



Dear Homeowner,

On July 21, 2022, City Plaza Community Association Board of Directors adopted the attached fine Policy and schedule. The fine schedule includes enforcing short-term rental, architectural, and other violations of the CC&Rs and Bylaws. This has become necessary due to the number of complaints from our HOA members for continued infractions of the HOA rules and the inability of the HOA management to achieve compliance using written and verbal warnings.

Fines will be assessed for any violation of the Rules and Regulations as determined at the sole and exclusive discretion of the Board and Management. All penalties imposed will be assessed within a reasonable period and placed on the Owner's ledger/account immediately, pending the outcome on any request for notice and opportunity to be heard before the board.

All Fines are due immediately upon imposition, pending final order from the Hearing Board. If the fine or part of any special or regular Assessment is not paid when due, it will be handled as a delinquent account under the Declarations. Additional fees will be accrued each month until all assessments, fines, late fees, interest and attorney's fees, and costs of collection (all of which are Assessments) are paid in full. Partial payments or payments shall be deemed a payment on account. In addition, a default interest rate of 10% per month on all amounts owing shall also be assessed. According to the Declaration

In addition, Enforcement Policy Resolution is a guideline for enforcement matters for the Association's Board of Directors and Management. Nothing contained herein shall be interpreted as prohibiting the Association from seeking other available legal remedies at any time during the enforcement process if the Board of Directors, in its sole discretion, finds that the nature of the CC&R violation warrants such action.

CITY PLAZA OWNERS ASSOCIATION, INC.

FINE POLICY

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, City Plaza Owners Association (the "Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Declaration of Condominium of City Plaza, recorded under Film Code No. 185069 in the Condominium Records of Harris County, Texas, as amended; and

WHEREAS, Section 82.102 of the Texas Uniform Condominium Act provides, in part, "the association, acting through its board, may...impose...if notice and an opportunity to be heard... reasonable fines for violations of the declaration, bylaws, and rules of the association"; and

WHEREAS, in accordance with the Texas Uniform Condominium Act, Declaration and Bylaws of the Association, the Board of Directors ("Board") desires to adopt a Fine Policy for the purpose of deterring violations of the Association's Governing Documents.

NOW, THEREFORE, BE IT RESOLVED THAT the Association does hereby adopt the Fine Policy listed below, which shall run with the land and be binding on all owners and Units within City Plaza.

FINE POLICY

Type of Violation	Dollar amount of fine(levied per occurrence)
Property Damage	The actual amount of costs and expenses incurred by the Association for property damage.
Code of Conduct	\$100 – 1 st violation \$200 – 2 nd violation \$2,000 – each additional violation
Noise, Quiet Hours	\$100 – 1 st violation \$200 – 2 nd violation \$1,000 – 3 rd violation
Transient Lease	\$2,000 – each violation

RP-2022-418024

RP-2022-418024

Unregistered Lease	\$100 – 1 st violation in addition to \$25 daily fine (14-day cure period) \$200 – 2 nd violation in addition to \$25 daily fine (30-day cure period) \$1,000 – 3 rd violation (+\$25 daily fine) \$2,500 – each additional violation (+\$25 daily fine)
Balcony Area Violation	\$100 – 1 st violation \$200 – 2 nd violation \$500 – 3 rd violation
Outdoor Cooking	\$100 – 1 st violation \$200 – 2 nd violation \$500 – 3 rd violation
Nonconforming Glass in Windows, Doors, and miniblinds	\$100 – 1 st violation \$200 – 2 nd violation \$500 – 3 rd violation
Satellite Dish	\$100 – 1 st violation \$200 – 2 nd violation \$500 – 3 rd violation
Trash Disposal	\$100 – 1 st violation \$200 – 2 nd violation \$500 – each additional violation
Fire & Safety Tampering	\$1,000 – 1 st violation* \$2,500 – 2 nd violation* \$5,000 – each additional violation* <i>(*in addition to amount of costs and expenses incurred by Association for repair and/or city fines)</i>
Glass Container in the pool area	\$100 – 1 st violation \$200 – 2 nd violation \$500 – 3 rd violation
Contractors	\$250 – 1 st violation \$500 – 2 nd violation \$1,000 – each additional violation, in addition to the amount of costs and expenses incurred by the Association for addressing and remedying (if applicable) violation
Vehicle violations and Parking/Towing	\$100 – 1 st violation \$200 – 2 nd violation \$1,000 – 3 rd violation \$2,500 – each additional violation
Pets	\$100 – 1 st violation \$200 – 2 nd violation \$500 – 3 rd violation

