

RULES AND REGULATIONS FOR

**THE SHORE, A CONDOMINIUM
("Condominium")**

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Adopted by

Board of Directors

March 28, 2006

(Including amendments through July 18, 2006)

PART I

GENERAL PROVISIONS

These Rules and Regulations ("Regulations") are established by the Board of Directors ("Board of Directors") of the Association effective as of March 28, 2006, pursuant to the rule-making and rule-enforcement authority granted to the Board of Directors.

These Regulations are in addition to the provisions of the Declaration and the Bylaws. In the event of a conflict among the Governing Documents, the order of governing authority shall be as follows: the Allocation Document (highest), Master Declaration, Master Certificate of Formation, Master Bylaws, Master Regulations, the Declaration, Certificate of Formation, Bylaws, and then these Regulations (lowest). The Board of Directors is empowered to interpret, enforce, amend, and repeal these Regulations.

A. DEFINITIONS

The following terms are defined for use in these Regulations and those capitalized terms not expressly defined herein have the same meaning as defined in the Condominium Declaration for The Shore, a Condominium (the "Declaration") and all amendments thereto, which shall be recorded in the Condominium Records:

"Association." The Shore Condominium Association, Inc., a Texas nonprofit corporation organized under the Act and created for the purposes and possessing the rights, powers and authority set forth in the Governing Documents and shall include the Manager to the extent the Association has delegated any right or duty to such Manager.

"Balcony Areas." All areas shown and marked as a "balcony" or "patio" on the Map.

"Contractor." Any party performing construction, repair, remodeling or other services for the benefit of an Owner.

"Facilities." Any recreational facilities located in the Condominium including the Terrace and the swimming pool located thereon.

"Governing Documents." Individually and collectively, the Act, the Allocation Document, Master Bylaws, Master Certificate of Formation, Master Declaration, Master Regulations, Bylaws, Certificate of Formation, Declaration and these Regulations.

"Manager" or "Management Office." The management staff in the Condominium's management office who are employees of the Association or its managing agent.

"Occupancy", "Occupy" or "Occupied." Occupancy of a Housing Unit in excess of 30 continuous days or 60 days in any consecutive 12-month period.

"Occupant." The Owner or its Tenant, as applicable.

"Owner." Any Person (including Declarant) owning fee title to a Unit, but excluding any Person having an interest in a Unit solely as security for an obligation.

"Parking Garage." The parking garage located in the Condominium.

"Posted Rules." Rules and signs posted by the Association at any time on the Property from time to time.

"Regulations." These rules and regulations, Posted Rules and Temporary Rules.

"Temporary Rules." Notices communicated to the Owners by the Association from time to time or at any time which rules are seasonal or temporary in nature or notices of change affecting the use of the Property.

"Terrace." The area designated as the Terrace on the Map.

B. COMPLIANCE

1. Compliance. Each Owner will comply with the provisions of the Governing Documents and any other policies or regulations adopted by the Board of Directors to supplement the Governing Documents, as any of these may be revised from time to time. Additionally, each Owner shall be responsible for ensuring compliance with the Governing Documents by all Persons using or occupying such Owner's Unit and its invitees and guests. If a Regulation requires, prohibits or permits conduct by an "Owner" or "Tenant," each of those terms shall be deemed to include the other, and applies to all persons for whom an Owner or Tenant is responsible.

2. Additional Regulations. Each Owner must comply with the Posted Rules and the Temporary Rules. The Posted Rules and the Temporary Rules are incorporated into these Regulations by reference.

3. Waiver. Circumstances may warrant waiver or variance of these Regulations. To obtain a waiver or variance, an Owner must make written application to the Board of Directors. The Board of Directors will consider such request and respond to the Owner in accordance with the Governing Documents. If the application is approved, the waiver or variance must be in writing, and may be conditioned or otherwise limited.

4. Right to Enforce. The Association has the right to enforce these Regulations against any Person on the Property.

C. OBLIGATIONS OF OWNERS

1. Safety. Each Owner is solely responsible for such Owner's own safety and for the safety, well-being and supervision of such Owner's guests and any person at the Condominium to whom the Owner has a duty of due care, control, or custody.

2. Unit Key. Each Owner will provide the Association with a set of all keys required to enter such Owner's Housing Unit, through the front door, and will provide replacement keys to the Association each time a lock on such Unit is changed. The Association assumes no liability related to possession of the keys, beyond reasonable and prudent care to safeguard them.

3. Damage. Except as otherwise provided in the Governing Documents, an Owner is responsible for any loss or damage the Owner causes to its own Unit, other Units, the Common Elements or the personal property of other Owners.

4. Insurance. An Owner assumes full risk and sole responsibility for placing such Owner's personal property in or on the Property. Each Owner is solely responsible for insuring such Owner's personal property on the Property. The Association recommends that all Owners and Tenants purchase and maintain appropriate insurance coverage on their personal belongings, vehicles and Units.

5. Risk Management. An Owner may not permit anything to be done or kept in its Unit or the Common Elements that is illegal or that may result in the cancellation or increase in any insurance premiums paid by the Master Association, Association or any other Owner in connection with the Property.

6. Reimbursement for Enforcement. Each Owner shall promptly reimburse the Association on demand for any expense incurred by the Association to enforce the Governing Documents against such Owner or its Unit.

7. Reimbursement for Damage. Except as otherwise provided in the Governing Documents, each Owner shall promptly reimburse the Association on demand for the cost of damage caused by the negligent or willful conduct or omission of such Owner.

8. Certain Sales Prohibited. An Owner may not conduct or permit a Tenant to conduct on the Property a sale or activity that is advertised to the public as an "estate sale," "yard sale," "garage sale," "bankruptcy sale," "fire sale," or any sale in connection with "going out of business," "inventory reduction," "moving to a new location," or post any signage on the windows or exterior of the premises that sends a similar message or that advertises the sale or rental of a Unit.

D. OCCUPANCY STANDARDS

1. Number of Occupants. Subject to any exception for familial status under any applicable fair housing law, no more than two persons may Occupy any one-bedroom Housing Unit, no more than three persons may Occupy any two-bedroom Housing Unit, and no more than four persons may Occupy any three-bedroom Housing Unit.

2. Familial Status. The Association's Occupancy standard for Owners or Tenants who qualify for the familial status protection under any applicable fair housing law is a maximum of two persons per bedroom.

3. Minors. No person under the age of 18 years of age may Occupy a Housing Unit unless such Occupancy is with an Owner or Tenant who is a parent, legal guardian, or designee in writing of such minor's parent or legal guardian. An Owner must provide satisfactory proof of the ages and relationships among the Occupants of such Owner's Housing Unit upon request of the Association.

4. Danger. No Unit may be occupied by a person who constitutes a threat to the health or safety of other persons, or whose occupancy could result in substantial physical damage to the property of others.

E. LEASES

1. Term and Conditions of Lease. Except for those Units owned and leased by Declarant, which are not subject to these restrictions on leasing, an entire Unit (but not less than an entire Unit) may be only leased for: (i) private residential purposes if a Housing Unit, or (ii) storage purposes if a Storage Unit and may not be leased for a term of less than one year.

2. Written Leases. Each lease of a Housing Unit must be in writing, fully executed and in a form substantially similar to the form attached as Attachment A to these Regulations and each lease of a Storage Unit must be in writing, fully executed and in a form substantially similar to the form attached as Attachment D to these Regulations. At least ten days before the start of each lease term, the Owner will provide the Association with: (a) an executed copy of the lease and (b) information about the Tenant(s) in a form acceptable to the Association. As soon as practical after its receipt thereof, the Owner must notify the Association of any changes in Tenant information during the lease term.

3. Subject to Documents. The mere execution of the lease for a Unit or occupancy (for any period of time) subjects a Tenant to all pertinent provisions of the Governing Documents to the same extent as if Tenant were an Owner; provided that notwithstanding the foregoing or any provision of the lease between Owner and a Tenant, the Owner shall not be relieved of any obligation under the Governing Documents and shall remain primarily liable thereunder. The Owner is responsible for providing a Tenant with the Governing Documents and notifying the Tenant of any changes therein. The Association may send notices of violations by a Tenant to both the Tenant and to the Owner of the Unit occupied by the Tenant. Whether or not it is so stated in the lease, a Tenant's violation of the Governing Documents is deemed to be a material default of the lease for which Owner has all available remedies at law or equity.

4. Landlord Owners. Owners of Tenant-occupied Units are advised to stay informed of and to comply with federal and state laws and local ordinances regulating residential rental properties and relations between landlords and tenants. The Association has no duty to notify Owners about landlord/tenant laws and ordinances.

5. Tenant Communications. Owners shall instruct their Tenants to channel all communications (including non-emergency repair requests) through the Owner. Owners will further instruct their Tenants that the Association does not manage or repair the Units, and that the Tenant should not contact the Association (except as may be required by the Governing Documents or to report emergencies that are within the Association's scope of responsibility pursuant to Governing Documents).

F. STORAGE UNITS AND PARKING SPACES

1. Storage Units. Any Owner owning a Storage Unit shall hold and maintain such Storage Unit subject to and in accordance with the Governing Documents, and such Storage Unit shall be used only for storage purposes and held and used pursuant to the following:

(a) Care and Maintenance. Owners shall obtain and maintain safe and acceptable locks on the Storage Units. The Association shall have no duty to furnish smoke detectors, security guards, or additional locks and latches except as required by statute. Owners shall not make any alterations to the Storage Units without prior written permission of the Association. Owners shall not place nor permit any water furniture in the Storage Units, make any holes in the woodwork, floors or walls of the Storage Units, or store any paint, highly flammable or hazardous materials, food products, or any items that attract vermin or produce an odor within the Storage Units. Doors to the Storage Units shall not be replaced by Owners without the prior written permission of the Association. All approved replacement doors must be of substantially similar materials, construction, and appearance as the original doors to Storage Units.

(b) Repairs. All requests for structural or other substantial repairs to a Storage Unit by an Owner must be directed to the Association in writing, except in an emergency such as fire or interruption of utilities. The Association shall act with due diligence, but shall not be obligated to make repairs on other than a business day.

(c) Liability. Neither the Association nor its agents shall be liable to Owners, nor to the Owners' guests, invitees or other occupants, for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, acts of other persons, condition of the Storage Units, or other occurrences. Each Owner owning a Storage Unit shall be responsible for securing insurance covering the property stored in such Storage Unit. Owners shall notify the Association immediately of any dangerous conditions on or about the Storage Units.

(d) Use and Leases. No person shall have the right to use a Storage Unit except an Owner or its Tenant under a lease pursuant to Section E(2). If an Owner elects to lease any Storage Unit to its Tenant, such Tenant shall hold such Storage Unit subject to and in accordance with the Governing Documents, and such Storage Units shall be leased pursuant to the lease for a Housing Unit or, if leased to another Owner, pursuant to an agreement substantially in accordance with the document attached as Attachment D to these Regulations.

2. Parking Spaces.

(a) General. An Owner shall hold any Parking Space appurtenant to its Housing Unit in accordance with and subject to the Governing Documents. Parking Spaces may only be used for parking purposes. A Parking Space appurtenant to a Housing Unit may be leased to such Owner's Tenant pursuant to the lease for such Housing Unit. Except as otherwise specifically provided in the Governing Documents, no person shall have the right to use a Parking Space except an Owner or Tenant. Parking Spaces may not be enclosed or altered in any way.

(b) Authorized Vehicles. Parking Spaces may be used for the parking of private passenger vehicles only and shall not be used for parking commercial vehicles or trucks (except sport utility vehicles, mini-vans, and pick-up trucks utilized as personal transportation), boats, personal watercraft, recreational vehicles, buses, taxi cabs, or trailers. No Parking Space may be used for the storage of machinery, equipment or other personal property. For purposes hereof, private passenger vehicles include automobiles, motorcycles, motorized bikes, station wagons, sport utility vehicles, minivans, and trucks not exceeding 21 feet in length.

(c) Vehicle Conditions. The Owners and Tenants shall not leave any vehicle in a state of disrepair (including flat tires, out-of-date inspection stickers or license plates) on the Property. Each vehicle must be muffled and must be maintained and operated to minimize noise, odor, and oil emissions. No such vehicle may be kept on the Property if the Board of Directors deems it to be unsightly, inoperable, inappropriate, or otherwise violative of these Regulations. If the Owners or Tenants park their vehicles in areas other than the Parking Space designated for its Housing Unit, or leave any vehicle in a state of disrepair, the Association, after giving written notice to the applicable Owner of such violation, shall have the right to remove such vehicle at the Owner's expense. No removal or impoundment of a vehicle shall create any liability on the Association.

(d) Nuisances. All Owners and Tenants shall cooperate with the Association in keeping all parts of the Parking Garage and other parking areas on the Property neat and clean. The use of car horns on the Property or in the Parking Garage is discouraged, except for the judicious use of a horn for right of way. Signs advertising a vehicle "for sale" are prohibited.

