

SEVENTH SUPPLEMENTAL
NOTICE OF DEDICATORY INSTRUMENTS
FOR
WOODWAY PLACE ATRIUM CONDOMINIUM ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The undersigned, being the authorized representative of Woodway Place Atrium Condominium Association, a property owners' association as defined in Section 202.001 of the Texas Property Code (the "Association"), hereby supplements the "Notice of Dedicatory Instruments for Woodway Place Atrium Condominium Association" ("Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on August 23, 2011 under Clerk's File No. 20110354371, the "First Supplemental Notice of Dedicatory Instruments for Woodway Place Atrium Condominium Association" ("First Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on September 13, 2013 under Clerk's File No. 20130472896, the "Second Supplemental Notice of Dedicatory Instruments for Woodway Place Atrium Condominium Association" ("Second Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on February 5, 2015 under Clerk's File No. 20150050095, the "Third Supplemental Notice of Dedicatory Instruments for Woodway Place Atrium Condominium Association" ("Third Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on April 20, 2015 under Clerk's File No. 20150159476, the "Fourth Supplemental Notice of Dedicatory Instruments for Woodway Place Atrium Condominium Association" ("Fourth Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on October 08, 2015 under Clerk's File No. 20150461447, the "Fifth Supplemental Notice of Dedicatory Instruments for Woodway Place Atrium Condominium Association" ("Fifth Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on October 16, 2015 under Clerk's File No. 20150474492, and the "Sixth Supplemental Notice of Dedicatory Instruments for Woodway Place Atrium Condominium Association" ("Sixth Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on August 3, 2017 under Clerk's File No. 2017-349421, which documents were filed for record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instruments. In addition to the Dedicatory Instruments identified in the Notice and the Supplemental Notices, the following document is a Dedicatory Instrument governing the Association:

- **Certificate of President of Resolution of Board of Managers of Woodway Place Atrium Condominium Association adopting Amended and Restated Rules & Regulations**

This Seventh Supplemental Notice is being recorded in the Official Public Records of Real Property of Harris County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Seventh Supplemental Notice is true and correct and the document attached to this Seventh Supplemental Notice is a true and correct copy of the original.

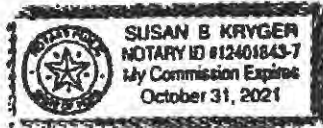
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WOODWAY PLACE ATRIUM CONDOMINIUM ASSOCIATION

By: Jane W. Janecek
Jane W. Janecek, authorized representative

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 15th day of May, 2018 personally appeared Jane W. Janecek, authorized representative of Woodway Place Atrium Condominium Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.



Susan B Kryger
Notary Public in and for the State of Texas

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CERTIFICATE OF PRESIDENT
of
RESOLUTION OF BOARD OF MANAGERS
of
WOODWAY PLACE ATRIUM CONDOMINIUM ASSOCIATION
adopting
AMENDED AND RESTATED RULES & REGULATIONS

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, Mike Kahn, President of Woodway Place Atrium Condominium Association (the "Association"), a Texas non-profit corporation, do hereby certify at a duly called meeting of the Board of Managers of the Association ("Board of Managers") held on the 17 day of April, 2018, with at least a majority of the managers being present thereat and remaining throughout and being duly authorized to transact business, the following resolutions were duly made and approved:

WHEREAS, on or about April 23, 1980, that instrument entitled "Condominium Declaration for Woodway Place Atrium Condominium" (the "Declaration") was duly recorded in Volume 108, Page 26, *et seq.* of the Condominium Records of Harris County, Texas;

WHEREAS, Section 19, of the Declaration provides, in pertinent part, as follows:

- (19) Each owner shall comply strictly with the provisions of this Declaration, the By-Laws, the "Community Rules" now or hereafter existing, and the decisions and resolutions of the Association, adopted pursuant thereto, as the same may be lawfully amended from time to time.

WHEREAS, Article IV, Section 3(c) of the Amended and Restated By-Laws of the Association ("Bylaws") provides, in pertinent part, as follows:

The Board of Managers is empowered and may establish, adopt and amend rules regulating the use, occupancy, leasing or sale, maintenance, repair, modification, and appearance of Units and common elements, to the extent the regulated action affect common elements or other Units and enforce compliance thereof. ...

WHEREAS, Section 82.102(a)(7) of the Texas Uniform Condominium Act (the "TUCA") provides the Board of Directors of a condominium unit owner's association (unless otherwise provided in its declaration) has the power to "adopt and amend rules relating to the use, occupancy, leasing, or sale, maintenance, repair, modification, and

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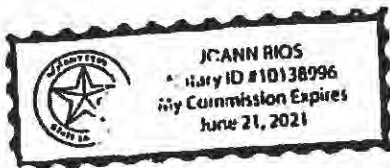
appearances of the units and common elements to the extent the regulated actions affect common elements or other units".

NOW, THEREFORE, BE IT RESOLVED that the attached "Amended and Restated Rules & Regulations Woodway Place Atrium Condominium Association" are hereby adopted and supersede and replace, in all respects, the previous Rules and Regulations recorded, including the "Rules & Regulations Woodway Place Atrium Condominium Association Adopted August 5, 1991 and Updated October 30, 2008" recorded under Film Code No. 211056, *et seq.* of the Condominium Records of Harris County, Texas, as well as any Board Resolutions, to date, that address the topics contained therein.

I certify that I am the duly elected, qualified and acting President of the Association and that the foregoing resolutions were approved as set forth above and now appear in the books and records of the Association.

TO CERTIFY WHICH WITNESS MY HAND on this 15 day of May, 2018.

WOODWAY PLACE ATRIUM CONDOMINIUM ASSOCIATION



By: Mike Kahn
Mike Kahn, President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 15 day of May, 2018 personally appeared Mike Kahn, President of Woodway Place Atrium Condominium Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

J. Ann Rios
Notary Public in and for the State of Texas

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**AMENDED AND RESTATED
RULES & REGULATIONS
Woodway Place Atrium Condominium Association**

Adopted April 17, 2018

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I. TELEPHONE NUMBERS & CONTACT INFORMATION

Police/Fire/EMS: 911
(EMS-Emergency Medical Services)

WPAC Manager JoAnn Rios: 713.780.7134

Courtesy Staff: 713.780.7115
Main Number: 713.780.7115
Front Desk Cell: 713.962.6663
Fax: 713.780.9519

Report any problems that you are experiencing with the elevator or garage gates to the office or Courtesy Staff on duty.

Email: 661bering@sbcglobal.net

Website: www.woodwayplace.com

Fire Department Non Emergency	713.222.7643 (City of Houston)
Police Department Non Emergency	713.222.3131 (City of Houston)
Poison Control Center	800.222.1222

II. DELIVERIES

The Association is pleased to receive packages, dry cleaning, and various small items, that can fit in the mailroom. The Association assumes no responsibility for these items. A signed waiver and release of liability form must be on file in the WPAC Manager's office.

The Association has inadequate staff to deliver packages or mail to individual units. As space is limited, all deliveries should be picked up promptly. The Association is not responsible for packages or mail in the mailroom. The Courtesy Staff will place a notice in your mail slot when you have a delivery. Residents will also be called when an expedited delivery package is received. Packages left in the mailroom for more than one (1) week will be delivered to the addressee's unit.

If an individual arrives on property to serve official papers, i.e. subpoenas, court orders, or the like, the staff is instructed not to interfere with the service of such documents. Typically the law enforcement agent will request to be allowed to go directly to the door of the Owners unit. All Owners should be aware the staff will permit them to do so.

III. MOVE IN/OUT PROCEDURES & RULES

All unit moves must be scheduled with the WPAC Manager in order to reserve an elevator. *(Building has no service elevator; moves must utilize one of the passenger elevators.)*

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Please call the office 713.780.7115 during normal business hours, at least 5 days in advance of any move. Reservations are made on a first come first serve basis. The management office must have a copy of the lease agreement or the verification of ownership before the elevator will be reserved. A \$250.00 refundable deposit is required.

Prior to move-in approval the following forms must be completed and returned to the office:

1. Copy of signed Residential Condominium Contract
2. Copy of signed Condominium Resale Certificate
3. Copy of signed Exhibit to Condominium Resale Certificate
4. Disclosure & Acknowledgement Form - Topic: Security
5. Emergency Information Form
6. Resident Delivery Release
7. Vehicle Information Form
8. Authorization & Indemnification Form for Access to Unit
9. Signed copy of Building Insurance Directives
10. If lease is involved, a signed copy of the entire lease agreement

Prior to your move in date, your moving company representative must contact the WPAC Manager to preplan all of the logistics. At this time, we will discuss any unusual requirements such as moving extremely long, large or heavy items. This preplanning should result in an efficient, cost effective move which will be to everyone's advantage.

MOVES ARE ONLY PERMITTED ON TUESDAY AND THURSDAY BETWEEN 9:00 AM - 5:00 PM.

The date and time of the move must be scheduled with management.
Delivery of large items is permitted with prior management approval.

(Trash truck requires use of driveway on Monday, Wednesday and Friday; should trash pickup days change, this rule will change accordingly)

NO MOVES ARE ALLOWED ON SATURDAYS, SUNDAYS, OR HOLIDAYS.

On the day of the move, when you and your mover arrive, our staff will be fully prepared to greet you. Moving is permitted only through the back service door. Each person on the moving crew will need to "sign in" so that they may be issued a "Contractor" badge. For security reasons, these badges must be returned at the completion of the move, otherwise there will be a charge to you of \$20.00 per badge.

It is the mover's responsibility to comply with load capacities on elevators, and to exercise caution to avoid damage to any of the common elements and elevators.

Movers must provide proof of insurance:

- General Liability with at least \$1,000,000 each occurrence
- \$100,000 Automobile Liability

- Worker's Compensation
- Cargo/Warehouse Legal Liability of \$200,000 per truck or \$400,000 per occurrence

Moving trucks must unload in the entrance driveway to the garage on the south side of the building. If the truck or trailer blocks access to the garage, unloading must be done on the street.

All damage to the building or general common elements caused by the moving or carrying of any article during this move are the financial responsibility of the resident. When all of your belongings are inside your new home, you will need to notify the management office to conduct a final inspection to ensure that no damage occurred during the move. The WPAC Manager or WPAC Manager's designee must complete an inspection of the elevators, doors, and common elements both before and after all moves to ensure that no damage has occurred. The Association will bill the unit Owner for all repairs resulting from move damage to common elements and elevators.

After a move, all cartons and packing material must be broken down, folded and deposited in the dumpster outside the service entrance. Disposal of these materials through the trash shoot is strictly forbidden. If you pay for unpacking, it is the mover's responsibility to take all packing material away with them.

Repairs to and move-in or move-out of an individual unit shall not be permitted on the same day. All repairs should be performed before or after such date.

Each new owner/resident will be furnished a copy of the Declaration, Bylaws, and House Rules and Regulations and is responsible for reading and complying with same.

IV. INSURANCE

Pursuant to the Condominium Declaration and Section 82.111 of the Texas Uniform Condominium Act ("Act"), the Association must maintain property insurance on the building and units. Neither the Declaration nor Act requires the property insurance maintained by the Association to include betterments and improvements within a unit installed by the unit owner. The Declaration provides that the owner of a unit has the responsibility to maintain and repair the interior of the owner's unit, including the fixtures thereof. Each Owner is required to carry insurance on the Owner's unit at all times which shall provide coverage on all betterments and improvements in the unit, including but not limited to, the contents of the unit, wall and floor coverings, appliances, furnishings, cabinets and all parts of the condominium which are not common elements or personal property. Each Owner must also carry a policy of Liability Insurance with minimum limits of three hundred thousand dollars (\$300,000.00).

An Owner must provide the Association with an acceptable Certificate of Insurance issued by a proper insurance company's representative. The Certificate of Insurance must show that the Owner has valid insurance coverage of the betterments and improvements in the Owner's unit as well as coverage of the contents inside the Owner's unit. The Certificate of Insurance must show the coverage period, the coverage limits, and the name(s) of the insurance companies

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providing the coverages. The Certificate of Insurance must be provided at the time of issuance of a new policy and/or when the policy is renewed.

In the event that damage to an Owner's unit or an adjacent unit occurs and (a) the damage was caused by the negligent or intentional act of the Owner, Owner's tenant, invitee or guest, or (b) the damage was caused by a condition or circumstance that originated from within the Owner's unit (whether or not the Owner or the Owner's tenant, invitee or guest was determined to be negligent) and the unit Owner does not maintain insurance as required by these Rules and Regulations the unit Owner will be liable for the full amount of the damage.

The Board will have the authority to determine whether any damage was (a) caused by the negligent or intentional act of an Owner, or the Owner's tenant, invitee or guest or (b) caused by a condition or circumstance that originated in a particular unit.

V. UTILITIES

ELECTRICITY: Individual unit electric service is provided by the company of your choice. You must arrange for activation of this service, and you will be billed directly by the supplier company.

TELEPHONE: Individual unit telephone service is provided by the company of your choice. You must arrange for activation of this service, and you will be billed directly by that company.

CABLE TV: Basic cable TV service is included in your Maintenance Fee; however, if additional cable services are wanted, residents must arrange for and pay for the activation of the additional cable services with the cable company. Currently, the basic cable TV service provider is Comcast also known as Xfinity.

WATER: Both hot and cold water service is included in the monthly maintenance fee. Report all leaks without delay. A drip rapidly adds up to gallons. Please help the Association conserve water.

AIR CONDITIONING & HEATING: Woodway Place Atrium uses a combined system for air conditioning and heating. Each condominium has its own separate heat pump and the cost of its operation is reflected in your electric bill. The common system that supplies cold and hot water needed in individual units is included through the monthly maintenance fee.

The Association pays for cooling and heating of the central atrium. The building HVAC system is not designed to provide heating and cooling for individual units. All unit Owners are requested to not leave open interior atrium and corridor windows or doors for long periods of time. Abuse by a unit Owner or resident attempting to utilize energy from the central building core is prohibited. If abusive practices continue after written warnings from the Association per the Rules Enforcement Policy and Procedures (Section XXXI), fines will be levied.

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VI. UNIT KEY CONTROL

Management is committed to the privacy of your home. A key to your unit is held in the management office for emergency use only (i.e. medical crisis, fire, flood, leaks, etc.) as required by the Association's Bylaws and Condominium Declaration, or to provide access to those persons authorized by you. All keys are held in a locked key tracking system under the WPAC Manager's control. The keys can be accessed by employees and the WPAC Manager. The tracking system identifies who removes a key, and management receives a daily report each time a key is removed. WPAC Association, the WPAC Manager, and the Board of Managers are not responsible for the loss or misuse of any key you may leave in its possession.

Should a unit Owner elect not to leave a key in the locked key tracking system, such election shall not alter or reduce the right of entry granted in the Declaration. Should it become necessary for the Board of Managers or WPAC Manager to exercise such right of entry therein granted, they are hereby authorized to utilize such methods as may be necessary to gain entry (including physical force). Such Owner or resident hereby releases the Board of Managers or WPAC Manager from any liability for damages caused by any such entry and agrees to indemnify and hold harmless the Board of Managers and the WPAC Manager from any claims arising from such entry.

No phone instruction to release keys will be accepted by the WPAC Manager or Courtesy Staff.

VII. ENTRANCE ACCESS CONTROL

The Association building is equipped with a telephone access control system. This system allows you to control the locked entrance to the building using your telephone.

- a. Your telephone number is entered into the memory of the system by the building WPAC Manager and remains confidential.
- b. When someone comes to visit you they will find your name in the directory and activate your calling code.
- c. You can unlock the entrance to admit your visitor by pressing "9" on your telephone and then hanging up. If you do not wish to let the visitor in, just hang up and inform the Courtesy Staff not to admit the visitor.

IMPORTANT: TELL YOUR VISITOR YOUR SUITE NUMBER, as that information is not available on the access system.

If you are on the phone when a visitor attempts to call, they will hear a busy signal.

All guests must sign in to allow management to account for non-resident individuals in the building in the event of an emergency.

Realtor Access

Unless the Owner/tenant or designated agent is present, realtors will only be allowed into the building and into residence units with prior notification to the WPAC Manager or Courtesy

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Staff by the unit Owner or Owner's agent. Date and time of visit, unit to be shown, and real estate agency showing unit must be provided with said notification.

VIII. BUILDING ACCESS CARDS

Each resident has two access cards. These cards allow access into the building at any time. These cards are assigned to individual residents and should not be given to any other resident or non-resident. An Authorization & Indemnification form must be submitted prior to the issuance of any access key cards. You may obtain this form in the management office. Lost cards will be deactivated.

Replacement cost for lost access cards is \$30.00

IX. ELEVATORS

City of Houston ordinance prohibits smoking in the elevators or in any part of the common area.

The elevators are not to be put on "HOLD" at any time by residents or Owners.

Residents needing the exclusive use of an elevator must have approval from the WPAC Manager.

X. PARKING - GARAGE

A resident shall not cause or permit the blowing of a horn of any vehicle in which he/she, his guests, or family occupants, is approaching or in the driveway, parking areas or garage serving the building, in a non-emergency situation.

Garage

Each condominium unit is deeded two (2) assigned parking spaces in the garage. (See attached list in Appendix.) Ownership of these spaces cannot be exchanged without legal action at any time; therefore, Owners and tenants must use only the assigned spaces.

1st Floor spaces A39 and A40 shall be used only for loading and unloading. A vehicle may utilize either of these two spaces for no longer than 15 minutes. If a vehicle is left in excess of 15 minutes, the owner of same will be notified by either the Courtesy Staff or WPAC Manager, by phone or in person. If this notice to move the vehicle is ignored the vehicle will be towed away at the vehicle owners' expense.

If someone is parked in your assigned space, notify the Courtesy Staff or WPAC Manager and request that an attempt be made to find the vehicle's owner. If satisfactory resolution of the parking problem is not forthcoming, you should contact a wrecker and have the vehicle towed.

For your safety and the safety of other residents, the maximum speed limit in the Association driveway and inside the garage is 10 MPH. Please observe this rule.

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No vehicles shall be stored in a parking space in a non-operative condition, nor shall there be any repairs done to vehicles in a parking space, except for emergency repairs to move the vehicle to another location with the WPAC Manager's permission.

No resident is allowed to wash his/her car on the premises.

With exception of bicycles in the designated area, any storage in the garage area is prohibited. Residents are responsible for keeping their assigned areas clear of all other items. WPAC management will remove items in violation of this rule at the Owner's expense.

A resident shall not use, nor shall he permit his family, guests or invitees to use parking spaces belonging to other Owners without expressed written permission.

Trailers, boats, campers, and oversized vehicles are not permitted to park in the garage, nor in other parking areas on the condominium property.

Do not block the walkway and driveway with your vehicle at any time. Further, do not park so as to impede other vehicles or pedestrians in the garage.

Bicycles

Bicycles are not permitted to enter the main building. Bicycle racks have been provided for appropriate storage. Bicycles are only permitted to be stored in parking spaces or bike racks. WPAC management will remove bicycles in violation of this rule at the Owner's expense.

Visitor Parking

Guest, service, and convenience parking areas are very limited; park your cars inside the garage.

Visitor parking spaces in front of the building are for VISITORS ONLY. However, Owners/residents of units may use the space, (including the parking area on the south side of the building) on weekends and holidays only for convenience, up to one hour in an eight-hour period; then the vehicle must be removed. Any vehicle returning to this area within the eight-hour period will be towed at owner's expense. Any unauthorized vehicle may be towed at owner's/operator's expense, after a warning has been issued.

A guest of an Owner/resident who remains in the building for longer than one week, or who remains overnight on a consistent basis must use parking accommodations other than in the Visitor Parking area.

A resident must not use or permit his family, guests or invitees to use parking spaces that belong to other Owners without express written permission.

Service Vehicles

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All service contractors and agents, assistants or employees of residents are required to use the service side driveway curb parking, and must not use the visitor parking.

All caregivers must use the service side driveway curb parking.

No Parking Zones – Fire Lanes

The entire paved area in front of the building, the south side curb, and the three parking spaces in front of the garbage pick-up area are designated FIRE ZONE lanes. DO NOT PARK in these areas and please inform your guests of this rule. Cars parked in the fire lane areas will be towed away without advance notice as per city ordinance code.

Association Employee Parking

The Association employees and Courtesy Staff may park in designated staff spaces inside the garage (D-41, C-23 and C-24) or along the side driveway.

Handicapped Parking

Space is designated for visitor handicapped parking in the front of the building in the guest parking area. This space conforms to existing requirements for handicapped spaces and is to allow for ease of loading and unloading for handicapped residents or visitors. Handicapped residents may park in this space for one hour in an eight-hour period. Handicapped visitors may park in this space for no more than twelve (12) hours at a time. Non-handicapped persons parked in the handicapped space will be subject to towing without notice at owners/operators expense.

Garage Parking Spaces for Rent

A unit having need for more than 2 spaces in the garage may make arrangements to lease an additional space from another unit Owner. A request to utilize another parking space may be posted on the notice board by the mailboxes.

The WPAC Manager will assist by placing the parties in contact with one another, but will not be responsible for ensuring the transaction is fully executed.

After an arrangement has been made, this information must be provided to the management office.

XI. GARAGE GATE

Any damage to the garage gate caused by Owner/resident negligence is the financial responsibility of the Owner. Negligence is deemed to be non-observance of the following information regarding the rolling grill:

- a. Gates are in the down position 24-hours a day.

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- b. Timer for either gate is set to keep it open approximately 4-6 seconds, after which time it will automatically close.
- c. The entrance gate can be reversed once decent has started by pushing the remote control operator.
- d. In order to avoid any unnecessary damage to your vehicle or the gate, please adhere to the following: Come to a complete stop before entering the garage; then engage your remote control operator. (Enter only through gate on right.)
- e. If gate is open or beginning its descent when you pull up for exit or entrance, wait until the gate is completely down, then reactivate the timer by pushing your remote control operator. This will reverse the gate and it will reopen for you to proceed.
- f. Do not attempt to follow/tailgate another car when entering or exiting. When entering, wait until the gate closes after the car in front of you, then reactivate the timer by pushing the remote control operator and wait until the gate begins its ascent and opens completely.
- g. When entering the garage STOP and allow the gate to close completely before proceeding to your parking space. This action will prohibit unauthorized cars from entering directly behind you.
- h. To exit the garage you do not need the remote control operator. As you approach, the gate will open automatically through a sensor installed on the floor of the garage in front of the gate on the right side.

XII. TRASH CHUTE

City of Houston ordinances require that all trash must be in plastic bags, tied securely at the top prior to being placed in the trash chute. This requirement also extends to the first floor units utilizing the trashcan at chute next to mailbox area.

Do not put boxes, newspapers, merchandise catalogues/phone directories, or glass containers down the chute; they jam the trash compactor. Place these items next to the trash chute. Bottles must be empty. No material deposited in the trash chute area is recycled.

Bring boxes down to the service entrance on the first floor or fold them and leave them next to the trash chute on your floor and they will be picked up Monday through Friday.

NEVER place any boxes or other objects next to the trash chute that block clear access to the fire stairway doors.

1. The hours for disposing of trash down the chute are from 8 a.m. until 10 p.m., as it can be very noisy and disturbing to the other residents.
2. The trash chute and dumpsters are not to be used by outside contractors.
3. Contractors must remove all trash from the building at their expense.

XIII. COURTESY STAFF

Courtesy Staff is on duty 24 hours per day. The Courtesy representative greets you and your visitors in the atrium and is usually stationed behind the front desk. They are responsible for:

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- Greeting all residents, visitors and guests when other duties allow.
- Monitoring emergency and access systems.
- Answering phone calls from residents or outside callers.
- Mail handling functions.
- Monitor and log all traffic entering and departing.
- Periodic walk through of building and grounds.

It is vital the Courtesy Staff and Management be informed of the following:

1. Guests staying in your unit.
2. Guests in your unit with special needs.
3. Visitors to your unit and cars parked in the Visitor Parking Spaces.
4. Expected deliveries.
5. Vacations or extended absences from your unit.
6. Any suspicious behavior around the property that you may observe.

PLEASE NOTE:

The Courtesy Staff is required to and will approach any resident he/she does not recognize or guests who are not given entry by residents. Please expect this action and respect the fact that he/she is performing per his job requirements.

All visitors are required to register in the Guest Book. It is also the Courtesy Staff's duty to enforce all Rules and Regulations of the Association, among them keeping the front drive, visitor, and convenience parking clear of illegally parked vehicles, to keep unauthorized people out of the pool/spa, and to control undue noise or other objectionable activities. Resident's cooperation in all matters is important for the rules to work.

The Courtesy Staff is not a security service. Neither the Courtesy Staff, management staff, nor the Association is responsible for your personal safety. Courtesy Staff is expected to be pleasant and helpful to all residents. They are expected to remain at the front desk as much as possible outside of their rounds, so please do not ask them to check or repair a problem to the equipment in your unit or vehicle.

XIV. CARTS

Grocery carts are provided for the convenience of all residents. Please utilize them through the back doors of the building only. No grocery carts are permitted in or through the front entry. After use, the grocery carts should be returned:

1. to the foyer by the elevators on your floor, or
2. to the main floor elevator foyer, or
3. to the cart storage area in the garage

NEVER LEAVE ANY CARTS IN YOUR UNIT

DO NOT LEAVE ANY CARTS IN HALLWAYS – this is a safety hazard.

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NEVER PUT ANY CARTS IN ELEVATOR - unless specifically instructed to do so by the Courtesy Staff after use. Unless the cart is removed immediately from the elevator it is a safety hazard and prevents others from entering the elevator. If the Courtesy Staff does not instruct you to put a cart in the elevator, do not do so.

Dollies and hotel carts are available from the Courtesy Staff and need to be returned directly to the Courtesy Staff on duty after use.

XV. WINDOW WASHING

The Association arranges for the exterior windows to be washed periodically. Residents will be notified in advance. Balcony and patio doors are not part of this service.

XVI. PEST CONTROL

The Association has contracted with a pest control company to periodically provide pest control service to the common areas of the building. The Association provides no pest control service to individual units. Each unit Owner is responsible for maintaining his/her unit, including keeping the unit free from pest infestation, such as cockroaches, fleas, ants, etc. In the event that a unit Owner does not maintain a satisfactory level of pest control in his/her unit, the Association may contract with a pest control company to enter the unit and provide pest control service to the unit, in order to prevent infestation to other units in the building and common areas. Charges for the pest control services provided to individual units under these conditions shall be billed to the unit Owner.

XVII. GENERAL MAINTENANCE INFORMATION

The Association is responsible for the maintenance and repair of any damage to the main risers and supply lines of cold/hot water, sewage, and main pipes of the HVAC system.

No Owner or resident shall interfere in any manner with any portion of the plumbing, heating, air-conditioning or lighting apparatus, which is part of the common elements and not part of the Owner/resident unit.

The area contained within the walls of a condominium unit is considered private property and therefore the maintenance responsibility of the Owner. Interiors of the unit, appliances, air conditioning-heat pumps, hoses, electrical installations, plumbing, smoke detectors, secondary pipes, etc. are also the responsibility of the individual Owner as per the Declaration and Association Bylaws.

If damage to the common elements or another unit is caused by a plumbing leak or other condition originating in a unit which is the responsibility of the Owner of that unit to maintain and keep in good order and repair, the Owner of the unit which the plumbing leak or other condition originates shall be liable for any costs to repair the damages that are not covered by the property insurance policy maintained by the Association, including the deductible. The

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unit Owner shall be liable with or without an express determination of negligence on the part of the unit Owner.

The Association is not responsible for any damage to the interior of the dwelling, other condominium units, or common elements of the building caused by leaks or broken pipes in each unit (except main riser supply piping), overflow of air conditioning/heat pump units condensation, drains, overflow of tubs, sinks, commodes, dishwashers, washing machines, etc.

The Owner, lessee or resident must arrange for any repair inside a unit directly with an outside contractor. The Association does not provide this service.

A contractor performing repairs in a unit is required to notify the WPAC Manager *in advance* if the main supply line needs to be cut-off or a pump disconnected. The contractor is required to coordinate this action with the building management so that service personnel responsible for the operation and maintenance of the affected equipment can be present during the repair process to prevent damage to the building systems. Charges for the Association contractor will be billed to the unit Owner. A list of vendors is located on the Association website and in the management office.

Repairs and construction are not allowed before 9:00 a.m. or after 5:00 p.m. Monday through Friday. Repairs and construction are not permitted on weekends or on holidays.

Upon notification to WPAC management and approval by same, *emergency repairs only* to air conditioning/heat pumps or plumbing may be performed after hours and on holidays or weekends. The Owner/resident is required to ask the Courtesy Staff to contact WPAC Manager for approval.

