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**BEAR CREEK MAINTENANCE ASSOCIATION, INC.
RULES, REGULATIONS AND POLICIES**

GENERAL

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The Bear Creek Maintenance Association, Inc. is a Texas Non-Profit Corporation governed by Association Declarations of Covenants, Conditions, and Restrictions filed of record in the Real Property Records of Harris County, Texas. These rules are made and adopted pursuant to the authority granted by the Declarations and pursuant to the authority granted to the Board of Directors in Section 201 through 204 of the Texas Property Code. These Rules, Regulations and Policies supercede all rules, regulations, and policies and are in addition to the Architectural Control Guidelines previously filed in the Real Property Records of Harris County, Texas.

The following Amended Rules, Regulations and Policies are Effective February 1, 2009 and are applicable to all Owners, tenants, families and guests. All Owners are responsible for the instruction and supervision of their children, tenant(s) and/or guests as to the provisions of all the Rules, Regulations and Policies, Bylaws, and Declarations and Owners must provide a copy of these documents to their tenant(s).

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I. POOL

The pool is only for owners, residents, and their guests. Owners/Residents are responsible for the conduct of their guests, tenants and their tenant's guests. Failure to comply with the following rules for the pool may result in suspension of a owner's/resident's use of these facilities by the Board of Directors and/or fines assessed to the owner's assessment account in the amount of \$25.00 per violation, after one written warning.

1. Noise and music will be kept at a reasonable level, and/or according to Harris County Ordinances. Call the Sheriffs Department if necessary, to control noise.
2. Pool hours will be posted by the Board of Directors. The pool gate is not to be left open under any circumstances at any time. Any person attempting to make use of the pool facilities outside of pool hours will be trespassing and the Sheriff may be called. Trespassers will be prosecuted.
3. Any cost due to damages to the property, gate, and/or fence will be billed to the Owner's account. This includes the pool, pool furniture, deck, and pool equipment, etc. Owners/Residents are responsible for the conduct of their guests.
4. No one admitted without a valid access card.
5. Guests must be accompanied by residents with a valid access card.
6. Only four (4) guests are allowed per household. All guests must be accompanied by an adult resident, and at least eighteen (18) years old, with a valid access card.
7. No running or rough play.
8. No glass containers or alcoholic beverages allowed in recreation area.
9. No person under eighteen (18) years of age allowed in the pool or recreation area after 10:00 p.m.
10. No loud music or excessive noise on any of the common areas of Bear Creek Maintenance Association, including the pool and recreation area. No music is allowed after 10:00 p.m.
11. All trash, paper, and debris must be put in trash receptacles upon leaving the pool and recreation area.
12. Coins and other objects, which may cause damage to the pool equipment, are not to be thrown into the pool.

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Do not allow anyone into the recreation or pool area without his or her access card. Do not use the EXIT button to allow anyone into the pool or recreation area. Each person or family group must enter using their own valid access card. Anyone found allowing individuals into the recreation or pool area without a valid access card will have their access card suspended for 30 days.

The Board of Directors may suspend a homeowner's access card to the pool and recreation area for 30 days, should a resident, tenant, family or guest fail to comply with the rules and regulations above.

Pool parties must be scheduled and authorized by the Management Company and are governed by the next section of rules. Delinquent Owners cannot have parties for themselves or their tenants until such delinquent owners' accounts are paid in full.

II. RECREATION AREA USE

1. In order to reserve the pool or recreation area for any function, a Recreation Area Reservation Form and Contract must be filled out and submitted. All reservations are to be arranged through the Management Company. All noted stipulations must be met before function will be approved, including provision of a \$200 deposit.
 - A. \$200 deposit refundable if pool and recreation area are cleaned & no damages.
 - B. All fees and charges are subject to change without prior notice.
2. Reservations are on a first-come, first-serve basis, must be made at least twenty-one (21) days in advance and will not be guaranteed until the completed contract and deposit are received.
3. Reserving Pool and Recreation Area for a party doesn't exclude its use to other owners/residents.
4. Noise and music will be kept at a reasonable level, and within Harris County noise ordinances. Call the Sheriff, if necessary. All parties must conclude by 12:00 a.m.
5. Post event cleaning shall include:
 - A. No trash or debris is allowed to be left in or around pool and recreation area.
 - B. Clean chairs and rearrange furniture back to original positions.

