

**EXHIBIT D**

**RULES AND REGULATIONS OF SOCO URBAN LOFT CONDOMINIUMS**

**[The Rules and Regulations are on the pages following this cover sheet]**

**INITIAL RULES OF  
SOCO URBAN LOFT CONDOMINIUMS ASSOCIATION, INC.**

These Rules apply to the units and common elements of SoCo Urban Loft Condominiums. By owning or occupying a unit in SoCo Urban Loft Condominiums, each owner and resident agrees to abide by these Rules, as well as the obligations of owners and residents provided in the Declaration and Bylaws.

For the convenience of SoCo Urban Loft Condominiums' owners and residents, these Rules restate some of the rules and covenants contained in the Declaration. Most of these Rules, however, are in addition to the restrictions found in the Declaration. Words and phrases defined in the Declaration shall have the same meaning when used in these Rules. In the event of a conflict between Governing Documents, the hierarchy of authority shall be as follows: Declaration (highest), Bylaws, these Rules (lowest).

**A. COMPLIANCE**

- A-1. Compliance. Each owner shall comply with the provisions of these Rules, the Declaration, the Bylaws, and community policies promulgated by the board to supplement these Rules, as any of these may be revised from time to time (collectively, the "**Governing Documents**"). Each owner, additionally, shall be responsible for compliance with the Governing Documents by the occupants of his unit, and his or their respective family, invitees, tenants, agents, employees, or contractors. Use of "owner" or "resident" in these Rules shall be deemed to include and apply to the owner and to all persons for whom owner is responsible. An owner should contact the board if he has a question about these Rules.
- A-2. Additional Rules. Each resident shall comply with all rules and signs posted from time to time on the condominium by the Association, including those regulating the use of recreational facilities. Such posted rules are incorporated in these Rules by reference. Each resident shall comply with notices communicated by the Association, from time to time, in the nature of seasonal or temporary rules, or notice of a change affecting use of the condominium. Such temporary rules are incorporated in these Rules by reference.
- A-3. Waiver. Certain circumstances may warrant waiver or variance of these Rules. An owner must make written application to the board for such waiver or variance. If the board deems the waiver or variance warranted, the board may condition its approval, which must be in writing: to be effective.

**B. OBLIGATIONS OF OWNERS AND RESIDENTS**

- B-1. Safety. Each resident is solely responsible for his own safety and for the safety, well-being and supervision of his guests and any person on the condominium to whom the resident has a duty of care, control, or custody.
- B-2. Unit Key. Each Owner shall provide the Association with a set of all keys required to enter such Owner's Unit and Storage Unit, if applicable, through the front door, and shall provide replacement keys to the Association each time a lock on the Unit is changed. The Association assumes no liability related to possession of the keys, beyond reasonable and prudent care to safeguard them.

- B-3. Damage. Each owner is responsible for any loss or damage to his unit, other units, the personal property of other residents or their guests, or to the common elements and improvements, if such loss or damage is caused by the owner or by any person for whom the owner is responsible.
- B-4. Association Does Not Insure. Each resident is solely responsible for insuring his personal property in the unit and on the condominium, including his furnishings, automobile, and items kept in storage areas provided by the Association. Personal property placed in or on the condominium shall be solely at the risk of resident or the owner of such personal property. **THE ASSOCIATION URGES OWNERS AND RESIDENTS TO PURCHASE INSURANCE ON THEIR PERSONAL BELONGINGS.**
- B-5. Risk Management. No resident shall permit anything to be done or kept in his unit or the common elements which will result in the cancellation of insurance on any unit, or any part of the common elements, or which may be in violation of any law.
- B-6. Reimbursement for Enforcement. An owner shall promptly reimburse the Association for any expenses incurred by the Association in enforcing the Governing Documents against the owner, his unit, or persons for whom the owner is responsible.
- B-7. Reimbursement for Damage. An owner shall promptly reimburse the Association for the cost of damage to the condominium caused by the negligent or willful conduct of the owner or the persons for whom the owner is responsible.
- B-8. No Estate Sales. Without the Association's prior written permission, an Owner may not conduct on the Property a sale or activity that is advertised or attractive to the public, such as "estate sales," "yard sales" or "garage sales." This section does not apply to marketing the sale or rental of a Condominium Unit, unless combined with a prohibited activity.

