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SECOND AMENDED AND RESTATED RULES AND REGULATIONS
FOR
THE RENAISSANCE ON TURTLE CREEK CONDOMINIUM

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ARTICLE I
General Provisions

These Second Amended and Restated Rules and Regulations, as may be amended and supplemented (these "Regulations") for The Renaissance on Turtle Creek Condominium located in Dallas County, Texas (the "Condominium") have been duly established and adopted according to the Governing Documents, hereinafter defined, by the Board of Directors of The Renaissance on Turtle Creek Condominium Association, Inc., a Texas nonprofit corporation (the "Association") to be effective on the date these Regulations are recorded in the Official Public Records of Dallas County, Texas (the "Effective Date").

These Regulations shall amend and restate in their entirety the Amended and Restated Rules and Regulations for the Renaissance on Turtle Creek Condominium recorded March 3, 2017 as Document No. 201700092227 in the Official Public Records of Dallas County, Texas, as may be amended and supplemented (collectively, the "2017 Rules"), the Delinquent Assessments Policy for the Renaissance on Turtle Creek Condominium Association, Inc. filed of record on May 13, 2013, in the Official Public Records of Dallas County, Texas as Document No. 201300148931, as amended and supplemented (the "Delinquent Assessments Policy"), and all dedicatory instruments, resolutions of the Board of Directors, policies, and any other instrument or document established and/or adopted by the Board of Directors prior to the Effective Date for purposes of amending, supplementing or enforcing the 2017 Rules or the Delinquent Assessments Policy, whether or not recorded in the Official Public Records of Dallas County, Texas, prior to the Effective Date of these Regulations (collectively, with the 2017 Rules and Delinquent Assessments Policy, the "Past Rules"). These Regulations are considered one of the Governing Documents of the Association and Condominium; provided, however, these Regulations do not amend, supplement or replace any other Governing Document or any other restriction or covenant filed of record for the Condominium or Association which are not a part of the Past Rules or these Regulations.

In the event of a conflict between these Regulations and the Act, the Act shall control. In the event of a conflict between these Regulations and the Declaration, the Declaration shall control so long as the conflicting provision in the Declaration is lawful and enforceable, and the conflicting provision in these Regulations is indeed a direct conflict and not intended to supplement such provision in the Declaration according to Article 3 thereof. In the event of a conflict between these Regulations and the Bylaws, the Bylaws shall control so long as such provision in the Bylaws is lawful and enforceable. In the event of a conflict between these Regulations and any Posted Rules, the most recent rules adopted by the Board of Directors contained in either of these Regulations or the Posted Rules shall control. If the Act or any other Legal Requirement applicable to the Condominium or Association is hereafter amended or changed, these Regulations shall be interpreted in a manner that conforms to the provisions of such Legal Requirements. These Regulations do not intend to include or have enforced, nor shall the Association, Manager, Board of Directors or any of their respective members, officers, employees, agents, successors and assigns include in the future by amendment or supplement or knowingly enforce, any provision in these Regulations or any provision in any other Governing Document that violates any Legal Requirement, including without limitation, Chapter 202 of the Texas Property Code entitled *Construction and Enforcement of Restrictive Covenants*, as may be amended.

Section 1.1 Definitions. The following terms are defined for use in these Regulations. **Capitalized terms used in these Regulations which are not defined in this Section 1.1, or elsewhere in these Regulations, shall have the meaning given to such terms in the Declaration.**

"Act." The Uniform Condominium Act, Texas Property Code, Chapter 82, Section 82.001 et seq., as amended from time to time.

"Assessments." Means and includes Monthly Assessments, Special Assessments and such other amounts, charges, dues, and costs which are defined and more particularly described in the Declaration and the Delinquent Assessments Policy.

"Association." This term has the meaning set forth above in Article 1 of these Regulations.

"Balcony Areas." All areas shown and marked as a Limited Common Element "balcony" or "terrace" of a Unit on the Map attached as an exhibit to the Declaration, as amended.

"Building." Collectively, the buildings located on the Land in which the Units are located.

"Building Standard." The type of finishes, fixtures, and equipment standard in the Building, including the type, color, brand, and quality of materials, including, without limitation, paint and hardware, which the Association reasonably designates from time to time to be the minimum type, brand or quality to be used in the Building or the exclusive type, grade or quality of material to be used in the Building.

"Bylaws." The Bylaws for The Renaissance on Turtle Creek Condominium Association, Inc., a Texas nonprofit corporation recorded on November 25, 2002, together with the Declaration under Deed Book 230 at Page 06012 in the Official Public Records of Dallas County, Texas, as amended and supplemented.

"Commercial Unit." A Commercial Unit located in the Condominium.

"Common Elements." All portions of the Condominium other than the Units, including Limited Common Elements and General Common Elements.

"Condominium." The form of real property established by and further described in the Declaration for the Property.

"Contractor." Any third-party Person performing construction, installation, repair, remodeling, maintenance, cleaning, or other similar type services in and to a Unit or a Balcony Area retained by an Owner, Tenant, or Occupant in the Condominium.

"Declaration." That certain Condominium Declaration for The Renaissance on Turtle Creek Condominium, recorded on November 25, 2002, under Deed Book 230 at Page 06012 in the Official Public Records of Dallas County, Texas, as amended and supplemented.

"Delinquent Assessments Policy." The Delinquent Assessments Policy for the Renaissance on Turtle Creek Condominium Association, Inc., referenced in Section 2.1 of these Regulations, as may be amended and supplemented.

"Garage Space." Those individual private garages located within the Common Elements or on other portions of the Property which may be assigned to Units for the respective Unit Owners' exclusive use for vehicle parking.

"General Common Elements." All portions of the Common Elements which are not Limited Common Elements.

"Governing Documents." The Act, TNCL, the Articles of Incorporation, the Bylaws, the Declaration, these Regulations, the Owner Claims Policy and any other restrictions, covenants, rules, regulations, policies, and dedicatory instruments, excluding the Past Rules, recorded in the Official Public Records of Dallas County, Texas for the Condominium and Association, as each may be amended and supplemented.

"Governmental Authority." Any and all applicable courts, boards, agencies, commissions, offices, or authorities for any governmental entity (federal, state, county, district, municipal, city, or otherwise) whether now or hereafter in existence.

"Guest." Whether one or more, any visitor, invitee, relative, friend, or other guests of an Owner, Tenant, or Occupant.

"Guest Suites." The two (2) rooms located in Commercial Unit CU-B1 in the Condominium which are intended for the exclusive use by Guests, and not any Person comprising the general public, for temporary short-term lodging, as further described in Section 1.15 of these Regulations.

"Improvements." The Building and all pavement, fencing, landscaping, Systems, and any other fixtures affixed to the Buildings and the Land.

"Lease Restriction Period." This term has the meaning set forth Section 1.6(c) of these Regulations.

"Legal Requirements." All current laws, judicial decisions, statutes, rulings, rules, regulations, or ordinances of any Governmental Authority applicable to the Property, Condominium, Common Elements, Units, Association, Owners, Tenants, Occupants, Contractors, and/or Guests.

"Limited Common Elements." Those portions of the Common Elements that are allocated by the Act, the Declaration, the Map, or by deed previously executed by the Declarant, for the exclusive use of one or more but less than all of the Units.

"Management Office." Any Commercial Unit occupied by the Manager and its employees and staff.

"Manager." Any Person with whom the Association contracts for the management of the Property and/or the Condominium and administration of the Association.

"Move In/Move Out." A move into or a move out of, whether in whole or in part, any Unit by any Owner, Tenant, or Occupant as further described in Section 1.14 of these Regulations and the Move Policy.

"Move Policy." The Move Policy for The Renaissance on Turtle Creek Condominium Association, Inc. established by the Board of Directors governing any Move In/Move Out or Other Move and recorded in the Official Public Records of Dallas, County, Texas, as may be amended and supplemented.

"Occupant." Any Person, other than a Tenant, having the right to occupy a Unit or Commercial Unit for an extended period per the Occupancy Standards outlined in Section 1.4.

"Owner." Any Person who owns fee title to a Unit, but excluding any Person having an interest in a Unit solely as a security obligation. The term Owner may also be used in these Regulations as "Unit Owner", and Owner and Unit Owner shall have the same meaning.

"Owner Claims Policy." The Owner Claims Policy for The Renaissance on Turtle Creek Condominium Association, Inc. dated May 7, 2013, and recorded in the Official Public Records of Dallas, County, Texas on May 9, 2013, as Document No. 201300144983, as may be amended and supplemented.

"Parking Space." Each parking space located within the parking garage that is a General Common Element of the Condominium, excluding Garage Spaces, which parking spaces either have been assigned to Units for the Unit Owners' exclusive use, have been designated for the use of other Persons by the Association, or otherwise may be under the exclusive control of the Association.

"Person." Any individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, joint venture, estate, trust, unincorporated association and any other legal entity, including any Governmental Authority and any fiduciary, or duly authorized designee acting in such capacity, of any of the foregoing.

"Posted Rules." Any rules posted in the Condominium, on the community website, or in Recreational Facilities or other portions of the Common Elements and Property, which rules are identified as being intended for enforcement by the Association and with which Owners, Occupants, Tenants, Guests, and other Persons must comply in the same manner as these Regulations including, without limitation, temporary, seasonal, COVID-19 or other virus or epidemic related, or emergency rules.

"Recreational Facilities." Certain areas located in the Common Elements of the Condominium which include, without limitation, swimming pools, hot tubs, sun deck, pool decks, lounge areas, fire pit area, grilling areas, party/event rooms, gym/fitness centers, dry saunas, business centers, conference rooms, and other areas intended for the recreational use and enjoyment of every Owner, Tenant, and Occupant and each of their permitted Guests according to these Regulations.

"Rents." Any and all rental or other income received by an Owner in connection with the lease of such Owner's Unit.

"Storage Space." A storage space located in the Common Elements which either has been assigned to a Unit for the exclusive use of the Owner of such Unit or as otherwise may be under the exclusive control of the Association.

"Systems." Includes, without limitation, all fixtures, equipment, pipes, lines, wires, cables, conduits, and other systems of any kind or material whatsoever used in the heating, cooling, transporting, and/or production of air, water, gas, electricity, communications, wastewater, sewage, and audio, video, and other electronic medium signals.

"Tenant." Any Person having the right to occupy a Unit under a lease agreement granted by an Owner, as further described in Section 1.6 of these Regulations, including any Occupants included with a Tenant under a lease, but excluding any Person occupying a Commercial Unit.

"TNCL." Texas Non-Profit Corporation Law, including, without limitation, Chapter 22 of the Texas Business Organizations Code, as amended, and any other state or federal law applicable to and governing nonprofit corporations.

"Unit." A physical portion of the Condominium designated for separate ownership and occupancy as further described in the Declaration.

Section 1.2 Compliance.

(a) Compliance; Damage Resulting from Violations. **EACH OWNER, TENANT, AND OCCUPANT, AND EACH OF THEIR RESPECTIVE GUESTS SHALL COMPLY WITH THESE REGULATIONS, POSTED RULES, ALL OTHER GOVERNING DOCUMENTS, AND ALL LEGAL REQUIREMENTS, AS ANY OF THE FOREGOING MAY BE AMENDED. EACH OWNER SHALL BE LIABLE FOR DAMAGES AND INJURY CAUSED BY THE OWNER, OR HIS OR HER TENANTS, OCCUPANTS, AND GUESTS TO ANY PERSON, THE CONDOMINIUM, COMMON ELEMENTS, OR OTHER PROPERTY OF THE ASSOCIATION OR PERSONS RESULTING FROM ANY NON-COMPLIANCE AND/OR VIOLATION OF THESE REGULATIONS, POSTED RULES, AND ALL OTHER GOVERNING DOCUMENTS AND LEGAL REQUIREMENTS, WHETHER THE OWNER DOES**

NOT COMPLY OR COMMITS A VIOLATION OR AN OWNER'S GUESTS, TENANTS, OR OCCUPANTS DO NOT COMPLY OR COMMIT SUCH VIOLATION. The rules and regulations contained within any specific Section in these Regulations shall not be interpreted to apply to the exclusion of other rules and regulations herein contained which would logically apply to the same subject matter.

(b) **Waiver.** Circumstances may warrant a waiver or variance of any provision of these Regulations by the Board of Directors. To obtain a waiver or variance of any provision in these Regulations or the Posted Rules, an Owner, Tenant, Occupant or other Person must make a written application to the Board of Directors. The Board of Directors may, but is not obligated to, consider any such request and respond to the Person making the application accordingly. If a waiver or variance is approved by the Board of Directors and granted to the applicant, such waiver or variance must be in writing and duly signed by an Officer of the Board of Directors, and may be conditioned or otherwise limited. A variance or waiver granted by the Board of Directors for the benefit of an applicant requesting such waiver or variance shall not be construed as a waiver or variance of any provision of these Regulations in favor of any other Person or party. No waiver or variance which has been granted shall prevent or limit the Association in any manner from enforcing any provision of these Regulations against any or all Owners, Tenants, Occupants, or other Persons.

(c) **Right to Enforce; Costs of Enforcement.** The Association and its Manager have the right to enforce these Regulations against any Owner, Tenant, Occupant, Contractor, Guest, or other Person who owns, uses, performs work or services in or on, or is visiting or present in or upon any portion of the Property, the Condominium, the Common Elements, a Unit, or a Commercial Unit. Owners shall be obligated to pay fines and charges levied by the Association according to Article II of these Regulations, reimburse the Association for any expense it incurs in connection with damage, or any other matter described in or contemplated by these Regulations, and pay any fee the Association charges for certain matters as further described in these Regulations and other Governing Documents.

Section 1.3 Obligations of Owners to Association and Condominium Operations.

(a) **Unit and Limited Common Element Keys.** Each Owner shall, at all times, maintain with the Association a set of keys, including any replacement keys resulting from lock changes, which allow access to such Owner's Unit and any Limited Common Element(s) exclusively permitted for use by the Owner. **The Association assumes no liability of any kind or nature whatsoever in connection with possession of such keys, and shall not be responsible, obligated, or liable to provide keys to any Person for any reason or purpose whatsoever.** Keys will only be used by the Association or its Manager and its authorized employees or other Persons duly authorized to act for or on behalf of the Association, for emergency access, as may be necessary and permitted by the Act and Section 7.15 of the Bylaws, or where prior written approval is provided by the Owner to the Association and Manager for such use. In the event of an emergency, if the Association is unable to gain access to a Unit or Limited Common Element due to key failure or failure of the Owner to provide current keys to access a Unit or Limited Common Element to the Association, the Unit Owner will be liable for all costs the Association incurs in connection with obtaining such access. Each Owner shall be responsible for providing keys to Persons to whom each such Owner desires to grant access to his or her Unit. In the event an Owner asks the Association or Manager to provide such Owner's keys to authorized Persons, then such Owner may be required or requested by the Association or Manager to complete certain forms and provide other information to the Association or Manager before the Association or Manager will provide a key to any of such Persons.

(b) **Damage Caused by an Owner/Owner's Unit: Water Outlets.** **Each Owner is responsible to maintain and keep in good condition and repair his or her Unit, Systems that serve only such Unit, Limited Common Elements appurtenant solely to such Unit and all fixtures and appliances in such Unit, as further described in Section 5.1 of the Declaration, and each such Owner is liable for loss and damage**

the Owner, or an Owner's Occupant, Tenant, Guest, pet, or Contractor, causes to his or her Unit, any other Unit, Limited Common Elements, General Common Elements, Systems, the Condominium, and/or any portion of the Property and/or the personal property of such Owner, other Owners, Tenants, Occupants, Guests, Contractors, and any other Persons. By way of example and not limitation, an Owner is responsible for water damage of any nature or kind caused to other Units resulting from or caused by water which sources or emanates from such Owner's Unit through leaks, pipes, damage, unaddressed repair needs or faulty repairs, unperformed maintenance or improperly performed maintenance, or any other cause whatsoever, including, without limitation, water from any portion of the Systems exclusively serving such Unit, including, without limitation, water leakages and/or overflow of lines, pipes or any other component comprising a portion of such Systems or leakages and/or overflow from fixtures, water features, aquariums, sinks, tubs, showers, shower pans, toilets, dishwashers, refrigerators, clothes washers, water heaters, HVAC and other utilities or appliances. In the case of continuous water overflow, the Owner must immediately shut off the water source within such Unit or the Systems serving such Unit only. Liability and responsibility to pay for all costs associated with damage caused by or to plumbing, pipes, drains, other Systems and apparatus resulting from misuse, from failure to maintain or repair, or from the unusual, unreasonable, or uncustomary use thereof shall be borne by the Owner who caused such damage or from whose Unit the cause of damage originated. All appliances, fixtures, features, utilities, and equipment located in a Unit, and/or comprising a portion of the Systems exclusively serving such Unit, shall be used only for the purposes for which they are designed and intended. Owners are required to have electricity in their Unit at all times and to keep their HVAC system(s) at the appropriate temperatures for the current outdoor temperatures at any given time and at all times to avoid and prevent any portion of the Systems serving only the Unit from malfunction, breakage, leakage, freezing, overflow or any other condition that could or may result in water damage to the Unit, the Systems that serve only such Unit, the Limited Common Elements appurtenant solely to such Owner's Unit, the Common Elements of the Condominium or any other portion of the Property. Each Owner shall be obligated to (i) carry insurance, as further described in Section 1.3(c) below to cover any and all damage caused by water as a result of an act or omission by Owner or sourcing from such Owner's Unit or Systems exclusively serving such Unit; (ii) reimburse the Association for any and all expenses the Association incurs in connection with property damage caused by such water damage to the Common Elements or any other portion of the Property outside of the Unit and/or the Systems serving one or more other Units; and (iii) pay fine, fees, and charges levied by the Association for such Owner's violation of this Section 1.3(b) and Section 5.1.1 of the Declaration in connection with such damage.

(c) Owner Insurance. Subject to damages caused by another Owner contemplated in Section 1.3(b) above, each Owner assumes full risk and sole responsibility for personal property contained in a Unit, on the Common Elements, and on any other portion of the Property. **Each Owner, at his or her sole cost and expense, is solely responsible for obtaining and maintaining property insurance in connection with his or her Unit as further described in Section 5.3 of the Declaration, as well as insurance covering Owner's personal property, including, without limitation, Unit contents and furnishings, and all other personal property kept in a Storage Space, Parking Space, Garage Space or other Limited Common Element assigned to a Unit for such Unit Owner's exclusive use. Owners are further required to notify all insurance companies issuing policies to Owners of the required waiver of subrogation contained in Section 12.04 of the Bylaws and to cause such policies to be endorsed, as may be necessary to contemplate and include such waiver of subrogation, to prevent invalidation of any insurance coverage.** No Owner shall do or permit anything to be done in a Unit, on the Common Elements or on any other portion of the Property which (i) violates any Legal Requirement or Governing Document, (ii) may result in the cancellation of any insurance carried by other Owners or the Association, or (iii) would cause an increase in insurance premiums for insurance carried by the Association or any other Owner.

(d) Association Insurance: Insurance Deductibles. Per Section 82.111 of the Act, as amended, if the cost to repair damage caused to a Unit or Common Element covered by the Association's insurance is less than the amount of the applicable insurance deductible, the party who would be responsible for the repair in the absence of such insurance shall pay the cost of the repairs of the Unit or Common Element to the Association upon its demand or request. If the Association's insurance provides coverage for a loss and the cost to repair the damage to a Unit or Common Element is more than the amount of the applicable insurance deductible, the cost of the Association's deductible and costs incurred by the Association before insurance proceeds are received and applied shall be deemed Common Expenses. If damage to a Unit or the Common Elements is due in whole, or in part, to any act or omission of any Owner, Tenant, Occupant or Guest, the Association may assess the entire deductible expense and any other expense incurred, or to be incurred, by the Association for such damage in excess of insurance proceeds against the applicable Owner and such Owner's Unit.

