

**AMENDED AND RESTATED RULES**  
*of*  
**ENDEAVOUR CONDOMINIUM ASSOCIATION, INC.**

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These Rules have been adopted by the Board of Directors of Endeavour Condominium Association, Inc., a Texas nonprofit corporation and condominium association (the "**Association**"), in accordance with the provisions of the Declaration of Condominium for Endeavour Condominium (the "**Declaration**"), and the Bylaws of the Association recorded in the Official Public Records of Real Property of Harris County, Texas.

These Rules apply to the Units and Common Elements of Endeavour Condominium ("**Endeavour**" or the "**Condominium**"). By owning or occupying a Unit in the Condominium, each Owner and Resident agree to abide by these Rules, as well as the obligations of Owners and Residents imposed by the provisions of the Declaration and Bylaws.

For the convenience of Owners and other persons occupying a Unit, whether owner, tenant, guest, patron or other invitee ("**Residents**") of the Condominium, these Rules restate some of the rules and covenants set forth in the Declaration. Most of these Rules, however, are in addition to provisions in the Declaration. Words and phrases defined in the Declaration have the same meanings when used in these Rules. In the event of a conflict between Condominium Documents (as defined herein), the hierarchy of authority (from highest to lowest) is as follows: Declaration, Certificate of Formation, Bylaws, these Rules, and the community policies promulgated by the Board.

**A. COMPLIANCE**

A-1. **COMPLIANCE.** Each Owner must comply with the provisions of these Rules, the Declaration, the Bylaws, and community policies promulgated by the Board of Directors to supplement these Rules, as any of these may be revised from time to time (collectively, the "**Condominium Documents**"). Additionally, each Owner is responsible for assuring compliance with the Condominium Documents by the occupants of his or her Unit, and his or her or their respective family members, invitees, tenants, agents, employees, or contractors. Use of "Owner" in these Rules is deemed to include and apply to the Owner of a Unit in the Condominium and to all persons for whom the Owner is responsible. An Owner should contact the Board of Directors if he or she has a question about these Rules.

A-2. **ADDITIONAL RULES.** Each Owner and Resident must comply with all rules and signs posted from time to time on the Condominium by the Association, including those regulating the use of the amenities, pool area (including hours and type of use), any recreational facilities, and the other Common Elements. Such posted rules are incorporated in these Rules by reference. Each Owner and Resident must comply with notices communicated by the Association, from time to time, in the nature of seasonal or temporary rules, or notice of a change affecting use of the Condominium. Such temporary rules are incorporated in these Rules by reference.

A-3. WAIVER. Certain circumstances may warrant waiver or variance of these Rules. An Owner must make written application to the Board of Directors for such waiver or variance. If the Board of Directors deems the waiver or variance warranted, the Board of Directors may condition its approval, which must be in writing to be effective. Any consent or approval given under these Rules by the Board of Directors is revocable at any time.

A-4. FINES. The Association may levy a fine for a violation of these Rules, not to exceed One Hundred and No/100 Dollars (\$100.00) per occurrence or per day (as the case may be). Fines will be in addition to, not in lieu of, all other remedies available to the Association for non-compliance with the Condominium Documents.

A-5. SUSPENSION OF CERTAIN RIGHTS. The Board of Directors, at its sole discretion, upon written notice to an Owner, may suspend the voting privileges of an Owner or the right of the Owner or a Resident to use certain General Common Elements (e.g. pool, exercise room, meeting room, etc.) if the Owner or Resident violates the Condominium Documents or if the Owner of such Unit is delinquent for more than thirty (30) days in the payment of assessments.

## **B. OBLIGATIONS OF OWNERS, RESIDENTS AND ASSOCIATION**

B-1. SAFETY. Each Owner and Resident is solely responsible for his or her own safety and for the safety, well-being and supervision of his or her guests and any person on the Condominium to whom the Owner or Resident has a duty of care, control, or custody.

B-2. DAMAGE. Each Owner is responsible for any loss or damage to his or her Unit, other Units, the personal property of other Owners and Residents or their guests, and/or to the Common Elements and improvements, if such loss or damage is caused by the acts or omissions of such Owner or by any person for whom the Owner is responsible. Further, each Owner is responsible for any loss or damage to the Condominium or any other Unit not covered by the Association's insurance (or the deductible relative to same) resulting from the failure or malfunction of any part or portion of such Owner's Unit or fixtures within the interior space of the Unit as defined in Article 6.B. (i) of the Declaration (including plumbing, electrical, etc.), irrespective of any negligence. Each Owner must close all exterior windows and doors when necessary to avoid possible damage from storms or the elements. All damage to the Condominium caused by construction or repair activities within an Owner's Unit, or by the moving of any article therefrom or by the carrying of any article thereto, must be paid for by the Owner responsible for such construction or repair activities or the presence of such article. For the convenience of Owners and Residents in the Condominium, a clarification of the responsibilities is listed below, provided that, if any provision in the Rules relating to responsibilities of the Unit and Common Elements conflicts with the Declaration, the Declaration controls.

a. Each Owner is responsible for water leakage arising from within the unit; by way of example and not limitation, the owner is responsible for water leakage from tub and shower valves that protrude into interior or exterior walls. The Association is responsible for water leak arising from outside the boundaries of the Unit.

b. The Association is responsible for maintaining the electric supply up to the main circuit breaker in a Unit's electric panel board.

c. Each Owner is responsible for maintaining the coaxial cable, the cat5 cable and the telephone system wiring from the point at which they enter the Unit.

d. Each Owner is responsible for maintaining the operation of the cooking stove, including the exhaust fan, and fireplace within the Unit. The Association is responsible for maintaining the pipes and regulators providing natural gas to the cooking stove and fireplace up to the point they enter the Unit, including the fireplace flue.

f. Each Owner is responsible for maintaining the exhaust fans located within the bathrooms of their Unit.

g. The Association is responsible for the clothes dryer exhaust system. The Association is also responsible for maintaining the fire alarm and loudspeaker systems throughout the Condominium. The Association is also responsible for maintaining the fire sprinkler system throughout the Condominium, provided that, in the event an Owner paints or otherwise damages the sprinkler head in their Unit, the Owner must replace the damaged sprinkler head.

B-3. ASSOCIATION DOES NOT INSURE. Each Owner and Resident is solely responsible for insuring his or her personal property in the Unit and on the Condominium and/or property not covered by the Association's insurance, including his or her furnishings, vehicle(s), and items kept in storage areas. Personal property placed in or on the Condominium will be solely at the risk of the owner of such personal property. Each Owner and Resident is also solely responsible for his or her liability to third parties for occurrences within the Owner's or Resident's Unit. The Association urges Owners and Residents to purchase property insurance on their personal belongings and liability insurance for occurrences within their Units and incidental damage resulting there from.

B-4. RISK MANAGEMENT. No Owner or Resident may permit anything to be done or kept in his or her Unit or the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the Common Elements, or which may be in violation of any law.