### **C. OCCUPANCY STANDARDS**

- C-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 Unit, no more than three persons may occupy any two-bedroom Unit, and no more than four persons may occupy any three-bedroom Unit.
- C-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.
- C-3. Minors. No person under the age of 18 years of age may Occupy a 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 Unit upon request of the Association.
- C-4. Numbers. A unit may be occupied by no more than two persons per bedroom, unless higher occupancy is mandated by public agencies that enforce compliance with the familial status protection of the Fair Housing Act.

- C-5. Danger. The Association may prohibit occupancy by a person who constitutes a direct threat to the health or safety of other persons, or whose occupancy would result in substantial physical damage to the property of others, pursuant to the Fair Housing Act.
- C-6. Occupancy Defined. Occupancy of a unit, for purposes of these Rules, shall mean occupancy of at least 30 continuous days or 60 non-continuous days in any 12-month period.
- C-7. Term of Lease. A unit may be not be leased for hotel or transient purposes. Less than the entire unit may not be leased.
- C-8. Written Leases. Each lease must be in writing, and an owner shall provide the board with a copy of each lease of that owner's unit.

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

- D-1. Residential Use. Each unit must be used solely for residential use, and may not be used for commercial or business purposes. This restriction shall not prohibit a resident from using his unit for personal business or professional pursuits, provided, that: (i) such use is incidental to the unit's residential use; (ii) such use conforms to all applicable laws and ordinances; (iii) there is no external evidence of such use; and (iv) such use does not entail visits to the unit by the public, employees, suppliers, or clients.
- D-2. Annoyance. No unit may be used in any way that: (i) may reasonably be considered annoying to occupants of neighboring units; (ii) may be calculated to reduce the desirability of the condominium as a residential community; (iii) may endanger the health or safety of other residents; or (iv) may violate any law or any provision of the Governing Documents.
- D-3. Right of Entry. The Association may enter a Condominium Unit in case of an emergency originating in or threatening the Condominium Unit whether or not the Owner is present at the time. This right of entry may be exercised by the Association's 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 Condominium Unit to perform installations, alterations, or repairs to the mechanical, electrical, or utility services which, if not performed, would affect the use of other Condominium 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 Condominium Unit or Common Elements caused by the Association's chosen method of access under such circumstances.
- D-4. Patio/Balcony. Each resident shall keep his unit and patio or balcony in a good state of cleanliness, taking care that the cleaning of his patio or balcony does not annoy or inconvenience other residents. A patio/balcony may not be enclosed or used for storage purposes. If the board determines that a patio is unsightly or poses a safety risk, the owner shall be given notice by the board to correct the problem within a reasonable period of time, after which the board may take corrective action at the owner's expense.

- D-5. Glass. Each owner, at his sole cost and expense, shall promptly repair and replace any broken or cracked glass in his unit's windows and doors. Replacement windows must conform to the windows that are standard in the building. The Association reserves the right to replace any broken or cracked exterior windows of the building on behalf of an owner, at owner's sole expense, to ensure proper installation.
- D-6. Air Conditioning Equipment. Each owner, at his sole cost and expense, shall maintain, repair, and replace the heating and cooling equipment/system serving his unit.
- D-7. Combustibles. Except those retail products sold for exclusive use as household cleaning products, a resident shall not store or maintain, anywhere on the condominium (including within a unit) explosive or materials capable of spontaneous combustion.
- D-8. Report Malfunctions. A resident shall immediately report to the board his discovery of any leak, break, or malfunction in any portion of his unit or the adjacent common elements for which the Association has a maintenance responsibility. The failure to promptly report a problem may be deemed negligence by the resident, who may be liable for any additional damage caused by the delay.
- D-9. Utilities. Each resident shall endeavor to conserve the use of utilities furnished through the Association, including water consumption within his unit.
- D-10. Frozen Water Pipes. Because the condominium is constructed with water lines in exterior walls, it is the duty of every owner and resident to protect such water lines from freezing during winter months. Between November 1 and March 25 of any year, no unit may be left unheated. Failure by an owner or resident to monitor the local weather and take appropriate precautions shall be deemed negligence.
- D-11. Infestation. No owner shall permit or suffer the infestation of the owner's condominium 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.

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

- E-1. Intended Use. Every area and facility in the condominium may be used only for its intended and obvious use. For example, walkways, stairways, sidewalks, elevators, and driveways are to be used exclusively for purposes of access, not for social congregation or recreation.
- E-2. Grounds. Unless the board designates otherwise, residents may not use or abuse the landscaped areas, lawns, beds, and plant materials on the common elements. The following are expressly prohibited: digging, planting, pruning, and climbing.
- E-3. Abandoned Items. No item or object of any type shall be stored, placed, or maintained anywhere on the general common elements, including window sills, passageways and courtyards, except by the board or with the prior written consent of the board. Items of personal property found on general common elements are deemed abandoned and may be disposed of by the board.

- E-4. Stored Items. If the Association provides storage areas for use by residents, resident agrees that the Association is not responsible for items stored there by resident, who shall be solely liable at all times for his personal property.
- E-5. Access. Admittance to the garage and buildings may require use of a remote controlled gate opener or coded access card, in which case an appropriate device will be issued to owners through the Management Office. To obtain such device, an owner must provide the Manager with evidence of ownership of a unit. Access devices 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 device shall, upon request of the Association, produce a valid driver's license or other picture identification. An access device found in the possession of a person to whom it is not issued will be confiscated. Replacement of a lost or confiscated access device, or the purchase of an additional access device, requires payment of a fee set by the Board of Directors. The Management Office shall issue no more than two access devices per condominium unit without the special consent of the Board of Directors.
- E-6. Prohibition of Outdoor Cooking or Heating Equipment. *Other than the designated gas grills located in the pool area,* the use of outdoor cooking or heating equipment is prohibited anywhere on the Property, including charcoal grills, electric or gas grills and hibachis, unless the owner has received prior written approval of the Association.
- E-7. Water Problems. An owner is responsible for water damage to common elements and adjoining units which emanates from the owner's condominium 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.
- E-8. 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. All flooding of a condominium unit must be remedied, and all instances of flooding or water damage must be reported to the Association immediately.
- E-9. 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 the unit to the Association or Manager
- E-10. Use of Elevators. The Association may designate one of the condominium's elevators for use as a freight (service) elevator to be used by residents for the purpose of moving any items.
- E-11. 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 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.

## F. COMMUNITY ETIQUETTE

- F-1. Courtesy. Each resident shall endeavor to use his unit and the common elements in a manner calculated to respect the rights and privileges of other residents.
- F-2. Annoyance. A resident shall avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other residents or their guests, or the Association's employees and agents.
- F-3. Noise and Odors. Each resident shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb residents of other units.
- F-4. Smoking. The smoking of tobacco products is permitted in the individual units. All cigarette and cigar butts shall be disposed of properly. Smoking is prohibited in the general common elements, including any elevators, hallways, clubhouse, the Manager's Office, garages, and laundry facilities. Smoking is also prohibited in the pool area and outside of the building entrances.
- F-5. 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.
- F-6. Reception Interference. Each resident shall avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception on the condominium.
- F-7. 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 Association employees, and will refrain from monopolizing the time or attention of Association employees.
- F-8. No Personal Service. The Association's employees and agents are not permitted or authorized to render personal services to residents.
- F-9. 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.
- F-10. Compliance with Law. Residents may not use the condominium for unlawful activities. Residents shall comply with applicable laws and regulations of the United States and of the State of Texas, and with ordinances, rules, and regulations of Dallas, Texas. A

resident who violates this provision shall hold the Association and other owners and residents harmless from all fines, penalties, costs, and prosecutions for the resident's violation or noncompliance.

F-11. Communications among Owners. The Association bears a duty to balance the right of members to communicate with each other against the desire of the condominium's members 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 hand-deliver written communications to mailboxes, condominium unit doors, or car windshields.
- c. Without the Board of Directors' prior written permission, a person may not solicit information, endorsements, or money from tenants, or circulate petitions, except via the U.S. mail.

F-12. Resolution by Arbitration. If a disagreement occurs 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, the Board of Directors alone may, in its sole discretion, refer the matter to binding arbitration at the sole cost of the prevailing owner or tenant. The arbitration will be conducted in the County in accordance with the rules of the American Arbitration Association. Arbitration shall be binding upon all parties involved in the controversy, provided, however, the award of attorneys' fees shall never be charged against the Association or the Board of Directors, but only against the owner(s) involved, as the arbitrator(s) shall determine in accordance with this section. Judgment upon the award rendered by the arbitrator(s) may be entered in any court in the County having jurisdiction thereof.

## **G. ARCHITECTURAL CONTROL**

G-1. Common Elements. Without the board's prior written approval, a person may not change, remodel, decorate, destroy, or improve the common elements, nor do anything to change the appearance of the common elements, including without limitation the entry door, balcony or patio, and landing or walkway appurtenant to the unit.

G-2. Prohibited Acts. No person may:

- a. Post signs, notices, or advertisements on the common elements or in a unit if visible from outside his unit.



- b. Place or hang an object in, on, from, or above any window, interior window sill, balcony, or patio that, in the board's opinion, detracts from the appearance of the condominium.
  - c. Hang, shake, or otherwise display linens, clothing, towels, rugs, shoes, mops, bedding or other similar items from windows, doors, balconies, patios, or passageways.
  - d. Erect or install exterior horns, lights, speakers, aerials, antennas, or other transmitting or receiving equipment, or cause anything to, protrude through an exterior wall or roof. No window heating or air conditioning units shall be installed.
  - e. Place decorations on exterior walls or doors, or on the general common elements.
  - f. Overload existing electrical circuits and plumbing facilities in such owners' condominium units.
- G-3. Window Treatments. An owner may install window treatments inside his unit, at his sole expense, provided:
- a. Any window treatment, including drapes, blinds, shades, or shutters, must be clear or white when viewed from outside the unit;
  - b. Aluminum foil and reflective window treatments are expressly prohibited; and
  - c. Window treatments must be maintained in good condition, and must be removed or replaced if they become stained, torn, damaged, or otherwise unsightly in the opinion of the board.
  - d. The color or appearance of the glass surfaces in the unit's windows are not altered from the building standard.
- G-4. Board Approval. To obtain the board's written consent for a modification, an owner must submit to the board complete plans and specifications showing the nature, kind, shape, size, materials, colors, and location for all proposed work, and any other information reasonably requested by the board. The board's failure to respond to the owner's written request within 45 days after it receives the owner's request shall be construed as no objection to the proposed changes.

#### **H. VEHICLE RESTRICTIONS**

- H-1. Permitted Vehicles. To be permitted on the condominium, a vehicle must be operable. For purposes of these Rules, vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles. The following are not permitted on the condominium without the board's consent: trailers, boats, recreational vehicles, buses, large commercial trucks, industrial vehicles.

- H-2. Repairs. Washing, repairs, restoration, or maintenance of vehicles is prohibited, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.
- H-3. Bicycles and Rollerblades. Bicycles, skateboards, rollerblades, and other non-motorized wheeled devices may not be ridden, and must be walked or carried, on the sidewalks, driveways, garage, and other common elements in the condominium.
- H-4. Space Use. Because of limited offstreet parking, all parking spaces on the condominium, including assigned covered spaces, shall be used for parking purposes only, and may not be used for storage. No parking space may be enclosed or used for any purpose that prevents the parking of vehicles.
- H-5. No Obstruction. No vehicle may be parked in a manner that interferes with ready access to any entrance to or exit from the condominium. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on the condominium. No vehicle may be parked, even temporarily, in spaces reserved for others, in firelanes, or in any area designated as "No Parking."
- H-6. Nuisances. Each vehicle shall be muffled and shall be maintained and operated to minimize noise, odor, and oil emissions. The use of car horns on the condominium is discouraged. No vehicle may be kept on the condominium if the board deems it to be unsightly, inoperable, inappropriate, or otherwise violative of these Rules.
- H-7. 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.

#### **I. PARKING SPACES**

- I-1. Parking Spaces. An owner shall hold any parking space in accordance with the Governing Documents. Parking space(s) shall be held or used by the owner pursuant to these Rules. Except as otherwise specifically provided in the Governing Documents, no person shall have the right to use a parking space not specifically identified as a "visitor" space except an owner or tenant of a parking space. Parking spaces may not be enclosed or altered in any way.
- I-2. Part I Not Exclusive. The rules and regulations contained within this part I shall not be interpreted to apply to the exclusion of other rules contained in these Rules which would logically apply to parking spaces.

#### **J. TRASH DISPOSAL**

- J-1. General Duty. Resident shall not litter common elements, shall endeavor to keep the condominium clean, and shall dispose of all refuse in receptacles provided specifically by the Association for that purpose.
- J-2. Hazards. Resident may not store trash inside or outside his unit in a manner that encourages vermin, causes odors, or may permit the spread of fire. Before discarding

coals, ashes, logs, or other materials used in barbecue grills or fireplaces, resident shall ensure that the debris is thoroughly cold.

- J-3. 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. 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.
- J-4. 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.
- J-5. Closing the Trash Chute. An Owner must make certain that the door to the trash chute is securely closed after using it.

#### **K. PETS**

- K-1. Subject to Rules. Owners may not keep or permit on the property a pet or animal of any kind, at any time, except as permitted by these Rules 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 Manager's office.
- K-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.
- K-3. Pets Banned in Storage Units. Although permitted pets may be kept in units that are owner or tenant occupied, pets are not allowed in any storage unit at any time.
- K-4. Permitted Pets. Subject to these Rules, a tenant may keep in his unit up to two housepets (two cats, or two dogs, or one cat and one dog). This standard does not apply to 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.
- K-5. Prohibited Animals. No Owner may keep a dangerous or exotic animal, or any other animal determined by the board 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.
- K-6. Indoors/Outdoors. A permitted pet must be maintained inside the unit, and may not be kept in any common element areas. No pet is allowed on general common elements unless carried or leashed. No pet may be leashed to any stationary object on the common elements.
- K-7. Disturbance. Pets must be kept in a manner that does not disturb another owner's rest or peaceful enjoyment of his 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.

- K-8. Damage. Owners are responsible for any property damage, injury, or disturbance his pet may cause or inflict. Owner shall compensate any person injured or otherwise damaged by his 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 his pet or arising by reason of keeping or maintaining the pet at the condominium.
- K-9. 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 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 that unit's owner.
- K-10. Removal. If an Owner or his pet violates these Rules, 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 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, 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.
- K-11. Complaints. Any complaints about pets or owners violating these Rules 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.
- K-12. 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.
- K-13. 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.

#### **L. USE OF RECREATIONAL FACILITIES**

- L-1. Access to Recreational Facilities. The Association may, in its sole and absolute discretion, designate the hours of access to the Recreational Facilities (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 Rules 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.
- L-2. Recreational Facilities. The Facilities consist of a swimming pool, fitness room/tanning, and a media room. *The swimming pool is open from 10:00 a.m. to 12:00 midnight, seven days a week.* The fitness room is open 24 hours a day, seven days a week and

shall be available for special bookings for activities such as organization of informative classes with respect to diet, exercise and health issues. *The media room is available on a reservation basis only.*

- L-3. Guests. Except for Tenants under leases, 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 his owner's guests or invitees is at all times subject to the immediate termination by the board if the Governing Documents are violated, or if such termination is deemed by the board to be in the Association's best interests.
- L-4. Number of Guests. The owners of a unit, collectively, at any one time, may not have more than: (a) two guests using the swimming pool; (b) two guests using the fitness room; (c) or eight guests using the media room. By reservation through the Management Office, functions involving a larger number of guests may be permitted, provided, however, that the number of guests in the Facilities shall at all times comply with the Restrictive Covenants and the maximum occupancy standards set forth therein. Reserved functions must be confined to the specific Facility reserved, and the host owner must ensure his guests do not use the other Facilities.
- L-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, the following restrictions apply:
- a. Swimming Pool. No person under the age of 12 years may be permitted in or around the swimming pool at any time unless accompanied by a parent or legal guardian.
  - b. Fitness Room. No person under the age of 18 years may be permitted in or around the fitness room at any time unless accompanied by a parent or legal guardian. In addition, no person under the age of 18 shall be allowed to use any of the facilities located within the tanning room.
  - c. Media room. No person under the age of 15 years may be permitted in or around the clubroom at any time unless accompanied by a parent or legal guardian.
- L-6. Animals Prohibited. No animals or pets are permitted in any Facility at any time.
- L-7. Disturbances Prohibited. No loud sounds or boisterous conduct is permitted in any Facility at any time. The reasonable use of a radio, television, CD player or similar device is permitted in any Facility only during periods when an owner and his guests are the sole users of that Facility.
- L-8. Glass Containers Prohibited. Containers made of glass are not permitted at any time in the Facilities.
- L-9. Suspension of Privileges. The Board of Directors may suspend use of a Facility by any owner or guest who violates these Rules 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, 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.

- L-10. Suspension for Nonpayment. The board 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.
- L-11. 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 or the spa: (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 12 years may be permitted in or around the swimming pool except pursuant to paragraph L-5(a) above; and (f) children who are not toilet trained are not permitted in the swimming pool.
- L-12. Fitness Room. In addition to the regulations and posted rules at the fitness room, the following rules will condition any use of the fitness room: (a) customary exercise attire must be worn in the fitness room; (b) street clothes, cutoffs and underwear (without other clothing) are not allowed in the fitness room; (c) furniture may not be removed from the fitness room; (d) running, rough play, wrestling, and loud behavior are prohibited in the fitness room; and (e) no person under the age of 18 years may be permitted in or around the fitness room except pursuant to paragraph L-5(b) above.
- L-13. Reservation. The media room 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, of which only one reservation may be on a Friday, Saturday or Sunday. The Association may charge a fee for the reservation and use of the media room in addition to the refundable deposit.
  - a. Use Agreement and Deposit. The Association may require the owner to sign a use agreement and deliver a refundable deposit in connection with such reservations.
  - b. Use or Function. In connection with a reservation, the Association may require the owner to describe the purpose for which the media room will be used. The right of owners to reserve such Facilities for private use is subject to the right of the board to prohibit or condition certain uses or functions or to require additional security deposits.
- L-14. Cleaning. An owner who has exclusive use of the media room must restore it 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, and if the condition of the media room 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.

- L-15. Release. Although all owners, guests and invitees are 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.**
- L-16. Risk. Each owner uses the Facilities and other common elements at his own risk. The Facilities are unattended and unsupervised. Each owner is solely responsible for his own safety and that of his guests. The Association disclaims any and all liability or responsibility for property damage, injury or death occurring from use of the Facilities.

#### **M. 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.

- M-1. Supervision of Minors. For their own well-being and protection, persons who are legally incompetent or younger than 8 years must be under the general control and supervision of their parents or guardians at all times while on the Property. A person under 13 years may not be left unattended in a Unit at any time.
- M-2. 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 condominium unit, to the contents of such owner's condominium 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.

#### **N. MOVING**

- N-1. Notice. The time and date of all moves must be scheduled in advance with the Management Office. An owner must give the Manager at least three days prior written notice of any move of furniture, appliances, or other large or heavy objects to or from the property.
- N-2. Times. Moves must be performed between 9:00 a.m. and 4:00 p.m. on business days. It is the owner's duty to notify his movers about this Rule.

- N-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. Such deposit will be refunded within ten days after the move if the move did not damage any common elements.

## O. LEASES

- O-1. Term and Conditions of Lease. Except for those units owned and leased by Declarant, an entire unit (but not less than an entire unit) may be leased for private residential purposes only, and may not be leased for a term of less than six months. A unit may not be leased for hotel or transient purposes.
- O-2. Written Leases. Each lease of a unit must be in writing, fully executed and in a form substantially similar to the recognized TAA lease form. At least ten days before the start of each lease term, the owner will provide the Association with: (a) a copy of the lease and (b) information about the tenant(s) in a form acceptable to the Association. The Management Office shall order criminal background searches on all prospective tenants, at the sole cost and expense of such owner, and shall reserve the right to refuse possession to any prospective tenant convicted of a felony offense. As soon as practical after its receipt thereof, the owner must notify the Association of any changes in tenant information during the lease term.
- O-3. Subject to Documents. The mere execution of the lease for a condominium 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 its tenant, owner shall not be relieved of any obligation under the Governing Documents and shall remain primarily liable thereunder. The owner is responsible for providing his tenant with the Governing Documents and notifying the tenant of any changes. The Association may send notices of violations by a tenant to both the tenant and to the owner of the condominium 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.
- O-4. Landlord Owners. Owners of tenant-occupied condominium 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.
- O-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 any repairs to a condominium unit by the tenant or owner must have the prior written consent of the Association so that no warranties on any component of the condominium are voided. Nonetheless, the Association shall not be responsible for the management or repair of any unit.

## P. MISCELLANEOUS

- P-1. Right to Hearing. An owner may request in writing a hearing by the board regarding an alleged breach of these Rules by the owner or any person for whom the owner is responsible. The board will schedule a hearing within 30 days after receiving the



owner's written request. At the hearing, the board 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.

- P-2. Mailing Address. An owner who receives mail at an address other than the address of his unit is responsible for maintaining with the Association his current mailing address. An owner who changes his 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 Unit is deemed effective for purposes of delivery.
- P-3. No Waiver. The failure of the Association to enforce a provision of these Rules does not constitute a waiver of the right of the Association to enforce such provision in the future.
- P-4. Severability. If any term or provision of these Rules 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 Rules.
- P-5. Amendment of Regulations. These Regulations are subject to being revised, replaced, amended or supplemented by the board. 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 rules currently in effect on any matter of interest. These Rules will remain effective until ten days after the Association delivers to an owner of each unit notice of amendment to or revocation of these Rules. The notice may be published and distributed in an Association newsletter or other community-wide publication.
- P-6. Other Rights. These Rules are in addition to all rights of the Association under the other Governing Documents and the laws of the State of Texas.
- P-7. Effective Date. These Rules are the Initial Rules of SoCo Urban Loft Condominiums Association, Inc., and shall become effective the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**CERTIFICATE**

I HEREBY CERTIFY that the foregoing is a true, complete, and correct copy of the Initial Rules of SoCo Urban Loft Condominiums Association, Inc., a Texas nonprofit corporation and condominium association, as adopted by the initial Board of Directors at its organization meeting on the 29th day of July, 2005.

IN WITNESS WHEREOF, I hereunto set my hand this the 29th day of July, 2005.

**SoCo Urban Loft Condominiums  
Association, Inc., a Texas nonprofit  
corporation**

By: *Stephen H. Kanoff*  
Stephen H. Kanoff, Secretary of the Association

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF DALLAS    §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, by Stephen H. Kanoff, Secretary of **SOCO URBAN LOFT CONDOMINIUMS ASSOCIATION, INC.**, a Texas nonprofit corporation, on behalf of said corporation.

*Stacey Francis*  
Notary Public - State of Texas

My Commission Expires:

\_\_\_\_\_

