

**INITIAL RULES OF
ON GOLDEN POND OFFICE CONDOMINIUM ASSOCIATION**

(A Texas Condominium)

These Rules apply to the Units and Common Elements of On Golden Pond Office Condominium, a Condominium (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 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 On Golden Pond Office Condominium (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 made 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 Contents.** Each occupant is responsible for insuring the 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 owner thereof. **The Association urges owners and occupants to carry insurance on furnishings, wall and floor coverings, equipment, appliances and other personal belongings.** The Association will maintain insurance on the Units and a liability policy covering the Common Elements.
- 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 expense 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 an owner shall provide the Board with a copy of each lease of that owner's Unit. The lease must contain a provision showing that the lessee has read and will comply with all provisions of the Declaration, the Bylaws and these Rules.

D. GENERAL USE AND MAINTENANCE OF UNITS

- D-1. **Office Use.** Each Unit must be used solely for office use, and may not be used for residential, industrial, retail or manufacturing purposes. A Unit may not be leased for non-office purposes. Less that the entire Unit may be leased or subleased. Executive office suites or subtenants 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 the contents and furnishings of his Unit.
- 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. Dishwashers on exterior walls should not be used during and immediately after periods of extreme cold. Failure by an owner or tenant to monitor the local weather and take appropriate precautions shall be deemed negligence.

D-12. Parking. The Association may designate "visitor only" parking spaces by appropriate signage. No owner or occupant shall ever park in any such designated visitor spaces. Only visitors of owners and occupants shall be permitted in such designated spaces.

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 the landscaped area, lawns, beds, and plant materials on the Common Elements. The following are expressly prohibited: digging, planting, pruning, and climbing.

E-3. Abandoned Items. No item or object of any type shall be stored, placed, or maintained anywhere on the general Common Elements, including window sills, passageways and courtyards, except by the Board or with the prior written consent of the Board. Items of personal property found on general Common Elements are deemed abandoned and may be disposed of by the Board.

E-4. Stored Items. If the Association provides storage areas for use by 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.

E-5. Gates. The entrance gates, if there are any, are not a security device and will remain open during normal business hours. The gates are not expected to be closed during non-business hours as determined by the Board. The Board will determine and advise owners of entry procedures for non-business hours.

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. 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 the entry door, balcony or patio, and landing or walkway appurtenant to the Unit.
- G-2. Prohibited Acts. No person may:
- a. Post signs, notices, or advertisements on the Common Elements or in a Unit if visible from outside his Unit 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.

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. 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.

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, including any assigned spaces, shall be used for parking purposes only, and may not be used for storage. No parking space may be enclosed or used for any purpose that prevents the parking of vehicles. 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. Before discarding coals, ashes, logs, or other materials used in barbecue grills or fireplaces, occupant shall ensure that the debris is thoroughly cold.
- 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 the 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, Certificate of Formation, and the laws of the State of Texas.
- J-6. Effective Date. These Rules are the initial Rules of On Golden Pond Office Condominium Association and shall become effective August 30, 2006.

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete, and correct copy of the initial Rules for On Golden Pond Office Condominium, a Condominium, as adopted by the initial Board of Directors of On Golden Pond Office Condominium Association, a Texas nonprofit corporation.

IN WITNESS WHEREOF, I hereunto set my hand this the 31st day of ~~August~~ ^{October}, 2006.



Russ Duncan, Secretary
On Golden Pond Office
Condominium Association