

RULES OF DESERT OFFICE GARDEN SUITES

These Rules apply to the Units and the Common Elements of DESERT OFFICE GARDEN SUITES (the "Condominium"). By owning and/or occupying a Unit in the Condominium, each Unit Owner and Occupant agrees to abide by these Rules, as well as the obligations of Unit Owners and occupants provided in the Declaration and Bylaws of the Condominium.

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

SECTION 1. COMPLIANCE

- 1.1 **Compliance.** Each Unit Owner and Occupant shall comply with the provisions of the Governing Documents as any of these may be revised from time to time. Each Unit Owner, additionally, shall be responsible for compliance with the Governing Documents by the Occupants of such Unit Owner's respective Unit, and his or their respective invitees, tenants, agents, employees or contractors. Use of "Unit Owner" or "Occupant" in these Rules shall be deemed to include and apply to the Unit Owner and to all persons for whom Unit Owner is responsible. Unit Owner should contact the Board if he has a question about these Rules.
- 1.2 **Additional Rules.** Each Unit Owner and/or Occupant shall comply with all rules and signs posted from time to time by the Association. Such posted rules are incorporated in these Rules by reference. Each Occupant shall comply with notices communicated by the Association, from time to time, in the nature of seasonal or temporary rules, or notice of a change affecting use of the Condominium. Such temporary rules are incorporated in these Rules by reference.
- 1.3 **Waiver.** Certain circumstances may warrant waiver or variance of these Rules. Unit Owner must make written application to the Board for such waiver or variance. If the Board deems the waiver or variance warranted, the Board may condition its approval, which must be in writing to be effective.

SECTION 2 - OBLIGATIONS OF UNIT OWNERS AND OCCUPANTS

- 2.1 **Safety.** Each Unit Owner and/or Occupant is solely responsible for his own safety and for the safety, well-being and supervision of his employees, clients or guests and any person to whom the Unit Owner or Occupant has a duty of care, control or custody.
- 2.2 **Damage.** Each Unit Owner is responsible for any loss or damage to his personal property, his Unit, other Units, the personal property of other Occupants or their guests, or to the Common Elements and improvements, if such loss or damage is caused by the Unit Owner or by any person for whom the Unit Owner is responsible, including, without limitation, any Occupants of such Unit Owner's Unit.

- 2.3 **Association Does Not Insure.** Each Unit Owner and/or Occupant is solely responsible for insuring his personal property in his respective Unit and on the Common Elements, including his furnishings, automobile and items kept in storage areas provided by the Association. Personal property placed in any Unit, or on the Common Elements shall be placed therein/thereon, solely at the risk of the Unit Owner or Occupant of such Unit, or the Unit Owner of such personal property. The Association urges Unit Owners and Occupants to purchase insurance on their personal belongings.
- 2.4 **Risk Management.** Nothing shall be done or kept in any Unit or in the Common Elements, including, without limitation, in the Limited Common Elements allocated to any Unit, which will increase the rate of insurance of the Condominium, without the prior written consent of the Board. No Unit Owner or Occupant shall permit anything to be done or kept in his Unit or in the Common Elements, including, without limitation, the Limited Common Elements allocated to such Unit, which will result in the cancellation of insurance on the Condominium, or contents thereof, or which would be in violation of any law.
- 2.5 **Reimbursement for Enforcement.** A Unit Owner shall promptly reimburse the Association for any expenses incurred by the Association in enforcing the Governing Documents against such Unit Owner, his Unit or persons for whom such Unit Owner is responsible.
- 2.6 **Reimbursement for Damage.** An Unit Owner, or Occupant of any Unit, as applicable, shall promptly reimburse the Association for the cost of damage to the Condominium caused by the negligent or willful conduct of the Unit Owner or Occupant, as applicable, and such Unit Owner's or Occupant's guests, clients, lessees or any other persons for whom the Unit Owner or Occupant is responsible.