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6. Pool and recreation area must be cleaned immediately following the event. Failure to properly clean the pool and recreation area to its original, pre-use condition will cause the Association to clean it at the Owner's/Resident's expense and will be deducted from the deposit.
7. Violations may result in forfeiting deposit and/or suspension of Owner's/Resident's privileges at the discretion of the Board or Management Company.
8. Owners/Residents is responsible for all damages caused to the pool, pool equipment, pool furniture and any other recreational equipment. In the event of damages, they will be held financially responsible for the total amount of labor and materials required in order to restore the Association's property to its prior condition. In the event of damages to the Association's property, all repairs will be made by an authorized craftsman at the direction of the Board of Directors or their representatives and at no time will any repairs to the Association's property be made by the Owners/Residents. The Owners/Residents will be liable for the replacement of any such items found to be missing as a result of the after-use facility inspection.
9. Possession of a handgun or weapon under authority of the Texas Concealed Handgun Permit Law, Texas Civil Statutes, Article 4413 (29ee), is prohibited in the pool and recreation area. Violators will be prosecuted.
10. No alcohol is permitted at anytime in the common areas of the property including the pool and recreation area. No exception will be made at any time. Pool gate is to remain closed at all times.
11. Any violation of the pool rules will be subject to penalties as outlined in the Bear Creek Pool Rules as posted.
12. Any decorations used during a function must be removed without marking any of the building surfaces or damaging any community property in any way. The use of tape, tacks, nails or staples on the wall, floors or ceilings will result in at least a portion of the deposit being withheld. Masking tape temporarily applied to glass, plastic, wooden trim or a door surface is a normally acceptable method. All decorations and similar related materials will be made of fireproof material.
13. No equipment and/or other items brought into the facility by Owners/Residents will be allowed to damage floors, wall, ceilings or any other part of the facility.
14. Owners/Residents agree to follow the terms of the Recreation Area Reservation Form and Contract. Homeowner's maintenance assessments must be paid in full to date and must have no known deed restriction violations at their property.

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III. TRASH

Storage and Disposal of Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for garbage, refuse or trash. Trash, garbage, or other waste materials shall be kept only in sanitary containers constructed of metal, plastic, or masonry materials with sanitary covers or lids, or tied trash bags. Equipment used for the storage or disposal of such waste materials shall be kept in clean and sanitary condition and must be stored out of public view, except for trash collection days. No Lot shall be used for open storage of any materials whatsoever, where stored building materials are visible from the street, except for new building materials used in the construction of improvements erected upon any Lot. Stored building materials may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of ACC approved improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot, not to exceed seven (7) days.

1. Garbage may not be put out at the curb before 6:00 p.m. the day prior to collection. The empty garbage containers must be stored out of view the same day garbage collection occurs.
2. Additionally, see Garbage Company Policy for garbage collection specifications and schedules.

IV. GARAGE SALES

Garage Sales are limited to two (2) annually. The community provides advertising for two (2) community wide garage sales, one (1) each in the spring and fall. These sales are advertised in the local newspaper and signs at the entrances announcing the sales. Garage sales are limited to these two events, except when moving out of the community.

V. FIREWORKS

All fireworks are prohibited within the boundaries of the community due to extremely hazardous conditions. Adjoining patio type homes with zero lot line construction create an opportunity for fires caused by fireworks to spread rapidly from one property to the adjoining property.

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VI. PETS

Common household pets, only, are allowed in the subdivision provided such pets are not kept or maintained for commercial or breeding purposes, subject to the following:

1. Pet Owners are responsible for the immediate removal of wastes left by their pets anywhere off of their own property.
2. No animal shall be permitted to bark, howl or make other excessive noises, which may disturb other owners or residents.
3. The Associations' Bylaws and Harris County Ordinances require all pets to be on a leash and accompanied by their owner when outdoors.
4. No animal is permitted within the perimeter fencing of the Community Recreation Facility to include swimming pool, playground and tennis courts.
5. No livestock, poultry, or non-domesticated animals are permitted in the subdivision.
6. No more than three (3) domestic pets of any type are allowed per household.
7. Cats are to be controlled from roaming the neighborhood.

VII. PARKING

1. Parking or storage of boats, trailers, campers or commercial vehicles shall not be permitted unless such vehicles are fully concealed within a garage.
2. Vehicles, which are not in daily use off the premises during any seventy-two (72) hour period, are considered stored. (Unless resident is on vacation) All vehicles must have current registration and inspection stickers.
3. Inoperative vehicles and/or vehicles without current registration and inspection stickers are not to be stored in driveways or streets. All vehicles must be stored out of public view.
4. Major automobile repairs, other than the changing of fluids are not permitted to be performed in the driveways. Any other vehicle repairs must be conducted inside the garage out of public view.

