

PLATFORM WAREHOUSE SUITES CONDOMINIUM ASSOCIATION, INC.
(A Condominium Project in Garden Ridge, Texas)

AMENDED AND RESTATED RULES AND REGULATIONS

The following Rules and Regulations (the “Rules and Regulations”) promulgated by the Declarant (the “Declarant”) of the Platform Warehouse Suites Condominium Association, Inc. (the “Association”), effective as of the date of signing (the “Effective Date”), shall govern the use and occupancy of Units within the Condominium Project and shall be deemed in effect until amended by the Declarant or Board, its successors or assigns, as applicable, and shall apply to and be binding upon all Unit Owners (“Owners”). The Declarant, pursuant to the Condominium Declaration (“Declaration”) adopts these Rules and Regulations for the Condominium Project.

The Owners shall, at all times, obey the Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their, or their tenants, employees, guests, invitees, and all other persons over whom they exercise influence and control and supervision. All of these Rules and Regulations are subordinate to and designed to further the purposes and intent of the Declaration and in the event there is a conflict between these Rules and Regulations and the Declaration, the Declaration shall control. The Rules and Regulations shall apply to all Units within the Condominium Project.

A. DEFINITIONS.

All capitalized terms in these Rules and Regulations, unless otherwise defined herein, shall have the same meaning given to them in the Declaration. The following words, when used in the Rules and Regulations, shall have the meanings designated below unless the context expressly requires otherwise:

1. “**Association**” means the Platform Warehouse Suites Condominium Association, Inc., a Texas nonprofit corporation, its successors and assigns.
2. “**Board**” means the Board of Directors of the Platform Warehouse Suites Condominium Association, Inc., a Texas nonprofit corporation, its successors and assigns.
3. “**Common Elements**” means all of the Condominium Project, except the portions thereof which constitute Condominium Units, and also means all parts of the Building or any facilities, improvements and fixtures which may be within a Condominium Unit which are or may be necessary or convenient to the support, existence, use, occupation, operation, maintenance, repair or safety of the Building or any part thereof or any other Condominium Unit therein and includes those Common Elements which are assigned to the exclusive use of one (1) of more, but not all of the Condominium Unit Owners. Without limiting the generality of the foregoing, the following shall constitute Common Elements:
 - (a) All of the landscaping, driveway, certain parking spaces and easements as designated on the Site Plan;
 - (b) All foundations, columns, girders, beams and supports of the Building;
 - (c) The exterior walls of the Building, the main bearing or utility walls within the Building, the main or bearing sub-flooring and the roofs of the Building; and
 - (d) In general, all other parts of the Condominium Project necessary for common use or convenient to its existence and maintenance except the Land; and;

Notwithstanding the foregoing, the Common Elements shall specifically exclude the garage doors, man doors, heaters, surface mounted electric, and fans.

4. “**Common Expense Assessments**” means the funds required to be paid by each Owner in payment of such Owner’s Common Expense Liability.
5. “**Common Expense Assessment Liability**” means the liability for Common Expenses allocated to each Unit which is determined in accordance with that Unit’s Allocated Interests as set forth in the Declaration.
6. “**Common Expense**” means expenditures made by or liabilities incurred by or on behalf of the Association.

7. **“Condominium Project”** means the Buildings, Units, and all other improvements located within the Site Plan, attached hereto and incorporated herein as Exhibit A, not to include fee title to the Land known as the Platform Warehouse Suites Condominiums, a condominium common interest community.
8. **“Condominium Unit or Units”** means the separate ownership interest in a Condominium Unit, and all improvements and fixtures contained therein, together with the undivided interest in the Common Elements.
9. **“Costs of Enforcement”** means all fees, late charges, interest, expenses, including reasonable attorneys’ fees and costs incurred by the Association (a) in connection with the collection of the Assessments and Fines, or (b) in connection with the enforcement of the terms, conditions and obligations of the Project Documents.
10. **“Declarant”** means Flaggpole Partners, L.P., its successor and assigns.
11. **“Declaration”** means the recorded Condominium Declaration at the Comal County Clerk and Recorder’s records.
12. **“Guest”** means (a) a guest or invitee of an Owner; (b) any members of his or her household, invitee or cohabitant of any such person; (c) a contract purchaser; or (d) a tenant of an Owner or said tenant’s guests or invitees.
13. **“Managing Agent”** means any one or more persons employed by the Association who is engaged to perform any of the duties or functions of the Association. The Managing Agent must provide proof of insurance, the adequacy of which shall be determined by the Board.
14. **“Owner”** or **“Unit Owner”** means the owner of record of any Unit which is subject to the Declaration.
15. **“Rules and Regulations”** or **“Rules”** means these Rules and Regulations adopted by the Declarant as of the Effective Date and any amendments thereto.

B. PARKING.

1. Owners vehicles that fit within a designated striped parking space are permitted to be parked immediately in front of that specific Owner’s Unit and in designated striped spaces throughout the Condominium Project. Owners and Guests shall not be allowed to park in front of any other Owner’s or tenant’s Unit man or garage doors.
2. Oversized vehicles, trucks, motor homes and trailers may only be parked inside a Unit.
3. Unless allowable via a lease with the Association, overnight parking in the Condominium Project (other than inside a Unit) is strictly prohibited without the prior written consent of the Declarant and subsequently the duly elected Board. Any vehicles parked for more than twenty-four (24) hours will result in the Owner violating said rule receiving one (1) warning, then subsequently will incur fines as provided in these Rules and Regulations, and if any further violations will result in the vehicle(s) being towed at the vehicle owner’s expense, and the Unit Owner will be further fined.
4. All designated striped parking is considered a Common Element.
5. Parking in fire lanes, landscaped areas, snow stack areas, or snow plowing lanes is strictly prohibited.
6. Limited reserved parking may be available for lease on an annual basis from the Association through the Managing Agent.
7. Reserved parking requires advance payment to the Association.
8. Only licensed cars or trucks may be parked in reserved parking spaces. No box vans, trailers, boats, equipment or storage is allowed.
9. In addition to the penalties outlined below for violation of Rules and Regulations, the Managing Agent may also have vehicles, trailers or other property violating the parking rules towed at the vehicle owner’s expense.

C. TRASH AND REFUSE.

10. No garbage cans, supplies or other items may be placed on entries or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of refuse, debris and other unsightly material.
11. Refuse and bagged garbage shall only be deposited in containers in the areas provided therefore.
12. Personal dumpsters or trash receptacles that are stored outside of a Unit are strictly prohibited.
13. In the event that the Association determines that an Owner is using excessive space in the common trash receptacles, such Owner may be subject to additional charges to support such use.
14. Prior to depositing in the common trash receptacles, all boxes must be broken down to maximize dumpster space.
15. Shipping pallets must be broken down and placed in the common dumpster and not in the trash enclosure.
16. Stacking of trash outside the dumpster or within the dumpster enclosure is strictly prohibited. Dumpster lids must be able to fully close or trash shall not be deposited within the dumpster at that time.
17. Any violations of these trash and refuse will result in the Owner violating said rule receiving one (1) warning, then subsequently will incur fines as provided in these Rules and Regulations, and if any further violations will result in the Owner being required to hire independent trash service and will no longer be able to use the Association provided trash services without any refund or relief from Monthly Assessments for trash services.
18. If the dumpster is consistently full, Owners must notify the Managing Agent.

D. SIGNAGE.

19. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in or upon any part of the Unit(s) including garage doors or the Common Elements without the prior written consent of the Declarant and subsequently the duly elected Board and the City of Garden Ridge, Texas.
20. The Association may potentially establish a relationship with a specific sign manufacturer which may change from time to time. Owners and occupants are encouraged to utilize said manufacturer for approved signs. Said approved sign manufacturer is Executive Signs (<http://executivesigns.com>).
21. The Association may lease monument sign placards annually. Unit Owners are responsible for the cost to print and install monument signs and keep them in good condition.
22. Magnet signs are not allowed except for the temporary use in marketing the sale or rental availability of a Unit and are limited to one hundred twenty (120) days. However, Declarant owned Units are not subject to this rule.
23. Dye Cut signs must be professionally installed to the man doors at the Unit Owner's expense by Association referred installer.
24. Some or all units may be allowed "cabinet" signs. These signs must be approved by the Declarant and subsequently the duly elected Board and all sign costs are the expense of the Unit Owner.
25. Door signs may only contain the business name, email, phone number, business hours, and/or website. Door signs may not include marketing or other information.