(e) Enforcement of Owner Insurance Obligations. The Association shall have the right, but not the obligation, to enforce the insurance obligations of Owners described herein, and in the Declaration, to ensure adequate insurance coverage is carried by Owners. The Association may, but is not obligated to, adopt and institute formal processes, procedures, and policies to facilitate such enforcement at any time and from time to time, but shall at all times have the right to enforce the insurance obligations in any manner permitted by the Governing Documents.

Section 1.4 Occupancy Standards.

(a) Number of Occupants in Units. As used in this Section 1.4(a) and Section 1.4(b) only, the term "occupy" means occupancy of a Unit in excess of seven (7) continuous days or thirty (30) days in any consecutive twelve-month period. Subject to any exception for familial status arising under any applicable Fair Housing law or other Legal Requirements, no more than two (2) adults may occupy any one (1) bedroom Unit, and no more than four (4) adults may occupy any two (2) bedroom Unit, including any two (2) bedroom Unit with a "den".

(b) Minors. No individual under the age of eighteen (18) may occupy a Unit alone. Occupancy of any Unit by a minor must include occupancy by an Owner who is a parent, legal guardian or other lawfully appointed caretakers. An Owner must provide satisfactory evidence showing the ages and relationships of the Occupants of his or her Unit upon request of the Association.

(c) Dangerous Persons. No Owner will permit a Tenant or Occupant to occupy a Unit, or a Guest or other Person to visit a Unit or the Property, if the Owner knows, should know, or has reason to know or believe, that such person is considered to constitute a threat to the health or safety of persons and property. **The Association shall have no obligation, duty, responsibility, or liability of any kind or nature whatsoever, at any time, for the Association and its Members, or for or on behalf of any Owner or other Person to assist, monitor, investigate, search records, or otherwise determine if any Owner, Tenant, Occupant, Guest, or other Person constitutes a threat to the health or safety of persons and property.**

Section 1.5 Community Etiquette in Units and Condominium.

(a) Courtesy. Each Owner, Tenant, and Occupant will, and will cause their Guests to, endeavor to use the Units, Common Elements, and other portions of the Property in a manner which respects the rights and privileges of other Owners, Tenants, Occupants, and Persons; the Manager and Association; and each of their officers, representatives, agents, and employees in the Condominium. Each Owner, Tenant, and Occupant will, and will cause their Guests, to refrain from engaging in or encouraging conduct or behavior that may reasonably be expected to endanger the health or safety of persons and property, reduce the desirability of the Condominium, violate any Legal Requirement, or annoy, harass, embarrass, aggravate, or offend a sensible and reasonable person.

(b) Registering of Guests. Guests visiting an Owner, Tenant, or Occupant of a Unit may be required to register at the Management Office or such other locations in the Condominium as may be designated by the Association, including at various “concierge desks”. All Guests must observe these Regulations, and Owners are ultimately responsible for violations by all Guests, including Guests of Tenants and Occupants of such Owners’ Units, which responsibility shall include payment of certain fines and charges levied by the Association in connection with Guest violations of these Regulations.

(c) Code of Conduct. All Owners, Tenants, Occupants, and other Persons on the Property and in the Condominium will conduct themselves in a civil manner when dealing with the Association and its officers, members, employees, and agents; the Board of Directors; the Manager and its employees and staff; and other Owners, Tenants, Occupants, and Persons. In return, such Owners, Tenants, Occupants, and Persons are due the same courtesy and civility. The following are expressly prohibited at all times:

- (i) verbal and physical abuse;
- (ii) insults and derogatory name-calling;
- (iii) curse language and profanities;
- (iv) aggressive, threatening or assaultive behavior;
- (v) hostile touching, pounding or banging on Unit doors or other similar aggressive physical contact with Persons, personal property of Persons or portions of Units or Common Elements appurtenant thereto;
- (vi) sexual harassment; and,
- (vii) phone calls, emails, correspondence posted on Unit doors, social media posts or public forum posts, or communications sent, delivered, or transmitted that are designed, by their tone, time, content, forum, or frequency, to harass, embarrass, degrade, annoy or intimidate.

(d) Employees. An Owner, Tenant or Occupant may not instruct, direct or supervise, or interfere with the performance of duties by employees or agents of the Association, the Manager, or other Owners, unless directed to do so by the Board of Directors with respect only to the Association’s employees or agents. Owners, Tenants, and Occupants will refrain from monopolizing the time of or taking advantage of services and attention of any employees or agents of the Association or the Manager.

(e) No Hiring of Employees. The employees, third-party contractors, including the Manager and agents of the Association are not permitted or authorized to render personal services of any kind or nature to Owners, Occupants, or Tenants, including but not limited to performing services such as walking or caring for pets. Owners, Occupants, and Tenants will not request or encourage the Manager or its employees or agents to violate this provision.

(f) Communications among Owners. Owners, but not Tenants or Occupants, may communicate with other Owners in the Condominium; provided, however, such communications must be consistent with the Association’s initiative to achieve a balance between Owners’ rights to communicate with other Owners, Tenants, and Occupants in the Condominium and the rights of such persons to be free from uninvited solicitations and misleading communications. Oral and written communications that are intended for delivery by an Owner in the Condominium must, before dissemination, be submitted to and approved in writing by the Board of Directors, which approval may be delivered by and through the Manager. Owner communications shall comply with the following:

- (i) Owners may not communicate in a manner that may give the impression that any communication of such Owners is supported or was sanctioned by the Association. All Owner communications must include statements from the Owner issuing the communication which (A) clearly

identify himself or herself, and (B) expressly state the communication was not sanctioned by the Association.

(ii) Owners may not distribute handbills on any portion of the Property or hand-deliver written communications to mailboxes, Unit doors, or car windshields located in or about the Condominium or Property.

(iii) Owners may not solicit information, endorsements, or money from other Owners, Occupants, or Tenants, or circulate petitions, except via U.S. mail.

(g) Attire. Owners, Occupants, and Tenants, and each of their Guests must wear neat and clean street attire and are prohibited from wearing lingerie and pajamas as outerwear and from being barefoot in the Common Elements, including without limitation elevators, lobby areas, hallways, and Recreational Facilities. Owners, Occupants, and Tenants, and each of their Guests going to and coming from the swimming pool(s) shall wear a shirt or beach robe over swimming attire along with appropriate footwear.

(h) Noise; Quiet Hours. Excepting certain construction activities conducted during those times permitted by the Association per Section 1.11 below, each Owner, Occupant, and Tenant will exercise reasonable care at all times to avoid making and/or producing sounds and/or engaging in any activity, including conversation, in their Units, the Condominium, and the Common Elements which is generally considered noisy, loud, disturbing, audibly offensive or objectionable in a residential community environment and which may include, without limitation, noises and sounds generated by any kind of electrical, audio or mechanical equipment, or musical instruments. The established "Quiet Hours" for the Condominium are 10:00 p.m. to 9:00 a.m., seven (7) days a week throughout the entire calendar year.

(i) Offensive Odors. Each Owner, Occupant, and Tenant will exercise reasonable care to avoid producing and promoting noxious odors that are likely to disturb other Owners, Occupants, and Tenants at any time, or during certain times, which may include, without limitation, offensive odors caused by cooking, smoking, vaping, garbage, and use of chemical substances in connection with cleaning, remodeling or renovating a Unit.

(j) Nuisances. In addition to those nuisances described in Section 1.12 (Vehicles) and Section 1.13 (Pets) below, no nuisances, or other behaviors, activities, or circumstances causing inconvenience or annoyance which interfere with any Owner's, Tenant's, or Occupant's right to peaceful enjoyment of a Unit, the Common Elements, and the Property shall be allowed in the Condominium or on the Property. No activity permitted by the Declaration, including without limitation activities or operations conducted in any Commercial Unit, shall be deemed a nuisance so long as such activities or operations are carried out in compliance with applicable Legal Requirements.

(k) Use of Common Elements by Children. Children shall not play, run, loiter or bounce balls in the hallways, elevators, vestibules, stairwells, lobby areas, parking garage, or other portions of the Common Elements. In addition to restrictions applicable to the supervision of minors outlined in Section 1.10(a) below, legally incompetent individuals or children under the age of fourteen (14) years must not be left unsupervised in the Common Elements or other portions of the Condominium, and a parent, guardian or other competent adults must be present with such individuals.

(l) Reception Interference. Owners, Occupants, and Tenants will avoid doing or permitting to be done anything that may unreasonably interfere with television, radio, telephonic, microwaves, or cellular or electronic reception on or about the Property.

(m) Packages; Deliveries. Supplies, consumer goods, and packages containing any article or item are to be delivered only to those areas designated by the Association or Manager for deliveries. Deliveries of larger items, such as furniture or appliances, must be coordinated with the Manager per Section 1.14 below

and must be delivered to the dock area, or such other areas as may be designated by the Manager. Packages displaying a label identifying the need for refrigeration may be placed in a refrigerator, if one is available; provided, however, no guarantee can be made for refrigeration availability. All packages must be timely picked up from delivery areas. **The Board of Directors, the Association, Manager, and each of their respective members, officers, employees, and agents are not responsible or liable for any supplies, consumer goods, articles, or items delivered to the Condominium on behalf of an Owner, Occupant, or Tenant.** Delivery of food and beverages to any Unit is permitted; provided, however, the Association may establish, and the Manager may enforce, certain rules, processes, procedures, and policies in connection with food deliveries to Units in the Condominium in the observance and enforcement of these Regulations, security measures, and the convenience of Owners, Tenants, and Occupants.

(n) Wildlife. Feeding of birds, squirrels, or any wildlife is prohibited in the Common Elements, which Common Elements include Balcony Areas.

(o) Smoking; Vaping. The Condominium is a non-smoking environment. Vaping and smoking of tobacco products are permitted only within a Unit, and on a Balcony Area appurtenant to such Unit. Smoking of illegal substances is strictly prohibited on every portion of the Condominium and Property. The Association may require the purchase, installation, and use of air purifiers or similar devices for any Unit capable of eliminating the applicable odors if the Association, in its sole discretion, determines vape aerosol or smoke from within a Unit, and/or associated odors and nuisances, are in violation of these Regulations or are infiltrating the Systems, the Common Elements or other areas of the Condominium and Property outside of the Unit. Vaping and smoking are prohibited in and on any portion of the Common Elements, including Recreational Facilities, parking garage, and every other portion of the Property.

(p) Protests and Media Coverage on Property. The Condominium and Property are private property and are not subject to or required to extend rights to Owners, Occupants, and Tenants which may arise under or apply to persons of the general public for picketing, protesting, or carrying out public demonstrations on public property. No Owner, Occupant, Tenant, or other Person shall congregate, carry signage, hang, display or post signage on any portion of the Common Elements, the Condominium, or the Property for purposes of picketing, protesting, or demonstrating for any cause, matter or issue whatsoever. No Owner, Occupant, Tenant or other Person shall seek media attention and coverage (whether through television, internet, publications, radio, social media or otherwise) for any alleged or purported claim or grievance related to the Condominium, Association, Manager, or any member, officer, employee, or agent thereof, or any other Owner or Person in any way related to the Condominium, Association, or Property.

(q) No Estate Sales. An Owner, Tenant, or Occupant may not conduct in the Condominium, on the Property, or in a Unit, a sale or activity that is advertised or attractive to the public, such as "estate sales". This Section 1.5(q) does not apply to the marketing of the sale or rental of a Unit unless combined with such prohibited activity.

Section 1.6 Leases

(a) Term and Conditions of the Lease of a Unit. Units may be leased for residential purposes; provided, however, all Unit leases must comply with all of the following:

(i) All Units are subject to the restrictions applicable to Unit leases in this Section 1.6 and otherwise in these Regulations, and every Unit Owner leasing his or her Unit shall be required, before entering into any lease agreement for his or her Unit, to complete the Unit Sale and Leasing Agreement for the Association and to provide the Association with any other information and documentation that may be reasonably requested by the Association or Manager in connection with the lease of such Unit.

(ii) No lease shall be made, and no Unit shall be advertised or marketed in any manner on any forum, for transient or hotel purposes, vacation, corporate “apartments” or other corporate rentals or other short-term temporary occupancy or use including, without limitation, temporary short-term accommodation uses similar to, or the same as, those advertised, hosted or marketed by vendors or companies such as Airbnb or Vacation Rentals by Owner (VRBO).

(iii) No lease agreement shall be entered into by any Owner, and no Unit shall be advertised or marketed in any manner on any forum through any type of media, which contain terms or agreements which conflict with these Regulations or which contain terms in violation of any Legal Requirement or content which is factually inaccurate, including without limitation, that Tenants are permitted to have dogs (in violation of Section 1.13(a) hereof), or that Tenants are entitled to the use of more than two (2) parking spaces in the parking garage of the Condominium (in violation of Section 1.12(a) hereof).

(iv) All leases shall be for an initial term of at least one (1) year (*which leases, upon expiration of such initial one (1) year period, and without any change to the Tenant(s), may extend on a consecutive month to month basis until termination*), and shall be in a form substantially similar to the then-current form of residential lease for a unit located in a multifamily condominium promulgated by the Texas Real Estate Commission (TREC).

(v) All leases shall be fully executed, shall state that Tenants are subject in all respects to the provisions of the Governing Documents, and shall provide that any failure by a Tenant and Occupants to comply with the terms and provisions of the Governing Documents shall constitute a default under such lease.

(vi) In addition to these Regulations, each Unit lease and any Owner leasing his or her Unit shall be subject to any other leasing restrictions or policies duly adopted by the Board of Directors, or which are in the other Governing Documents, which support lease administration and operations of the Condominium and Association or which operate to secure the Association’s lien rights for Assessments, including, without limitation, the Association’s right to collect Rents from any Owner leasing his or her Unit where such Owner is delinquent in the payment of Assessments for such Unit as permitted by Section 6.4 of the Declaration.

(vii) Any Owner delinquent in the payment of Assessments to the Association for such Owner’s Unit or an Owner in violation of the Governing Documents for which such Owner has received notice in accordance with Section 2.2 of these Regulations but fails to cure in the requisite cure period or to request a hearing shall be prohibited from entering into any new lease for such Unit until the Owner has paid all delinquent Assessments and any other related Delinquent Amounts due and owing to the Association, as further described in the Delinquent Assessments Policy set forth in Section 2.1 below, or until the Owner has cured the violation(s) of the Governing Documents, whichever is applicable.

(viii) A copy of each fully executed lease shall be submitted to the Association promptly upon its full execution together with payment to the Association of a lease administration fee in the amount of Five Hundred and No/100 Dollars (\$500.00), which amount includes costs for vehicle registration and issuance of parking stickers for Tenants as further described in Section 1.12(a) of these Regulations, and which fee may be modified or changed at any time and from time to time by the Board of Directors in its sole discretion without any requirement to amend these Regulations, but which modifications or changes shall be promptly communicated to all Owners.

(ix) Each Owner shall be required to contact the Manager, complete forms and provide information and documentation as may be necessary or required in order to register Tenants and Occupants of such Owner's Unit for the applicable access devices, and vehicle parking stickers, and to address other matters related to the lease of a Unit prior to any Tenant's occupancy of the respective Unit pursuant to a lease. Tenants shall comply with the moving procedures described in Section 1.14 of these Regulations and the Move Policy. Before the commencement of a lease term, the Owner of the Unit being leased will also be obligated to provide the Association with information for the Tenant and Occupants which may be otherwise requested or required by the Association or Manager. Owner will promptly notify the Association of any material changes in Tenant and Occupant information, occupancy of the leased Unit, or other matters related to a lease during the respective lease term.

(b) Subject to Governing Documents and Legal Requirements. Execution of a lease for a Unit subjects a Tenant to the Governing Documents to the same extent as if such Tenant was an Owner, and no statement to the contrary in a lease will serve to amend, modify or void such requirement; provided, however, the respective Owner shall not be relieved of any obligation he or she has under the Governing Documents as a result of such Tenant obligations. Each Owner will remain primarily liable under the Governing Documents for noncompliance and all violations thereof. **The Owner is responsible for providing his or her Tenant with current copies of the Governing Documents before the commencement of a lease, for providing Tenant with any changes made thereto during the respective lease term, and for notifying the Tenant of the Tenant's and the Occupants' obligation to comply with the Governing Documents.** The Association shall have no duty to notify Owners, Occupants, or Tenants of any Legal Requirement. The Association may, but has no obligation to, send notices of violations by a Tenant to both the Tenant and the Owner of the Unit occupied by such Tenant. Owners who lease their Units are responsible for compliance with all Legal Requirements concerning and applicable to leasing a Unit, including without limitation Chapter 92 of the Texas Property Code, as amended; the Association has no duty, liability, or obligation whatsoever to advise Owners of any such Legal Requirements. No Owner will lease his or her Unit to any Person whom the Owner knows, should know, or has reason to know or believe, has been convicted of a criminal offense, or has a reportable criminal conviction or adjudication, or is considered a person who constitutes a threat to the health or safety of persons and property. **The Association, its members, Board of Directors, officers, agents, employees, successors, and assigns shall have no obligation, duty, responsibility, or liability of any kind or nature whatsoever for itself, or on behalf of any Owner or other Person to perform any type of background check, records search, or any other kind of investigation for or on behalf of any Owner concerning a lease, any Tenant, Occupant, or other Person.** EACH OWNER HEREBY WAIVES AND FOREVER RELEASES THE ASSOCIATION, BOARD OF DIRECTORS, MANAGER, AND EACH OF THEIR RESPECTIVE MEMBERS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, AND CAUSES OF ACTION OF ANY AND EVERY KIND AND NATURE, INCLUDING INJURY AND DEATH, ARISING OUT OF, RELATED TO OR CONNECTED WITH, WHETHER DIRECTLY OR INDIRECTLY, AN OWNER'S OBLIGATIONS UNDER THIS SECTION 1.6, A LEASE OF HIS OR HER UNIT, AND ANY TENANTS AND OCCUPANTS OCCUPYING A UNIT.

(c) Lease Restriction Period.

(i) Section 3.1.2 of the Declaration states that Units may be leased and that all Unit leases are subject, in all respects, to the provisions of the Declaration, the Bylaws, and these Regulations. Nothing expressly stated in Section 3.1.2 of the Declaration prohibits, prevents, or limits the Association's right, power, and authority to establish and adopt rules and restrictions in these Regulations, in addition to those contained in the Declaration, which govern Unit leases or the leasing of Units in the Condominium, and

Section 82.102(a)(7) of the Act and Section 7.15(a) of the Bylaws expressly authorize the Association to establish and adopt rules regulating the leasing of Units in the Condominium, including, without limitation, rules and restrictions contained in this Section 1.6.

(ii) Beginning on the Effective Date, and subject to (A) any waiver or variance as may be granted by the Board of Directors to a Unit Owner per Section 1.2(b) above, or (B) any limitation or prohibition arising under the Act or any other Legal Requirement applicable to the Condominium and Association which prevents the lawful enforcement of the Lease Restriction Period, hereinafter defined, any Unit Owner who purchases a Unit on or after the Effective Date shall be subject to and must comply with the Lease Restriction Period established by this Section 1.6(c). **"Lease Restriction Period" shall mean a period of twelve (12) full consecutive months commencing on the date that a Unit is conveyed to an Owner and ending on the last day of the twelfth (12th) month together with all other requirements duly established and adopted by the Board of Directors following the Governing Documents, which shall include, without limitation, that no Owner subject to the Lease Restriction Period is permitted to lease his or her Unit during the Lease Restriction Period.**

(d) Tenant Communications. Owners shall instruct their Tenants to channel all communications through the Owner for all matters concerning a Unit, the lease for a Unit, and any other Condominium related matter, and not to direct any communications directly to the Association, except in the event of an emergency related to the Unit, Common Elements, or any other portion of the Condominium and the Property.

Section 1.7 General Use and Maintenance of Units.

(a) Use of Units. Per Article 3 of the Declaration, no Unit shall be used or occupied for any use other than single-family residential purposes; provided, however, this use restriction does not prohibit an Owner from having a home office within his or her Unit or working from home, so long as: (i) such use is incidental to the Unit's residential use; (ii) such use conforms to all Legal Requirements; (iii) there is no external evidence of such use, including, without limitation, an excessive amount of sending and receiving packages related to a business or which are not being sent and received for personal, and not business-related, reasons; and, (iv) such use will not entail visits to the Unit by the general public, employees, suppliers, customers, or clients. Notwithstanding the foregoing, the address of a Unit may be used in connection with a home office or working from home so long as the use does not violate this Section 1.7(a).

(b) Right of Access. A duly authorized officer of the Association or Manager may enter a Unit according to Section 1.3(a) above. If an Owner fails to provide Unit key(s) to the Association per Section 1.3(a) or refuses to provide access, such Owner is solely liable for any damage, and the costs of repair which may arise and apply to damage caused to the Unit in connection with the Association's or the Manager's chosen method taken to gain access to a Unit necessitated by emergency circumstances.

(c) Maintenance; Work Performed for Unit. Per Article V of the Declaration, each Owner shall be obligated to maintain and keep clean and in good repair his or her Unit, Balcony Area, Systems exclusively serving his or her Unit, and any Limited Common Elements designated for the exclusive use of such Unit Owner. The Association may require completion of certain forms and the provision of documentation and information by an Owner in connection with any such maintenance, repair, or other work to be performed by such Owner, Contractor, or other third parties. Owners must contact the Management Office before the performance of work to his or her Unit, Balcony Area, Systems exclusively serving his or her Unit, and any Limited Common Elements designated for the exclusive use of such Unit Owner to ensure all required forms, documentation, and information are provided to the Association. If approved by the Association, in the Association's absolute and sole discretion, and only so long as in compliance with the Governing Documents, employees and staff of the Manager may provide certain minor maintenance services to Owners. Any such services shall be established by the Board of Directors and will be included, together with sufficient detail

(e.g., list of services, fees, costs, billing and payment procedures, persons to perform services) in the management agreement by and between the Association and the Manager, or a separate contract between the Association and the Manager entered into for the limited purposes of addressing such minor maintenance services.

(d) Balcony Areas. Each Owner will take care, and cause its Tenants and Occupants to take care, that existing conditions of and activities on the Balcony Area of such Owner's Unit do not annoy or inconvenience other Owners, Tenants, and Occupants. Paint used on doors and all other areas located on Balcony Areas which are painted shall be required to be the Building Standard paint and paint color which information is available at the Management Office. Colored lightbulbs and strobe lighting are prohibited on all Balcony Areas, and only white or off-white lightbulbs shall be permitted. No Balcony Area shall be enclosed or covered with an awning, and no items may be affixed or attached to any railing or other part of a Balcony Area unless otherwise permitted by the Over-the-Air Reception Devices Rule (OTARD) per Section 1.7(l) below. Nothing shall be thrown or swept out of any windows, doors, or Balcony Areas of Units, and no mops, brooms, dusters, rugs, or bedding shall be shaken or beaten from these same areas or on any other portion of the Common Elements. A Balcony Area may not be used as a pet waste area. Items may not be positioned on Balcony Areas in a manner that may unreasonably endanger such items of falling or being blown off Balcony Areas. Plants of appropriate size, weight, and character are permitted on Balcony Areas; and, Owners, Tenants, and Occupants are strictly prohibited from overwatering plants and shall do all things necessary to prevent unnecessary water flow from, weight on, and floor deterioration of Balcony Areas. A Balcony Area may not be used for storage purposes, including storing bicycles or other equipment. Ceiling fans may not be installed on Balcony Area ceilings, and no clothes, items, or articles may be hung from, tied, or aired from a Balcony Area. Although items or objects such as doormats, furniture, plants, and decorative items may be placed on Balcony Areas, the Association reserves the right to determine, in its sole and absolute discretion, whether any items on a Balcony Area are unsightly, dangerous, or aesthetically displeasing, or interrupt the uniform exterior appearance of the Buildings, or otherwise violate these Regulations. The Association may institute the notice and fine process and procedures described in Article II of these Regulations to enforce these provisions; in the event an Owner fails to correct violations described in any violation notice in the cure period prescribed therein, the Association, in its sole discretion, may take, or cause the taking of any corrective actions it deems appropriate and necessary, which include the permanent removal and disposal of any prohibited items from the respective Balcony Area. All costs incurred by the Association in taking such corrective actions shall be an expense of the respective Owner, and the Association shall not be liable to any Owner, Tenant, or Occupant for payment of the cost or value of removed or disposed items or the replacement thereof or any damage caused thereto for any reason under any circumstance.

(e) Water Features: Aquariums. The use or installation of fountains, ponds, pools, hot tubs, whirlpools, or Jacuzzis (portable or permanently installed) in a Unit or on a Balcony Area is strictly prohibited. This rule does not apply to a customary bathtub fixture with water jets located within a Unit, but not on the Balcony Area, which is installed following applicable Legal Requirements. One (1) aquarium of appropriate size, nature, weight, and placement may be permitted in a Unit; provided, however, an Owner desiring to have an aquarium in his or her Unit must first submit, in writing, details, information, and specifications requested by the Board or Manager for review before any such aquarium will be permitted in a Unit.

(f) Stoves. Each Owner, at such Owner's expense, shall keep the ventilation hood above the stove or range in such Owner's Unit clean and in operating condition.

(g) Prohibition of Outdoor Cooking/Heating Equipment. Barbeque grills are provided in the Recreational Facilities for use by Owners, Occupants, and Tenants which grills must be used following these Regulations and applicable Posted Rules. Use of any other outdoor cooking or heating using charcoal grills,

gas grills, hibachis, fire torches, or other flame producing equipment, and use of any flame producing decorative items (e.g., oil-fueled torches), by Owners, Occupants or Tenants are prohibited in the Units, on the Balcony Areas, and any other portion of the Common Elements and the Property; provided, however, Owners, Tenants, and Occupants are permitted to use one (1) electric or propane grill on a Balcony Area so long as such grill is the appropriate size and composition for such Balcony Area, adequate ventilation during grill use is present, fire hazard and safety precautions are exercised during grilling, and the grill used complies with applicable Legal Requirements. If at any time, and from time to time, the foregoing permitted use of grills on Balcony Areas is prohibited by any insurance carrier of the Association, Condominium, Property, or property of the Association, such use may be immediately revoked by the Board of Directors in its sole discretion without any requirement to amend these Regulations to effectuate such change; provided, however, the Association will promptly communicate such change to Owners.

(h) Glass in Unit Windows and Doors. Per Article V of the Declaration, each Owner, at his or her sole cost and expense, shall maintain, repair, and where appropriate replace broken or cracked glass in interior windows and doors within a Unit and glass in doors and windows servicing only such Owner's Unit. Replacement glass for such doors and windows must conform to the Building Standard and be the same as the glass used in all Units.

(i) Combustibles. Except for those retail products sold for exclusive use as cleaning products appropriate for Units and residential dwellings, an Owner may not store or maintain explosives or other combustible materials anywhere on the Property, including within a Unit, Storage Space, and Garage Space.

(j) Water Cut-Off; Water Damage. Except as allowed by the Governing Documents or in the case of an emergency, no Person may interfere with or interrupt the Property's water Systems, including water lines to any Unit, without the prior knowledge and cooperation of the Association. Water shall not be left running unless in use by any Person, and misuse or unusual and uncustomary use of water, pipes, plumbing, or other Systems (e.g., putting garbage or inappropriate substances or materials therein) is strictly prohibited.

(k) Report Malfunctions. Immediately upon discovery of any leak, breakage, damage, or malfunction in, on, or to any portion of the Common Elements, the Systems, or the Property, or equipment serving or comprising any portion thereof, Owners shall notify the Manager. Failure of an Owner to immediately report such matters to the Manager may result in such Owner being held liable for negligence, and for any additional damage caused to such property as a result of such Owner's failure to report.

(l) Cable/Satellite.

(i) An Owner who subscribes directly to cable or satellite service is solely responsible for the cost and maintenance of the subscription and the appurtenant equipment; provided that, no antennas or satellite dishes may be installed on any Common Elements or portions of the Condominium except in compliance with these Regulations, and any guidelines or requirements adopted by the Board of Directors for the location, proper placement, and other reasonable standards for such equipment. An Owner who obtains cable or satellite service through the Association is responsible for the proper use, maintenance and return, to the applicable provider, if required, of cable connections and equipment. No additional exterior cable lines may be connected to a Unit or Balcony Area, except as permitted by these Regulations.

(ii) The Association may elect to install a central antenna system that enables Owners to receive satellite television services without the need for installation of individual antennas within Owners' Units or Balcony Areas. If the Association installs a central antenna system, then Owners desiring satellite television from any provider that offers services over the central antenna system may not install individual antennas within their Units, Balcony Areas, or any portions of the Common Elements except as permitted by applicable Legal Requirements; and, Owners must receive the provider's satellite television services exclusively through the central antenna system. No restrictions placed upon Owners and Units concerning

cable and satellite services shall be construed as an attempt by the Association to deny any Owner rights he or she may have to access video programming signals described in OTARD established by the Federal Communications Commission in Section 207 of the Telecommunications Act of 1996. Each Owner shall provide notice to the Association of its intent to exercise rights arising under OTARD before installing an antenna or other equipment, and such Owner shall remain subject to these Regulations, and any guidelines or requirements adopted by the Board of Directors applicable to the location, size, proper placement, and other reasonable standards for such equipment permitted under OTARD.

(m) Utilities: Electrical and Plumbing Systems. Owners shall not overload existing electrical circuits or plumbing facilities in such Owners' Unit and shall conserve the use of utilities, if any, furnished by and through the Association, including water. According to the Delinquent Assessments Policy, the Association has the right to terminate certain utility services provided to a Unit where an Owner is delinquent in the payment of such Owner's Assessments.

(n) No Right to Vent or Cut into Chases, Chutes, Ducts, or Similar Systems. Subject to any provision of these Regulations or the Declaration to the contrary, under no circumstances whatsoever, may any Owner, directly or indirectly, vent or cut into any chute, duct, conduit or vertical chase, or any plumbing that serves a Unit without prior written approval of the Board.

(o) Signage: Advertising. No Owner, Occupant, Tenant, or other Person will inscribe, affix, paint or place any sign, advertisement, or notice on the exterior of a Unit, any interior portion of a Unit visible from the exterior of the Unit, on the Balcony Area of a Unit, or any other portion of the Common Elements or Property.

(p) Infestation. No Owner shall permit, promote or suffer a condition within the Owner's Unit that encourages infestation by pests, insects, rodents, or other vermin. Owners shall perform or cause the performance of measures necessary to eradicate infestation, including extermination of pests, insects, rodents, or other vermin. In the event an Owner fails to perform these measures, and the Association is made aware of such infestation and possible harm it may cause to Units, Common Elements or other portions of the Property, the Association shall have the right, but not the obligation, to eradicate such infestation in which case the Owner will be liable for all resulting costs and expenses incurred by the Association. In the event eradication of any Unit infestation requires permanent removal of infested personal property in the Unit, then neither the Association nor the Manager is liable to the Owner, Occupant, Tenant, or other Person of such Unit for (i) payment of the cost or value of such removed or disposed infested property; (ii) the replacement thereof; or (iii) any damage caused thereto for any reason under any circumstance.

(q) Window Air Conditioning Unit: HVAC Devices. No window heating or air conditioning unit shall be installed within any Unit or Common Element appurtenant to any Unit. An Owner may replace ventilation or air conditioning devices in a Unit with devices of the same or better quality, kind, size, capacity, compatibility and components as those originally installed in the Unit which devices shall be installed in the same location and manner as such original devices and in compliance with all applicable Legal Requirements. Removal of HVAC units and equipment shall not result in any alteration of the exterior of the Buildings which is visible for a period of more than forty-eight (48) hours. Any ventilation and air conditioning devices to be installed in a Unit which deviate from one or more of the preceding standards must be approved by the Board of Directors prior to installation of such devices.

(r) Trash Disposal.

(i) Owners, Occupants, Tenants, and all Persons on the Property will endeavor to keep the Property clean, not litter, place refuse, garbage and trash in sealed or tied containers or bags and dispose of them in the designated receptacles, including trash chutes and dumpsters.

(ii) Owners, Occupants, and Tenants shall be mindful to securely close trash chutes after each use. Large boxes and bulky objects shall not be placed in any trash chutes or trash vestibules and must be broken down and deposited in the trash dumpsters located in the parking garage or other dumpsters on the Property, if any, as may be designated by the Association.

(iii) Recyclable items shall be placed in recycling bins or such other areas as may be designated by the Association.

(iv) Owners, Occupants, Tenants, and all Persons will place lit or smoldering items, including cigarettes, only in designated containers and will not store trash, refuse, or garbage in a manner that unreasonably permits the spread of fire and odors, creates seepage, or encourages vermin.

(v) Owners, Occupants, and Tenants must arrange privately for removal of discarded furnishings, large items or any unusually large volume of debris. Unwanted and discarded items must be placed in only those receptacles designated by the Association, and shall not be placed or left in any trash chute closet or other areas in the Condominium.

(vi) Construction debris, materials, solvents, paints, and toxic waste generated by construction activities described in Section 1.11 below or other activities are prohibited from being deposited in the trash receptacles and trash chutes located on the Property or in the Condominium per applicable Legal Requirements. All of such materials must be removed from the Property by the Owner, Occupant, Tenant, or other Person or Contractor generating such materials.

Section 1.8 General Use of Common Elements.

(a) Access Devices and Access Controls. Admittance to certain Common Elements, including the parking garage, Buildings, and Recreational Facilities (as further described in Section 1.9 below), may require the use of coded access cards, fobs or similar devices, in which case such devices will be issued to Owners through the Manager. Access devices are personal to the Owner or Person to whom they are issued and may not be transferred or assigned except to Tenants or Occupants provided that such transfer or assignment has been approved by the Owner and Association and documented by the Manager. Any Person in possession of an access device will, upon request of the Association or Manager, produce a valid driver's license or other picture identification. An access device found in possession of a Person to whom it is not currently issued will be confiscated. Replacement of a lost or confiscated access device, or the purchase of an additional access device, will require payment of a fee in an amount adopted by the Board of Directors, as may be amended from time to time. **If an Owner is delinquent in the payment of Assessments and has failed to cure such delinquency after receiving notice from the Association per the Delinquent Assessments Policy, the Owner may be prohibited from receiving a replacement device until all delinquent amounts, and all costs, charges, and fees owed in connection therewith are paid to the Association.** The Board of Directors may establish a maximum number of access devices which may be issued to an Owner, which number may be amended from time to time, and the Manager shall issue no more access devices than the current maximum number.

(b) Recreational Facilities. The Recreational Facilities are the only areas in the Condominium designated for recreation, sports, exercise, or play. No other portions of the Common Elements may be used for such purposes. Recreational Facilities, and all portions of and equipment therein, shall only be used for the purposes for which they are intended. Permitted uses of the specific Recreational Facilities are described in Section 1.9 below. **If an Owner is delinquent in the payment of Assessments and has failed to cure such delinquency after receiving notice from the Association per the Delinquent Assessments Policy, the Owner, and its Tenants and Occupants, if applicable, may be prohibited from using certain Common Elements, including the Recreational Facilities, all delinquent amounts, and all costs, charges, and fees owed in connection therewith are paid to the Association.**

(c) Common Element Hallways, Doors, and Electrical Outlets. No item or object of any type or nature whatsoever may be stored, placed or maintained anywhere on any portion of any Common Elements serving the Units, including, without limitation, hallways, stairwells, and portions of the parking garage, including in or around Parking Spaces or other parking areas as further described in Section 1.12(c) below. The exterior of a Unit, including the exterior of the Unit's entrance doors and the Unit's windows, may not be decorated, adorned, customized, or altered in any manner whatsoever, including without limitation by the placement of wreaths or installation of doorbells, except as otherwise may be permitted by Chapter 202 of the Texas Property Code. Lockboxes used in connection with the sale or lease of a Unit must be placed on the door handle of the Unit's main entrance door and shall not be placed on the door knocker or any other portion of such door. Further, every lockbox placed on a Unit's entrance door must include a guard or protector which prevents the lockbox from scratching such door. Doorbells installed before March 3, 2017, shall not be considered in violation of these Regulations. Personal property left by an Owner and determined by the Association, in its sole discretion, as abandoned property may be disposed of by the Association or the Manager without prior notice to such Owner. No entrance door of a Unit which is located in a hallway comprising a portion of the Common Elements shall be left ajar, propped open or not fully closed for any extended period of time. In accordance with Section 5.1.1 of the Declaration, each Owner shall be responsible to keep in good condition and repair those interior and exterior doors servicing such Owner's Unit, including the Unit's entrance door, and will promptly repair any damage caused to its Unit entrance door regardless of whether the damage was caused by Owner or such Owner's Tenants, Occupants, Contractors, Guests and other Persons visiting such Owner's Unit. No Owner, Occupant, Tenant or Guest shall be permitted to access or use any outlet or other source of electrical power located in the Common Elements, including in hallways, for purposes of providing electricity and electrical power to a Unit, or to power contents, property, equipment or improvements located in a Unit.

(d) Roof. No Owner, Occupant, Tenant, or Guest shall at any time for any reason enter upon or attempt to enter upon the roof of any of the Buildings unless prior written approval from the Board is granted and such Owner, Occupant, Tenant, or Guest is accompanied by a duly authorized representative of the Association when entering upon the roof of any of the Buildings.

(e) Use of Elevators. The Association may designate one or more of the elevators within the Condominium for use as a service elevator to be used by Contractors, service providers, workers, and any Owner (i) accompanied by a pet; (ii) dressed in swimming, exercise, or workout attire; (iii) carrying bulky parcels; or (iv) for Move In/Move Out or the moving of furniture or other items as further described in Section 1.14 and the Move Policy.

(f) Fire and Safety. Except in the event of an emergency, no Owner, Occupant, Tenant, or other Person may use, tamper with, pry open or modify any fire or safety equipment, including fire, smoke, and speaker detectors, alarms, extinguishers, monitors, equipment, and self-closing doors in the Condominium or on the Property. Each Owner must be familiar with fire safety and evacuation plans and must participate in fire drills conducted at the Property.

(g) Landscaping. No Owner, Occupant, or Tenant shall harm, litter upon, mutilate, alter, plant on, prune, trample or climb on, dig in, uproot or remove any of the landscaping on the Property or within the Common Elements, or place or affix any planters, statues, fountains, ornamental objects or artificial décor or plants upon any portion of the Common Elements (other than the Balcony Areas as may be permitted by these Regulations).

(h) Clotheslines. No hanging or drying of clothes shall be allowed on (or within) any portion of the Condominium or Property, and no pulley clothesline or similar device shall be affixed to or used in any Balcony Area or other Common Elements.

(i) Parking Space, Garage Space, and Storage Space Assignment.(i) Assignment of Parking Spaces, Garage Spaces, and Storage Spaces: Registration of Vehicles.

Except as otherwise specifically provided in the Governing Documents, no Person shall have the right to use a Parking Space, Garage Space, or Storage Space except through an assignment to the Unit owned by the Owner for the respective Parking Space, Garage Space, and/or Storage Space, a record of which assignments shall be kept by the Association. No Person shall have the right to use a Parking Space, Garage Space, or Storage Space which is specifically designated for use by any other Owner or Person or the Association. Each Unit is entitled to the assignment of only one (1) Parking Space; however, up to two (2) vehicles per Unit may be registered by the Unit Owner or Tenant with the Association per Section 1.12(a) below. Neither motorcycles nor vehicles which may be parked in Garage Spaces will count towards the two (2) vehicles that may be registered with the Association.

The Association may, but is under no obligation to, permit an Owner who is not using a Parking Space assigned to his or her Unit, or who otherwise wishes to allow temporary use thereof to another Owner, to temporarily assign the use of such space to such other Owner while both of such persons remain Owners in the Condominium. This temporary assignment of use of a Parking Space shall be documented and administered through the Association and evidenced by a form of temporary assignment and such other documentation as the Association may deem necessary, all of which will be processed through the Management Office. The Owner permitting the use of his or her Parking Space shall, prior to another Owner's temporary use of the Parking Space, notify the Manager of the contemplated temporary use and provide the Manager with the Parking Space number, the name and Unit number of the Unit Owner who will be using the Parking Space, the term of temporary use (i.e. beginning and end dates), and any use limitations which will apply to the other Owner and the temporary use so that Manager can generate the necessary documentation. The Association may establish, and the Manager may enforce, certain other rules, processes, procedures and policies to supplement and assist the Manager and Association in the monitoring and administering the temporary use by Owners of assigned Parking Spaces.

(ii) Care and Maintenance of Storage Spaces and Garage Spaces.

- A. Storage Spaces and Garage Spaces are Limited Common Elements that may be assigned to a Unit for the exclusive use of the respective Unit Owner. The Association and the Manager have no duty to furnish smoke detectors, security devices, locks, or latches for Storage Spaces and Garage Spaces except as may be required under applicable Legal Requirements.
- B. Owners shall use reasonable diligence in the care and maintenance of, and shall not make any alterations of any nature or kind to Storage Spaces and Garage Spaces which are assigned to their Units. Further, Owners shall not make any holes in the woodwork, paneling, ceilings, floors, or walls of the Storage Spaces and Garage Spaces, or store any chemicals, paint, highly flammable or hazardous materials, and substances, food products, or any items that attract vermin or produce odors in such spaces. Notwithstanding the preceding, Owners may include in Storage Spaces temporary shelving which is not affixed to any portion of the woodwork, paneling, ceilings, floors, or walls therein. Owners, Occupants, and Tenants using a Storage Space shall take care in stacking items therein to avoid any impairment of the proper function of or damage to the fire suppression sprinklers located in the Storage Unit.
- C. If necessary, doors to the Storage Spaces and Garage Spaces shall be replaced by the Association; however, if replacement is necessary due to damage caused by any

Owner or its Tenants or Occupants, then such Owner shall be responsible for paying to the Association all costs incurred for such door replacement.

- D. An Owner may permit a Tenant or Occupant of such Owner's Unit to use those Storage Space(s) and Garage Spaces assigned to such Unit.

(iii) Owners are not permitted to permanently assign, sell or perform any transfer or conveyance of any kind of a Storage Space or Garage Space to any other Owner, Tenant, Occupant, or other Person separate and apart from the Unit to which such space has been assigned. Any attempted assignment, sale, or conveyance of a Storage Space or Garage Space separate and apart from the Unit shall automatically be void. The Act and Declaration prohibit permanent assignment, sale, and conveyance of Limited Common Elements separate and apart from the Unit to which such spaces are assigned, which includes Storage Spaces and Garage Spaces in the Condominium. The Association may, but is under no obligation to, permit an Owner who is not using a Storage Space assigned to his or her Unit to temporarily assign such space to another Owner for temporary use while both of such persons remain Owners in the Condominium, which temporary Storage Space assignment shall be handled and administered through the Association and evidenced by a form of temporary assignment which will be processed through the Management Office evidencing such temporary assignment between such Owners.

- E. Storage Spaces which are not assigned to any Unit are under the exclusive control of the Association in accordance with the Governing Documents, and such unassigned Storage Spaces may be available for temporary assignment and use by Owners and Tenants. Owners and Tenants must contact the Management Office and complete the requisite forms for any such temporary assignment of a Storage Space.

(iv) Liability for Storage Spaces and Garage Spaces. Each Owner agrees that no other Owner or Person, including without limitation the Manager and the Association, and each of their officers, agents, and employees, shall be responsible for items kept and stored in Storage Spaces and Garage Spaces assigned to such Owner's Unit, and the Manager and the Association, and other Owners or Persons, are not liable to Owners for use of Storage Spaces and Garage Spaces, or any damages, injuries, or losses to any person or property caused by fire, flood, water, ice, snow, hail, winds, leaks, collapse, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, acts of other persons, condition of the Storage Spaces or Garage Spaces, or other similar occurrences to Storage Spaces and Garage Spaces. The Owners to whose Units Storage Spaces and Garage Spaces are assigned shall be responsible for securing insurance coverage for protection against liability and losses thereto per Section 1.3(c) above. Owners shall immediately notify the Association of any dangerous conditions within or about any Storage Space or Garage Space.

Section 1.9 Use of Recreational Facilities.

(a) General Use of Recreational Facilities: No Disturbances. The Association may, in its sole discretion, (i) designate the hours of access to and operation of the Recreational Facilities and at any time, and from time to time, in its sole and reasonable discretion, close Recreational Facilities for purposes of maintenance, repair or any other reason the Board of Directors deems necessary or required; (ii) restrict the use of the Recreational Facilities by requiring pre-scheduling and limiting the amount of time available to each Owner to ensure fair access; and, (iii) restrict the use of the Recreational Facilities for reservations made through the Management Office as further described in this Section 1.9. Owners, Occupants, Tenants, Guests, and other authorized Persons must comply with these Regulations at all times in using the Recreational Facilities and must also respect the rights and privileges of others using the Recreational Facilities. Making, producing, and engaging in any loud and disturbing activity, including conversation, and use of electronic,

audio, and musical equipment are prohibited in Recreational Facilities, as further described in Section 1.5(h) above.

(b) Income from Recreational Facilities. All income or proceeds received in connection with the Recreational Facilities, including without limitation through a Social Event, hereinafter defined, or other events are the sole and exclusive property of the Association.

(c) Guests. Guests may not use the Recreational Facilities unless accompanied at all times by an Owner, Tenant, or Occupant. The right of a Guest to use these facilities is at all times subject to immediate termination by the Association, which may be exercised by the Manager, if the Governing Documents are violated or if such termination is deemed to be in the Association's best interests.

(d) Number of Guests; Reservation of Certain Recreational Facilities. An Owner, Occupant or Tenant, at any one time, may not have more than six (6) Guests using the swimming pools, sun deck, barbeque/grill areas, or party rooms in the Recreational Facilities; or more than one (1) Guest using the gym/fitness centers in the Recreational Facilities. An Owner, Occupant, or Tenant who has five (5) or more Guests, each of whom will be parking a vehicle, shall be required to comply with Section 1.9(e) below for valet parking services of Guest vehicles.

By prior reservation through the Management Office, functions, parties, or other social events of an Owner (collectively, "Social Events") for more than six (6) Guests may be permitted. Reservations for a room, area, or portion of the Recreational Facilities for Social Events must be made in advance through the Management Office at least forty-eight (48) hours before such event, or such other period of advance notice as the Association may require or determine, in its sole discretion. Owners, or other permitted Persons, making reservations for a Social Event shall be subject to one or more of the following requirements:

(i) execution of agreement(s) and provision of any other documentation and information as may be requested or required by the Association in connection with a reservation;

(ii) restricted times for use and access to the reserved Recreational Facility or other room or area for the Social Event;

(iii) observation of additional rules, terms, procedures, and requirements established by the Association which shall apply in addition to these Regulations for Social Events and the reserved Recreational Facility or other available room or area, including, without limitation, valet parking requirements set forth in Section 1.9(e) below; and

(iv) payment to the Association or a third party (i.e., third party valet parking contractor), if applicable, of fees, deposits, costs, expenses, and other amounts all of which may be amended, revoked, modified, or supplemented from time to time by the Association, in its sole and absolute discretion.

Social Events shall be confined to the room, area, or portion of the Recreational Facilities reserved by the Owner, and such Owner shall ensure and be responsible for seeing that his or her Guests do not use any of the Common Elements or other Recreational Facilities in the Condominium. Owners will be responsible for and shall assume all related risks, for all Guests and their compliance with these Regulations and any additional rules which may apply for any given Social Event.

(e) Guest Valet Parking. If an Owner will have five (5) or more Guests necessitating the parking of at least five (5) Guest vehicles, the Owner will be required to notify the Management Office in sufficient advance of the arrival of such Guests'; and, the Manager will coordinate the then-current third party valet service provider for the Condominium for valet parking of such Guests' vehicles, the cost of which services will be borne by such Owner and paid directly to the Association.

(f) Recreational Facility Age Restrictions for Health and Safety. In addition to the general requirement that the use of Recreational Facilities by minors or legal incompetents be with the knowledge and consent of their parent or legal guardian, the following restrictions apply:

(i) Swimming Pools; Hot Tubs. No individual under the age of sixteen (16) years shall be permitted in or around the swimming pools or hot tubs at any time unless accompanied by a parent or legal guardian.

(ii) Gym/Fitness Centers; Dry Saunas. No individual under the age of eighteen (18) years shall be permitted in or around any gym/fitness center, or in any dry sauna, at any time.

(g) Glass Containers Prohibited. Containers made of glass are not permitted, at any time, in any of the Recreational Facilities, except in meeting rooms.

(h) Animals Are Prohibited. Other than assistance animals permitted in the Condominium as a result of rights granted to certain Persons under the Fair Housing Act, as more particularly described in Section 1.13 of these Regulations, animals or pets are not permitted in the Recreational Facilities at any time.

(i) Swimming Pool and Hot Tub Requirements; Hours of Operation. The following rules will condition any use of the swimming pools and hot tubs in the Recreational Facilities:

(i) Customary bathing attire must be worn in the swimming pool(s) and hot tub.

(ii) Street clothes, cutoffs, underwear, non-swim diapers, and nude bathing are not allowed in the swimming pool and hot tub.

(iii) No floats, beach balls, pool game equipment, or similar type pool/beach balls or toys are permitted.

(iv) Pool furniture may not be removed from the pool deck areas.

(v) No food is permitted in the swimming pools or hot tubs.

(vi) Running, rough play, wrestling, excessive splashing, loud/disruptive behavior and smoking are prohibited in swimming pools and hot tubs areas.

(vii) Posted Rules in the swimming pool and hot tub areas must be obeyed at all times.

(viii) Children who are not toilet trained are permitted to use the swimming pools only if wearing appropriate swim diapers.

(ix) Subject to any hours of operation which may appear in Posted Rules adopted by the Board and posted for the swimming pool and hot tub areas, general hours for the use of the swimming pools and hot tubs are 7:00 a.m. to 10:00 p.m., seven (7) days a week, and general hours for the use of adjacent pool decks, lounge areas, and fire pit and grilling areas are 7:00 a.m. – 12:00 a.m., seven (7) days a week. Owners, Occupants, Tenants, Guests, and all other Persons must observe and comply with the noise-related restrictions and the Quiet Hours for the Condominium outlined in Section 1.5(h) above, or other similar rules which may be included in any Posted Rules while using the swimming pools, hot tubs, and all areas adjacent thereto.

(j) Pool/Grill Reservations. No reservations of pool furniture, pool cabanas or barbecue/grill areas are permitted. Personal belongings and items left unattended will be removed and taken to the Management Office to be placed in "lost and found". The Manager may contact any individual whose name and contact information are provided on such items to notify such person the item was found and where it can be retrieved. Any items which remain in the "lost and found" and are unclaimed by any Owner, Tenant, Occupant, or other Person for a period of ninety (90) consecutive days shall be deemed abandoned and automatically become the property of the Association.

(k) Gym/Fitness Centers. In addition to any Posted Rules adopted by the Board of Directors and posted in the gym/fitness centers, the following rules will condition any use of the gym/fitness centers in the Recreational Facilities:

(i) Customary exercise attire must be worn, and street clothes, cutoffs, and underwear (without other clothing) are not allowed;

(ii) Furniture and equipment may not be removed from the gym/fitness centers, and all equipment, including free weights, shall be carefully handled and placed in the designated areas after use; and

(iii) Running, rough play, wrestling, and fighting are prohibited.

(iv) Playing music aloud using stereo equipment, radios, tape cassette/CD players, MP3/iPod docking stations, and similar audio/stereo equipment and players with speakers in gym/fitness centers is not permitted; however, personal music players and devices (e.g., phones, iPods, and other MP3 players), used with earphones are permitted.

(v) While using gym/fitness centers, Owners, Occupants, Tenants, Guests, and all other Persons must observe and comply with the noise-related restrictions and Quiet Hours for the Condominium included in Section 1.5(h) of these Regulations.

(vi) The gym/fitness centers are open for use by Owners twenty-four (24) hours a day, seven (7) days a week, excepting use by personal trainers which is set forth in Section 1.9(l)(ii) below; provided, however, the Association may at any time, and from time to time, in its sole and reasonable discretion, decrease such hours and close such gym/fitness centers as may be necessary or required.

(l) Personal Trainers. Owners are entitled to bring one (1) personal trainer to the gym/fitness centers to provide such Owner with personal training services. Each Owner and his or her personal trainer must comply with the following requirements:

(i) Before training any Owner, and for each Owner a personal trainer trains in the Condominium, the personal trainer must provide to the Manager 1) completed forms as may be established and required by the Association to be obtained from each personal trainer, which will include the name, address, phone number and business information for the personal trainer; 2) a copy of the personal trainer's current training certificate or license, whichever is applicable; and 3) a copy of the personal trainer's professional liability insurance policy which shall provide for coverage in amounts no less than \$1,000,000 per occurrence, with \$2,000,000 aggregate and which shall name the Association as an additional insured through an additional insureds endorsement. Personal trainers are prohibited from providing any services in the Condominium and using the gym/fitness centers until all required information and documentation is submitted to the Manager and remains current. The Association will require each personal trainer to execute a waiver and release of liability for the Association as well as any other form of agreement the Association deems necessary, which agreements may include and supplement the preceding requirements.

(ii) **Any Owner who is also a personal trainer providing personal training services to other Owners in the Condominium shall be required to provide the same information required for non-Owner personal trainers, and to complete any other agreements as may be required by the Association for the provision of personal training services in the Condominium.** When an Owner is acting in the capacity of a personal trainer and while training another Owner in the Condominium, he or she shall be subject, in all respects, and must strictly comply with the same rules and requirements established by the Association for non-Owner personal trainers and personal training in the Condominium. Owners acting in the capacity of a personal trainer shall not be permitted at any time to utilize the gym/fitness centers, or any other portion of the Condominium, Common Elements, or Property for providing personal training services to any non-Owner or third-party person, excluding Tenants and Occupants. An Owner who fails to provide the information and to complete any other agreements required by the Association or the Manager will be prohibited from providing any personal training services in the Condominium.

(iii) EACH OWNER, OCCUPANT, AND TENANT, FOR THEMSELVES AND THEIR GUESTS, HEREBY WAIVES AND FOREVER RELEASES, AND AGREES TO INDEMNIFY AND HOLD FOREVER HARMLESS, THE ASSOCIATION, BOARD OF DIRECTORS, MANAGER, AND EACH OF THEIR RESPECTIVE MEMBERS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSS, AND CAUSES OF ACTION OF ANY KIND, CHARACTER, OR NATURE WHATSOEVER, INCLUDING INJURY AND DEATH, RESULTING FROM, ARISING OUT OF OR IN ANY WAY CONNECTED TO, WHETHER DIRECTLY OR INDIRECTLY, SUCH OWNERS', OCCUPANTS' AND TENANTS', AND EACH OF THEIR PERSONAL TRAINERS' USE OF THE GYM/FITNESS CENTERS OR ANY OTHER PORTION OF THE PROPERTY OR THE COMMON ELEMENTS FOR PURPOSES OF RECEIVING PERSONAL TRAINING SERVICES FROM A PERSONAL TRAINER. THIS INDEMNITY SHALL SURVIVE ACCORDING TO SECTION 1.16(h) BELOW.

(iv) A personal trainer is prohibited from providing personal training services to more than two (2) Owners, Tenants or Occupants in any gym/fitness center at any one time. This restriction excludes any personal trainer or instructor permitted and approved by the Association to offer group classes (i.e., yoga) in the gym/fitness centers to Owners, Tenants, and Occupants. Use of the gym/fitness centers for personal training is permitted during the hours of 8:00 a.m. and 4:00 p.m., all days of the week, including holidays. Personal trainers may advertise their services only in those places, and in the communication formats, as may be required or requested by the Association.

(m) Business Centers.

(i) Business Centers located in the Common Elements are available for use by Owners, Occupants, and Tenants twenty-four (24) hours a day, seven (7) days a week, including holidays; provided, however, the Association may at any time, and from time to time, in its sole and reasonable discretion, decrease such hours and close Business Centers as may be necessary or required. The Association may require Owners, Occupants, and Tenants to complete a form or to "sign-in" when using computers located in the Business Centers.

(ii) The Association may establish additional rules as and when necessary, limiting the duration of time and use of computers, printers, and paper which will be reflected in Posted Rules. Business Centers, computers, printers and paper, and other office products, if any, are provided as amenities and not for excessive use by Owners, Occupants, and Tenants to conduct business or personal matters.

(iii) Owners, Occupants, and Tenants will take care in the use of the Business Centers and computers and will leave such areas and equipment in a clean and good condition after use. Any malfunctions in computers, printers or other equipment located in the Business Centers, or lack of printing paper, should be promptly reported to the Manager.

Section 1.10 Health and Well-Being.

For the health, well-being, and enjoyment of all Owners, the following limitations and restrictions will be observed:

(a) **Supervision of Minors.** For their own well-being and protection, individuals who are legally incompetent or younger than fourteen (14) years of age must be under the general control and supervision of an adult over the age of twenty-one (21) years at all times while on any portion of the Property. An individual under fourteen (14) years may not be left unattended in a Unit at any time.

(b) **Safety Disclaimer.** **The Association has no duty, obligation, or responsibility to provide any security to or ensure the safety of Owners, Tenants, Occupants, Guests, or other Persons. Certain Persons may be authorized by the Association to provide, maintain or support within the Condominium and on the Property certain activities which are designed to make the Condominium less attractive to intruders. The Board of Directors, the Association, all Owners, the Manager, and each of their respective members, officers, employees, agents, successors and assigns will not in any way be considered an insurer or guarantor of security or safety on or within the Property and Condominium, or any surrounding areas, and shall not be held liable for any loss, damage, or injury caused to person or property of any Owner, Occupant, Tenant, Guest or other Person because of failure to provide security, ensure safety, or institute safety measures, or for the ineffectiveness of security or safety measures provided or security measures undertaken or not undertaken. Every Owner, Occupant, Tenant, Guest, or other Person in the Condominium and on the Property assumes all risk for loss, damage, and injury to such person, any Unit and its contents, any Commercial Unit, and its contents, and any personal property in the Condominium or on the Property. The Board of Directors, the Association, all Owners, the Manager, and each of their respective members, officers, employees, agents, successors, and assigns expressly disclaim and disavow forever in time any and all representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any safety or security systems, measures, activities, or equipment recommended, installed or undertaken within the Condominium and on the Property.**

Section 1.11 Construction and Architectural Control of a Unit.

(a) **Prohibited Changes to the Common Elements.** Unless otherwise permitted herein with the prior written approval of the Association, no Owner, Occupant or Tenant or other Person may change, remodel, alter, decorate, destroy or improve any portion of or fixture in or on the Common Elements, including the hallway areas adjacent to Units, Balcony Areas, and Systems serving more than one Unit.

(b) **Prohibited Changes to a Unit.** Without prior written approval of the Association, an Owner may not make structural alterations or structural modifications to a Unit, which shall include all bearing and concrete walls, or to any Systems serving an adjacent Unit or any other Unit or the Common Elements. Only Owners are permitted to make structural alterations or structural modifications to a Unit according to these Regulations, and no Tenant, Occupant, or other Person shall be entitled to these rights which are exclusive to Owners and their Units.

(c) **Unit Flooring.** All flooring to be installed in a Unit shall require the prior written approval of the Board of Directors, which approval may be coordinated through the Management Office and may require the Owner to execute certain documentation and provide certain information as may be requested by the Board of Directors, or the Manager on its behalf. From and after the Effective Date, use of the concrete slab in a

Unit which comprises a portion of the Building structure as Unit flooring is prohibited. From and after the Effective Date, installing any type of concrete flooring in a Unit is prohibited. Owners shall seek approval at least thirty (30) days before the date on which Owner plans to install flooring. Any delay to the provision of approval herein referenced which results from or is caused by Owner's failure to comply with the approval requirements shall not, for any reason, be deemed the fault of nor shall any liability be placed upon the Association, Manager, or any of their respective members, directors, officers, employees, and agents. In addition to any other requirements which may be established by the Board of Directors and about which Owners will be notified upon submitting a request for approval of hard surface flooring, the Association requires flooring to meet the following minimum requirements:

(i) Sound Transmission Classification (STC Rating) of 65 or greater;

(ii) Impact Isolation Classification of 65 or greater; and

(iii) Installation must include an acoustical cushion, separation, or subfloor beneath flooring which shall provide isolation of the floor coverings from the Building structure, and shall include a sound barrier between the concrete and the floor covering. No hard surface flooring may be installed on top of existing hard surface flooring. Owners shall bear the total and complete responsibility for all work, expenses, and costs for installation of flooring, and shall be liable and responsible for correcting any and all problems and damages, and for any and all claims arising out of, resulting from, or pertaining directly or indirectly to, any objectionable, undesirable or excessive noise which occurs as a result of flooring installed in any Unit.

(d) Inspections. Owners shall permit the Association or its Manager to access their Units and Balcony Areas during normal business hours to perform periodic inspections of all work performed in and to a Unit or Balcony Area pursuant to this Section 1.11, including, without limitation, work performed to Unit flooring described above, until all of such work is completed; provided, however, the Association and Manager have no duty or obligation to perform any such inspections. Prior notice of any such inspections will be given to the respective Owners. In the event such Owners refuse to grant access to the Unit or permit the conduct of any such inspection, then the Association and its Manager are hereby authorized by such Owners to access the respective Units to conduct such inspections using the Unit key provided to the Association according to Section 1.3(a) of these Regulations.

(e) Windows and Doors. In addition to the regulations established for windows and doors in Section 1.7(d), Section 1.7(h), and Section 1.8(c) above, the interior hall and exterior entry doors (including exterior entry doors located on the Balcony Areas), including door hardware, and windows of a Unit must conform to the Building Standard unless otherwise approved by the Association.

(i) Replacement doorknobs may be purchased through the Management Office or such other place as may be determined by the Association from time to time.

(ii) No enclosures, awnings, shades, or shutters shall be erected or installed on the exterior portions of any doors or windows of a Unit or Balcony Area, and no exterior doors or windows shall be added, removed, replaced, or changed in any way, except for the painting of doors on Balcony Areas using only the Building Standard paint as described in Section 1.7(d) above, without the prior written consent of the Association.

(iii) All door and window treatments visible from the exterior of the Unit shall be white or off-white in color. Nothing shall be placed on the outside of windowsills or projections or upon any patio railings of the Unit. Adhesive window film or covering is prohibited without the prior written approval of the Board. The Association reserves the right, to determine, in its sole and absolute discretion, whether any window treatment of any kind is unsightly or aesthetically displeasing.

(iv) Subject only to screen doors permitted per Section 1.11(e) below, an Owner may not alter the color or appearance of the exterior glass surfaces of windows or glass surfaces of Balcony Area doors which includes the application of film, decorative treatment, or decoration which interrupts the consistent and uniform exterior appearance of the Buildings. Any altered window or door in violation of these Regulations, or treatment thereon, is subject to removal by the Association, and the costs of any such removal and replacement shall be the sole responsibility of the Owner.

(f) Screen Doors. An Owner may be permitted to install properly fitted screen doors over such sliding glass doors on the Balcony Area appurtenant to such Owner's Unit, which doors have been approved by the Association prior to installation, and which doors have been purchased from an Association approved vendor. The screen door shall be obtained, installed, and maintained at the sole cost and expense of Owner, and Owner shall ensure the screen door does not impair or alter the existing sliding doors in any manner which may promote or cause damage of any kind to any portion of the Balcony Area, Building Structure or Common Elements. Owners shall contact the Management Office for information concerning the specifications and applications of Association approved screen doors and vendors. The Association, Manager, and their respective members, directors, officers, employees, and agents shall not be liable for any damage, or the costs associated with any damage or repair, to or within a Unit which may be necessitated or caused by a screen door or the installation thereof.

(g) Balcony Area Flooring and Resurfacing. Because certain materials trap moisture which may deteriorate structural components, Balcony Areas may not be covered with any tile or other flooring type material, including outdoor carpeting, and shall not be resurfaced, without the Association's prior written approval. Tile or flooring installation to a Balcony Area approved by the Board of Directors shall require the slab of such Balcony Area to be coated with a waterproofing treatment approved by the Association. Similar to approval for Unit flooring described in Section 1.11(c) above, requests for approval for changes to Balcony Area flooring must be submitted to the Board of Directors, and the approval process will be coordinated through the Management Office. Owners will be required to execute certain documentation and provide certain information as may be requested by the Board of Directors, or the Manager on its behalf.

(h) Construction Hours. Without the Association's prior written permission, no construction may be performed in a Unit except between the hours of 9:00 a.m. and 6:00 p.m., Monday through Friday, excepting weekends and any United States bank holiday. This rule is intended to limit disturbances in the Condominium and Property which may be caused by construction-related utility cutoffs, noise, odors, work, and activity. Notwithstanding the foregoing, any small scale "home improvement" type projects to be performed by an Owner, and not Contractors or other third parties, which may generate loud noise from the use of household tools such as hammers may be conducted from 12:00 p.m. to 4:00 p.m., on Saturdays, except when a Saturday falls on a traditionally recognized and observed United States public or religious holiday.

(i) Understanding and Agreement Concerning Contract Work. As a condition precedent to the Association's written approval of any construction, alteration or similar work to a Unit or flooring of a Balcony Area required prior to the commencement thereof, each Owner, and his or her Contractor, if applicable, must execute and deliver to the Association any agreements, documentation, plans and specifications, permits, licenses, proof of insurance and other information, as may be requested or required by the Association. The approval process will be overseen and conducted by the Manager and all information concerning same may be obtained through the Management Office. No approval process will commence, or any approval granted, until each Owner has submitted all of the requisite agreements, documentation, and other information to the Manager for the Association's review. OWNER SHALL INDEMNIFY AND HOLD FOREVER HARMLESS THE ASSOCIATION, BOARD OF DIRECTORS, OTHER OWNERS, AND EACH OF THEIR RESPECTIVE MEMBERS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL DAMAGE CAUSED BY WORK PERFORMED IN AND TO A UNIT

BY ANY OWNER, TENANT, OR OCCUPANT OR SUCH OWNER'S CONTRACTORS, SUBCONTRACTORS, WORKERS OR OTHER INVITEES PERFORMING WORK FOR CONSTRUCTION, MAINTENANCE, REPAIR, ALTERATION, MODIFICATION OR INSTALLATION OF ANY KIND OR NATURE IN AND TO ANY UNIT OR FOR FLOORING OF A BALCONY AREA INCLUDING ANY ACTIONS, OR INACTIONS, OF SUCH PARTIES REGARDING ANY ASPECT OF SUCH WORK. THIS INDEMNITY SHALL SURVIVE ACCORDING TO SECTION 1.16(h) BELOW.

(j) INDEMNITY FOR REVIEW AND APPROVALS. NO OWNER, OWNER REPRESENTATIVE, OR CONTRACTOR (I) SUBMITTING PLANS, SPECIFICATIONS, PERMITS, PROOF OF INSURANCE, DOCUMENTATION, OR OTHER INFORMATION TO THE ASSOCIATION FOR THE ASSOCIATION'S REVIEW AND APPROVAL, AS MAY BE REQUESTED OR REQUIRED BY THE ASSOCIATION; AND/OR (II) SUBMITTING FORMS UTILIZED BY THE ASSOCIATION AND THE MANAGER IN CONNECTION WITH MATTERS ARISING UNDER THIS SECTION 1.11 OR ANY OTHER GOVERNING DOCUMENT, SHALL MAKE ANY CLAIMS OF ANY NATURE OR KIND WHATSOEVER AGAINST THE ASSOCIATION, BOARD OF DIRECTORS, THE MANAGER, OR THEIR RESPECTIVE MEMBERS, OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS (EACH AN "INDEMNIFIED PARTY" AND COLLECTIVELY, THE "INDEMNIFIED PARTIES") RELATING TO, ARISING OUT OF, WHETHER DIRECTLY OR INDIRECTLY, OR IN ANY WAY CONNECTED TO THE REVIEW BY ANY OR ALL OF THE INDEMNIFIED PARTIES OF SUCH PLANS, SPECIFICATIONS, PERMITS, PROOF OF INSURANCE, DOCUMENTATION, INFORMATION, AND FORMS OR THE PERFORMANCE OF ANY INSPECTIONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NO INDEMNIFIED PARTY REVIEWING PLANS AND/OR SPECIFICATIONS, PERMITS, PROOF OF INSURANCE, DOCUMENTATION, INFORMATION, OR FORMS OR PERFORMING INSPECTIONS, SHALL BE RESPONSIBLE FOR OR HAVE ANY OBLIGATION TO COMMENT ON OR ENSURE COMPLIANCE OF ANY PLANS, SPECIFICATIONS (INCLUDING MATERIALS), WORK PERFORMED, INSURANCE, PERMITS, DOCUMENTATION, INFORMATION OR FORMS WITH LEGAL REQUIREMENTS, THESE REGULATIONS, OR OTHER THE GOVERNING DOCUMENTS OR TO PROVIDE ASSURANCE FOR OR ATTEST TO STRUCTURAL INTEGRITY AND SAFETY, SOUNDNESS, WORKMANSHIP, MATERIALS, USEFULNESS, OR CONFORMITY OF ANY WORK OR MATERIALS WITH THE BUILDING, CONDOMINIUM OR INDUSTRY STANDARDS. EACH OWNER, ON ITS BEHALF AND ON BEHALF OF ITS CONTRACTORS, AGENTS, AND REPRESENTATIVES HEREBY AGREES THE INDEMNIFIED PARTIES ARE NOT QUALIFIED PERSONS TO OPINE OR ADVISE ON ANY MATTERS COVERED IN OR CONTEMPLATED BY THIS INDEMNIFICATION OR THIS SECTION 1.11, AND OWNERS ALSO AGREE TO INDEMNIFY, DEFEND, AND HOLD FOREVER HARMLESS EACH INDEMNIFIED PARTY FROM ANY APPROVAL GRANTED TO AN OWNER OR ITS AGENTS AND CONTRACTORS FOR ANY REVIEW PERFORMED OR APPROVAL GRANTED BY ANY OF THE INDEMNIFIED PARTIES IN CONNECTION WITH PLANS, SPECIFICATIONS, PERMITS, PROOF OF INSURANCE, DOCUMENTATION, INFORMATION, AND FORMS SUBMITTED BY AN OWNER, ON BEHALF OF AN OWNER, OR BY ANY CONTRACTOR OR INSURER. THIS INDEMNITY SHALL SURVIVE ACCORDING TO SECTION 1.16(h) BELOW.

Section 1.12 Vehicle Restrictions and Use of Parking Garage.

(a) Registered Vehicles. Vehicles to which Parking Spaces are assigned per Section 1.8(i) of these Regulations and which are duly registered with the Association may be parked in the parking garage. Any second registered vehicle of any Owner or Tenant shall be entitled to park only in those available unassigned Parking Spaces as may be designated by the Association, on a first come first serve basis. All vehicles must be fully operable and display a current license tag, current inspection sticker, and current Association issued parking sticker or other similar indicator evidencing current registration of such vehicles with the Association.

For purposes of these Regulations, and unless otherwise determined by the Association, permitted vehicles include automobiles, motorcycles, motorized bikes, sport utility vehicles (SUVs), passenger trucks and vans, and similar passenger vehicles and exclude any commercial truck or oversized vehicle intended for commercial use (regardless of how it is used by the vehicle owner) including, without limitation, tow trucks and commercial vans. **The following rules apply to the registration of vehicles:**

(i) The vehicle registration process established by the Association will require each Owner or Tenant to complete certain documentation and to provide any information as may be reasonably requested by the Association for the vehicles being registered. This registration process and the related documentation will be managed and distributed by the Manager through the Management Office.

(ii) Owners or Tenants will receive parking stickers (or other similar type item or device) evidencing vehicle registration which must be displayed or placed on the registered vehicles in the locations as may be dictated by the Association or Manager; provided, however, issuance of multiple parking stickers does not entitle any Owner to the assignment of more than one (1) Parking Space as further described in Section 1.8(i)(i) above.

(iii) Registered vehicles may be self-parked or parked by the valet service provider for the Condominium.

(iv) Motorcycles must be registered per Section 1.12(a) above but shall not count toward the maximum of two (2) registered vehicles described in Section 1.12(a). Motorcycles are permitted to be parked in Garage Spaces and in those parking areas in the parking garage specifically designated for motorcycle parking, which parking areas exclude Parking Spaces and Garage Spaces. Notwithstanding the foregoing, and for clarification, only one (1) motorcycle per Owner, Tenant, or Occupant is permitted, and no more than two (2) total motorcycles per Unit are permitted in the Condominium and entitled to be parked in the parking garage per this Section 1.12(a)(iv).

(b) Guest and Staff Parking. Guests are required to use the valet services offered at the Condominium to park their vehicles as further described in Section 1.9(e), or they must park off-site from the Property on surrounding public streets. Guest vehicles will comply with the vehicle requirements outlined in this Section 1.12. The Association shall have the right to designate unassigned Parking Spaces for use by employees and staff members of the Association and the Manager, and the rights, conditions, and obligations of any such employees and staff members in connection with the use of such Parking Spaces are not applicable to Owners, Tenants, or Occupants and shall not be required to be included in these Regulations or any other Governing Document.

(c) Motorized Vehicle Prohibitions. Commercial vehicles and trucks, including tow trucks, trailers, or vans; recreational vehicles, buses, boats, watercraft, jet skis, and machinery or equipment are prohibited on any portion of the parking garage and shall not be permitted to be parked or stored on any other portions of the Property. No servicing or repairs shall be made to any vehicle either within the parking garage or any other portion of the Property, except for emergency repairs necessary to enable movement of the vehicle to a repair facility. Inoperable vehicles may not be stored in and must be promptly removed from the parking garage and any other portion of the Property, and no vehicle shall be permitted to deposit, leak or discharge any oil, anti-freeze, gasoline, or other toxic, hazardous, or dangerous fluid on any portion of the parking garage or any other portion of the Property. Except for motorcycles parking in designated parking areas per Section 1.12(a)(iv) above, no vehicle shall be driven on or within any part of the parking garage or other portions of the Property, other than on a driveway or in a Parking Space or Garage Space. Parking Spaces shall be used for vehicles only, and no storage or placement of any items is permitted at any time on Parking Spaces or other portions of the parking garage. No vehicle washing by any Owner shall be permitted

anywhere on the Property; provided, however, the Association may, but is not obligated to, approve the presence of a vendor providing "waterless" carwash services to Owners from time to time.

(d) Non-Motorized Vehicle Prohibitions. All non-motorized vehicles (e.g., bicycles, skateboards, and rollerblades) must be registered with the Association through the Management Office and stored in locations designated by the Association. Non-motorized wheeled or similar devices may not be ridden on any portion of the Common Elements and must be walked while on any portion of the Property.

(e) Proper Placement. Except for motorcycles parking according to Section 1.12(a)(4), no vehicle shall be parked on any portion of the Common Elements other than in a Parking Space or a Garage Space. Each vehicle must be properly parked straight-in (not angled or sideways) in a Parking Space and must not occupy more than one (1) Parking Space. Further, vehicles shall not be parked in any manner that impedes the flow of traffic, in whole or in part, or in a manner that creates any potential safety hazards. Motorcycles or bicycles may not be chained to any portions of the parking garage, Common Elements, or Property; however, bicycles may be chained to bicycle racks located in the parking garage or other portions of the Property, if available.

(f) Vehicle Nuisances; Gate Malfunctions. Each vehicle must be muffled, maintained in good repair, and operated to minimize noise, odor, and oil emissions. The use of car horns is strongly discouraged, except for the judicious use of a horn for the right of way or safety. Owners, Tenants, Occupants, and all Persons entering or exiting the parking garage are prohibited from honking their vehicle horn in an attempt to get the attention of Management or other Persons because a parking garage gate or access device used in connection with such gate is malfunctioning or the gate is not permitting access because a vehicle is not registered and does not possess an access device. In the event of a malfunctioning gate, access device failure, or failure of a vehicle to possess an access device, the respective Person driving the vehicle unable to access the parking garage shall be required to (i) move from the respective parking garage entry or exit to not obstruct or block such entry; (ii) park the vehicle outside of the parking garage; and (iii) enter the Condominium to personally notify the Manager of the applicable circumstances. Car alarms shall be adjusted to avoid being activated by usual noncriminal activities (e.g., other people and cars) occurring in the vicinity of the Parking Space in which the vehicle with the car alarm is parked. Any radio, music, or other sounds from a vehicle shall be monitored so as not to disturb others when driving into the parking garage or on other portions of the Property. Discharge of oil, anti-freeze, gasoline, or other toxic, hazardous or dangerous fluid from a vehicle shall constitute a nuisance. No vehicle may be kept or stored in the parking garage if the Association deems it in violation of this Section 1.12 or otherwise in violation of these Regulations.

(g) Traffic and Parking Signage. All Persons shall abide by the Posted Rules for, and signage located in the parking garage and driveway areas on the Property which dictate restrictions for any Parking Spaces, parking, speed, direction, traffic flow, and any other traffic, vehicle, and parking related matters. In the event of emergencies or temporary situations such as cleaning, maintenance, or repair of Parking Spaces or portions of the parking garage, the Association shall have the authority to restrict the use of and access to certain portions of the parking garage and Parking Spaces.

(h) Fire Lanes/Obstructions. No vehicle may be parked in a manner that impedes or prevents ready access to the parking garage, a Parking Space, driveway areas, a Garage Space, or another area on the Property intended for vehicle access. No vehicle may obstruct the flow of traffic, constitute a nuisance or create a safety hazard. No vehicle may be parked, even temporarily, in Parking Spaces or Garage Spaces reserved or assigned to others, in fire lanes, or any area designated as "No Parking."

(i) Violations. Any inoperable vehicle, unregistered vehicle or vehicle found in violation of Section 1.12(e) may be wheel-locked or towed or otherwise removed from the Property by the Association or Manager, subject to applicable Legal Requirements and pursuant to any policy adopted by the Association for

towing and wheel locking, the cost of which actions will be the sole responsibility of the respective vehicle owner. The Board of Directors may, but has no obligation to, adopt general procedures in connection with wheel locking and towing vehicles. THE BOARD OF DIRECTORS, THE ASSOCIATION, ALL OWNERS, THE MANAGER, AND EACH OF THEIR RESPECTIVE MEMBERS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS EXPRESSLY FOREVER DISCLAIM ANY LIABILITY FOR DAMAGE TO VEHICLES, MOTORCYCLES AND NON-MOTORIZED DEVICES OCCASIONED BY THE EXERCISE OF THE REMEDIES DESCRIBED HEREUNDER. Any other vehicle-related violation by an Owner or his or her Tenant, Occupants, and Guests shall be subject to the notice and fine procedures outlined in Article II below.

Section 1.13 Pets.

(a) Subject to Regulations. Owners, Occupants, and Tenants are permitted to keep or permit a pet in a Unit or on the Property only in compliance with these Regulations and any other Governing Documents, as may be applicable. **Notwithstanding the foregoing, only Owners are permitted to have domesticated dogs as pets.** Tenants are prohibited from having dogs as pets; provided, however, an exception to this prohibition may apply to a Tenant that requires an assistance animal (also known as an “emotional support animal”) described under the Fair Housing Act, as may be amended (“FHA”) after such Tenant submits a request for a reasonable accommodation to the Board of Directors in compliance with the FHA promulgated processes and procedures (and any applicable requirements under the Governing Documents), and the Board grants such request. All of such reasonable accommodation requests shall include, in addition to any other documentation required by FHA or the Governing Documents, a letter from Tenant’s licensed healthcare professional (e.g., psychiatrist, psychologist, nurse, physician’s assistant, or licensed counselor) evidencing such Tenant’s requirement for an assistance animal together with each such healthcare professionals’ license credentials and contact information. **Fraudulent emotional support animal (“ESA”) requests will not be tolerated.** FHA laws are intended to protect the rights of disabled persons. Persons who abuse the purposes of and undermine these FHA laws by engaging in fraudulent ESA requests (such as to avoid paying pet-related fees or to be able to have a dog where a dog is otherwise prohibited) negatively impact the rights of others, including (i) Persons submitting bona fide ESA requests; and (ii) Owners who purchased their Units relying on the pet restrictions enacted for the Condominium.

Except as expressly prohibited by FHA laws, any dog allowed in the Condominium for a Tenant as a result of the granting of a request for accommodation by the Board of Directors per this Section 1.13(a) shall be subject to these Regulations and Legal Requirements. No Person is entitled to more than one (1) ESA dog per Unit.

Owners, Occupants, and Tenants may not keep or permit on the Property, a pet or an animal of any kind, at any time, except as permitted by these Regulations and any other applicable Governing Documents. Owners, Occupants, and Tenants who have or permit a pet on the Property or in their Unit are subject to these Regulations and shall be fully responsible for such pets. Additionally, all pets must conform to any applicable Legal Requirements, including those related to animal control.

(b) Pet Registration and Fees. Owners, Occupants, and Tenants are required to complete a pet registration agreement registering all pets, including but not limited to dogs, cats, and birds, but excluding only fish, a form of which registration agreement shall be furnished by the Management Office, and which agreement must be filed with the Management Office immediately upon an Owner, Occupant or Tenant acquiring a pet or within seven (7) days of a pet taking up Occupancy with an Owner, Occupant or Tenant on the Property. In general, pet registration requirements apply to all pets, excluding fish, and such registration requirements include, but are not limited to, the provision of current shot records and a current photo of each pet being registered by the Owner, Occupant or Tenant and, for certain pets as further described below, the performance of a DNA cheek swab by the Association or its designated agent (the “DNA Check”). All dogs

must undergo a DNA Check. Notwithstanding the preceding, any pet that is not a dog and does not leave a Unit at any time, and/or which pet will always be in a cage or crate when outside of a Unit, shall be exempt from the DNA Check registration requirement. All pets which may leave a Unit periodically must wear, on a collar, a tag evidencing registration (the "Renaissance Community Tag") which is obtained from the Management Office at the time of pet registration. For each pet registered by an Owner, an Occupant, or a Tenant, at the time of registration, a one-time pet registration fee will be charged and fees for a DNA Check and Renaissance Community Tag, as applicable, will be charged, the amount of which fees will be established by the Board of Directors. An additional fee will be charged for each replacement Renaissance Community Tag issued to an Owner, Occupant, or Tenant, the amount of which fee will be determined by the Board of Directors.

(c) Pet Charges. The Association has the right and duty to establish and levy fines and charges against any Owner, Occupant, and Tenant who violates these Regulations for pets and to charge Owners, Occupants, and Tenants for damage caused by pets to any portion of the Common Elements and Property. The Association, after providing written notice to the applicable Owner, Occupant, or Tenant per Section 2.2 below and failure of such Owner, Occupant, or Tenant to cure the violation or to request a hearing within the cure period provided, may levy a fine for such violation or the cost of damages caused by the pet of the applicable Owner, Occupant, or Tenant.

(d) Permitted Pets. Following these Regulations, an Owner may keep up to three (3) total domesticated household pets (other than aquarium fish) in a Unit, of which pets there may be no more than two (2) domesticated dogs. A Tenant may keep up to three (3) domesticated household pets total (other than aquarium fish) in a Unit, none of which pets may be dogs except in connection with FHA laws, as further described in Section 1.13(a). Pets, at maturity, may not exceed ninety (90) pounds each in weight. Permitted pets are limited to domesticated household dogs, cats, caged birds, and aquarium fish. Owners, Occupants, and Tenants shall have all pets properly vaccinated and licensed following applicable Legal Requirements, the records of which vaccinations shall be provided to the Association during the pet registration process and thereafter as such records are updated.

(e) Prohibited Pets: Visitor Pets. No Owner, Occupant, Tenant or any other person may keep a dangerous or exotic animal, pit bull terrier, trained attack dog, rodent or any other animal determined by the Board of Directors in its sole discretion to be a potential threat to the safety or wellbeing of any Owners, Occupants, Tenants, Persons, or other animals. No animal or pet may be kept, bred or maintained for any commercial purpose in a Unit or on the Property. Pets or animals belonging to persons other than Owners/Occupants/Tenants, such as Guests (the "Visitor Pets") are prohibited from being in or on the Property for a period exceeding twenty-four (24) hours unless such Visitor Pets have been registered in advance with the Association by the applicable Owner, Occupant, or Tenant hosting such Visitor Pets through the Management Office. Tenants are limited to cats, birds and aquarium fish as Visitor Pets and are prohibited from having any other type of animal or pet, including dogs, as a Visitor Pet on the Property under all circumstances.

Duly registered Visitor Pets are permitted to remain on the Property for no more than ten (10) consecutive days from the date of registration (the "10 Day Visitation Period"). Any Visitor Pet must be in compliance with these Regulations at all times while on the Property, including but not limited to the weight limit restrictions. Each Owner, Occupant, and Tenant shall be subject to substantially the same registration process, requirements, and fees for Visitor Pets as for permanent pets, including a DNA Check and a temporary Renaissance Community Tag for certain Visitor Pets which may leave a Unit on a periodic basis while on the Property. The temporary Renaissance Community Tag must be worn by a Visitor Pet on its collar at all times while on the Property and Common Elements. Visitor Pet registration fees shall be established by the Board of Directors and such fees shall be charged for each 10 Day Visitation Period of a

Visitor Pet regardless of the frequency of visits or length of stay (if less than ten (10) days) of the same Visitor Pet. Upon the termination of the Visitor Pet's visit or the expiration of the 10 Day Visitation Period, the Owner, Occupant, and Tenant initially registering such Visitor Pet will return the temporary Renaissance Community Tag that was issued for such Visitor Pet. If a temporary Renaissance Community Tag that was issued for a Visitor Pet is not returned to the Association upon the expiration of the 10 Day Visitation Period, a fee will be charged to the respective Owner, Occupant, and Tenant for the Visiting Pet. Under no circumstance will any Owner, Occupant, or Tenant of a Visitor Pet permit such Visitor Pet to stay on the Property longer than the 10 Day Visitation Period or be relieved of the obligation to pay the Visitor Pet related fees. An Owner, Occupant, or Tenant that violates these restrictions for Visitor Pets, including by permitting a Visitor Pet to remain on the Property longer than the 10 Day Visitation Period, will be fined by the Association for such violations. Further, any Owner, Occupant, and Tenant anticipating frequent visits from any Visitor Pet that wants to avoid the recurring Visitor Pet registration fees and deposits may permanently register such Visitor Pet as a permanent pet of such Owner, Occupant, or Tenant. A Visitor Pet, whether duly registered or not, may be immediately removed from the Property in the absolute discretion of the Board of Directors or the Manager or any of their respective authorized agents for any reason whatsoever.

(f) Leashes. Dogs, and in certain cases, cats, must be controlled and leashed at all times while on any portion of the Common Elements and Property, and Owners, Occupants, and Tenants shall implement any other means necessary to prevent such pets from attacking or coming into contact with any other person or pets. Leashes may not exceed six feet (6') in length at full extension, and Owners, Occupants, and Tenants must control their pets using such leashes while in any lobby area, hallway, stairwell, or elevator of the Common Elements. Retractable leashes should be kept in the retracted position while in any lobby area, hallway, stairwell, or elevator of the Common Elements. No pet may be leashed to a stationary object anywhere on the Property or Common Elements, at any time. No pet is allowed, at any time, in the Recreational Facilities. The Association shall not be liable for injury or damage (i) to any Owner, Occupant, Tenant, Visitor, Guest, or other Person, including injury or damage caused in whole or in part by the Association's failure to discharge its responsibilities where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge such responsibilities; and (ii) to any property of an Owner, Occupant, Tenant, Visitor, Guest, or other Person, the Common Elements or the Property caused by any pet or Visitor Pet.

(g) Disturbance: Pet Nuisances. Pets must be kept in a manner that does not disturb Owners', Occupants', or Tenants' peaceful enjoyment of their Unit, the Common Elements, or the Property. No pet is permitted to bark, howl, whine, screech, or make other loud noises for extended or repeated periods, or create offensive odors or other nuisances. Pets may not be left unattended on Balcony Areas or any other portion of the Property or Common Elements at any time.

(h) Damage. Each Owner, Occupant, and Tenant is responsible for any and all harm, disturbance, damage or injury caused or inflicted by its pet or its Visitor Pet to (i) the Property; (ii) the Common Elements; (iii) any other Owner, Occupant, Tenant, Visitor, Guest, or other Person; and (iv) property of any other Owner, Occupant, Tenant, Visitor, Guest or other Person; and each Owner, Occupant, and Tenant shall be responsible for any and all costs and expenses related thereto and shall compensate any Owner, Occupant, Tenant, Visitor, Guest or other Person, including the Association, for any such damage, injury, harm or disturbance caused by its pet or Visitor Pet.

(i) OWNERS, OCCUPANTS AND TENANTS WHO KEEP A PET OR VISITOR PET IN A UNIT AND ON THE PROPERTY (COLLECTIVELY, "INDEMNITOR PET OWNERS") SHALL BE DEEMED TO INDEMNIFY AND HOLD FOREVER HARMLESS THE ASSOCIATION, THE BOARD OF DIRECTORS, THE MANAGER AND EACH OF THEIR MEMBERS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS AND ALL OTHER OWNERS, OCCUPANTS, AND TENANTS

FROM AND AGAINST (i) ANY AND ALL LOSSES, CLAIMS, LIABILITY, INJURY (INCLUDING DEATH), AND DAMAGE TO THE COMMON ELEMENTS, PROPERTY, UNITS, OTHER OWNERS, OCCUPANTS, TENANTS, VISITORS, GUESTS, AND OTHER PERSONS OR TO THE PROPERTY OF OTHER OWNERS, OCCUPANTS, TENANTS, VISITORS, GUESTS, AND OTHER PERSONS, INCLUDING THE ASSOCIATION; AND, (ii) ANY OTHER LOSS, CLAIM, DAMAGE OR LIABILITY OF ANY KIND OR NATURE WHATSOEVER RESULTING, WHETHER DIRECTLY OR INDIRECTLY, FROM SUCH INDEMNITOR PET OWNERS' PETS OR VISITOR PETS ARISING OUT OF THE INDEMNITOR PET OWNERS KEEPING OR MAINTAINING SUCH PET IN A UNIT OR ON THE PROPERTY. EACH INDEMNITOR PET OWNER FURTHER AGREES TO INDEMNIFY AND HOLD FOREVER HARMLESS THE ASSOCIATION, THE BOARD OF DIRECTORS, THE MANAGER, AND EACH OF THEIR MEMBERS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL COSTS, DAMAGES, LIABILITIES, LOSSES, AND EXPENSES, ALLEGATIONS, CLAIMS, LAWSUITS AND ACTIONS OF ANY KIND OR NATURE WHATSOEVER, ARISING FROM, CAUSED OR INFLICTED BY OR RESULTING FROM THE INDEMNITOR PET OWNERS' PETS OR VISITOR PETS. THIS INDEMNITY SHALL SURVIVE IN ACCORDANCE WITH SECTION 1.16(h) OF THESE REGULATIONS.

(j) Dog Walking and Pet Waste. Pets are restricted to certain areas on the Property, or adjacent to the Property, to relieve themselves, which areas are established by the Board of Directors, and may be changed at any time and from time to time (collectively, the "Approved Pet Waste Areas"). Approved Pet Waste Areas on the Property, or adjacent to the Property, are shown on a map established by the Association which is available to Owners, Occupants, and Tenants through the Management Office or as may be contained in Posted Rules. No solid pet waste may be left in any Approved Pet Waste Areas at any time. No areas on the Property, on the Common Elements, or in any other area or location outside of the Approved Pet Waste Areas are approved for pet waste. The Association may levy a fine or take other action permitted under these Regulations or Governing Documents against an Owner, Occupant, or Tenant each time feces or urine which may be attributed to a pet in the custody of an Owner, Occupant, or Tenant are discovered outside of the Approved Pet Waste Areas, and when solid pet waste is left unattended in the Approved Pet Waste Areas. No Balcony Area may be used at any time as a latrine area for any pet.

(k) Removal. If an Owner, Occupant, or Tenant violates any regulations applicable to pets, the Owner, Occupant, or Tenant may be given a written violation notice, a time during which to cure such violation, and a fine may be levied by the Association per Article II below. If violations of this Section 1.13 occur three (3) or more times in a consecutive six (6) month period, the applicable Owner, Occupant, or Tenant, upon delivery of a written demand by the Association, may be required to permanently remove a pet. If no time frame for such removal is set forth in such demand, the applicable Owner, Occupant, or Tenant hereby agrees to permanently remove the applicable pet from the Property within ten (10) days after receiving the written demand.

(l) Compliance. Persons who are unable to comply with this Section 1.13 due to a disability for which laws have been enacted under FHA for assistance animals, or other similar Legal Requirements, if any, shall submit to the Association a request for a reasonable accommodation pursuant to Section 1.13(a) above or a variance from the applicable rule(s), as applicable. The Americans with Disabilities Act (ADA) does not apply to private residential condominiums, the Association, the Condominium, or the Property, and application of ADA is limited to places open to the public and places of public accommodation.

(m) Complaints. Any complaints regarding Owners, Occupants, or Tenants with pets who may be or are in violation of this Section 1.13 shall be submitted to the Association in writing which writing shall, in as much detail as reasonably possible, identify the violation, the date on which the violation occurred, the

applicable Owner, Occupant, or Tenant, and the pet responsible for such violation. The complaint must be signed and attested to by the witness of the violation outlined in the complaint.

Section 1.14 Moving and Deliveries.

(a) Prior Notice and Information for Moves and Deliveries. Each Owner, Tenant and Occupant is required to provide prior written notice to the Manager of any Move In/Move Out, which shall contain such other information as may be required by the Manager or the Association, as further described in the Move Policy. Each Owner, Tenant and Occupant must also provide prior written notice to the Manager of any delivery, move or relocation of furniture, appliances, or other large or heavy objects or personal property to or from a Unit to any other Unit or to any other location whatsoever outside the Unit in which such objects or property were originally located (individually and collectively, "Other Move"), as further described in the Move Policy. Requests for use of elevators must be included in the written notices required for each Move In/Move Out and Other Move. Due to limitations on elevator availability in each Building, requests for use of an elevator on a specific date or at a specific time may be denied, and the requesting party must work together with the Manager to identify and reserve an alternate time for such elevator use. Each Owner, Tenant, and Occupant, will be required to complete forms and provide documentation and information as may be requested or required by the Association or Manager prior to any Move In/Move Out or Other Move in accordance with and pursuant to the Move Policy.

(b) Permitted Move Days and Times. Any Move In/Move Out or Other Move must be performed on those days and during those times set forth in the Move Policy. No Move In/Move Out or Other Move may be conducted on Sundays or any United States bank holiday. Each Owner, Tenant, and Occupant is required to notify movers or similar third parties facilitating or assisting with a Move In/Move Out or Other Move about provisions contained in these Regulations applicable to such parties or which are included in any form or other documentation applicable to such Move In/Move Out or Other Move. Any Move In/Move Out or Other Move not completed on the permitted date or within the requisite time frame applicable thereto will be subject to charges and fees according to the Move Policy or as otherwise may be established by the Board of Directors.

(c) Move In and Move Out Deposits and Fees. The Association reserves the right, but is not obligated, to levy charges and fees for each Move In/Move Out and Other Move as further described in the Move Policy. In addition to such fees and charges, the Association may require a refundable deposit to be paid to the Association prior to any Move In/Move Out or Other Move in accordance with the Move Policy. Costs of any damage caused to the Common Elements or other portions of the Property during or in connection with any Move In/Move Out or Other Move shall be deducted from the respective refundable deposit; and, if the cost to repair such damage exceeds the amount of the deposit, the Owner, the Occupant or the Tenant of the respective Move In/Move Out or Other Move shall be responsible for paying such excess amounts due to the Association immediately upon the Association's request.

Section 1.15 Commercial Unit CU-B1, Guest Suites, and Terrace Common Room.

(a) Property in Commercial Unit CU-B1. Commercial Unit CU-B1 of the Condominium is comprised of two Guest Suites and certain other interior and exterior areas separate from the Guest Suites which may be used in common by Owners, Tenants, and Guests. The indoor areas, excluding the Guest Suites, and outdoor terrace area of Commercial Unit CU-B1, may be informally and collectively referred to by the Association, and in this Section 1.15, as the "Terrace Common Room".

(b) Character of Commercial Unit CU-B1 Property. The Terrace Common Room, together with the Guest Suites, comprises the entire Commercial Unit CU-B1 of the Condominium which is owned by the Association. Commercial Unit CU-B1 is not a Common Element and is not a Recreational Facility. Notwithstanding the foregoing, all rules, regulations, requirements, and restrictions set forth in these

Regulations, Posted Rules and any of the Governing Documents which apply to the use of the Recreational Facilities, Common Elements and other portions of the Condominium by Owners, Tenants, Guests, and other Persons, shall also apply to use of the Guest Suites and Terrace Common Room; provided, however, Commercial Unit CU-B1 is further restricted as a Unit. No Person other than a duly authorized Guest, during such Guest's occupancy of a Guest Suite, shall be entitled to access a Guest Suite without the prior consent of the respective Guest.

(c) Animals are Prohibited. Dogs, cats, and all other animals of any kind are prohibited in the Guest Suites, Terrace Common Room (outdoor terrace included), and all other portions of Commercial Unit CU-B1. Commercial Unit CU-B1 is not open to the public, is not a place of public accommodation, and is not subject to and does not obligate the Association to comply with the Americans with Disabilities Act; therefore, no service animals are required to be permitted into Commercial Unit CU-B1 for any reason whatsoever, including for Guests while they occupy a Guest Suite. FHA and Texas emotional support animal laws (collectively, "ESA Laws") equally do not apply to Commercial Unit CU-B1 and do not obligate the Association, as a Unit Owner, to permit emotional support animals in Commercial Unit CU-B1. Emotional support animals are animals that gain permission, through ESA Laws, to live in housing that otherwise has a "no pet policy" or restrictions that prevent pets for certain persons. In consideration of the ESA Laws and their limited applicability, none of which laws extend to Commercial Unit CU-B1, no emotional support animals are required to be, and no emotional support animals will be permitted into Commercial Unit CU-B1 for any reason whatsoever. It is in the sole discretion and authority of the Association, by and through an amendment to these Regulations, to modify, change or otherwise determine, without any obligation, whether or not pets may be, at any time in the future, permitted in or on any portion of Commercial Unit CU-B1; provided, however, this Section 1.15(c) shall remain in full force and effect until such amendment modifying the prohibition of animals in Commercial Unit CU-B1 is duly adopted by the Board of Directors and recorded in the Official Public Records of Dallas County, Texas.

(d) Reservation of Guest Suites. Owners and Tenants may reserve the Guest Suites for their Guests by completing the applicable Owner or Tenant Guest Suite Reservation Agreement provided by the Management Office and paying the fees and charges outlined in such agreement.

(e) Guest Suite Occupancy Term. No occupancy of the Guest Suites by the same Guest(s) shall exceed five (5) consecutive days without the prior written permission of the Board of Directors. The term of occupancy of each Guest for a Guest Suite (the "Occupancy Term") shall be outlined in a Guest Suite Reservation Agreement.

(f) Guest Suite Reservations, Fees, and Deposits. All reservations and required payments arising in connection with the Guest Suites shall be subject to the terms of Guest Suite Reservation Agreements, and payments owed thereunder must be received prior to the Occupancy Term or the respective reservation will automatically be deemed void and of no force or effect.

(g) Guest Suite Check-In/Out Times. No Guest will be permitted to "check in" to a Guest Suite earlier than 3:00 p.m. Dallas, Texas time or to "check out" later than 11:00 a.m. Dallas, Texas time without the prior written permission of the Board of Directors or of the Manager, if authority to grant such permission has been granted by the Board of Directors to the Manager.

(h) Guest Suite Maximum Occupancy; No Animals. No more than two Guests at one time are permitted to occupy any Guest Suite, and at least one Guest must be twenty-one (21) years of age or older. As provided in Section 1.15(c) of these Regulations, no pets, service animals, emotional support animals, or any other type of animals are permitted in the Guest Suites.

(i) Guest Suite Reservation Limitations. Guest Suites are available on a first-come first-served basis. Without prior written permission of the Board of Directors, no Owners or Tenants are permitted to

reserve any Guest Suite more than two times per calendar month, or reserve both Guest Suites at the same time more than one time per each calendar month. Reservations for a Guest Suite may not be made more than ninety (90) days or less than three (3) days before the date the Occupancy Term is scheduled to commence. Reservations may only be made through the delivery of a fully completed, executed Guest Suite Reservation Agreement, together with all payments due thereunder to the Management Office on weekdays during normal business hours.

(j) Holiday or Special Event Weekends. The Association, as the owner of Commercial Unit CU-B1, may, from time to time and at any time, establish restrictions and limit availability and reservation of Guest Suites for any reason, including during the holidays or any other time for private events and special occasions.

(k) Guest Information and Identity. If a Guest is parking a vehicle during the Occupancy Term, legal names, current contact information, and vehicle information (including evidence of current license plate registration and inspection sticker) of such Guest is required and will be documented in the Guest Suite Temporary Occupancy Agreement. All Guest vehicle requirements and Guest vehicle-related rules are set forth in detail in the Guest Suite Temporary Occupancy Agreement, which agreement must be submitted to the Association before any Guest vehicle will be permitted to park in the parking garage of the Condominium. The Association may request government-issued identification be shown to the Manager at any time for purposes of verification of any Guest's identity.

(l) No Dangerous Persons. Owners and Tenants shall not reserve a Guest Suite for a Guest whom such Owner or Tenant knows, should know, or has reason to know or believe, is considered a person who constitutes a threat to the health or safety of persons and property in the Condominium. **The Association, the Board of Directors, the Manager, and each of their members, officers, and employees, have no obligation, duty, responsibility, or liability of any kind or nature whatsoever, at any time, to assist, monitor, investigate, search records, or otherwise determine if any Guest or other Person in any portion of Commercial Unit CU-B1 constitutes a threat to the health or safety of persons and property in the Condominium or Property.**

(m) Liability for Damage. The Owner or Tenant reserving a Guest Suite for a Guest will be liable for damages caused by such Guest to any person, property, the Property, the Condominium, the Common Elements, Recreational Facilities, and Association property as a result of Guest's non-compliance with or violation of these Regulations, Posted Rules, and all other Governing Documents. According to the Guest Suite Reservation Agreements, all Damage Costs, as defined therein, shall be paid by the respective Owner or Tenant reserving a Guest Suite for the respective Guest.

(n) Termination of Occupancy. The Association, Board of Directors and Manager are each entitled to revoke any Guest's right to occupy a Guest Suite, without prior notice to such Guest, Owner or Tenant during the Occupancy Term as a result of such Guest's non-compliance or violation of these Regulations, Posted Rules or any other Governing Document or the Legal Requirements.

(o) Prohibited and Permitted Activities in Guest Suites; Restrictions.

(i) Compliance with Governing Documents. As stated in the first recital of these Posted Rules, all Guests, Owners, Tenants, and other Persons are subject to and must comply with the Rules, these Posted Rules and all other Governing Documents when present in Commercial Unit CU-B1, Guest Suites, or Terrace Common Room areas, and while on any other portion of the Condominium and Property, including the Recreational Facilities.

(ii) Permitted Use of Guest Suite. Guest Suites shall be used for temporary overnight or short-term private lodging purposes only, and all other purposes are prohibited. Guest Suites will be used and

occupied at all times in accordance with the Governing Documents and Legal Requirements. By using the Guest Suites, Guests acknowledge and agree that both the Americans with Disabilities Act and ESA Laws do not apply to the Guest Suites or any other portions of Commercial Unit CU-B1.

(iii) Commercial Unit Is Private Property; No ADA Accessibility Required. Guest Suites located in Commercial Unit CU-B1 are private property and Commercial Unit CU-B1 is owned by the Association. Commercial Unit CU-B1 is not included in and does not constitute any portion of the Common Elements or Recreational Facilities of the Condominium. **The Guest Suites, Terrace Common Room areas, and all portions of Commercial Unit CU-B1, as well as the Condominium, constitute private property, are not part of any hotel, motel, or other lodging establishments open to the public, and are not places of public accommodation, and access to them by the general public is strictly prohibited. In consideration of the foregoing, Guest Suites, and all other portions of Commercial Unit CU-B1, are not subject to, and the Association has no duties arising under or any obligation to comply with, the Americans with Disabilities Act.** The Association may, as a convenience only and without legal or any other kind of obligation or duty, include limited accessibility features and conveniences in the Guest Suites; provided, however, such limited features and conveniences may be removed at any time and from time to time for any reason whatsoever without notice or obligation to any Owner, Tenant, Guest or other Person. If a Guest is disabled or is a person possessing rights arising under or in connection with the Americans with Disabilities Act, and such Guest requires or believes he or she is entitled to any form of accessibility features, fixtures, or accommodations which are not installed or available in the Guest Suites, such Guest will be required to terminate occupancy of the respective Guest Suite immediately and find alternate accommodations for occupancy outside of the Guest Suites.

(iv) Doors to Guest Suites and Commercial Unit. All doors which permit access into and out of the Guest Suites, or doors and gates permitting access into and out of any other portion of Commercial Unit CU-B1, are not permitted to be left ajar, propped open, or not completely closed for any extended period of time.

(v) Commercial Unit Quiet Hours. Guests will exercise reasonable care at all times to avoid making, producing and engaging in any activity in the Guest Suites and on any other portion of Commercial Unit CU-B1, including in the Terrace Common Room areas, or while on any other portion of the Condominium or Property, including any Recreational Facilities, which is generally considered noisy, loud, disturbing or objectionable in a residential community environment and which may include, without limitation, loud conversation and loud noises generated by any kind of electrical, audio or mechanical equipment, or musical instruments. Use of Commercial Unit CU-B1 and Guest Suites by any Person is subject to the "Quiet Hours" established for the Condominium which are 10:00 p.m. to 9:00 a.m., Dallas, Texas time and apply every day throughout the entire calendar year.

(vi) No Smoking. Smoking and vaping in the Guest Suites, and in any other portion of Commercial Unit CU-B1, including the exterior terrace portion of the Terrace Common Room, are strictly prohibited.

(p) Hours for Terrace Common Room. The Terrace Common Room areas (outdoor terrace included) are available for use daily between the hours of 9:00 a.m. and 10:00 p.m., Dallas, Texas time unless such hours are otherwise restricted by the Association, in which case, such restricted hours will be posted in the Terrace Common Room and will be enforceable as Posted Rules. When the Terrace Common Room areas are closed, Guests of the Guest Suites will remain entitled to access interior portions of the Terrace Common Room areas for the limited purposes of accessing their respective Guest Suites.

(q) Housekeeping Services. No housekeeping services are or will be provided to any Guest or Guest Suite during any Guest Occupancy Term. Guests may request additional towels and towel service by contacting the Concierge Desk at 214-772-1010.

(r) Guest Use of Recreational Facilities. **As provided in Section 1.10(c) of these Regulations, Guests are prohibited from using any of the Recreational Facilities unless accompanied at all times by an Owner, Tenant, or Occupant.** The right of a Guest to use Recreational Facilities is at all times subject to immediate termination by the Association or Manager if a Guest violates the Governing Documents or if such termination is deemed to be in the Association's best interest.

(s) Safety and Security Disclaimer. THE ASSOCIATION HAS NO DUTY, OBLIGATION, OR RESPONSIBILITY TO PROVIDE ANY SECURITY TO OR ENSURE THE SAFETY OF GUESTS, OWNERS, TENANTS, OCCUPANTS, OR OTHER PERSONS. THE BOARD OF DIRECTORS, THE ASSOCIATION, ALL OWNERS, THE MANAGER, AND EACH OF THEIR RESPECTIVE MEMBERS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS WILL NOT IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY OR SAFETY TO ANY OTHER OWNERS, GUESTS, TENANTS OR OTHER PERSONS WHILE THE FOREGOING ARE IN OR ON ANY PORTIONS OF THE GUEST SUITES, COMMERCIAL UNIT CU-B1, PROPERTY, AND CONDOMINIUM, OR ANY SURROUNDING AREAS. THE BOARD OF DIRECTORS, THE ASSOCIATION, ALL OWNERS, THE MANAGER, AND EACH OF THEIR RESPECTIVE MEMBERS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS SHALL NOT BE HELD LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE CAUSED TO ANY PERSON OR GUEST, OR TO PROPERTY OF ANY GUEST OR OTHER PERSON IN COMMERCIAL UNIT CU-B1, CONDOMINIUM OR OTHER PORTION OF THE PROPERTY ARISING FROM, WHETHER DIRECTLY OR INDIRECTLY, FAILURE TO PROVIDE SECURITY, ENSURE SAFETY, OR INSTITUTE SAFETY MEASURES, FROM THE INEFFECTIVENESS OF SECURITY OR SAFETY MEASURES PROVIDED, OR OF SECURITY OR SAFETY MEASURES UNDERTAKEN OR NOT UNDERTAKEN, AND FROM ANY NEGLIGENCE OF THE ASSOCIATION AS IT MAY RELATE TO SECURITY OR SAFETY MEASURES ON ANY PORTION OF THE CONDOMINIUM AND PROPERTY. EVERY GUEST ASSUMES ALL RISK FOR LOSS, DAMAGE, AND INJURY OF ANY KIND TO PERSON AND PROPERTY, INCLUDING VEHICLES, WHILE OCCUPYING OR BEING PRESENT IN OR ON THE GUEST SUITES, COMMERCIAL UNIT CU-B1, CONDOMINIUM, AND PROPERTY. THE BOARD OF DIRECTORS, THE ASSOCIATION, ALL OWNERS, THE MANAGER, AND EACH OF THEIR RESPECTIVE MEMBERS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS EXPRESSLY DISCLAIM AND DISAVOW FOREVER IN TIME ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY SAFETY OR SECURITY SYSTEMS, MEASURES, ACTIVITIES, OR EQUIPMENT RECOMMENDED, INSTALLED OR UNDERTAKEN IN THE GUEST SUITES, ALL OTHER PORTIONS OF COMMERCIAL UNIT CU-B1, CONDOMINIUM AND OTHER PORTIONS OF THE PROPERTY.

(t) Assumption of Risk. **GUESTS' USE, ACCESS, AND OCCUPANCY OF GUEST SUITES AND GUESTS', OWNERS', TENANTS' AND OTHER PERSONS' USE OF THE TERRACE COMMON AREAS, AND ANY PORTION OF COMMERCIAL UNIT CU-B1 AND LIMITED COMMON ELEMENTS APPURTENANT THERETO, OR ANY OTHER PORTION OF THE CONDOMINIUM AND PROPERTY, INCLUDING RECREATIONAL FACILITIES, SHALL BE AND IS AT ALL TIMES AT SUCH GUESTS', OWNERS', TENANTS' AND OTHER PERSONS' OWN RISK. The Common Elements, Commercial Unit CU-B1, Guest Suites, Terrace Common Room, and Recreational Facilities, and all other portions of the Condominium and Property are unattended and unsupervised. Guests, Owners, Tenants, and all other Persons are exclusively responsible for their**

own safety and respective use of the Guest Suites, and the Terrace Common Areas, and all other portions of Commercial Unit CU-B1, which use shall be at their own risk. The Board of Directors, the Association, the Manager, and each of their respective members, officers, employees, agents, successors, and assigns disclaim any and all liability and responsibility for damage, loss, injury, or death occurring to person or property in connection with Guests', Owners', Tenants', Occupants' and other Persons' respective access to, and use and occupancy of the Guest Suites, the Terrace Common Areas, and all other portions of Commercial Unit CU-B1, the Recreational Facilities and any other portion of the Condominium, Property, and Common Elements and use of all property, equipment, fixtures, non-fixtures, furnishings, and other contents and improvements of any kind or nature contained therein or thereon.

Section 1.16 Miscellaneous.

(a) **Mailing Address.** An Owner who receives mail at an address other than the address of such Owner's Unit is responsible for maintaining with the Association such Owner's current physical mailing address, which shall exclude any post office box address. An Owner who changes such Owner's name or mailing address must promptly notify the Association in writing no later than thirty (30) days after the occurrence of such change; provided, however, the Association shall not be liable for any violations, delinquencies, fines, or fees which may result from a change of address, and Owners are strongly encouraged to notify the Association prior to such thirty (30) day period. **Notifications of change of name or change of address should be identified as such on the notice.** All notices required to be sent to Owners by the Governing Documents will be sent to an Owner's most recent address as shown on the records of the Association. If an Owner fails to provide a change of address or a forwarding address, the address of such Owner's Unit is deemed effective for purposes of delivery.

(b) **No Waiver.** The failure of the Association to enforce a provision of these Regulations does not constitute a waiver of the right of the Association to enforce such provision at any other time.

(c) **Severability.** If any term or provision of these Regulations is held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding will not affect any other term or provision of these Regulations.

(d) **Amendment of Regulations.** These Regulations may be revised, replaced, amended, modified, and supplemented by the Board of Directors at any time. Owners are urged to contact the Management Office to verify these Regulations currently in effect on any matter of interest, and these Regulations will be posted on the community website to which all Owners have access. These Regulations will remain effective until such time as they may be duly amended per the Governing Documents and such amendment is filed of record in the Official Public Records of Dallas County, Texas. **Establishing, amending, and instituting changes to the amounts of fees, fines, deposits, charges, and other amounts referenced or contemplated in these Regulations, including the Fine Policy and Delinquent Assessments Policy, which apply to or arise from the enforcement of these Regulations, or to other related matters herein described, are not, and do not constitute or qualify as amendments to these Regulations. Such amounts may be established, adopted, and amended by the Board of Directors from time to time in the sole and absolute discretion of the Board of Directors acting with the authority granted to it under Section 7.15 of the Bylaws.**

(e) **Complaints.** Any complaints about violations of these Regulations shall be made in writing to the Association and submitted to the Management Office. Complaints shall include and identify the type of violation and the date of the violation and must be signed by the person who witnessed the occurrence of the violation. Complaints are not considered confidential; and the Association, the Manager, and each of their members, directors, officers, employees, agents, successors, and assigns owe no duty of confidentiality to any Owner, Tenant, Occupant or Person for complaints submitted to the Association.

(f) Other Rights: Time. These Regulations are in addition to all rights of the Association under all other Governing Documents, Legal Requirements, and the laws of the State of Texas. The times referenced in these Regulations shall mean the applicable local time in Dallas County, Texas.

(g) Owner Claims: Owner Claims Policy. All Owners are subject at all times to the Owner Claims Policy. Amongst other matters described therein, the Owner Claims Policy shall apply to any claims alleged or brought by Owners against the Association for an alleged failure of the Association to perform its duties and responsibilities outlined in these Regulations or any other Governing Document. **NO OWNER, TWO (2) OR MORE OWNERS, OR OTHER GROUP OF OWNERS, IS ENTITLED TO FILE SUIT IN ANY COURT OR SEEK REDRESS OR RESOLUTION OF ANY ALLEGED CLAIM WITHOUT FIRST COMPLYING IN ALL ASPECTS WITH THE OWNER CLAIMS POLICY.**

(h) Survival of Indemnities. Unless expressly provided otherwise in these Regulations, all indemnities provided in these Regulations, as may be amended, shall survive the revocation, termination, expiration, or other events which may occur and cause all or any portion of these Regulations to be voided, eliminated, or otherwise made unenforceable.

(i) Release. **ALTHOUGH ALL OWNERS, TENANTS, OCCUPANTS, AND OTHER PERSONS MAY BE REQUIRED FROM TIME TO TIME TO SIGN RELEASES OF LIABILITY RELEASING AND HOLDING HARMLESS THE BOARD OF DIRECTORS, THE ASSOCIATION, ALL OTHER OWNERS, TENANTS, OCCUPANTS, THE MANAGER, AND EACH OF THEIR RESPECTIVE MEMBERS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, LOSSES, DAMAGES AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THE USE OF ANY OF THE COMMON ELEMENTS, OR RECREATIONAL FACILITIES, OR ANY OTHER PORTION OF THE CONDOMINIUM AND PROPERTY, AND THE MERE OWNERSHIP OR OCCUPANCY OF A UNIT OR COMMERCIAL UNIT, OR USE OF THE COMMON ELEMENTS OR RECREATIONAL FACILITIES, IN AND OF ITSELF, BY ANY PERSON FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, FOR SOCIAL EVENTS, SHALL CONSTITUTE A FULL, UNCONDITIONAL, COMPLETE RELEASE OF LIABILITY FOR (AND IN FAVOR OF) AND A FULL INDEMNIFICATION OF THE BOARD OF DIRECTORS, THE ASSOCIATION, ALL OTHER OWNERS, TENANTS, OCCUPANTS, THE MANAGER, AND EACH OF THEIR RESPECTIVE MEMBERS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH ANY ACTIVITIES, AND SOCIAL EVENTS AND ANY OTHER USE OF THE COMMON ELEMENTS, AND RECREATIONAL FACILITIES AND ANY OTHER PORTION OF THE CONDOMINIUM AND PROPERTY FOR ANY REASON WHATSOEVER. ALL OWNERS, THE BOARD OF DIRECTORS, THE ASSOCIATION, MANAGER, AND EACH OF THEIR RESPECTIVE MEMBERS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS EXPRESSLY DISCLAIM AND FOREVER DISAVOW ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS OR SAFETY FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY AND ALL OF THE COMMON ELEMENTS, RECREATIONAL FACILITIES, CONDOMINIUM AND PROPERTY, AND ANY FACILITIES, SYSTEMS, IMPROVEMENTS, EQUIPMENT, FIXTURES, AND NON-FIXTURES ASSOCIATED WITH, INCLUDED IN, AFFIXED ON, OR CONNECTED TO THE COMMON ELEMENTS, RECREATIONAL FACILITIES OR PORTION OF THE CONDOMINIUM AND PROPERTY.**

(j) Risk. **Each Owner, Occupant, and Tenant, and any other Person who uses the Common Elements, Recreational Facilities, and such Person's Unit or a Commercial Unit shall be and is at all times at such person's own risk. The Common Elements and the Recreational Facilities are unattended and unsupervised. Each Owner, Occupant, and Tenant, and any other Person is solely responsible for his or**

her own safety, and for such person's Guests' own safety. The Board of Directors, the Association, other Owners, the Manager, and each of their respective members, officers, employees, agents, successors, and assigns disclaim any and all liability and responsibility for damage, loss, injury, or death occurring to person or property in connection with such persons' use of and access to the Common Elements, the Recreational Facilities and all property, equipment, fixtures, non-fixtures, furnishings and other contents of any kind or nature contained therein.

ARTICLE II

Rules Governing Fines, Charges and Collection

Section 2.1 Assessments and Fee Collection Procedures. This Section 2.1 shall be known as the Association's "Delinquent Assessments Policy" and shall replace, in their entirety, the Delinquent Assessments Policy and any other policy, resolution, or other document existing before the Effective Date of these Regulations and governing the procedures for notice requirements and late fees, charges and collection processes applicable to Assessments which are considered delinquent.

(a) Assessment Due Date. Assessments are due in the amounts and on the dates established by the Board of Directors according to the Governing Documents or as otherwise may be specified by the Board of Directors in a notice imposing such Assessment (collectively, "Due Date"). Assessments are considered delinquent if not received, payment in full, by the Association on the Due Date ("Delinquent Date").

(b) Notice of Delinquent Assessments; Penalties; Suspension of Privileges. The Association will notify an Owner in writing within thirty (30) days of the Delinquent Date that such Owner's Assessments are delinquent which notice will:

(i) Specify each delinquent amount and the total delinquent amount owed to the Association to make the Owner's account current (collectively, the "Delinquent Amounts");

(ii) Describe the options Owner has to avoid its Assessment account being turned over to a collection agency including the availability of a Payment Plan, if any, hereinafter defined;

(iii) Provide thirty (30) days for Owner to pay the Delinquent Amounts before further collection actions are taken; and,

(iv) Notify the Owner that after the thirty (30) day cure period has expired, if the Owner failed to pay the Delinquent Amounts owed, the Association has the right, but not the obligation, to exercise certain remedies which include suspension of such Owner's voting privileges and use of certain Common Elements and to terminate any utility and cable service serving such Owner's Unit where such services are paid for in whole or in part through Assessments, until such time when all Delinquent Amounts are paid in full to the Association. In the event the Association determines to exercise some or all of the remedies available to it per this Section 2.1(b)(iv), it will deliver to the Owner at least five (5) days before the exercise of any such remedies written notice, which notice shall include the action(s) the Association intends to take.

Notwithstanding the foregoing, and according to Section 6.3 of the Declaration, any Assessment not paid within fifteen (15) days after the Due Date shall bear interest at the Past Due Rate, as defined in the Declaration and will be charged a late fee of not less than \$50.00 which fee may be amended by the Board of Directors pursuant to the Governing Documents without any need or requirement to amend this Section 2.1 or record any such amendment.

If the Association decides to send any type of “courtesy notice” to an Owner after the Due Date has passed but before the written notice required by Section 2.1(b), such courtesy notice shall be of a courtesy nature only, and puts no obligation or requirement on the Association to provide courtesy notices for Delinquent Amounts before pursuing its rights to collect Delinquent Amounts according to this Delinquent Assessments Policy or any other Governing Documents at any other time, and the Association may determine, without notice to any Owner or other Person, to cease sending such “courtesy” notices. The written notices required by Section 2.1(b) to be sent to an Owner for payment of Delinquent Amounts and the exercise of Association remedies, shall be the only notices the Association or Manager is obligated to send under the Delinquent Assessments Policy before taking the respective actions associated with each such notice.

(c) Optional Payment Plan. The Association may provide a written agreement for an alternative payment plan for Delinquent Amounts owed to the Association (a “Payment Plan”) upon request of the Owner delinquent in the payment of Assessments, subject to the Payment Plan eligibility requirements. Payment Plans are not settlement agreements, and the provisions in this Section 2.1 concerning Payment Plans do not apply to or limit the Association’s authority, power or discretion to enter into a settlement agreement with an Owner delinquent in the payment of Assessments after such Owner’s delinquent account has been referred by the Association to an attorney for collection efforts.

(d) Guidelines for Optional Payment Plan. On the date upon which Owner enters into a Payment Plan (“Plan Date”) approved by the Association, such Owner will begin making partial payments to the Association until the Delinquent Amount is paid in full and the Owner has fully complied with the terms of the Payment Plan. The Association may use the following timelines and terms as *general guidelines* for a Payment Plan; provided, however, each Payment Plan may be customized to meet the needs of individual Owners as may be necessary in the sole discretion of the Board of Directors so long as any customization does not violate this Delinquent Assessments Policy, the Governing Documents or any other Legal Requirement. In no event will any Payment Plan be offered for a term of less than three (3) months or greater than twelve (12) months from the Plan Date.

Six (6) Month /Equal Payment Plan – Six (6) equal partial payments of the Delinquent Amounts to be paid to the Association on the same day of each month as outlined in the Payment Plan; if the payment date specified in the Payment Plan falls on a holiday or weekend day, the payment will be due the first business day following such holiday or weekend day.

Payment Commencement – The first (1st) payment due under the Payment Plan shall be due and payable as set forth in such plan.

Penalties – Additional monetary penalties (late fees, fines for Delinquent Assessments, interest on fines and late fees, and similar penalties) may not be charged to any Owner during his or her participation in the Payment Plan after the Plan Date and prior to completion of such plan and payment in full of the amounts owed under the Payment Plan. Monetary penalties do not include reasonable administrative costs associated with administering the Payment Plan or past-due interest on the Delinquent Amounts which may be charged per Section 6.3 of the Declaration. Default by an Owner of a Payment Plan will void the suspension of monetary penalties, and the Association may commence exercising its rights and remedies per the Governing Documents.

Notwithstanding the foregoing, regardless of an Owner’s participation in a Payment Plan, and according to the Act, this Delinquent Assessments Policy and other applicable

Governing Documents, the Association may continue to impose non-monetary penalties against Owners delinquent in the payment of Assessments, including but not limited to suspension of voting privileges, use of certain Common Elements and termination of utility and cable services to Units until all Delinquent Amounts have been paid to the Association.

(e) Eligibility for Payment Plan. The Association is not required to enter into a Payment Plan with any Owner who has failed to honor the terms of any previous Payment Plan entered into with the Association for a period of two (2) years following such Owner's default under the previous Payment Plan. When an Owner is not eligible for a Payment Plan, all Delinquent Amounts owed to the Association must be paid in full according to the written notice provided in Section 2.1(b) above. The Association shall not be required to accept any partial or installment payments of Delinquent Amounts from the date of the institution of an action to enforce the payment thereof to the time that all such amounts are paid in full.

(f) Default on Payment Plan. If any payment outlined in a Payment Plan is not paid in the amount and on the due date specified in such Payment Plan, and after written notification of such missed payment to the respective Owner is delivered by the Association ("Payment Plan Default Notice"), Owner fails to make such payment within the specified timeframe stated in the Payment Plan Default Notice, the Owner shall automatically be in default of the Payment Plan. Once an Owner is in default of a Payment Plan, the Association may declare the entire remaining unpaid Delinquent Amounts immediately due and payable by written notice to the Owner and commence collection proceedings following the Governing Documents to collect such amounts without regard to the Payment Plan.

(g) Foreclosure. According to Section 6.4 of the Declaration, the Association possesses a lien against each Unit, the Rents, if any, payable to an Owner of any Unit and Insurance Proceeds received by an Owner of any Unit to secure the payment of Assessments and any such lien shall constitute a lien and encumbrance in favor of the Association upon such Owner's Unit, Rents and any Insurance Proceeds. So long as the Association complies with the Act, other Governing Documents, Chapter 51.002 of the Texas Property Code, as amended, and any other Legal Requirement or applicable law concerning collection of Delinquent Amounts, including but not limited to the requirements outlined in this Delinquent Assessments Policy, the Assessment liens on Units created by Section 6.4 of the Declaration may be foreclosed on or enforced by any other means available at law or in equity. The Association possesses the power of sale in connection with the Association's Assessment liens, and the Association may bid for and purchase a Unit, as a Common Expense, at any such foreclosure sale.

(h) Notice to First Mortgagees. The Association may be required to provide notice to a First Mortgagee of a Unit regarding the default of an Owner of such Unit in the payment of Assessments as more particularly described in Article IX of the Declaration. In the event a First Mortgagee requests such information in writing according to the Declaration, the Association shall provide the information to the requesting First Mortgagee following the Declaration.

(i) Notice to Owners and Military Servicemembers. Owners who are military servicemembers may be afforded special protection in the event of foreclosure. To ensure that the Association affords such persons this protection and follows all applicable laws outlined in Chapter 51 of the Texas Property Code, as amended, related to defaulted Owners and foreclosure of real property, it shall comply with the following provisions.

(i) The Association shall strictly comply with this Delinquent Assessments Policy, the Act, and Chapter 51 of the Texas Property Code, as amended and shall deliver all notices and follow all procedures

required therein as the same may apply to foreclosures resulting from Owners' failure to pay Delinquent Amounts.

(ii) Notices served upon Owners according to Chapter 51.002(b)(3) (*relating to a required written notice of sale*) and Chapter 51.002(d) of the Texas Property Code (*relating to written notice that a debtor is in default*), as amended, must state the name and address of the sender of the notice and contain the following statement in conspicuous, boldface or underlined type:

Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active-duty military service to the sender of this notice immediately.

(iii) Pursuant to Chapter 51.015 of the Texas Property Code, foreclosure of an Assessment lien created before the date on which a servicemember's active duty military service commences may not be conducted during a military servicemember's period of active duty military service or during the nine months after the date on which that service period concludes unless the foreclosure is conducted under a court order or the military servicemember waived his rights under and in accordance with Chapter 51.015(e) of the Texas Property Code.

(j) Effective Date. The Delinquent Assessments Policy in this Section 2.1 shall be effective upon recordation of these Regulations in the Official Public Records of Dallas County, Texas.

(k) Amendment of Policy. The Board of Directors may amend the Delinquent Assessments Policy in this Section 2.1 from time to time and at any time per Section 1.16(d) of these Regulations.

Section 2.2 Fines and Property Damage Charges Rules and Procedures.

(a) Fine Policy. The Association uses fines to discourage violations of the Governing Documents and to encourage present and future compliance. Fines are not intended to punish violators or generate revenue for the Association. Fines levied for violations of these Regulations or other Governing Documents and charges for property damage are not the same as deposits, fees, expenses, or costs charged by the Association for operations, administration, maintenance, and other matters for which the Association is entitled to levy charges against Owners according to these Regulations, Section 7.15 of the Bylaws, and other Governing Documents. **Deposits, fees, expenses, and costs charged by the Association and identified in these Regulations which do not constitute fines or property damage as described in Section 82.102 of the Act are not subject to the mandatory notice, hearing, and fining procedures outlined in this Section 2.2.**

(b) Owners Liable. An Owner is liable for fines levied by the Association for violations of the Governing Documents whether the Owner commits such violations or Occupants, Tenants, Guests and/or Contractors of such Owner commit the violations. Regardless of who commits the violation, the Association will direct communications to the applicable Owner, although the Association may, but has no obligation to, also send copies of notices to the actual violator, including without limitation Occupants and Tenants of such Owner's Unit.

(c) Violation Notice. Per Section 82.102 of the Act, before the Association can charge a Unit Owner for property damage for which the Owner is liable or levy a fine for a violation of the Governing Documents, the Association must send a written notice to the applicable Owner (the "Violation Notice"). The Violation Notice will contain the following items:

(i) the date the Violation Notice is prepared;

(ii) sufficient description of the violation, or the property damage, whichever is applicable, for which the Violation Notice is being sent;

(iii) a reference to the Governing Document and the provision(s) therein that was violated; or, in the case of property damage, a description thereof;

(iv) a description of the violation; and, if the violation was committed for the first time, or the violation is not a Repeat Violation as further described below, then:

A. in the case of an *ongoing and continuous* violation, a reasonable date upon which Owner may correct the violation to avoid the fine (a "Cure Period"); or,

B. in the case of a *sporadic or periodic* violation, a statement that any future recurrence of the violation in the next twelve (12) months after the date of the Violation Notice, will result in an immediate levy of a fine.

(v) a statement that a fine, and dollar amount of such fine, or in the case of property damage, the applicable damage charge, will be levied against the Owner upon the expiration of the Cure Period if A) the violation is not cured within the Cure Period; and, B) Owner does not request a hearing with the of Directors within the thirty (30) day time period described below;

(vi) a statement that not later than the thirtieth (30th) day after the date of the Violation Notice, the Owner may request a hearing before the Board of Directors to contest the fine or damage charge; and

(vii) statement that the fine or damage charge will be levied after the thirtieth (30th) day following the date of the Violation Notice if no hearing is requested and the violation is not corrected. ***Thereafter, the Association is required to send a second notice notifying the Owner when a fine has been levied as further described in Section 2.2(g) below.***

(d) Repeat Violation. Where an Owner commits the same violation, or a substantially similar violation within twelve (12) months following a Violation Notice ("Repeat Violation") therefore, the Violation Notice sent to an Owner citing such same or substantially similar violation will state that because the Owner was given notice and a Cure Period within the past twelve (12) months, the fine will attach and be considered levied on the date of the Violation Notice.

(e) Right to Hearing: Levy of Fine/Damage Charge at Hearing. According to the Violation Notice, an Owner may request a hearing with the Board of Directors regarding a violation of the Governing Documents or a property damage charge. The Board of Directors will have ten (10) days after receiving the Owner's hearing request to respond to such Owner providing the time, place, and date of the hearing. The hearing must be scheduled for a date to occur not later than forty-five (45) days from the date the Association receives the Owner's hearing request, and the hearing should be scheduled to allow a reasonable opportunity for both the Board of Directors and the Owner to attend. The Owner's request for a hearing only suspends the levy of a fine or property damage charge. The hearing will be held in a closed meeting or executive session of the Board of Directors. At the hearing, the Board of Directors will consider the facts and circumstances presented by the Owner surrounding the violation or property damage. The Owner may attend the hearing in person or may be represented by another authorized person or agent (i.e., Owner's legal counsel or spouse) to represent the Owner and attend the hearing on his or her behalf, in which event, Owner will notify the Board of Directors of the attendance of its representative and the nature of the representation in sufficient advance of the hearing and provide the name of such person or agent and a statement indicating his

or her authorization to be represented by that person at the hearing. A fine or damage charge may be levied by the Board of Directors at the hearing at which the Owner or its representative is actually present. If the fine or property damage charge is levied at the hearing, the Board of Directors must state its decision to levy the fine or property damage charge and the amount, and thereafter, no further notice is required to be sent to the Owner concerning the respective fine or property damage charge amount.

(f) Levy of Fine Outside of Hearing. Where no hearing is either requested or attended, the Association may levy the fine or property damage charge thirty (30) days after the date of the Violation Notice. Where a hearing is requested and attended, but no fine was levied at the hearing, or the Owner failed to attend the hearing, then the Association may levy the fine or property damage charge immediately after the hearing. **The Association must give notice to the Owner of the levied fine or property damage charge no later than the thirtieth (30th) day after the date of levy.**

(g) Fine Amounts. The Board of Directors may establish, adopt, and amend amounts for fines on a case-by-case basis, at any time and from time to time in its absolute and sole discretion. The Association may establish schedules for fines for different types of violations. The amount and cumulative total of a fine must be reasonable in light of the nature, frequency, and effects of the violation, and fines should be uniform for similar violations. Fines may include one-time, daily, or other periodic amounts. The Association shall keep a record of the fine amounts and schedules adopted by the Board of Directors which shall be kept in the Association records.

(h) Repeat Violation Fines. Fines levied for Repeat Violations described in Section 2.2(d) above may vary based on the frequency of such violations. If the Repeat Violation is *ongoing or continuous*, the fine may be levied on a periodic basis, including, but not limited to, a daily fine, beginning on the date of the Violation Notice sent for the Repeat Violation. If the violation is not ongoing but *is instead sporadic or periodic*, the fine may be levied on a per-occurrence basis.

(i) Collection of Fines. According to Section 82.117 of the Act, the Association is entitled to collect fines and charges for property damage from Owners even when notices and opportunities to be heard have not been given; provided, however, collection under such circumstances is subject to challenge. The Association shall endeavor in good faith to comply with the notice procedures outlined in Section 82.102 of the Act and this Article II. The Association shall not be entitled to foreclose its Assessment lien on a Unit established according to Article VI of the Declaration where outstanding amounts consist solely of fines; however, such amounts will remain the liability of the Owner and will be documented for the Unit, will be disclosed in any resale certificate distributed for the Unit, and must be paid before or upon the conveyance of the Unit to another Owner.

(j) Effective Date. The Fine Policy in this Section 2.2 shall be effective upon recordation of these Regulations in the Official Public Records of Dallas County, Texas.

(k) Amendment of Policy. The Board of Directors may amend the Fine Policy contained in this Section 2.2 from time to time and at any time per Section 1.16(d) of these Regulations.

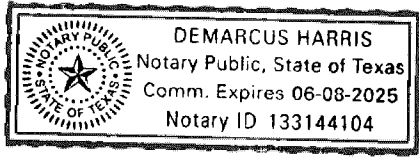
These Regulations were duly established and adopted by the Board of Directors by a unanimous vote taken at a duly called meeting of the Board of Directors held on September 28, 2021, the minutes of which meeting and evidence of such vote shall be kept in the Association records.

SIGNED this 29 day of September, 2021.

**THE RENAISSANCE ON TURTLE CREEK
CONDOMINIUM ASSOCIATION, INC.,**
a Texas nonprofit corporation

By: *Keith Head*
Name: Keith Head
Title: President

SUBSCRIBED AND SWORN BEFORE ME by Keith Head, President of the Renaissance on Turtle Creek Condominium Association, Inc., a Texas non-profit corporation, for and on behalf of said corporation on this 29 day of September, 2021.



Demarcus Harris
Notary Public in and for the State of Texas

My commission expires: _____

**Dallas County
John F. Warren
Dallas County Clerk**

Instrument Number: 202100292136

eRecording - Real Property

Recorded On: September 29, 2021 03:40 PM

Number of Pages: 51

" Examined and Charged as Follows: "

Total Recording: \$222.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

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.

File Information:

Document Number: 202100292136
Receipt Number: 20210929001230
Recorded Date/Time: September 29, 2021 03:40 PM
User: Joshua C
Station: CC31

Record and Return To:

Simplifile



**STATE OF TEXAS
COUNTY OF DALLAS**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Dallas County, Texas.

John F. Warren
Dallas County Clerk
Dallas County, TX