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5. Owners/Residents are greatly discouraged from parking on streets. The street design in Bear Creek Maintenance Association, Inc. Section #14 makes parking on the streets a serious safety hazard.
- A. The Community Association will request and enforce a no parking zone on Green Trail Drive for Owners/Residents/Guests who have driveway or garage space that is not fully utilized. This includes Owners/Residents/Guests whose homes do not face Green Trail Drive. All are requested to refrain from parking on Green Trail Drive.
 - B. The adjoining streets in the community have all of the same hazardous conditions, which exist on Green Trail Drive, except for being a major thoroughfare. The adjoining streets are narrow and have a narrow curve, which were not designed to accommodate street parking. Therefore the Community Association will request and enforce a no parking zone on the adjoining streets. Owners/Residents/Guests who have driveway or garage space that is not fully utilized are requested to refrain from parking on the street.
 - C. Street parking on Green Trail Drive is especially hazardous. The street parking causes Owners/Residents/Guests to confront oncoming traffic to pass parked vehicles on the busy thoroughfare. Vehicles from surrounding communities regularly use Green Trail Drive as a shortcut. Many speed and do not stop for the community's stop signs, which further complicates the hazardous situation. Owners/Residents/Guests who park vehicles on the west side of Green Trail Drive make it even more dangerous by causing vehicles to weave in and out of oncoming traffic.
 - D. Because of reduced visibility, Owners/Residents/Guests are endangered when trying to exit their driveways, cross the street, etc., School Buses and Fire Trucks are hindered negotiating the streets. The Fire Department can move your parked vehicle in an emergency situation without notice to or permission from an owner as regulated by law. Any street which is blocked by parked vehicles, which would not allow access by a Fire Truck constitutes a safety hazard, which allows Fire Departments to move vehicles by whatever means necessary without regard or liability for damages to personal property in the performance of their duty. The parked vehicles have caused wrecks. Owners/Residents/Guests on Green Trail Drive are afraid to allow their children or themselves to spend time in their front yards because of the danger of vehicles being forced into their yards by vehicles attempting to negotiate the street lined by vehicles on both sides.

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VIII. COLLECTION POLICY

1. All annual assessments are due on January 1st and are deemed delinquent if not received thirty (30) days after the due date, at which time penalties and interest will be posted against delinquent accounts.
2. Forty-five (45) days after January 1st, all delinquent owners will receive a Late Letter from the Association requesting payment. An interest charge of 10% (per annum) will be posted to the owner's delinquent account, together with a \$25.00 administrative charge for the Late Letter. This letter will be sent by regular first class mail.
3. If no payment is made sixty (60) days after January 1st, a pre-lien demand will be sent to the owner requesting payment. This letter will be sent by certified mail, return receipt requested, and the delinquent account will have further interest charged, together with a \$25.00 fee for administrative charges to include the cost of the certified letter.
4. If no payment is made seventy-five (75) days after January 1st where the Board has determined an assessment delinquency is to be pursued, the Board may authorize legal action to prepare and record within County Records a written Notice of Lien. If a Notice of Lien is prepared, a copy of the same will be sent to the owner, contemporaneously with the filing of the Notice of Lien, together with an additional demand for payment in full of all amounts then outstanding within fifteen (15) days of the date of the letter. The owner will be charged for all related legal costs.
5. If no payment is made one hundred five (105) days after the assessment becomes delinquent, the Board may authorize legal counsel to either pursue legal foreclosure action, bring suit for personal judgment against the owner, or to pursue alternative collection methods, including credit agency reporting. All costs and fees will be charged to the owner.
6. All monies received by the Association will be applied as follows:
 - A. First, to attorney fees and related collection costs incurred on behalf of Association.
 - B. Next, to interest or charges accrued.
 - C. Last, to unpaid assessments.

IX. ENFORCEMENT OF LOT MAINTENANCE

Each Owner/Resident of a lot shall at all times be obligated to maintain their property and all improvements, thereupon and the area between the boundary lines of adjacent property and streets if such area is not otherwise maintained. All properties must be kept in an attractive, sanitary and healthful condition and conform to any specific standards which the Board of Directors may adopt by resolution for the Properties. An Owner's/Resident's maintenance obligation shall include, but not be limited to: the maintenance of all visible exterior surfaces of all buildings and other improvements; regular power-washing and cleaning of sidewalks, driveways and exterior home surfaces; the prompt removal of all paper, debris, and refuse; the removal and replacement of dead and diseased trees and plantings; the repair, replacement, cleaning and re-lamping of all lighting fixtures; the repair, replacement and cleaning of all mailboxes, the mowing, watering, fertilizing, weeding, replanting and replacing of all approved landscaping; no more than five (5) potted plants visible from the front elevation of any lot; no artificial flowers, shrubs, trees, or other organic plant substitutes; and during construction, the cleaning of dirt, construction debris and other construction-related refuse from streets and storm drains and inlets. When not in use all garden hoses and other watering devices must be stored in an appropriate manner.

Homeowners shall maintain their residence in a state of repair that is congruent with existing structures and the community.

X. PLAYGROUND & SPORTS EQUIPMENT

All playground equipment such as playhouses and swing sets shall be situated, concealed and shielded so as not to be visible from any street. Basketball goals attached to the residence or mounted on a pole in the ground shall not be located on a lot so as to be visible from the street in front of the residence or from the side street on corner lots. Basketball goals mounted on moveable platforms may be temporarily located in the front of a residence while in use as long as they are moved into the garage or rear of the residence when not in use. All basketball goals must be maintained in good condition when visible from the street.

Swing sets may not exceed a maximum height of nine (9) feet. Location will be considered for neighbor's privacy.

A playhouse/fort must be no higher than nine (9) feet maximum. If playhouse/fort has a platform, the nine (9) foot height restriction is still applicable. It must be eight (8) feet from the side fence or rear to protect neighbor's privacy. Canvas awnings must be kept in excellent condition at all times or will be subject to immediate removal upon notification from the Architectural Control Committee for their unacceptable condition.

No playhouse/fort or swing set may be placed in front of any building set back line.

XI. AIR CONDITIONERS

No window or wall type air conditioners shall be permitted.

XII. PRIVATE UTILITY LINES

All electrical, telephone, and other utility lines and facilities which are installed on a lot by an Owner/Resident to serve the residence thereon, shall be installed underground unless otherwise approved in writing by the Architectural Control Committee.

XIII. DECORATIONS & LIGHTING

No decorative appurtenances such as sculptures, birdbaths and birdhouses, fountains, artificial flowers, plants, vines, shrubbery, trees, or other decorative embellishments shall be placed on the residence or on the front yard or on any other portion of a lot which is visible from any street or backyard, unless such specific items have been approved in writing by the Architectural Control Committee. The Architectural Control Committee permits customary seasonal decorations for holidays without approval. Outside lighting fixtures and/or directional lighting shall be placed so as to illuminate only the yard of the applicable lot and so as not to affect or reflect into surrounding residences, yards or windows. No mercury vapor, sodium or halogen light shall be installed on any lot, which is visible from any street unless otherwise approved by the Architectural Control Committee. All exterior lighting must have Architectural Control Committee approval and may not be detrimental to the exterior appearance of the house.

1. Low voltage landscape lighting or solar lighting may receive Architectural Control Committee approval if placed in such a way that they will blend in with the landscaping.
2. Security, mercury vapor, or fluorescent lights must be attached to the house. Mercury vapor, fluorescent or sodium lights are permitted in back or side yards with written approval by the neighbors affected.
3. Yard lights may be of gas or electric, single lamp only, with maximum height of six (6) feet. Yard lights may be placed in the front or back yard. Gas or electric lights may be black, brown, white or brass, depending on the color of the house. Determination of a suitable color will be the decision of the Architectural Control Committee.

Seasonal lighting will be permitted for forty-five (45) days prior to and fifteen (15) days after such seasonal celebration. Any violation of this section is subject to fines in the section **XV FINES**.

XIV. ARCHITECTURAL CONTROL

These interpretations are intended by the Board of Directors to clarify the existing Covenants, Conditions and Restrictions, and are not intended to supercede the original documents.

ARCHITECTURAL CONTROL COMMITTEE

Section 1. ARCHITECTURAL CONTROL COMMITTEE. The BEAR CREEK MAINTENANCE ASSOCIATION, INC. ARCHITECTURAL CONTROL COMMITTEE (ACC) has exclusive jurisdiction over all original construction and all modifications, additions, or alterations made on or to the residences and other improvements on the Lots within the Properties. No person serving on a Committee shall be entitled to compensation from the Association for services performed in such capacity; however the Committee may employ, at the expense of the Association, one or more architects, engineers, attorneys, or other consultants to assist the Committee in carrying out its respective duties hereunder.

Section 2. MEMBERS. The ACC shall consist of three (3) members. The Board of Directors of the Association may appoint and remove members of such Committee.

Section 3. POWERS OF THE ACC. To preserve the architectural and aesthetic appearance of the Properties, no construction of improvements, or modifications, additions, or alterations to existing improvements, shall be commenced or maintained by an Owners/Residents on any Lot in BEAR CREEK, including, without limitation, the construction or installation of sidewalks, driveways, drainage facilities, mail boxes, decks, patios, courtyards, swimming pools, greenhouses, playhouses, playground equipment, awnings, walls, fences, and exterior lights, nor shall any exterior addition to or change or alteration be made to any improvements (including, without limitation, painting or staining of any exterior surface), until the site plan and the final working plans and specifications therefore have been submitted only by the owner to and approved in writing by majority vote of the ACC as to conformity with the restrictions herein contained and harmony of external design and location in relation to existing structures and topography.

An Architectural Review Application must be completed in its entirety and mailed to the address indicated on the form, prior to commencement of work. All pertinent information, required documentation and permits, must be included with the application. These forms are available from the community's management company. The ACC will not respond to verbal requests. If any new construction or improvements are made without ACC approval, the ACC has the right to enforce its removal, by court action if necessary.

