

RULES AND REGULATIONS OF CREEKSIDE PROFESSIONAL PLAZA

(Applicable to All Owners, Tenants and Invitees)

Rules in General. The Association has adopted the following rules to help maximize enjoyment, maintain values, and assure the continued aesthetic beauty of our project. The rules apply to all Owners and tenants, and invitees. The rules are automatically a part of each lease (even if they are not attached), and each Owner is responsible for making sure Owner's tenants have a copy of the rules and follow them. You are encouraged to ask your neighbors to follow the rules.

Communications. Please direct any repair requests, complaints, or rule violations to:

PROPERTY PROFESSIONALS, INC.
Attn: Patricia Culwell
421 S. Seguin Avenue
New Braunfels, Texas 78130
Telephone: 830-625-8065
Fax: 830-625-3633
Email: patricia@propertynb.com

Enforcement. The rules will be strictly enforced. If the rules are violated by any tenant or invitee of the Owner's Unit, the Owner will be responsible for corrective action, damages, and fines.

1. **Security, Safety and Lighting.** Neither the Association nor the Association's management company provides or warrants security. Owners should consult management regarding statutory security device obligations as a landlord if Owner ever rents its Unit.

Owners and Tenants are requested to report Common Area lighting problems or hazardous conditions immediately to the Association's management company representative. Neither the Association or its management company checks exterior lighting on a daily basis.

2. **Speed Limits.** Vehicle travel within the Project must not exceed reasonable or prudent speed under the circumstances.

3. **Storage of Property in Common Areas.** No property may be stored temporarily or permanently on sidewalks, parking lots, or other Common Areas without the prior approval of the Board or the Manager. Management company employees and service personnel, Board members and persons designated by them may remove and throw away any property stored in violation of this rule.

4. **Property Inside Units.** The Association has the right and the responsibility to control the visual attractiveness of the Property, including the right to require removal of objects which are visible from the Common Areas and which detract from the Property's appearance. Blinds and drapes must be in good repair, hung properly, and comply with Rule 6 regarding color and materials.

5. **Trash.** Garbage or rubbish may not be left or deposited, even temporarily, on any Common Areas. All of such refuse must be placed in the dumpster provided for that purpose.

6. **Window Coverings.** All exterior windows must be covered by white, ivory or tan blinds or drapes. No foil or other material objectionable in the reasonable judgment of the Board of Directors may be placed in or next to any window or sliding glass door. Burglar bars may not be installed.

7. **Signs.** "For Sale" or "For Rent" signs and all other signs are prohibited and may not be exhibited anywhere in the Project, including from the interiors of the Units, except at a location approved by the Board. Board members and management company representatives may enter, without prior notice, and remove and throw away such signs. The policy regarding signs is subject to exceptions for the Declarant (developer) under the Declaration.

8. **Mailboxes.** The Board of Directors has the exclusive right to designate the type, size and location, and signage on mailboxes.

9. **Nuisances.** No unsafe, noxious, offensive, or illegal activity, or odor is permitted on the Project. No activity may be conducted on the Property which in the judgment of the Board of Directors might reasonably be considered as annoying to persons or ordinary sensibilities, or might be reasonably calculated to reduce the desirability of the property for business. No exterior loudspeakers or flashing lights are allowed. No person may do anything that will increase insurance rates for the Project without the prior written consent of the Board or which may cause such improvements to be uninsurable or which may cause any policy to be canceled, or suspended or materially modified by the issuing company.

10. **Antennas.** No exposed exterior television or radio antennas or satellite dishes may be installed anywhere on the Property except as approved by the Board.

11. **Parking.**

- (i) Parking of vehicles, motorcycles and bicycles in grass areas, dirt areas, flower beds or sidewalks is prohibited. No Unit Owner or tenant may park, store, operate or keep within or adjoining the Project any vehicle over 18 feet long.
- (ii) No vehicles may be parked or unattended in such a manner as to block the passage of other vehicles on the streets or in the fire lanes. No vehicle may be left parked and unattended, in the street, along the curb, or in driveway areas in such a manner as to prevent the ingress and/or egress of emergency vehicles (*i.e.*, fire, EMS) or service vehicles (*i.e.*, refuse trucks). No inoperable vehicle may be stored on the Project.
- (iii) The Declarant of the Project has reserved in the Declaration the right to designate and assign portions of the General Common Elements as parking for the exclusive use of any Owner of a Unit. Any parking spaces not specifically designated by the Declarant for the exclusive use of an Owner of a Unit will be under the exclusive control and administration of the Association at such time as the Declarant no longer owns any Unit within the Project. The Association may thereafter assign parking spaces to any Owner or may use such parking spaces in a manner determined by the Board. Any designation and assignment of General Common Elements as parking is required to be memorialized to a written "assignment of parking" executed by an authorized representative of the Declarant (or Association if Declarant no longer owns any Units within the Project) which identifies the parking space(s) and the Unit assigned thereto. The assignment must be made a part of the corporate records of the Association and may not be terminated or modified without the consent of the Declarant, or after Declarant no longer owns any Units, the Board, and the Owner of the Unit to which such spaces were assigned.