(e) Parking Practices. Vehicles must be parked entirely within the lines and all directional signs, arrows and posted speed limits must be observed. Parking is prohibited in areas not striped for parking, in aisles, in fire lanes, where "No Parking" signs are posted, in cross-

hatched areas, and in other areas as may be designated by the Association. All cars parked in fire lanes will be subject to immediate towing at the car owner's expense. Motorcycles or bicycles may not be chained to buildings, fences, or any other part of the Property, unless designated for that purpose.

(f) Parking Garage. The rights of each Owner and Tenants in the drive lanes, sidewalks, entrances, corridors and elevators servicing the Parking Garage are limited to ingress and egress from such person's Parking Space, and no Owner or Tenant shall use, or permit the use of, the drive lanes, sidewalks, entrances, corridors or elevators for any other purpose. No Owner or Tenant shall permit the visit of persons in such numbers or under such conditions as to interfere with the use and enjoyment of any of the entrances, corridors, elevators and other facilities of the Parking Garage by any other person. Fire exits and stairways are for emergency use only and shall not be used for any other purpose. No Owner or Tenant shall encumber or obstruct, or permit the encumbrance or obstruction of any of the drive lanes, sidewalks, entrances, corridors, elevators, fire exits or stairways of the Parking Garage. No vehicle may be parked in a manner that impedes or prevents ready access to the Property, Parking Spaces, or Parking Garage.

(g) Hazards. Owners and Tenants shall not do anything, or permit anything to be done, in or about the Parking Garage or other parking areas, or bring or keep anything therein, that will in any way increase the possibility of fire or other casualty or obstruct or interfere with the rights of, or otherwise injure or annoy, other users of the Parking Garage or other parking areas, or do anything in conflict with laws, rules or regulations of any governmental authority. Owners and Tenants shall not use or keep in the Parking Garage or other parking areas any flammable or explosive fluid or substance or otherwise dangerous fluid, chemical or substance, or any illuminating material, except for such substances contained in vehicles using the Parking Garage and other parking areas in reasonable and normal quantities and in accordance with reasonable and customary usage by such vehicles. In addition, except for valet parking (if provided) every person is required to park and lock his or her vehicle. All responsibility for damage to vehicles or persons is assumed by the owner of the vehicle or its driver.

(h) Prohibited Actions. Car washing is prohibited anywhere on the Property. No servicing or repairs shall be made to any motor vehicle either on or within the Common Elements, including in the Parking Garage or other parking areas on the Property, except for emergency repairs as necessary to enable movement of the vehicle to a repair facility. No motor vehicle shall be driven on or within any part of the Property including the Parking Garage other than on a driveway or designated parking area. Visitors' motor vehicles may be parked only in those Parking Spaces clearly marked or designated for visitors, which shall be located on the first level of the Parking Garage and on the surface area of the Property, as shown on the Map. An Owner which uses its Unit for allowed ancillary professional or business purposes may not utilize visitor parking areas for its customers, suppliers or other visitors in excess of the use of visitor parking areas by Owners not operating ancillary professions or businesses from their Units, which determination shall be made in the sole judgment of the Board of Directors.

(i) Violations. A vehicle in violation of these Regulations may be stickered, wheel-locked, towed or otherwise removed from the Property by the Manager, at the expense of the vehicle's owner. The Association expressly disclaims any liability for damage to vehicles occasioned by the exercise of these remedies.

3. Part F Not Exclusive. The rules and regulations contained within this part F shall not be interpreted to apply to the exclusion of other rules contained in these Regulations which would logically apply to Storage Units and Parking Spaces.

G. GENERAL USE AND MAINTENANCE OF UNIT

1. Use. Except for those Units owned by Declarant, each Housing Unit must be used solely for private residential use, and may not be used for any commercial or business purposes. This restriction does not prohibit an Owner from using its Housing Unit for personal, business, or professional purposes, provided that: (a) such use is incidental to the Housing Unit's residential use; (b) such use conforms to all applicable Legal Requirements; (c) no unethical method of business operation or immoral use or use which may injure the reputation of the Condominium is made; (d) there is no external evidence of such use; and (e) such use does not entail excessive visits to the Housing Unit by the public, employees, suppliers, or clients (such visitation may be monitored and curtailed in the sole discretion of the Board of Directors). The use of all Units shall be in accordance with the Governing Documents. Any such ancillary business or professional use must be compatible with the operation of the Condominium as a first class residential project and be carried out in a dignified, reputable and not a disruptive manner

2. Annoyance. An Owner may not use a Unit in a way that: (a) annoys other Owners; (b) reduces the desirability of the Condominium as a residential community; (c) endangers the health or safety of other Owners; or (d) violates any law or any provision of the Governing Documents.

3. Right of Entry. The Association may enter a Unit in case of an emergency originating in or threatening the Unit, whether or not the Owner is present at the time. This right of entry may be exercised by the Manager, directors, officers, agents, and employees, and by all police officers, firefighters, and other emergency personnel in the performance of their respective duties. Also, the Association may enter a Unit to perform installations, alterations, or repairs to the mechanical, electrical, or utility services which, if not performed, would affect the use of other Units or the Common Elements; provided that, if possible, requests for any entry shall be made in advance and at a time convenient to the Owner. In case of an emergency, the right of entry is immediate and if the Owner has failed to provide a door key or refuses to provide entry, the Owner is liable for the cost of repairs to the Unit or Common Elements caused by the Association's chosen method of access under such circumstances.

4. Maintenance. Each Owner, at such Owner's sole cost and expense, will maintain its Unit in accordance with the Maintenance Standard, and shall keep it in good repair at all times; provided, however, that any work to be performed by a party not the Owner shall require an executed copy of an agreement substantially in the form attached as Attachment B to be provided to the Association.

5. Balcony Areas. Each Owner shall maintain its Balcony Area in a clean manner at all times. Each Owner will take care that the cleaning of its Balcony Area does not annoy or inconvenience other Owners. A Balcony Area may not be enclosed or used for storage purposes. Owners are prohibited from hanging plants in Balcony Areas. Owners are prohibited from placing plastic furniture or furniture with foam cushions in Balcony Areas. Open post balcony railings may not be closed or screened with wire, mesh, or other material. In addition, the weight of items such as patio furniture is subject to the Association's approval. If the Association determines that a Balcony Area is unsightly (including the need for any cleaning of windows or doors), that any patio furniture poses a safety risk to anyone on the Property, or that an Owner has otherwise violated these Regulations pertaining to its Balcony Area, the Association may give the Owner notice of such condition and a reasonable time period in which to correct it, after which the Association may take corrective action at the Owner's expense.

6. Hot Tubs. The use or installation of hot tubs, whirlpools, or jacuzzis (portable or permanently installed) in a Unit or on a Balcony Area is prohibited. This rule does not apply to a customary bathtub fixture with water jets located within the Housing Unit that is installed pursuant to all applicable plumbing codes.

7. Prohibition of Outdoor Cooking or Heating Equipment. Other than the cooking equipment provided by the Association on the Terrace, the use of outdoor cooking or heating equipment is prohibited anywhere on the Property, including charcoal grills, electric or gas grills and hibachis.

8. Stoves. Each Owner, at its own expense, shall keep the ventilation hood above the stove or range in its Housing Unit clean and in operating condition.

9. Glass. Each Owner, at such Owner's expense, must promptly repair and replace any broken or cracked glass in the windows and doors of its Housing Unit. Replacement windows must conform to the windows that are standard in the Improvements or be approved in writing prior to installation by the Association. The Association reserves the right to replace any broken or cracked exterior windows of the Building on behalf of an Owner, at such Owner's sole expense, to ensure proper installation.

10. Hazardous Materials. Owners and their Tenants shall not do anything, or permit anything to be done, in or about the Property, or bring or keep anything therein, that will in any way increase the possibility of fire or other casualty or obstruct or interfere with the rights of, or otherwise injure or annoy, other Owners, Tenants or their invitees, or do anything in conflict with any Legal Requirement. Except those retail products sold for exclusive use as household cleaning products, Owners and their Tenants shall not use or keep in the Units any flammable, or explosive fluid or substance, or any illuminating material, unless it is battery powered, UL approved.

11. Water Problems. An Owner is responsible for water damage to the Common Elements (except as otherwise provided in the Declaration) and adjoining Units which emanates from its Unit, including leaks or overflows of sinks, tubs, showers, shower pans, toilets, dishwashers, and clothes washers. In case of continuous water overflow, the Owner should immediately turn off water and turn the shut-off valves, e.g. behind the toilet or under the sink, to "Off" position.

12. Water Cut-Off. Except in the case of an emergency, no person may interfere with or interrupt the Property's water lines, including water lines to an individual Unit, without the prior knowledge and cooperation of the Association. An Owner who requires a water cut-off for the purpose of remodeling shall submit a written request to the Manager at least five days prior to the requested water cut-off. All instances of flooding or water damage must be reported to the Association immediately.

13. Report Malfunctions. An Owner shall immediately upon discovery, report to the Association any leak, break, or malfunction in any portion of the Property which the Association has a duty to maintain. An Owner who fails to promptly report a problem may be deemed negligent and may be liable for any additional damage caused by the delay.

14. Cable. An Owner who subscribes directly to cable or satellite service is solely responsible for the cost and maintenance of the subscription and the appurtenant equipment (except that any central antenna system described in paragraph 19 of this part G below shall be maintained by the Association as a Common Expense); provided that no antenna or satellite dishes may be installed except in compliance with paragraph 19 of this part G below. An Owner who obtains cable or satellite service through the Association (in the event the Association were to provide such service, at its sole discretion) is responsible for the proper use, maintenance, and return of cable connections or equipment. No additional exterior cable lines may be connected to the Unit.

15. Utilities. An Owner will conserve the use of utilities furnished through the Association (if any), including water consumption within its Unit.

16. No Right to Vent or Cut Into, Chases, etc. Notwithstanding any provision hereof to the contrary, under no circumstances whatsoever, may any Owner, directly or indirectly, vent or cut into any chute, duct, conduit or vertical chase or any plumbing that serves a Unit, without the prior written consent of the Association.

17. Signage; Advertising; Displays. No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the outside of a Unit nor shall any display be made in the inside of a Unit which is visible from the Common Elements (or on the inside, to the extent visible from any other Unit, the Common Elements or the exterior of the Building) or on any Common Element whatsoever, without the prior written consent of the Association.

18. Electrical and Plumbing Facilities. Owners shall not overload existing electrical circuits and plumbing facilities in its Unit.

19. Antenna.

(a) Central Antenna System. The Declarant, Association or Manager may elect to install a central antenna system that enables Owners and Tenants to receive DIRECTV DBS service and/or other video programming or fixed wireless services described in the Over-the-Air Reception Device Rule ("OTARD") adopted by the Federal Communications Commission, without the need for installation of individual antennas within an Owner's or Tenant's Unit or Balcony Area. If the Declarant, Association or Manager installs such a central antenna system for a particular service, then Owners and Tenants desiring the particular service received by such central antenna system may not install individual antennas for such service within their Unit or Balcony Area, except as permitted by applicable laws and regulations, and must receive such service through the central antenna system.

(b) Other Antenna. Except as provided in Section 19(a) above, the Association and Manager shall not prohibit the installation, maintenance or use of antennas used to receive those video programming or fixed wireless services described in OTARD ("Permitted Antennas"). An Owner or a Tenant shall be permitted to install or maintain a Permitted Antenna within such Owner's or Tenant's Unit or its Balcony Area, subject to reasonable safety rules established by the Association from time to time; provided, however that no such Permitted Antenna or related structures shall be erected on, or fastened to, the roof, any exterior wall of a Unit, on any portion of the General Common Elements or anywhere else on the Property that is not subject to such Owner's or Tenant's exclusive use or control, without the prior written consent of the Association. Prior to the installation of any Permitted Antenna, each Owner or Tenant shall execute an agreement substantially in accordance with the document attached as Attachment C to these Regulations.

20. Window Air Conditioning Units. No window heating or air conditioning unit shall be installed within any Unit or Common Element.

21. Infestation. No Owner shall permit or suffer the infestation of its Unit by pests, insects, rodents, or other vermin. Failure to comply with the foregoing, or the failure to report such infestation to the Association as soon as the Owner is aware of same, will render such Owner liable for all costs and expenses incurred in having to eradicate such infestation.

22. Compliance with Laws. EACH OWNER SHALL PROMPTLY AND FULLY COMPLY WITH ANY AND ALL LEGAL REQUIREMENTS WITH RESPECT TO THE OCCUPANCY AND USE OF ITS UNIT.

H. GENERAL USE AND MAINTENANCE OF COMMON ELEMENTS

1. Access Cards. Admittance to the Building or Parking Garage may require use of a coded access card (an "Access Card"), in which case an appropriate Access Card will be issued to the Owners through the Management Office. To obtain an Access Card, an Owner must provide the Manager with evidence of its ownership of a Unit. Access Cards are personal to the person to whom they are issued, and may not be transferred or assigned except to Tenants. Any person in possession of an Access Card shall, upon request of the Association, produce a valid driver's license or other picture identification. An Access Card found in the possession of a person to whom it is not issued will be confiscated. Replacement of a lost or confiscated Access Card, or the purchase of an additional Access Card, requires payment of a fee set by the Board of Directors.

2. Intended Use. Each area on the Property may be used only for its intended and obvious purpose. For example, walkways, stairways, sidewalks, elevators, and driveways are used exclusively for purposes of access and emergency egress, not for social congregation, recreation, displays or business purposes.

3. Limited Recreation Areas. The Facilities described in these Regulations are the only recreational facilities at the Condominium (other than the Fitness Facility). No other portions of the Common Elements may be used for recreation, sports, exercise, or play.

4. Hallways. No item or object of any type, other than doormats, may be stored, placed, or maintained anywhere on the Common Elements, including hallways and stairwells, except as authorized by the Association or with the Association's prior written consent. An Owner may not decorate or customize the exterior of such Owner's front door, except for a decorative wreath or temporary holiday appropriate decorations, which must be removed within two weeks of any such holiday. Items of personal property found on Common Elements (other than Balcony Areas) are deemed abandoned and may be disposed of by the Association or the Manager.

5. Balcony Areas. Although items or objects such as doormats, furniture (but not plastic furniture or furniture with foam cushions), plants and decorative items may be placed on (but not hung from) the Balcony Areas, the Association or Manager reserves the right to determine whether a Balcony Area is unsightly or cluttered, and may at their sole discretion request the removal of such items. An Owner who does not remove such items in a reasonably timely manner may be subject to the disposal of such items by the Association, provided that neither the Association nor Manager shall be liable for any claims or losses by an Owner arising from the entry of its Housing Unit by the Association or Manager and the disposal of such items in the Balcony Area appurtenant thereto.

6. Use of Elevators. The Association may designate one of the Condominium's elevators for use as a casual (service) elevator to be used by residents: (a) accompanied by pets; or (b) carrying parcels, bags or moving any item.

7. Fire and Safety. No person may use, tamper with, pry open, or modify any fire or safety equipment on the Property, including alarms, extinguishers, monitors, and self-closing doors. All Owners shall be responsible for reporting damaged or missing sprinkler heads or smoke detectors within its Unit to the Association or Manager.

8. Landscaping. No one shall harm, mutilate, alter, litter, uproot or remove any of the landscaping work on or within the Common Elements, or place or affix any planters, statues, fountains, ornamental objects or artificial plants upon any portion of the Common Elements without the prior written consent of the Association; provided, however, that an Owner is permitted to maintain such items

on the Balcony Area appurtenant to its Housing Unit in accordance with Sections G(5) and H(5) above and other applicable provisions of these Regulations. Digging, planting, pruning, and climbing in any landscaped areas are expressly prohibited.

9. Clotheslines. No hanging or drying of clothes shall be allowed on (or within) any portion of the Common Elements, and no pulley clothesline or similar device shall be affixed to or used in connection with any Unit or Common Element.

10. Waste Disposal; Plumbing Damage. No one shall place, leave or permit to be placed or left in or upon the Common Elements any waste, debris, refuse or garbage except in the areas designated by the Association or the Manager as a central garbage depository, and only on those days and times as are designated by the Association or the Manager from time to time. Water shall not be left running unless in actual use; and no waste, garbage, rubbish, or noxious or unusual substances shall be disposed into any toilet, sink or drain. Any damage to plumbing pipes, drains and apparatus resulting from misuse, or from unusual or unreasonable use, shall be borne by the Owner causing such damage.

I. COMMUNITY ETIQUETTE

1. Courtesy. Each Owner will endeavor to use its Unit and the Common Elements in a manner calculated to respect the rights and privileges of other Owners and other users of the Property. Each Owner will refrain from conduct that may reasonably be expected to inconvenience, embarrass, or offend the average Owner in the Condominium and other users of the Property.

2. Visitors. Visitors to Units may be required to register at the lobby desk and each Owner is responsible for guests' compliance with the Regulations.

3. Code of Conduct. Owners will conduct themselves in a civil manner when dealing with the Association's officers, directors, committee members, Manager, employees, contractors, agents, and other Owners. In return, the Owners are due the same courtesy and civility. The following actions are expressly prohibited: (a) verbal abuse; (b) insults and derogatory name-calling; (c) cursing; (d) aggressive or threatening behavior; (e) hostile touching or physical contact; (f) sexual harassment; (g) posting correspondence on the doors of directors and officers; and (h) phone calls that are designed, by their tone, time, or frequency, to harass or intimidate. No person has the right to abuse another, or the duty to tolerate abuse.

4. Association Employees. Owners may not instruct, direct, or supervise the Association's or Manager's employees and agents, unless directed to do so by the Board of Directors. Owners may not interfere with the performance of duties by the Association's or Manager's employees, and will refrain from monopolizing the time or attention of the Association's or Manager's employees.

5. No Hiring of Employees. The employees and agents of the Association and Manager are not permitted or authorized to render personal services to Owners. The Owners will not request or encourage employees or agents to violate this provision.

6. Communications among Owners; No Solicitation. The Association bears a duty to balance the right of members to communicate with each other against the desire of the Owners and Tenants to be free of uninvited solicitations and misleading communications. To achieve that balance, oral and written communications that are intended for delivery to more than one Owner are subject to this section.

(a) Without the Board of Directors' prior written permission, Owners may not communicate with others in a manner that may give the impression of having been approved or sanctioned by the Association. In communicating with other Owners, the issuer should identify himself and state that the communication has not been sanctioned by the Association.

(b) Without the Board of Directors' prior written permission, a person may not distribute handbills or advertising matter or hand-deliver written communications to mailboxes, Unit doors, or car windshields.

(c) Without the Board of Directors' prior written permission, a person may not solicit information, business, endorsements, or money from Tenants, or circulate petitions, except via the U.S. mail.

7. Attire. Owners must wear neat and clean street attire in the elevators, lobby, and other Common Elements. Owners are prohibited from wearing lingerie and pajamas as outerwear, or being barefoot in the Common Elements. A person en route to or from the swimming pool shall wear a shirt or beach robe over swimming attire.

8. Annoyance. Owners will avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other Owners, their guests, or the Association's employees and agents.

9. Noise, Lighting and Odors. No Owner shall make or permit to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb other Owners or permit any lighting from its Unit to disturb or annoy other Owners or Tenants.

10. Quiet Hours. Between the hours of 10:00 p.m. and 6:00 a.m., Owners shall refrain from activities that are likely to create a noise disturbance for Owners of adjoining Units. Examples of such activities include the operation of dishwashers, garbage disposals, vacuum cleaners, hammering, musical instruments, and aerobic exercise. During these hours, Owners must also try to modulate their conversations and entertainment equipment to avoid disturbing Owners in adjoining Units.

11. Reception Interference. Owners will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception on or about the Property, including any wireless internet service available in the lobby areas and the Terrace.

12. Packages. Each Owner agrees that the Association is not responsible for any item or article left with or delivered to the Association's employees or agents on behalf of such Owner.

13. Wildlife. Feeding of birds, squirrels, or any wildlife is prohibited on Common Elements.

14. Smoking. The smoking of tobacco products is permitted in the individual Housing Units and on Balcony Areas. All cigarette and cigar butts shall be disposed of properly and may not be thrown off Balcony Areas or out windows. Smoking is prohibited in the Common Elements, including any elevators, hallways, lobbies, Fitness Facility, pool area, public terraces, the Management Office, entry foyers and outside of building entrances.

15. Resolution by Arbitration. All disagreements between an Owner and the Association as a representative of another Owner, with regard to whether or not noises, odors or particular conduct are loud, disturbing, objectionable or otherwise annoying as contemplated in these Regulations shall

constitute a "Dispute" as defined in the Declaration and shall be resolved in accordance with the terms therein.

J. USE OF FACILITIES

1. Access to Facilities. The Association may, in its sole and absolute discretion, designate the hours of access to the Facilities, as well as restrict the use thereof, by requiring pre-scheduling and limiting the amount of time available to each Owner to ensure fair access. The use of all Facilities is subject to compliance with these Regulations and any other Posted Rules at the Facility. Persons using the Facilities must, at all times, respect the rights and privileges of others using the Facilities.

2. Facilities. The Facilities consists of the Terrace and the swimming pool located thereon. The Terrace, including the swimming pool, is open from 5:00 a.m. – 10:00 p.m., seven days per week.

3. Guests. Except for Tenants under leases pursuant to Part E above, a non-Owner may not use the Facilities unless accompanied at all times by an Owner. Each Owner agrees to assume all responsibility for the care, safety and well-being of such Owner's guest or invitee relating to the use of the Facilities. The right of an Owner to share the use of Facilities with such Owner's guests or invitees is at all times subject to the immediate termination by the Board of Directors if the Governing Documents are violated, or if such termination is deemed by the Board of Directors to be in the Association's best interests.

4. Number of Guests. With respect to each Housing Unit, the Owners of such Housing Unit, at any one time, may not have more than four guests using the Facilities. By reservation through the Management Office, functions involving a larger number of guests may be permitted in certain areas of the Terrace designated for functions (the "Terrace Function Area"), provided, however, that the number of guests in the Terrace Function Area shall at all times comply with the maximum occupancy standards set forth therein. Reserved functions must be confined to the Terrace Function Area, and the host Owner must ensure that such Owner's guests do not use the other Facilities.

5. Age Restrictions for Health and Safety. In addition to the general requirement that the use of Facilities by minors or legal incompetents be with the knowledge and consent of their parent or guardian, no person under the age of 14 years may be permitted in or around the Facilities at any time unless accompanied by a parent or legal guardian.

6. Animals Prohibited. Other than assistance animals allowed by Legal Requirements, no animals or pets are permitted in any Facility at any time.

7. Disturbances Prohibited. No loud sounds or boisterous conduct is permitted in any Facility at any time. No use of a radio, television, CD player or similar device is permitted in any Facility unless used with headphones so that others are not disturbed.

8. Glass Containers Prohibited. Containers made of glass are not permitted at any time in the Facilities.

9. Suspension of Privileges. The Board of Directors may suspend use of a Facility by any Owner or guest who violates these Regulations in relation to any Facility more than two times within a 12-month period. The length of the suspension will be determined solely by the Board of Directors, taking into consideration the Facility in question and the nature and frequency of the violations. Notice of such suspension will be delivered in writing and will entitle the suspended Facility user to a hearing before the Board of Directors.

10. Suspension for Nonpayment. The Board of Directors may suspend use of a Facility by an Owner or by the occupants of that Owner's Unit for any period during which Assessments against that Unit are unpaid.

11. Additional Rules for Swimming Pool. In addition to the Regulations and Posted Rules at the swimming pool, the following rules will condition any use of the swimming pool: (a) customary bathing attire must be worn in the swimming pool; (b) street clothes, cutoffs, underwear and nude bathing are not allowed in the pool; (c) pool furniture may not be removed from the swimming pool area; (d) running, rough play, wrestling, excessive splashing and loud behavior are prohibited in the pool area; (e) no person under the age of 14 years may be permitted in or around the swimming pool except pursuant to paragraph 5 above; and (f) children who are not toilet trained are not permitted in the swimming pool.

12. Reservation of Terrace Function Area. In addition to the above Regulations, including age and guest limitations, the following rules will condition the use of the Terrace Function Area:

(a) Reservation. The Terrace Function Area may be reserved through the Manager for a specific date not more than 60 days prior to such date. Advance notice of at least one week should be given for any reservation. Owners are limited to a total of two reservations per month. The Association may charge a fee for the reservation and use of the Terrace Function Area in addition to a refundable deposit.

(b) Use or Function. In connection with a reservation, the Association may require the Owner to describe the purpose for which the Terrace Function Area will be used. The right of Owners to reserve the Terrace Function Area for private use is subject to the right of the Board of Directors to prohibit or condition certain uses or functions or to require additional security deposits.

13. Cleaning. An Owner who has exclusive use of the Terrace Function Area must restore the Terrace Function Area to a neat and clean condition within two hours after the end of the period reserved or no later than 8:00 a.m. the next day following an evening use. The Association shall have the right to require a deposit in connection with an Owner's reservation of the Terrace Function Area, and if the condition of such Terrace Function Area is not satisfactory upon Manager's inspection, the cost of cleaning or repair will be deducted from such deposit. A minimum deduction by the Association for cleaning or repairs may be set by the Board of Directors.

14. Release. Although all Owners, guests and invitees may be required to sign releases of liability releasing and holding harmless the Association, Board of Directors, employees and Manager from any and all liability, claims, losses, and actions arising out of or in connection with the use of any of the Facilities, the mere use of such Facilities, in and of itself, by any person shall constitute a full and complete release and indemnification of the Association, Board of Directors, employees and Manager arising out of and in connection with any such activities. **THE ASSOCIATION EXPRESSLY DISCLAIMS AND DISAVOWS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS OR SAFETY FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY OF THE FACILITIES OR ANY EQUIPMENT ASSOCIATED WITH THE FACILITIES.**

15. Risk. Each Owner uses the Facilities and other Common Elements at such Owner's own risk. The Facilities are unattended and unsupervised. Each Owner is solely responsible for such Owner's own safety and that of such Owner's guests. The Association disclaims any and all liability or responsibility for property damage, injury or death occurring from use of the Facilities.

K. HEALTH AND WELL-BEING

For the health, well-being and enjoyment of all Owners, the following limitations and restrictions will be observed, in addition to any Regulations, Posted Rules and other warnings or notices that may be posted at the Facilities.

1. Supervision of Minors. For their own well-being and protection, persons who are legally incompetent or younger than 14 years must be under the general control and supervision of their parents or guardians at all times while on the Property. A person under 14 years may not be left unattended in a Housing Unit at any time.

L. SAFETY DISCLAIMER

THE ASSOCIATION MAY, BUT IS NOT OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE PROPERTY DESIGNED TO MAKE THE CONDOMINIUM LESS ATTRACTIVE TO INTRUDERS THAN IT OTHERWISE MIGHT BE. THE ASSOCIATION, ITS DIRECTORS, COMMITTEES, MEMBERS, AGENTS, EMPLOYEES, AND THE MANAGER 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, GUEST AND INVITEE ON THE PROPERTY ASSUMES ALL RISK FOR LOSS OR DAMAGE TO PERSON, SUCH OWNER'S UNIT, TO THE CONTENTS OF SUCH OWNER'S UNIT, AND TO ANY OTHER PROPERTY ON 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.

M. CONSTRUCTION AND ARCHITECTURAL CONTROL

1. Prohibited Changes to Common Elements. Without the prior written approval of the Board of Directors, an Owner may not change, remodel, decorate, destroy, or improve the Common Elements or do anything to change the appearance of the Common Elements, including the hallway entry door, or Balcony Area appurtenant to the Housing Unit.

2. Prohibited Changes to Unit. Without prior written approval of the Board of Directors, an Owner may not make structural alterations or modifications to a Unit or any alterations or modifications to its Balcony Area. No Owner may alter, add or improve or change the size or location of any Parking Space or any Storage Unit without the prior written consent of the Association.

3. Removing Carpet. Without prior written authorization of the Board of Directors, it is prohibited: (a) to replace carpeting with any flooring material other than padded carpeting and (b) to replace cushioned vinyl with any material other than carpeting or cushioned vinyl. The Board of Directors will require the applicant to install an acoustical cushion, separation, or sub-floor beneath the uncushioned flooring.

4. Windows and Doors. The front doors of Units must conform to the building standard unless otherwise approved in advance by the Board of Directors. No awnings, shades or shutters shall be erected over or outside any windows or Balcony Area appurtenant to any Housing Unit, and no exterior

doors shall be removed, replaced or changed in any way, without the prior written consent of the Association. All window treatments visible from the exterior of the Housing Unit shall be white, off-white, light grey or beige in color. Foil is not permitted in the exterior of any window or door. Nothing shall be placed on the outside of window sills or projections, or upon any patio railings, without the prior written consent of the Association. Nothing shall be thrown or swept out of any windows or doors, and no mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any windows or doors, or any portion of the Common Elements. No screen or storm doors or windows shall be installed within any existing door or window openings which form part of the Common Elements. If applicable, window mullions (the strips that divide a glass into smaller panes) may not be removed. An Owner may not alter the color or appearance of the glass surfaces in the Unit's windows from the building standard.

5. Balcony Floors. Because certain materials trap moisture which deteriorates the balcony structure, the floors of Balcony Areas may not be covered or resurfaced without the Association's prior written permission. The Association prohibits the use of carpeting on Balcony Areas.

6. Application for Board of Directors' Approval. As part of the application to the Board of Directors for its written consent for any alteration or modification requiring such consent, an Owner must submit to the Manager complete plans and specifications showing the nature, kind, shape, size, materials, colors, connection to condominium systems and location for all proposed work, and any other information reasonably requested by the Board of Directors.

7. Construction Hours. Without the Association's prior permission, no construction may be performed in any Unit by any person except between the hours of 8:30 a.m. and 5:00 p.m. on business days. This rule is intended to prevent disturbances by construction-related utility cutoffs, noise, odors, workmen, and activity between 5:00 p.m. and 8:30 a.m. and on Saturday, Sunday or holidays.

8. Understanding and Agreement Concerning Contract Work. As a condition to the Association's approval of any construction work hereunder, the Owner and the Contractor must execute and deliver to the Board of Directors an agreement substantially in the form of the document attached as Attachment B to these Regulations. All debris or construction material must be disposed of in the trash dumpsters designated therefor by the Association or the Manager and not in any of the trash chutes, nor shall any such material be collected by valet services.

N. TRASH DISPOSAL

1. General Duty. Owners will endeavor to keep the Property clean and will dispose of all refuse in receptacles for that purpose and may not litter Common Elements. Garbage shall be disposed of by leaving all garbage during such times and on such days as are designated by the Association for garbage pickup or through the use of the trash chute, if any, located on the Property.

2. Hazards. Trash may not be left anywhere on the Property other than in the designated receptacles. Owners may not place lighted or smoldering items, including cigarettes, in such designated trash receptacles. Owners may not store trash inside or outside its Unit in a manner that may permit the spread of fire, odors, or seepage, or encouragement of vermin. Trash chutes may not be used to dispose of building materials.

3. Glass. Owners may not discard glass items except in containers and areas expressly designated for glass disposal.

4. Trash. Owners must place trash in a sealed or tied container or bag before putting it in the trash chute or any designated trash receptacle. Large boxes and bulky objects must be placed neatly

in secured containers on the loading dock or such other place designated for such items. Construction material, solvents, paints, and other toxic waste must be removed from the Property by the Owner or such Owner's contractor. If provided, a separate receptacle for newspapers should be used.

5. Recycling. The Association shall maintain designated receptacles for recycling certain materials on the Property in accordance with applicable Legal Requirements. The Association encourages Owners to recycle by disposing of such materials in these designated receptacles.

6. Excess Trash. An Owner will place trash entirely within a container, and may not place trash outside, next to, or on top of a container. If a container is full, the Owner should locate another container or hold the trash. Boxes and large objects should be crushed or broken down before placed in a container. An Owner must arrange privately for removal of discarded furnishings or any unusually large volume of debris.

7. Closing the Trash Chute. An Owner must make certain that the door to the trash chute, if any, is securely closed after using it.

O. PETS

1. Subject to Regulations. Owners may not keep or permit on the Property a pet or animal of any kind, at any time, except as permitted by these Regulations and the Governing Documents. Additionally, all pets must conform to any applicable animal control ordinances or laws, a copy of which may be made available in the Management Office.

2. Pet Agreement. Owners must complete a pet registration form furnished by the Management Office when a pet is acquired or within seven days after taking up occupancy on the Property.

3. Pets Banned in Parking Spaces or Storage Unit. Although permitted pets may be kept in Housing Units that are Owner or Tenant occupied, pets are not allowed in any Parking Space or Storage Unit at any time.

4. Permitted Pets. Subject to these Regulations, an Owner (and a Tenant with such Owner's consent) may keep in a Housing Unit up to 2 housepets (other than aquarium fish). Permitted housepets are limited to domesticated dogs, cats, caged birds, and aquarium fish. If required by any law, ordinance, government rule or regulation, any such pet(s) must be appropriately vaccinated, to include rabies, and licensed through the appropriate municipal or city department.

5. Prohibited Animals. No Owner may keep a dangerous or exotic animal, trained attack dog, or any other animal determined by the Board of Directors in its sole discretion 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. Pets or animals belonging to guests, friends, or relatives of Owners are prohibited, even for short visits or temporary stays.

6. Indoors/Outdoors. A permitted pet must be maintained inside the Housing Unit, and may not be kept in a Balcony Area, Parking Space or Storage Unit. No Owner may confine a pet to a Balcony Area when the Owner is absent from the Property, and no Owner may use a Balcony Area as a latrine area for a pet.

7. Leashes. Pets must be leashed or carried while in Common Elements. No pet may be leashed to a stationary object on the Common Elements. No pet is allowed, at any time, in the Facilities.

8. Disturbance. Pets must be kept in a manner that does not disturb another Owner's rest or peaceful enjoyment of its Unit or the Common Elements. No pet may be permitted to bark, howl, whine, yap, yip, screech or make other loud noises for extended or repeated periods of time.

9. Damage. Owners are responsible for any property damage, injury, or disturbance such Owner's pet may cause or inflict and must compensate any person injured or otherwise damaged by such Owner's pet. An Owner who keeps a pet at the Condominium is deemed to indemnify and agrees to hold harmless the Board of Directors, the Association, and other Owners and Tenants, from any loss, claim, or liability of any kind or character whatever resulting from any action of such Owner's pet or arising by reason of keeping or maintaining the pet at the Condominium.

10. Dog Walk and Pooper Scooper. Pets must only use designated areas to relieve themselves. Owners are responsible for the removal of pet's wastes from the Property. The Board of Directors may levy a fine against a Unit and its Owner each time feces or urine are discovered on the Common Elements and attributed to an animal in the custody of such Owner.

11. Removal. If an Owner or such Owner's pet violates these Regulations, or if a pet creates a nuisance, odor, unreasonable disturbance, or noise, the Owner or person having control of the animal may be given a written notice by the Board of Directors to correct the problem. After the first written warning, a fine in the amount of at least \$50 shall be levied for all future violations. If violations occur repeatedly, the Owner, upon written notice from the Board of Directors, may be required to remove the pet. Each Owner agrees to permanently remove the violating animal of such Owner from the Condominium within ten days after receipt of such removal notice from the Board of Directors.

12. Complaints. Any complaints about pets or Owners violating these Regulations shall be made in writing and identify the type of infraction, the date of infraction, and must be signed by the witness to the infraction.

13. Staff. The staff of the Condominium are prohibited, while on duty, to walk or care for pets. Owners are requested not to ask the staff to assist them with their pets. Emergency situations requiring staff assistance will be left to the sole discretion of the Manager.

14. Compliance. Pets with a physical handicap or, to the extent permitted by applicable law, Owners who have a physical handicap which would prevent them from complying with these rules, must receive a variance by the Board of Directors or the Manager.

P. MOVING

1. Notice. The time and date of all moves must be scheduled in advance with the Management Office. An Owner, other than Declarant, must give the Manager at least ten days prior written notice of any move of furniture, appliances, or other large or heavy objects to or from the Property.

2. Times. Moves must be performed between 8:30 a.m. and 5:30 p.m. on Saturdays or business days. It is the Owner's duty to notify such Owner's movers about this Rule.

3. Deposits. If applicable, to schedule a move and reserve an elevator may require payment of a refundable deposit which shall be set by the Board of Directors. Such deposit will be refunded within ten days after the move if the move did not damage any Common Elements.

Q. MISCELLANEOUS

1. Right to Hearing. Prior to commencement of the mediation and arbitration process described in Article XI of the Declaration, an Owner may request in writing a hearing by the Board of Directors regarding an alleged breach of these Regulations by the Owner or any person for whom the Owner is responsible. The Board of Directors will schedule a hearing within ten days after receiving the Owner's written request. At the hearing, the Board of Directors will consider the facts and circumstances surrounding the alleged violation. The Owner may attend the hearing in person, or may be represented by another person or written communication

2. Mailing Address. An Owner who receives mail at an address other than the address of such Owner's Housing Unit is responsible for maintaining with the Association such Owner's current mailing address. An Owner who changes such Owner's name or mailing address must notify the Manager in writing within 15 days after the change. 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 Governing Documents will 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 Housing Unit is deemed effective for purposes of delivery.

3. No Waiver. The failure of the Association to enforce a provision of these Regulations does not constitute a waiver of the right of the Association to enforce such provision in the future.

4. Severability. If any term or provision of these Regulations is held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding will not affect any other term or provision of these Regulations.

5. Amendment of Regulations. These Regulations are subject to being revised, replaced, amended or supplemented by the Board of Directors. Upon any such revision, a copy of the revisions will be delivered to each Owner. Owners are urged to contact the Management Office to verify the Regulations currently in effect on any matter of interest. These Regulations will remain effective until ten days after the Association delivers to an Owner of each Unit notice of amendment to or revocation of these Regulations. The notice may be published and distributed in an Association newsletter or other community-wide publication.

6. Other Rights. These Regulations are in addition to all rights of the Association under the other Governing Documents and the laws of the State of Texas.

PART II

RULES GOVERNING COLLECTION AND FINING

A. COLLECTION RULES AND PROCEDURES

To the extent permitted by applicable law:

1. Due Date. An Owner will timely and fully pay all Assessments in accordance with the provisions of the Declaration. Monthly Assessments are due and payable on the first calendar day of each month. Special Assessments and Individual Assessments are due at the reasonable direction of the Board of Directors.

2. Delinquent. Any Assessment that is not fully paid when due is delinquent. When the account of a Unit becomes delinquent, it remains delinquent until paid in full. The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees and other reasonable costs and attorneys' fees incurred by the Association in collecting the delinquency.

3. Late Fees and Interest. If the Association does not receive full payment of an Assessment by 5:00 p.m. on the fifth calendar day following the due date, the Association may collect interest at the Past Due Rate until the delinquency is paid in full.

4. Insufficient Funds. The Association may levy a charge of at least \$25 or the actual bank charge, whichever is greater, against an Owner if the check on which payment is made is returned to the Association marked "insufficient funds" or the equivalent.

5. Delinquency Notices. If the Association has not received full payment of an Assessment by the due date, the Association may send one or more written notices of nonpayment to the defaulting Owner stating the amount delinquent. Such delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies under the Governing Documents or state law at the sole cost and expense of the defaulting Owner.

6. Collection by Association's Attorney. After giving the Owner notice of the delinquency, the Association may refer the delinquent account to an attorney for collection. In that event, the defaulting Owner will be liable to the Association for its legal fees and expenses.

7. Collection Agency. The Board of Directors may employ or assign the delinquency to one or more collection agencies.

8. Notification of Mortgagee. The Association may notify the Owner's Mortgagee of the default in payment of any Assessment.

9. Notification of Credit Bureau. The Association may file a report on the defaulting Owner with one or more credit reporting services.

10. Notice of Lien. The Association may cause a notice of the Association's assessment lien against the Unit to be publicly recorded. A copy of the notice of lien will be sent to the defaulting Owner, and may be sent to its Mortgagee.

11. Right to Accelerate. If an Assessment is payable in installments and if an Owner defaults in the payment of any installment, the Association may declare such Assessment in default and accelerate the due date on all remaining installments of that Assessment.

12. Notice to Owner. A Special Assessment or Individual Assessment payable in installments may be accelerated only after the Association gives the Owner at least 15 days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not cured within such notice period.

13. No Duty to Reinstate. Following acceleration of an Assessment payable in installments, the Association has no duty to reinstate the installment program upon payment by the Owner of any delinquent installment.

14. Foreclosure of Lien -- Nonjudicially. The Board of Directors may instruct an attorney, officer or agent of the Association to notify the defaulting Owner of the Association's intent to foreclose its assessment lien, to post the property for sale at public auction, and to conduct a public auction of the Unit in accordance with the Act, the Governing Documents and all other requirements of state law.

15. Foreclosure of Lien -- Judicially. The Association may file suit against the Owner for judicial foreclosure of the Association's assessment lien. This action may be combined with a claim against the Owner for recovery of a money judgment.

16. Suit Against Owner. Whether or not the Association forecloses the Association's assessment lien, the Board of Directors may elect to file suit to recover delinquent Assessments against the defaulting Owner and the Owner shall be personally liable for any judgment obtained by the Association.

17. Possession Following Foreclosure. If the Association purchases the Unit at public sale, the Board of Directors may immediately institute appropriate actions to recover possession of the Unit.

18. Application of Payments. All payments received by the Association may be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose: (a) collection costs and attorneys fees; (b) fines; (c) reimbursable expenses; (d) late charges and interest; (e) delinquent Special Assessments or Individual Assessments; (f) delinquent Monthly Assessments; (g) current Special Assessments or Individual Assessments; and (h) current Monthly Assessments.

19. Form of Payment. The Association may require that payment of delinquent Assessments be made only in the form of cash, cashier's check, or certified funds.

20. Partial and Conditioned Payment. The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payor attaches conditions or directions contrary to the Board of Directors' policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Unit's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payor. A payment that is not refunded to the payor within 30 days after being deposited by the Association may be deemed accepted. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations or the Association's right to apply payments pursuant to any rights herein granted.

21. Notice of Payment. If the Association receives full payment of the delinquency after recording a notice of lien, the Association will cause a release of notice of lien to be publicly recorded, a copy of which will be sent to the Owner; provided, however, the Owner prepays the reasonable cost of preparing and recording the release.

22. Notification of Credit Reporting Agency. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to that credit reporting service.

23. Limited Right of Redemption. If the Association buys a Unit at the non-judicial foreclosure sale of its assessment lien, the Association's ownership of such Unit is subject to a right of redemption by the Owner, as provided by the Act.

24. Waiver. Properly levied collection costs, late fees, and interest may not be waived by the Board of Directors, unless a majority of the Board of Directors determines that extraordinary circumstances warrant an adjustment to the account, in which case the adjustment must be described in detail in the minutes of the Board of Directors' meeting. Because of the potential for inadvertently effecting a waiver of the provisions of this policy, the Board of Directors will exercise extreme caution in granting adjustments to an Owner's account.

B. FINING RULES AND PROCEDURE

1. Policy. The Association uses fines to discourage violations of the Governing Documents and to encourage present and future compliance when a violation does occur, not to punish violators or generate revenue for the Association.

2. Owners Liable. An Owner is liable for fines levied by the Association for violations of the Governing Documents whether the Owner commits the violation or Tenants, guests or other invitees of such Owner commit the violation. Regardless of who commits the violation, the Association will direct its communications to the Owner, although the Association may also send copies of its notices to the actual violator.

3. Violation Notice. Before levying a fine, the Association will give the Owner a written violation notice and an opportunity for a hearing. The Association's written violation notice will contain the following items: (a) the date the violation notice is mailed or prepared; (b) a description of the violation; (c) a reference to the rule being violated; (d) a description of the action required to cure the violation; (e) the amount of the fine; (f) a statement that not later than the 30th day after the date of the violation notice, the Owner may request a hearing before the Board of Directors to contest the fine; and (g) the date the fine attaches or begins accruing.

4. New Violation. If the Owner was not given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months, the notice will state a specific date by which the violation must be cured to avoid the fine, if the violation is ongoing or continuous. If the violation is not ongoing, but is instead sporadic or periodic, the notice must state that any future violation of the same rule may result in the levy of a fine.

5. Repeat Violation. In the case of a repeat violation, the notice will state that, because the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months, the fine attaches from the date of the violation notice.

6. Right to Hearing. Prior to the commencement of the mediation and arbitration process described in Article XI of the Declaration, an Owner may request in writing a hearing by the Board of Directors regarding the alleged breach of the Governing Documents. The Board of Directors has ten days after receiving the Owner's request for a hearing to give the Owner notice of the time, place and date of the hearing. The hearing must be scheduled for a date within 45 days from the date the Association receives the Owner's request and should be scheduled to provide a reasonable opportunity for both the Board of Directors and the Owner to attend. The Owner's request for a hearing suspends only the levy of a fine. The hearing will be held in a closed or executive session of the Board of Directors. At the hearing the Board of Directors will consider the facts and circumstances surrounding the violation and the Owner may attend in person, or may be represented by another person or written communication.

7. Committee of Board of Directors. The Board of Directors may appoint a committee comprised solely of directors to serve as the Board of Directors at violation hearings. The Board of

Directors will be bound by the decision of the Board of Directors committee. Such a committee may be appointed on an ad hoc basis.

8. Levy of Fine. Within 30 days after levying the fine, the Association must give the Owner notice of the levied fine. If the fine is levied at the hearing at which the Owner is actually present, the notice requirement will be satisfied if the Board of Directors announces its decision to the Owner at the hearing; otherwise, the notice must be in writing.

9. Amount. The Association may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation and should be uniform for similar violations of the same provision of the Governing Documents.

10. Type of Levy. If the violation is ongoing or continuous, the fine may be levied on a periodic basis beginning on the start date. If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis.

11. Collection of Fines. The Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard. The Association may not foreclose its assessment lien on a debt consisting solely of fines. The Association may not charge interest or late fees for unpaid fines.

12. Amendment of Policy. These fining rules will remain effective until ten days after the Association delivers, or causes to be delivered, to an Owner of each Unit notice of amendment to or revocation of these Regulations. The notice may be published and distributed in an Association newsletter or other community-wide publication.

PART III

UTILITY RULES

1. Background. These utility shut-off rules are based on any applicable requirements of the Governing Documents, the rules of the governing public utility commission for discontinuance of master-metered utilities, and any applicable state or local law. The Association intends for these rules to comply with state laws and local ordinances relating to discontinuance of utilities to a Unit.

2. Content of Notices. Before terminating a utility servicing a Unit, the Association shall give three written notices to the Owner. Two of those notices will also be given to the Tenant, if any. All notices will prominently display "UTILITY SHUT-OFF," "TERMINATION NOTICE," or similar language. All notices will also contain the following: (a) the amount of past due Assessments, interest, late fees, and collection costs; (b) the form and place of payment; (c) the date by which payment must be received to avoid utility shut-off; (d) a statement that the utility will be shut-off on or after a stated date; and (e) the exact location where the Tenant or Owner may go during normal working hours to make arrangements for payment of the delinquency and for reconnection of the Unit utility.

3. First Notice. In addition to the above requirements, the first notice must invite the Owner to a scheduled hearing before the Board of Directors. The notice must state the time, date, and place of

the hearing to which the Owner is invited. The hearing date must be at least ten days after the date the notice is given.

4. Hearing. Pending the hearing, the Association may continue to exercise its other rights and remedies for collection of the delinquency, as if the declared default were valid. The invitation to a hearing suspends only the termination of service. The hearing will be held in a closed or executive session of the Board of Directors. At the hearing, the Board of Directors will consider the facts and circumstances surrounding the delinquency. The Owner may attend the hearing in person, or may be represented by another person or written communication. No audio or video recording of the hearing may be made. The minutes of the hearing must contain: (a) a copy of the invitation notice, (b) proof of delivery to the Owner, or a statement by the person handling delivery of its time, date, and method; and (c) a statement of the results of the hearing. If the Owner appears at the hearing, the notice requirements will be deemed satisfied.

5. Second Notice. If full payment is not received by the date of the hearing, the Board of Directors will give a second written notice to the Owner and Tenant, if any, as provided in paragraph 2 above. The second notice must be given at least five days before the scheduled shut-off.

6. Third Notice. At least one day prior to the scheduled termination, the Board of Directors will give a third and final written notice to the Owner and Tenant, if any, if full payment has not been received. The third notice will contain the same information as the second notice.

7. Delivery of Notices to Owner. The Association will deliver all three notices to such Owner's Housing Unit. If the Owner lives at the Condominium, the notices may be hand-delivered to the Owner or posted on the Owner's door in a sealed envelope, provided the first notice is also sent by certified mail return receipt requested. If the Owner does not live at the Condominium, all three notices will be sent by certified mail return receipt requested. Additional copies may be delivered by regular mail, e-mail, or fax transmission.

8. Delivery of Notices to Non-Resident Owner and Tenant. If the Housing Unit is not occupied by the Owner, the Association will deliver copies of the second and third notices to the Owner's Tenant. The notices may be hand-delivered to the Tenant or posted on the Unit door in a sealed envelope. Additional copies may be delivered by regular mail, e-mail, or fax transmission.

9. Calculating Days. In calculating days, the day after the date on which a notice is post-marked or posted on the door, as the case may be, is deemed "Day One."

10. Shut-Off Fees. At the time of the second notice, a charge of \$75 will be assessed against the Owner and such Owner's Unit for costs related to the shut-off. To avoid the shut-off after the second notice is given, the Owner must immediately pay all utility-related Assessments owed to the Association, including the \$75 shut-off fee. The Owner solely bears the cost of discontinuing and restarting any Unit utility.

11. Form of Payment. Payment to forestall a Unit utility shut-off or to restore service after a shut-off must be in the form of cash or a cashier's check, payable to the Association, and received by the Association's Manager or a designated officer.

12. Limitations on Disconnection. As a collection remedy, the Association may not disconnect a Unit utility on a day, or on a day immediately preceding a day, when authorized personnel of the Association are not available to receive payment and reconnect service. Further, the Association may

not disconnect a Unit utility if the Association has knowledge or reason to believe that the disconnection is likely to be life-threatening for an Owner of the Unit.

[The remainder of this page is intentionally left blank.]

Adopted by the Board of Directors on _____, 2006 by unanimous written consent in lieu of a special meeting of the Board of Directors.

SIGNED this ____ day of _____, 2006.

**THE SHORE CONDOMINIUM ASSOCIATION,
INC.**

a Texas nonprofit corporation

By: _____

Name: _____

Title: _____

**ATTACHMENT A
STANDARD FORM OF LEASE**

1. **PARTIES.** This Condominium Lease (the "Lease") is between _____ hereinafter called Owner, and _____ hereinafter called Tenant, whereby Owner leases to Tenant the Unit described below.

2. **UNIT** described as Unit No. _____ the ("Unit") in The Shore, a Condominium, a residential sub-unit condominium within The Waterfront Master Condominium, located at 602 Davis Street, Austin, Texas 78701 ("Condominium"), together with the right for Tenant to use Parking Space # _____ and # _____ ("Parking Spaces") and Storage Unit # _____ ("Storage Unit") (insert "none" if none).

3. **TERM.** This Lease shall be for a term of _____ [cannot be less than twelve months], beginning on the _____ day of _____, and ending on the _____ day of _____.

4. **RENTAL** of \$ _____ per month ("Rental"), payable at the designated address given herein, in advance without demand or a grace period, on or before the first day of each month ("Due Date") during the period of this Lease. Receipt is hereby acknowledged of the pro-rated Rental in the sum of \$ _____ for Rental to the first Due Date. Rental paid after Due Date is delinquent and the provisions of paragraph 14 below shall apply. At the option of Owner, Tenant shall additionally pay interest at the Past Due Rate for payments made after the Due Date, until Rental is paid in full, and \$25.00 for each check dishonored by Tenant's bank for any reason.

5. **CLEANING CHARGE.** Tenant agrees to pay on execution hereof a non-refundable cleaning charge of \$ _____. The charge does not relieve Tenant of the responsibility to maintain and clean the Unit and Storage Unit, if any, as outlined herein.

6. **SECURITY DEPOSIT.** Tenant agrees to pay on execution hereof a security deposit ("Deposit") of \$ _____ for the faithful performance of the terms and conditions of this Lease by Tenant. Such deposit is not to be construed as Rental.

7. **RETURN OF DEPOSIT.** Subject to paragraph 8 below, the Deposit shall be refunded to Tenant by mail within 30 days of the date Tenant surrenders the Unit and Storage Unit, if any, and delivers to Owner in writing Tenant's forwarding address. Surrender shall occur on the earliest date when it appears to Owner that the Unit and Storage Unit, if any, is vacant and Tenant has moved, all keys have been returned to Owner and any Deposit deductions have been evaluated and calculated.

8. **DEPOSIT DEDUCTIONS.** There shall be deducted from the Deposit unpaid: (a) sums due under this Lease; (b) Rental; (c) utilities; (d) damages or required repairs to the Unit and Storage Unit, if any, or its contents beyond reasonable wear and tear; (e) cost of removing unauthorized locks; (f) removing and storing Abandoned property; (g) removing vehicles that are Abandoned, illegally parked, parked in violation of this Lease or in violation of the Governing Documents or Owner's rules; (h) replacing unreturned keys and/or change of locks; (i) cost of extermination if a pet has been in the Unit; and (j) other charges provided for herein or agreed to by Owner and Tenant. Owner shall provide Tenant a written report of any deductions. The Deposit shall be applied first to non-Rental items, with the balance to Rental. In the event the Deposit is insufficient to pay for damages or unpaid charges under the terms of this Lease, Tenant shall promptly pay same upon demand by Owner.

9. **TENANT'S REQUIRED NOTICE.** Tenant agrees to give Owner a minimum of 30 days written notice prior to the expiration of the term of this Lease or any extension thereof of Tenant's intent to vacate the premises. Failure to do so shall entitle Owner to retain the entire Deposit.

10. **HOLDING OVER.** If Tenant fails to vacate the Unit, Parking Spaces and Storage Unit, if any, at the end of the Lease term, or on any agreed move out date, Owner shall have the option to assess Rental for the hold over period at twice the Rental agreed to herein which shall be payable at a daily rate computed on the basis of a 30-day month and shall be payable daily at the designated address herein without waiving Owner's rights under paragraph 14 below.

11. **ABANDONMENT.** If Tenant is absent from the Unit for five consecutive days while any sum of money due hereunder remains unpaid, or has been evicted by judicial process, the Unit and all personal property found in or about the Unit, including any Storage Unit and Parking Spaces, may be deemed abandoned by Owner ("Abandoned"), and Owner or their agents may peacefully enter, remove and store same. Owner shall be entitled to reasonable charges for removal, packing and storage of Abandoned property.

12. **LIENS.** An express contractual lien and a landlord's lien where permitted by law are hereby granted Owner on all non-exempt personal property of Tenant to secure payment of the Rental. Owner or his agent may peacefully enter the Unit and Storage Unit, if any, to remove and store such property. Owner may sell all property deemed Abandoned, seized under a valid lien, or removed under a court eviction order, to the highest bidder at a public or private sale, after first giving Tenant 30 days written notice of the time, date and place of the sale, by certified mail, return receipt requested, addressed to Tenant at the address given herein. Sale shall be to the highest bidder for cash and subject to any recorded lien. The proceeds shall be applied first to the costs of sale, then to sums due Owner, with the remainder mailed to Tenant at address shown herein. The Unit and Storage Unit, if any, is accepted by Tenant subject to and subordinate to all existing and future mortgages and liens.

13. **RENTAL ACCELERATION.** In the event Tenant, prior to the end of the term of this Lease, or any extension or renewal thereof, Abandons the Unit, or gives Owner written or oral notice of intent to move prior to the end of the lease term, or is judicially evicted, all remaining Rental for the full term of this Lease shall be accelerated automatically and without notice, and shall immediately become due and payable.

14. **DEFAULT.** If Tenant: (a) defaults in the prompt payment of the Rental or any other sums due hereunder; (b) Abandons the Unit, (c) fails to occupy the Unit within five days of the beginning date of this Lease; (d) violates any of the terms of this Lease including , but not limited to, failure to vacate; or (e) violates any of the provisions of the Governing Documents, Owner shall be entitled to exercise all remedies available at law or in equity, and shall be entitled to terminate this Lease or Tenant's right of occupancy by giving Tenant the statutory written notice to vacate, delivered either in person or by first class mail, and shall have the right to file suit in the proper court for possession. After giving such notice, or filing suit for possession, Owner may accept payment for sums due hereunder without waiving or diminishing Owner's right to proceed against Tenant for eviction, property damages, past or future Rentals, or other sums due hereunder. Owner may report any unpaid sums due hereunder, breaches of this Lease or damages, to any credit reporting agency for addition to Tenant's files.

15. **CARE AND MAINTENANCE.** Tenant accepts the Unit and Storage Unit, if any, in its present condition, including all furniture and fixtures, if any. Tenant has examined the existing locks and agrees they are safe and acceptable. Owner shall have no duty to furnish smoke detectors, security guards, or additional locks and latches except as required by statute. No implied warranties are made by Owner or Owner's agents regarding the condition of the Unit or Storage Unit, if any, and no agreements

as to future repairs have been made unless specifically included herein. Tenant agrees to use reasonable diligence in the care of the Unit and Storage Unit, if any, and agrees to not: (a) make any alterations to the Unit or Storage Unit, if any, without written permission of Owner; (b) paint, refinish or repair any part of the Unit, its fixtures and furniture included in this Lease if any, or Storage Unit, if any, without written permission of Owner; (c) remove any part of the Unit or Storage Unit, if any, for any purpose without written permission of Owner; (d) add, remove, change or re-key any lock without written permission of Owner; (e) permit any water bed in the Unit or Storage Unit, if any; (f) install new or additional telephone or cable outlets; (g) make any holes in the woodwork, floors or walls; provided that a reasonable number of small nail holes for picture hanging is permitted in sheetrock, walls and grooves or painting, without the specific permission of Owner in writing. Tenant shall be responsible for: (a) sewer stoppage chargeable to Tenant's use; (b) damage to doors, windows or screens not due to negligence of Owner; (c) supplying and replacing light bulbs; (d) replacing smoke detector batteries; (e) placing trash and garbage in proper containers; (f) pest extermination; and (g) keeping walkways, stairs, hallways, and Common Elements free of trash and obstructions of any kind, or permitting their use for any purpose other than ingress and egress. At the termination of this Lease, Tenant agrees to surrender the Unit and Storage Unit, if any, in the same condition as when received, reasonable wear and tear excepted.

16. **REPAIRS.**

(a) Tenant shall maintain at Tenant's expense _____

(b) Owner shall maintain at Owner's expense _____

All requests for repairs by Tenant must be directed to Owner in writing, except in an emergency such as fire or interruption of utilities. Owner shall make needed repairs to Unit only after receiving written notice from Tenant and under the terms of applicable statutes. Owner shall have the right to temporarily discontinue utilities and Tenant's use of any fixtures to perform repairs, maintenance or to avoid damage to the Unit. Owner shall act with due diligence, but shall not be obligated to make repairs on other than a business day. During such periods, no deductions shall be allowed in the Rental and this Lease shall continue in force. If, in the reasonable opinion of Owner, the Unit, or nearby Units, are substantially damaged by fire or other disaster, Owner may terminate this Lease upon reasonable notice to Tenant and the Rental shall be prorated to the date of termination and Deposit refunded less lawful deductions.

17. **UTILITIES.** Owner shall pay for use of items checked: ☐ Electricity ☐ Natural Gas ☐ Water ☐ Sewage Charges ☐ Garbage Collection ☐ Cable TV ☐ Master TV Antenna ☐ Other (describe: _____). Unless otherwise indicated or paid by the Association, Tenant shall be responsible for all such charges.

18. **USE OF PROPERTY.** The Unit shall be used as a single family private dwelling only, with the total number of adults and children residing therein not to exceed two persons for each bedroom in the Unit. The Storage Unit, if any, shall only be used for storage purposes. Tenant shall not: (a) sublet or assign any part of the Unit, Parking Spaces or Storage Unit, if any; (b) repair or wash any motor vehicle in any part of the Condominium; (c) conduct any business of any type, including child care, from the Unit; or (d) park or allow anyone to park on any portion of the Condominium whether in assigned dedicated parking spaces or not, any trailers, recreational vehicles, mobile homes, boats or inoperable vehicles. Tenant shall have the right to use the Parking Spaces and Storage Unit, if any, as designated by Owner, in accordance with the provisions of the Governing Documents regulating the manner and place

of parking and use of Storage Units. Use of parking areas and Common Elements by Tenant, Tenant's family, guests, agents and invitees shall be in strict accordance with the provisions of the Governing Documents. In the event Owner shall be required to pay additional Assessments or fees relating to Tenant's use of the Common Elements, Parking Spaces or Storage Unit (if any), Tenant shall reimburse Owner for such fees with the monthly payment of Rental next due.

19. **LIABILITY.** Owner or Owner's agents shall not be liable to Tenant, Tenant's guests, invitees or other occupants, for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, acts of other persons, condition of the Unit or Storage Unit, if any, or other occurrences, including use (if any) of storerooms, swimming pool, laundry facilities or other improvements, unless such damage or injury is caused by the gross negligence of Owner or Owner's agents. Owner suggests that Tenant secure insurance coverage for protection against above liabilities and losses. Tenant agrees to notify Owner immediately of any dangerous conditions on or about the Unit.

20. **PETS.** Tenants may keep pets in the Unit, subject to the requirements of the Governing Documents, and must execute a separate pet agreement and post an additional Deposit. The presence of a pet in or about the Unit in violation of the Governing Documents shall constitute a Default under paragraph 14 above.

21. **TENANT'S REPRESENTATIONS AND POSSESSIONS.** In addition to the Governing Documents referenced in paragraph 23 below, incorporated herein by specific reference (if checked) are ☐ Tenant's Rental Application ☐ move-in rental inspection ☐ smoke alarm inspection ☐ furniture inventory ☐ Owner's Regulations and ☐ _____; and Tenant's statements in any of such documents are material representations and have been relied upon by Owner, any falsity of which shall constitute a breach of this Lease. This Lease is conditioned upon Owner being able to secure possession of the Unit, and if Owner is unable to deliver possession of the Unit on the agreed date for any reason, Tenant's right to possession shall be delayed a maximum of 30 days until Owner is able to deliver possession, without any liability on the part of Owner.

22. **INSPECTION.** Owner, Owner's agents, employees, and other persons authorized by Owner, may enter the Unit and Storage Unit, if any, by any reasonable means at all reasonable times without notice, to: (a) inspect the Unit and Storage Unit, if any; (b) make repairs; (c) show the Unit and Storage Unit, if any, to prospective Tenants or purchasers; (d) exercise a valid lien; and (e) such other reasons as Owner shall elect.

23. **COMPLIANCE WITH CONDOMINIUM DECLARATION AND INSTRUMENTS.** Tenant acknowledges receipt of copies of, and is familiar with the terms, conditions and provisions of the Master Condominium Declaration for The Waterfront Master Condominium, the Certificate of Formation and Bylaws of The Waterfront Master Condominium Association, Inc. (the "Master Association"), the Rules and Regulations of the Master Association, the Condominium Declaration for The Shore, a Condominium, the Certificate of Formation and Bylaws of The Shore Condominium Association, Inc. (the "Association"), and the Rules and Regulations of the Association (collectively, and as amended from time to time, the "Governing Documents"), and Tenant understands that Tenant's right to use and occupy the Unit, Parking Spaces and Storage Units, if any, shall be subject and subordinated in all respects to the provisions of the Governing Documents. Failure to comply with the Governing Documents shall constitute a material breach of this Lease. This Lease grants to Tenant a leasehold estate in the Unit and Storage Unit, if any, for the term specified, together with a license to Owner's rights to use the Common Elements (including any Parking Spaces described in paragraph 2 above) but specifically excluding any membership rights in the Association. Tenant shall indemnify and hold harmless Owner from and against all damage, direct or indirect, incurred by Owner as a result of

noncompliance by Tenant, Tenant's agents, guests and invitees, with the provisions of any of the Governing Documents, or any covenant of this Lease.

24. **OTHER.** _____

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD SEEK COMPETENT ADVICE. THIS PROPERTY IS OFFERED WITHOUT REGARD TO RACE, COLOR, CREED OR NATIONAL ORIGIN. The parties hereto agree that this Lease contains all the agreements between them, that no oral agreements have been made and this Lease may be altered only by an agreement in writing signed by all parties hereto. Tenant acknowledges a receipt of a copy of this Lease.

Executed in multiple originals this the ____ day of _____, 200__.

Owner

Tenant

By Agent

Tenant

Designated Address for Owner's notices and
payment of Rental

Address for Tenant's Notice

**ATTACHMENT B
UNDERSTANDING AND AGREEMENT CONCERNING
CONTRACT WORK WITHIN A UNIT**

I, the Contractor, do hereby state that I have full knowledge of and will comply with the following rules and regulations pertaining to any contract work in The Shore, a Condominium, a residential sub-unit condominium located within The Waterfront Master Condominium ("Condominium"). I will also furnish these rules and regulations to all subcontractors and workers for signature.

1. Prior to commencement of work, Contractor shall have complied with the following:
 - A. Owner/Tenant must submit plans for remodeling or construction in writing accompanied by drawings, if available, to the Board of Directors (the "Board") for approval and shall allow at least one week for review and approval (or disapproval, as the case may be).
 - B. Provide the following deposit one week in advance of the project start date: \$200 for projects under \$2,500; 10% of the total cost of the remodeling or construction proposal for projects over \$2,500.

Deposit: \$ _____

Date: _____

Check # _____

Signed: _____

NOTE: Deposit will be returned 30 days after the work has been completed and no damages have occurred as determined by the Manager, or in part after a settlement has been made for any damages that might have been caused during the remodeling or construction.

- C. The Owner is responsible for making sure that the Contractor shall provide certificate of insurance for required coverages including general liability and workers compensation in amounts to be determined by the Board.
 - D. Owner/Tenant shall provide a fully executed copy of this agreement to the Manager.
2. All work will be performed in accordance with the requirements of applicable city and county codes, and Contractor shall secure applicable building permits as required, and shall provide copies of all building permits to the Association.
3. All contractors, sub-contractors, and workers must check in daily at the designated area to receive a badge. Badges will not be issued for admittance to the building unless all appropriate individuals have signed this Contractors Agreement. Badges lost or not returned will result in an additional charge of at least \$20 each.
4. Work may be performed only during the hours from 8:30 a.m. to 5:00 p.m. on weekdays. No work shall be performed on Saturday, Sunday or Holidays without approval of the Board or the Manager.

5. The Owner/Tenant will be responsible for keeping hallways, elevators, and other Common Elements clean. Drop cloths or plywood shall be used to prevent soiling or damaging of the Common Elements. If Property employees are required to clean Common Elements as a result of work performed by a Owner/Tenant or their Contractor, the Owner will be charged at a minimum of \$30 per hour.
6. Contractors shall check-in daily with the Manager to report anticipated unusual or noisy work that will be going on that day; for example, any work that may set the smoke alarm off (e.g. such as sanding or welding).
7. Smoke detectors, battery or otherwise, shall not be disconnected except by building personnel. Detectors shall be masked off by Contractor for painting and sanding.
8. There is no common area space anywhere on the Property available for use by any Contractors or subcontractors. The exterior receiving area may be used for carpet cutting, etc. with the prior approval of the Manager.
9. Spray painting with oil base or lacquer paint is prohibited. Masking off all doors, HVAC venting, and plumbing is required.
10. Litter, lunch refuse, and all waste shall be removed by the Contractor from the Unit daily.
11. All trash shall be removed from the Property by the Contractor. Trash chutes are not to be used for any contractor material, trash, or refuse.
12. Contractors and workers are to use freight elevator only (or other elevator specifically designated by the Manager).
13. Contractors, workers and servicemen are not to bring materials and tools through the Lobby level, unless the items can be hand-carried (i.e. tool box, tool belt, pest control sprays, etc.).
14. Contractors and the Manager shall inspect Common Elements before and after project to determine damage. It will be the Owner's responsibility and obligation to notify Manager when project is complete. If the work involves any plumbing, wiring (including telephone and TV cable), outlets, or movements of walls, upon completion of the work and before return of any deposit, there shall be delivered to the Manager three copies of accurate as-built drawings.
15. If utilities are to be interrupted, it will be necessary to provide 48 hours advance notice to the Manager.
16. No loud playing of radios or loud or vulgar talk shall occur at any time inside or outside of the Property.
17. Contractors and workers shall only be allowed to park on the Property in areas and at times designated therefor by the Manager, if any.
18. Contractors and workers shall observe the no smoking rule at all times.
19. Contractors and workers are not to ask any neighboring Owner/Tenant for favors (for example, telephone, bathroom facilities, etc.). Lobby level bathrooms are not available for Contractor use.

20. Air conditioning vents and equipment shall be thoroughly cleaned after completion as part of project.
21. Contractors and workmen shall dress in appropriate clothing for entering and leaving the Property; for example, no tank tops or sleeveless undershirts when in the Lobby area. Owner/Tenant and Contractor fully understand that the Manager and the Board are not in a position to ensure the quality, design, or workmanship of the project. All work and materials must comply with the approved plans and specifications and with the Condominium documents of the Association, and any damage to Common Elements or adjacent Units shall be the responsibility of the Owner/Tenant and Contractor.

UNIT #: _____

DATE: _____

AUTHORIZED SIGNATURES:

CONTRACTOR

DATE

MANAGER

DATE

Sub-Contractors:

Date:

Workmen:

Date:

ATTACHMENT C

THE SHORE, A CONDOMINIUM ANTENNA AGREEMENT

This Antenna Agreement ("Agreement") is executed as of _____, 20____ by
and between _____ ("Manager") and
_____ ("Owner").

RECITALS:

- A. Owner is the owner of Unit ____ within The Shore, a Condominium.
- B. Pursuant to 47 C.F.R. 1.400 (the "Rule") adopted by the Federal Communications Commission ("FCC"), Owner has the right to install a customer-end antenna (including a satellite dish) to receive video programming and/or to receive or transmit fixed wireless services as described in the Rule (a "Reception Device") in its Unit or on its Balcony Area, if any, subject to certain limitations imposed by and/or allowed by the FCC (collectively, such Owner's Unit and the Balcony Area appurtenant to such Unit shall constitute the "Designated Areas" for the purposes of this Agreement).
- C. Owner desires to install a Reception Device within the Designated Areas and Manager is willing to permit Owner to install and operate a Reception Device within the Designated Areas, provided Owner acknowledges and agrees that its use of all Reception Devices shall be subject to the terms of this Agreement.
- D. Owner and Manager now desire to enter into this Agreement for establishing rules and regulations governing Owner's installation, use and maintenance of any Reception Device within the Designated Areas.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Manager and Owner hereby agree as follows:

1. **Number and Size of Reception Devices.** Owner may install one Reception Device within the Designated Areas. The Reception Device may not exceed the size limitations set forth in the Rule. Reception Devices that only transmit signals or that are not covered by the Rule are prohibited.
2. **Location.** Owner's Reception Device can only be located: (a) inside Owner's Unit; or (b) on Owner's Balcony Area. Installation of any Reception Device is not permitted on any parking area, roof, exterior wall, window, window sill, fence or General Common Element, or in an area of the Condominium that is not subject to such Owner's exclusive use or control. A Reception Device may not protrude beyond the vertical and horizontal space of Owner's Unit or Balcony Area.
3. **Non-Interference.** The installation of Owner's Reception Devices: (a) must comply with all rules and orders issued by the FCC, including the Rule, all Governing Documents and all reasonable safety standards; (b) may not interfere with any Systems of the Condominium or of neighboring properties; (c) may not be connected to any System, unless connecting into a 110 volt duplex receptacle.

4. **Safety.** If a Reception Device is placed on Owner's Balcony Area, it must be safely secured by one of three methods: (a) securely attaching it to a portable, heavy object such as a small slab of concrete; (b) clamping it to a part of the exterior of the Balcony Area, such as a balcony or patio railing; or (c) any other method approved by the Manager or Association in writing. No other methods are allowed. The Manager and the Association reserve the right to require reasonable visual screening of the Reception Device by plants, etc., so long as it does not impair reception.

5. **Signal Transmission.** As described in the Rule, Owner may not damage or alter the Structure of the Building and may not drill holes through outside walls, door jams or window sills of the Building. If a Reception Device is installed on Owner's Balcony Area, the signals received by it may be transmitted to the interior of the Owner's Unit only by the following methods: (a) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the improvements and does not interfere with proper operation of the door or window; (b) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (c) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window without drilling a hole through the window; (d) wireless transmission of the signal from the Reception Device to a device inside the dwelling; or (e) any other method approved by the Manager or Association in writing.

6. **Safety in Installation.** In order to assure safety of persons from the Reception Device becoming unattached or falling, the strength and type of materials used for installation and the manner of installation must be approved by the Manager or the Association (which determination shall be made in the same manner as with respect to any other installation that is comparable in size and weight and poses a similar or greater safety risk). Installation must be done by a qualified person or company approved by the Manager or the Association in its reasonable discretion which may not be unreasonably withheld. Any installer provided or employed by the seller of a Reception Device shall be presumed to be qualified.

7. **Maintenance and Insurance.** Owner shall have the sole responsibility for maintaining and insuring its Reception Devices and all related equipment within its Unit or on its Balcony Areas in accordance with the Maintenance Standard. If a Reception Device is installed at a height or in some other way that could result in injury to another Person if it becomes unattached and falls, the Manager or the Association may require Owner to obtain liability insurance, naming the Declarant, the Manager and the Association as additional insureds, against claims of personal injury and property damage to others related to the Reception Device. The insurance coverage must be in an amount to be reasonably determined by the Manager or the Association. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, and risk of the Reception Device causing injury to another person. **OWNER HEREBY INDEMNIFIES AND AGREES TO DEFEND AND HOLD HARMLESS THE DECLARANT, THE MASTER DECLARANT, THE MANAGER, THE ASSOCIATION AND THE MASTER ASSOCIATION, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, MEMBERS, COMMITTEE MEMBERS, AGENTS, ATTORNEYS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, SUITS, JUDGMENTS, DAMAGES, COSTS AND EXPENSES (INCLUDING ATTORNEY FEES AND COURT COSTS) ARISING FROM BODILY INJURY (INCLUDING, WITHOUT LIMITATION, MENTAL ANGUISH, EMOTIONAL DISTRESS AND DEATH) AND/OR LOSS OR DAMAGE TO PROPERTY SUFFERED OR INCURRED BY ANY OWNER OR TENANT OF ANY UNIT, OR ANY FAMILY MEMBER, GUEST OR INVITEE OF OWNER OR THE TENANT OF SUCH UNIT, CAUSED BY THE INSTALLATION OR USE OF ANY RECEPTION DEVICE BY OWNER OR ITS TENANT WHETHER CAUSED OR ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE DECLARANT, THE MASTER DECLARANT, THE MANAGER, THE ASSOCIATION AND THE MASTER ASSOCIATION, OR THEIR**

RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, MEMBERS, COMMITTEE MEMBERS, AGENTS, ATTORNEYS, CONTRACTORS OR EMPLOYEES.

8. **Removal and Damages.** Owner shall be liable for any and all damages to Owner's Unit, the Building or Balcony Area in connection with the removal of Owner's Reception Devices therein.

9. **Commencement of Installation.** Owner may not commence installation of a Reception Device within a Designated Area until Owner has executed this Agreement, received the written approval of the Manager or the Association with respect to the installation of the Reception Devices as described in Section 6 of this Agreement, and has provided the Manager with written evidence of the liability insurance referred to in Section 7 of this Agreement, if required.

10. **Governing Documents.** This Agreement shall be subject in all respects to the provisions of the Governing Documents. Any failure by Owner to comply with the terms and provisions of this Agreement shall be and constitute a violation of the Governing Documents.

11. **Definitions.** Those capitalized terms not expressly defined herein have the same meaning as defined in the Condominium Declaration for The Shore, a Condominium and all recorded amendments thereto.

EXECUTED as of the date first above written.

MANAGER:

By: _____

Name: _____

Title: _____

OWNER:

By: _____

Name: _____

Title: _____

ATTACHMENT D
STANDARD FORM OF STORAGE UNIT LEASE

1. **PARTIES.** This agreement is between _____ ("Lessor") and _____ ("Lessee"), whereby Lessor leases to Lessee the Storage Unit described as Storage Unit number(s) _____ (the "Storage Unit") in The Shore, a Condominium, a residential sub-unit condominium within The Waterfront Master Condominium, located at 602 Davis Street, Austin, Texas 78701 ("Condominium"). Lessee must be an Owner or Tenant of a Unit in the Condominium.

2. **PERIOD** of _____, beginning on the _____ day of _____, 200__, and ending on the _____ day of _____, 200__; (provided, however, if Lessee sells or otherwise transfers Lessee's ownership of its Unit such that Lessee no longer owns any Unit, this agreement shall automatically terminate and Lessor and Lessee shall have no further obligations to each other except for obligations accruing prior to such date of termination of Lessee's ownership of its Unit).

3. **RENTAL** of \$ _____ per month ("Rental"), payable at the designated address given herein, in advance without demand or grace period, on or before the first day ("Due Date") of each month during the period of this lease. Receipt is hereby acknowledged of the prorated Rental in the sum of \$ _____ for Rental to the first Due Date. Rental paid after the Due Date is delinquent, and the provisions of paragraph 6 below shall apply. At the option of the Lessor, Lessee shall additionally pay interest at the Past Due Rate for payments made after the Due Date, until Rental is paid in full and \$25.00 for each check dishonored by Lessee's bank for any reason.

4. **HOLDING OVER.** If Lessee fails to vacate the Storage Unit at the end of the lease term, or on any agreed move-out date, Lessor shall assess Rental for the hold over period at twice the Rental which shall be payable at a daily rate computed on the basis of a 30-day month and shall be payable daily at the designated address specified herein, without waiving Lessee's rights under paragraph 5 below.

5. **LIENS.** An express contractual lien and a landlord's lien where permitted by law, are hereby granted to Lessor on all non-exempt personal property of Lessee, to secure the payment of the Rental. Lessor or its agent may peacefully enter the Storage Unit to remove and store such property. Lessor may sell all property deemed abandoned, seized under a valid lien, or removed under a court eviction order, to the highest bidder at a public or private sale, after first giving Lessee 30 days written notice of the time, date and place of the sale, by certified mail, return receipt requested, addressed to Lessee at the address given herein. Sale shall be to the highest bidder for cash and subject to any recorded lien. The proceeds shall be applied first to the costs of sale, then to sums due Lessor, with the remainder mailed to Lessee at address shown herein. The Storage Unit is accepted by Lessee subject to and subordinate to all existing and future mortgages and liens.

6. **DEFAULT.** If Lessee shall default in the prompt payment of the Rental or any other sums due hereunder or violates any of the terms of this lease or violates any of the provisions of the Governing Documents, Lessor shall be entitled to exercise all remedies available at law or in equity, and shall be entitled to terminate this Lease or Lessee's right of occupancy and use of the Storage Unit by giving Lessee ten days' written notice to vacate, delivered either in person or by first class mail, and filing suit in the proper court for possession. After giving such notice, or filing suit for possession, Lessor may accept payment for sums hereunder without waiving or diminishing Lessor's right to proceed against Lessee for eviction, property damages, past or future Rentals, attorneys' fees, or other sums due hereunder. Lessor may report any unpaid sums due hereunder, breaches of this lease or damages, to any credit reporting agency for addition to Lessee's files. If Lessor is the prevailing party in any action arising

out of any breach or default of Lessee under the lease, Lessee shall pay all attorneys' fees, costs and expenses actually and reasonably incurred by Lessor in prosecuting its claims against Lessee.

7. **CARE AND MAINTENANCE.** Tenant accepts the Storage Unit in its present condition. Tenant shall maintain the Storage Unit in good condition and repair at Tenant's sole cost and expense. Owner shall have no duty to furnish smoke detectors, security guards, or additional locks and latches except as required by statute. No implied warranties are made by Owner or Owner's agents regarding the condition of the Storage Unit and no agreements as to future repairs have been made unless specifically included herein. Tenant agrees to use reasonable diligence in the care of the Storage Unit and agrees to not: (a) make any alterations to the Storage Unit without written permission of Owner; (b) paint, refinish or repair any part of the Storage Unit without written permission of Owner; (c) remove any part of Storage Unit for any purpose without written permission of Owner; (d) add, remove, change or re key any lock without written permission of Owner; or (e) make any holes in the woodwork, floors or walls. Tenant shall be responsible for: (a) damage to doors not due to negligence of Owner and (b) supplying and replacing light bulbs. At the termination of this Lease, Tenant agrees to return the Storage Unit in the same condition as when received, reasonable wear and tear excepted.

8. **USE OF STORAGE UNIT.** The Storage Unit shall only be used for storage purposes and must be used in accordance with the provisions of the Governing Documents regulating the use of Storage Units. In the event Owner shall be required to pay additional Assessments or fees relating to Tenant's use of the Storage Unit, Tenant shall reimburse Owner for such fees with the monthly payment of Rental next due.

9. **LIABILITY.** Owner or Owner's agents shall not be liable to Tenant, Tenant's guests or invitees for any damages, injuries, or losses to person or property in the Storage Unit caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, acts of other persons or the condition of the Storage Unit, unless such damage or injury is caused by the gross negligence of Owner or Owner's agents. Owner suggests that Tenant secure insurance coverage for protection against above liabilities and losses. Tenant agrees to notify Owner immediately of any dangerous conditions on or about the Storage Unit.

10. **INSPECTION.** Lessor, Lessor's agents, employees and other persons authorized by Lessor, may enter the Storage Unit by any reasonable means at all reasonable times without notice, to inspect the Storage Unit, make repairs, show the Storage Unit to prospective Tenants or purchasers, exercise a valid lien, and such other reasons as Lessor deems appropriate.

11. **COMPLIANCE WITH CONDOMINIUM DECLARATIONS AND INSTRUMENTS.** Lessee acknowledges receipt of copies of, and is familiar with the terms, conditions and provisions of the Condominium Declaration for the Condominium, the Certificate of Formation and Bylaws of The Shore Condominium Association, Inc. and the Condominium Rules and Regulations (collectively, and as amended from time to time, the "Governing Documents"), and Lessee understands that Lessee's rights to use the Storage Unit shall be subject to and subordinate in all respects to the provisions of the Governing Documents. Failure to comply with the Governing Documents shall constitute a material breach of the lease. Lessee shall indemnify and hold harmless Lessor from and against all damage, direct or indirect, incurred by Lessor as a result of noncompliance by Lessee, Lessee's agents, guests and invitees, with the provisions of any of the Governing Documents, or any covenant of this lease.

12. **NO ASSIGNMENT.** Lessee may not assign this lease or sublet the Storage Unit.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE. The parties hereto agree that the lease contains all

the agreements between them, that no oral agreements have been made and this agreement may be altered only by an agreement in writing signed by all parties hereto.

Executed in multiple originals this the ____ day of _____, 200__.

Owner

Tenant

By Agent

Tenant

Designated Address for Owner's notices and
payment of Rental

Address for Tenant's Notice

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AFTER RECORDING RETURN TO:**Gregory S. Cagle, Esq.****Cagle Carpenter Hazlewood****7500 Rialto Boulevard, Bldg. 1, Ste. 110****Austin, Texas 78735**

FIRST AMENDMENT TO RULES AND REGULATIONS FOR THE SHORE A Condominium

Cross reference to that certain Rules and Regulations for the Shore, a Condominium, recorded at Document No. 2012148113 in the Official Public Records of Travis County, Texas.

FIRST AMENDMENT TO RULES AND REGULATIONS FOR THE SHORE
A Condominium

This First Amendment to the Rules and Regulations for the Shore, A Condominium (the "**Amendment**") is made by The Shore Condominium Association, Inc. (the "**Association**"), a Texas nonprofit corporation, and is as follows:

RECITALS:

A. WHEREAS, The Shore is a condominium regime (the "**Shore Condominium**") established by that certain Condominium Declaration for the Shore, recorded at Document No. 2006061260 in the Official Public Records of Travis County, Texas, as amended from time to time (collectively, the "**Declaration**");

B. WHEREAS, pursuant to the Texas Property Code § 82.102(a)(7) the Association's Board of Directors (the "**Board**") is vested with authority to adopt and amend rules regulating the use, occupancy, leasing or sale, maintenance, repair, modification, and appearance of units and common elements of the Shore Condominium;

C. WHEREAS, the Board previously adopted those certain Rules and Regulations recorded at Document No. 2012148113 in the Official Public Records of Travis County, Texas (the "**Rules**");

D. WHEREAS, the Board desires to amend the Rules in order to regulate the replacement of utility sub-meters within Units and modify rules regarding permitted pets within the Shore Condominium; and

NOW THEREFORE, the Association hereby amends and modifies the Rules as follows:

1. **Obligations of Owners.** Part I, Article C of the Rules is hereby amended to add the following Section 9:

9. **Replacement of Sub-Meters Within Units.** The Association shall provide a new sub-meter to the Owner of each Unit as needed, for the purpose of measuring utility usage of air conditioning in the Unit. The Owner must immediately install the sub-meter provided by the Association. Owner shall be solely responsible for the installation of the Unit's assigned sub-meter at Owner's own cost and expense. If Owner fails to install or replace the sub-meter within sixty (60) days of receipt of the new sub-meter from the Association, the Association shall authorize a representative to enter into the Unit in accordance with Section 5.2 of the Declaration and install or replace the sub-meter at its discretion, and impose a charge of \$300.00 against the Owner and such Owner's Unit for failure to replace the sub-meter. Such charge shall be in addition to any costs incurred by the Association in the installation of the new sub-meter.

2. **General Use and Maintenance of Unit.** Part I, Article G, Section 4 of the Rules is hereby wholly deleted and replaced with the following:

4. **Maintenance.** Each Owner, at such Owner's sole cost and expense, will maintain its Unit in accordance with the Maintenance Standard and Article C hereunder regarding Obligations of Owners, and shall keep it in good repair at all times; provided, however, that any work to be performed by a party not the Owner shall require an executed copy of an agreement substantially in the form attached as Attachment B to be provided to the Association.

3. **Pets.** Part I, Article O, Section 4 of the Rules is hereby deleted in its entirety and replaced with the following:

4. **Permitted Pets.** Subject to these Regulations, an Owner (and a Tenant with such Owner's consent) may keep in a Housing Unit up to two (2) house pets (other than aquarium fish). Permitted house pets are limited to: domesticated dogs (limited to 1 dog per Unit for Tenants), cats, caged birds, and aquarium fish. If required by any law, ordinance, government rule or regulation, any such pet(s) must be appropriately vaccinated, to include rabies, and licensed through the appropriate municipal or city department. Tenants must pay to the Association a one-time \$250.00 Dog Fee, due at move in or at the time of acquiring a dog.

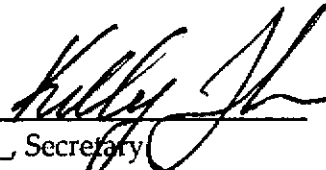
4. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Rules. Unless expressly amended by this instrument, all other terms and provisions of the Rules remain in full force and effect as written, and are hereby ratified and confirmed.

5. **Effective Date.** This First Amendment to Rules and Regulations for The Shore, a Condominium shall be effective upon its recording in the Official Public Records of Travis County, Texas.

SECRETARY'S CERTIFICATION

The undersigned Secretary of the Association hereby certifies that this First Amendment to Rules and Regulations for The Shore, a Condominium was approved by the Board at a meeting conducted on 21 day of FEB, 2018.

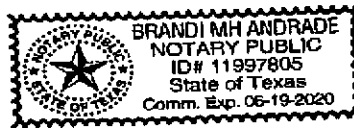
THE SHORE CONDOMINIUM ASSOCIATION,
INC.

KELLY JOBE 
Secretary

STATE OF TEXAS

COUNTY OF TRAVIS

§
§
§



THIS INSTRUMENT was acknowledged before me this 21st day of February, 2018 by Kelly Jobe Secretary of The Shore Condominium Association, Inc.

Brandi Mh Andrade
Notary Public of Texas



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

February 22 2018 01:22 PM

FEE: \$ 38.00 2018026315