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The ACC shall have the right to specify architectural and aesthetic requirements for Lots, minimum setback lines, the location, height, and extent of fences, walls, or other screening devices, the orientation of structures with respect to streets, walks, paths and structures on adjacent property and shall have the right to limit the number of acceptable exterior materials and finishes that may be utilized in construction or repair of improvements. The ACC shall have full power and authority to reject any site plan or final working plans and specifications that do not comply with the restrictions herein contained or that do not meet its minimum construction or architectural design requirements or that, in the sole and uncontrolled discretion and opinion of the Committee, will not be compatible with the overall character and aesthetics of the Properties. The ACC shall have the right to inspect the final construction or repairs to verify the work was done and completed in accordance with approved application.

The ACC shall not approve any application for a property; whose owner owes delinquent maintenance fees or which has current unresolved deed restriction violations.

The ACC shall have the right, exercisable at its sole discretion, to grant variances to the restrictions of the Declaration in specific instances where the ACC in good faith deems that such variance does not adversely affect the architectural and environmental integrity of the Properties. The ACC may require the submission of such documents and items, as it shall deem appropriate, in connection with its consideration, and is required for a variance. If the Committee shall approve such request for a variance, it shall evidence such approval, and grant its permission for such variance, only by written instrument addressed to the Owner of the property relative to which such variance has been requested, describing the applicable restriction(s) and the particular variance requested, expressing the decision of the Committee to permit the variance, and describing (when applicable) the conditions on which the variance has been approved. Any request for a variance shall be deemed to have been disapproved in the event either (a) written notice of disapproval from the Committee or (b) failure by the Committee to respond to the request for variance.

SECTION 4. LIMITATION OF LIABILITY. The ACC has no liability or obligation whatsoever in connection with any plans and/or specifications and no responsibility for the adequacy thereof or for the construction of any improvements contemplated by any such plans and/or specifications. The ACC has no duty to inspect any improvements; and, if it should inspect any improvements, it shall have no liability or obligation to any party arising out of such inspection. The ACC expressly shall have no liability or responsibility for defects in or omissions from any plans and/or specifications or for defects in or omissions from the construction of any improvements. Notwithstanding any covenant, condition or term contained in this Declaration or provision of the By-Laws of the Association to the contrary, the ACC shall not have any liability to any Owner arising or resulting from any act or omission of the Committee taken or omitted pursuant to this Declaration or the By-Laws of the Association. Each Owner by accepting a conveyance of any Lot or of any portion of the Properties conclusively shall be deemed to have unconditionally and irrevocably waived all claims against the ACC arising or resulting from acts or omissions pursuant to the Declaration or the By-Laws of the Association.

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Land Use and Building Type. All Lots shall be known, described and used as lots for residential purposes only (hereinafter sometimes referred to as "residential Lots"), and no structure shall be erected, altered, placed, or permitted to remain on any residential Lot other than one single-family dwelling not to exceed two (2) stories in height, a storage building painted the same colors as the residence and not visible from the street; however, nothing herein shall be construed to permit or allow the use of any garage for other than, primarily, the housing of automobiles and any enclosure of the garage which prevents its use for such purpose is specifically prohibited. As used herein, the term "residential purposes" shall be construed to prohibit the use of the Lots for duplex houses, garage apartments, or apartment homes; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purpose. No building of any kind or character shall ever be moved onto any Lot, it being the intention that only new construction shall be placed and erected thereon.

All owners with approved applications shall begin commencement of approved construction or repairs within 30 days of approval, unless an extension of time has granted in writing by the ACC. The completion of all approved construction or repairs shall be completed not later than six (6) months following the commencement of construction or repairs, unless an extension of time has granted in writing by the ACC.

Modifications:

No building or other structure shall be erected, placed or altered on any Lot until the construction plans and specifications therefore and a plot plan showing the location of the structure thereon have been approved by the Architectural Control Committee as to harmony with existing structures, with respect to exterior design and color with existing structures, as to location with respect to topography and finished grade elevation, and as to compliance with minimum construction standards.

All Owners must submit paint swatches to the ACC for approval in writing prior to commencing painting. No structure shall be painted with a color or combination of colors that are not of an earth tone color. Brick cannot be painted and must remain in its natural state.

Room Additions:

1. A survey of the lot and existing improvements, showing all easements and setbacks and certified by a licensed surveyor must accompany the application.
2. Exterior materials and colors should match the house as much as possible.

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3. Roof material should be the same as on the existing main dwelling.
4. Detailed plans must be submitted to the ACC, including but not limited to elevations drawings, location on the site, a list of exterior construction materials, paint, siding and roofing samples.
5. Room additions may not encroach into any utility easement or building setback line.
6. No room addition shall be constructed nearer than five (5) feet to the rear lot line or three (3) feet to the minimum setback line between the zero lot line and the patio home located on the adjoining lot.
7. Approval will be granted on an individual basis. Consideration will be given to the size and shape of the proposed addition, architectural style, layout of home, size of lot, and how well the room addition integrates with the existing home. Addition of a storage area will not qualify as a bonafide room addition and will not be permitted. Plans for room addition must show a room of reasonable size to constitute a legitimate request for a room addition. The roof of the addition must integrate with existing roofline so as to appear to have been part of the original home. Room additions cannot exceed one-third of the remaining back yard. It may be denied for other reasons, e.g., / structural integrity, architectural suitability, etc. even if it does not use more than one-third of the remaining yard.
8. Room additions for the purpose of changing the use of the home from a single-family dwelling will be denied. For example, no addition to accommodate business operations, child day care, multi-family use or any other use prohibited by the deed restrictions or any law or ordinance will be approved.
9. Landscape plans for the new addition must be submitted with the Architectural Review Application, where applicable.
10. Building permits as required by the municipality (city, county, etc.) must be submitted with the Architectural Review Application.
11. Garage conversions are not permitted.
12. When necessary to replace a garage door, it must be replaced with a door substantially similar to the original. The door may be made of wood or metal and must be painted to match the color scheme of the house.
13. Carports are not permitted.

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Outbuildings:

1. The colors of paint and type of materials should match/blend with the predominant exterior colors of the main residence.
2. Materials should match those of the main resident in size, type, color and design. Plywood or fiberboard may not be used as siding. Only material designed for the purpose of being used for residential siding must be used as siding. However, the ACC will approve small-prefabricated metal or wood storage buildings provided the color blends with the main residence.
3. Storage sheds should have a peaked roof, no higher than nine (9) feet from the ground to the highest point. The structure should have "no more" than a maximum of one hundred-twenty (120) square feet of floor space. The structure must be kept at a minimum of the greater of the rear setback line of three (3) feet from rear property line. The minimum distance from side fence will be determined based on the visibility from the street in front of the lot. At no time, however, may that distance from side fence be less than the required side lot setback from the lot or three (3) feet, whichever is greater, regardless of visibility from the street. The location must be far enough away from the fence to allow for drainage to occur entirely on the owner's lot.
4. A storage building placed on a concrete slab on top of utility easement will require letters of consent to encroach by the appropriate utility company, as it will not be considered portable. If a storage building is not on the utility easement but on a slab, and can be moved, the ACC will consider it as portable.
5. No storage building may be built up against any side or rear wall of a home unless its maximum height is less than six (6) feet. In this case, it must not be visible above the fence from the road. It also must comply with all the other requirements for proper construction, size and location.
6. If a storage building is less than six (6) feet high, it may be placed in a side yard provided the greater of three (3) foot minimum distance from the side fence or property line or the required side setback line for the lot is observed.
7. Request for approval of freestanding gazebos and greenhouses will be reviewed on a case-by-case basis. A gazebo or greenhouse must be at least four (4) feet away from the house located in a rear or side fenced area, and the greatest of three (3) feet away from the side and back fences or property line or the required side or rear setback line for the lot. It must have a maximum height of not more than eleven (11) feet at the peak as measured from the ground, or the foundation grade of the main residence.

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8. No storage shed, greenhouse, gazebo, or other outbuilding may be placed in front of any building setback line, and not any closer to the main streets in front of, or on the side of any house than the main residential structure.

Patio Covers and Awning:

1. Approval for patio covers will be granted on an individual basis with consideration given to size, height, and shape of the patio cover and size of lot.
2. Patio covers must be constructed of materials that complement the main structure.
3. Patio covers made of aluminum with a factory baked on color finish may be approved providing they are of an approved color. Unfinished aluminum will not receive ACC approval. All metal surfaces must be painted.
4. If attached to the house, patio covers must be integrated into the existing roofline, flush with eaves. If the cover is to be shingled, the shingles must match house roof color. Entire patio cover and posts must be trimmed out to match house. No pipes will be used in the construction of the structure. All patio covers must be located in the rear or fenced in side yard of the lot.
5. Patio covers must be constructed forward of all rear, side and front building setback lines.
6. Patio construction materials are as follow:
 - A. Painted wood and aluminum (to match trim of house).
 - B. Metal roofing color should blend with house roofing. Shingle roofing should match house roof color.
 - C. Pressure treated wood may be left unpainted.
 - D. Fiberglass is acceptable and earth tone colors such as tan, brown, beige, gray and clear may be used. No green or yellow fiberglass will be allowed. Edges of fiberglass must not be visible from surrounding properties or from the street.
 - E. All canvas that is used as roofing material on a patio cover must be approved earth-tone color such as brown, tan, gray or beige. No blues, reds or greens are allowed. The canvas must be kept in excellent condition and free of mildew or its removal will be requested by the ACC.

