

**COMMERCIAL RULES AND REGULATIONS
FOR
INDIGO COMMERCIAL COMMUNITY ASSOCIATION, INC.**

AUGUST 2024

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EXHIBIT A – Architectural Guidelines for Commercial Property

ARTICLE I

General Provisions

These Commercial Rules and Regulations for Indigo Commercial Community Association, Inc. ("Commercial Rules") are for, and exclusive to, Indigo Commercial Community, the Commercial Association, and the Commercial Property and are established by the Commercial Board according to the rulemaking and rule enforcement authority granted to the Commercial Board in the Commercial Governing Documents. The Commercial Rules are in addition to the terms, provisions, and covenants contained in other Commercial Governing Documents. If there is a conflict between these Commercial Rules and any other Commercial Governing Document, the order of governing authority for such documents shall be as set forth in Section 2.4 of the Commercial Declaration. The Commercial Board is empowered to interpret, enforce, amend, and repeal all or any portion of these Commercial Rules.

The Commercial Association hereby grants a revocable license in favor of the Commercial Manager to interface with the Commercial Owners, the Commercial Occupants, and other Persons described in these Commercial Rules to effect the Commercial Association rights and obligations set forth herein, but not to grant any waivers, make any decisions of the Commercial Board, or otherwise make any independent elections whatsoever beyond the actions specifically authorized by the Commercial Association. If the Commercial Association, in its sole and absolute discretion, elects to terminate this license in whole or in part, then immediately upon giving notice of such termination to the Commercial Manager, the license granted thereto in the immediately preceding sentence shall terminate, and the Commercial Association may enforce its rights and obligations hereunder itself or through another designated Person. Any and all Commercial Rules and requirements contained herein may be supplemented by the Commercial Board and shall become effective upon recording such new Commercial Rules in the Real Property Records of the County. According to Article IV of the Commercial Declaration, whenever these Commercial Rules contain a reference to an action by the Commercial Association, such reference means the Commercial Association acting through and based on decisions and direction of the Commercial Board.

These Commercial Rules are solely for the benefit of the Commercial Owners, Commercial Association, Commercial Board, and Commercial Manager, as well as their successors, assigns, and Designees, and are not for the benefit of and may not be relied upon in any manner by any other Person. These Commercial Rules do not intend to include or have enforced, and the Commercial Association, the Commercial Declarant, the Commercial Manager, the Commercial Board, and each of their respective successors, assigns, and Designees shall not include or enforce at any time in any manner, including by amendment or supplement, any provision in these Commercial Rules or any other Commercial Governing Document that would violate Legal Requirements.

Notwithstanding the foregoing, rights and obligations of the Commercial Association arising hereunder may be delegated to and exercised by the Commercial Association's Designees, including the Commercial Manager, according to the Commercial Governing Documents.

Section 1.1 Definitions.

The following terms are defined for use in these Commercial Rules. **Any capitalized terms used in these Commercial Rules which are not expressly defined herein shall have the same meaning given to such terms in the Commercial Declaration:**

"Architectural Control Committee" or "ACC." The committee established according to Article XII of the Commercial Declaration.

"Architectural Guidelines." Procedural or substantive rules, guidelines, criteria, requirements, standards, and procedures set forth in Exhibit A to these Commercial Rules, and as otherwise adopted by the Commercial Declarant or the Commercial Board per Article XII of the Commercial Declaration, from time to time, which establish and include, without limitation, standards and requirements for design, development, construction, and planning for Improvements to be performed by Commercial Owners or which Commercial Owners shall cause to be performed on their Commercial Owner Tracts, as may be amended and supplemented.

"Commercial Assessments." Regular Assessments, Special Assessments, Commercial Neighborhood Assessments, and Individual Assessments owing to the Commercial Association by a Commercial Owner or levied against any Commercial Owner Tract by the Commercial Association.

"Commercial Association." Indigo Commercial Community Association, Inc., a Texas nonprofit corporation, and its successors and assigns, organized under the TNCL, and created for the purposes and possessing the rights, powers, authority, and obligations set forth in the Commercial Governing Documents, whose address for notice purposes is c/o Cohere, 7600 E. Doubletree Ranch Road, Suite 250, Scottsdale, Arizona 85258, as may be changed by the Commercial Association from time to time.

"Commercial Board." The board of directors of the Commercial Association. Any references to "Board" or "Board of Directors" in these Commercial Rules shall mean the Commercial Board.

"Commercial Building." A building, dwelling, or other structure located on a Commercial Owner Tract constructed for the purposes of or used primarily for, or intended to be used primarily for, or a majority of which is used primarily for, whether in whole or in part, office, retail, restaurant, multi-family apartments, residential dwellings which are restricted to leasing, or any other commercial purposes.

"Commercial Declarant." The Commercial Declarant defined and described in the Commercial Declaration.

"Commercial Declaration." The Commercial Declaration of Covenants, Conditions, and Restrictions for Indigo Commercial Community recorded in the Real Property Records, as may be amended and supplemented from time to time.

"Commercial Governing Documents." The Commercial Governing Documents defined and described in Section 2.4 of the Commercial Declaration, which include, without limitation, these Commercial Rules and the Records Policy, Fine Policy, Delinquent Assessment Policy, and Architectural Guidelines attached to these Commercial Rules.

"Commercial Lease." A lease entered into by a Commercial Owner and a Commercial Lessee for all or any portion of a Commercial Owner Tract, Commercial Building, or other Improvements on a Commercial Owner Tract subject to the terms of the Commercial Governing Documents.

"Commercial Lessee." Any Person having the right to occupy all or a portion of a Commercial Owner Tract, and any Improvements thereon per a Commercial Lease.

"Commercial License." A license granted by the Residential Declarant or Residential Association to a Commercial Owner or the Commercial Association, as the case may be, for the limited purposes described in such license pursuant to Article VII of the Residential Declaration.

"Commercial Owner Tract." A Commercial Owner Tract as defined and described in the Commercial Declaration.

"Commercial Manager." Any professional Commercial Manager or management company that is engaged by the Commercial Association to perform any of the duties, powers, or functions of the Commercial Association.

"Commercial Occupant." Any Person, including a Commercial Lessee, entitled to the use and occupancy of any Commercial Owner Tract and Commercial Building or other Improvements thereon pursuant to an ownership right or a Commercial Lease or other similar agreement granted by a Commercial Owner. A Commercial Occupant may be, but is not required to be, a Commercial Lessee; however, a Commercial Lessee will always be a Commercial Occupant.

"Commercial Property." The Commercial Property as further defined and described in the Commercial Declaration, including Annexed Property.

"Posted Commercial Rules." Commercial Rules posted by the Commercial Association on the Commercial Property, including in Commercial Common Areas, or on the Commercial Association's community website, if available, which Posted Commercial Rules may include, without limitation, Commercial Rules applicable to the use of a particular portion of the Commercial Common Areas or Commercial Property, or temporary, seasonal, or emergency Commercial Rules intended for enforcement by the Commercial Association for any purposes, including, without limitation, for the health and well-being of Persons on the Commercial Property during a pandemic or during maintenance, repair, and/or construction activities.

"Prohibited Use." Any use set forth in Exhibit C to the Commercial Declaration or any other use which is prohibited per the Commercial Declaration, Commercial Governing Documents or Legal Requirements.

"Residential License." A license granted by the Commercial Declarant or Commercial Association to the Residential Association for the benefit of Residential Owners in the Residential Property or directly to Residential Owners for the use of certain portions of the Commercial Property, as the case may be, for limited purposes described in each such license pursuant to Section 7.5 of the Commercial Declaration.

"Shared Parking Agreement(s)." Any agreements entered into by and between Commercial Declarant or the Commercial Association with the City or any other Governmental Authority, as may be applicable, which govern parking requirements for the Commercial Owners, Commercial Owner Tracts, or Commercial Property, as may be amended, and a summary of which is shown in Exhibit E, the Commercial Parking Chart, to the Commercial Declaration.

"Temporary Licenses." Collectively, the Residential License, Limited Commercial Common Area License, temporary licenses for the Common Reserves, and any other temporary licenses described or contemplated by this Commercial Declaration which may be granted by Commercial Declarant or Commercial Association.

Section 1.2 Compliance.

a) Compliance. Each Commercial Owner; each Commercial Occupant; and all guests, visitors, patrons, invitees, and other Persons using or occupying all or any portion of a Commercial Owner Tract or any

other portion of property within the Commercial Property shall comply with the provisions of these Commercial Rules and other Commercial Governing Documents and all applicable Legal Requirements, any of which may be revised from time to time. Each Commercial Owner shall be liable for damages to any Person or property for violations of these Commercial Rules, whether the Commercial Owner commits the violation or its guests, Commercial Occupants, or visitors commit the violation. The Commercial Rules contained within any specific section of these Commercial Rules shall not be interpreted to apply to the exclusion of other Commercial Rules contained in these Commercial Rules that would logically apply to the same subject matter.

b) Waivers and Variances. Circumstances may warrant waiver or variance of any provision of these Commercial Rules. To obtain a waiver or variance to these Commercial Rules, a Commercial Owner must make written application to the Commercial Association. The Commercial Association will consider such request and respond to the Commercial Owner in accordance with these Commercial Rules. To obtain a variance to the Architectural Guidelines, a Commercial Owner must make a written application to the Architectural Control Committee as further explained in Article XII of the Commercial Declaration and Exhibit A hereof. If a variance application is approved, the waiver or variance must be in writing from the Commercial Association and/or Architectural Control Committee, whichever is applicable, and may be conditioned or otherwise limited. The variance or waiver of any provision of these Commercial Rules or any of the Architectural Guidelines by the Commercial Association or the Architectural Control Committee, as applicable, for the benefit of any particular Commercial Owner shall not be construed as a waiver of any provision of these Commercial Rules or Architectural Guidelines in favor of any other Commercial Owner, nor shall any such waiver or variance prevent the Commercial Association or Architectural Control Committee, as applicable, from thereafter enforcing any provision of these Commercial Rules against any or all of the Commercial Owners.

c) Right to Enforce. The Commercial Association and the Architectural Control Committee have the right, but not the obligation, to enforce the Commercial Rules and/or Architectural Guidelines against any Person who owns or uses any portion of the Commercial Property, Commercial Owner Tracts, or Commercial Common Areas or any other portion of real property governed or under the control of the Commercial Association.

Section 1.3 Obligations of Commercial Owners.

a) Insurance. Each Commercial Owner is responsible for insuring its, his, or her Commercial Owner Tract and Improvements thereon and any other personal property of such Commercial Owner per Article IX of the Commercial Declaration and per the Maintenance Responsibility Chart for Commercial Property attached to the Commercial Declaration.

b) Damage. Subject to the insurance provisions set forth in Article IX of the Commercial Declaration, a Commercial Owner is responsible for any loss or damage the Commercial Owner causes to a Commercial Owner Tract, Improvements thereon, and the personal property of other Commercial Owners and Persons.

c) Property Insurance. Commercial Owners and Commercial Occupants assume all risk for and possess sole responsibility for placing insurance on such Commercial Owners' and Commercial Occupants' real and personal property. Commercial Owners are required to carry insurance in accordance with the insurance provisions set forth in Article IX of the Commercial Declaration.

d) Reimbursement for Enforcement. Each Commercial Owner shall reimburse the Commercial Association for any expense incurred by the Commercial Association to enforce these Commercial Rules or

any other Commercial Governing Documents against such Commercial Owner or such Commercial Owner's Commercial Occupants as provided in Section 15.17 of the Commercial Declaration.

e) [Intentionally Deleted.]

f) Landscape and Exterior Maintenance.

- i. *Landscaping.* Landscaping shall be installed on Commercial Owner Tracts in accordance with the Architectural Guidelines attached to these Commercial Rules as Exhibit A and maintained according to the Maintenance Responsibility Chart for Commercial Property attached to the Commercial Declaration.
- ii. *Maintaining Site Distance at Intersections.* All landscaped portions of Commercial Owner Tracts located adjacent to or near intersections of Property Roads and Private Roads must be maintained in a manner to always permit sight across the road corners. No fence, wall, hedge, or shrub planting shall be installed or permitted to remain where such items create a traffic or sight problem.
- iii. *Exterior Maintenance.* All Commercial Buildings and other Improvements upon any Commercial Owner Tract will be maintained according to the Maintenance Responsibility Chart for Commercial Property attached to the Commercial Declaration. Except as set forth in the Maintenance Responsibility Chart for Commercial Property, the Architectural Guidelines, these Commercial Rules, or any other Commercial Governing Document to the contrary, Commercial Owners are required to repair and repaint exterior portions of Improvements on their Commercial Owner Tracts.

g) [Intentionally Deleted.]

h) Failure to Maintain. Failure by a Commercial Owner to comply, or cause compliance, with or maintain or repair Commercial Owner Tracts and Improvements thereon per these Commercial Rules, the Commercial Declaration, and any other Commercial Governing Documents shall be considered a violation, and such Commercial Owner shall be subject to fines as set forth in the Fine Policy attached to these Commercial Rules in Article II, Section 2.2. Per Section 8.2 of the Commercial Declaration, after a Commercial Owner's failure to comply with their maintenance and repair obligations, the Commercial Declarant and the Commercial Association will have the right, but not the obligation, to enter upon the respective Commercial Owner Tract and perform such obligations, the cost and expense of which the defaulting Commercial Owner shall be obligated to pay the Commercial Association or Commercial Declarant, as applicable.

i) Hazardous Activities and Products; Fire Hazards. Chemical-based herbicides and pesticides are hazardous and are prohibited on all portions of the Property. No activities shall be conducted on a Commercial Owner Tract or in or on Improvements on any Commercial Owner Tract, Commercial Common Areas, or other portions of the Commercial Property that are, or might be, unsafe or hazardous to any Person or real or personal property. No firearm shall be unlawfully discharged on any portions of the Commercial Property. No fireworks shall be discharged upon any Commercial Owner Tract; however, the Commercial Association or the Foundation, in accordance with Legal Requirements, may conduct firework shows or events periodically. For purposes of these Commercial Rules, "fireworks" means devices containing combustible chemicals that, when ignited, cause explosions that produce striking displays of light and loud noises and are typically used in connection with celebrations of certain holidays such as Independence Day (July 4). Open

fires are not permitted on any Commercial Owner Tract, Commercial Common Areas, or other portions of the Commercial Property, including the burning of leaves or trash. Outdoor or indoor fires are permitted only in professionally designed and properly configured or installed outdoor or indoor fireplaces used only for their intended purposes and uses.

j) Drainage Facilities. There shall be no interference with or obstruction to the Drainage Facilities on or serving any portion of the Commercial Property. No approval granted by the ACC for any Improvement or other modification to a Commercial Owner Tract of any nature or kind whatsoever shall relieve any Commercial Owner of this perpetual obligation. Commercial Owners shall maintain swales or culverts that are part of the Drainage Facilities located on or adjacent to their Commercial Owner Tracts, as applicable. If a Commercial Owner fails to properly maintain or obstructs or in any way interferes with or damages Drainage Facilities, the Commercial Declarant, during the Commercial Declarant Control Period, or the Commercial Association may undertake such actions or maintenance as the Commercial Declarant or the Commercial Association deems necessary, the costs of which actions and maintenance will be charged to the applicable Commercial Owner.

Section 1.4 Community Etiquette in Commercial Property.

a) Courtesy. Each Commercial Owner will, and will cause all of such Commercial Owner's Commercial Occupants, visitors, and guests to, use their Commercial Owner Tract, Improvements thereon, personal property, Commercial Common Areas, and any other portion of the Commercial Property available for use in a manner calculated to respect the rights and privileges of other Commercial Owners, Commercial Occupants, visitors, and guests of the Commercial Property. Each Commercial Owner and Commercial Occupant will refrain from conduct that may reasonably be expected to materially endanger the health or safety of others or annoy, harass, inconvenience, embarrass, or offend the average person or other users of the Commercial Common Areas, including employees of the Commercial Manager and Commercial Association, or to reduce the desirability of the Commercial Property.

b) Visitors; Guests. Each Commercial Owner will endeavor to inform their guests and visitors of the Commercial Rules and cause such visitors and guests to use such Commercial Owner's Commercial Owner Tract, the Commercial Common Areas, and any other portion of the Commercial Property available for use by such guests and visitors in accordance herewith. As set forth in Article I, Section 1.2(a) of these Commercial Rules, the Commercial Owner shall be responsible for any violation of these Commercial Rules, other Commercial Governing Documents, and damage caused by guests and visitors to any portion of the Commercial Property.

c) Code of Conduct. All Commercial Owners will conduct themselves in a civil manner when dealing with the Commercial Declarant; the Commercial Association; the Commercial Board; the Commercial Manager; other Commercial Owners; Commercial Occupants; the ACC; and each of their respective employees, members, managers, agents, and representatives. In return, Commercial Owners are due the same courtesy and civility.

d) Employees. An Owner or Occupant may not instruct, direct, supervise, or interfere with the performance of duties by employees or agents of the Commercial Manager or Commercial Association, or of other Commercial Owners.

e) No Hiring of Employees. The employees and agents of the Commercial Association and Commercial Manager are not permitted or authorized to render personal services to Commercial Owners and Commercial Occupants.

f) Nuisance. No Commercial Owner, Commercial Occupant, or any other Person on the Commercial Property shall cause a nuisance within the Commercial Property, including acts or conditions that (i) unreasonably interfere with other Commercial Owners' or Commercial Occupants' use and enjoyment of Commercial Owner Tracts, Commercial Common Areas, or any portion of the Commercial Property; or (ii) impair the condition, value, or desirability of Commercial Owner Tracts or any other portion of the Commercial Property. Nuisances may include, but are not limited to, obtrusive exterior lighting; prolonged loud, disturbing, or objectionable noises or noxious odors; and rubbish and debris that create unsanitary, unsightly, offensive, or detrimental conditions for any Commercial Owner or portion of the Commercial Property.

Section 1.5 Commercial Leases.

a) Required Terms and Conditions for Commercial Leases.

- i. *Permitted Uses on Commercial Property.* Article III of the Commercial Declaration sets forth several requirements concerning Commercial Leases. No Commercial Owner Tract, Commercial Building, or any other Improvement on a Commercial Owner Tract shall be leased, used, or occupied at any time for or in connection with one or more Prohibited Use(s) included in Exhibit C to the Commercial Declaration, which exhibit is incorporated herein by this reference, or which violate(s) Legal Requirements. Each Commercial Owner, Commercial Occupant, Commercial Lease, and Commercial Owner Tract and Improvements thereon, and any licensee subject to a Temporary License, shall be subject to limitations on use, occupancy, architectural standards, and such other matters as are set forth in the Commercial Governing Documents or arise under applicable Legal Requirements. The uses allowed on the Commercial Owner Tracts may be further restricted, limited, or conditioned by Commercial Leases applicable to such Commercial Owner Tracts; provided, however, that no Commercial Lease shall include terms which conflict with or violate any portion of the Commercial Declaration, other Commercial Governing Documents, or Legal Requirements, and in the event such conflicting or violative terms arise in a Commercial Lease, such terms shall be automatically void and of no force or effect.
- ii. *Continuous Business Operations.* In Article III of the Commercial Declaration, Commercial Declarant reserves for itself and the Commercial Association certain rights to establish, levy, and collect Business Operations Charges from each Commercial Owner for failure by such Commercial Owner or its Commercial Occupant to commence or continuously conduct business operations on and from its Commercial Owner Tract according to the Commercial Rules.

b) Subject to Commercial Documents. The mere execution of a Commercial Lease subjects Commercial Occupants and related Persons to all pertinent provisions of the Commercial Governing Documents to the same extent as if such Commercial Occupants and Persons were Commercial Owners; provided that, and notwithstanding the foregoing or any provision of the Commercial Lease, a Commercial Owner shall not be relieved of any obligation under the Commercial Governing Documents and shall remain primarily liable under and pursuant to the Commercial Governing Documents. The Commercial Owner is responsible for providing the Commercial Owner's Commercial Occupant with the Commercial Governing Documents and notifying such Commercial Occupant of any changes. The Commercial Association shall have no duty to notify Commercial Occupants concerning any Legal Requirements. The Commercial Association may, but is not obligated to, send notices of violations by a Commercial Occupant to both the Commercial Occupant and the Commercial Owner. Whether or not it is so stated in the Commercial Lease, a Commercial Occupant's violation of the Commercial Governing Documents is deemed to be a material default of the

Commercial Lease for which the Commercial Owner has all available remedies at law or equity.

c) Commercial Occupant Communications. Commercial Owners shall instruct their Commercial Occupants to channel all communications concerning leased Improvements on Commercial Owner Tracts to the respective Commercial Owner.

d) Commercial Signage. Commercial Owners may exercise the Signage Rights granted to them in Section 3.3 of the Commercial Declaration, which rights are subject to Signage requirements and restrictions established in the Commercial Declaration, these Commercial Rules, the Architectural Guidelines, or any other applicable Commercial Governing Document. All Signage is subject to and must comply with applicable Legal Requirements.

Section 1.6 General Use of Commercial Owner Tracts.

a) Commercial Owner Tracts. Section 3.1 of the Commercial Declaration establishes permitted uses of Commercial Owner Tracts. No Commercial Owner Tract, Commercial Building, or any other Improvement on a Commercial Owner Tract shall be leased, used or occupied at any time for or in connection with one or more Prohibited Use(s) included in Exhibit C to the Commercial Declaration.

b) Temporary and Accessory Structures. No temporary dwelling, storage shed, shop, trailer, mobile home, outbuilding, or similar temporary, accessory, or auxiliary structure is permitted on a Commercial Owner Tract without the prior written approval of the ACC.

c) Trash Disposal. Commercial Owners, Commercial Occupants, and all Persons will endeavor to keep the Commercial Owner Tracts, Commercial Common Areas, and all portions of the Commercial Property clean; will dispose of all refuse and trash in the required receptacles; and will not store trash in a manner that unreasonably permits the spread of fire, odors, or seepage or encourages vermin. Commercial Owners and Commercial Occupants must comply with the rules and requirements for trash containment, placement, and disposal established by the applicable Governmental Authority.

d) Infestation. No Commercial Owner shall permit, promote, or suffer a condition on a Commercial Owner Tract or in any Improvement that encourages infestation by pests, insects, rodents, or other vermin. Commercial Owners shall perform or cause the performance of measures necessary to eradicate the infestation, including extermination of pests, insects, rodents, or other vermin.

e) Maximum Occupancy. The maximum number of people permitted in a Commercial Building at any time shall comply with applicable Legal Requirements.

Section 1.7 General Use of Commercial Common Areas.

a) Use of Commercial Common Areas. Use of Commercial Common Areas is subject to Article III of the Commercial Declaration. According to Section 3.2 of the Commercial Declaration, no Commercial Owner or Commercial Occupant shall obstruct or interfere with the use of the Commercial Common Areas by other Commercial Owners, Commercial Declarant, the Commercial Association, or other permitted Persons, including licensees under Temporary Licenses. No Commercial Owner or Commercial Occupant may keep or store anything on any part of the Commercial Common Areas without the prior written approval of the Commercial Association. No Commercial Owner, Commercial Occupant, or licensee under a Temporary License is permitted to alter, construct in or on, or remove anything from the Commercial Common Areas without the prior written approval of the Commercial Association.

b) Commercial Common Areas Landscaping. No Commercial Owner shall harm, mutilate, alter, litter, uproot, or remove any of the landscaping maintained by the Commercial Association according to the Maintenance Responsibility Chart attached to the Commercial Declaration.

Section 1.8 Health and Well-Being; Safety Disclaimer.

For the health, well-being, and enjoyment of all Commercial Owners, the following safety disclaimer, limitations, and restrictions will be observed:

SAFETY DISCLAIMER. CERTAIN PERSONS MAY, BUT ARE NOT OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE COMMERCIAL PROPERTY DESIGNED TO MAKE THE COMMERCIAL PROPERTY LESS ATTRACTIVE TO INTRUDERS. THE COMMERCIAL DECLARANT, THE COMMERCIAL BOARD, THE COMMERCIAL ASSOCIATION, ALL COMMERCIAL OWNERS, AND THE COMMERCIAL MANAGER AND EACH OF THEIR RESPECTIVE MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND DESIGNEES WILL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SAFETY OR SECURITY FOR ANY PERSON OR PROPERTY WITHIN THE COMMERCIAL PROPERTY, AND MAY NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE TO ANY PERSON OR PROPERTY BECAUSE OF FAILURE TO PROVIDE ADEQUATE SECURITY OR SAFETY OR INEFFECTIVENESS OF SECURITY OR SAFETY MEASURES UNDERTAKEN OR NOT UNDERTAKEN IN OR ON ALL OR ANY PORTION OF THE COMMERCIAL PROPERTY. ACCORDING TO SECTION 15.10 OF THE COMMERCIAL DECLARATION, NO REPRESENTATION OR WARRANTIES HAVE BEEN OR WILL BE MADE AS TO THE NATURE, CONDITION, APPEARANCE, USE, OR ANY OTHER MATTERS PERTAINING TO ANY REAL PROPERTY ADJACENT TO OR IMPROVEMENTS THEREON WHICH ARE ADJACENT TO ANY COMMERCIAL OWNER TRACT OR OTHER PORTION OF COMMERCIAL PROPERTY, INCLUDING ANY JAIL, PRISON, DETENTION CENTER, OR CORRECTIONAL FACILITIES LOCATED ADJACENT TO OR IN THE VICINITY OF THE COMMERCIAL PROPERTY. EACH COMMERCIAL OWNER, COMMERCIAL OCCUPANT, PERSON, GUEST, AND VISITOR ON THE COMMERCIAL PROPERTY AT ANY TIME ASSUMES ALL RISK FOR LOSS OR DAMAGE TO SUCH COMMERCIAL OWNER, COMMERCIAL OCCUPANT, PERSON, GUEST, AND VISITOR AND THEIR PERSON AND PERSONAL PROPERTY; TO SUCH COMMERCIAL OWNER'S COMMERCIAL OWNER TRACT; TO THE CONTENTS OF SUCH OWNER'S COMMERCIAL OWNER TRACT AND IMPROVEMENTS; AND TO ANY OTHER PROPERTY ON THE COMMERCIAL PROPERTY. THE COMMERCIAL DECLARANT, THE COMMERCIAL BOARD, THE COMMERCIAL ASSOCIATION, ALL COMMERCIAL OWNERS, AND THE COMMERCIAL MANAGER AND EACH OF THEIR RESPECTIVE MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND DESIGNEES EXPRESSLY DISCLAIM AND DISAVOW ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY SECURITY SYSTEMS, SECURITY, OR SAFETY EQUIPMENT OR MEASURES RECOMMENDED, INSTALLED, OR UNDERTAKEN ON OR WITHIN ALL OR ANY PORTION OF THE COMMERCIAL PROPERTY.

Section 1.9 Construction and Architectural Control of Improvements.

a) Architectural Guidelines. The Architectural Guidelines and restrictions included in Exhibit A to these Commercial Rules, which supplement Article XII of the Commercial Declaration, include only the initial Commercial Rules, guidelines, criteria, standards, and procedures established by the Commercial Declarant. During the Development Period, the Commercial Declarant may amend or supplement Exhibit A to these Commercial Rules and adopt new Architectural Guidelines in place thereof. After the expiration or earlier termination of the Development Period, the Commercial Association or Architectural Control Committee, according to Article XII of the Commercial Declaration and the Commercial Governing Documents, may amend or supplement Exhibit A to these Commercial Rules and any other Architectural Guidelines established at such time. Any new guidelines or changes to existing Architectural Guidelines shall not be inconsistent with the provisions of the applicable Legal Requirements, the Commercial Declaration, other provisions in these Commercial Rules, or other Commercial Governing Documents. In the event conflicts or any inconsistencies exist between the Architectural Guidelines in Exhibit A and provisions of other Commercial Governing Documents, the documents shall control in the order that is set forth for the Commercial Governing Documents in Section 2.4 of the Commercial Declaration.

b) Prohibited Changes to Improvements. Except as set forth below or as otherwise outlined in the Commercial Declaration, without the prior written approval of the ACC or Commercial Association, as applicable, no Commercial Owner may construct, add, alter, improve, change, or make any structural alterations or other modifications to a Commercial Building or any other Improvement on a Commercial Owner Tract. Changes that may be regulated by the ACC are outlined in the Commercial Declaration, the Architectural Guidelines, and these Commercial Rules.

c) Changes Exempt from ACC Approval. Except where the Commercial Association is obligated to perform such maintenance according to the Maintenance Responsibility Chart attached to the Commercial Declaration, approval to paint or stain, as applicable, the exterior of a Commercial Building or other Improvement on a Commercial Owner Tract with the original paint or stain colors used for such Improvements does not require prior approval of the Architectural Control Committee so long as such paint and stain colors remain the approved colors. Notwithstanding the foregoing, every Commercial Owner is required to verify the then-current paint or stain colors to ensure compliance with this Article I, Section 1.9 and the Architectural Guidelines before painting or staining any such exterior portions of Improvements on a Commercial Owner Tract.

d) Applications for ACC Approval. As part of the application to the Architectural Control Committee for written consent for any alteration or modification to Improvements described hereunder or in Article XII of the Commercial Declaration, a Commercial Owner must submit to the ACC the complete plans and specifications and such other information and documentation, as well as a deposit, if applicable, as may be required or requested pursuant to the processes and procedures in Article XII of the Commercial Declaration. The Commercial Association may establish and levy fee(s) to applicable Commercial Owners in connection with administrating and processing ACC applications.

Section 1.10 Vehicle Restrictions for Parking on Commercial Owner Tracts.

a) Permitted Vehicles. Up to two vehicles may be parked on a Commercial Owner Tract in the standard-size parking spaces located on such tract, and such vehicles must fit entirely within parking spaces. No vehicles may be stored on any Commercial Owner Tract. All vehicles must be fully operable. Any parking which may be available outside of the Commercial Owner Tracts on other portions of the Commercial Property

shall be subject to applicable Legal Requirements, Posted Rules, and any applicable provisions for such parking contained in these Commercial Rules.

b) Vehicle Nuisances. Permitted vehicles must comply with all applicable Legal Requirements and be maintained and operated to minimize noise, odor, and oil emissions.

c) Fire Lanes/Obstructions. No vehicle may be parked in a manner that violates Legal Requirements or otherwise impedes or prevents ready access to any Commercial Owner Tract, Commercial Common Areas, mailboxes by mail carriers, fire hydrants by firefighters, Systems by authorized utility service providers, or any other portion of Commercial Property. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard. No vehicle may be parked, even temporarily, in any area designated as "No Parking" or in fire lanes.

d) Vehicle Towing. Vehicles which violate these Commercial Rules, Commercial Governing Documents, or Legal Requirements may be stickered, wheel-locked, towed, or otherwise removed at the vehicle owner's expense. The Commercial Board, the Commercial Association, all Commercial Owners, the Commercial Manager, and the Commercial Declarant and each of their respective members, managers, directors, officers, employees, successors, assigns, and Designees expressly disclaim any and all liability for damage to vehicles resulting from such vehicles' removal from the Commercial Property pursuant to this Article I, Section 1.10(d).

Section 1.11 [Intentionally Deleted.]

Section 1.12 [Intentionally Deleted.]

Section 1.13 Miscellaneous.

(a) Commercial Owner Information Registration. Within ten (10) days of taking ownership of a Commercial Owner Tract, each Commercial Owner shall register with the Commercial Association and Commercial Manager, in the manner prescribed or required by the Commercial Association, the following information, which shall collectively be referred to as the "Commercial Owner Information" for purposes of this Article I, Section 1.13:

- (i) the physical address of such Commercial Owner's Commercial Owner Tract and any mailing address other than the Commercial Owner Tract address to which Commercial Owner desires to direct their mail from the Commercial Association;
- (ii) a current telephone number at which Commercial Owner can be reached;
- (iii) a current email address for such Commercial Owner; and
- (iv) any other information the Commercial Association may reasonably request or require.

Changes to all or any portion of the Commercial Owner Information must be registered with the Commercial Association in the same manner as the initial registration of such information within ten (10) days following the occurrence of the information change. Correspondence to the Commercial Association or its Commercial Manager from an email address is not sufficient to register such an email address or to change an email already registered with the Commercial Association. The Commercial Association has no duty or obligation to keep all or any portion of Commercial Owner Information current, and such duty and obligation belong exclusively to the Commercial Owners. All notices required to be sent to Commercial Owners

according to the Commercial Governing Documents will be sent to the most recent mailing or email address of the Commercial Owner shown in the Commercial Association records. If a Commercial Owner fails to provide updated mailing or forwarding addresses, the address of such Commercial Owner's Commercial Owner Tract shall be deemed effective for all purposes of delivery.

(b) Commercial Occupant Information. If a Commercial Owner leases all or any portion of a Commercial Owner Tract, such Commercial Owner shall be obligated to provide to the Commercial Association, before the commencement date of the Commercial Lease, the full name, mailing address, phone number, and email address of each Commercial Lessee, and the commencement date and term of the Commercial Lease.

(c) No Waiver; Severability. The failure of the Commercial Association to enforce a provision of these Commercial Rules, Policies, or Architectural Guidelines does not constitute a waiver of the right of the Commercial Association to enforce any such provision in the future or to treat Commercial Owners differently in enforcing same. If any term or provision of these Commercial Rules is held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding will not affect any other term or provision of these Commercial Rules.

(d) Amendment of Commercial Rules, Policies, and Architectural Guidelines. These Commercial Rules and the Policies herein contained may be revised, replaced, amended, or supplemented by the Commercial Declarant during the Development Period according to the Act. These Commercial Rules may be amended from time to time by a majority of the Commercial Board during or after the expiration of the Commercial Declarant Control Period in accordance with the Act, and amendments shall be effective upon the recordation of same in the Real Property Records. The Architectural Guidelines may be amended according to the Commercial Declaration and these Commercial Rules, and such amendments shall be effective upon the recordation of same in the Real Property Records.

(e) Complaints. Any complaints about violations of these Commercial Rules shall be made in writing to the Commercial Association or the Commercial Manager, whichever is applicable, and shall identify the type of infraction and the date of the infraction and must be signed by the witness to the infraction. Any additional evidence, such as photographs, can be submitted with any complaint.

(f) Other Rights. These Commercial Rules are in addition to all rights of the Commercial Association under the other Commercial Governing Documents and the laws of the State of Texas.

(g) Release. All Commercial Owners release liability and hold harmless the Commercial Board, the Commercial Association, all other Commercial Owners, the Commercial Manager, and the Commercial Declarant and each of their respective members, managers, officers, employees, agents, representatives, successors, assigns, and Designees (collectively, "Released Parties") from any and all liability, claims, lawsuits, losses, damages, and actions arising out of or in connection with Commercial Leases, use of such Commercial Owner's Commercial Owner Tract, use of any of the Commercial Common Areas, MUD Recreational Facilities, or any other portion of the Commercial Property, and the mere occupancy of a Commercial Owner Tract by itself or use of the Commercial Common Areas, MUD Recreational Facilities, or any other portion of the Commercial Property at any time shall constitute a full and complete release and indemnification of the Released Parties arising out of (whether directly or indirectly) or in connection with Commercial Leases; use of such Commercial Owner's Commercial Owner Tract; use of any of the Commercial Common Areas, MUD Recreational Facilities, or any other portion of the Commercial Property; Improvements thereon; and activities conducted thereon. **THE RELEASED PARTIES EXPRESSLY DISCLAIM AND DISAVOW ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESSED OR**

IMPLIED, INCLUDING ANY WARRANTY OF FITNESS OR SAFETY FOR ANY PARTICULAR PURPOSE, RELATIVE TO COMMERCIAL LEASES; USE OF COMMERCIAL OWNER TRACTS OR ANY OF THE COMMERCIAL COMMON AREAS, MUD RECREATIONAL FACILITIES, OR ANY OTHER PORTION OF THE COMMERCIAL PROPERTY ASSOCIATED WITH COMMERCIAL LEASES; OR ACTIVITIES CONDUCTED THEREON AND THEREIN.

(h) Risk. Each Commercial Owner, each Commercial Occupant, and any other Person that uses the Commercial Common Areas, MUD Recreational Facilities, any other portion of the Commercial Property, or any Improvements thereon shall be at each such Commercial Owner's, Commercial Occupant's, and Person's own risk. Commercial Common Areas and MUD Recreational Facilities are unattended and unsupervised. **EACH COMMERCIAL OWNER, EACH COMMERCIAL OCCUPANT, AND ANY OTHER PERSON USING COMMERCIAL COMMON AREAS, MUD RECREATIONAL FACILITIES, OR ANY OTHER PORTION OF THE COMMERCIAL PROPERTY AND IMPROVEMENTS THEREON IS SOLELY RESPONSIBLE FOR SUCH COMMERCIAL OWNER'S, COMMERCIAL OCCUPANT'S, OR PERSON'S SAFETY. THE COMMERCIAL BOARD, THE COMMERCIAL ASSOCIATION, ALL OTHER COMMERCIAL OWNERS, THE COMMERCIAL MANAGER, AND THE COMMERCIAL DECLARANT AND EACH OF THEIR RESPECTIVE MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND DESIGNEES DISCLAIM ANY AND ALL LIABILITY OF ANY KIND OR NATURE WHATSOEVER, AND RESPONSIBILITY FOR PROPERTY DAMAGE, INJURY TO PERSONS OR PROPERTY, AND DEATH OCCURRING FROM OR ARISING OUT OF USE OF ANY COMMERCIAL OWNER TRACT, THE COMMERCIAL COMMON AREAS, MUD RECREATIONAL FACILITIES, OR ANY OTHER PORTION OF THE COMMERCIAL PROPERTY AND IMPROVEMENTS THEREON.**

ARTICLE II

Rules Governing Delinquent Assessments and Collection; Fining

Section 2.1 Delinquent Assessment Collection Policies and Procedures. This Article II, Section 2.1 of the Commercial Rules shall be referred to as the "Delinquent Assessment Policy" of the Commercial Association and includes the alternative payment plan and other required procedures further described in the Act. If any Legal Requirement applicable to the collection of Commercial Assessments by the Commercial Association is hereafter amended or changed, this Delinquent Assessment Policy shall be interpreted in a manner that conforms to the provisions of such Legal Requirements.

(a) Insufficient Fund Charge; Late Fees. The Commercial Association may levy a charge in an amount of no less than thirty-five dollars (\$35.00), or such greater amount as may be established and duly adopted by the Commercial Board from time to time, against a Commercial Owner if a check or other form of payment made to the Commercial Association for any Commercial Assessment or other charge due and owing to the Commercial Association is returned as a result of "insufficient funds" or the equivalent. Any Commercial Assessment not paid on the Due Date, hereinafter defined, shall bear interest at the Past Due Rate as further described in Article VI of the Commercial Declaration. The Commercial Association shall also have the right to levy a late fee for unpaid Commercial Assessments in an amount equal to or greater than twenty-five dollars (\$25.00) per month, and which late fee may be levied after the Delinquent Date, hereinafter defined, and each consecutive month thereafter until the Delinquent Amounts, hereinafter defined, are paid in full.

(b) Delinquent Assessments. Regular Assessments and Neighborhood Assessments are due on those dates established in accordance with Article VI of the Commercial Declaration, and Special Assessments and Individual Assessments are due and payable on the date specified by the Commercial Association in the

notice imposing such Commercial Assessment (collectively, "Due Date"). Commercial Assessments are considered delinquent if payment, in full, is not received by the Commercial Association on the Due Date ("Delinquent Date").

(c) Notice of Delinquent Amounts. The Commercial Association will notify a Commercial Owner within thirty (30) days of the Delinquent Date that such Commercial Owner's account is delinquent, which notice will, at a minimum:

- i. State each delinquent Commercial Assessment amount owed by the Commercial Owner and the total amount owed to the Commercial Association, including any late fees and interest that may be levied according to Article VI of the Commercial Declaration and this Delinquent Assessment Policy, in order to make the Commercial Owner's account current ("Delinquent Amounts");
- ii. Include a description of the actions Commercial Owner may take to avoid his or her account being turned over to an attorney or agency for collection, hereinafter defined;
- iii. Provide thirty (30) days for the Commercial Owner to pay the Delinquent Amounts and bring the Commercial Owner's account current before further collection actions are taken by the Commercial Association; and
- iv. State that, until the Delinquent Amounts are paid, any Commercial Assessments that become due and owing after the notice is delivered to the delinquent Commercial Owner that are not paid by the Commercial Owner on the Due Date shall be included in the Delinquent Amount.

The written notice expressly required by this Article II, Section 2.1(c) shall be the only notice required by the Delinquent Assessment Policy to be delivered by the Commercial Association to the Commercial Owner in connection with the Delinquent Amounts.

(d) Foreclosure of Commercial Assessment Lien. The Commercial Assessment liens created for Commercial Owner Tracts in Article VI of the Commercial Declaration may be foreclosed on or enforced according to the Commercial Declaration and by any means available at law or in equity.

(e) Notification of Credit Bureau. The Commercial Association may file a report on an Owner who has defaulted in his or her Commercial Assessment obligations and is delinquent in the payment of Commercial Assessments with one or more credit reporting services, subject to any restrictions set forth in the Act.

(f) Form of Payment. The Commercial Association may require that payment of Delinquent Amounts be made only in the form of a cashier's check or certified funds.

(g) Partial and Conditioned Payment. Except as otherwise set forth in the Payment Plan, the Commercial Association (with respect to Commercial Assessments) may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payor attaches conditions or directions contrary to the Board of Directors' policy for applying payments. The Commercial Association's endorsement and deposit of such payment do not constitute acceptance. Instead, acceptance by the Commercial Association occurs when the Commercial Association posts such payment to the Owner's account. If the Commercial Association does not accept such payment at that time, it will promptly refund such payment to the payor. A payment that is not refunded to the payor within thirty (30) days after being deposited by the Commercial

Association may be deemed accepted. Except as otherwise set forth in the Payment Plan, if applicable, the acceptance by the Commercial Association of partial payment of Delinquent Amounts does not waive the Commercial Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding Delinquent Amounts or the Commercial Association's right to apply payments per the Act.

(h) Payment Notification of Credit Reporting Agency. If the Commercial Association (with respect to a Commercial Assessment) receives full payment of Delinquent Amounts after reporting the defaulting Commercial Owner to a credit reporting service, the Commercial Association will report receipt of full payment to that credit reporting service.

(i) Waiver. Properly levied collection costs, late fees, and interest may not be waived by the Commercial Board (with respect to Delinquent Amounts or other Commercial Assessments) unless, by a majority vote of the Directors, the Commercial Board determines that extraordinary circumstances warrant an adjustment to a Commercial Owner's account, in which case the adjustment must be described in detail in the minutes of the Commercial Board meeting or in a written consent executed by the requisite number of Directors pursuant to the Commercial Bylaws evidencing such decision of the Commercial Board. Because of the potential for inadvertently effecting a waiver of the provisions of this Delinquent Assessment Policy, the Commercial Board will exercise extreme caution in granting adjustments to any Commercial Owner's account.

(j) Effective Date of Delinquent Assessment Policy. The Delinquent Assessment Policy contained in this Article II, Section 2.1 will become effective upon recordation of these Commercial Rules.

(k) Amendment of Delinquent Assessment Policy. These terms and conditions of the Delinquent Assessment Policy in this Article II, Section 2.1 will remain in effect until the Commercial Board amends such policy in the same manner as required or permitted for an amendment to the Commercial Rules and records such amendment in the Real Property Records of the County.

Section 2.2 Fining Rules and Procedures. This Article II, Section 2.2 of the Commercial Rules shall be referred to as the "Fine Policy" of the Commercial Association and includes the policies and procedures for violations of the Commercial Governing Documents and the levy of fines in connection with same. If any other Legal Requirement applicable to violations and fining by the Commercial Association is hereafter amended or changed, this Fine Policy shall be interpreted in a manner that conforms to the provisions of such Legal Requirements.

(a) Policy. The Commercial Association uses fines to discourage violations of the Commercial Governing Documents and to encourage present and future compliance when a violation does occur. Fines are not intended to punish violators or generate revenue for the Commercial Association.

(b) Commercial Owners Liable. A Commercial Owner is liable for fines levied by the Commercial Association for violations of the Commercial Governing Documents, which include property damage caused to any portion of the Commercial Common Areas, or Improvements thereon, subject to Article XV of the Commercial Declaration, whether the Commercial Owner commits the violation or Commercial Occupants, guests, or other visitors of such Commercial Owner commit the violation.

(c) Violation Notice. Before levying a fine, the Commercial Association will deliver to the Commercial Owner a written violation notice that will contain (i) the date the violation notice is prepared; (ii) a description of the violation(s); (iii) a reference to the rule(s) or provision(s) of the Commercial Governing Documents violated; (iv) a description of the action required to cure the violation(s); and (v) the amount of the fine applicable to the violation(s) if not cured in the requisite time period.

(d) Repeat Violation. In the case of a repeat violation, the violation notice will state that, because the Commercial Owner was given a violation notice and a reasonable opportunity to cure the same or substantially similar violation within the preceding six (6) months, the fine attaches from the date of the violation notice.

(e) Right to Hearing. A Commercial Owner may request in writing a hearing by the Commercial Board regarding an alleged breach of the Commercial Governing Documents, but the Commercial Board is under no obligation to permit such hearing. If the Commercial Board does permit a hearing, the Board of Directors shall have ten (10) days after receiving the Commercial Owner's request for a hearing to give the Commercial Owner notice of the time, place, and date of the hearing. The hearing will be held in a closed or executive session of the Commercial Board, and the Commercial Owner or the Commercial Board may make an audio recording of the meeting. The Commercial Board will consider the information and facts and circumstances surrounding the violation.

(f) Fine Amounts. The Commercial Association may set fine amounts on a case-by-case basis in its absolute and sole discretion. The Commercial Association may establish schedules of fines for certain types of violations. Amounts charged to a Commercial Owner for property damage shall be subject to Article XV of the Commercial Declaration.

(g) Type of Levy. If the violation is ongoing or continuous, the fine may be levied periodically, but no more than once per month, after the violation notice was delivered for the first violation and the cure period therein expired. If the violation is not ongoing but is instead sporadic or periodic, the fine may be levied on a per-occurrence basis.

(h) Collection of Fines. The Commercial Association may not foreclose its Commercial Assessment lien on a debt consisting solely of fines.

(i) Effective Date of Fine Policy. The Fine Policy contained in this Article II, Section 2.2 will become effective upon recordation of these Commercial Rules.

(j) Amendment of Fine Policy. These terms and conditions of the Fine Policy in this Article II, Section 2.2 will remain in effect until the Commercial Association amends such policy in the same manner as required or permitted for an amendment to the Commercial Rules and records such amendment in the Real Property Records of the County.

Adopted by the Commercial Board pursuant to that certain Consent in Lieu of an Organizational Meeting executed by the Commercial Board on the same date as these Commercial Rules.

SIGNED this ____ day _____ 2024.

INDIGO COMMERCIAL COMMUNITY ASSOCIATION, INC.

By: _____
Clayton Garrett, Secretary

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2024, by Clayton Garrett, Director and Secretary of the Commercial Board of Directors of INDIGO COMMERCIAL COMMUNITY ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

List of Exhibit(s):

Exhibit A – Architectural Guidelines for Commercial Property

EXHIBIT A
TO
COMMERCIAL RULES AND REGULATIONS
FOR
INDIGO COMMERCIAL COMMUNITY ASSOCIATION, INC.

ARCHITECTURAL GUIDELINES FOR COMMERCIAL PROPERTY

The following Architectural Guidelines apply to Commercial Owners, and include Commercial Rules, guidelines, criteria, standards, and procedures regarding the architecture, design, standards, development, planning, and construction of Improvements on Commercial Owner Tracts in the Commercial Property, which may be amended from time to time. The Architectural Guidelines have been established by the Commercial Declarant for the Commercial Property pursuant to Article XII of the Commercial Declaration and other Commercial Governing Documents. **Capitalized terms not otherwise defined herein shall have the meanings for such terms set forth in the Commercial Rules and Regulations for Indigo Commercial Community Association, Inc., to which these Architectural Guidelines are attached, as may be amended and supplemented from time to time (the "Commercial Rules").**

I. Procedural Matters Regarding Applications to and Approval by the ACC.

- A. Requirements. Per Section 12.1 of the Commercial Declaration, plans of a Commercial Owner, excluding the Commercial Declarant, for initial construction of any Improvements must first be submitted to and approved in writing by the Architectural Control Committee prior to the commencement of any work on such Improvements. The ACC may require other information to be submitted with applications as further described in these Architectural Guidelines. Forms that must be completed by Commercial Owners in connection with the application, review, and approval process will be made available by the Commercial Manager.
- B. Submission of Plans. The ACC may require that Commercial Owner applications be accompanied by the payment of fees for application processing. Plans required include, as applicable to the respective planned Improvements, the Commercial Owner Tract and Commercial Building plans, drainage plans, elevation drawings, construction plans, specifications, and plans showing exterior design, height, materials, colors, the location of the proposed and existing Improvements (plotted horizontally and vertically), and a certification letter from the Commercial Owner's architect stating that such drawings, plans, and specifications conform with these Architectural Guidelines, as well as such other materials and information as may be required by the ACC.
- C. Other Requirements. The ACC may require the submission of additional plans, specifications, or other information before approving or disapproving any application. Until receipt by the ACC of all required materials in connection with the proposed Improvement to the Commercial Property, the ACC may postpone the review of any materials submitted. Additionally, if the applicant Commercial Owner is in default of any covenants, conditions, or restrictions imposed by the Commercial Declaration, Restrictive Covenants, or other Commercial Governing Documents, any review shall be suspended until such default is cured to the satisfaction of the ACC, in its sole discretion. All contractors, builders, subcontractors, and other Persons performing work on a Commercial Owner Tract shall be required to carry insurance in the

types, in the amounts, and per the requirements established by the Commercial Association or ACC, as applicable.

The ACC shall exercise its reasonable judgment to the end that all construction of Improvements or any renovations, remodels, additions, and changes thereto subject to regulation of the ACC comply with the requirements of the Commercial Declaration and the Architectural Guidelines. The ACC may approve any proposed Improvement to the Commercial Property if it deems in its reasonable discretion that the change to the Commercial Property meets the criteria set forth in the Commercial Declaration and the Architectural Guidelines.

- D. Reply and Communication. Except during those times involving a force majeure or other catastrophic event where the review and approval process has been suspended by the Commercial Association or ACC, as applicable, within thirty (30) days after the full completion of applications and submittals of all information requested and required by the ACC relating to a proposed Improvement, the ACC may respond to the Commercial Owner applicant in writing in one of the following ways: (1) approval as submitted, (2) approval with conditions, (3) deferral of action pending receipt and review of further information required by the ACC, or (4) disapproval. If no action is taken in the 30-day period, the ACC shall be deemed to have approved the application. Subject to the provisions of Article XII of the Commercial Declaration concerning the appeal rights of Commercial Owners, the decision of the ACC shall be final on all matters submitted.

All communications and submittals shall be addressed to the ACC in writing and submitted to the Management Office or such other address as the ACC may designate, which address(es) may be shown on the applicable ACC application form.

The ACC owes no duty to any Person, Commercial Owner, or Commercial Occupant other than the Commercial Owner applicant to provide, keep, or make available any information or documentation relating to any application, and any approvals granted by the ACC shall be granted solely for the benefit of the Commercial Owner applicant with respect to the application being approved and shall not be construed as an approval for any other Person, Commercial Owner, or Commercial Occupant planning to perform the same or similar type of construction, architectural change, or other Improvement for which an application would be required according to Article XII of the Commercial Declaration and these Architectural Guidelines.

In the event the Architectural Control Committee denies the application of a Commercial Owner, a notice of denial must be delivered to the respective Commercial Owner and must include a detailed description of the basis of the denial and changes, if any, to the application or proposed Improvements required as a condition to approval.

- E. Variances. Variances may be granted by the Commercial Declarant, the ACC, or the Commercial Board in certain circumstances to overcome practical difficulties and unnecessary hardships arising by reason of strict application of the Architectural Guidelines. Variances may be granted in accordance with Article I, Section 1.2(b) of the Commercial Rules, but in no event shall any variance granted be injurious to one or more other Commercial Owner Tracts or any other portion of the Commercial Property or Commercial Common Areas or deviate substantially from the general intent and purpose of the Architectural Guidelines, Commercial

Rules, or other Commercial Governing Documents. No variance or adjustment granted by the ACC shall be deemed to apply to any Person, Improvement, or Commercial Owner Tract other than the Commercial Owner, the Commercial Owner's Commercial Building, or other Improvements on its Commercial Owner Tract to which the variance applies. A variance granted to a Commercial Owner and such Commercial Owner's Commercial Owner Tract does not obligate the ACC to grant the same or any similar variance to any other Commercial Owner or Commercial Owner Tract.

- F. Notice of Completion; ACC Inspection. Upon completion of the ACC-approved Improvements to a Commercial Owner Tract, the applicable Commercial Owner shall give written notice of completion to the ACC. The ACC or its duly authorized representative shall have the right, but not the obligation, to inspect the completed Improvements, as well as to inspect any Improvement prior to its completion, provided that the right of inspection shall terminate ninety (90) days after the ACC receives the notice of completion from the Commercial Owner.
- G. Obtaining Governmental Approvals; Compliance with Legal Requirements. In addition to the requisite approvals described herein and in Article XII of the Commercial Declaration, prior to the commencement of any work on or construction of any Improvements, a Commercial Owner shall obtain all approvals and permits required by any Governmental Authority and shall comply with all applicable Legal Requirements throughout the performance of such work and construction until final completion, and final inspection by any Governmental Authority (if applicable), of all such Improvements.