

**SAN ANTONIO CHARTWELL
HOMEOWNERS ASSOCIATION INC.
RULES
(Revised 8/1/24)**

POLICIES IN GENERAL. The San Antonio Chartwell Home Owners Association Inc. (the "Association") has adopted the following rules and regulations (the "Rules") to help maintain the value of, maximize the quiet enjoyment of, and protect the aesthetics of the Chartwell Condominium complex ("Chartwell" or the "Property"). **These Rules apply to all unit Owners ("Owners"), tenants of Owners, and the families, guests, Invitees, visitors, contractors, and agents of unit Owners and tenants ("Invitees").** These Rules will automatically be a part of each lease of a dwelling in Chartwell (even if they are not attached to a lease), and **each Owner is responsible for making sure that his/her/its tenants have a copy of the Rules and follows them.** To enhance property values and to maintain a safe, peaceful, comfortable, considerate, and orderly quality of life at Chartwell, Owners are required to follow and are responsible to require that their tenant, and Invitees also follow the Rules. These Rules may be amended from time to time by the Association's Board of Directors (the "Board"). These Rules are intended to reiterate, clarify, augment, and amplify the covenants, conditions, and restrictions set out in the Declaration of the Association (the "Declaration"). If any conflict or contradiction exists between the Rules and the Declaration, the Declaration shall be the prevailing and governing document.

LAWS AND ORDINANCES. Owners and tenants and their Invitees, shall comply with all laws of the United States of America, all laws of the State of Texas, and all ordinances of the City of San Antonio, as well as these Rules.

COMMUNICATIONS. Any and all repair and maintenance requests, complaints, or reports of safety concerns, common area condition issues, or Rules violations should be reported to the Association's management company ("the Manager"), which at the time of the issuance of these Rules is:

Kyse & Associates Management Co., Inc.
11120 Wurzbach, Suite 205
San Antonio, Texas 78230
Phone: (210) 344-2222; Fax: (210) 692-1470
Email: rkyse@kysemc.com

The Board may change the Manager from time to time. If and when it does, they will notify the Owners in writing of such change and when it becomes effective.

REPAIRS & MAINTENANCE INSIDE UNITS. Owners of the condominium units at Chartwell own everything contained in their unit including all interior walls, wall and ceiling surface material (tape, texture, and paint), floor coverings, light and electrical fixtures, electrical outlets and switches, electrical lines and conduits, smoke detectors, plumbing lines that exclusively serve the Owner's condominium units, plumbing, fixtures (faucets, shower heads, and toilets), doors, door handles and hinges, cabinets, air conditioning and heating equipment, ducts, water heaters, vent-a-hoods, appliances, tile and other wall coverings, blinds, drapes, windows and doors (including exterior doors, door casings, and thresholds). Accordingly, the Association has no responsibility for the repair, replacement, or maintenance of any such items. The repair, replacement, and maintenance of any such item is solely the responsibility of the Owner of the unit.

TENANT COMMUNICATIONS. The Association has no contractual relationship with tenants who lease units at Chartwell. Therefore, tenants should report any and all of their repair and maintenance requests, complaints, and/or reports of safety concerns, common area condition issues, or Rules violations to the tenant's landlord who in turn may elect to report such matters to the Manager.

ENFORCEMENT. If the Rules are violated by any Owner, Owner's tenant, or any Invitee of the Owner or the Owner's tenant, the Board or the Manager may levy fines (as set out in Article 33 of these Rules), may seek and obtain injunctive relief at the expense of the applicable Owner, may obtain a lien on the Owner's dwelling unit (as set out in the Declaration), may evict occupants of the dwelling unit who break Federal, State, or local laws or ordinances, or who violate these Rules, and/or may prohibit non-owners (including tenant and Invitees of Owners or tenants) from having any access to, entering upon, or use of any or all of the Common Areas of the Property. The Owner will be responsible for the costs of all corrective actions, damages, and fines resulting from violations by the Owner, any member of the Owner's family, an Owner's tenant or any Invitee of the Owner or the Owner's tenant.

SPECIFIC RULES AND REGULATIONS.

1. ***Security, safety, and lighting:*** Neither the Association nor the Manager provide or warrant security anywhere at the Property. Each Owner and tenant is responsible for his/her own security. It is strongly recommended that each unit should have at least the following security devices: keyed deadbolts on the front entry door; pin locks on all sliding glass doors; doorviewers on the front entry door; and a window latch on each window. Owners and tenants are also encouraged to install and maintain alarm systems in their units and on any vehicles that they park at the Property. Owners and tenants should be vigilant and take prudent safety precautions and measures at all times. Owners should promptly report any observed common area lighting problems, hazardous conditions, maintenance problem, and any other observed common area problem to the Manager.

2. ***Storage of property on or in private patios, balconies, or storage units:*** The only items that may be kept, stored, or displayed on private patios or balconies are the following: outdoor lounges and chairs; one exterior table per patio or balcony; decorative plants in hanging baskets or pots; and in the case of private patios but not balconies, one barbecue grill. Unless otherwise approved in writing by the Board or the Manager, any chairs and tables on balconies or patios that are visible from the Common Areas should only be the type made from dark green or tan resin or dark green, tan, brown, or black metal or wood. **Due to the fire hazard and the City of San Antonio Fire Code, barbecue grills are not allowed on balconies at all and are not allowed within ten feet (10') of the building on ground floor private patios.** Nothing may be hung on the railings or fences or from the soffits above the Owner's patio or balcony without the prior approval of the Board or the Manager. Items stored on the patios must not be in disrepair. All other personal property must be kept inside the dwelling or inside the Owner's storage unit adjacent to his/her patio, balcony, or carport; including towels, bathing suits, mops, brooms, barbecue briquettes, fuel, wood, tools, carpeting, boxes, plastic bags, beverages, furniture, pet feeding bowls, automobile equipment, bicycles, tricycles, wagons, toys, exercise equipment, and the like. The storage units at Chartwell were not built to be weather tight. Therefore they may leak. Owners should cover items they place in their storage units that could be damaged by water in leak-free containers or cover such items with plastic sheeting. The Association is not responsible to make storage units leak-free. Neither is the Association responsible to secure an Owner's storage unit.

Owners should place their own padlocks or lockable door handles on their storage units. Any in-ground planting areas or container plants in patio areas or on balconies must be kept well-maintained, weed-free, and properly pruned at the expense of the Owner of the attached unit. If an Owner fails to prune or remove an overgrown bush or tree in the Owner's patio after being given notice by the Association to do so, the Association may prune or remove such bush or tree and charge the Owner for the Association's cost to do so plus 20%. Dead plants or dead portions of plants should be promptly removed by the Owner from patios and porches and the Owner should not allow ivy to grow on patio enclosure or building walls. Owners are responsible to promptly pick up any and all fruit, leaves, flowers, branches or other debris that fall from trees or bushes in their patios into the general Common Areas. Also, Owners will be solely liable for any injury or damage caused by or resulting from such items falling into the general Common Areas. If an Owner fails to do what he/she is responsible to do regarding plants, furnishings, and décor on or around the Owner's patio or balcony after being notified in writing of such failure, the Association may do so and charge the responsible Owner for the cost of such corrective action plus 20%. Owners may not plug in or otherwise connect electricity consuming devices or appliances (such as refrigerators, freezers, ice-makers, air conditioners, de-humidifiers, or other electrical items) to the common area electrical service, including the electrical service in the Owner's storage unit. All property stored or connected in violation of this Rule may be removed, disposed of, and any damage caused thereby repaired, all at the Owner's expense, without prior notice, by any Board Member, the Manager, or others under their direction.

3. ***Storage of property in Common Areas:*** No items may be stored or placed temporarily or permanently on or in sidewalks, balcony walkways, stair landings, driveways, parking areas, or any other Common Areas (sometimes also referred to in the Rules and the Declaration as common elements). Neither food or water for animals may be left anywhere in the Common Areas (either General or Limited). Garage sales and estate sales are not allowed anywhere on the Property. The Board Members, Manager, or others directed by them may, without notice, remove and dispose of any items stored in violation of this Rule, at the responsible Owner's expense.

4. ***Property and conditions inside dwellings:*** The Association has the right and the authority to endeavor to enhance and maintain the visual attractiveness, sanitation, and safety of the Property, including the right and authority to require the removal or repair of objects or the removal or correction of conditions inside dwellings that are unsanitary, unsafe, or that are visible from the common area and that detract from the Property's appearance (e.g. foil, reflective film, non-conforming blinds or drapes, signs, and appliques on the inside of windows). Blinds and drapes must be in good repair, hung properly, and comply with Rule #11 regarding color and materials.

5. ***No drying of items outside of dwellings:*** No clothes, towels, rugs, mops, or other items may be hung anywhere outside, e.g. on patios, patio railings, walkway balconies, balcony railings, on shrubs, or from tree branches. All such items must be dried inside the dwellings or in the laundry room dryers. Items being dried outside in violation of this Rule may be removed and disposed of, without prior notice, by any Board Member, the Manager, or others under their direction.

6. ***Entry areas and walkways:*** Entry areas, walkways, steps, landings, and parking spaces shall be kept clean, neat, and free of debris, boxes, canisters, trash receptacles, or any other extraneous items by the occupants using them and those who own or rent units adjacent to them. Only doormats and plants specifically approved by the Board or the

Manager may be placed in these areas. Food and water for animals may not be left in any Common Areas (either General or Limited).

7. **Trash:** Trash, rubbish, and debris shall not be left or deposited (even temporarily and even if in containers) in or on any Common Areas, patios, or balconies. Once taken out of the dwelling unit, all such refuse must be placed inside (never beside) the dumpsters or recycling containers provided by the Association. Boxes must be broken down and flattened before they are placed in the recycling containers. Discarded furniture, mattresses, appliances, electronic equipment (such as computers and microwaves), hazardous materials, and building materials (including floor coverings, sheetrock, studs, cabinets, plumbing fixtures, etc.) must be hauled off of the Property by the discarding Owner or tenant. Such items may not be discarded in or adjacent to Property dumpsters.

8. **Hazardous Materials:** Hazardous and highly flammable material (e.g. gasoline, kerosene, propane, and oil) shall not be stored in the dwelling units or the storage units, and shall not be disposed of in Property dumpsters. Paint, batteries, pesticides, and fluorescent tubes and bulbs should not be discarded in the dumpsters or recycling containers but should instead be taken by the discarding resident to a City of San Antonio toxic waste facility or a retailer that accepts such items.

9. **Animals:** No animals are allowed on the Property except that Owners or their tenants may have one (1) dog per unit that weighs 30 pounds or less or one (1) cat per unit and one (1) bird and one (1) aquarium of fish of not more than six (6) cubic feet of capacity. Pit Bull Terriers, Rottweilers, Doberman Pinschers, Mastiffs, Chow Chows, Akitas, Bulldogs, or other such dog breeds (known to sometimes be aggressive and violent) are specifically not allowed. Also snakes, lizards, pet spiders, rabbits, pigs, and rodents are specifically not allowed. No pet may be kept that makes an amount of noise or creates an odor that is disturbing to other residents of the Property or in any way becomes a nuisance in the judgment of the Board of Directors. No animal shall be allowed to run loose in the Common Areas. Feeding animals (either domestic or stray) in the Common Areas (both General and Limited) is prohibited at all times. Permitted animals must always be kept on a leash or in a transport cage whenever they are anywhere at the Property outside of the dwelling unit. Leashes may not be tied to objects outside the dwelling unit and must be held by a person who can control the animal at all times. Dogs may not be left unattended in patios unless they are wearing a working bark prevention collar. Dogs may not be left on balconies unattended at any time. The owner of a permitted animal has the responsibility to immediately and completely clean up after their pet if and when the animal defecates while being walked in the Common Areas or when on or in outside balconies, patios, or enclosed courtyards. If an animal or Owner is in violation of these restrictions, any Board member, the Manager, or others under their direction may remove the animal or have it removed from the Property and have it placed with the local Humane Society or other animal control facility. Used cat litter must be disposed of only in a Property dumpster or other trash receptacle designated by the Board or Manager for that purpose. Owners must keep their dwellings in a sanitary condition and free from fleas, pet parasites, and noxious pet odors. The Board or Manager may require a "bark collar" to be worn by any resident's dog that barks frequently (to the point of annoyance to neighbors), or may require permanent removal of any animal that has bitten any resident or their Invitees, or when an animal continues to frequently bark or otherwise disturbs other residents or their Invitees (such as when a dog howls or whines), or when the animal's owner has violated any of the Rules and Regulations regarding animals on the Property. All dogs and cats kept at the Property by any resident must be

kept current on their vaccinations required by the City of San Antonio for dogs and cats. Owners may apply to the Board (by way of Manager) for a conditional exception to the above pet policy that limits the number of dogs or cats an Owner or tenant may have (to one of each) or that limits the size of dog an Owner or tenant may have (to 30 lbs.). The Board may appoint a committee to consider an Owner's application for an exception to the Association's pet policy. The only exceptions that will be considered will be from a limitation of one (1) dog or cat to a limitation of two (2) dogs or cats or to a limitation of one (1) dog and one (1) cat; Or from a dog weight limit of 30 lbs. to a weight limit of up to but not exceeding 40 lbs. If the Board approves an Owner's application for an exception to the Association's pet policy the Owner will pay a pet assessment of \$20.00 per month for the pet policy exception granted. Failure to pay such pet assessment in any month will automatically revoke the pet policy exception and the Owner will be assessed an initial fine of \$60.00. If the Owner continues to violate the pet policy thereafter the Board or Manager can assess additional and increasing fines as provided in Article 33 of these Rules. If the Board or Manager receives complaints from adjacent Owners about disturbing noises (such as barking or whining) or nuisances (such as defecating or "spraying" in the general or limited Common Areas) caused by the dogs or cats for which conditional exceptions to the standard pet policy were made, the Board or Manager will make the subject pet's Owner aware of the complaint(s). It will then be up to the subject pet's Owner to fully eliminate the cause of such complaint to the satisfaction of the adjacent Owner(s) who made the complaint. If the offending pet's Owner refuses or is unable to do so, then the conditional pet policy exception that was made for the subject pet will be revoked by the Board or Manager.

10. ***Liability for animals:*** The Owner will be liable for any injury or damage caused by any animal brought to or kept on the Property by the Owner, the Owner's tenant, or the Owner's or tenant's Invitees. The Owner will be liable for any damage caused to common elements by animals of the Owner or the Owner's tenants or Invitees.

11. ***Window coverings:*** Exterior windows may only be covered by white shades, blinds, or drapes (drapes may be another color as long as the backing or lining facing outside is white). No foil, reflective film, signs, stickers, appliques, or other objectionable (in the judgment of the Board) items shall be attached, affixed to, or placed in or next to any window or sliding glass door. Bars may not be installed on windows or doors without the prior written approval of the Board as to their design, color, and method of installation. Any bars installed on the windows or doors of a unit will be at the Owner's sole expense and the Owner will be solely responsible for any liability that results from having such bars on their windows or doors.

12. ***Signs:*** "For sale" or "For rent" signs, political signs, and any other signs (other than those installed by the Board or Manager) are prohibited and may not be exhibited anywhere in or on the Property, including from the interiors of the dwellings or in a vehicle. Any such signs may be removed and disposed of, without notice, by any member of the Board, the Manager, or others under their direction.

13. ***Noise:*** Owners and their tenants and Invitees shall not play radios, televisions, stereos, musical instruments, or any other noise-making devices anywhere in the Common Areas, and may not play such devices in the Owner's unit so loudly that they may be heard in adjacent units or outside the unit. Owners who prefer to play their entertainment devices at loud volumes should use headphones or ear buds to do so, so that they do not disturb their neighbors. Yelling or loud vocalization of any type (e.g.

loud talking, singing, or laughing) anywhere in the Common Areas or inside the units at levels that can be heard outside the unit or inside neighboring units, is prohibited.

14. **Odors:** Owners and their tenants, guests, Invitees, and/or contractors shall not do anything to create noxious or unpleasant odors that can be smelled in the Common Areas or in other dwelling units.

15. **Swimming Pool:** The pool may be used only by Owners, tenants of Owners, and the Invitees of Owners or their tenants. The following Rules apply to everyone in the pool area:

- a) There is no lifeguard. **ALL PERSON'S SWIM AT THEIR OWN RISK;**
- b) No child under fourteen (14) may use the pool or even be in the pool area at any time, unless accompanied by a responsible person who is over eighteen (18), who can swim, and who is authorized by the child's parent or guardian to supervise the child;
- c) Without the prior permission of the Board, no more than two (2) Invitees per unit are allowed in the pool area besides the Owner(s) or the tenant(s) who reside in the unit; Owners and tenants must accompany their Invitees for the entire time their Invitees are at the pool;
- d) No glass containers are permitted in the pool area at any time;
- e) No food may be served or eaten in the pool area at any time;
- f) No animals are permitted in the pool area at any time;
- g) No horseplay, diving, running, shouting, loud noises, or dangerous, lewd, offensive, threatening, or obnoxious conduct is allowed in the pool area at any time;
- h) No trash, rocks, cans, bottles, paper or plastic containers, food, or other such items may be thrown or otherwise placed or discarded into or around the pool;
- i) No profane, lewd, obscene, vulgar, or otherwise crude language or behavior, or garment(s) containing profane, obscene, lewd, vulgar, or otherwise crude language, symbols, or images or lewd or overly revealing garment(s) (such as a micro bikini or thong swim suit) is(are) allowed in the pool area at any time;
- j) No musical instruments, radios, TVs, stereos, or other noise-making devices are allowed in the pool area, except those being operated with personal headphones or earbuds and the sound can only be heard through the headphones or ear buds;
- k) No walkways around the pool are to be obstructed by chairs, coolers, other items, or by individuals sitting or lying down;
- l) No swimming is allowed before 7:00 a.m. or after 10:00 p.m.;
- m) No person who is ill or intoxicated may use the pool;

- n) No Invitee is allowed in the pool area unless accompanied by the Owner or tenant who invited him/her to the pool area;
- o) Safety equipment is to be used only when needed for an emergency;
- p) Adult residents and their Invitees must be diligent and vigilant in supervising and watching their children at all times that they are in the pool area;
- q) Poolyard gates may not be propped open or otherwise rendered inoperable, even temporarily **[Note: This is a very important life/safety concern since an unlocked gate could enable a small, unsupervised child to enter the pool area where he or she could jump into or fall into the pool and drown];**
- r) Those using the pool area are responsible to clean up after themselves.

Owners are responsible for paying all costs plus twenty percent (20%) for clean-up, repair, and damages caused by the Owner, the Owner's tenant or the Invitees of the Owner or tenant. The Association is not responsible for lost, stolen, or damaged articles. Owners and their tenants should report any violator of the pool Rules to the Board or Manager.

16. **Mailboxes:** The mailboxes for Chartwell are owned and maintained by the U.S. Postal Service ("USPS"). The Association is not allowed by the USPS to maintain or repair the mailboxes and the Association does not have or provide keys for the mailboxes. In accordance with the Regulations and Requirements of the USPS, the Board has the exclusive right to designate the type, size, and location of the numbers on the mailboxes for Chartwell. Owners are responsible for having the USPS install or having a locksmith install a lock for them on their mailbox and/or obtaining from the USPS or the prior Owner of their unit the key to their mailbox. For resident safety and confidentiality names on the outside of mailboxes are not allowed and may be removed by any member of the Board, the Manager, or those under their direction, without prior notice. **Publicly identifying names with a particular dwelling could increase the risk of crime for occupants of the dwelling.** Owners or their tenant should report mailbox malfunctions, break-ins, or vandalism to the USPS substation.

17. **Nuisances:** No unsafe, noxious, obnoxious, lewd, offensive, threatening, loud, disturbing, or illegal activity is permitted on the Property. No profane, obscene, vulgar, or otherwise crude language or signs, garments, or bumper stickers containing profane, obscene, vulgar, or otherwise crude language, symbols, or images is/are allowed anywhere in the Common Areas of the Property. Without the prior approval of the Board, no parties, receptions, meetings, gatherings, or other group activities shall be conducted in the Common Areas of the Property. No activities shall be conducted anywhere in, on, or around the Property that, in the judgment of the Board or the Manager, would be disturbing, annoying, irritating, offensive, threatening, frightening, and/or objectionable to other residents of ordinary sensibilities, or which might reduce the value of the Property or the quality of living at the Property. No exterior loudspeakers or flashing lights are allowed. No Owner or tenant may do anything that will: increase insurance rates or deductibles for the Property, cause the Property to be uninsurable, or cause any insurance policy covering the Property to be canceled or suspended. If an Owner or tenant does something that causes an increase in Chartwell's insurance costs the responsible Owner will be required to reimburse Chartwell for such increased cost. Solicitation, petitioning, campaigning, canvassing, politicking, proselytizing,

panhandling, spreading false or slanderous information, or making requests to borrow money, tools, food, vehicles or other items from residents of the Property or their Invitees, is prohibited. Feeding animals anywhere in the Common Areas (either General or Limited) is prohibited. Reckless, fast (above 10 mph), and dangerous driving in the driveway areas is prohibited. Activities such as soccer, kickball, dodgeball, basketball, softball, volleyball, etc., are not permitted anywhere in the Common Areas. No one, (including adults and children), is permitted to play in the parking lots. Bicycles, tricycles, scooters, skateboards, skates, etc., may not be used in the parking areas or on the sidewalks, and may not be left unattended outside at any time. Except in an emergency, running in the Common Areas is prohibited. Climbing trees is prohibited. Climbing on buildings, fences, carports, or roofs is prohibited except by qualified and duly insured repair persons retained or authorized by the Board or the Manager.

18. ***Children:*** Each Owner is responsible for the conduct of children who are residents of or Invitees to his/her/its dwelling. Children under the age of 12 years may not be left alone in a condominium unit or in the Common Areas without a responsible person over the age of 14 who is present and in charge of the child. No children's toys, bicycles, tricycles, scooters, skateboards, skates, etc., may be left at any time in the Common Areas. Residents and their Invitees should be diligent and vigilant in supervising and watching their children at all times that the children are in the Common Areas.

19. ***Satellite Dishes, Cameras, and Exterior Wiring:*** No satellite dishes, cameras, lights, exterior television or radio antennas, or exterior wiring or cabling of any type may be installed by Owners, their tenants, or their contractors anywhere on the Property outside of their unit without the prior written approval of the Board or the Manager as to when and exactly where and how such items will be installed. Any such items installed without the required prior written approval may be removed by the Association at any time without notice. The cost of doing so plus the cost of repairing any damage caused by the installation or removal of such items, plus 20%, can be charged to the Owner of the unit to which such unauthorized items are connected or who or whose tenant installed or had others install such items. If prior written approval to install such items is first obtained, Owners of units in Buildings A, B, C, D, E, F, G, and H may have small residential-style satellite dishes or antennas installed only on the red plinth blocks on the uppermost portion of the fascia board on one of the sides of the slanted roof over their unit. The Owner who has arranged to have a satellite dish installed must require the satellite dish installer to first contact the Manager to arrange a time that the Manager can have an Association representative or contractor meet the Dish installer at the Property and direct them as to where and how to install the satellite dish and to confirm that they install the dish correctly. Failure to do so will subject the Owner of the unit to a \$100.00 fine. The cost of having the Association's representative meet and direct the resident's dish installer will be charged to the unit Owner. The Association will not be responsible for any leaks that result from such installations. Owners of units in Building J may have their dish installer install small residential-style satellite dishes or antennas on the metal rack for that purpose that is situated on the roof of the J Building under the direction of the Association's representative or contractor. The route of the cabling running between the satellite dish or antenna and the interior of the Owner's unit, and the location where and the method in which such cable is brought from the exterior to the interior of the building, must be approved by the Board or Manager prior to installation.

20. **Leaks:** Each Owner and tenant is responsible for quickly repairing any plumbing leaks or condensation overflows or runoffs originating in their unit. Each Owner is responsible to maintain all plumbing, plumbing fixtures, and liquid-containing, handling, or generating devices in their dwelling or storage unit or on their patio or balcony in good condition. An Owner shall be fully liable, regardless of fault, for any damages caused to any portion of the Property by water or other leaks or condensation originating from the Owner's dwelling unit, storage unit, patio, or balcony, including those from plumbing lines, plumbing fixtures, or any other items that contain, use, or generate water or other liquids, including but not limited to: dishwashers, washing machines, refrigerators, freezers, ice makers, bathtubs, showers, commodes, sinks, air conditioners, aquariums, fountains, cans, bottles, pots, tubs, and barrels. Due to potential structural and water damage problems, waterbeds and water furniture are not allowed anywhere in a unit. An Owner will be responsible for paying for all damages and repairs to adjacent dwellings, buildings, Common Areas, or common facilities necessitated by leaks, condensation, or spills of water or other liquids emanating from his/her/its dwelling, patio, or storage unit. Each Owner's insurance policy must provide coverage for all such damage and repairs. However, if an Owner fails to have such coverage or the Owner's insurance carrier will not pay for such damages and repairs to adjacent dwellings, buildings, Common Areas, or common facilities the Owner of the unit in which the cause of such damage originated will be personally responsible to pay for all of the cost of such damages or repairs. If the Board or Manager deems it necessary (due to the absence, unwillingness, unresponsiveness, or slowness to act of an Owner from whose dwelling unit, storage unit, patio, or balcony a leak has originated or is originating), any member of the Board, the Manager, or others under their direction may enter such Owner's dwelling or storage unit and make such repairs that the Board or Manager deem appropriate to repair the leak and reasonably prevent its reoccurrence. Each Owner is also responsible for all costs to investigate and eliminate the cause of stoppages in common drain lines (i.e. drain lines that serve two or more units) if and when it is determined by a licensed plumber that the stoppage was caused by that Owner or that Owner's tenant or Invitee. The Owner of the unit in which the leak originated or from which the stoppage originated will be responsible to promptly (within thirty days of demand therefor) reimburse the Association for all of the Association's costs for such repairs, investigation, or unblocking, including a twenty percent (20%) coordination and supervision fee. In the event of a roof leak or leaks reported to the Association by an Owner, the Association will retain a contractor or repairman to fix the leak. However, since the Association is not able to obtain casualty insurance on property it does not own, the Association is not responsible for damage caused by a roof leak to any component of an Owner's unit or its contents (including, but not limited to, interior walls, doors, ceilings, floor and wall coverings, cabinets, countertops, drapes, blinds, light fixtures, appliances, furniture, televisions, sound equipment, computers, or any other components of the Owner's unit, or any other items of personal property). Owners should insure all components of their unit and all contents therein against leak damage or other casualties.

21. **Vehicle repair and maintenance:** Vehicles may not be washed, serviced, or repaired anywhere on the Property. Wrecked vehicles and vehicles that have expired license plates, expired inspection stickers, flat tires, or that are inoperable are prohibited anywhere on the Property and must be removed from the Property at the Owner's expense. Any such vehicles that have not been removed from the Property promptly after notice from the Board or Manager to remove it, or any unauthorized vehicles parked in a reserved space or restricted area or any apparently abandoned vehicle may be towed away, without further notice, by any towing service retained to do so by any member of the Board, the Manager, or others under their direction.

22. ***Parking:***

- a) Parking of vehicles, motorcycles, or bicycles on or in grass areas, dirt areas, flower beds, sidewalks or any common area is prohibited. Owners and their tenants shall park their vehicles in their assigned carports only. Their Invitees may park only in the assigned parking spaces of their host or in those areas specifically designated for guest parking by the Board or Manager or in the street in front of the Property. Owners, tenants, and their Invitees should not, at any time, park in the private parking lot of the Colonies North Professional Office building located next to the A, B, and C buildings on the Property. Such parking lot is private property and any vehicles parked there other than those belonging to the Owners, occupants, and service providers of and for that building are subject to being towed with no advance notice.
- b) No vehicles may be parked, even for brief periods, in such a manner as to block the passage or parking of other vehicles in driveways of the Property. No vehicles may be parked in front of a carport. No vehicle shall be left parked on any portion of or adjacent to the Property in such a manner as to prevent the ingress or egress of emergency or service vehicles into or from the Property.
- c) Owners or their tenants may not park more than one (1) vehicle per designated and assigned carport, or more than two (2) vehicles per dwelling, on a permanent or regular basis. No boats, trailers, RV.'s, or trucks larger than a pick-up truck (other than service, delivery, or moving trucks during the performance of the service, delivery, or move) may be parked anywhere on the Property at any time.
- d) Motorcycles, bicycles, and tricycles may not be parked in or on patios, balconies, walkways, or underneath stairwells. Bicycles must be stored inside the dwelling or in a storage unit.
- e) Handicap parking signs (if any) must be honored.
- f) Parking restriction signs and red curbs indicating no adjacent parking must be honored.

Any vehicles parked on the Property in violation of the above parking regulations may be towed away, without notice, at the expense of the Owner of the vehicle, by a towing company retained by any member of the Board, the Manager, or others under their direction.

23. ***Anti-theft vehicle alarms:*** Owners and occupants who have vehicles with anti-theft alarm systems should not allow the alarms or horns to go off and disturb other occupants of the Property for more than four (4) minutes. Any vehicle violating the four (4) minute rule will be deemed to be illegally parked and subject to immediate towing by any member of the Board, the Manager, or others under their direction under the Texas towing statutes, without prior notice to the vehicle Owner or operator. To avoid having to tow the vehicle, any member of the Board, the Manager, or those under their direction may, without prior notice or liability to the Owner or operator of the vehicle, cut or disconnect any power source to a vehicle alarm that discharges for more than four (4) minutes.

24. ***Pest Control:*** Owners and their tenants shall have the sole responsibility for pest control inside their dwelling units. The Association has no responsibility for pest control inside the dwellings. However, any member of the Board, the Manager, or those under their direction shall have the right to enter and exterminate an Owner's dwelling, at the Owner's expense, if an Owner fails to control pests inside his/her/its dwelling and, such pests are migrating to or could migrate to other dwellings in the judgment of the Board or Manager.

25. ***Criminal activity:*** No person anywhere on the Property may violate any Federal, State, or City laws, any applicable health or building codes, or any municipal ordinances. No tampering with water, lighting, timers, sprinklers, pool or restroom equipment, or other common elements is allowed. No taking of supplies is allowed. Prostitution, illegal drug use or trafficking, storage or sale of stolen goods, manufacture or storage of explosive devices or illegal weapons, vandalism, harboring fugitives or those who the Board or Manager have banned from the Property, and all forms of criminal activity or criminal trespass are prohibited anywhere on the Property.

26. ***Occupancy:*** Upon the request of the Board or Manager, Owners are required to advise the Association of the number of persons who have been, are, or will be residing in the Owner's unit for thirty (30) or more days during any six (6) month period. Occupancy of a dwelling unit and the associated use of the Common Areas by any Owner or tenant and their Invitees at any time shall be limited to two (2) persons (of any age) per original bedroom in the Owner's or tenant's unit. In other words, no more than two (2) persons may occupy a one (1) bedroom unit and no more than four (4) persons may occupy a two (2) bedroom unit. If an Owner or an Owner's tenant exceeds the occupancy limit of two (2) persons per each original bedroom contained in the Owner's unit, the Owner will be charged \$50.00 per month for each additional person occupying the Owner's unit in excess of the two (2) persons per bedroom occupancy limit. This charge will be assessed for each and every month or partial month that the additional person or persons occupy the Owner's unit. These monthly excess occupancy charges will, to some extent, compensate the Association for the additional water, sewer, and gas services the additional person or persons use each month, together with the additional common area and common facilities wear and tear and maintenance and upkeep burden resulting from the excess occupancy. Failure to pay such excess occupancy charge in any month will automatically result in the Owner of such unit being assessed a fine of \$60.00 per each excess occupant in addition to the \$50.00 excess occupant charge. If the Owner continues to exceed the occupancy limit thereafter, the Board or Manager can assess additional and increasing fines as provided in Article 33 of these Rules.

27. ***Eviction of tenants:*** The Board or the Manager may prohibit an Owner or an Owner's tenant or an Owner's or tenant's Invitee(s) from having access to or through the Common Areas or from the use of the Common Areas if such individual continues to violate any provision of the Association's Declaration or these Rules and Regulations after the Board or Manager has notified them in writing to discontinue such violation.

28. ***Common area and unapproved interior modifications:*** No Owner or tenant may alter, modify, paint, landscape, trim, or perform any construction, repair, or do "improvement" work of any kind whatsoever on any of the common elements (limited or general), or on any exterior building surfaces; or make any repairs or improvements in the Owner's or tenant's condominium unit for which the Owner or tenant expects the Association to pay; or make any structural or common (shared) utility modifications, alterations, or repairs without the prior written approval of the nature, cost, method, and

timing of the work as well as Board approval of the contractor who will be doing the work, from the Board or Manager. Owners and tenants must use contractors who are duly licensed by the City of San Antonio for any electrical, plumbing, or air conditioning or heating work done in the Owner's or tenant's unit. No exterior awning, shades, latticework, screens, bars, canopies, railings, or additional lighting may be installed without the prior written approval of the Board. If an Owner or tenant desires to do any such work, he/she/it must first submit a written description of the proposed work, with detailed specifications and professionally prepared scaled drawings depicting the same, to the Board for the Board's consideration at its next scheduled Board meeting. In order for such submission to be considered, it must be made at least ten (10) business days prior to the next scheduled Board meeting. Only a written approval from the Board will constitute an approval of such submission. If the Board does not respond in writing to such request and submission within ten (10) business days after the Board meeting at which such submission was considered, the Board's non-response will constitute a disapproval.

29. ***Interference with the Board, Manager, or Contractors:*** Owners, tenants, and their Invitees are not authorized or permitted to instruct, supervise, question, reprimand, directly criticize, distract, disturb, or in any other way interfere with contractors, workmen or others working for the Association under the direction of the Board or the Manager. Owners and tenants should not interfere with, circumvent, countermand, undermine, or work against the Board or the Manager in their efforts to carry out the Board's directives or the Manager's responsibilities. If any Owner is dissatisfied with or otherwise concerned about the activities of contractors, workmen, or others working under the direction of the Board or the Manager, they should report their concerns to the Manager. If any Owner is dissatisfied with or otherwise concerned about the activities of the Manager, they should report their concerns to the Board. Tenants should report such concerns to their Landlord who, in the discretion of the Owner, may or may not report them to the Manager or the Board.

30. ***Best Interests of the Association:*** Owners and their tenants should not do anything that would be contrary to the overall best interests of the Association. This includes anything that would or may cause the Association to be damaged, incur an expense, or expenses, (including legal fees or court costs) incur liability, or anything that would diminish the quiet enjoyment, safety, security, value, or quality of life at the Property in the Board's judgment. If in the Board's judgment, an Owner or an Owner's tenant or Invitee does something contrary to the best interest of the Association, and the Association incurs expenses, fees or costs (including legal fees, court costs, and Manager's charges for work outside of the scope of the Manager's contract) to protect, preserve, or defend the Association's interests; or if an Owner or an Owner's tenant or Invitee causes the Association to incur additional costs due to work delays or work rescheduling or corrections, additional service trips by contractors, or additional management and administrative charges, the Owner who took such contrary or disruptive action, that caused the additional costs to be incurred by the Association, or whose tenant or Invitees did so, will be required to reimburse the Association for all such expenses, fees, and costs within thirty (30) days of being invoiced for them by the Association. If unpaid the amount due will be subject to late fees and may be assessed as a lien against the responsible Owner's unit.

31. ***Smoke detectors:*** Each Owner is required to have and maintain at least one (1) ceiling mounted smoke detector per bedroom and one ceiling mounted smoke detector per each floor level of his/her/its dwelling in accordance with Texas law. In other words, a two (2) bedroom, two (2) story unit would require three (3) smoke detectors; a one (1)

bedroom two (2) story unit would require two (2) smoke detectors; and a two (2) bedroom, single story unit would require two (2) smoke detectors. Owners must keep all smoke detectors in their unit in working condition with working batteries at all times. Batteries should be replaced each year at the beginning of Daylight Savings Time. If Daylight Savings Time is discontinued, then the batteries in the Owners smoke detectors should be changed at the beginning of each new year. It is also recommended that Owners install a carbon monoxide detector with fresh batteries each year, and keep at least one (1) annually inspected all-purpose fire extinguisher on each floor of their unit.

32. ***Lease forms:*** Owners who lease their dwelling units are encouraged to use the most recent Texas Apartment Association lease form or another similar comprehensive and professionally composed lease form. Leasing of units is allowed only if: (a) the lease is in writing and is subject to the provisions of the Declaration of the Association and these Rules; (b) a copy of the then current Rules of the Association is provided to the tenant by the Owner at the beginning of the lease term; and (c) the unit is not leased for hotel or transient purposes (such as for an Airbnb) or for any period of less than six (6) months. Owners are legally and contractually responsible for the actions of their tenants and their tenant's Invitees.

33. ***Fines and damage charges:***

(a) The Board may assess fines against an Owner for violations of the Declarations or the Rules committed by an Owner, the Owner's tenant, or the Owner's or the tenant's Invitees. Each day that a violation continues after written notice of the violation to the Owner will be considered a separate violation and subject to an additional fine.

(b) The Board may charge an Owner for all costs incurred by the Association as a result of damage or destruction to the Property or common elements by the Owner, the Owner's tenant, or the Owner's or the tenant's Invitees.

(c) The Manager has the Board's authority to issue notices to those who violate the covenants, conditions, requirements, or restrictions stated in the Declaration or the Rules. Such notices will be to inform them that fines or damage assessments could be levied against them if their violations are not discontinued or corrected by a date specified in the notice. In the event that such a violation continues beyond the specified date in the notice, the Board or Manager can then fine the Owner who is in violation or whose tenant or Invitee is in violation of the Declaration or Rules stated in the notice.

(d) The procedure for assessment of fines and damage charges will be as follows:

- (1) the Board or Manager will give the Owner written notice of the assessment of the fine or damage charge;
- (2) the notice will describe the violation or damage;
- (3) the notice will state the amount of the fine or damage charge;
- (4) upon written request made within the cure-by period stated in the notice, the Owner who was given the notice will be given an opportunity to address the Board in person or by conference call for the purpose of protesting the fine or damage charge. The absence of such a request during the cure-by period stated in the notice will constitute acquiescence to the fine.

(e) Payment of the fine or damage charges is due on the sooner of thirty (30) days after the Owner has been given or sent notice of the assessment of the fine or damage charge or ten (10) days after the Board has heard the Owner's protest, if such a protest is made and the Board determines not to rescind the fine.

(f) The schedule of fines as of March 1, 2023 is as follows:

Violation	Fine (First Violation)
Damage to or unapproved alteration of the common elements of the Property.	The cost of repair plus the greater of 20% of such cost or \$60.00.
Unauthorized instruction of, complaining to, direct criticism of, interference with, questioning, distracting, delaying, or harassment of service, repair, or maintenance contractors, workers, or others retained by the Board or the Manager for the Association.	\$60.00 per occurrence.
Interference with, working against, circumventing, countermanding, or undermining the Board or Manager in the prosecution of their directives, duties, initiatives, programs, policies, and responsibilities on behalf of the Association.	The cost to correct the problem plus \$60.00 per occurrence.
Spreading demonstrably false, slanderous, misinformation about the Association, the Board, the Manager or one or more Owner; or taking actions that are contrary to the overall best interest of the Association.	The cost to correct the problem plus \$60.00 per occurrence.
Failure to have the required number of smoke detectors in good working order, in the Owner's unit.	\$60.00 per each week that the failure continues plus the Association's cost to install or repair the required smoke detector if the Association chooses to do so.
Unapproved exterior furniture or other unapproved items on patios or balconies.	\$60.00 per occurrence plus the cost to remove and discard the unapproved items.
Loud and disturbing noise or bad odors.	\$60.00 per occurrence.
Unapproved parties, receptions, meetings, or other gatherings anywhere in the Common Areas.	\$60.00 per occurrence plus \$10.00 for each non-resident attendee.
Failure to observe any of the pool Rules.	\$60.00 per occurrence.
Improperly parked vehicles.	\$60.00 per day and the cost of towing.
Repair, washing, or otherwise maintaining vehicles on the Property or keeping an inoperative vehicle at the Property.	\$60.00 per occurrence.
Conducting a "garage", "carport", or estate sale on the Property or operating a business at the Property that requires customers, clients, or patients to come to the Property.	\$60.00 per occurrence.

Rude, threatening, intimidating, lewd, offensive, loud, obnoxious, disturbing, annoying, or inappropriate behavior including (but not limited to) the use of profane, obscene, lewd, or vulgar language or wearing garments or displaying bumper stickers or signs displaying such language or images anywhere in the Common Areas.	\$60.00 per occurrence.
Placing, keeping, and/or storing unapproved, unsightly, unhealthy, unsanitary, dangerous, damaging, odor or noise-causing, leaking, or other such items or conditions in or on the Owner's unit, patio, balcony, or storage areas.	The Association's cost to remove, correct, or repair the item or condition; the cost to repair any damage caused by the installation or correction; or removal of the item or condition; and \$60.00 per occurrence.
Installing or authorizing the installation of a television or radio antenna, satellite dish, camera, or wiring or cabling on the exterior of the Owner's unit or anywhere in the Common Areas without the prior written approval of the Board or Manager or doing so in a different than approved manner or location.	The cost to remove the unapproved item plus the cost to repair any damage caused by the installation or removal of the item, plus 20% of such cost and \$60.00 per occurrence.
Entry onto, walking on, and standing anywhere on any of the roofs at the Property by an Owner or tenant or an Invitee of an Owner or tenant without the specific prior approval of the Board or Manager or doing so other than as and where specifically directed by the Board or Manager.	A fine of up to \$500.00 per occurrence (as determined by the Board) plus 20% of the cost of any repairs required to restore any.
Littering or placing trash or debris anywhere on the Property other than in approved containers, or throwing, discarding, or placing trash, rocks, cans, paper or plastic containers, food, or other such items into or around the pool.	The cost to pick-up, clean-up, and discard the trash or debris plus 20% of such cost and \$60.00 per occurrence.
Failure to immediately pick-up, clean-up after, and/or properly dispose of pet waste.	The cost to pick-up, clean-up, and/or properly dispose of the pet waste plus \$60.00 per occurrence.
Placing discarded mattresses, furnishings, discarded appliances, building materials or other unpermitted items in or by the dumpster, or placing unpermitted items in the recycling containers.	The cost to discard such items or the extra amount charged by the refuse disposal service, plus 20% of such cost and \$60.00 per occurrence.
Too many occupants per dwelling.	\$60.00 per extra occupant per day.
Having prohibited animals or allowing animals to be loose anywhere in the Common Areas including in the pool area.	\$60.00 per each day of violation.
Soliciting, panhandling, petitioning, canvassing, campaigning, proselytizing, politicking, or borrowing or attempting to borrow money or items anywhere at the Property.	\$60.00 per occurrence.

Failure to provide the Association with all current contact names, phone numbers, and/or addresses of Owner, Owner's tenant (if any), and persons to contact in the event of an emergency when the Association is not able to contact the Owner or the Owner's tenant.	\$60.00 per each such failure per month.
Turning off a common water or gas valve or electric circuits without prior authorization or turning off the water or electricity to a building for repairs without giving advanced notice to other residents of such building who will be affected by a utility shut off.	\$200.00
Putting food or water for animals in the Common Areas (either General or Limited).	\$60.00 per occurrence plus the cost to pick up and dispose of such food or water plus 20%.
Any other violation of the Rules.	\$60.00 per occurrence.

The above fine amounts will be increased by fifty percent (50%) of the original fine amount for each continued or repeated Rules violation up to a maximum fine per incident of \$135.00. For example: if the first fine for a violation of the Rules is \$60.00, the second (2nd) fine for a continued or repeat violation will be \$90.00, and the third (3rd) and subsequent fines will be \$135.00. This schedule of fines may be expanded or revised from time-to-time by the Board. Such expansions or revisions will become effective ten (10) days after the Board sends all Owners written notice thereof.

34. ***Late charges:*** The late charge for each payment of money due to the Association that is received by the Association more than ten (10) days after it was due shall be the greater of \$60.00 or ten percent (10%) of the amount due. This late charge is not interest but is an administrative charge to compensate for the additional inconvenience, time, and trouble caused the Association, the Board, and/or the Manager due to a late payment. In addition to the late charge, all past due amounts shall bear interest at the rate of 18% per annum from the time they become due until they are paid.

35. ***Returned checks:*** The charge for each check returned due to non-sufficient funds in the account will be \$60.00 plus all bank charges incurred by the Association as a result of such returned check.

36. ***Emergency access to dwelling units:*** The Board, the Manager, or others under their direction shall have the right to enter an Owner's dwelling unit for the following purposes: (a) inspection for and repair of electrical problems, plumbing problems, gas leaks, condensation pan or drain line leaks, and frozen pipes; (b) prevention of water pipe freezing (by turning on heat or dripping faucets); (c) inspection for and of smoke detectors; (d) inspection for and elimination of fire and health hazards or unsafe or unsanitary conditions; (e) inspection for and correction of reported or suspected violations of the Declaration or Rules and Regulations; (f) extermination of insects; (g) removal of unauthorized animals; and (h) any action that the Board deems necessary for the safety, protection of property rights, and quiet enjoyment of Owners and tenants. A locksmith may be used, at the Owner expense, for gaining entry for such purposes. In case of an urgent emergency an entry door or window to the dwelling unit may be forced open if in the judgment of any Board member or the Manager there is not time to wait for a locksmith. Emergency leaks may be repaired by the Association at the Owner's expense

without prior notice. With prior written notice delivered to the Owner or the Owner's tenant, utility leaks, plumbing blockages or other items of disrepair for which the Owner is responsible under the Declaration or the Rules may be repaired by the Association at the Owner's expense if the Owner fails to promptly repair them.

37. ***Delinquencies:*** There is automatically a lien on an Owner's unit for unpaid assessments, utility reimbursements, fines, and all other amounts due from the Owner to the Association, as well as attorneys' fees, court costs, and other costs and expenses associated with the collection of such items. There is also a lien for all of the Association's costs to enforce these Rules, and, if the Board deems it necessary, to foreclose such lien. **The Board may discontinue the provision of electricity and/or other utilities to the dwelling unit if utility reimbursements are more than thirty (30) days past due. If the Board does so, the delinquent Owner will be required to reimburse the Association's cost to disconnect and, after the delinquent amount is paid in full, to reconnect such utilities plus \$60.00 for the disconnection and \$60.00 for any reconnection. The Board may refer delinquencies to an attorney or collection agency to pursue any and all collection remedies and procedures provided by Texas statutes including the imposition and foreclosure of a lien against the delinquent Owner's dwelling unit. The delinquent Owner will be required to reimburse the Association for all attorneys' fees, collection agency fees, court costs, and collection costs plus \$150.00 per each delinquency that is so referred.** The right to vote on any Association business is automatically suspended for any Owner who is more than thirty (30) days delinquent in the payment of any sum he/she owes the Association. An Owner's voting rights are also automatically suspended if and as long as the Owner is in violation of any covenant, condition, or requirement of the Declaration or of any of the Rules after having been notified in writing of such violation. The Board may (so long as an Owner's payment default continues) demand and receive from any tenant occupying the Owner's unit, the rent due or that will become due from the tenant to the Owner, up to an amount sufficient to pay all delinquent sums the Owner then owes the Association. The delinquent Owner's tenant may pay all or part of the sums due to the Association by the Owner.

38. ***Name, address, and contact numbers of Owners:*** Owners shall keep the Association notified of the Owner's current mailing address, telephone numbers, and email address, and the names, addresses, telephone numbers and email addresses of persons the Association should contact in the event of an emergency involving the Owner when the Owner may not be able to contact such persons themselves (such as in the event of the Owner's injury, serious illness, or death), or an emergency involving the Owner's unit (such as fire, break-in, broken or backed up plumbing lines, etc.) when the Association is not able to contact the Owner. By providing such emergency contact information, the Owner authorizes the Association to discuss information that the Association considers to be of an important or emergency nature with the person or persons whom the Owner advises the Association to contact in the event of an emergency.

39. ***Names, addresses, and contact numbers of tenants:*** Owners who lease their dwelling units shall keep the Association notified of the current names, telephone numbers, and email address of the Owner's tenant and the names, telephone numbers and email addresses for persons the Association should contact in the event of an emergency involving the tenant.

40. ***Procedures to resolve Owners' disputes with the Association, Board Members, or Manager:*** In the event that an Owner wishes to pursue the resolution of a dispute with the Association, one or more members of the Board operating in their official capacity, and/or the Manager, in lieu of taking any action involving a third party or parties (e.g. arbitrators, mediators, attorneys, government or regulatory officials, etc.), the Owner will give the Board at least thirty (30) days written notice of the dispute and a written statement describing the Owner's position regarding the dispute. That Owner will then meet with the Board and Manager at a mutually convenient time (a time that will allow at least two Board members and the Manager to be present) for the purpose of attempting to work out a mutually acceptable resolution. If the Owner and the Board and Manager are unable to resolve the matter in such meeting (or any additional meetings that the Owner and the Board and Manager agree to have), and the Owner chooses to further pursue a resolution, the Owner will then participate in a mediation with the Board and Manager and a professional third-party mediator. If the Board, Manager, and Owner are unable to resolve the disputed matter through mediation, and the Owner chooses to further pursue a resolution, either the Owner or the Association may then initiate a binding arbitration process with a mutually acceptable professional arbitrator to resolve the matter. The Association and Manager will fully participate in such arbitration. The above-described process is the sole process available to Owners for resolution of disputes with the Association, Board members operating in their official capacity, and/or Manager. In no event may an Owner file a lawsuit against the Association (of which the Owner is a part), one or more Board members operating in their official capacity, or the Association's Manager. If an Owner attempts to do so regardless of this prohibition, the Owner will be responsible to fully reimburse the Association, Board members, and the Manager for all expenses they incur as a result of such prohibited action by the Owner. Such expenses will include legal fees, court costs, and hourly charges for the Manager's time and expenses incurred to deal with the prohibited action (which is above and beyond the scope of the duties the Manager is contracted to perform on behalf of the Association). Any Owner who takes the adversarial action of threatening or initiating litigation against the Association, one or more Board members operating in their official capacity, and/or its Manager will automatically be exempt from becoming a Director of the Association.

41. ***Meeting Decorum:*** Meetings of the Association (Board, Annual & Special) will be conducted according to the procedures set out in the Chartwell Bylaws. Owners who are in default in the payment(s) of their share of the Association's operating expenses, or other amounts they owe the Association, forfeit their right to participate in the business of the Association. Accordingly, as long as their default continues, they may not make nominations, speak at Association meetings, or vote on Association business. Additionally, Owners who have been notified by the Board or Manager that they or their tenant(s) are in violation of any of the covenants, conditions, and restrictions contained in the Declaration or Rules may not make nominations, speak at Association meetings, or vote on Association business so long as such violation continues. Owners attending any Association meeting should not speak out to make comment or ask questions until they are called upon and "given the floor" to speak by the Chairman of the meeting. Only one Owner at a time may speak during the meeting. Owners who speak out two (2) or more times without being called on to speak by the meeting Chairman will be instructed by the Chairman to leave the meeting in order to avoid further potential disruption to the meeting by such Owner. If a disruptive Owner who has been instructed to leave the meeting by the meeting Chairman refuses to leave the meeting, the Chairman may have the disruptive Owner removed from the meeting by one or more security guards at the disruptive Owner's expense, or by the San Antonio Police.