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7. Patio covers may not encroach into any utility easement unless the utility companies involved have granted their written consent to such encroachment.
8. Patio covers must be situated on the lot to provide drainage solely into the owner's lot. If a proposed patio cover location is less than five (5) feet way from a side lot line, the ACC will require that it be guttered with downspouts, if it is to be a solid cover.
9. Metal and canvas awnings will not be permitted to be installed on windows to reduce solar exposure unless they are on the back side of the house on an interior lot and not visible from the street. On a corner lot or lot that backs a street, awnings will not be permitted. When allowed, they must be an approved earth-tone color, such as tan, brown, beige or gray (no blues, greens, reds, etc.) and must be kept in excellent condition at all times or will be subject to immediate removal upon notification by the ACC of their unacceptable condition.
10. Awnings will be allowed for use on playhouses and patio covers, provided they also comply with above-mentioned requirements for proper location and color.

Patio Windows, Screens and Doors

1. Frames of these must be a color compatible with the exterior house colors.
2. Screen colors must be natural aluminum or color must be approved by the ACC. Screens must be kept in excellent condition at all times.
3. Reflective solar screens and other reflective materials on windows and doors will not be permitted.

Mailboxes

1. Where communal mailboxes are not in use, changes or improvements made to the initial mailbox will require ACC approval.
2. If the post is to be painted or stained, a paint sample must be submitted with the application. The ACC will consider the effect a painted or stained post will have on the street. If the proposed color will not readily blend in with the surrounding structures, the application will be denied.
3. Mailbox size, design and height and location must meet U.S. Post Office Requirements.
4. Bricked mailbox stands should receive approval providing the brick matches the house. A specific sketch should be included with the application.

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Roofing:

No external roofing material other than 20-year composition shingles with a four-tab shingle configuration shall be constructed or used on any building in any part of the Properties unless the Architectural Control Committee shall, in its discretion, permit the use of other roofing materials, such permission to be granted in writing as herein provided. The Architectural Control Committee must also approve in writing any shingles used that are not a shade of gray, brown, or black. Re-roofing the complete roof using the same color shingles does not require ACC approval. Roof patching will be approved if shingle size and color is the same as the existing roof.

When replacing wind turbines, they should be placed in the same position on the roof as originally installed or may be replaced with roof vents, which are built into the roof ridge, or power fans vents, provided the covers match the color of the roof.

Fencing:

1. No fence or wall shall be erected, placed, or altered on any Lot:
 - A. nearer to any street than the minimum building setback lines as shown on the Bear Creek Plat Map.
 - B. or nearer to the front Lot Line than the plane of the front exterior wall of the residential structure on the Lot.

All fences must be constructed of the original material, i.e., cedar, treated wood or brick. No split rail or decorative fencing will be permitted without ACC approval. No chain link fences shall be placed on any lot except to enclose a swimming pool if such chain link fence is not visible from the street. All wood fences must use slats that are accepted norm and appearance. No fence shall exceed eight (8) feet in height, and all fences along side and rear Lot Lines shall be not less than six (6) feet in height. The Architectural Control Committee may, in its discretion, permit a fence to be located nearer to the front Lot line than the plane of the front exterior wall of the residential structure (but not in front of the building setback line), or to exceed eight (8) feet in height, such permission to be granted in writing, as herein provided.

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Exterior Antennae:

No external radio or television aerial wires or antennae shall be placed or permitted to be maintained in front of the front building line of any Lot. No television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, except that this prohibition shall not apply to those antennae specifically covered by the regulations promulgated under the Telecommunications Act of 1996, as amended from time to time. The Board is empowered to adopt rules governing the types of antennae that are permissible in the Properties and to establish reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae. To the extent that receipt of an acceptable signal would not be impaired, an antenna or satellite dish permissible pursuant to the rules of the Board may only be installed in a side or rear yard location, not visible from a Street, and integrated with the dwelling and surrounding landscape. Antennae or satellite dishes shall be installed in compliance with all state and local laws and regulations.

XV. FINES

Fines will be imposed against owner(s) for any infraction of the Declaration, Bylaws, or these Amended Rules and Regulations by Owners, occupants or their guests. This policy will become Effective February 1, 2009. The fining structure will be as follows:

1. First Offense - 1st Letter
2. Second Offense - Thirty (30) Day Written Warning Notice (except where stated otherwise in the Rules and Regulations).
3. Third Offense - \$100.00 fine

If you are given a warning you have a right to request a meeting with the Board of Directors, in writing, within thirty days of your receipt of the warning. In addition, after the first warning if the matter is not cured or reoccurs, the Board may refer the matter to legal counsel without further warning. If the matter is referred to legal counsel, legal fees will be incurred.

If the offense reoccurs or continues after the second notice, the Association will continue to assess a \$100.00 fine every month the violation exists or each time it occurs until abated and the Board may refer the matter to legal counsel. All fees including all attorney's fees incurred by the Association in enforcing the governing documents and Rules will be charged to the Owner of the Residence from which the violation occurred, or the offender emanated from and will be added to the Owner's assessment account and may be collected in the same manner as assessments.

