



RULES
OF
DIAMOND BEACH CONDOMINIUM
OWNERS ASSOCIATION

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**RULES OF
DIAMOND BEACH CONDOMINIUM
OWNERS ASSOCIATION**

These Rules have been adopted by the Board of Directors of Diamond Beach Owners Association, a Texas nonprofit corporation and condominium association (the "Association"), in accordance with the provisions of Article XX of the Declaration of Diamond Beach Condominiums (the "Declaration"), to be recorded in the Real Property Records of Galveston County, Texas

These Rules apply to all Units and Common Elements of Diamond Beach Condominiums ("Diamond Beach" or "the Condominium") By owning or occupying a Unit in Diamond Beach, each Owner and Resident (or "Occupant" as the term may be used interchangeably with "Resident"), agrees to abide by these Rules, as well as the obligations of Owners and Residents provided in the Declaration and the Bylaws, and as the same may be amended or supplemented from time to time hereafter

For the convenience of Owners and Residents of Diamond Beach, these Rules restate some of the rules and covenants contained in the Declaration Certain of these Rules, however, are in addition to the restrictions found in the Declaration Words and phrases defined in the Declaration shall have the same meaning when used in these Rules In the event of a conflict between Governing Documents (as defined herein), the hierarchy of authority shall be as follows Declaration, Articles of Incorporation, Bylaws, and these Rules

A. COMPLIANCE

A-1 *Compliance* Each Owner shall comply with the provisions of these Rules, the Declaration, the Bylaws, and community policies promulgated by the Board of Directors to supplement these Rules, as any of these may be revised from time to time (collectively, the "Governing Documents") Each Owner, additionally, shall be responsible for compliance with the Governing Documents by the occupants of his or her Unit, and his, her or their respective families, invitees, tenants, agents, employees, or contractors Use of "Owner" or "Resident" in these Rules shall be deemed to

include and apply to the owner of a Unit in Diamond Beach and to all persons for whom the owner is responsible. An Owner should contact the Board of Directors, or the current management of the Association, if he or she has a question about these Rules.

- A-2 *Additional Rules* Each Resident shall comply with all rules and signs posted from time to time on the property of the Condominium by the Association, including those regulating the use of recreational facilities. Such posted signs are incorporated in these Rules by reference. Each Resident shall comply with notices communicated by the Association, from time to time, in the nature of seasonal or temporary signs, or notice of a change affecting use of the Condominium. Such temporary rules are incorporated in these Rules by reference.
- A-3 *Waiver* Certain circumstances may warrant waiver or variance of these Rules. An Owner must make written application to the Board of Directors for such waiver or variance. If the Board of Directors deems the waiver or variance warranted, the Board of Directors may condition its approval, which must be in writing to be effective.

B. OBLIGATIONS OF OWNERS AND RESIDENTS

- B-1 *Safety* Each Resident is solely responsible for his or her own safety and for the safety, well-being and supervision of his or her guests and any person on the Property for whom the Resident has a duty of care, control, or custody.
- B-2 *Damage* Each Owner is responsible for any loss or damage to his or her Unit, other Units, the personal property of other Residents or their guests, or to the Common Elements and improvements, if such loss or damage is caused by the Owner or by any person for whom the Owner is responsible.
- B-3 *Association Does Not Insure* Each Resident is solely responsible for insuring his or her personal property in the Unit and on the Condominium, including his or her furnishings, automobile, and items kept in storage areas. Personal property placed in or on the Condominium shall be done solely at the risk of the Resident or the Owner of such personal property. The Association urges Owners and Residents to purchase

insurance on their personal belongings and liability insurance for occurrences within their Units

- B-4 *Risk Management* No Resident shall permit anything to be done or kept in his or her Unit or the general or limited Common Elements ("Common Elements") which will result in the cancellation of insurance on any Unit, or any part of the Common Elements, or which may be in violation of any law
- B-5 *Reimbursement for Enforcement* An Owner shall promptly reimburse the Association for any expenses incurred by the Association in enforcing the Governing Documents against the Owner, his or her Unit, or persons for whom the Owner is responsible
- B-6 *Reimbursement for Damage* An Owner shall promptly reimburse the Association for the cost of damage to the Condominium caused by the negligent or willful conduct of the Owner or the persons for whom the Owner is responsible

C. OCCUPANCY STANDARDS

- C-1 *Numbers* A Unit may be occupied by no more than two persons per bedroom, unless higher occupancy is allowed by public agencies that enforce compliance with the familial status protection of the Fair Housing Act At present, the local city ordinances allow occupancy as follows: a maximum of 4 persons for a one-bedroom Unit, no more than 6 persons for a two-bedroom Unit, and not to exceed 8 persons for a 3-bedroom Unit The Association may impose penalties or fines upon the Owners of those Units found to be in violation of this provision
- C-2 *Danger* The Association may prohibit occupancy by a person who constitutes a direct threat to the health or safety of other persons, or whose occupancy would result in substantial physical damage to the property of others, pursuant to the Fair Housing Act
- C-3 *Occupancy Defined* Occupancy of a Unit, for purposes of these Rules, shall mean the period during which a Unit is being used or inhabited by an owner, or someone with permission of that owner, for any period of time A person who is an Occupant of a

Unit for a period of 30 continuous days may be referred to herein as a Resident, and those terms may be used interchangeably

D. GENERAL USE AND MAINTENANCE OF UNIT

- D-1 *Residential Use* With the exception of the Commercial Units, as those Units are defined in the Declarations and which may be used for retail and other business purposes as permitted by law, each Unit must be used for residential purposes, and may not be used for commercial or business purposes except for home office use in which the Owner is a sole proprietor, subject to the restrictions set forth herein and in all Governing Documents. This restriction shall not prohibit an Owner from using his or her Unit for personal and home office business or professional pursuits, provided that (i) such use is complementary to the Unit's residential use, (ii) such use conforms to all applicable laws and ordinances, (iii) except as otherwise provided herein, such use entails only nominal visits to the Unit by the public, employees, suppliers, or clients, for any business that is not otherwise disruptive or that violates the use, enjoyment, and rights of other Owners, (iv) does not alter the physical appearance of the Unit or Common Elements, (v) does not cause any nuisance (visual, audio, or otherwise), (vi) is not sexually oriented or involve the use of hazardous materials, (vii) does not utilize any business signage or advertisement visible from the Unit or from the Condominium property, (viii) does not cause any traffic or parking inconveniences, and (ix) does not involve retail sales to the public. The Owners, by a majority vote, may add, modify, or amend such rules and restrictions as necessary to limit or control such business practices and, in the event of dispute regarding business use of any Unit, the allowance for such business shall be subordinate to the primary residential use.
- D 2 *Commercial Use* The Commercial Units may be used for the operation of retail or other businesses by the Owners of such Units or under leases to conduct any legal and legitimate business purpose which (i) does not materially alter the physical appearance of the Condominium property, (ii) does not cause any nuisance (visual, audio or otherwise}, and (iii) is not sexually oriented or involve the use of hazardous materials. The Declarant shall have the right and authority as set forth in Section 8 4

of the Declaration to make alternations to any Commercial Unit owned by Declarant including conversion of a Commercial Unit to a Residential Unit All Commercial Unit Owners shall have the right, upon notification and approval of any plans by the Board of Directors, to convey or change a Commercial Unit to a Residential Unit, and thereafter, to change such converted Unit back to a Commercial Unit, with all such plans and permits to be approved by the Board of Directors, and in accordance with all City codes, rules and regulations, provided, however, the percentage interest in the Common Elements and number of votes provided for such Units shall not change

- D-3 *Rental Use* Owners may rent their Units Rentals periods must be for a minimum of two (2) nights stay The terms of all leases of Units may be subject to approval by the Board of Directors The Association may hereafter provide for a fee to be imposed upon the rental use of a Unit, to offset the additional wear and tear upon the Property and the common elements by these tenants and occasional guests All tenants, invitees, and guests of Owners shall be subject to all of the Rules and Bylaws of the Association
- D-4. *Annoyance* No Unit may be used in any way that (i) may reasonably be considered annoying to occupants of neighboring Units, (ii) may be calculated to reduce the desirability of the Condominium as a Residential community, (iii) may endanger the health or safety of other Residents, or (iv) may violate the law or any provision of the Governing Documents
- D-5 *Maintenance* Each Owner, at his or her sole cost and expense, shall maintain his or her Unit and keep it in good repair, including the inner, finished surfaces of the Unit's perimeter walls, floors, and ceilings
- D-6 *Patio/Balcony* Each Resident shall keep his or her Unit, and patio or balcony, in a good state of cleanliness, taking care that the cleaning of his or her patio or balcony does not annoy or inconvenience other Residents, and shall not install any umbrellas or awnings A patio/balcony may not be enclosed or used for storage purposes The Association, through the Board of Directors, shall have the right, in its sole discretion, to limit and restrict the permanent or temporary placement of any specified type or category of items of personal property on balconies, terraces, or any other exposed or

exterior portions of the Diamond Beach by Owners, as may be determined to be necessary or desirable for the health, safety, welfare, aesthetic integrity and/or uniformity of the Condominium. If the Board of Directors determines that a patio/balcony is unsightly, or otherwise is in violation of these Rules, the Owner shall be given notice by the Board of Directors to correct the problem within 5 days, after which time the Board of Directors may take corrective action at the Owner's expense.

- D-7 *Glass* Each Owner, at his or her sole cost and expense, shall promptly repair and replace any broken or cracked glass in his or her Unit's windows and doors.
- D-8 *Air Conditioning Equipment* Each Owner, at his or her sole cost and expense, shall maintain, repair, and replace the heating and cooling equipment/system serving his or her Unit and shall not alter or store items of personal property in the heating and cooling equipment/system closet, except that the Board of Directors may impose such restrictions as may be necessary for access to the roof of the Condominium to protect the integrity of the structure, and to prevent bodily injury or harm, which may include the establishment of a program and schedule for the common maintenance of all heating and cooling Units for the Condominium.
- D-9 *Combustibles/Hazardous Materials* A Resident shall not store or maintain, anywhere on the Condominium, including within a Unit, explosives or materials capable of spontaneous combustion or any type of hazardous materials as determined by the Association and as defined by any federal, state and/or local laws, codes, rules or regulations.
- D-10 *Barbecue Grills* The Board of Directors reserves the right to prohibit or restrict the use of all or certain outdoor cooking grills if, in their discretion, such grills constitute a fire hazard. If the use of outside grills is permitted, (i) open fires must be supervised at all times, (ii) gas tanks must be properly used and maintained, (iii) no flames may be higher than the cooking surface, and (iv) a grill may not be used near combustible materials.
- D-11 *Report Malfunctions* A Resident shall immediately report to the Board of Directors his or her discovery of any leak, break, or malfunction in any portion of his or her Unit, or the adjacent Common Elements, for which the Association has a maintenance

responsibility The failure to report promptly a problem may be deemed negligence by the Resident, who may be liable for any additional damage caused by the delay

- D-12 *Utilities* Each Resident shall endeavor to conserve the use of utilities furnished through the Association, including water consumption within his or her Unit Total electrical usage in any Unit shall not exceed the capacity of the circuit breaker boxes No electrical device creating overloading of standard circuits may be used Misuse or abuse of appliances or fixtures within a Unit which affects other Units or the Common Elements is prohibited Any damage resulting from such misuse shall be the responsibility of the Owner of the particular Unit which caused the damage
- D-13 *Frozen Water Pipes* Because the Condominium is constructed with water lines in exterior walls and in the garage, it is the duty of every Owner and Resident to protect such water lines from freezing during winter months Between November 1 and March 25 of any year, no Unit may be left unheated During periods of anticipated below-freezing temperatures, water lines in exterior walls should be allowed to drip continuously, and cabinets enclosing plumbing lines should be left ajar Dishwashers on exterior walls should not be used during and immediately after periods of extreme cold Failure by an Owner or Resident to monitor the local weather and take appropriate precautions shall be deemed negligence
- D-14 *Structural Alterations* A Resident shall not alter, construct, install, change or otherwise perform any act in violation of any city ordinance or code of the City of Galveston, or which may in any way affect or compromise the structural integrity of the Unit or condominium building, including, without limitation, drilling holes or removing any portion of demising walls (common wall between Units) for the purpose of installing personal property or fixtures or drilling into or removing any portion of the concrete ceiling or floors
- D-15 *Dryers* The venting or conduit of the exhaust vents or conduits for clothing dryers shall at all times comply with the specifications for proper venting, including as necessary, the installation of specialized equipment or additional exhaust fans
- D-16 *Weight Capacity* All fixtures and equipment will be used for the purpose for which they were designed There shall be no floor load in excess of 50 pounds per square

foot, unless special arrangements are made and an engineering determination of floor load capacity in the area of the heavy use is approved by the Association

E GENERAL USE & MAINTENANCE OF COMMON ELEMENTS

- E-1 *Intended Uses* Every area and facility in the Condominium may be used only for its intended and obvious use. For example, walkways, stairways, sidewalks, elevators, and driveways are to be used exclusively for purposes of access, not for social congregation or recreation.
- E-2 *Grounds* Unless the Board of Directors designates otherwise, Owners and their guests or tenants may not use or abuse the landscaped areas, lawns, beds, and plant materials on the Common Elements. The following activities, not excluding other activities which may also be prohibited, are expressly prohibited: digging, planting, pruning and climbing.
- E-3 *Abandoned items* No item or object of any type shall be stored, placed, or maintained anywhere on the general Common Elements, including window sills, passageways and courtyards, except by the Board of Directors or with the prior written consent of the Board of Directors. Items of personal property found on the general Common Elements are deemed abandoned and may be disposed of by the Association, acting through the Board of Directors.
- E-4 *Stored Items* If the Association provides storage areas for use by Residents, Resident agrees that the Association is not responsible for items stored there by Resident, who shall be solely liable at all times for his or her personal property.
- E-5 *Amenities* Certain amenities may be provided for the use and enjoyment of all owners, and their lawful invitees, which now include, but may not be guaranteed or limited to, the Lazy River and waterslide, indoor and outdoor pools, a day spa, an onsite bar, theater room, game room, kid's room and wine room. The Association may impose such rules and regulations as are necessary to preserve these features and to provide for the safety of all Residents, including limitations on the minimum age of guests, maximum occupancy, and a requirement for visible proof of current legal occupancy at all times while on the common areas.

- E-6 *Smoking* The Owner of each Unit may impose any lawful limitation on the use of tobacco products in their particular Unit. The Association, through the Board of Directors, may restrict smoking and the use of tobacco products on the common areas, and reference is here made to any future and existing signage regarding the rules on where smoking is permitted on the Property.
- E-7 *Parties* Owners are allowed to host parties on the Property, subject to such rules and restrictions as may be imposed from time to time by the Association, through its Board of Directors, to ensure the safety, well-being and common enjoyment of other Owners, and their lawful invitees. The Association may impose such rules and regulations regarding the number of guests that renters are allowed to have on the Property, and reference is here made to such rules as may be hereafter approved.

F. COMMUNITY ETIQUETTE

- F-1 *Courtesy* Each Resident shall endeavor to use his or her Unit and the Common Elements in a manner calculated to respect the rights and privileges of other Residents.
- F-2 *Annoyance* A Resident shall avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other Residents or their guests, or the Association's employees and agents.
- F-3 *Noise and Odors* Each Resident shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb the Residents of other Units.
- F-4 *Reception Interference* Each Resident shall avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception on the Condominium.
- F-5 *No Personal Service* The Association's employees and agents are not permitted or authorized to render personal services to Residents, except to the extent that the Association may, through its Board of Directors, agree to the rendering of such personal services according to an approved fee structure that may generate revenue to the Association. Each Resident agrees that the Association is not responsible for

any item or article left with or delivered to the Association's employees or agents on behalf of such Resident.

- F-6 *Compliance with Law* Residents may not use the Condominium for unlawful activities. Residents shall comply with applicable laws and regulations of the United States and of the State of Texas, and with ordinances, rules, and regulations of the City of Galveston, Texas. A Resident who violates this provision shall hold the Association and other Owners and Residents harmless from all fines, penalties, costs, and prosecutions for the Resident's violation or noncompliance.

G. ARCHITECTURAL CONTROL

- G-1 *Common Elements* Without the Board of Directors' prior written approval, a person may not change, remodel, decorate, destroy, or improve the Common Elements, nor do anything to change the appearance of the Common Elements, including without limitation the entry door, balcony or patio, and landing or walkway appurtenant to the Unit.

- G-2 *Prohibited Acts* No person may

- a Post signs, notices, or advertisements on the Common Elements, or in a Unit if visible from outside his or her Unit.
- b Place or hang an object in, on, from, or above any window, interior window sill, balcony, or patio that, in the Board of Directors' opinion, detracts from the appearance of the Condominium.
- c Hang, shake, or otherwise display linens, clothing, towels, rugs, shoes, mops, bedding or other similar items from windows, doors, balconies, patios, or passageways.
- d Erect or install exterior horns, lights, speakers, aerials, antennas, or other transmitting or receiving equipment, or cause anything to protrude through an exterior wall or roof.
- e Place decorations on exterior walls or doors, or on the general Common Elements.

- G-3 *Window Treatments* An Owner may install window treatments inside his or her Unit, at his or her sole expense, provided
- a Any window treatment, including drapes, blinds, shades, or shutters, must be clear, white or a light neutral shade of beige when viewed from outside the Unit,
 - b Aluminum foil and reflective window treatments are expressly prohibited, and
 - c Window treatments must be maintained in good condition, and must be removed or replaced if they become stained, torn, damaged or otherwise unsightly in the opinion of the Board of Directors
- G-4 *Board of Directors Approval* To obtain the Board of Directors' written consent for a modification, change or alternation of his or her Unit, an Owner must submit to the Board of Directors complete plans and specifications showing the nature, kind, shape, size, materials, colors, and location for all proposed work, and any other information reasonably requested by the Board of Directors. The Board of Directors' failure to respond to the Owner's written request within 45 days after it receives the Owner's request shall be construed as approval to the proposed changes, provided that such modification, change or alternation would not otherwise be in violation of the Declaration, Articles of Incorporation, these Rules, or any law, ordinance or regulation

H. VEHICLE RESTRICTIONS

- H-1 *Permitted Vehicles* To be permitted on the Property, a vehicle must be operable. For purposes of these Rules, vehicles may include, but are not limited to, automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles. The following are not permitted on the Property without the Board of Directors' consent: trailers, boats, recreational vehicles, buses, large commercial trucks and/or, industrial vehicles
- H-2 *Repairs* Washing, repairs, restoration, or maintenance of vehicles is prohibited, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility

- H-3 *Space Use* Because of limited off street parking, all parking spaces on the Property shall be used for parking purposes only, and may not be used for storage. No parking space may be enclosed or used for any purpose that prevents the parking of vehicles. The Association may make such rules as are necessary for the use of parking spaces, including both inside and outside of the covered garage parking, to ensure that each Unit is afforded at least the minimum amount of parking available to it, which is currently 1.34 parking spaces per Unit.
- H-4 *No Obstruction* No vehicle may be parked in a manner that interferes with ready access to any entrance to or exit from the Condominium. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on the Condominium. No vehicle may be parked, even temporarily, in spaces reserved for others, in fire lanes, or in any area designated as "No Parking."
- H-5 *Nuisances* Each vehicle shall be muffled and shall be maintained and operated to minimize noise, odor, and oil emissions. The use of car horns on the Condominium is discouraged. No vehicle may be kept on the Condominium property if the Board of Directors deems it to be unsightly, inoperable, inappropriate, or otherwise in violation of these Rules.
- H-6 *Violations* Any vehicle in violation of these Rules may be stickered, wheel-locked, and towed or otherwise removed from the Condominium by the Board of Directors, 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 violations of these Rules.

I. TRASH DISPOSAL

- 1-1 *General Duty* Residents shall not litter in the Common Elements, and shall endeavor to keep the Property clean by disposing of all refuse in receptacles provided specifically by the Association for that purpose. A Trash Chute is located in a room on each residential floor, and Residents may dispose of trash at these locations, with all refuse to be completely bagged and sealed before being placed in the chute.

- 1-2 *Hazards* Residents may not store trash inside or outside the Unit in a manner that encourages vermin, causes odors, or that may permit the spread of fire. Before discarding coals, ashes, logs, or other materials used in barbecue grills or fireplaces, Residents shall ensure that the debris is thoroughly cold and contains no lit embers
- I-3 *Excess Trash* Residents shall place trash entirely within a dumpster or trash chute, and may not place trash outside, next to, or on top of a dumpster near a trash chute. If a dumpster is full, a Resident should locate another dumpster or hold his or her trash. Boxes and large objects should be crushed or broken down before being placed in a dumpster or a trash chute. Boxes and large objects which do not fit in a trash chute or which may potentially stop-up or damage the chute shall be placed outside of the chute in a designated area for trash pickup. Dumpster and trash chute doors are to be closed at all times when not in use.

J. PETS

- J-1 *Subject to Rules* Residents may not keep or permit on the Condominium property a pet or animal of any kind, at any time, except as permitted by these Rules and the Governing Documents. Renters of Units may not have pets on the property during their stay.
- J-2 *Permitted Pets* Subject to these Rules, a Resident may keep in his or her Unit not more than two house pets (two cats, or two dogs, or one cat and one dog). Permitted house pets include domesticated dogs (gentle in disposition), domestic cats, caged birds, and aquarium fish. Permitted house pets also include specially trained animals that are certified to serve as physical aids to handicapped Residents, regardless of the animal's size or type.
- J-3 *Prohibited Animals* No Resident may keep a dangerous or exotic animal, reptiles of any kind, pit bull terrier, trained attack dog, or any other animal deemed by the Board of Directors to be a potential hazard or threat to the well-being of people or other animals. No animal or house pet may be kept, bred, or maintained for a commercial purpose.
- J-4 *Indoors/Outdoors* A permitted pet must be maintained inside the Unit, and may not be kept on a patio or balcony. No pet is allowed on the general Common Elements.

unless carried or leashed. No pet may be leashed to any stationary object on the Common Elements

- J-5 *Disturbance* Pets shall be kept in a manner that does not disturb another Resident's rest or peaceful enjoyment of his or her Unit or the Common Elements No pet shall be permitted to bark, howl, whine, screech, or make or cause other loud or unreasonable noises for extended or repeated periods of time
- J-6 *Damage* A Resident is responsible for any property damage, injury, or disturbance his or her pet may cause or inflict Residents shall compensate any person injured by his or her pet Any Resident who keeps a pet on the Property shall be deemed to have indemnified and agreed to hold harmless the Board of Directors, the Association, and other Owners and Residents, from any loss, claim, or liability of any kind or character whatsoever, resulting from any action of his or her pet, or arising by reason of keeping or maintaining such pet on the Property
- J-7 *Pooper Scooper* No Resident may permit his or her pet to relieve itself on the Property, except in areas designated by the Board of Directors for this purpose. Each Resident is responsible for the removal of his or her pet's wastes from the Common Elements The Board of Directors may levy a fine against a Unit and its Owner each time feces is discovered on the Common Elements or any unauthorized area of the Condominium and attributed to an animal in the custody of that Unit's Resident
- J-8 *Removal* If a Resident, or his or her pet, violates these Rules or the community policies pertaining to pets, or if a pet causes or creates a nuisance, odor, unreasonable disturbance, or noise, the Resident or person having control of the animal shall be given a written notice by the Board of Directors to correct the problem If the problem is not corrected within the time specified in the notice (not less than 10 days), the Resident, upon written notice from the Board of Directors, may be required to remove the animal Each Resident agrees to permanently remove his or her violating animal from the Property within 10 days after receipt of a removal notice from the Board of Directors

K. MISCELLANEOUS

- K-1 Security* The Association may, but shall not be obligated to, maintain or support certain activities within the Condominium designed to make the Property less attractive to intruders than it otherwise might be. The Association, its directors, committees, members, agents, and employees, shall not in any way be considered an insurer or guarantor of security within the Condominium, and shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each Owner, Resident, guest, and invitee on the Property assumes all risk for loss or damage to his or her person, to his or her Unit, to the contents of his or her Unit, and to any other of his or her property on the Property. The Association expressly disclaims and disavows any and all representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security systems, equipment or measures recommended, installed or undertaken within the Condominium.
- K-2 Right to Hearing* An Owner may request in writing a hearing by the Board of Directors regarding an alleged breach of these Rules by the Owner or a Resident of the Owner's Unit. The Board of Directors will schedule a hearing within 30 days of receiving the Owner's written request. At the hearing, the Board of Directors will consider the facts and circumstances surrounding the alleged violation. The Owner may attend the hearing in person, or by representation by another person or by written communication.
- K-3 Mailing Address* An Owner who receives mail at any address other than the address of his or her Unit shall be responsible for maintaining with the Association his or her current mailing address. Notifications of change of name or change of address should be clearly marked as such. All notices required to be sent to Owners by the Governing Documents shall be sent to an Owner's most recent address as shown on the records of the Association. If an Owner fails to provide a forwarding address, the address of that Owner's Unit shall be deemed effective for purposes of delivery.
- K-4 Revision* These Rules are subject to being revised, replaced, or supplemented. Owners and Residents are urged to contact the management office to verify the rules currently in effect on any matter of interest. These Rules shall remain effective until 10 days after

the Association mails notice of an amendment or revocation of these Rules to an Owner of each Unit

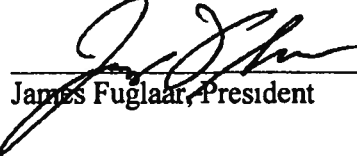
K-5 Other Rights These Rules are in addition to and shall in no way whatsoever detract from the rights of the Association or Owners under the Declaration, Bylaws, Articles of Incorporation, and the Laws of the State of Texas

K-6 Effective Date These rules are the Rules of Diamond Beach Owners Association and shall become effective on or before September 1, 2013, after a minimum of 10 days notice to the Members of the Association, and effective upon recording in the Official Public Records of the Galveston County Clerk

CERTIFICATE


I HEREBY CERTIFY that the foregoing is a true, complete and correct copy of the initial Rules of Diamond Beach Owners Association, a Texas nonprofit corporation and condominium association, as adopted by the initial Board of Directors by unanimous written consent in lieu of an organizational meeting, on August 6, 2013, and as approved at a Special Meeting of the Association, on August 17, 2013

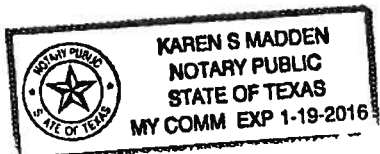
DIAMOND BEACH OWNERS ASSOCIATION


James Fuglaar, President

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

Before me, the undersigned authority, on this 2nd day of September, personally appeared James Fuglaar, President of Diamond Beach Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of the Association

NOTARY PUBLIC FOR THE STATE OF TEXAS




16 Karen S. Madden
 P.O. Box 16583
 Galveston TX 77554

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan 2013056818

September 04, 2013 01 13 38 PM

FEE \$92 00

Dwight D Sullivan, County Clerk

Galveston County, TEXAS

SUPPLEMENTAL RULES FOR ENFORCEMENT OF DIAMOND BEACH CONDOMINIUM ASSOCIATION PARKING RULES

PARKING

The organizational documents for Diamond Beach Owners Association ("Association") provide that each owner will have access to one lined, unassigned parking space on the property, either garage or uncovered parking. The current number of spaces would result in the availability of approximately 1.34 spaces per condominium unit, not including the commercial units which are open to the public and must also share these available spaces.

RULES

To ensure equal access to the available parking among the owners, the parking rules must be enforced, as follows:

1. No unit may have occupants or guests who simultaneously occupy more than one (1) garage parking space and one (1) outside parking space.
2. These rules will be strictly enforced from March through September (the "peak season"), but leniency may be observed at other times, if spaces are available.
3. These rules also apply to renters and guests of the owners. *If a unit is rented during the Peak Season, or during any period of high vehicle use, the owner may not park at Diamond Beach if all the allotted spaces for a unit are currently being occupied.*
4. To assist with enforcement of the parking rules, no more than two (2) garage door openers will be activated, nor more than two parking hang tags will be issued to a unit.
5. All persons who park at Diamond Beach, including owners, shall properly register their vehicles with Diamond Beach management, including emergency contact information.
6. If an owner, and/or their guests, are found to have an excess number of vehicles on the property at a particular time, management will attempt to contact the owner to move the necessary number of vehicles.
7. If an owner or guest is unwilling or unavailable to move a vehicle, that vehicle may be towed, according to local ordinance, at the owners' expense.
8. Storing of any personal property, including also automobiles, motorcycles and recreational equipment, is never allowed in a parking space at Diamond Beach.

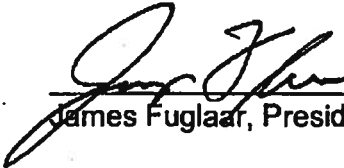
PENALTIES

- A. For a first offense of any of the above provisions, an owner may receive a verbal and or/written warning.
- B. Any violation of the above provisions may result in the assessment of a fine in the amount of \$25.00 per day, per vehicle, for so long as the infraction continues.
- C. If the services of a third party are employed to remove an offending vehicle or other personal property, the owner agrees to indemnify and hold harmless the Unit Owners Association of Diamond Beach for any damage caused by the actions of said third party.
- D. By law, a lien for any unpaid fine or assessment may become a lien upon the unit of the non-compliant owner.

The Effective Date of these Supplemental Rules is May 1, 2014, according to the authority granted to the Board of Directors of the Diamond Beach Unit Owners' Association.

Dated this 15th day of May, 2014.

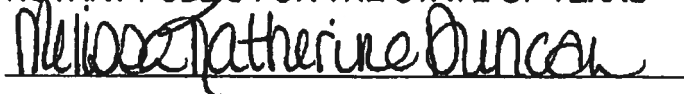
DIAMOND BEACH OWNERS ASSOCIATION


James Fuglaar, President

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

Before me, the undersigned authority, on this 15th day of May, personally appeared James Fuglaar, President of Diamond Beach Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of the Association.

NOTARY PUBLIC FOR THE STATE OF TEXAS



My Commission Expires:
March 20, 2018



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan

2014 May 07 09:22 AM Fee: \$ 30.00

2014024522

DWIGHT D. SULLIVAN, COUNTY CLERK
GALVESTON COUNTY TEXAS

PROCEDURE FOR ENFORCEMENT OF RULES FOR THE DIAMOND BEACH OWNERS ASSOCIATION

Section 17.2(f) of the Declaration for the Diamond Beach Owners' Association (the "Association") provides for the imposition of certain fees, charges and fines against a Unit Owner by the Association, acting through its Board of Directors. These charges are enforceable as Common Expense Assessments.

Pursuant to this authority, after giving notice to an Owner, the Association may charge a fine of not less than \$25.00 for each violation or non-compliance (an "offense") of the Rules by said Owner; or his or her authorized guest, said fines to be reassessed and accruing for each day that the Owner shall fail to correct the offense.

Notice. The Notice required by this procedure shall be sufficient if made in any form reasonably expected to advise the Owner of the offending act, and the consequences of a failure to cure.

Right to Hearing. Any Owner advised of a rules violation resulting in the imposition of a fine shall be entitled to a hearing on the validity of the fine, by giving written notice of a Request for Hearing to the Board of Directors, through its President, at his or her primary residence or usual place of business, which notice shall not be deemed sent unless received by the President, or a duly appointed agent, as evidenced by a signature from the lawful recipient.

Cure and Waiver. The Board of Directors shall respond and schedule a hearing upon an Owner's Request for Hearing within 45 days from receipt of said Notice, and if not, then the offense shall be deemed cured and all fines assessed shall be waived or refunded.

Fines Continue. During the period of time from notice of the offense to an Owner and such time that the Board shall either meet or fail to meet for a hearing on the Owner's objection, the fines will continue to be assessed each day that the offense continues.

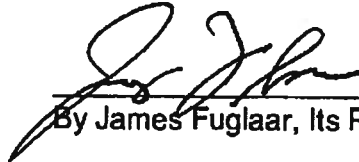
Emergency Relief. By law, the Association may take action with respect to any violation of the rules affecting the Common Elements or any Limited Common Element, and shall not be required to wait until an Owner has scheduled a hearing on the violation; except that no fines shall be assessed during that time if the action by the Association has cured the violation.

Article VI of the Bylaws of the Association provides for immediate removal of items wrongfully placed on the Limited Common Elements or the Common Elements of the Property.

Other Rights. These procedures are in addition to, and not in substitution of any other provisions in the organizational documents of the Association; and shall not be considered in conflict with these provisions.

Adopted by the Board of Directors on this 1st day of MAY, 2014, with an effective date of June 1, 2014.

DIAMOND BEACH OWNERS ASSOCIATION



By James Fuglaar, Its President

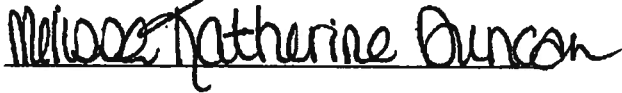
STATE OF TEXAS

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COUNTY OF GALVESTON

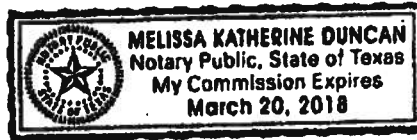
Before me, the undersigned authority, on this 1st day of May, personally appeared James Fuglaar, President of Diamond Beach Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of the Association.

Notary Public for the State of Texas



My Commission Expires:

March 20, 2018



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan

2014 May 07 09:18 AM Fee: \$ 30.00

2014024520

DWIGHT D. SULLIVAN, COUNTY CLERK
GALVESTON COUNTY TEXAS

ENFORCEMENT AND FINE POLICY
for
DIAMOND BEACH OWNERS ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Enforcement and Fine Policy (this “**Policy**”) is made by the Board of Directors (the “**Board**”) of the Diamond Beach Owners Association (the “**Association**”).

RECITALS

1. Article IV, Section 4.2, of the Declaration of Diamond Beach Condominium (the “**Declaration**”) recorded in the Official Public Records of Real Property of Galveston County, Texas under Clerk’s File No. 2009003602, grants to the Association all of the powers provided in Chapter 82 of the Texas Property Code.

2. Section 82.102 of the Texas Property Code provides that the Board impose reasonable fines for violations of the Dedicatory Instruments (defined below).

3. Article XVII, Section 17.2(f), of the Declaration provides that such fines, along with any fees, charges, collection costs and interest charged against a unit owner are enforceable as assessments.

4. The Board desires to adopt a policy relating to the enforcement of the Dedicatory Instruments (defined below) of the Association and the levying of fines and other charges against unit owners for violations thereof.

5. Notwithstanding anything contained herein to the contrary, in the event of a violation of that certain Supplemental Rules for Enforcement of Diamond Beach Condominium Association Parking Rules (“**Parking Rules**”) recorded under Galveston County Clerk’s File No: 2014024522, the fines established in the Parking Rules shall control over the fines established herein.

ENFORCEMENT AND FINE POLICY

This Policy replaces any prior policy discussing the topics discussed herein (save and except fines for violations of the Parking Rules) including but not limited to the instrument entitled “**Procedure for Enforcement of Rules for the Diamond Beach Owners Association**” filed of record in the Official Public Records of Galveston County, Texas under Clerk’s File No. 2014024520.

Section 1. Definitions.

Capitalized terms used in this policy have the following meanings:

- 1.1. **“Dedictory Instruments”** means the Declaration, the Articles of Incorporation of the Association, and Bylaws of the Association, and any rules, regulations or policies of the Association adopted by the Board and recorded in the Official Public Records of Real Property of Galveston County, Texas.

Other capitalized terms used in this Policy have the same meanings as that ascribed to them in the Declaration.

Section 2. Fining Policy.

2.1. **Owners and Occupants Bound.** All Owners are responsible for assuring that their tenants, occupants, guests and invitees comply with the provisions of the Dedictory Instruments of the Association. If an Owner, tenant, occupant, guest or invitee of an Owner's Unit violates any of the provisions of a Dedictory Instrument, the Board may impose a fine upon the Unit for each violation.

2.2. **Notice; Opportunity for a Hearing; Opportunity to Cure.** Upon determining that a violation of the Dedictory Instruments of the Association has occurred, the Board shall deliver written notice to the Owner and, if applicable, the tenant or occupant of the Unit not later than the thirtieth (30th) day after the date a fine has been levied against the Owner. The notice must:

- a. describe the violation and state the amount of the proposed fine;
- b. state that not later than the thirtieth (30th) day after the date of the notice, the Owner may request a hearing before the Board to contest the fine; and
- c. state that the Owner shall have a reasonable time to cure the violation and avoid the fine; provided, however, if the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) month period, the fine may be levied immediately without giving the Owner a reasonable time in which to cure the violation.

2.3. **Due Date.** If the Owner does not cure the violation before the date specified in the notice, the fine is due and payable immediately on the date that the period for curing the violation ends regardless of whether or not a hearing is requested. If no opportunity to cure is required, the fine is due and payable within thirty (30) days after the date of the notice regardless of whether or not a hearing is requested.

2.4. **Lien Rights.** Any fine levied against an Owner is part of the assessments for which the Owner is responsible for payment, which said assessments are secured by a continuing lien in favor of the Association as provided in Section 82.113 of the Texas Property Code.

2.5. **Hearing Requested.** If a hearing is properly requested by the Owner, the hearing shall be held not later than the 30th day after the date the Association receives the Owner's written request for a hearing. Notification of the date, time and place of the

hearing will be sent not later than the 10th day before the hearing. If a postponement of the hearing is requested by either the Association or the Owner, a postponement must be granted for a period of not more than ten (10) days. Any additional postponement may be granted by agreement of the parties.

Upon the conclusion of the hearing, the Board may determine at its discretion that:

- a. the fine is reasonable;
- b. the amount of the fine should be lowered, in which case the Owner will receive a partial refund; or
- c. the fine should be refunded in its entirety.

2.6. **Hearing Not Requested.** If a hearing is not properly requested by the Owner, the violation must be cured within the time frame set forth in the demand letter. Fines, suspension of right to use Common Areas, and other remedies available to the Association may be implemented after the expiration of the thirty (30) day time frame provided to the Owner to request a hearing.

2.7. **Remedies.** The Owner shall be liable for, and the Association may collect reimbursement of, reasonable attorney's fees and other reasonable costs incurred by the Association after the conclusion of a hearing, or, if a hearing is not requested, after the date by which the Owner must request a hearing. Additionally, the Association may, but is not obligated to, exercise any self help remedies set forth in the Declaration. Further, the right to use the Common Area may be suspended.

In addition to charging fines, the Association reserves the right under the Dedicatory Instruments and under Texas law to pursue any and all other remedies available for violations of the Dedicatory Instruments including the right to file a suit for the recovery of damages and/or injunctive relief.

A notice of violation may also be recorded in the real property records if the violation is not cured within the specified time frame.

2.8 Fine Schedule

FINES FOR VIOLATIONS OF THE DEDICATORY INSTRUMENTS **NOT AFFECTING OTHER OWNERS**

In the instance where an Owner's violation(s) of the Dedicatory Instruments does not affect other Owners in the Condominium, the Board shall determine, in its sole discretion, whether or not an Owner's violation(s) of the Dedicatory Instruments affects other Owners in the Condominium. The following schedule of fines will apply should the Board determine, in its sole discretion, to impose fines for a particular violation:

First Violation	\$ 50.00
Second Violation	\$ 100.00
Subsequent Violations	\$ 200.00

FINES FOR VIOLATIONS OF THE DEDICATORY INSTRUMENTS
AFFECTING OTHER OWNERS

In the instance where an Owner's violation(s) of the Dedicatory Instruments affects other Owners in the Condominium, the Board may set the amount of the fine as it reasonably relates to the violation of the Dedicatory Instruments and the number of Owners affected by the violation.

The Association, acting through its Board is hereby authorized to impose lesser fines or no fine at all for violation of the Dedicatory Instruments as determined by the Board in its sole discretion. Each day that such violation continues may be considered to be a new violation.

Fines against an Owner will be assessed against the Owner's Unit. The Owner will be responsible for the actions of all residents, guests and invitees of the Owner and any fines against such residents, guests and invitees will also be assessed against the Owner's Unit.

Section 3. Late Payments of Assessments.


3.1. **Owners and Occupants Bound.** All Owners are responsible for assuring that their tenants, occupants, guests and invitees comply with the provisions of the Dedicatory Instruments of the Association. If an Owner, tenant, occupant, guest or invitee of an Owner's Unit violates any of the provisions of a Dedicatory Instrument, the Board may impose a fine upon the Unit for each violation.

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CERTIFICATION

I hereby certify that, as Secretary of the Diamond Beach Owners Association, the foregoing Enforcement and Fine Policy was approved on the 3rd day of July, 2016, at a meeting of the Board of Directors at which a quorum was present.


DATED, this the 12th day of July, 2016.


Print Name: Robert A. Ragazzo
Title: Secretary

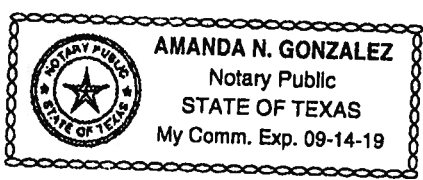
STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

BEFORE ME, on this day personally appeared Robert A. Ragazzo, the Secretary of the Diamond Beach Owners Association known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed, in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal this the 12th day of July, 2016.



Notary Public – State of Texas



After Recording, Return To:
Stephanie Quade
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, TX 77056

FILED AND RECORDED

Instrument Number: *2016042471*

Recording Fee: 42.00

Number Of Pages: 6

Filing and Recording Date: 07/14/2016 11:30AM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



Dwight D. Sullivan

Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

PET POLICY

for

DIAMOND BEACH CONDOMINIUM

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Pet Policy for Diamond Beach Condominium (this “Policy”) is made by the Board of Directors (the “Board”) of the Diamond Beach Owners Association (the “Association”).

RECITALS

The property encumbered by this Policy is that property known as Diamond Beach Condominium, a condominium regime located in Galveston County, Texas according to the “Declaration of Diamond Beach Condominium” recorded in the Official Public Records of Real Property of Galveston County, Texas under County Clerk’s File No. 2009003602 (the “Declaration”), and any other subdivisions which have been and may be subsequently annexed thereto and made subject to the jurisdiction of the Association.

Article III, Section 3.1, of the Bylaws of the Association recorded in the Official Public Records of Real Property of Galveston County, Texas under Clerk’s File No. 2009003602, vests the Association with all of the powers necessary for the administration of the Association and for the operation and maintenance of the Diamond Beach Condominium (the “Condominium”).

The Board desires to adopt a policy relating to the existence of Pets in the Condominium.

This Policy replaces any prior policy discussing the topics discussed herein.

SECTION 1. **DEFINITIONS**

- 1.1 “Owner” shall mean a Unit Owner and the Owner’s family members and short-term guests.
- 1.2 “Tenant” shall mean an occupant under lease from an Owner.

SECTION 2. **PET RULES**

2.1 Subject to Rules. An Owner may not keep or permit an animal of any kind, at any time, on the Property, except as permitted by these Rules or its Dedicatory Instruments (as same is defined in Texas Property Code §82.003). Except for an animal that is certified and serves as an aid to a handicapped Tenant, a Tenant may not keep a pet in a Unit or otherwise on the Property.

2.2 Permitted Pets. Subject to this Policy, an Owner may keep in the Owner’s Unit not more than two (2), in the aggregate, common household pets (“Permitted Pets”) (e.g., two cats, two dogs, or one cat and one dog). Permitted Pets include domesticated dogs (gentle in disposition), domestic cats, caged birds, and aquarium fish. Permitted Pets also include a specially trained

animal that is certified to serve as an aid to a handicapped Resident, regardless of the animal's size or type. All Permitted Pets must be approved in writing by the Association. Members of an Owner's immediate family may bring Permitted Pets when visiting the Condominium. A tenant of an Owner with a lease agreement of at least thirty (30) days, may keep Permitted Pets during their rental period.

2.3 Prohibited Animals. Dangerous or exotic animals, reptiles of any kind, pit bull terriers, trained attack dogs, and any other animal reasonably determined by the Board of Directors to be a threat or potential threat to the well-being of humans or other animals are not Permitted Pets and are prohibited. No other animal may be kept, bred, or maintained in a Unit or otherwise on the Property for a commercial purpose.

2.4 Indoors/Outdoors.

A. An Owner must keep each Permitted Pet inside the Owner's Unit. No Permitted Pet is allowed on the general Common Elements unless the Permitted Pet is on a leash under the control of a responsible person or carried inside of a crate or carrier. No Permitted Pet may be tethered or tied to any stationary object which is a part of the Common Elements. An Owner may not leave a Permitted Pet unattended in or on the Common Elements, and may not leave a Permitted Pet unattended on a patio or balcony for more than two (2) hours per day.

B. Permitted Pets are prohibited in the pool area. An Owner may not take a Permitted Pet through the main pool area gates. For direct access to the west beach, an Owner must take his or her Permitted Pet through the gate that is attached to the parking lot. For direct access to the Seawall, an Owner must take his or her Permitted Pet through the dog gate at the east end of the property.

2.5 Disturbance. No Permitted Pet may be, or become, an annoyance or nuisance to Owners and Tenants or unreasonably disturb any Owner or Tenant. No Permitted Pet is permitted to bark, howl, whine, screech, or make or cause other loud or unreasonable noises for extended or repeated periods of time. For purposes of these Rules, a Permitted Pet is a nuisance if its conduct is unreasonably annoying and bothersome to a person of ordinary sensibilities. The Board of Directors is authorized to determine whether a Permitted Pet is unreasonably annoying, disturbing or a nuisance and its good faith determination will be binding on all parties.

2.6 Damage. Permitted Pets are not permitted in flower beds or other landscaped areas. An Owner is responsible for any property damage, injury, or disturbance caused by his/her Permitted Pet. An Owner must reimburse the Association for the costs incurred to repair damage to the Common Elements caused by the Owner's Permitted Pet. An Owner is also liable to any person injured by the Owner's Permitted Pet. An Owner who keeps a Permitted Pet on the Property is deemed to indemnify and hold harmless the Board of Directors, the Association, and the other Owners and Tenants from any loss, claim, or liability of any kind or character whatsoever, resulting from any action of his or her Permitted Pet, or arising by reason of keeping or maintaining such Permitted Pet on the Property.

2.7 Pooper Scooper. An Owner may not permit his or her Permitted Pet to defecate on the Property, except in areas designated by the Board of Directors for that purpose. Each Owner is

responsible for the removal of his or her Permitted Pet's waste from the Common Elements. The Board of Directors may levy a fine against a Unit and its Owner for each violation of these Rules by either the Owner or occupant of that Unit. The Board of Directors is authorized to determine whether this Rule has been violated by an Owner and its good faith determination will be binding on all parties.

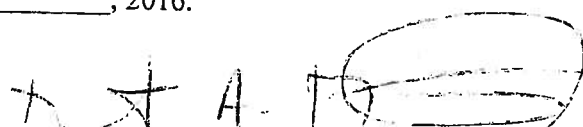
2.8 Removal. If an Owner violates these Rules or the community policies pertaining to pets, or if a pet causes or creates a nuisance, odor, unreasonable disturbance, or noise, the Owner or person having control over the animal will be given written notice by the Board of Directors and an opportunity to correct the problem. If the problem is not corrected within the time specified in the notice [not less than ten (10) days], the Owner, upon written notice from the Board of Directors, may be required to remove the animal. Each Owner agrees to permanently remove an otherwise Permitted Pet from the Property within ten (10) days of the date of receipt of a removal notice from the Board of Directors.

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CERTIFICATION

I hereby certify that, as Secretary of the Diamond Beach Owners Association, the foregoing Pet Policy was approved on the 3rd day of July, 2016, at a meeting of the Board of Directors at which a quorum was present.

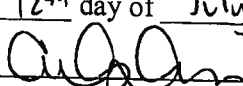
DATED, this the 12th day of July, 2016.

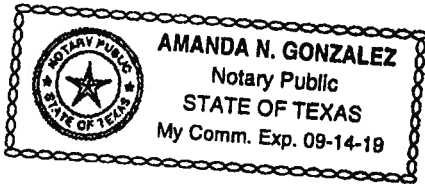

Print Name: Robert A Ragazzo
Title: Secretary

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

BEFORE ME, on this day personally appeared Robert A Ragazzo, the Secretary of the Diamond Beach Owners Association known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed, in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal this the 12th day of July, 2016.


Notary Public – State of Texas



After Recording, Return To:
Stephanie Quade
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, TX 77056

FILED AND RECORDED

Instrument Number: 2016042438

Recording Fee: 38.00

Number Of Pages: 5

Filing and Recording Date: 07/14/2016 10:24AM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



Dwight D. Sullivan

Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

**SUPPLEMENTAL RULES AND FEES OF
DIAMOND BEACH OWNERS ASSOCIATION, INC.**

I, the undersigned, pursuant to Texas Property Code §202.006 do hereby certify:

That I am the President of the Diamond Beach Owners Association, Inc., (the "Association") a Texas non-profit corporation;

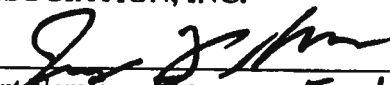
That the attached document titled "Supplemental Rules and Fees of Diamond Beach Condominium Owners Association" is a document that applies to the use and operation of the Diamond Beach condominium regime located in Galveston County, Texas;

That the property affected by the attached document is the property restricted by that certain "Declaration of Diamond Beach Condominium" recorded in the Official Public Records of Real Property of Galveston County, Texas under County Clerk's File No. 2009003602 (the "Declaration"), as same has been or may be amended from time to time; and

That the document which affects the use and operation of the above-referenced property attached hereto as Exhibit "A" was duly adopted by the Board of Directors of the Association.

SIGNED this the 25th day of August, 2016.

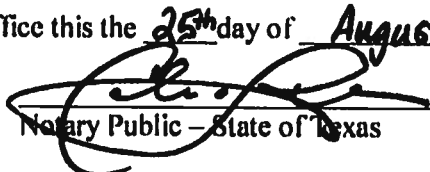
**DIAMOND BEACH OWNERS
ASSOCIATION, INC.**


Print Name: James Fuglaar
Title: President

STATE OF TEXAS §
COUNTY OF GALVESTON §

BEFORE ME the undersigned authority, on this day personally appeared James Fuglaar, the President of the Diamond Beach Owners Association, Inc., known by me to be the person whose name is subscribed to the this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed, in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 25th day of August, 2016.


Notary Public – State of Texas

After Recording, Return To:
Stephanie Quade
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, TX 77056

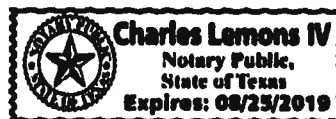


EXHIBIT "A"

- I. **Supplemental Rules and Fees of Diamond Beach Condominium Owners Association**

**SUPPLEMENTAL RULES and FEES OF
DIAMOND BEACH CONDOMINIUM OWNERS ASSOCIATION**

Effective May 1, 2014

These rules replace in their entirety the Supplemental Rules Regarding Private Parties, Cabanas, Grills, Wristbands, Parking, Smoking and Offensive Behavior Effective September 1, 2013

I. Rules Regarding Private Parties

A. Rules for Owners:

1. An Owner must notify the front desk in writing at least 7 days in advance of a party. The written notification must provide the number of guests in the party. Diamond Beach management must approve the party including but not limited to the number of guests, security guard(s) and parking arrangements for party guests.

2. Rules Regarding Guests:

- a. An Owner may invite up to 25 guests (including children) at no charge.
- b. There will be a \$100 charge to Owners for every additional 25 guests (including children) up to 100 guests.
- c. No party shall exceed 100 guests.

B. Rules for Renters:

1. Renters are not allowed to host parties at Diamond Beach.
2. Renters are allowed to have guests up to the total number of occupants allowed per condominium unit ("Unit"). For example, if a renter checks-in to a 2 bedroom Unit (maximum occupancy of 6 people) with three people, the renter is allowed to have 3 additional guests. If the renter checks-in to a 2 bedroom Unit with 6 people, the renter is not allowed additional guests since the renter has reached the full occupancy for the Unit at the time of check-in.

C. Rules regarding Security for Parties

A security guard is required for every 50 guests or as determined by Diamond Beach Management. The party host is responsible for the fees to hire a security guard for every 50 people invited and/or attending the party. Security guard arrangements must be approved by Diamond Beach Management at least 7 days prior to the event date.

D. Parking for Parties

The party host is responsible for ensuring that guests do not park on Diamond Beach premises during peak season (March 1 – September 30) or as determined by Diamond Beach Management.

II. Rules Regarding Cabana Rentals

Cabanas may be reserved for the day. The following fees apply:

- i) Owners will pay \$50 for a one day rental of a cabana without a grill**
 - ii) Renters will pay \$100 for a one day rental of a cabana without a grill**
 - iii) Owners will pay \$10 per hour with a 2 hour minimum for a cabana with a grill**
 - iv) Renters will pay \$20 per hour with a 2 hour minimum for a cabana with a grill**
- No refunds will be given for any cabana rental.

III. Rules Regarding Grill Without Cabanas Rentals

Grills that are not covered by a cabana may be used by Owners and Renters on a first come, first serve basis at no charge.

IV. Rules for Wine and Dine Room Rental

A. Rules for Owners

Owners may reserve the wine and dine room at no charge. A \$75 cleaning fee will be charged at the time of the reservation. Additional cleaning charges may apply if extra cleaning is required. If a written cancellation notice is not received by Diamond Beach's front desk at least 72 hours before the reservation date, the \$75 cleaning fee will be forfeited by Owner.

B. Rules for Renters

Renters may reserve the wine and dine room for \$50 per hour with a 4 hour minimum and \$50 each additional hour. A \$350 security/damage deposit is required at the time of the reservation. A \$75 cleaning fee will be charged for normal cleaning, additional charges may apply if extra cleaning is required. If a written cancellation notice is not received by Diamond Beach's front desk at least 72 hours before the reservation date, Renter will forfeit \$75 of the security/damage deposit and \$275 will be refunded to Renter.

V. Rule Regarding Wristbands

All Owners, renters and their guests must wear wristbands in any common area of Diamond Beach.

VI. Rules Regarding Parking

A. Each Owner, renter, and their guest(s) are allowed to park up to two cars per Unit (with no more than one vehicle per Unit inside the garage) on the Diamond Beach premises to the extent that parking spaces are available.

B. All other cars must park off the Diamond Beach premises. Owners are responsible for ensuring that their guests park off the Diamond Beach premises when required.

C. For a complete set of rules regarding parking, see the Supplemental Rules for Enforcement of Diamond Beach Condominium Association Parking Rules effective May 1, 2014.

VII. No Smoking

No smoking is allowed on the premises of Diamond Beach except for inside the condos and on the balconies if allowed by the Owner of such unit.

VIII. Rules Regarding Resort Fee

Owners will pay a resort fee for all renters, extended family members, and guests. The fee schedule is attached as Exhibit 1. A resort fee will not be charged when the Owner or their immediate family is occupying the condominium unit. Immediate family is defined as Owner's parents, siblings, children and grandchildren.

IX. Rules Regarding Maximum Occupancy of Units for Non-Owners

The maximum occupancy for Unit shall be as follows for non-owners:

1 bedroom – 4 people 3 bedrooms – 8 people

2 bedroom – 6 people 4 bedroom – 10 people

Maximum occupancy includes adults, children, infants and guests.

X. Rule Regarding Minimum Age Limits for Renters

Units shall not be rented to vacationing students or young adults (under 25 years of age) unaccompanied by a responsible parent or guardian. One parent or guardian over the age of 25 years of age is required to stay in the Unit at all times during the rental. For clarification, reservations made by parents or guardians who do not check-in and/or who leave overnight during the length of the stay are prohibited. Diamond Beach reserves the right to deny check-in to any guest if there is no adult over the age of 25 years of age in the party checking-in.

XI. Rule Regarding Minimum Nightly Rental

One night rentals of Units are prohibited. Rentals must be for a minimum of two nights.

XII. Rule Regarding Condo Transfer Certificate

The HOA will charge \$500 to owners for the Condo Transfer Certificate for resale of any Unit.

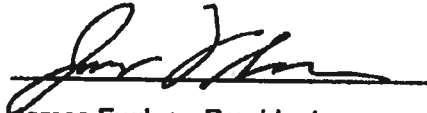
XIII. Rule Regarding the Powers of Diamond Beach Management

Diamond Beach Management reserves the right to eject from Diamond Beach anyone who, in its sole discretion, is deemed to be causing a disturbance, engaging in offensive behavior or failing to follow the rules of Diamond Beach Owners Association.

The Effective Date of these Supplemental Rules is May 1, 2014, according to the authority granted to the Board of Directors of the Diamond Beach Owners Association.

Dated this 7th day of April, 2014

DIAMOND BEACH OWNERS ASSOCIATION


James Fuglaar, President

STATE OF TEXAS

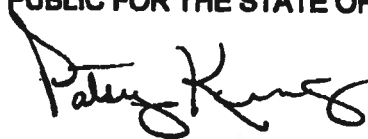
COUNTY OF GALVESTON

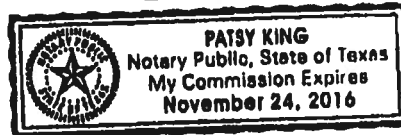
Before me, the undersigned authority, on this 7 day of April 2014, personally appeared James Fuglaar, President of Diamond Beach Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of the Association.

NOTARY PUBLIC FOR THE STATE OF TEXAS

My Commission Expires:

11/24/2016





**Exhibit 1 to Supplemental Rules Effective May 1 of
Diamond Beach Condominium Owners Association**

**Resort Fee
Diamond Beach
Effective May 1, 2014**

Season	1 BR/ 2 night	1 BR 3-6 night	1 BR 7+ night	2 BR 2 night	2 BR 3-6 night	2 BR 7+ night	3BR 2 night	3BR 3-6 night	3BR 7+ night	4BR 2 night	4BR 3-6 night	4BR 7+ night
Winter 11/1 - 2/28	\$20	\$30	\$50	\$30	\$40	\$80	\$40	\$50	\$70	\$50	\$80	\$80
Spring 3/1- 4/30	\$30	\$40	\$60	\$40	\$50	\$70	\$50	\$80	\$80	\$80	\$70	\$90
Summer 5/1- 9/8	\$40	\$50	\$70	\$50	\$80	\$80	\$80	\$70	\$90	\$70	\$80	\$100
Fall 9/9 - 10/31	\$30	\$40	\$80	\$40	\$50	\$70	\$50	\$80	\$80	\$80	\$70	\$90

Maximum Occupancy

1 Bedroom – 4 people
2 Bedrooms – 6 people

3 Bedrooms – 8 people
4 Bedrooms – 10 people

Maximum occupancy includes adults, children, infants and guests.

Owner shall pay the resort fee for all renters, extended family members, and guests. The resort fee shall not be charged when Owner or their immediate family is occupying the unit. Immediate family is defined as Owner's parents, siblings, children and grandchildren.

FILED AND RECORDED

Instrument Number: *2016052056*

Recording Fee: 50.00

Number Of Pages: 8

Filing and Recording Date: 08/25/2016 1:40PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



Dwight D. Sullivan

Dwight D. Sullivan, County Clerk
Galveston County, Texas

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