

**RULES AND REGULATIONS**  
*of the*  
**BRENTWOOD COMMON HOMEOWNERS' ASSOCIATION**

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BRENTWOOD COMMON HOMEOWNERS' ASSOCIATION RULES AND REGULATIONS

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## ***INTRODUCTION***

These Rules and Regulations (the “**Rules**”) are established by Brentwood Common Homeowners Association, a Texas nonprofit corporation (the “**Association**”) for Brentwood Common Townhomes, effective as of the date these Rules are recorded in the Deed Records of Bexar County, Texas. The Rules are issued pursuant to the rulemaking and rule enforcement authority granted to the Board of Directors of the Association (the “**Board**”). These Rules replace any previously recorded or implemented rules or regulations that address the subjects contained herein.

These Rules are in addition to the provisions of the Amended Declaration of Covenants, Conditions and Restrictions for Marymont Townhouses (currently known as “Brentwood Common Townhomes” or the “**Property**”), recorded in the Bexar County, Texas Clerk's Deed Records at Volume 7037 Page 660, and all amendments and supplements thereto (collectively, the “**Declaration**”), and the Bylaws of Brentwood Common Homeowners' Association and amendments thereto (the “**Bylaws**”). If a conflict among statutes and/or documents occurs, the order of governing authority shall be as follows: Texas Property Code (highest), the Declaration, the Articles of Incorporation, the Bylaws and these Rules and Regulations (lowest). The Board is empowered to interpret, enforce, amend, and repeal these Rules and Regulations. These Rules are intended to reiterate, clarify, augment, and amplify the covenants, conditions and restrictions contained in the Association's Declaration and Bylaws.

**POLICIES IN GENERAL.** The Association has adopted the following Rules to support the value of, maximize the quiet enjoyment of, and protect the aesthetics of Brentwood Common Townhomes for the benefit of all those who own Lots within the Property. **These Rules apply to all Lot owners, occupants and tenants, and the families, guests, invitees, contractors, and agents of all Dwelling owners and tenants.** These Rules are a part of each lease of a Dwelling in Brentwood Common Townhomes (even if they are not attached to a lease). Each Owner of a leased or rented Lot is responsible for ensuring that his/her tenants have a copy of and comply with the Rules. Owners should encourage their guests, fellow Owners, and all tenants and visitors of Brentwood Common Townhomes to comply with the Rules. These Rules may be amended from time to time by the Association's Board.

**LAWS AND ORDINANCES.** Owners, occupants and tenants, and their families, guests, invitees, contractors, and agents shall follow all laws of the United States of America, the State of Texas, and all ordinances of the City of San Antonio, as well as these Rules.

**COMMUNICATIONS.** Owners shall direct any repair requests, complaints, or reports of Rule violations to the Association's management company (the “**Manager**”).

**DEFINITIONS.** The following terms are defined for use in these Rules. Those capitalized terms not expressly defined herein shall have the same meaning as defined in the Declaration and all amendments thereto, which shall be recorded in the Bexar County, Texas Deed Records:

**Architectural Committee.** The “Architectural Committee” shall mean and refer to the committee authorized by Article V of the Declaration.

**Assessments.** “Assessments” shall mean and refer to the annual and special assessments as provided by Article IV of the Declaration.

**Association.** "Association" shall mean and refer to Brentwood Common Homeowners' Association, a Texas nonprofit corporation.

**Common Area.** "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners.

**Curable Violation.** A "Curable Violation" shall mean and refer to a violation which can be rectified through affirmative action by an Owner.

**Dwelling.** "Dwelling" shall mean and refer to the structure or structures intended for single-family residential use including any plot of land shown upon the recorded subdivision map or plat of the Property, together with all improvements, structures, and appurtenances thereto.

**Estate Sale.** "Estate Sale" shall mean and refer to an estate sale to dispose of property owned by a person who is deceased. A professional estate management company must conduct all estate sales. Residents or heirs of the deceased party may not host their own sale.

**Facilities or Facility.** "Facilities" or "Facility" shall mean and refer to any recreational facilities intended for use by Owners, as provided in the Declaration and including, but not limited to the pool, clubhouse, and other amenities for the common use and enjoyment of the Owners.

**Governing Documents.** "Governing Documents" shall mean and refer to the Articles, Bylaws, Declaration, Rules and Regulations, and any other Dedicatory Instrument (as that term is defined in the Texas Property Code).

**Occupancy, Occupy, or Occupied.** "Occupancy," "Occupy" and "Occupied" shall mean and refer to the occupancy of a Dwelling for more than thirty (30) continuous days or sixty (60) days in any consecutive twelve (12) month period.

**Owner.** "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of a fee simple title to any Dwelling which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Posted Rules.** "Posted Rules" shall mean and refer to rules and signs posted by the Association at any time on the Property for the purpose of communication with Owners, occupants and tenants.

**Property.** "Property" shall mean and refer to the land, together with all improvements, structures, easements, rights, and appurtenances thereto, that is further described in the Declaration, and all amendments thereto.

**Temporary Rules.** "Temporary Rules" shall mean and refer to notices communicated to the Owners by the Association from time to time or at any time which are seasonal or temporary in nature, or notices of change affecting the use of the Property, e.g., pool closure.

**Uncurable.** "Uncurable" shall mean and refer to those violations that are a consequence of one-time events for which it is not possible to give prior notice of violation or to remedy.

**ENFORCEMENT.** If a Rule is violated by an Owner, occupant, member of the Owner's family, Owner's tenant, member of a tenant's family, or any guests, invitees, contractors, or agents of the Owner, occupant or the Owner's tenant, the Board or the Manager may levy fines as set out in these

Rules; seek injunctive relief at the expense of the violator; record a lien on the Owner's Dwelling as set out in the Declaration; and/or prohibit non-owners (including tenants and tenants' family members and visitors) from access to, entry upon, or use of the Common Areas of the Property. The Owner is responsible for all corrective action, damages, and fines resulting from violations by the Owner, occupant, member of the Owner's family, Owner's tenant or any guests, invitees, contractors, or agents of the Owner, occupant or the Owner's tenant.

## ***RULES***

### **GENERAL USE AND MAINTENANCE –**

**Use.** Each Dwelling must be used as a private residence and may not be used for commercial or business purposes. This restriction does not prohibit an Owner from using the Dwelling for personal or professional purposes, provided that: (a) such use is incidental to the Dwelling's residential use; (b) such use conforms to all applicable legal requirements; and (c) such use does not entail visits to the Dwelling by the public, employees, suppliers, or clients. The use of Dwellings shall comply with the Governing Documents. Dwellings shall not be used in a way that impedes quiet enjoyment by other Owners or occupants; reduces the desirability of the Property as a residential community; endangers the health of other Owners or occupants; or violates laws, ordinances, or provisions of the Governing Documents.