All plumbing and electrical work contracted for by an Owner must be completed by a licensed plumber or electrician, as applicable.

All repairs must be completed in a good and workmanlike manner and meet all applicable codes.

XVIII. AIR CONDITIONING - HEAT PUMP MAINTENANCE & REPAIR

Be sure the filter is always clean, replace it often. This will improve the unit's efficiency and reduce the cost of your electric bill. If the heating and cooling unit is not working properly, the unit Owner must personally arrange for repair.

The following preventative maintenance steps should be performed to protect the operation of individual air conditioning-heating units:

- a. Change filter every 30 to 90 days depending on filter type used.
- b. Check condensation drain monthly for restricted flow.
(To check the drain, slowly pour a quart of water directly into the drain, located on the air filter support. Air filter must be removed before pouring the water, which should drain

immediately. If it does not, contact your A/C-heat pump contractor to service the unit. This cost is the Owner/resident's responsibility.)

This drain must be kept clear to avoid overflow flooding into your unit and units below. If flooding occurs, the resident/Owner with the overflow is responsible for all damage to that unit, units below, and affected common areas.

- c. Your air conditioning-heat pump unit should be serviced by a reputable company in the spring and the fall to ensure that it is working properly.

When going out of town, it is advisable to turn the air conditioning-heat pump unit completely off.

Because the fittings on your individual A/C units affect the entire A/C closed loop system:

- d. All air conditioning-heat pump repairs inside each condominium unit must have prior approval from the WPAC Manager.
- e. All air conditioning-heat pump repair/replacement must utilize 1-FT Stainless Steel threaded hoses and non-ferrous/brass fittings.
- f. At the conclusion of the repairs, the work must be inspected by the WPAC Manager or designee.

XIX. PLUMBING & APPLIANCES MAINTENANCE & REPAIR

REPORT ANY TYPE OF LEAK TO THE WPAC MANAGER OR COURTESY STAFF IMMEDIATELY

It is important for all residents to understand the plumbing work in individual units affects all units and building plumbing. Failure to responsibly maintain equipment within your unit undermines the significant investment we all have in our community home.

All plumbing repairs in the building and inside each condominium unit must have prior approval from the WPAC Manager.

Certain plumbing repairs in the building and inside condominium units shall be handled by licensed plumbing contractors approved by WPAC Manager or designee.

Failure to use this provider and follow designated procedures will negate this warranty and cost you and/or the association unnecessary expense. It is therefore imperative that you notify the WPAC Manager or Courtesy Staff on duty prior to calling your own plumber. They will ensure the appropriate determination is made.

All pipes utilized to repair plumbing lines must be Type "K" copper or brass. All fittings must be made of brass.

At the conclusion of plumbing repair, the work must be inspected by the WPAC Manager or designee.

Do not leave leaking/running faucets unattended. If your faucets or showers are leaking or if the water in your commode runs continuously, inform the WPAC Manager or Courtesy Staff immediately and call the plumber designated by the WPAC Manager if the NuFlo Warranty (water pipes) situation warrants, or your plumber, if you are informed by the WPAC Manager the NuFlo Warranty does not apply. Note that all wasted water is paid for by the association from your monthly maintenance assessments.

Water closets (toilets) and other water apparatus (including without limitation, air-conditioning condensation drains) in residence units shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags, paper, ashes, or any other article be thrown into same. Any damage resulting from misuse or negligence in the maintenance of any water closet or to other apparatus (including without limitation, air conditioning condensation drains) shall be paid for by the Owner of the unit where the damage originated.

At least once every six months, residents are requested to inspect ball cocks and flappers within the water closets, washing machine hoses, and air conditioning/heat pumps to determine that they are functioning properly and safely, and that they are not wasting water or electricity.

Ensure you and your employees have the proper detergent for use in the dishwasher. It is imperative to use a low sudsing detergent for the washing machine. Be certain to use no more than the amount recommended for front loading washers. It is also important that washing machines not be overloaded.

Non-flammable articles only should be placed in the dryer. Make sure that the lint filter on the dryer is cleaned before drying each load of wash.

Make certain your garbage disposal is empty before starting the dishwasher.

Make sure the water is running the entire time when using the disposal. Certain food waste, with the exception of grease, should be disposed of through your garbage disposal. Under no circumstances should grease be put into the garbage disposal. Place grease into a tightly closed container and keep in the refrigerator until it congeals, then, dispose of it by placing the container by the trash chute. Do not put plastic wrap, paper, aluminum foil, stringy vegetables, such as celery, flower stems, shrimp or fish scales, chicken bones, etc. in the disposal. Use your common sense before disposing of items in the disposal. The disposal is your responsibility and should it clog, may cause flooding not only your unit, but to the units below.

Do not flush bulky objects down the commode such as paper towels, cigarettes, cotton balls, facial tissue, disposable diapers, or sanitary napkins.

Know the shut-off valve locations for each plumbing fixture:

Washing Machine: on the side or behind washer, recessed in the wall.

Kitchen Sink, Dishwasher, and Ice maker: under the sink & behind the refrigerator.

Bathroom Sinks: under countertop.

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Tub & Shower: screws behind the escutcheon plates at faucet.
Commodes: back of commode, near the floor.

Owners/residents are responsible to make sure that no appliance is left on when there is no responsible person in the unit to supervise.

XX. RULES FOR WORKMEN - CONTRACTORS - MOVERS

1. All workmen must check in with the WPAC Manager or Courtesy Staff to sign in and obtain a badge to wear while in the building. The badge must be returned to the Courtesy Staff before leaving the building. Admittance will be allowed if:
 - a. authorized person is in unit to allow admittance,
 - b. management is contacted by the Owner in advance; and
 - c. proper supplies are present: elevator padding and proper coverage for the marble flooring and carpet.
2. Workmen may take the elevator to their desired floor, however, workmen carrying any equipment or repair material may not use the elevator if it is occupied by an Owner, resident, and/or guest.
3. Heavy deliveries and move in/out requiring several elevator trips must be cleared with the WPAC Manager, as far in advance as possible.
4. If the weight or the size of an article exceeds the elevator limit, those articles must then be delivered using the stairwells. The elevator limit is 3,000 pounds.
5. Repairs and move-in or move-out to an individual unit shall not be permitted on the same day. All repairs should be performed before or after a move date.
6. Workmen will refrain from tracking debris onto the corridors, elevators, and common areas. Owners are responsible for any subsequent clean up or damages caused to common areas by their contractors immediately after their departure each day.
7. Workmen are responsible for removing all of their trash from the building and from the premises. Under no circumstances is trash to be put down the trash chute, in the trash room, or in the dumpsters.
8. When painting and/or floor re-finishing is to take place in a unit, the following procedures are required:
 - a. Turn off all air conditioning controls.
 - b. Open door(s) to balcony(s), and windows on exterior units.
 - c. Tape all vents and door "cracks".
 - d. Use exterior extractor fans.
9. Never spray any paint or paint products. Paint must be applied by roller or brush only.

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10. The use of lacquer or lacquer thinner is prohibited. The use of water based latex paint for all in-unit painting is strongly recommended. If other than water base paint is used prior approval must be obtained from the management office. If such approval is given and the work results in high level of obnoxious odors and complaints, the WPAC Manger is authorized to shut down the job until resolution can be made.
 11. Repairs and construction are not allowed before 9:00 AM or after 5:00 PM Monday through Friday. Repairs and construction are not permitted on weekends or on holidays.
 12. The WPAC Manager must be notified (713.780.7115) if it is necessary to turn off water for plumbing modifications within the unit. This notification must be made as far in advance as possible so other residents can be notified as to time and length of time required for these service outages.
 13. Only individuals licensed by the City of Houston may perform plumbing and electrical modifications.
 14. Any violation of these rules will result in the work being stopped until the violation has been corrected.
 15. All damages caused to common elements of building by Owners/residents or their workmen will be billed to the Owner.
 16. All contractors are required to have general liability insurance and workman's compensation coverage with minimum policy limits of \$1,000,000.
 17. All service vehicles must be parked along the south fence of the property. No parking in front of building guest area or the vehicle will be towed without warning.
 18. The Owner or resident of the unit are required to ensure that workmen do not throw or pour paint or other materials down the city storm drains or anywhere else on the property. This is against the law and the City of Houston and/or the EPA will fine the Owner of the unit and charge the Owner for the cost of cleanup.

XXI. IN CASE OF FIRE

It is the Owner/resident's responsibility to obtain a copy of the Fire Safety Plan Instruction Booklet from the management office and read it carefully so as to be aware of all fire emergency regulations. You must sign a receipt for this Fire Safety Plan Instruction Booklet.

In the event of fire in your unit, call the FIRE DEPARTMENT (911), from a safe location. When you place the call, be sure to give the floor and the unit number, as well as 661 Bering Drive high-rise address and zip code number 77057.

NEVER USE THE ELEVATORS WHEN THERE IS A FIRE IN THE BUILDING.

If the Fire Alarm is not sounding pull one of the Fire Box Pull Stations – there are two on each floor, outside the '11 units and outside the '07 units. This will activate the general building alarm, starting all strobe lights and horns.

Quickly evacuate your apartment. Close the door behind you if you can do so safely, but leave it UNLOCKED for each access by firemen. Always exit the building by the stairwell farthest away from the fire.

If you are handicapped, and can do so safely, go to a fire exit/stairwell farthest away from the fire and wait for a fireman to help you. The Association Fire Safety Plan states:

Persons having any mobility impairment need to be considered prior to any need for evacuation. It is necessary for Courtesy Desk Personnel to notify the Safety Director of any mobility impaired guests that may require special assistance in the event of an evacuation. A list must be maintained and updated as necessary.

Mobility impaired occupants may require special assistance in the event of an evacuation. Occupants not requiring assistance should evacuate first. This avoids the possibility of persons in need of assistance being bumped and/or falling down, thus slowing evacuation and/or causing injury. If there is any evidence of fire, persons having mobility impairment should be positioned near the fire exit/stairwell that is located farthest away from the fire. If fire conditions pose a personal threat, the person assisting should enter into the exit/stairwell with the person needing special assistance and wait for the Fire Department. If fire conditions pose a personal threat in the stairwell, the mobility impaired person should be evacuated to a safe location. The person assisting, shall have someone notify the fire department the location of all mobility-impaired occupants that have required special assistance in evacuating the affected areas of their location.

It is your responsibility to see that WPAC Management and staff are aware of any impaired guests in the building.

The two Fire Hose cabinets on each floor contain General ABC Fire Extinguishers. These are all purpose, dry chemical fire extinguishers which extinguish wood, papers, rubbish, combustibles, burning liquid and electrical fires.

A copy of the Fire Regulations and a building diagram is maintained at the front desk for immediate access by fire department personnel entering through the main building entrance.

The Association maintains a smoke detector just inside the door of each unit per City of Houston code requirements. Owner/residents are responsible for installation of additional smoke detectors inside the unit, which is strongly recommended. Smoke detectors should be tested periodically to insure that they are working properly. The Houston Fire Department recommends that batteries be changed once a year.

To prevent building fires, please ensure that all candles, incense, cigarettes, etc. are completely extinguished before leaving your unit. Never leave any burning item unattended. Small

appliances such as coffee pots, toasters, etc. can ignite. WPAC management suggests they be unplugged when leaving your unit.

XXII. POWER OUTAGES - EMERGENCY GENERATOR

In the event of a power outage, the emergency generator is designed to start automatically, providing power to some common area lights in each corridor, exit lights, stairwell lights, entry key pads, and elevators. It will not operate the cooling towers or furnish electrical energy to individual units. It will not power pumps providing water to individual condominium units.

It is recommended not to use the elevators during a power outage, use the stairwells until power is restored.

It is advisable to turn your A/C-heat pump thermostat switch to OFF until power is restored. If your unit does not turn on when power resumes, turn the switch to OFF again - pause - and then turn it on. It should then operate properly.

XXIII. SEVERE WEATHER & DISASTER SITUATIONS

Disaster preparedness begins with you, the individual. The Association and management will take appropriate steps for protection of life and property, but shall not accept liability for individuals during a disaster and/or severe weather emergency.

Should Owners/residents expect to either shelter in place during emergency situations, or to evacuate, per the City of Houston Office of Emergency Management and the American Red Cross, the Association recommends you to take these common sense actions: there are six basics you should stock for your home - water, food, first aid supplies, clothing and bedding, tools, and emergency supplies, and special items. Keep the items that you would most likely need during an evacuation in an easy-to carry container (a large, covered trash container, a camping backpack, or a duffle bag).

Details on contents of a disaster supplies kit can be found at the American Red Cross website: www.redcross.org/services/disaster

Seniors and residents with disabilities should review the American Red Cross/FEMA procedures and tips booklet (copies available in WPAC management office). The Association does not have adequate staff to provide extra assistance for seniors and residents with disabilities. Please ensure that you have made appropriate planning arrangements with family, friends, personal employees, or Houston community authorities in the event of an emergency.

Residents shall close all exterior windows or sliding doors when necessary to avoid possible damage from storms or the elements.

In the event of a Tropical Storm or Hurricane Watch or Warning, residents will be notified, at the appropriate time, to remove ALL items from exterior balconies and patios. There are no exceptions to this rule. Failure to do so will result in fines per the Rules Enforcement Policy. Failure to do so will put your neighbors in danger.

City of Houston police or other City of Houston/Harris County authorities will survey neighborhoods when Tropical Storms and Hurricanes threaten, and will require management to remove any items remaining on the exterior balconies and patios.

Should a resident not be capable of complying with the removal order, they should notify management as far in advance as possible, that assistance is required. As the WPAC staff will be occupied with common element protection efforts, residents needing assistance are requested to make arrangements with friends, family, or personal employees for assistance when possible.

Owner/residents not in residence during storm season (June through November) are requested to remove balcony items when not in residence, or to provide protective materials inside the unit, in plain sight, such that management can place balcony items on same. The Association and management shall not be liable for damage caused by removing items from balconies and patios, or damage to items left on patios or balconies when severe weather threatens.

XXIV. POOL/SPA

THERE IS NO LIFEGUARD ON DUTY AT THE POOL/SPA AT ANY TIME RESIDENTS AND GUESTS SWIM AT THEIR OWN RISK. Refer to the Waiver and Release of Liability for Pool Parties, in the Appendix attached to these Rules.

