Olmos Tower Condominium Rules
Effective October 1, 2026

Note: This document supersedes all previous rules, to include THE INITIAL RULES OF OLMOS TOWER, October 9, 1998.

1. Applicability of Rules. These Rules apply to the units and common elements of Olmos Tower (OT) Condominium. By owning or occupying a unit in the OT Condominium, each Owner and resident agrees to abide by these Rules, as well as the obligations provided in the Declaration and Bylaws.

2. Scope of Rules. These Rules are in addition to and may amplify the guidance found in the OT Governing Documents (Declaration, Bylaws.) Words and phrases defined in the Declaration and Bylaws shall have the same meaning when used in these Rules. In the event of a conflict between Governing Documents, the hierarchy of authority shall be as follows: Declaration (highest), Bylaws, these Rules (lowest.)

3. Compliance with Rules

3.1. Compliance Responsibility Required of Owners. Each Owner shall comply with the provisions of these Rules, the Declaration, the Bylaws, and community policies (e.g., Swim at your own risk, No Lifeguard on Duty, No Parking, …) promulgated by the OT Homeowners Association (HOA) Board (the Board) to supplement these Rules. Any of these Governing Documents may be revised from time to time (collectively, the "Governing Documents"). Each Owner, additionally, shall be responsible for compliance with the Governing Documents by the occupants of the Owner's unit, and the respective family members, invitees, tenants, agents, employees, or contractors of the Owner or occupant. Use of "Owner" or "resident" in these Rules shall be deemed to include and apply to the Owner and to all persons for whom Owner is responsible. An Owner should contact the Board if the Owner has a question to any of these Rules.

3.2. Compliance with Additional Rules. Owner/resident shall comply with all rules and signs posted from time to time on the condominium property by the Board, including those regulating the use of recreational facilities. Such posted rules are incorporated in these Rules by reference. Each resident shall comply with notices communicated by the Board, from time to time, in seasonal or temporary rules, or notice of a change affecting use of the Condominium. Such temporary rules are incorporated in these Rules.

3.3. Waiver of Rules. Certain circumstances may warrant waiver or variance of these Rules. An Owner must make written application to the Board for such waiver or variance. If the Board deems the waiver or variance warranted, the Board may condition its approval. Board approval must be in writing to be effective.

4. Responsibility and Obligations of Owners and Residents

4.1. Responsibility for Safety. All residents are solely responsible for their own safety and for the safety, well-being, and supervision of the resident's guests and any person on the Condominium to whom the resident has a duty of care, contra, or custody. The HOA recognizes an individual's right to own a firearm(s). With that in mind, it is imperative that anyone who owns or is in possession of a

firearm always use recognized firearm safety techniques, especially when storing, handling or transporting a firearm(s). Anyone who owns or is in possession of a firearm(s) is subject to all applicable local, State and Federal laws. Anyone who brings a firearm onto the Condominium must have all required legal documents pertaining to possessing a firearm and must practice recognized firearms safety.

4.2. Responsibility for Damage. Each Owner is responsible for any loss or damage to the Owner's unit, other units, the personal property of other residents or their guests, or to the common elements, if such loss or damage is caused by the Owner or by any person for whom the Owner is responsible.

4.3. Reimbursement for Damage. An Owner shall promptly reimburse the HOA for the cost of damage to the Condominium caused by the accidental, negligent, or willful actions or conduct of the Owner or the persons for whom the Owner is responsible to include persons working on the Owner's behalf to include construction workers. The cost will be determined by the Board.

4.4. Responsibility for Insurance. The HOA is not responsible for insuring Owners' or residents' personal property. The HOA requires each Owner at time of closing and as long as they own their unit, to have both property insurance and personal liability insurance. Every vehicle that is parked on Olmos Tower property must have auto insurance to include liability. Each Owner and resident are solely responsible for insuring their own personal property in the unit and on the Condominium, including the resident's furnishings, items on display in common area hallways, and items in storage units. Personal property placed in or on the Condominium to include but not limited to common area hallways shall be solely at the risk of the Owner of such personal property. The HOA urges Owners and residents to purchase insurance on their personal belongings.

4.5. Risk Management. No resident shall permit anything to be done or kept in the resident's unit or the common elements that will result in an increase in the premiums for, or the cancellation of insurance on any unit, or any part of the common elements, or that may be in violation of any law.