**Maintenance.** Each Owner, at such Owner's sole cost and expense, will repair, maintain and replace the items specified in the Governing Documents as Owner's exclusive responsibility. Dwellings must always be kept in good repair. Any work to be performed shall be performed in a good and workmanlike manner. The Association has the right and responsibility to ensure and control the visual attractiveness, and sanitation of the Property, including the right to facilitate correction of conditions inside Dwellings that are unsanitary or that are visible from the Common Areas and that detract from the Property's appearance (e.g. foil, reflective film, signs, and appliques on the inside of windows). An Owner is responsible for damage to Common Areas (except as otherwise provided in the Declaration) which emanates from his/her Dwelling. The Owner of the Dwelling from which the damage to the Common Areas originates shall be responsible for payment of the Association's insurance deductible related to the affected Common Areas.

**Balcony Areas.** Each Owner shall maintain the Dwelling's balcony area in a clean manner without annoyance or inconvenience to other Owners. A balcony area may not be enclosed in any manner (e.g., screens) or used for storage purposes. The weight and type of proposed patio furniture is subject to the Association's approval (see Architectural Standards). If the Association determines that a balcony area is unsightly (including the need for any cleaning of windows or doors) or poses a safety risk, the Association may give the Owner notice of such condition and a reasonable period in which to correct the condition, after which the Association may take corrective action at the Owner's expense. Owners must remove all items from the balcony area during such time as winds exceed forty (40) miles per hour.

**Hot Tubs.** The installation of hot tubs or spas (portable or permanent) is prohibited in any individual patio area or in any Common Areas. Hot tubs or spas installed before February 2015 are approved provided, they are in working condition and pose no harm to structures on the Property.

**Exterior Windows and Glass.** Owners shall promptly repair/replace any broken or damaged exterior glass. Replacement windows must either conform to the windows that are standard (double hung, bronze frame) in Brentwood Common Townhomes, or be approved in writing by the Association before installation (see Architectural Standards).

**Combustibles.** Except those retail products sold exclusively for household purposes, an Owner or occupant may not store or keep explosives, combustible materials, or materials capable of spontaneous combustion anywhere on the Property, including within a Dwelling or garage.

**Entry Areas, Walkways, and Sidewalks.** Entry areas, walkways, sidewalks, and steps shall be kept clean, neat, and free of debris, boxes, canisters, trash receptacles, or any other extraneous items by the occupants using them. Feeding and water bowls for pets may not be left in these or any other outside areas, other than individual patio areas that cannot be viewed from a street or sidewalk.

**Antennas, Satellite Dishes, and Exterior Wiring.** No exterior antennas, aerials, satellite dishes, or other device for the reception of television, radio, satellite or other signals shall be placed, allowed, or maintained upon any portion of a Dwelling for which the Association is responsible to maintain unless it is impossible to receive signals from any other location. This Rule is not an attempt to violate the Telecommunications Act of 1996 (the "1996 Act"), as same may be amended from time to time. This Rule shall be interpreted to be as restrictive as possible while not violating the 1996 Act.

An Owner who subscribes to cable, internet, or satellite service is solely responsible for the cost and maintenance of the subscription and the associated equipment. No antennas or satellite dishes may be installed or affixed to any roof, any part of a balcony area, or on another Owner's deeded property, subject to the 1996 Act, as same may be amended from time to time.

**Window Air Conditioning.** No window heating or air conditioning unit shall be installed within any Dwelling or Common Areas.

**Pest Control.** Owners and their tenants are solely responsible for pest control inside their Dwellings. No Owner shall allow or suffer the infestation of the Dwelling by pests, insects, rodents, or other vermin. Failure to follow the foregoing, or the failure to report such infestation to Management as soon as the Owner is aware of same, will render such Owner liable for all costs and expenses incurred to eradicate such infestation.

**Leaks.** Owners and tenants are responsible for promptly repairing any plumbing leaks, condensation overflows, or runoffs in their Dwelling or on their patio, and maintaining all plumbing, plumbing fixtures, and liquid containing, handling, or generating devices in good condition. An Owner is fully liable for any damages caused to any portion of the Property by water or other leaks or condensation originating from the Owner's Dwelling, patio, or balcony, including those from plumbing lines, plumbing fixtures, or any other items that contain, use, or generate water or other liquids. Owners are responsible for paying for all damages and repairs to adjacent Dwellings, buildings, Common Areas, or Facilities caused by leaks, condensation, or spills of water or other liquids emanating from their Dwellings or patios. Each Owner's insurance policy should supply coverage for all such damage and repairs. The Owner of the Dwelling in which the leak originated is responsible to promptly (within thirty (30) days of demand) reimburse the Association for all the Association's cost for such repairs, including a reasonable coordination and supervision fee. In the case of a roof leak or leaks reported to the Association by an Owner, the Association will contract for the associated repair. The Association is not responsible for interior damage or damage caused to

an Owner's contents, fixtures, and personal property (including, but not limited to floor and wall coverings, cabinets, countertops, drapes, blinds, light fixtures, and appliances) due to a roof leak or leaks, unless the cause of the damage was due to Association negligence. Owners should insure their contents, fixtures, and personal property against water damage. An Owner shall, upon discovery, report to the Association any leak, break, or malfunction in any part of the Property which the Association has a duty to maintain.

**Water Cut-Off.** Except in the case of an emergency, no person may interfere with or interrupt the Property's water/sewage/drain lines, including water supply lines to an individual Dwelling, without the prior knowledge and approval of the Owner or occupant and the Association.

**Frozen Water Pipes.** During periods of predicted below freezing temperatures, Owners and occupants will perform all necessary and proper precautions to prevent water pipes from freezing. It is the responsibility of all Owners or occupants to remain aware of local weather changes and take proper precautions. Failure to do so shall be considered a negligent act which shall subject the Owner or occupant to claims for damage.

**Trash.** The Association shall supply Owners and occupants with refuse dumpsters and associated service of same. Refuse valet service from outside of each residence to appropriate dumpsters is a traditional benefit and not a requirement; thus, the Association may cease provision of the benefit according to Property maintenance needs.

Trash, rubbish, and debris shall not be left or deposited (even temporarily and even if in containers) in or on any Common Areas, patios, or balconies. Boxes must be flattened before they are placed in the dumpster or recycling container. Boxes which are not flattened will be returned to the Owner's Dwelling. Discarded furniture, mattresses, appliances, electronic equipment (such as computers and microwaves), hazardous materials, and building materials (e.g., floor coverings, sheetrock, studs, cabinets, plumbing fixtures) must be removed from the Property by the discarding Owner, tenant, or contractor. Such items may not be discarded in or beside Property dumpsters. When disposing of refuse in contracted dumpsters, Owners and occupants must close and secure dumpster enclosure gates.