The Fine Policy conditions are as follows:

1. No one will be fined without the Association first sending a warning notice to the owner (if known). (DOES NOT APPLY TO VANDALISM, GRAFFITI, FIREWORKS, GATE DAMAGE, POOL AND RECREATION AREA DAMAGE, AND ITEMS NECESSITATING IMMEDIATE INTERVENTION, WHICH MAY BE SUBJECT TO IMMEDIATE FINES OR REFERRAL TO LEGAL COUNSEL).
2. Anyone who is fined will be given a reasonable opportunity to respond to the charge.
3. To dispute a fine, the Owner must request in writing a meeting with the Board postmarked no later than thirty (30) days from the date of the letter imposing the fine, setting forth the specific nature of the Owner's dispute.
4. Notification will be sent informing the requesting party of the date of the Board meeting when the dispute will be discussed.
5. The Owner filing the dispute will be placed on the Board Meeting agenda and the Owner will be allowed a reasonable period of time to present his or her reasons why the fine should not be imposed or should be abated.
6. The Board's decision after the hearing is final and any affirmed fine will be due and payable on the first of the next month after notification.
7. Should any offense reoccur within twelve months after the first occurrence of a similar violation, no further warning will be given and the appropriate fine will be immediately imposed.

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lee

Adopted by unanimous vote of the Board of BEAR CREEK MAINTENANCE ASSOCIATION, INC, at a meeting held on December 8, 2009.

Signed this the 12th day of January, 2009.

BEAR CREEK MAINTENANCE ASSOCIATION, INC

lee

BY: Mary Butler

Printed name: MARY BUTLER, Director

BY: Mark Dodge

Printed name: MARK DODGE, Director

BY: Mary E. Fitzgerald

Printed name: MARY E. FITZGERALD, Director

BY: Pamela C. Baker

Printed name: Pamela C. Baker, Director

BY: Elizabeth J. Archibald

Printed name: ELIZABETH J. ARCHIBALD, Director

RP 052-14-0764

COPY

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STATE OF TEXAS

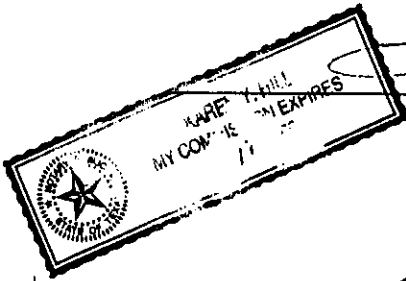
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ACKNOWLEDGMENT

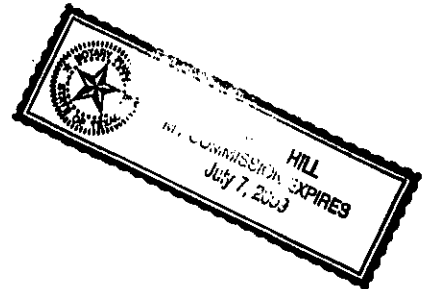
COUNTY OF HARRIS

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This instrument was acknowledged before me on this the 12 day of JANUARY, 2009 by MARY E. FITZGERALD as a Director of BEAR CREEK MAINTENANCE ASSOCIATION, INC., on behalf of said Association.



Karen Y. Hill
Notary Public in and for the State of Texas



BP 062-14-0765

UNOFFICIAL

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STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 12 day of February, 2009 by Pamela C. Baker, as a Director of BEAR CREEK MAINTENANCE ASSOCIATION, INC., on behalf of said Association.

Mary E. Fitzgerald

Notary Public in and for the State of Texas



RP 062-14-0767

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STATE OF TEXAS §

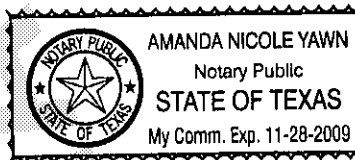
ACKNOWLEDGMENT

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 10 day of January, 2009 by Mark P. Dodge, as a Director of BEAR CREEK MAINTENANCE ASSOCIATION, INC., on behalf of said Association.



Notary Public in and for the State of Texas



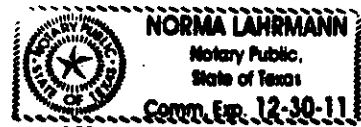
RP 062-14-0768

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STATE OF TEXAS §
COUNTY OF HARRIS § ACKNOWLEDGMENT

This instrument was acknowledged before me on this the 12th day of January, 2009 by Mary Butler, as a Director of BEAR CREEK MAINTENANCE ASSOCIATION, INC., on behalf of said Association.

Norma LaHmann
Notary Public in and for the State of Texas



Return After Filing to:

LAMBRIGHT & ASSOCIATES, P.C.
2200 Post Oak Blvd., Suite 650
Houston, Texas 77056

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

JAN 15 2009



Dorely B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

2009 JAN 15 PM 12:57
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED

HP 062-14-0769