E. USE RESTRICTIONS.

26. Units shall be utilized only for approved uses as per the Garden Ridge land development code in the applicable zone district and subject to the approved the Platform Warehouse Suites Condominiums Development Plan.
27. Owners and their Guests shall not obstruct or interfere with the rights of other Owners or Guests in the Condominium Project or of persons having business in the Condominium Project.

28. Owners and their Guests shall not make or permit any disturbing noises or odors nor permit anything by such persons that will interfere with the rights, comforts or convenience of other Owners or Guests of the Condominium Project.
29. Structural changes to the Unit(s) and changes altering the appearance of the exterior of any Unit, such as skylights, awnings, vents and fans are strictly prohibited without the prior written consent of the Declarant and subsequently the duly elected Board.
30. No flammable, combustible, explosive or otherwise hazardous material, fluid, chemical, substance or waste shall be kept in or around any Unit without the prior written consent of the Declarant and subsequently the duly elected Board.
31. Any cooking or preparation of food must be in compliance with all relevant jurisdictional authorities.
32. Marijuana and marijuana related products may not be grown, produced or sold within in the Condominium Project.
33. Use of the Unit for lodging, sleeping or living is strictly prohibited.
34. Owners or their Guests shall not use Units for any immoral or illegal purposes or for any purpose that will damage the Unit or the Condominium Project, or the reputation thereof.
35. Vehicle maintenance is only allowed within in the interior of a Unit.
36. Storage of any personal goods is only allowed within in the interior of a Unit.
37. Canvassing, soliciting, and peddling in the Condominium Project are prohibited, and Owners shall cooperate to prevent such activities.
38. Owners and their Guests shall comply with the all statutes and regulations by governmental or quasi-governmental authorities in connection with fire, fire safety and fire prevention.
39. Owners and their Guests shall not commit any act or permit any object to be brought into the Condominium Project or stored in a Unit which shall result in a change of rating for any portion of the Condominium Project by the Insurance Services Office or similar person or entity.
40. Owners and their Guests shall not commit any act or permit any object to be brought into the Condominium Project or stored in a Unit which shall increase the rate of fire insurance on the Condominium Project or on the property located therein. In the event that an Owner or their Guest's use increases the rate of fire insurance, then the Owner shall, if the Association permits such use, pay the Association on demand, an amount equal to the increase in the insurance rate.
41. The use or installation in a Unit of any air conditioning unit, engine, boiler, generator, heating unit, stove, water cooler, ventilator, radiator or any other similar apparatus is strictly prohibited without the prior written consent of the Declarant and subsequently the duly elected Board, and then only as the Declarant or Board may reasonably direct.
42. All equipment within a Unit in a location so as to absorb or prevent any vibration, noise, or annoyance to other Owners or Guests. Owners shall not cause or permit improper noises, vibrations, or odors within the Unit.
43. In the event that a Unit is leased, the Unit Owner shall ensure that the tenant adheres to the Declaration, the Bylaws, and these Rules, and all other laws and regulations related to the Condominium Project of which all shall be included as exhibits to any lease between a Unit Owner and their tenant(s). Owner's shall provide any tenant's name, phone number, and email address to Managing Agent. The Unit Owner shall be responsible for any fines or other penalties imposed on the Unit.

F. COMMON ELEMENTS.

44. All Common Elements shall at all times be kept clean and accessible to all Unit Owners, and free from obstructions.
45. There shall be no use of the Common Elements which defaces, inures or scars them, increases the maintenance thereof, or embarrasses, disturbs or annoys any Unit Owner or occupant.

46. Unit Owners and their Guests shall use the common restrooms and other Common Elements only for the purposes for which they were constructed.
47. Unit Owners and their Guests shall not waste resources of the Condominium Project by interfering or tampering with the Common Elements.
48. Improvements to and landscaping of the Common Elements will be performed or authorized only by the Association.
49. Owners and Guests are not permitted to bring and/or consume wine, beer or liquor in any Common Elements without the prior written consent of the Declarant and subsequently the duly elected Board.
50. The Common Elements are smoke-free, except for clearly designated smoking areas, in which only tobacco smoking is allowed. The use of marijuana and/or vapor devices in the Common Elements is strictly prohibited.

G. ASSESSMENTS AND THE WORKING CAPITAL FUND.

51. Monthly Assessments are due and payable on the first day of each month.
52. Assessments should be payable to “Platform Warehouse Suites Condominium Association, Inc.” and addressed to the following: c/o Hier & Company, Inc., 823 S. Perry St., #120, Castle Rock, CO 80104.
53. Assessment payments that are not received by the Association by the tenth (10th) day of the month will incur a Fifty and no/100 Dollars (\$50.00) fee for collection and will outstanding assessment balance will accrue interest at 18.0% per annum.
54. If the Association determines that the Working Capital Fund and Reserve Contribution Fund is insufficient, in accordance with the Declaration and the Bylaws, the Association will notify each Owner in writing and will require all Unit Owners to replenish the Working Capital Fund or Reserve Contribution Fund.

H. FINES AND PENALTIES.

55. The Declarant and subsequently the duly elected Board and the Managing Agent shall have the authority to issue warnings, to assess fines of up to Two Hundred Fifty and no/100 Dollars (\$250.00) per infraction and, in some cases, to evict Owners and their Guests for violation of these Rules and Regulations.
56. In addition, Owners will be responsible for all damages to the Unit, the Common Elements and to other areas of the Condominium Project as a result of their actions.
57. Following notice and hearing, the Board may levy a fine of up to an amount stated in the Bylaws or One Hundred and no/100 Dollars (\$100.00) per day for each day that a violation of the Declaration, Bylaws, or these Rules and Regulations persists after notice.
58. The Association shall be entitled to recover its reasonable costs and attorney’s fees in the event it prevails in an action brought against a Unit Owner to enforce these Rules and Regulations.
59. Parking fines will be levied by the Managing Agent and will begin with a Fifty and no/100 Dollars (\$50.00) parking fine after notice and towing. Any costs related to said towing will be at Owner’s expense.
60. All Fines and late fees shall be collected by the Association in the same manner as unpaid Assessments and shall constitute a lien on the Unit until paid:
 - a. The Association will send notice, via mail or email, to the Unit Owner informing him/her/them of the fine or late payment and providing the Unit Owner ten (10) calendar days in which to cure the default.
 - b. If the default is not cured within ten (10) days, an additional Fifty and no/100 Dollars (\$50.00) fine will be assessed against the Unit Owner.

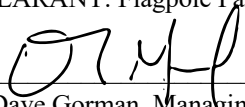
- c. If the default is not cured within thirty (30) days, the Association may refer the matter to legal counsel for collection. All legal fees and costs of collection incurred by the Association will be assessed against the Unit Owner and will become additional debt of the Unit Owner.
- d. If the default is not cured within sixty (60) calendar days, the Association may initiate foreclosure proceedings against the Unit Owner. All legal fees and costs of collection incurred by the Association will be assessed against the Unit Owner and will become additional debt of the Unit Owner.

I. AMENDMENTS TO THE RULES.

- 1. The Board may amend these Rules at any time, provided that notice, via mail or email, thereof is sent to each Owner setting forth in full any such amendment.

Platform Warehouse Suites Condominium Association, Inc. hereby adopts these Rules and Regulations as of the date of execution below.

DECLARANT: Flagpole Partners, L.P, a Texas limited partnership

By:  _____
Dave Gorman, Managing Member

Date: 10/5/2020

Exhibit A Site Plan