Owners and occupants must bag (bags must be tied closed) garbage to be collected and placed adjacent to the Owner's or occupant's garage in a manner that does not obstruct Common Areas on the designated trash collection day (except for recognized holidays) between the hours of 4:00 am and 10:00 am. Bagged garbage may be placed in an Owner or resident supplied garbage receptacle only if it has a securable lid. Lids should be secured before placing the receptacle outside for pickup by the valet. Garbage receptacles must be kept clean to prevent insect infestations. Owner supplied garbage receptacles may only be placed outside next to garages, or in utility niches from 4:00 am until 10:00 pm on refuse collection day(s). Garbage receptacles may not be stored in utility niches, even if utility boxes/meters are not installed in the utility niche. Loose garbage and individual grocery sacks will not be collected. Owners and occupants must place refuse that is infested with maggots or other insects in the proper dumpster. Violation of this Rule shall subject the Owner or occupant to fines.



Owners and occupants shall place their recycling containers outside of their garages on the designated recyclable collection day between the hours of 4:00 am and 10:00 am. Recycling containers may only be placed outside next to garages, or in utility niches from 4:00 am until 10:00 pm on refuse collection days. Only recyclable materials per the specifications and/or ordinances of the City of San Antonio may be placed within recycling containers (see sticker on the recycling dumpster for acceptable items). Blue recycling bags may be used provided the tie is closed but unknotted so the Valet may easily discard the contents of the bag into the recycling dumpster and place the empty bag in the garbage dumpster.

Items banned from being placed in the dumpsters include, but are not limited to, tires, toxic chemicals, hazardous materials, paint, thinners, solvents, household furniture, excessively large items, construction debris, and refuse from businesses. Hazardous and highly flammable material (e.g., gasoline, kerosene, propane) shall not be disposed of in Association contracted dumpsters.

Refuse may not be left anywhere on the Property other than in designated receptacles. Owners may not place lit or smoldering items, including cigarettes, in such designated refuse receptacles. Owners may not store refuse inside or outside the Dwelling in a manner that may permit the spread of fire, odors, or seepage, or attract animals or insects.

Owners must privately arrange for removal of discarded furnishings or any unusually large volume of refuse.

**Occupancy.** Occupancy of a Dwelling and the use of the Common Areas by any Owner or tenant and his/her guests and invitees at any time will be limited to one single family per Dwelling or such other limit per the Code of Ordinances for the City of San Antonio or lease agreement, whichever is more restrictive. It is not the intent of this provision to exclude from a Dwelling any individual who may so remain pursuant to any state or federal law. If it is determined that this provision violates any law, this provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

**Leases.** Owners who lease their Dwellings are encouraged to use the most recent Texas Apartment Association lease form. Leasing of Dwellings is permitted only if: (a) the lease is in writing; (b) a copy of the current Governing Documents of the Association are provided to an Owner's tenant by the Owner at the initiation of the lease term; (c) the Dwelling is not leased for hotel or transient purposes or for a period of less than six (6) months; and (d) the Dwelling is not being leased to registered sex offenders or persons receiving public housing assistance. All lease agreements must expressly state that the tenant's leasehold and right of occupancy of the Dwelling is subject to the provisions of the Declaration, rules and regulations, Bylaws and Association-adopted policies and that the mere execution of the lease for a Dwelling by the tenant subjects the tenant to all pertinent restrictions contained in the Governing Documents to the same extent as if the tenant were an Owner; provided that notwithstanding the foregoing or any provision of the lease between the Owner of a leased Dwelling and a tenant, such Owner shall not be relieved of any obligation under the Governing Documents and shall remain primarily liable thereunder.

**Suspension of Use of Common Areas.** The Board or the Manager may deny any tenant and their guests the use of the recreational facilities and/or Common Areas during the pendency of any suspension resulting from an ongoing violation of the Declaration or these Rules.

**Children.** Residents and their guests must always be diligent and vigilant in supervising their children.

**Common Areas.**

**Use.** Each area on the Property may be used only for its intended and obvious purpose. Access may not be hindered or obstructed.

**Grounds.** Unless the Board announces otherwise in writing, Owners and occupants may not use, abuse, add to, or remove items from any landscaped areas, lawns, planting beds, and/or plant materials located on the Common Areas.

**Walkways and Sidewalks.** No item or object of any type may be stored, placed, or kept by an Owner, occupant, or tenant anywhere on the Common Areas. No Owner or occupant shall obstruct walkways, entrances, sidewalks, or any other Common Area.

**Landscaping.** No one shall harm, mutilate, alter, litter, uproot, or remove any of the landscaping on or within the Common Areas and other areas which are the responsibility of the Association to maintain, repair or replace, or place/affix/install any planters, statues, fountains, ornamental objects, or artificial plants on the Common Areas. Digging, planting, pruning, or climbing in any landscaped areas is prohibited pursuant to the Declaration, Section 8.11, Use of Open Areas.

**ARCHITECTURAL STANDARDS** – Architectural standards are standards that regulate an Owner's ability to install improvements and modifications to the Owner's Dwelling. Maintaining a consistent and harmonious neighborhood that is architecturally and artistically pleasing confers a benefit on the Owners by supporting and enhancing the value of their properties. The preservation of the aesthetic quality and property values within a community is recognized by courts as an important function of a subdivision association.

**Decorations.** Exterior decorations are prohibited except for one decorative wreath per door or temporary holiday-appropriate decorations. This Rule is not an attempt to violate Chapter 202.018 of the Texas Property Code or any successor statute. Exterior holiday decorations may be installed no earlier than 30-days before the holiday and must be removed no later than 10-days after the holiday. A doormat's design shall not contain elements which would offend reasonable people as determined in the discretion of the Board or Architectural Committee. Statues, benches, decorative flags, or other adornments placed outside of a Dwelling's patio are not grandfathered and are prohibited unless approved following compliance with the appropriate Architectural Control requirements below.

**Window Coverings.** Exterior windows shall only be covered by any hue of white, brown, or black shades, blinds, plantation shutters, or drapes (drapes may be another color if the backing or lining facing outside is a shade of white, brown, or black). Shades, blinds, plantation shutters, and drapes must be in good repair and properly hung. No foil, reflective film, signs, stickers, appliqués, or other

objectionable (in the sole and absolute discretion of the Board) items shall be attached, affixed to, or placed in or next to any window or sliding glass door. A non-adhesive heat control film may be applied to the interior side of windows. Owners must promptly remove, replace, and/or repair any window covering that is in disrepair. Burglar bars, exterior shutters, or storm/screen doors may not be installed on windows or doors without prior written approval of the Board as to their design, color, and method of installation. Interior shutters and/or adhesive film installed before February 2015 that do not meet the standards above are approved until such time as they are replaced or in disrepair.

**Drying Items Outside of Dwellings.** No clothes, towels, rugs, or other items may be hung anywhere outside, e.g., on patio or balcony railings, on shrubs, or from tree branches. All such items must be dried inside the Dwelling, individual patio area, or garage. No clothesline or similar device shall be affixed to or used in connection with any Common Areas or any area that can be seen from a street or sidewalk.

**Storage of Property in Patio Areas or on Balconies.** Storage of property on or in patio areas or balconies which can be seen from streets or sidewalks is prohibited. Nothing may be hung on the railings or fences or from the soffits above the Dwelling's patio area or balcony. Any in-ground planting areas or container plants installed in patio areas must be kept well-maintained, weed-free, and properly pruned and may not be visible from streets or sidewalks. The only objects allowed on top of exterior patio walls are pots containing healthy plants. Pots must be of a solid gray, brown, terra cotta, or dark green color and may not be wider than the top of the wall or so tall as to present a safety hazard. If the weight of pots placed on the top of exterior patio walls is found by an expert to have caused damage to the wall, the Owner is responsible for the cost of repair performed by a contractor selected and hired by the Association. Owners must remove dead plants or dead portions of plants from visible patio areas. Owners are responsible to promptly pick up any and all fruit, leaves, flowers, branches, or other debris that fall from trees or bushes on their Dwelling's patio area onto the Common Areas. Owners are solely liable for any injury or damage caused by or resulting from such items falling onto the Common Areas.

**Flags and Banners.** Only flags of the United States, State of Texas, and United States Military service branches may be flown outside of the Dwelling and only on the garage side of the Dwelling year around. Owners may fly the United States Flag and/or display stars and stripes banners and flags on the front side of the Dwelling on Memorial Day (observed), Independence Day, Veteran's Day, and Flag Day. Authorized flags flown may not exceed three (3) feet by five (5) feet in size. Owners must promptly remove tattered flags. Garden flags are prohibited as of the recording date of these Rules.

**Signs.** For Sale or For Rent signs may not exceed five (5) square feet and are limited to one (1) per Dwelling installed in front of the listed property. Owners may display ground-mounted political signs not to exceed four (4) feet by six (6) feet ninety (90) days before an election and up to ten (10) days after the election for which the sign pertains. Ground-mounted political signs may only be placed on the Owner's property and may not include language, graphics or any display that would be

offensive to the ordinary person. Owners are encouraged to limit placement of political signs to the planting bed in front of their houses. An agent of the Association may remove, without notice, and dispose of any signs in violation of this Rule. Reference is made to Section 8.6 of the Declaration and Texas Property Code Sec 259.002.

**Rain Barrels.** The installation of rain barrels and/or rain harvesting systems in an area that is visible from streets or sidewalks is prohibited.

**Solar Energy Devices.** The installation of a solar energy device requires the prior written approval of the Board after the Architectural Control Committee (the "ACC") recommendation. The Board may not withhold approval if these Rules are met or exceeded, unless the ACC determines in writing that placement of the device as proposed constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The written approval of the proposed placement of the device by all Owners of property adjoining the Lot in question constitutes prima facie evidence that substantial interference does not exist. A solar energy device is not permitted anywhere on a Lot except on the roof of the Dwelling Unit or other permitted structure on the Lot or patio within the Lot. A solar energy device mounted on the roof of the Dwelling Unit may not extend higher than or beyond the roofline; must conform to the slope of the roof and have a top edge that is parallel to the roofline; must have frames, support brackets and/or visible piping or wiring that are silver, bronze or black tone, as commonly available in the marketplace; and must be located on the roof as designated by the Board unless an alternate location increases the estimated annual energy production of the device by more than ten percent (10%) above the energy production of the device if located in the area designated by the Board. For determining estimated annual energy production, a publicly available modeling tool provided by the National Renewable Energy Laboratory will be used. If the Association determines that maintenance to a roof on which a solar energy device has been installed is required, the Owner is required to remove and replace the solar energy device at Owner's sole expense in order to provide the Association access to the roof. Owners are responsible for all damage to their Dwelling Unit's roof or any adjoining roof that suffers damage as a result of Owner's installation of a solar energy device. A solar energy device located on a patio may not be taller than or extend above the walls or fence enclosing the patio. A solar energy device may not be installed on a Lot in a manner that voids material warranties. A solar energy device is not permitted on a Lot if, as adjudicated by a court, it threatens the public health or safety or violates a law.

**Generators.** A Standby Electric Generator may not be installed on a Lot unless an application therefor is first submitted to the ACC and approved in writing by the Board as to compliance with the provisions of this Section. The submission of plans must include a completed application for ACC review, a site plan showing the proposed location of the Standby Electric Generator, the type of screening to be used, and a copy of the manufacturer's brochures. The Board may not withhold approval of a Standby Electric Generator if the proposed installation meets or exceeds the provisions set forth in this Section, and, if visible, the Standby Electric Generator is screened in the manner required by the Board.

1. **Requirements.** The installation and operation of a permanent Standby Electric Generator on a Lot is permitted, subject to the prior written approval of the Board and compliance with the following requirements:

- a. a Standby Electric Generator must be installed and maintained in compliance with the manufacturer's specifications and applicable governmental health, safety, electrical, and building codes;
- b. all electrical, plumbing, and fuel line connections for a Standby Electric Generator must be installed by a licensed contractor;
- c. all electrical connections for a Standby Electric Generator must be installed in accordance with applicable governmental health, safety, electrical, and building codes;
- d. all natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections for a Standby Electric Generator must be installed in accordance with applicable governmental health, safety, electrical, and building codes;
- e. all liquefied petroleum gas fuel line connections for a Standby Electric Generator must be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes;
- f. a nonintegral Standby Electric Generator fuel tank must be installed and maintained to comply with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes;
- g. a Standby Electric Generator and all electrical lines and fuel lines relating to the Standby Electric Generator must be maintained in good condition;
- h. a deteriorated or unsafe component of a Standby Electric Generator, including electrical or fuel lines, must be repaired, replaced, or removed; and
- i. periodic testing of a Standby Electric Generator shall be in accordance with the manufacturer's recommendations, and shall occur not more than once a week, excluding Sundays, between the hours of 10:00 a.m. and 4:00 p.m.

However, in the event the preferred location either (i) increases the cost of installing the Standby Electric Generator by more than ten percent (10%) or (ii) increases the cost of installing and connecting the electrical and fuel lines for the Standby Electric Generator by more than twenty percent (20%), the Standby Electric Generator may be located on the Lot in a position that complies as closely as possible with the preferred location without violating either (i) or (ii) herein.