Other Violations	\$100 - 1 st violation \$200 - 2 nd violation \$500 - 3 rd violation
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*The Board reserves the right to adjust these fine amounts based on the severity and/or frequency of the violation, as well as the actual amount of costs and expenses incurred by the Association for property damage.

This Policy is effective upon recordation in the Public Records of Harris County, Texas and supersedes any prior policy that may have previously been in effect. Except as affected by this Policy, all other provisions contained in the Declaration or any other dedicatory instruments of the Association shall remain in full force and effect.

CERTIFICATION

I, the undersigned, being the President of City Plaza Owners Association, hereby certify that the foregoing Policy was adopted by at least a majority of City Plaza Owners Association's Board of Directors.

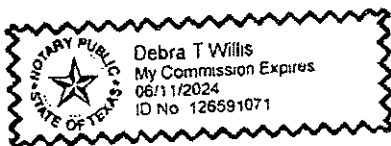
Approved and adopted by the Board of Directors on the 11th day of August 2022.

Donna Manley
Donna Manley, President of City
Plaza Owners Association

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Donna Manley, President of City Plaza Owners Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that s/he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 11 day of August 2022.



Debra T. Willis
Notary Public, State of Texas

RP-2022-418024

After Recording, Return to:

BSG | SEARS
BENNETT
& GERDES, LLP

6548 GREATWOOD PKWY.
SUGAR LAND, TX 77479

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SDG: CITY-0001

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Pages 5
08/16/2022 11:43 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$30.00

RECORDERS MEMORANDUM
This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or
use of the described real property because of color or
race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RULES

OF

CITY PLAZA OWNERS ASSOCIATION, INC.

RULES
OF
CITY PLAZA OWNERS ASSOCIATION, INC.

These Rules have been adopted by the Board of Directors of City Plaza Owners Association, Inc., a Texas nonprofit corporation and condominium association (the "**Association**"), in accordance with the provisions of Article VI.1.(h). of the By-Laws of City Plaza Owners Association, Inc. (the "**By-Laws**").

These Rules apply to the Units and Common Elements of City Plaza, a Condominium ("**City Plaza**" or the "**Condominium**"), as defined in the Declaration of Condominium of City Plaza, a Condominium (the "**Declaration**"), to be recorded in the Real Property Records of Harris County, Texas. By owning or occupying a Unit in City Plaza, each Unit Owner and Occupant agrees to abide by these Rules, as well as the obligations of Unit Owners and Occupants provided in the Declaration and By-Laws.

For the convenience of Unit Owners and Occupants of City Plaza, these Rules may restate some of the rules and covenants contained in the Declaration. Most of these Rules, however, are in addition to the restrictions found in the Declaration. Words and phrases defined in the Declaration shall have the same meaning when used in these Rules unless otherwise noted. "**Common Elements**," as used herein, shall include Limited Common Elements. In the event of a conflict between Governing Documents (as defined herein), the hierarchy of authority shall be as follows: Declaration (highest), By-Laws, and these Rules (lowest).

A. COMPLIANCE

- A-1. Compliance.* Each Unit Owner and Occupant shall comply with the provisions of these Rules, the Declaration, the By-Laws, and community policies promulgated by the Board of Directors to supplement these Rules, as any of these may be revised from time to time (collectively, the "**Governing Documents**"). Each Unit Owner, additionally, shall be responsible for compliance with the Governing Documents by the occupants or tenants of his or her Unit and his or her or their respective families, invitees, tenants, subtenants, agents, employees, or contractors (collectively, "**Occupants**"). Use of "**Unit Owner**" in these Rules shall be deemed to include and apply to all co-owners of a Unit in City Plaza, who shall be jointly and severally responsible for compliance with the Governing Documents with respect to such Unit. A Unit Owner or Occupant should contact the Board of Directors if he or she has a question about these Rules.
- A-2. Additional Rules.* Each Unit Owner and Occupant shall comply with all rules and signs posted from time to time on the Condominium by the Association, including those regulating the use of recreational facilities. Such posted rules are incorporated in these Rules by reference. Each Unit Owner and Occupant shall comply with notices

communicated by the Association, from time to time, in the nature of seasonal or temporary rules, or notice of a change affecting use of the Condominium. Such temporary rules are incorporated in these Rules by reference.

