

PRESIDENT'S CERTIFICATE

I, Noel Cowart, President of 2016 Main Owners Association, Inc., a Texas non-profit corporation (the "Association"), hereby certify that the following attached documents are true and correct copies of the Association's documents:

1. Building Rules and Regulations Effective 7/1/19; and
2. Outside Contractor Rules and Agreement.

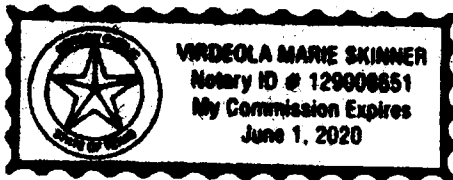
2016 MAIN OWNERS ASSOCIATION, INC.,
a Texas non-profit corporation

By: *Noel Cowart*
Noel Cowart, President

THE STATE OF TEXAS :
:
COUNTY OF HARRIS :

This instrument was acknowledged before me on this the 1st day of July, 2019, by Noel Cowart, President of 2016 Main Owners Association, Inc., Inc., a Texas non-profit corporation, on behalf of said corporation.

Wendolene Skinner
Notary Public



RP-2019-481203

2016 MAIN OWNERS ASSOCIATION, INC.

Building Rules and Regulations

Effective July 1, 2019

RP-2019-481203

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2016 MAIN OWNERS ASSOCIATION, INC.

BUILDING RULES AND REGULATIONS

These Rules and Regulations have been adopted by the Board of Directors of 2016 Main Owners Association, Inc. for the purpose of governing and regulating the use of the facilities and services of 2016 Main Condominiums for the betterment of all who own units in the condominium regime. The Rules and Regulations contained in this document shall, in no way, limit or restrict the existing Rules and Regulations found in the Condominium Declaration for 2016 Main Condominium or the ability, power, or authority of the Board of Directors to amend or add to these Rules and Regulations.

KEY DEFINITIONS

For the purposes of these Rules and Regulations, the following definitions shall apply:

1. “Association” or “2016 Main” shall mean 2016 Main Owners Association, Inc.
2. “Board” shall mean the Board of Directors of 2016 Main Owners Association, Inc.
3. “Declaration” shall mean the Condominium Declaration for 2016 Main Condominium.
4. “Front Door Access Control” shall mean the access control personnel stationed at the front entrance to the Building on Gray Street.
5. “Garage Access Control” shall mean access control personnel stationed at the entrance to the garage on Travis Street.
6. “Management” shall mean the Association’s managing agent.
7. “Owner” shall mean the recorded deed holder of a unit at 2016 Main Condominiums.
8. “Renter” shall mean any person(s) that is identified or required to be identified in a lease pursuant to the Owner’s Rental Guidelines.
9. “Occupant” shall mean any person(s) living in a unit who is not the Owner or Renter.

10. "Resident" shall mean any person(s) who lawfully resides at 2016 Main Condominiums (whether Owner, Renter or Occupant).
11. "Guest" shall mean any person(s) who is invited on the premises by the Resident of the unit, but who does not live in the unit or pay the Resident, directly or indirectly, to stay overnight in the unit.
12. "Business Office" shall mean the Business Office of the Association.

AUTHORITY TO PROMULGATE AND ENFORCE

The Association, acting through its Board, has the authority under Texas law and the Condominium Declaration to establish, make and enforce 2016 Main Owners Rules and Regulations. The Board reserves the right to take any authorized action against any owner that violates any of these Rules and Regulations. These measures may include, but are not necessarily limited to, filing suit against an owner for injunctive relief as well as damages and statutory fines. Additionally, the Board reserves the right to charge a fine pursuant to the "Fine" section of these Rules and Regulations. The Board does not desire to engage in the expense and aggravation which litigation entails; however, if an owner does not adhere to these Rules and Regulations, the Board reserves the right to take appropriate action.

Each Owner is responsible for complying with the terms of the Declaration and the other condominium documents to which each Owner is subject, as well as complying with these Rules and Regulations and/or any other Rules and Regulations adopted by the Board for the Association.

RULES AND REGULATIONS

Access Cards

2016 Main utilizes a card access system and a fob access system for entry into the interior of the Building and the garage. Prior to receipt of an access card or fob, each Resident or Occupant must review and sign the Access System Guidelines. The access cards or fobs should not be given out to anyone that the Resident or Occupant does not intend to have unlimited access to the interior of the Building. Each Resident or Occupant receiving an access card or fob is responsible for complying with the Access System Guidelines and any other rules relating to access cards and fobs. Each Resident or Occupant of the unit is responsible for all persons that gain entry into the Building with their access card or fob.

In the event that an access card or fob is lost or stolen, the Resident or Occupant must report such loss or theft immediately to the Business Office. A replacement access card or fob can be obtained from the Business Office for a fee established by the Board.

No measures taken by the Association should be relied upon by any Resident, Occupant or Guest for the security of any persons or property. The security of Residents, Occupants, Guests or anyone else visiting the Building is their responsibility and the responsibility of the local law enforcement agency. If there are any security concerns, the local law enforcement agency should be called. In the event of an emergency, "911" should be called.

An Owner will be issued two (2) access cards or two (2) fobs (or one (1) access card and one (1) fob) per unit (no charge for access cards; however, to have a fob, the Owner will be required to pay \$10 per fob) and is required to sign the Access System Guidelines. Should an Owner request more than two (2) access cards or two (2) fobs per unit, the Owner will be required to pay \$50.00 for each additional access card and \$60.00 for each additional fob. If an Owner loses, misplaces or damages an access card or a fob the Owner agrees to immediately: (i) inform the Business Office; and (ii) pay a replacement fee (\$10.00 for an access card or \$20.00 for a fob), in advance, for the cost of a new access card or fob and reprogramming the access card or fob system.

An Owner has the option to purchase a fob in addition to access cards or switch an access card for a fob and pay the difference (an additional \$10.00).

A Renter who leases a unit shall pay the Association a deposit of \$50.00 per access card or \$60.00 per fob which shall be refunded within thirty (30) days after the access card or fob is returned to the Association in an undamaged condition. If a Renter loses, misplaces or damages an access card or a fob, the Renter agrees to immediately: (i) inform the Business Office; and (ii) pay a replacement fee (\$10.00 for an access card or \$20.00 for a fob), in advance, for the cost of a new access card or fob and reprogramming the access card or fob system.

Air Conditioning/Heating

In an effort to conserve energy and minimize the A/C and heating costs, patio doors and drapes should be kept closed during the day especially when the Occupant is not present in the unit.

Maintenance of air handlers and changing air conditioner filters are the responsibility of each Resident. Filters should be changed monthly for maximum efficiency. Adding "algae pan tabs" on a monthly basis serves to greatly decrease the chances of the condensation pan overflowing and causing sheetrock damage to ceilings and walls. (See "*Utilities*" for additional information)

Alterations

In the event that any alterations are proposed to be made to a unit, a written scope of work outlining the work to be performed and the contractors and materials to be used must be submitted to the Business Office prior to the commencement of the work.

Alterations subject to this requirement include, but are not necessarily limited to, painting, lighting, carpeting, flooring, etc.

Any proposed alteration which involves a "Limited Common Element" (as defined in the Declaration) must be submitted to the Board for approval before work can begin.

Any proposed alteration to the interior of a unit which affects the "Common Elements" (as defined in the Declaration) such as plumbing, air conditioning, electrical system, etc. must be submitted to the Board for approval before work can begin.

In its approval process, the Board, in its sole discretion, may require the Owner requesting the alteration to retain, at Owner's expense, an independent contractor appropriate to the work to be done (i.e. a plumber, electrician, HVAC contractor, etc.) to assure the Board that the work will be done in a good and workmanlike manner without damage to the Association, or the Building and without disturbances to other Residents. The Association and its representatives and contractors shall have the right to enter and inspect any unit during reasonable hours to determine whether work being done or completed in a unit is in compliance with Building requirements.

Prior to the start of any work, certificates of insurance for all trades people (See "*Trades People*") must be on file with the Business Office.

Animals

No livestock, reptiles or poultry of any kind shall be raised, bred or kept in any Unit or the Common Elements. Dogs, cats, fish, birds and other household animals may be kept in Units in a manner that will not disturb others, cause a nuisance to any other Unit Owner, or damage the Building.

Animals shall not be kept, bred or maintained for commercial purposes.

All animals must be appropriately licensed if required by law and be leashed or in a pet carrier while being brought through the common areas of the Building, including elevators. All animals must be kept either within a unit or an enclosed terrace (applicable to the 26th floor only) or on a leash being held by a person capable of controlling the animal. A unit or enclosed terrace must be maintained so that the animal cannot escape.

Animals are not to be transported on the resident elevators. Animals should be transported by using the service elevator. Provided, however, if the service elevator is out of service, animals may be transported on a resident elevator until the service elevator is operational. Provided further, since the service elevator does not stop on parking levels 2 and 4, owners transporting animals that have parking spaces on these levels may use a resident elevator when transporting animals to or from these parking levels. In addition, an animal may be transported through the garage area; however, animals should be brought only through the lobby door located off the garage entrance, not through the front door on Gray Street or the exit on Main Street.

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All animals must be controlled so as to not disturb or harm others in or around the Building. Animals are not allowed in the laundry room, swimming pool, deck area, exercise facility or party room.

Restrictions regarding transporting animals and where animals are allowed do not apply to service animals (which includes assistance animals, support animals or therapy animals). Service animals are allowed to be with their owners at all times, unless they are disturbing or harming others in or around the Building.

In response to a request for an accommodation to have a service animal, the Association can request reliable disability-related information that: (i) (if the disability is not obvious or known) is necessary to verify that the person needing the accommodation meets the Fair Housing Act's definition of a disability (i.e., has a physical or mental impairment that substantially limits one or more major life activities); and (ii) (if the disability-related need is not obvious or known) shows the relationship between the person's disability and the need for the requested accommodation.

There are no designated animal elimination areas either inside or outside the Building. Any cost to clean up or repair damage to common areas caused by an animal, i.e. chewing, eliminating, etc., will be charged to the Owner of the Unit in which the animal is kept or is visiting. Animals are not to be left unattended on balconies. Do not kennel an animal on a balcony for any period of time.

Any Owner is absolutely liable to each and all remaining Owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to personal property caused by any animals brought or kept on the Property by Owner or members of his family, his tenants or his guests. It is the absolute duty and responsibility of each Owner to clean up after such animals that have used any portion of the Common Elements or Limited Common Elements such as balconies and parking spaces.

Annual Audit

The Association is audited annually and the audit is available for all Owners to review at the Business Office. A copy of the audit is available for ten cents (\$0.10) per page.

Assistance to Residents

The Association complies with all applicable fair housing laws. Accordingly, the Association will make reasonable accommodations and allow reasonable modifications, as required by applicable fair housing laws. However, the Association does not provide the services of an assisted living facility. The Management employees are neither qualified nor trained to handle medical emergencies or to assist with medical conditions.

Attire

Residents must wear suitable attire in all common areas (i.e. shirts, shoes, and bathing suit cover-up). To avoid creating wet carpet and slippery tile in elevator lobby areas, residents and guests shall not wear wet bathing attire in the common areas.

Balconies

Awnings and other projections such as lattice work and fencing cannot be installed on balconies.

To prevent damage to property or injury to a person, DO NOT throw any item off a balcony. This includes cigarette butts and other small objects.

Plants on balconies must have drip pans to catch excess water. No plants are allowed on the balcony ledges.

Residents should not hang clothing, rugs, mops, hanging baskets, etc. on or from balconies.

Balconies are not to be used as storage space. (See “Storage”)

Do not kennel a pet on the balcony for any period of time. (See “Animals”)

The exterior lights on the balconies located above the balcony doors must be a white light to provide a uniform look to the Building’s exterior. The light is the responsibility of the owner.

Barbecue Pits

The City of Houston ordinances prohibit the use of any type of barbecue pit, hibachi or similar cooking device on a balcony.

Bicycles

Bicycles are not allowed in the passenger elevators or to be transported through the lobby of the Building. Please lock your bicycle in the designated area(s) in the garage. If you must bring your bicycle into the Building, use the basement entrance and the freight elevator only.

Board Meetings

All Owners are welcome and encouraged to attend Board meetings. The schedule for all Board meetings for a full year is posted on the bulletin board across from the mailbox on the first floor. Board Briefs (a condensed version of the meeting) are sent to all Owners after each Board meeting. Minutes of the meetings are available to read at the Business Office (copies are available for ten cents (\$0.10) per page). In an effort to encourage

attendance, participation, and open communication at Board meetings, video and audio taping of Board Meetings is not permitted.

The annual meeting of the Association occurs the first Tuesday of each December. The date of the annual meeting is announced to each Owner, in advance, by mail. The purpose of the annual meeting is to elect new Board members.

Security

Security of persons and property is a genuine concern for all who live in a major metropolitan area such as Houston, Texas. No measures taken by the Association or its managing agent can prevent crime from occurring. No one should rely upon any such measures to secure persons or property. All those that reside at or visit 2016 Main must take an active role in their own security. The Association is not responsible for injury, damage or loss to persons or property caused by another person, including but not limited to, theft, burglary, trespass, assault, vandalism or any other crime. Security is the responsibility of each person and the local law enforcement agencies.

In the event you have security-related concerns, the appropriate local law enforcement agency should be contacted. The main number for the Houston Police Department is 713-884-3131. In the event of an emergency “911” should be called. Please note that any emergency service should be directed to the Travis Street entrance.

Each Resident should obtain whatever insurance deemed necessary to protect themselves from any loss to persons or property. Always keep your door locked when inside your unit and especially when you leave your unit. It is a good idea to refrain from walking around the Building at night without being accompanied by another person.

Cameras

The Association reserves the right to place cameras in and around common areas of the Building. Cameras located on the property are not to be construed as a representation of security, that the Association monitors the cameras or that the cameras will work on a 24 hour basis or that the Association provides security of any type. Do not rely upon the cameras to provide protection from crime. Contact law enforcement personnel in the event that you have any security concerns.

Collection Policy

Article V of the Declaration establishes that all Owners are obligated to pay assessments imposed by the Association to meet the common expenses. When any Owner fails to pay their pro rata share of common expenses, it becomes an additional and unnecessary burden on all other Owners. In order to minimize the burden placed on all Owners when one or more Owners fail to pay their pro rata share of common expenses, the Board has adopted the following collection policy in order to enforce each Owner’s obligation to pay.