Pool/Spa Rules

1. Proper attire must be worn to and from the pool/spa, and residents must make sure to dry off before coming back into the building.
2. Absolutely no glass containers in the pool/spa area.
3. Absolutely no pets in pool/spa area.
4. Horseplay or running will not be tolerated.
5. Swimsuits must be worn in the swimming pool/spa.
6. Swim at your own risk. The Association and management are not responsible for accidents or injuries.
7. An adult must accompany all children under 14 years of age.
8. Diving or jumping into the pool/spa is prohibited.
9. Only four (4) guests per unit are allowed, except with permission from the WPAC Manager.
10. If you have five (5) or more guests at the swimming pool you must sign a waiver and release of liability.
11. Residents using the pool/spa and pool area after 9:00 p.m. are requested to do so in a quiet manner in consideration of those who retire early.
12. Please use the receptacles that have been provided for beverage cans and other refuse.
13. Private pool parties are not permitted without approval of management.
14. The Association sponsored functions may be held in the pool/spa area.
15. No children under fourteen (14) years of age are allowed in the spa.
16. Smoking is not permitted in the pool/spa area at any time.
17. No scuba diving is allowed in the pool/spa at any time.

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18. Since there is no lifeguard on duty, it is recommended that residents and their guests refrain from swimming alone.
19. DO NOT USE THE SPA IF THE WATER TEMPERATURE IS ABOVE 104 DEGREES FAHRENHEIT (40 Degrees centigrade).
20. If you are pregnant, do not use the spa without medical consultation. Hot water limitations vary from person to person.
21. If you suffer from heart disease, diabetes, high or low blood pressure or other health problems, do not enter the spa without prior medical consultation and permission from your doctor. Overexposure to hot water may cause nausea, dizziness and fainting.
22. Do not use the spa while under the influence of alcohol, narcotics, or other drugs that cause sleepiness, drowsiness, or raise/lower blood pressure.
23. Enter and exit the spa slowly.
24. Do not place electrical appliances (phones, radios, TV, etc.) within five (5) feet of the spa or pool.
25. Do not operate the spa during severe weather conditions, e.g. electrical storms or tornadoes.

XXV. TENNIS COURTS

Tennis Court Rules

1. Anyone playing tennis must wear regulation tennis shorts, shirt, or dresses and tennis shoes.
2. Players may not wear swimwear and may not wear track or other kinds of shoes which can damage the court surface or cause injury.
3. Non-residents and houseguests may use the courts only if playing with a condominium resident.
4. No glass containers are allowed on the courts.
5. No smoking permitted on the courts.
6. Players must dispose of all trash before leaving the courts.
7. Players must pick up all tennis balls before leaving the courts.
8. Children under the age of 14 years must be accompanied by an adult on the courts.
9. Management is not responsible for accidents or injuries on the courts.
10. Close umbrellas on tables before leaving the courts (even if you did not open them).

XXVI. OUTDOOR KITCHEN

Reservations are required to use outdoor kitchen. The reservation book is at the Courtesy Staff's desk. Please call 713.780.7115. The outdoor kitchen area can only be reserved for a maximum of 4 hours at a time.

A \$75 deposit (check only, payable to "WPAC") is required at the time of reservation.

The Courtesy Staff or Maintenance Staff is required to ensure you are properly trained on how to work outdoor kitchen equipment. After training, the "Outdoor Kitchen Acknowledgement" form must be signed acknowledging that you have received appropriate instruction. The

Outdoor Grill Instructions and the Outdoor Kitchen Acknowledgement are attached to these Rules in the Appendix.

You are responsible for cleaning the outdoor kitchen area when finished using it.

You are responsible if any equipment is damaged.

When you are finished using the outdoor kitchen area, the Courtesy Staff or Maintenance Staff will inspect the area. All equipment must be working properly and the area must be clean. If the area is not clean, the \$75 deposit is forfeited. If any of the equipment is damaged, you will be responsible for the repair and our deposit will not be returned. If the cost of the repair exceed \$75, you will be billed any excess charges.

Management is not responsible for accidents or injuries caused using the outdoor kitchen.

XXVII. FITNESS CENTER

1. All residents must register with the front desk before each workout.
2. A release form must be signed before a key to the fitness center will be provided.
3. Fitness center use is limited to resident and their authorized guests. All guests MUST be accompanied by a resident.
4. Children between the ages of 14 through 17 who are properly registered, and accompanied by a resident, are allowed in the fitness center.
5. To insure your safety, please see your physician BEFORE beginning a workout program.
6. Before using any piece of exercise equipment, carefully read instructions provided as to its proper operation. Then, follow instruction completely. Observe any "WARNING" or "DANGER" described.
7. Improper use of exercise equipment may result in injury.
8. Always use a spotter if you are not sure you can safely complete your repetitions.
9. Allow others to work in fitness center or tell them how long you will be on a machine. Please limit time on cardio equipment to thirty (30) minutes.
10. Defective, broken or worn parts needing repair or replacement must be reported to the management office or front desk immediately.
11. Horseplay, boisterous behavior, throwing of objects, unnecessary noise (including stereos WITHOUT headphones) are prohibited in the gym.
12. Food, pets, beverages (other than water) and smoking are prohibited in all the areas of the fitness center. Please wipe up any spills.
13. Shirts and shorts or pants and proper footwear (no open toes) MUST be worn in the fitness center at all times. No bare feet are allowed. Bathing suits, sandals, robes, etc. are not appropriate attire for working out on any of the equipment.
14. Always take a towel with you while you exercise and always wipe off equipment after finishing. Wipes are also provided in the fitness center for your convenience.
15. Place free weights back on the rack in the correct order. Please DO NOT remove any equipment from the fitness center.
16. Please remember to remove any personal items from the fitness center.
17. Management is not responsible for any injuries or theft of personal property.

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XXVIII. PETS

Exhibit e, No 24 of the Condominium Declaration for Woodway Place Atrium states:

Pets may be kept or housed in the building expressly permitted in writing by the Board of Managers or WPAC Manager. Each Owner who desires to keep a pet in the building shall apply in writing to the Board of Managers for permission to keep such pet, which permission shall not be unreasonably denied. In no event shall any pet be permitted in any of the public portions of the building, or on the grounds surrounding the building unless carried or on a leash. Each Owner who keeps a pet in the building shall indemnify and hold all other owners harmless against any loss or liability of any kind or character whatsoever arising from or as a result of having such pet in the building. If a pet soils the area in the atrium, disturbs other owners by barking or biting or in any other way becomes obnoxious, the Board of Managers or the WPAC Manager will give written notice to the owner of such a pet, to clean such soiling and to cause such annoyance to be discontinued and, if such annoyance is not discontinued and corrected, the Board of Managers may revoke its permission to keep the pet in the building and the pet shall be removed from the building.

Pet Rules

1. No more than two (2) condominium appropriate sized/behaved pets shall be permitted within a condominium unit.
2. Pet should be a weight and size such that their presence is not overbearing when transiting common areas.
3. Pets considered dangerous breeds by the Insurance National Association will not be allowed in the building. A list of these breeds is available from management.
4. Pets kept in small aquariums or cages may be kept to a limited extent to be determined by the Board of Managers.
5. Owners are responsible to see that their dogs are not left to bark for any length of time. If a pet creates a nuisance, odor, unreasonable disturbance, or noise, the owner having control of the animal will be given written notice by the Board of Managers to correct the problem. If the problem continues after repeated warnings, the owner will be asked to remove the animal or be fined per the rules enforcement policy.
6. Except within a residence, pets must be carried or held on a short leash (approximately 6 feet or less) and attended by a responsible person at all times while on Association property.
7. City regulations prohibit pets in the pool/spa area.
8. Pets are not permitted ingress or egress to the building through the main front entrance door.
9. All dogs and cats must be current on inoculations (rabies, DHLPP, parvo, etc.). The Association may require verification of such at any time.
10. Pets are not to be left unattended on balconies or patios. Feeding of any type of pet, bird or other animal in these areas is prohibited.
11. A litter box is not permitted on a balcony or patio at any time.

12. Pet owners are responsible for repairing, replacing or cleaning all common area property soiled or damaged by their pet.
13. A pet application is attached to these regulations. To keep a pet, you must complete an application and submit it to the WPAC Manager for presentation to the Board of Managers for approval.
14. The Board of Managers may revoke permission to allow a pet owner to keep a pet on the premises if violations of the above regulations occur.
15. There is a designated area on the property to walk your pet – the WPAC Doggie Park. The entrance is on the south side of the garage. Behind the garage is a fenced play area where pets may play off leash.

Utilization of this park requires familiarity with the WPAC Doggie Park Dogma Rules and Regulations:

- a. The City of Houston requires that everyone who owns, keeps, possesses, feeds or has control over any dog or cat within the city limits must license their pet. Users of the WPAC Doggie Park must be in compliance.
- b. Dogs must be free of contagious disease, fleas, and ticks. Dogs in heat are not allowed in the WPAC Doggie Park.
- c. While it is permitted that your pet “go” in the designated park area, IT IS NOT PERMITTED that solid waste be left in the area. Please ensure that it is picked up! Bags on Board containers that clip onto your leash are available in the WPAC Manager’s office, and one will be clipped to the fence. Why ... pet waste smells bad; pet waste is unhealthy; It is the right thing to do and only considerate behavior for pet owners as to the condition of the park for other users, our parking neighbors to the south, homes behind us, and our residents parking in the garage on the 1st floor.
- d. Park users are responsible for policing trash, litter, etc. in the park area. Even if you didn’t drop it – help us maintain a clean and safe place by picking it up.
- e. All dogs must be on leash unless they are in the fenced play area.
- f. Always make sure both play area gates are closed at all times.
- g. Never leave your dog unattended!
- h. All dogs must be under the control of an adult (18 years and older).
- i. Dogs exhibiting any signs of aggression must be leashed and immediately removed from the play area.
- j. Use of the WPAC Doggie Park is at your own risk!
- k. Dog owners/handlers are responsible for the actions and behavior of their dogs at all times!
- l. Cats and other pets welcome. WPAC not liable if pets are injured in the WPAC Doggie Park.

A complete copy of the WPAC Doggie Park Dogma is attached to these Rules in the Appendix.

XXIX. BALCONIES & PATIOS

Patios and balconies are limited common elements and are subject to the control of the Association. The Board of Managers will consider any reasonable request for certain decoration

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or plants to be placed on individual patios or balconies upon written application from the Owner and approval of the Board of Managers.

1. As per the Declaration, no furniture or things shall be placed on the balcony adjacent to an apartment, which may be seen from the street (north and west exposures) except with written consent of the Board of Managers.
2. Plants in the ground floor patios shall not encroach on units above or threaten damage to the building structure. The Association reserves the right to trim or remove any plants in violation of this rule.
3. Plants must be maintained and free of disease.
4. Dying, disease/insect infested, and/or dead plants must be removed from patios and balconies promptly.
5. No hanging baskets attached to patio/balcony ceiling, walls, or railings are permitted.
6. No drilling is permitted on patio/balcony ceiling, walls, or railings.
7. The installation of shelves or supports to patio or building walls is not permitted.
8. No painting of walls within the patio/balcony is permitted.
9. Only garden-type or holiday lighting can be placed in the patio areas. No lighting may be installed in patio/balcony ceilings or walls.
10. If a resident notices any rodents or evidence of same, notify the WPAC Manager immediately. It is the responsibility of the Association management to control rodents of any kind in the common areas.
11. Any vine/ivy/climbing type plants growing on patio/balcony walls and railings must be moved at owners' expense when maintenance/painting so requires.
12. Water may not overflow off balconies at any time for any reason other than natural precipitation. Residents must ensure appropriate containers for plants prevent overflow. Residents and their employees/contractors are required to prevent any water overflow from cleaning, maintenance, and/or construction.
13. No debris, dust, dirt, etc. may be swept over the side of patios or balconies at any time.
14. Patio/balcony furniture shall be white, beige, black, or brown in color.
15. Patio/balcony furniture shall be what is reasonably considered to be garden-type outdoor furniture (i.e. no upholstered pieces, mattress-type futons, etc.) *(prevents rodent/insect infestation, bird/squirrel/bat nesting; conforms with atrium décor)*
16. Patio/balcony furniture shall be in "use" position, not stacked or stored.
17. Repair to damaged or inoperable patio door screens is the responsibility of the Owner. Damaged and/or unsightly patio door screens must be repaired or removed.
18. No cooking or placing of any cooking device in the patio or on a balcony is permitted per City of Houston Fire Code.
19. No pets allowed on patios or balconies unless accompanied by Owner/resident.
20. No pet, bird or animal feeding or breeding is allowed on balconies. Inform management immediately of any pigeon or other animal nesting.
21. The weight of items on balconies must not exceed 550 pounds. This limit applies to both interior and exterior units.
22. Balconies cannot be used as storage areas for any cleaning apparatus or supplies, tools, gardening equipment, construction apparatus, tools, or supplies, trash, or any unsightly items for any length of time.
23. Drying clothes or linens, clotheslines, wet mops, etc. are not permitted on patios/balconies for any length of time.

24. No recreational or exercise equipment is allowed on patios/balconies at any time.
25. Smoking is not permitted on the inside atrium balconies.
26. Smokers on outside balconies are not permitted to discard butts onto the property.

XXX. NOISE

Should any loud, excessive, or annoying sounds be emitted from a residence unit so as to cause complaints to be filed with the Board of Managers or management and staff by other residents, the Owner/resident of such residence unit shall take all steps necessary to eliminate such excessive noise.

To reduce the level of noise transmitted through the residence structure as a result of parquet, hardwood, tile, or other hard-surfaced floors, at least seventy-five percent (75%) of the floor area of all rooms in a residence unit (other than kitchens and bathrooms) shall be carpeted or covered by area rugs or a sound deadening under or other sub flooring material as approved by the Board of Managers. All new installations of wood, laminate, or tile floors must have soundproofing underneath approved by the Board of Managers.

Audio and video equipment must maintain a sound volume low enough not to disturb other residents.

Musical instruments (manual and electronic) must maintain a sound volume low enough not to disturb other residents. Musical instruments may not be played after 9:00 p.m. or before 9:00 a.m. without Board of Managers or WPAC Manager approval.

XXXI. LEASING

As provided in the Amended and Restated By-Laws of the Association, no more than fifteen percent (15%) of all units in Woodway Place Atrium may be leased or occupied by non-unit Owners (referred to in this section as "Tenant" or "Tenants.")