- A-3. *Waiver.* Certain circumstances may warrant waiver or variance of these Rules. A Unit Owner must make written application to the Board of Directors for such waiver or variance. An Occupant may also make such application with the written consent of the Unit Owner of such Unit. If the Board of Directors deems the waiver or variance warranted, the Board of Directors may condition its approval, which must be in writing to be effective.
- A-4. *Emergency.* Notwithstanding anything in these Rules to the contrary, the Board of Directors and the officers of the Association shall be entitled, in the event of an emergency, to take any such actions as are reasonably necessary to preserve the life, health and safety of Unit Owners, Occupants and other persons on or near the Condominium and to prevent damage or destruction of the Condominium and property located thereon.

B. OBLIGATIONS OF UNIT OWNERS AND OCCUPANTS

- B-1. *Safety.* Each Unit Owner and Occupant is solely responsible for his or her own safety and for the safety, well-being and supervision of his or her guests and any person on the Condominium to whom the Unit Owner or Occupant has a duty of care, control, or custody.
- B-2. *Damage.* Each Unit Owner is responsible for any loss or damage to his or her Unit, other Units, the personal property of other Unit Owners and Occupants or their guests, or to the Common Elements and improvements, if such loss or damage is caused by the Unit Owner or by any Occupant or other person for whom the Unit Owner is responsible.
- B-3. *Association Does Not Insure.* Each Unit Owner and Occupant is solely responsible for insuring his or her personal property in the Unit and on the Condominium, including his or her furnishings, automobile, and items kept in storage areas. Personal property placed in or on the Condominium shall be solely at the risk of the Unit Owner or Occupant who owns such personal property. The Association urges Unit Owners and Occupants to purchase insurance on their personal belongings.
- B-4. *Risk Management.* No Unit Owner or Occupant shall permit anything to be done or kept in his or her Unit or the Common Elements, which will result in the cancellation of insurance on any Unit, or any part of the Common Elements, or which may be in violation of any law.
- B-5. *Reimbursement for Enforcement.* A Unit Owner shall promptly reimburse the Association for any expenses incurred by the Association in enforcing the Governing

Documents against the Unit Owner, his or her Unit, or Occupants or other persons for whom the Unit Owner is responsible.

- B-6. *Reimbursement for Damage.* A Unit Owner shall promptly reimburse the Association for the cost of damage to the Condominium caused by the negligent or willful conduct of the Unit Owner or the Occupants or other persons for whom the Unit Owner is responsible.

C. OCCUPANCY STANDARDS

- C-1. *Numbers.* A Residential Unit may be occupied by no more than one family, unless higher occupancy is mandated by public agencies that enforce compliance with the familial status protection of the Fair Housing Act.
- C-2. *Danger.* The Association may prohibit occupancy by a person who constitutes a direct threat to the health or safety of other persons, or whose occupancy would result in substantial physical damage to the property of others, pursuant to the Fair Housing Act.
- C-3. *Occupancy Defined.* Occupancy of a Unit, for purposes of these Rules, shall mean occupancy of at least 30 continuous days or 60 noncontinuous days in any 12-month period.
- C-4. *Term of Lease.* A Unit may not be leased for hotel or transient purposes. Less than all of a Residential Unit may not be leased.
- C-5. *Written Leases.* Each lease of a Residential Unit must be in writing, and a Unit Owner shall provide the Board of Directors with a copy of each lease of that Unit Owner's Unit.

D. GENERAL USE AND MAINTENANCE OF UNIT

- D-1. *Residential Use.* Each Residential Unit must be used solely for residential use, and may not be used for commercial or business purposes except for home professional or business pursuits which are not disruptive or violate the use, enjoyment and rights of other Unit Owners and Occupants and which conform to all applicable laws and ordinances.
- D-2. *Annoyance.* No Unit may be used in any way that may reasonably be considered annoying to Unit Owners and Occupants of neighboring Units, or that may endanger the health or safety of other Unit Owners and Occupants or violate any law or any provision of the Governing Documents.
- D-3. *Maintenance.* Each Unit Owner, at his or her sole cost and expense, shall maintain his or her Unit and keep it in good repair, including the inner, finished surfaces of the Unit's perimeter walls, floors, and ceilings.

- D-4. *Patio or Balcony.* Each Unit Owner and Occupant shall keep his or her Unit and patio or balcony, if any, in a good state of cleanliness, taking care that the cleaning of his or her patio or balcony does not annoy or inconvenience other Unit Owners and Occupants. A patio or balcony may not be enclosed or used for storage purposes. No grilling is permitted on a patio or balcony.
- D-5. *Exterior Windows.* Maintenance and repair of windows along the exterior of the Buildings shall be made only by the Association, unless the Board of Directors grants permission otherwise. The cost of such maintenance or repair of exterior windows may be assessed against a Unit if due to damage caused by the Unit Owners or Occupants of such Unit or other persons for whom the Unit Owner is responsible.
- D-6. *Air Conditioning Equipment.* Each Unit Owner, at his or her sole cost and expense, shall maintain, repair, and replace the heating and cooling equipment/system serving his Unit, including periodic maintenance and replacement of filters in the air handler mechanical unit located in such Unit.
- D-7. *Combustibles.* No Unit Owner or Occupant may store or maintain, anywhere on the Condominium (including within a Unit) explosives or materials capable of spontaneous combustion.
- D-8. *Report Malfunctions.* A Unit Owner or Occupant shall immediately report to the Board of Directors his or her discovery of any leak, break, or malfunction in any portion of his or her Unit or the adjacent Common Elements for which the Association has a maintenance responsibility. The failure to report promptly a problem may be deemed negligence by the Unit Owner or Occupant, who may be liable for any additional damage caused by the delay.
- D-9. *Utilities.* Each Unit Owner and Occupant shall endeavor to conserve the use of utilities furnished through the Association, including water consumption within his or her Unit.
- D-10. *Frozen Water Pipes.* During periods of anticipated below freezing temperatures, water lines within or serving a Unit should be allowed to drip continuously, and cabinets enclosing plumbing lines should be left ajar. Failure by a Unit Owner or Occupant to monitor the local weather and take appropriate precautions shall be deemed negligence.

E. GENERAL USE & MAINTENANCE OF COMMON ELEMENTS

- E-1. *Intended Uses.* Every area and facility in the Condominium may be used only for its intended and obvious use. For example, walkways, stairways, sidewalks, elevators, and driveways are to be used exclusively for purposes of access, not for social congregation or recreation.

- E-2. Grounds.* Unless the Board of Directors designates otherwise, Unit Owners and Occupants may not use or abuse any landscaped areas, lawns, beds, and plant materials on the Common Elements.
- E-3. Abandoned items.* No item or object of any type shall be stored, placed, or maintained anywhere on the Common Elements, including window sills, passageways and courtyards, except by the Board of Directors or with the prior written consent of the Board of Directors. Items of personal property found on Common Elements are deemed abandoned and may be disposed of by the Board of Directors.
- E-4. Stored Items.* If the Association provides storage areas for use by Unit Owners and/or Occupants, each Unit Owner and Occupant agrees that the Association is not responsible for items stored there by an Unit Owner or Occupant, who shall be solely liable at all times for his or her personal property.

