II. INITIAL RULES & REGULATIONS

These Initial Rules & Regulations are established by MILESTONE COMMUNITY BUILDERS, LLC., a Texas limited liability company, for the benefit of the Milestone Southpark Condominium Community, Inc., a Texas non-profit corporation (the "Association"). These Community Rules are the "Rules" defined in Article 1 of the Declaration of Condominium Regime for Milestone Southpark Condominiums, recorded or to be recorded in the Official Public Records of Travis County, Texas (the "Declaration").

These Rules are in addition to the provisions of the Declaration and Bylaws. By owning or occupying a Unit, each Owner and Resident agrees to abide by these Rules and to comply with the obligations of Owners and Residents under the Declaration and Bylaws of the Association.

Words and phrases defined in the Declaration have the same meaning when used in these Rules. In the event of a conflict between Documents, the hierarchy of authority is as follows: Declaration (highest), Bylaws, and these Rules (lowest). The Association's board of directors is empowered to interpret, enforce, amend, and repeal these Rules.

A. COMPLIANCE

A-1. Compliance. Each Owner will comply with the provisions of these Rules, the other Documents, and policies adopted by the Board to supplement these Rules, as any of these may be revised from time to time. Each Owner, additionally, is responsible for compliance with the Documents by the Residents of his Unit, and his or their respective relatives, invitees, tenants, agents, employees, or contractors. If a Rule requires or prohibits conduct by an "Owner" or "Resident," each of those terms are deemed to include the other, and applies to all persons for whom an Owner or Resident is responsible. Any question regarding these rules should be referred to the Association The Association has the right to enforce these Rules against any person on the Property.

DRAFTER'S DICTUM

Users of this document should periodically review statutes and court rulings that may modify or nullify provisions of this document or its enforcement, or may create rights or duties not anticipated by this document.

- A-2. Additional Rules. Each Resident must comply with any rules and signs posted from time to time on the Property by the Association. Each Resident must comply with notices communicated by the Association, from time to time, which may include seasonal or temporary rules, or notice of a change affecting use of the Property. Posted and temporary rules are incorporated in these Rules by reference.
- A-3. <u>Variance</u>. Circumstances may warrant a variance of these Rules. To obtain a variance an Owner must make written application to the Board. The Board's approval of a variance must be in writing, and may be conditioned.

(W0534325.2)

- A-4. <u>Limits.</u> It is understood that individuals may have different interpretations of and tolerances for these Rules. On lifestyle-related rules, such as the "Community Etiquette" rules below, the Association may refrain from acting on a perceived violation unless the Board determines the violation to be significant or a community-wide problem. The Association may not be compelled by one Resident to enforce these Rules against another Resident. Residents are expected to deal directly and peaceably with each other about their differences.
- A-5. Filing Complaints. Because the Association is not staffed to monitor the Property for Rules violations, the Association relies on Residents to identify and report violations of these Rules and the Documents, and to monitor compliance with these Rules by violators. The Association also relies on Residents to help keep each other informed about the Rules. Recognizing that a Resident may be reluctant to confront another Resident about a violation, the Association will work with Residents to enforce the Rules. Generally, a complaint must be in writing and must be signed by a Resident or Owner who is willing to be identified as the complainant. The Association may refuse to enforce a violation (1) that cannot be easily and independently verified, (2) for which it did not receive a signed written complaint, (3) for which the complainant will not cooperate with monitoring the violation and compliance, and (4) which the Board does not consider to be significant or community-wide.

B. OBLIGATIONS OF OWNERS AND RESIDENTS

- B-1. <u>Damage.</u> An Owner is responsible for any loss or damage he causes to his Unit, other Units, the personal property of other Residents or their guests, or to the common elements.
- B-2. Association Does Not Insure. A person assumes full risk and sole responsibility for placing his personal property in or on the Property. Each Resident is solely responsible for insuring his personal property in the Unit and on the Property, including improvements and betterments installed by the Owner within their Unit, and the Owner's furnishings and vehicles. THE ASSOCIATION STRONGLY RECOMMENDS THAT ALL OWNERS AND RESIDENTS PURCHASE AND MAINTAIN INSURANCE ON THEIR PERSONAL BELONGINGS AND IMPROVEMENTS AND BETTERMENTS INSTALLED BY AN OWNER IN THEIR UNIT.
- B-3. Risk Management. An Owner may not permit anything to be done or kept in his Unit or the Common Elements that is illegal or that may result in the cancellation of insurance on the Property.
- B-4. Reimbursement for Enforcement. An Owner must promptly reimburse the Association for any expense incurred by the Association to enforce the Documents against the Owner, his Unit, or persons for whom the Owner is responsible.

- B-5. Reimbursement for Damage. An Owner must promptly reimburse the Association for the cost of damage to the Property caused by the negligent or willful conduct of the Owner or persons for whom the Owner is responsible.
- B-6. No Garage Sales. Without the Board's prior written permission, no person may conduct at the Property a sale or activity that is advertised or attractive to the public, such as garage sales, car sales, or estate sales. This section does not apply to marketing the sale or rental of a Unit, unless combined with a prohibited activity.
- B-7. Supervision of Minors. For their own well-being and protection, persons who are legally incompetent or younger than eighteen (18) years must be under the general control and supervision of their parents or guardians at all times while on the Property. Persons who are below the chronological or mental age of thirteen (13) years must at all times be in the actual company of a person at least thirteen (13) years old who is responsible for their well being. A person under thirteen (13) years may not be left unattended in a Unit at any time. After nightfall, unless accompanied by a parent or guardian, persons under eighteen (18) years may not be on the common elements.

C. OCCUPANCY STANDARDS

- C-1. Numbers. The maximum number of persons who may occupy a Unit is one more than the number of bedrooms in the Unit. Two persons per bedroom, however, may occupy a Unit if the occupants qualify for familial status protection under the Fair Housing Act. Occupancy of a Unit, for purposes of these Rules, means occupancy in excess of thirty (30) continuous days or sixty (60) days in any twelve (12) month period.
- C-2. <u>Leases</u>. Less than the entire Unit may not be leased. All leases must be made subject to the Declaration, Bylaws and these Rules and an Owner is responsible for providing his tenant with copies of the Declaration, Bylaws and these Rules and notifying him of changes thereto. Each tenant is subject to and must comply with all provisions of the Declaration, Bylaws, these Rules, federal and State laws, and local ordinances.
- C-3. <u>Danger</u>. As permitted by the federal Fair Housing Act Rules, no Unit may be occupied by a person who constitutes a direct threat to the health or safety of other persons, or whose occupancy would result in substantial physical damage to the property of others.

D. FIRE AND SAFETY

- D-1. <u>Safety.</u> Each Resident is solely responsible for his own safety and for the safety, well-being, and supervision of his guests and any person on the Property to whom the Resident has a duty of care, control, or custody.
- D-2. <u>Fires</u>. Except for barbecue fires as permitted by these Rules, there may not be any exterior fires on the Property.

- D-3. <u>Barbecue</u>. The Board reserves the right to prohibit or restrict the existence and/or use of all or certain outdoor cooking grills if, in the Board's discretion, a grill constitutes a fire hazard or is unattractive or oversized for the area in which it is kept. On permitted grills: (a) open fires must be supervised at all times; (b) gas tanks must be properly used and maintained; (c) no flames may be higher than the cooking surface; and (d) a grill may not be used near combustible materials.
- D-4. <u>Safety Equipment.</u> No person may use, tamper with, or modify the fire and safety equipment, if any, in the common elements of the Property, such as alarms, extinguishers, monitors, and self-closing gates or doors. This Section may not be construed to require the installation or use of such equipment.
- D-5. Security. The Association may, but is not be obligated to, maintain or support certain activities within the Property designed to make the Property less attractive to intruders than it otherwise might be. The Association, its directors, committees, Members, agents, and employees will not in any way be considered an insurer or guarantor of security within the Property, and may not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each Owner, Resident, guest, and invitee on the Property assumes all risk for loss or damage to his person, to his Unit, to the contents of his Unit, and to any other of his property an the Property. The Association expressly disclaims and disavows any and all representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security systems, equipment, or measures recommended, installed, or undertaken within the Property.

E. GENERAL USE AND MAINTENANCE OF UNIT

- E-1. <u>Residential Use</u>. Each Unit must be used solely for residential use, and may not be used for commercial or business purposes, except as permitted in the Declaration.
- E-2. <u>Annoyance</u>. A Resident may not use his Unit in a way that: (a) annoys Residents of neighboring Units; (b) reduces the desirability of the Property as a residential community; (c) endangers the health or safety of other Residents; or (d) violates any law or any provision of the Documents.
- E-3. <u>Maintenance</u>. An Owner, at his expense, will maintain his Unit and keep it in good condition and repair.
- E-4. Balcony & Porch Maintenance. A Resident will maintain the porch, balcony, and deck portions of his Unit in a clean manner. A Resident will take care that the cleaning of his porch, balcony, and deck does not annoy or inconvenience other Residents. A porch, balcony, or deck may not be enclosed or used for storage purposes. If the Board determines that a porch, balcony, or deck is unsightly, the Board may give the Owner notice of the problem and a reasonable time period in which to correct it, after which the Board may take corrective action at the Owner's expense.

- E-5. <u>Glass</u>. Each Owner, at his expense, must promptly repair and replace any broken or cracked glass in his Unit's windows and doors, regardless of the source of the damage. Replacement glass must conform to the standard for the Property.
- E-6. <u>Utility Equipment</u>. Each Owner, at his expense, will maintain, repair, and replace the water heating and air heating and cooling equipment/system serving his Unit.
- E-7. <u>Combustibles</u>. A Resident may not store or maintain, anywhere on the Property including within a Unit explosives or materials capable of spontaneous combustion.
- E-8. Report Malfunctions. A Resident will immediately report to the Board his discovery of any leak, break, or malfunction in any portion of the Property which the Association has a duty to maintain. A Resident who fails to promptly report a problem may be deemed negligent, in which case the Owner may be liable for any additional damage caused by the delay.
- E-9. Emergencies. In case of continuous water overflow, a Resident should immediately turn off water and TURN THE SHUT-OFF VALVES BEHIND THE TOILET OR UNDER THE SINK.
- E-10. <u>Cable.</u> A Resident who subscribes directly to cable service is solely responsible for maintaining that subscription and the appurtenant equipment. A Resident who obtains cable service through the Association is responsible for the proper use, maintenance, and return of cable connections or equipmentWires may not be draped, hung, or strong on the building or the grounds, the Owner of the Unit to which cable service is provided is responsible to the Association for any damage to the Property caused by the cable installer or servicer.
- E-11. <u>Utilities</u>. Each Resident must use reasonable efforts to conserve the use of utilities furnished through the Association, including water consumption within his Unit.
- E-12. Frozen Water Pipes. Some Units are constructed with water lines in exterior walls. It is the duty of every Owner and Resident of such a Unit to protect the water lines from freezing during winter months. During periods of anticipated below freezing temperatures, water lines in exterior walls should be allowed to drip continuously, and cabinets enclosing plumbing lines should be left ajar. Dishwashers on exterior walls should not be used during and immediately after periods of extreme cold. Failure by an Owner or Resident to monitor the local weather and take appropriate precautions may be deemed negligence.
- E-13. <u>Unsightly Articles</u>. No article deemed to be unsightly by the Board shall be permitted to remain within any Unit so as to be visible from adjoining Units or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all-terrain vehicles, toys and garden maintenance equipment shall be kept at all

23

times except when in actual use, in enclosed structures or screened from view. Service areas, storage areas and compost piles shall be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash shall be kept, stored, or allowed to accumulate on any portion of the Regime except within enclosed structures or appropriately screened from view.

F. GENERAL USE & MAINTENANCE OF COMMON ELEMENTS

- F-1. <u>Intended Use</u>. Every area and facility in the Property may be used only for its intended and obvious use. For example, streets, walkways, sidewalks, and driveways are used exclusively for purposes of access, not for social congregation or recreation.
- F-2. Grounds. Unless the Board designates otherwise, Residents may not use or abuse the landscaped areas, lawns, beds, and plant materials on the Common Elements.
- F-3. Abandoned Items. No item or object of any type may be stored, placed, or maintained anywhere on the General Common Elements, except by the Board or with the Board's prior written consent. Items of personal property found on the General Common Elements are deemed abandoned and may be disposed of by the Board.
- F-4. Trash Containers. Except for consecutive twelve (12) hour periods before and after any designated waste pick-up time, no trash containers or recycling bins may be stored in such a manner so as to be visible from neighboring or adjoining Units or from public or private thoroughfares. The Board reserves the right to specify locations within each Owner's Unit in which trash containers or recycling bins must be stored.

G. COMMUNITY ETIQUETTE

- G-1. <u>Courtesy.</u> Each Resident will endeavor to use his Unit and the Common Elements in a manner calculated to respect the rights and privileges of other Residents.
- G-2. <u>Annoyance</u>. Each Resident will avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other Residents or their guests, or the Association's employees and agents.
- G-3. <u>Noise and Odors</u>. Each Resident must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb Residents of other Units. Loud vocalizations and boisterous conduct on common elements are expressly prohibited.
- G-4. Parties. In planning private social functions at the Property, a Resident should be aware of the potential consequences on the Property's parking resources and on the sensibilities of other Residents. A Resident intending to use his Unit for a party or other activity that may be expected to produce a higher-than-customary level or duration of noise or other disturbance will make a diligent effort to give Residents of adjoining Units

- timely prior notice of the event, as a courtesy. If the event is expected to attract twenty (20) or more guests to the Property, the Resident will also give the Board timely prior written notice of the event.
- G-5. <u>Reception Interference</u>. Each Resident will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception on the Property.

H. ARCHITECTURAL CONTROL; WORK UPON UNITS AND COMMON ELEMENTS

- H-1. Exteriors. Without the written approval of the Architectural Reviewer, an Owner or Resident may NOT change, remodel, decorate, destroy, or improve any exterior surface or component of the Property, nor do anything to change the outside appearance of the Property, including without limitation the entry door, front porch, windows, garage doors, and driveway appurtenant to the Unit.
- H-2. <u>Balconies & Porches</u>. Because balconies, decks, and front porches are distinctive architectural features of the Property, an Owner or Resident may not change the appearance or condition of the balcony or porch portion of his Unit in any manner, without the prior authorization of the Architectural Reviewer. Prohibited activities include the following:
 - a. Painting or staining any part of the balcony or porch.
 - b. Installing a cover of any kind over the open slat top of the balcony.
 - c. Enclosing or covering of the balcony or porch in any manner.
 - d. Hanging items from the trellis, arbor, walls, roof, or railing, or failing to remove hanging items that the Architectural Reviewer has determined to be unattractive, such as windchimes, windsocks, birdfeeders, rope lights, and hanging baskets.
 - e. Maintaining anything on the balcony or porch that the Architectural Reviewer determines to be unattractive, such as umbrellas, items of storage, bicycles, and oversize or inappropriate furniture.
 - Barbeque grills may not be kept even temporarily on front porches or balconies.
- H-3. Satellite Dishes. A Resident who desires satellite television service must strictly comply with the applicable requirements set forth in the Declaration. As described in the Declaration, in order of preference, the locations of a Permitted Antenna which will be considered least visible by the Board are as follows: (i) attached to the back of the residence constructed within the Unit, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Units and the

street; then (ii) attached to the side of the residence constructed within the Unit, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Units and the street. No holes or protrusions may be made in any exterior surface of the Property. Wires may not be draped, hung, or strong an the building or the grounds. The Owner of the Unit to which satellite service is provided is responsible to the Association for any damage to the Property caused by the satellite dish installer or servicer. Contact the Association before shopping for an exterior satellite dish or antenna to determine if such equipment is permitted for a particular Unit and, if so, where it may be located. Owners should get Association's written authorization before any installation.

- H-4. Work Upon Common Elements and Units. Notwithstanding any provision in the Declaration or these Rules to the contrary, no Owner or Resident shall perform or permit to be performed any work to any portion of his: (i) Unit, which work may require access to, over or through the Common Elements or other Units or (ii) the Common Elements, without the prior consent of the Board, except in case of an emergency. All such work may only be performed by a person who shall deliver to the Board prior to commencement of such work, in form satisfactory to the Board:
 - (i) releases of the Board and the Association for all claims that such Person may assert in connection with such work;
 - (ii) indemnities of the Board and the Association, holding each and all of them harmless from and against any claims asserted for loss or damage to persons or property, including, but not limited to, Common elements or other Units;
 - (iii) certificates of insurance, including liability and workmen's compensation coverage, in amounts and with companies reasonably acceptable to the Board of Directors; and
 - (iv) all other information and protections which the Board of Directors may reasonably require.
- H-5. Window Treatments. An Owner MAY install window treatments inside his Unit, provided:
 - a. The window treatment, including drapes, blinds, shades, or shutters, must appear to be (1) clear, (2) white, (3) near-white light neutral, or (4) light wood tone when viewed from outside the Unit.
 - b. The use of bed sheets, tablecloths, or other obviously non-drapery fabrics is expressly prohibited, even on a temporary basis.
 - Aluminum foil, reflective window treatments, window tinting, and window decals or stickers are expressly prohibited.

- d. Window treatments must be maintained in good condition, and must be removed or replaced if they become stained, torn, damaged, or otherwise unsightly in the opinion of the Board.
- H-6. Prohibited Acts. In addition to the foregoing, a person may not:
 - a. Post signs, notices, or advertisements an the common elements or in a Unit if the sign is visible from outside the Unit.
 - b. Place or hang an object in, on, from, or above any window, interior window sill, deck, balcony or patio that, in the sole opinion of the Board, detracts from the appearance of the Property. Prohibited objects include planters and planter boxes, flower pots, window boxes, birdfeeders, windsocks, mobiles, windchimes, and other outside accessories.
 - c. Hang, shake, or otherwise display linens, clothing, towels, rugs, shoes, mops, bedding, or other similar items from windows, doors, balconies, patios, or passageways.
 - d. Have bicycles or similar sporting equipment on balconies or decks.
 - e. Place decorations on exterior walls, doors, and fences, or on the General Common Elements.
 - f. Enclose or cover a balcony, porch, or deck.
 - g. Install storm or screen doors and windows, including solar screen.
- H-7. Architectural Approval. To obtain the Architectural Reviewer's written consent for an alteration or modification, an Owner must comply with the architectural control requirements of the Declaration. An applicant may not rely on verbal assurances of an Association manager, director, or officer. If approval is obtained, the Owner must maintain the approved item in a good and attractive condition. For example, if the Architectural Reviewer approves a potted plant, the pot must be removed if the plant dies or becomes unsightly.

I. VEHICLE RESTRICTIONS

I-1. Permitted Vehicles. To be permitted on the Property, a vehicle must be operable, and must display a current license tag and inspection sticker. For purposes of these Rules, vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles. The following are not permitted on the Property without the Board's consent: trailers, boats, recreational vehicles, buses, large commercial trucks, industrial vehicles. Motorcycles, motorbikes, or other motorized

- vehicles may not be operated on the Property except to provide transportation to and from a Unit.
- I-2. <u>Repairs</u>. Washing, repairs, restoration, or maintenance (including oil changes) of vehicles is prohibited on driveways, the private streets, and in offstreet parking areas, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.
- I-3. Proper Placement. No vehicle, including motorcycles, may be driven, parked, or placed anywhere on the Property except in designated areas. Motorcycles may not be chained to buildings, fences, or any other part of the Property, unless designated for that purpose.
- I-4. <u>Nuisances</u>. Each vehicle must be muffled and must be maintained and operated to minimize noise, odor, and oil emissions. The use of car horns on the Property is discouraged. No vehicle may be kept on the Property if the Board deems it to be unsightly, inoperable, inappropriate, or otherwise violative of these Rules.
- I-5. Private Firelanes/Obstructions. All drives in the Property are private firelanes and utility easements on which parking of vehicles is prohibited at all times. No vehicle may be parked in a manner that impedes or prevents ready access to the Property, driveways, or parking spaces. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard. No vehicle may be parked, even temporarily, in spaces reserved for others, in firelanes, or in any area designated as "No Parking."
- I-6. Garages. Because of the shortage of visitor parking within the Property, it is imperative that each Resident use their garage for the parking of vehicles. A Resident with a car must use his garage for routine parking. No garage may be enclosed or used for any purpose that prevents the parking of the maximum number of vehicles for which it was constructed. Garage doors must be kept closed at all times, except when entering or exiting.
- I-7. <u>Visitor Spaces</u>. The use of unassigned and visitor parking spaces, if any, must be rotated, may not be used for storage of vehicles, and may not be used consistently by the same driver or vehicle. The Board may designate some of the unassigned offstreet parking spaces, if any, as "visitor spaces" for use, exclusively, by guests of Residents.
- I-8. <u>Violations</u>. A vehicle in violation of these Rules may be stickered, wheel-locked, towed, or otherwise removed from the Property by the Board, at the expense of the vehicle's Owner. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for Rules violations.

J. TRASH DISPOSAL

- J-1. <u>General Duty</u>. Residents will endeavor to keep the Property clean and will dispose of all refuse in receptacles designated specifically by the Association or by the city far that purpose. Residents may NOT litter common elements.
- J-2. <u>Hazards.</u> Residents may NOT store trash inside or outside his Unit in a manner that may permit the spread of fire, odors, or seepage, or encouragement of vermin. Before discarding coals, ashes, logs, or other materials used in barbecue grills or fireplaces, Resident will ensure that the debris is thoroughly cold.
- J-3. Excess Trash. Residents will place trash entirely within the designated receptacle, and may place trash outside, next to, or an top of the receptacle. If a receptacle is full, Residents should locate another receptacle to hold his trash. Boxes and large objects should be crushed or broken down before placed in a receptacle. Receptacles are to be closed at all times when not in use. Residents must arrange privately for removal of discarded furnishings or any unusually large volume of debris.

K. PETS

- K-1. Permitted Pets. A Resident may not keep or permit on the Property a pet or animal of any kind, except as permitted by these Rules and the Documents. Subject to these Rules, a Resident may keep in his Unit customary domesticated housepets, such as domesticated dogs, cats, caged birds, and aquarium fish, provided there are not more than two (2) cats, or two (2) dogs, or one (1) cat and one (1) dog.
- K-2. <u>Prohibited Animals</u>. No Resident may keep a dangerous or exotic animal, pit bull terrier, doberman pincher, rottweiler, trained attack dog, or any other animal deemed by the Board to be a potential threat to the well-being of people or other animals. No animal or housepet may be kept, bred, or maintained for any commercial purpose or for food.
- K-3. <u>Indoors/Outdoors</u>. A permitted pet must be maintained inside the Unit, and may not be kept on a porch, balcony, or deck. No pet is allowed on the Common Elements unless carried or leashed. No pet may be leashed to a stationary object on the Common Elements.
- K-4. <u>Disturbance</u>. Pets must be kept in a manner that does not disturb another Resident's rest or peaceful enjoyment of his Unit or the Common Elements. No pet may be permitted to bark, howl, whine, screech, or make other loud noises for extended or repeated periods of time.
- K-5. <u>Damage.</u> Each Resident is responsible for any property damage, injury, or disturbance his pet may cause or inflict. A Resident who keeps a pet on the Property is deemed to indemnify and agrees to hold harmless the Board, the Association, and other Owners

29

- and Residents, from any loss, claim, or liability of any kind or character whatever resulting from any action of his pet or arising by reason of keeping or maintaining the pet on the Property.
- K-6. <u>Pooper Scooper</u>. No Resident may permit his pet to relieve itself on the Property, except in areas designated by the Board for this purpose. Each Resident is responsible for the removal of his pet's wastes from the Common Elements. The Board may levy a fine against a Unit and its Owner each time feces are discovered on the Common Elements and attributed to an animal in the custody of that Unit's Resident.
- K-7. Removal. If a Resident or his pet violates these Rules, or if a pet creates a noise, odor, or other disturbance or nuisance, the Resident or person having control of the animal may be given a written notice by the Board to correct the problem. If the problem is not corrected within the time specified in the notice (not less than ten (10) days), the Resident, upon written notice from the Board, may be required to remove the animal. Each Resident agrees to permanently remove his violating animal from the Property within ten (10) days after receipt of a removal notice from the Board.

L. MISCELLANEOUS

- L-1. <u>Mailing Address</u>. An Owner who receives mail at any address other than the address of his Unit must maintain with the Association his current mailing address. Notifications of change of name or change of address should be clearly marked as such. All notices required to be sent to Owners by the Documents may be sent to an Owner's most recent address as shown on the records of the Association. If an Owner fails to provide a forwarding address, the address of that Owner's Unit is deemed effective for purposes of delivery.
- L-2. Revision. These Rules are subject to being revised, replaced, or supplemented, and Owners and Residents are urged to contact the Association to verify the rules currently in effect on any matter of interest.
- L-3. Other Rights. These Rules are in addition to and in no way whatsoever detract from the rights of the Association under the other Documents and the laws of the State of Texas.