SECTION 3 - OCCUPANCY STANDARDS

- 3.1 **Numbers.** A Unit may not be used more full-time or part-time employees or occupants than allowed by the Building Code.
- 3.2 **Lease.** A Unit may not be leased by the Unit Owner to a third party for any purposes other than uses which are permitted by the Governing Documents.
- 3.3 **Written Leases.** Each lease must be in writing, and a copy thereof shall be provided to the Board. Each lease shall provide, that non-compliance with these Rules shall be an event of default thereunder. Each such lease shall have attached thereto, a copy of these Rules, as amended from time to time, together with an acknowledgement signed by the "tenant" or "lessee" under such lease, substantially in the following form:

I acknowledge having received a copy of the Rules of DESERT OFFICE GARDEN SUITES. I further acknowledge that I am bound to follow all of the foregoing rules, as the same may be amended from time to time by the Board of Directors of DESERT OFFICE GARDEN SUITES UNIT OWNERS' ASSOCIATION, and that my failure to abide by the Rules of DESERT OFFICE GARDEN SUITES shall constitute an event of default under my lease.

Name: _____
Signature: _____
Date: _____



3.4

Assignment of Right to Evict. Each Unit Owner assigns to the Board his respective right to prosecute a forcible detainer and/or forcible entry and detainer action against any of his lessees and/or tenants for such lessee's and/or tenant's non-compliance with these Rules. However, nothing herein shall be construed as creating an obligation on the Board to pursue any such action.

SECTION 4 - GENERAL USE AND MAINTENANCE OF UNIT

- 4.1 **Use.** All Units and the Common Elements shall be used only for any purposes set forth in Article 7 of the Declaration.
- 4.2 **Annoyance.** No Unit may be used in any way that: (i) may reasonably be considered noxious, offensive, annoying or dangerous to occupants of neighboring Units; (ii) may be calculated to reduce the desirability of the Condominium as an office community; (iii) may endanger the health or safety of other occupants; or (iv) may violate any law or any provision of the Governing Documents. Without limitation, the following items shall be considered noxious, offensive, annoying or dangerous: offensive or strong odors, continuous, repeated, loud or annoying sounds or music, discharge of firearms, accumulations of trash, religious decorations and bright outdoor lights directed toward neighboring Units, long-term parking of vehicles or the Limited Common Elements allocated to such Unit, violation of restrictions as to use and occupancy as are set forth in this Article, and any other conduct, activity or use which would otherwise meet the definition of a "nuisance" or "public nuisance" under common law or applicable governmental zoning and ordinances, laws and regulations.
- 4.3 **Maintenance.** Each Unit Owner, at his sole cost and expense, shall maintain his Unit and keep it in good repair, including the inner, finished surfaces of the Unit's perimeter walls, floors and ceilings. Except for non-structural interior improvements, no Unit Owner or Occupant shall modify, expand or add to its respective Unit, except upon prior written consent of the Board.

Except as set forth in Section 7.1(t) of the Declaration, no Unit Owner or Occupant shall conduct any maintenance, changes, modifications or additions to the exterior of any Unit, including by way of example and not limitation, painting of exterior trim or surfaces, building of new fences or walls, restuccoing or addition of fixtures, shall be allowed except with advance written permission of the Board and except if such action complies with the provisions of the Governing Documents.

Without limitation on the foregoing, No Unit Owner or Occupant shall conduct, or permit any of its agents, employees, contractors, invitees or lessees to conduct any activity on or in any Unit, or on or in any of the Common Elements, including, without limitation, the Limited Common Elements, which will impair the structural integrity of the Condominium, which will jeopardize the soundness of the same and the safety thereof, which would structurally change the Condominium, except as is otherwise provided herein, or which would reduce the value of or impair easements, servitude, rights, privileges or hereditaments belonging to or in any way appertaining to the Condominium.

- 4.4 **Exterior/Storage Areas.** Each Unit Owner shall keep his Unit, including all exteriors, entryways, doors, overhead doors, and outside storage areas, in a good state of cleanliness and repair, as determined by the Board.
- 4.5 **Glass.** Each Unit Owner, at his sole cost and expense, shall promptly repair and replace any broken or cracked glass (whether interior or exterior panes) in the windows and doors of such Unit Owner's Unit or any Limited Common Element assigned to such Unit.
- 4.6 **Air Conditioning Equipment.** Each Unit Owner, at his sole cost and expense, shall maintain, repair and replace the heating and cooling equipment/system serving his Unit, including the associated air handlers, condensing units, refrigerant lines, duct work and vents.
- 4.7 **Roof and Roof Structure.** Each Unit Owner and/or Occupant shall refrain from placing any items or equipment, excluding the planned HVAC equipment, on top of the roof or his Unit or on top of the roof of any other Unit or any other building which is part of the Condominium without the prior written consent of the Board. Likewise, without the prior written consent of the Board, each Unit Owner and/or Occupant shall refrain from adding any loads to the roof structure by hanging any equipment from the roof structure.
- 4.8 **Demising Walls.** Any Unit Owner that owns more than one adjoining Units shall not remove or substantially alter any demising wall(s) between such Units without the prior written consent of the Board.
- 4.9 **Combustibles.** A Unit Owner shall not store or maintain anywhere on the Condominium (including within a Unit) explosives or materials which are deemed hazardous by the Board.
- 4.10 **Report Malfunctions.** Each Unit Owner and/or Occupant shall immediately report to the Board his discovery of any leak, break or malfunction in any portion of his Unit or the adjacent Common Elements for which the Association has a maintenance responsibility. The failure to promptly report a problem may be deemed negligence by the offending Unit Owner or Occupant, as applicable, who may be liable for any additional damage caused by the delay.
- 4.11 **Utilities.** Each Unit Owner shall endeavor to conserve the use of utilities furnished through the Association, including water consumption within his Unit.
- 4.12 **Frozen Water Pipes.** It is the duty of every Unit Owner and Occupant to protect water lines from freezing during winter months. Between November 1 and March 25 of any year, no Unit may be left unheated. During periods of anticipated below-freezing temperatures, water lines in exterior walls should be allowed to drip continuously, and cabinets enclosing plumbing lines should be left ajar. Failure by a Unit Owner or Occupant to monitor the local weather and take appropriate precautions shall be deemed negligence.
- 4.13 **Parking.** One covered parking space shall be assigned and designated solely for the use of a Unit Owner or its designee. All other covered parking spaces are subject to lease on terms and at rates established by the Board for the exclusive use of individual Unit Owners and their tenants on a first-come, first-served basis. The Association may

designate "visitor only", "delivery only", and "handicapped parking" spaces by appropriate signage. No Unit Owner or Occupant shall ever park in any such designated spaces, without appropriate authorization. Only visitors, parties making deliveries or handicapped persons, as appropriate, shall be permitted in such designated spaces. No Unit Owner or Occupant shall park directly in front of any such designated spaces, and, no Unit Owner or Occupant shall park in such a manner as to block the entry to any Unit other than his own. If an Unit Owner or Occupant, as applicable, is engaged in an extraordinary activity or event that will result in deliveries to his Unit between 8:00 a.m. and 6:00 p.m. on any day or the week other than Sunday then such Unit Owner or Occupant must obtain the prior written consent of the Board before such extraordinary activity or event is held, which consent shall not be unreasonably withheld, conditioned or delayed.

- 4.14 **Deliveries.** No Unit Owner or Occupant shall allow deliveries to his Unit by semi-trailer truck or by any vehicle larger than a delivery van or pick-up truck during 10:00 a.m. until 3:00 p.m., Monday through Friday.
- 4.15 **Storage.** A Unit Owner shall not store any items, temporarily or otherwise, outside of his Unit except in areas of the Common Elements previously designated in writing for such storage by the Declaration or by the Association.
- 4.16 **Construction or Offsite Refuse or Trash.** A Unit Owner shall not place trash or refuse from construction or remodeling in the interior or his Unit in the dumpsters. A Unit Owner shall not place trash or refuse generated outside the Condominium in the dumpsters.
- 4.17 **Odors.** A Unit Owner shall not engage any activity in his Unit that generates noxious odors that can be detected in other Units.
- 4.18 **No Obstruction of Common Elements.** There shall be no obstruction of the Common Elements, except as expressly provided herein. Each Unit Owner and Occupant shall be responsible for keeping the Limited Common Elements allocated to such Unit, and such Unit free from rubbish, debris, junked or stored vehicles, and other unsightly materials. No inoperative vehicles or large unsightly equipment shall be allowed to be parked on the Common Elements, including, without limitation the Limited Common Elements allocated to any Unit longer than a 72-hour period.

Notwithstanding anything herein to the contrary, until Declarant has fully exercised all of its Development Rights and Special Declarant Rights, the Declarant shall have the right to utilize the Common Elements for construction purposes, and may store and utilize equipment and materials thereon. Declarant may, during exercise of Declarant's Development Rights and Special Declarant Rights, perform any act reasonably necessary or proper relative to performance of such rights, without exception.

SECTION 5 - GENERAL USE & MAINTENANCE OF COMMON ELEMENTS

- 5.1 **Intended Use.** Every area and facility in the Condominium may be used only for its intended and obvious use. For example, walkways, stairways, sidewalks, and driveways are to be used exclusively for purposes of access and not for social congregation or recreation without the express permission of the Board as provided in Section 5.2 below.

- 5.2 **Grounds.** Unless the Board designates otherwise, no Unit Owner or Occupant may use or modify the landscaped areas, lawns, beds and plant materials on the Common Elements. The following are expressly prohibited: digging, planting, pruning and climbing. Upon approval by the Board, areas constituting Common Elements may be reserved for exclusive use for special functions at any time by a Unit Owner or Occupant. The Board may condition such exclusive reservation on the applying Unit Owner or Occupant providing (i) adequate proof of insurance, (ii) a security deposit, (iii) a limit on the number of invitees and guests, and (iv) similar assurances and precautions.
- 5.3 **Abandoned Items.** No item or object of any type shall be stored, placed or maintained anywhere on the Common Elements, including entryways, driveways, sidewalks, or parking lots, except by the Board or with the prior written consent of the Board. Items of personal property found on the Common Elements are deemed abandoned and may be disposed of by the Board.
- 5.4 **Stored Items.** If the Association provides storage areas for use by Unit Owners or Occupants, the Association shall not be responsible for items stored there by any Unit Owner or Occupant, who shall be solely liable at all times for their personal property and the repair and maintenance of such storage areas.

SECTION 6 - COMMUNITY ETIQUETTE

- 6.1 **Courtesy.** Each Unit Owner and Occupant shall endeavor to use his Unit and the Common Elements in a manner calculated to respect the rights and privileges of all other Unit Owners and Occupants.
- 6.2 **Annoyance.** Each Unit Owner and Occupant shall avoid doing or permitting anything to be done that will annoy, harass, embarrass or inconvenience other Unit Owners and Occupants, and their respective guests.
- 6.3 **Noise and Odors.** Each Unit Owner and Occupant shall exercise reasonable care inside and outside his Unit to avoid making or permitting to be made loud, disturbing or objectionable noises or noxious odors that are likely to disturb occupants of other Units.
- 6.4 **Reception Interference.** Each Unit Owner and Occupant shall avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic or electronic reception on the Condominium.
- 6.5 **No Personal Service.** The Association's employees and agents are not permitted or authorized to render personal services to Unit Owners and/or Occupants. Each Unit Owner and Occupant agrees that the Association is not responsible for any item or article left with or delivered to the Association's employees or agents on behalf of such Unit Owner or Occupant.
- 6.6 **Compliance with Law/Hazardous Materials.** All Unit Owners and Occupants, at their respective sole expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities pertaining to such Unit Owner's and/or Occupant's Unit Ownership, use, occupancy, management and/or control of its respective Unit, including without limitation, the Americans with Disabilities Act, as amended, and with any recorded covenants,

conditions and restrictions, regardless of when they become effective, including, without limitation, all applicable federal, state and local laws, regulations or ordinances pertaining to air and water quality, Hazardous Materials (as hereinafter defined), waste disposal, air emissions and other environmental, health and safety, zoning and land use matters, and with any directive or order of any public officer or officers, or any insurance carrier, underwriter's association or similar authority pursuant to law, which impose any duty upon any Unit Owner and/or Occupant with respect to such Unit Owner's and/or Occupant's Unit Ownership; use, occupancy, management and/or control of such Unit.

EACH UNIT OWNER AND OCCUPANT SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS THE DECLARANT, THE ASSOCIATION AND/OR THE BOARD, AS APPLICABLE, FROM AND AGAINST ANY AND ALL LIABILITY, LIENS, CLAIMS, DEMANDS, DAMAGES, EXPENSES, FEES, COSTS, FINES, PENALTIES, SUITS, PROCEEDINGS, ACTIONS AND CAUSES OF ACTION OF ANY AND EVERY KIND AND NATURE ARISING OR GROWING OUT OF OR IN ANY WAY CONNECTED WITH SUCH UNIT OWNER'S AND/OR OCCUPANT'S UNIT OWNERSHIP, USE, OCCUPANCY, MANAGEMENT OR CONTROL OF ITS RESPECTIVE UNIT, BY SUCH UNIT OWNER OR OCCUPANT, THEIR AGENTS, EMPLOYEES, CONTRACTORS, INVITEES AND/OR LESSEES. WITHOUT LIMITATION ON THE FOREGOING, EACH UNIT OWNER AND OCCUPANT SPECIFICALLY AGREES THAT IT SHALL INDEMNIFY, DEFEND AND HOLD DECLARANT, THE ASSOCIATION, AND/OR THE BOARD, AS APPLICABLE, HARMLESS FROM ANY AND ALL CLAIMS, JUDGMENTS, DAMAGES, PENALTIES, FINES, COSTS, LIABILITIES OR LOSSES (INCLUDING, WITHOUT LIMITATION, DIMINUTION IN VALUE OF THE CONDOMINIUM, DAMAGES FOR THE LOSS OR RESTRICTION ON USE OF SALABLE OR USABLE SPACE OF ANY PORTION OF THE CONDOMINIUM, INCLUDING, WITHOUT LIMITATION, THE COMMON ELEMENTS AND/OR THE LIMITED COMMON ELEMENTS ALLOCATED TO ANY UNIT, AND SUMS PAID IN SETTLEMENT OF CLAIMS, ATTORNEYS' FEES, CONSULTANT FEES AND EXPERT FEES) WHICH ARISE DURING OR AFTER SUCH UNIT OWNER'S AND/OR OCCUPANT'S UNIT OWNERSHIP, USE, OCCUPANCY, MANAGEMENT AND/OR CONTROL OF ITS UNIT AS A RESULT OF ANY BREACH BY SUCH UNIT OWNER AND/OR OCCUPANT, THEIR RESPECTIVE AGENTS, EMPLOYEES, CONTRACTORS, INVITEES AND/OR LESSEES UNDER THIS SECTION 6.6, OR ANY CONTAMINATION OF ANY PORTION OF THE CONDOMINIUM, INCLUDING, WITHOUT LIMITATION, SUCH UNIT OWNER'S AND/OR OCCUPANT'S UNIT, THE COMMON ELEMENTS AND/OR THE LIMITED COMMON ELEMENTS ALLOCATED TO ANY UNIT, OR NEIGHBORING PROPERTIES RESULTING FROM THE PRESENCE OF HAZARDOUS MATERIALS ON OR ABOUT SUCH UNIT OWNER'S AND/OR OCCUPANT'S UNIT, THE COMMON ELEMENTS AND/OR THE LIMITED COMMON ELEMENTS ALLOCATED TO ANY UNIT CAUSED OR PERMITTED BY SUCH UNIT OWNER AND/OR OCCUPANT, THEIR RESPECTIVE AGENTS, EMPLOYEES, CONTRACTORS, INVITEES AND/OR LESSEES.

Each Unit Owner and Occupant authorizes the Declarant, the Association and/or the Board, as applicable (although expressly recognizing that neither the Declarant, the Association nor the Board is under any obligation to do so) to defend, settle or compromise any claims, demands, suits, proceedings or the like which may represent an indemnifiable obligation of any Unit Owner and/or Occupant hereunder. Such action or inaction by the Declarant, the Association and/or the Board shall in no way affect the offending Unit Owner's indemnity obligations as provided herein. Each Unit Owner's and

Occupant's indemnity obligations hereunder shall survive each Unit Owner's and/or Occupant's respective Unit Ownership, use, occupancy and/or management of a Unit.

No Unit Owner or Occupant shall cause or permit any Hazardous Material to be brought upon, kept or used in or about the Condominium without the prior written consent of Declarant, the Association and/or the Board, as applicable, which consent the applicable party shall not unreasonably withhold provided such Unit Owner, and/or Occupant, as applicable, demonstrates to the satisfaction of Declarant, the Association and/or the Board, as applicable, that such Hazardous Material is reasonably necessary or useful to such Unit Owner's, and/or Occupant's business, and will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Material so brought upon or used or kept in or about the Condominium. If any Hazardous Material is permitted, it shall be the responsibility of the Unit Owner and Occupant of the Unit to which such permission is granted, regardless of whether such permission is granted to the Unit Owner thereof, or to a non-Unit Owner Occupant, to remove all such Hazardous Material upon the earlier to occur of: (i) the termination of the lease for which permission is granted hereunder; or (ii) such Unit Owner's sale of its Unit. In the event that any Unit for which permission is granted hereunder on behalf of an Occupant of such Unit Owner, is sold prior to the expiration of such lease, then the obligation to remove Hazardous Material hereunder at the termination of such lease shall be a joint and several liability of the selling Unit Owner, the purchasing Unit Owner subsequent to the close of the sale of such Unit, and the Occupant.

As used herein, the term "Hazardous Material" means any pollutant, toxic substance, regulated substance, hazardous waste, hazardous material, hazardous substance, oil, hydrocarbon, asbestos or similar item as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, as amended, the Safe Drinking Water Act, as amended, the Federal Water Pollution Control Act, as amended, the Texas Water Code, as amended, the Texas Solid Waste Disposal Act, as amended, or any other federal, state or local environmental or health and safety related, constitutional provisions, law, regulation, ordinance, rule, or bylaw, whether existing as of the date hereof, previously enforced or subsequently enacted.

- 6.7 **Pets.** No pets, birds, reptiles or animals shall be kept in any Unit. No pet or animal shall be allowed to roam unattended onto the Common Elements or into other Units or onto the Limited Common Elements of other Units. Nothing herein shall be construed as attempting to prohibit the use of animals to assist disabled individuals, including, without limitation, the vision and/or hearing impaired.

SECTION 7 - ARCHITECTURAL CONTROL

- 7.1 **Common Elements.** Without the Board's prior written approval, no Unit Owner or Occupant may change, remodel, decorate, destroy or improve the Common Elements or the Units nor do anything to change the appearance of the Common Elements, including, without limitation, the entryway, doors, overhead doors, exterior glass, and sidewalks to the Unit.
- 7.2 **Prohibited Acts.** Except as expressly permitted in the Declaration, no Unit Owner or Occupant may:

- (a) Post signs, notices or advertisements on the Common Elements or in a Unit if visible from outside his Unit.
- (b) Place or hang an object in, on, from or above any window, entryway or door, or overhead door that, in the Board's opinion, detracts from the appearance of the Condominium.
- (c) Hang, shake, otherwise display, or allow to dry: tarpaulins, blankets, clothing, towels, rugs, shoes, mops, cleaning equipment or supplies or other similar items or recently painted or finished items on or from entryways, windows, doors, overhead doors, sidewalks, or driveways.
- (d) Erect or install exterior horns, lights, speakers, aerials, antennas or other transmitting or receiving equipment, or cause anything to protrude through an exterior wall or roof.
- (e) Place decorations, awnings, canopies, or shutters on exterior walls, doors, windows, or exterior glass of any Unit or on the Common Elements.

7.3 **Window Treatments.** A Unit Owner or Occupant may install window treatments inside his Unit, at his sole expense, provided:

- (a) Window treatments are limited to blinds or shutters;
- (b) Aluminum foil and reflective window treatments are expressly prohibited; and
- (c) Window treatments must be maintained in good condition, and must be removed or replaced if they become stained, torn, damaged or otherwise unsightly in the opinion of the Board.

7.4 **Board Approval.** To obtain the Board's written consent for a modification, a Unit Owner must submit to the Board complete plans and specifications showing the nature, kind, shape, size, materials, colors and location for all proposed work, and any other information reasonably requested by the Board. The Board's failure to respond to the Unit Owner's written request within forty-five (45) days after it receives the Unit Owner's request shall be construed as no objection to the proposed changes.

SECTION 8 - VEHICLE RESTRICTIONS

8.1 **Permitted Vehicles.** To be permitted on the Condominium, a vehicle must be operable. For purposes of these Rules, vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans and similar passenger vehicles. The following are not permitted on the Condominium without the Board's consent: boats, recreational vehicles, buses and trucks in excess of three quarter (3/4 ton). The Board may, in its discretion, require designated parking stickers for all vehicles parking on the Condominium.

8.2 **Repairs.** Washing, repairs, restoration or maintenance of vehicles is prohibited, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.

- 8.3 **Space Use.** All parking spaces on the Condominium shall be used for parking purposes only and may not be used for storage. No parking space may be enclosed or used for any purpose that prevents the parking of vehicles.
- 8.4 **No Obstruction.** No vehicle may be parked in a manner that interferes with ready access to any entrance to or exit from the Condominium. No vehicle may obstruct the flow of traffic, constitute a nuisance or otherwise create a safety hazard on the Condominium. ~~No vehicle may be parked, even temporarily, in spaces reserved for others, in fire lanes or in any area designated as "No Parking."~~
- 8.5 **Nuisances.** Each vehicle shall be muffled and shall be maintained and operated to minimize noise, odor and oil emissions. The use of car horns on the Condominium is discouraged. No vehicle may be kept on the Condominium if the Board deems it to be unsightly, inoperable, inappropriate or otherwise violative of these Rules.
- 8.6 **Violations.** Any vehicle in violation of these Rules may be stickered, wheel- locked and towed or otherwise removed from the Condominium by the Board, at the expense of the vehicle's Unit Owner. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for Rules violations.

SECTION 9 - TRASH DISPOSAL

- 9.1 **General Duty.** The Unit Owner or Occupant shall not litter, shall endeavor to keep the Condominium clean and shall dispose of all refuse in receptacles provided specifically by the Association for that purpose.
- 9.2 **Hazards.** The Unit Owner or Occupant may not store trash inside or outside his Unit in a manner that encourages vermin, causes odors or may permit the spread of fire.
- 9.3 **Excess Trash.** The Unit Owner or Occupant shall place trash entirely within a dumpster and may not place trash outside, next to or on top of a dumpster. If a dumpster is full, the Unit Owner or Occupant should locate another dumpster or hold his trash. Boxes and large objects should be crushed or broken down before being placed in a dumpster. Dumpster doors are to be closed at all times when not in use. The Unit Owner or Occupant shall arrange privately for removal of discarded furnishings or any unusually large volume of debris.
- 9.3 **Sewer Service.** No Unit Owner or Occupant shall dispose, or permit the disposal of any waste in a manner which will corrode, clog or otherwise impair sewer service for the Condominium.

SECTION 10 - MISCELLANEOUS

- 10.1 **Security.** The Association may, but shall not be obligated to, maintain or support certain activities within the Condominium designed to make the Condominium less attractive to intruders than it otherwise might be. Neither the Association, nor the Board, or their respective directors, committees, members, agents and employees, shall in any way be considered an insurer or guarantor of security within the Condominium, nor be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each Unit Owner, Occupant, guest and invitee on the Condominium assumes all risk for loss or damage to his person, to his

Unit, to the contents of his Unit and to any other of his property on the Condominium. The Association expressly disclaims and disavows any and all representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security systems, equipment or measures recommended, installed or undertaken within the Condominium.

- 10.2 **Right to Hearing.** A Unit Owner or Occupant may request in writing a hearing by the Board regarding an alleged breach of these Rules by the Unit Owner or Occupant. The Board will schedule a hearing within thirty (30) days of receiving the Unit Owner's or Occupant's written request. At the hearing, the Board will consider the facts and circumstances surrounding the alleged violation. The Unit Owner or Occupant may attend the hearing in person, or may be represented by another person or by written communication.
- 10.3 **Mailing Address.** A Unit Owner who receives mail at any address other than the address of his Unit shall be responsible for maintaining with the Association his current mailing address. Notifications of change of name or change of address should be clearly marked as such. All notices required to be sent to Unit Owners by the Governing Documents shall be sent to the Unit Owner's most recent address as shown on the records of the Association. If a Unit Owner fails to provide a forwarding address, the address of that Unit Owner's Unit shall be deemed effective for purposes of delivery. All notices required to be sent to Occupants shall be delivered at such Occupant's Unit.
- 10.4 **Revision.** These Rules are subject to being revised, replaced or supplemented. Unit Owners and Occupants are urged to contact the management office to verify the Rules currently in effect on any matter of interest. These Rules shall remain effective until ten (10) days after the Association mails notice of an amendment or revocation of these Rules to a Unit Owner and/or Occupant of each Unit.
- 10.5 **Other Rights.** These Rules are in addition to and shall in no way whatsoever detract from the rights of the Association under the Governing Documents and the laws of the State of Texas.
- 10.6 **Effective Date.** These Rules are the Rules of DESERT OFFICE GARDEN SUITES UNIT OWNERS' ASSOCIATION and shall become effective JUNE 14, 2005.

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete and correct copy of the Rules of DESERT OFFICE GARDEN SUITES UNIT OWNERS' ASSOCIATION, a Texas non-profit corporation and condominium association, as adopted by the Board of Directors at its organization meeting on the 14 day of JUNE, 2005.

IN WITNESS WHEREOF, I hereunto set my hand this the 14th day of June, 2005.

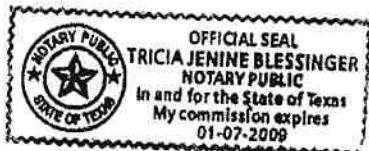
**DESERT OFFICE GARDEN SUITES
UNIT OWNERS' ASSOCIATION,**
a Texas non-profit corporation

By: 

Its: Secretary

STATE OF TEXAS)
)
COUNTY OF EL PASO)

Before me, the undersigned authority, on this 14th day of June, 2005, personally appeared M. Stanley Okies, Secretary of Desert Office Garden Suites Unit Owners' Association, a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of such corporation.




NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS