

**FIRST AMENDMENT TO COMMUNITY RULES**  
**OF**  
**PRINCETON PARK COMMERCIAL CONDOMINIUM ASSOCIATION, INC.**  
**(A Texas Condominium)**

The Community Rules, recorded at Document No. 2016016813, Official Public Records of Randall County, Texas, are to provide for the governance of the condominium known as Princeton Park Commercial Condominium, located at 7800 Hillside Road, Randall County, Texas 79121. The Community Rules are hereby amended as follows:

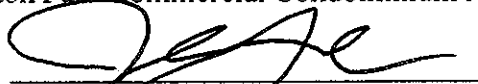
The Declaration of Condominium Regime for Princeton Park Commercial Condominium, has been amended and restated by **SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM REGIME FOR PRINCETON PARK COMMERCIAL CONDOMINIUM** recorded at Document No. 2016023019, Official Public Records of Randall County, Texas and as the same may be amended from time to time (the "**Declaration**").

**CERTIFICATE**

I HEREBY CERTIFY that the foregoing is a true, complete, and correct copy of the First Amendment to Community Rules of Princeton Park Commercial Condominium Association, Inc., a Texas nonprofit corporation and condominium association, as adopted by the initial Board of Directors effective December 21, 2016.

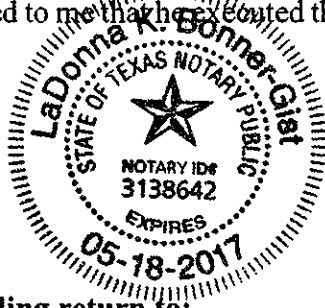
Princeton Park Commercial Condominium Association, Inc.

By:

  
Josh Langham, Vice-President

THE STATE OF TEXAS     §  
   §  
 COUNTY OF RANDALL   §

Before me, the undersigned authority, on this 21 day of December, 2016, personally appeared Josh Langham, Vice-President of Princeton Park Commercial Condominium Association, Inc. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of such corporation, and in the capacity so stated.



*LaDonna K. Bonner-Gist*  
 Notary Public in and for the State of Texas

After recording return to:  
 Glenn K. Weichert  
 The Weichert Law Firm  
 3821 Juniper Trace, Suite 106  
 Austin, Texas 78738

## FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



*Renee Calhoun*

2016023107

12/22/2016 09:35:37 AM

Fee: \$20.00

Renee Calhoun, County Clerk

Randall County, Texas

AG

Unofficial Copy

**COMMUNITY RULES OF  
PRINCETON PARK COMMERCIAL CONDOMINIUM ASSOCIATION, INC.**

(A Texas Condominium)

These Rules apply to the Units and Common Elements of the Princeton Park Commercial Condominium Regime as established by The Declaration Of Condominium Regime For Princeton Park Commercial Condominium, recorded in Document Number 2016016084, Official Public Records of Randall County, Texas (the "Condominium"). By owning or occupying a Unit in the Condominium, each owner and tenant agrees to abide by these Rules, as well as the obligations of owners and tenants provided in the Declaration and Bylaws.

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

**A. COMPLIANCE**

- A-1. **Compliance.** Each owner shall comply with the provisions of these Rules, the Declaration, the Bylaws, and community policies promulgated by the Board to supplement these Rules, as any of these may be revised from time to time (collectively, the "**governing documents**"). Each owner, additionally, shall be responsible for compliance with the governing documents by the occupants of his Unit, and his or their respective family, invitees, tenants, agents, employees, or contractors. Use of "owner" or "tenant" in these Rules shall be deemed to include and apply to the owner and to all persons for whom the owner is responsible. An owner should contact the Association manager or Board if he has a question about these Rules.
- A-2. **Additional Rules.** Each occupant and tenant shall comply with all rules and signs posted from time to time on the Condominium by Princeton Park Commercial Condominium Association, Inc. (the "Association"). Such posted rules are incorporated in these Rules by reference. Each 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. An owner must make written application to the Board for such waiver or variance. If the Board deems the waiver or variance warranted, the Board may condition its approval, which must be in writing to be effective.

## **B. OBLIGATIONS OF OWNERS AND OCCUPANTS**

- B-1. Safety. Each tenant is solely responsible for his own safety and for the safety, well-being and supervision of his guests and any person on the Condominium to whom the tenant has a duty of care, control, or custody.
- B-2. Damage. Each owner is responsible for any loss or damage to his Unit, other Units, the personal property of other tenants or their guests, or to the Common Elements and improvements, if such loss or damage is caused by the owner or by any person for whom the owner is responsible.
- B-3. Association Does Not Insure Your Unit. Each occupant is solely responsible for insuring his Unit and personal property in the Unit and on the Condominium, including his furnishings, office equipment, automobiles, and items kept in storage areas provided by the Association, if any. Personal property placed in or on the Condominium shall be solely at the risk of the occupant or the owner of such personal property. **The Association requires owners and occupants to purchase both damage and liability insurance on their Unit and to include the Association as a "loss payee" on owner's policy.**
- B-4. Risk Management. No occupant shall permit anything to be done or kept in his Unit or the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the Common Elements, or which may be in violation of any law.
- B-5. Reimbursement for Enforcement. An owner shall promptly reimburse the Association for any expenses incurred by the Association in enforcing the governing documents against the owner, his Unit, or persons for whom the owner is responsible.
- B-6. Reimbursement for Damage. An owner shall promptly reimburse the Association for the cost of damage to the Condominium caused by the negligence or willful conduct of the owner or the persons for whom the owner is responsible.

## **C. OCCUPANCY STANDARDS**

- C-1. 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.
- C-2. Written Leases. Each lease must be in writing, and must contain a provision showing that the lessee or tenant has read and will comply with all provisions of these Rules.

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

- D-1. Commercial Use. Each Unit must be used solely for commercial uses permitted by the City of Amarillo in a GR Zoning District. Office and personal service businesses are permitted office uses. Less than the entire Unit may be leased or subleased. Executive office suites or

subtenants are permitted. Notwithstanding the foregoing, no residential uses of the Units or limited common elements are permitted.

- D-2. Annoyance. No Unit may be used in any way that: (i) may reasonably be considered annoying to occupants of neighboring Units; (ii) may be calculated to reduce the desirability of the Condominium as an office community; (iii) may endanger the health or safety of other occupants; or (iv) may violate any law or any provision of the governing documents.
- D-3. Maintenance. Each owner, at his sole cost and expense, shall maintain his Unit and keep it in good repair.
- D-4. Insurance. Each owner, at his sole cost and expense, shall maintain an adequate policy of insurance on his Unit, including property and casualty insurance.
- D-5. Entry Porch. Each occupant shall keep his Unit and entry porch, if any, in a good state of cleanliness as determined by the Board.
- D-6. Glass. Each owner, at his sole cost and expense, shall promptly repair and replace any broken or cracked glass (whether exterior or interior) in the owner's Unit's windows and doors.
- D-7. Air Conditioning Equipment. Each owner, at his sole cost and expense, shall maintain, repair, and replace the heating and cooling equipment/system serving his Unit, including the associated air handlers, condensing units, duct work and vents.
- D-8. Combustibles. An occupant shall not store or maintain, anywhere on the Condominium (including within a Unit), explosives or materials capable of spontaneous combustion.
- D-9. Report Malfunctions. An occupant shall immediately report to the Board his discovery of any leak, break, or malfunction in any portion of his Unit or the adjacent Common Elements for which the Association has a maintenance responsibility. The failure to promptly report a problem may be deemed negligence by the occupant, who may be liable for any additional damage caused by the delay.
- D-10. Utilities. Each occupant shall endeavor to conserve the use of utilities furnished through the Association, including water consumption within his Unit.
- D-11. Frozen Water Pipes. Because the Condominium is constructed with water lines in exterior walls, it is the duty of every owner to protect such water lines from freezing during winter months. Between November 1, and March 1 of each year, no Unit may be left unheated. During periods of anticipated below-freezing temperatures, water lines in exterior walls should be allowed to drip continuously, and cabinets enclosing plumbing lines should be left ajar. Failure by an owner or tenant to monitor the local weather and take appropriate precautions shall be deemed negligence.