A unit Owner must submit a background check to the Board of Managers for all prospective Tenants over the age of eighteen (18) years old, prior to a Tenant occupying a unit.

A unit Owner must submit a credit check to the Board of Managers for all prospective Tenants prior to a Tenant occupying a unit.

All leases must set a lease term of a minimum of one (1) year.

XXXII. GENERAL COMMON AREA & COMMUNITY RULES

Operation and maintenance of building systems and equipment is the responsibility of Maintenance Staff (porter, grounds person, general maintenance person). These systems and equipment affect the safety and comfort of all residents and include the central air conditioning system, garage, grounds, roof, tennis courts, pool, spa, and all lighting throughout the property.

These WPAC employees may not be utilized for individual personal services and/or repairs inside units, other than specific duties and tasks as outlined by the Management. Should specific duties inside units be so designated, they will be completed as scheduled by Management. Prior to scheduling any duties a "Work Authorization" form must be on file and a "Request/Work Order" form must be submitted to the management office. All property and building issues requiring Maintenance Staff will always take priority over such designated tasks, occasionally resulting in scheduling delays. If timing issues arise, Residents are requested to contact Management. WPAC maintenance personnel are not authorized to provide any of the above information.

Per City of Houston Fire Code and Association liability insurance requirements, all walkways around the building and garage and to the entrances, elevators, and stairways of the building and garage, and the hallways and corridor entrance to each unit shall not be obstructed or used for any purpose other than ingress to and egress from the residence units.

No door mats, decorative items, or other such articles may be placed or allowed to remain in the unit entrances, hallways or stairways of the building. No articles are allowed on the walkway around the building.

Owners/residents, their families, guests, employees, visitors, or licensees shall not at any time or for any reason whatsoever enter or attempt to enter upon the roof of the building.

Children, adolescents, and adults are not permitted to play in the garage, lobby or driveways, outside common areas (pool/spa, tennis courts excepted), entrances, stairways, hallways or elevators of the building.

No bicycle riding is permitted in the garage or driveway (except when exiting/entering the property).

No children are permitted on the elevators without the presence of an adult.

No resident shall produce or permit to be made any noises or noxious odors that disturb or will disturb or annoy occupants of the residence units, or do or permit anything to be done therein, which will interfere with the rights, comfort, or convenience of other owners/residents.

Trunks, furniture, appliances, and heavy trash shall be taken in and out of the building at an approved times designated by the Board of Managers or the WPAC Manager for that purpose, and through the service entrance only. No resident shall do any act or place any object in his residence unit which would create a structural hazard, or endanger the structure of the building, or adjacent residence units.

No shades, awnings, reflective window film, window guards, ventilators, fans or air-conditioning devices shall be installed or used in or about the building, common elements or balconies except such as shall have been approved in writing by the Board of Managers or WPAC Manager. If the Owner shall fail to keep any such approved device in good order, repair, and appearance, the Board of Managers or WPAC Manager may remove such device, charging the cost of removal to the Owner, and the device shall not be replaced until it has been

put in a proper condition, and only with the further written consent of the Board of Managers or WPAC Manager.

No window treatments shall be permitted if the Board of Managers determines that such treatments cause an unsightly detraction from the exterior or interior appearance of the building. The side of curtains or blinds facing the exterior of all units must be white or light beige (same color as the building façade).

No sign, notice, advertisement, or decoration shall be inscribed, or imposed on, or projected from any window, door or other part of the building except such as shall have been approved in writing by the Board of Managers or WPAC Manager.

No radio or television antenna devices shall be attached to or hung from the exterior of the building. (Satellite dishes must be approved by the Board of Managers or WPAC Manager and cannot be attached to the building in any way.)

Owners are reminded that alteration and repairs to the exterior of the building, balconies, patios, and common elements is the responsibility of the Board of Managers. No Owner shall do any painting or decoration of the building exterior, nor make any alterations or construct any improvements to the building exterior, or any of the common elements.

All damage to the building or common elements caused by the moving or carrying of any article therein shall be paid for by the owner responsible for the presence of such article.

No resident shall use or permit to be brought into or stored in the building or garage any inflammable oils or fluids such as gasoline, kerosene, naphtha, benzene or other explosives or articles deemed hazardous to life, limb or property without, in each case, obtaining written consent of the Board of Managers.

No resident is allowed to wash his/her car on the premises.

No Owner or resident shall engage any employee of the Association or WPAC Manager for any private business of the Owner or resident during normal working hours without prior written consent of the Board of Managers or WPAC Manager.

No smoking is permitted in any of the common areas (such as the atrium lobby, hallways, stairways, WPAC Manager's office, employee lounge, mailroom, restroom, elevators, interior balconies, garage, pool/spa area, or tennis courts).

No structural or installation changes of any kind may be made in a residence unit without written consent of the Board of Managers. Written request and plans must be submitted for prior approval using the required Revocable License and Application Forms.

The Declaration and Bylaws state that in the event an Owner sells or leases his unit, the contract must be posted for the first right of refusal for (10) days.

A condominium unit must be used solely as a single private family dwelling. Units are not be used to perform any kind of business, and should not be listed in the tax rolls as a place of business. A unit may not be occupied, meaning residing in a unit for thirty (30) consecutive days or more, or sixty (60) days or more in any twelve (12) month period, by more persons than the product of the number of bedrooms in the unit times two (2), unless higher occupancy is mandated by public agencies that enforce compliance with the familial status protection of the Fair Housing Act. The Association may prohibit occupancy of a unit by a lessee or other occupant who the Board reasonably determines is a direct threat to the health or safety of other persons, or whose occupancy would result in a substantial physical damage to the property of others.

Each Owner and resident shall comply with any and all applicable laws, rules, ordinances, statutes, regulations, or requirements of any governmental agency or authority with regard to the occupancy and use of a condominium unit.

These rules may be added to, amended, or repealed at any time by the Board of Managers.

Owners shall be held responsible for the action of their children, tenants, employees, agents, invitees, deliveries, contractors, and their guests.

Any consent or approval given under these rules by the Board of Managers or WPAC Manager shall be revocable at any time.

Complaints regarding the building services, grounds or regarding actions of Owners or residents must be made in writing to the WPAC Manager.

An individual who purchases a condominium at the Woodway Place Atrium is required to contribute to the Woodway Place Atrium Reserve Fund. This contribution is non-refundable and is calculated by taking the current monthly maintenance fees for that particular unit and multiplying that amount by two. Payment must be made prior to the transfer of property or to be included in the closing process.

Send payments to:

Woodway Place Atrium Condominium
Attn: Management Office
661 Bering Drive, #107
Houston, Texas 77057

PLEASE NOTE: These Rules may be added to, amended, or replaced at any time by the Board of Managers. Any changes shall have the full force and effect of the rules now in effect unless specifically revoked by the Board of Managers.

XXXIII. RULES ENFORCEMENT POLICY & PROCEDURES

All of us contribute to creating an enjoyable residential property and community in which we take pride.

In any community, it is necessary to have rules and policies to:

- preserve, maintain, and protect the privately and commonly used property;
- ensure safety of residents, employees, and guests; and
- provide an amicable community atmosphere.

While occasionally these rules may conflict with the desires of an individual, they exist for the common good of the community. These rules and policies are implemented with the best sense of fairness and good faith possible. All residents are provided with copies of the Declaration, current Bylaws, and Rules & Regulations Woodway Place Atrium Condominium Association. Copies are also available on the Association's website and from the management office. It is the *responsibility* (as well as expected civilized courteous behavior) of each individual resident to understand and follow these rules.

Procedures

When a situation arises where Association rules appear to have been violated causing a safety hazard, inconvenience, or disturbance for residents, guests, and staff, this incident must be reported to the WPAC Manager within ten (10) days of the occurrence. If the WPAC Manager determines a violation has occurred, the following warning and fine policy procedures will be pursued:

1st Violation: Verbal Warning from WPAC Manager or agent

WPAC Manager logs 1st verbal warning given; including date, time, location, parties present, and any other relevant circumstances.

If infraction committed by Owner or tenant, warning given to Owner or tenant.

If infraction committed by guest, visitor, minor, employee, etc., verbal warning given to same if possible; verbal notification also given to Owner/tenant responsible for guest, visitor, minor.

2nd Violation: Verbal warning from WPAC Manager or agent

If infraction committed by Owner or tenant, written warning given to Owner or tenant; copy of written warning also sent to Owner if infraction committed by tenant.

If infraction committed by guest, visitor, minor, employee, contractors, etc., written warning given to same if possible; written notification also given to Owner/tenant responsible for guest, visitor, minor, employee, etc.

All written notices of violation to Owners will be sent to current mailing address provided to the Association by Owner. Owners are responsible for providing current address information to the Association.

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Written notice shall describe the violation, state reasonable time for violation to be corrected (if violation is an infraction requiring such action) prior to 3rd violation notice and assessment of fine(s), and shall state fine will be assessed if correction not made.

3rd Violation: \$200.00 Fine Assessed

Subsequent Violation(s): \$400.00 Fine and Attorney Fees Assessed

Procedure to Assess 3rd Violation Fine:

WPAC Manager will submit a written report of the violation of the Board of Managers for review in Executive Session, and simultaneously send notice of the violation and procedures to request opportunity to be heard by the Board of Managers to the violator. Said violator must meet with or provide written statement within thirty (30) days of receipt of 3rd Violation notice. Violator may bring witnesses to the meeting, may be represented by another person, or may choose to provide written communication. The Board of Managers, sitting in Executive Session, will determine whether the fine is to be levied. Should such a decision to be made, the WPAC Manager will send notice of same to the violator and fine must be paid within thirty (30) days of such notice.

Subsequent Violation(s)

The Determination Procedure shall be the same as for a third violation, however the fine will be \$400.00. If subsequent violations occur, the Board of Managers may also seek a Judicial Order enjoining any such continuing or future violation after the 4th violation. In the event of Judicial Action, the violator will be responsible to pay reasonable Attorney's Fees and Court Costs.

Collection of Fine

Fines are Collectible as are Maintenance Assessments. A fine must be paid within thirty (30) days after it is levied by the Board of Managers. If a fine becomes delinquent and/or uncollectible, a lien for the amount of the fine(s) will be filed against the Owner of the residence answerable for the violation.

Please Note: Management and the Board of Managers sincerely hope it will not be necessary to impose fines for rule violations. Please do your part as a responsible Woodway Place Atrium Condominium resident and community member.

XXXIV. CODE OF CONDUCT

Definitions

- a. "Employees" shall mean any persons employed by the Association, including but not limited to the WPAC Manager, and all other staff hired to provide services to the Association as well as to manage, operate, and maintain the Condominium.

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- b. "Contractors" shall mean any individual or entity hired by the Association to provide services to the Association or perform work on the Condominium, including the Contractor's employees.

Courtesy

Owners and residents are representatives of the community and are expected to represent a high standard of conduct and cooperation. Owners and residents should treat Employees and Contractors with respect at all times, including, but not limited to, during all meetings, events, and interactions, whether in person, in writing, electronically or otherwise.

Prohibited

The Association prohibits, and will not tolerate, harassment of any kind against Employees and Contractors. Examples of behavior that the Association will not tolerate include, but are not limited to, profane, lewd, vulgar, abusive, degrading or other inappropriate and/or offensive language or demonstrating aggressive behavior towards Employees and Contractors.

Annoyance

Owners and residents should avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience Employees and Contractors, whether in person, in writing, electronically, or otherwise.

Authority

Owners and residents should not interfere with any work or services being performed or provided by Employees and Contractors. Owners and residents should not act in any manner which attempts to assert authority or control over Contractors and Employees on behalf of the Association. Only the Board and any Employee granted such authority at the sole discretion of the Board (i.e. the WPAC Manager) should have such authority. Any Owner or resident attempting to assert such authority will be liable to the Association for any damages and/or fines caused by such actions.

WPAC Manager Office

Owners and residents should limit the occurrence of any communication with Employees related to the maintenance, use, operation, or occupancy of the Condominium to occur only in the WPAC Manager's office. The WPAC Manager may, in his/her sole discretion, determine if there is a reasonable basis to have the communication in another portion of the Condominium.

Violation/Fines/Damage

The Board, subject to notice as may be required by law, shall have the right to impose fines for violations of the Code of Conduct according to the Association's Fine Policy. Notwithstanding such Fine Policy, the Board has the authority to set the amount of the fine as it reasonably

relates to the violation of the Policy, as determined by the Board in its sole discretion. Each day that such violation continues may be considered to be a new violation. In addition to charging fines, the Association reserves the right under the Dedicatory Instruments and/or under Texas law, to file a suit for the recovery of fines, civil damages, injunctive relief, and/or any additional damages.

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APPENDIX

- A. Waiver and Release of Liability for Pool Parties
- B. Outdoor Grill Instructions
- C. Outdoor Kitchen Acknowledgement
- D. Policies Related to Employees and Contractors
- E. Disclosure and Acknowledgement Form
- F. Individual Assistance for Building Emergency Form
- G. Vehicle Information Form
- H. Indemnity and Hold Harmless Agreement
- I. Authorization and Indemnification Agreement for Unit Access
- J. Employee-Owner/Resident Agreement
- K. Residence Entry Authorization Form
- L. Work Authorization Form
- M. Notice Regarding Condominium Concierge Services and Access Systems
- N. Doggie Park Dogma

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WAIVER AND RELEASE OF LIABILITY FOR POOL PARTIES

To the fullest extent permitted by applicable law, the undersigned Resident shall and do hereby agree to indemnify, protect, hold harmless and defend Association, its managers, officers, directors, agents, employees, contractors, and subcontractors, hereinafter referred to as "Indemnitees" from and against all claims, demands, damages, injuries, losses, liens, causes of action, suits, judgments, penalties, liabilities, debts, costs and expenses, including court costs and attorneys' fees (collectively, "Liabilities"), of any nature, kind or description, whether arising out of contract, tort, strict liability, misrepresentation, violation of applicable law and/or any cause whatsoever (including without limitation, claims for injuries to or death of any person, or damages to or loss of any property) of any person or entity directly or indirectly arising out of, caused by, in connection with, or resulting from any act or omission of regarding the use of the swimming pool and the surrounding area. THE OBLIGATIONS OF UNIT OWNER AND LESSEE UNDER THIS SECTION SHALL APPLY TO LIABILITIES EVEN IF SUCH LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE SOLE, JOINT OR CONCURRENT NEGLIGENCE, FAULT OR STRICT LIABILITY OF ANY INDEMNITEE, WHETHER PREDATING THIS AGREEMENT OR NOT, AND WHETHER OR NOT SUCH SOLE OR CONCURRENT NEGLIGENCE, FAULT OR STRICT LIABILITY WAS ACTIVE OR PASSIVE.