1. **Screening.** If a Standby Electric Generator is:

- a. visible from the street in front of the Dwelling Unit on the Lot on which it is located,

b. visible either from an adjoining Lot or from adjoining property owned by the Association,  
or

c. located on the patio of the Lot that is fenced and is visible through the fence either from an adjoining Lot or from adjoining property owned by the Association,

the Owner will be required to screen the Standby Electric Generator in a reasonable manner as determined by the Board.

1. **Non-Payment for Utility Service.** A Standby Electric Generator may not be used to generate all or substantially all of the electrical power to a Dwelling Unit, except when utility-generated electrical power to the Dwelling Unit is not available or is intermittent due to causes other than non-payment for utility service to the Dwelling Unit.

2. **Property Owned by the Association.** No Owner may install or place a Standby Electric Generator on property owned or maintained by the Association.

3. **Non-Compliance.** The installation of a Standby Electric Generator that is not in compliance with the provisions of this Standby Electric Generator Policy will be considered a violation of the Dedicatory Instruments governing the Subdivision.

**Storage of Property in Common Areas.** No items may be stored temporarily or permanently on or in sidewalks, driveways, parking areas, vehicles parked in Common Areas, or any other Common Areas. Large plant containers on driveways are permitted if approved by the Board. Large plant containers on driveways installed before February 2015 are approved until replacement becomes necessary. Board approval is required before replacement of existing plant containers.

**Architectural Control.** Any item that can be seen from streets or sidewalks must meet Architectural standards. Unless specifically addressed in these Rules, Owners must send a written request to install, remove, or modify any item before any such item is installed, removed, or modified. Reference is made to Section 5.1 of the Declaration. Owners shall send the request to the Manager who will send the request to the ACC for consideration. An ACC member will contact the Owner and schedule a time to view/discuss the request. If the ACC determines that the plans conform to the terms of the Declaration, the ACC will contact the Manager to schedule an inspection to ensure that no areas for which the Association is responsible will be compromised. The ACC will then provide a recommendation for approval or denial to the Board. The Owner will receive a decision regarding approval or denial within forty-five (45) days of receipt of the request. If forty-five (45) days have passed without issuance of a decision, the request is automatically approved. Replacement of a preexisting structure, including in the patio areas, is considered to be a new improvement and requires prior approval before installation. Height restrictions as to visibility from the exterior will be enforced.

**SECURITY, SAFETY, AND LIGHTING** – Each Owner and occupant is responsible for his/her own security and the security of his/her family, guests, tenants, and invitees. Owners and tenants should promptly report any observed Common Area lighting problems, perceived hazardous conditions, maintenance issues, and any other observed Common Area issues to the Manager.

**Criminal Activity.** Tampering with water, lighting, timers, sprinklers, pool equipment, or other Common Areas is prohibited. Owners, occupants or tenants, and their guests, visitors, and invitees, may not use the Dwelling for unlawful activities. Each Owner, occupant and tenant shall follow applicable laws and regulations of the United States and State of Texas, and comply with all ordinances, rules, and regulations of the City of San Antonio and County of Bexar, Texas. An Owner, occupant, or tenant who violates this provision shall hold the Association and other Owners and occupants harmless from all claims, fines, penalties, costs, and prosecutions for such person's violation or noncompliance with this provision.

**Outdoor Cooking Equipment and Fire Pits/Chimineas.** Outdoor cooking equipment, fire pits, chimineas, or any open flame receptacles are not permitted on balconies and are not permitted within ten feet (10') of the building on ground floor private patios and the Clubhouse patio, except for electric grills.

**Non-Motorized Containers.** Non-motorized containers (e.g., construction dumpsters, moving and storage containers, towable trailers) are prohibited on Brentwood Common Townhomes Property without prior approval from the Board of Directors or Management. Approval will only be granted for containers to be placed on Wexford Street next to the curb on the east side of 8903 Wexford or on Wickfield next to the curb on the west side of 8902 Wickfield. In addition, approval for said containers shall not exceed five (5) consecutive days.

**Mailboxes.** The Board has the exclusive right to choose the type, size, location, and signage on mailboxes. Mailbox locks and keys are the Owner's responsibility. Names are not permitted to be placed on the outside of mailboxes and may be removed by the Manager, or those under Management's direction, without notice. Neither the Board nor the Manager have keys to the mailboxes.

**Fire and Safety.** No person may use, tamper with, pry open, or change any fire or safety equipment on the Common Areas, including alarms, extinguishers, monitors, and self-closing doors/gates.

**VEHICLES** – All dwellings have a minimum of a two-vehicle attached garage. Garages are intended for housing personal vehicles; thus, Owners are strongly encouraged to park personal vehicles in their garage.

**Repair and Maintenance.** Vehicles may not be water washed, serviced, or repaired anywhere on the Common Areas. Owners may vacuum the interiors and/or waterless wash their vehicles only within the confines of the Owner's garage. Vehicles that are in disrepair (e.g., expired registration/inspection, flat tires, broken windows and/or windshields, leaking fluids) or are

otherwise inoperable, are prohibited on the Common Areas. Any such vehicle that has not been removed from the Common Areas within forty-eight (48) hours after notice from the Manager or an authorized agent of the Association, will be towed at the Owner or operator's expense so long as the Owner or operator of the improperly parked vehicle has received actual notice from the Association that the vehicle will be towed at the Owner or operator's expense if it is not removed or the Association has given notice to the Owner or operator of the vehicle of the intent to tow by another method as authorized by Chapter 2308 of the Texas Occupations Code, commonly known as the Texas Towing and Booting Act. No vehicle parked on Common Areas may be advertised as For Sale. Removal or impoundment of a vehicle shall not create any liability on the part of the Association.

### **Parking.**

Parking spaces may be used for the parking of private passenger vehicles used for personal transportation and shall not be used for parking commercial vehicles, boats, personal watercraft, recreational vehicles, buses or trailers owned by a Brentwood Common Townhomes Owner, occupant, resident or tenant. No parking space may be used for the storage of more than two (2) vehicles per household, machinery, equipment, or other personal property. For purposes hereof, private passenger vehicles include automobiles, motorcycles, motorized bikes, station wagons, sport utility vehicles, minivans, and pick-up trucks not exceeding twenty-one (21) feet in length that are used for personal transportation. No vehicle may be parked in a manner that interferes with ready access to any entrance to or exit from the Property's parking space areas. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard in the Property's parking space areas. Curb parked vehicles may not be used for storage (e.g., appliances may not be left in the bed of a pick-up truck). Owners will remove standing water within twenty-four (24) hours from curb parked vehicles. Vehicles may not be left unattended in any driveway area or behind garages without prior permission from the Board. No vehicle may be parked, even temporarily, in fire lanes, or in any area specified as No Parking. Vehicles parked in these areas are subject to being towed pursuant to the provisions of these Rules. The Association has reserved marked parking spaces on Wickfield and Wexford streets for use only by guests and invitees of Owners. Owners and tenants shall not use the guest spaces to park their vehicles at any time, or for any amount of time, except for the duration of noticed Association meetings. Guests' vehicles parked overnight or for more than twenty-four (24) hours must display a guest parking pass in the front windshield of the vehicle. Guest parking passes are available in the clubhouse library.