12. **Anti-Theft Alarms.** Owners and tenants who have vehicles with anti-theft systems may not allow the alarms or horns to go off and disturb other persons in the Project for more than four minutes; and any vehicle violating the four-minute rule will be deemed to be illegally parked and subject to immediate towing, without prior notice to the vehicle owner or operator, by the Association under the Texas towing statutes. The Association may, without liability to the owner or operator of the vehicle, cut or disconnect any power source to such alarm or horn to avoid having to tow the vehicle.
13. **Towing Illegally Parked Vehicles.** Vehicles parked in violation of these rules may be removed and stored without permission of the vehicle's owner or operator. Notice and removal will be in accordance with Chapter 684 of the Texas Transportation Code. A Unit Owner is liable for all costs of towing illegally parked vehicles of the Unit Owner, tenants or invitees.
14. **Pest Control.** The Association does not have responsibilities for pest control inside Units. However, the Association has the right to enter an exterminate an Owner's Unit, at the Owner's expense, if the Owner's failure to control pests inside Owner's Unit is adversely affecting other Units.
15. **Criminal Activity.** While on the Project, no person may violate any criminal laws, health codes or other applicable laws. No tampering with water, lighting, sprinklers or other common elements is allowed.
16. **Utilities and Leaks.** Each Owner is responsible for promptly fixing leaks in all plumbing lines and plumbing fixtures inside Owner's Unit. A Unit Owner will be responsible for paying for damages and repairs necessitated by water leaks from Owner's Unit to adjacent Units. If the Association deems it necessary to repair any of these items inside an Owner's Unit, the Owner must reimburse the Association for the cost of repair, plus 25% for administrative overhead.
17. **Eviction of Tenants.** Under the Declaration, the Association has the right to evict an Owner's tenant who substantially or repeatedly violates the association's Rules and Regulations.
18. **Common Area Modifications.** No Owner may construct, alter, modify, landscape, trim, or otherwise perform any work whatever upon any of the Common Elements, limited or general, without the prior written approval of the plans therefor by the Declarant or Board of Directors. No exterior awning, shades, railings, or additional lighting may be installed.
19. **Common Area Repairs.** If the Common Area is in need of repair or maintenance, you are requested to contact the Association's management company immediately and leave a message about what needs to be fixed. This is especially important if exterior lighting is malfunctioning.
20. **Leases.** Leasing of Units is allowed only if: (i) all leases are in writing and are subject to the provisions of the Declaration and Rules and Regulations, (ii) a copy of the then-current Rules and Regulations are provided to an Owner's tenant by the Owner at the beginning of the lease term, (iii) the Unit is not leased for residential, hotel or transient purposes or for less than 30 days, unless approved by the Board.
21. **Leasing of Units by Management Company.** The Association's management company may, with authority and compensation from a Unit Owner, lease, manage, and/or sell an Owner's Unit. In doing so, the management company does not represent or act for the Association. The management company is not paid by the Association to lease, manage, or sell individual Units for the Owners.
22. **Fines.** The Board may levy reasonable fines on Unit Owners for violating the Declaration or Rules. The minimum fine for each violation is \$100.00. Each day of violation may be deemed a separate violation by the Board. Fines may be assessed only if the Unit Owner is notified of the nature and

approximate date of the violation and the amount of the fine. Any Unit Owner and/or Owner's tenant who has been fined may appeal the fine and appear before the Board to ask that the fine be dropped and to explain why. In order to appeal a fine, the Owner must request such appeal in writing within 30 days of management's mailing of the fine notice to the Owner. There must be notice of the alleged infraction and fine to the Owner no later than 45 days from the alleged infraction.

23. **Late Charges.** The charge for late payment of monies to the Association will be a one-time \$50.00 charge for each Assessment or other charge to cover the administrative costs, hassle, and overhead of collection (excluding attorney's fees). After the due date, interest will accrue on unpaid sums due the Association at the rate of 18% per year compounded annually.

24. **Hot Checks.** The charge for a returned check is \$35.00 plus bank charges incurred by the Association.

25. **Board Access to Units.** The Association and managing agent have the right to enter an Owner's Unit for purposes of (1) inspection and (2) protection of property rights and quiet enjoyment of other Owners. The Association may request but not require Owners to furnish the Association with entry keys to their Units for such purposes. If the Unit is unoccupied at the time such entry is needed for such purposes, a locksmith may be used for gaining entry except in case of extreme emergency such as a fire. Emergency utility leaks may be repaired by the Association at the Owner's expense without prior notice. If the Unit is vacant and for sale or lease, the Unit Owner must furnish a key to the Unit in a sealed envelope to the Association until the Unit is sold or leased.

26. **Fees for Special Services.** Fees chargeable to Owner for special services (such as furnishing resale certificates, eligibility certificates, copies of declarations, copies of information sent to mortgagees, copies of accounting records, etc.) may be set by the Board from time to time. Until changed by the Board, the following fees and charges will apply: (i) \$100.00 for each resale certificate; (ii) 15¢ per page for black and white copies; and (iii) 25¢ per page for color copies.

27. **Change of Address.** Owners must keep the Association timely informed of their current addresses and any change of addresses.

28. **Names and Addresses of Tenants.** Owners must notify the Association of current names and addresses of tenants of their respective Units.

29. **Name and Address of New Owners.** An Owner may not sell or convey Owner's Unit without all monies due and owing to the Association being paid in full; and if such Owner does sell, convey, or transfer Owner's Unit without paying such monies, such selling Owner remains liable for all monies accruing to the Association thereafter on such until such monies are paid in full. If an Owner sells or transfers ownership of Owner's Unit and fails to notify the Association of the sale, the selling Owner continues to be liable for the Assessments accruing after the sale or transfer until such time as the selling or transferring Owner notifies the Association in writing of the name and address of the new Owner.

30. **Declaration Provisions.** Many of these policies are directly from the Declaration which apply to Owners and their tenants and invitees. Some of the policies are in addition to what is in the Declaration. All Declaration provisions apply – even if not set forth below. Except for provisions of these policies that come from the Declaration, the policies may be changed or added to by the Board.

31. **Non-Liability and Release of the Association, Officers and Directors.** AS PROVIDED IN THE DECLARATION APPLICABLE TO THE CONDOMINIUM PROJECT, THE DECLARANT, THE ASSOCIATION AND ITS OFFICERS AND DIRECTORS ARE NOT LIABLE TO UNIT OWNERS, THEIR TENANTS, AND PERSONS ON THE PROPERTY AT THEIR INVITATION OR WITH THEIR

PERMISSION, FOR PROPERTY DAMAGE, PERSONAL INJURIES OR HARM RESULTING AT ANY TIME FROM NEGLIGENT CONDUCT OF THE DECLARANT, THE ASSOCIATION'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS RELATING TO ENFORCEMENT OR NON-ENFORCEMENT OF THE ASSOCIATION'S DECLARATION OR RULES. THIS INCLUDES BUT IS NOT LIMITED TO ANY DECLARATION PROVISIONS AND RULES REGARDING VEHICLE PARKING, COMMON AREA LIGHTING OR FENCING, COMMON AREA SECURITY, HAZARDOUS MATERIALS STORAGE, ELECTRICAL LINES, GAS LINE OR SANITARY SEWER SYSTEM FAILURES, ETC. UNDER THE DECLARATION, BY ACCEPTANCE OF A DEED OR LEASE, OWNERS AND TENANTS, AS WELL AS PERSONS ON THE PROPERTY AT THEIR INVITATION OR WITH THEIR PERMISSION, ARE DEEMED TO HAVE RELEASED THE DECLARANT, THE ASSOCIATION AND ITS OFFICERS AND DIRECTORS FROM SUCH LIABILITY, TO THE EXTENT AUTHORIZED BY LAW. THE FOREGOING DOES NOT RELEASE AN OFFICER OR DIRECTOR FROM LIABILITY FOR ACTS OR OMISSIONS WHICH ARE (1) A BREACH OF THE OFFICER'S OR DIRECTOR'S DUTY OF LOYALTY AND FIDUCIARY DUTY TO THE ASSOCIATION OF ITS MEMBERS, (2) ACTS OR OMISSIONS NOT IN GOOD FAITH OR INVOLVING INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW, (3) A TRANSACTION FROM WHICH AN OFFICER OR DIRECTOR RECEIVES AN IMPROPER BENEFIT, WHETHER OR NOT THE BENEFIT RESULT FROM AN ACTION TAKEN WITHIN THE SCOPE OF THE DIRECTOR'S OFFICE, OR (4) AN ACT OR OMISSION FOR WHICH THE LIABILITY OF THE DIRECTOR IS EXPRESSLY PROVIDED BY STATUTE.

**NB CREEKSIDE PROFESSIONAL PLAZA
OWNERS' ASSOCIATION, INC.**

By: *John Seidel*
Name: *John Seidel*
Title: *PRESIDENT*

Date of Adoption: August 15, 2013

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