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1. **The due date.** Each Owner is required to pay the Owner's assessment on or before the first day of each month. Special assessments shall be paid on the specified date.
 2. **Failure to pay by the 5th day of the month.** If an Owner fails to pay on or before the 5th day of the month, a letter will be sent to the Owner demanding that all delinquent assessments be paid.
 3. **Failure to pay by the 15th day of the month.** The Declaration requires the imposition and assessment of a late charge of \$5.00 in the event that an Owner has not paid an assessment on or before the 15th day of the month in which the assessment is due. Should an assessment not be paid timely, the Association reserves the right to retain legal counsel to send a letter to the delinquent Owner to demand the amount of the delinquency plus all late charges and any attorneys' fees incurred as a result of legal action.
 4. **Delinquency of 45 days or more.** If an Owner is 45 days or more delinquent in paying an assessment, the Association authorizes legal counsel to: (i) file suit against the Owner for a monetary judgment; or (ii) post the unit for non-judicial foreclosure; or (iii) file suit for a monetary judgment and seek judicial foreclosure of the Association's lien against the unit. Any action will incorporate a claim for all delinquencies, late charges, attorneys' fees, court costs and interest.
 5. **Delinquency of 90 days or more.** If an Owner is 90 days or more delinquent in paying an assessment(s), the Association has the right to non-judicially foreclose the Owner's unit pursuant to the terms of the Declaration and applicable law.
 6. **Exceptions.** To the extent allowed by the Declaration and applicable law, the Board reserves the right to make exceptions or variations to this collection policy or exercise any other rights or remedies it has to collect amounts owed.

In addition to the action outlined in this policy, the Association, through the Board, may take whatever action the Board is authorized to take by the Declaration, by the Bylaws of the Association or by law to collect any assessments or to abate any violation of the Declaration, Bylaws, or these Rules and Regulations. Additionally, the Board reserves the right to apply any monies received in any manner allowed by applicable law. Such action may include, but is not necessarily limited to, filing a lien against the delinquent Owner's unit, revoking the voting privileges of any delinquent Owner or, in the case of a violation of the Declaration, Bylaws, or these Rules and Regulations, assessing a fine against the violating Owner.

Any additional Building service provided by Management and not covered by the maintenance assessment, i.e. special extermination charges, fees or penalty assessments, will be invoiced monthly by Management and will be due ten (10) days after the date of the invoice.

Condominium Commercial Units

In addition to the other Rules and Regulations, all condominium commercial units in the Building shall comply with the following:

1. No unit shall be used either on a permanent or temporary basis as a sleeping accommodation.
2. Guests, invitees, patrons and occupants of the unit shall not use or enjoy any recreational facilities of the Building, the Guest Rooms or enter the Common Elements except when necessary to gain access to the unit.
3. No sign of any kind shall be displayed to the public view on or from the unit without the prior written consent of the Board or the written consent of the Association's managing agent acting in accordance with the Board's direction.
4. No noxious or offensive activity shall be carried on, in or upon the unit or Common Elements that may be or become an unreasonable annoyance or nuisance to any other Owner.
5. No loud noises or noxious odors shall be permitted to emanate from a unit.

Conduct

In keeping with the image of the Building, no disruptive, profane or vulgar conduct is permitted in the Building. Public intoxication is not allowed in the common areas of the Building.

Emergency Procedures

IN CASE OF AN EMERGENCY CALL 911 FOR POLICE, FIRE, or AMBULANCE SERVICE. Then alert Garage Access Control at 713-659-1705 as to the type of emergency. However, neither the Association nor Management (including Garage Access Control) are trained or experienced in providing any type of "first responder" services and should not be relied upon for such services.

1. Fire

Call 911. If you call 911 to report a fire, direct the dispatcher to have the fire department arrive at the Travis Street entrance. Also notify Garage Access Control (713-659-1705).

There are three (3) fire exits and pull stations per floor, one on each end of the hallway and one in the middle of the hallway. There are also three (3) fire hoses and three (3) fire extinguishers per floor.

Please familiarize yourself with these items at their locations. It is a violation of applicable City of Houston codes to tamper with or activate fire alarms unless there is a fire.

2. Ambulance Service

When you call for an ambulance, instruct the dispatcher or ambulance driver to arrive at the garage entrance on Travis Street and provide your unit number. Also notify Garage Access Control (713-659-1705).

3. Evacuation

Emergency evacuation diagrams are posted on every floor by the elevators. Familiarize yourself with a planned evacuation route.

DO NOT USE ELEVATORS IN THE EVENT OF FIRE. GO TO THE NEAREST STAIRWELL AND WAIT FOR INSTRUCTIONS.

Entrances to the Building

The front lobby door is open daily from 7 a.m. to 11 p.m. and is staffed during those hours by Front Door Access Control personnel. Residents may enter the front door between 11:00 p.m. and 7:00 a.m. by using their access card or by identifying themselves via the camera located at the front entrance which is monitored at Garage Access Control. A guest arriving between 11:00 p.m. and 7:00 a.m. should contact Garage Access Control (via the intercom at the main entrance located on Gray Street) for entry. It is incumbent upon each owner and resident to gain entry to the Building only through proper means.

Exercise Facility

The exercise facility, located on the 6th floor in unit 601, is open daily from 5:00 a.m. to 12:00 a.m.

Entry is only available by access card. No food, drink or animals are allowed. Proper exercise attire must be worn, including only rubber sole athletic shoes. **NO BARE FEET.** Use of the exercise facility is restricted to those residents that can use the equipment in the exercise facility in accordance with posted instructions and without disturbing others. **EXERCISE AT YOUR OWN RISK!**

Exterminators

Extermination service is provided for all Residents. Exterminators are on the property once per week to treat the common areas. Individual unit treatment is available by request through the Business Office. Any additional service not provided by the standard building contract (i.e. fleas) will be billed to the Resident of the unit by Management.

Fines

Each Owner is responsible for compliance with these Rules and Regulations as well as any and all Tenants, Occupants or Guests in the Owner's unit. The Association, through the Board, reserves the right to levy fines authorized by Texas law up to \$1,000.00 or such higher amount as the Board determines to be reasonable, depending upon the number of previous violations or the severity or nature of the violation (including increased fines for violations of the Association's short-term rental restrictions).

The Association reserves the right to modify the fine amount and its fining procedure depending upon the circumstances surrounding a violation, and has the right to pursue any rights or remedies that the Association, through the Board, is legally authorized to pursue for any violation of these Rules and Regulations.

Flammable/Toxic Substances

Absolutely no flammable/toxic substances are permitted to be brought into or stored ***anywhere*** in the Building, at any time, or for any reason. Live holiday trees are flammable; consequently, they are greatly discouraged.

Freight (Service) Elevator

The freight elevator is available Monday thru Friday between 9:00 a.m. and 5:00 p.m. by reservation through the Business Office at (713) 659-1801. Moving furniture is prohibited at the lobby level. Moving into the Building through the lobby is not permitted. All furniture and any items which cannot be hand-carried must be brought through the basement, onto the freight elevator, and then to the floor of your unit. For the convenience of all residents, moving should take place on weekdays only and must be coordinated through the Business Office in advance.

Should you be expecting a delivery of an item which would require the use of the freight elevator, the Business Office must be contacted in advance of the delivery date to schedule the elevator.

If an Owner, their guest, contractor or third party associate uses the freight elevator at any time other than the above specified times, the Association shall assess the Owner a use fee of \$250.00 for each day (or portion of any day) that the elevator is used. In addition to the foregoing use fee, the Owner shall be responsible for all costs and expenses associated with any damage to the elevators, lobby floors, hallway carpet or wall coverings.

Garage

Clearance into and out of the garage is 7' 0". Oversized vehicles, trailers, disabled vehicles and boats are not permitted entry and shall not be stored in the garage area. Car washing and repairs are not permitted in the garage.

EZ tag parking access is available to Resident. One tag per parking space can be requested from the Business Office.

A five-minute loading and unloading zone is located at the entrance to the garage. It is intended as a convenience for unloading items such as groceries or to secure the use of carts from the Garage Access Control. Any vehicle left unattended for longer than two (2) minutes can be towed without notice and at the Resident and or automobile owner's expense.

Guests

Guests may enter the Building by the front door between 7 a.m. and 11 p.m. or via the Garage Access Control at other times (*See "Entrances to the Building"*). No Resident or Occupant should authorize Front Door Access Control or Garage Access Control to allow any unknown person(s) to gain entrance to the Building. If you have occasion to have a Guest use your unit in your absence, you must provide prior written notice to the Business Office. No keys will be given out by the Business Office, Front Door Access Control or Garage Access Control without written instruction from the Resident that includes an estimated arrival date and expected length of visit by the Guest.

Guest Rooms

Six (6) guest rooms are located on the sixth floor and are available for use by Guest(s) of Residents for overnight or short term stays. These rooms are not available to the public for rental.

During regular business hours, contact the Business Office to reserve guest rooms in advance. A refundable deposit and nominal room rate must be paid in advance. All Guests must provide proper identification. An ID/Driver's license of the Resident will be required to make a reservation. An ID/Driver's license of the Guest will be required when the Guest checks in.

A maximum of two (2) adults and two (2) children (any person under the age of 18) per room is allowed. Check out time is before 12:00 noon or an additional daily rate will be charged.

Guests are required to comply with these Rules and Regulations at all times. Additional regulations may apply; please contact the Business Office for details.

Insurance

The monthly maintenance fee includes appropriate insurance for the Building to cover common areas and real property. Individual unit Owners are responsible for insuring their own personal property and for having liability insurance as required by the Declaration.

TENANTS OF INDIVIDUAL UNIT OWNERS ARE ADVISED TO OBTAIN RENTER'S INSURANCE.

Laundry Facilities

Coin operated laundry facilities are located on the 5th floor for use by Residents, Occupants and Guests. The laundry room is open 24 hours a day. Please be considerate of others using the facilities by cleaning up any spills or accidents you may have. Do not leave your laundry unattended.

ANY ONE USING THE LAUNDRY FACILITIES IS SOLELY RESPONSIBLE FOR THEIR BELONGINGS.

Lettering for Commercial Spaces/Signage

On exterior doors, the glass panel adjacent to the entrance door to each commercial space may be used for lettering that identifies the commercial business. The size, font, and color of all lettering must be approved in advance in writing by the Board. Generally, lettering should be bronze or silver in color, block or script font, with letters no larger than 7 inches. Suite number identification shall be no larger than 3 inches.

Corner locations may also apply lettering that matches the exterior entrance door/panel to one glass panel on the adjacent side

On interior doors, the glass door or glass sidelight may be used for lettering and/or suite number identification.

Generally, lettering should be a bronze or silver color, block or script font, with letters no longer than 3 inches. Suite identification shall be no larger than 3 inches. The size, font, and color of all lettering must be approved in advance in writing by the Board.

The Board has sole approval of any lettering or signage for Suite 101.

Lock Outs

A Resident who is locked out of their unit must call a locksmith to enter the unit. To the extent possible, a member of the Management staff will attempt to assist, if available.

Please note: Due to staffing levels, lock-out assistance may not be available from midnight until 7:00 am.

All Residents are encouraged to keep a spare key to the Resident's unit in a key box in the Business Office. However, the key box will only be available to Residents during office hours.

Mailboxes

Each unit is assigned a mailbox located on the first floor. The mailboxes are serviced by the United States Postal Service. The Business Office does not have access to the mailboxes. Receptacles for disposal of unwanted mail are located across from the mailboxes. Please use them. (See "Trash").

Maintenance Assessments and Building Services

Maintenance assessments are due in full on the first day of every month. Assessments not paid by the 15th will incur a \$5.00 late charge. These mandatory assessments are established in the Declaration and set annually by the Board. (See "Collection Policy")

Move in/Move outs

All moves must be scheduled through the Business Office in advance and must occur Monday through Friday between 9:00 am and 5:00 pm. Moves are not permitted on weekends or holidays.

- Management will conduct a thorough walk-thru and inspection with movers and Resident both before the move begins and upon completion;
- Owner is responsible for any damage caused by the Owner or Tenant moving in or out of the Building or by the movers;
- Prior to move-in, a non-refundable fee of **\$200.00** must be paid by the Owner to the Association in the Business Office. This fee is to partially offset expenses that Management will incur as a result of the move-in;
- The hallway carpet to and from the elevator and unit must be covered with cardboard or masonite (provided by 2016 Main);
- The elevator lobby floor must be covered with masonite (provided by 2016 Main);
- "Move in Progress" sign must be installed in the freight elevator and the "run key" turned on (provided and performed by 2016 Main).

All moves into or out of the Building must be scheduled through the Business Office to secure the use of the freight elevator in accordance with the "Freight Service Elevator" section of these rules. Only the elevator designated as "Freight Service Elevator" can be used for moving in or out of the Building, or for moving furniture, equipment, heavy boxes, construction debris or other heavy loads.

Moving materials such as empty cartons and packing materials must be broken down and disposed of in the Trash Room located on each floor. Please notify Management if you have left items in the Trash Room for disposal.

The freight elevator may only be scheduled between 9:00 a.m. and 5:00 p.m., Monday through Friday and may not be scheduled on weekends or holidays.

Passenger elevators may not be used to move in or out of the Building or to move furniture at any other time.

Any damage done to common or limited common areas by movers, Residents, Occupants, and or Guests will be charged to the Owner of the unit in which the move occurs.

Noise

Consideration of other Residents regarding noise is imperative. Stereos, radios, televisions and musical instruments should be played at levels low enough so that the sound cannot be heard in the hallways or adjacent units. In addition, the Building is a poured-in place concrete building. This means that any sound made in your unit can reverberate several floors above and below your unit. This includes shoving or pushing furniture around on bare floors. To avoid disturbing Residents above and below your unit, if you are using any kind of weight equipment, do not drop or let it fall without padding underneath, especially if you do not have carpet in your work-out area.

Odors

Noxious odors emanating from a unit into the common areas or adjacent units is not permitted. While cooking, use the exhaust system in the kitchen.

Animals must be hygienically cared for so that their elimination odors are non-existent.

Owner's Rental Guidelines

Each Owner is responsible for the conduct of the Owner's renters and such Renters' Occupants or Guests. Each Owner is required to comply with the Owners' Rental Guidelines attached to these Rules. A violation of the Owners' Rental Guidelines shall constitute a violation of these Rules.

Outside Contractor Rules and Agreement

Outside Contractor Rules and Agreement are contained in a separate document available in the Business Office. Any construction or remodeling project desired by a Resident must be approved prior to work beginning by submission of the completed and signed Outside Contractor Rules and Agreement to the Business Office.

Please review the Rules and Agreement carefully as they are part of the 2016 Main Construction Rules and Regulations and must be followed anytime a Resident plans to have work performed in a unit.

Please note: an Owner will be responsible for repairing and replacing any portions of the Building, including Common Elements and Limited Common Elements that are damaged, disturbed or disrupted as a result of construction work. The Association and its representatives and contractors shall have the right to enter and inspect any unit during reasonable hours to determine whether work being done or completed in a unit is in compliance with Building requirements.

Also, please note that Building's employees are not permitted to work for individual Residents/units for any type of work.

Rental Privileges

If an Owner desires to offer a unit for rent, Owner must comply with Owner's Rental Guidelines. The Tenant(s) and their Occupants can enjoy all of the amenities of the Building; however, the Owner forfeits Building amenity privileges to the extent such privileges are associated with owning that particular unit. For example, if an Owner rents a unit to a Tenant, Tenant inherits Owner's privileges to utilize the amenities such as the exercise facility, party room, swimming pool and guest rooms. Owner, as a landlord, no longer has right to use these amenities as long as Owner maintains a landlord status.

Short-term rentals of less than 30 consecutive days are prohibited. Owners as well as Renters are prohibited from renting or subletting, or advertising the rental or sublet of, a unit for less than 30 consecutive days (including advertisements on any type of social media).

Packages

A package pickup and delivery room is located in the garage entrance area. You may pick up any package from this area by showing your package pick up slip. Flowers and perishables will not be accepted unless prior arrangements have been made with the Business Office.

Please note: 2016 Main is not responsible for the disposition or condition of any article/package it is authorized to accept. By authorizing 2016 Main to accept packages, you have assumed all risks.

Parking Spaces

Residents must park in their designated space. Any automobile not properly parked in its designated space shall be towed at the automobile owner's expense as authorized by law (See "*Towing of Vehicles*").

"For Sale" signs on vehicles are strictly prohibited.

1. A parking space shall be used for parking purposes only and cannot be used as a storage area.
2. No Resident or Occupant shall park, store or keep any vehicle, except wholly within the parking space designated for it, and any inoperable vehicle (i.e. a vehicle that cannot be moved under its own power or has an expired registration sticker, expired license plate and either flat or no tires or exhibits significant fluid leaks) shall not be stored in a parking space or within the common elements in general.
3. No Resident or Occupant shall park, store or keep within or adjoining the property: (i) any large commercial-type vehicle (dump truck, trash removal truck, cement-mixer truck, oil or gas truck, delivery truck or any other similar vehicle) or any vehicle used for commercial services; or (ii) any recreational vehicle (camper unit, motor home, truck, trailer, boat, mobile home or other similar vehicle).
4. No Resident or Occupant shall conduct any repairs or restoration of any motor vehicle, boat, trailer, aircraft or other vehicle upon any portion of the common elements.
5. The front boundary of a parking space is considered to be the exterior concrete wall (use of the space between the guardrail and the exterior can be used to park a wheeled delivery/luggage cart, a personal, collapsible cart, motor scooter or a bicycle within that space; but it is not for storage of other items).
6. The rear boundary of a parking space is considered to be the end of the lines marking the space.

Resident Information Sheet

Before move in, the Business Office must be provided a completed Resident Information Sheet (available in Business Office) for each Resident and Occupant who will inhabit the unit.

The Resident Information Sheet provides information for use in an emergency. If an Owner leases a unit, Owner must provide Management with a copy of the completed lease attached to the Renter's Resident Information Sheet before Management will authorize moving time on the freight elevators or issue access cards to the Building.

Rolling Storm Shutters (See “*Storm Shutters*”)

Roof

The roof of the Building and Skyline Room are restricted areas. Residents, Occupants and Guests are not allowed to store any items or have access to these areas.

Satellite Dish

A satellite dish may be installed; however, it must not extend beyond the horizontal or vertical boundaries of the unit’s balcony and should be secured to the lower portion of the interior balcony wall or floor. Other restrictions may apply. All satellite dish installations must be reported in person to the Business Office prior to installation.

Satellite dish placement is regulated within the current FCC regulations. Please contact the Business Office to receive the current policies and regulations regarding the proper installation of a satellite dish on your balcony.

Skyline Room

The Skyline Room is located on the sixth floor and is available to Residents for private functions. The Rules and Regulations for use of the Skyline Room are attached and incorporated in these Rules and Regulations. Please review them carefully. At all times, remember that the sixth floor has a number of residential units and anyone using the Skyline Room or walking through the halls on the sixth floor must not disturb the residents of those units. Noise levels in the hallways must be kept to a minimum to avoid disturbing Residents.

Smoking

2016 Main is a **non-smoking** Building in all common areas.

Solicitation

Solicitation is not allowed at or in the Building. No one is allowed to distribute any pamphlets, circulars, notices, memos or letters in the Building's common areas, including the garage, elevators or on/under a Resident's door. Please respect the privacy of the Residents. Please contact the Business Office if you have an announcement for the Building. Bulletin boards are located in the laundry room and exercise facility for your convenience.

Storage Lockers

Each unit is assigned a storage locker located either in the basement or on the 5th floor. This is the appropriate area for storing belongings. Balconies, parking spaces, and aisles of the storage locker areas are not to be used to store your belongings. Items left in the aisles of the storage locker areas will be removed and disposed of without notice due to the fire and safety hazard these items may cause.

Neither the Association nor Management is responsible for the loss or damage of any items stored or left in storage lockers or storage locker aisles.

Storm Shutters

Rolling storm shutters may be installed if they meet the standards acceptable to the Board. The material must be light beige to include box, tracks, slats and hardware. Board approval must be received in writing before any installation begins.

The rolling storm shutters should be installed inconspicuously and should remain in their withdrawn position unless a major storm is eminent. They are not to be used as a source of shade, sound abatement, insulation or any other use that would require them to be unrolled and visible from the street, except immediately before, during or directly after a major storm.

Swimming Pool and Deck Area

The Swimming Pool and Deck Area is located on the 6th floor and is open from 7:00 a.m. to 12:00 a.m. daily.

All Guests (limit of 4 per unit) must be accompanied by an adult Resident.

Children under 14 years of age must be accompanied by an authorized adult Resident

A LIFEGUARD IS NOT PROVIDED. ALL RESIDENTS AND GUESTS SWIM AT THEIR OWN RISK.

Only appropriate swim wear will be allowed in the pool. For sanitation reasons, no person wearing a diaper is allowed in the pool or hot tub.

Persons in swimming attire must wear a cover-up in the halls, elevators and lobbies.

Please do not drip water on the carpet, tile or in elevators.

Glass containers are strictly prohibited on the pool and deck area. Only unbreakable containers are allowed. Place all trash in the provided trash containers.

Swimmers and observers are cautioned not to run on the Pool and Deck area.

Pool cleaning is scheduled for the morning hours in an attempt to avoid interference with the Residents' use of the pool. Should Residents be at the pool when cleaning is scheduled, they will be asked to leave until the cleaning/maintenance has been completed.

