

Belfiore Condominium Owners Association

Rules and Regulations

(Terms that have the initial letter of each word capitalized shall have the same meaning as ascribed to them in the Belfiore Declaration of Condominium)

1. The greens and walkways around the Building and the entrances, elevators and stairways of the Building and hallways and entrances to the Units shall not be obstructed or used for any purpose other than ingress to and egress from the Units.
2. Articles shall not be placed or allowed to remain in the entrances, elevators, hallways or stairways of the Building or on the walkways or green space around the Building, nor shall anything be hung or shaken from the Balconies or windows. No clothing or other articles shall be hung in or from the Balconies, windows, fences or the Common Elements.
3. Children shall not be allowed to play or otherwise behave disruptively in the Common Elements of the Building. Young children must, at all times, be under the supervision of a parent or guardian when in the Common Elements of the Building. The resident responsible for such child shall be notified of any inappropriate or disruptive behavior, and shall thereafter have such child accompanied through the Common Elements by a responsible adult. The Association's staff shall not be requested to care for or otherwise supervise any child. Children sixteen years of age and younger are not permitted in the fitness center, other than to use the restroom. Children twelve years of age and younger are not permitted to use the swimming pool unless accompanied by an adult. Infants in diapers or those who have not been toilet trained may not be in the swimming pool without rubber pants.
4. Owners shall not produce or permit to be made any noises or noxious odors that will disturb or annoy the occupants of any Unit or do or allow anything to be done that will interfere with the rights, comfort or convenience of other Owners or occupants of Units.
5. Owners, their families, guests, employees, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Building.
6. Trunks, furniture, appliances, heavy baggage, merchandise or other objects that may affect the comfort or well being of the passengers of the elevators dedicated to the transportation of the Owners, residents and guests, shall be taken in or out of the Building by the service elevator and at times designated by the Managing Agent for that purpose, and through the service entrance only.

7. Owners shall not do any act or place any object in their Units or Storage Spaces that would create a structural hazard or endanger the structure of the Building or adjacent Units.
8. Entrances, hallways, Balconies or any other portions of the Common Elements shall not be decorated by any Owner in any manner without prior written consent of the Board or Managing Agent, except Balconies may be furnished with outdoor furniture and potted plants so long as the height thereof does not extend above the railing of the Balconies. Outdoor grills (whether gas, charcoal, electric, or otherwise) are not allowed on the Balconies. Owners may not alter their Balcony flooring unless (a) prior approval of such alteration is granted in writing by the Board or the Managing Agent and (b) the flooring materials to be used in such alteration do not exceed nine (9) pounds per square foot. Owners may place decorations/wreaths etc. on their entry door so long as the materials are not live and a potential fire hazard. The Association retains the right to remove any material which it deems inappropriate or hazardous.
9. Floor covering materials, the weight of which is in excess of 9 pounds per square foot, shall not be installed in any Unit.
10. Awnings, reflective window film, window guards, ventilators, fans or air conditioning devices shall not be installed or used in or about the Building, Common Elements or Balconies except such as shall have been approved in writing by the Board or Managing Agent. If an Owner shall fail to keep any such approved device in good order, repair and appearance, the Board or Managing Agent may remove such device, charging the cost of removal to the Owner, and the device shall not be replaced until it has been placed in proper condition; and only with further written consent of the Board or Managing Agent. No interior window treatments other than draperies, shades, or shutters shall be permitted. All window treatments shall be designed in such a manner that any part of such draperies that is visible from the exterior of the Building does not, in the reasonable opinion of the Board or Managing Agent, detract from the appearance of that exterior.
11. Signs, notices, advertisements or decorations shall not be inscribed or imposed on or projected from any window, door or other part of the Building, except such as shall have been approved in writing by the Board or Managing Agent.
12. Radio or television aerials shall not be attached to or hung from the exterior of the Building without written approval of the Board or Managing Agent. Lines for electrical or telephone equipment shall not be installed on the exterior of the Building nor shall such lines protrude through the walls or the roof of the Building.
13. All garbage, trash, refuse and disassembled paper cartons from the Units shall be deposited within a sealed plastic bag and placed with care in the trash chute intended for such purpose. No cartons or other boxes shall be placed in the trash chute. All garbage disposals shall be used in accordance with instructions given to the Owner by the Managing Agent. Wet garbage shall be deposited in the Owner's garbage disposal rather

than in the trash containers. No object shall be placed in the trash chute unless it fits easily through the opening to the chute. Oversized items may be disposed of through arrangements made with the concierge.

14. Owners shall keep their Units in a good state of preservation and cleanliness, and shall not sweep, mop or throw, permit to be swept, mopped or thrown, or allow to fall there from, or from the doors, Balconies or windows thereof, any dirt, or other substance or thing.
15. Water closets and other water apparatus (including, without limitation, air conditioning condensate drains) in the Units shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags, papers, ashes or any other article be thrown into the same. Any damage resulting from misuse or negligence in the maintenance of any water closet or other apparatus (including, without limitation, air conditioning condensate drains) shall be paid for by the Owner in whose Unit it shall have been caused.
16. Owners shall close and lock all exterior windows or doors when necessary to avoid possible damage from storms or the elements.
17. Owners are reminded that alteration and repair of the exterior of the Building and Common Elements is the sole responsibility of Board. No Owner shall do any painting or decorating of the exterior of the Building or any of the Common Elements or make any alterations or construct any improvements to the exterior of the Building or any of the Common Elements.
18. All damage to the Building or Common Elements caused by the moving or carrying of any article therein shall be paid for by the Owner responsible for the presence of such article. Owners moving into the Building shall be subject to the Moving Rules attached hereto and made a part hereof for all purposes.
19. Water shall not be left running in the Units for any unreasonable or unnecessary length of time.
20. No Owner shall interfere in any manner with any portion of the plumbing, heating, air conditioning or lighting apparatus that is part of the Common Elements, or that is not part of the Owner's Unit or that does not exclusively service the Owner's Unit.
21. No Owner shall use or permit to be brought into or stored in the Building any flammable oils or fluids such as gasoline, kerosene, naphtha, benzene or other explosive materials or articles deemed extra hazardous to life, limb or property without in each case obtaining written consent of the Board or Managing Agent.
22. An Owner shall not use, nor permit his family, guests, employees, licensees, or invitees to use, Parking Spaces of other Owners. An Owner shall not use, nor permit his

employees or licensees to use, Parking Spaces designated for guests. Owner's employees and licensees shall not use Parking Spaces designated for guests, but shall park either in the Owner's designated Parking Spaces or off-site. All commercial and service vehicles other than town cars and taxis must enter the property through the service gate, park on the north side of the Building and enter the service door entrance. The Board and the Managing Agent shall have the right to remove or cause the removal of such vehicles parked in violation of this rule at the expense of the responsible Owner, or take other appropriate means to see that such wrongful use is not repeated.

23. No vehicles shall be left standing in a Parking Space in a non-operative condition, nor shall there be any repairs done to vehicles in a Parking Space.
24. An Owner shall not cause or permit the blowing of a horn of any vehicle in which he, his guests or family shall be occupants, approaching or in the parking areas or the Garage.
25. No trailers, boats, recreational vehicles, campers or motorcycles shall be permitted on or in the Common Elements, except as may be parked or stored in areas designated by the Board or Managing Agent. No automobile belonging to an Owner or to a member of an Owner's family, or employee or guests or invitees of an Owner shall be parked in such a manner as to impede or to prevent ready access to the parking areas. Owners, their employees, agents, visitors, licensees and the Owner's families shall obey the parking regulations posted in the parking areas and any other traffic regulations published in the future for the safety, comfort and convenience of the Owners.
26. Pets may be kept or housed in the Building when expressly permitted in writing by the Managing Agent. Each Owner who desires to keep a pet in such Owner's Unit shall apply in writing to the Managing Agent for permission to keep such pet. In no event shall any pet be permitted in any of the public portions of the Building or on the grounds surrounding the Building unless carried or on a leash and in transit to or from a Unit; provided pets are permitted off a leash under the supervision of an adult within the fenced dog park. At no time may pets be left unattended on Common Elements. Each Owner shall be responsible for the immediate and proper disposal of all waste matter of its pet(s). Owners transporting pets to and from the Building shall use only the freight elevator and service corridors. **EACH OWNER WHO KEEPS A PET IN THE BUILDING SHALL INDEMNIFY AND HOLD ALL OTHER OWNERS HARMLESS AGAINST ANY LOSS OR LIABILITY OF ANY KIND OR CHARACTER WHATSOEVER ARISING FROM OR AS A RESULT OF HAVING SUCH PET IN THE BUILDING.** If a pet disturbs other Owners by barking or biting or in other ways becoming obnoxious, the Board or the Managing Agent will give notice to the Owner of such pet to cause such annoyance to be discontinued and if such annoyance is not discontinued and corrected, the Board may revoke its permission to keep the pet in the Building and the pet shall be removed from the Building.
27. No Owner shall engage any employee of the Association or the Managing Agent for any purpose of the Owner without the prior written consent of the Board. Residents and their

guests may not abuse any of the Association's employees, verbally or otherwise. All employees of the Association are under the supervision of the Managing Agent, and no resident or guest shall attempt to reprimand any employee or direct any employee with respect to another resident's property or the Association's property. Residents and guests shall not request or direct an employee to leave the Association's premises. Any employee not rendering courteous and effective service should be reported to Management immediately. See Attached 2nd Amendment

28. The Owner of each Unit shall have the option to place with the Board or Managing Agent a passkey to its respective Unit or Storage Space, such passkey to be utilized by the Board and the Managing Agent only for entry into such Unit as provided in the Declaration or for such other purpose as may be authorized in writing by such Owner. If any key or keys are entrusted by an Owner or by any member of the family of an Owner or by an Owner's agent, employee, licensee or visitor to a member of the Board, the Managing Agent or any employee of the Association, whether for such Owner's Unit or an automobile, trunk or other item of personal property, the acceptance of such key or keys shall be at the sole risk of such Owner, and the Board, the Association or the Managing Agent shall not be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or in connection therewith. In the event that an Owner elects not to furnish the Board, the Managing Agent or the Association a passkey to such Owner's Unit or Storage Space, such election shall not alter or reduce the rights of entry granted in the Declaration and in the event it becomes necessary for the Board or Managing Agent to exercise such rights of entry therein granted, the Board and Managing Agent are hereby authorized (individually and collectively) to utilize such methods as may be necessary to gain such entry (including physical force, if necessary) and such Owner hereby releases the Board, Managing Agent and Association from any liability for damages caused by any such entry and agrees to indemnify and hold harmless the Board, Managing Agent and Association from any claims arising therefrom.
29. The swimming pool, fitness center and other recreational facilities may be used by the residents and their guests, unless otherwise provided in these Rules and Regulations. Guests must always be accompanied by a resident, provided that a non-local guest (a person living beyond a radius of 50 miles of Belfiore) may use such facilities without a host resident being present, if prior approval is arranged for such guest with the Managing Agent. The Managing Agent, and his or her immediate family when accompanied by such Managing Agent, may use the swimming pool, fitness center and other recreational and public facilities of the Building.

Residents and their guests must abide by the rules for use of the swimming pool, fitness center and other recreational facilities, as posted in such areas or as may be hereafter published by the Board. Failure to abide by such rules shall result in forfeiture of the right to use such facilities for a period to be determined by the Board.

30. Should any loud, excessive or annoying sounds be emitted from a Unit so as to cause complaints to be filed with the Board or Managing Agent by other Owners, the Owner of such Unit shall take all steps to reduce the level of noise emanating from such Unit.
31. Owners shall be held responsible for the actions of their children, employees, agents, invitees and guests.
32. Nothing shall be done or kept in any Unit, Balcony, Storage Space, Parking Space, or Common Element that will increase the rate of insurance of the Building or contents thereof or the Condominium without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements that will result in the cancellation of insurance on the Building or that would be in violation of any law.
33. Every Owner must promptly perform all maintenance and repair work within such Owner's Unit that, if omitted, would affect the Building or any part thereof or any other Units. Such Owner shall be responsible for all damages and liabilities arising from the failure to perform promptly such maintenance and repair work.
34. Owners and their guests shall comply with all security procedures established for the Building.
35. Any consent or approval given under these Rules and Regulations by the Board may be revoked at any time.
36. Complaints regarding the services covering the Building and surrounding grounds, recreational facilities or Garage or regarding actions of other Owners shall be made in writing to the Managing Agent.
37. These Rules and Regulations may be added to, amended, or repealed at any time by the Board of Directors.

In the event of any conflict between the terms and provisions hereof and the Declaration, the Articles of Incorporation of the Association, the By-Laws or applicable law, or between any of them, the By-Laws shall control over these Rules and Regulations; the Articles of Incorporation shall control over both the By-Laws and the Rules and Regulations; the Declaration shall control over the Articles of Incorporation, the By-Laws and the Rules and Regulations; and applicable law shall control over all of the foregoing.

Belfiore Moving Policy
Approved by the Board of Directors, September 21, 2016

1. As an accommodation to our initial homeowners and in recognition of the weekday activity associated with the ongoing build out of units, moving activity will be allowed on Saturdays and Sundays (excluding holidays), between the hours of 7 am and 7 pm during which time the homeowner will have the exclusive use of the Service Elevator. Advance reservation is required through the Management Office. (The Board reserves the right to amend the days and times during which moving activity may occur).
2. No elevator designated exclusively for passenger use may be used for moving activity. Oversized furniture, equipment or other objects may be transported above or below the Service Elevator under the direction of an authorized elevator technician. An elevator technician may be arranged through the Management Office, the cost of which will be borne by the moving contractor/homeowner. Only the Service Entrance may be used for moving activity. Use of the Lobby Entrance is prohibited.
3. Owner's movers must abide by the applicable Belfiore Contractor Rules (attached), including, but not limited to, providing insurance certificates reflecting coverage levels meeting or exceeding the Association's requirements (attached), and naming the Association as an additional insured, and with waiver of subrogation. In the event that moving contractor personnel do not comply with expressed building rules and policies, Management reserves the right to halt moving activity until the infraction is corrected.
4. The use of Box Trucks is highly recommended and parking/unloading space for such a vehicle will be provided adjacent to the Service Entrance. Only one Box Truck will be allowed on property at any given time.
5. The vehicular entrances, drives and parking areas of Belfiore will not accommodate tractor/trailer moving trucks or 18 wheelers. A Roadway Obstruction Permit must be acquired from the City of Houston to allow for the parking and unloading on S. Post Oak Lane, between the main entrance and S. Wynden Drive. The cost of the permit will be assessed to the homeowner for whom the move is being conducted. The Moving Contractor is responsible for adhering to the permit conditions. Any fine assessed as a result of failing to adhere to the permit conditions will be assessed to the homeowner for which the move is being conducted. The permit is only valid during the day on Saturdays and Sundays and is not available during daylight hours Monday through Friday. **Only one lane may be obstructed so unloading may only be performed from the rear of the trailer. No unloading may be performed on the sidewalk of S. Post Oak Lane.** Please contact the Management Office no less than 14 days prior to the scheduled move for information on obtaining the Roadway Obstruction Permit.
6. Moving contractors must participate in a pre-move site visit in order to fully understand logistical challenges prior to their move. Moving contractors are to contact the Management Office to schedule a walk through at least two weeks prior to the move.
7. A pre-move inspection of the common areas will be conducted with the moving contractor and homeowner immediately prior to the move to survey existing conditions. Immediately upon the conclusion of the move, a post-move inspection will be conducted to insure no damage to the common areas has occurred. The cost of repairing any damage as a result of the move will be assessed to the homeowner. All moving related materials (boxes, wraps, etc.) must be removed from property by the moving contractor. Use of the building's trash chute or containers is not permitted.

Homeowner(s): _____

Signature

Date

Signature

Date

Moving Co. Representative: _____

Signature

Date

Common Satellite Dish Policy

As Approved by the Board of Directors
July 18, 2016

- Title:** Common Satellite Dish Policy
- Purpose:** To outline the procedure to be followed when connecting to the Common Master Satellite Antennae System.
- Definitions:**
- Common Satellite Dish:** That satellite dish provided by the Association and available to those homeowners who wish to utilize it for receiving DirectTV programming.
- Common Master Satellite Antennae System:** The satellite dish, common cable riser, and associated equipment providing a pathway for DirectTV programming from the roof to the central core of the building.
- Homeowner's Satellite System:** The tap on the common riser cable, as well as the cabling and associated equipment providing a pathway for DirectTV programming from the common cable riser to the homeowner's unit.
- Background:** The Board of Directors has seen fit to authorize the alteration of a common element, specifically to installed a Common Master Satellite Antennae System which is available for residents to utilize in order to receive DirectTV programming. This action is taken to limit the impact of mounting a satellite dish on the roof and running cable through the core of the building (common elements). The initial cost of the common system has been borne by the Association, as is any future repair and maintenance costs that cannot be attributed to a single unit. Any and all costs associated with connecting a unit to the common system is borne by homeowner of that unit.
- Procedure:**
- 1) All requests for connection to the Common Master Satellite Antennae System must be made in writing to management, who shall follow administrative procedures before giving such consent.
 - 2) Homeowners will pay a one-time connection fee, currently \$800, to Association, to defer the cost of the installation of the Common Master Satellite Antennae System as well as future maintenance, repair, and upgrade costs.
 - 3) Once the connection fee is received, Management will authorize the approved vendor to provide a tap to the common rise and connection to the homeowner's low voltage panel. The cost to provide the tap and connection is the responsibility of the homeowner, who will contract for the connection directly with the authorize vendor.
 - 4) Once the connection from the unit to the common riser is completed the homeowner will be free to choose the DirectTV vendor of their choice to provide programming and in-home equipment. No access to the antennae system beyond the unit's low voltage panel back to the satellite dish will be authorized unless the homeowner's DirectTV representative is accompanied by authorized building personnel.
 - 5) Any costs incurred from the repair or troubleshooting of the Common Master Satellite System that cannot be attributed to a single unit will be treated as a common expense. Any costs incurred from the repair or troubleshooting of the Common Master Satellite System that can be attributed to a single unit will be charged to the owner of that unit.
- Conditions:**
- The Common Master Satellite Antennae System is exclusively for DirectTV reception.
 - Alterations, adjustments, or repairs to the Common Master Satellite System must be performed the Association's authorize vendor and at the Association's direction.
 - The Association is to be held harmless and not liable for any loss or damage resulting from the homeowner's voluntary utilization of the Common Master Satellite Antennae System.

Elevator Lobby Egress Door Hardware Replacement Standard
As Approved by the Board of Directors
July 18, 2016

Title:	Elevator Lobby Egress Door Hardware Replacement Standard
Purpose:	To outline the procedure to be followed when installing locking door hardware on the elevator lobby egress door.
Definitions:	Elevator Lobby Egress Door: The door that serves as to separate the elevator lobby of the residence unit from the service corridor and the adjacent stairwells. Locking Door Hardware: That door hardware that which serves to secure the elevator lobby of the residence unit from the service corridor, while continuing to provide free and unencumbered egress from the elevator lobby to the service corridor and adjacent stairwells.
Background:	The current door hardware is passage-type in design and function, allowing free access from either side of the door and lacking locking function. An option to prevent unauthorized access to the elevator lobby from the service corridor has been requested by homeowners. The Board of Directors has seen fit to authorize the alteration of a common element, specifically to allow homeowners to install lockable door hardware on the door separating the elevator lobby from the service corridor, as long as the hardware meets stated property standards.
Procedure:	1) All requests for the replacement of the current passage hardware with lockable hardware must be made in writing to management, who shall follow administrative procedures before giving such consent. 2) Homeowners must provide management with the manufacturer's written specifications of the lockset they desire to install. The specifications must comply with the following: - The hardware must meet ANSI F86 (Storeroom/Closet) in design and function. - The hardware must have a cylindrical lockset which accepts a Sargent RA six pin key. - The hardware must be fire rated and comply with current residential high rise building codes. - The hardware must have lever type handles. - The inside lever (that on the elevator lobby side of the door) must not have any locking device that would prohibit free and unencumbered access to the service corridor and adjacent stairwells. 3) Once written approval from management is received acknowledging the proposed hardware meets property standards, the homeowner will provide management with the hardware in order to have it keyed to the property's master key system. Homeowners will be billed for the cost of keying the hardware, including shipping & handling and locksmith costs. 4) Upon the return of the hardware from the property's locksmith, the homeowner will receive two keys unique to their hardware and will be responsible for the installation of the hardware.
Conditions:	- The existing door may not be replaced or modified - The door lock must remain on the property's master key system - No additional locking devices may be installed - In the event of an emergency, authorized building personnel will be allowed to access elevator lobby without advance notice to the homeowner. The Association, including its management, employees, and authorized representatives, will not be liable for loss or damage to the elevator lobby or its contents.

Belfiore Car Jumping Policy

Adopted by the Board of Directors, September 21, 2016

Residents, guests, and employees requesting a "jump start" for their vehicle may make the request to the Concierge who will contact the Shift Engineer on duty. The Shift Engineer will attempt to jump start the vehicle after he or she makes an assessment as to whether or not they have the expertise to do so safely. If the Shift Engineer is unable to perform a jump start, the Concierge on Duty will assist the resident in contacting their preferred automobile service. In the event that the Shift Engineer does attempt to jump start the vehicle, the resident, guest, or employee agrees to hold the Association and its employees harmless and not liable for any personal property damage and/or loss to any vehicle arising or alleged to have arisen from voluntarily utilizing the services offered by the Association.

Common Garage Electrical Receptacle Installation Policy
As Approved by the Board of Directors, September 21, 2016

Title:	Common Garage Electrical Receptacle Installation Policy
Purpose:	To outline the procedure to be followed when a Homeowner requests the installation of an electrical receptacle adjacent to their assigned parking spaces.
Definitions:	Common Garage Electrical Receptacle: A two outlet surface mounted receptacle on a shared circuit of 110v/20amp. Occasional Use Small Equipment and Devices: Not intended for permanent or semi-permanent operation. Examples would be vacuums and shop lights. Low Amperage: Not requiring more than 4 amps to operate Battery Tender: A device used to maintain the proper electrical charge of a vehicle battery. May be plugged in for extended periods if it does not require more than 4 amps to operate.
Background:	Homeowners have expressed a need for an electrical supply at their parking spaces to power occasional use small equipment and devices. As the Governing Documents prohibit the use of commons systems for the personal needs of an individual homeowner, this would be a Board approved accommodation to the homeowners and not authorization for regularly occurring high amperage use, such the charging of electric or hybrid vehicles.
Procedure:	1) Requests for the installation of an electrical receptacle at a parking space should be made in writing to the Management Office. 2) Management will secure pricing for the installation from the Association's authorized electrical contractor. 3) Upon approval by Homeowner, Management will facilitate installation by the electrical contractor and include the cost of the installation on the homeowner's monthly statement following the installation.
Conditions:	Homeowner agrees that the use of the receptacle will be limited to the occasional use of low amperage devices, such as vacuums and shop lights and will not be used for charging electric or hybrid vehicles. Battery Tenders requiring 4 amps or less may be used. The Association will be held harmless for any loss or damage related to the homeowner's voluntary use of the common electrical circuit. The homeowner accepts responsibility and liability for any loss and damage resulting from their use of the common electrical circuit.

Homeowner Acknowledgment:

Name: _____

Signature: _____

Unit: _____ Date: _____

Use of Garage Common Receptacles and the Recharging of Electric or Hybrid Vehicles

No Owner, tenant, resident, guest, or invitee of any Owner or tenant shall utilize any electrical receptacle or power source which is installed in the Garage to charge or recharge any vehicle powered in whole or part by electricity (whether battery powered or hybrid). Anyone in need of an on-property power source to provide for the charging of electric or hybrid vehicles may only utilize the charging system of the electrical service provider who is authorized by the Association to provide such electrical charging systems and services. Electrical receptacles and other power sources located in the Garage are limited for use of equipment or devices (vacuums, work lights, etc.) or for battery tenders utilizing 4 amperes of electricity or less. The Association hereby expressly disclaims any and all responsibility or liability for any damage and/or loss of any kind whatever arising or alleged to have arisen from the use of the Common Area electrical facilities including, without limitation, electrical charging systems and services described hereinabove.

The following rules are applicable to the use or installation by Owners of any electrical receptacle, or power source of any nature, which is located in the Garage and is now or hereafter available to charge or recharge a hybrid electric or electric vehicle.

- Owners who wish to install an electrical charging station in the Garage shall notify Management and must have written approval before doing so.
- Management shall procure a proposal from the Association's electrician to provide the necessary dedicated electrical circuit to Owner's parking space, which shall include a meter to track individual electrical usage.
- Owner shall reimburse the Association for all costs associated with the electrical circuit installation.
- Owner shall provide a charging station of its choice and expense, or a charging station can be provided by the Association, at Owner's expense.
- Owner shall be billed monthly for the entirety of electricity consumed, plus a \$15 administrative fee.
- The charging station shall be the property of the individual Owner. The electrical circuit shall remain the property of the Association.

ANY OWNER, TENANT, RESIDENT, GUEST, OR INVITEE OF ANY OWNER OR TENANT UTILIZING ANY ELECTRIC RECEPTACLE OR POWER SOURCE FURNISHED BY AN OWNER OR THE ASSOCIATION TO CHARGE OR RECHARGE SAID PARTY'S VEHICLE SHALL DO SO ENTIRELY AT SAID PARTY'S OWN RISK AND SAID PARTY SHALL BE DEEMED CONCLUSIVELY AND IRREVOCABLY TO HAVE WAIVED AND RELEASED ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND/OR LAWSUITS BY SAID PARTY AGAINST THE ASSOCIATION AND ITS MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, AND REPRESENTATIVES FOR LOSSES, DAMAGES OR EXPENSES OF ANY KIND WHATEVER ARISING OUT OF, RESULTING FROM OR RELATING TO SAID PARTY'S USE OF AN ELECTRICAL RECEPTACLE OR POWER SOURCE USED BY SAID PARTY TO CHARGE OR RECHARGE SAID PARTY'S VEHICLE.

BELFIORE
COMMUNITY RULE #26 - COMPLIANCE POLICY FOR PET OWNERS
As Approved by the Board of Directors, November 18, 2016

1. Pet Agreements are to be filed with Building Management as required by Community Rule #26 of the Belfiore Condominium Owners Association (BCOA).
2. Pets of guest and visitors are subject to the same terms and conditions as those belonging to residents. Residents shall provide proof of current vaccinations and licensing to Management prior to or upon the arrival of visiting pets. Residents shall assume responsibility for the actions of visiting pets.
3. Pets shall not be kept on the premises for breeding purposes.
4. Pets are not allowed in common areas of the building. This includes the courtyard and swimming pool areas.
5. As a consideration to your neighbors and when it is available, pets are to be transported between floors by the use of the service elevator.
6. When out of the residence, pets are to be carried, on a short leash, or in a traveling cage;
7. Pet owners are responsible for the proper clean-up after their pets, both inside and outside the building. Such responsibility is to include the costs of cleaning or repairing any damage caused by their pet;
8. Pets are not to disturb or behave in any threatening manner to other residents or staff of Belfiore.
9. Written proof of current vaccination certificates and licensing as required by law will be furnished to the Manager of Belfiore.
10. Owners of Service or Comfort animals must provide written documentation from a medical professional or recognized registry indicating the need for such an animal. Service and Comfort animals are not subject to items 4 and 5 of this policy.
11. The Board of Directors, in its sole judgment, shall exercise whatever discretionary authority it deems appropriate to maintain the comfort and safety of all Residents as a result of pets residing in the building, including the imposition of monetary fines upon the pet owner and/or the demand for mandatory removal of the pet from the premises. Should monetary fines be assessed, they will be charged as follows:

First Offense	Letter from Property Management
Second Offense	\$50
Third Offense	\$100
Fourth Offense	\$200
Offenses thereafter	\$200 per occurrence

PET OWNER'S AGREEMENT TO ABIDE BY COMMUNITY RULE #26

I (we), _____, Resident(s) of Unit # _____, hereby accept the terms and conditions of Belfiore Pet Policy and agree to abide with Community Rule #26 of the Belfiore COA.. I (we) indemnify and hold Belfiore COA, its members, agents, directors, officers, and its employees harmless against any loss or liability of any kind or character whatsoever arising from or as a result of having such pet in the building. I further agree that the only pets allowed in residence are the ones listed below. A new Pet Agreement must be executed prior to the replacement or addition of any other pet:

	PET #1	PET #2
Name:		
Type/Breed:		
Color:		
Weight:		
City of Houston license #:		
Inoculation(s) date:		

Owner/Lessor

signature

date

Resident/Lessee

signature

date

APPROVED:

By

date

In Unit Maintenance Task Program
As Approved by the Board of Directors, February 16, 2017

Title:	In Unit Maintenance Task Program
Purpose:	To provide for Homeowners and Residents who wish to voluntarily utilize the services of the Association's staff and material in repairing and maintaining the Homeowner's Unit.
Definitions:	Association: Belfiore Condominium Owners Association Association Staff: Those in the employ of the Association, either directly or by contract. In Unit Tasks: Those activities which Association employees are able to perform without risk to the Association and which do not require a license, permit, or specialized training or certification. Repairing and Maintaining: Tasks performed on existing items in order to maintain or restore functionality. Homeowner's Unit: The Residence unit (as defined by Article 1, Section 1.1, paragraph (w) of the Declaration of Condominium), elevator lobby, and storage space.
Background:	Per the Declaration of Condominium, Homeowners are responsible for the maintenance and repair of their Residence Unit, elevator lobby and storage space, at their own cost and expense. Homeowners have the right to utilize the service provider or contractor of their choice as long as that service provider or contractor carries the minimum levels of liability insurance required by the Association and possesses the required licenses and regulatory permits to perform the work. The Association is responsible for the maintenance and repair of the Common Elements and Limited Common Elements of the property, the cost of which is shared by all owners as a common expense. The Association chooses to provide homeowners the opportunity to voluntarily utilize the services of its employees to perform minor maintenance and repair tasks to non-common area elements within the homeowner's unit, elevator lobby, and storage area, as time and business demands allow. The cost of performing such tasks (time & material) will be passed onto the homeowner and billed to their account, and paid as part of their monthly maintenance assessment. The labor rate will be set by the Board and adjusted as necessary. Labor will be billed at a minimum of ½ hour, portal to portal. Material costs will include applicable tax and shipping. Requests for service are to be made through the Management Office and scheduled during normal business hours. Requests for emergency services, addressing immediate threats to persons or property, will be responded to immediately during business hours and after hours by the on-call Engineer. After hour emergency calls for non-common element issues, will be billed a minimum of three hours, at the established rate, in order to cover travel time and overtime incurred.
Procedure:	1) Requests for in unit tasks are made through the Management Office, in person, by phone, or by email. Tasks performed include filter changes; light bulb replacement; water filter change outs; drain cleaning not requiring the disassembly of drains or pulling of toilets; minor adjustments to drawers and doors openers, hinges, and glides; simple diagnostic service to HVAC units and electrical circuits; replacement of smoke detector batteries; and adjustments to plumbing fixtures to curtail minor drips and leaks. There is no labor charged associated with changing A/C filters; changing light bulbs, whether provided by the Resident or Association; or for changing smoke detector batteries. Among services not offered under the program are appliance repair; plumbing fixture repair and replacement; HVAC unit repair and replacement; painting and wallcovering; hanging or suspending of any items from the walls or ceiling; moving of furniture; electrical modifications; and any work required by code to be performed under permit or by a licensed contractor.

2) Management will schedule the service to be performed as business allows during normal business hours (8 am to 4 pm, Monday through Friday) and no more than 72 business hours from time the request was made. In the event of an after-hours emergency (threat to persons or property) the homeowner should contact the Concierge, who will, in turn, contact the on-call Engineer.

3) A work order will be produced reflecting the task to be performed, the date and time scheduled, and the individual's name the task has been assigned to. Labor hours incurred will be noted on the work order upon completion of the task and acknowledged by the homeowner. Material costs will be added to the work order prior to billing.

4) In Unit Task charges for non-common element issues, will be posted to the homeowner's account and will be reflected on the monthly statement.

Conditions:

The Association provides the In-Unit Task Maintenance Service at the Resident's own risk. The Resident voluntarily utilizing the service will release and indemnify the Association, its agents and employees, from risk and liability from performance of such work. No warranty may be offered or should be assumed. Failure to pay for services rendered will result in the suspension of In Unit Maintenance Task Service until the obligation is satisfied. The Association employee may decline to attempt a repair if that individual does not feel they possess the skill or expertise to do so or that there is a chance that the attempt may lead to greater problems.

**Building Access for Residents' Employees, Trade People, Contractors,
Health Care Providers, and other Service Providers**

In an effort to maintain security and properly control access to Belfiore, the following shall apply to Residents' employees, trade people, contractors, healthcare providers, sitters and other service providers (hereafter refer to as service providers) and persons other than Owners, Residents, Lessees, their designated family members, invited guests, and Association employees:

- a. Residents' service providers must park offsite and not in spaces designated as guest parking. Residents who have an unoccupied parking space may allow their employees' vehicle to be parked in this space, but only under the condition that the vehicle is parked and retrieved by a valet from the Service Entrance. Because Owners' and Lessees' employees are not covered by any other indemnification commitment, the **Valet Parking Services Agreement** shall be executed by those employees who wish to utilize the valet parking service and have their car parked in the available space of a Resident. Only Residents, Association employees and Belfiore contractors are permitted to operate a vehicle within the garage.
- b. All Residents' service providers will be admitted through the Service Entrance. Upon relinquishing an accepted form of identification, an identification badge will be issued by Security. The identification badge must be visible while traveling through the common area of the property. During times when the Service Entrance is not monitored, clearance will be at the Concierge desk. Residents' service providers may not enter or exit the property through the Lobby entrance unless accompanied by the Resident.
- c. All admitted Residents' service providers shall be directed to the Service Elevator in order to travel to the Residents' floor. Residents' service providers are prohibited from using the passenger elevators unless accompanied by the Resident.
- d. Residents' service providers reverse the procedure as outlined under paragraph c. to leave the building through the Service Entrance. The previously submitted ID will be returned upon the surrender of the identification badge.
- e. Contractors and tradespeople are permitted on property Monday through Friday, between the hours of 8 am and 5 pm. Housekeepers, domestic service people, health care providers and caregivers may be permitted any time at the Resident's discretion.
- f. In the event of an emergency the Concierge must be notified by the Resident of the need to admit a contractor or tradesperson after hours. An emergency is defined as a situation with a high probability that damage or injury may occur if not immediately addressed.



Long Term Admittance Authorization

To: Belfiore COA and its Authorized Representatives

From: (circle)

Resident Owner

Resident Lessee

Unit #:

You are hereby authorized to permit access to my Unit via the building common areas on a routine or as needed basis to the person(s) denoted below upon his, her or their request. Further, I acknowledge that I have provided a key to my Unit to this/these person(s) and/or the Belfiore Condominium Owners Association for this purpose and I do not require that any persons authorized below be announced to me when they enter the building in route to my Unit;

I hereby agree to indemnify, save and hold harmless the Belfiore Condominium Owners Association and its authorized representatives from any and all loss, cost, claims or damage suffered or asserted by me or any other party as a condition for the services and conveniences herein requested and afforded me.

Access for the following individuals:

Name

Relationship

Resident Owner / Lessee Signature

Date Signed

**VALET PARKING SERVICES AGREEMENT
FOR EMPLOYEES OF OWNERS OR LESSEES
TO ABIDE BY COMMUNITY RULE #22**

PARTIES: The parties to this Agreement are Belfiore Condominium Owners Association, hereinafter called "Association," the Owners or Lessees of Unit #_____, hereinafter called "Resident(s)" and the Employee of the Resident(s), hereinafter called "Employee."

BACKGROUND:

Resident(s) have the option of self-parking and self-retrieval. As access to the garage level is limited to Resident(s) and Belfiore Staff Members, Employees do not have this option. Their only alternative is to park off the premises of Belfiore.

The Association is desirous of accommodating those Resident(s) and Employees who may want to utilize Resident(s)' parking spaces for Employees.

AGREEMENT: Association will provide valet parking service for Employees under the following conditions:

1. Resident(s) agree that Employee's vehicle may be parked in Resident(s)' assigned parking spaces.
2. Employee agrees that vehicle may be parked only in Resident(s)' assigned spaces.
3. Employee agrees that he or she may not self-park in any spaces on the premises of the condominium.
4. All parties agree that unless and until this Agreement is executed, only off-premises parking is available to Employee.
5. Resident(s)' Employee shall defend, protect, indemnify and save Association harmless against any and all claims, demand and cause of action of every kind and character arising in favor of Employee or any party claiming through Employee on account of damage to property owned or used by Employee occurring, growing out of, incident hereunder (including any condition of the premises or from separate operations being conducted hereon by Association) or while Employee's automobile is parked in the garage or on any driveway areas of Belfiore, whether such loss or damage arises from or is contributed to by the negligence in any form of the Association or its employees, or whether to imperfection of any material furnished by Association, or the premises themselves or any equipment thereon whether latent or patent, or for any other cause whatsoever. Also, the indemnification shall apply to any damage arising out of a mechanical malfunction in the vehicle. The indemnification provided for in this Agreement shall not apply to any damage or loss occurring to any property owned by any third person not a party to this Agreement. However it shall include damage to Resident(s)' vehicles damaged by Association while parking or retrieving Employee's Vehicle.

Employee further agrees to look only to his or her own insurance company for recovery of any loss or damage described above, and hereby waives and releases any and all claims whatsoever against the Association respecting any such loss or damage and assumes all liability with respect thereto.

6. This Agreement shall become effective upon execution hereof by the Parties and shall continue in force and effect until canceled by any party. Such cancellation may be effective at the option of any party by giving the other parties three (3) days notice in writing to that effect at the respective addresses of each party, provided however, that such termination shall not operate to relieve any party of its respective liability arising hereunder prior to such time as this Agreement is terminated. And, provided further, that upon any such termination by any party, Association shall be relieved of the obligation to provide any valet parking services in this Agreement to Employee. Further, should Employee be terminated by Resident, Association shall be notified immediately and valet services immediately ended.
7. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement constitutes the entire agreement between the parties hereto and it may not be modified, supplemented, discharged or rescinded except by an instrument in writing executed by the parties.
8. In the event that Employee fails to perform his or her obligation under this Agreement or brings a claim against Association in contravention of this Agreement, Employee shall be liable to Association for all attorney's fees incurred by Association in connection with such claim.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____.

**Belfiore Condominium Owners
Association:**

Employee:

*General Manager or Association
Rep.*

Signature

Date: _____

Printed

Name

Resident/Employer:

Resident/Employer:

Signature

Signature

*Printed Name
Name*

Printed

**BELFIORE CONDOMINIUM OWNERS ASSOCIATION, INC.
MAIL SERVICE AGREEMENT**

This Mail Service Agreement (this "Agreement") is made by and between **BELFIORE CONDOMINIUM OWNERS ASSOCIATION, INC** (the "Association") and the undersigned Residence Unit owner (whether one or more, "Owner") on the date written hereinafter.

RECITALS

A. Owner is the owner of the Residence Unit described hereinafter and located in Belfiore Condominium, a condominium regime in the City of Houston, Harris County, Texas, established by that certain Declaration of Condominium for Belfiore Condominium and all exhibits attached thereto, filed in the Official Public Records of Real Property of Harris County, Texas, on February 14, 2014, under Harris County Clerk's File No. 20140069188, and recorded in Film Code No. 214011, of the Condominium Records of Harris County, Texas.

B. Owner has asked the Association to from time to time collect and forward mail to Owner and the Association is willing to do so upon the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration, and subject to the terms set forth herein, the Association agrees from time to time and is hereby authorized by Owner to collect mail for Owner and thereafter forward same to Owner, and the Association is willing to do so upon the terms set forth herein. Owner agrees to notify the Association in writing of forwarding instructions promptly after notification to do so. The Association shall not be obligated to pay any cost, expense, or other charge upon receiving mail on behalf of Owner. Owner shall provide any necessary packaging and account billing instructions.

NO BAILMENT IS CREATED BY THIS AGREEMENT AND THE ASSOCIATION DOES NOT BY THIS AGREEMENT TAKE CUSTODY, CONTROL, POSSESSION OR DOMINION OVER OWNER'S MAIL BY COLLECTING, ACCEPTING, HOLDING, AND/OR FORWARDING SAME FOR OWNER. THE ASSOCIATION IS NOT A POSTAL SERVICE OR OTHERWISE ENGAGED IN THE BUSINESS OF COLLECTING, FORWARDING, HOLDING, OR ACCEPTING MAIL. ALL MAIL OF OWNER SO COLLECTED, FORWARDED, HELD, OR ACCEPTED BY THE ASSOCIATION SHALL BE AT OWNER'S SOLE AND EXCLUSIVE COST, EXPENSE AND RISK.

THE ASSOCIATION, THE ASSOCIATION'S MANAGING AGENT, THEIR RESPECTIVE EMPLOYEES, AND THE OFFICERS OR DIRECTORS OF THE ASSOCIATION (ALL THE FOREGOING BEING COLLECTIVELY REFERRED TO HEREIN AS THE "BELFIORE PARTIES") SHALL NOT BE LIABLE TO OWNER AND OWNER HEREBY RELEASES AND WAIVES ALL CLAIMS, DEMANDS, ACTIONS, LAWSUITS, OR JUDGMENTS AGAINST THE BELFIORE CONDOMINIUM OWNERS ASSOCIATION, INC. PARTIES FOR ANY ACTUAL, SPECIAL, CONSEQUENTIAL, OR OTHER LOSSES OR DAMAGES ARISING OUT OF, RESULTING FROM OR RELATING TO THIS AGREEMENT. THE FOREGOING RELEASE AND WAIVER SHALL SURVIVE THE CANCELLATION AND TERMINATION OF THIS AGREEMENT.

This Agreement contains the entire agreement made between the parties relating to the services described herein and no prior oral or written covenants or representations relating thereto and not set forth herein shall be binding on either party hereto. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by all the parties hereto. This Agreement shall be governed by and construed under the laws of the State of Texas. This Agreement shall not be effective unless and until it is executed by and distributed to both parties hereto. Either Owner or the Association may cancel and terminate this Agreement at any time by giving the other written notice thereof whereupon neither party shall have any liability or other obligation to the other party hereunder except as otherwise expressly stated herein.

THE PARTIES TO THIS AGREEMENT HEREBY ACKNOWLEDGE AND AGREE THAT
THIS AGREEMENT CONTAINS CERTAIN INDEMNIFICATION PROVISIONS.

Executed as of _____.

THE ASSOCIATION:

BELFIORE CONDOMINIUM
OWNERS ASSOCIATION, INC.

OWNER:

Printed Name: _____

By: _____
Name: _____
Title: _____

Printed Name: _____

Residence Unit No. _____

Charges for Collection of Delinquent Payments

Common Expense Charges required under the Association's governing documents are due on the first day of every calendar month. Special Assessments and other sums for which an owner may be liable shall be payable on or before ten (10) days after the date on which an invoice has been sent to an Owner. Payment of Common Expense Charges, Special Assessments and other sums for which an owner may be liable, shall be considered delinquent if not paid in full to the Association on or before ten (10) days from the due date for such payments. All payments must be sent to the following address:

Belfiore COA
1275 S. Post Oak Ln.
Houston, TX 77056

If the Association does not receive payment for any sum by the delinquent date thereof, the delinquent Owner shall pay the additional sum of \$50.00 to the Association for its time, inconvenience, and overhead in collecting the delinquent payment. In the event that an Owner fails or refuses to pay the sum due on or before the expiration of ten (10) days following notice of default, said sum shall bear interest at the maximum lawful non-usurious contractual rate of interest permitted under applicable Texas law from the original date due thereof until the date the payment is received by the Association. If the Association engages an attorney to enforce collection of any of the sums described herein, the delinquent Owner shall pay to the Association an amount equal to fifteen percent (15%) of the sum due as reasonable attorney's fees.

In addition to the foregoing charges, for each check an Owner's bank returns unpaid or uncollected to the Association, such Owner must pay to the Association:

1. A \$30 fee, and
2. All bank charges assessed against the Association.

If an Owner becomes more than sixty (60) days delinquent in the payment of any sums due to the Association, the Owner will receive a 30-day notice of the Association's intent to suspend: voting privileges; the right to use Association's amenities and common area facilities; and valet parking privileges. If such delinquency continues thereafter, such suspension may at the option of the Association's Board of Directors be made effective immediately upon notice to such Owner. If the Association receives payment in full before the 30-day notice period expires, the privileges will not be suspended.



BELFIORE CUSTOM DESIGN CRITERIA

Construction materials and specifications (excluding minor interior finish items) must comply with Base Building Specifications and plans issued by Kirksey Architects and Bury/CHPA Engineers. A copy of these documents is available for view at the offices of Belfiore Developers LLC by appointment during normal business hours.

The following documents must be submitted to the Board and the Belfiore Management Office (the "Management Office") for review and written approval prior to commencement of any work in any Unit. The Board will respond in writing within ten (10) business days its approval, comments or rejection of the plans:

- Two complete sets of architectural and engineered plans
- AIA Contractors Qualification Statement
- Contractor Proof of Insurance meeting the attached requirements
- Construction Permit issued by the City of Houston
- A completed Contractor/Subcontractor Contact Information List (form attached)
- Contractor Rules signed by Homeowner and General Contractor (attached); Homeowner/Contractor will be responsible for any violation of the Contractor Rules by Contractor, its employees, agents or subcontractors
- Evidence of Insurance
- Contractor's Indemnity signed by Contractor

GENERAL GUIDELINES

1. No modifications may be made to Common Elements of the building or the grounds, including, but not limited to:
 - Windows, doors, balcony doors, balcony rails.
 - Concrete structural (floor) slabs and columns.
2. Providing finishes and making cosmetic modifications to Residence Elevator Lobby (Limited Common Element) will be allowed following the review and approval process provided herein. Maintenance and repair of the Residence Elevator Lobby will be responsibility of the Homeowner.

3. The Homeowner will be permitted to install a hard surface stone or tile flooring to the Residence Unit balcony (Limited Common Element) following the review and approval process provided herein. Maintenance and repair of the Balcony Flooring will be responsibility of the Homeowner.
4. Security camera/equipment for a particular Residence Unit shall not be installed in any area other than within the Residence Unit or Residence Elevator Lobby
5. A sound underlayment product will be required for all hard flooring surfaces including but not limited to wood, stone, and ceramic tile. This product must be identified on all plans or by written submittal for approval by the Board. Use of concrete structural floor as finish floor will not be allowed. Minimum criteria attached.
6. Belfiore prohibits the following (without limitation):
 - Propane appliances and devices
 - Application of sun filter films directly to glass
 - Floor covering materials, the weight of which exceeds nine (9) pounds per square foot

Amendment or modification of these Custom Design Criteria shall be in the sole control and at the sole discretion of the Board of Directors (the "Board") of Belfiore Condominium Owners Association (the "Association").

BELFIORE CONTRACTOR RULES

Any alterations within a Residence Unit that will include electrical or plumbing modifications and/or wall changes must be approved in advance by the Managing Agent.

The Managing Agent may at any time inspect the work in progress to insure compliance with the Rules.

Outside contractors are at Belfiore at the invitation of a Homeowner or Belfiore Management. Contractors are required to abide by the following rules and regulations so that Homeowners and other Residents are not unduly bothered by work related activities.

PARKING

Parking for contractors performing work on residential units is not provided. Only active loading and unloading of materials is allowed at the Service Entrance and under no circumstances are vehicles to be left unattended. Entry into the garage is prohibited unless authorized by Management.

BUILDING ENTRY

All contractors must enter and exit via the east side Service Entrance of the Building.

SIGNING IN

Each contractor and worker is required to sign in at Security at the Service Entrance each time they enter the Building. They must leave a photo ID and will be issued a badge which must be worn in plain view at all times. Workers not wearing badges will be escorted from the property. Contractors are only allowed in the Unit they are authorized to work in. Workers found on any floor other than the floor(s) related to their work will be reported to security and escorted from the property.

UNIT ACCESS

Homeowners may provide management a pass key to their unit for the purpose of providing said key to authorized individuals. Such authorization is granted by the homeowner by use of the Short Term Authorization form available through the Management Office. The unit pass key will only be provided to the specific individual(s) reflected on the Short Term Authorization form. Verbal authorization cannot be accepted. Building personnel may not unlock residential units for contractors or service personnel. Homeowners shall release and indemnify the Belfiore COA, its agents and employees, from all risk and liability arising out of owner's authorization of individuals to gain entry into their residential unit.

WORKING HOURS

Working hours are Monday-Friday, 8am-5pm. Work is not permitted on the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Day. Holidays that fall on Saturdays will be observed on the Friday prior, and holidays that fall on Sunday will be observed on the following Monday.

Workers are not allowed in the Building prior to 8am and must cease all work and leave the Building by 5pm.

Any work which involves impacting or drilling of the concrete slab must be reported to the Managing Agent prior to commencement and is strictly prohibited before 10am. This includes the operation of impact hammers, rotary hammer drills, core drills, nail guns and the installation or removal of carpet tack strips.

SCHEDULING

All work must be scheduled in advance through the Management Office. All required information (including evidence of Insurance) must be submitted in writing to the Management Office prior to commencing any work. This information must include names and telephone numbers of all construction supervisors and workers who will be in the Unit. Failure to provide such information will result in denial of access to premises.

PLANS AND PERMITS

City approved plans and required permits must be presented to the Management Office before any construction within the Unit will be authorized. A copy of the final inspection or certificate of occupancy must be filed with the Management Office on completion and prior to move in.

ELEVATORS

Contractors must use the service elevator only: they are never to use the passenger elevators. The service elevator must be reserved in advance through the Management Office for all large deliveries of materials and supplies such as drywall, wood and appliances and for the removal of construction debris. The Owner/Contractor will be responsible for additional expenses for scheduling of the elevator operator during times of heavy construction periods. Reservations for hatch use must also be scheduled through the Management Office, and such use will incur an additional charge.

COMMON AREAS

Common Areas include all space in the Building that is not a part of a Unit. Such areas include elevators, elevator landings and corridors. No work of any kind is allowed in any Common Area, and Common Areas may not be used to store equipment, parts or supplies. Contractors are to use the service elevator landings to enter and exit a Unit and are to provide a protective floor covering at the service entrance.

All work must be performed inside the Unit. Use of the balcony as a work area is prohibited. No tools or materials may be stored on the balcony. No changes to the exterior of the Building are permitted.

Contractors are responsible and liable for any damage to the common areas and the cost of repair of such damage will be assessed to the homeowner to whom the contractor is employed.

COMMON SYSTEMS

No additional connections or modifications to common plumbing risers, waste stacks, or chilled water lines are authorized. In addition, existing floor penetrations for drains must be reused utilized and no additional penetrations are authorized.

STRUCTURAL ELEMENTS

The exterior walls, interior columns, and horizontal slabs (ceilings & floor) are structural elements which contain reinforcement rods and post-tension cabling. No penetration, coring, trenching, or drilling into these elements is permitted without expressed written authorization of the Board of Directors or the Managing Agent.

NOXIOUS ODORS

Adhesives, paints and finishes must meet or exceed applicable clean air standards. The use of lacquers and epoxies on the premises is prohibited. Low VOC and latex based paints, finishes, coatings, or protective materials, adhesives, etc. are to be used and odor inhibiting additives are to be utilized. When doing any painting or sealing in a unit, it is imperative that the unit doors remain closed at all times and exhaust fans be placed in open push-out windows or framed up in the balcony door opening. Failure to take the proper measures to prevent odors and dust from entering the common area and/or other residential units will result in the cessation of work until corrective action is taken.

TRASH

All trash and debris are to be completely removed from Belfiore property by the contractor. Large trash hauls are only permitted at the end of each work day. See the Management Office for special trash handling schedules. Trash chutes are never to be used for construction trash; contractors will be fined for such use. All trash receptacles throughout the Building are the sole property of Belfiore and are never to be used by contractors.

SMOKE DETECTORS AND SPRINKLER SYSTEMS

Belfiore has a very sensitive smoke and fire alarm system. Dust and paint spray that may be allowed to enter the service hallways will activate the alarm system and the Fire Department will be summoned. If this occurs, contractors will be charged for the fire call. Contractors are asked to seal all entry doors when performing work that might activate Common Area smoke detectors.

Homeowner/Contractor is required to notify and coordinate with the Management Office prior to any testing of fire/smoke alarms.

Homeowner/Contractor is required to a sprinkler contractor approved by Building Management for sprinkler modifications and additions within the Unit. Homeowner/Contractor must notify and schedule through the Management Office any sprinkler work or testing of the sprinkler system.

APPLIANCES

Unit appliances are not to be used for any reason. Kitchen sinks, bathtubs, toilets, etc. are not to be used for washing painting equipment or disposal of any construction materials. Disposing of any materials down pipes will result in dismissal and fines.

SPECIFIC NOTES

1. Use of Belfiore's carts, equipment, materials, ladders, tools and supplies or Common Area electrical outlets is not permitted.
2. All pipes must be properly sealed to Building specifications and fire rating must be maintained.
3. Neither the Association, Homeowners, Management, nor their employees shall be held responsible for any loss, damage, or theft of contractor's equipment, materials, tools or any other items belonging to the contractor.
4. No alcohol, drugs, or persons under the influence are permitted on the Belfiore property at any time. Management reserves the right to remove any worker from the property for any objectionable conduct.
5. No smoking is allowed in Units under construction or any Common Areas of the Belfiore property.
6. No weapons or firearms shall be brought into the Belfiore property. This prohibition will apply even if the holder is licensed to carry such weapon, but will not apply to duly licensed peace officers and security personnel on the property with the permission of the Management. The Management reserves the right to deny entrance to the building or to remove from the Building any person or persons who are in violation of this rule.
7. The Board and/or the Managing Agent reserves the right to rescind or amend any of these rules and regulations and to make such other rules and regulations as in its judgment shall from time to time be necessary or appropriate for the safety, protection, care and cleanliness of the Building and grounds, the operation thereof, the preservation of good order therein and the protection and comfort of Homeowners. When notice of any such amendment is given to a Homeowner/Contractor, it shall be binding as if originally herein prescribed.
8. Belfiore Management has the right and authority to stop any job activity and administer fines if any of the rules are not carefully followed.

Homeowner and Contractor acknowledge that they have read, understood, and accept these Rules.

CONTRACTOR:

Name: _____

Address: _____

Business Phone: _____

Signature: _____

HOMEOWNER SIGNATURE: _____ UNIT #: _____

GENERAL MANAGER SIGNATURE: _____

BUILDING ENGINEER SIGNATURE: _____

CONTRACTOR CONTACT LIST

General Contractor

Name _____

Address _____

Phone _____

Fax _____

E-Mail _____

Supervisor Name _____

Pager _____ Cell Phone _____

Subcontractor Information: (List major Subcontractors, Supervisor's name and a phone number at which they can be contacted during business hours.)

Drywall

Name and Address of Company _____

Name of Supervisor _____

Cell Phone or Pager _____

Mechanical

Name and Address of Company _____

Name of Supervisor _____

Cell Phone or Pager _____

Electrical

Name and Address of Company _____

Name of Supervisor _____

Cell Phone or Pager _____

Plumbing

Name and Address of Company _____

Name of Supervisor _____

Cell Phone or Pager _____

Other

Name and Address of Company _____

Name of Supervisor _____

Cell Phone or Pager _____

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limitation, all contractors shall purchase and maintain in force the following insurance, in form and from carriers acceptable to Belfiore Management, and with not less than the minimum limits set forth below:

	<u>Coverage</u>	<u>Limits</u>
1.	Workers' Compensation and Employer's Liability	Statutory Limits \$500,000.00
2.	Broad Form Commercial General Liability to include Products/Completed Operations, Broad Form Property Damage and Contractual Liability	\$1,000,000.00 on an occurrence form
3.	Comprehensive Automobile Liability to include Hired and Non-Owned Autos	\$1,000,000.00 combined single limit
4.	Umbrella Liability providing Excess Limits on Above Coverage	\$3,000,000.00

Contractor shall furnish Belfiore Management with evidence of insurance acceptable to Belfiore Management before any work is started and before any contractor's equipment is moved onto any part of the Belfiore property. Each policy of insurance required to be purchased and maintained hereunder, and the evidence of insurance to be furnished hereunder, shall provide that the insurance provided or evidenced thereby shall not be changed or canceled except upon thirty (30) days prior written notice to Belfiore, and shall name Belfiore Condominium Owners Association, its members, agents, directors, officers and employees as additional insureds, as their interests may appear. The required insurance will be endorsed to waive subrogation against the Belfiore Condominium Owners Association, its members, agents, directors, officers and employees, and shall be primary and non-contributing with any other insurance available to or carried by the Belfiore Condominium Owners Association, its members, agents, directors, officers and employees.

INDEMNITY

Contractor shall be liable to the Belfiore Condominium Owners Association (the "Association") for and shall indemnify and hold harmless the Association and the Association's members, agents, directors, officers, employees, and invitees (collectively, the "Indemnitees") from all claims, losses, costs, damages or expenses (including, but not limited to, reasonable attorneys' fees) resulting or arising or alleged to result or arise from any and all injuries to or death of any person or damage to or loss of any property caused by any act or omission of Contractor or Contractor's partners, venturers, agents, directors, officers, employees, invitees, or any parties contracting with contractor relating to the Belfiore condominium project. If any action or proceeding should be brought by or against any of the Indemnitees, Contractor shall defend such action or proceeding, at Contractor's expense, by or through attorneys satisfactory to such Indemnitee.

CONTRACTOR:

NAME: _____

SIGNATURE: _____

DATE: _____

EXCERPTS FROM DECLARATION OF CONDOMINIUM

NOTE: NOT INTENDED TO BE A COMPREHENSIVE LISTING OF ALL APPLICABLE PORTIONS OF THE DECLARATION

ARTICLE TWO

SECTION 2.2. Decorations, Maintenance and Repairs of Residence Units and Common Elements. *Provided* the same do not violate the Custom Design Criteria, any Owner shall have the right to decorate and redecorate its Residence Unit and may make any non-structural improvements or non-structural alterations within its Residence Unit (but not to Common Elements or Balconies) and shall have the right to paint, repaint, tile, wax, paper, or otherwise furnish or decorate any interior surfaces of walls, partitions, ceilings and floors within the Residence Unit.

Each Owner shall, at its own cost and expense, maintain its Residence Unit and the elevator lobby servicing exclusively its Residence Unit and its appurtenant Storage Space in good condition and repair...

SECTION 2.4. Alterations to Common Elements. No Owner shall do any act or permit any act to be done in, on or to any Residence Unit, Balcony, Parking Space, Storage Space or any portion of the Common Elements that will impair the structural integrity, weaken the support or otherwise adversely affect the Building or any Common Elements.

Decorative wall items such as lights, shelves and art work may be affixed to or installed on the walls of any Residence Unit that are not Common Elements without prior approval of the Association provided such affixation or installation is done in a good and workmanlike manner. No Owner shall make any alterations to any of the Common Elements (including walls, windows and doors that are Common Elements) or install, attach, paste or nail any article thereto without the prior approval of the Association...

SECTION 2.5. Custom Design Criteria. In addition to any other provisions hereof relating to the alteration, maintenance, decoration or repair of any Residence Unit, each Owner shall comply with the standards set by the Custom Design Criteria in effect at the time any construction, alteration or modification is made to such Owner's Residence Unit or such Owner otherwise decorates its Residence Unit. The object of the Custom Design Criteria is to ensure the design integrity of the Building and to set standards for the alteration, maintenance, decoration or repair of any Residence Unit by an Owner after construction by the Declarant of the Base Building Improvements...



EXTERIOR WINDOW WALL

The Belfiore exterior window wall is designed as an "interior glazed" system requiring that any future repair or replacement of a glass unit must be performed from inside the residence unit. While this type of major repair does not happen frequently, the occurrence has been known to occur.

Access to the windows and sliding doors of your residence should be maintained in the event such repairs or replacement becomes necessary. Any design element including partitions, glass walls, or shade systems should be constructed in a manner to allow removal without causing damage or be constructed in a manner to provide a minimum 30 inch clearance from the inside frame of the window unit.

In the event that a repair or replacement of a glass panel is made inaccessible due to fixed "in-place" improvements installed by the owner, the Belfiore HOA will require that these elements be removed to provide the required access. All cost associated with the removal and replacement of any fixed improvement installed by the owner shall be at owner's expense. Any work required to provide access shall be performed by owner's contractor.

Owners, through their designer and contractor, are encouraged to limit any design and/or construction detail that blocks access to the exterior window system of the building.

POST TENSION STRUCTURAL CONCRETE

The Belfiore concrete structural design incorporates Post Tension Structural Beams that run through-out the concrete slab in your residence. These beams contain super high-tension steel cables. The slightest damage to any one of these cables has the potential to cause excessive structural damage to the floor slab as well as possible injury to bystanders.

For this reason "No coring, drilling or cutting of the floor/ceiling slab will be permitted". Any mechanical fastening system requiring attachment to the structural slab or ceiling must not penetrate the concrete greater than 1/4" depth.



HARD SURFACES UNDERLAYMENT CRITERIA BELFIORE PROJECT

Acoustic Rating Criteria:

Airborne Sound: Minimum STC-60

Impact Sound: Minimum IIC-60

Approved product for Wood, Stone and Tile, installed by direct glue down method:

- Pilteq GenieMat RST-05, 5mm (see attached Product Data Sheet)
- Impacta ProBase, 5mm (see attached Product data Sheet)
- Or equal, submit for approval

Note:

Any design anticipating "Home Theater" or other method for installation of hard surface flooring must be submitted for review and approval.

GENIEMAT™ RST-05 SOUND CONTROL UNDERLAYMENT



Product Specification

Product Name:	GenieMat™ RST-05 (5 mm)
Description:	Robust reduced sound transmission mat made from 94% recycled rubber content used when superior sound control is required in multifamily housing, high-rises, or commercial buildings.
Application:	Flat, resilient underlayment that is used directly under a variety of floor finishes in wood, steel, and concrete construction, yielding exceptional results for impact sound insulation and protecting ceramic, porcelain, and stone from substrate cracks.*
Features and Benefits:	• Significantly reduces impact sound. • Mold, bacteria, fungi, and water resistant. • Qualifies for LEED® points. • Can be installed directly under hard surface or resilient floor coverings.
Dimension:	Rollgood: 4' wide, 30' long
Thickness:	5 mm (1/4") (+/- 1.5 mm)
Roll Weight:	110 lbs/roll
Roll Area:	120 ft²
Rolls/Pallet:	18
Leadtime:	2-3 weeks after receipt of order

Technical Data

Reduction of Impact Sound Pressure Level (ΔL _n) (BS EN ISO 140-5):	19 dB
Sheet Weight:	0.74 lbs/ft² (3.6 kg/m²)
Tensile Strength (ASTM D412, Dio C):	35 psi minimum
Elongation at Break (ASTM D412, Dio C):	60 % minimum
Compressibility (ASTM F36):	@ 50 psi = 15 % / recovery 85 % minimum @ 100 psi = 20 % / recovery 85 % minimum
Tear Strength (ASTM D624):	40 lbs/in minimum
Type A Hardness (ASTM D2240):	40 durometer
TCNA Robinson Test (ASTM C627):	Moderate commercial with tile
Crack Isolation:	Up to 3/16"
Laboratory Impact Insulation Class (ASTM E492):	Specified floor-ceiling assembly must be tested in a NVLAP-certified laboratory and comply with ASTM standards.
Field Impact Insulation Class (ASTM E1007):	Specified floor-ceiling assembly must meet requirement as stated by building code and/or acoustical consultant.
Temperature Stability:	-40°C to +115°C (-40°F to +240°F)

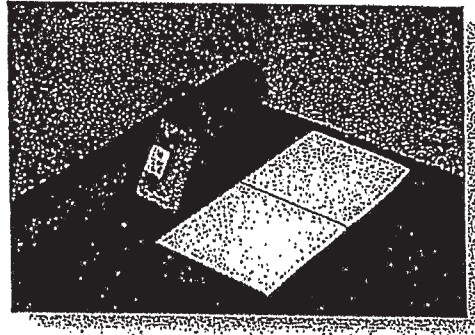
Pliteq Inc. | 410-440-0949 | E: 416@pliteq.com | www.pliteq.com
 For inquiries, please contact Laura Tipton, lti@pliteq.com

The information provided is intended to be a guide only and does not constitute a contract. The user of this information assumes all responsibility for the use of this information. Pliteq Inc. is not responsible for any errors or omissions.

Impacta-ProBase
5mm Acoustical Floor
Underlayment

IMPACTA-PROBASE

Impacta-ProBase 5 floor underlayment is made from recycled rubber tires. ProBase 5 is used under tile/marble, carpet and wood flooring. ProBase is excellent for use in lightweight wood frame construction due to its weight & mass. ProBase 5 is 3/16" thick and comes in rolls 4' x 25' (100 sq ft rolls)



Applications:

Typical uses include apartments, homes, condos, schools, hospitals and any areas where reduction from structural impact noise through the floor to ceiling assembly is required. ProBase underlayment can be installed over concrete, gypsum topping and structural sound plywood sub floors.

- 92% recycled content, qualifies for up to 5 LEED Points
- IIC rating 50+
- Easy to install, 4' x 25' rolls
- Sound control underlay for tile, stone, & Hardwood

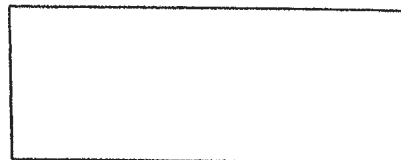
Product Data:

Description Made from 92% recycled SBR (Styrene-Butadiene Rubber) tire rubber

Nominal thickness	5mm
Density (ASTM D-792)	43 lbs cubic ft
Standard width	48" wide
Roll length	25' long
Weight	.80 lb psf
Hardness A Shore-Durometer	40-55



Distributed by:



Acoustics performance on back page



SOUND SEAL

Impacta-ProBase 5 floor underlayment (3/16" thick) 4' x 25' rolls (100 sq ft rolls) made from 92% recycled SBR (Styrene-Butadiene Rubber) tire rubber.

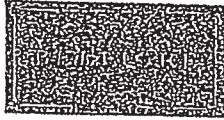


EXHIBIT C

Schedule of Finish - White Unit

The Belfiore residential unit will be conveyed at closing to the Buyer based on the following "White Unit" specifications and will be constructed according to the "Residence Plan" attached hereto and made part of this specification. The "White Unit" specification describes the general floor plan, materials, equipment, and level of finish provided to the Buyer.

Outline Specifications:

- Exterior Walls, Windows and Balcony Doors:
Provided as Common Element and maintained by the Condominium Association. No modifications to these elements are permitted.
- Balcony Walls, Ceilings and Railing:
Provided as Limited Common Element and maintained by the Condominium Association. No modifications to these elements are permitted.
- Balcony Flooring:
Provided in a natural concrete broom finish, ready for tile or stone flooring provided and installed by Buyer. Balcony flooring surfaces installed by Buyer will be maintained by Buyer.
- Interior Walls and Ceilings:
Include:
 - Metal stud framing of walls and ceilings.
 - Sheet metal blocking at locations designated for future cabinets and millwork.
 - Exterior wall insulation in accordance with manufacturer's specification and all City of Houston's Energy Code Requirements (Type: K-23 Blow-In).
 - Interior wall acoustic insulation in all partitions (Type: Unfaced 3" Batt).
 - 5/8" Gypsum/board installed and finished in accordance with manufacturer's recommendations on walls and ceilings. All sheetrock to be finished to "Level 4" specifications.
 - Damp proof Gypsum board to be installed at all bathroom walls and laundry.
 - Cement board to be installed at all "wet walls".
 - All drywall surfaces to receive one coat Latex primer/sealer.

05/06/13

• Doors:

- Installation of the entry door and sidelights at the elevator lobby. Construction to be mahogany paneled door and sidelight, stained and sealed.
- Installation of fire rated doors to stairs and service lobby. Construction to be smooth face flat slab doors with finish paint.
- Elevator door fronts and jambs to be provided with painted surfaces.

• Mechanical - HVAC:

Installation of a complete heating and cooling system utilizing (3) units with programmable thermostat controlled tones. Cooling provided by fan coil units and loop chill water system. Heating provided by strip electric heaters.

• Electrical:

- Installation of all standard wiring devices (switches, outlets) and all recessed and surface mounted light fixtures as specified on "Residence Plan".
- Installation of wiring and devices providing power to locations specified on "Residence Plan" for future appliances provided and installed by Buyer.
- Prewired for Lutron Lighting and Shade Control Zones (6). See Media Wiring attachment.
- Installation of CAT5 and RG6 Low Voltage wiring to all TV, Voice and Data locations identified on "Residence Plan". See Media Wiring attachment.

• Plumbing:

Installation of all waste, vent and water piping to locations identified as fixtures and appliances on the "Residence Plan". Hot water provided by circulating water, central boiler system maintained by the Condominium Association.

• Fire Protection:

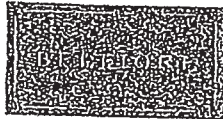
Installation of complete and functioning fire sprinkler system monitored by a Central Fire Command Center located at the first floor. Smoke detectors, strobe lights and alarms will be installed throughout the residence as required by City of Houston Ordinance.

• Security/Access:

Each residence unit will be provided with temporary manual keyed deadbolt. (Self-stored security keyed access will be provided with occupancy)

Unless identified in the above specifications, the Seller will not be providing any other equipment, materials or products including but not limited to the following: Interior Doors, Trim, Cabinets, Countertops, Flooring, Decorative Light Fixtures, Plumbing Fixtures, Hardware, Knobs and Pulls, Appliances, Finish Paint.

05/05/13



BELFIORE RESIDENTIAL UNITS

Media Wiring

The Belfiore "White Unit" will be prewired for Voice, Data, Cable TV, Shade and Lighting Control. The outlets for each system can be located on the residential plan.

The specifications are as follows:

- Voice:
Telephone service will be provided to each residence through AT&T. Prewire provided to all locations indicated on plan with CAT5 Plenum rated cable.
- Data:
Computer Network cabling is provided at locations indicated on plan utilizing CAT6 Plenum rated cable.
- Cable TV:
Cable service will be provided to each residence through Comcast. Prewire for TV is provided to locations indicated on plan with RG6 Quad Shield Plenum rated cable.
- Smart Home-Light and Shade Control:
Each residence unit will be prewired to accommodate the installation of Lutron Smart Home Controls. The Lutron prewire will also support the expandable capabilities of Lutron System.

NOTE:

All wiring will be installed with connectors and cover plates at locations shown on the residential plan. Wiring will terminate at the media center panel box located in the residence unit.

All other equipment and service connections required will be the responsibility of the Buyer.

05/06/13

FRANK, ELMORE, LIEVENS, CHESNEY & TURET, L.L.P.
ATTORNEYS AT LAW

RICHARD C. LIEVENS
WILLIAM S. CHESNEY, III
CHARLES S. TURET, JR.
KRISTI A. SLAUGHTER
KENNARD D. PIGGEE

9225 KATY FREEWAY, SUITE 250
HOUSTON, TEXAS 77024-1564
TELEPHONE: (713) 224-9400
FACSIMILE: (713) 224-0609

OF COUNSEL:
EDWIN H. FRANK, JR., P.C.
JERRY L. ELMORE
WILLIAM L. VAN FLEET, II

December 6, 2018

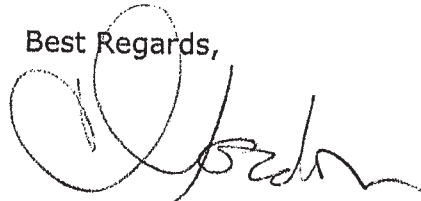
Belfiore Condominium Owners Association, Inc.
Attn John Esgate
1275 S. Post Oak Ln.
Houston, Texas 77056-2539

**IN RE: *Corporate Certificate Board of Directors (for) Belfiore
Condominium Owners Association, Inc. (Adoption of
Resolution(s) Policy Establishing the Coverage under the
Association's Policy of Insurance***

Dear John:

Enclosed please find the recorded original of Corporate Certificate.

Best Regards,



Carolyn Gordon
Assistant to Richard C. Lievens

/cg
Enclosures

6
Notice
C

**CORPORATE CERTIFICATE
BOARD OF DIRECTORS
BELFIORE CONDOMINIUM OWNERS ASSOCIATION, INC.
A TEXAS NON-PROFIT CORPORATION**

**ADOPTION OF RESOLUTION(S)
POLICY
ESTABLISHING THE COVERAGE UNDER THE ASSOCIATION'S POLICY OF INSURANCE**

The undersigned is duly authorized Officer of **BELFIORE CONDOMINIUM OWNERS ASSOCIATION, INC.**, a Texas non-profit corporation (the "Association"). The Association manages and administers the **BELFIORE CONDOMINIUM** (the "Condominium") pursuant to that certain "Belfiore Declaration of Condominium", recorded in Film Code 214011 of the Condominium Records of Harris County, Texas, together with all amendments thereto (the "Declaration"); (b) the Bylaws of the Association ("Bylaws"); (c) the Rules and Regulations of the Association (the "Rules"); and (d) Chapter 82 of the TEXAS PROPERTY CODE. The undersigned duly authorized does hereby certify, that at a duly called meeting of the Board of Directors held on November 15 2018, the following **POLICY ESTABLISHING THE COVERAGE UNDER THE ASSOCIATION'S POLICY OF INSURANCE** was adopted pursuant to the following resolutions duly made and duly approved by the Board of Directors:

10
12

**RESOLUTION
ESTABLISHING THE
COVERAGE UNDER THE ASSOCIATION'S POLICY OF INSURANCE**

[Capitalized terms have the meaning as set forth in the Declaration and/or Bylaws and/or Rules]

WHEREAS, Section 82.111(a) and (b) of the Texas Uniform Condominium Act ("TUCA") generally provides that the Association must, to the extent reasonably available, obtain and maintain insurance policies covering the buildings, Common Elements, and Units, but need not include improvements and betterments installed by the Unit Owners; and Article 5, Section 5.1 of the Declaration generally provides that the Association shall insure the Building, including the Residence Units (except as set forth in Section 5.2 of the Declaration) and the Common Elements; and

WHEREAS, the Board, having considered all relevant factors, and based on its business judgment to secure such insurance in compliance with TUCA and the Declaration, has deemed it necessary, by this Resolution, to clarify and define the insurance coverage that the Association shall maintain under the Association's master insurance policy with regard the Residence Units; it is therefore

RESOLVED, that the Board has obtained insurance policies required by 82.111(a) and (b) of TUCA, and Section 5.1 of the Declaration; and that such insurance coverage shall extend to, and shall include the Residence Units, but, as allowed by TUCA that the insurance coverage obtained and maintained by the Association covering the Residence Units as provided in Section 5.1 of the Declaration shall cover and extend only to those portions of the Residence Units

described in the "White Unit" Specifications set forth in the attached Exhibit "A", same being the original construction specifications/build-out standards of such Residence Units as initially installed by the Declarant and conveyed to the original purchasers of Residence Units, and shall not cover or extend to the improvements or betterments installed by Owners above and beyond such "White Unit" Specifications; and

FURTHER RESOLVED, that the Association's insurance coverage insuring the Residence Units as provided in Section 5.1 of the Declaration shall specifically include, and extend to the Owners' Residence Unit and shall cover only the improvements, fixtures, and installations described in the "White Unit" specifications set forth and described in Exhibit "A" attached hereto and made a part hereof for all purposes, same being the original construction specifications/build-out standards as to such items as originally installed by the Declarant and conveyed to the original purchasers of Residence Units, and shall not cover or extend to any improvements or betterments installed by Owners above and beyond such "White Unit" Specifications; and

FURTHER RESOLVED, that all it shall be the responsibility of the Owners to insure all betterments and improvements installed by the Owners to the Residence Units above and beyond the "White Unit" Specifications pursuant to the provisions of Section 5.2 of the Declaration.

This Resolution Establishing the Coverage Under the Association's Policy of Insurance is being recorded in the Public Records of Harris County, Texas pursuant to the requirements of Section 202.006 of the Texas Property Code.

The undersigned has hereunto set his/her hand at Houston, Texas this 21st day of November, 2010.

**BELFIORE CONDOMINIUM OWNERS
ASSOCIATION, INC.,**

a Texas non-profit corporation

By: Stephen Cassiani

(Signature)

Stephen Cassiani

(Name Printed)

Its: President

(Title/Officer Position)

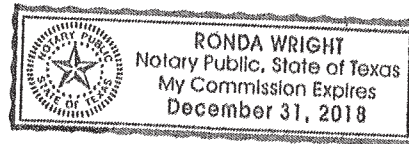
STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on this 21st day of NOVEMBER, 2018 by STEPHEN CASSIANT, PRESIDENT of BELFIORE CONDOMINIUM OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of such corporation.

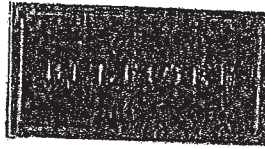
Ronda Wright
Notary Public - State of Texas



RECORD AND RETURN TO:

Frank, Elmore, Lievens,
Chesney & Turet, L.L.P.
Attn: Richard C. Lievens
9225 Katy Freeway, Suite 250
Houston, Texas 77024

EXHIBIT "A"
"WHITE UNIT SPECIFICATIONS"



Schedule of Finish - White Unit

The Belfiore residential unit will be conveyed at closing to the Buyer based on the following "White Unit" specifications and will be constructed according to the "Residence Plan" attached hereto and made part of this specification. The "White Unit" specification describes the general floor plan, materials, equipment, and level of finish provided to the Buyer.

Outline Specifications:

- Exterior Walls, Windows and Balcony Doors:
Provided as Common Element and maintained by the Condominium Association. No modifications to these elements are permitted.
- Balcony Walls, Ceilings and Railing:
Provided as Limited Common Element and maintained by the Condominium Association. No modifications to these elements are permitted.
- Balcony Flooring:
Provided in a natural concrete broom finish, ready for tile or stone flooring provided and installed by Buyer. Balcony flooring surfaces installed by Buyer will be maintained by Buyer.
- Interior Walls and Ceilings:
Include:
 - Metal stud framing of walls and ceilings.
 - Sheet metal blocking at locations designated for future cabinets and millwork.
 - Exterior wall insulation in accordance with manufacturer's specification and all City of Houston's Energy Code Requirements (Type: K-13 Blow-in).
 - Interior wall acoustic insulation in all partitions (Type: Unfaced 3" Batt).
 - 5/8" Gypsum board installed and finished in accordance with manufacturer's recommendations on walls and ceilings. All sheetrock to be finished to "Level 4" specifications.
 - Damp proof Gypsum board to be installed at all bathroom walls and laundry.
 - Cement board to be installed at all "wet walls".
 - All drywall surfaces to receive one coat Latex primer/sealer.

05/06/13

• Doors:

- Installation of the entry door and sidelights at the elevator lobby. Construction to be mahogany paneled door and sidelight, stained and sealed.
- Installation of fire rated doors to stairs and service lobby. Construction to be smooth face flat slab doors with finish paint.
- Elevator door fronts and jams to be provided with painted surfaces.

• Mechanical - HVAC:

Installation of a complete heating and cooling system utilizing (3) units with programmable thermostat controlled zones. Cooling provided by fan coil units and loop chill water system. Heating provided by strip electric heaters

• Electrical:

- Installation of all standard wiring devices (switches, outlets) and all recessed and surface mounted light fixtures as specified on "Residence Plan".
- Installation of wiring and devices providing power to locations specified on "Residence Plan" for future appliances provided and installed by Buyer.
- Prewired for Lutron Lighting and Shade Control Zones (6). See Media Wiring attachment.
- Installation of CAT5 and RG6 Low Voltage wiring to all TV, Voice and Data locations identified on "Residence Plan". See Media Wiring attachment.

• Plumbing:

Installation of all waste, vent and water piping to locations identified as fixtures and appliances on the "Residence Plan". Hot water provided by circulating water, central boiler system maintained by the Condominium Association.

• Fire Protection:

Installation of complete and functioning fire sprinkler system monitored by a Central Fire Command Center located at the first floor. Smoke detectors, strobe lights and alarms will be installed throughout the residence as required by City of Houston Ordinance.

• Security/Access:

Each residence unit will be provided with temporary manual keyed deadbolt. (Belfiore security keyed access will be provided with occupancy)

Unless identified in the above specifications, the Seller will not be providing any other equipment, materials or products including but not limited to the following: Interior Doors, Trim, Cabinets, Countertops, Flooring, Decorative Light Fixtures, Plumbing Fixtures, Hardware, Knobs and Pulls, Appliances, Finish Paint;

05/06/13

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.



BELFIORE RESIDENTIAL UNITS

Media Wiring

The Belfiore "White Unit" will be prewired for Voice, Data, Cable TV, Shade and Lighting Control. The outlets for each system can be located on the residential plan.

The specifications are as follows:

- Voice:
Telephone service will be provided to each residence through AT&T. Prewire provided to all locations indicated on plan with CAT5 Plenum rated cable.
- Data:
Computer Network cabling is provided at locations indicated on plan utilizing CAT6 Plenum rated cable.
- Cable TV:
Cable service will be provided to each residence through Comcast. Prewire for TV is provided to locations indicated on plan with RG6 Quad Shield Plenum rated cable.
- Smart Home-Light and Shade Control:
Each residence unit will be prewired to accommodate the installation of Lutron Smart Home Controls. The Lutron prewire will also support the expandable capabilities of Lutron System.

NOTE:

All wiring will be installed with connectors and cover plates at locations shown on the residential plan. Wiring will terminate at the media center panel box located in the residence unit.

All other equipment and service connections required will be the responsibility of the Buyer.

05/06/13

FILED FOR RECORD

8:00:00 AM

Thursday, November 29, 2018

Stan Stuart

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

Thursday, November 29, 2018



Stan Stuart

COUNTY CLERK
HARRIS COUNTY, TEXAS

**CORPORATE CERTIFICATE
BOARD OF DIRECTORS
BELFIORE CONDOMINIUM OWNERS ASSOCIATION, INC.
A TEXAS NON-PROFIT CORPORATION**

**AMENDMENT
TO THE
RULE AND REGULATIONS**

The undersigned is duly authorized Officer of **BELFIORE CONDOMINIUM OWNERS ASSOCIATION, INC.**, a Texas non-profit corporation (the "Association"). The Association manages and administers the **BELFIORE CONDOMINIUM** (the "Condominium") pursuant to that certain "Belfiore Declaration of Condominium", recorded in Film Code 214011 of the Condominium Records of Harris County, Texas, together with all amendments thereto (the "Declaration"); (b) the Bylaws of the Association ("Bylaws"); (c) the Rules and Regulations of the Association (the "Rules"); and (d) Chapter 82 of the TEXAS PROPERTY CODE. The undersigned duly authorized Officer does hereby certify, that at that at a duly called meeting of the Board held on December 19 2018, the following **AMENDMENT TO THE RULES AND REGULATIONS** was adopted pursuant to the following resolutions duly made and duly approved by the Board:

[Terms that have the initial letter of each word capitalized have the same meaning as set forth in the Declaration and/or Bylaws and/or Rules]

WHEREAS, the Texas Uniform Condominium Act provides the Association with the authority, acting through its Board, to regulate the use, maintenance, repair, replacement, modification, and appearance of the Condominium; and to adopt and amend rules regulating the use, occupancy, leasing or sale, maintenance, repair, modification and appearance of Residence Units and Common Elements to the extent the regulated actions affect Common Elements and other Residence Units; and

WHEREAS, a copy of the existing Rules and Regulations of the Association is/are attached as Exhibit "B" to that certain "Recordation of Dedicatory Instruments" filed under County Clerk's File No. RP-2017-368288 of the Real Property Records of Harris County, Texas (the "Rules and Regulations" herein); and

WHEREAS, the Board, having considered all relevant factors, has determined that it is necessary and desirable to amend the Rules and Regulations;

NOW THEREFORE,

IT IS RESOLVED, that the Rules and Regulations be amended as follows:

[continued on following page]

AMENDMENT TO RULES AND REGULATIONS

The existing Rule No. 8 of the Rules and Regulations shall be deleted in its entirety and replaced with the following amended and restated Rule No. 8:

"8. Decorations to Entrances, Balconies; Prohibition as to live natural cut trees.

(a) Entrances, hallways, Balconies or other portions of the Common Elements shall not be decorated by any Owner in any manner without prior written consent of the Board or Managing Agent, except Balconies may be furnished with outdoor furniture and potted plants so long as the height thereof does not extend above the railing of the Balconies. Outdoor grills (whether gas, charcoal, electric, or otherwise) are not allowed on the Balconies. Owners may not alter their Balcony flooring unless (a) prior approval of such alteration is granted in writing by the Board or the Managing Agent and (b) the flooring materials to be used in such alteration do not exceed nine (9) pounds per square foot.

(b) Owners may place decorations, wreaths, or seasonal holiday decorations on their entry door so long as the materials are not live and are not a fire hazard. No fresh-cut trees (without limitation, Christmas trees, or holiday trees) shall be allowed within the elevator lobby servicing exclusively its Residence Unit. The Association reserves the right to remove any material which it deems inappropriate or hazardous.

(c) Seasonal or holiday decorations, including decorative or ornamental lighting, greenery, banners, signage, and the like shall be prohibited on the Balconies.

(d) The placement of natural cut trees (including Christmas trees) inside Residence Units shall be strictly prohibited, and no natural cut trees (including Christmas trees) shall be permitted to be brought into the Building.

Artificial decorative vegetation (including Christmas trees) shall be allowed provided that same are flame resistant or flame retardant. The use of unlisted electrical wiring and lighting on decorative vegetation is prohibited. The use of electrical wiring and lighting on metal artificial trees is prohibited."

[continued on following page]

This Amendment to the Rules and Regulations is being recorded as a "dedicatory instrument" in the Office of the County Clerk of Harris County, Texas pursuant to the requirements of Section 202.006 of the Texas Property Code.

This Amendment to the Rules and Regulations shall be valid, binding, and effective upon its recordation in the Office of the County Clerk of Harris County, Texas.

The undersigned has hereunto set his/her hand at Houston, Texas this 20th day of December, 2018.

**BELFIORE CONDOMINIUM OWNERS
ASSOCIATION, INC.,**

a Texas non-profit corporation

By: [Signature]
(Signature)

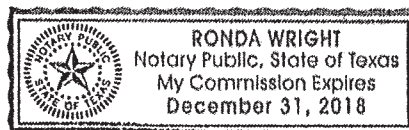
STEPHEN CASSIARI
(Name Printed)

Its: PRESIDENT
(Title/Officer Position)

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 20th day of DECEMBER, 2018 by STEPHEN CASSIARI, PRESIDENT of **BELFIORE CONDOMINIUM OWNERS ASSOCIATION, INC.**, a Texas non-profit corporation, on behalf of such corporation.

Ronda Wright
Notary Public - State of Texas



RECORD AND RETURN TO:
Frank, Elmore, Lievens,
Chesney & Turet, L.L.P.
Attn: Richard C. Lievens
9225 Katy Freeway, Suite 250
Houston, Texas 77024

**CERTIFICATE OF CORPORATE RESOLUTION OF
BOARD OF DIRECTORS
BELFIORE CONDOMINIUM OWNERS ASSOCIATION, INC.
(DOCUMENT RETENTION)**

The undersigned Officer of Belfiore Condominium Owners Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors of the Association held on October 21, 2021, with at least a majority of the Board of Directors being present, the following resolution was duly made and approved by the Board of Directors:

WHEREAS, pursuant to that certain "Belfiore Declaration of Condominium" recorded under Film Code No. 214011 of the Condominium Records of Harris County, Texas, and any and all amendments thereto (the "Declaration"), the Association is responsible for the administration and operation of the Belfiore Condominium (the "Condominium") and the restrictive covenants set forth therein; and

WHEREAS, by this resolution, the Board of Directors wishes to adopt a policy governing the retention of documents consistent with the provisions of Section 82.1141(l) of the TEXAS PROPERTY CODE, and to provide disclosure of such policy to current and future owners of units in the Condominium as to same.

NOW THEREFORE, formal notice is hereby given to all current and future owners of units in the Condominium as to the policy of the Association, as follows:

**ASSOCIATION POLICY AS TO
DOCUMENT RETENTION**

It shall be the policy of the Association to retain the following documents in accordance with the stated requirements.

1. Certificates of formation, bylaws, dedicatory instruments, and all amendments to the certificates of formation, bylaws, and dedicatory instruments shall be retained permanently;
2. Financial books and records shall be retained for at least seven (7) years;
3. Account records of current owners shall be retained for at least five (5) years;
4. Contracts with a term of one year or more shall be retained for at least four (4) years after the expiration of the contract term;
5. Minutes of meetings of the owners and the board shall be retained for at least seven (7) years; and
6. Tax returns and audit records shall be retained for at least seven (7) years.

The Association shall not be required to retain any documents not shown herein above. After the expiration of the applicable retention period, the documents are subject to removal from the Association's books and records, and shall no longer be available for review or inspection.

**Belfiore Condominium Owners Association,
Inc., a Texas non-profit corporation**

By: [Signature]
(signature)

Thomas J. DeGeorgio

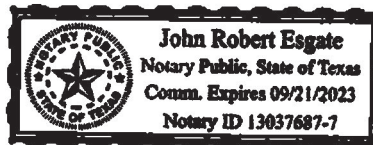
(name printed)

President of the Board of Directors

Its: _____
(title)

STATE OF TEXAS

COUNTY OF HARRIS



This instrument was acknowledged before me on this 1st day of November 2021, by Thomas J. DeGeorgio, President of Belfiore Condominium Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

[Signature]
Notary Public - State of Texas

RP-2021-634735
Pages 3
11/03/2021 11:02 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$22.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically
and any blackouts, additions or 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.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2021-634735

**CERTIFICATE OF CORPORATE RESOLUTION OF
BOARD OF DIRECTORS
BELFIORE CONDOMINIUM OWNERS ASSOCIATION, INC.
(RECORD PRODUCTION AND COPYING)**

The undersigned Officer of Belfiore Condominium Owners Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors of the Association held on October 21, 2021, with at least a majority of the Board of Directors being present, the following resolution was duly made and approved by the Board of Directors:

WHEREAS, pursuant to that certain "Belfiore Declaration of Condominium" recorded under Film Code No. 214011 of the Condominium Records of Harris County, Texas, and any and all amendments thereto (the "Declaration"), the Bylaws of the Association, and all dedicatory instruments governing the Association, the Association is responsible for the administration and operation of the Belfiore condominium (the "Condominium") and the restrictive covenants set forth therein; and

WHEREAS, by this resolution, the Board of Directors wishes to adopt a policy governing the production and copying documents consistent with the provisions of Section 82.114(h) of the TEXAS PROPERTY CODE, and to provide disclosure of such policy to current and future owners of condominium units in the Condominium as to same.

NOW THEREFORE, formal notice is hereby given to all current and future owners of condominium units in the Condominium as to the following policy of the Association:

**ASSOCIATION POLICY AS TO
RECORD PRODUCTION AND COPYING**

I. BOOKS AND RECORDS.

- A. The Association shall make the books and records of the Association, including financial records, open to and reasonably available for examination by an owner or a person designated in writing signed by the owner as the owner's agent, attorney or certified public accountant in accordance with Section 82.114 of the Texas Property Code. An owner is entitled to obtain from the Association copies of information contained in the books and records.
- B. The files of the Association's attorney are not subject to inspection by an owner or production in a legal proceeding. However, attorney fee invoices for which the Association is seeking reimbursement from the owner may be requested by said owner in accordance with Section 82.114(c) of the Texas Property Code.
- C. The Association is not required to release or allow inspection of any books or records that identify the dedicatory instrument violation history of an individual unit owner of the Association, a unit owner's personal financial information (including records of payment or non-payment of amounts due to the Association), a unit owner's contact information, a unit owner's

address, or information related to an employee of the Association (including personnel files). Information may be released in an aggregate or summary manner that would not identify an individual owner.

- D. The Association may release or allow inspection of any of the books and records described in Section I.C. if (1) the express written approval of the owner whose records are the subject of the request for inspection is provided to the Association; or (2) a court orders the release of the books and records or orders that the books and records be made available for inspection.
- E. The Association may produce books and records in hard copy, electronic or other format reasonably available to the Association.

II. WRITTEN REQUEST AND NOTICES.

- A. An owner or the owner's authorized representative must submit a written request for access or information by certified mail to the mailing address of the Association or authorized representative as reflected in the most current management certificate of the Association recorded in the Official Public Records of Harris County, Texas. Such written request must contain sufficient detail describing the Association's books and records being requested. The written request must contain an election to either inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records.
 - 1. If an owner or the owner's representative requests an inspection, the Association shall on or before the tenth (10th) business day after the date the Association receives the written request send written notice of dates during normal business hours that the owner or the owner's representative may inspect the books and records to the extent those books and records are in the possession, custody or control of the Association.
 - 2. If an owner or the owner's representative requests copies of the identified books and records, the Association shall, to the extent those books and records are in the possession, custody or control of the Association, produce the requested books and records for the requesting party on or before the tenth (10th) business day after the date the Association receives the written request, except as otherwise provided in this policy.
- B. If the Association is unable to produce the books and records requested on or before the tenth (10th) business day after the date the Association receives the written request, the Association must provide to the requestor a written notice that (1) informs the requestor that the Association is unable to produce the information on or before the tenth (10th) business day after the date the Association receives the written request; and (2) states a date

by which the information will be sent or made available for inspection to the requesting party that is not later than the fifteenth (15th) business day after the date notice under this section is given.

- C. If an inspection is requested or required, the inspection shall take place at a mutually agreed on time during normal business hours. The requesting party shall identify the books and records for the Association to copy and forward to the requesting party. The requesting party shall pay, in advance of the inspection, the costs for labor to supervise the inspection in accordance with Section III. After the inspection, the requesting party shall pay, in advance, the costs to copy and forward the identified documents in accordance with Section III.

III. COSTS AND EXPENSES.

- A. The Association will charge the requesting party the costs associated with the compilation, production and reproduction of information requested pursuant to this policy. Such costs shall include all reasonable costs of materials, labor, overhead, and postage. Such costs shall be charged at an amount not to exceed costs that would be applicable for an item under Title 1 Texas Administrative Code Section 70.3 as same may change from time to time for an item produced by the Association, and may not exceed actual costs for an item produced by a third party. As of the date of this Policy, charges applicable under the Texas Administrative Code are as follows for the following items (please refer to the Texas Administrative Code for a complete list of permissible charges and amounts):

COPY COSTS	\$0.10 per page for 8 ½ x 11 pages
	\$0.50 per page for pages 11 x 17 or greater
	Actual costs for specialty paper (color, photographs, maps, etc.)
	\$1.00 for each CD or audio cassette
	\$3.00 for each DVD
LABOR	\$15.00 per hour for actual time to locate, compile, manipulate data, and reproduce books and records (if copy request is more than 50 pages)
OVERHEAD	20% of total labor charge (if copy request is more than 50 pages)
MATERIALS	Actual cost of labels, boxes, folders, envelopes and other supplies used locate, compile, and reproduce books and records

POSTAGE

Actual cost

- B. An owner must pay, in advance, the estimated costs of compilation, production and reproduction of the requested information. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the thirtieth (30th) business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the thirtieth (30th) business day after the date the final invoice is sent to the owner, may be added to the owner's account with the Association as an assessment. If the estimated costs exceed the final invoice amount, the owner is entitled to a refund. The refund shall be issued to the owner not later than the thirtieth (30th) business day after the date the final invoice is sent to the owner. The Association shall determine estimated costs of compilation, production and reproduction based upon the amounts shown in Section III.A. herein above.

WITNESS MY HAND on this 1st day of November, 2021.

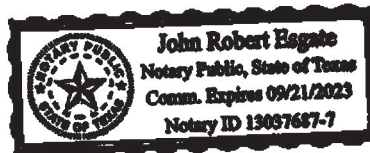
BELFIORE CONDOMINIUM OWNERS ASSOCIATION,
INC., a Texas non-profit corporation

By: [Signature]
(signature)
Thomas J. DeGeorgio
(name printed)
Its: President of the Board of Directors
(officer position)

STATE OF TEXAS

COUNTY OF HARRIS

§
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§



This instrument was acknowledged before me on this 1st day of November, 2021 by Thomas J. DeGeorgio, President of Belfiore Condominium Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

[Signature]
Notary Public - State of Texas

RP-2021-634736
Pages 5
11/03/2021 11:02 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$30.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically
and any blackouts, additions or 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.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2021-634736

**CORPORATE CERTIFICATE
BOARD OF DIRECTORS
BELFIORE CONDOMINIUM OWNERS ASSOCIATION, INC.
A TEXAS NON-PROFIT CORPORATION**

**SECOND AMENDMENT
TO THE
RULE AND REGULATIONS**

The undersigned is duly authorized Officer of **BELFIORE CONDOMINIUM OWNERS ASSOCIATION, INC.**, a Texas non-profit corporation (the "Association"). The Association manages and administers the **BELFIORE CONDOMINIUM** (the "Condominium") pursuant to that certain "Belfiore Declaration of Condominium", recorded in Film Code 214011 of the Condominium Records of Harris County, Texas, together with all amendments thereto (the "Declaration"); (b) the Bylaws of the Association ("Bylaws"); (c) the Rules and Regulations of the Association (the "Rules"); and (d) Chapter 82 of the TEXAS PROPERTY CODE. The undersigned duly authorized Officer does hereby certify, that at that at a duly called meeting of the Board held on November 16 2022, the following **AMENDMENT TO THE RULES AND REGULATIONS** was adopted pursuant to the following resolutions duly made and duly approved by the Board:

[Terms that have the initial letter of each word capitalized have the same meaning as set forth in the Declaration and/or Bylaws and/or Rules]

WHEREAS, the Texas Uniform Condominium Act provides the Association with the authority, acting through its Board, to regulate the use, maintenance, repair, replacement, modification, and appearance of the Condominium; and to adopt and amend rules regulating the use, occupancy, leasing or sale, maintenance, repair, modification and appearance of Residence Units and Common Elements to the extent the regulated actions affect Common Elements and other Residence Units; and

WHEREAS, a copy of the existing Rules and Regulations of the Association is/are attached as Exhibit "B" to that certain "Recordation of Dedicatory Instruments" filed under County Clerk's File No. RP-2017-368288 of the Real Property Records of Harris County, Texas; the aforesaid Rules and Regulations having been amended by that certain "Amendment to Rules and Regulations," a copy of which being filed of record under that certain Corporate Certificate filed under County Clerk's File No. RP-2019-7662 of the Real Property Records of Harris County, Texas (collectively, the "Rules and Regulations" herein); and

WHEREAS, the Board, having considered all relevant factors, has determined that it is necessary and desirable to further amend the Rules and Regulations;

NOW THEREFORE,

IT IS RESOLVED, that the Rules and Regulations be amended as follows:

SECOND AMENDMENT TO RULES AND REGULATIONS

The existing Rule No. 27 of the Rules and Regulations shall be amended by adding to such Rule No. 27 the following provisions:

"The Association's employee(s) and/or staff will provide customary assistance to residents and their guests which does not entail physical contact with an individual or involve the use of assistive equipment, such as wheelchairs, walkers, or crutches.

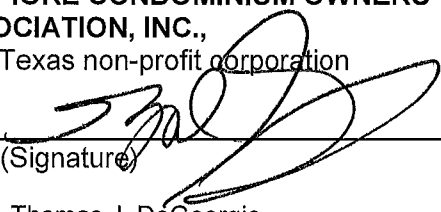
In the event of an emergency, such as a collapse or fall, the Association's employee(s) and/or staff will immediately contact emergency services (911) and remain with the individual until emergency personnel arrive. The Association's employee(s) and/or staff are not required to provide assistance that requires physical contact, and any action taken in rendering emergency aid shall be solely voluntary."

This Second Amendment to the Rules and Regulations is being recorded as a "dedicatory instrument" in the Office of the County Clerk of Harris County, Texas pursuant to the requirements of Section 202.006 of the Texas Property Code.

This Amendment to the Rules and Regulations shall be valid, binding, and effective upon its recordation in the Office of the County Clerk of Harris County, Texas.

The undersigned has hereunto set his/her hand at Houston, Texas this 17th day of November, 2022

**BELFIORE CONDOMINIUM OWNERS
ASSOCIATION, INC.,**
a Texas non-profit corporation

By: 
(Signature)

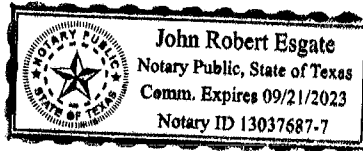
Thomas J. DeGeorgio
(Name Printed)

Its: President of the BCOA Board of Directors
(Title/Officer Position)

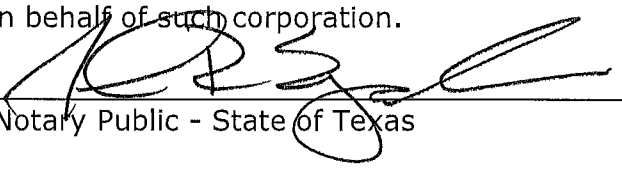
STATE OF TEXAS

COUNTY OF HARRIS

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This instrument was acknowledged before me on this 17th day of November, 2022 by Thomas J. DeGeorgio,
President of **BELFIORE CONDOMINIUM OWNERS ASSOCIATION, INC.**, a Texas non-profit corporation, on behalf of such corporation.


Notary Public - State of Texas