Vendors, service providers, and emergency vehicles may park on any paved roadway space allowed for parking while performing the service for which hired and on the paved roadway next to an individually owned garage for active use of the vehicle. Vendors and service providers may park in guest parking provided the work for which they were hired is not performed in the guest parking area. Commercial vehicles are prohibited from overnight parking. Vendors, service providers, and emergency personnel will make every effort not to obstruct the roadway from passage. Vendors, service providers, and emergency personnel shall require the removal of vehicles as needed for



others to pass. Commercial vehicles or trailers used by Owners, residents, or their overnight guests may not park in any Common Areas at any time.

**RECREATIONAL FACILITIES** – Brentwood Common Townhomes' recreational facilities consist of the Clubhouse (minus the office space), the Clubhouse Patio Area, and the Pool. Recreational facilities are for use by members who are current on assessments and their guests. Recreational facilities may not be used for any commercial purpose. Members may reserve the Clubhouse for private functions throughout the year. Members may reserve the Clubhouse for their tenants if the tenants are under a written lease agreement. In such case, the Member shall bear all responsibility for the actions and behavior of their tenants and the tenants' guests. Members may reserve the Clubhouse Patio Area in conjunction with a Clubhouse reservation from the Saturday after Labor Day through the Thursday before Memorial Day (observed). Guests of Members may not reserve any recreational facility. The Pool area may not be reserved at any time for any purpose. Pets (except registered service animals) may not enter any recreational facility at any time. Owners will pay all costs plus a twenty percent (20%) service fee for the cleanup, repair, and damage to recreational facilities that are caused by Owners and their families, tenants, or guests. The Association is not responsible for lost, stolen, or damaged articles.

**Clubhouse.** Owners in good standing and tenants may use the Clubhouse if it is not reserved. Owners and tenants must leave the Clubhouse and kitchen in a clean state; shall not remove anything from the kitchen or refrigerator that does not belong to them; shall lock/secure all doors upon departure; shall ensure all lights and fans are turned off upon departure; and shall ensure the air conditioning is set at 85 degrees Fahrenheit or the heat is set at 65 degrees Fahrenheit, depending on the season. Furniture (includes folding tables and chairs) may not be placed outside, including the Patio area. Owners in good standing may reserve the Clubhouse for private functions by contacting Management; completing the Clubhouse Usage Agreement; and paying the deposit and rental fee at least seven (7) days before the date of the private function.

**Clubhouse Patio Area.** The Clubhouse Patio area may not be obstructed at any time for any purpose. Members who have reserved the Clubhouse Patio area in conjunction with the Clubhouse must allow others access to and from the Pool area. Clubhouse Patio area gates may not be propped open by Members or their guests. The Board of Directors may allow gates to be propped open for entry into and exit from the Clubhouse during the Annual Meeting of the Membership. Clubhouse Patio area furniture may not be moved outside the Clubhouse Patio area.

**Pool Area.** The pool may only be used by Owners, tenants of Owners, and the families and guests of Owners or their tenants. The following rules apply to everyone in the pool area:

There is no lifeguard. ALL PERSONS USE THE POOL AT THEIR OWN RISK. Owners are responsible for the safety of their guests and family members.

Non-swimmers and/or non-competent swimmers must be accompanied within arm's reach by a responsible parent, guardian or adult who is a competent swimmer and is taking direct responsibility for them. All incontinent individuals must wear appropriate waterproof clothing, such as swim

diapers or swim pants. Residents and their guests must always be diligent and vigilant in supervising and watching their children in the pool area.

No more than four (4) guests per Dwelling are allowed in the pool area absent prior permission of the Board.

No glass containers are allowed in the pool area at any time.

No food may be served or eaten in the pool area at any time.

No animals are allowed in the pool area at any time except for registered service or approved assistance animals. Registered service animals and assistance animals are not allowed in the pool.

No horseplay, diving, running, shouting, loud noises, or dangerous, lewd, offensive, threatening, or obnoxious conduct is allowed in the pool area at any time. No profane, discriminatory, or other language unacceptable to reasonable members of a civil society, or garments displaying such language are allowed. Swimmers and sunbathers must wear proper attire. Altered clothing (e.g., cutoffs) is prohibited in the pool.

No trash, rocks, cans, bottles, food, or other such items may be thrown, placed, or discarded into or around the pool.

No musical instruments, radios, TVs, stereos, or other noise making devices are allowed in the pool area, except those being operated with personal headphones, so as to not disturb others at the pool area or in surrounding houses.

Chairs, coolers, or other such items may not be placed in such a manner that would obstruct movement around the pool area. Individuals should not sit or lie in areas that would impede movement around the pool area.

No person is allowed in the pool before 7:00 am or after 10:00 pm. No person who is ill or intoxicated may use the pool.

Safety equipment is to be used only when needed for an emergency.

The pool area gate may not be propped open or otherwise made inoperable, even temporarily.

Those using the pool area are responsible to clean up after themselves, replace any furniture, and close the umbrellas.

**BEST INTERESTS OF THE ASSOCIATION** – Owners and their tenants will refrain from actions that would be contrary to the overall interests of the Association, including any action that would cause the Association damage, incur unnecessary expense, liability, or anything that would diminish the quiet enjoyment, safety, security, value, or quality of life at the Property. These actions include, but are not limited to, the following:

**Nuisances.**

No unsafe, lewd, offensive, threatening, disturbing, or illegal activity is allowed on the Property. This prohibition includes the use of profane, vulgar, or otherwise crude language. Signs, or any other items that have profane, vulgar, or otherwise crude language or images may not be placed anywhere in the Common Areas of the Property, nor are they permitted be visible along the Property's curbs and sidewalks. Meetings, gatherings, or other activities that, in the judgment of the Board, would be

considered disturbing, and/or objectionable to other residents, and which might reduce the value and quality of living at the Property, are not permitted. No Owner or tenant may do anything that will increase insurance rates for the Association; cause the Property to be uninsurable; or cause any insurance policy covering the Property to be canceled or suspended. Solicitation, canvassing, panhandling, and unwelcome requests to borrow money, tools, food items, vehicles, or other items from residents of the Property or their guests is prohibited. Operating a motor vehicle recklessly, dangerously, or above ten (10) miles per hour on the Property is prohibited. Team sports are not permitted anywhere in the Common Areas. Playing in the parking lots is prohibited. Bicycles, tricycles, scooters, skateboards, skates, etc., may not be used in the parking areas or on the sidewalks, and may not be left unattended at any time. Climbing trees is prohibited. Climbing on buildings, fences, or roofs is prohibited except by qualified and duly insured repair persons or as otherwise authorized by the Association.

Owners and their tenants and guests will not play electronic devices, musical instruments, or other noise-making devices anywhere in the Common Areas and may not play such devices in the Dwelling at a level that may be heard in adjacent Dwellings or outside the Dwelling. Owners who prefer or have a need to play their entertainment devices at loud volumes should use headphones so as not to disturb others. Yelling or loud vocalizations in the Common Areas or inside Dwellings at levels that can be heard outside the Dwelling are prohibited.

Owners and their tenants, guests, invitees, and/or contractors shall not create noxious or unpleasant odors that are noticeable in the Common Areas or in other Dwellings.

**Interference with the Board, Manager, or Contractors.** Owners and tenants are not permitted to instruct, supervise, reprimand, directly criticize, distract, disturb, photograph or film for the purpose of publicly posting, or in any way interfere with contractors, workmen, or others working under the direction of the Board or the Manager. Owners and tenants shall not interfere with, publicly make negative inferences about, circumvent, countermand, undermine, or work against the Board or the Manager in the Manager's efforts to fulfill the Board's directives or the Manager's responsibilities per the Management contract with the Association. If any Owner is dissatisfied with or otherwise concerned about the activities of contractors, workmen, or others working under the direction of the Manager, they should report their concerns to the Manager. If any Owner is dissatisfied with or otherwise concerned about the activities of the Manager, they should report their concerns to the Board. Tenants should report such concerns to their Landlord who, in turn, may report them to the Manager or the Board.

**Garage and Estate Sales.** Garage, yard, moving, rummage, tag, junk, and attic sales are prohibited. Estate Sales are permitted under the following conditions: (1) Sales may be conducted for a period of two (2) consecutive days. (2) A professional estate management company must conduct sales. Residents or heirs may not host their own sale. (3) Only items currently in the house may be sold. No items from any outside source may be brought in for the sale. (4) Parking must be regulated. No parking is permitted behind garages or on Brentwood Common Townhomes' streets, which include Wickfield, Wexford or Wadsworth. Fifteen (15) minute loading is permitted behind the garage of the

house holding the sale. Parking must be enforced by a member of the professional estate management company or a security officer. (Refer to Section 8.4 of the Declaration.) If the parking restrictions are not being enforced, the Association will contact its Security officer to enforce the parking restrictions and the Owner will be billed at an hourly rate for such enforcement.

**Animals.** Notwithstanding anything in these Rules to the contrary, nothing in this section shall prohibit the harboring of service animals, or any other type of animal otherwise permitted by federal and/or state law regardless of the animal's size or type. Subject to these Rules, an Owner and tenant with Owner's consent, may keep in a Dwelling up to two (2) household pets (other than aquarium fish). Permitted household pets are limited to domesticated dogs (gentle in disposition), cats, caged birds, and aquarium fish. If required by any law, ordinance, government rule or regulation, pet(s) must be appropriately vaccinated (to include rabies) and licensed through the proper municipal or city department. Any permitted pets must conform to all applicable animal control ordinances and laws. A permitted pet must reside inside the Dwelling and may not be kept in a visible patio area, on a balcony, or in a parking space. No Owner may confine a pet to a visible patio area or on a balcony area when the Owner is absent from the Dwelling, and balcony areas may not be used as living space for a pet. Pets are not permitted to be kept or stored in garages or parking areas at any time.

No Owner or tenant may keep a dangerous or exotic animal, trained attack dog, or any other animal determined by the Board in its sole and absolute discretion to be a potential threat to the well-being of people or other animals. No animal or house pet may be kept or bred for any commercial purpose. Prohibited animals belonging to guests, friends, or relatives of Owners or tenants are not permitted on the Property, even for short visits or temporary stays. Any animal which is considered a dangerous animal, in the sole and absolute discretion of the Board, will be, upon action taken by the Board, permanently removed and prohibited from the Property. Any animal which is considered a dangerous animal by any governmental authority is prohibited from entering or being kept on the Property.

All pets must be leashed or carried while on the Common Areas. No pet may be leashed to a stationary object in the Common Areas. No pet is allowed, at any time, in the recreational facilities unless such pet serves as an aid to a disabled person.

Pets must be kept in a manner that does not disturb other Owners' rest or peaceful enjoyment of their Dwelling or the Common Areas. No pet may be allowed to bark, howl, whine, screech, or make other loud noises for extended or repeated periods of time. Owners must keep their Dwellings in a sanitary condition and free from fleas, pet parasites, and noxious pet odors.

Owners are responsible for any property damage or disturbance such Owner's or tenant's pet may cause to the Common Areas. An Owner who keeps a pet at the Dwelling is deemed to indemnify and agrees to hold harmless the Board, the Association, and other Owners and tenants, from any loss, claim, or liability of any kind or character resulting from any action of such Owner's pet or arising by reason of keeping or maintaining the pet at the Dwelling.

Pet owners shall remove their pets' solid waste from the Property. Pet owners are responsible for immediately cleaning up after their pet should the animal defecate while being walked in the

Common Areas or when on or in outside a Dwelling's balconies and patios. Used cat litter must be properly contained and disposed of only in a Property garbage dumpster. The Board may levy a fine against a Dwelling and its Owner for violations of this provision.

If an Owner or such Owner's pet violates these Rules, or if a pet creates a nuisance, odor, or unreasonable disturbance, the Owner or person having control of the animal shall be given a written notice by the Manager to correct the problem. After the first written warning, a fine shall be levied pursuant to the Association's fining policy. If violations repeatedly occur, the Owner, upon written notice from the Manager, must permanently remove the violating animal within fifteen (15) days of notice.

Any complaints about pets or Owners violating these Rules must be made in writing to the Manager and should include a photo, if available, and must name the type and date of infraction, and be signed by the witness to the infraction.

Association vendors and contractors are prohibited to walk or care for owners' pets. Owners shall not ask Association vendors or contractors to help them with their pets. Emergency situations requiring help will be left to the sole and absolute discretion of the Manager.

Pet owners are strongly encouraged to make provisions for their pet(s) in the event of death, incapacitation, or absence. If the Association becomes aware that a pet has been left unattended in a Dwelling Unit or anywhere on a Lot for an unreasonable period of time as determined by the Board in its sole discretion, the Association may contact the appropriate Animal Control agency and/or law enforcement to address and resolve the issue.

### ***REGULATIONS***

**Intent.** The above-stated Rules, in addition to the Association's additional Governing Documents and dedicatory instruments, are intended to establish restrictions which will enable Owners to have quiet enjoyment of their properties while also enhancing the Association's property values. For a rule to have impact, there must be consequences for violations; thus, fines for infractions are necessary.

**Compliance.** Each Owner shall comply with the provisions of the Governing Documents and any other policies or regulations adopted by the Board, as they may be supplemented and revised from time to time. Additionally, each Owner and occupant is responsible for ensuring compliance with the Governing Documents by all persons using or occupying such Owner's Dwelling, including families, tenants, and their invitees and guests.

Each Owner and occupant must comply with the Posted Rules and the Temporary Rules. The Posted Rules and the Temporary Rules are incorporated into these Rules by reference.

If an Owner seeks a waiver or variance to a Declaration restriction or Rule, the Owner must submit a written application to the Board requesting said waiver or variance. The Board will consider such request and respond to the Owner per the procedure outlined in the Governing Documents. Applications shall be approved or denied in writing and may be conditioned or otherwise limited.

The Association has the right to enforce these Rules against any Owner, occupant, tenant, family member and their invitees and guests on the Property.

Notwithstanding anything in these Rules to the contrary, the Board of the Association shall be entitled, in the event of an emergency, to take any such actions as are reasonably necessary to preserve the life, health, and safety of Owners, and other persons on or near the Brentwood Common Townhomes and/or Property and to prevent damage or destruction of the Brentwood Common Townhomes and/or Property.

#### **FINES AND DAMAGE CHARGES –**

The Board may assess fines against an Owner for violations of the Declaration or the Rules committed by an Owner, occupant, the Owner's tenant, or the Owner or tenant's family, guests, contractors, agents, and/or invitees. Each day of violation may be considered a separate violation, subject to an added fine, if the violation continues after written notice to the Owner.

The Board may assess damage charges against an Owner for financial cost or loss to the Association from damage or destruction to the Property or Common Areas by the Owner, the Owner's tenant, or the Owner's or the tenant's family, guests, contractors, agents, and/or invitees. **Types of Violations.** Violations of restrictions contained in the Declaration or Rules shall be identified as either curable or uncurable.

Curable violations are violations which can be rectified, such as parking violations, ongoing noise violations, or an architectural modification without approval.

Uncurable violations are one-time events for which it is not possible to give time to cure before a fine is levied, and include actions such as shooting fireworks, property damage, or having a garage sale. Uncurable violations also include those that pose a risk to the health and safety of other residents.

The Board will determine whether a violation is curable or uncurable.

#### **Fines.**

The fine for a curable violation is \$50.00 for the first occurrence that is not cured in the time allotted.

The fine for an uncurable violation is \$100.00. If the uncurable violation poses an obvious risk, in the Board's determination, to the health and safety of others, the fine is \$200.00.

The above fine amounts will be increased by one hundred percent (100%) of the original fine amount for each continued or repeated violation. For example: if the first fine for a violation of the rules is \$50.00, the second (2nd) fine for a continued or repeat violation will be \$100.00, the third (3rd) fine will be \$200.00, and so on. The amount of these fines may be revised from time to time by the Board. Such revisions are effective ten (10) days after the Board notifies all Owners in writing.

PROCEDURES –

The Manager is authorized to send notices to violators of the Declaration or the Rules to inform them of the potential of fines or damage assessments being levied against them if violations are not corrected by a specified date. The notice must be sent via Certified mail.

**Curable.** The procedure for assessment of fines and damage charges for a curable violation is as follows: The Manager will mail a curable violation notice to the Owner responsible for the violation which describes the violation or damage, states the amount of the fine, and informs the Owner that he/she may (1) cure the violation by a specified date and avoid a fine, (2) request a hearing before the Board pursuant to Texas Property Code 209.006 within thirty (30) days from the date the notice was mailed, and (3) have a right to relief under federal law, including the Servicemembers Civil Relief Act (SCRA), if the Owner is on active military duty.

**Uncurable.** The procedure for assessment of fines and damage charges for an uncureable violation is identical to the procedure for assessment of fines and damage charges for a curable violation except that the Owner will have no opportunity to cure the violation before a fine is levied.

**RETURNED CHECKS.** The charge for each returned check is the maximum NSF fee allowed by the State of Texas plus \$50.00, plus all bank charges incurred by the Association as a result of such returned check.

**FEES FOR SPECIAL SERVICES.** Fees chargeable to Owners for special services (such as furnishing resale certificates, eligibility certificates, and copies of information sent to mortgagees, etc.) shall be set by the Management Company. Such fees are payable to the Association.

CONTACT INFORMATION –

**Owners.** Owners shall keep the Association notified of the Owner's current mailing address. Owners are strongly encouraged to provide Management with telephone numbers (including home, work, cell phone numbers and email address), and the names, addresses, and telephone numbers for persons the Association should contact in the event of an emergency involving the Owner or the Owner's property. By providing such emergency contact information, the Owner authorizes the Association to discuss matters considered urgent or emergent in nature with such designated emergency contacts.

**Tenants.** Owners who lease their Dwellings shall keep the Association notified of current names, addresses, and telephone numbers (including home, work, cell phone numbers and email address) of the Owner's tenants.

CERTIFICATE OF SECRETARY

I hereby certify that as Secretary of Brentwood Common Homeowners' Association that the foregoing Rules and Regulations of the Brentwood Common Homeowners' Association were approved by not less than a majority of the Board members in attendance at a meeting of the Board of Directors of Brentwood Common Homeowners' Association duly called and held on the 5th day of February in the year of 2020, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business

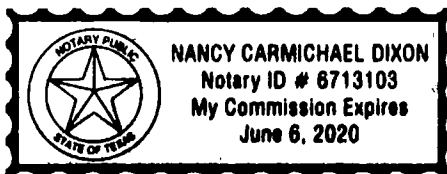
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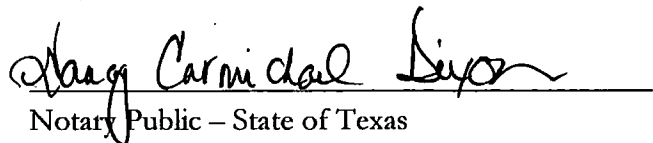
Print Name: Bridgette Jakob

Title: Secretary

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR   §

BEFORE ME, the undersigned notary, on the 5th day of February in the year of 2020, personally appeared Bridgette Jakob, the Secretary of Brentwood Common Homeowners' Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



  
Notary Public – State of Texas

AFTER RECORDING, RETURN TO:

Brady E. Ortego  
Roberts Markel Weinberg Butler Hailey PC  
4630 N Loop 1604 W, Suite 311  
San Antonio, Texas 78249



**File Information**

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**Total Pages:** 25  
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Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 2/7/2020 4:28 PM



*Lucy Adame-Clark*  
Lucy Adame-Clark  
Bexar County Clerk