Resident shall inspect the pool area and make their own determination regarding the condition and safety of the pool and is not relying upon any representation by any Indemnitee to this agreement. Resident acknowledges that there shall be *no lifeguards present during their use of the pool and shall provide adequate supervision to avoid injury or damage to property.* This indemnification and hold harmless agreement shall be the obligation of the Resident whose signature is set out below and the undersigned agrees to the terms and conditions of this indemnification no matter who is injured or who has property damages as a result of the use of the pool during the period of time granted to the resident for their party.

The Resident shall provide to the Indemnitees proof of sufficient liability insurance, naming the Association and Management Representatives as additional insureds to provide financial responsibility to fund this indemnity agreement. The amount of the insurance shall be approved by the Board of Managers. However the amount of insurance coverage approved shall not serve as any limitation of liability on the part of the Resident.

The Unit Owner and Lessee shall, upon demand, reimburse and hold the Association and Management Representatives, their officers, directors, employees, and agents, harmless for any and all sums paid by the Association and Management Representatives to defend, compromise or settle any claim or action, suit or proceeding brought against the Association and Management Representatives, their officers, directors, employees, and/or agents, including, but not limited to, any injury suffered by

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an employee, owner, resident (other than Unit Owner and Lessee herein) or other persons, which results from the actions by the Association and Management Representatives lawfully taken pursuant to any provisions of this Agreement, or within the authority granted to the Association and Management Representatives, even if the injury and/or damage sustained is a result of the sole or concurrent negligence of the Association or Management Representatives; provided that nothing herein shall obligate the Unit Owner and Lessee to any liability for any willful, malicious, or illegal conduct; and, provided further, that the Association and Management Representatives may require the Unit Owner and Lessee to assume the defense thereof (subject to the approval of defense council by the Association and Management Representatives). The Unit Owner and Lessee *agrees to carry, at its own expense, necessary General Liability insurance adequate to protect the Association and Management Representatives, and will name the Association and Management Representatives as an additional insured on the policies.* The provisions of this paragraph shall survive the termination of this agreement and the underlying lease.

RESIDENT

Document: WAIVER AND RELEASE OF LIABILITY FOR POOL PARTIES, 9/95

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OUTDOOR GRILL INSTRUCTIONS

Dear Residents,

The outdoor kitchen is ready for your use. Listed below are the steps needed to reserve the outdoor kitchen area.

1st - Check availability of the outdoor kitchen area. You can reserve the grill by contacting the manager or front desk. Please call 713-780-7115. The outdoor kitchen can only be reserved for 4 hours at a time.

2nd - If the outdoor kitchen is available, the front desk staff or maintenance staff will need to ensure you are properly trained on how to work the various pieces of equipment in the outdoor kitchen area. Steps are listed below.

GRILL

- o Turn all knobs to "OFF"
- o Turn the gas switch to on. It is located on the left side, next to the grill.
- o Push and hold the ignition button, turn the grill knob to "HIGH". If the burner does not light in 4 to 5 seconds, turn the knob "OFF" and wait 5 minutes before trying again. (This is necessary to allow accumulated gas to dissipate).

BURNERS

- o Turn all knobs to "OFF"
- o Turn the gas switch to on. It is located on the left side, next to the grill.
- o Open the cover
- o Turn knob to "HIGH". If the burner does not light in 4 to 5 seconds, turn the knob "OFF" and wait 5 minutes before trying again. (This is necessary to allow accumulated gas to dissipate).

REMEMBER TO SHUT GAS OFF

3rd - After you have been trained, you will need to sign the "Outdoor Kitchen Acknowledgement" form acknowledging that you have been properly trained, you are aware you will be responsible for cleaning the outdoor kitchen area when you are concluded using the area. You will be responsible for cleaning the outdoor kitchen area when you are concluded using the area. You are responsible if any equipment is damaged and you have given the required deposit. (\$75.00 check only) *Check written to WPAC.*

4th - After you have turned in the "Outdoor Kitchen Acknowledgment Form" and Pool party waiver, the front desk staff/maintenance staff will reserve the area for you.

5th - When you have concluded using the outdoor kitchen area, the front desk staff/maintenance staff will inspect the area. All equipment must be working properly and the area must be clean. If the area is not clean, the \$75 deposit is forfeited. If any of the equipment is damaged, you will be responsible for the repair. If the costs of the repair exceeds \$75, you will be billed any excess charges.

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OUTDOOR KITCHEN ACKNOWLEDGEMENT

Date: _____

I, _____ have been trained on how to properly work all the equipment in the outdoor kitchen area.

I have given a \$75 deposit for the use of the outdoor kitchen area. I am aware that when I have concluded utilizing the outdoor kitchen area, the area will be inspected.

When I have concluded utilizing the area, I am aware I will be responsible for properly cleaning the entire outdoor kitchen area. I am aware that if the area is not clean, the \$75 deposit will be forfeited.

I am aware, that if any equipment is damaged, I am responsible for the repair of such equipment. I am aware my deposit will not be returned. Any excess repair charges above the initial \$75 deposit will be billed to me. I am obligated to pay the repair charges by the 5th day of the month following the date of billing.

_____ I will be utilizing the outdoor kitchen utensils given to me and I am aware the need to be returned in the same condition I received them.

_____ I will require the use of the hospitality service cart to bring my food/beverage items on to the grill area.

I have signed the Waiver & Release for Liability for Pool Parties.

Print Name

Signature

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TO: Construction Personnel Cc: Woodway Place Atrium Homeowners
Maintenance/Service Personnel

FROM: WPAC Management

Prior to performing work of any nature within the Woodway Place Atrium, please be aware of the following rules and regulations:

- 1) All work being done in the building needs prior work authorization approval from the Property Manager.
- 2) No construction, renovation, or service work is permitted to be performed within the building except between the hours of **9:00 am to 5:00 pm, Monday thru Friday, excluding Holidays.** (You must be out of the building at 5:00 pm so it will be necessary to gather your supplies prior to this time).
- 3) Guest parking is limited. Please cooperate by parking vehicles at the side of the building. Do not park in the dumpster area or the red "fire lane" zones. **YOU WILL BE TOWED WITHOUT WARNING.** Keep in mind, this area is utilized on a "first-come, first-serve" basis. Please work with other personnel who utilize this area also.
- 4) **All personnel must enter and exit the building at the service entrance located at the side of the building.** You must sign in/out and provide proper ID with the Concierge at the front door. The Concierge will give you a badge that you must wear on property at all times.
- 5) We do not have a service elevator. You will be using the passenger elevator (north). Prior to bringing in materials and equipment, you must notify the Courtesy Officer/Concierge so that padding may be placed in the elevator to protect the walls and flooring. You must have proper materials to protect the marble flooring on the first floor and the carpet from the elevator to the unit you are working in.
- 6) Any work creating dust or fumes (sheetrock repair, carpentry, concrete drilling, carpet installation, cabinet work, wet sawing, painting, etc.) may cause a smoke alarm to sound. Doors to units where this type of work is taking place must remain closed and well sealed at all times. The manager must be informed for the nature of the work prior to

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commencing. A walk off mat must be utilized to prevent debris from depositing in the corridors. ***Do not leave a trail of dust, paint, etc. through the corridors of the elevators.***

- 7) Any work creating smoke or heat (i.e. welding or wallpaper steam removal) will also cause a smoke detector to sound an alarm. The manager must be informed of this type of work in advance. Safety rules must be observed, including a supervisor in the unit when this work is performed. For the exterior units, ventilation to the outside by use of the balcony doors and fans is needed. For the interior units, fans should be utilized.
- 8) Please be aware when installing flooring. A sound deadening acoustical device or pad must be installed underneath the flooring to eliminate noise transmit ion to the unit below. If this is not done prior to installation, you may be required to remove the material and re-install properly.
- 9) **PLUMBING – plumbing repairs and/or installations requiring shutting off of the water must be performed by a licensed plumber from the approved vendors list and scheduled in advance with the building manager.** Any work requiring access to the plumbing inside the wall will need to be done by Gemini Plumbing. The building pipes are epoxy lined and work can only be done by this licensed plumber. **ANY PROBLEMS CAUSED BY SHUTTING OF THE WATER MUST BE REPAIRED BY THE UNIT OWNER REQUESTING THE SHUT OFF. (THIS INCLUDES CLEARING SEDIMENT FROM THE LINES IN OTHER UNITS.) IF YOU HAVE ANY QUESTIONS REGARDING PLUMBING, PLEASE ASK BEFORE YOU ACT!**
- 10) **AIR CONDITIONERS - A/C service personnel should be cleared through the management office. A/C service personnel should use extra care while working on the air conditioning units. The A/C recirculation lines are located within the air conditioning closets and are fitted with shut-off valves and strainers. Extreme care should be used when working on these lines; you will be responsible for any repairs/damage caused due to work being performed in this area.**
- 11) All contractor debris must be removed from the property. **DO NOT PUT DEBRIS IN OUR DUMPSTERS, DOWN THE TRASH CHUTE, OR IN OUR DRAINS.** It is a federal offense to pour materials down a storm drain. If you are sighted breaking this rule, you will not be allowed to work on this property from that point forward into the future. We also reserve the right to report you to the proper authorities.
- 12) **CLEAN UP AT THE END OF EACH WORK DAY.** You must be out of the building by 5:00 pm; you will need to start your clean-up so that you can be out of the building at that time.

Should you have any additional questions, please consult the concierge or management office.

Thank you for your cooperation!

**INSURANCE REQUIREMENTS
FOR
CONTRACTORS AND DESIGN CONSULTANTS
WOODWAY PLACE ATRIUM CONDOMINIUM ASSOCIATION**

A. Contractor shall, at its sole cost and expense, maintain in effect at all times insurance coverages of the types and with limits not less than those set forth herein with insurance companies licensed to do business in the State of Texas, rated no less than A:VIII as shown in the most current issue of A.M. Best's Key Rating guide and under forms of policies satisfactory to Woodway Place Atrium Condominium Association.

1.	Commercial General Liability (CGL) - ISO occurrence form CG 0001 1093:	
a.	Each Occurrence	\$1,000,000
b.	General Aggregate	2,000,000
	ISO form Amendment-Aggregate Limits of Insurance per Project CG 2503 1185 or equivalent	
c.	Products/Completed Operations Aggregate	1,000,000
d.	Personal and Advertising Injury (contractual exclusion 2.a.(4) deleted)	1,000,000
e.	Fire Damage (any one fire)	100,000
f.	Medical Expense (any one person)	5,000
2.	Business Auto Liability - ISO form CA 0001 or equivalent: Combined Single Limit	\$1,000,000
3.	Umbrella Excess Liability	
a.	Each Occurrence	\$1,000,000
b.	Aggregate	1,000,000
4.	Worker's Compensation:	Statutory Limits
5.	Employer's Liability:	
a.	Each Accident	\$100,000
b.	Disease - Policy Limit	500,000
c.	Disease - Each Employee	100,000
6.	Professional Liability: Applies only to those professional design consultants hired by the Woodway Place Atrium Condominiums to provide specific services designated by contract. Coverage shall be for limits and terms negotiated by contract.	

B. Additional Insured
The Woodway Place Atrium Condominium Association shall be designated as an Additional Insured in each of the above referenced policies except Workers' Compensation and Employer's Liability. The policies shall identify the Additional Insureds as follows: "Woodway Place Atrium Condominium Association and its members, representatives, agents, directors, officers, employees, servants, successors and assigns" (the "Indemnitees"). Additional Insured status shall be included under the CGL Policy using ISO Additional Insured form CG 2028, or a substitute providing equivalent coverage and under the commercial umbrella, as well.

C. Waivers of Subrogation
Contractor waives all rights against the Indemnitees for recovery of damages to the extent these damages are covered by the CGL, workers compensation and employer's liability, business auto liability or under any applicable auto physical damage coverage and or commercial umbrella liability insurance policy(ies) obtained by Contractor pursuant to these insurance requirements. Subcontractors shall also be required by Contractor to provide waivers of subrogation in favor of the Indemnitees.

D. Primary Liability
All liability policies carried and maintained by Contractor shall be endorsed to be primary to, and shall receive no contribution from, any insurance policies or self-insurance programs afforded or available to the Indemnitees, collectively or individually.

E. Cancellation, Material Reduction or Non-Renewal of coverage
Contractor shall not cancel, non-renew, or make or permit any material reduction in any of the policies or certificates described herein without the prior consent of the Woodway Place Atrium Condominium Association. All policies and certificates providing coverage as required herein shall contain the following express provision: "This is to certify that the policies of insurance described herein have been issued to the insured Contractor for whom this certificate is executed and are in force at this time. In the event of cancellation, non-renewal or material

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reduction in coverage affecting the certificate holder, thirty (30) days prior written notice shall be given to the certificate holder."

F.

Evidence of the Insurance

Evidence of insurance coverage required to be maintained by the Contractor, represented by Certificates of Insurance issued by the insurance carrier or its legal agent, must be furnished to Woodway Place Atrium Condominium Association prior to Contractor beginning work. New Certificates of Insurance shall be provided to Woodway Place Atrium Condominium Association prior to the current certificate(s) coverage termination date. Such Certificates of Insurance shall specify:

1. Woodway Place Atrium Condominium Association as the Certificate Holder with correct mailing address;
2. Insured's name;
3. Insurance companies affording each coverage, policy number and dates of each coverage, all coverages and limits described herein, and the signature of authorized representative(s) of insurance Contractor;
4. Producer of the certificate with correct address and phone listed;
5. Aggregate limits per project as required;
6. Additional insured status as required;
7. Waivers of Subrogation as required;
8. Primary and non-contributing status as required;
9. A minimum of thirty (30) days notice will be provided in writing prior to the cancellation, material reduction or intent not to renew coverage at the Woodway Place Atrium Condominium Association' address; and
10. The words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the Customer, its agents or representatives" shall be deleted from the certificate form's cancellation provision.

A copy of the CGL Additional Insured endorsement shall also be provided.

Failure of the Woodway Place Atrium Condominium Association to demand such certificate or other evidence of full compliance with these insurance requirements or to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The Woodway Place Atrium Condominium Association shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from beginning work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved.

Commencement of operations without the required Certificates of Insurance, or without compliance with any other provision as herein required, shall not constitute a waiver by the Woodway Place Atrium Condominium Association of any of its rights.

G.

Deductibles

Any and all deductibles in the policies described herein shall be paid for, assumed by, for the account of and at Contractor's sole risk. The Woodway Place Atrium Condominium Association shall not be responsible for the payment of any deductible.

H.

Subcontractors' Insurance

Insurance similar to that required of Contractor shall be provided by all subcontractors (or provided by Contractor on behalf of subcontractors) to cover their operations performed under any subcontractor agreement. Contractor shall be held responsible for any modification in these insurance requirements as they apply to subcontractors.

Contractor shall maintain certificates of insurance from all subcontractors containing provisions similar to those listed herein (modified to recognize that the certificate is from subcontractor) enumerating, among other things, the Waivers in favor of, and Additional Insured status of, indemnitees, as required herein, and make them available to the Woodway Place Atrium Condominium Association upon request. The term "subcontractor(s)" shall include subcontractors of any tier.

I.

Contractor Equipment

Any insurance policy covering Contractor's or its subcontractors' equipment against loss by physical damage shall include an endorsement waiving the insurer's right of subrogation against indemnitees. Such insurance shall be Contractor's and its subcontractors' sole and complete means of recovery for any such loss. Should Contractor and/or its subcontractors choose to self-insure this risk, it is expressly agreed that the Contractor and/or its subcontractors hereby waive any claim for damage to or loss of equipment in favor of the Woodway Place Atrium Condominium Association.

J.

Release and Waiver

Contractor hereby releases, and shall cause its subcontractors to release, indemnitees from any and all claims or causes of action whatsoever which Contractor and/or its subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered or which should have been covered by insurance, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by Contractor and/or its subcontractors pursuant to these requirements.

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ACORD - CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/28/06

PRODUCER Brady, Chapman, Holland & Assoc. P.O. Box 322019 Houston, TX 77292-2019 713 688-1580	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED CONTRACTOR NAME SAMPLE CERTIFICATE ONLY	INSURERS AFFORDING COVERAGE INSURER A INSURANCE COMPANY NAIC # 19038 INSURER B INSURER C INSURER D INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE NO./LTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	UNITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMITS APPLIES PER POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	GL12345	Date	Date	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA MEMBER) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRE/AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS	Auto0789	Date	Date	COMBINED SINGLE LIMIT (EA MEMBER) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AUTO ONLY ACC \$
A	UMBRELLA LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$10,000	UMB10112	Date	Date	EACH OCCURRENCE \$1,000,000 AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR PART-TIME/SEMI-PROFESSIONAL (EXCEPTED) OTHER PROVISIONS	WC131415	Date	Date	<input checked="" type="checkbox"/> (PC STATUTE) (OTHER) (EA) E1 EACH ACCIDENT \$500,000 E1 DISEASE - EA EMPLOYEE \$500,000 E1 DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate Holder Named Is an Additional Insured on the General Liability and Automobile, with Waiver of Subrogation on the Workers' Compensation, General Liability and Automobile policies.

CERTIFICATE HOLDER WOODWAY PLACE ATRIUM CONDOMINIUM ASSOCIATION 661 BERING DRIVE HOUSTON, TEXAS 77057	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ___ (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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An Atrium Condominium

Please return this document to management office to obtain Resale Certificate & Waiver of First Right of Refusal. Thank You!

DISCLOSURE AND ACKNOWLEDGEMENT FORM

With respect to your purchase or lease of a condominium unit in Woodway Place Atrium Condominium, Unit # _____, 661 Bering Drive, Houston, Texas 77057, you are hereby notified and informed that neither the Owner of the condominium unit nor the Woodway Place Atrium Condominium, Inc. Homeowner Association, guarantees or insures the quality, availability or effectiveness of the security services and systems provided in the condominium project. Further, you acknowledge that Woodway Place Atrium Condominium, Inc. Homeowner Association has not made any representations or warranties to you of any kind, and is not liable or responsible for any representations or statements made by an owner of the condominium unit or any real estate brokers or agents in connection with the sale or lease of the condominium unit.

I certify that I have provided _____ the prospective buyer or tenant, with a copy of this Disclosure and Acknowledgement Form.

Date: _____
Broker, Sales Associate Or Owner

I have received, read and understand this Disclosure and Acknowledgement Form.

Date: _____
Prospective Buyer/Tenant

Date: _____
Prospective Buyer/Tenant

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In order to assist the Houston Fire Department and Police Department in rapidly evacuating our condominiums in the event of a building emergency we continually maintain a list of individuals who may require some type of assistance.

If you feel that you may need assistance in evacuating the building, please take a few moments to complete the following information and return it to the Management offices. We will incorporate this information into our binders and make it available to the HFD and/of HPD.

Neither the Woodway Place Atrium Condominium Association nor its Board of Managers can take responsibility for providing assistance. Providing the Management offices with any changes to the attached information sheet will be the sole responsibility of the Resident.

Please return this document to management office to obtain Resale Certificate & Waiver of First Right of Refusal. Thank You!

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Please return this document to
management office to obtain Resale
Certificate & Waiver of First Right of
Refusal. Thank You!

INDIVIDUAL ASSISTANCE FOR BUILDING EMERGENCY

UNIT #: _____ **PHONE#:** _____

NAME OF RESIDENT/CO-OWNER: _____

NAME OF PARTY REQUIRING ASSISTANCE:

_____ **DATE OF BIRTH:** _____
_____ **DATE OF BIRTH:** _____
_____ **DATE OF BIRTH:** _____

Location/Room in unit most commonly used by this individual:

Reason you feel individual requires assistance in case of an emergency (e.g. handicapped, elderly, etc.)

Signature: _____ **Date:** _____

Please note:

This form is used solely for the purpose of establishing and maintaining a current list of residents who may need assistance in the event an emergency necessitates rapid evacuation of the building. This list will be available to the appropriate authorities such as the Houston Fire Department and/or Police Department in such an event. Completion of this form does not obligated any employee of the Woodway Place Atrium Condominiums or Board of Managers to provide assistance or attention to any Woodway Place resident in the event of an emergency. You are therefore urged to continue to rely on or update your individual plan (e.g. assistance of family members or neighbors) as your primary source of assistance in evacuating your unit and the building.

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Please return this document to the management office to obtain Waiver of First Right of Refusal and Resale Certificate. Thank You!

UNIT #: _____

Name of Owner(s): _____

Name of all family/individuals who live in unit:

Home Phone: _____

Office Phone: _____

Mobile Phone: _____

E-mail: _____

Billing Address (If not your Woodway Address): _____

In Case of Emergency, please contact: _____

If Owner resides out of the county, please fill out the following:

Home Address: _____

Home Phone: _____

Office Phone: _____

Mobile Phone: _____

E-mail: _____

If your unit is Leased, please provide the following information:

Leasee's Name: _____

Mailing Address: _____

Home Phone: _____

Office Phone: _____

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Mobile Phone: _____ E-mail: _____

In Case of Emergency, please contact: _____

Please fill out the attached forms for those who you wish to access your unit.

Should the City of Houston or the Harris County Office of Homeland Security and Emergency Management call for an evacuation, my contact will be:

Name: _____

Telephone (Day): _____ (Evening): _____

Regarding Deliveries:

Do you wish the Concierge and/or Management to accept all registered and certified U.S. Mail (Packages & Mail)?

Circle One: Yes No

Do you wish the Concierge and/or Management to accept all other deliveries (Federal Express, UPS, DHL, Express Mail, Department Stores, Cleaning, Pharmacy, Internet Shipments, Etc.)

Circle One: Yes No

Do you wish all deliveries to be placed within your unit by a member of our staff when you are not home?

Circle One: Yes No

Please give us the number on the SecuraKey cards in your possession:

Example: #0000460 _____

Signature: _____ Date: _____

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An Atrium Condominium

VEHICLE INFORMATION FORM

UNIT NUMBER: _____

RESIDENT (S): _____

MAKE: _____ **MODEL:** _____

PLATE #: _____ **STATE / COUNTRY:** _____

COLOR: _____ **SPACE #:** _____

MAKE: _____ **MODEL:** _____

PLATE #: _____ **STATE / COUNTRY:** _____

COLOR: _____ **SPACE #:** _____

MAKE: _____ **MODEL:** _____

PLATE #: _____ **STATE / COUNTRY:** _____

COLOR: _____ **SPACE #:** _____

WOODWAY PLACE ATRIUM CONDOMINIUMS
661 BERING DRIVE
HOUSTON, TEXAS 77057

RP-2018-21356

Please return this document to management office to obtain Resale Certificate & Waiver of First Right of Refusal. Thank You!

INDEMNITY AND HOLD HARMLESS AGREEMENT

This Indemnity and Hold Harmless Agreement ("Indemnity") is entered into on the day indicated at the conclusion of this Indemnity by and between Woodway Place Atrium Condominium Association, Inc., a Texas corporation ("Woodway") and _____, an individual resident of Woodway Place Atrium Condominium Association, Inc. ("Resident"), all parties being known collectively as the Parties who agree as follows:

1. Introduction. The U.S. Postal Service has indicated they will no longer deliver packages in the care of employees of the Association without the Association agreeing to be liable to the Post Office under the terms of the Agreement attached hereto as Exhibit "A" and incorporated herein by reference for all purposes as if fully set out. The Association is unwilling to accept such liability, however, unless each resident who wishes the Association to accept packages on his/her behalf signs this Indemnity. Resident wishes the Association to accept packages on his/her behalf and therefore agrees to sign this Indemnity and Hold Harmless Agreement to induce the Association to accept packages on his/her behalf. Therefore, for and in the consideration of the mutual representations and covenants contained in this Indemnity and for other good and valuable consideration, the sufficiency of which is acknowledged by all Parties, Resident and the Association agree as follows:

2. Indemnity. To the fullest extent permitted by applicable law, Resident shall and does hereby agree to indemnify, protect, hold harmless and defend Association, its officers, directors, agents, employees, contractors, and subcontractors, hereinafter referred to as "Indemnitees" from and against all claims, demands, damages, injuries, losses, liens, causes of action, suits, judgments, penalties, liabilities, debts, costs and expenses, including court costs and attorneys' fees (collectively, "Liabilities"), of any nature, kind or description, whether arising out of contract, tort, strict liability, misrepresentation, violation of applicable law and/or any cause whatsoever (including without limitation, claims for injuries to or death of any person, or damages to or loss of any property) of any person or entity directly or indirectly arising out of, caused by, in connection with, or resulting from any act or omission of the Indemnitees in the receipt, holding and/or delivery of any packages, mail or deliveries to the Indemnitees on behalf of Resident. This indemnity explicitly applies, but is not limited to, any liabilities that arises as a result of an action by the U.S. Postal Service or any other carrier or delivery organization. **THE OBLIGATIONS OF RESIDENT UNDER THIS SECTION SHALL APPLY TO LIABILITIES EVEN IF SUCH LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE SOLE, JOINT OR CONCURRENT NEGLIGENCE, FAULT OR STRICT LIABILITY OF ANY INDEMNITEE, WHETHER PREDATING THIS AGREEMENT OR NOT, AND WHETHER OR NOT SUCH SOLE OR CONCURRENT NEGLIGENCE, FAULT OR STRICT LIABILITY WAS ACTIVE OR PASSIVE.**

3. Proof of Claim. Before Resident is liable for payment of any sums pursuant to this Indemnity, the Indemnified Person(s) must first make written demand for indemnification upon Resident. Accompanying such demand shall be documentation as shall give reasonable proof and notice that a Liability has been incurred, the amount thereof, and reasonable proof

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that all conditions for indemnification specified herein have occurred or have been met. Payment shall be made by Resident within not less than ten (10) days of submission of a proof of claim.

4. Costs and Expenses. Resident shall be responsible for all of Indemnified Person(s) costs and expenses (including legal fees and court costs in defending any action for indemnity hereunder by an Indemnified Person); provided, however, that if it is finally determined by a court of last resort (other than a court of bankruptcy) that any Indemnified Person is not entitled to indemnity hereunder from Resident with respect to any claim for indemnity which his before said court, the responsible Indemnified Person(s) shall pay the expenses of Resident in defending such claim.

5. Representations and Warrants. Resident represents and warrants to the Association and each Indemnified Party that the execution, delivery and performance by Resident of this Indemnity does not and will not require the consent, approval or authorization of any person or public authority, will not violate, with or without the giving of notice or the passage of time, or both, any provision of law applicable to Resident and does not and will not conflict with or result in a termination of, or constitute a default under, any indenture, mortgage, deed of trust, lease, contract, agreement or other instrument or any order, judgment, award, decree, statute, ordinance, regulation or any other restriction of any kind or character, to which Resident is a party or by which Resident is bound.

6. Survival of Representations, Warranties, Covenants and Agreements. The representations, warranties, covenants and agreements given by Resident herein shall survive the date hereof without regard to any action taken pursuant to this Indemnity and shall continue in full force and effect indefinitely.

7. Separate Nature of Indemnity. This Indemnity shall be deemed to be independent of and in addition to any other indemnification obligations of Resident as provided by the closing documents or otherwise.

8. Entire Agreement. This Indemnity constitutes the entire agreement between the Parties concerning the matters governed hereby. There are no agreements, covenants, representations or warranties between the Parties other than those expressly stated or referenced to herein; provided that, this Indemnity is being entered into in connection with the terms and conditions contained in the closing documents and shall be construed in light of and conformity with the closing documents, and in the event of a conflict between this Indemnity and the closing documents, the terms and conditions contained in this Indemnity shall control. This Indemnity may be amended only by a written instrument signed by both Parties.

9. Notices. Any notice required or permitted hereunder shall be given in the manner and at the address specified as follows:

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10. Effect of Agreement. This indemnity shall be binding on, inure to the benefit of and be enforceable by each Party and their respective heirs, executors, trustees, administrators, successors and assigns.

11. Section Headings. The section headings contained in this Indemnity are for reference purposes only and shall not affect the meaning or interpretation hereof.

12. Choice of Law. This indemnity shall be construed and enforced in accordance with the laws of the State of Texas.

13. Additional Instruments. Should any additional instruments now or in the future need to be executed and delivered to any third party and (or) filed with or delivered to any public officer in order to carry out the purpose and intent of this Indemnity, the Parties shall promptly execute and deliver any and all such instruments in order that the purpose and intent of this Indemnity may be carried out.