B-5. REIMBURSEMENT FOR ENFORCEMENT. An Owner or Resident must promptly reimburse the Association for any expenses incurred by the Association in enforcing the Condominium Documents against the Owner or Resident, or persons for whom the Owner or Resident is responsible.

B-6. REIMBURSEMENT FOR DAMAGE. An Owner or Resident must promptly reimburse the Association and/or other Owners for the cost or damage to the Condominium or Owner's Unit or other property caused by the acts, omissions, negligence (or willful conduct of the Owner or Resident or the persons for whom the Owner or Resident is responsible); or, unless covered by the Association's insurance (or the deductible related to same), resulting from the failure or malfunction of any part or portion of the Unit or fixture within the interior space of the Unit (including plumbing or electrical), irrespective of negligence. Such Owner must indemnify and hold the Association and/or other affected Owners harmless for any such cost or damage.

## **C. OCCUPANCY STANDARDS AND LEASES**

C-1. REGISTRATION / APPLICATION. Prior to purchasing, occupying or leasing a Unit, the attached Registration/Application Form must be completed by the proposed purchaser, proposed occupant, or proposed leasee and submitted to the Association for approval. The Registration/Application Form includes a confirmation that the potential purchaser, potential occupant, or potential leasee has received, read and agreed to comply with the Condominium Documents. Pursuant to item C-3 below, the Association may prohibit occupancy by a person and/or persons' pet(s) who the Association has reason to believe constitutes a direct threat to the health or safety of other persons, or whose occupancy will, as reasonably determined by the Board, result in substantial physical damage to the property of others. A fee of one hundred dollars (\$100) will be charged to review the Registration/Application Form and to obtain information the Board deems reasonable.

C-2. NUMBERS. A Unit may be occupied by not more than two (2) persons times the number of bedrooms in the Unit, unless higher occupancy is mandated by public agencies that enforce compliance with the familial status protection of the Fair Housing Act.

C-3. DANGER. The Association may prohibit occupancy by a person who the Board reasonably determines to constitute a direct threat to the health or safety of other persons, or whose occupancy will, as reasonably determined by the Board, result in substantial physical damage to the property of others.

C-4. OCCUPANCY DEFINED. Occupancy of a Unit for purposes of these Rules means occupancy of at least thirty (30) consecutive days or sixty (60) non-consecutive days in any twelve (12) month period.

C-5. LEASES. Section 15(C) of the Declaration sets forth restrictions governing the leasing of Units in the Condominium. This Section C-5 provides additional restrictions governing the leasing of Units. However, for the convenience of Owners and Residents in the Condominium, some of the restrictions set forth in the Declaration are restated below.

a. Owners Liable. An Owner must provide to his/her tenant current copies of the Condominium Documents. An Owner is responsible for the actions of the Owner's tenants. The Owner of a Unit will be jointly and severally liable with the tenant of such Unit for any and all violations of the Condominium Documents by the tenant, for any fines levied against the tenant by the Association, for any attorney's fees, costs, court costs, or other amounts incurred by the Association as a result of any violation by the tenant, and for any damages to the Condominium including, without limitation, the Common Elements or Building, caused by such tenant. Provided, however, that an Owner will not be liable or responsible for any criminal acts of the tenant.

b. Statement of Compliance. All leases must include an agreement form signed by the Owner and the tenant indicating both parties' agreement to comply with the Condominium Documents.

c. Scope and Term of Lease. Each lease must be for a term of at least one (1) year. Short-term leases, transient leases, or uses similar to a hotel, motel, or bed and breakfast are prohibited. Units may be leased only in their entirety; no fraction or portion of a Unit may be leased. No subleases are permitted. A lease which expires resulting in a month-to-month tenancy is a short-term lease in violation of the Rules.

d. Renewal. All leases must be renewed at least ninety (90) days prior to expiration. The Association may deny the renewal of a lease if the tenant is in violation of the Condominium Documents at the time of renewal. Leases may not be renewed or carried forward on a month-to-month basis.

e. Written Leases. Each lease must be in writing and must be subject in all respects to the provisions of the Condominium Documents, and all instruments affecting title to the Condominium. Any failure by a tenant to comply with the terms of the Condominium Documents constitutes a default under such lease enforceable by the Association as the third-party beneficiary.

f. Contents of Lease. Each lease agreement must specify the full name of each person who will occupy the Unit pursuant to the lease. Each lease agreement is deemed to include the following provisions, whether or not expressly stated therein:

“Lessee acknowledges that certain promises made to Lessor are made for the benefit of Endeavour Condominium Association, Inc. (the “Association”) relating to Lessee’s compliance with the Declaration of Condominium (“Declaration”), Bylaws of the Association (“Bylaws”), and Rules and Regulations of the Association (“Rules”). In order to enforce the provisions of this Agreement made for the Association’s benefit, Lessee agrees and acknowledges, and Lessor authorizes that, in the event of Lessee’s breach or violation of any of the provisions of the Declaration, Bylaws, or Rules, as they may be amended from time to time, such breach will constitute a breach or violation of the Lease and the Lessee will be in default thereunder, and the Association is authorized, without joinder or authorization from the owner of the Unit, to take any and all action against the Lessee available at law or equity, including, but not limited to all remedies available to a landlord upon breach or default of a lease agreement by the lessee including the eviction of the Lessee by forcible entry and detainer action brought by the Association. Failure by the Association to enforce any of its rights will in no event be deemed a waiver of the right to do so thereafter.”

“Lessee must comply strictly with all provisions of the Declaration, Bylaws, and Rules as any of the foregoing may be lawfully amended from time to time. Lessee must control the conduct of his or her family and guests and, in the case of a Commercial Unit, his, her, or its employees, vendors, contractors, patrons and invitees in order to assure compliance with the foregoing and must indemnify and hold Lessor and the Association harmless for any such person’s failure to comply. Lessee acknowledges that the violation by Lessee or any of the parties above described for whose conduct Lessee is responsible to control, of any provision of the Declaration, Bylaws, or Rules will constitute a default under this lease.”

g. Approval of Leases. Each lease, and each renewal of a lease, must be approved by the Board of Directors, or its managing agent, prior to becoming effective.

h. Association Enforcement. The Association has the authority to enforce any violations of the Condominium Documents by appropriate judicial relief, including injunctions and suit for damages. In any such lawsuit, the Association will be entitled to recover reasonable attorney's fees and costs.

i. Eviction of Lessee. In the event the Association proceeds to evict a lessee, any costs, including attorney's fees and court costs, associated with the eviction will be specially assessed against the Unit and the Owner thereof, such being deemed hereby as an expense which benefits the leased Unit and the Owner thereof.

j. Termination. All leases may be terminated by the Association if a tenant violates the Condominium Documents. Upon termination of a lease, the Association has the authority to demand that the tenant vacate the Unit and, upon the tenant's failure or refusal to do so, initiate an action in forcible detainer.

#### **D. GENERAL USE AND MAINTENANCE OF UNIT**

D-1. RESIDENTIAL USE. Each Unit must be used solely for residential use, and may not be used for commercial or business purposes. This restriction does not prohibit an Owner or Resident from using his or her Unit for a limited business purpose, provided that: (i) such use is incidental to the primary use of the Unit as a residence; (ii) such use conforms to all applicable laws and ordinances; and (iii) the business use is unobtrusive, meaning there is no external evidence of such use and such use otherwise complies with the Restrictions on use set forth in the Declaration. In no event may such limited business use unreasonably interfere with the quiet enjoyment of other Owners or Residents of their Unit or involve the sale of goods or merchandise to the public. Consultation with clients or customers at a Unit is not permitted. The use of a Unit for the maintenance of a personal or professional library; for the keeping of personal, business or professional records of accounts; or for the handling of personal business or professional telephone calls or correspondence will not be deemed to be a violation of these provisions.

D-2. ANNOYANCE. No Unit may be used in a manner that: (i) may reasonably constitute a nuisance to other Unit Owners or ordinary sensibilities; (ii) may be calculated to reduce the desirability of the Condominium as a residential community; (iii) may endanger the health or safety of other Owners or Residents; or (iv) may violate any law or any provision of the Condominium Documents. The Board of Directors has the authority to determine whether an activity or condition in a Unit violate the Rules, and its reasonable, good faith determination will be conclusive and binding on all parties.

D-3. MAINTENANCE. Each Owner, at his or her sole cost and expense, must maintain his or her Unit and any Limited Common Elements appurtenant thereto in a clean, safe and sanitary condition. Each Owner must also use due care to avoid damaging any of the Common Elements, including, but not limited to: telephone, water, gas, cable, television, plumbing, power or other utility systems throughout the Condominium; each Owner will be responsible

for his or her negligence or misuse of any of the Common Elements or the failure or malfunction of his or her own facilities resulting in damage to the Common Elements, irrespective of negligence.

D-4. FLOORING. A floor/ceiling assembly, which has been designed to mitigate sound transmission, may not be altered in any manner without the prior written approval of the Board and, if determined necessary by the Board in its sole discretion, certification by a qualified engineer that such alternative floor system has equal or greater sound transmission mitigation properties (as measured by the STC Rating of the alternative floor system). Any wood, tile or other hard surface flooring within a Unit must have such sub-flooring as the Association may require to insure that such wood, tile or other hard surface flooring does not create a nuisance or disturbance to other Owners.

D-5. BALCONY / TERRACE. Each Owner or Resident must keep his or her Balcony, in a good state of cleanliness, taking care that the use and/or cleaning of his or her Balcony or Terrace, does not annoy or inconvenience other Owners or Residents. No plants may be watered on a Balcony or Terrace, such that water overflows onto any other Balcony, or the exterior surface of the Building. No animal may be kept or fed on or from any Balcony or Terrace. Each Owner is responsible and liable for any item which falls or is thrown from such Owner's Balcony or Terrace, by any person for whom the Owner is responsible. A Balcony or Terrace may not be enclosed or used for storage purposes. If the Board of Directors determines that a Balcony or Terrace is not being used or maintained in accordance with the Rules, the Owner will be given notice by the Board of Directors to correct the problem within five (5) days, after which the Board of Directors may take corrective action at the Owner's expense. Painting of the exterior surfaces of Balconies and Terraces will be the responsibility of the Association; accordingly, an Owner or Resident has no right to paint the exterior surface of a Balcony or Terrace. The Association is responsible for maintaining lights located on the Balconies.

D-6. WATER CLOSETS. Water closets and other water apparatus in Units may not be used for any purposes other than those for which they were constructed nor may any sweepings, rubbish, rags, paper, ashes, or any other article be placed in a water closet or other water apparatus. Any damage resulting from misuse or clogging of any water closet or other apparatus must be paid by the Owner of the Unit in which the problem originated. All clothes washers must use a low sudsing detergent.

D-7. AIR CONDITIONING EQUIPMENT. Each Owner, at his or her sole cost and expense, must maintain, repair, and replace the heating and cooling equipment/system serving solely his or her Unit, except that closed loop water piping up to and including the valves adjacent to the individual HVAC Unit's flexible connection hoses is the responsibility of the Association. Each Owner is responsible for maintaining in a clean manner the condensate water collection and drain system up to the point of the building's drain fitting, provided that, the Association is responsible for maintaining in a clean manner the building's main drain so that it may accept and carry away condensate.

D-8. COMBUSTIBLES. No Owner may use or permit to be brought into or stored in the Condominium (including within a Unit) any flammable oils or fluids such as gasoline, kerosene, naphtha, benzene, or other explosives or articles deemed extra hazardous to life, limb,

or property without in each case obtaining the prior written consent of the Board of Directors or the manager hired by the Association.

D-9. BARBECUE GRILLS. Barbecue grills and/or smokers are not permitted on or inside the Condominium or inside individual Units. Provided that, propane and electric barbecue grills are permitted on the Balcony. With the exception of the grills owned by the Association in the area of the outside pool, the Board of Directors must approve the use of all other outdoor cooking grills on the grounds of the Condominium. In the event the Board of Directors approves the use of other grills, they must be in full compliance and accord with the applicable codes and ordinances of any municipality having jurisdiction over the property.

D-10. REPORT MALFUNCTIONS. An Owner or Resident must immediately report to the Board of Directors the discovery of a leak, break, or malfunction of any item, fixture, or component of any portion of his or her Unit, adjacent Units, or the adjacent Limited or General Common Elements for which the Association has a maintenance responsibility. The failure to report promptly a problem may be deemed negligence by the Owner or Resident, who may be liable for any additional damage caused by the delay.

## **E. GENERAL USE AND MAINTENANCE OF COMMON ELEMENTS**

### **E-1. INTENDED USE.**

a. General. Every area and facility in the Condominium may be used only for its intended and obvious use. For example, unless otherwise provided in the Rules, walkways, stairways, sidewalks, and driveways are to be used exclusively for purposes of access, not for social congregation or recreation. The Common Elements may not be used for storage of supplies, personal property, garbage or refuse of any kind (except common garbage receptacles, storage buildings or other similar structures which may from time to time be placed upon the Common Elements at the discretion of the Board), nor may the Common Elements, or Balconies, be used in any way for the drying, shaking, or airing of clothing or other items. No Owner may do any act or place any object in his or her Unit which would create a structural hazard or endanger the structure of the Condominium or adjacent Units, nor may any Owner construct or maintain any object in his or her Unit which exceeds the maximum weight bearing capacity of the Condominium, information related to this may be obtained from the Management Office on request. Glass and other breakable materials with potential for bodily injury are prohibited anywhere on the deck areas surrounding the pool.

b. Sauna. For the safety of persons using the sauna, the Concierge must be notified at the beginning and end of each session. One person in every party using the sauna must be at least eighteen (18) years old.

c. Resistance Pool. No splashing. For the safety of persons using the Resistance Pool, the Concierge must be notified at the beginning and end of each session. Due to safety concerns (i) no one under the age of five (5) years may use this facility, and (ii) children under the age of sixteen (16) may not use this facility without an adult (18 years of age or older) in attendance. The Resistance Pool cannot be reserved.



d. Pool. Due to safety concerns children under the age of sixteen (16) may not use this facility without an adult (18 years of age or older) in attendance. Climbing on the divider between the two pool areas is prohibited. Without the prior approval from the Management Office, no more than four (4) guests per Unit (plus the Owner or Resident of the Unit) are allowed to use the Pool and surrounding area at the same time.

e. Outdoor Hot Tub. Due to safety concerns, (i) no one under the age of five (5) years may use this facility, and (ii) children under the age of sixteen (16) may not use this facility without an adult (18 years of age or older) in attendance. One person in every party using this facility must be at least eighteen (18) years old. Climbing on the divider between the Hot Tub and Main Pool is prohibited. The Hot Tub cannot be reserved.

f. Outdoor Grills. One Outdoor Grill may be reserved on a first come basis with the Concierge no earlier than fourteen (14) days before use, for a period of up to two (2) hours. Only one reservation is permitted in any seven (7) day period if others are waiting. The grill and surrounding area must be cleaned after each use.

g. Great Room. The Great Room's maximum capacity is fifty (50) guests. The Great Room is a Common Element available for the benefit, use, and enjoyment of Owners and Residents and their guests. It may be reserved by Owners and Residents for private social purposes only; and may not be used for hosting commercial, business, political, fund raising, or religious functions of any type. However, the Board of Directors reserves the right to host any functions in any locations that are held for the collective benefit of all Owners and Residents.

Reservations for private social functions are made with the Concierge on a first come basis and no longer than ninety (90) days prior to the reserved date, and for no longer than a twelve (12) hour period. Each reserved private event will require a \$500.00 deposit check at the time the reservation is made. Net deposits are refundable after an inspection of the room by the Association following the function confirms there is no residual loss or damage resulting from the function and the room has been reasonably cleaned to its pre-function condition. In the event the Association needs to have the room cleaned after a private event, a reasonable fee may be charged.

The Owner or Resident hosting the function must sign The Great Room Contract and pay all reasonable and applicable fees before the room reservation is final. The Great Room Contract is available in the Management Office.

h. Cabana Aqua Room. The Cabana Aqua Room is available to be reserved for the benefit, use, and enjoyment of Owners and Residents and their guests. The Cabana Aqua Room may be reserved by Owners and Residents for private social purposes only; and may not be used for hosting commercial functions of any type. However, the Board of Directors reserves the right to host any functions in any locations that are held for the collective benefit of all Owners and Residents.

Reservations for private social functions are made with the Concierge on a first come basis and no longer than ninety (90) days prior to the reserved date, and for no longer than a twelve (12) hour period. Each reserved private event will require a \$500.00 deposit check at the time the reservation is made. Net deposits are refundable after an inspection of the room by the

Association following the function confirms there is no residual loss or damage resulting from the function and the room has been reasonably cleaned to its pre-function condition. In the event the Association needs to have the room cleaned after a private event, a reasonable fee may be charged.

The Owner or Resident hosting the function must sign a contract and pay all reasonable and applicable fees before the room reservation is final. The contract is available in the Management Office.

i. Theater. The Theater is available on a first come basis by reservation with the Concierge. The theater may be reserved no longer than ninety (90) days prior to the reserved date and for no longer than a twelve (12) hour period. The Concierge must start and stop the system with each use. One person in every party using the theater must be eighteen (18) years of age or older.

j. Noise Limitation. In addition to any other posted rules regarding use of the General Common Elements (which are incorporated herein by reference), an Owner's or Resident's use of the General Common Elements is subject to the following noise limitation rule. No use of the General Common Elements may produce noise that is reasonably determined by the Board to be offensive and annoying to other Owners and Residents of ordinary sensibilities. An Owner or Resident who violates this rule will first be verbally notified by a duly authorized Association representative. If the violation continues, the function in question will be ordered to cease by the duly authorized Association representative. Failure to cease the activity will result in the police being contacted by the duly authorized Association representative.

E-2. GROUND. Unless the Board of Directors designates otherwise, Owners and Residents may not use or abuse the landscaped areas, lawns, beds, and plant materials on the Common Elements. The following are expressly prohibited: digging, planting, pruning, climbing, and use by pets for "relieving" themselves without immediate pickup by the pet's attendant.

E-3. ABANDONED ITEMS. No item or object of any type may be stored, placed, or maintained anywhere on the General Common Elements, including window sills, passageways, and driveways, except by the Board of Directors or with the prior written consent of the Board of Directors. Items of personal property found on General Common Elements are deemed abandoned and may be disposed of by the Board of Directors without liability to the Owner of the property.

E-4. STORED ITEMS. If the Association provides storage areas for use by Owners and Residents, each Owner and Resident agrees that the Association will not be responsible for items stored in such area.

## **F. COMMUNITY ETIQUETTE**

F-1. COURTESY. Each Owner or Resident must use his or her Unit and the Common Elements with due regard for the rights and privileges of other Owners and Residents. Smoking is not permitted in any of the General Common Elements. Cigarette butts may not be discarded anywhere on the grounds, including in the garages and all dog walk areas.

F-2. ANNOYANCE. No unlawful, noxious or offensive activity may be conducted or carried on in any Unit, or upon the Common Elements or anywhere else in the Condominium, nor may anything be done therein or thereon which may be or become an annoyance or a nuisance to other Owners or the neighborhood or cause unreasonable noise or disturbance to others, or which interferes in any manner with any Owner's quiet enjoyment of his or her Unit.

F-3. NOISE AND ODORS. Each Owner and Resident must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors, including cooking odors that are likely to disturb Owners and Residents of other Units. The use or the discharge of firearms, firecrackers, or fireworks is expressly prohibited within or from the Condominium.

F-4. RECEPTION INTERFERENCE. Each Owner and Resident must avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception on the Condominium.

F-5. NO PERSONAL SERVICE. The Association's employees and agents are not permitted or authorized to render personal services to Owners or Residents except for reasonable personal goods delivered to or from an Owner's Unit and his or her personal automobile by valet service personnel. It is prohibited to employ the Association staff for any activities without prior written approval of the Board. Each Owner and Resident agrees that the Association is not responsible for any item or article left with or delivered to the Association's employees or agents on behalf of such Owner or Resident.

F-6. COMPLIANCE WITH LAW. Owners or Residents may not use the Condominium for unlawful activities. Owners and Residents must comply with applicable laws and regulations of the United States and of the State of Texas, and with ordinances, rules, and regulations of any municipality having jurisdiction over the property. An Owner or Resident who violates the Rules must hold the Association and other Owners and Residents harmless from all fines, penalties, costs, and prosecutions for the Owner's or Resident's violation or noncompliance.

## **G. ARCHITECTURAL CONTROL**

G-1. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS. No alterations of any portion of the Common Elements or additions or improvements thereon or of any portion of the Unit visible from the exterior of the Unit may be made by an Owner or Resident without the prior written approval of the Board of Directors or the Association. Further, no alteration within a Unit that includes electrical or plumbing modifications and/or wall changes may be performed without first submitting plans to the Board of Directors of the Association and receiving the Board's written approval. No Owner may make any structural modification or substantial improvement to or alteration of his or her Unit or the Common Elements, including any alteration or modification involving plumbing, electricity, fire, protection and security systems, heating, ventilating, air conditioning systems or any mechanical or structural systems, except in a manner authorized in writing by the Board or the Association. At no time will construction of a permanent nature covering an exterior window or a portion of a window be allowed. Unit owners will be responsible for any and all glass breakage. To the extent deemed necessary by the Board, all payment and performance bonds required by the Association, names of all

contractors, subcontractors, and other parties which will be involved therewith; plans, specifications, mechanical and engineering drawings, and renderings for any proposed structural modification or substantial alteration, improvement to or modification of a Unit must be submitted, not less than thirty (30) days prior to the date of commencement of such work, by such Owner to the Board for review and approval. The Board may impose such specifications and requirements as it may reasonably deem necessary in connection therewith, including, without limitation, the right to require (but having no duty to so require) that the Owner provide assurances that the alterations, additions, improvements, and modifications comply with all applicable governmental requirements. Further, the Board has the right to approve or disapprove any such alterations, additions, modifications, or improvements, or the contractors, subcontractors or other personnel performing same, so that, among other reasons, the quality, integrity and safety of the Condominium is preserved and in order to ensure that the alterations, additions, improvements and modifications are (i) consistent and compatible with the existing Building, and (ii) do not involve a violation of the Condominium Documents. Upon reasonable notice and reasonable time(s), if requested by the Board of Directors, an Owner must allow the Board or its agents the right to inspect all work in progress. Provided, however, that if the Board or its agents perform any such inspections, same will not be construed as a representation or warranty as to the quality or scope of the work for any particular purpose. In the event any Owner constructs or causes to be constructed any alteration, addition, improvement or other modification to his or her Unit which encroaches on any Common Element or any other Unit, the Board may require such Owner, at his or her sole cost and expense, to remove such encroachment and to restore and repair any damage caused by same or attributable thereto. No approval by the Board of any such alterations, additions, modifications or improvements, or the plans, specifications, mechanical and engineering drawings and renderings, or the contractors, subcontractors or other personnel performing same, will be or constitute any representation or warranty by the Board as to the adequacy or sufficiency thereof or the compliance of same with any applicable laws, codes or ordinances. All alterations, additions, modifications or improvements must be performed in prompt, diligent and professional manner, must comply with the plans, specifications, mechanical and engineering drawings and renderings submitted to the Board (with any requisite changes, additions, modifications or alterations thereto which may be imposed by the Board), all necessary building permits must be obtained, and all such work must comply with all applicable codes, ordinances, laws, and regulations applicable thereto.

G-2. PROHIBITED ACTS. No person is permitted to:

- a. Post or inscribe signs, notices or advertisements on the Common Elements or in any Unit if visible from outside his or her Unit, including "For Sale" or "For Lease" signs.
- b. Place or hang an object in, on, from, or above any window, interior window sill, or Balcony, that, in the reasonable opinion of the Board of Directors, detracts from the appearance of the Condominium.
- c. Hang, shake or otherwise display linens, clothing, towels, rugs, shoes, mops, bedding, or other similar items from windows, doors, balconies, patios, or passageways.

- d. Erect or install exterior horns, lights, speakers, aerials, antennas, satellite dishes, or other transmitting or receiving equipment, or cause anything to protrude through an exterior wall or roof.
- e. Place decorations on exterior walls, windows, or doors, or on or in the General Common Elements, except as allowed for religious items in accordance with Article P.

G-3. WINDOW TREATMENTS. An Owner or Resident may install window treatments inside his or her Unit, at his or her sole expense, provided:

- a. Any window treatment, including drapes, blinds, shades or shutters, must be clear or white when viewed from outside the Unit;
- b. Aluminum foil and reflective window treatment are expressly prohibited; and
- c. Window treatments must be maintained in good condition, and must be removed or replaced if they become stained, torn, damaged, or otherwise unsightly in the opinion of the Board of Directors.

G-4. BOARD OF DIRECTORS APPROVAL. To obtain the Board of Directors' written consent for a modification, an Owner or Resident must submit to the Board of Directors complete plans and specifications showing the nature, kind, shape, size, materials, color, and location for all proposed work, and any other information reasonably requested by the Board of Directors. The Board of Directors' failure to respond to the Owner's or Resident's written request within forty-five (45) days after it receives the Owner's or Resident's request will be construed as approval of the modification; provided that, in no event will the Board's express or deemed approval of a modification be construed to an Owner or Resident to modify his/her Unit in a manner that violates a provision in the Condominium Documents.

G-5. CONSTRUCTION AND CONTRACTOR RULES. Outside contractors are at the Condominium at the invitation of the Owner or Resident. In addition to applicable governmental laws, rules, regulations and ordinances, contractors are required to abide by the following rules and regulations so that Owners and Residents are not unduly disturbed by work-related activities.

HOURS. - Working hours are Monday - Friday, 8:30am - 4:30 pm. Contractors may arrive on the property no earlier than 8:00 am to prepare for work and must have cleaned up and have departed the premises no later than 5:00 pm. Any work involving impacting or drilling of the concrete slab is prohibited prior to 10:00 am. This includes the operation of impact hammers, rotary hammer drills, core drills, nail guns, and the installation or removal of carpet tack strips.

PARKING. Parking spaces for contractors may be provided by the Management Office; however, contractors may be asked to park offsite in the event the Management Office does not have parking spaces available.

**SCHEDULING.** All information and appropriate scheduling of work within a Unit must be submitted in writing to the Management Office of the Association. This information must include names and telephone numbers of all construction supervisors and the workers who are allowed access to the building. Failure to provide such information may result in contractors being refused access. Contractors are responsible and liable for any damage to the Common Areas and will be required to restore the damaged areas to their original condition to the satisfaction of Management.

**NOXIOUS ODORS.** The use of paints, chemicals or solvents that cause noxious or unpleasant odors to either Common Areas or other Units is prohibited.

**TRASH.** All trash and debris is to be completely removed from the Condominium by the contractor as work proceeds. Dumpsters and any trash receptacles present on the Condominium may NOT be used for construction trash or debris.

**APPLIANCES.** Unit appliances are not to be used for disposal of trash or cleaning equipment or for any other reason. Kitchen sinks, bathtubs, toilets, etc. are not to be used for washing, painting, equipment or disposal of any construction materials.

**INSURANCE.** All contractors performing work in the Condominium must obtain and have in full force and effect insurance as specified in a handout available in the Management Office. Owners and Residents contemplating alterations or repairs requiring a contractor should obtain a copy of the insurance requirements prior to soliciting contractors. A contractor is required to provide certificates of insurance to the Management Office prior to commencing any approved work

## **H. VEHICLE RESTRICTIONS**

H-1. **VEHICLE OPERATION.** Each Owner and Resident must operate his or her vehicle in a safe and cautious manner while entering, exiting, or maneuvering within or on the Condominium so as to minimize the risk of property damage and personal injury.

H-2. **PERMITTED VEHICLES.** The garage space limits parking to vehicles that do not extend past the fire lane as marked on the parking spaces. For purposes of these Rules, vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles. Boats, jet skis, trailers, campers, motor homes, recreational vehicles, and the like may not be parked in the Condominium. Vehicles not in operating condition may not be parked, repaired or stored (on blocks or otherwise) upon the Condominium. Without limitation, a vehicle is deemed not to be in operating condition if same has expired or missing license tags or inspection stickers, or are incapable of being driven due to mechanical condition of any kind. No noisy or smoky vehicles may be operated on the drives and/or in any of the garage areas of the Condominium. No vehicles without mufflers are permitted in the Condominium.

H-3. **REPAIRS.** Washing, repairing, restoring, or maintaining a vehicle within the Condominium is prohibited, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.

H-4. **SPACE USE.** Because of limited off-street parking, all parking spaces in the Condominium must be used for parking purposes only, and may not be used for storage. No parking space may be converted for living, recreational, or business purposes nor may anything be stored in any parking space. Overnight parking in the G Level, other than in private garages, is not permitted except by special, temporary written approval of Management Office, applicable only to existing vehicles. Onsite parking for additional or replacement vehicles exceeding the size limitations of Article H-2 above will not be approved. Those Resident vehicles with G Level parking permits must temporarily forfeit one Level 1 parking space for Concierge control during the period of time the G Level parking permit is retained by the Resident.

H-5. **GUEST/SERVICE VEHICLE PARKING.** Parking for guests of any Owner or Resident will be in areas designated in the Condominium Documents. Each Owner and Resident must require his or her construction and household employees, including cleaning and household maintenance personnel, to park in the garage space(s) which form a part of the Owner's or Resident's Unit, unless the Owner's or Resident's personal vehicle is parked in such space, in which event the employee is required to park in the area designated by the Association.

H-6. **NO OBSTRUCTION.** No vehicle may be parked in a manner that obstructs or impairs ready access to any entrance to or exit from the Condominium. No vehicle may obstruct or impair the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on the Condominium. No vehicle may be parked, even temporarily, in spaces reserved for other Owners, guests, or service vehicles, in fire lanes, or in any area designated as "No Parking."

H-7. **NUISANCES.** Each vehicle must be muffled and must be maintained and operated to minimize noise, odor, and oil or other fluids emissions. Periodic cleaning of oil and other fluid spills will be charged to the assigned user of the parking space. No Owner or Resident may cause or permit the blowing of a horn in a vehicle in the Condominium. No vehicle may be kept on the Condominium if the Board of Directors deems it to be unsightly, inoperable, inappropriate, or otherwise in violation of these Rules.

H-8. **VIOLATIONS.** Any vehicle parked or kept in the Condominium in violation of these Rules may be stickered, wheel-locked, and towed or otherwise removed from the Condominium by the Board of Directors, at the expense of the owner of the vehicle. The Association expressly disclaims any liability for damage to a vehicle which is stickered, wheel-locked or towed as result of a violation of these Rules.

## **I. TRASH DISPOSAL**

I-1. **GENERAL DUTY.** Owners and Residents must not litter the Common Elements, must endeavor to keep the Condominium clean, and must dispose of all refuse in the trash dumpster, or in receptacles provided specifically by the Association for that purpose, or in any other manner as may be directed by the Association from time to time. No garbage, trash, rubbish, waste, or waste bins or receptacles therefor will be permitted to remain on any portion of the Common Elements, except in areas specifically designated by the Association.

I-2. TRASH DUMPSTER OBSTRUCTIONS. Any Owner or Resident that creates an obstruction to a trash dumpster will be held responsible for the cost of the removal of the obstruction.

I-3. HAZARDS. Owners and Residents must not store trash inside or outside his or her Unit in a manner that attracts vermin, causes odors, or creates a risk of fire. Before discarding coals, ashes, logs, or other materials used in barbecue grills or fireplaces, an Owner or Resident is required to confirm that the debris is thoroughly cold.

I-4. EXCESS TRASH. An Owner or Resident must place trash entirely within the Trash Dumpster(s)/Chute(s) as may be located on the Condominium, and may not place trash outside, next to, or on top any trash receptacle. Boxes and large objects must be crushed or broken down before placed in the trash receptacle.

## J. PETS

J-1. CONDITIONAL- PERMISSION TO KEEP OR MAINTAIN PETS. Pet(s) may be conditionally permitted in accordance with the provisions of this Article J. Provided that, and as conditions precedent, all of the following rules are met and maintained at all times; each Owner and Resident will be permitted, on a conditional basis, to keep or maintain pet(s) in compliance with the following rules (conditional permission). If any of the following rules are violated, a fine may be imposed and/or the conditional permission to keep or maintain any pet in violation of such Rules may be revoked by the Board in the Board's sole and absolute discretion.

J-2. RESTRICTIONS AS TO PETS. The following Rules apply to all Owners and Residents and their pet(s). Violation of any of the following Rules may be the basis for revocation of the conditional permission to keep such pet(s).

(a) No animal may be kept within the Condominium except normal and customary household domestic pets (i.e. dogs, cats, fish, birds, etc) that weigh thirty (30) pounds or less at maturity. Reptiles, exotic species, and endangered species are expressly prohibited.

(b) An Owner or Resident may keep one (1) animal within a Unit for each bedroom in the Unit per the original floor plan. There is no restriction on the number of fish within the Unit. Permitted pets may also include specifically trained animals that serve as physical aids to handicapped Owners or Residents.

(c) All Residents must complete and return to the Association the Registration/Application Form fully describing each of their pets prior to move-in. No visitor pets are allowed.

(d) No pets may be kept or bred for any commercial purpose.

(e) No pet may be kenneled or tethered unattended for any period of time on any Balcony, or any part of the Limited or General Common Elements of the property.

(f) ALL PETS MUST BE ON A LEASH OR CONTAINED AND MAINTAINED UNDER THE CONTROL OF RESPONSIBLE PERSON WHILE IN THE COMMON AREAS. THERE ARE NO



EXCEPTIONS (applicable city ordinances also mandate this). Animals being transported from a Unit to an automobile or another Unit must be on a leash, securely carried, or carried within a pet carrier.

(g) No vicious or dangerous animal may be kept or any animal deemed by the Board of Directors to be a potential threat to the well being of humans or other animals.

(h) Pets may be walked only on the Ground (G) Level East and West areas and by the main entrance (Concierge) level to the area beyond the existing pet refuse station. Each Owner or Resident who maintains a pet is responsible for immediately picking up and disposing of any defecation by such pet on the property.

(i) PETS ARE NOT ALLOWED IN THE RESISTANCE POOL AREA, OR THE SWIMMING POOL AREAS, OR ON THE DECKS OR GROUNDS SURROUNDING OR SERVING THE POOL AREAS AT ANYTIME.

(j) Owners and Residents are not permitted to bathe dogs and/or cats outside or in any General Common Elements. All animals must be bathed inside the Owner's or Resident's Unit.

(k) Cats are not allowed to roam on or about the Condominium. Cat traps may be set out periodically and any stray cat caught in any such trap will be turned over to the appropriate municipal department of Animal Registration and Care (or it's then existing equivalent).

(l) Owners and Residents who keep or maintain pet(s) in accordance with these Rules must be responsible pet owners and not allow their pet(s) to unreasonably interfere with the rights of the other Owners or Residents or disturb another Owner's or Resident's rest or quiet and peaceful enjoyment of his or her Unit or the Common Elements.

(m) All pet(s) must have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, or unsanitary condition. No pet is permitted to bark, howl, whine, screech, or make other loud noises for extended period of time or on a repeated or recurring basis.

J-3. VIOLATION OF RULES, REVOCATION OF CONDITIONAL PERMISSION. In the event that an Owner or Resident violates any of the foregoing rules, or fails or refuses to maintain and care for his/her/their pets, or allows their pets to unreasonably interfere with the rights of the other Owners or Residents, or such pets are determined to be offensive on account of noise, odor, or pose a threat to humans or other pets, the Board, in its sole discretion, has the right to impose a fine and/or revoke the permission to keep any pet in violation of the rules and these provisions, and the Owner or Resident is obligated to promptly remove and relocate any such animal determined by the Board to be in violation of these Rules. The Association has the right to pursue all available legal remedies to cause the Owner or Resident to remove any such pet, including, without limitation, a mandatory injunction.

J-4. DAMAGE/INDEMNITY. Each Owner or Resident is responsible for any property damage, injury, or disturbance his or her pet may cause. Each Owner and Resident must compensate any person injured by his/her pet. Any Owner or Resident who causes any animal

to be brought or kept upon the premises of the Condominium must indemnify and hold harmless the Association for any loss, damage, cost or liability which the Association may sustain as a result of the presence of such animal on the premises.

## **K. SATELLITE DISHES**

K-1. No antenna or satellite dish of any kind is permitted or installed on the exterior of any Unit or that protrude from the walls or out of the windows. For purposes hereof, an antenna and/or satellite dish includes any device used for the receipt of video programming services, including direct broadcast satellite, television broadcast, and multipoint distribution services, together with masts, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories utilized in the installation of any such antenna or satellite dish.

K-2. Notwithstanding the foregoing general prohibition as to antennas or satellite dishes provided in paragraph No. 1, satellite dishes which are designed to receive direct broadcast satellite service which are one meter (39 inches) or less in diameter may be installed in accordance with these Rules. For purposes of these rules, such satellite dishes will be referred to as "Permitted Satellite Dish". A satellite dish designed to receive satellite signals which is larger than one meter (39 inches) are prohibited.

K-3. The following provisions are applicable to a Permitted Satellite Dish:

(a) *Location.* Installation of a Permitted Satellite Dish is not permitted on any General Common Element. Permitted Satellite Dish may only be installed (i) wholly within a Unit, or (ii) within an Owner's Limited Common Element, e.g., Balcony.

(b) *Installation.*

(1) A Resident or Owner desiring to install a Permitted Satellite Dish must comply with the minimum conditions provided in these Rules and must also provide prior written notice to the Association, in care of its managing agent. Such notice must include the type and color of the Permitted Satellite Dish to be installed, the installer, the proposed location of such installation, and the method and manner of installation.

(2) No Permitted Satellite Dish may protrude beyond the vertical or horizontal space forming the perimeter of the Limited Common Element for the exclusive use of a respective Unit.

(3) All installation must be completed so that same does not damage any General Common Elements, Limited Common Elements, or void any warranties of the Association or in any way impair the integrity of any Building.

(4) The Association has the right to require reasonable screening of a Permitted Satellite Dish so long as the screening does not impair reception.

(5) A Permitted Satellite Dish must be securely mounted to a base so as to be able to withstand the effects of high winds or other extraordinary weather conditions. No guy wires or similar mounting apparatus will be allowed. Further, no Permitted Satellite dish may be attached to a Balcony railing.

(6) The installation of a Permitted Satellite Dish must be done by a qualified person or company. Any installer other than the Owner or Resident is required to carry adequate general liability and workers compensation insurance to prevent both damage to the General Common Elements and potential safety hazards.

(c) *Damages, Safety.*

(1) A Permitted Satellite Dish must be installed and maintained in a manner that complies with all applicable codes, safety ordinances, city and state laws and regulations, and manufacturers' instructions.

(2) A Permitted Satellite Dish must not-obstruct access to or exit from any doorway or window of any Unit, walkway, utility service area, or any other area necessary for the safe operation of the Association.

(d) *Maintenance.*

(1) An Owner or Resident who installs or maintains a Permitted Satellite Dish is responsible for all associated costs, including but not limited to costs to:

- place (or replace), repair, maintain and move or remove the Permitted Satellite Dish;
- repair of damages to the Common Elements, the Unit or other Units, and any other property caused by the installation, maintenance or use of the Permitted Satellite Dish;
- pay medical expenses incurred by persons injured by installation, maintenance or use of the Permitted Satellite Dish;
- reimburse other Owners and Residents or the Association for damages caused by the installation, maintenance or use of the Permitted Satellite Dish;
- restore the Permitted Satellite Dish installation site(s) to their original condition, after removal.

(2) If a Permitted Satellite Dish is installed in a Limited Common Element which is maintained by the Association, the Owner or Resident is responsible for the maintenance of the Permitted Satellite Dish. A Permitted Satellite Dish must not be installed in a manner which will result in increased maintenance costs for the Association or for other residents. If increased maintenance or damage occurs, the Owners or Residents are responsible for all such costs. If maintenance requires the temporary removal of a Permitted Satellite Dish, the Association will provide Owners and Residents with reasonable written notice, Owners and

Residents will be responsible for removing or relocating Permitted Satellite Dish before maintenance begins and replacing Permitted Satellite Dish afterwards, if an Owner or Resident so desires. If the Permitted Satellite Dish is not removed in the required time, then the Association may do so at the Owner's or Resident's expense. The Association is not liable for any damage to Permitted Satellite Dish caused by Association removal.

(e) *General.*

(1) No advertising slogans, logos, banners, signs, or other printing or illustration whatsoever is permitted upon or attached to any Permitted Satellite Dish.

(2) No Permitted Satellite Dish will be permitted to cause any distortion or interference whatsoever with respect to any other electronic device on the Condominium.

(3) It is the objective of these Rules to comply with the Telecommunications Act of 1996 ("Act") and FCC Regulations promulgated in accordance with the Act. In the event any provision in these Rules violates the Act or an applicable FCC Regulation, these Rules will be construed to be as restrictive as possible while still complying with the Act and applicable FCC Regulations.

## **L. RAIN BARRELS AND RAIN HARVESTING SYSTEMS**

Section 202.007 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits or restricts a property owner from installing rain barrels or a rain harvesting system on property. However, Section 202.007 of the Texas Property Code further provides that a property owners' association is not required to permit a rain barrel or rainwater harvesting system to be installed on property owned in common by the members of the property owners' association. Accordingly, a rain barrel or rain harvesting system is not permitted to be installed on, or attached to any portion of the General Common Elements or Limited Common Elements, as those terms are defined in the Declaration, which includes Balconies.

## **M. SOLAR ENERGY DEVICES**

Section 202.010 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits or restricts a property owner from installing a solar energy device except as otherwise provided therein. However, Section 202.010 of the Texas Property Code further provides that a property owners' association is not required to permit a solar energy device to be installed on property owned in common by the members of the property owners' association. Accordingly, a solar energy device is not permitted to be installed on, or attached to, any portion of the General Common Elements or Limited Common Elements, as those terms are defined in the Declaration, which includes Balconies.

## **N. FLAGS**

Section 202.011 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits, restricts, or has the effect of prohibiting or restricting a flag of the United States of America, the flag of the State of Texas, or an official or replica flag of any branch of the United States armed forces, except as otherwise provided therein. However, Section 202.011 of the Texas Property Code further provides that a property owners' association is not required to permit flags or flagpoles on property owned in common by the members of the property owners' association. Accordingly, flags and flagpoles are not permitted to be installed on, or attached to, any portion of the General Common Elements or Limited Common Elements, as those terms are defined in the Declaration, which includes Balconies.

#### **O. STORM AND ENERGY EFFICIENT SHINGLES**

Section 202.011 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits or restricts a property Owner from installing storm and energy efficient shingles as defined therein, who otherwise authorized to install shingles on the roof of the Owner's property. The roof of the Building is a General Common Element and the Association, acting through the Board, is responsible for maintaining, repairing and replacing the roofs. Therefore, no Owner has the right or authority to install storm or energy efficient shingles on the roof of the Building.

#### **P. RELIGIOUS ITEMS**

Section 202.018 of the Texas Property Code provides that a property owners' association may not enforce or adopt a restrictive covenant that prohibits a property Owner or Resident from displaying or affixing on the entry to the Owner's or Resident's dwelling one or more religious items, the display of which is motivated by the Owner's or Resident's sincere religious belief, except as otherwise provided therein. Section 202.001(4) of the Texas Property Code defines "restrictive covenant" to mean any covenant, condition, or restriction contained in a dedicatory instrument. The following Guidelines are applicable to the display of religious items in the Property:

- (a) **Board Approval.** The Declaration prohibits an Owner or Resident from altering the exterior appearance of the Owner's Unit. Thus, as authorized by the Declaration and Section 202.018(c) of the Texas Property Code, any alteration to the entry door or door frame must first be approved by the Board of Directors.
- (b) **Location.** Except as otherwise provided in this Section P, a religious item is not permitted anywhere except on the entry door or door frame of the Unit. A religious item may not extend past the outer edge of the door frame.
- (c) **Size.** The religious item(s), individually or in combination with each other religious item displayed or affixed on the entry door or door frame, may not have a total size of greater than twenty-five (25) square inches.
- (d) **Content.** A religious item may not contain language, graphics, or any display that is patently offensive to persons of ordinary sensibilities.

- (e) **Limitation.** A religious item may not be displayed or affixed on an entry door or door frame if it threatens the public health or safety or violates a law.
- (f) **Color of Entry Door and Door Frame.** An Owner or Resident is not permitted to use a color for an entry door or door frame of the Owner's or Resident's Unit or change the color of an entry door or door frame that is not authorized by the Board of Directors.
- (g) **Other.** Notwithstanding the above provisions, this rule does not prohibit or apply to temporary seasonal decorations related to religious holidays, as otherwise permitted by the Board of Directors.

#### **Q. MOVE IN/OUT**

Q-1. Moving in, within, or out of the Condominium creates a degree of potential interference with daily activities within the Condominium and the risk of damage to the Building. Because of the lack of a service elevator and limited space for large transport vehicles, it is imperative that those anticipating moving activities contact the Management Office at least one week in advance of the desired moving date to obtain a copy of the Endeavour's Move In/Out rules.

#### **R. MISCELLANEOUS**

R-1. SAFETY. The Association may, but is be obligated to, maintain or support certain activities within the Condominium designed to deter persons who have no legitimate reason to be on the premises from doing so. However, the Association does not represent to Owners or Residents that it provides any type of security services within the Condominiums. The Association, its directors, committees, members, agents, and employees, may not, in any way, be considered an insurer or guarantor of security within the Condominium, and will not be liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each Owner, Resident, guest, and invitee on the Condominium assumes all risk for loss or damage to his or her person, to his or her Unit, to the contents of his or her Unit, and to any other of his or her property on the Condominium. The Association expressly disclaims and disavows any and all representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security systems, equipment or measures recommended, installed or undertaken within the Condominium.

R-2. RIGHT TO HEARING. An Owner or Resident may request in writing a hearing before the Board of Directors regarding an alleged breach of these Rules by the Owner or a Resident. The Board of Directors will schedule a hearing within thirty (30) days of receiving the Owner's written request. At the hearing, the Board of Directors will consider the facts and circumstances relating to the alleged violation. The Owner or Resident may attend the hearing in person, or may be represented by an attorney or attorney-in-fact or by written communication. If an Owner or Resident is represented at a hearing by an attorney or attorney-in-fact, the Board may require reasonable evidence of such person's authority to represent the Owner or Resident.

R-3. MAILING ADDRESS. An Owner or Resident who receives mail at any address other than the address of his or her Unit will be responsible for maintaining with the Association his or her current mailing address. Notifications of change of name or change of address should be clearly marked as such. All notices required to be sent to Owners by the Condominium Documents must be sent to an Owner's most recent address as shown on the records of the Association. If an Owner fails to provide a forwarding address, the address of that Owner's Unit will be deemed effective for purposes of delivery. The submission of a check to the Association which set forth an address that is different from the address of the Owner or Resident according to the Association's records does not constitute notice of a change of the Owner's or Resident's mailing address.

R-4. WRITTEN COMPLAINTS. Complaints regarding the service of the Condominium and grounds or regarding action of other Owners must be made in writing to the management office and/or to the Board. Provided that, complaints regarding minor problems throughout the Condominium and grounds may be made verbally to the management office and/or to the Board. The Board of Directors, in its sole discretion, may determine whether a complaint must be made in writing.

R-5. REVISION. These Rules may be revised, replaced, or supplemented by the Board of Directors at any time. Owners and Residents are urged to contact the Management Office to verify the Rules currently in effect on any matter of interest. No amendment or supplement to these Rules will be effective earlier than ten (10) days after the date that notice of the amendment or supplement is mailed to all Owners.

R-6. OTHER RIGHTS. These Rules are in addition to, not in lieu of, all rights, powers and authorities of the Association under the Declaration, Bylaws, Articles of Incorporation, and the laws of the State of Texas.