- D-12. Parking. Parking spaces closest to the buildings should be left open and available for clients and patients visiting the Condominium. If necessary, an Owner may park directly in front of the Owner's Unit, but neither Owner nor Owners employee(s) may park directly in front of another Owner's Unit.
- D-13. Compliance with Hazardous Material Laws. All owners and occupants shall comply with all laws, ordinances and regulations with respect to hazardous materials. No owner shall permit any hazardous materials to be stored or released anywhere in the Condominium.

#### **E. GENERAL USE & MAINTENANCE OF COMMON ELEMENT(S)**

- E-1. Intended Use. Every area and facility in the Condominium may be used only for its intended and obvious use. For example, walkways, sidewalks and driveways are to be used exclusively for purposes of access, not for social congregation or recreation without the express permission of the Board.
- E-2. Grounds. Unless the Board designates otherwise, occupants may not use or abuse any landscaped area, 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 general Common Elements, including window sills, passageways and courtyards, except by the Board or with the prior written consent of the Board. Items of personal property found on general Common Elements are deemed abandoned and may be disposed of by the Board.
- E-4. Stored Items. If the Association provides storage areas for use by occupants, occupant agrees that the Association is not responsible for items stored there by occupant, who shall be solely liable at all time for his personal property. Any use of the limited common elements for outside storage and/or vehicle parking shall be subject to reasonable regulation by the Condominium and all applicable municipal ordinances and shall be screened.

#### **F. COMMUNITY ETIQUETTE**

- F-1. Courtesy. Each occupant shall endeavor to use his Unit and the Common Elements in a manner calculated to respect the rights and privileges of other occupants.
- F-2. Annoyance. An occupant shall avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other occupants or their guests, or the Association's employees and agents.
- F-3. Noise and Odors. Each 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 occupants of other Units.

- F-4. Reception Interference. Each 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 occupants. Each 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 occupant.
- F-6. Compliance with Law. Occupants may not use the Condominium for unlawful activities. Occupants shall comply with applicable laws and regulations of the United States and of the State of Texas, and with ordinances, rules, and regulations of the City of Cedar Park, Texas. An occupant who violates this provision shall hold the Association and other owners and occupants harmless from all fines, penalties, costs, and prosecutions for the occupant's violation or noncompliance.

### **G. ARCHITECTURAL CONTROL**

- G-1. Common Elements. Without the Board's prior written approval, a person may not change, remodel, decorate, destroy, or improve the Common Elements, nor do anything to change the appearance of the Common Elements, including without limitation any entry door, landing or walkway appurtenant to the Unit.
- G-2. Prohibited Acts. No person may:
- a. Post signs, notices, or advertisements on the Common Elements or in a Unit if visible from outside his Unit unless approved by the Board.
  - b. Place or hang an object in, on, from, or above any window, interior window sill, balcony, or patio that, in the Board's opinion, detracts from the appearance of the Condominium.
  - c. 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 unless approved by the Board.
  - d. Place decorations on exterior walls or doors, or on the general Common Elements, except as allowed by the Association in writing.
- G-3. Window Treatments. An owner may install window treatments inside his Unit, at his sole expense, provided:
- a. Aluminum foil and reflective window treatments are expressly prohibited; and



- b. Window treatments must be maintained in good condition, and must be removed or replaced if they become stained, torn, damaged, or otherwise unsightly in the opinion of the Board.
- G-4. Signage. During development Declarant shall develop an initial signage plan. During the Development Control Period, any change to the initial signage plan must be approved in writing by Declarant. Following expiration of the Development Control Period, the initial signage plan may be modified by Board Approval as provided in Section G-5 below.
- G-5. Board Approval. To obtain the Board's written consent for a modification, an owner must submit to the Board complete plans and specifications showing the nature, kind, shape, size, materials, colors, and location for all proposed work, and any other information reasonably requested by the Board. The Board's failure to respond to the owner's written request within thirty (30) days after it receives the owner's request shall be construed as an objection to the proposed changes.

## **H. VEHICLE RESTRICTIONS**

- H-1. Permitted Vehicles. To be permitted on the Condominium, a vehicle must be operable. For purposes of these Rules, vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles. The following are not permitted on the Condominium without the Board's consent: trailers, boats, recreational vehicles, buses, large commercial trucks, industrial vehicles. The Board may, in its discretion, require designated parking stickers for all vehicles parking in the Condominium. There shall be no overnight storage or parking in General Common Areas.
- H-2. Repairs. Washing, repairs, restoration, or maintenance of vehicles is prohibited, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.
- H-3. Space Use. Because of limited offstreet parking, all parking spaces on the Condominium 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. The Association reserves the right to adopt reasonable rules for the allocation and use of all parking spaces on the Condominium.
- 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 Condominium. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on the Condominium. No vehicle may be parked, even temporarily, in spaces reserved for others, in firelanes, or in any area designated as "No Parking".
- H-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 on the Condominium is discouraged.

No vehicle may be kept on the Condominium if the Board deems it to be unsightly, inoperable, inappropriate, or otherwise violative of these Rules.

- H-6. Violations. Any vehicle in violation of these Rules may be stickered, wheel-locked, and towed or otherwise removed from the Condominium by the Board, at the expense of the vehicle's 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. 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. Occupant may not store trash inside or outside his Unit in a manner that encourages vermin, causes odors, or may permit the spread of fire.
- I-3. Excess Trash. Occupant shall place trash entirely within a dumpster, and may not place trash outside, next to or on top of a dumpster. If a dumpster is full, occupant should locate another dumpster or hold his trash. Boxes and large objects should be crushed or broken down before being placed in dumpster. Dumpster doors are to be closed at all times when not in use. Occupant shall arrange privately for removal of discarded furnishings or any unusually large volume of debris.

### **J. MISCELLANEOUS**

- J-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, 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 owner, occupant, guest, and invitee on the Condominium assumes all risk for loss or damage to his person, to his Unit, to the contents of this Unit, and to any other of his 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.
- J-2. Right to Hearing. An owner may request in writing a hearing by the Board regarding an alleged breach of these Rules by the owner or an occupant of the owner's Unit. The Board will schedule a hearing within thirty (30) days of receiving the owner's written request. At the hearing, the Board will consider the fact and circumstances surrounding the alleged violation. The owner may attend the hearing in person, or may be represented by another person or written communication.

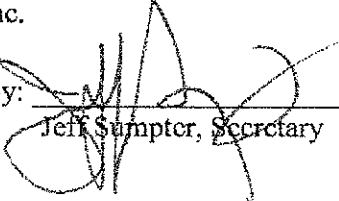
- J-3. Mailing Address. An owner who receives mail at any address other than the address of his Unit shall be responsible for maintaining with the Association his current mailing address. Notifications of change of name or change of address should be clearly marked as such. All notices required to be sent to owners by the governing documents shall be sent to an owner's most recent address as shown on the records of the Association. If an owner fails to provide a forwarding address, the address of that owner's Unit shall be deemed effective for purposes of delivery.
- J-4. Revision. These Rules are subject to being revised, replaced, or supplemented. Owners 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 ten (10) days after the Association mails notice of an amendment or revocation of these Rules to an owner of each Unit.
- J-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, Bylaws, Articles of Incorporation, and the laws of the State of Texas.
- J-6. Effective Date. These Rules are the Community Rules of Princeton Park Commercial Condominium Association, Inc., and shall become effective September 6, 2016.

(Signature on following page)

**CERTIFICATE**

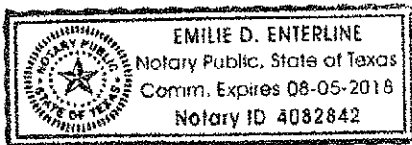
I HEREBY CERTIFY that the foregoing is a true, complete, and correct copy of the initial Rules of Princeton Park Commercial Condominium Association, Inc., as adopted by the initial Board of Directors of Princeton Park Commercial Condominium Association, Inc., a Texas non-profit corporation.

Princeton Park Commercial Condominium Association,  
Inc.

By:   
Jeff Sumpter, Secretary

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF RANDALL   §

Bcfore me, the undersigned authority, on this 12<sup>th</sup> day of September, 2016, personally appeared Jeff Sumpter, Secretary of Princeton Park Commercial Condominium Association, Inc. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of such corporation, and in the capacity so stated.



Emilie D. Enterline  
Notary Public in and for the State of Texas

10101-LKB CATCO  
After recording return to:  
Glenn K. Weichert  
The Weichert Law Firm  
3821 Juniper Trace, Suite 106  
Austin, Texas 78738

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