

Galveston Telephone Building Condominium Association Rules and Regulations

Revised June 21, 2019

These Rules and Regulations, adopted by the Board of Directors (BOD) of the Galveston Telephone Building Condominium Association (GTBCA), apply to the condominium units and common areas of the Galveston Telephone Building Condominium (the Condominium). All unit owners, their guests, invitees, and lessees shall strictly comply with these Rules and Regulations, as well as the obligations of owners and residents provided in the Declaration and Bylaws of the Condominium. In the event of a conflict between these Rules and Regulations and the Bylaws or Declaration, the Bylaws or Declaration control.

I. Conduct

- A. Unit owners, their guests, invitees, tenants, and lessees shall not engage in any illegal, unsafe, or prohibited activity on the property. Furthermore, unit owners, their guests, invitees, tenants, and lessees shall hold harmless and indemnify the Association and the individual owners if any such activity directly or indirectly results in an accident, injury, liability, or claim of any kind.
- B. All unit owners, their guests, invitees, tenants, and lessees shall avoid excessive noise, playing loud music, producing offensive odors, or other acts that may disturb other residents. See Bylaws at Article V, §8(c).
- C. Smoking is not allowed in any unit or in any of the common areas of the condominium building. Smoking is permitted on the property outside the building, as long as it takes place at least 10 feet away from any doorway. Smokers may not dispose of smoking refuse on the ground.
- D. Residents keeping animals on the property must abide by City and County sanitation and pet regulations. See Bylaws at Article V, §8(c). Owners may keep no more than two pets in their unit, and may not keep exotic pets or dangerous dog breeds. All animals must be leashed and in control while in the common areas and on the grounds of the property. All pet feces, urine, or other waste must be picked up or mopped up immediately and disposed of properly.

- E. Residents must maintain appropriate property insurance with at least \$300,000 in liability coverage.

II. Grounds

- A. Disposing of garbage or trash outside the designated dumpster is prohibited. See Bylaws at Article V, §8(e). All garbage or trash removed from a unit (except recyclable trash) must be taken directly to the dumpster and must not be left, even momentarily, in any common area of the building.
- B. Each unit is assigned two parking spaces. Those assignments are listed in the GTBCA's Owners and Tenants Directory, as are spaces available for temporary guest parking or small service vehicles. Parking spaces may not be rented. See Bylaws at Article V, §8(g). No storage is allowed in parking spaces. Boats, trailers, RVs or commercial vehicles larger than a pick-up truck or van will not be allowed to park in the parking lot.
- C. All vehicles must maintain current plates, tags, and inspection stickers. Undriveable vehicles are not allowed. Oil changes and vehicle repairs may not be performed in the parking lot. Emergency repairs are permitted only when necessary to enable movement of the vehicle to be repaired.
- D. No sports or games involving physical activity may be played in the parking area or in the common areas of the property.
- E. Owners may not conduct any publicly-advertised sale or activity on the property, including estate sales, yard sales or garage sales. This prohibition does not apply to marketing activities related to the sale or rental of a Unit, unless combined with a prohibited activity.
- F. No fireworks, barbeque grills, gas cans or other items that present a fire risk are allowed in the common areas of the property.

III. Building - Exterior

- A. Nothing shall be affixed temporarily to any window ledge or exterior surface of the building, including but not limited to: barbecue grills,

plants, satellite dishes, signs, banners. Hanging, cleaning, throwing or beating garments, rugs, etc. from or on the windows, terraces or facades of the building is prohibited.

- B. Signage for Units 1 and 2 must abide by the current City of Galveston Sign ordinances. If a variance is requested or if a sign is to be attached to the exterior of the building, the BOD must approve the request before applying to the City of Galveston. Units 3-10 are prohibited from having any sign or banner that is visible from the street or any area outside of the building. All units are prohibited from having signs or banners visible from the street or outside the building pertaining to the sale, lease, or rental of units, or political campaigning or team sports affiliation.
- C. Any unit for sale or lease may display a maximum 11"x14" sign, of written text and photographs on white paper, adhered to the inside, bottom section of glass on one of the front doors in the lobby. These signs may be attached by clear spray adhesive or clear double-sided tape used within the confines of the sign. The unit's owner is responsible for maintaining the sign, to assure its current status and to clean the glass once removed. Units 1 and 2 may use this same format on each of their exterior doors, as well as the front doors in the lobby.
- D. There will be no unauthorized access to the roof of the condominium building. Only authorized personnel engaged in maintenance, facility inspections, and emergency operations are permitted on the roof of the premises, and they must sign in and out on the log attached to the door to the roof.
- E. No owner, resident, or lessee will install wiring for any electrical or telephone installation, television antenna, satellite dish, air conditioning unit, or machine of any kind, on the exterior of the property except as authorized by the BOD.

IV. Condominium Units

- A. A \$500 transfer fee will be charged to any new owner of a unit in the building. This will cover the cost of new key fobs, gate openers, loss of energy during move-in, damage to the building from the move, and time spent by the BOD to acquaint the new owner with the building.

- B. Nothing shall be hung on the exterior side of unit doors or placed in the hallways or on the walls of any common area as decoration, except that non-illuminated holiday wreaths may be hung only with a hook that hangs over the top of the door. No nails, screws, or other fastening devices may be used to perforate either side of the entry doors. All unit entry doors are fire rated and perforations can jeopardize the fire safety and that rating. No advertising or postings will be allowed in the common interior or exterior areas of the property except as noted in paragraph III.
- C.
- C. Any portion of the external side of window coverings must be white to insure a quality exterior view of the building. All non-similar design changes must be approved by the BOD prior to installation.
- D. Water furniture or waterbeds are not allowed. Additionally, aquariums are not to exceed 20 gallons.
- E. The use or installation of hot tubs, whirlpools, or Jacuzzis (portable or permanently installed) in a Unit is prohibited. This does not apply to a customary bathtub fixture with water jets installed pursuant to applicable plumbing codes.
- F. Monthly maintenance fees are to be paid by the first of the month. Any fees paid later than the 10th of the month will incur a \$25 late fee.
- G. Elevators are not intended to be freight elevators. Extreme care is to be used when any deliveries or movers use the elevator. Elevator doors and interior are to be protected and doors are not to be forced open for extended periods. Do not exceed posted elevator weight limits.

V. Remodeling Guidelines

- A. Owners must ensure that contractors or service providers working in their units read the Bylaws, and Rules and Regulations on allowable construction activity. Questions can be directed to the BOD.
- B. Planned work descriptions (including drawings if necessary) must be submitted to the BOD to provide notice of upcoming plans before beginning construction. This will allow the BOD to assess for compliance of the Bylaws and Rules and Regulations. If no structural changes are

necessary, review will take place in 30 days or less. If structural changes are proposed, review will be completed in 90 days or less. The BOD may be able to assist in making the construction simpler or easier because of their knowledge of the building.

- C. Contractor access may be handled with a specific code for the exterior doors, and a key in the box for each unit located in the Electrical Room.
- D. Changes that are visible from the outside of the building are expressly prohibited without prior approval of the BOD. Any owner proceeding with work without approval will be expected to change — at their expense — anything that is inconsistent with the character of the building or this document or the Bylaws.
- E. Owners and contractors working in the building must leave all public areas clean at all times. Work may not be performed in the public areas, or parking lot, nor may those areas be a transition space for construction in the unit. If there is not enough room in the unit, the work must be done off-site. The cost of cleaning construction dirt from the public areas will be assessed to the unit owner.
- F. Fire alarms are dust sensitive and may require replacement if exposed to construction dirt. Replacement costs will be assessed against the owner of the unit where construction is taking place if alarm replacement is necessary due to construction. The alarm company can be alerted ahead of construction to safeguard against this damage.
- G. All utility connections must be made in accordance with service already provided to the units and may not be modified without BOD permission. The electrical room is organized for the origination of electrical, phone, water connections and extra keys for each unit. Each unit has a water cutoff and separate electrical meter.
- H. Roof access for air conditioning condensers is not available to the public. If unit owners are not using the regular GTBCA service contractors, new contractors must contact the BOD in advance of service to gain access. Because the top step of the stairs to the roof is very small, large equipment must be placed on the roof with a crane. If contractors cause damage to the roof or trash and equipment are left behind, the cost of repair and clean-up will be assessed to the unit owner who hired the

contractor. No additional equipment may be added to the building or roof without permission from the BOD.

- I. Work must be performed during normal business hours to avoid disturbing other residents. Owners of units where construction or repairs are being done must provide prior notice to neighboring units.
- J. Construction trash must be disposed of by the owner or contractor at their expense, and not placed in the dumpster provided for the building.
- K. Only the exterior parking spaces assigned to the unit are available for contractors' use. A water line is available on the exterior of the building in the parking lot. Its use for construction may not damage surrounding cars or hinder other owners' use of the lot.
- L. All contractors performing remodeling services must provide evidence of insurance and provide an insurance endorsement naming GTBCA as an additional insured or loss payee.

VI. Condominium Units – Rental

- A. All leases must be in writing and provide that the lease is subject, in all respects, to the GTBCA's Declaration, Bylaws, and these Rules and Regulations. The owner shall provide the tenant with a copy of relevant GTBCA documents and these Rules and Regulations. All leases shall provide that the violation of these Rules and Regulations by the tenant is a basis for the immediate termination of the lease by the owner. Upon acceptance of a lease, the owner shall immediately file with the Association a signed and dated tenant registration form including the tenants' information (see Exhibit A), documenting that the tenant has received the above-referenced documents. All leases shall be for a period of no less than one year. No short-term rentals, including VRBO, Airbnb, and similar services, are allowed. The owner also will remit a \$500 tenant "move-in" fee at the time of this filing. The Association will have the right of first refusal on leases as outlined in the Bylaws Article VII, Section Three.
- B. No owner, resident or lessee may lease, rent or contract for permanent or temporary use any parking space that is part of this property.

- C. Non-resident owners must keep the Secretary of the GTBCA advised of the address where they receive their personal business mail. In addition, they must keep the Secretary advised of the address and phone numbers of agents who manage their unit.

VII. Enforcement Policies

- A. Any complaint alleging a violation of the GTBCA's Declaration, Bylaws or Rules and Regulations must be made in writing and addressed to the BOD.
- B. If an owner, their guest, invitees, tenants, lessees, or contractors violates or is otherwise liable for a violation of any of the provisions of the Declaration, Bylaws, and/or Rules and Regulations of the GTBCA, the BOD shall give the Owner in violation of these documents a written notice:
 - (1) describing the violation,
 - (2) stating the amount of the proposed fine,
 - (3) advising the Owner that, not later than the 30th day after the date of the notice, a hearing before the BOD may be requested in writing to contest the fine, and
 - (4) allowing the Owner a specified reasonable time within which to cure the violation and avoid the fine unless the Owner has previously been given notice and a reasonable opportunity to cure a similar violation within the preceding twelve months.
- C. If a request for a hearing to contest a fine is received within the specified time, a hearing shall be scheduled on a date and time set by the BOD.
- D. After the hearing or if the Owner fails to timely request a hearing, the GTBCA, acting through its BOD, is authorized to levy fines as follows.

- | | |
|--------------------------|-------|
| 1. First violation | \$100 |
| 2. Second violation | \$250 |
| 3. Additional violations | \$500 |

E. The BOD may additionally levy daily fines of \$100 if a violation is recurring for more than one day.

By signing below, I indicate that I have read, understood, and will comply with these Rules and Regulations.

Owner Signature(s):

Exhibit A

The form on the following page is to be filled out by each owner as new tenants lease their unit. When complete, file the form with the current GTBCA Secretary, who shall maintain this information.

Tenant Registration Form

Unit Number _____

Names of All Tenants:

Home Phone (if applicable): _____

Mobile/Cell Phone: _____

Work Phone (if applicable): _____

Vehicle Descriptions and License Plate Numbers:

Lease Start and End Dates: _____

Unit Management Agent Name: _____

Agent's Contact Phone: _____

Tenant has been provided with the Rules and Regulations and other relevant Association governing documents by the owner (or their designated property manager) of this unit. Tenant has read these documents and understands that a violation of them will constitute grounds for immediate termination of the lease and mandatory move-out per Texas State tenant laws.

For any questions pertaining to living in the Condominium or these documents, please contact the owner of this unit, or their designated property management agent.

Tenant Signature(s): _____

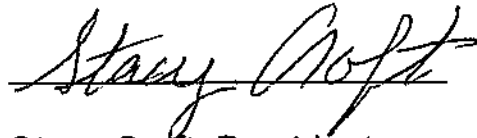
Date: _____

Authority

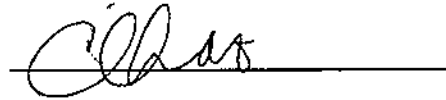
Pursuant to a duly called meeting and vote of the Owners approving the revised Rules and Regulations on June 21, 2019, the officers of the Association are hereby severally authorized to sign, execute, certify to, verify, acknowledge, deliver, file and record the revised Rules and Regulations and take, or cause to be taken, any and all such action in the name of and on behalf of the Association to implement the purposes of the foregoing Rules and Regulations.

IN WITNESS WHEREOF, the undersigned do hereby execute this consent as of the 29 day of June, 2019.

Directors:



Stacy Croft, President

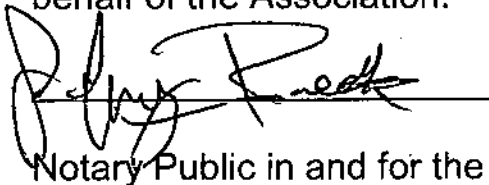


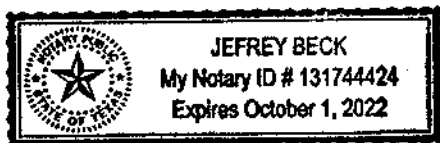
Celia Chao, Secretary

The State of Texas

County of Galveston

Before me, the undersigned authority, on this 29 day of June, 2019, personally appeared Stacy Croft, President and Celia Chao, Secretary of Galveston Telephone Building Condominium Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that each executed the same on behalf of the Association.


Notary Public in and for the State of Texas



FILED AND RECORDED

Instrument Number: 2019036255

Recording Fee: 66.00

Number Of Pages:12

Filing and Recording Date: 07/08/2019 10:40AM

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.



A handwritten signature in black ink that reads "Dwight D. Sullivan". The signature is written in a cursive style and is positioned above a horizontal line.

Dwight D. Sullivan, County Clerk
Galveston County, Texas

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