RULES AND REGULATIONS
FOR
COMMERCE TOWERS CONDOMINIUM

The undersigned, being the duly elected and acting Secretary of Commerce Towers Condominium Association, Inc., does hereby certify that the following Rules and Regulations for Commerce Towers Condominium were adopted by the Board of Directors of the Association pursuant to Section 82.102(a)(7) of the Texas Uniform Condominium Act, at a meeting duly held and called for such purpose. Terms used herein have the same meaning as that provided in the Condominium Declaration for Commerce Towers Condominium.

1. **Leasing.** On or before the date that the lease agreement becomes effective, the Owner of a Unit to be leased will provide the Association with (a) the Unit Owner's mailing address and telephone number, if different from that previously provided to the Association, (b) the name and telephone number of each of the Owner's tenants and (c) the name, address and telephone number of the person managing the Unit for the Owner, if any. The Association will maintain a form for this purpose at the office of its managing agent. The Owner of a Unit which is leased is responsible for providing his/her tenant with copies of the Association's governing documents and assuring that his/her tenant complies with all covenants, conditions, restriction, rules and regulations applicable to Commerce Towers Condominiums.

2. **Common Areas.** No sidewalk, driveway, parking area, public hallway, walkway, or stairway, or any other common area shall be obstructed in any manner, nor shall any Owner or resident store or place or cause to be stored or placed any object in such areas. No Owner or resident may ride a bicycle on common area. No Owner or resident shall engage in any activity on the common area which unreasonably disturbs surrounding Owners or residents.

3. **Balconies/Patios.** An Owner or resident may place upon balconies or patios appurtenant to the Unit patio furniture and such decorative items as such Owner or resident may deem desirable; provided, however, that the Board shall have the right at any time to direct the removal of any item which the Board determines, in its sole discretion, detracts from the general appearance of the development. Balconies and patios are not storage areas and are not to be used as such.

4. **Clothes.** Clothes, (including bathing suits), sheets, towels, rugs and similar items may not be hung in patio areas, on balconies, over railings or fences enclosing a patio area or balcony, or anywhere else within the development.

5. **Window Air Conditioners.** Window air conditioners are not allowed.

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6. **Windows/Doors.** Windows and doors are to be remained closed when the heating/air conditioning system is operating, since open windows and doors decrease the efficiency of the heating and air conditioning systems and increase operating expenses, which may result in increased maintenance fees.

7. **Pets.** See provisions in Declaration. Pets must be transported to or from Units via the service elevator.

8. **Signs.** No "For Sale" or "For Lease" sign is permitted to be placed in a window of a Unit. No sign, notice or advertisement of any type shall be posted within the common areas of the development, except signs permitted to be erected by the Declarant as provided in the Condominium Declaration. No "For Sale" signs may be posted or displayed on or in any vehicle within the development.

9. **Exterior Attachments.** No radio or television antennas or satellite dishes shall be attached to any of the buildings or maintained outside of a Unit without the prior written consent of the Board of Directors.

10. **Interiors of Residential Units.** Each Owner or resident shall keep his/her Unit in good order and repair. Water faucets, appliances and similar apparatus shall not be left operating for an unreasonable or unnecessary length of time. Waterbeds are not permitted. No Owner or resident shall engage in any activity which unreasonably disturbs surrounding owners or residents, including, but not limited to, loud stereos or televisions or slamming of doors. Owners or residents must be particularly conscious of noise between 10:00 p.m. and 8:00 a.m.

11. **Assigned Parking Spaces.** Owners and residents shall not permit their family, guests or invitees to use other Owners' assigned parking spaces. Vehicles which are not properly parked shall be subject to removal at the Owner's or resident's expense. The removal of a vehicle from an assigned parking space is the sole responsibility of the Owner of the Unit to which the parking space is assigned.

12. **Parking.** Vehicles are not to be parked within the development in a manner which violates any signs prohibiting and restricting parking. Any vehicle which is parked within the development in violation of the rules may be towed. All passenger vehicles parked in the development must have a current license plate and inspection sticker. No vehicle shall be kept or stored in a parking space in a nonoperative condition. Only passenger vehicles (defined to include automobiles, utility vehicles commonly used by families as a means of transportation, such as Ford Explorers, Jeep Cherokees, Suburbans, etc., and pick-up trucks not exceeding one (1) ton capacity) are permitted to be parked within the development. Owners and residents are to park in assigned parking spaces only. Guests are required to use the valet service.

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13. **Automobile Repairs/Maintenance.** No repairs or maintenance work of any type, including washing, waxing, changing of oil or rotation of tires, are allowed to be made within the development.

14. **Boats/Trailers.** Trailers, mobile homes, recreational vehicles, and similar vehicles may not be parked or kept within the development at any time, under any condition.

15. **Window Coverings.** No foil or other type of reflective material may be placed on or in windows. Roll-up shades/blinds and awnings are not permitted on the exterior of windows or balconies. All curtains, blinds and other types of window coverings (whether wood, fabric or other) must be a solid, neutral color.

16. **Alterations.** No Owner or resident shall have any right to modify, alter, repair, decorate, redecorate or improve the exterior of any Unit or to take any action with respect to the interior or exterior of any of the common elements or the limited common elements without the written consent of the Board of Directors.

17. **Plants.** No plants, bushes or trees may be planted within the development without the prior written consent of the Board of Directors. Plants in patio areas or on balconies must be maintained in a neat and attractive condition.

18. **Wild Animals.** No Owner or resident shall feed any wild animal anywhere within the development, including, but not limited to, birds and squirrels.

19. **Barbecue Grills/Smokers.** No Owner or resident shall operate a stove, oven or barbecue pit outside a Unit.

20. **Business Use.** No Unit may be used for any business or commercial purpose or activity, except as permitted in the Declaration.

21. **Personal Property.** Neither the Declarant nor the Association is responsible for any personal property kept by an Owner or resident in a Unit or vehicle parked by the Owner or resident within the development. This rule specifically includes personal property which is kept in a vehicle parked by the Association's valet.

22. **Gratuities.** Personnel of the Association and the managing agent are not permitted to accept gifts or tips from residents.

23. **Deliveries.** Personnel of the Association and the managing may accept deliveries on behalf of a resident with the resident's prior written authorization; however; no personnel of the Association nor the managing agent shall be responsible for any loss or damage to any items delivered. Under no circumstances will personnel of the Association or the managing agent accept certified or registered mail on behalf of a resident or handle cash or C.O.D. items on behalf of a resident.

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24. **Smoking.** Smoking is not permitted anywhere in the building other than the interior of a Unit and designated smoking areas, if any.

25. **Enforcement.** All violations of the rules and regulations of the Association shall be verified by a member of the Board of Directors of the Association or the Association's managing agent. Upon verification of a violation of the rules, the Association shall, through its managing agent, forward written notice thereof to the Owner who violated the rule(s). If a rule is violated by a tenant or guest of an Owner, or the guest of a tenant, written notice shall also be forwarded to the tenant. All notices of violations shall be forwarded to the appropriate Owner at the most current mailing address provided to the Association by such Owner. The notice shall (1) describe the violation, (2) state a reasonable period of time within which the Owner shall have to cure the violation and avoid a fine and (3) notify the Owner that a fine will be levied unless the violation is cured within the stated period of time. The notice shall further set forth the amount of the fine to be levied and indicate how frequently the fine will be levied unless the violation is cured within the stated period of time. Not later than the 30th day after the date of such notice, the Owner may request a hearing before the Board of Directors to contest the fine. Provided that, the opportunity to cure the violation and avoid the fine need not be given if the Owner was given notice and an opportunity to cure a similar violation within the preceding twelve (12) months. Upon levying the fine, the Association shall give written notice to the owner not later than the 30th day after the date of levy.

The amount of the fine to be levied against an Owner for the violation of a rule shall be $50.00. If a violation continues to exist after the period given in the notice to cure the violation, an additional fine in the amount of $25.00 shall thereafter be levied against the Owner each day that the violation continues to exist. Fines shall be added to and become a part of the assessments levied against the Owner and his/her Unit and may be collected in the same manner as assessments.

The foregoing Rules and Regulations for Commerce Towers Condominium become effective on _____, 2002.

Signed this the 9 day of May, 2002.

COMMERCE TOWERS
CONDOMINIUM ASSOCIATION, INC.

By: _____
Larry Vickers, Secretary

558-91-2434

BEFORE ME, the undersigned notary public, on this day personally appeared Larry Vickers, Secretary of Commerce Towers Condominium Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 9th day of May, 2002 to certify which witness my hand and official seal.

Notary Public - State of Texas

LISA LAMBUTH
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
NOVEMBER 26, 2005

558-61-2435

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

OCT 18 2002

Beverly B Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS