

MARAVILLA            CONDOMINIUM  
RULES AND REGULATIONS

The following Rules and Regulations, adopted by the Board of Directors on this 21st day of August, 2009, and updated on this 25th day of April 2014 shall become effective upon publishing to the membership by posting to the HOA's website at [www.maravillagalveston.com](http://www.maravillagalveston.com); by mailing same to the membership, and no later than thirty (30) days from today's date or May 01, 2014. Regardless of the occupancy of a unit by owner or renter, the owner of record of each unit is responsible for the occupants of each and every unit abiding by such rules and regulations. The HOA, Board of Directors, or managing agent, if any, may require a renter to leave the premises for failure to comply with the rules as established and in force and effect at the time of the offense, without penalty by the renter, unit owner, rental agency, or anyone else associated with the relationship between owner and renter. The board of directors shall appoint a committee to review the Rules and Regulations, and any recommended changes shall be approved by the Board of Directors in a scheduled and appropriately noticed meeting. Any changes approved by the Board shall become effective upon notification to all owners of record. Any owner of record wishing to suggest a modification to these Rules and Regulations shall notify the Board of Directors, or managing agent, if any, in writing, of the proposed modification and such request shall be placed on the agenda of the next scheduled meeting of the board of Directors for consideration. The requesting party should be available, in person or by phone, to discuss such requested modification at that time.

1.    INDEMNIFICATION FOR ACTIONS OF OTHERS
  - a.    Unit owners will hold the association, the executive board, and other occupants harmless for the actions of themselves, their children, renters, guests, pets, servants, employees, agents, invitees or licensees.
2.    EMPLOYEES OF ASSOCIATION
  - a.    The front office staff will maintain a telephone listing for unit owners. It is the responsibility of each unit owner to provide the appropriate contact information to the staff. This information may be provided by stopping into the office, by telephone (409/744-2244) or by fax (409-877-1348). This information is for staff use only and will not be shared with any other owner, or with any other organization with the exception of the managing agent employed by the HOA, if any.
  - b.    No unit owner will send any employee of the association off-property on any private business of the unit owner.
  - c.    No employee of the association will be used for the individual benefit of any unit owner, while employed by the association, unless pursuant to the provision of special services for a fee to be paid to the association, as previously agreed to, in writing, by the Executive Board. This shall include but not be limited to watering plants, walking or feeding pets, accepting

deliveries to units, allowing entry to units by repairmen or other vendors, arranging for any services at a privately-owned unit, providing any service to a unit owner such as cleaning, etc.

- d. Staff of the Association is not permitted to allow entry into individually owned units to contractors, vendors, visitors, guests, family members, or any other individual without written approval from owner. Unless deemed an emergency situation.
- e. Staff of the Association is not permitted to dispense keys to individually owned units to any contractor, vendor, visitor, guest, family member or any other individual without advanced, written, dated and signed approval of the unit-owner, such instruction to detail the name and date of allowed dispensation. It is the responsibility of the individual receiving the key to return the key and no staff member shall accompany them to a unit, nor seek to retrieve the key. Neither staff members nor the association will be held liable for any key not returned so long as it was dispensed with the above-referenced authorization of the unit owner.
- f. Unit owners are responsible for retrieving their mail, packages or deliveries from the office during posted hours.
- g. Only the individual to whom mail, package or delivery is addressed may retrieve the item(s).
- h. No mail, packages or deliveries received in the office will be delivered by any HOA staff member to a unit.

### 3. INSURANCE

- a. Nothing may be done by an owner, renter, guest, pet, servant, employee, agent, invitee or licensee or kept that may increase the rate of insurance of any of the buildings, or the contents thereof, without the prior written consent of the executive board.
- b. No unit owner will permit anything to be done or kept in the common interest community which may result in cancellation of insurance coverage of any buildings, or the contents thereof, or which would be in violation of any law.
- c. Unit owners and occupants will comply with the rules and regulations of the local fire rating association and with the rules and regulations contained in any fire and liability insurance policy on the property.
- d. In the event of damage by fire or accident affecting the common interest community, persons injured by or responsible for the damage and any person having knowledge of the damages must promptly report the fire or accident to the manager or executive board member of the common interest community.

4. GENERAL ADMINISTRATIVE RULES
  - a. Any consent or approval required by these rules must be obtained in writing prior to undertaking the action to which it refers.
  - b. Any formal complaint regarding the management of the property or regarding actions of other residents will be made in writing to the executive board or the appropriate committee appointed by the executive board.
5. CONFLICTING PROVISIONS
  - a. In the event that any rule herein, or provision of a rule herein, conflicts with any provisions of laws of the State of Texas, such conflicting Rule shall be null and void but all other provisions of these Rules shall remain in full force and effect.
  - b. In case of any conflict between the Articles of Incorporation of the Association, if any, and these Rules, the Articles of Incorporation shall control.
  - c. In case of any conflict between the written and adopted Bylaws of the Association, if any, and these Rules, the Bylaws shall control.
6. NOTICE
  - a. Any requirements in these rules for notice shall require that notice be given to the Board of Directors, Maravilla Owners Association, Inc., in care of then managing agent. At the time of the preparation of these Rules, the managing agent is Maravilla Owners Association, Inc, and written notice may be given by mail to Maravilla Owners' Association, Inc., 9520 Seawall Boulevard, Galveston, TX 77554, or by fax to 409/8771348. It is the responsibility of the Owner giving notice to ensure that notice is received prior to commencing any activity which requires notice be given.
  - b. Owners shall be considered notified of changes to the Rules and Regulations by posting same to the HOA website at [www.maravillagalveston.com](http://www.maravillagalveston.com).
  - c. Any requirement in these Rules for written notice to a specific owner of record shall be directed to that owner at the address which has been provided to the Executive Board or the managing agent hired by the Executive Board. If no such address has been provided, notice shall be deemed served if mailed to the address of the unit as follows: Name of Owner, Unit Number, 9520 Seawall Boulevard, Galveston, TX 77554.
7. OCCUPANCY OF UNITS
  - a. Occupancy of any 1-bedroom unit by more than 6 persons is not permitted by the Association at any time. b. Occupancy of any 2-bedroom unit by more than 8 persons is not permitted by the Association at any time.

8. Occupancy: One bedroom units may be occupied by no more than six (6) people. Two bedroom units may be occupied by not more than eight (8) people. Three bedroom units may be occupied by not more than ten (10) people. Owners may set lower occupancy limits for their own units. This is the maximum occupancy per unit at the property. Guests may not invite guests or host parties at the property without prior written consent by the board of directors. Wrist bands are issued upon check-in by the Association staff. Only the maximum occupancy number of wristbands will be issued and anyone on property without a wristband will be asked to leave the property without financial responsibility on the part of the Association.

A Minimum of 2 nights stay is required to lease your Vacation Rental. One (1) night rentals are strictly prohibited.

9. USE OF UNITS AFFECTING COMMON ELEMENTS

- a. All condominiums of the Maravilla are limited in occupancy by single families.
- b. A single family shall be defined for purposes of this document as a group of individuals living together as single, noncommercial, nonprofit household, cooking and eating together with a common kitchen and dining area. Nothing shall prohibit the unsupervised ownership, occupancy, or other accommodation of persons by virtue of their mental retardation, handicap, or familial status as defined by the Federal Fair Housing Act.
- c. It is the responsibility of the owner of each unit to ensure compliance with all rules, regulations, declarations and bylaws of the Association. Any disciplinary action or fine associated with a unit is the responsibility of the owner and the Association shall not be required to notify any renter or party other than the owner of record regarding such infraction, fine or penalty.
- d. Unit owners will hold the association, the Executive Board, the managing agent hired by the Executive Board, if any, and other occupants harmless for the actions of themselves, their children, renters, guests, pets, servants, employees, agents, invitees or licensees.

10. LOSS OF USE OF COMMON ELEMENTS FOR NON-PAYMENT OF HOA FEES AND SPECIAL ASSESSMENTS & ASSESSED LATE FEES:

- a. HOA monthly fee are due on the 1st of each month, late fees will be added on the 5th of each month. \$30.00 Late fee will be assessed to each account that does not have a zero (0) balance each month.
- b. Common element utilities including (but not necessarily limited to) water and cable service are funded through the collection of HOA fees.
- c. The HOA and/or its assigned management company, if any, may have such common element utilities disconnected to any unit which has HOA fees or special assessment delinquencies for a period greater than ninety (90) days.
- d. Once a units' fees are determined to be 90 days delinquent, common element utilities will not be reinstated until such time as the balance due and owing

including all late fees and penalties and reconnection fees as outlined herein are paid in full.

- e. After a unit has been delinquent once for 90 days or longer, the units' common elements may be disconnected upon a 60-day delinquency. At such time, if that units' fees are determined to be 60 days delinquent, common element utilities will not be reinstated until such time as the balance due and owing including all late fees and penalties and reconnection fees as outlined herein are paid in full.
- f. No notice, other than proof of submission of the rules and regulations, as adopted by the HOA, shall be required prior to the disconnection of such common element utilities.
- g. The common element utilities may not be reconnected until such time as all delinquent HOA fees, special assessment, late fee penalties, and a reconnection charge of not less than \$150.00 per common element utility is paid to the HOA.
- h. The HOA may require that such payment be in the form of credit card, certified check, or travelers check, or to ensure sufficient time for a personal check to clear through the banking system prior to instituting the reconnection.
- i. The HOA shall not be responsible for any damages incurred by a unit owner as a result of having the common element utilities disconnected to the unit or lost revenue which may result from such common element disconnection.
- j. No reconnections will be scheduled for weekends or holidays unless prior arrangements are made, in writing, with the HOA board or the assigned management company, if any, and any additional charges related to the reconnection are paid, in cash, directly to the HOA and/or managing agent, if any.

11. OCCUPANCY OF GARAGE/MOTOR VEHICLES

- a. Use of the garage is to be by owners and their guests or renters only, and is only for storage of operational, appropriately licensed vehicles used for human transport.
- b. Parking at the Maravilla is on a first-come, first-served basis. With the exception of parking stalls identified as handicapped, there are no reserved parking spaces. Single spaced parking are for Owners & Guests that have one (1) Registered Vehicle and Tandem (2) Parking Spaces are for Owners & Guests that have Two (2) Registered Vehicles that are on-site. The presence of a parking permit, permanent or temporary, does not guarantee that a space will be available.
- c. All vehicles shall be identified by either an owner parking hang-tag displayed from the rear-view mirror, or a temporary parking permit clearly showing the expiration date of that temporary permit, the unit number

occupied by the owner/operator of the vehicle, and the renter of the unit (individual or rental agency).

- d. If a unit owner rents their unit — it is their responsibility of that unit owner to ensure that their renters have a temporary parking permit issued. Renters are entitled to one (1) temporary parking permit per unit.
- e. There shall be a charge of \$20.00 per temporary (30 day limit) parking permit issued, payable to the Maravilla Owners Association. 6-Month Laminated Paper Parking Pass for Guests registered up to 6 months. Guests/Residents registering for 6 month to 1 Year will have a Green Plastic Parking Pass at a fee of \$20.00 per month for the duration of their lease. NO CASH is accepted payment must be in the form of Check, Credit Card or Debit Card at the time of registering and/or moving in long-term.
- f. It is the unit owner's responsibility to ensure that their tenants/guests have their vehicles appropriately identified and neither HOA nor its managing agent, if any, shall be responsible for any vehicle which is not appropriately identified.
- g. Two (2) owner's hang-tags will be issued to each unit owner. Replacement hang-tags will be available for sale at the rate of \$25.00/each.
- h. Owner parking hang-tags are for use of unit owners only, and all renters shall obtain temporary parking permits to be hung from rearview mirrors of their vehicles as described herein.
- i. Any unit with delinquent HOA fees will not be entitled to receive any owners parking hang-tags, or to have any issued on their behalf by any rental agency, until such time as all fees and assessments are current.
- j. Owners agree that if their fees are delinquent they will return/relinquish any parking permits / hang tags already in their possession.
- k. All vehicles not identified by the appropriate method described herein will be considered trespassers and subject to being towed at the expense of the vehicle owner.
- l. Storage of boats or watercraft of any type, trailers not otherwise described herein, campers, recreational vehicles or animal transporters or storage units is not permitted.
- m. Unit owners may have on premises, while the owner is on-property, one (1) trailer used for the purpose of transporting another vehicle, and the vehicle(s) being transported may be upon/inside that trailer. This trailer must be identified by an owner's parking hang-tag displayed, and must be parked at the rear of the property behind Building G (4 Story Bldg in the Rear) of the property.
- n. Recreational vehicles, trailers, and/or tents may not be used on the property for habitation or storage.

- o. Except for temporary repairs not involving immobility in excess of ten (10) hours, vehicles will not be disassembled, repaired, rebuilt, painted or constructed on the premises.
- p. The garage and/or parking areas may not be used to change oil, or to wash any vehicle.
- q. Portable storage units (PODS and similar type storage units) are not permitted to be placed in the garage or any common area for more than 24 hours and only if Owners/Resident is in the process of moving in or out.
- r. The Board of Directors and/or the managing agent hired by the Board of Directors reserves the right to have any vehicle not in compliance with the rules of occupancy, or with enforcement of parking permits towed, at the expense of the owner of the vehicle.
- s. Should the Board of Directors and/or the Maravilla HOA employ a towing service, said towing service may install a sign or signs indicating the restrictions, as well as the contact name, location and telephone number to which the vehicles are towed so that owners may retrieve their vehicles.
- t. Any vehicle parked in a marked handicapped space without being appropriately designated by a visible placard or license plate, may be towed at the expense of the owner of the vehicle.
- u. Any vehicle parked improperly in a "no-parking" area, on the pavement, blocking access, in a fire lane or otherwise not appropriately parked may be towed at the owner's expense.
- v. Any vehicle left in the garage area is done at the risk of the owner, and the Board of directors does not hold any responsibility for the safety of the vehicle or the contents of any such vehicle.
- w. All persons will comply with state laws and Department of Motor Vehicle regulations on the association roads, drives and property.

12. COMMERCIAL USE

- a. Except as otherwise permitted in these rules, industries, businesses, trade or commercial activities may not be conducted on the premises.
- b. Home professional pursuits without employees, public visits, nonresidential storage, and nonresidential levels of mail, trash or deliveries shall be permitted.

13. PROPER USE

- a. Common elements will be used only for purposes for which they were designed.
- b. No person will undertake activities, which permanently destroy damage or alter the physical improvements on the premises, or interfere with their proper use by others, or commit any vandalism, boisterous or improper

behavior on the common elements, which interferes with or limits the enjoyment of the common elements by all others who are entitled to the use.

- c. No appurtenant alterations, additions, or improvements may be made to the common elements without prior written consent of the Executive Board or such committee established by the Executive Board pursuant to the declarations.

14. ARCHITECTURAL CONTROL COMMITTEE

- a. The board shall appoint, as a standing committee, an Architectural Control Committee (ACC) which shall be comprised of not less than three (3) persons appointed in writing, by the Board, or at the Board's discretion, the Board may constitute itself as the ACC, by failing to appoint in writing the members of the committee.
- b. No member of the committee shall be entitled to compensation for services performed, but the committee may employ independent, professional advisors for plan review and may allow reasonable compensation to such advisors, not to exceed approval of the Board.
- c. The committee shall have full power to regulate all exterior changes to a Unit, including landscaping and drainage, in a manner hereinafter provided, in writing, and as a separate document.
- d. approved by the committee. The committee shall have full authority to regulate, in accordance with the terms and provisions of all governing documents of the Association, the use and appearance of the exterior of the Units to assure harmony of external design and location in relation to surrounding buildings and topography and to protect and conserve the value and desirability of the complex as a residential community.
- e. The power to regulate shall include the power to prohibit those exterior uses or activities deemed inconsistent with the provisions of the governing documents of the Association, or contrary to the best interests of the Association in maintaining the value and desirability of the complex as a residential community, or both.
- f. The ACC shall have authority to adopt, promulgate, rescind, amend and revise rules and regulations in connection with the foregoing; provided, however, such rules and regulations shall be consistent with the provisions of all governing documents of the Association; and if the Board has not constituted itself as the ACC, such rules and regulations shall be approved by the Board prior to the same taking effect.
- g. The Board shall enforce violations of the ACC rules and regulations, unless such enforcement authority is delegated to the ACC by resolution of the Board.
- h. Without limitation of the foregoing, no changes, alterations, additions, reconstruction or attachments of any nature whatsoever shall be made to

any Unit (except as to the interior of a Unit), except such as are installed, improved or made by the Association, until the plans and specifications showing the nature, kind, shape, height and materials are submitted and approved by the ACC in writing.

- i. All applications to the ACC for approval of any of the foregoing shall be accompanied by plans and specifications or such other drawings or documentation as the ACC may require. In the event the ACC fails to approve or disapprove an application within thirty (30) days after the same has been submitted to it, the ACC's approval shall be deemed to have been given.
- j. If no application has been made to the ACC, a lawsuit to enjoin or remove any structure, activity, use, change, alteration or addition in violation of the prohibitions contained in this Section may be instituted at any time, and the Association or any Owner may resort immediately to any other lawful remedy for such violation.
- k. As is set forth herein, the ACC may, from time to time, adopt, promulgate, rescind, amend and revise its rules and regulations governing procedure in all matters within its jurisdiction.
- l. In the event the Board does not constitute itself the ACC, then the Board, in its discretion, may provide, by resolution, for appeal of decisions of the ACC to the Board, subject to such limitations and procedures as the Board deems advisable.
- m. The Board or the ACC may appoint one or more persons to make preliminary review of all applications to the ACC and report such applications to the ACC with such person's recommendations for ACC action thereon.
- n. Such preliminary review shall be subject to such regulations and limitations as the Board or ACC deems advisable.
- o. No approval shall be given by the Board or ACC pursuant to the provisions of these Rules, unless the Board or ACC, as the case may be, determines that such approval shall:
  - i. Assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Development, and
  - ii. Shall protect and conserve the value and desirability of the Complex as a residential community, and
  - iii. Shall be consistent with the provisions of all governing documents of the Association, and
  - iv. Shall be in the best interests of the Association in maintaining the value and desirability of the Complex as a residential community.
- p. Any and all actions of the ACC as to common areas owned by the Association must have the written approval of the Board, unless such approval is waived, in writing, by all members of the Board.

- q. Association Board and ACC cannot and shall not be held responsible for any loss or damages to any person arising out of the approval or disapproval of plans, designs or construction errors. Nor shall the Association, Board, or ACC, or any of the respective members of such groups, be held responsible for loss or damage to any person arising out of non-compliance with any zoning law, ordinance or land use or building regulation or any provision of any document governing the Association.

15. BALCONIES

- a. Balconies may not be used for the purpose of drying clothing or linens (sheets, towels, swimwear, articles of clothing may not be hung from the balcony of any unit.
- b. No sign, awning, canopy, shutter, or satellite dish will be affixed to or placed upon exterior walls, doors, roof, balcony, or any part thereof or exposed on or at any window.
- c. No electrical machinery, devices or apparatus of any sort shall be used or maintained in any unit which causes interference with the normal television, radio, or computer reception of any other units.
- d. No radio, stereo, broadcast or loudspeaker units of any kind shall be placed upon or outside or be directed to the outside of any unit without the prior written approval of the executive board.
- e. Unit owners are responsible for keeping the limited common element balcony clean and swept. Balconies cannot be used for storage of any items, ladders, pails, broom, bikes, etc. Bikes must be stored in the bike racks located in the parking garage area. Bikes cannot be stores in hallways, stairwells or chained to any handrail whatsoever.
- f. There shall be no storage of personal property on the balcony, other than weather resistant outdoor furniture and accessories.
- g. Balconies shall not be enclosed.
- h. The executive board, or a committee established for such purposes, must approve any structural addition or modification to a balcony.
- 1. Propane or charcoal barbecues are not permitted for use on balconies. Electric grills are allowed.
- j. There shall be no use of fire pits, chimeneas, or other structures for fire on a balcony.
- k. The use of fireworks on or from a balcony is prohibited.
- 1. Balcony furniture shall be removed in periods of high winds by the unit's owner. The HOA nor its staff will undertake to remove belongings from a unit's balcony.

16. ELECTRICAL DEVICES OR FIXTURES

- a. No electrical device creating electrical overloading of standard circuits may be used without permission from the executive board and all necessary adjustments of circuits, upon board approval, is required to be by a qualified, licensed electrician at the expense of the requesting unit owner.
- b. Misuse or abuse of appliances or fixtures within a unit which affects other units or the common elements is prohibited; and any damage resulting from such misuse will be the responsibility of the unit owner in whose unit it is found to have been caused.
- c. Total electrical usage in any unit will not exceed the capacity of the circuits as labeled on the circuit breaker boxes.
- d. No electrical cords shall be run from any unit to power or charge a car, boat, trailer, camper, motorcycle, recreational vehicle or any other such vehicle or item.

17. ACCESS BY EXECUTIVE BOARD AND SECURED SPACE

- a. The executive board and the managing agent hired by the executive board, if any, or the agent of either such entity, may retain a passkey to all premises for use in emergency situations only.
- b. No unit owner will alter or change any lock or install a new lock on any door of any premises without immediately providing the executive board and/or the managing agent hired by the executive board, if any, with a key to such new locking device.
- c. At the unit owner's option, he or she may provide a key enclosed in a sealed envelope with instructions that it only be used in emergencies with a report as to each use and the reason provided to the unit owner, in writing.
- d. Each unit may have locked closets, safes or vaults not exceeding fifty (50) cubic feet in secured storage capacity, inside of the unit, without being required to provide a key to said storage to the executive board and/or the managing agent, if any, hired by the executive board. Owners may not keep, in this area or any other, articles which are otherwise precluded by law, declaration, or by these rules and regulations.
- e. At the unit owner's option and expense, he or she may permanently or temporarily affix to the exterior of the door frame or the door handle to their unit only, a lock box containing a key to their unit, as an alternative to providing a key to the unit itself. That owner agrees to provide the staff, managing agent, if any, or other designated representative with the code to access the key. Lockboxes by a Licensed Realtor may be affixed by chain or other device to a post, railing, etc. which is approved prior to installation by the HOA. Lockboxes must be removed within 10 days from the date of closing the sale of the unit. The HOA will not be responsible for any losses of an owner resulting from the failure to comply with this or any other rule or regulation of the Association.

18. SIGNAGE

- a. No sign, notice, or advertising of any type shall be posted within the confines of the complex (to include unit windows) without the prior, written consent of the board. For Sale, Lease or rent notices may be displayed on the community bulletin board if the following guidelines are followed:
  - i. All notices posted on the owner's bulletin board shall be of a noncommercial nature.
  - ii. All notices shall be 5" x 7" in size or smaller, and neat in appearance.
  - iii. All notices shall be dated and have a display limit of seven (7) consecutive days.
  - iv. Only official association notices shall be exempt from the size requirement.
- b. Except as otherwise established in these rules, or other documents which govern the association, privately installed signs are prohibited except as follows:
  - i. Name and house number signs not exceeding one square foot in area and conforming to generally accepted sign standards and locations established by the executive board.
  - ii. Signs maintained by the association, through its elected board of directors, as part of the course of doing business.

c. OPEN HOUSE

- i. Units which are being marketed for sale may hold open houses during the first and third full weekends of each month.
- ii. Open houses may take place between the hours of 1:00 p.m. and 5:00 p.m. on Saturdays and Sundays of the first and third weekend of the month.
- iii. Open House signs may be displayed at the front of the property.
- iv. Directional signage may be posted within the confines of the property between 1:00 p.m. and 5:00 p.m. on Saturday and/or Sunday of the first and third weekend of the month.
- v. The unit owner and/or real estate professional hosting the open house must remove all signage at the end of each day of an open house.
- vi. Every unit "open" must be attended, at all times while open, by the owner, realtor, or other representative of the owner. No unit may be left open without an adult present at all times.

19. ACTIONS OF OWNERS AND OCCUPANTS

- a. No obnoxious, offensive, dangerous, illegal, or unsafe activity will be carried on in any unit, the common elements, or the limited common

elements, nor will anything be done therein either willfully or negligently, which may be or become an unreasonable annoyance to the other unit owners or occupants. No unit owner or occupant will make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of other unit owners or occupants. No unit or occupant will play, or allowed to be played, any musical instrument or operate or allow to be operated any electronic entertainment device at such high volume or in such other manner that it will cause unreasonable disturbances to other unit owners or occupants. If such sound can be heard and/or understood by persons of normal sensitivity within other units with doors and windows closed and air handling systems on, it will be considered too loud.

- b. No immoral, improper, offensive, or unlawful use may be made of the common interest community. Unit owners will comply with and conform to all applicable laws and regulations of the United States of America, the State of Texas, Galveston County and the City of Galveston ordinances, rules, laws and regulations.
- c. Unit owners will save the association and all other unit owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or compliance therewith.
- d. Any owner or occupant who has a complaint regarding this section shall, at their own discretion, contact the office staff, the managing agent, or local law enforcement and the owner of the unit found to be in violation of this section, if any, shall be responsible for any and all charges associated with the contact required.

## 20. PETS

- a. Domestic breeds of birds, dogs, cats and fish, unless otherwise excluded herein, may be kept for pleasure and use of the occupants.
- b. All pets must be in compliance with local ordinances regarding inoculations, licensing and leashing.
- c. Animals (specific animals or breeds so identified) that have demonstrated vicious or aggressive behavior must be covered by a pet liability policy or removed from the premises.
- d. No animal of any kind that has venomous or poisonous defense or capture mechanisms will be allowed on the premises.
- e. Pets may not be kept, bred, or maintained for any commercial purposes.
- f. Any pet causing or creating an unreasonable disturbance or noise will be permanently removed from the property upon three (3) days' written notice by the executive board or the managing agent, if any, hired by the executive board.

- g. In no event will any animal be left unattended whether tethered or not, in any portion of the common elements.
- h. The grassy area on the east side of the complex between the parking area and the gravel access road between Maravilla and the former Jungle Surf shall be designated as a "pet walking/potty" area.
- i. Owners or their designees who have responsibility for their pets, will pick up and remove to appropriate receptacles any droppings left on the common elements.
- j. Owners will compensate any person hurt or bitten by their pet whether while in their immediate care or the care of a designee, and will hold the association harmless from any claim resulting from any action of their pet (or renter's pet) whatsoever.
- k. No animal of any kind or nature shall be inside of the fencing to any of the pools/aquatic facilities, the office, or the exercise room at any time.

21. DECORATIVE DISPLAYS AT UNITS

- a. Unit owners will not cause or permit anything other than curtains and conventional draperies or blinds to be visible from the exterior of the property.
- b. The United States of America national flag, not exceeding ten (10) square feet in area, on a pole, securely fastened to the building, may be displayed.
- c. Reasonable holiday decorations may be displayed on exterior of units, in windows or on balconies.
- d. Decorations may not remain illuminated after 12:01 a.m.
- e. Decorations may not interfere with the balcony or structure of any other unit owner without their advance approval.
- f. Decorations relevant to a particular holiday must be removed not more than fifteen (15) days following the recognized observance of the holiday.

22. GARBAGE/RUBBISH/TRASH

- a. Trash may not be stored inside or outside of any unit in such a manner as to permit the spread or encouragement of fire or vermin.
- b. No garbage cans or trash barrels will be placed outside the units except as designated pickup areas by the board of directors.
- c. Accumulating rubbish, debris, or unsightly materials in common elements is not permitted, except in designated trash storage containers.
- d. Rugs, mops or other cleaning items may not be hung from or on any of the windows, doors, balconies, patios or terraces.
- e. Trash receptacles placed in laundry rooms are to be used only for purposes associated with laundry rooms (empty soap containers, dryer lint, etc.) and not as collection sites for unit garbage.

- f. Trash receptacles placed near mailboxes and/or newspaper dispensing machines are to be used only for purposes associated with those facilities, and not as collection sites for unit garbage.
- g. It is the responsibility of each unit owner to transport, or cause to be transported, all trash, garbage and rubbish from their unit to the designated dumpster areas on the lower, east level of the parking lot, or the rear of the facility.
- h. Use of properly sealed plastic trash bags and/or securely folded down paper bags are encouraged to eliminate litter around dumpsters and to discourage rodents from dumpster areas.
- i. Garbage is to consist of normal, residential refuse and should not include bulky or large items such as furniture, carpet, large rugs or mattresses. Violators of this rule will be charged for any cost to the Association to remove the large, discarded items.
- j. Any unit owner, or their occupant, found to be in violation of this rule shall first be warned, and subsequent violations may result in a fine being assessed to the unit owner. Fines for trash removal from unit doors to appropriate location by anyone other than the owner or their tenant/guest shall be \$25.00 per occurrence and invoiced through the management office to the owner of record.

23. CLEANLINESS

- a. Unit owners will keep their units in a good state of preservation and cleanliness and will prevent the accumulation of materials that will constitute a danger or promote the spread of vermin, odors, or conditions constituting a danger or nuisance to the common elements or the other units.

24. PAINTING EXTERIORS

- a. Owners will not paint, stain, or otherwise change the color of any exterior portion of any building without the prior written consent of the Executive Board or such committee then established having jurisdiction over such matters, if any.

25. RIGHTS OF EXECUTIVE BOARD/ASSOCIATION

- a. The executive board, on behalf of the Association, may make such use of any unit that is in the control of the Association, and of the common elements, as it may deem in the best interests of the Association. The executive board may facilitate completion and sale of the common interest community including, but not limited to, maintenance of a sale office, showing the common elements, displaying signs, using vehicles and storing materials.

b. Interference with workmen or buildings under construction is prohibited.

26. GENERAL RECREATION RULES

- a. Open space within the common elements is limited to the use of unit owners, their renters and invited guests.
- b. Open space within the common elements is not open to the public.
- c. All facilities are used at the risk and responsibility of the user and the user shall hold the association and the executive board harmless from damage or claims by virtue of such use.
- d. The water feature on the west side of the property is for decorative purposes only and is not to be used for walking, wading, swimming, sliding, or any other purpose. No person, other than those hired to perform maintenance, should be in this area at any time.
- e. Boisterous, rough or dangerous activities or behavior, or behavior that interferes with the permitted use of facilities by others, is prohibited.
- f. Specific portions of open-space facilities, or recreational facilities, may be reserved or scheduled for various purposes. Reservations and schedules will be developed by the executive board, or its managing agent, if any, and will be published to all unit owners.
- g. Use of the exercise facility requires that the user be at least 18 years of age and able to verify this if requested to do so by an HOA staff member, employee of property management company, if one is employed by the HOA, board member or other designee of the HOA.
- h. Use of the hot tub facilities requires that the user be over the age of twelve (12). Anyone between the ages of twelve (12) and eighteen (18) using the hot tub must be accompanied and closely supervised by a unit owner or renter over the age of eighteen (18) at all times.
- i. Use of any pool facility by anyone under the age of twelve (12) requires that the user of the pool facility be in the presence of and closely supervised by a unit owner or renter over the age of eighteen (18) at all times.
- j. No running, rowdy play or obscene display is permitted in any pool area, or any common area of the complex.
- k. Music may be played at the pool area if not interfering with the enjoyment of others using the facilities.
- l. No one shall enter any pool or hot tub with mechanical oil, grease, paint, etc., on their clothes or person.
- m. Persons with open sores, wounds, or having any contagious or infectious illness are prohibited from using the pool, hot tub, or exercise facility.
- n. No Styrofoam articles are permitted in the pool or hot tub at any time.
- o. Owners will direct and control the activities of themselves, their family members, renters and guests in order to conform to all regulations.

- p. Owners will be responsible for violations or damage caused by themselves, their family members, or guests whether or not they are present.
- q. No skating, rollerblading, or skateboarding is permitted on the grounds of the Maravilla HOA at any time by any owner, renter, guest or tenant.
- r. Unit owners, guests and renters may be summarily ejected from a recreational facility by management personnel, any member of the board of directors, or law enforcement officials in the event of a violation of these regulations and suspended from using the facility until notice and hearing concerning the violation can be carried out.
- s. Offenders may be suspended for additional periods following the hearing.
- t. Recreational facilities will be used only for their designated and intended purposes.
- u. Picnic areas, equipment and surrounding areas will be properly used, and may not be abused, overcrowded, vandalized, or operated in such a way as to prevent or interfere with permitted use by others.
- v. Rules of safety promulgated by nationally recognized organizations regulating play of a game or sport for which a facility is designed will be followed, and where appropriate, customary safety equipment will be worn and used.
- w. Any and all regulations required by the state department of health are included by reference.
- x. Use of recreational facilities requires that at least one member of the party present have in their possession a pool band, designated as either an owner (yellow) or long-term renter (blue) band by color designation of the band. Guest Adult Bands (pink) and Guest Children Bands (orange).
- y. The gazebo area and/or picnic areas are for the use of all owners and their invited guests, renters, etc. and is not to be considered "reserved" without adhering to the rules regarding reservation of common area elements described elsewhere within these regulations- including required deposits, clean-up, etc. (Ref 27 A thru G)
- z. Except by prior arrangement with the executive board or its managing agent, in writing, owners or renters of any one unit may be accompanied by no more than four (4) total guests at one time. All guests must be accompanied by an owner or renter carrying the appropriately colored band.
- aa. Any unit with delinquent HOA fees will not be entitled to receive any pool bands, either owner or renters, or to have any issued on their behalf by any rental agency, until such time as all fees and assessments are current. bb. Owners agree that if their fees are delinquent they will return/relinquish any pool bands already in their possession.

- cc. Swimming pool and hot tub hours are from 10:00 a.m. to 11:00 p.m. Sunday through Thursday and 10:00 a.m. through 11 p.m. Friday and Saturday. Whether or not gates are locked, the pool area must be vacated during all other hours.
- dd. When cleaning crew is on the premises, or when posted by the executive board or its managing agent, if any, the pool is closed.
- ee. Swimsuits are required at all times when in the pool or hot tub facilities. Street clothing, underwear and cut-offs are not permitted to be worn in the pool or hot tub facilities, with the exception of a shirt worn over a swimsuit for sun protection.
- ff. Any child who is not toilet trained is required to wear "swimmers" (diapers specifically designed for swimming facilities) and/or plastic pants underneath a swimsuit. Normal diapers, cloth and/or disposable, are not permitted in the pool.
- gg. All pool users will obey the requirements as to the enforcement of the regulations, maintenance or order and enhancement of safety of the pool supervisor, if any, and the staff.
- hh. All pool users will obey, in addition to these regulations, all posted signs and placards as placed by the executive board and/or the managing agent, if any.

27. USE OF COMMON SPACES

- a. Use of common spaces is subject to prior board approval. If the board approves such use, the following rules and regulations will apply with regard to their use.
- b. Owners/Guests may reserve rooms or portions of the Community Area (if any) for social occasions, private parties, and other uses.
- c. A cash deposit of \$100.00 is required to reserve any common space.
- d. The deposit, less any clean-up or repair charges, will be refunded not more than ten (10) days following the date of use.
- e. Owners/Guests will be responsible for reimbursing any costs over \$100 for repair or cleaning.
- f. Lease tenants must provide a \$100.00 cash deposit and a proxy letter from the unit owner in order to reserve any available common use area. Unit owner shall be responsible for any costs above \$100.00, if any, for clean up and/or repairs.
- g. Persons using the center will be responsible for setting up, clean up, trash removal, and restoring chairs and tables, equipment, and conditions as they were before commencement of the activity.
- h. Such areas will not be used for commercial purposes.
- i. Owners will not use the center for activities open to the general public.

- j. Public, not-for-profit groups using the community center will provide evidence of insurance covering the activity, and will agree to name the association and executive board as an additional insured, and will agree to hold the association and executive board harmless and indemnified for any loss, claim, or damage occurring in connection with its use.
- k. The executive board may establish pricing for the use of any common element of the complex.
- l. Various rooms and facilities will be provided for individual use and enjoyment.
- m. They may be used only for their designated and stated purposes.
- n. Room and facility availability may be limited; schedules will be posted at each room where applicable.
- o. Equipment will be used only for its intended purposes and in accordance with the manufacturer's instructions.
- p. Equipment will be used at the sole risk of each user, who will hold the association and the executive board harmless for any loss or damage due to such use.
- q. Owners using the rooms will not exceed the room capacity posted by the Fire Marshal.
- r. Groups who are disruptive or noisy will be asked to leave, and rooms will not be made available to groups who have been shown to be disruptive or noisy in the past.
- s. If any charge was assessed, no refund will be issued.

28. LAUNDRY

- a. Clothes left in a machine that has completed its cycle may be removed and piled on a nearby flat, clean surface if left unattended.
- b. Clean up crews will remove clothes and personal belongings left overnight.
- c. Machines are to be used for normal household laundry with the capacity limits of the machine.
- d. Rugs, blankets, comforters, sleeping bags, and bulky items that could overload or clog the machine are prohibited.
- e. Lint screens on dryers are to be cleaned after each use when removing your belongings from the dryer.
- f. Flammable chemicals and other cleaning substances not designated for washing machines are not to be used in the machines.
- g. The costs associated with damages caused by any unit owner, their guest, renter, invitee, lessee, or other individual, shall be assessed to that unit owner.

29. STORAGE AREAS

- a. Any storage area assigned or rented to a unit owner will be kept neat and clean.
- b. No dangers, inflammable, noxious, flammable, smelly, or other unpleasant goods, materials, or conditions will be permitted within the storage area.
- c. Interiors of storage areas will be kept neat, and storage will be in such manner to prevent falling, crushing, or damage to the materials stored.
- d. Storage areas will not be enclosed nor will any material block external inspection of the contents.
- e. If locked, a key to any assigned or rented storage area will be provided to the executive board or its managing agent, if any, as described elsewhere herein for emergency purposes.
- f. All persons leaving materials within the bins or otherwise using an assigned storage area will hold the association, the executive board, and any other unit owners harmless and indemnified from any loss, damage or other destruction of such materials or conditions caused by the use of the storage area.
- g. The association, executive board or other unit owners will not be responsible for any injury, loss, damage, or destruction to persons, goods, or materials within any storage area.

30. MODIFICATION OF RULES

- a. The Board of Directors shall appoint a person or committee to review these rules.
- b. An owner wishing to propose a modification to the rules shall do so, in writing, to the board of directors, in care of the managing agent, if any, or to the office manager employed by the association.
- c. The person or committee responsible for review will do so and present proposed revisions to the board for consideration and vote on a quarterly basis.