

**RULES AND REGULATIONS
OF
HIDDEN BRIDGE CONDOMINIUM ASSOCIATION, INC.
A Texas Nonprofit Corporation**

The rules and regulations hereinafter enumerated as to the Property, the Improvements, the General Common Elements, the Limited Common Elements, the Units, and the Condominium in general shall apply to and be binding upon all Owners except as otherwise expressly provided herein. The Board of Directors is empowered to interpret, enforce, amend, and repeal these Rules and Regulations. The Owners shall at all times obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, licensees and employees for whom they are responsible and over whom they exercise control and supervision. Each Owner shall be jointly and severally liable to the Condominium Association with its lessee, guests, families, invitees, servants, licensees and employees for any violation hereof by and/or any damage or injury caused by such Owner's, lessees, guests, families, invitees, servants, licensees and/or employees. Violation of these rules and regulations may subject the violator to any and all remedies available to the Condominium Association and other Owners pursuant to the terms of the Declaration of Condominium, the Certificate of Formation, and the Bylaws. Violations may be remedied by the Condominium Association by injunction or other legal means, and the Condominium Association shall be entitled to recover any and all court costs incurred, together with reasonable attorneys' fees against any person violating the rules and regulations, or the Declaration of Condominium and any of the Exhibits attached thereto.

Circumstances may warrant a waiver or variance of these Rules and Regulations. To obtain a waiver or variance, an Owner must make written application to the Board. The Board of Directors will consider such request and respond to the Owner in accordance with the Condominium Documents. If the application is approved, the waiver or variance must be in writing, and may be conditioned or limited. Any waivers, variances, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors.

All capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Declaration of Condominium for Hidden Bridge Condominium.

1. **Rules and Regulations.**

- a. Violations should be reported to the Board of Directors, the officers of the Condominium Association, or any designees thereof.
- b. The Board of Directors will notify an Owner of violation(s) he has committed, as well as any appropriate board committees.
- c. Violation disputes will be presented to and judged by the Board of Directors, which will take appropriate action.
- d. Owners are responsible for their guests' or lessees' compliance with these rules and regulations.

2. **Facilities.** The Condominium facilities are for the exclusive use of Owners and their approved families, lessees, licensees, invitees, employees, and guests (except as otherwise provided in the Declaration of Condominium). Any damage to the Buildings, Limited Common Elements or equipment caused by any Owner, his guests, family, or lessees shall be repaired at the Owner's expense.
3. **Unit Alterations.** Any alterations made by Unit Owners must be made in accordance with the Declaration, receive written approval from the Condominium Association, and be made with as little inconvenience as possible to other Owners. In no event shall Owner's alter or otherwise obstruct any Common Areas without the express written consent of the Condominium Association. Unit Owners must receive approval from the Condominium Association in the event that any abnormally heavy items are to be placed within a Unit not located on the first floor to ensure that the structural capacity of the floors is sufficient to support the additional weight. Such items may include, but are not limited to safes, grand pianos, or large aquariums.
4. **Permitted Residential Uses.** A Unit may not serve as an extended residence for more than two (2) persons who are not related. Persons are related when they are within the first or second degree of consanguinity or affinity. Persons are not related by affinity unless lawfully married, and any asserted common law marriage must be subject to an affidavit of record under the family code or a judicial determination. Consanguinity is a relationship created by birth and within the first and second degree includes parents, brothers, sisters, children, grandparents, grandchildren, aunts, uncles, nieces, nephews, and first cousins. Affinity is a relationship created by marriage and within the first and second degree includes: spouses, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent-in-law, uncles and aunts by marriage, nephew's spouse, niece's spouse, grandson-in-law, granddaughter-in-law, and first cousin's spouse.
5. **Noise.** No Unit Owner shall play (or permit to be played in its Unit or in the Limited Common Elements) any musical instrument, phonograph, television, radio or the like in a way that unreasonably disturbs or annoys other Unit Owners or occupants. No vocal or instrumental practice is permitted during the hours from 10:00 p.m. through 9:00 a.m. No subwoofers, speakers, or other sound producing devices shall be installed in or attached to the ceilings of Units.
6. **Obstructions; Signs.** Sidewalks, entrances, driveways, passages, porches, vestibules, and all Common Elements shall be kept open and unobstructed. No sign (including contractor, brokerage or for sale/lease signs), banner, balloons, sculpture, fountain, artificial vegetation, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in or upon any part of a Unit that is visible from the outside; provided, however, signs required by governmental agencies and approved by the ARB may be displayed (e.g., permit boards).
7. **Leasing of Units.** Any and all lease agreements, other than those entered into by Declarant, between an Owner and a lessee of such Owner shall (i) be in writing; (ii) be for residential purposes only, (iii) be for not less than the entire Unit, (iv) be for a minimum of one-hundred twenty (120) days; (v) be approved by the Managing Agent, (vi) comply with all governmental laws, rules, ordinances and regulations; and (vii) otherwise be in compliance with the rules and regulations as may be promulgated and

published from time to time by the Managing Agent or the Board of Directors. Any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration, and the Rules and Regulations adopted hereunder. All Limited Common Elements appurtenant to a Unit may be leased only in connection with the lease of such Unit. The Owner shall provide the Condominium Association with an executed copy of each lease shall be submitted to the Condominium Association promptly following execution.

Any lessee of a Unit must adhere to all provisions of this Declaration, the Certificate of Formation, the Bylaws, the Rules and Regulations of the Condominium Association and the Managing Agent, together with all exhibits and appurtenances thereto, and any other applicable provisions of any other agreement, document or instrument governing the Condominium or administered by the Condominium Association or any other applicable governmental law, rule or regulation. Owners wishing to lease their Units shall be jointly and severally liable to the Condominium Association with the lessees of their Unit for any amount which is required by the Condominium Association to affect such repairs or to pay any claim for injury or damage to property caused by or which is the responsibility of such lessee. All leases must provide that the lessee shall be subject in all respects to the terms and provisions of Declaration, and shall provide that the Condominium Association shall have the right (i) to terminate the lease upon default by the tenant in observing any of the provisions of the Declaration of Condominium, the Certificate of Formation or Bylaws, the rules and regulations of the Condominium Association or any other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Condominium Association, and (ii) to collect all rental payments due to the Owner and to apply same against unpaid Assessments if, and to the extent that, the Owner is in default in the payment of Assessments.

8. **Children:** Reasonable supervision must be exercised when children are playing on the grounds. Children under the age of twelve (12) shall be under the direct control of a responsible adult.
9. **Destruction of Property:** Neither Owners, their lessees, nor guests shall mark, mar, damage, destroy, deface, or engrave any part of the Property. Owners shall be financially responsible for any such damage.
10. **Utilities and Fees.** Each Unit shall be equipped with cable television, hi-speed internet, and telephone connections through the Suddenlink Company. Water, gas, and sewage shall also be provided to each Unit and will not be separately metered. Expenses for all of the foregoing as well as the garbage collection described in Paragraph 12 will be included in each Unit's assessments owed to the Condominium Association. Electricity will be the responsibility of the Owner to have connected and each Unit will be separately metered.
11. **Parking.** Each Unit will be assigned at least one (1) parking space, one of which may include space allocated in a garage. If a Unit is purchased having garage access, the garage space cannot be severed from the Unit or transferred separately as the garage is a part of the Unit in the same manner as the bedroom, living area, or kitchen. Owners agree to park within the parking guidelines/parking areas provided. No Owner, tenant, or guest shall interfere with the rights of other Owners and tenants to use the parking spaces in their intended manner. Motorcycles and mopeds are subject to the same

rules and regulations as all other vehicles. Recreational vehicles such as boats, campers, trailers, snowmobiles, wave runners, etc. will not be allowed on the property at any time without written approval from the Association. Repairing or servicing of vehicles within the parking areas is prohibited. Non-licensed, abandoned, or inoperable cars are not to be left on the property for more than a 48-hour period. This includes, but is not limited to, vehicles in disrepair, flat tires, leaking fluids, or vehicles with "For Sale" signs on them.

12. **Cleanliness.** No Owner shall allow anything to remain in or on the Limited Common Elements which would be unsightly or hazardous. No Owner shall allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefore and approved by the Condominium Association, at such times and in such manner as the Condominium Association shall direct, and each Unit and the Limited Common Elements shall at all times be kept in a clean and sanitary condition. Local recycling programs shall be enforced. Garbage shall be disposed of through the kitchen garbage disposal so far as possible and the remainder, along with bottles, cans and other trash shall be placed in waterproof bags or similar containers before being placed in the designated dumpster or similar receptacle. The dumpster and other receptacles shall be emptied on specific days to be announced by the Condominium Association, but will not necessarily always be picked up on a regular, repeating schedule. No Owner shall make use of the Limited Common Elements in such a manner as to abridge the equal rights of the other Unit Owners entitled to their use and enjoyment.

13. **Porches, Covered Entries and Balconies:** No objects shall be hung from balconies or window sills. No towels, cloth, clothing, rugs, or mops shall be hung open or shaken from windows, doors, balconies, or decks. .

No grilles, fire pits, or electric, gas, charcoal, or other fire-based cooking device are permitted to be used on any balcony, porch, patio, or other Limited Common Element of a Unit. No whirlpools or hot tubs are permitted on the balcony, patio, porch, or other Limited Common Element of a Unit.

Owners shall not allow anything to be thrown or to fall from windows, doors, balconies, or decks. Owners shall not throw cigars, cigarettes or any other object from the balconies or porches. No sweepings or other substances shall be permitted to escape to the exterior of the building from the windows, doors, porches, balconies, or patios.

No porches, balconies, covered entries or patios (or any portion thereon) may be enclosed or screened without the prior written consent of the Board of Directors of the Condominium Association. No porches, balconies, covered entries or patios (or portion thereof) shall be carpeted. There shall be no installation of any type, style, and/or color of flooring, or staining of concrete, except for the installation of white or off-white ceramic tile or marble on any covered entry, porch or patio (or any portion thereof) of any Unit.

Owners shall do no act or conduct such activities which in and of themselves or as an accumulation of activities causes structural or other damage to the porches, balconies, covered entries or decks or to the Buildings. Exterior sculpture, flags, and similar items must be approved by the Condominium Association if not already approved for display by these Rules and Regulations or other Condominium Documents; provided, however, that nothing herein shall prohibit the appropriate display of a United States flag, flag of the State of Texas, an official or replica flag of any branch of the United States armed

forces, or an official or replica flag of Texas A&M University, in accordance with the provisions of these Rules and Regulations and Texas Property Code Section 202.011.

14. **Loitering/Storage.** Each Owner agrees and understands that common areas such as entries, community garages, and hallways are to be for purposes of ingress (entry) and egress (exit) of the Condominium. These areas are not for any reason to be used for storage of personal property. Personal property left in Common Areas, in most cases, are in violation of fire codes. The Condominium Association or property manager reserves the right to confiscate and/or dispose of any personal property left unattended in Common Areas. Persons shall not loiter in Common Areas or use Common Areas as play areas.
15. **Emergency Entry.** In case of any emergency originating in, or threatening the Property or any Unit, regardless of whether the Owner is present at the time of such emergency, the Condominium Association, the Managing Agent, or any other person authorized by either, shall have the right to enter a Unit for the purpose of remedying, or abating, the cause of such emergency, and such right of entry shall be immediate.
16. **Bicycles:** All bicycles, tricycles, scooters, skateboards, and other play equipment, wading pools, baby strollers and similar items shall be stored so as to be not visible from the streets or adjacent Units. No such items shall be allowed to remain on any Common Elements or Limited Common Elements so as to be visible from adjacent property when not in use.
17. **Plumbing:** Water closets and other plumbing shall not be used for any purposes other than those, for which they are constructed, and no sweepings, rubbish, rags, or other foreign substances shall be thrown therein. The cost of any damage resulting from misuse shall be borne by the Owner who caused such damage.
18. **Solicitation:** There shall be no solicitation by any person anywhere in the Common Elements for any cause, charity, or for any other purpose whatsoever, unless specifically authorized by the Condominium Association.
19. **Commercial Prohibition:** Except for use by the Developer, no Unit may be occupied or used for any commercial or business purpose. The use of the Unit as a home office in accordance with the Declaration of Condominium and these rules and regulations shall not violate this prohibition.
20. **Pets.** No animals, livestock, birds or poultry of any kind shall be raised, bred or kept by any Owner upon any portion of the Property, provided that up to two (2) generally recognized house pets not to exceed forty (40) pounds (not including tropical fish, which may be kept in reasonable numbers) may be kept in Units, subject to rules and regulations adopted by the Condominium Association through its Board of Directors, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. All cats must be spayed or neutered. No pet shall be kept within any screened enclosure. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the General Common Elements or the Limited Common Elements. Pets shall be under leash at all times when walked or exercised in any portion of the Community, and no pet shall be

permitted to leave its excrement on any portion of the Common Elements or the Limited Common Elements, and the Owner of such pet shall immediately remove the same. The Board of Directors may conclusively determine, in its sole and absolute discretion, whether a particular pet is a generally recognized house pet or such pet is a nuisance, and the Board shall have the right to require the Owner of a particular pet to remove such pet from the Property if such pet is found to be a nuisance or to be in violation of these restrictions. In the event an Owner does not remove such pet upon written notice from the Association, such Owner shall be fined in accordance with Section 17.02 of the Declaration.

21. **Window Treatments and Coverings.** All Units shall be furnished with identical window treatments and/or coverings that will complement the décor of the Unit. Owner is not permitted to substitute or replace the window coverings without written approval from the Condominium Association through its Board of Directors in which case reasonable efforts will be taken to identify a replacement covering that accomplishes the desired purpose while appearing similar to the existing treatments and/or coverings. The Condominium Association through its Board of Directors reserves the right to uniformly change or substitute the window coverings throughout the Buildings if a more preferable or desirable option becomes available.

22. **Display of Flags.** An Owner may display the following flags in accordance with the rules and regulations set forth herein and in the governing documents of the Condominium: (1) the flag of the United States of America, (2) the flag of the State of Texas, (3) the official or replica flag of any branch of the United States of America, and (4) the official or replica flag of Texas A&M University.
 - (a) The flag of the United States must be displayed in accordance with 4 U.S.C. Sections 5-10.
 - (b) The flag of the State of Texas must be displayed in accordance with Chapter 3100, Government Code.
 - (c) All flags must be displayed in accordance with applicable zoning ordinances, easements, and restrictive covenants of record. Any equipment used to display or support the flag must not be implemented in such a manner as to cause damage or any permanent alteration to the Buildings or Common Elements.
 - (d) Flags may not be displayed by Owners on areas that are General Common Elements, or otherwise owned or maintained by the Condominium Association, or owned in common by members of the Condominium Association.
 - (e) Flags, and any equipment used to display or support the flag, must be maintained in good condition and any deteriorated flag or damaged equipment must be replaced, repaired, or removed as soon as reasonably possible. Flags, and any equipment used to display the flag, must not cause a nuisance or distraction, or otherwise disrupt neighbors or the public. The flag itself must not be twelve square feet (12 ft²) or larger.

23. **Display of Religious Items.** An Owner may not display or affix a religious item to the entrance of the Owner's Unit if that item:
 - (a) threatens the public health or safety;
 - (b) violates the law;
 - (c) contains language, graphics, or any display that is patently offensive to a passerby;

- (d) is in a location other than the entry door or door frame, or extends past the outer edge of the door frame of the Unit; or
- (e) alone, or in combination with each other religious item displayed or affixed on the entry door or door frame, has a total size greater than twenty-five square inches (25 in²).

24. **Condominium Association Approvals.** Whenever the Condominium Association's or the Board's consent, approval, notice or authorization shall be required to be obtained as set forth in the Declaration of Condominium, Certificate of Formation, Bylaws or these rules and regulations, such notice, consent, approval or authorization shall be required to be in writing.

25. **Fines.** Fines for violation of the Declaration, Certificate, or Bylaws are currently set at \$100.00 per each infraction.

26. **Miscellaneous.** Laundry, bathing apparel, beach, and porch accessories shall not be maintained outside of the Units, and such apparel and accessories shall not be exposed to view. Illegal and immoral practices are prohibited.

The foregoing rules and regulations are subject to amendment as provided in the Declaration of Condominium, the Certificate of Formation, and the Bylaws of the Condominium Association.

The foregoing rules and regulations are designed to make living conditions for all Owners pleasant and comfortable. The restrictions imposed are for the mutual benefit of all. Violations of these rules are to be reported to the Condominium Association, who will contact the violating Owner, lessee, or guest for corrective action. Any disagreement over the violation will be reported to the appropriate committee for subsequent judgment by the Board of Directors.