14. Separability. If any provision of this Indemnity is rendered or declared illegal or unenforceable by reason of any existing or subsequently enacted legislation or by decree of any court of last resort, the Parties shall promptly meet and negotiate substitute provisions for those rendered or declared illegal or unenforceable in order that the intent of this Indemnity may be carried out, but all of the remaining provisions of this Indemnity shall remain in full force and effect, to the extent that the purposes of this Indemnity may still be carried out.

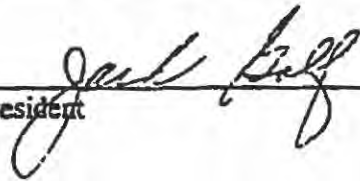
15. Counterparts. This Indemnity may be executed in multiple counterparts each of which shall be deemed an original and all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, the Resident has executed this Indemnity on the ____ day of _____, 199__.

WOODWAY PLACE ATRIUM
CONDOMINIUM ASSOCIATION, INC.

By: _____

Name: _____
Title: President



RESIDENT

RESIDENT

RP-2018-213756

Please return this document to management office to obtain Resale Certificate & Waiver of First Right of Refusal. Thank You!

AUTHORIZATION & INDEMNIFICATION

I _____, owner/lessee of Unit _____,

authorize _____
(Name & Company)

(Name & Company)

(Name & Company)

(Name & Company)

(Name & Company)

(Name & Company)

to have access to my unit on this date(s) _____

Owner/lessee hereby directs Management Representative to deliver to Authorized Person the key to the Designated Unit.

To the fullest extent permitted by applicable law, Unit Owner and Lessee shall and do hereby agree to indemnify, protect, hold harmless and defend Association, its officers, directors, agents, employees, contractors, and subcontractors, hereinafter referred to as "Indemnitees" from and against all claims, demands, damages, injuries, losses, liens, causes of action, suits, judgments, penalties, liabilities, debts, costs and expenses, including court costs and attorneys' fees (collectively, "Liabilities"), of any nature, kind or description, whether arising out of contract, tort, strict liability, misrepresentation, violation of applicable law and/or any cause whatsoever (including without limitation, claims for injuries to or death of any person, or damages to or loss of any property) of any person or entity directly or indirectly arising out of, caused by, in connection with, or resulting from any act or omission of Indemnitees as a result of allowing the use of a key to unit owner's/lessee's unit being provided to any of the persons/company representatives set out above. THE OBLIGATIONS OF UNIT OWNER AND LESSEE UNDER THIS SECTION SHALL APPLY TO LIABILITIES EVEN IF SUCH LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE SOLE, JOINT OR CONCURRENT NEGLIGENCE, FAULT OR STRICT LIABILITY OF ANY INDEMNITEE, WHETHER PREDATING THIS AGREEMENT OR NOT, AND WHETHER OR NOT SUCH SOLE OR CONCURRENT NEGLIGENCE, FAULT OR STRICT LIABILITY WAS ACTIVE OR PASSIVE.

Dated _____ Owner/lessee _____

WPA Management Representative _____

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An Atrium Condominium

EMPLOYEE - OWNER/RESIDENT AGREEMENT

An employee of WOODWAY PLACE ATRIUM CONDOMINIUM, the JANITORAL SERVICE COMPANY and /or CONCIERGE COMPANY may not be permitted to work for or in a Owner/Resident's unit during his/her work shift which also includes lunch breaks, etc.

Employees must sign in at Manager's Office and present this form as authorization.

Employees are not permitted to use WOODWAY PLACE ATRIUM CONDOMINIUM supplies or equipment while working for a resident.

DATE employee will be working for resident _____

WORK HOURS employee will be working _____

TYPE OF WORK employee will be performing _____

I understand that WOODWAY PLACE ATRIUM CONDOMINIUM will not be held responsible for any damages that may occur while WPAC employee or an employee of the above mentioned companies is working for a WPAC Owner/Resident.

RESIDENT SIGNATURE _____ UNIT # _____

EMPLOYEE SIGNATURE _____ DATE: _____

MANAGER'S APPROVAL _____ DATE: _____

OFFICE OF
STAN STANAK
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK
211072
FILM CODE _____

WOODWAY PLACE ATRIUM CONDOMINIUM
ASSOCIATION RULES & REGULATIONS

KP-2018-2131176



Please return this document to management office to obtain Resale Certificate & Waiver of First Right of Refusal. Thank You!

TO: The Woodway Place Atrium Management Office

FROM:

Owner's/Resident's Name (Printed)

Unit Number

Owner's/Resident's Name (Signature)

Date

Home Phone Number

Work Phone Number

I authorize you to allow the following person(s) to enter my residence during the period of time indicated below. I accept full responsibility for his/her actions while on Woodway Place Atrium Condominium property.

KP-2018-213120

Name of Authorized Person	Time	Date	Comments	Owner/Resident Initials
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

If authorization is called in on emergency basis, please enter all information below:

Name of Authorized Person	Time	Date	Name of Caller	Conclerge Initials
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____



An Atrium Condominium

Please return this document to management office to obtain Resale Certificate & Waiver of First Right of Refusal. Thank You!

AUTHORIZATION TO ACCESS RESIDENCE

_____ I hereby grant access to designated agents of The Woodway Place Atrium Condominium for the purpose of performing requested service/maintenance work in my unit. I hereby release The Woodway Place Atrium Condominium Association, its agents and employees, from any claim of any nature, including negligence, arising from the performance of the requested work. Further, I hereby indemnify The Woodway Place Atrium Condominium Association its agents and employees, from any claim of any nature, including negligence, asserted by any person arising from the performance of the requested work. Finally, I acknowledge the The Woodway Place Atrium Condominium Association makes no warranty of any nature, expressed or implied, with regard to the performance or results of the service, or materials furnished.

_____ I DO NOT grant access to my Residence to any agents (The Woodway Place Atrium or otherwise) except for emergency purposes only.

Once completed, this form will be kept on file for all future requested service calls. Changes in authorization to access units must be made by the owner/resident in writing by replacing the Management Office copy of this form with a new form. Additional copies of this form can be obtained from the Management Office.

Signature of Owner/Resident

Unit Number

Printed Name of Owner/Resident

Date

RP-2018-2131176



An Atrium Condominium

WORK AUTHORIZATION FORM

Date: ____/____/____

In accordance with the Employee Policy Resolution and Employee-Resident Agreement adopted by the Woodway Place Atrium Condominiums Board of Managers on January 15, 1996:

I, _____, the owner of Unit # _____,

as a condition to the performance of requested services by the employees of Woodway Place Atrium Condominiums:

Agree that I am solely responsible for any and all costs associated with work performed and any services as a result of this request, without limitation;

Release the Association from any claim of any nature, including negligence, arising from performance of requested work;

Indemnify the Woodway Place Atrium Condominiums from any claim of any nature, including negligence, asserted by any person arising from performance of the requested work and;

Acknowledge that the Woodway Place Atrium make no warranty of any nature, expressed or implied, with regard to the performance or results of the services or materials furnished.

Signature

KP-2010-213130

February 15, 1995

TO ALL OWNERS AND TENANTS AT
The Woodway Place Atrium Condominium
661 Bering Drive
Houston, TX 77057

Re: Concierge Services and Access Systems at The Woodway Place Atrium
Condominium

Dear Owner or Tenant:

The Board of Managers of Woodway Place Atrium Condominium Association, Inc. are concerned that some owners or tenants of Woodway Place Atrium Condominium (the "Condominium") and/or their brokers or agents may be continuing to make misleading representations to prospective purchasers and tenants or other individuals regarding the availability and quality of security services and systems at the Condominium.

Accordingly, the Board of Managers takes this opportunity to remind you that Woodway Place Atrium Association, Inc. (the "Association") does not provide any security to unit owners or their tenants, guests, agents, employees, invitees or licensees, or to the premises of the condominium itself. A concierge service and a restricted access system are provided as an amenity only. No expressed or implied warranties or representations are made by the Association as to the effectiveness of any services provided.

All unit owners, their brokers and their tenants are hereby notified or reminded that the Association does not guarantee or ensure the quality or availability of any services and systems at the Condominium, nor does the Association guarantee or ensure the security and safety of the residents or guests at the Condominium. All unit owners and tenants should understand that the Association's recourse to the suppliers of security and equipment is extremely limited to the terms of warranties and service contracts, and those suppliers of services and equipment generally do not guarantee results or even continuous and uninterrupted service.

All unit owners and tenants are advised that they and/or their brokers or agents should avoid making statements that could be construed as representations or warranties regarding the quality and availability of security services and systems at the Condominium. Each unit owner should likewise inform its listing agent or broker (or the tenant or purchaser directly, if no broker is used) at any time such owner's unit is offered for sale or lease.

KF-ZU10-213-10

Futhermore, each tenant or purchaser shall be required, at the time of execution of the lease or purchase contract, to sign the enclosed Disclosure and Acknowledgement Form. This is for your protection as an owner, as well as for the protection of the Association. The Board of Managers has adopted a policy of requiring all unit owners to comply with these requirements in the sale or lease of their units at the Condominium.

The Board of Managers will take all steps necessary to protect the Association (and, thereby, all of the owners of the Condominium) from the cost of unnecessary litigation. Be advised that the Board of Managers will hold any owner who makes representations or warranties regarding the systems or services on the Condominium fully responsible for any resulting claims made against the Association or the Board.

We are proud of our Condominium, and we believe our residents enjoy the quality of life here. Your unit is a valuable commodity and does not need to have amenities or services attributed to it which it does not offer.

Sincerely,

WOODWAY PLACE ATRIUM CONDOMINIUM
ASSOCIATION, INC.
BOARD OF MANAGERS

By: Jack Goff
President

Jack A. Levine
Secretary

William J. [Signature]
Treasurer

Anely G de [Signature]
Member-at-Large

[Signature]
Member-at-Large

Notes from the WPAC DPAU

Greetings and welcome to our park! My dogs & I have lived here since the building was new. We are so excited we now have a place to play. As the appointed WPAC Doggie Park Alpha User & Pack, We would like to put forth the following philosophy which we will enforce with every bone, nerve, and cell in our bodies.

- Follow the rules – don't spoil it for the rest of us
- Here there will be no strife
- Here will be no discussion of what is wrong/right with other aspects of the property, residents, or employees
- Here we will relax, play, and strive to

"always be the kind of person my dog thinks I am."

So – please come play, come sit, bring a sense of humor, and bring something to sip!

Jean Marie Galante, and Justinian 201



There is running water with a hose in the park area (the fire plug is fake). We will keep a water dish out there. Please make sure you turn water off after use.



Inevitable Required Disclaimer

While we do strive to provide a safe and secure property, WPAC has never assured your safety and security on or off the premises. The wish to keep a "rustic" atmosphere in the WPAC Doggie Park obviously necessitates you watch your step. The ground and stepping stones are uneven, and will obviously be slick when wet. WPAC cannot control the weather and it will rain from time to time or more frequently. Watch your step and wear proper shoes for puppy play! The area is lighted, as is the park across the street. Be alert at all times in all locations and be wary of strangers with a friend, wear a whistle, make noise!



WPAC Doggie Park

Dogma

by





Welcome to the WPAC Doggie Park! We hope you enjoy our facility. We want your experience to be safe, fun, and pleasant. Please take a moment to familiarize yourself with our expectations.



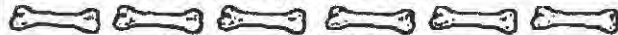
The WPAC Doggie Park has been built with leftovers, some WPAC funding, in kind donations, a lot of love, and a lot of volunteer effort. To maintain an enjoyable setting – we expect compliance with the use policies provided in this pamphlet.



Tracking our History – WPAC has welcomed canine residents throughout our existence (with one or two exceptions – we won't mention names!) However, it is important to know that pets have NEVER been allowed to "go" on the premises – not since the beginning – not in any set of bylaws or house rules! The park also has the first ever "free play" area for the pups at WPAC.



Notable past residents include Hotspur, Lydia Sutherland, Petite Highfall Misha, Pascal Diolima, Ali McBeagle, Cody Missy and Patches to mention just a few. We dedicate the park to the memory of all our former Woodway Place best friends.



WPAC Doggie Park Administration

Supervision of the park as with all WPAC facilities will be under the control of the Board of Managers and WPAC Manager. Preferably and when possible, a WPAC pet owner will volunteer to serve as the WPAC Doggie Park Alpha User with accompanying pack. The charge of the WPAC DPAU is to assure we continue to have a safe, fun, and pleasant place – using peer pressure and whatever other methods deemed necessary. Other methods may include but are not limited to, embarrassing gossip regarding park users' park habits, rumors spread as to individual dogs and breed intelligence claims that your dog has "doggie breath."

The Rules



- 1) The City of Houston requires that everyone who owns, keeps, possesses, feeds or has control over any dog or cat within the city limits must license their pet. Users of the WPAC Doggie Park must be in compliance.
- 2) Dogs must be free of contagious disease, fleas, and ticks. Dogs in heat not allowed.
- 3) While it is permitted that your pet "go" in the designated park area, **IT IS NOT PERMITTED** that solid waste be left in the area. Please ensure that your master or mistress picks it up! Bags on Board containers that clip onto your leash are available in the manager's office, and several are clipped to the fence. Why... - Pet waste smells bad.
- Pet waste is unhealthy.
- It is the **right thing to do** and only considerate behavior for pet owners as to the condition of the park for other users, our parking neighbors to the south, homes behind us, and our residents parking in the garage on the 1st floor.
- 4) Park users are responsible for policing trash, litter, etc. in the park area. Even if you didn't drop it – help us maintain a clean and safe place by picking it up.
- 5) All dogs must be on leash unless they are in the fenced play area.
- 6) Always make sure both play area gates are closed at all times.
- 7) Never leave your dog unattended!
- 8) All dogs must be under the control of an adult (18 years and older).
- 9) Dogs exhibiting any signs of aggression must be leashed and immediately removed from the play area.
- 10) Use of the WPAC Doggie Park is at your own risk!
- 11) Dog owners/handlers are responsible for the actions and behavior of their dogs at all times!
- 12) Cats and other pets welcome. WPAC not liable if they are consumed.



RP-2018-213056

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05/16/2018 08:13 AM

e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY

STAN STANART

COUNTY CLERK

Fees \$280.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS