

EXHIBIT F
MASTER REGULATIONS

[Master Regulations follow this cover page.]

DRAFT

RULES AND REGULATIONS FOR
THE LANTANA MASTER CONDOMINIUM
("Condominium")

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Adopted by

Board of Directors

Effective as of _____, 2025

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ARTICLE I

General Provisions

These Rules and Regulations (these "Regulations") for The Lantana Master Condominium are established by the Board of Directors, effective as of _____, 2025, pursuant to the rule-making and rule-enforcement authority granted to the Board of Directors by the Governing Documents.

These Regulations are in addition to the terms, provisions and covenants contained in the other Governing Documents. If there is a conflict among documents, the order of governing authority shall be as follows: Allocation Document (highest), Master Declaration, Certificate of Formation, Bylaws, these Regulations and then, with respect to Residence Owners, the Residential Declaration, Residential Certificate of Formation, Residential Bylaws, and Residential Regulations (if any) (lowest). An Owner of a Unit is not required to comply with any provision in these Regulations requiring an Owner or a Unit to seek approval of or conform with the Residential Association, Residential Board of Directors, Residential Declarant, Residential Manager, Residential Declaration, Residential Certificate of Formation, Residential Bylaws, Residential Regulations (if any) or similar references it being acknowledged that such items only relate to the Residences and the Residential Condominium. The Board of Directors is empowered to interpret, enforce, amend, adopt variances and individual waivers of and repeal these Regulations.

The Master Association hereby grants a revocable license in favor of the Manager to interface with the Owners/Residence Owners, Tenants, Residential Tenants and other Persons described in these Regulations to effect the Master Association rights and obligations set forth herein, but not to grant any waivers, make any decisions or otherwise make any independent elections whatsoever beyond the actions specifically authorized by the Master Association in these Regulations. If the Master Association, in its sole and absolute discretion, elects to terminate this license in whole or in part, then immediately upon giving notice to the Manager, the license granted in the immediately preceding sentence shall terminate, and the Master Association may enforce its rights and obligations hereunder itself or through another designated Person, and any reference to the Manager shall be to the Master Association or its Designee.

Further, the Residential Manager has been given the authority by the Residential Association to interface with the Residence Owners and other Persons described in these Regulations and to effect the Residential Association's rights and obligations set forth herein, but not to grant any waivers, make any decisions or otherwise make any independent elections whatsoever beyond the actions specifically authorized by the Residential Association. If the Residential Association terminates such authority of the Residential Manager, then immediately the Residential Association may enforce its rights and obligations hereunder itself or through another designated Person, and any reference to the Residential Manager (if the context indicates the Residential Manager is the agent of the Residential Association) shall be to the Residential Association or its Designee.

Any and all rules and requirements contained herein may be supplemented by the Board of Directors without prior notice to the Owners, Residence Owners, Tenants and Residential Tenants by addition to these Regulations and dissemination of same to the Owners and Residential Association, or by posting such new Regulations in appropriate venues for observance by the Owners, Tenants, Residential Association, Residence Owners, or Residential Tenants. In addition, any Owner or the Residential Association may impose additional rules and regulations on its respective Tenants, Residence Owners, or Residential Tenants, as applicable.

These Regulations are solely for the benefit of the Manager, Residential Manager, Owners/Residence Owners, Master Association, Board of Directors, Residential Association and Residential Board of Directors, as well as their successors, assigns and Designees and are not for the benefit and may not be relied upon in any manner by any other Person. Rights and obligations of the Master Association may be exercised by the Master Association's Designees, including the Manager. Rights and obligations of a Residential Association may be exercised by a Residential Association's Designees, including the Residential Manager.

Section 1.1 Definitions.

The following terms are defined for use in these Regulations and those capitalized terms used in these Regulations but not expressly defined herein have the same meaning as defined in the Master Declaration or each Residential Declaration, as applicable:

"Act" The Uniform Condominium Act, Texas Property Code, Chapter 82, Section 82.001 et seq., as amended from time to time.

"Amenity Areas" Those certain portions of the Hotel Unit designated by the Hotel Unit Owner for use by the other Owners and the Residence Owners from time to time.

"Assessments" The Monthly Assessments, Special Assessments and Additional Assessments.

"Associations" Collectively, the Master Association and the Residential Association.

"Board of Directors" The Board of Directors of the Master Association.

"Common Elements" All portions of the Condominium, including both the General Common Elements and the Limited Common Elements, but excluding the Units.

"Contractor" Any party performing construction, repair, remodeling or other services for a Unit or Residence.

"Designated Parking Spaces" The parking spaces that Hotel Unit Owner identifies for use by the Owners/Residence Owners, Tenants/Residential Tenants, and Owner's guests and invitees, as such parking spaces may be identified from time to time, but excluding any parking spaces that are identified as "reserved" or "designated" for other parties or Hotel Unit Owner's exclusive use.

"Estates Condominium" The form of real property established by the Residential Condominium Declaration for The Estates at The Lantana Condominium.

"Estates Unit" A portion of the Residential Unit I designated for separate ownership as created and identified in the Residential Declaration executed by the Owner of the Residential Unit I and recorded in the Official Public Records of the County.

"Governing Documents" Individually and collectively, the Act, the Allocation Document, the Certificate of Formation, the Bylaws, the Master Declaration, Policy Guidelines, and these Regulations, as each may be amended and supplemented; provided, however, that as to a Residence Owner or a Residence, the term "Governing Documents" shall also be deemed to include the Residential Governing Documents.

"Holiday" A legal holiday recognized as such by the government of the United States or the State of Texas and shall be deemed to include the weekday before and after a Holiday and the period between December 25 and January 1.

"Hotel Unit" The Unit as more particularly described in Section 2.2 of the Master Declaration, as shown on the Map.

"Legal Requirements" Any and all present and future judicial decisions, matters of record, statutes, rulings, rules, regulations, permits, certificates or ordinances of any Governmental Authority in any way applicable to the use and enjoyment of the Condominium, any Unit or the Property, zoning ordinances, subdivision and building codes, flood disaster laws and applicable architectural barrier, health and environmental laws and regulations.

"Manager" or "Management Office" The management staff in such staff's offices who are employees or independent contractors of the Master Association, and who may be employees of the Residential Association, or its or their managing agent.

"Master Association" The Lantana Master Condominium Association, Inc., a Texas nonprofit corporation organized under the Act and created for the purposes and possessing the rights, powers, authority and obligations set forth in the Governing Documents.

"Master Declaration" The Master Condominium Declaration for The Lantana Master Condominium and all recorded amendments thereto.

"Owner" Any Person (including Declarant except as otherwise expressly provided) owning fee title to a Unit, but excluding: (i) any Person having an interest in a Unit solely as a security for an obligation, and (ii) a Sub-Unit Owner including a Residence Owner.

"Owner/Residence Owner" An Owner or a Residence Owner.

"Person" Any individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other legal entity, including any Governmental Authority and any fiduciary acting in such capacity on behalf of any of the foregoing.

"Regulations" These rules and regulations for The Lantana Master Condominium, including all attachments, as well as any (a) rules and regulations posted by the Master Association at any time on the Property, (b) any seasonal or temporary rules posted or communicated to the Owners/Residence Owners by the Master Association and (c) any notices of change or warning affecting the use of the Property, all as may be changed from time to time.

"Residence" A portion of the Residential Unit designated for separate ownership as created and identified in the Residential Declaration.

"Residence Owner" Any Person (including Residential Declarant except as otherwise expressly provided) owning fee title to a Residence, which Residence includes an undivided interest in the Residential Common Elements, but excluding any Person having an interest in a Residence solely as security for an obligation.

"Residential Assessments" The Monthly Residential Assessments, Special Residential Assessments and Additional Residential Assessments due or levied in accordance with the Residential Governing Documents.

"Residential Association" Collectively and individually, as applicable, The Estates at the Lantana Condominium Association, Inc., a Texas nonprofit corporation and/or The Villas at the Lantana Condominium Association, Inc., a Texas nonprofit corporation, which are organized under the Act and created for the purposes and possessing the rights, powers, authority and obligations set forth in the Governing Documents.

"Residential Board of Directors" The Board of Directors of the Residential Association.

"Residential Common Elements" All portions of the Residential Condominium, including both the Residential General Common Elements and the Residential Limited Common Elements but excluding the Residences.

"Residential Condominium" Collectively, the Villa Condominium and the Estates Condominium.

"Residential Declaration" Collectively and individually, as applicable, the Residential Condominium Declaration for The Estates at The Lantana Condominium and the Residential Condominium Declaration The Villas at The Lantana Condominium, and all recorded amendments thereto.

"Residential Governing Documents" Individually and collectively, the Governing Documents, the certificate of formation of the Residential Association, the bylaws of the Residential Association, the Residential Declaration, and any regulations of the Residential Condominium, as each may be amended and supplemented.

"Residential Manager" Any experienced and professional manager or management company with whom the Residential Association contracts for the day to day management of either or both of the Residential Condominium or the administration of the Residential Association.

"Residential Tenant" Any Person having the right to occupy a Residence pursuant to a lease granted by a Residence Owner.

"Residential Unit" Collectively, the Units, as more particularly described as Residential Unit I and Residential Unit II in Section 2.2 of the Master Declaration, as shown on the Map.

"Retail Unit" The Unit as more particularly described in Section 2.2 of the Master Declaration, as shown on the Map.

"Tenant" Any Person having the right to occupy a Unit or a portion of a Unit pursuant to a lease granted by an Owner.

"Tenant/Residential Tenant" A Tenant or Residential Tenant.

"Unit" A physical portion of the Condominium that is designated for separate ownership or occupancy (the boundaries of which are depicted on the Map), which, to the extent applicable, is contained within the perimeter walls, floor, ceiling, windows, and doors of a Unit depicted on the Map, and includes: (a) all the Systems and Structure that exclusively serve such Unit and portions of the Skin that exclusively serve such Unit; and (b) the finish materials, floor covering, wall covering, fixtures and

appliances contained in the Unit, but excludes any: (i) portions of any Structure and Skin that serve more than one Unit; and (ii) Systems that serve more than one Unit, all as subject to and further described in Section 82.052 of the Act, but not including the Residences of the Residential Condominium unless specifically so provided.

"Unit/Residence" A Unit or a Residence.

"Villa Condominium" The form of real property established by the Residential Condominium Declaration for The Villas at The Lantana Condominium.

"Villas Unit" A portion of the Residential Unit II designated for separate ownership as created and identified in the Residential Declaration executed by the Owner of the Residential Unit II and recorded in the Official Public Records of the County.

Section 1.2 Compliance; Declarant and Residential Declarant Exemption.

(a) Compliance; Declarant and Residential Declarant Exemption. Each Owner/Residence Owner and all guests, invitees and Persons using or occupying a Unit/Residence belonging to such Owner/Residence Owner, shall comply with all Legal Requirements, the provisions of the Governing Documents, and any other policies or regulations adopted by the Board of Directors or Residential Board of Directors to supplement the Governing Documents or Residential Governing Documents, as any of these may be amended from time to time. Each Owner/Residence Owner shall be liable for damages to any Person or property for violations of the Governing Documents, whether the Owner/Residence Owner commits the violation or guests, Tenants, Residential Tenants or other invitees of such Owner/Residence Owner commit the violation. The regulations contained within any specific section shall not be interpreted to apply to the exclusion of other rules contained in these Regulations which would logically apply to the same subject matter. **Unless otherwise expressly stated, Declarant and Residential Declarant are exempt from all restrictions set forth in these Regulations to the extent such restrictions interfere in any manner with Declarant's and Residential Declarant's (i) plans for construction, development, use, sale, lease or other disposition of all or any portion of the Property, (ii) exercise of any Special Declarant Rights or Special Residential Declarant Rights, or (iii) exercise of any Development Rights or Residential Development Rights.**

(b) Waiver. Circumstances may warrant waiver or variance of any provision of these Regulations. To obtain a waiver or variance, an Owner must make written application to the Master Association and a Residence Owner must make written application to the Master Association and the Residential Association. The Master Association (and Residential Association, if applicable) will consider such request and respond to the Owner/Residence Owner in accordance with the Governing Documents. If the application is approved, the waiver or variance must be in writing from the Master Association (and the Residential Association, if applicable), and may be conditioned or otherwise limited. The variance or waiver of any provision of these Regulations by the Master Association or the Residential Association for the benefit of any particular Owner/Residence Owner shall not be construed as a waiver of any provision of these Regulations in favor of any other Owner/Residence Owner, nor shall any such waiver or variance prevent the Master Association or the Residential Association from thereafter enforcing any provision of these Regulations against any or all of the Owners/Residence Owners.

(c) Right to Enforce. The Master Association has the right to enforce these Regulations against any Person who owns or uses any portion of the Property. The Residential Association has the right to enforce these Regulations against any Person who owns or uses a Residence or Residential Common Elements governed by the Residential Association.

(d) Consent of the Residential Association. When required by the Governing Documents for Residence Owners to obtain approval of both the Residential Association and the Master Association, such Residence Owner must obtain the consent of the Residential Association prior to obtaining the consent of the Master Association.

Section 1.3 Obligations of Owners/Residence Owners.

(a) Safety. Each Owner/Residence Owner is solely responsible for such Owner/Residence Owner's own safety and for the safety, well-being and supervision of such Owner/Residence Owner's guests and any Person at the Condominium to whom the Owner has a duty of due care, control, or custody.

(b) Unit Keys. Each Owner shall at all times maintain with the Master Association a set of all keys required to enter each separately occupied portion of such Owner's Unit as provided in Section 3.8(a) of the Master Declaration, and shall provide replacement keys to the Master Association each time a lock on the Unit is changed. Each Residence Owner shall at all times maintain with the Residential Association a set of all keys required to enter such Residence Owner's Residence as provided in the Residential Declaration, and shall provide replacement keys to the Residential Association each time a lock on the Residence is changed. The Master Association and the Residential Association assume no liability related to possession of the keys. Except as specifically set forth in the Governing Documents, keys shall only be used (i) for emergency access, or (ii) in the event prior written approval is provided by the Owner/Residence Owner.

(c) Damage. An Owner/Residence Owner is responsible for any loss or damage the Owner/Residence Owner causes to the Unit/Residence and the personal property of other Owners/Residence Owners. By way of example but not limitation, an Owner/Residence Owner is responsible for water damage to the other Units/Residences due to water which emanates from such Owner/Residence Owner's Unit/Residence, including leaks or overflows of sinks, tubs, showers, shower pans, toilets, dishwashers and clothes washers. In case of continuous water overflow, the Owner/Residence Owner should immediately turn off the water source within such Unit/Residence. Any damage to plumbing pipes, drains and apparatus resulting from misuse, or from unusual or unreasonable use, shall be borne by the Owner/Residence Owner causing such damage.

(d) Insurance. An Owner/Residence Owner assumes full risk and sole responsibility for placing such Owner/Residence Owner's personal property in or on the Property. Each Owner/Residence Owner is solely responsible for insuring such Owner/Residence Owner's personal property on the Property. Each Owner/Residence Owner is required to carry the insurance set forth in Article VI of the Master Declaration, and also as to any Residence Owner, the insurance set forth in Article VI of the Residential Declaration.

(e) Risk Management. An Owner/Residence Owner may not permit anything to be done or kept in its Unit/Residence or on the Common Elements that is illegal or that may result in the cancellation or increase in any insurance premiums being paid by the Master Association, the Residential Association or any other Owner/Residence Owner in connection with the property.

(f) Reimbursement for Enforcement. Each Owner/Residence Owner shall promptly reimburse the Master Association on demand for any expense incurred by the Master Association to enforce the Governing Documents against such Owner/Residence Owner or such Owner's Unit or such Residence Owner's Residence as provided in the Master Declaration. Each Residence Owner shall reimburse the Residential Association for any expense incurred by the Residential Association to enforce

the Governing Documents against such Residence Owner or such Residence Owner's Residence as provided in the Residential Declaration.

(g) Reimbursement for Damage. Except as otherwise provided in the Governing Documents, each Owner/Residence Owner shall promptly reimburse the Master Association or Residential Association on demand for the cost of damage caused by the negligent or willful conduct or omission of such Owner/Residence Owner.

(h) Certain Sales Prohibited. Without the Master Association's and the Residential Association's prior written permission, a Residence Owner may not conduct or permit a Residential Tenant to conduct a sale or activity on the Property that is advertised or attractive to the public, such as "estate sales", "yard sales" or "garage sales", and all Residence Owners and Tenants are prohibited from posting any sign, advertisement or notice on any part of the outside of a Unit (or on the inside, to the extent visible from any other Unit, the Common Elements, or the exterior of the Buildings) or on any Common Element whatsoever that sends a similar message. This Section 1.3(h) does not apply to marketing the sale or rental of a Unit/Residence, unless combined with a prohibited activity.

Section 1.4 Occupancy Standards.

(a) Number of Occupants in Residences. As used in this Section 1.4(a) and Section 1.4(b) only, the term "occupy" means occupancy of a Residence in excess of seven continuous days or 30 days in any consecutive 12 month period. Subject to any exception for familial status under any applicable fair housing law or other Legal Requirements, no more than two people may occupy a bedroom.

(b) Minors. No individual under the age of 18 years of age may occupy a Residence unless such occupancy is with a Residence Owner or Tenant who is a parent, legal guardian or designee in writing of such minor's parent or legal guardian. A Residence Owner or Residential Tenant must provide satisfactory proof of the ages and relationships among the occupants of such Residence upon request of the Master Association or the Residential Association.

(c) Danger. No Residence may be occupied by a person who constitutes a threat to the health or safety of other persons, or whose occupancy could result in substantial physical damage to the property of others.

Section 1.5 Community Etiquette in the Residences and Residential Common Elements.

(a) Courtesy. Each Residence Owner will endeavor to use such Residence Owner's Residence and any portion of the Property in a manner calculated to respect the rights and privileges of other users of the Property. Each Residence Owner will refrain from conduct that may reasonably be expected to materially endanger the health or safety, annoy, harass, inconvenience, embarrass or offend the average Residence Owner or other users of the Property, including employees, or to reduce the desirability of the Condominium as a mixed use community.

(b) Visitors and Visitor Parking. Visitors to Residences may be required to register at the residential lobby desk. The Residential Association may, but is not obligated to, establish and enforce certain rules, processes, procedures and policies to supplement these Regulations and assist the Residential Association in the parking of Residence Owner guests and invitees, including for daily, overnight and extended stay parking as well as parking for private events held by Residence Owners.

(c) Code of Conduct. All Persons will conduct themselves in a civil manner when dealing with the Master Association's and the Residential Association's Designees and other Owners and

Residence Owners. In return, such Persons are due the same courtesy and civility. The following actions are expressly prohibited: (i) verbal abuse; (ii) insults and derogatory name-calling; (iii) cursing; (iv) aggressive or threatening behavior; (v) hostile touching or physical contact; (vi) sexual harassment; (vii) publicly posting correspondence; and (viii) phone calls, emails or other communications that are designed, by their tone, time or frequency, to harass or intimidate.

(d) Employees. An Owner/Residence Owner may not instruct, direct or supervise, or interfere with the performance of duties by employees or agents of the Master Association, the Residential Association or other Owners (including the Manager, Residential Manager and their employees and agents), unless directed to do so by the Master Association (with respect to the Master Association's employees or agents) or the Residential Association (with respect to the Residential Association's employees or agents).

(e) No Hiring of Employees. The employees and agents of the Master Association, the Residential Association, the Owners, the Manager and the Residential Manager are not permitted or authorized to render personal services to Residence Owners or Residential Tenants, including but not limited to performing services such as walking or caring for pets. The Owners/Residence Owners will not request or encourage employees or agents to violate this provision. Emergency situations or requests through the Manager or the Residential Manager for staff assistance, at such Owner/Residence Owner's or Tenant/Residential Tenant's expense, should be addressed directly to the Manager or the Residential Manager.

(f) Communications among Residence Owners. The Residential Association balances the right of members to communicate with each other against the desire of Persons to be free of uninvited solicitations and misleading communications. To achieve that balance, oral and written communications that are intended for delivery to more than one Residence Owner are subject to this Section 1.5(f).

(i) Without the Residential Board of Directors' prior written permission, Residence Owners may not communicate with others in a manner that may give the impression of having been approved or sanctioned by the Residential Association. In communicating with other Residence Owners, the issuer should identify himself or herself and state that the communication has not been sanctioned by the Residential Association.

(ii) Without the Residential Board of Directors' prior written permission, a Person may not distribute handbills or hand deliver written communications to mailboxes, Residence doors, or car windshields within the Condominium.

(iii) Without the Residential Board of Directors' prior written permission, a Person may not solicit information, endorsements or money from Owners or Tenants, or circulate petitions, except via the U.S. mail.

(g) Noise and Odors. Subject to the provisions of these Regulations allowing construction, each Residence Owner will exercise reasonable care to avoid making loud, disturbing or objectionable noises or noxious odors that are likely to disturb other Residence Owners.

(h) Reception Interference. Residence Owners will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic or electronic reception on or about the Property.

(i) Packages. Each Residence Owner agrees that the Board of Directors, the Master Association, the Residential Association, the Residential Board of Directors, all Owners, the Manager,

the Residential Manager, Declarant, Residential Declarant and any manager of any other Unit and each of their respective Designees are not responsible for any item or article left with or delivered to such Persons on behalf of such Residence Owner or Residential Tenant.

(j) Wildlife. Feeding of birds, squirrels or any wildlife is prohibited on the Property.

(k) Smoking. The smoking of tobacco products is permitted in the individual Residences. All cigarette and cigar butts shall be disposed of properly. Smoking is prohibited in any entry foyers and outside of building entrances, other than any exterior area that is at least 30 feet from any entrance of the public terraces, entry foyers and the Buildings so long as such smoking (a) does not unreasonably disrupt or interfere with the use or enjoyment of such areas by Owners and other users of the Property and (b) is otherwise permitted by Legal Requirements or the owners of the applicable Units.

Section 1.6 Parking.

(a) Use of the Designated Parking Spaces. Owners and their tenants, guests, and invitees may use the Designated Parking Spaces for the sole purpose of parking their vehicles in the Designated Parking Spaces. Each user of the Designated Parking Spaces (a "Parking User") will endeavor to use the Designated Parking Spaces in a manner calculated to respect the rights and privileges of other users of the Designated Parking Spaces. Vehicles must be parked entirely within the lines and all directional signs, arrows and posted speed limits must be observed. Parking is prohibited in areas not striped for parking, in aisles, in fire lanes, drive-ways where "No Parking" signs are posted, in cross-hatched areas, and in other areas as may be designated by the Master Association or the Hotel Unit Owner. All cars parked in fire lanes will be subject to immediate towing at the car owner's expense. Motorcycles or bicycles parked in the bicycle parking area may not be chained to buildings, fences, or any other part of the Property, unless designated for that purpose. Designated Parking Spaces may be used for the parking of private passenger vehicles only and shall not be used for parking commercial vehicles or trucks (except sport utility vehicles, mini-vans, and pick-up trucks utilized as personal transportation), boats, personal watercraft, recreational vehicles, buses, taxi cabs, electronic scooters, or trailers. No Designated Parking Spaces may be used for the storage of machinery, equipment or other personal property. For purposes hereof, private passenger vehicles include automobiles, motorcycles, motorized bikes, station wagons, sport utility vehicles, minivans, and trucks not exceeding 21 feet in length.

(b) Vehicles. All vehicles are to be currently licensed, in good operating condition, parked within designated parking spaces, one vehicle to each space. Parking Users may not leave any vehicle in a state of disrepair (including, without limitation, flat tires, out-of-date inspection stickers or license plates) on the Property. Each vehicle must be muffled and must be maintained and operated to minimize noise, odor, and emissions. No servicing or repairs shall be made to any motor vehicle either on or within the Designated Parking Spaces or other areas on the Property, except for emergency repairs as necessary to enable movement of the vehicle to a repair facility. No motor vehicle shall be driven on or within any part of the Property other than on a driveway or parking space. Visitors' motor vehicles may be parked only in those parking spaces clearly marked or designated for visitors. All Parking Users shall cooperate with the Associations and the Hotel Unit Owner in keeping all parts of the Designated Parking Spaces and other parking areas on the Property neat and clean. The use of car horns on the Property is discouraged, except for the judicious use of a horn for right of way. Signs advertising a vehicle "for sale" are prohibited. A vehicle in violation of these Regulations may be stickered, wheel-locked, towed or otherwise removed from the Property by the Manager or the Hotel Unit Owner, at the expense of the vehicle's Residence Owner. No vehicle shall be kept in the Designated Parking Spaces if the Hotel Unit Owner or the Board of Directors deems it to be unsightly, inoperable, inappropriate, or otherwise violative of these Regulations and the Board of Directors and the Hotel Unit Owner shall have the right to remove such vehicles from the Designated Parking Spaces at the owner's sole cost and expense. No

removal or impoundment of a vehicle shall create any liability on the Associations or the Hotel Unit Owner. Notwithstanding anything to the contrary in these Regulations, no Parking User shall be permitted to park, place or store an electronic scooter or golf cart within the Designated Parking Spaces except in areas expressly dedicated to such motorized vehicles, as determined by the Hotel Unit Owner.

(c) Safety. Each Parking User will refrain from conduct that may reasonably be expected to materially endanger the health or safety of the average users of the Designated Parking Spaces, including employees. Parking Users shall not do anything, or permit anything to be done, in or about the Designated Parking Spaces, or bring or keep anything therein, that will in any way increase the possibility of fire or other casualty or obstruct or interfere with the rights of, or otherwise injure or annoy, other users of the Designated Parking Spaces, or do anything in conflict with laws, rules or regulations of any Governmental Authority. Parking Users shall not use or keep any illegal substance or flammable or explosive fluid or substance or otherwise dangerous fluid, chemical or substance, or any illuminating material, except for such substances contained in vehicles using the Designated Parking Spaces and other parking areas in reasonable and normal quantities and in accordance with reasonable and customary usage by such vehicles. All responsibility for damage to vehicles or persons is assumed by the Residence Owner of the vehicle or its driver. The Hotel Unit Owner, Declarant, Residential Declarant, the Associations, and each Owner and shall not be responsible for theft or damage to individuals or vehicles on the Property. No bailment is created. To reduce the chance of theft of damage, all Parking Users must place their personal items out of sight and lock their car doors. Parking Users park at their own risk at all times in the Designated Parking Spaces.

Section 1.7 General Use and Maintenance of Units/Residences.

(a) Units/Residences. The uses allowed in the Units/Residences are subject to Section 3.1 of the Master Declaration and Section 3.1 of the Residential Declaration.

(b) Right of Entry. The Master Association, Residential Association, all Owners, Declarant and Residential Declarant may enter a Unit/Residence as provided in the Master Declaration and the Residential Declaration. In case of an emergency, the right of entry is immediate and, if the Owner/Residence Owner has failed to provide a door key or refuses to provide entry, the Owner/Residence Owner is liable for the cost of repairs caused by the chosen method of access under such circumstances.

(c) Maintenance. Any maintenance work on a Residence of a non-de minimis nature, including but not limited to work that (i) is structural in nature, (ii) affects any mechanical, electrical or plumbing systems within the Condominium, or (iii) involves more than \$25,000.00 in value shall require an executed copy of an agreement substantially in the provided to by Master Association and the Residential Association.

(d) Combustibles. Except those retail products sold for exclusive use as household cleaning products, a Residence Owner may not store or maintain explosives or other combustible materials anywhere on the Property, including within a Residence.

(e) Water Cut-Off. Except as allowed by the Governing Documents or in the case of an emergency, no Person may interfere with or interrupt the Property's water lines, including water lines to any Unit/Residence, without the prior knowledge and cooperation of the Master Association. An Owner/Residence Owner who requires a water cut-off for the purpose of remodeling shall submit a written request to the Residential Manager at least five days prior to the requested water cut-off. All instances of flooding or water damage must be reported immediately to the Master Association for any Unit or the Residential Association for any Residence.

(f) Cable/Central Antenna System. Residences have been prewired for cable service. No additional exterior cable lines may be connected to a Residence. Residential Declarant has installed a central antenna system that enables Residence Owners and Residential Tenants to receive cable service and/or other video programming or fixed wireless services described in the Over-the-Air Reception Device Rule adopted by the Federal Communications Commission, without the need for installation of individual antennas within a Residence Owner's or Residential Tenant's Residence or other area subject to such Residence Owner's or Residential Tenant's exclusive use and control. For so long as the Residential Condominium has a central antenna system for such services, Residence Owners and Residential Tenants may not install individual antennae for such service within their Residence or other area subject to such Residence Owner's or Residential Tenant's exclusive use and control, except as permitted by applicable laws and regulations and subject to: (i) all reasonable safety and installation rules established by the Residential Association from time to time; and (ii) the execution of any agreements reasonably required by the Residential Association relating to the installation and operation of any such antennae.

(g) Signage; Advertising. Subject to the provisions of any permitted easements on the Property, the Signage Rights set forth in the Master Declaration and any other provision now or hereafter provided in the Master Declaration, no sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the Property without the prior written consent of the Master Association.

(h) Infestation. No Owner/Residence Owner shall permit or suffer a condition within the Owner's/Residence Owner's Unit/Residence that encourages the infestation thereof by pests, insects, rodents or other vermin. Failure to comply with the foregoing, or the failure to report such infestation to the Master Association and the Residential Association as soon as the Owner/Residence Owner is aware of same, will render such Owner/Residence Owner liable for all costs and expenses incurred in having to eradicate such infestation.

(i) Window Air Conditioning Unit. No window heating or air conditioning unit shall be installed within any Residence.

(j) Use of the Designated Parking Spaces by Residence Owners and Residential Tenants. The rights of each Residence Owner and Residential Tenants in the drive lanes, sidewalks, and entrances servicing the Designated Parking Spaces are limited to ingress and egress from such Designated Parking Spaces, and no Residence Owner or Residential Tenant shall use, or permit the use of, the drive lanes, sidewalks, or entrances for any other purpose. Subject to any rules, processes, procedures and policies, adopted by the Residential Association pursuant to Section 1.5(b) of these Regulations, Residence Owner or Residential Tenant shall permit the visit of Persons in such numbers or under such conditions as to interfere with the use and enjoyment of any of the entrances and other facilities of the Designated Parking Spaces by any other person or use. Fire exits and stairways are for emergency use only and shall not be used for any other purpose. No Residence Owner or Tenant shall encumber or obstruct, or permit the encumbrance or obstruction of any of the drive lanes, sidewalks, or of the Designated Parking Spaces. No vehicle may be parked in a manner that impedes or prevents ready access to the Property or the Designated Parking Spaces. All visitors of Residence Owners or Residential Tenants must park in parking spaces clearly marked or designated as visitor parking or use the valet service if available.

(k) Special Provisions Regarding the Retail Unit and the Hotel Unit.

(i) The Owners/Residence Owners shall not intentionally interfere with the efforts of any Owners or Tenants of the Retail Unit and/or the Hotel Unit to obtain a liquor licenses for restaurant or other applicable retail operations within the Buildings.

(ii) The Owner of the Retail Unit shall be entitled to maintain and operate and/or to permit the maintenance and operation of restaurant seating areas on the outside sidewalk spaces immediately adjacent to any restaurant operations within the respective Unit of the Building; provided, that the dimensions, design and operations of any such outside seating area will comply in all respects with these Regulations and all Legal Requirements. The Residence Owners shall not unreasonably interfere with the Retail Unit Owner in connection with the use of the Retail Unit, or application for, and procurement and maintenance of, any and all permits required with respect to such outside seating areas under any Legal Requirements. All of the provisions of the Governing Documents applicable to the Retail Unit shall apply to any such outside seating areas (not already within the Retail Unit) as though such areas were contained within and included as a part of the Retail Unit in which the operations for which such outside seating area is situated.

(l) Trash Disposal.

(i) General Duty. Owners/Residence Owners and all Persons using the Property will endeavor to keep the Property clean, will dispose of all refuse and trash (except as set forth in these Regulations) in receptacles for that purpose, will not litter the Property, will place lighted or smoldering items, including cigarettes, only in designated containers (and not in general trash receptacles) and will not store trash in a manner that unreasonably permits the spread of fire, odors or seepage or encouragement of vermin. If the Master Association shall provide or designate a service for picking up refuse and garbage, the cost and expense of such service shall be payable by the Owners/Residence Owners as set forth in the Master Declaration or Allocation Document.

(ii) Specific Trash Rules. Owners/Residence Owners must bag all trash and seal all trash bags before putting them into any designated trash room, area or receptacle (making certain that the doors to any such trash rooms, areas and receptacles are securely closed after depositing trash bags therein). Large boxes and bulky objects must be crushed or broken down and then placed neatly in the place designated for such items by the Master Association. Construction materials, solvents, paints and toxic waste must be removed from the Property by the Owner/Residence Owner or its contractor. If provided, a separate receptacle for newspapers and glass items should be used at all times.

(iii) Excess Trash. An Owner/Residence Owner will place trash bags entirely within a container, and may not place trash outside, next to or on top of a container. If a container is full, the Owner/Residence Owner should locate another container or hold the trash. Boxes and large objects should be crushed or broken down before placed in a container. An Owner/Residence Owner must arrange privately for removal of discarded furnishings or any unusually large volume of debris.

Section 1.8 General Use of Amenity Areas.

(a) Access Cards or Other Access Controls. Admittance to certain Amenity Areas may require use of a coded access card, fob or similar devices (an "Access Card"), in which case an appropriate Access Card will be issued to Residence Owners through the Management Office. Access Cards are personal to the Residence Owner to whom they are issued and may not be transferred or assigned except to Residential Tenants or Residence occupants provided that such transfer or assignment has been approved by the Residence Owner and Residential Association and all documentation required by the Residential Association has been completed to the satisfaction of the Residential Manager and submitted to the Management Office. A registered occupant of a Residence shall be entitled to have an Access Card activated and issued for such occupant's use during the period of time such occupant

occupies the Residence regardless of the number of Access Cards already issued to a Residence. Unless prior written consent of the Hotel Unit Owner, Master Association, or Residential Association, whichever is applicable, is given, the Management Office shall issue no more than two Access Cards per Residence. Each Residence Owner may have up to two replacement sets of Access Cards issued without charge in the event such cards are lost or stolen and any lost or stolen Access Cards will be deactivated. Thereafter, replacement of a lost or confiscated Access Card, or the purchase of additional Access Cards, may require the payment of a fee set by the Hotel Unit Owner, Master Association, or the Residential Association. Any Person in possession of an Access Card will, upon request of the Hotel Unit Owner, Master Association, or the Residential Association, produce a valid driver's license or other picture identification. An Access Card found in the possession of a Person to whom such card was not issued will be confiscated. **In the event a Residence Owner is delinquent in the payment of Residential Assessments and has failed to cure such delinquency after receiving notice thereof from the Residential Association, the Residence Owner may be prohibited from receiving a replacement Access Card until such delinquent Residential Assessments, and all associated costs, charges, and fees are paid to the Residential Association.**

(b) Fire and Safety. Except in the event of a relevant emergency, no Owner/Residence Owner or Person may use, tamper with, pry open or modify any fire or safety equipment on the Property, including alarms, extinguishers, monitors and self-closing doors. Each Owner/Residence Owner must be familiar with fire safety and evacuation plans and must participate in fire drills that occur when the Owner/Residence Owner is at the Property.

(c) Landscaping. No Residence Owner shall harm, mutilate, alter, litter, uproot or remove any of the landscaping work on or within the Common Elements or Amenity Areas, or place or affix any planters, statues, fountains ornamental objects or artificial plants upon any exterior portion of the Property, without the prior written consent of the Master Association and the Residential Association, as applicable. Digging, planting, pruning and climbing in any landscaped areas is expressly prohibited.

(d) Clotheslines. No hanging or drying of clothes shall be allowed on (or within) any portion of the Property, and no pulley clothesline or similar device shall be affixed to or used in connection with any Unit/Residence.

(e) Guests. Except for Residential Tenants, a non-owner of a Residence may not use the Amenity Areas unless accompanied at all times by a Residence Owner. The right of a Residence Owner to share the use of these facilities with such Residence Owner's guests or invitees is at all times subject to the immediate termination by the Residential Association if the Governing Documents are violated or if such termination is deemed by the Master Association or the Residential Association, respectively, to be in the Master Association's or the Residential Association's best interests.

(f) Animals Prohibited. Other than assistance animals required by Legal Requirements, no animals or pets are permitted in the Amenity Areas (unless authorized by the Master Association and Residential Association pursuant to these Regulations) at any time. This Section 1.8(f) expressly does not apply to any dog park that is part of the Amenity Areas.

(g) Disturbances Prohibited. No loud sounds or boisterous conduct is permitted in the Amenity Areas at any time, however, the reasonable use of a radio, television, CD player, iPod or MP3 player or similar device is permitted when used with headphones so that others are not disturbed, or during periods when a Residence Owner and such Residence Owner's guests are the sole users of such Amenity Area.

Section 1.9 Use of Amenity Areas.

(a) Access to Amenity Areas. The Master Association or Hotel Unit Owner may (i) designate the hours of access to and operation of the Amenity Areas, (ii) restrict the use of the Amenity Areas by requiring pre-scheduling and limiting the amount of time available to each Residence Owner to ensure fair access and (iii) restrict the use of the Amenity Areas for special bookings through the Management Office for activities such as organization of aerobics classes or work out classes by personal trainers or organization of informative classes with respect to diet, exercise and health issues or social activities. Residence Owners or other authorized Persons using the Amenity Areas must, at all times, respect the rights and privileges of others using the Amenity Areas.

(b) Income from Amenity Areas. All income or proceeds received in connection with the Amenity Areas shall be the property of the Hotel Unit Owner.

(c) Number of Guests. A Residence Owner, at any one time, may not have more than four guests using the Amenity Areas. By reservation through the Management Office, functions involving a larger number of guests may be permitted. Reserved functions must be confined to the specific Amenity Areas reserved, and the host Residence Owner must ensure that such Residence Owner's guests do not use the other Amenity Areas.

(d) Health and Safety. For their own well-being and protection, at all times while using the Amenity Areas, no Person who presents a risk to themselves or others without supervision or assistance by other Persons is permitted to use the Amenity Areas without proper supervision or assistance.

(e) Glass Containers Prohibited. Containers made of glass are not permitted at any time in the Amenity Areas.

(f) Swimming Pool. The following rules will condition any use of any swimming pool in the Amenity Areas: (i) customary bathing attire must be worn in the swimming pool; (ii) street clothes, cutoffs, underwear and nude bathing are not allowed in the swimming pool; (iii) no floats, pool toys or balls are permitted; (iv) pool furniture may not be removed from the swimming pool area; (v) running, rough play, wrestling, excessive splashing and loud behavior are prohibited in the pool area; and (vi) children who are not toilet trained must wear a double layer of swim diapers, including at least one non-disposable diaper cover, in and around the swimming pool.

(g) Fitness Center. The following rules will condition any use of any fitness center in the Amenity Areas: (i) customary exercise attire must be worn in the fitness center; (ii) street clothes, cutoffs and underwear (without other clothing) are not allowed in the fitness center; (iii) furniture may not be removed from the fitness center and (iv) rough play, wrestling and loud behavior are prohibited in the fitness center. Before the initial visit to the Property, all personal trainers of the Residence Owners must register with the Residential Manager by completing the provided information form and providing a copy of their certificate of insurance, as may be requested by the Residential Association.

Section 1.10 Health and Well-Being.

For the health, well-being and enjoyment of all Owners/Residence Owners, the following limitations and restrictions will be observed.

(a) Safety. No Person who presents a risk to themselves or others without supervision or assistance by other Persons is permitted to use the Amenity Areas, Common Elements, or Residential Common Elements without proper supervision or assistance.

(b) Safety Disclaimer. Certain Persons may, but are not obligated to, maintain or support certain activities within the Property designed to make the Condominium less attractive to intruders than it otherwise might be. The Board of Directors, the Master Association, the Residential Association, the Residential Board of Directors, all Owners, the Manager, the Residential Manager, Declarant, Residential Declarant, any manager of any other Unit and each of their respective successors, assigns or Designees will not in any way be considered an insurer or guarantor of security within the Property, and may not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken or not undertaken. Each Owner/Residence Owner, guest and invitee on the Property assumes all risk for loss or damage to such person, such Owner/Residence Owner's Unit/Residence, to the contents of such Owner/Residence Owner's Unit/Residence, and to any other property on the Property. The Board of Directors, the Master Association, the Residential Association, the Residential Board of Directors, all Owners, the Manager, the Residential Manager, Declarant, Residential Declarant, any manager of any other Unit and each of their respective successors, assigns or Designees expressly disclaim and disavow 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 Property.

Section 1.11 Construction and Architectural Control of a Residence.

(a) Prohibited Changes to the Residential Common Elements. Without the prior written approval of the Master Association and the Residential Association, a Residence Owner may not change, remodel, decorate, destroy or improve the Residential Common Elements, or do anything to change the appearance of the Residential Common Elements.

(b) Prohibited Changes to a Residence. Except as set forth in the Master Declaration or Residential Declaration, without prior written approval of the Architectural Reviewer, a Residence Owner may not make structural alterations or modifications to a Residence, including any alteration, modification, change or improvement to or on any System serving more than such Residence. In addition to the requirement to obtain prior written consent from the Architectural Reviewer, and as a condition precedent to the Architectural Reviewer's granting approval of any alteration, modification, change, improvement, or work, each Residence Owner must deliver to the Architectural Reviewer plans and specifications in accordance with the Master Declaration and the Residential Declaration.

(c) Application for the Architectural Reviewer's Approval. As part of the application to the Architectural Reviewer for its written consent for any alteration or modification covered under this Section 1.11, an Owner/Residence Owner must submit to the Architectural Reviewer: (i) complete plans and specifications showing the nature, kind, shape, size, materials, colors, connection to Condominium systems and location for all proposed work; (ii) evidence that the Contractor has all required licenses and certifications required by any Legal Requirement; and (iii) any other information reasonably requested by the Architectural Reviewer. As set forth in the Master Declaration, the Architectural Reviewer has the power and authority to impose a fee for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of the Master Declaration. Further, any costs associated with the review of plans, specifications or other documents required by any third-party consultant will be billed back to the applicable Residence Owner, at cost.

(d) Construction Hours. Without the Architectural Reviewer's prior permission, no Contractor or any other Person may conduct any work in any Residence except between the hours of 8:30 a.m. and 5:00 p.m. on Business Days other than Holidays. This rule is intended to prevent

disturbances by construction-related utility cutoffs, noise, odors, workers and activity between 5:00 p.m. and 8:30 a.m. and on Saturday, Sunday or Holidays.

Section 1.12 Residence Owner Vehicle Restrictions.

(a) Authorized Vehicles. To be permitted within the Property, a vehicle must be operable and must display a current license tag and current inspection/registration stickers. For purposes of these Regulations, unless otherwise determined by the Master Association, permitted vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, SUVs and similar passenger vehicles not exceeding 18 feet in length, six feet eight inches in height and eight feet in width.

(b) Motorized Vehicle Prohibitions. Commercial vehicles, including trucks, trailers, or vans; recreational vehicles; buses; boats; water craft and machinery or equipment are prohibited on any portion of the Residential Condominiums. No vehicle shall be parked on any portion of the Amenity Areas without the prior written consent of the Hotel Unit Owner. Parking shall only be allowed in Designated Parking Spaces. Residence Owners and Residential Tenants of Estates Units may operate personal golf carts within the Estates Condominium but such personal golf carts are prohibited on any other portion of the Condominium. No Residence Owner or Residential Tenant of a Villa Unit is permitted to use or operate a golf cart within the Property.

(c) Proper Placement. Each vehicle must be parked straight-in (not angled or sideways), so that it does not occupy more than one space within the Designated Parking Spaces. Motorcycles or bicycles may not be chained to buildings, fences or any other part of the Property, unless designated for that purpose.

(d) Nuisances. Each vehicle must be muffled and must be maintained and operated to minimize noise, odor and emissions. The use of car horns is discouraged, except for the judicious use of a horn for right of way. Signs advertising a vehicle "for sale" are prohibited. No vehicle may be kept on the Property if the Hotel Unit Owner, Master Association, or the Residential Association deems it to be unsightly, inoperable, inappropriate or otherwise in violation of these Regulations.

(e) Fire Lanes; Obstructions. No vehicle may be parked in a manner that impedes or prevents ready access to the Property, driveways, the Designated Parking Spaces, or any other parking spaces. No Residence Owner's vehicle may obstruct the flow of traffic, constitute a nuisance or otherwise create a safety hazard. No vehicle may be parked, even temporarily, in spaces reserved for others, in fire lanes or in any area designated as "No Parking."

(f) Violations. A vehicle or non-motorized device in violation of these Regulations may be stickered, wheel-locked, barnacled, towed or otherwise ticketed or removed from the Property by the Hotel Unit Owner, Manager, or Residential Manager at the vehicle or non-motorized device owner's expense. The Board of Directors, the Master Association, the Residential Association, the Residential Board of Directors, all Owners, the Manager, the Residential Manager, Declarant, Residential Declarant, any manager of any other Unit and each of their respective successors, assigns and Designees expressly disclaim any liability for damage to vehicles occasioned by the exercise of these remedies.

Section 1.13 Pets in the Condominium.

(a) Subject to Regulations. Residence Owners may not keep or permit on the Property an animal of any kind, at any time, except a pet permitted by these Regulations, the Governing Documents and Legal Requirements. Pets may be kept only in Residences that are Residence Owner occupied. Notwithstanding the foregoing, Residential Tenants who qualify for a disability-related assistance animal

under the Fair Housing Act ("FHA"), and after following the required FHA promulgated processes and procedures for a request for a reasonable accommodation, submitting such request and supporting documentation to the Residential Association, and obtaining an approval for such request from the Residential Board of Directors, are permitted to have such assistance animal on the Property; provided however, such Residential Tenants are subject to these Regulations and any other restrictions and requirements regarding animals, as pets set forth herein, or as may be duly established by the Residential Board of Directors otherwise. Additionally, all pets must conform to any applicable Legal Requirements for animal care and control.

(b) Pet Agreement. Residence Owners must complete a pet registration agreement, in the form of the document attached as Attachment A to these Regulations, which must be filed with the Management Office immediately upon acquiring a pet or the Residence Owner occupying a Residence.

(c) Permitted Pets. A Residence Owner (but not a Residential Tenant) may keep in such Residence Owner's Residence up to two household pets (other than aquarium fish). Permitted house pets are limited to domesticated dogs, cats, caged birds and aquarium fish (such aquarium not to exceed 55 gallons of water unless otherwise approved by the Master Association and Residential Association in accordance with these Master Regulations). If required by any Legal Requirement, any such pet(s) must be appropriately vaccinated and licensed through the appropriate municipal or city department. Residence Owners may seek a variance to this Section 1.13(c) from the Master Association and the Residential Association pursuant to Section 1.2(b) of these Regulations.

(d) Prohibited Pets. No Residence Owner or any other Person may keep any dangerous or exotic animals, Pit Bull Terriers, American Staffordshire Terriers, Rottweilers, trained attack dog, any snake or arachnid or any other animal determined by the Residential Board of Directors in its sole discretion to be a potential threat to the well-being of people or other animals. No animal or pet may be kept, bred or maintained for any commercial purpose. Animals or pets belonging to Persons other than Residence Owners, such as guests, friends and relatives are prohibited from being in or on the Property, even for short visits or temporary stays unless (i) the owner of such animal or pet has completed a pet registration agreement, in the form substantially similar to the document attached as Attachment A to these Regulations, and such pet registration agreement has been filed with the Management Office and the owner of such animal or pet provided all other reasonably requested information regarding the animal or pet; and (ii) such animal or pet at all times complies with the limitations and regulations set forth in this Section 1.13. The Residential Board of Directors reserves the right to restrict the size or breed of a pet based on the well-being of people or other animals.

(e) Indoors/Outdoors. A Residence Owner's permitted pet must be maintained inside a Residence.

(f) Leashes. Pets must be leashed or carried while in any portion of the Property outside of the Residences. Pets may not be leashed to a stationary object on any portion of the Property outside of the Residences. No pet is allowed in any of the Amenity Areas other than any dog park that is part of the Amenity Areas.

(g) Disturbance. Pets must be kept in a manner that does not disturb another Residence Owner's peaceful enjoyment of such Residence Owner's Residence or any Person elsewhere on the Property, outside of the Residences. No pet may be permitted to bark, howl, whine, screech or make other loud noises for a period of more than ten consecutive minutes or more than 15 times within a ten minute period, or to create a nuisance, odor, unreasonable disturbance or noise.

(h) Damage. Each Residence Owner is responsible for any property damage, injury or disturbance such Residence Owner's pet may cause or inflict and must compensate any person injured or otherwise damaged by such Residence Owner's pet. A Residence Owner who keeps a pet at the Condominium **will indemnify and agrees to hold harmless the Board of Directors, the Master Association, the Residential Association, the Residential Board of Directors, all other Owners/Residence Owners, all other Tenants, all Residential Tenants, the Manager, the Residential Manager, Declarant, Residential Declarant, any manager of any other Unit and each of their respective successors, assigns or Designees from any loss, claim or liability of any kind or character whatever resulting from any action of such Residence Owner's pet or arising by reason of keeping or maintaining the pet at the Condominium.**

(i) Dog Walk and Pooper Scooper. Residence Owner's must ensure that pets use only designated areas to relieve themselves. Residence Owners are responsible for the removal of pet wastes from the Property. The Master Association and the Residential Association may levy a fine or take other action against a Residence Owner each time feces or urine are discovered on any portion of the Property outside of the Residences and are attributed to an animal in the custody of such Residence Owner.

(j) Removal. If a Residence Owner or such Residence Owner's pet violates these Regulations, the Residence Owner or Person having control of the animal may be given a written notice by the Master Association or the Residential Association to correct the problem. After the first written warning, fines will be levied in accordance with the fining policy set forth in Section 2.2 of these Regulations. If violations occur repeatedly, or if the Residential Board of Directors determines, in its sole discretion, that any pet is dangerous or poses a threat to the safety of any Person, the Residence Owner, upon written notice from the Master Association or the Residential Association, shall be required to remove the pet. Each Residence Owner agrees to permanently remove the violating animal of such Residence Owner from the Property within ten days after receipt of such removal notice.

(k) Compliance. To the extent mandated by Legal Requirements, disabled Residence Owners who are unable to comply with these Regulations because of their disability shall receive a variance from the Master Association and the Residential Association.

(l) Staff. Unless in connection with the rendering of concierge services, the staff of the Condominium is prohibited, while on duty, to walk or care for pets. Owners are requested not to ask the staff to assist them with their pets. Emergency situations requiring staff assistance will be left to the sole discretion of the Residential Manager.

Section 1.14 Miscellaneous.

(a) Mailing Address. An Owner/Residence Owner who receives mail at an address other than the address of such Owner's Unit or such Residence Owner's Residence is responsible for maintaining with the Master Association or the Residential Association, as applicable, such Owner/Residence Owner's current mailing address. An Owner/Residence Owner who changes such Owner's/Residence Owner's name or mailing address must notify the Master Association or the Residential Association, as applicable, in writing within ten days after the change. Notifications of change of name or change of address should be clearly marked as such. All notices required to be sent to Owners/Residence Owners by the Governing Documents will be sent to an Owner's/Residence Owner's most recent address as shown on the records of the Master Association or the Residential Association. If an Owner/Residence Owner fails to provide a forwarding address, the address of such Person's Unit/Residence is deemed effective for purposes of delivery.

(b) No Waiver. The failure of the Master Association or the Residential Association to enforce a provision of these Regulations does not constitute a waiver of the right of the Master Association or the Residential Association to enforce such provision in the future or to treat Owners differently in enforcing these Regulations.

(c) Severability. If any term or provision of these Regulations is held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding will not affect any other term or provision of these Regulations.

(d) Amendment of Regulations. These Regulations may be revised, replaced, amended or supplemented by the Master Association. Upon any such revision, a copy of the revisions will be delivered to each Owner/Residence Owner. Owners/Residence Owners are urged to contact the Management Office to verify the version of these Regulations currently in effect on any matter of interest. These Regulations will remain effective until ten days after the Master Association delivers to each Owner/Residence Owner, or publishes and distributes in a Master Association newsletter or other community-wide publication, notice of amendment to, or revocation of, these Regulations.

(e) Complaints. Any complaints about violations of these Regulations shall be made in writing to the Master Association and to the Residential Association, and shall identify the type of infraction and the date of infraction and must be signed by the witness to the infraction.

(f) Other Rights. These Regulations are in addition to all rights of the Master Association and the Residential Association under the other Governing Documents and the laws of the State of Texas.

(g) Release. Although all Residence Owners are required to sign releases of liability releasing and holding harmless the Board of Directors, the Master Association, the Residential Association, the Residential Board of Directors, all other Owners/Residence Owners, all other Residential Tenants, the Manager, the Residential Manager, Declarant, Residential Declarant, any manager of any other Unit and each of their respective successors, assigns or Designees from any and all liability, claims, losses and actions arising out of or in connection with the use of any amenity Areas, the mere ownership or occupancy of a portion of a Residence, or use of the Amenity Areas, in and of itself, by any Person shall constitute a full and complete release and indemnification of the Board of Directors, the Master Association, the Residential Association, the Residential Board of Directors, all other Owners/Residence Owners, all other Tenants, any other Residential Tenants, the Manager, the Residential Manager, Declarant, Residential Declarant, any manager of any other Unit and each of their respective successors, assigns or Designees arising out of and in connection with any such activities. **The Board of Directors, the Master Association, the Residential Association, the Residential Board of Directors, all other Owners, the Manager, the Residential Manager, Declarant, Residential Declarant, any manager of any other Unit and each of their respective successors, assigns and Designees expressly disclaim and disavow any and all representations or warranties, expressed or implied, including any warranty of fitness or safety for any particular purpose, relative to any of the Amenity Areas, Common Elements, or Residential Common Elements or any property associated with the Amenity Areas, Common Elements, or Residential Common Elements.**

(h) Risk. Each Residence Owner and any other Person uses the Amenity Areas, the Common Elements, any Residential Common Elements and such Person's Residence at such Person's own risk. The Amenity Areas, the Common Elements, Residential Common Elements and the Amenity Areas are unattended and unsupervised. Each Residence Owner and any other Person is solely responsible for such Residence Owner's, guests of Residence Owners or Person's own safety. **The Board of Directors, the Master Association, the Residential Association, the Residential Board of**

Directors, the other Owners, the Manager, the Residential Manager, Declarant, Residential Declarant, any manager of any other Unit and each of their respective successors, assigns or Designees disclaim any and all liability or responsibility for property damage, injury or death occurring from use of the Amenity Areas, the Common Elements, Residential Common Elements and the Amenity Areas.

ARTICLE II

Rules Governing Assessment Collection and Fining

Section 2.1 Assessment Collection Rules and Procedures.

To the extent permitted by the Legal Requirements, and pursuant to the Act:

(a) **Due Date.** An Owner/Residence Owner will timely and fully pay all Assessments and Residential Assessments in accordance with the provisions of the Governing Documents and the Residential Governing Documents. Monthly Assessments and Monthly Residential Assessments are due and payable on the first calendar day of each month pursuant to the Master Declaration and the Residential Declaration, or on such other date as may be established by the Associations.

(b) **Delinquent.** Any Assessment or Residential Assessment that is not fully paid when due is delinquent. When Assessments or Residential Assessments of an Owner/Residence Owner become delinquent, the delinquency status of an Owner/Residence Owner remains until all outstanding Assessments and Residential Assessments are paid in full. The defaulting Owner/Residence Owner is liable to the Associations for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, administrative fees and other reasonable costs and attorneys' fees incurred by the Associations in collecting the delinquent Assessments and delinquent Residential Assessments.

(c) **Late Fees and Interest.** If either of the Master Association or the Residential Association, whichever is applicable, do not receive full payment of an Assessment or a Residential Assessment which is due and owing by 5:00 p.m. on the fifth calendar day following the due date, the Associations may charge the delinquent Owner/Residence Owner a late fee in the amount of at least \$150.00 and collect interest on the delinquent Assessment amount at the Past Due Rate until the delinquency is paid in full.

(d) **Insufficient Funds.** The Master Association or the Residential Association may levy a charge in the amount of at least \$50.00 or the actual bank charge, whichever is greater, against an Owner/Residence Owner if the check on which payment is made is returned to the Master Association or the Residential Association marked "insufficient funds" or the equivalent. Until the Master Association or the Residential Association receives payment in full, the Master Association or the Residential Association may collect interest at the Past Due Rate on unpaid amounts.

(e) **Delinquency Notices.** If the Master Association or the Residential Association has not received full payment of an Assessment or a Residential Assessment by the due date, the Master Association or the Residential Association may send one or more written notices of nonpayment to the defaulting Owner/Residence Owner stating the delinquent amount. Such delinquency-related correspondence may state that if full payment is not timely received, the Master Association or the Residential Association may pursue any or all of their respective remedies under the Governing Documents and the Residential Governing Documents or state law at the sole cost and expense of the defaulting Owner/Residence Owner.

(f) Collection by Master Association and the Residential Association's Attorney. After giving the Owner/Residence Owner notice of the delinquency, the Master Association or the Residential Association may refer the delinquent account to an attorney for collection. In that event, the defaulting Owner/Residence Owner will be liable to the Master Association or the Residential Association for its legal fees and expenses.

(g) Collection Agency. The Board of Directors and the Residential Board of Directors may employ or assign the delinquency to one or more collection agencies.

(h) Notification of Mortgagee. The Associations, may notify the Owner/Residence Owner's Mortgagee of the default in payment of any Assessment or any Residential Assessment.

(i) Notification of Credit Bureau. The Associations may file a report on the defaulting Owner/Residence Owner with one or more credit reporting services.

(j) Notice of Lien. The Master Association or the Residential Association may cause a notice of their respective assessment lien against the Unit/Residence to be publicly recorded. A copy of the notice of lien will be sent to the defaulting Owner/Residence Owner, and may be sent to its Mortgagee or its Residential Mortgagee.

(k) Right to Accelerate. If an Assessment or a Residential Assessment is payable in installments and if an Owner/Residence Owner defaults in the payment of any installment, the Master Association (with respect to an Assessment) and the Residential Association (with respect to a Residential Assessment) may declare such Assessment or such Residential Assessment in default and accelerate the due date on all remaining installments of that Assessment or that Residential Assessment.

(l) Notice to Owner/Residence Owner. A Special Assessment, Special Residential Assessment, Additional Assessment or Additional Residential Assessment payable in installments may be accelerated only after the Master Association (with respect to a Special Assessment or Additional Assessment) or the Residential Association (with respect to a Special Residential Assessment or Additional Residential Assessment) gives the Owner/Residence Owner at least 15 days prior notice of the default and the Master Association's or the Residential Association's intent to accelerate the unpaid balance if the default is not cured within such notice period.

(m) No Duty to Reinstate. Following acceleration of an Assessment or a Residential Assessment payable in installments, the Associations have no duty to reinstate the installment program upon payment by the Owner/Residence Owner of any delinquent installment.

(n) Foreclosure of Lien - Nonjudicially. The Board of Directors and the Residential Board of Directors may instruct an attorney, officer or agent of the Master Association or the Residential Association to notify the defaulting Owner/Residence Owner of the Master Association's or the Residential Association's intent to foreclose its assessment lien, to post the property for sale at public auction, and to conduct a public auction of the Units owned by such defaulting Owner/Residence Owner in accordance with the Act, the Governing Documents and the Residential Governing Documents and all other requirements of Texas law.

(o) Foreclosure of Lien- Judicially. The Associations may file suit against the Owner/Residence Owner for judicial foreclosure of their respective assessment lien. This action may be combined with a claim against the Owner/Residence Owner for recovery of a money judgment.

(p) Suit Against Owner/Residence Owner. Whether or not the Master Association or the Residential Association forecloses their respective assessment lien, the Board of Directors and the Residential Board of Directors may elect to file suit to recover any delinquent Assessments or Residential Assessments against the defaulting Owner/Residence Owner and the Owner/Residence Owner shall be personally liable for any judgment obtained by the Master Association or the Residential Association.

(q) Possession Following Foreclosure. If the Master Association or the Residential Association purchases Units/Residences at public sale, the Board of Directors or the Residential Board of Directors may immediately institute appropriate actions to recover possession of the Units/Residences.

(r) Application of Payments. All payments received by the Associations may be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose: (i) collection costs and attorneys' fees of the Master Association; (ii) fines due and payable to the Master Association; (iii) reimbursable expenses of the Master Association; (iv) late charges and interest due and payable to the Master Association; (v) delinquent Special Assessments or Additional Assessments; (vi) delinquent Monthly Assessments; (vii) current Special Assessments or Additional Assessments; (viii) current Monthly Assessments; (ix) collection costs and attorneys' fees of the Residential Association; (x) fines due and payable to the Residential Association; (xi) reimbursable expenses of the Residential Association; (xii) late charges and interest due and payable to the Residential Association; (xiii) delinquent Special Residential Assessments or Additional Residential Assessments; (xiv) delinquent Monthly Residential Assessments; (xv) current Special Residential Assessments or Additional Residential Assessments; and (xvi) current Monthly Residential Assessments.

(s) Form of Payment. The Associations may require that payment of delinquent Assessments and Residential Assessments be made only in the form of cash, cashier's check, or certified funds.

(t) Partial and Conditioned Payment. The Associations may refuse to accept partial payment (i.e. less than the full amount due and payable) and payments to which the payor attaches conditions or directions contrary to the Board of Directors or the Residential Board of Directors' policy for applying payments, which such conditions or directions shall not be binding on the Master Association or the Residential Association in any event. The Master Association's or the Residential Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Master Association or the Residential Association occurs when the Master Association or the Residential Association posts the payment to the Unit/Residence's account. If the Master Association or the Residential Association does not accept the payment at that time, it will promptly refund the payment to the payor. A payment that is not refunded to the payor within 30 days after being deposited by the Master Association or the Residential Association may be deemed accepted. The acceptance by the Master Association or the Residential Association of partial payment of delinquent Assessments or Residential Assessments does not waive the Master Association or the Residential Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations or its right to apply payments pursuant to any rights herein granted.

(u) Notice of Payment. If the Master Association or the Residential Association receives full payment of the delinquency after recording a notice of lien, the Master Association or the Residential Association (as applicable) will cause a release of notice of lien to be publicly recorded, a copy of which will be sent to the Owner/Residence Owner; provided, however, the Owner/Residence Owner prepays the reasonable cost of preparing and recording the release.

(v) Notification of Credit Reporting Agency. If the Master Association or the Residential Association receives full payment of the delinquency after reporting the defaulting Owner/Residence Owner to a credit reporting service, the Master Association or the Residential Association (as applicable) will report receipt of payment to that credit reporting service.

(w) Limited Right of Redemption. If the Master Association or the Residential Association buys a Unit/Residence at the non-judicial foreclosure sale of its assessment lien, the Master Association's ownership or the Residential Association's ownership of such Unit/Residence is subject to a right of redemption by the Owner/Residence Owner, as provided by the Act, the Master Declaration and the Residential Declaration.

(x) Waiver. Properly levied collection costs, late fees, and interest may not be waived by the Board of Directors or Residential Board of Directors, unless a majority of the Board of Directors or the Residential Board of Directors (as applicable) determines that extraordinary circumstances warrant an adjustment to the account, in which case the adjustment must be described in detail in the minutes of the Board of Directors or the Residential Board of Directors' meeting. Because of the potential for inadvertently causing a waiver of the provisions of this policy, the Board of Directors and the Residential Board of Directors will exercise extreme caution in granting adjustments to an Owner/Residence Owner's account.

Section 2.2 Fining Rules and Procedure.

(a) Policy. The Associations use fines to discourage violations of the Governing Documents and the Residential Governing Documents and to encourage present and future compliance when a violation does occur, not to punish violators or generate revenue for the Associations. The Associations will enforce this policy in accordance with Section 82.102 of the Act and applicable Legal Requirements.

(b) Owner/Residence Owners Liable. An Owner/Residence Owner is liable for fines levied by the Associations for violations of the Governing Documents or the Residential Governing Documents whether the Owner/Residence Owner commits the violation or Tenants, guests or other invitees of such Owner/Residence Owner commit the violation. Regardless of who commits the violation, the Associations will direct its communications to the Owner/Residence Owner, although the Associations may also send copies of its notices to the actual violator.

(c) Violation Notice. Before levying a fine, the Master Association or the Residential Association will give the Owner/Residence Owner a written violation notice and an opportunity for a hearing. The written violation notice will contain the following items: (i) the date the violation notice is mailed or prepared; (ii) a description of the violation; (iii) a reference to the rule being violated; (iv) a description of the action required to cure the violation; (v) the amount of the fine; (vi) a statement that not later than the 30th day after the date of the violation notice, the Owner/Residence Owner may request a hearing before the Board of Directors or the Residential Board of Directors to contest the fine; and (vii) the date the fine will be levied. Pursuant to Section 2.2(f) of these Regulations the Associations must give notice of a levied fine to the Owner/Residence Owner. A fine may be levied by Master Association or the Residential Association at the hearing described in Section 2.2(f) of these Regulations, at which the Owner/Residence Owner is actually present. If the fine is levied at the hearing, the Board of Directors or the Residential Board of Directors must state its decision to levy the fine and the fine amount, and then, no further notice is required to be sent to the Owner/Residence Owner concerning the fine amount.

(d) New Violation. If the Owner/Residence Owner was not given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months, the notice will state a specific date by which the violation must be cured to avoid the fine, if the violation is ongoing or continuous. If the violation is not ongoing, but is instead sporadic or periodic, the notice must state that any future violation of the same rule may result in the levy of a fine.

(e) Repeat Violation. In the case of a repeat violation, the notice will state that, because the Owner/Residence Owner was given notice and a reasonable opportunity to cure the same or a similar violation within the preceding 12 months, the fine for such violation attaches from the date of the repeat violation notice.

(f) Right to Hearing. Prior to commencement of the mediation and arbitration process provided in the Master Declaration for a Dispute or the Residential Declaration for a Residential Dispute, an Owner/Residence Owner has the right to request a hearing by the Board of Directors or the Residential Board of Directors in writing regarding the alleged breach of the Governing Documents or the Residential Governing Documents described in a violation notice described in Section 2.2(b) of these Regulations. The Board of Directors and the Residential Board of Directors has ten days after receiving such request from an Owner/Residence Owner to give the Owner/Residence Owner notice of the time, place and date of the hearing. The hearing must be scheduled for a date within 30 days from the date the Master Association or the Residential Association receives the Owner/Residence Owner's request and should be scheduled to provide a reasonable opportunity for both the Owner/Residence Owner and the Board of Directors or the Residential Board of Directors (as applicable) to attend. The Owner/Residence Owner's request for a hearing suspends only the levy of a fine. The hearing will be held in a closed or executive session of the Board of Directors or the Residential Board of Directors. At the hearing the Board of Directors or the Residential Board of Directors will consider the facts and circumstances surrounding the violation and the Owner/Residence Owner may attend in person, or may be represented by another person or written communication.

(g) Committee of Board of Directors. The Board of Directors and the Residential Board of Directors may appoint a committee comprised solely of directors to serve as the Board of Directors and the Residential Board of Directors at violation hearings. The Board of Directors and the Residential Board of Directors will be bound by the decision of their respective committee. Such a committee may be appointed on an ad hoc basis.

(h) Levy of Fine. Within 30 days after levying a fine outside of a hearing, the Associations must give the Owner/Residence Owner notice of the levied fine.

(i) Amount. The Associations may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Associations may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation and should be uniform for similar violations of the same provision of the Governing Documents and the Residential Governing Documents. Fines may include one-time, daily or other periodic amounts. The Master Association and the Residential Association will keep a record of the fine amounts and schedules adopted by the Board of Directors and the Residential Board of Directors which shall be kept in the records of either the Master Association or the Residential Association, as applicable.

(j) Type of Levy. Fines levied for repeat violations described in Section 2.2(e) of these Regulations may vary based on the frequency of such violations. If the repeat violation is ongoing or continuous, the fine may be levied on a periodic basis, including, but not limited to, a daily fine,

beginning on the date of the repeat violation notice. If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis.

(k) Collection of Fines. The Associations are not entitled to collect a fine from an Owner/Residence Owner to whom it has not given a violation notice and an opportunity to be heard. The Associations may not foreclose their respective assessment lien on a debt consisting solely of fines. The Associations may not charge interest or late fees for unpaid fines.

(l) Effective Date. These fining rules will become effective upon recordation of these Regulations in the Real Property Records of the County.

(m) Amendment of Policy. These fining rules will remain effective until ten days after the Master Association or the Residential Association delivers, or causes to be delivered, to an Owner/Residence Owner a notice of amendment to or revocation of these Regulations. The notice may be published and distributed in a newsletter or other community-wide publication circulated by either the Master Association or the Residential Association.

ARTICLE III

Utility Rules

Section 3.1 To the extent permitted by the Legal Requirements:

(a) Background. These utility shut-off rules are based on and subject to any applicable requirements of the Governing Documents and the Residential Governing Documents, the rules of the governing public utility commission for discontinuance of master-metered utilities, and any applicable state or local law. The Associations intends for these rules to comply with Legal Requirements relating to discontinuance of utilities to a Unit/Residence.

(b) Content of Notices. Before terminating a utility servicing a Unit/Residence, the Master Association or the Residential Association shall give three written notices to the Owner/Residence Owner. Two of those notices will also be given to the Tenant/Residential Tenant, if any. All notices will prominently display "UTILITY SHUT-OFF," "TERMINATION NOTICE," or similar language. All notices will also contain the following: (a) the amount of past due utility payments, plus all interest, late fees and collection costs thereon; (b) the form and place of payment; (c) the date by which payment must be received to avoid utility shut-off; (d) a statement that the utility will be shut-off on or after a stated date; and (e) the exact location where the Tenant/Residential Tenant or Owner/Residence Owner may go during normal working hours to make arrangements for payment of the delinquency and for reconnection of the Unit/Residence utility.

(c) First Notice. In addition to the above requirements, the first notice must invite the Owner/Residence Owner to a scheduled hearing before the Board of Directors or the Residential Board of Directors. The notice must state the time, date, and place of the hearing to which the Owner/Residence Owner is invited. The hearing date must be at least ten days after the date the notice is given.

(d) Hearing. Pending the hearing, the Master Association or the Residential Association may continue to exercise its other rights and remedies for collection of the delinquency, as if the declared default were valid. The invitation to a hearing suspends only the termination of service. The hearing will be held in a closed or executive session of the Board of Directors or the Residential Board of Directors and any audio or video recording of the hearing is prohibited without the prior written consent

of the Board of Directors or the Residential Board of Directors. At the hearing, the Board of Directors or the Residential Board of Directors will consider the facts and circumstances surrounding the delinquency. The Owner/Residence Owner may attend the hearing in person, or may be represented by another person or written communication. No audio or video recording of the hearing may be made. The minutes of the hearing must contain: (a) a copy of the invitation notice; (b) proof of delivery to the Owner/Residence Owner, or a statement by the person handling delivery of its time, date, and method; and (c) a statement of the results of the hearing. If the Owner/Residence Owner appears at the hearing, the notice requirements will be deemed satisfied.

(e) Second Notice. If full payment is not received by the date of the hearing, the Board of Directors or the Residential Board of Directors will give a second written notice to the Owner/Residence Owner and Tenant/Residential Tenant, if any. The second notice must be given at least five days before the scheduled shut-off.

(f) Third Notice. At least one day prior to the scheduled termination, the Board of Directors or the Residential Board of Directors will give a third and final written notice to the Owner/Residence Owner and Tenant/Residential Tenant, if any, if full payment has not been received. The third notice will contain the same information as the second notice.

(g) Delivery of Notices to Owner/Residence Owner. The Master Association or the Residential Association will deliver all three notices to such Owner/Residence Owner's Unit/Residence. If the Owner/Residence Owner lives at the Condominium, the notices may be hand-delivered to the Owner/Residence Owner or posted on the front door to the Owner/Residence Owner's Unit/Residence in a sealed envelope, provided the first notice is also sent by certified mail return receipt requested. Additional copies may be delivered by regular mail, e-mail, or fax transmission.

(h) Delivery of Notices to Owner/Residence Owner and Tenant/Residential Tenant. If the Unit/Residence is not occupied by the Owner/Residence Owner, the Master Association or the Residential Association will deliver copies of the second and third notices to the Owner/Residence Owner's Tenant/Residential Tenant. The notices may be hand-delivered to the Tenant/Residential Tenant or posted on the Unit/Residence door in a sealed envelope. Additional copies may be delivered by regular mail, e-mail, or fax transmission.

(i) Calculating Days. In calculating days, the day after the date on which a notice is post-marked or posted on the door, as the case may be, is deemed "Day One."

(j) Shut-Off Fees. At the time of the second notice, a charge of \$75.00 or more (the "Shut-Off Fee"), depending on the time and expense incurred by the Master Association or the Residential Association related to the shut-off will be assessed against the Owner/Residence Owner and such Owner/Residence Owner's Unit/Residence. To avoid the shut-off after the second notice is given, the Owner/Residence Owner must immediately pay all past due utility payments owed to the Master Association or the Residential Association, including the Shut-Off Fee. The Owner/Residence Owner solely bears the cost of discontinuing and restarting any Unit/Residence utility.

(k) Form of Payment. Payment to forestall a Unit/Residence utility shut-off or to restore service after a shut-off must be in the form of cash or a cashier's check, payable to the Master Association or the Residential Association, and received by the Master Association's Manager or designated officer or the Residential Association's Manager or a designated officer.

(l) Limitations on Disconnection. As a collection remedy, the Master Association and the Residential Association may not disconnect a Unit/Residence utility on a day, or on a day immediately

preceding a day, when authorized personnel of the Master Association or the Residential Association (as applicable) are not available to receive payment and reconnect service. Further, the Master Association and the Residential Association may not disconnect a Unit/Residence utility if the Master Association or the Residential Association (as applicable) has knowledge or reason to believe that the disconnection is likely to be life-threatening for an Owner/Residence Owner of the Unit/Residence.

Adopted by the unanimous consent of the Board of Directors on _____, 2025 pursuant to that certain Consent in Lieu of Directors Meeting executed by the Board of Directors.

**THE LANTANA MASTER CONDOMINIUM
ASSOCIATION, INC.,**
a Texas nonprofit corporation

By: _____
Name: _____
Title: _____

SUBSCRIBED AND SWORN BEFORE ME by _____, _____ of The Lantana Master Condominium Association, Inc., a Texas nonprofit corporation, for and on behalf of said entity on this _____ day of _____, 2025.

Notary Public in and for the State of Texas

My commission expires: _____

ATTACHMENT A

PET AGREEMENT

This Pet Agreement (this "Agreement") is executed as of _____, 20__, by and between _____ (the "Residential Manager") and _____ (the "Residence Owner").

RECITALS:

A. The Residence Owner is the owner of Residence ____ within The ____ at The Lantana Condominium (the "Condominium").

B. Pursuant to the Master Regulations, the Residence Owner is permitted to maintain domestic dogs, cats, caged birds or aquarium fish (the "Pet") within the Residence Owner's Residence and other specified areas on the Property (collectively, the "Designated Areas").

C. The Residence Owner and the Residential Manager now desire to enter into this Agreement for establishing rules and regulations governing Residence Owner's maintenance of any permitted Pet within the Designated Areas.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, Residence Owner hereby acknowledges and agrees that the Residence, Residence Owner and Residence Owner's Pet shall be subject to the following:

1. **Number and Size of Pet.** Residence Owner may maintain up to two Pets (other than aquarium fish) within the Residence Owner's Residence. Any permitted animal, older than six months in age, must be sterilized unless a qualified veterinarian certifies that the animal is too old or sick to undergo spay or neutering procedures. Pets belonging to Persons other than Residence Owners are prohibited, even for short visits or temporary stays. Residence Owner must be able to provide the Residential Manager with evidence of the above requirement if requested. If the Residence Owner is unable to comply with this Agreement due to disability, the Residence Owner shall receive a variance by the Master Association and the Residential Association pursuant to the Master Regulations. The Residential Manager shall require a written statement from a qualified professional verifying the need for a support animal by such disabled Residence Owner.

2. **Location.** A Residence Owner's permitted Pet must be maintained inside the Residence, and may not be outside a Residence except when the Residence Owner is present with the Pet. Pets are only permitted in the Designated Areas and are not permitted in the Amenity Areas. Permitted cats and dogs are required to wear identification collars, and must be leashed or carried, but are prohibited from being leashed to stationary objects, while in any portion of the Property outside of the Residences. This Section 2 expressly does not apply to any dog park that is part of the Amenity Areas.

3. **Disturbance.** The maintenance of the Residence Owner's Pet: (a) must comply with all rules and orders adopted from time to time, including mandatory micro chipping (the "Ordinance"); (b) may not disturb another Owner or any Person elsewhere on the Property, outside of the Residence; and (c) may not be permitted to bark, howl, whine screech or make other loud noises for extended or repeated periods not to exceed ten minutes, create a nuisance, odor, or create any other unreasonable disturbance.

4. **Pet Waste Removal.** As described in the Ordinance, the Residence Owner is required to immediately remove any feces created by their Pet on any portion of the Property outside of the

Residence, and must possess a device for the safe and sanitary removal and disposal of Pet feces when Pets expel waste in the designated areas on the Property. The Master Association and the Residential Association may levy a fine or take other action against a Residence and its Residence Owner each time feces or urine are discovered on Property outside of the Residence and are attributed to the Pet in the custody of that Residence Owner.

5. **Liability.** The Residence Owner shall have the sole responsibility for maintaining and insuring its Pet in accordance with the Ordinance. THE RESIDENCE OWNER HEREBY INDEMNIFIES AND AGREES TO DEFEND AND HOLD HARMLESS THE BOARD OF DIRECTORS, THE MASTER ASSOCIATION, THE RESIDENTIAL ASSOCIATION, THE RESIDENTIAL BOARD OF DIRECTORS, ALL OTHER OWNERS, ALL OTHER TENANTS, ANY OTHER RESIDENTIAL TENANTS, THE MANAGER, THE RESIDENTIAL MANAGER, DECLARANT, ANY MANAGER OF ANY OTHER UNIT OWNER AND EACH OF THEIR RESPECTIVE ASSIGNS, SUCCESSOR AND DESIGNEES FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, SUITS, JUDGMENTS, DAMAGES, COSTS AND EXPENSES (INCLUDING ATTORNEY FEES AND COURT COSTS) ARISING FROM BODILY INJURY (INCLUDING, WITHOUT LIMITATION, MENTAL ANGUISH, EMOTIONAL DISTRESS AND DEATH) AND/OR LOSS OR DAMAGE TO PROPERTY SUFFERED OR INCURRED BY ANY SUCH OWNER OR ANY FAMILY MEMBER, GUEST OR INVITEE OF OWNER, TENANT OR RESIDENTIAL TENANT OF SUCH RESIDENCE, CAUSED BY OWNER'S PET OF ANY RESIDENCE OWNER WHETHER CAUSED OR ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF SUCH INDEMNIFIED PARTIES.

6. **Residential Governing Documents.** This Agreement shall be subject in all respects to the provisions of the Residential Governing Documents. Any failure by Residence Owner to comply with the terms and provisions of this Agreement shall be and constitute a violation of the Residential Governing Documents.

7. **Definitions.** Those capitalized terms not expressly defined herein have the same meaning as defined in the Regulations for The Lantana Master Condominium (the "Master Regulations") and all amendments thereto.

8. **Commencement of Pet Agreement.** The Residence Owners may not keep or permit on the Property an animal of any kind, at any time, without completing this Agreement upon acquiring a Pet or the Owner occupying a Residence with a Pet. The Residence Owner may not substitute any other animal for the one described in this Agreement. The Residence Owner may not harbor any Pets that are not registered or permitted by this Agreement. No Pet may be kept, bred or maintained for any commercial purposes.

Animal name: _____

Type: _____

Breed: _____

Color: _____ Weight: _____

Age: _____ Sex: _____

License no.: _____

Current Shot Certificate (on file)? Yes _____ No _____

Veterinarian: _____

Address: _____

Phone: _____

Animal name: _____

Type: _____

Breed: _____

Color: _____ Weight: _____

Age: _____ Sex: _____

License no.: _____

Current Shot Certificate (on file)? Yes _____ No _____

Veterinarian: _____

Address: _____

Phone: _____

EXECUTED as of the date first above

RESIDENCE OWNER:

By: _____

Name: _____

Title: _____

RESIDENTIAL MANAGER:

By: _____

Name: _____

Title: _____