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STATE OF TEXAS, COUNTY OF BEXAR

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Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk

Cherbourg Square Condominiums Owners Association, Inc.

RULES AND REGULATIONS

These Rules and Regulations are for that certain condominium regime known as Cherbourg Square Condominiums, initially restricted by the Condominium Declaration and Bylaws for Cherbourg Square Condominiums, recorded in the Condominium Records of Bexar County, Texas.

These Rules and Regulations are established by Cherbourg Square Condominium Owners Association, Inc., a Texas not for profit corporation and condominium association (the "Association") for Cherbourg Square Condominiums, effective as of the date these Regulations are recorded in the Condominium Records of Bexar County, Texas. The Regulations are promulgated pursuant to the rule making and rule enforcement authority granted to the Board of Managers of the Association (the "Board").

These regulations are in addition to the provisions of the Declaration of Cherbourg Square Condominium and all amendments thereto, the Articles for Cherbourg Square and all amendments thereto, and the Bylaws and all amendments thereto. In the event of a conflict among statutes and/or documents, the order of governing authority shall be as follows: The parts of the Texas Condominium Act (the "Act") applicable to Associations formed before 1994 (highest), The Declarations of the Association (the "Declarations"), the Articles of the Association (the "Articles"), the Bylaws of the Association (the "Bylaws"), then these Rules and Regulations (the lowest). The Board is empowered to interpret, enforce, amend, and repeal these Rules and Regulations.

Certain terms in this document are capitalized to indicate that the definition for that term as used in this document is listed following Section 13.

1. COMPLIANCE

- a. Compliance. Each Owner will comply with the provisions of the "Residential Governing Documents" (individually and collectively the Act, the Declarations, the Articles, The Bylaws, Rules and Regulation and any other policies or regulations adopted by the Board to supplement the Residential Governing Documents, as any of these may be revised from time to time.) Additionally, each Owner shall be responsible for ensuring compliance with the Residential Governing Documents by all persons using or occupying such Owner's Unit, including families, tenants, subtenants, and their invitees and guests. If a regulation requires, prohibits, or permits conduct by an Owner or tenant, each of those terms shall be deemed to include the other, and applies to all persons for whom an Owner or tenant is responsible.
- b. Waiver. Circumstances may warrant waiver or variance of these Regulations. To obtain a waiver or variance, an Owner must make written application to the Board. The Board will consider such request and respond to the Owner in accordance with the Residential Governing Documents. If the application is approved, the waiver must be in writing and may be conditioned or otherwise limited.
- c. Right to Enforce. The Association has the right to enforce these Regulations against any Owner, tenant, family member, subtenant, renter and their invitees and guests on the Property.
- d. Emergency. Notwithstanding anything in these rules to the contrary, the Board of the Association shall be entitled, in the event of an emergency, to take such actions as are reasonably necessary to preserve the life, health and safety of Owners, and other persons on or near the Property and to prevent damage to or destruction of the Condominium and Property.

2. OBLIGATIONS OF OWNERS

- a. Safety. Each Owner is solely responsible for such Owner's own safety and for the safety, well-being and supervision of such Owner's guests and any person at the Condominium to whom the Owner has a duty of due care, control or custody.
- b. Damage. Except as otherwise provided in the Governing Documents, an Owner is responsible for any loss or damage the Owner causes to its own Unit, other Units, the Common Elements, Limited Common Elements and Improvements, or the personal property of others.

c. Insurance. The Owner assumes full risk and sole responsibility for placing insurance on such Owner's personal property and betterments in or on the Property. Each Owner is solely responsible for insuring such Owner's personal property and any betterments in and to the Property. Owners and tenants may want to purchase and maintain appropriate insurance coverage on their personal belongings, vehicles, and Units (including betterments within the Unit.)

d. Risk Management. An Owner may not permit anything to be done or kept in its Unit, the Limited Common Elements and/or the Common Elements that is illegal or that may result in the cancellation of an insurance policy or in an increase in any insurance premiums paid by the Association or any other Owner in connection with the Property. Except for those retail products sold for the exclusive use as household cleaning products, an Owner or Occupant may not store or maintain explosives or other combustible materials or materials capable of spontaneous combustion or creating a fire hazard, anywhere on the Property, including within a Unit, Garage or Storage Area.

e. Reimbursement for Enforcement and Damages. Each Owner shall reimburse the Association on demand for all expenses, including legal expenses, incurred by the Association to enforce the Governing Documents against such Owner or its Unit. Each Owner shall reimburse the Association on demand for the cost of damages caused by the negligent, accidental, or willful conduct of such Owner or other persons, guests, or invitees, for whom the Owner or his tenant is responsible. Such reimbursements must be paid within two weeks of issuance of a demand for payment unless the Board specifies otherwise.

f. Certain Sales Advertisement and Other Signage Prohibited. Without the Association's prior written permission, an Owner may not conduct or permit a tenant to conduct on the Property a sale, or an activity that is advertised to the public by posting any signage in the windows, the exterior of any building or on the Property, except for political signs that are allowed by Section 259.002, Texas Election Code. Section 259.002 prohibits the following types of signs: no posters, ads, for sale, for rent or any other types of signs may be posted on the Property without permission of the Board.

g. Assessments. All Owners shall be obligated to pay the assessments imposed by the Association to meet the estimated Common Expenses (as that term is defined and described in the Declaration.) Assessments shall be due in advance on or before the fifth of the month. Failure of an Owner to pay by the tenth day of each month shall be grounds for action which may include without limitation, imposition and assessment of a late charge as set and published by the Board plus any legal fees incurred by the Association in connection with the collection of the assessment.

3. COMMUNITY ETIQUETTE.

a. Expected Behavior. Residents of the Cherbourg Square Condominiums, Owners, Guests, and Tenants, are required to abide by all regulations and rules in the Governing Documents of the Cherbourg Square Condominium Owners Association, to protect and preserve the appearance of the individual Units, the Common Elements and the total surroundings and to respect the rights of other users of the Property. An Owner may not use a Unit in a way that reduces the desirability of the Condominiums as a residential community. The Owner must correct the situation that is a violation of this rule within a week of issuance of notice of the violation unless the board authorizes a longer or shorter due to the nature of the violation.

b. Prohibited Behavior. Owners, Occupants and guests may not violate any city, state or county code, ordinance, or law and must refrain from conduct that may reasonably be expected to inconvenience, embarrass, or offend the average Owner in the Condominium, employee or other user of the Property. The following are expressly prohibited (1) aggressive or threatening behavior; (2) hostile physical contact; (3) sexual harassment, (4) posting correspondence on the doors of other Owners; and (5) telephone calls and electronic communications that are designed by their time, tone or frequency to harass or intimidate. The Owner must correct the situation that is a violation of this rule immediately upon issuance of notice of the violation.

c. Noise and Odors. Sound producing devices such as, but not limited to, radios, televisions, musical instruments, and any other noise producing devices shall be operated in such a way that the sound they make is no louder than a reasonable, conversational level. Owners will exercise reasonable caution to avoid making or permitting to be made noxious odors that are likely to disturb the typical other Owner or Occupant. The Owner must correct the situation that is a violation of this rule immediately upon issuance of notice of the violation unless the board authorizes a longer or shorter due to the nature of the violation.

d. Disputes between Owners. All disagreements between an Owner and another Owner, with regard to whether or not noises, odors or particular conducts are loud, disturbing, objectionable or otherwise annoying as contemplated in these regulations shall constitute a "DISPUTE" between owners and shall be resolved either in mediation or in any court in Bexar County having jurisdiction over the Dispute. The Association, its Employees and Board of Managers

shall be held harmless from any loss, legal fees, claim, or liability of any kind or character whatsoever resulting from the resolution of such conflict between Owners.

4. LEASES

a. Requirements. Each lease must be in writing, fully executed and subject to the provisions of the Declaration. A Unit (and not less than an entire Unit) may be leased or sublet only for private residential use and for a period of not less than six (6) months. No Unit, nor portion of a Unit may be leased or sublet for transient purposes. Any provision contained within the lease agreement that is contrary to the Governing Documents shall be unenforceable.

b. Notification to Management. Owners are required to provide the management office a copy of the fully executed lease and a statement signed by the tenant that they have received a copy of and will abide by the Association's Declarations, By Laws, and Rules and Regulations prior to the tenant moving into the Unit.

c. Subject to Governing Documents. The mere execution of a lease for a Unit or Occupancy (for any period of time) subjects a tenant to all pertinent provisions of the Governing Documents to the same extent as if the tenant were an Owner; providing that notwithstanding the foregoing or any provision of the lease between the Owner and tenant, the Owner shall not be relieved of any obligation under the Governing Documents and shall remain primarily liable there under. The Owner alone is responsible for providing tenant with the Governing Documents and any changes therein. The Association may send notices of violation to both the Occupant and the Owner of the Unit occupied by the tenant.

d. Violation of the Lease. Whether or not it is stated in the lease, a tenant's violation of the Governing Documents is deemed to be material default of the lease for which the Owner has all available remedies of the law or equity.

e. Changes to Laws and Ordinances. Owners of tenant occupied Units are advised to stay informed of and to comply with federal and state laws and local ordinances regulating residential properties, tenant laws and ordinances. The Association has no duty to notify Owners about landlord/tenant laws and ordinances.

5. MAINTENANCE, DAMAGE AND REPAIRS

a. Maintenance Standards. Residential Units will be maintained in accordance with the standards set forth in the Governing Documents of the Association.

b. Boundaries of an Owner's Unit. In accordance with the Association's Declarations, an Owner's Unit is an enclosed space the boundaries of which are the unadorned interior surfaces of the perimeter walls, windows, doors, floor and ceiling. Included in and as a part of each Unit shall be any finishing materials applied to or affixed without limitation to the interior surfaces of the common exterior or interior walls, perimeter windows and doors, floors, ceilings and all utility pipes lines, systems, wires, fixtures or appliances serving only that Unit (whether or not within the boundaries of that Unit.)

c. Payment for Damage. Each Owner shall be liable for damage to Association property or the property of other Owners for which the Owner, their guest, Occupants or tenants are responsible. Each Owner shall reimburse the Association on demand for the cost of damages caused by the negligent, accidental, or willful conduct of such Owner or other persons, guests, invitees, for whom the Owner is responsible. The Owner shall also reimburse the Association on demand for expenses incurred by the Association to enforce the Governing Documents against such Owner or occupant of Owner's Unit. Such reimbursements must be paid within two weeks of issuance of a demand for payment unless the Board specifies otherwise.

d. Common Areas. Front sidewalks, entrances, landing and alleys must not be obstructed or used for any purpose other than entering and leaving. Nothing shall be permitted to be stored on sidewalks, landings, entrances or foyers without the manager's approval. Residents shall keep clean all patios, garages and storage areas. With the single exception that each Owner may keep personal items in the storage closet in the garage that has been assigned to them for that purpose, garages may be used to house vehicles only.

e. HVAC Maintenance and Repair. All Owners shall maintain and keep in good repair (and replace, if so required) the air conditioning compressor, heating and cooling coils, furnace, fans, and ductwork, in and for his Unit; as well as all other fixtures situated within or installed into the Limited Common Elements appurtenant to such Unit. Proof of an annual furnace inspection done by a company licensed to perform such inspections is required for each Unit. The Association may, at its' discretion, hire a company to inspect Owners' furnaces. Owners will be notified in advance of the date, if any, when the inspection of the Unit's furnace is scheduled to take place. Unless the Owner declines in writing prior to the day of the Association's inspection of Units' furnaces, the Owner is presumed to have given permission for the Manager and furnace inspection personnel to enter the Unit and to inspect the Owner's furnace. It is the Owner's responsibility to inform the manager in advance if this permission is not given. It then becomes the Owner's responsibility to provide the proof of a furnace inspection showing the furnace to be in good repair that was done within the last ten (10) months by a company licensed to perform such inspections.

- f. Windows. The Association shall be obliged to replace broken or cracked glass in perimeter windows or doors that are broken due to damage that is not caused by the negligent, accidental, or willful conduct of the Unit Owner, its tenant, occupant or other persons, guests, invitees, for whom the Owner is responsible.
- g. Window Coverings. All window coverings, blinds or shades must be in good repair and constructed such that it is a standard white material that shows through the window from the street. No color, designs, prints, sheets, cardboard or foil window treatments are permitted to show from the outside or on the exterior of the building.
- h. Equipment Outside the Boundaries of a Unit. Window air conditioners and air conditioners vented through the window are prohibited. Radio, internet and television exterior cables or other such external projections are prohibited without prior Board approval of wiring and cable placement which must be along eaves or behind the mansard roof projections.
- i. Exterior Appearance of Building, Common Areas and Limited Common Areas. Notwithstanding anything to the contrary contained in these rules, an Owner when exercising his right and responsibility of repair, maintenance, replacement or remodeling, shall never alter in any manner whatsoever, the exterior appearance of his condominium Unit without the Board's explicit approval in writing. The Owner must correct the situation that is a violation of this regulation within ten days upon issuance of notice of the violation unless the board specifies a longer or shorter time due to the nature of the violation.
- j. Licensed Repairmen. All electrical or plumbing work must be done by a plumber or electrician appropriately licensed to do the work. If work is done by an unlicensed plumber, contractor or electrician, the fees charged for the Association having a licensed plumber or electrician obtain a permit and for the review and revisions of the work necessary to meet city code and the cities approval of the repairs in violation of this regulation shall be at the Owner's expense.
- k. Combustibles. Except for those retail products sold for the exclusive use as household cleaning products, an Owner or Occupant may not store or maintain explosives or other combustible materials or materials capable of spontaneous combustion, anywhere on the Property, including within a Garage, a Unit or a Unit's assigned Storage Closet. The Owner must correct the situation that is a violation of this rule immediately upon issuance of notice of the violation.
- l. k. Water or Gas Shut Off. No person may interfere with or interrupt the Property's water or gas lines, including lines to an individual unit or building, without the prior knowledge and written approval of the Association. An Owner who requires a water cut-off for any purpose shall submit a request to the Manager at least 48 hours prior to the requested water cut off. Any Owner who interrupts the gas line shall be responsible for the cost of a plumber of the Association's choice re-lighting the pilot lights of all affected equipment in other Owners' Units or elsewhere on the Property.

6. REMODELING and RENOVATION

- a. Requirements Prior Beginning and Remodeling or Significant Repair. An Owner may decorate and redecorate his Unit and shall have the right to paint, tile, paper, furnish or decorate any interior surface of walls, partitions, ceilings or floors. Prior to beginning remodeling that includes making structural changes (such as moving or altering a wall) or making major repairs the Owner must notify the Board giving a detailed description of the work to be done. The request must be made in writing and addressed to the Management office for referral to the Board President. The Association shall have the obligation to answer within ten (10) business days of the notice being received by the Board president. Failure of the Board to respond within the stipulated time shall mean there is no objection to the proposed modifications or alterations of the Unit.
- (1.) Load Bearing Walls. Any changes to a Unit that may affect a load bearing wall will require plans sealed by a structural engineer licensed to practice in Texas
- (2.) Licenses, Permits, Etc. All remodeling or construction work (including plumbing, electrical, painting, etc.) must be done by an appropriately licensed Contractor. A copy of all licenses, any required city permits, proofs of in-force insurance such as workers compensation and general liability must be provided to the office at least 48 hours prior to any work beginning, except in the case of emergency repair that, if delayed, threatens major damage to the Owner's property, another Unit, Limited Common Elements, Common Elements or other Association Property.
- (3.) Posting Permit. If required by city code, permits may be posted in the window or on the door of the Unit being repaired or remodeled
- b. Water Cut Off. So that other residents can be notified, the Owner or Occupant must provide notice to the Manager during office hours at least forty-eight (48) hours in advance if the work to be done requires the water to the Unit to be turned off. The notice of water shut off will be emailed to Residents and Owners.
- c. Access to Water Cut Off and Maintenance Areas. Unless given specific permission by the Manager or an authorized Board member no person may interfere with, interrupt or turn water off at the main cut off or at the a cut

off to any individual building. Plumbers, Occupants, maintenance personnel and Owners (other than a Board member appointed by the Manager) are not permitted to go into the Association's machine room or storage areas without the manager's approval. Damage to any part of the Association's plumbing system caused by an unauthorized person turning off the water will be at the expense of the Owner for whose unit the water was turned off.

e. Understanding and Agreement Concerning Contract Work. As a condition of the Board's approval of any construction work, the Owner and the Contractor must ensure that all debris and construction material, including paint and waste water, will be disposed of away from the Property - not in Association dumpsters or anywhere on the Property.

7. TRASH AND RECYCLING

a. No hazardous materials, oil, paint, auto parts, tires, furniture, mattresses, etc, may be placed in the dumpsters at any time.

b. Trash may never be left beside the dumpsters at any time.

c. Items Not Acceptable for Recycling. There can be no plastic bags, glass, Styrofoam, paper plates, or food waste in the Recycling Bin. Items cannot be in a plastic bag when put into the Recycling Bin.

d. Items Acceptable for Recycling. Only an item that is clean, dry and devoid of any food waste whatsoever may be put in the Recycling Bin provided by the Association exclusively for recyclable materials. Only the items listed on or near the dumpster can be recycled. No plastic bags of any kind can be put in the dumpster provided for recyclable materials.

8. PETS

a. Number of Pets. No more than two (2) dogs, cats or other typical household may be kept in any Unit (fish are subject to the number limit). Poultry and livestock are not allowed to be pets. Dogs taken into Common Areas must be kept on a leash or carried at all times.

b. Nuisances. Any pet deemed to be a nuisance should be reported to the Management office.

c. Animal Waste. Pets are not allowed to urinate or defecate anywhere in the Common Elements except in the designated pet area which is the small grassy area near the dumpster. Each pet Owner is required clean up his pet's waste even when using the pet walking area. The Owner must correct the situation that is a violation of this rule immediately upon the manager's issuance of notice of the violation whether such notice is written or verbal.

d. Prohibited Areas. No dogs are allowed within the pool area at any time.

9. VEHICLES

a. Assigned Spaces. Resident's vehicles may be parked in their assigned spaces only. Residents are assigned one parking space on the asphalt paved area near their Unit and one space in a garage or covered parking. Occupants, Owners and guests may not park in or overlap the space assigned to another Owner. If a vehicle is parked in areas other than their assigned Parking Space without the Manager's or Board's permission, the Association shall have the right to remove such vehicle at the Owner's or Occupant's expense.

b. Recreational Vehicles. Recreational vehicles may not be parked on the property. No boats or trailers shall be allowed in any garage or parking space without prior written permission of the Manager or the Board.

c. Inoperable or Illegal Vehicles. Any vehicle that is not in drivable condition, that doesn't have a current license plate and inspection sticker, or that is in a state of disrepair, including without limitation, flat tires or leaking fluid may not be parked or remain on the Property and the Association shall have the right to remove such vehicle at the Unit Owner's expense.

d. Towing. No removal or impoundment of a vehicle shall create any liability on the Association. A vehicle in violation of the parking rules in any of the Governing Documents may be have a notification sticker attached, wheel-lock applied, be towed or otherwise removed from the Property by order of the Manager or the Board, at the expense of the Unit owner whose car is illegally parked or whose tenant, guest, etc. is illegally parked. Owners and Occupants are entitled to one (1) notice of violation, which shall provide the Owner twenty-four (24) hours to correct the violation. Any Owner, Occupant, or other person who has previously received notice of violation for the same act or other violation of the Governing Documents' vehicle regulations is not entitled to any further notice, and the Association may immediately cause the Owner's or Occupant's vehicle to be towed at the unit Owner's expense. The Association expressly disclaims any liability for damage to vehicles occasioned by the exercise of these remedies.

e. Maintenance. Car washing is not permitted anywhere on the Property. No servicing or making repairs shall be made to any vehicle on the Property except for brief emergency repairs as necessary to enable movement of the vehicle off Association property.

f. No Obstruction. No vehicle may be parked in a manner that interferes with the ready access to any entrance to or exit from a parking area. No vehicle may obstruct the flow of traffic, constitute a nuisance, or create a safety hazard in parking areas. No vehicle may be parked, even temporarily in fire lanes or in any area designated as "No Parking". No Owner, tenant or guest may be parked for more than 15 minutes in a space reserved for others without the Owner's permission. Vehicles may not be left unattended in any driveway without permission from the Association Manager. Vehicles found in inappropriate parking spaces may be removed at the Owner's and/or Occupant's, or guest's expense.

10. GARAGES.

a. Doors. Garage doors must be kept closed at all times other than when a vehicle is moving into or out of the Owner's assigned space. Doors to the foyer must be kept closed and locked except when in active use.

b. Storage Closet. Each Unit is assigned a storage closet in a garage area for their personal items. Storing of anything, other than the Occupant's vehicle in a garage outside of the assigned closet is not permitted. If items must be stored temporarily in a garage outside of the assigned storage closet the Owner must receive written permission from the Manager to store such items for a period not to exceed thirty (30) days.

11. POOL RULES

a. Risk. Persons using the pool do so at their own risk. There is no lifeguard on duty. Owners and Occupants are responsible for their own safety and the safety of their guests, invitees, family members, and any person at the Condominium to whom the Owner or Occupant has a duty of due care, control or custody.

b. Owner Responsibility. Owners and Occupants are responsible for their family and invitees abiding by all of the Association's rules.

c. Pool Hours of Operation. The pool is open daily from 9:00 a.m. to 10:00 p.m. except when closed for maintenance or repair. No one, other than those doing maintenance or repair work, is allowed in the Pool Area when the pool is not open.

d. Use of the Pool Areas. Only Association Owners, Residents and their guests may use the Pool Area. The Owner or Occupant must accompany their guests while the guest is in the Pool Area.

e. Age Limits. Minors, those under 14 years of age, are permitted in the Pool Area only when accompanied by an adult. Adults may accompany, supervise, or take responsibility for no more than five persons under the age of eighteen.

f. Guests. Owners, Families and Tenants may invite no more than two (2) guests per household into the Pool Area at any one time.

g. Attire. Swimmers and sunbathers must wear proper swim attire in the Pool Area.

h. Behavior. No running, shoving, physical water games, scuffling or rough play in or out of the water is allowed in the pool area.

i. Items not Permitted: All glass objects are prohibited in the Pool Area. Bicycles, skateboards, etc. are also not permitted in the Pool Area.

j. No Diving. Diving is not permitted in any portion of the Pool Area.

k. Noise. Radios or other audio equipment may be played no louder than a normal conversational level. As a courtesy to residents in nearby units, shouting and raucous behavior is discouraged.

l. Suntan Lotion. Do not enter the pool if you are wearing oily suntan lotion or other oil on your body.

m. Right to Deny Use. The Pool Area is for private use only. The Management reserves the right to deny use of the pool to anyone at any time.

12. PLANTING AND PLANTS

a. Potted Plants and Other Decorations. Potted plants authorized to be on the red brick pavers must have a drainage dish under them. If there is damage to the red brick pavers caused by an Owner's or Occupant's potted plants, the Owners will be responsible for the repair and or replacement of pavers by a Contractor approved by the manager. An Owner or Occupant may place a plant or other decoration on the red pavers only with the permission of the Manager.

b. Planting in Common Areas. Without the prior approval of the Manager, no one shall harm, mutilate, alter, trim, uproot or remove any of the landscaping on or within the Common Elements, or place or affix any planters, statues, fountains, plantings, objects or artificial plants on any portion of the Common Elements other than the Limited

Common Element appurtenant to such Owner's Unit not including a Garage or Parking Space. Likewise, there shall not be any watering, irrigation, mulching, or fertilizing of Common Areas without the Manager's prior approval.

13. MISCELLANEOUS

- a. No Waiver. The failure of the Association to enforce a provision of these Regulations does not constitute a waiver of the right of the Association to enforce such provision in the future.
- b. 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.
- c. Other Rights. These Regulations are in addition to all rights of the Association under the other Governing Documents and the laws of the state of Texas.
- d. Amendment of Regulations. These Regulations are subject to being revised, replaced, amended or augmented by the Board. Upon any such revision, a copy of the revision will be mailed and/or electronically delivered to each Owner and such publication shall be considered effective upon recording in the Deed Records of Bexar County, Texas. Owners are urged to contact the Manager to verify the Regulations currently in effect on any matter of interest. In the event these Regulations are amended or revoked, these Regulations will remain in effect until ten days after the Board delivers or causes to be electronically delivered to an Owner of Each Unit notice of such amendment to or revocation of these Regulations.

DEFINITIONS

The following terms are defined for use in these Regulations and those capitalized terms not expressly defined herein have the same meaning as defined in the Declarations and all amendments thereto which shall be recorded in the Condominium Records:

"Act": The Condominium Act, Texas Property Code, Chapter 81.001 et seq., as amended from time to time.

"Association": Cherbourg Square Condominium Owners Association, Inc., a Texas not for profit corporation, the members of which shall be the Owners of the condominium Units within the Condominium Regime during the period of their respective Ownerships, and the successors and assigns of such Owners. The term "Association" shall have the same meaning as the term "Council of Owners" in the Texas Condominium Act.

"Board": the Board of Managers of the Cherbourg Square Condominium Owners Association.

"Common Element": general Common Elements or Limited Common Elements as defined and described in the Declaration. Synonymous with "Common Area"

"Condominiums": Cherbourg Square Condominiums.

"Contractor": any party performing construction, repair, remodeling, or other services for the benefit of an Owner.

"Dollar or \$": United States Currency.

"Facility", "Facilities" or "Amenities": any recreation facilities, which facilities may be used by the Owners as provided in the Declaration and including, but not limited to, the pool and other amenities for the common use and enjoyment of Owners, their renters, guest or other legal Occupants.

"Governing Documents" individually and collectively the Articles, Master Deed and Declaration, By-Laws and these Rules and Regulations.

"Limited Common Elements": those portions of the common elements which serve one or more, but less than all, of the Units and include but are not limited to patios whose Owner has exclusive and direct access to them and a designated parking space which shall be an easement for the exclusive use thereof by the Owner.

"Occupant": the Owner, its tenant, renter or other legal resident.

"Owner": a person or other legal entity who is the record title holder of a Unit within the Condominium, but shall not include a person who is only a Mortgagee. Synonymous with Co-Owner.

"Patio": a limited common area of consisting of the paved, fenced outdoor area accessed directly from and adjoining the back of first floor Units.

"Pool Area". The enclosed area that includes only the swimming pool, the pool decking, the grassy area and concrete seating area adjacent to the pool decking, and the bathrooms for the convenience of those using the pool.

"Posted Rules": Rules and signs posted on the Property by the Association at any time or from time to time to communicate with Owners and Occupants.

"Property": the land, together with all improvements, structures. Easements, rights, and appurtenances thereto, that is described as Exhibit A of the Condominium's Declaration.

"Recycling Bin": A metal container near the trash dumpster to be used only to hold items acceptable for recycling.

"Unit" or "Apartment": An enclosed space within a building the boundaries of which shall be those described in the Condominium Declaration for Cherbourg Square Condominiums. It is intended that the term "Unit" shall have the same meaning as the term "apartment unit" as defined in the Association's Declarations and as the term "apartment" as used in the Texas Condominium Act.

DISCLAIMER

THE ASSOCIATION MAY, BUT IS NOT OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE PROPERTY THAT ARE DESIGNED TO MAKE THE CONDOMINIUM PROJECT, OWNER'S UNITS, OR PERSONAL PROPERTY WITHIN THE BOUNDS OF THE CONDOMINIUM PROJECT LESS ATTRACTIVE TO INTRUDERS THAN IT OTHERWISE MIGHT BE. THE ASSOCIATION, ITS BOARD OF MANAGERS, OFFICERS, COMMITTEES, AGENTS, AND EMPLOYEES 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 INEFFECTIVE SECURITY MEASURES UNDERTAKEN. EACH OWNER, TENANT, GUEST AND INVITEE ON THE PROPERTY ASSUMES THE RISK FOR LOSS OR DAMAGE TO SUCH OWNER'S UNIT, TO THE CONTENTS OF SUCH OWNER'S UNIT, AND TO ANY OTHER PROPERTY ON THE CONDOMINIUM PROPERTY.

THE ASSOCIATION EXPRESSLY DISCLAIMS AND DISAVOWS ANY AND ALL REPRESENTATION 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.

The Rules and Regulations above are as approved by the Board of Managers of the Cherbourg Square Condominium Owners Association thereby replacing all previous Rules and Regulations but not replacing or amending the Associations Articles, Declarations or Bylaws.

The Cherbourg Square Condominium Owners Association, Inc.

By: _____

Jana Hollerbach, President

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF BEXAR

Subscribed before me on this the 27th day of July, 2022, by Jana Hollerbach, President of The Cherbourg Square Condominium Owners Association, Inc.

(Notary Seal)

Notary Public's Signature

Notary Public's Printed Name

