennis court as deemed by the "Board".

32. **Mail Area.** Owners and residents shall keep the mail room area clean and litter-free.

33. **Enforcement.**

A. All notices of violations of these "Rules" shall be forwarded to the appropriate Owner at the most current mailing address provided to the "Association" by such Owner. If the Rules are violated by a tenant or the guest of a tenant, written notice shall also be forwarded to the tenant. Notice to the tenant will be sent to the unit. The initial notice letter shall (1) describe the violation, (2) state a reasonable period of time within which the Owner shall cure the violation and avoid a Fine, (3) notify the Owner that a fine will be levied unless the violation is cured within the stated period of time, and (4) state that not later than the 10th day after the date of such notice, the Owner may request a hearing before the Board to contest the fine. Provided, however, that the opportunity to cure the violation and avoid the fine need not be given if the Owner was given notice and an opportunity to cure a similar violation within the preceding twelve (12) months. Upon levying the fine, the "Association" shall give written notice to the Owner.

**INSTRUMENT TO RECORD ADDITIONAL OR REVISED
DEDICATORY INSTRUMENT**

This Instrument is being recorded by BAYBROOK CONDOMINIUM OWNERS ASSOCIATION, INC., a Texas non-profit corporation (the "Association") pursuant to Section 202.006 of the Texas Property Code.

Section 202.006 of the Texas Property Code requires a property owners' association to record each dedicatory instrument in the real property records of the County in which the property to which the dedicatory instrument relates is located, if such instrument has not previously been recorded.

Pursuant to Section 202.006 of the Texas Property Code, the "Association" caused the various dedicatory instruments to be attached to a document entitled "Instrument to Recorded Dedicatory Instruments" (the "Instrument") dated January 21, 2000 and further caused the Instrument to be recorded in the Real Property Records of Harris County, Texas under Clerk's File Number U211915.

The Board of Directors of the Association recently adopted revised Rules and Regulations governing the Baybrook Condominiums.

Pursuant to Section 202.006 of the Texas Property Code, the "Association" does hereby record such revised Rules and Regulations, a copy of which is attached hereto. Note that the Rules and Regulations hereto are subject to amendment pursuant to the amendatory procedures applicable thereto.

Executed on the 10 day of February, 2010.

Baybrook Condominium Association, Inc.

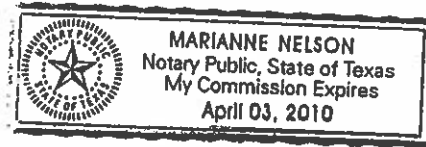
By: 
President

Attest: 
Secretary

STATE OF TEXAS }
COUNTY OF HARRIS }

This instrument was acknowledged before me on February 10,
2010, by Richard Hill, President of Baybrook Condominium
Association, Inc., and a Texas non-profit corporation, for and on behalf
of said corporation.

Marianne Nelson
Notary Public, State of Texas



Certificate of Corporate Resolution of Board of Directors of Baybrook Condominium Association, Inc.

(Guidelines Regarding Antennas and Satellite Dishes)

I, Danette Joeuff, Secretary of Baybrook Condominium Association, Inc., a Texas non-profit corporation (the "Association"), do hereby certify at the regular meeting of the Board of Directors of the Association (the "Board of Directors") held on Feb. 10, 2010, 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:

Recitals

Whereas, pursuant to that certain Condominium Declaration for Baybrook Condominiums recorded in the office of the County Clerk of Harris County, Texas, under ~~Clerk's File No. Vol. 99, Pp. 61-93~~ (the "Declaration"), the Association is charged with the responsibility for administering the restrictive covenants set forth therein; and

Whereas, as directed by Congress in the Telecommunication Act 1996, the Federal Communications Commission adopted rules (the "Rules") concerning restrictions on viewers' ability to receive video programming signals from direct broadcast satellites, multi-channel multipoint distribution (wireless cable) providers, and television broadcast stations; and

Whereas, pursuant to the Rules, restrictive covenants which are inconsistent with the Rules are no longer enforceable; and

Whereas, pursuant to Section 82.102(a)(7) of the Texas Property Code, a property owners' association acting through its board of directors, may adopt and amend rules regulating the use, occupancy, leasing or sale, maintenance, repair, modification, and appearance of units and common elements, to the extent the regulated actions affect common elements or other units; and

Whereas, pursuant to Article IV, Section 3 (b) of the By-Laws of the Association (the "By-Laws"), the Board of Directors may establish, make and enforce compliance with such reasonable house rules as may necessary for the operation, use and occupancy of the Baybrook Condominiums; and

Whereas, pursuant to Section 82.102(a)(7) of the Texas Property Code and Article IV, Section 3(b) of the By-Laws, the Board of Directors desire to set forth written guidelines with respect to antennas and satellite dishes and any related masts, and further desires to record such guidelines in the Real Property Records of Harris County, Texas.

Now, therefore, be it resolved that the Board of Directors, on behalf of the members of the "Association", duly adopt the following guidelines (the "Guidelines") regarding antennas, satellite dishes, and any related masts:

Category 1

Antenna or Satellite Dish in Excess of One Meter (39 inches). No antenna or satellite dish which exceeds one meter (39 inches) in diameter is permitted on any unit.

Category 2

Antenna or Satellite Dish of One Meter (39 inches) or less, and Other Antennas and Related masts. An antenna or satellite dish of one meter (39 inches) or less, and other antennas and related masts are permitted to be placed on a unit provided any such item must comply with all of the below set forth minimum conditions. Further, the Board of Directors must receive written notification at its current address from the resident of the applicable unit, on or before the installation of any antenna, satellite dish and related mast provided for in Category 2. Such notification must include the type and color of antenna, satellite dish, and any related mast to be installed, and the method, manner, and site of installation. The site must be shown in a plot plan. As of the date hereof, the Board of Directors' address is:

Board of Directors
Baybrook Condominiums
15534 Zabolio
Webster, Texas 77598

If a resident of a unit proposes to install an antenna, satellite dish, and any related mast from Category 2 in any manner whatsoever which does not **strictly comply** with the below set forth minimum conditions, such resident must submit an application to the Board of Directors and obtain the written

approval of the Board of Directors prior to commencing such installation. In connection with the Board of Director's decision, the Board of Directors shall consider such factors as it deems appropriate, in its reasonable discretion. The application to the Board of Directors must be made on a form approved by the Board of Directors, including a statement which specifically describes the manner in which it is proposed that such antenna, satellite dish and related mast will vary from such minimum conditions. The Board of Directors shall endeavor to make its decision regarding the proposed antenna, satellite dish and any related mast on an expedited basis within seven (7) days after receipt by the Board of Directors of the completed application and all information required therein. The granting of a variance from such minimum conditions shall in no way affect the resident's obligation to comply with all governmental laws and regulations and other regulations affecting the unit concerned.

Minimum Conditions

Under no circumstances shall the antenna, satellite dish, or any related mast, including its base and anchoring structure and other accessories (in this "Minimum Conditions" section collectively called the "Antenna") be located on general common elements or other owner's property or other owner's exclusive limited common elements. In addition to the foregoing requirements of these guidelines, no Antenna shall be erected, constructed, placed, or permitted to remain on any unit unless such installation strictly complies with the following minimum conditions (however, each Minimum Condition shall not apply if it unreasonably delays installation of the Antenna or unreasonably increases the cost of the Antenna or its installation, or precludes reception of an acceptable quality signal):

- a. The Antenna must be located solely on such resident's unit or the resident's exclusive use limited common elements (collectively, the "Installation Areas").
- b. To the extent feasible, the Antenna must be placed in a location in an Installation Area that has the least possible visibility on the particular unit in which it is located. The Antenna height shall be no higher than necessary to receive an acceptable quality signal.
- c. If reception by an indoor Antenna permits an acceptable quality signal, the installation of an Antenna outdoors is prohibited.

- d. Devices which permit the transmission of telecommunications signals through a glass or wall without cutting or drilling a hole through the glass pane or wall shall be used unless they would prevent an acceptable quality signal or unreasonable increase the cost of installation.
- e. Penetration of any siding or roof is not allowed.
- f. To the extent feasible, no Antenna shall be constructed or permitted to remain on any utility easement or right-of-way.
- g. The Antenna must be securely mounted to a base, so as to be capable of withstanding the effects of high winds or other extraordinary weather conditions; however, no guy wires or similar mounting apparatus will be allowed.
- h. No advertising slogans, logos, banners, signs or any other printing or illustration whatsoever shall be permitted upon or be attached to the Antenna.
- i. No Antenna shall ever be used for the transmission of any signal whatsoever and the Antenna shall be for the purpose of receiving only normal signals through airwaves for television viewing purposes only.
- j. No Antenna shall be permitted to cause any distortion or interference whatsoever with respects to any other electronic device in the Condominiums.
- k. The Antenna shall be one solid color only, either white or black, or shades of brown, gray, or tan. The cable(s) or wire(s) installed on the Antenna shall be gray or tan in color. Any cable(s) or wire(s) installed on the exterior of the building shall also be installed to conform to the architecture of the condominiums and installed in a manner so as to minimize their visibility.
- l. All installation shall be completed so as to not damage the common area or other units, or void any warranties of the Association or other residents, or in any way impair the integrity of buildings on common areas or units.
- m. Residents are responsible for all costs associated with the Antenna, including but not limited to costs to:
 - (1) Place (or replace), repair, maintain and move or remove Antennas;

- (2) Repair damages to the common elements, other units and any other property damaged by Antenna installation, maintenance or use;
 - (3) Pay medical expenses incurred by persons injured by Antenna maintenance or use; and
 - (4) Reimburse residents or the Association for damages caused by Antenna installation, maintenance or use.
- n. Antennas shall not be installed in a manner that will cause the maintenance cost for the Association or for other residents to increase. If increased maintenance costs occur, the resident shall be responsible.
- o. If the Antenna is required to be removed to allow the Association to perform maintenance or repairs at the condominiums, the resident shall be responsible for the removal within seven (7) days (or such shorter period as may be necessary) after notice to the resident of the need for such maintenance or repair. If the resident does not remove the Antenna in a timely manner, the Association will remove the Antenna and assess the cost of removal to the resident. The resident, at the resident's sole cost, is responsible for reinstalling the Antenna after the maintenance or repair has been completed. The Association is not liable for damage to the Antenna during such removal.
- p. Residents shall be responsible for Antenna maintenance and repair and shall not permit their Antenna to fall into disrepair or to become a safety hazard. Residents shall be responsible for repainting or replacement if the exterior surface of the Antenna deteriorates. Residents shall be responsible to properly repair or replace the Antenna if it is damaged in any way, including but not limited to vandalism or acts of God.
- q. The Antenna shall be installed and secured in a manner that complies with all applicable laws and regulations and manufactures instructions.
- r. The Antenna may not be installed on a roof.
- s. The Antenna shall be properly grounded.
- t. The Antenna may not be installed nearer to electric power lines than the total height of the mast and antenna structure above the roof. The purpose of this regulation is to avoid

damage to electric power lines if the mast should fall in a storm.

- u. Upon removing the Antenna, any modifications to the building must be restored to the condition prior to installation of the Antenna or to the satisfaction of the Board of Directors. Any damage to the building or property as a result of or related to the presence of the Antenna may or may not be covered under the Association's insurance policy. The resident should consult with their insurance carrier for proper protection.
- v. If any provision of the Guidelines is ruled invalid, the remainder of these Guidelines shall remain in full force and effect.

Enforcement

Notwithstanding any provisions in the Declarations and the documents governing the Association (the "Governing Documents"), as long as the resident complies with the Guidelines, as amended from time to time, the resident will be deemed to be in compliance with the Governing Documents with regard to the matters concerned herein. However, any violations of the Guidelines will be enforced in the same manner for enforcing violations of the Governing Documents.

In addition to charging fines hereunder, the Association reserves its rights under any document governing the Association of the Condominiums and under Texas law, including, but not limited to, the right to file a lawsuit for damages and/or injunctive relief.

Other Guidelines and Revisions

In additions to these Guidelines, the Board of Directors has other guidelines pertaining to other architectural control matters. You should contact the Board of Directors at the above address to obtain information concerning such architectural control guidelines. These Guidelines and all other architectural control guidelines are subject to revision by the Board of Directors and any revisions may be applied retroactively.

Executed on the 10 day of February, 2010.

Baybrook Condominium Association, Inc.

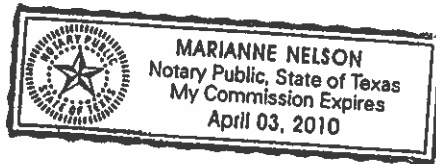
By: Richard D. Hill
President

Attest: Donette Speer
Secretary

STATE OF TEXAS }
COUNTY OF HARRIS }

This instrument was acknowledged before me on February 10, 2010, by Richard Hill, President of Baybrook Condominium Association, Inc., and a Texas non-profit corporation, for and on behalf of said corporation.

Marianne Nelson
Notary Public, State of Texas



AFTER RECORDING, RETURN TO:

Ms. Sara Livingston
C/O Houston Community Management Services
17049 El Camino Real, Suite 100
Houston, Texas 77058

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 herein by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

FEB 26 2010



Dorely B. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

Baybrook Condominiums Association

Rules and Regulations

Rule Acknowledgement of Owner/Tenant

All owners and tenants must sign a copy of this acknowledgement form regarding Association rules and must return the signed copy to the Association management company.

I/We (print name or names); _____
am/are the ___ owner(s) ___ tenant(s) (check the correct box) of Unit
No. _____. I (whether one or more) hereby acknowledge (i) that I have
received a copy of the Baybrook Condominiums Association Rules and
Regulations, and (ii) that I have read and understand my responsibility and
accountability as to, and that I am required to adhere to the said rules and
regulations, and all of the Association's other governing documents, and (iii)
that I may be fined and/or subject to other legal action for any violations.

Signature: _____ Signed: ____/____/____

Signature: _____ Signed: ____/____/____
(Co-Owner or Co-Tenant, as applicable)

FILED

5/7/2010

4:23 PM

Beulah B. Hoffman

COUNTY CLERK
HARRIS COUNTY

Baybrook Condominiums
Resident Information Form

Unit #: _____

Owner: _____

Owner: Home: _____ Work: _____ Cell: _____

Owner/Tenant Occupied: _____

How Many Person(s) in Occupancy: _____

Names: _____

Tenant: Home: _____ Work: _____ Cell: _____

Term(s) of Lease: Start Date: _____ End Date: _____

Pet(s): Y_N_Dog: _____ Cat: _____ Weight: _____ Board Approved: _____

Rules to Tenant: Yes: _____ No: _____

Emergency Contact Person for Tenant: _____

Emergency: Home: _____ Work: _____ Cell: _____

I, The Owner of the above referenced unit, declare that the above information is true and correct and that, upon any changes, additions, or deletions, I will inform the on site manager within ten (10) days of such changes, such information being required of me, as owner, under the Texas Condominium Act, I also realize that, as owner, I am fully responsible, for legally and financially for any actions of my tenants, guests, or servants which are in violation of the Association By-Laws, Rules and Regulations and agree to promptly correct any infraction(s) that I am responsible for any damages upon notice by the Association or it's managing agent. I also realize that I am responsible for any legal fees and/or court costs incurred by the Association to enforce compliance with the Association documents.

Owner Date

Tenant Date

Baybrook Condominiums

Clubhouse Facilities

1. The clubhouse is available to all Homeowners for private parties on a first come first serve basis and may be reserved at Houston Community Management Services Office. The room closes at 10:00 p.m. Sunday – Thursday and 12:00 midnight Friday and Saturday. All guests will be asked to vacate the building and all music must end at time.
2. There is a \$200.00 deposit, in form of a cashiers check or money order to reserve the Clubhouse, which will be returned as long as there is no damage and the clubhouse is left clean. Furniture must be arranged back in the same order it was found. Floors must be swept and mopped, counters must be wiped off, and carpet vacuumed, etc., for the return of the deposit. There is a non-refundable charge of \$25.00 for use of the party room for, utilities.
3. No children under the age of 18 years of age are allowed in the clubhouse or tennis court without a parent accompanying them.
4. No children under 14 years of age are allowed inside the pool area without a parent accompanying them inside the fenced in area at all times.
5. When using the Clubhouse for private parties, be sure that your guests use guest parking only. Anyone parking in a reserved space is subject to be towed away at the vehicle owner's expense.

Baybrook Condominiums

Pre-Use Check:

Trash Removed: _____
Furniture Arranged: _____
Carpet Vacuumed: _____
Restroom Clean: _____
Tile Clean: _____
Stove Clean: _____
Refrigerator Clean: _____
No Smoking Allowed _____
Counter Clean: _____
Tables Clean: _____

Please note any areas of stain or damage to the carpet, walls, mini-blinds, furniture, etc.:

I understand that I am liable for any damages not noted on this form.

Signature of Unit Owner

Date

Signature of tenant (if applicable)

Date

Baybrook Condominiums

Party Room Rental Agreement

I have read all the rules regarding the use of the Party Room and agree to abide by them. I understand that I am responsible for all cost incurred for cleaning and/or damages by myself or (if it applies) by my resident.

Owner: _____ Unit #: _____

Address: _____ Phone: _____

Owner's Signature

Date

Tenant: _____ Phone: _____

Tenant's Signature

Date

Party Room Hours

Sunday -- Thursday -
Friday & Saturday -

closes at 10:00 p.m.
closes at 12: midnight

Baybrook Condominiums

Party Room Reservation Agreement

Date: _____ Unit No: _____

Owner's Name: _____

Tenant's Name: (if applicable) _____

I would like to reserve the Party room for the following date:

Between the hours of _____ and _____.

- Rules:
1. A maximum number of 30 guests only.
 2. The Clubhouse closes at 10:00 p.m. on Sunday – Thursday and 12:00 midnight Friday and Saturday.
 3. Combination swimming and clubhouse parties are not allowed.
 4. The Party will end at 10:00 p.m. weekdays, and 12: 00 midnight on Friday and Saturday. The Clubhouse will be cleaned by 10:00 a.m. the following day.
 5. The key will be returned by 10:00 a.m. the following day by dropping it through the mail slot at the Clubhouse.
 6. Please, no loud music or disturbing noises.
 7. Beer kegs may be placed on the outside of the party room only.
 8. Furniture is to be placed back the way it was found.

Conditions and Obligations: I have read and will observe the clubhouse rules. I further assume responsibility for the condition of the facility at the end of my use period. I understand that any vandalism will be deducted from, but not limited to, my \$200.00 deposit. I also understand that an insufficient funds or stop payment check will subject me to future penalty of an additional \$35.00 for that check and Baybrook Board of Directors may assess my Unit for charges resulting from my misuse of or failure to properly supervise my guests at the facility. I assume full responsibility for my guests and myself and understand that anyone attending my party whether invited or not.

Baybrook Condominiums
Pet Registration Form and Agreement/Release

Instructions: PLEASE READ ENTIRE IN ITS ENTIRETY BEFORE COMPLETEING AND SIGNING.

All forms must be fully completed before the form will be accepted. The UNIT OWNER (if different than Pet owner) must sign this form before it will be accepted (the Unit Owner and Pet Owner are sometimes referred to as the "Pet Obligor").

I. Pet Owner(s) Identification:

Name(s): _____
Unit No: _____ Telephone No. Work: _____ HM: _____

II. Pet Identification:

Name: _____ Breed: _____
Age: _____ Color: _____ Weight: _____
Other Description: _____
Estimated full maturity weight _____

III. Unit Owner(s) Identification (if different than pet owner)

Name: _____ Address: _____
City: _____ State: _____ Zip Code: _____
Telephone Home: _____ Business: _____

IV. Certification- This is to certify that (i) all information contained herein is complete, true, and correct; and (ii) Pet Obligor(s) have read, understand and agree to all terms and conditions of this form.

Signature of Pet Owner

Print Name and Date Signed

Signature of Unit Owner

Print Name and Date Signed

Signature of Pet Co-Owner

Print Name and Date Signed

Signature of Unit Co-Owner

Print Name and Date Signed

V. Conditions for Acceptance of Registration

- a. **Exclusive Liability of Pet Obligators:** Pet Obligators agree to and assume full and exclusive responsibility for the pet and full liability for any and all claims and damages to persons and property attributable to the pet. Pet Obligators agree to release/indemnify the Association and its Directors, officers, agents, and employees from any claims and damages attributable to their pet.

VI. PLEASE ATTACH CURRENT PHOTO

Baybrook Condominiums

Release of Liability

Date: _____ Unit #: _____

RE: Release of Liability to Baybrook Condominium Homeowners Association

I, _____ am the lawful owner of Unit Number: _____, located at 15534 Zabolio, Webster, Texas 77598 and I am aware that if given approval by the Board Members of Baybrook Homeowners Association, Inc. for me to install or have installed a satellite dish that I will release all responsibility to the Baybrook Condominium Homeowners Association if any damage or leaks occur where the new satellite dish is installed. I am totally responsible for the maintenance and repairs to the satellite dish, including, but not limited to, all caulking to prevent leaks. I will remove the satellite dish if requested to do so to make repairs to the building. When I move off the property, the dish will be removed and holes repaired where the dish was installed. I am totally responsible for any and all damages if the satellite dish falls and causes injury or damage to any person or property. I understand that the satellite dish can only be installed in or my limited common area, including my balcony and/or patio area only. No satellite dish will be installed on the roof, chimney, or any common area of the property.

_____	_____
Signature of Owner	Date
_____	_____
Board Member	Date

Must be attached to all Architectural Control Committee Form Request and be completely filled and signed before approval will be given by the board of directors.


AFFIDAVIT REGARDING AUTHENTICITY OF DOCUMENTS

STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS)

THAT the foregoing and attached documents, as well as any attachments thereto, are original documents which were adopted in connection with the operation and administration of the Baybrook Condominiums, Harris County, Texas, the Baybrook Condominium Association, Inc., and all of the properties governed thereby. Such documents constitute a supplement to the Association's "dedicatory instrument," as such term is defined within Section 202.001(1) of the Texas Property Code. The foregoing and attached documents are hereby filed/recorded in compliance with the mandate of Section 202.006 of the Texas Property Code.

All facts recited and statements made herein are true, correct and in all respects accurate."

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INVALID AND
FEDERAL LAW



Michael J. Treece, Attorney
for Baybrook Condominium
Association, Inc.

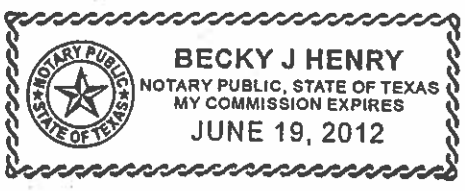
SUBSCRIBED AND SWORN TO BEFORE ME on this the 26th day of April, 2010.



NOTARY PUBLIC - STATE OF TEXAS

After Filing
Please Return to:

Treece Law Firm
1020 Bay Area Blvd.
Suite 200
Houston, Texas 77058



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 blackouts, additions and changes were present at the time the instrument was filed and recorded.