

**THE SPIRES**

**RULES AND REGULATIONS**

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# **THE SPIRES RULES AND REGULATIONS**

## **A. GENERAL**

As stated in Article II, Section 2.1(b) of the Declaration of Condominium, “[no] noxious or offensive activities of any sort shall be permitted, nor shall anything be done in any Residence Unit or in any General Common Element which shall be or may become an annoyance or nuisance to the other owners.” For the purposes of these rules, without limitation, the following activities shall be considered noxious, offensive, an annoyance and nuisance: any criminal activity or suspected criminal activity; or, the use of any Residence Unit or Common Element for a party or parties at which there is excessive noise, as may be determined by the Board or the Managing Agent in their reasonable discretion.

As stated in Article II, Section 2.4 of the Declaration of Condominium, “[no] owner shall do any act or permit any act to be done in, on or at any Residence Unit, Balcony, Parking Space, Storage Space or General Common Element or Limited Common Element which will impair the structural integrity, or impair any mechanical system or weaken or lessen the support or otherwise adversely affect the Building or any Limited Common Element or any General Common Element or change the appearance of the Building or any Limited Common Element or General Common Element or change the exterior appearance of any . . . portion of the Condominium.”

No one shall do any act or place any object in any residence unit which could create a structural hazard or endanger the structure of the building.

No flammable materials, oils or fluids such as gasoline, charcoal starter fluid, charcoal, kerosene, naphtha, benzene, fireworks or other explosives, or articles deemed extra-hazardous to life, limb or property are permitted to be used or brought into or stored in the building. All exceptions must have the prior written consent of the Board of Directors or the Managing Agent.

Maintenance of a courteous and friendly demeanor toward The Spires staff members is expected. Aggressive, abusive or otherwise improper behavior by residents and their visitors and guests is prohibited.

Complaints against a member of The Spires staff must be reported directly to the Managing Agent or, if necessary, to the President of the Board of Directors. All complaints will be reviewed and addressed by the Managing Agent and/or the Board of Directors.

Complaints regarding parties, events or any other actions of other residents or their designees (including technicians, caterers, florists, musicians or any other persons who are on the property for the purpose of assisting a resident) must be reported directly to the Managing Agent or, if after hours, to the Concierge on duty.

No one shall engage any employee of The Spires Association for any private business without prior written consent of the Board of Directors or the Managing Agent.

Residents shall be responsible for the actions of their children, employees, agents, guests and visitors.

Compliance with all security related procedures that have been established by the Board of Directors or Managing Agent is required.

In the event that official papers for a resident (subpoenas, court orders, etc) are brought to The Spires to be served, the staff is instructed not to interfere with the service of such documents. After agents present their credentials to The Spires staff, they will be allowed to proceed directly to the door of the residence unit of the person named.

Any consent or approval given by the Board of Directors or the Managing Agent of The Spires under these Rules and Regulations shall be revocable at any time without prior notice.

Residents are reminded that Texas law (the Texas Uniform Condominium Act, or TUCA) expressly provides that: "...the unit owners...shall pay for damage to the condominium (meaning the building, common elements, amenities, etc.) caused by the negligence or willful misconduct of the owner, an occupant of the owner's unit, or the owner or occupant's family, guests, employees, contractors, agents, or invitees; and is liable to the Association for violations of the Declaration, By-Laws, or rules of the Association by the owner, an occupant of the owner's unit, or the owner or occupant's family, guests, employees, agents, or invitees, and for costs incurred by the Association to obtain compliance, including attorney's fees whether or not suit is filed."

These Rules and Regulations may be added to, amended, or repealed at any time by the Board of Directors. Owners will be notified of proposed changes to the Rules and Regulations and any such changes approved by the Board of Directors will be adopted in accordance with the Texas Uniform Condominium Act. The Managing Agent is specifically authorized to implement these rules.

## **B. COMMON AREAS**

Common Areas, or Common Elements, are defined in Article 1, Section 1.1(f) of the Declaration of Condominium as "all portions of the condominium other than the Residence Units; and . . . consist of both the 'General Common Elements' . . . and the 'Limited Common Elements' . . . ."

Obstruction by or placement of any object, article or decoration in any Common Area is not permitted without authorization from the Managing Agent. Such authorization of the Managing Agent may be revoked at any time by the Board of Directors. In addition, placement of animals or plants in the pond or on or in any Limited or General Common Element is not permitted. For rules relating specifically to Balconies, see Part D: BALCONIES AND BUILDING EXTERIOR.

Excluding the roof terraces which are reserved for the exclusive use of the residents of residence units 4005 and 4006, no one other than authorized Spires employees and emergency services personnel shall at any time or for any reason enter or attempt to gain access to the roof of the building.

Soliciting, loitering or playing in Common Areas is prohibited.

Smoking is not permitted in any of the Common Areas of the building or in the garage.

No one shall interfere in any manner with the plumbing, heating, air conditioning or lighting apparatus which are a part of the General or Limited Common Elements of the building.

## **C. RESIDENCE UNITS**

Residence units shall be kept in a good state of preservation.

**No remodeling or reconstruction project shall be undertaken without first informing the Management Office in writing and receiving written approval from the Board of Directors or the Managing Agent.**

Locks on doors leading into residence units shall not be altered without the prior written approval of the Board of Directors or Managing Agent. The Management Office shall be provided keys to all locks.

Security systems or devices that are designed to utilize tear gas or sirens, emit a loud noise or offensive odor or to injure are not permitted in any residence unit.

In order to avoid possible damage from storms or the elements, do not leave open windows and sliding doors unattended.

Water shall not be left running for an unreasonable or unnecessary length of time. Water closets and other water apparatus in the residence units should be used only for the purposes for which they were constructed. Articles such as sweepings, rubbish, rags, paper, ashes, or any other such items must not be thrown in these conveniences. Any damage resulting from misuse of any water closet or other apparatus shall be paid for by the resident in whose residence unit the misuse occurred.

All residents who smoke or allow smoking in their residence units are advised to install smoke detectors in each room. Smoking is not permitted in any of the Common Areas or Common Elements of the building, except for residence unit balconies.

Due to the extreme danger of fire in high rise buildings, residents who smoke or who allow smoking in their units and residents who burn candles and/or incense should insure proper extinguishing and disposal of smoking related materials, candles and incense. Do not leave burning or smoldering materials, including candles, cigarettes, incense, and other similar items unattended.

When cooking in a residence unit, the overhead oven exhaust vent should be turned on to minimize odors.

## **D. BALCONIES AND BUILDING EXTERIOR**

No exterior shades, awnings, reflective window film, window guards, ventilators, fans or air conditioning devices shall be installed inside or on the balcony of any residence unit except as approved in writing by the Board of Directors or the Managing Agent. If, after prior written approval, such additions are not kept in good order, repair and appearance, the Board of Directors or the Managing Agent may remove such devices or have them removed. The cost of removal shall be charged to the resident, as appropriate. Furthermore, any such device so removed shall not be replaced

until it has been restored to proper condition, order or appearance and then only with the further written consent of the Board of Directors or the Managing Agent.

No radio or television aerial, antenna or other receptive devices including satellite dishes shall be attached to or hung from the exterior of the building.

Painting, decorating, alteration or repair of the exterior of the building or of any of the General Common Elements by residents is not permitted.

No clothing, cleaning equipment or articles of any sort shall be hung in, hung from, or shaken from the balconies or windows of the residence units.

No substances or items such as water, dirt, cigarette butts, refuse, garbage, clothing, etc. shall be allowed to fall from or be thrown off of or out of balconies or windows.

Decorative items on balconies (including plants) which alter from the uniform appearance of the exterior of the building are not permitted. All plants on the balconies must be placed in saucers or trays that have enough capacity to hold all drainage.

**The use or storage of barbecue grills, hibachis, smokers or fireworks on or near balconies of The Spires is not permitted. It is also illegal, under City of Houston ordinance, to use or store such items on or near balconies.**

## **E. PARKING GARAGE**

Parking spaces in the garage are deeded as Limited Common Elements appurtenant to specific units. As such, residents must park in their deeded, assigned parking spaces only. If at any time a car is parked in your space without authorization, contact the Front Concierge Desk to authorize, in writing, having the vehicle removed. If Management is forced to tow a vehicle, the cost will be charged to the person in violation. Management will require written authorization to tow a car from your space and will not be liable for any claims of wrongful towing.

For purposes of these Rules, vehicles include automobiles, motorcycles, bicycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles.

All vehicles must be registered with the Management Office. The forms for registering your vehicles can be found in The Spires Resident's Handbook, Section V: FORMS or obtained through the Management Office or The Spires web site. After completing the appropriate form(s), you will be issued a decal(s). On automobiles, the decal should be placed on the inside, left front windshield, above the state inspection and registration stickers. On motorcycles and bicycles, decals should be easily visible. The decals are used by the Courtesy Officer and Valets to expedite your entry to the property.

No more than one car, passenger truck, small van, or similar passenger vehicle shall be parked per parking space. The Board of Directors and the Managing Agent shall have the right to remove, at the owner's expense, improperly parked vehicles.

Vehicles not in operating condition shall not be parked, repaired or stored (on blocks or otherwise) in the Parking Garage. Without limitation, a vehicle shall be deemed not to be in operating condition if same has expired or missing license tags or inspection stickers, or are incapable of being driven due to mechanical condition of any kind.

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

All parking spaces in the Parking Garage shall be used for parking purposes only. No articles such as storage bins, gasoline cans, tires, etc. may be stored in parking spaces. No parking space shall be converted for living, recreational or business purposes, nor shall anything be stored in any parking space. With the exception of motorcycles, removable automobile hardtops, and bicycles stored in accordance with The Spires Rules and Regulations, no articles of any kind including trailers, boats, jet skis, recreational vehicles, motor homes, campers, commercial vehicles, or trucks (other than standard size pick-up trucks) are permitted on or in the parking garage, parking spaces, or General Common Elements except as may be periodically approved, in special circumstances and in writing, by the Board of Directors or Managing Agent.

No vehicle may be parked in a manner that interferes with ready access to any entrance to or exit from the Parking Garage. 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 other residents, guests or service vehicles, in fire lanes, or in any area designated as "No Parking."

Each vehicle shall be muffled and shall be maintained and operated to minimize noise, odor, and oil or other fluids emissions. No noisy or smoky vehicles may be operated in the Parking Garage. No resident shall cause or permit the blowing of a horn of any vehicle in which such resident or his or her guest or family shall be occupants while approaching or in the parking areas or the Parking Garage. Residents, their families, employees, agents, visitors, or licensees shall obey all posted parking and traffic regulations and any other regulations published for the safety, comfort and convenience of others.

For safety and security reasons, bicycle storage is not permitted on the ramps or driveways of the garage or in areas of the garage that are readily visible from the outside of the building. Bicycles may be stored in individual parking spaces, provided that those spaces do not border the north or east side of the garage. For residents whose parking spaces are on the north and east periphery of the garage, bicycle storage is provided along the interior wall of the garage on levels E and G. Bicycles must be stored flush against the wall so as to not impede automobile traffic. Residents are responsible for securing their bicycles to the fixtures provided. Other residents may use this space for storing their bicycles as well, but priority will be given to residents with perimeter parking spaces. Improperly stored or unregistered bicycles will be removed by the Board of Directors, the Managing Agent or their designee, and the costs of such removal will be charged to the person in violation.

All residents must have a garage door remote control device for each car or similar passenger vehicle. If your vehicle does not have a built-in garage door opener, devices may be obtained from the Management Office for a \$50.00 deposit.

The Spires is not responsible for any damage to or theft of vehicles or personal property while on The Spires property. Each resident is urged to maintain adequate insurance coverage for such losses should they occur.

Parking at the building's garage entry door (grocery dock) is for the purpose of loading and unloading only. Vehicles may be left in this area for a limited time only (15 minutes or less). The keys to any vehicle that is parked at this entrance must be left with the Front Concierge Desk.

No vehicle may be kept in the Parking Garage if the Board of Directors or Managing Agent deems it to be in violation of these Rules. Any vehicle in violation of The Spires Rules and Regulations Part E: PARKING GARAGE may be cited and/or fined in accordance with The Spires Rules and Regulations Part R: VIOLATION OF THE SPIRES RULES AND REGULATIONS and/or stickered, wheel-locked, or towed, or otherwise removed, from the Condominium by the Board of Directors or Managing Agent, at the expense of the vehicle's owner. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for rules violations. All towing shall be in accordance with the Texas towing statute.

## **F. B-1 AND B-2 LEVEL STORAGE AREAS**

Leaving items on top of the lockers or on the floor outside lockers is not permitted. The Management Office will attempt to notify owners of improperly stored items. However, if the owners cannot be determined or if the known owners do not remove the items following notification, the Management Office will dispose of improperly stored items.

## **G. RECREATIONAL FACILITIES**

The swimming pool, pool and gazebo area, tennis courts, racquetball court, fitness room, and all other recreational areas are for the use and enjoyment of residents and their guests. The recreational facilities shall be used only for the purposes for which they were intended. Consideration for the comfort, safety and convenience of others shall be exercised at all times.

Excessive noise such as loud music or loud talking, and all other forms of improper or rude behavior are prohibited. Radios, phonographs, tape recorders, television sets and other personal electronic devices used in these areas must be used with earphones.

Trash must be disposed of in the trash receptacles provided.

All guests must be accompanied by their resident host in all recreational areas unless the guests are staying in the building and have been properly identified to the personnel at the Front Concierge Desk. Residents are responsible for the actions of their guests.

Pets are not allowed in any of the recreational areas of the building.

The Spires Management and The Spires Association are not responsible for the loss of personal property or for injuries or losses sustained in any of the recreational areas.



## **1. Pool/Pool and Gazebo Area Rules**

The swimming pool and pool and gazebo area are open 24 hours a day, seven days a week. THERE IS NO LIFEGUARD ON DUTY. RESIDENTS AND THEIR GUESTS SWIM AT THEIR OWN RISK. It is recommended that residents and their guests refrain from swimming alone.

Children under 12 years of age must be accompanied by an adult in the pool and pool and gazebo area.

Swim wear is required at all times. Diaper-aged children must wear a swim diaper.

Glass objects are not permitted in the pool and pool and gazebo area. Exceptions may be made in certain circumstances, including parties and other events held by residents or The Spires Association. Requests for exceptions must be made to the Managing Agent in advance.

Excessive and otherwise disturbing noise is prohibited in the pool and pool and gazebo area.

Smoking is prohibited in the pool and pool and gazebo area.

Running and all other forms of horseplay are prohibited in the pool and pool and gazebo area.

Diving or jumping into the pool is prohibited.

Each resident is permitted two guests in the pool and pool and gazebo area. Written permission for larger parties must be obtained from the Management Office.

Residents and guests are asked to towel dry before re-entering the building after swimming to prevent floors, hallways and elevators from becoming dangerously slick. As a courtesy to your fellow residents, appropriate swimsuit cover-ups and/or shirts are recommended while in the interior Common Areas of the building.

Use of the Gazebo and grill is subject to availability. Reservation schedules may be maintained at the Front Concierge Desk from time to time, at the discretion of the Managing Agent.

The grill must be cleaned after use.

## **2. Fitness Room Rules**

Proper attire is required. Soft-soled tennis or exercise shoes must be worn at all times. Men must wear sweat suits or shirt and shorts; women must wear sweat suits, shirt and shorts, or leotards.

When using the sauna, please use discretion in your attire.

Do not leave items strewn about the room or on the fitness room furnishings. Keep all belongings either on your person or in a locker.

Lockers are provided for the convenience of residents. Residents may store personal belongings in lockers and use a lock to secure belongings while exercising or using the fitness room facilities. Residents wishing to use lockers on a permanent or semi-permanent basis should contact the Managing Agent to discuss current terms and availability.

When finished using fitness room equipment, please wipe it down so that it will be in good condition for the next person. To eliminate paper towel waste, please bring your own towel from home.

Always return weights to their proper place when you have finished using them. Do not remove the barbells or any other equipment from the fitness room.

Children under 14 years of age are not permitted in the fitness room. Children between 14 and 16 years of age must be accompanied by an adult while in the fitness room.

### **3. Tennis and Racquetball Court Rules**

Use of the Tennis and Racquetball Courts is subject to availability. Reservation schedules may be maintained at the Front Concierge Desk from time to time, at the discretion of the Managing Agent. Use of the tennis courts is permitted between 8:00AM and 10:00PM. Tennis courts lights are turned off promptly at 10:00PM.

In/on the racquetball court, protective eyewear is recommended. Black-soled shoes are prohibited.

Children under 12 years of age must be accompanied by an adult.

## **H. RESIDENTS' INSURANCE**

Residents are required to maintain insurance on their personal property, including the contents of their residence units, storage areas and garage parking spaces. As stated in Article V, Section 5.2 of the Declaration of Condominium, “[each] Owner must carry insurance on the contents of his/her Residence Unit and the furnishings, wall and floor coverings, appliances and all parts of the Residence Unit not Common Elements, and personal property therein . . . . Each Owner must, at such Owner’s own cost and expense, carry a policy of liability insurance with minimum limits of three hundred thousand dollars (\$300,000).”

## **I. CHILDREN**

Playing or loitering in or on the entrances, stairwells, hallways, garages, elevators or driveways is not permitted.

Children 12 years of age or younger must be accompanied by an adult when in the swimming pool, pool and gazebo area, tennis courts or racquetball court. Children under 14 years of age are not allowed in the fitness room. Children between 14 and 16 years of age must be accompanied by an adult in fitness room.

## **J. PETS**

All pets must be registered with the Management Office. A Pet Registration Form is provided in The Spires Resident's Handbook Section V: FORMS. Additional forms may be obtained from the Management Office or The Spires web site.

Residents wishing to house a pet in the building must apply in writing and receive approval from the Board of Directors and/or Managing Agent prior to bringing the animal into the building. Any such approval shall be deemed conditional, subject to the condition that The Spires Rules and Regulations Part J: PETS is not violated. In the event that any of The Spires Rules and Regulations Part J: PETS is violated, such conditional approval shall be subject to being revoked.

Residents whose guests wish to bring a pet into the building must apply in writing and receive approval from the Board of Directors and/or Managing Agent prior to the guest bringing the animal into the building. Any such approval shall be deemed conditional, subject to the condition that The Spires Rules and Regulations Part J: PETS is not violated. In the event that any of The Spires Rules and Regulations Part J: PETS is violated, such conditional approval shall be subject to being revoked. Guests and their pets are required to abide by all Spires rules and regulations. Residents hosting guests and guest pets will be held responsible for any violation of the rules and regulations by their guests or their guests' pets.

Commonly recognized domestic household pets including dogs, cats, birds and fish are permitted at The Spires. Reptiles and some exotic animals are not permitted. Excluded animals include, but are not limited to: snakes, insects, spiders, lizards, rats, mice, ferrets, alligators and crocodiles. Other animals are generally not acceptable. Residents should direct special requests, and any questions about particular animals and their acceptability in The Spires to the Board of Directors and/or Managing Agent prior to bringing an animal into the building.

Many breeds of dogs are acceptable at The Spires. Only those dogs whose weight exceeds 30 pounds at maturity or who have exhibited aggressive behavior will be excluded. Dogs that resided in the building prior to March 1994 are exempt from the weight rule.

Except for fish, no more than two pets may be kept in any residence unit.

Fish tanks having greater than 15 gallons capacity must have prior approval from the Board of Directors and/or Managing Agent. Fish tanks that were in the building prior to March 1994 are exempt from this rule.

Each pet owner is strictly liable and shall defend and hold harmless and indemnify all other residents, the Board of Directors, Managing Agent and staff against any loss or liability as a result of negligence involving their pet on Spires property.

Animals shall be kept current on all inoculations. Verification of current inoculations must be provided to the Managing Agent along with the application to bring the animal into the building. Updated documentation must be provided to the Managing Agent as appropriate. The Spires reserves the right to evict animals not in compliance.

Dogs and cats must be neutered or spayed. At the discretion of the Board, this requirement may be waived based on the advanced age or medical condition of the animal. The Board retains the right to rescind this waiver. Dogs and cats residing in the building prior to March 1994 are excluded from this provision.

Obedience training is required for all dogs by the time the dog reaches 18 months of age.

Dogs must enter and exit the building through the B-1 level, on the East side of the building by the loading dock area, or into the garage area.

Outside residence units: dogs must be on a short leash of 30 inches or less-- carrying dogs, or collaring, is not acceptable in lieu of a leash; cats must be on a leash or in a carrier.

Pets are not allowed in the Common Areas such as the pool, pool and gazebo area, lobby, fitness room, party and conference facilities, etc. The only exceptions are the elevator lobbies, hall of the B-1 level and certain times in the garage when it is necessary to exit the pet from the building.

In the allowed Common Areas and while on The Spires property, dogs are required to wear identification giving the owner's name and phone number.

Ordinarily, dogs should be walked outside the fence line of The Spires. However, late at night or at other times when safety is a concern, dogs may be walked in the designated grassy area outside the service entrance/loading dock door on the B-1 level. Immediate clean up and proper disposal of the animal's waste by the pet owner/dog walker is required.

Each pet owner is responsible for cleaning, for the expense of cleaning, or for the repair of any spoilage or damage to the building caused by his/her pet. **If there is an elimination accident in the building or in the elevators, the Front Concierge Desk is to be notified immediately.** If the elimination accident occurs in the elevators, the resident must call the Front Concierge Desk from the elevator and have the elevator stopped at the resident's floor so that the resident can clean the elevator prior to it being placed back in service.

Waste must be double-bagged and sealed before being placed in the trash rooms. **To eliminate odor and avoid health hazards, animal waste should never be placed down the trash chute.** Once animal waste has been placed in the trash room, please contact the Front Concierge Desk to have it picked up. Double-bagged, sealed waste may also be taken directly to the dumpster located outside the B-1 level service entrance/loading dock.

No pets shall be maintained in the building for commercial purposes.

If a pet disturbs others by barking, or in other ways becomes obnoxious, the Board of Directors or Managing Agent will give notice to the pet owner to stop such annoyances immediately.

If a biting incident occurs, report it to the Managing Agent or Board of Directors immediately. The incident will be reported to Animal Control (as required by City of Houston regulations). Seek medical attention. In some circumstances, residents may be required to remove the animal from the building.

Violation of pet regulations may result in revocation of the conditional approval of such pet, legal action against pet owner(s), or eviction of the animal from the building.

## **K. GUESTS**

Except when arriving at and departing from the building, guests must be accompanied by their resident hosts while in the Common Areas, including the pool, pool and gazebo area, tennis and racquetball courts, the fitness room and other recreational and social facilities. Guests who are staying in the building for a period of time and have been properly introduced to the Front Concierge Desk may be allowed to move about the building unescorted.

Residents are responsible for the actions of their guests while they are on The Spires property. The Spires, in no way, assumes responsibility for any guest.

### **1. Guest Parking**

The Spires offers free Valet parking to guests. Please advise your guests of The Spires' **No Tipping Policy**.

Guests who wish to self-park or who will be visiting the building for a short period of time (20 minutes or less) may self-park in designated visitor parking areas. Keys to all vehicles left in these areas must be left with the Valets or Concierge.

Visitors will not be allowed to park their own vehicle in the garage unless the resident host provides authorization to the Management Office or Concierge.

## **L. CONTRACTORS, REPAIRMEN AND DELIVERIES**

If you are expecting a contractor or repairman, please notify the Management Office at 713-799-2500.

Please advise your contractors and/or repairmen to enter through the B-1 service entrance/loading dock. Contractors and repairmen may park in this area provided there is adequate space available. If space is not available, contractors and repairmen will be directed by the Management Office, Valets or the Concierge to park in another area. Contractors, repairmen and deliverymen are not allowed within the garage and will not be Valet parked.

All deliveries of goods, services, materials, or packages over 25 pounds shall be made via the B-1 service entrance/loading dock and service (#4) elevator, and must be scheduled in advance with the Management Office.

For security reasons, all contractors, repairmen and deliverymen must sign in so that they may be issued a Visitor Badge. Badges must be returned before exiting the building. There will be a charge to the resident of \$20.00 per unreturned badge.

## **M. PACKAGES AND GROCERIES**

The US Postal Service, UPS, Federal Express, DHL, and other similar services leave packages, parcels, and certified mail not exceeding 25 pounds with the Front Concierge Desk. Upon receipt of a package, the Concierge will place a delivery notice in the resident's mailbox and, if necessary, on the door of the residence unit. At your convenience, a Valet will deliver such small packages to your residence unit.

Any package heavier than 25 pounds must be scheduled in advance with the Management Office and must be delivered through the B-1 service entrance/loading dock, via the service (#4) elevator.

Other than briefcases, handbags, other easily carried personal items, and small parcels and packages, all other parcels and packages should be brought into and taken out of the building through the garage entry door or the B-1 service entrance/loading dock. The service (#4) elevator should be used.

**The Spires assumes no responsibility for loss and/or damage of delivered items.**

## **N. PARTIES AND EVENTS**

For the convenience and benefit of all residents, the Board of Directors and the Management Office have established rules governing parties and events. In-residence event forms are required for all events hosted within a resident's residence unit. Completed, signed contracts must be submitted to the Management Office in order for residents to reserve the party and conference facilities, or other Common Area facilities for parties or events. Forms and contracts can be found in The Spires Resident's Handbook Section V: FORMS. Additional copies of contracts and forms can be obtained from the Management Office or The Spires web site.

### **1. In-Residence Event Rules**

Pursuant to Article II, Section 2.1 of the Declaration of Condominium, commercial activities are strictly prohibited.

Pursuant to Article II, Section 2.1 of the Declaration of Condominium, "No noxious or offensive activities of any sort shall be permitted, nor shall anything be done in any Residence Unit or in any General Common Element which shall be or may become an annoyance or nuisance to the other Owners."

The resident hosting the function must sign the In-Residence Event Form prior to hosting an event in their residence unit. The form can be found in The Spires Resident's Handbook Section V: FORMS. Additional copies of the form are available through the Management Office or The Spires web site.

Residents must be present at all times during an in-residence event. Guests, catering, delivery or other persons will not be permitted to enter the building unless the resident host is present to meet such individuals. If an emergency arises and the resident host is called away or unable to attend, the resident host must contact the Management Office immediately.

One valet is required for every 10 vehicles or 20 guests. Valet services are charged to the resident at an hourly rate, with a minimum charge of one hour per valet. Contact the Management Office for the current hourly rate. Requests for additional valets must be made at least one week in advance of the party's date. The Concierge will record all vehicles which were parked for your function, and you will be billed accordingly.

An alphabetical guest list shall be furnished to the Front Desk at least four hours prior to the party. This list should include the first and last names of all guests expected to attend the function.

Drinking, eating, smoking or congregating in the lobbies, elevators or hallways of the building is not permitted.

All doors leading to Common Areas shall be kept closed during an in-residence function.

No unlawful weapons of any kind may be brought into the building by a guest, for any purpose.

Residents will be held accountable for the actions and welfare of their guests during and after their function. The Spires, in no way, assumes responsibility for any guest.

Residents hosting events agree to be liable for, and to defend, hold harmless, and indemnify The Spires Association, its directors, officers, managing agent(s), and employees of and from any damage, loss, liability, injury, or claims (including reasonable attorneys fees) arising from or resulting from the acts, omissions, or negligence of any guests, invitees, or attendees.

Failure to obey any of The Spires Rules and Regulations may result in fines, assessments or damage fees as may be determined by the Board of Directors.

## **2. The Parlor Rules**

According to City of Houston Fire Code, The Parlor's maximum capacity is 50 guests. Due to heavy traffic flow into the building in the late afternoon hours, functions scheduled on weekdays (Monday thru Friday) between 4:30PM and 6:30PM will be limited to a maximum of 25 guests.

The Parlor is a Common Element that has been made available for the benefit, use and enjoyment of residents and their guests. The Parlor shall be used for social purposes only. It may not be used for the purposes of hosting meetings, symposiums, charitable or political fundraisers, retreats, sales meetings, or any other commercial or business function. However, the Board of Directors reserves the right to host any functions including but not limited to Town Hall meetings that are held for the collective benefit of all residents.

Pursuant to Article II, Section 2.1 of the Declaration of Condominium, "No noxious or offensive activities of any sort shall be permitted, nor shall anything be done in any Residence Unit or in any General Common Element which shall be or may become an annoyance or nuisance to the other Owners."

There is a \$100.00 security deposit for The Parlor. Each event will require a separate deposit check. Standing deposits will not be permitted. Deposits are refundable after inspection of the room following the function confirms that there has been no damage to the room and no infractions of these rules. The security deposit will be forfeited in full if there are any infractions of these rules.

The deposit shall be paid at least 24 hours prior to the function.

The resident hosting the function must sign The Parlor Contract and pay all applicable fees before the room can be reserved or used. The Parlor Contract can be found in The Spires Resident's Handbook Section V: FORMS. Additional copies of The Parlor Contract are available through the Management Office or The Spires web site.

Residents are responsible for cleaning the room immediately following their function. Any additional cleaning that is required shall be performed by The Spires Housekeeping staff and charged to the resident at an hourly rate, with a minimum charge of one hour. Contact the Management Office for the current rate. The cost for this cleaning and for any damages, loss or destruction resulting from a function will be deducted from the security deposit.

The resident hosting the function hereby agrees to reimburse the Association for any additional cleaning charges and all other expenses exceeding the security deposit including but not limited to damages, loss or destruction resulting from said function and the use of the room by the resident, his/her guests or other individuals including musicians, florists, caterers, etc. For your protection, an inspection of the room before and after your function will be made in your presence by a designated Spires staff member.

Residents shall not move furnishings from the room to accommodate a large function. If moving of furniture is required, this task must be done by The Spires staff, and the resident shall be billed at an hourly rate per employee utilized in moving furniture, with a minimum charge of one hour per employee. Contact the Management Office for the current hourly rate.

All special requests (i.e. table set-up, etc.) must be received one week in advance. Built-in stereo, video and TV equipment is provided in The Parlor for the use and enjoyment of all residents. Additional electronic or electronically amplified equipment and musical instruments may not be brought into The Parlor without the written consent of the Managing Agent or the Board of Directors.

One valet is required for every 10 vehicles or 20 guests. Valet services are charged to the resident at an hourly rate, with a minimum charge of one hour per valet. Contact the Management Office for the current hourly rate. Requests for additional valets must be made at least one week in advance of the party's date. The Concierge will record all vehicles that were parked for your function, and you will be billed accordingly.

An alphabetical guest list shall be furnished to the Front Desk at least four hours prior to the party. This list should include the first and last names of all guests expected to attend the function.

Smoking is not permitted in The Parlor. Guests and residents attending events who wish to smoke are required to exit more than 25 feet out the front of the building to do so.

Pursuant to the City of Houston Fire Code, no candles may be burned in The Parlor.



No items may be affixed to the rooms' walls, moldings, artwork, furniture, fabrics, or doors. In particular, no tape, staples, thumbtacks, glue or pins may be used on the walls, moldings, artwork, furniture, fabrics, or doors.

Drinking, eating, smoking or congregating in the lobbies or hallways is not permitted. If, however, functions are held collectively by the Association for all the residents, the Board of Directors reserves the right to hold the function or a portion thereof in the lobbies or hallway areas.

The doors to The Parlor shall be kept closed during the function. If, however, functions are held collectively by the Association for all the residents, the Board of Directors reserves the right to hold the function or a portion thereof in the lobbies or hallway areas, and leave the doors to The Parlor open, or remove the doors entirely.

The resident hosting the function must be present at all times throughout the function. Guests, catering, delivery or other persons will not be permitted to enter the building unless the resident host is present to meet such individuals. If an emergency arises and the resident host is called away or unable to attend, the resident host must contact the Management Office immediately.

No unlawful weapons of any kind may be brought into the building by a guest, for any purpose.

Residents will be held accountable for the actions and welfare of their guests during and after their function. The Spires, in no way, assumes responsibility for any guest.

Residents hosting events in The Parlor agree to be liable for, and to defend, hold harmless, and indemnify The Spires Association, its directors, officers, managing agent(s), and employees of and from any damage, loss, liability, injury, or claims (including reasonable attorneys fees) arising from or resulting from the acts, omissions, or negligence of any guests, invitees, or attendees.

Failure to obey any of The Spires Rules and Regulations may result in the automatic forfeiture of the resident host's reservation of The Parlor and security deposit and in fines, assessments or damage fees as may be determined by the Board of Directors.

The Spires Management and their authorized designees reserve the right to and may inspect The Parlor at any time during a function.

### **3. The Terrace Room Rules**

According to City of Houston Fire Code, The Terrace Room's maximum capacity is 35 guests. Due to heavy traffic flow into the building in the late afternoon hours, functions scheduled on weekdays (Monday thru Friday) between 4:30PM and 6:30PM will be limited to a maximum of 25 guests.

The Terrace Room is a Common Element that has been made available for the benefit, use and enjoyment of residents and their guests. The Terrace Room shall be used for social purposes, or for small group meetings or retreats. It may not be used for the purposes of charitable or political fundraisers, or any other commercial or business function. However, the Board of Directors reserves

the right to host any functions including but not limited to Town Hall meetings that are held for the collective benefit of all residents.

Pursuant to Article II, Section 2.1 of the Declaration of Condominium, "No noxious or offensive activities of any sort shall be permitted, nor shall anything be done in any Residence Unit or in any General Common Element which shall be or may become an annoyance or nuisance to the other Owners."

There is a \$100.00 security deposit for The Terrace Room. Each event will require a separate deposit check. Standing deposits will not be permitted. Deposits are refundable after inspection of the room following the function confirms that there has been no damage to the room and no infractions of these rules. The security deposit will be forfeited in full if there are any infractions of these rules.

The deposit shall be paid at least 24 hours prior to the function.

The resident hosting the function must sign The Terrace Room Contract and pay all applicable fees before the room can be reserved or used. The Terrace Room Contract can be found in The Spires Resident's Handbook Section V: FORMS. Additional copies of The Terrace Room Contract are available through the Management Office or The Spires web site.

Residents are responsible for cleaning the room immediately following their function. Any additional cleaning that is required shall be performed by The Spires Housekeeping staff and charged to the resident at an hourly rate, with a minimum charge of one hour. Contact the Management Office for the current rate. The cost for this cleaning and for any damages, loss or destruction resulting from a function will be deducted from the security deposit.

The resident hosting the function hereby agrees to reimburse the Association for any additional cleaning charges and all other expenses exceeding the security deposit including but not limited to damages, loss or destruction resulting from said function and the use of the room by the resident, his/her guests or other individuals including musicians, florists, caterers, etc. For your protection, an inspection of the room before and after your function will be made in your presence by a designated Spires staff member.

Residents shall not move furnishings from the room to accommodate a large function. If moving of furniture is required, this task must be done by The Spires staff, and the resident shall be billed at an hourly rate per employee utilized in moving furniture, with a minimum charge of one hour per employee. Contact the Management Office for the current hourly rate.

All special requests (i.e. table set-up, etc.) must be received one week in advance. Electronic or electronically amplified equipment and musical instruments may not be brought into The Terrace Room without the written consent of the Managing Agent or the Board of Directors.

One valet is required for every 10 vehicles or 20 guests. Valet services are charged to the resident at an hourly rate, with a minimum charge of one hour per valet. Contact the Management Office for the current hourly rate. Requests for additional valets must be made at least one week in advance of the party's date. The Concierge will record all vehicles that were parked for your function, and you will be billed accordingly.

An alphabetical guest list shall be furnished to the Front Desk at least four hours prior to the party. This list should include the first and last names of all guests expected to attend the function.

Smoking is not permitted in The Terrace Room. Guests and residents attending events who wish to smoke are required to exit more than 25 feet out the front of the building to do so.

Pursuant to the City of Houston Fire Code, no candles may be burned in The Terrace Room.

No items may be affixed to the rooms' walls, moldings, artwork, furniture, fabrics, or doors. In particular, no tape, staples, thumbtacks, glue or pins may be used on the walls, moldings, artwork, furniture, fabrics, or doors.

Drinking, eating, smoking or congregating in the lobbies or hallways is not permitted. If, however, functions are held collectively by the Association for all the residents, the Board of Directors reserves the right to hold the function or a portion thereof in the lobbies or hallway areas.

The doors to The Terrace Room shall be kept closed during the function. If, however, functions are held collectively by the Association for all the residents, the Board of Directors reserves the right to hold the function or a portion thereof in the lobbies or hallway areas, and leave the doors to The Terrace Room open, or remove the doors entirely.

Events held in the Terrace Room shall not also use the pool or pool and gazebo area without the prior written permission of the Board of Directors or Managing Agent. If an event is authorized to use the pool and/or pool and gazebo area, residents must, in addition to these rules, follow all rules related to the pool and pool and gazebo area. These rules can be found in Part G1: Pool/Pool and Gazebo Area Rules.

The resident hosting the function must be present at all times throughout the function. Guests, catering, delivery or other persons will not be permitted to enter the building unless the resident host is present to meet such individuals. If an emergency arises and the resident host is called away or unable to attend, the resident host must contact the Management Office immediately.

No unlawful weapons of any kind may be brought into the building by a guest, for any purpose.

Residents will be held accountable for the actions and welfare of their guests during and after their function. The Spires, in no way, assumes responsibility for any guest.

Residents hosting events in The Terrace Room agree to be liable for, and to defend, hold harmless, and indemnify The Spires Association, its directors, officers, managing agent(s), and employees of and from any damage, loss, liability, injury, or claims (including reasonable attorneys fees) arising from or resulting from the acts, omissions, or negligence of any guests, invitees, or attendees.

Failure to obey any of The Spires Rules and Regulations may result in the automatic forfeiture of the resident host's reservation of The Terrace Room and security deposit and in fines, assessments or damage fees as may be determined by the Board of Directors.

The Spires Management and their authorized designees reserve the right to and may inspect The Terrace Room, Pool and Pool and Gazebo Area at any time during a function.

#### **4. Conference Room Rules**

The Conference Room's maximum capacity is 15 guests.

The Conference Room is a Common Element that has been made available for the benefit, use and enjoyment of residents and their guests. Residents may reserve the Conference Room for eight hours per month, in two or four hour blocks at no charge. Additional blocks of time may be reserved for a fee. Contact the Management Office for the current rate.

Pursuant to Article II, Section 2.1 of the Declaration of Condominium, "No noxious or offensive activities of any sort shall be permitted, nor shall anything be done in any Residence Unit or in any General Common Element which shall be or may become an annoyance or nuisance to the other Owners."

There is a \$100.00 security deposit for the Conference Room. Each event will require a separate deposit check. Standing deposits will not be permitted. Deposits are refundable after inspection of the room following the function confirms that there has been no damage to the room and no infractions of these rules. The security deposit will be forfeited in full if there are any infractions of these rules.

The deposit shall be paid at least 24 hours prior to the function.

The resident hosting the function must sign the Conference Room Contract and pay all applicable fees before the room can be reserved or used. The Conference Room Contract can be found in The Spires Resident's Handbook Section V: FORMS. Additional copies of the Conference Room Contract are available through the Management Office or The Spires web site.

Residents are responsible for cleaning the Conference Room immediately following their function. Any additional cleaning that is required shall be performed by The Spires Housekeeping staff and charged to the resident at an hourly rate, with a minimum charge of one hour. Contact the Management Office for the current rate. The cost for this cleaning and for any damages, loss or destruction resulting from a function will be deducted from the security deposit.

The resident hosting the function hereby agrees to reimburse the Association for any additional cleaning charges and all other expenses exceeding the security deposit including but not limited to damages, loss or destruction resulting from said function and the use of the room by the resident, his/her guests or other individuals including musicians, florists, caterers, etc. For your protection, an inspection of the room before and after your function will be made in your presence by a designated Spires staff member.

All furnishings shall remain in the Conference Room at all times. Electronic or electronically amplified equipment and musical instruments may not be brought in without the prior written consent of the Managing Agent or the Board of Directors.

One valet is required for every 10 vehicles. Valet services are charged to the resident at an hourly rate, with a minimum charge of one hour per valet. Contact the Management Office for the current hourly rate. Requests for additional valets must be made at least one week in advance of the party's date. The

Concierge will record all vehicles that were parked for your function, and you will be billed accordingly.

An alphabetical guest list must be furnished to the Front Desk at least four hours prior to the commencement of a function. This list should include the first and last names of all guests expected to attend the function.

Smoking is not permitted in the Conference Room. Guests and residents attending events who wish to smoke are required to exit more than 25 feet out the front of the building to do so.

Pursuant to the City of Houston Fire Code, no candles may be burned in the Conference Room.

No items may be affixed to the rooms' walls, moldings, artwork, furniture, fabrics, or doors. In particular, no tape, staples, thumbtacks, glue or pins may be used on the walls, moldings, artwork, furniture, fabrics, or doors.

Drinking, eating, smoking or congregating in the lobbies or hallways is not permitted.

The door to the Conference Room must be kept closed at all times during the function.

The resident host must be present at all times during a function. Guests, catering, delivery or other persons will not be permitted to enter the building unless the resident host is present to meet such individuals. If an emergency arises and the resident host is called away or unable to attend, the resident host must contact the Management Office immediately.

No unlawful weapons of any kind may be brought into the building by a guest, for any purpose.

Residents will be held accountable for the actions and welfare of their guests during and after their function. The Spires, in no way, assumes responsibility for any guest.

Residents hosting events in the Conference Room agree to be liable for, and to defend, hold harmless, and indemnify The Spires Association, its directors, officers, managing agent(s), and employees of and from any damage, loss, liability, injury, or claims (including reasonable attorneys fees) arising from or resulting from the acts, omissions, or negligence of any guests, invitees, or attendees.

Failure to obey any of The Spires Rules and Regulations may result in the automatic forfeiture of the resident host's reservation of the Conference Room and security deposit and in fines, assessments or damage fees as may be determined by the Board of Directors.

The Spires Management and their authorized designees reserve the right to and may inspect the Conference Room at any time during a function.

## **O. TRASH DISPOSAL**

A trash disposal room is located on each floor of the building.

Regular household trash and refuse should be placed in heavy-duty plastic bags and deposited in the trash chute. Do not leave trash bags containing regular household trash on the floor of the trash disposal room.

**ALL GLASS AND RECYCLABLE PLASTIC AND CANS** should be placed in the tall plastic trash container in the trash disposal room.

**NEWSPAPERS** should never be put in the trash chute. They should be stacked neatly in the small square recycling bins in the trash disposal room.

**WET GARBAGE** should be deposited in your garbage disposal whenever possible to control odors within the building.

**OVERSIZED OR ODD-SHAPED OBJECTS SUCH AS STURDY CARDBOARD BOXES, OLD BOOKS, CLOTHES HANGERS OR TELEPHONE BOOKS** should never be placed in the trash chute. Place these items on the floor of the trash room for removal or call the Front Concierge Desk at 713-799-2501 or Housekeeping at 713-799-2504 to have these items picked up. If you wish, you may place these items directly into the dumpster located outside the B-1 service entrance/loading dock door.

**BURNING, SMOLDERING OR FLAMMABLE MATERIALS** should never be disposed of in the trash chute, trash room or B-1 service entrance/loading dock dumpsters. All such materials must be completely extinguished before disposal.

**AEROSOL/PRESSURIZED CANS** should never be placed in the trash chute as they could explode when compressed in the trash compactor. Place these items on the floor of the trash room for removal or call the Front Concierge Desk at 713-799-2501 or Housekeeping at 713-799-2504 to have these items picked up. If you wish, you may place these items directly into the dumpster located outside the B-1 service entrance/loading dock door.

**ANIMAL WASTE INCLUDING CAT LITTER** should never be placed in the trash chute, as it creates an unpleasant odor as well as a health hazard. Always **double-bag** waste, place bags on the floor of the trash room, and contact the Front Concierge Desk at 713-799-2501 or Housekeeping at 713-799-2504 to have it picked up. Or, you may place the bagged litter directly into the dumpster located outside the B-1 service entrance/loading dock door.

Damage to the trash compactor caused by the improper disposal of garbage shall be the financial responsibility of the resident in violation of these rules.

## **P. MOVING PROCEDURES**

To assure availability of the freight elevator, all moves into and out of The Spires must be scheduled through the Management Office. Please call 713-799-2500, Monday through Friday between 8:00AM and 5:00PM to schedule your move. The Management Office must have a copy of your lease agreement or verification of ownership prior to your move-in. Reservations for the service (#4) elevator are made on a first come, first served basis.

## 1. Before the Move

The Management Office must know the name of your moving company as far in advance as possible. The Management Office will also require a copy of the moving company's insurance certificate.

If your mover wishes to visit the building prior to your move, The Spires staff will show him/her the exact route that will be taken to your residence unit. This is generally preferred, as it provides a more efficient, cost-effective move for the resident and the moving company.

## 2. Day of the Move

When you and your mover arrive, our staff will be fully prepared to greet you. Each person on the moving crew must sign in so that they may be issued a Visitor Badge. For security reasons, these badges must be returned upon completion of the move. There will be a charge to the resident of \$20.00 per unreturned badge.

Moving items in and out of the front lobby and/or garage entrance is not allowed.

Carts, located at the garage entry door, are for the occasional use of residents. Carts may not be used for moving into or out of the building.

Passenger elevators (Elevators #1, 2, and 3) may not be used for moving unless specifically authorized by the Management Office.

It is the responsibility of your mover to adhere to elevator load capacities and exercise caution, thereby avoiding damage.

## 3. After the Move

When all of your belongings are inside your residence unit or removed from the building by the mover, a Management Office representative will inspect the building with you and your mover to assure that no damage occurred as a result of your move. All damage to the building or General or Limited Common Elements caused by the moving or carrying of any article during a move are the financial responsibility of the resident and/or mover.

We encourage you to have your mover take away as much packing material as possible. Any remaining trash will be handled by The Spires staff. Please call the Front Concierge Desk at 713-799-2501 or Housekeeping at 713-799-2504 to have trash and packing materials removed.

**DO NOT put cardboard boxes or bulky packing material in the trash chute. They can obstruct the chute and cause damage to the trash compactor.** See Part O: Trash Disposal for rules relating specifically to trash disposal.

## **Q. LEASING OF RESIDENCE UNITS**

Any owner who desires to lease his/her residence unit must comply with the applicable right of first refusal restrictions of The Spires Declaration of Condominium. Article VIII of the Declaration generally provides that no residence unit shall be leased without first presenting the proposed lease to the Managing Agent or the Board of Directors and providing them the opportunity to review the lease and exercise The Association's Right of First Refusal. Further, if the Right of First Refusal is declined, any approved lease may not be assigned, and the residence unit may not be sublet or occupied by any other person or persons other than the person or persons named in the lease which was presented to the Board.

Further, Article II of The Spires Declaration of Condominium expressly provides that all residence units shall be used and occupied only for dwelling purposes for the owner, his/her family and his/her social guests or for leasing or renting to tenants on a month-to-month (or longer term) basis but not as a hotel or "bed and breakfast" and not for leasing or renting or for licensing usage or occupancy on a shorter term basis than month-to-month (or longer term). **NO TRANSIENT OR HOTEL-TYPE OCCUPANCY IS ALLOWED.** Leases cannot be for a shorter time period than one (1) month.

## **R. VIOLATION OF THE SPIRES RULES AND REGULATIONS**

Any violation of The Spires Rules and Regulations should be brought to the attention of the Managing Agent. If violation of a Rule or Regulation is verified, the following procedure will be followed:

1st Violation	Verbal warning from Managing Agent or appointed designee
2nd Violation	Written warning from Managing Agent
3rd Violation	\$500.00 fine
Subsequent Violations	\$500.00 fine for each time violation is repeated

No fine may be levied against a resident without the presentation of the facts by the Managing Agent to the Board of Directors and the authorization by the Board of Directors to proceed with the fine. The resident involved will be notified and have the right to be present when the Managing Agent is presenting a request to levy a fine against the resident to the Board of Directors. Residents have the right to present an appeal to the Board of Directors.

Fines are due and payable upon receipt. A fine will be considered delinquent if unpaid after thirty (30) days. Interest will be charged as may be determined from time to time by the Board.

As provided in Article VIII, Section 8.4 of the Declaration of Condominium, the Board of Directors reserves the right to cancel or terminate the lease of tenants who fail to comply with the terms of their leases or The Spires Rules and Regulations.