F. COMMUNITY ETIQUETTE

- F-1. Courtesy.* Each Unit Owner and Occupant shall endeavor to use his or her Unit and the Common Elements in a manner calculated to respect the rights and privileges of other Unit Owners and Occupants.
- F-2. Annoyance.* Each Unit Owner and Occupant shall avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other Unit Owners and Occupants or their guests, or the Association's employees and agents. The Manager shall have the right to remove any guest who is unruly or otherwise violating these Rules.
- F-3. Noise and Odors.* Each Unit Owner and Occupant shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb Unit Owners and Occupants of other Units.
- F-4. Reception Interference.* Each Unit Owner and Occupant shall avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception on the Condominium.
- F-5. No Personal Service.* The Association's employees and agents are not permitted or authorized to render personal services to Unit Owners and Occupants. Each Unit Owner and Occupant agrees that the Association is not responsible for any item or article left with or delivered to the Association's employees or agents on behalf of such Unit Owner or Occupant.
- F-6. Compliance with Law.* Unit Owners and Occupants may not use the Condominium for unlawful activities. Each Unit Owner and Occupant shall comply with applicable laws and regulations of the United States and of the State of Texas, and with ordinances, rules, and regulations of Houston, Texas. A Unit Owner or Occupant who violates this

provision shall hold the Association and other Unit Owners and Occupants harmless from all fines, penalties, costs, and prosecutions for such person's violation or noncompliance.

G. ARCHITECTURAL CONTROL

- G-1. Common Elements.* Without the prior written approval of the Board of Directors, no Unit Owner or Occupant may change, remodel, decorate, destroy, or improve the Common Elements, nor do anything to change the appearance of the Common Elements, including, without limitation, the entry door, patio, balcony, and landing or walkway appurtenant to the Unit.
- G-2. Prohibited Acts.* No person may:
- a. Post signs, notices, or advertisements on the Common Elements or in a Unit if visible from outside his or her Unit.
 - b. Place or hang an object in, on, from, or above any window, interior windowsill, patio or balcony that unreasonably detracts from the appearance of the Condominium. Notwithstanding the foregoing, a Unit Owner or Occupant may install carpeting or other floor covering on the patio or balcony floor.
 - c. Hang, shake, or otherwise display linens, clothing, towels, rugs, shoes, mops, bedding or other similar items from windows, doors, patios, balconies, or passageways.
 - d. Erect or install exterior horns, lights speakers, aerials, antennas or other transmitting or receiving equipment, or cause anything to protrude through an exterior wall or roof except antennas and satellite dishes installed in accordance with Federal Communication Commission regulations.
 - e. Place decorations on the Common Elements.
- G-3. Window Treatments.* A Unit Owner may install window treatments inside his or her Unit, at his or her sole expense, provided:
- a. Aluminum foil, reflective window treatments, sheets and blankets are expressly prohibited;
 - b. The exterior of all window treatments shall be neutral in color; and
 - c. Window treatments must be maintained in good condition.
- G-4. Board Approval.* To obtain the Board of Directors' written consent for a modification to a Unit, an Unit Owner must submit to the Board of Directors by receipted hand delivery

or certified mail, return receipt requested, complete plans and specifications showing the nature, kind, shape, size, materials, colors and location for all proposed work, and any other information reasonably requested by the Board of Directors. The Board of Directors' failure to respond to the Unit Owner's written request within 30 days after it receives the Unit Owner's request shall be construed as no objection to the proposed changes.

H. PARKING AREA RESTRICTIONS

- H-1. Permitted Vehicles.* To be permitted in the Parking Area, a vehicle must be operable. For purposes of these Rules, vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles. The following are not permitted in the Parking Area without the Board of Directors' consent: trailers, boats, recreational vehicles, buses, large commercial trucks or industrial vehicles.
- H-2. Repairs.* Washing, repairs, restoration, or maintenance of vehicles is prohibited in the Parking Area, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.
- H-3. Space Use.* All Parking Spaces in the Parking Area shall be used for parking purposes only, and may not be used for storage. No Parking Space may be enclosed or used for any purpose that prevents the parking of vehicles.
- H-4. No Obstruction.* No vehicle may be parked in a manner that interferes with ready access to any entrance to or exit from the Parking Area and Garage Spaces. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard in the Parking Area. No vehicle may be parked, even temporarily, in spaces reserved for others, in fire lanes, in any area designated as "No Parking," or in front of a Garage Space.
- H-5. Nuisances.* Each vehicle shall be muffled and shall be maintained and operated to minimize noise, odor, and oil emissions. The use of car horns in the Parking Area is discouraged. Emptying vehicle ashtrays onto the Parking Area is prohibited. Each Unit Owner and Occupant shall observe all posted speed limits and in no event shall his or her speed exceed 10 MPH in the Parking Area. Joyriding in/on any type of vehicle is prohibited.
- H-6. Violations.* Any vehicle in violation of these Rules may be towed or otherwise removed from the Parking Area by the Board of Directors, at the expense of the vehicle's Unit Owner. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for Rules violations.

I. TRASH DISPOSAL

- I-1. *General Duty.* Each Unit Owner and Occupant shall not litter Common Elements, shall endeavor to keep the Condominium clean, and shall dispose of all refuse in receptacles provided specifically by the Association for that purpose.
- I-2. *Hazards.* No Unit Owner or Occupant may store trash inside or outside his or her Unit in a manner that encourages vermin, causes odors, or may permit the spread of fire. Before discarding coals, ashes, logs, or other materials used in barbecue grills or fireplaces, each Unit Owner and Occupant shall ensure that the debris is thoroughly cold.
- I-3. *Excess Trash.* Each Unit Owner and Occupant shall place trash entirely within a dumpster, and may not place trash outside, next to, or on top of dumpster. Dumpster doors are to be closed at all times when not in use.

J. PETS

- J-1. *Permitted Pets.* Subject to these Rules, a Unit Owner or Occupant may keep house pets in his or her Unit. Permitted house pets include domesticated dogs, gentle in disposition, cats, caged birds and aquarium fish. Permitted house pets also include specially trained animals that serve as physical aids to handicapped persons, regardless of the animal's size or type.
- J-2. *Prohibited Animals.* No Unit Owner or Occupant may keep a dangerous or exotic animal, trained attack dog or any other animal deemed by the Board of Directors to be a potential threat to the well being of people or other animals.
- J-3. *Common Elements.* No pet is allowed on Common Elements unless carried or leashed. No pet may be leashed to any stationary object on the Common Elements.
- J-4. *Disturbance.* Pets shall be kept in a manner that does not disturb the peaceful enjoyment of Unit Owners and Occupants of their Units and the Common Elements. No pet shall be permitted to bark, howl, whine, screech, or make other loud noises for extended or repeated periods of time. Pets shall not be left on a patio or balcony for extended lengths of time.
- J-5. *Damage.* Each Unit Owner and Occupant is responsible for any property damage, injury, or disturbance his or her pet may cause or inflict, and shall compensate any person injured by his or her pet. Any Unit Owner or Occupant who keeps a pet on the Condominium shall be deemed to have indemnified and agreed to hold harmless the Board of Directors, the Association, and other Unit Owners and Occupants, from and against any loss, claim, or liability of any kind or character whatever resulting from any action of his or her pet or arising by reason of keeping or maintaining such pet on the Condominium.
- J-6. *Waste.* No Unit Owner or Occupant may permit his or her pet to relieve itself on the Condominium unless the Unit Owner or Occupant picks up and properly disposes of such animal waste.

- J-7. Removal.* If a Unit Owner or Occupant or his or her pet violates these Rules or the community policies pertaining to pets, or if a pet causes or creates a nuisance, odor, unreasonable disturbance, or noise, such Unit Owner or Occupant or any person having control of the animal shall be given a written notice by the Board of Directors to correct the problem. If the problem is not corrected within the time specified in the notice (not less than 10 days), the Unit Owner or Occupant, upon written notice from the Board of Directors, may be required to remove the pet. Each Unit Owner and Occupant agrees to permanently remove his or her violating pet from the Condominium within 10 days after receipt of a removal notice from the Board of Directors.

K. SWIMMING POOL AND EXERCISE ROOM

- K-1 Use.* All children sixteen years or younger must be accompanied by an adult while in the swimming pool area. Each Unit Owner and Occupant must be considerate of the other Unit Owners and Occupants in the matter of inviting guests to use the swimming pool since the Unit Owners and Occupants have first consideration as to the use of the pool. No more than two (2) guests should be invited by any Unit Owner or Occupant. Guests are not permitted unless the Unit Owner or Occupant who has invited them is with them at the pool. Each Unit Owner or Occupant shall be deemed to have indemnified and agreed to hold harmless the Board of Directors, the Association, and other Unit Owners and Occupants, from and against any loss, claim, or liability of any kind or character whatever resulting from his or her use of the swimming pool.
- K-2 Disturbance.* Profanity, horseplay, bicycle riding, skating, riding toys, scuffling or harassment of other swimmers is not permitted in the pool area. Only unbreakable containers are allowed in the pool area, and no glass is permitted. Regulation bathing suits (no cut offs) must be worn for swimming at all times.
- K-3 Health.* For the protection of each Unit Owner and Occupant, anyone with an infectious disease, sore or inflamed eyes, a cold, nasal or ear discharge, open sores, or bandages of any kind cannot use the pool. Pets are forbidden in and around the pool area.
- K-4 Exercise Room.* The exercise room is solely for the use of Unit Owners and Occupants. No children sixteen years or younger shall be permitted to use the exercise room unless accompanied by an adult. Proper work-out clothing and a towel is required. A Unit Owner or Occupant is responsible for wiping down the equipment used after use.

L. MISCELLANEOUS

- L-1. Security.* The Association may, but shall not be obligated to, maintain or support certain activities within the Condominium designed to make the Condominium less attractive to intruders than it otherwise might be. The Association, its Directors, officers, committees, members, agents and employees, shall not in any way be considered an insurer or guarantor of security within the Condominium, and shall not be held liable for any loss or

damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each Unit Owner, Occupant, guest, and invitee on the Condominium assumes all risk for loss or damage to his or her person, to his or her Unit, to the contents of his or her Unit and Garage Space, if any, and to any other of his or her property on the Condominium. The Association expressly disclaims and disavows any and all representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security systems, equipment or measures recommended, installed or undertaken within the Condominium.

- L-2. *Right to Hearing.* A Unit Owner may request in writing a hearing by the Board of Directors regarding an alleged breach of these Rules by the Unit Owner or an Occupant of the Unit Owner's Unit. An Occupant may also request a hearing with the written consent of the Unit Owner of the Occupant's Unit. The Board of Directors will schedule a hearing within 30 days of receiving the Unit Owner's or Occupant's written request. At the hearing, the Board of Directors will consider the facts and circumstances surrounding the alleged violation. The Unit Owner and, if applicable, the Occupant may attend the hearing in person, or may be represented by another person or by written communication. Any fines and assessments are specifically subject to the notice and hearing procedures in Article 9.(f)(vii) of the Declaration.
- L-3. *Mailing Address.* A Unit Owner or Occupant who receives mail at any address other than the address of his or her Unit shall be responsible for maintaining with the Association his or her current mailing address. Notifications of change of name or change of address should be clearly marked as such. All notices required to be sent to Unit Owners or Occupants by the Governing Documents shall be sent to the most recent address as shown on the records of the Association. If a Unit Owner or Occupant fails to provide a forwarding address, the address of that Unit Owner's or Occupant's Unit shall be deemed effective for purposes of delivery. Delivery may be either in person; by courier or messenger to any person at the address; by facsimile; or by United States mail. All deliveries shall be effective on receipt by the addressee or any person at the addressee's address, except that delivery by mail shall be effective three days after deposit in the mail, postage prepaid.
- L-4. *Revision.* These Rules are subject to being revised, replaced, or supplemented. Unit Owners and Unit Owner and Occupants are urged to contact the management office to verify the rules currently in effect on any matter of interest. These Rules shall remain effective until the Association delivers notice of an amendment or revocation of these Rules to a Unit Owner of each Unit.
- L-5. *Other Rights.* These Rules are in addition to and shall in no way whatsoever detract from the rights of the Association under the Declaration, By-Laws, Articles of Incorporation, and the laws of the State of Texas.
- L-6. *Effective Date.* These Rules are the initial Rules of City Plaza Owners Association, Inc. and shall become effective April __, 2002.