

**THE SPIRES**

**RULES AND REGULATIONS**

**Proposed Revision 2018**

(Approved:)  
(Effective:)

## TABLE OF CONTENTS

<b>THE SPIRES RULES AND REGULATIONS .....</b>	<b>3</b>
A. INTRODUCTION.....	3
B. GENERAL .....	3
C. THE SPIRES GOVERNANCE.....	6
D. HEALTH AND SAFETY .....	6
E. COMMON AREAS.....	7
F. RESIDENCE UNITS .....	8
G. BALCONIES AND BUILDING EXTERIOR .....	9
H. PARKING GARAGE.....	10
I. B-1 AND B-2 LEVEL STORAGE AREAS, LOCKER UNITS .....	12
J. RECREATIONAL FACILITIES .....	13
K. RESIDENTS' INSURANCE .....	15
L. INTERNET .....	15
M. CHILDREN.....	16
N. PETS.....	17
O. GUESTS.....	19
P. CONTRACTORS, SERVICES AND DELIVERIES .....	19
Q. PACKAGES AND GROCERIES .....	20
R. PARTIES AND EVENTS .....	20
S. TRASH DISPOSAL .....	26
T. MOVING PROCEDURES .....	27
U. LEASING OF RESIDENCE UNITS .....	28
V. VIOLATION OF THE SPIRES RULES AND REGULATIONS .....	29

# **THE SPIRES RULES AND REGULATIONS**

## **A. INTRODUCTION**

Living in a shared community, such as a condominium, requires that certain individual preferences be adjusted for the common good and satisfaction of all Residents. With that precept in mind, these rules and regulations are designed for the safety and convenience of all Residents, visitors, and guests of The Spires. Any questions or concerns regarding these requirements should be directed to the Managing Agent or Board of Directors.

The Spires Condominium (“The Spires”) is a condominium regime (the “Condominium”) which is governed by that certain “Fourth Amended and Restated Declaration of Condominium (for) The Spires” recorded under Film Code 170122 of the Condominium Records of Harris County, Texas, and all amendments thereto (the “Declaration”). The Spires Condominium is managed and administered by The Spires Association, Inc., a Texas non-profit corporation (the “Association”), which acts through a volunteer, elected Board of Directors (“Board” or “Director(s)”. The Association has a management agreement with a managing agent (“Managing Agent”) who carries out/implements the directives of the Board. These Spires Rules and Regulations (the “Rules”) are made and adopted by the Board pursuant, without limitation, the authority granted by (i) Section 82.102(a) (6) and (7) of the Texas Uniform Condominium Act (“TUCA”), codified in Chapter 82 of the Texas Property Code; (ii) the Declaration; and (iii) the Bylaws (“Bylaws”) of the Association.

Capitalized terms used herein which are not otherwise defined shall have the meaning as set forth and/or are described in the Declaration and/or Bylaws.

## **B. GENERAL**

As stated in Article II, Section 2.1(b) of the Declaration , “[no] noxious or offensive activities of any sort shall be permitted, nor shall anything be done in any 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 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 Unit, Balcony, 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.”

Maintenance of a courteous 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 office hours, to the Concierge on duty.

No one shall engage any employee of the Association for any private business without prior written consent of the Board or the Managing Agent, or for any purpose outside the scope of any policy expressly permitting such engagement..

The term "Owner" and "Resident" are sometimes used jointly or severally in these Rules. The Owner of a Unit shall have the definition and meaning set forth in the Declaration. A "Resident" shall mean any occupant of a Unit, whether the Owner of the Unit, or any person(s) occupying the Unit under a lease, rental agreement, or any other arrangement, with the Owner. These Rules shall be binding and enforceable on Owners as well as Residents, and Owners and Residents shall be jointly and severally liable for any violations of these Rules, and the actions of their children, employees, contractors, agents, guests and visitors which are in violation of these Rules. Section 82.117 (3) of TUCA expressly provides that the Unit Owner shall pay for damage to the Condominium 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. Further, Section 82.117 (4) of TUCA expressly provides that each Owner shall be liable to the Association for violations of the Declaration, Bylaws, or rules of the Association, including any amendments, 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.

Compliance with all access control procedures and measures (whether for pedestrian or vehicular ingress or egress), or security related procedures that have been established by the Board 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.

Exceptions to these rules may be granted by written consent of the Board or the Managing Agent. Any consent or approval given by the Board or the Managing Agent of The Spires under these Rules shall be revocable at any time without prior notice.

The Association may, but shall not be obligated to, from time to time provide certain facilities, including devices or services, which are intended to or which may have the effect of limiting or controlling access, or provide patrol services, enhance security, or which otherwise monitor activities within The Spires; and may from time to time provide information through newsletters or otherwise to the Residents regarding same. Any and all such services, whether provided directly or indirectly by the Association, shall be provided expressly subject to the following disclosures and disclaimers:

- (i) Security is the sole responsibility of local law enforcement agencies and individual Owners and Residents, and their tenants, and their respective guests and invitees. Any services as to access controls and the like shall be provided at the sole discretion of the Board. The providing of any such services at any time shall in no way prevent the Board from thereafter discontinuing or temporarily or permanently removing same.
- (ii) Any third-party providers of security services shall be independent contractors, the acts or omissions of which shall not be imputed to the Association or its officers, Directors, committee members, agents or employees.
- (iii) Providing of any such services, and the use of the term “security” in these Rules, shall never be construed as an undertaking by the Association to provide personal security or as a guarantee or warranty that the presence of any such services will in any way increase personal safety or prevent personal injury or property damage due to negligence, criminal conduct or any other cause.
- (iv) The Association, its Board, officers, committee members, agents and employees shall not be liable for, and each Owner or Resident, and their tenants, and their respective guests and invitees, shall be deemed to have, and shall release, indemnify, keep indemnified and hold the Declarant, Association and its officers, Directors, Committee members, agents and employees harmless at all times from, any injury, loss or damages whatsoever, including without limitation any injury or damages caused by theft, burglary, trespass, assault, vandalism or any other crime, to any Person or property arising, directly or indirectly, from the providing or failure to provide any such services, or the discontinuation, disruption, defect, malfunction, operation, repair, replacement or use of any such services.

Each Owner, and Resident shall indemnify and hold harmless, the Association, and its officers, Board, servants, agents and employees from and against all claims, damages, suits, judgments, court costs, attorney’s fees, attachments, and all other legal actions caused through the willful or negligent act or omission of an Owner, Resident, and/or the Owner’s or Resident’s family, guests, invitees, servants, agents or employees of either.

By the adoption and implementation of these Rules, the Association, the Board, its agents, and/or employees shall not be held to a standard requiring that they monitor or conduct full time surveillance of activity occurring on/within The Spires for the purpose of observing, detecting, and enforcing violations of these Rules as and when any such violations occur, in real time; and shall not be responsible or liable to any Owner, Resident, or any other party whomsoever who claims any damage, injury, or loss for the failure or inability of the Association, the Board, its agents or employees to detect and enforce violations of these Rules at the time any such violations occur in real time.

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.

## **C. THE SPIRES GOVERNANCE**

The Association, acting by and through the Board, manages and administers the Condominium on behalf of the Owners. The Board represents the Owners. The Board is responsible for making all major decisions regarding the maintenance of buildings and grounds, Condominium finances, and is responsible to uphold and enforce the Declaration, By-laws, and Rules.

Officers of the Board are the president, vice president, treasurer and secretary.

Board members are unpaid volunteers who serve staggered terms of three years each, and who are elected by the vote of the Owners (or, a Board member may be appointed by the remaining Board when a vacancy arises under circumstances provided for in the Bylaws). All Board members annually certify that they do not have a business relationship with The Spires or engage in any business transactions that would be considered a conflict of interest.

Standing Committees include: executive, finance, civic, engineering, health and safety, rules and regulations/legal, landscaping and social. Ad hoc committees are formed as needed for special projects.

The Board is responsible for the hiring and direction of the Managing Agent.

## **D. HEALTH AND SAFETY**

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, paint or spray paint, fireworks or other explosives, or other articles deemed unreasonably hazardous to life, limb or property are permitted to be used, brought into or stored in the building (this includes any Residence Unit, storage space, and/or parking space). All exceptions must have the prior written consent of the Board or the Managing Agent.

Due to the hazards associated with a fire occurring in a high rise building, smoking is not permitted in any of the Common Areas of the building or in the garage. Smoking in individual units is permitted subject to the Residents' responsibility for safety and odor control.

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.

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

As part of the building access control procedures, all contractors and service providers must enter through the B-1 service area entrance/loading dock, present proof of identity and 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.

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

## **E. 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. This includes items such as bicycles, carts, door mats, plants, statuary, or other decorative items placed in the residential hallways. Such authorization of the Managing Agent may be revoked at any time by the Board. 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 H: 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, or loitering in Common Areas is prohibited.

Smoking, including the use of electronic cigarettes & devices (e.g., ”vaping”), is not permitted in any of the Common Areas of the building or in the garage.

Carts, located at the garage entry door, are provided for Residents’ occasional use. After using the carts, Residents should either promptly return the cart to the B-1 level hallway or telephone the Front Concierge Desk at (713) 799-2501 to have the cart picked-up and returned. Carts are a courtesy for all Residents and shall not be kept in Resident’s units following use.

Kitchen appliances located in common areas are intended for the Residents’ use during pre-approved parties and events. Residents are prohibited from using common area appliances (ranges, stove tops, refrigerators, etc.) for their personal use outside of planned parties and events.

In accordance with Section 202.018 of the provisions of the Texas Property Code, each Owner and/or Resident may display or affix on the entry door to the Owner’s or Resident’s Unit one or more religious items, the display of which is motivated by the Owner’s or Resident’s sincere religious beliefs.

The display or affixing of religious items is prohibited if same:

1. Threatens the public health or safety;
2. Violates a law;
3. Contains language, graphics, or any display that is patently offensive to a passerby;
4. Is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the Owner’s or Resident’s dwelling; or

5. Individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size greater than twenty-five (25) square inches.

An Owner or Resident is not authorized to use material or color for an entry door or door frame of the Owner's or Resident's Unit or make an alteration to the entry door or door frame that is not authorized by the Association's or the Declaration or these Rules.

## **F. RESIDENCE UNITS**

Residence Units shall be kept in a good state of preservation and be safe, operable, and habitable.

**Without exception, 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. Any such written approval shall be valid for a period of one (1) year following the date of such written approval. IF the remodeling or reconstruction has not commenced upon the expiration of such one year period, then the approval shall be deemed withdrawn. The Association's records will reflect these matters for resale certification.**

The combination of two or more Residential Units is governed by the Declaration, which includes obtaining the prior written approval of the Association, acting by and through the Board. The Board will review any request and its approval will, in part, be based upon the Association's managing agent's recommendation, after a review of the proposed combination, to determine whether the change will negatively impact the building structural integrity. Any approved combination will require compliance with the provisions set forth in the Declaration, including the preparation and recording of an amendment to the Declaration, in form and substance acceptable to the Board, all at the expense of the Owner.

The management office shall be provided keys to all locks. The management office will retain a key to each Unit which key may be used only for entry to the Unit in the manner provided in the Declaration, such as emergencies. No Owner or Resident shall alter any lock on any door leading into his Unit without the prior written consent of the Board or managing agent. If such consent is given, the Owner will provide the Board with a key for the use by the management office. If the Owner fails or refuses to provide the management office with a key and it becomes necessary for the Board or managing agent to gain entry to the Unit, the Board or managing agent may use such methods as are necessary to gain entry to the Unit (including physical force) and such Owner and/or Resident shall release and indemnify the Association, the Board, its officers, agents and employees, from all risk and liability arising out of Owner's/Resident's failure or refusal to provide the management office with a key to the Unit, including any loss or damage arising out of entry into a Unit by forced entry.

The Association, or its managing agent will not utilize such key to allow access into the Unit by any person other than a Resident of the Unit. Any Resident wishing to grant access to the Unit to anyone other than a Resident of such Unit, shall inform the Association's managing agent in writing, and complete one or more access directives which will specifically authorize the Association to utilize such key to allow entry to certain designated persons, whether for special admittance authorization, short term admittance authorization, long term admittance authorization, and/or admittance after the death or incapacity of the Resident. The forms can be found in The Spires Resident's Handbook Section V: FORMS.

In the event of the death or legal incapacity of a Resident, the Association shall be under no obligation to utilize such key to allow access to any person whomsoever without such person providing evidence satisfactory to the Association of such person's authority pursuant to an appropriate Court order (including, without limitation, appointment and qualification as an executor, administrator, or estate representative). Provided however, that the Association may, but shall not be required to, rely upon a written access authorization, signed by such Resident prior to his/her death or legal incapacity, designating such person as being authorized to enter such Unit following such Resident's death or incapacity, provided that such authorization has not been revoked in writing. No such written authorization shall survive following the appointment of and qualification of an executor, administrator, or estate representative.

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, Residents shall not leave windows and sliding doors open and 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, including the use of electronic devices (e.g. "vaping"), is not permitted in any of the Common Areas or Common Elements of the building.

Due to the hazards associated with a fire occurring in a high rise building, 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.

## **G. 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 or the Managing Agent. If, after prior written approval, such additions are not kept in good order, repair and appearance, the Board or the Managing Agent may remove such devices or have them removed. The cost of removal shall be charged to the Owner of the Residential Unit, 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 or the Managing Agent.

Residents are responsible for the maintenance of their unit balconies, including replacement of lights with approved fixtures and maintenance of balcony flooring.

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. Care shall be taken when cleaning balcony flooring or watering plants to ensure water does not fall from the balcony.

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 strictly prohibited.**

## **H. PARKING GARAGE**

Parking spaces in the garage are assigned as Limited Common Elements appurtenant to specific units. As such, Residents must only park in their deeded, assigned parking spaces. 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 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 vehicle can be parked per parking space as determined by the outline of the space. The Board of Directors and the Managing Agent shall have the right to remove, at the Owner’s expense, improperly parked vehicles. Large trucks, large vans, or similar over-sized passenger vehicles are prohibited and shall be allowed only if registered with the Spires at the time of the adoption of these rules or in special cases with the approval of the Managing Agent.

Vehicles not in an operating condition shall not be parked, repaired or stored (on blocks or otherwise) or used for storage 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, boxes, gasoline cans, tires, recreational equipment, 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 oversized 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 fluid emissions. No noisy or smoky vehicles may be operated in the Parking Garage. Except to prevent an imminent vehicle accident, 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.

No Owner, Resident or any guest, or invitee of any Owner or Resident shall utilize any common element electrical outlet or electricity furnished by the Association in whole or part to charge or recharge any vehicle powered in whole or part by electricity (whether battery powered or hybrid) without reimbursement as approved by the managing agent. Provided, however, that to the extent that vehicle charging stations or vehicle charging areas are established within the Condominium for the use of Owners, Residents or their guests or invitees, the use of such charging stations or areas shall be subject to such rules and regulations hereafter established, including the methodology and means of assessing the recharging costs to the respective end-user. Installation of individual electrical outlet(s) in Limited Common Element parking spaces for the exclusive use of an Owner or Resident for the recharging of such Owner or Resident's vehicle shall be subject to the prior written approval of the Association, acting by and through its Board or managing agent, and such requirements, conditions, or regulations the Board or managing agent shall establish for such installation and use, including the methodology and means of assessing the recharging costs to such Resident, whether through separate metering, sub-metering, or otherwise, all at the expense of the Owner.

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 Owner's 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 parked vehicles or personal property while on The Spires property. Each Resident is urged to maintain adequate insurance coverage for such losses should they occur.

Stopping at the building's garage entry door (grocery dock) is for the purpose of loading and unloading only. Vehicles may not park in this area except for valet parking. 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 H: PARKING GARAGE may be cited and/or fined in accordance with The Spires Rules and Regulations Part V: VIOLATION OF THE SPIRES RULES AND REGULATIONS and/or cited, 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.

## **I. B-1 AND B-2 LEVEL STORAGE AREAS, LOCKER UNITS**

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.

Items prohibited from storage in lockers includes illegal items, flammable liquids and paints, containers or cylinders under compression, loaded firearms and ammunition. The Association expressly disclaims any liability for damage or loss to any items stored in the B-1 or B-2 storage areas. Residents are advised to properly secure their storage areas. Each Resident is urged to maintain adequate insurance coverage for such losses should they occur.

## **J. 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. Unless specifically allowed and approved by the Managing Agent, 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.

Residents' personal equipment is not to be stored in the recreational areas and may be removed at Management's discretion at any time. This includes personal fitness equipment left in the fitness room and personal flotation devices left in the pool area.

Excessive noise such as loud music or loud talking, and all other forms of improper or rude behavior are prohibited. Radios, 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 in the recreational area or placed in garbage dumpsters located outside the B-1 level.

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 and Gazebo Area Rules**

The swimming 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 12 years of age or younger must be accompanied by a supervising adult in the pool and gazebo area.

Appropriate attire is required in the pool and pool area at all times. Children or adults requiring diapers must wear a swim diaper while in the pool.

Glass objects are not permitted in the pool and gazebo area. Wine bottles in protective coverings are allowed.

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

Smoking, including the use of electronic cigarettes and devices, is prohibited in the pool and gazebo area.

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

Diving or jumping into the pool is prohibited.

Each Resident is permitted two guests in the 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.

The grill is intended for the use and convenience of all Spires Residents and guests, to be equally shared. In order to ensure the grill is available to all Residents, cooking methods that require long periods of time to complete (baking, roasting, etc.) are not allowed. Residents should not leave any items unattended on the grill.

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 by the user after each use.

## **2. Fitness Center Rules**

The Fitness Center is for the use by Residents and their invited guests only. Invited guests may not use the Fitness Center unless accompanied by a Resident. Please limit the number of guests to one (1) per visit.

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

Proper workout attire is required. Soft-soled tennis or exercise shoes must be worn at all times. Sandals of any kind and hard shoes are not permitted.

Please ensure that workout shoes are clean and that their soles are free of rocks or dirt.

Use of equipment is on a first come, first served basis, therefore please be considerate and sensitive to your time on equipment during busy periods.

When finished using Fitness Center equipment, please wipe it down with the antiseptic wipes provided to keep it clean and in good condition for the next person.

Always return weights, bars, benches, and other moveable exercise equipment when you have finished using them. Do not remove the barbells or any other equipment from the Fitness Center.

Treadmills must be turned off or paused when the user is off the equipment for any reason.

Please notify Management immediately of any equipment problems, and do not use any equipment that is not working properly.

The Spires does not provide towels for your workout; Residents desiring one should bring their own from home.

Do not leave personal items strewn about the room or on the Fitness Center furnishing.

Use of the Fitness Center is “at your own risk”. No attendants or supervision of any kind will be provided.

Before beginning and exercise program, it is recommended that you consult a physician. The Spires is not responsible for accident or injuries related in any manner to the use of this facility.

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

The shower and dressing areas are intended for the use and convenience of Residents and their guests utilizing the Spires’ various exercise facilities (Fitness Center, pool, sport courts) only.

### **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 12 years of age or younger must be accompanied by a supervising adult.

### **K. RESIDENTS’ INSURANCE**

Owners and Residents are required to maintain insurance on their personal property, including the contents of their Residence Units, storage areas and garage parking spaces. In addition, As stated in Article V, Section 5.2 of the Declaration, “[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).”

### **L. INTERNET**

Internet connection is available via commercial services such as Comcast and AT&T. Residents are individually responsible for arranging service with these providers.

The internet is also available through “SpiresNet” which is an internal high-speed fiber-optic network. Rules have been established to ensure that Residents experience the best overall internet performance, consistent with a high-density residential building using a shared resource.

### 1. SpiresNet

SpiresNet is the high-speed internet service available to all Residents. It is a building-wide amenity with connections inside each Residence Unit. Access to this service is contingent upon the Resident accepting and abiding by the terms-of-use as required by our internet service provider. The agreement also includes restrictions unique to The Spires.

Contact the management office for more information and to complete the necessary paperwork.

### 2. Personal WiFi

Most Residents use WiFi in their Residence Unit. WiFi routers or access points operate on unlicensed radio channels, designated for WiFi and similar use. Because there are a limited number of channels, interference from WiFi in adjacent Residence Units can degrade internet performance. To mitigate this problem, each Residence Unit is assigned a pair of radio channels (one each in the 2.4 GHz and 5.0 GHz ranges). The following procedures must be followed with respect to WiFi radio channel selection:

- Residents who use SpiresNet with the standard WiFi access points do not have to take any action because these radios have been configured to use the prescribed channels.
- **Residents who do not use the standard SpiresNet WiFi must configure their radios to specified channels.** This requirement also applies to WiFi supplied by external service providers (typically Comcast or AT&T). Please contact the management office to determine the channel assignments for your Residence Unit. The network name(s), often called the SSID, for your WiFi must also be registered with the management office. **WiFi routers or access points that cannot be configured to use only the assigned radio channels are prohibited.**

### 3. Public WiFi

WiFi is available in the public areas (lobby, parlor, terrace room, pool and exercise room). This service is available to Residents, visitors and staff. Connection requires a password and/or other restriction that may be imposed by management. **You are advised that usage (but not content) of internet traffic to/from each connected device (e.g., phone, tablet, laptop) is recorded. Management reserves the right to permanently sever the connection of any device that regularly uses extraordinary bandwidth. Likewise, use that appears to be illegal or to jeopardize the integrity of SpiresNet will be cause for disconnecting a device.**

## **M. 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 a supervising 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 center. Children between 14 and 16 years of age must be accompanied by a supervising adult in the fitness center.

## **N. 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 ([www.thespires.org](http://www.thespires.org)).

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 N: PETS is not violated. In the event that any of The Spires Rules and Regulations Part N: PETS is violated, such conditional approval shall be subject to being revoked.

Residents whose guests wish to bring a pet into the building, even briefly, 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 N: PETS is not violated. In the event that any of The Spires Rules and Regulations Part N: 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 guests' 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 exotic animals are not permitted. Such exotic 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.

Except for fish, no more than two pets may be kept in any Residence Unit.

Aquariums having greater than 15 gallons capacity must have prior approval from the Board of Directors and/or Managing Agent.

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 The 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.

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

Pets must enter and exit the building through the B-1 level, on the East side of the building by the loading dock area, or through the garage area. Walking or carrying a pet through the front lobby is strictly prohibited unless granted a temporary exception by the Board.

When outside of Residents' units and within the property boundaries of The Spires all dogs must be on a leash of 48 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. Retractable leashes are acceptable providing the leash is restricted to 48 inches or less while inside the building and within the property boundaries.

Pets are not allowed in the Common Areas such as the pool, pool and gazebo area, lobby, fitness center, 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. Temporary exceptions may be granted at the discretion of the Managing Agent.

In the allowed Common Areas and while on The Spires property, pets 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. Pets may accompany their Owners in the front pond area, sidewalk, and lawn, but this area is not intended to be used for pet elimination. Any elimination accidents in these areas must be immediately cleaned up and properly disposed. Residents who are observed using the front pond area, sidewalk, and lawn for pet elimination may be subject to violation proceedings as outlined in Section V.

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 shall 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.

If an Owner's pet or guest's pet has an elimination accident in any common area of the building, the Owner is responsible for the immediate cleanup. Owners or Owner's guests who routinely have elimination accidents may be asked to remove the pet from the building permanently.

Any animal waste collected inside the building 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 or a nuisance, 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 fines, revocation of the conditional approval of such pet, legal action against pet Owner(s), or eviction of the animal from the building.

These rules apply equally to all pet guests. Owners and Residents are responsible for these guests.

## **O. 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.

## **P. CONTRACTORS, SERVICES AND DELIVERIES**

If you are expecting a contractor or other Residential service provider, please notify the Management Office at (713) 799-2500.

If you wish Management to provide access to your unit in your absence a written authorization will be required.

Please advise your contractors and/or service providers to enter through the B-1 service entrance/loading dock. Contractors and service providers may park in this area provided there is adequate space available. If space is not available, contractors and service providers will be directed by the Management Office, Valets or the Concierge to park in another area. Contractors, service providers and delivery personnel 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 and service providers must present proof of identify and 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.

## **Q. PACKAGES AND GROCERIES**

The US Postal Service, UPS, Federal Express, DHL, and other similar services may leave packages, parcels, and certified mail not exceeding 25 pounds with the 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. Without exception all packages must be signed for by the receiving Resident. The Spires' staff cannot leave packages or sign for packages at the direction of Residents. When possible, and at your convenience, a valet will deliver such small packages to your Residence Unit so you can sign for them.

Any package heavier than 25 pounds must be delivered through the B-1 service entrance/loading dock, via the service (#4) elevator.

With the exception of briefcases, handbags, other easily carried personal items, such as 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. Heavy luggage, dollies, large cases, etc. should be brought into and taken out of the building through the lower garage entry door (on B-1 level) or through the B-1 service entrance/loading dock door. To prevent damage to the flooring, walls, artwork, furniture, and other fixtures, Residents and guests should not transport heavy luggage through the lobby or first floor hallway/service center area.

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

## **R. 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 needing valet parking for 10 or more vehicles, 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 ([www.thespires.org](http://www.thespires.org)).

## **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 event. 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. Exceptions may be granted by the Managing Agent in certain circumstances, including parties and other events held by Residents or The Spires Association.

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

No unlawful weapons 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 attorney 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**

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 through 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 non-commercial purposes only. The Parlor shall not be used for business solicitation events, sales events, or for events to which the general public is/are invited.

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."

Residents can apply for the reservation of the Parlor for their private event at the Spires Office. Reservations are approved on a first come, first serve basis.

There is a \$500.00 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. 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 either go inside a Resident's unit or exit more than 25 feet from the B-1 service entrance/loading dock door.

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 or unlawful drugs may be brought into the building by a guest.

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 attorney's 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**

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 through 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 non-commercial purposes only. The Terrace Room shall not be used for business solicitation events, sales events, or for events to which the general public is/are invited.

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."

Residents can apply for the reservation of the Terrace Room for their private events at the Spires Office. Reservations are approved on a first come, first serve basis, but not more than 3 months in advance.

There is a \$500.00 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. Built-in stereo, video and TV equipment is provided in The Terrace Room for the use and enjoyment of all Residents. Additional 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 event. 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 either go inside a Resident's unit or exit more than 25 feet from the B-1 service entrance/loading dock door.

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 J1: 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 or unlawful drugs may be brought into the building by a guest.

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 attorney 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.

## **S. TRASH DISPOSAL**

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

Regular household trash and refuse should be placed in closed 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 (see recycling symbol on the bottom of most containers)** 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 food waste/scraps** 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, or clothes hangers,** 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. The removal/disposal of large numbers of cardboard boxes, such as those from a household move, should be coordinated through The Spires staff to ensure appropriate handling and disposal.

**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.

## **T. MOVING PROCEDURES**

To assure availability of the service (#4) 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.

Residents who wish to move themselves without the services of a professional moving company should first visit with the Managing Agent to discuss the planned move and mutually agree on the requirements.

### **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 S: Trash Disposal for rules relating specifically to trash disposal.

## **U. 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 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.** Lease terms cannot be for a shorter time period than one (1) year without the written approval of the Managing Agent.

## **V. 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	Oral 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 Association shall comply with all notice and cure requirements, and shall allow the Owner the opportunity to appear before the Board, as set forth in TUCA and the Declaration. 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.

**END**