For health reasons, pets are prohibited in the pool area. This rule does not apply to service animals reasonably required as aids to accommodate disabled persons.

Hair rollers and bobby pins are prohibited from being worn while using the pool as they can clog and damage the pool filters.

Due to the limited size of the pool, no floats are allowed.

Portable radios are allowed; however the volume must be kept low enough as to not to offend any others using the pool area or Residents on the 6th floor or Pearce Elevated side of the Building.

Wheeled vehicles, exclusive of wheelchairs, are not permitted on the pool deck.

Noise must be kept to a minimum while using the pool and spa. Residents live behind the patio doors on the sixth floor and on every floor above the pool. Profane language and behavior is strictly prohibited.

In an effort to make the Pool Deck Area available to all Residents, pool parties are not allowed.

SKYLINE ROOM RESERVATIONS DO NOT INCLUDE THE USE OR ACCESS TO THE POOL DECK AREA.

Towing of Vehicles

Towing of vehicles must be handled through Management. If someone is illegally parking in your space, call the Access Control Office in the garage at (713) 659-1705 for towing instructions.

The Resident requesting the tow must sign the tow ticket. All tows must be in accordance with applicable law. Management employees cannot sign for the Resident. Management reserves the right to tow vehicles in accordance with state law.

Trades People

Trades people (carpenters, plumbers, etc.) must be registered with Garage Access Control as well as with the Business Office. All trades people are required to use the service elevator. Management will need to schedule their time if they need to transport tools, material or equipment. All Owner's and their choice of outside trade's people, vendors, and service personnel must complete and submit a Construction Deposit Rules' form and

provide proof of liability and workman's compensation insurance and a deposit. All documents must be submitted to the Business Office and approved prior to the commencement of any work. It is the responsibility of the Owner to acquire all necessary City and/or County building and construction permits.

Trash

A service room with a trash chute is available on each residential floor. Trash must be bagged in small quantities so as not to jam the chutes. Trash bags, sized to drop freely through the chute, must be used. **Kindly leave your properly bagged trash in the service room. Building maintenance will place the trash bags in the chute. You must notify Management of any trash left in the service room that is too large to be disposed of through the chute.**

Trash Disposal Guidelines

1. Only Management staff has access to the trash chutes in the service rooms on each floor.
2. Please place your trash in a 13-gallon plastic bag, tie it, and place it in the service room on your floor. Management employees will dispose of the trash daily. DO NOT PUT LOOSE TRASH ON THE FLOOR.
3. Please place your cat litter in a heavy duty plastic bag or double bag it.
4. Disassemble paper cartons and empty boxes. DO NOT PUT LOOSE TRASH OR GARBAGE IN BOXES.
5. Flammable and toxic substances are not permitted in the Building and should NEVER be placed in the service room.
6. Grease should be placed in a sealed glass jar or metal can and left on the floor of the service room. DO NOT POUR GREASE DOWN ANY DRAIN OR PLUMBING FIXTURE IN YOUR UNIT.
7. Newspapers should be placed in the service room. Please stack newspapers or place them in a plastic bag with your other trash. Please dispose of your papers DAILY, either bagged or stacked.
8. Trades People and Contractors ARE STRICTLY PROHIBITED from depositing anything in the service room. All trades people and contractors are REQUIRED to carry off all debris and construction or demolition trash they create in your unit. The Owner will be charged should the Association need to remove any construction debris.
9. Residents moving out of the Building should not deposit abandoned furniture, appliances, or bulky trash in the service room. You **MUST** arrange to move these items out with you when you move or call a charity of your choice to pick up the item(s) you are not taking with you.

Unit Use Restrictions

Conducting any kind of business (including childcare services) in any Residential Unit (either a “Condominium Residential Unit” or a “Condominium Penthouse Residential Unit” as those terms are defined in the Declaration) is prohibited – except that any lawful business conducted “at home” by computer, mail, or telephone is permissible if customers, clients, patients, other business associates or an excessive amount (as determined by Management) of mail, packages or other deliveries do not come to a Residential Unit for business purposes. This rule does not apply to a “Condominium Commercial Unit” as that term is defined in the Declaration.

Utilities

Water, electricity, heating and air conditioning, basic cable tv and internet monthly usage charges are covered by the monthly mandatory maintenance assessments. Telephone service is the responsibility of each Resident and is not included in the monthly maintenance assessment. Maintenance of all utility services within an individual unit is at the Owner's expense as established and set out in the Declaration.

Water Beds

The use of water beds is prohibited in the Building.

Weapons

1. Open Carry Restriction. Residents, Occupants, Guests and their invitees and contractors shall not openly carry a handgun, rifle, shotgun or other firearm in the common areas of the Building (including the garage areas, common rooms and amenity areas), even if carrying the firearm is legal or the person carrying the firearm is legally licensed to carry the firearm. Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly. For the purposes of the foregoing sentence, the term “enter this property” shall mean the common areas of the Building.

2. Illegal Weapons. Residents, Occupants, Guests and their invitees and contractors shall comply with all laws regarding the carrying of or possessing illegal weapons. For the purposes of this policy, the term “illegal weapons” shall be any item or device declared illegal pursuant to the Texas Penal Code including, but not limited to, clubs, illegal knives, knuckles, chemical dispensing devices, zip guns and explosive weapons. Additionally, Residents, Occupants, Guests and their invitees and contractors shall not display or possess any guns, knives or other weapons in the Building, even if legal.

3. Responsibility for Compliance. The restriction of carrying firearms or other weapons in this policy does not constitute a representation or warranty by the Association or the Board that the Building will be any safer than a Building without such restrictions. The

standard of care with respect to these matters is not greater than the standard of care applicable to other buildings that may not have similar restrictions. The Association and the Board specifically disclaim any express or implied warranties that any portion of the Building will have any higher or improved security than any other condominium communities. Neither the Association nor the Board can, and do not, warrant, guaranty or promise that persons will not carry a firearm or other weapon. The Association's ability to monitor or enforce these restrictions depends significantly upon voluntary compliance by Residents, Occupants, Guests and their invitees and contractors.

Wi-Fi

Wi-Fi is provided throughout the Building. Contact the Business Office for start-up information.

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2016 MAIN OWNERS ASSOCIATION, INC.

Outside Contractor Rules and Agreement

Revised July 1, 2019

RP-2019-481203

Effective July 1, 2019, these Outside Contractor Rules and Agreement (“Contractor Rules”) have been adopted by the Board (“Board”) of 2016 Main Owners Association, Inc. (the “Association” or “2016 Main”) for the purpose of governing and regulating all contractors hired by Owners at 2016 Main to perform work within their unit(s). These Contractor Rules are expressly made part of the Building Rules and Regulations (the “Building Rules”) previously adopted by the Association and provided to each Owner. These Contractor Rules shall be in addition to any and all requirements found in the Condominium Declaration of 2016 Main Condominium (the “Declaration”) which governs each Owner’s use and occupancy of the unit owned.

To the extent that there is any conflict between the terms of these Contractor Rules and the Declaration, the Declaration shall prevail. Each Owner is held responsible and accountable for referencing these Contractor Rules prior to beginning any work and strictly adhering to each item at all times. The enforcement provisions of the Building Rules previously adopted apply to these Contractor Rules. If you do not have a copy of the Building Rules you are strongly urged to contact the Business Office immediately to obtain a copy.

For the purpose of these Contractor Rules, the term “contractor” when used shall mean any person or entity that performs work for an Owner or Owner’s agent or representative to improve real property or to perform construction services to the unit(s) including contractors affiliated with Owners in the building. This term shall also include all sub-contractors who are performing services on behalf of the contractor. This shall also include any referenced rule and regulation to “Trades People” as defined and referred to in the previously adopted Building Rules.

For the purpose of these Contractor Rules, the terms “construction” “work” or “improvements” shall also include any referenced rule and regulation associated with “Alterations” as defined and referred to in the previously adopted Building Rules.

All work must take place inside the Owner’s unit or completely off premises of the building grounds. All Owners shall assure that their contractors are not cutting wood or carpet in the corridors, garage areas, basement areas or any other common area. **Owners and contractors are strictly prohibited from entering or breaking the sheetrock to tear down the shared and/or exterior perimeter wall of a unit without properly restoring the wall which includes the restoration of the “2 hour fire wall” which is made of two 5/8 inch sheets of sheetrock. Metal studs are required at all times. Wood studs are strictly prohibited.**

The following Contractor Rules are outlined in the following categories:

- BEFORE
- DURING/ONGOING
- CONSTRUCTION WORK SPECIFICS
- ENFORCEMENT AND INDEMNIFICATION

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BEFORE

The following items must be reviewed and enforced prior to any contractor being authorized to enter the Owner's unit with or without prior intent to perform any and all construction work or construction work related activities.

Deposits and Fines

Prior to beginning construction, each Owner is required to submit to the Business Office:

- (i) An Owner Deposit in the amount of Five Hundred Dollars (\$500.00) paid by check or money order from the Owner to the Association;
- (ii) A contractor deposit in the amount of Five Hundred Dollars (\$500.00) paid by the lead or general contractor of the project by check or money order payable to the Association; and
- (iii) A complete scope of work to be performed in the building.

The deposits will be held until the construction is complete in accordance with all building rules and regulation. The deposits will be eligible for refund after an employee or representative of the Business Office inspects the completed work and confirms that the work has been completed in accordance with all building rules and regulations and that any fees, fines, penalties or "clean up" charges that may be applicable have been paid in full.

Deposit requirements are in addition to all other requirements of these Contractor Rules. The Association reserves the right to waive the contractor's deposit requirement on smaller jobs as the Association deems appropriate in its sole discretion.

Failure to follow all of the outlined Contractor Rules for any reason will subject the Owner to a fine pursuant to the Building Rules.

Contractor Identification

Prior to allowing any contractor to perform work in the building, Owners are required to provide written notice to the Business Office of: (i) the names and if applicable, the associated company name of each individual contractor as well as all employees or sub-contractors and personnel that will be requiring access to the building; and (ii) the type and scope of work the individuals will be performing. All contractors, repairmen, movers and any other person with the intent to perform construction or repair work is required to exchange their valid identification for a vendor badge and access card. Management reserves the right to refuse access to the building to any contractor, repairmen, movers and any other person with the intent to perform construction work if the Business Office has not been previously notified of the individual or if the individual does not have proper and valid identification. Owners are responsible to check references of anyone performing work in their unit.

Contractor Insurance

Prior to the commencement of any work in the building, contractors are required to provide evidence of insurance which meet specific terms and limits as required by the Association as outlined below:

- Comprehensive General Liability Insurance which names the Association as an additional insured in the amount of at least Five Hundred Thousand Dollars (\$500,000.00)
- Workers Compensation Insurance which covers all of the contractor's employees who will be entering the building for any and all reasons related to the work to be performed by said contractor on the unit.

Construction Licenses and Permits

Owners are responsible for ensuring that contractors and associated employees, personnel and sub-contractors have been issued **all appropriate and required licenses and permits** to carry out the work to be performed and to perform all work in accordance with all applicable laws, statues, ordinances, rules and regulations; including, but not limited to, the City of Houston Building Code and Code of Ordinances.

Construction/Remodeling by Individual Residents

Anyone performing work in the building is responsible for obtaining all required permits and licenses and complying with all applicable laws. Please note that work performed by individual residents may still require a City permit, especially when adding or repositioning any electrical wiring and/or performing plumbing work. Permits are required to remove any "fire rated" wall in the bathroom, kitchen or walls between units.

All electrical work must be done by a licensed electrician. All plumbing work must be performed by a licensed plumber.

A copy of any required licenses or permits must be provided to the Business Office before work begins.

Contractor Scheduling

All work must be scheduled to be performed only between the hours of 8:00 am and 5:00 pm; Monday through Friday. Any work that will or could be perceived as excessively loud must be scheduled after 9:00 am. Should Management need to be brought in to make a final decision as to any work being defined as "excessively loud", the decision will be at the sole discretion of Management and shall not be eligible for dispute. Please act on the side of caution when making this decision to avoid any possible conflict. Except for emergencies involving immediate concern

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for health or property damage or receipt of prior approval by Management, all construction work is prohibited on weekends and holidays.

Contractor Parking and Building Access

Contractors will not be permitted to park in the building's parking garage. All contractors will be permitted to enter and exit the building by way of the garage entrance only. Any contractor attempting to gain access to the building by way of the lobby entrance or any other entrance will be redirected to the garage entrance.

DURING/ON GOING CONSTRUCTION

Equipment Transportation

Transportation of any equipment through the lobby of the building is strictly prohibited. Contractors must use the service/freight elevator at all times and, if multiple loads will be transported, the contractor is required to contact the Business Office in advance to schedule a time to use the service/freight elevator. Owners are required to ensure that a heavy duty plastic, cardboard or cardboard like material is placed on the floor of the service/freight elevator and the entire hallway leading to their unit prior to moving any equipment, tools or supplies. Masonite is required to be placed at the elevator landing while moving construction materials, debris or large tools. Any cost to repair any damage to the floors of the service/freight elevator or hallway, which are determined to be either a direct or indirect result of failure to use or using insufficient protection will be passed on to the Owner for immediate payment. Contractors shall refrain from tracking paint, sheetrock, grease, or any other substance or material onto the carpet and floors of the corridors and all common areas. This includes any marks by hands, clothing or equipment on any surface of all walls of the corridors, elevator or trash rooms. All Owners and contractors are required to exhibit courteous and respectful behavior with others; and when possible, share elevators with Owners between deliveries or if your load is light.

- An oversized load shall be defined as any object which extends beyond the natural capacity of the freight elevator. Contractors and Owners are required to give prior notice to the Business Office of any intent to move an oversized load. Use of the service elevator for loads that would involve forcible entry or removal of any item or ceiling access panel removal is strictly prohibited. Management will contact the appropriate elevator service provider to remove the ceiling access panel. Any extra charge by the elevator service provider will be passed directly onto the Owner and charges will be due immediately.

Construction Work Clean Up

Owners are responsible for assuring that all contractors performing work completely clean up all debris or material from the Owner's unit, as well as all hallways, corridors, elevators, garage areas, and any other common area on an ongoing and daily basis during and after performing any work. This requirement shall include, when applicable, thoroughly vacuuming and sweeping all affected areas. Contractors are responsible for removal of all trash by way of the service/freight

elevators only. The buildings trash chute cannot be used to remove large materials such as sheetrock, construction debris or large quantities of trash. If the Association, in its sole opinion, is not completely satisfied with the efforts of a contractor or Owner to clean the affected areas, the Association will charge the Owner a cleaning/removal fee.

CONSTRUCTION WORK SPECIFICS

Air Conditioning Repairs or Replacements

In the event that Owner replaces their air conditioning unit and the work involves shutting off valves, the Owner (through a contractor) will be required to make preparations to freeze the lines. There will be no action or assistance provided by the Association or Management concerning these issues, including but not limited to, drainage of the treated water chiller system.

Environmental Issues

Owners are hereby advised that there is asbestos containing material located in the common area chases around the elbows, unions, and tees of the building pipes. There also may be asbestos containing material or other hazardous materials in and around the common areas as well as each unit. Owners are responsible for making every effort to determine what environmental hazards, if any, will arise from the work to be performed by the contractor. Owners are solely responsible for ensuring that all contractors follow all applicable Federal, State, and local laws, ordinances, statues and regulations including OSHA standards or any other applicable standards related to the work being performed. Owner is prohibited from relying or referencing any implied representation, statements or other assertions by or from the Association with respect to the existence or the possible existence of any hazardous material. Owner represents that they have performed all necessary due diligence with respect to the work to be performed and understands that the Association's permission granted for work to be performed in accordance with these Contractor Rules does not constitute any express or implied warranty with respect to the presence or treatment of hazardous or potentially hazardous materials.

Painting / Refinishing

Water based paint is the only approved and permitted type of paint to be applied in the Unit. Lacquer or enamel type paint must be applied completely off the premises of the building grounds. When application of water based paint or floor re-finishing, the following precautions must be taken:

- The fan (blower) of the air conditioner must be turned off at the breaker box
- Do not open the front door of the unit to the common area hallways; tape or seal the front door before opening the balcony doors so that paint fumes or associated odors are not able to escape into the hallways.

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- All vents must be completely sealed and/or taped
- Extractor fans should be used to funnel odors from the unit to the outside.
- Application of paint or finish without prior written notice and approval by the Business Office is strictly prohibited.
- Application of oil and lacquer finishing is strictly prohibited from being performed in the unit as well as anywhere on site. Application of either of these materials must be performed and handled off of the building premises at all times.

Plumbing

Any plumbing work that requires the water to be turned off may affect multiple units including multiple floors. Owners are required to contact the Business Office prior to performing any work as far in advance as possible to allow for proper notification of residents who will be affected.

Installation of any “cartridge” types of plumbing fixtures (i.e. Moen, etc.) are strictly prohibited as they can cause the ‘mixing’ of hot and cold water. “Single Lever” type plumbing fixtures are permitted; however, the Owner is required to make sure all preventative maintenance is performed.

Use of Association’s Equipment / Management Company’s Employees

Use of any equipment or tools (including carts or dollies) owned by the Association is not available for an Owner or Contractor’s use. Only equipment owned by the Owner or contractor can be used. The use of other Owner’s equipment and or tools is not suggested. Any problems or incidents arising from such use will not be addressed or mediated by the Association or the Management staff. Additionally, Owners are prohibited from asking site employees of the Business Office or associated staff members to perform work inside a unit unless such work has been previously approved by the Association.

ENFORCEMENT, INDEMNIFICATION AND INSPECTION

Enforcement

As indicated in the Building Rules, the Association reserves the right to take any authorized action against any Owner that is in violation of these Contractor Rules. These measures may include, but are not necessarily limited to, filing suit against any Owner for injunctive relief as well as damages and statutory fines. Injunctive relief sought may include an order that all work to be performed be stopped until the violation is cured.

Indemnification

In addition to all indemnification requirements provided for in the Declaration, Owner shall indemnify the Association, the Association's managing agent as well as their respective owners, members, shareholders, officers, directors, agents, representatives, successors and assigns from and against any and all claims, losses, injuries, or actions of any nature whatsoever, whether in contract, in tort or by statute, relating to, arising out of or in any way connected with activities of Owner's contractor or any sub-contractor utilized by Owner's contractor.

Inspection

The Association and its representatives and contractors shall have the right to enter and inspect any unit during reasonable hours to determine whether work being done or completed in a unit is in compliance with Building requirements.

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2016 MAIN

OWNERS ACKNOWLEDGMENT OF CONTRACTOR RULES AND REGULATIONS

The undersigned, the Owner(s) of unit no. _____ at 2016 Main condominiums hereby acknowledges receipt of the foregoing Contractor Rules and Regulations and represents that it will follow these rules when using outside contractors to perform work in the 2016 Main Building and will execute and have all contractors execute the Notification of Outside Contractor form, a copy of which is attached hereto, prior to the commencement of any work.

Owner (s):

Signature: _____

Name Printed: _____

Contact Number: _____

Date: _____

NOTIFICATION OF OUTSIDE CONTRACTOR

Contractor Business Name: _____

Contact: _____

Contractor Address: _____

Phone: _____

Work to be performed in Unit # _____ owned by _____ is as follows;

[Attach plans and specifications for such work or other items required on separate sheet]

Owner acknowledges that there are asbestoses containing materials in the common area chases around the elbows, unions and tees of the building pipes. There also may be asbestoses containing material or other hazardous materials in and around the common areas as well as the units. Owner further acknowledges that Owner is responsible for determining what environmental hazards, if any, will arise from the work to

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be performed by the Owner’s contractor and for assuring that all contractors follow all applicable federal, state and local laws, ordinances, statutes and regulations including all OSHA standards or any other applicable standards relating to any work performed. Owner also acknowledges that Owner is not relying upon any representation, statement or other assertion by or from the Association with respect to the existence or the possible existence of any hazardous materials. Owner represents that Owner has performed all necessary due diligence with respect to performing the work to be performed and acknowledges that no express or implied warranty of any type whatsoever has been made by the Association with respect to such existing or potential hazards even if the Association allows the Owner’s contractor to perform the work in accordance with the Association’s Contractor Rules and Regulations. Owner represents that neither Owner nor Owner’s contractor shall disturb any asbestoses containing materials located in the common areas as indicated above and, in the event that such asbestoses containing material is disturbed, in any form or fashion, Owner shall immediately notify the Management.

By signing below, Owner agrees that the Association and its representatives and contractors shall have the right to enter and inspect any unit during reasonable hours to determine whether work being done or completed in a unit is in compliance with Building requirements.

The undersigned acknowledges receipt of this notification as well as the Contractor Rules and Regulations adopted by the Association and agrees to comply with the terms of this notification as well as the Contractor Rules and Regulations.

Contractor: _____

Signature: _____

Name Printed _____

Phone: _____

Date: _____

Owner (s):

Signature: _____

Name Printed: _____

Phone: _____

Date: _____

Please include the following:

RP-2019-481203

- 1. An Owner deposit in the amount of \$500.00 paid by check or money order from the Owner to 2016 Main Owners Association, Inc.; and**
- 2. A contractor deposit in the amount of \$500 paid by the lead or general contractor of the project by check or money order payable to 2016 Main Owners Association, Inc.**

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Pages 39
10/30/2019 11:21 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
DIANE TRAUTMAN
COUNTY CLERK
Fees \$164.00

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.



Diane Trautman

COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2019-481203