

MERIDIAN CONDOMINIUMS
Association of Co-Owner's Association, Inc.
Rules and Regulations

Adopted July 31, 2022

These, Meridian Condominium Association of Co-Owners, Inc. Rules and Regulations ("Rules and Regulations") were duly adopted and established by the Board of Directors ("Board of Directors") of Meridian Condominium Association of Co-Owner's, Inc., a Texas nonprofit corporation ("Association") effective as of the date these Rules and Regulations are recorded in the Official Public Records of Hidalgo County, Texas.

I.
Definitions

1.1 When used In these Rules and Regulations, the following terms shall mean:

"Agent"-a person, persons, business, or other entity authorized to act on another's behalf.

"Guest" or "Visitor"- a person other than an Owner or Resident who is on the premises of the Meridian

Condominiums at the invitation of an Owner or Resident.

"Invitee"- Any guest, visitor, employee, contractor or vendor of a resident.

"Lessee"- Person or persons who rents or leases from an Owner.

"Common Area"-as defined in the Declarations for Meridian Condominiums and all amendments thereto filed of record.

"Owner" - Person or persons who own(s) a Unit.

"Resident" -any individual, whether Owner or otherwise, that resides in a Unit on a full or part time basis.

"Unit"- A condominium unit under the Declarations for Meridian Condominiums and all amendments thereto filed of record

II.

2.1 Each Owner shall comply with the provisions of these Rules and Regulations, the Condominium Declarations filed of record, the Bylaws, community policies and supplemental posted regulations promulgated or amended by the Board of Directors, from time to time, (collectively, the "Governing Documents"). Each Owner shall be responsible for compliance with the Governing Documents by the occupants of their Unit and/or their respective tenants, lessees, visitors, guests, agents, employees, or contractors. These Rules and Regulations are not all inclusive of the powers and authority of the Association but is intended as a guideline for the specific areas addressed herein. These Rules and Regulations may be amended or supplemented by the Board of Directors from time to time. The violations of any article herein mentioned takes a penalty as stated in the Annex "2".

Damage to Common and Limited Common Areas

6.1 The cost to repair or replace any damage caused by an Owner or the Owners' Invitees to the Common Areas will be assessed to the Owner of the applicable Unit.

VII.

Patios. Hanging Items. Outdoor Drying

7.1 Any item such as an untethered umbrella, or lightweight items that have the capacity to become airborne by force of wind, driving rain or any other force of nature, are prohibited on any patio as are items hung or attached to patios including but not limited to banners, swimwear, towels and other laundry as well as items not defined as patio furniture. Also any object that exceeds the patio rail is not authorized.

VIII.

Meetings.

8.1 The quorum for Regular Annual Meetings and Special Meetings of Owners shall be 20% percent of Owners or 12 Owners.

IX. Displays

9.1 Installation of any displays in the Common Areas are prohibited without the written approval of the Association's Board of Directors. Religious items may be installed in conformance with Texas Property Code Section 202.018.

X.

Use of Units

10.1 Each Unit shall be used only for private residential use and may not be used for any commercial (like part time share or rentals of any kind, like Airbnb or similar, for less than a 6 month period) or business purposes. This latter restriction does not prohibit a Resident from using the Unit for personal business or professional purposes, provided that (a) such use is incidental to the Unit's residential use (such as a home office); (b) such use conforms to all applicable governmental laws, rules, regulations and ordinances; (c) there is no external evidence of such use; and (d) such use does not entail excessive visits to the Unit by the public, employees, suppliers, or clients. The use of all Units shall be in conformity with the Association's Governing Documents.

10.2 Each Owner shall keep his/her Unit in a good state of preservation and cleanliness, and shall not sweep, mop, or throw any substance from the doors, balconies or windows of that Unit. Residents shall close all exterior windows and sliding doors when necessary and/or require to avoid possible damage from storms or the elements. At all times radios, TVs, stereos or musical instruments must be played as not to disturb residents, specially between 10:00 p.m. and 8:00 a.m. Excessive noise of any kind is not permitted at any time. The Pharr police will be notified of this violation and their presence requested. No garage sales are permitted.

2.2 It is the duty and responsibility of every Owner to inform and provide notice to their Lessees and Invitees and ensure their performance and compliance with the Governing Documents of the Association and a Resident's Information Form (See Annex 1) will be delivered to the Association. Written Leases are required and must be at least six months in duration. Temporary (hotel type) stays, Air BnB or any other short term or vacation rental scheme(s) for payment are expressly not allowed in the Meridian Condominiums. Violations could result in fines that include but are not limited to turnover of any rent received.

2.3 Any consent or approval given under these Rules and Regulations by the Board of Directors may be revoked, added, amended or repealed at any time by the Board of Directors.

2.4 A Resident shall immediately upon discovery, report to the Association any leak, break, or malfunction in any portion of the Meridian Condominium property which the Association has a duty to maintain. A Resident who fails to promptly report a problem may be deemed negligent and may be liable for any additional damage caused by the delay.

III. Payment of Assessments

3.1 All assessment payments are due monthly, payable in advance on the first day of each calendar month. Assessments and any Instalments thereof not paid on or before ten (10) days after the date when due shall be subject to a late fee as may be set by the Board of Directors, from time to time.

3.2 All fines and/or fees will be assessed on the current month. Fines will be assessed immediately on the date of the violation. Payments made by owners will first be applied to fines. Any maintenance fee that is delinquent for more than sixty (60) days will be referred to the Association attorney for collection. Delinquent owners will be responsible for all legal fees and court costs

IV. Parcel Deliveries

4.1 Requested deliveries by a Resident shall be at the Resident's own risk. The Association shall be held harmless by the intended recipient and shall not have any responsibility for any lost or damaged delivery.

V. Use of Common Areas and Limited Common Areas

5.1 The pool, greens, walkways, parking and other Common Areas around the Meridian Condominiums shall not be obstructed or used for any purpose other than entry and exit to the Units, pool or parking areas. No one shall be allowed to create disturbances or distractions in the entrances, stairways, steps, patios, pool, parking areas or other Common Areas of the Meridian Condominiums.

5.2 Smoking is prohibited in the swimming pool and the gazebo areas.

10.3 Toilets, bath tubs, sinks and other water drains including air conditioning condensation drains in the Units shall not be used for any purposes other than those for which they were constructed. No waste, sweepings, rubbish, rags, paper, ashes or any other article shall be placed or discarded into the same. Any damage resulting from misuse or negligence in the maintenance of any such apparatus shall be paid for by the Owner in whose Unit the damage occurred.

10.4 All Residents shall exercise reasonable care to not waste water. Running water shall not be left unattended and permitted to run in excess of the needed amount for the intended purpose.

10.5 No shades, awnings, reflective window film, window guards, foil paper, ventilators, fans or air conditioning devices shall be installed or used in the Meridian Condominiums except as approved in writing by the Board of Directors. If the Resident fails to keep an approved device in good order, repair, and appearance, the Board of Directors may remove such device, charging the cost of removal to the Owner. No interior window treatments shall be permitted if the Board of Directors determines that such treatments cause an unsightly detraction from the exterior appearance of the Meridian Condominiums.

10.6 Owners and Residents shall not do any act or place any object in their Units that would create a structural hazard or endanger the structure of the other units.

10.7 Except for those retail products sold for exclusive use as household cleaning products, a Resident may not store or maintain explosives or other combustible materials anywhere on the Meridian Condominium property, including within a Unit.

10.8 No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the outside of a Unit (or on the inside, to the extent visible from any other Unit, the Common Areas or the exterior of the building) or on any Common Area whatsoever, without the prior written consent of the Board of Directors.

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

XI. Recreational Areas

11.1 The recreational facilities, i.e. swimming pool and Jacuzzi, and Common Areas in which they are located may be used only by the Residents and their Invitees. The Residents and Invitees must abide by the rules set forth for these areas. **WARNING: NO LIFEGUARD ON DUTY. SWIM AT YOUR OWN RISK. IN THE EVENT OF AN EMERGENCY, CONTACT 911 IMMEDIATELY.**

11.2 Only individuals that are proficient at swimming without any floatation device are permitted without being supervised by a person 18 years or older, with proper swim attire and must remain with the child or children at all times. While the decision of whether the supervisory person is qualified is left to the Owner and Invitees, any Officer of the Board of Directors has complete discretion and authority to order a person or persons out of the pool area for safety reasons.

11.3 Persons using the swimming pool or Jacuzzi area do so at their own risk. There are no lifeguard services provided at the swimming pool or the Jacuzzi area. Residents are responsible for their own safety and the safety of their Invitees. The swimming pool may be used every day from 8:00 am to 11:00 pm. No food or beverages shall be consumed while in the pool. Owner or

its guests are responsible for the proper removal of trash. For those staying after 11:00 pm at the swimming pool, the Pharr Police will be called to have them removed from that premise.

11.4 Glasses, glass bottles or cups and similar items made of glass or ceramic shall not be permitted in the swimming pool or Jacuzzi areas. Loud noises, running, horseplay, or other nuisance or injury causing activities are not permitted in the pool area. Due to safety and health concerns, persons leaving the Swimming pool or Jacuzzi must wear footwear.

11.5 Outdoor grills may be used in the gazebo area or the private patio of the unit. It is forbidden its use in any other common area.

11.6 Any Resident that violates the restrictions of the above facilities are open for having their privileges suspended and penalties.

XII.

Garbage. Refuse

12.1 All garbage and trash from the Units shall be deposited within a sealed garbage bag and placed with care in the trash receptacles. Only bags designed to be used as garbage bags are acceptable. All pet waste must be double bagged. The trash container lid must be closed after depositing the trash or garbage in it and those deposits must not exceed the trash container. Fines are applicable in violation of what is previously described.

XIII.

Access to Units

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

XIV.

Responsibility of Owner for Actions of
Others

14.1 An Owner shall be fully responsible for the actions of any Resident, Invitee, or Pets. Any damage to property caused by said persons shall be repaired or replaced by the Owner at Owner's expense. If the damages are to Common Areas or other areas that are the responsibility of the Association, failure to make repairs or replace damaged items shall result in the Association making such repairs or replacing the items and charge the expense to the Owner's Unit. Any fines levied against a Resident, Invitee or Pets will be charged to the Owner's Unit.

XV.

Notice to Association

15.1 Any comments, complaints, violations, grievances or infractions that a Resident may have or know of concerning the Association, these Rules and Regulations or other Governing Documents must be presented to the Board of Directors in writing.

XVI.

Work Performed at Meridian Condominiums

16.1 Alteration and repair of Common Areas are the responsibility of the Association. No Owner shall do any painting or decorating of the Common Areas, or make any alterations or construct any improvements to the exterior of the Meridian Condominiums. No Resident or Invitee shall interfere in any manner with any portion of the plumbing heating, air-conditioning, or lighting apparatus, which is part of the Common Areas and not part of the Owner's Unit.

16.2 Any construction, repair, maintenance, remodeling or other work to a Unit by a Resident or contractor must be performed between 8:00 am and 5:00 pm Monday through Friday. Only emergency repairs may be performed on weekends or federal holidays unless otherwise approved in writing by the Board of Directors.

XVII.

Moving In/Moving Out

17.1 Residents shall pay for any damage to the Common Areas that result from moving in or out or replacing or adding furniture.

XVIII.

Vehicle Use

Policy

18.1 Each Resident of Meridian Condominiums with an authorized parking space or spaces is authorized to entry the Subdivision.

18.2 Vehicles must be insured and have current registration & license plates to be parked on Meridian Condominium Property. Vehicles may not be left on Meridian Condominium property in an inoperative condition, nor shall there be any significant repairs done to vehicles on the property.

18.3 Any Resident whose vehicle causes damage to another vehicle, the access gates, or any structure on Meridian Condominium property shall be liable for any and all damages.

18.4. Pedestrians have the right of way at all times on the Meridian Condominium property at all times. The speed limit on any part of the property is 15 miles per hour. Vehicles must yield to pedestrians walking throughout. Driving should be as indicated in the arrows painted on the pavement. Drivers should proceed with extreme caution when moving through the property. Always observe the rules of the road. Motorcycle riding and motorbike riding on the Common Areas is strictly prohibited except when such is being done to depart the property or to arrive at the property, but within designated parking and vehicle access areas. Exceptions to this provision are motorized wheelchairs or scooters for disabled persons and similar devices.

18.5 Skateboards, roller skates, roller blades, and scooters are permitted anywhere on the Meridian Condominium property as well as bicycle riding. A Resident shall use the designated gate when entering or exiting the property.

XIX.

Parking

19.1 Only Residents are authorized to park within the parking space(s) as determined in Annex 3. Parking in another Resident's space is not allowed without written consent from the Owner to whom the space is assigned. Invitees are allowed to park only in the parking space(s) that the Resident is entitled to park in. The Board of Directors and or their agents or owner shall have the right to remove any vehicle parked in violation of this rule at the owner's expense.

19.2 Parking in a fire lane or a Common Area not specifically designated for parking purposes is prohibited at all times. Any vehicle found in violation of this rule shall be subject to removal at the Owner's expense.

19.3 The Association shall not be responsible for accident, damage, or incident caused by a parking space Lessor or Lessee, or Owner or Resident. Only Owners are allowed to lease their respective deeded parking space(s). There is no sub-letting of parking spaces allowed on Meridian Condominiums.

XX

Pet Policy

20.1 No more than two (2) usual household pets may be kept in any Unit. The Board of Directors must approve any pet weighing more than forty (40) pounds. Pet Owners shall control their pets at all times so as not to disturb other Residents. Pets must remain inside the unit and if in the patio must be accompanied by an adult and all pets must be registered with the administrator stating the breed, weight, age and name. Specifically, dogs of the following breed are forbidden: Pit-Bull and Doberman. Unregistered pet is subject to immediate removal.

20.2 The term "pet" is defined as any animal residing in a Unit. The term "pet" does not apply to service animals (i.e. seeing-eye dogs) nor does it apply to any animal that does not come into direct contact with the Unit or the building (i.e. fish, turtles, etc. that are kept in aquariums or similar devices that remain within the Unit's boundaries). Notwithstanding, snakes, cats, primates, and other animals that are not considered domesticated animals, are not permitted. It shall be within the sole discretion of the Board of Directors to determine whether an animal qualifies as a "pet".

20.3 Pets are not allowed in the Jacuzzi or swimming pool areas. All pets must be on a leash and be accompanied by the Resident. Domestic cats may be carried by the Resident or restrained by a leash. Pet owners must curb and clean up after their pets around all property. Pet owners not cleaning up after their pets are in violation of this policy.

20.4 Pet Owners must keep all necessary pet licenses, vaccinations, permits, etc. Owners are responsible for the cost of such items. Each pet Owner shall be personally responsible for all

damage by their pets to the Common Areas or other Owners/Residents person or property. Each pet Owner shall indemnify and hold all other Owners and the Association harmless from all loss or liability arising from the presence of their pets in or about the Meridian Condominiums.

20.5 In order to prevent flea infestations, Owners who own pets shall perform or cause to be performed flea control procedures within the subject Unit at least every sixty (60) days. This service may be provided by a pest control company or by other verifiable compliance procedures.

20.6 All responsibility for pets of Visitors/Guests shall rest with the Owner of the Unit visited. In the event any of the rules regarding pets are broken, the Board of Directors may take such steps to enforce such rules as it deems necessary, including ordering the Owner to permanently remove such pet property. Should any particular pet become a problem or exceed the weight limit or incur in excessive barking after 9:00 p.m., the Board of Directors also reserves the right to enforce special terms and conditions regarding the pet and a police report will be requested.

XXI.
Contractor Policy

21.1 A "Contractor" is any individual, firm, or group of individuals engaged to perform alterations, repair, decorating or installation of materials within a Unit, or Common Area.

21.2 Owners are reminded that alteration and repair of the exterior of the balconies, and Common Areas are the responsibility of the Association. No Resident shall do any painting or decorating alterations or construct any improvements to the exterior of the Units or any of the Common Areas.

21.3 The Resident is accountable for any house rule violated by their Contractor. Contractors may work in Units Monday thru Friday from 8 a.m. to 5:00 p.m.

XXII
Fine Policy

22.1 An Owner is liable for fines levied by the Association for violations of the Governing Documents whether the Owner commits the violation or Lessees or Invitees of such Owner commit the violation. Regardless of who commits the violation, the Association will direct its communications to the Owner.

22.2 All fines imposed by the Association will contain the following items: (a) the date the violation; (b) a description of the violation and (c) the amount of the fine.

22.3 In the case of a repeated violation the fines will increase as determined by the Board of Directors from time to time.

22.4 The Association may set fine amounts as determined by the Board of Directors, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association through its Board of Directors may establish a schedule of fines for the various types of violations as set in Annex 2.

XXIII.
Harassment

23.1 Harassment of Owners, Residents, and/or their guests and/or contractors is expressly prohibited. A violation of this rule will result in a fine as determined by the Board of Directors per instance and assessed to the offending Owner's account statement at the time it occurs.

23.2 Residents involved in disputes among themselves must seek resolution through means other than the Association, meaning the Pharr Police (phone number 956-787-8546). The Association is not an arbiter of personal disputes.

XXIV.
OPENLY CARRIED HANDGUNS
PROHIBITED

24.1 "PURSUANT TO SECTION 30.07, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A HANDGUN THAT IS CARRIED OPENLY.

XXV.
Homeowners
Insurance

25.1 Owners are required to comply with applicable Federal laws, Texas State law and the Governing Documents with respect to acquisition of personal homeowners insurance ("walls in"). The cost of Homeowners Insurance (walls in) is borne by the respective Unit(s) Owner.

25.2 Meridian Condominiums insurance policies do not directly cover losses suffered inside the condominium unless it affects the either inside or outside structure.

Per the bylaws its Declaration and this Rules and Regulations, Meridian Condominiums does not participate in individual owner insured losses. Owners must carry insurance which:

- A. Covers damage to the inside (from walls in) of each unit(s).
- B. Covers losses originating in a respective Owner's unit(s) causing damage to any other units and/or Meridian Condominiums Common Areas.
- C. Covers water, fire or any other type of damage from inside of unit to other unit(s).

- D. Covers losses to property inside respective unit(s).
- E. Covers losses to the inside of respective unit(s) from any catastrophic events including, but not limited to: weather, earthquake and/or other external and/or internal threats.

Federal flood insurance is optional & purchase thereof is the decision of the individual Owner (s). Whether available and what it would cover is something each Owner should discuss with their insurance agent.

Meridian Condominiums

Annex 1

TENANT(S): Please list adult tenants responsible for the rent:

TENANT :

Full Name: _____

Cell Phone: _____

Work Phone: _____

Place of Employment: _____

E-Mail Address:

Please list names & ages of any other authorized occupants:

Please list vehicle(s) — make/model, color & tag number:

Please list authorized pet(s) to include breed, sex and age:

Mailing Address (if other than rental address — i.e. Post Office Box):

Please provide the name, address & phone number of an emergency contact of someone not living with you:

Please sign & date below confirming that the information provided is accurate.

Date:

Signature:

Name:

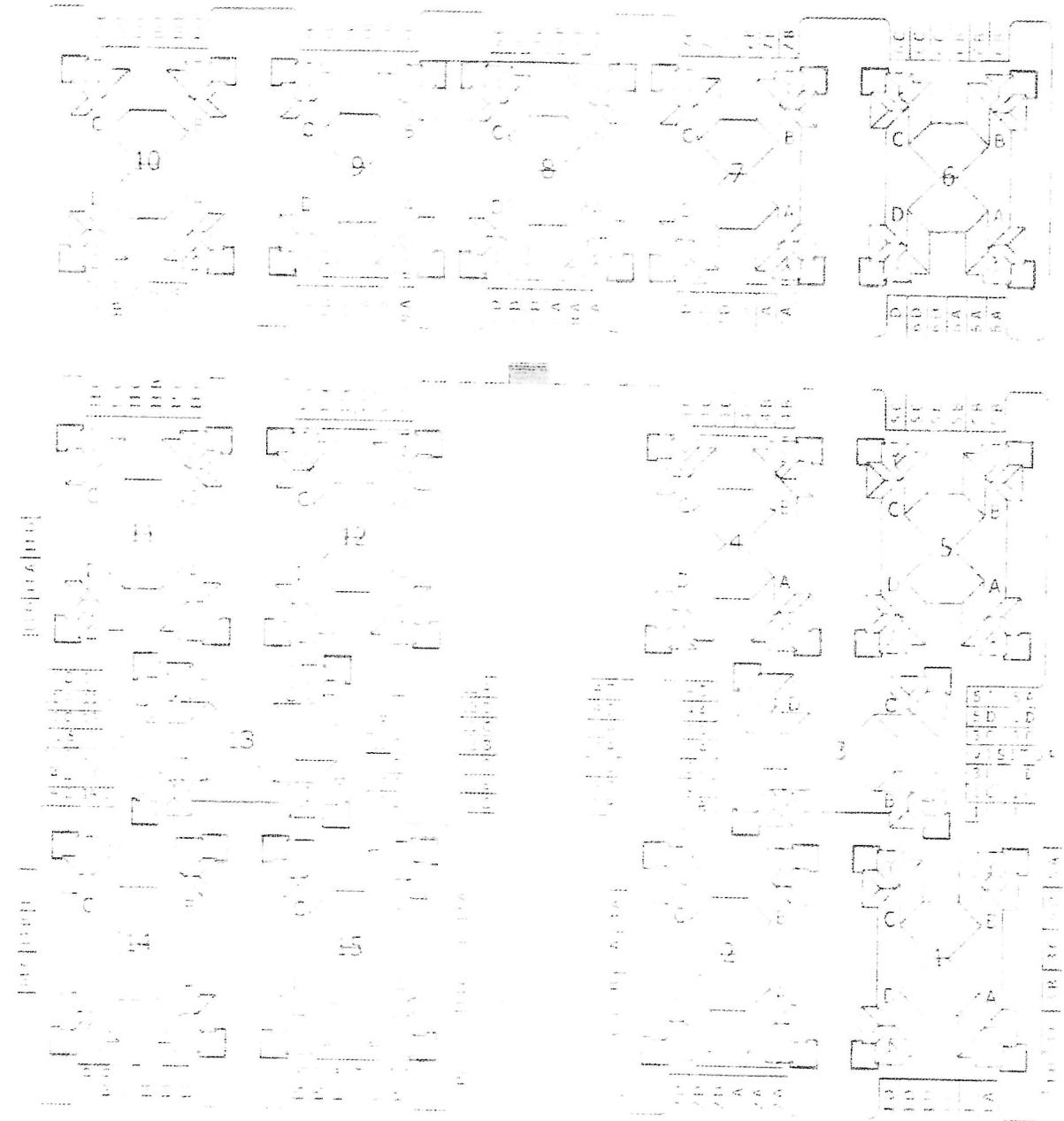
Unit Number:

Annex 2.
Meridian Condominiums of Co-Owners, Inc.
Fine Schedule for Violations to this
Rules and Regulations

Clause:	Concept:	First Offense:	Second Offense:
2.2 & 10.1	Short Term Rentals	\$400.00 per day	\$500.00 Per day
3.1	Late Fees	\$10.00	N/A
5.2	Smoking in Swimming Pool or Gazebos	\$25.00	\$50.00
7.1	Hanging items and Outdoor or Drying in Balconies	\$50.00 first time in the month	\$75.00 in subsequent days of the month
10.5	No Shades, Awnings Reflective Window Film or foil paper	\$50.00 per day after first notification	\$50.00 per day after being notified
10.8	No exterior Signs in Condominium	\$25.00 after notification	\$25.00 per day after notification
11.4	No Glass Bottles or Ceramic in Swimming Pool	\$50.00	N/A
12.1	Disposal of Garbage	\$50.00 after notification	N/A
16.1 & 16.2	Time for Repairs		
20.1 & 20.3	Pets unleashed and Pets in Swimming Pool Area	\$50.00 per incident	\$100.00 after first penalty per incident
23	Harassment	\$100.00	N/A

- All violations entail the suspension of services provided by the Association (vehicle gate entry and swimming pool entry)
- These fines will take effect on October 1, 2022.

1000 = 3



CERTIFICATE OF OFFICER.

The undersigned certifies that the foregoing Association of Rules and Regulations was duly approved and adopted by the Board of Directors of the Meridian Condominiums Association of Co-Owners, Inc., a Texas nonprofit corporation on the date above written, and that the undersigned has been authorized by the Board of Directors to execute and record this instrument. The undersigned further certifies that the foregoing Association Rules and Regulations constitutes a Dedicatory Instrument under the Texas Property Code & 202.006 which applies to the operation of the Meridian Condominiums hereinabove described.

Board of Directors:

Name

Signature

Walther Buhl



Maye de la Torre

Sergio Imaz

Signed this 31st day of July, 2022.

Meridian Condominiums of Co-Owners, Inc.

By (Signature): 

Name: Maye de la Torre

Title: Secretary of the Meridian Condominiums of Co-Owners, Inc.

(acknowledgment)

State of Texas

County of Hidalgo

This instrument was acknowledged before me on July 31st, 2022, by Maye P. de la Torre, Secretary of Meridian Condominiums of Co-Owners, Inc., a Texas Non-Profit company on behalf of said company.

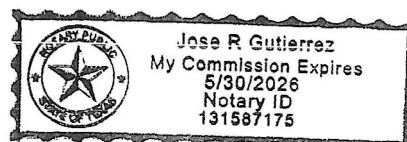

Notary Public, State of Texas

AFTER RECORDING RET. RN TO:

Maye P. de la Torre

1004 E. Covina Ave.

McAllen, TX 78503



STATEMENT OF OFFICER.

The undersigned certifies that the foregoing Association of Rules and Regulations was duly approved and adopted by the Board of Directors of the Meridian Condominiums Association of Co-Owners, Inc., a Texas nonprofit corporation on the date above written, and that the undersigned has been authorized by the Board of Directors to execute and record this instrument. The undersigned further certifies that the foregoing Association Rules and Regulations constitutes a Dedicatory Instrument under the Texas Property Code §202.006 which applies to the operation of the Meridian Condominiums hereinabove described.

Board of Directors:

Name

signature

Matthew Behr

Mireya de la Torre

Sergio Imaz

Signed this 30th day of July, 2022.

Meridian Condominiums Co-Owners, Inc.

By signature:

Name: Mireya de la Torre

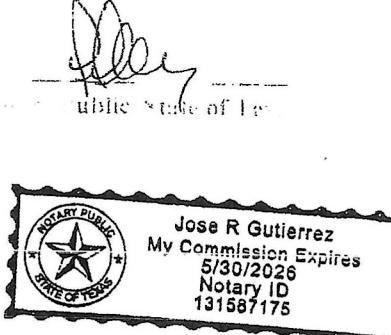
Title: Secretary of the Meridian Condominiums Co-Owners, Inc.

(acknowledgment)

Notary Public

State of Texas

This instrument was acknowledged before me on July 30th, 2022, by Mireya P. de la Torre, Secretary of Meridian Condominiums Co-Owners, Inc., a Texas Non-Profit Corporation, a sole proprietorship.



RECODER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.