4.6. Reimbursement for Enforcement of Governing Documents. An Owner shall promptly reimburse the HOA for any expenses, such as legal fees, incurred by the HOA in enforcing the Governing Documents against the Owner, the Owner's unit, or persons for whom the Owner is responsible.

5. Residential Unit Occupancy Standards

5.1. Definition of Occupancy. Occupancy of a unit, for purposes of these rules, shall mean occupancy of at least 30 continuous days or 60 non-continuous days in any 12-month period.

5.2. Number of Occupants. A unit may be occupied by no more than two persons per bedroom, unless higher occupancy is mandated by public agencies that enforce compliance with the familial status protection of the Fair Housing Act.

5.3. Dangerous or Threatening Persons. The Board may prohibit occupancy by a person who constitutes a direct threat to the health or safety of other persons, or whose occupancy would result in substantial physical damage to the Condominium or the property of others, pursuant to the Fair Housing Act.

6. Leasing Requirements and Restrictions

6.1. Allowable Number of Units Leased and Usage. Up to six units in Olmos Tower may be leased at a time. A unit may not be leased for hotel or transient purposes. In rare and extenuating circumstances, the board has the authority to approve a waiver to exceed six.

6.2. Written Leases. Each lease must be in writing, and an Owner must provide the Board with a copy of the signed lease before tenant occupancy. The initial lease must be for a minimum of 1 year. After the initial year, the same renters have the flexibility to lease month-to-month. For all renewals, an updated/current copy of the lease must be furnished no later than 30 days prior to expiration of the current lease. If a renewal is not received within 30 days, then it is presumed the Owner is removing their unit from the rental pool.

6.3. Waiting List. The waiting list process is in effect only if we have six active rentals.
- To get on the waiting list, the Owner must submit a waiting list request in writing.
- The waiting list order is established by the date of the request.
- Owners have 60 days to find a tenant.
- When the number of rental units goes below 6, the next Owner on the list is notified and has 60 days to find a tenant if there is someone else on the waiting list. If the first Owner fails to find a renter in 60 days, the 2nd Owner on the list can begin a tenant search, also for 60 days. If the Owner fails to find a tenant within 60 days, they move to the end of the waiting list.

7. General Use and Maintenance of Unit

7.1. Restricted to Residential Use. Each unit must be used solely for residential use, and may not be used for commercial or business purposes. This restriction shall not prohibit a resident from using the resident's unit for personal business or professional pursuits, provided that:

7.1.a. such use is incidental to the unit's residential use,

7.1.b. such use conforms to all applicable laws and ordinances,

7.1.c. there is no external evidence of such use, and

7.1.d. such use does not entail visits to the unit by the public, employees, suppliers or clients.

A resident may apply in writing to the Board for a waiver.

7.2. Annoyance. No unit may be used in any way that:

7.2.a. may reasonably be considered annoying to occupants of neighboring units,

7.2.b. may be calculated to reduce the desirability of the condominium as a residential community,

7.2.c. may endanger the health or safety of other residents, or

7.2.d. may violate any law or any provision of the Governing Documents.

7.3. Unit Maintenance by Owner. Each Owner, at the sole cost and expense of such Owner, shall maintain such Owner's unit and any limited common elements (to include balconies) appurtenant thereto in a clean, safe, and sanitary condition and keep it in good repair, including the inner, finished surfaces of the unit's perimeter walls, floors, and ceilings. This includes, but is not limited to, the balcony floor connected to a unit and the underside of such balcony (i.e., the roof of the balcony of the unit below), the balcony walls, and railings.

7.4. Patio/Balcony Requirements and Restrictions. Each resident shall keep such resident's unit and patio or balcony in a good state of repair and cleanliness, taking care that the condition is not dangerous. Residents are responsible for securing all items on their balconies especially patio furniture so that those items do not become a hazard during storms. Costs for damage or injury caused by a resident's outdoor furnishings (furniture, umbrellas, pots, etc.) are solely the responsibility of the resident. A patio/balcony must not be used for storage purposes. Replacing existing balcony surfaces with tile is not allowed. Owners who want to resurface a balcony must get approval of the materials and contractor in advance from the Board. Plant pots must not rest directly on the balcony surface. No alterations or modifications can be made unless approved by the Board to include but not limited to installing screening for small pets, inserting brackets or hooks into the balcony ceiling or walls, and putting alternate surfaces on the balcony walls. If the Board determines that a patio/balcony is dangerous or unsightly, the Owner will be given written notice by the Board to correct the problem within 5 days or such other time that the Board may determine. If the patio/balcony issue is not corrected within the time determined, the Board may assess a fine against the Owner for noncompliance. If not corrected, the Board may take corrective action at the Owner's expense. (See also **10.1. Restrictions on Modifications to Common Elements** for further restrictions regarding patios and balconies.)

7.5. Holiday Lights/Decorations/US Flag. Residents may string lights on balcony rails for the holiday season. Holiday lighting can be installed and turned on the weekend before Thanksgiving and must be removed or turned off no later than the Sunday of first full weekend in January. During Fiesta week, residents can decorate balconies if decorations are appropriate and do not interfere with other balconies. Residents are allowed to display the Official red, white, and blue US flag.

7.6. Repair and Replacement of Glass. Each Owner, at the sole cost and expense of such Owner, shall promptly repair and/or replace any broken or cracked glass in their unit's windows and doors.

7.7. Restriction on Combustibles. A resident shall not store or maintain anywhere on the Condominium (including within a unit) explosives or materials capable of spontaneous combustion.

7.8. Use of Barbeque Grills. Open flame (gas, wood, or charcoal) barbeque grills are not allowed for use on balconies. The Board reserves the right to prohibit or restrict the use of all or certain outdoor cooking grills if, in the Board's discretion, such grills constitute a fire hazard.

7.9. Reporting Requirement for Malfunctions. A resident must immediately report to the Board the discovery by such resident of any leak, break, or malfunction in any portion of such resident's unit or the adjacent common elements for which the HOA has a maintenance responsibility. The failure to promptly report a problem may be deemed negligence by the resident, who may be liable for any additional damage caused by the delay.

7.10. Conservation Encouraged for Utilities. Each resident shall strive to conserve the use of utilities furnished through the HOA, including water and electricity consumption within such resident's unit.

7.11. Requirement to Protect Water Pipes to Avoid Freezing. Because the Condominium is constructed with water lines in exterior walls, it is the duty of every Owner and resident to protect such water lines from freezing during winter months. Between November 1 and March *25* of any year, no unit may be left unheated on days of anticipated below-freezing temperatures. During periods of anticipated below-freezing temperatures, water lines in exterior walls should be allowed to drip continuously, and cabinets enclosing plumbing lines should be left ajar. Dishwashers on exterior walls should not be used during and immediately after periods of extreme cold. Failure by an Owner or resident to monitor the local weather and take appropriate precautions shall deemed negligence, and any cost incurred due to such negligence will be the responsibility of the Owner.

7.12. Water Shut-off. Water shut-offs can only take place Tuesdays – Thursdays. No Monday or Friday water shut-offs, unless for an emergency. Work must start at 9am. The shut-offs must be coordinated with the Building Manager as far in advance as possible but no later than 2 days before proposed shut off date unless it is an emergency. Work must be completed in a timely manner to allow the water to be turned back on as soon as possible. When a unit undergoes plumbing work that requires a building-wide water shut off, to prevent future building-wide water shutoffs, the plumbing work must include the addition of a shut-off valve within the unit when possible. For complete remodels, new shut off valves must be installed on each connection so that only one riser must be shut off during the project. Before plumbing work begins, Owners must consult the OT maintenance team for guidance.

8. General Use and Maintenance of Common Areas.

8.1. Intended Use of Common Elements. Every area and facility in the Condominium may be used only for its intended and obvious use. For example: Walkways, stairways, elevators, and driveways are to be used exclusively for purposes of access, not for social congregation or recreation.

8.2. Décor in Common Areas/Hallways. Common area hallways will have a standard door, paint, and carpet scheme. If the Owners of a floor want to change hallway décor, they must contact the Olmos Tower Building Manager for approval instructions prior to making any changes.

8.2.a. **All Floor Owners Must Agree to Changes in Standard Decor**. If an Owner wishes to change the standard décor in a hallway including but not limited to replacing doors, adding an area rug, hanging a painting, adding furniture or other decorative items, all Owners on that floor must approve (in writing) of the change/addition **before** the change is made to the common area. For new Owners, at the time of purchase, the new Owner accepts the existing décor of the entire floor. The HOA is not responsible for the non-standard décor items in the hallways. See 4.4. and 8.5. for additional information.

8.2.b. **Floor Owners Responsible for Unique Surfaces and Finishes.** If approved by the Board, and **all** floor owners of a particular floor choose to replace the surfaces and/or finishes in their hallway (e.g., flooring, lighting, ceiling, paint) all owners on that floor are responsible for paying for and maintaining the finishes and surfaces.

8.2.b.1. OT building staff will not maintain, clean, repair, or replace any unique owner-funded common area finishes or surfaces.

8.2.b.2. The HOA will not repair or replace any unique surfaces and finishes installed by residents if those unique surfaces and finishes are damaged in any way by required maintenance or service. For example, residents are responsible for any costs associated with restoring a unique ceiling treatment after a pipe repair is required in that ceiling.

8.2.b.3. Any new owner who purchases on a floor with owner-funded surfaces and finishes is by ownership now responsible for the physical and financial maintenance of those unique surfaces and finishes.

8.3. Restrictions to Use of Grounds. Unless the Board designates otherwise, residents may not use or abuse the landscaped areas, lawns, beds, and plant materials on the common elements. The following are expressly prohibited without Board approval: digging, planting, cutting, pruning, and climbing.

8.4. Restrictions to Use of Common Areas for Storage/Abandoned Items. No item or object of any type shall be stored, placed, or maintained anywhere on the general common elements, including parking spots, stairwells, windowsills, passageways, pool cabana, and courtyards, except by the Board or with the prior written consent of the Board. Items of personal property found on general common elements are deemed abandoned and may be disposed of by the Board. As per 8.2., residents with approval from all other residents on the hallway may have a piece of furniture in the hallway with storage capability as long as stored items are not in view. See 11.5. for guidance on storing small shopping carts near interior parking spaces.

8.5. Responsibility for Stored Items. Each resident agrees that the HOA is not responsible for items stored on the Condominium by such resident, who shall be always solely liable for such resident's personal property.

8.6. Use of the Poolside Cabana. Residents are entitled on a first-come, first-served basis to reserve the use of the poolside cabana (except the grill) for private functions for not more than six (6) hours in any one instance. A resident reserving the use of the poolside cabana under the foregoing provisions shall be solely responsible for the use and maintenance of the facility during the period of such use and for any damage or personal injury caused or sustained during or in connection with such use. Residents should return the cabana furnishings to its original configuration and leave the area in as clean a condition as possible. Reserving the Cabana does not restrict others from using both the pool area and the grill.

8.7. Grill. A resident is not allowed to reserve the BBQ grill for their sole use, unless approved in advance by the Board. When grilling is complete, users must clean the grill. (Turn grill on HIGH. After two minutes, use wire brush to scrape the grill surface clean. Then, return valves to their off position.)

9. Community Etiquette

9.1. Strive for Courtesy. Each resident shall endeavor to use such resident's unit and the common elements in a manner calculated to respect the rights and privileges of other residents.

9.2. Avoid Annoyance. A resident shall avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other residents or their guests, or the Association's employees and agents.

9.3. Avoid Noise and Odors. Each resident shall exercise reasonable care to avoid making or

permitting to be made loud, disturbing, and objectionable noises or noxious odors that are likely to disturb residents of other units.

9.4. Avoid Reception Interference. Each resident shall avoid doing or permitting to be done that may unreasonably interfere with the television, radio, telephone, or electronic receptions on the Condominium.

9.5. Compliance with Law. Residents may not use the Condominium for unlawful activities or participate in unlawful activities on the premises. Residents shall comply with applicable laws and regulations of the United States of America and of the State of Texas, and with ordinances, rules and regulations of the City of San Antonio, Texas. A resident who violates this provision shall hold the HOA and other Owners and residents harmless from all fines, penalties, costs, and prosecutions for the resident's violation or noncompliance.

10. Architectural Control by the OT Board.

10.1. Restrictions on Modifications to Common Elements. Without the Board's prior written approval, a person may not change, remodel, decorate, destroy, or improve the common elements, nor do anything to change the appearance of the common elements, including without limitation the entry door, balcony or patio and landing or walkway appurtenant to any unit. (See also **8.2. Décor in Common Areas/Hallways.**)

10.2. Prohibited Acts. No person may:

10.2.a. Post signs, flags, banners, notices, or advertisements on the common elements or in a unit if visible from outside such person's unit. The lone exception to this rule is the flying the official US Flag. (See also **7.5. Holiday Lights/Decorations/US Flag.**)

10.2.b. Place or hang an object in, on, from or above any window, interior windowsill, balcony, or patio. Examples include but are not limited to bird feeders, hanging plants, etc.

10.2.c. Hang, shake or otherwise display linens, clothing, towels, rugs, shoes, mops, bedding, or other similar items from windows, doors, balconies, patios, or passageways.

10.2.d. Erect or install exterior horns, lights, speakers, aerials, antennas, or other transmitting or receiving equipment, or cause anything to protrude through an exterior wall or roof.

10.2.e. Place decorations on exterior walls or doors, or on the general common elements, except that reasonable individual unit door wreaths are allowed.

10.3. Window Treatments.

10.3.a. Window treatments such as drapes, blinds, shades, or shutters must not be of such a color or pattern as to noticeably detract from the uniformity of the building.

10.3.b. Window treatments must be maintained in good condition and must be removed or replaced if they are or become stained, torn, damaged or otherwise unsightly in the opinion of the Board.

10.3.c. Aluminum foil and reflective window treatments are expressly prohibited.

10.4. Board Approval for Unit Modification. Only the unit Owner/s may request permission to modify a unit. Only **after** an Owner receives written approval from the Board may any modifications begin. To obtain the Board's written consent to modify a unit or combine units, the Owners must:

10.4.a. Not be in violation of the Declaration, Bylaws, Rules, or any community policies promulgated by the Board (collectively, the "Governing Documents",)

10.4.b. Not have outstanding assessments, and

10.4.c. Submit to the Board, not less than 15 days before the date of commencement of such modification, proposed start and end dates, complete plans and specifications showing the nature, kind, size, materials, colors, and location for all proposed work, and any other information reasonably requested by the Board. The documentation should also contain the name of the insured contractor being used and proof that the contractor has all necessary bonds and insurance. Owners must also ensure that contractors have received a copy of the OT Building Contractor Rules. Owners are responsible for Contractor compliance with OT Building Contractor Rules.

10.5. Construction Scheduling. Start dates must be approved by the Board. Depending on the complexity and timing of the construction, the Board might delay start dates to avoid certain holiday seasons and other ongoing construction or events.

10.6. Construction Fees. The following fees must be paid in advance to the HOA by the owner before construction begins.

10.6.a. For construction lasting 1 to 6 months the fee is $1,500.

10.6.b. An additional construction fee of $250 will be added for each month after 6 months.

10.7. Major Construction Plan Change. If a major construction plan change occurs to the originally approved plan, the new plans must be submitted to the Board before the changed work begins. Major changes include but not limited to plumbing or electrical relocation, wall demolition or wall moves, etc.

10.8. Use of Elevator for Moving Construction Materials/Furnishings. When bringing up more than one or two loads by elevator, the resident and contractor must coordinate in advance the elevator use with the OT Building Manager. When transporting furniture, materials, equipment, or tools, residents and contractors must use Elevator 1 exclusively. **Contractors may ride Elevator 2 if they are not transporting construction material, equipment, or tools.**

10.9. Loading/Unloading Construction Materials. Contractors must not park, load, or unload materials in the parking garage without prior approval from the OT Building Manager.

11. Vehicle Parking, Activities, and Restrictions

11.1. Vehicles Must be Operable. To be allowed on the Condominium, a vehicle must be operable. For purposes of these Rules, vehicles include automobiles, motorcycles, motorized bikes, passenger

trucks, small vans, and similar passenger vehicles.

11.2. Vehicles Not Allowed Without Approval. The following vehicles are not allowed on the Condominium property without the Board's written approval: trailers, boats, recreational vehicles, buses, large commercial trucks, industrial vehicles, motorcycles without mufflers, and noisy and smoky vehicles.

11.3. Making Repairs or Other Vehicle Activities. Repairs, restoration, or maintenance of vehicles on the Condominium is prohibited, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.

11.4. Car Washing. Commercial car washing companies can wash residents' cars on Olmos Tower property under the following circumstances. Residents who arrange for a car washing service must alert the OT Building Manager in advance and:

11.4.a. The washing takes place in the back lower parking lot and does not interfere with typical use of the parking lot.

11.4.b. The commercial car washing company does not use any resources from Olmos Tower such as water, electricity, trash, etc.

11.4.c. The company must be insured.

11.5. Use of Parking Spaces. All parking spaces on the Condominium property, including assigned covered spaces, shall be used for parking purposes only, and may not be used for storage. Owners may park personal-use vehicles in assigned parking spaces for extended periods. No parking space may be enclosed or used for any purpose that prevents the parking of vehicles. Residents may house small personal-use shopping baskets in the vicinity of their parking space. Parking spaces may not be used for extended periods or on a regular basis by other than building residents unless a waiver is received from the Building Manager. Bikes must be parked in the bike rack on the lower or upper level.

11.6. No Obstruction. No vehicle may be parked in a manner that interferes with ready access to any entrance to or exit from the Condominium. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on the Condominium. No vehicle may be parked, even temporarily, in spaces reserved for others, in fire lanes, or in any area designated as "No Parking."

11.7. Vehicle Nuisances. Each vehicle shall be muffled and shall be maintained and operated to minimize noise, odor, and oil emissions. The use of car horns on the Condominium is discouraged. No vehicle may be kept on the Condominium if the Board deems the vehicle to be unsightly, inoperable, inappropriate, or otherwise in violation of these Rules.

11.8. Violations. Any vehicle in violation of these Rules may be stickered, wheel-locked and towed, or otherwise removed from the Condominium by the Board, at the expense of the vehicle's Owner. The HOA expressly disclaims any liability for damage to vehicles with respect to which the HOA exercises these remedies for Rules violations.

12. Trash Disposal

12.1. General Litter Responsibilities. Residents shall not litter common areas, shall endeavor to keep the Condominium clean, and shall dispose of all refuse in receptacles provided specifically by the HOA for that purpose.

12.2. Avoid Trash-Related Hazards. Residents may not store trash inside or outside their units in a manner that encourages vermin, causes odors, or may permit the spread of fire.

12.3. Trash Chutes and Excess Trash. Residents shall place trash entirely within the trash chutes located on each floor. Trash bags or other items put in the chute must be in bags tied tightly and in bags strong enough to not break open when they hit the trash container. To prevent rodent attraction, food items must be bagged. Residents shall notify the OT Building Manager for assistance with boxes and large objects that do not fit in the trash chutes. Other large trash items may be adequately packaged and left in the lower level by the maintenance room door for removal by OT staff.

13. Animals and Pets

13.1. All Animals Subject to Rules. A resident may not keep or permit on the Condominium a pet or animal of any kind, at any time, except as permitted by these Rules and the Governing Documents. These pet rules also apply to any guest or visitor who brings an animal onto the Condominium.

13.2. Allowed Type and Number of Pets. Subject to these Rules and the Governing Documents, a resident may keep in such resident's unit not more than two house pets (two cats, or two dogs or one cat and one dog.) Permitted house pets include domesticated dogs, cats, caged birds, and aquarium fish.

13.3. Prohibited Animals. No resident may keep a dangerous or exotic animal or any other animal deemed by the Board to be a nuisance or a potential threat to the well-being of people or other animals.

13.4. Control of Pets Indoors and Outdoors. All pets must be maintained inside the unit and may not be kept for extended periods on patios or balconies. No pet is allowed in general common areas unless carried or leashed. No pet may be leashed to any stationary object on the common elements.

13.5. Dog and Leash Management. All dogs must be on a leash and under control at all times while in Olmos Tower Common Areas. Dogs may be off leash in the Dog Run but still must be under owner's control. **Note:** If using a retractable leash when in Common Areas, to maintain control and for safety, the dog leash must be retracted to within an arm's length of the owner. When entering and exiting the elevator and lobby, Owners must keep dog(s) in control and away from persons passing by. Notice whether the elevator is moving. If it is on its way down, it may have a passenger. Be courteous and move the dog away from the elevator door to allow persons to exit.

13.6. Pets Disturbance. Pets shall be kept in a manner that does not disturb another resident's rest or peaceful enjoyment of such resident's unit or the common elements. No pet shall be permitted to bark, howl, whine, or make other loud noises for extended or repeated periods of time.

13.7. Animal Damage. A resident is responsible for any property damage, injury, or disturbance such resident's pet may cause or inflict. A resident shall provide compensation for any injury caused by such resident's pet. Any resident who keeps a pet on the Condominium shall be deemed to have agreed to

indemnify, defend, and hold the Board, the HOA, and other Owners and residents harmless from, any loss, claim, or liability of any kind or character whatever resulting from any action of such resident's pet or arising by reason of keeping or maintaining such pet on the Condominium.

13.8. Animal Waste Clean Up. Each resident is responsible for the removal of such resident's pet's waste from the common elements. The Board may levy a fine against a unit and the pet owner each time urine or feces are discovered on the common elements and attributed to an animal in the custody of that unit's resident. If a common area, including common area hallways are soiled by a pet, the owner of the pet is responsible for the cost to clean or replace the area soiled. If determined to be sufficiently soiled, costs may require replacing the entire common area hallway carpet of the affected floor.

13.9. Removal of Animals. If a resident or such resident's pet violates these Rules or the community policies pertaining to pets, or if a pet causes or creates a nuisance, odor, unreasonable disturbance, or noise, the resident or person having control of the pet shall be given a written notice by the Board to correct the problem. If the problem is not corrected within the time specified in the notice, the resident, upon written notice from the Board, and after a hearing pursuant to the Governing Documents, may be required to remove the pet. Each resident agrees to permanently remove such violating pet from the Condominium within 10 days after receipt of a removal notice from the Board.

13.10. Vaccinations. In accordance with City of San Antonio ordinances, all dogs and cats must be up to date with their yearly vaccinations to include rabies. Pet owners must provide annually proof of vaccinations to the OT Building Manager.

13.11. Animals Prohibited OT Guest Rooms. Animals (except emotional/service dogs) are not allowed in the OT guest rooms.

14. On-site Storage

14.1. Authorized Use of On-site Storage Units. Only Owners or residents are allowed to store items in the OT storage building units.

14.2. Storage Activity. No unlawful, noxious, or offensive activity shall be conducted or carried on in any on-site Storage Unit, nor shall anything be done in the On-site Storage Unit that may be or become an annoyance or nuisance to other Olmos Tower Owners or residents. No onsite storage users shall do or permit anything to be done or keep anything or permit anything to be kept in the unit that would increase the rate of or invalidate the coverage afforded by insurance on the Onsite Storage Unit Building.

14.3. Allowable Contents. No hazardous materials are allowed to be stored in any storage unit (also not allowed on property.) Hazardous materials include but are not limited to any hazardous or toxic chemical, gas, highly flammable liquids, substance or waste material that is or becomes regulated under any applicable local, State or Federal law or regulations. In addition, food to include pet food must not be stored in any Onsite Storage unit.

14.4. Lawful Storage. Storing of any personal property on the premises that would result in the violation of any law or regulation of any governmental authority, including without limitation, all laws and regulations in relation to Hazardous Materials, waste disposal, and other environmental matters is not allowed.

14.5. Electricity. Items stored in the unit cannot be connected to an electrical outlet. For example, a refrigerator can be stored but cannot be plugged into an outlet.

14.6. Alterations. No physical alterations to the Onsite Storage Unit are allowed.

14.7. Ongoing Onsite Storage Unit Expenses. Owners with Leasing Rights to one or more storage units are responsible for paying all expenses incurred by the Storage building (e.g., utilities, cleaning.)

14.8. Budget and Expenses. The Board is responsible for managing the Storage Budget. Owners with Leasing Rights agree to pay a proportionate share of the utilities and the expenses of administration, insurance, maintenance, repair, upkeep, taxes, protection, replacement, and operation of the Onsite Storage Units by payment of an Annual Maintenance fee.

14.9. Yearly Maintenance Fee. A 12-month maintenance fee (paid at the beginning of each calendar year) is assessed each Storage Unit. The Owner with the Leasing Rights of the storage unit is responsible for paying the yearly maintenance fee. At the beginning of each year, the OT Building Manager will estimate the annual operational cost of the Onsite Storage Unit, and that estimate determines the yearly maintenance fee charged to the unit. All maintenance fees received will be kept in a separate account designated for Onsite Storage Unit maintenance and utilities.

14.10. Use of Designated On-Site Storage Account. All maintenance and utility costs associated with the operation of the Onsite Storage Units will be paid from the designated Onsite Storage account. No costs associated with the Onsite Storage Units will be paid from the OT HOA general fund.

14.11. Assessment Increase as Needed. All Onsite Storage Unit maintenance and utility fees are subject to adjustment as necessary to account for increased costs during the year in excess of the annual estimate. This need for increase could include equipment or structural repair or enhanced security.

14.12. Storage Unit Leasing. The 24 OT Onsite Storage Units can be subleased only to another Olmos Tower Condominium Owner or resident of Olmos Tower.

14.13. Insurance. The Olmos Tower Onsite Storage Units have insurance coverage through an endorsement to the existing Olmos Tower Common Areas insurance. (Just as with the Condo Unit, this covers the structure, not the contents.) The cost of this additional structure insurance is paid by individuals with Leasing Rights and is reflected in the yearly maintenance fee. Any insurance coverage for contents is the sole responsibility of the Lessee or Sub-Lessee (as appropriate).

14.14. Emergency Access. Emergency access to storage units will follow the procedures set out in the Governing Documents. If access is required, and the Lessee or Sub-Lessee is not available, the lock will be cut by OT maintenance staff.

14.15. Moving Items In and Out of Storage. To avoid congestion and for courtesy of residents who park near the storage entrance, any individual who is moving large items (or more than five items) into or out of the Onsite Storage Unit must inform and schedule the move with the OT Building Manager at least 1 day in advance of the move.

14.16. Responsibility. As it is with existing Limited Common Areas, the OT HOA bears no responsibility or obligation for any items placed in the Onsite Storage Unit. Each individual with

Leasing Rights must maintain the unit in a clean, safe and sanitary condition. No unit shall be converted for living or recreational purposes.

15. Miscellaneous Rules

15.1. Doorman Duties and Limitations.

15.1.a**. Doorman Limitations.** Our doorman are not security personnel. They are not responsible to apprehend or obstruct individuals. If they see a potentially dangerous situation, they will make the appropriate call to the appropriate person or agency.

15.1.b. **Driving Personal Vehicles Not Allowed.** The doormen are not allowed to drive or park residents or guest vehicles.

15.2 HOA Responsibility Regarding Security. The HOA may, but shall not be obligated to, maintain, or support certain activities within the Condominium designed to make the Condominium less attractive to intruders than it otherwise might be. The HOA, its directors, committees, member, agents, and employees, shall not in any way be considered an insurer or guarantor of security within the Condominium, and shall not be held liable for any loss or damage. Each Owner, resident, guest, worker, and invitee on the Condominium assumes all risk for loss or damage to such person's unit, to the contents of such person's unit, and to any other of such persons or property on the condominium. The HOA expressly disclaims and disavows all representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security systems, equipment or measures recommended, installed or undertaken within the Condominium.

15.3. Service by OT Staff. OT staff may work for residents in two categories.

15.3.a. **Contract for Service through OT Building Manager**. Residents may submit a request through the OT Building Manager for OT maintenance and other staff to perform services during the business day. Services include minor maintenance such as unclogging drains, repairing lights, and replacing toilet hardware. Residents will be charged by the HOA a $25 hourly rate plus any materials used for this work, and the payment will go into the HOA budget.

15.3.b. **Contract for Personal Service Work Directly with Staff**. Owners may contract independently with OT staff for services, but the OT HOA bears no responsibility for any outcome of such interaction. Also, such interactions must not interfere with OT staff's completion of their assigned duties or occur during the normal workday of the staff member.

15.4. Packages. Packages will be received and stored at the doorman's station. If a resident provides written approval to the Building Manager, when workload permits, the doorman will deliver packages to a recipient in a unit or leave packages outside the resident's door. However, the HOA or OT staff are not responsible for any item or article delivered or left on behalf of such resident.

15.5. Right to Hearing. An Owner may request in writing a hearing by the Board regarding an alleged breach of these Rules by the Owner or a resident. The Board will schedule a hearing within 30 days of receiving the Owner's written request. The Owner may attend the hearing in person or may be represented by another person or make a presentation to the Board by written communication. At the hearing, the Board will consider the facts and circumstances surrounding the alleged violation regarding rules.

15.6. Mailing Address. Owners are responsible for providing the Building Manager with their preferred mailing address if different from their unit address. Notifications of change of name or change of address should be clearly marked as such. All notices required to be sent to Owners by the Governing Documents shall be sent to an Owner's most recent known address as shown on the records of the HOA. If an Owner fails to provide a forwarding address, the address of that Owner's unit shall be deemed effective for purposes of delivery.

15.7. Monthly HOA Dues and Payments. Effective March 1, 2026, OT HOA requires electronic (ACH) bank-to-bank debits for the following payments:
1. Monthly HOA
2. Electric and Gas (as invoiced by Minol)
3. Others such as yearly storage, in-unit maintenance, guest room (guests can pay by check.)

For Owners who do not sign-up for electronic debit, a $25 processing fee per check will be charged.

15.8. Form Fees. In accordance with Olmos Tower Declaration Article 8, Section F (15), Olmos Tower Owners will be charged $150 (via ACH) for the HOA to complete forms from Financial Institutions for loan financing or refinancing, and any other forms on a case-by-case basis.

15.9. Revision Process for Rules. These Rules are subject to being revised, replaced, or supplemented as provided in the Governing Documents. Owners and residents should contact the Building Manager to verify the rules currently in effect on any matter of interest. Any revisions to the Rules take effect 10 days after notification of change is sent from the Building Manager to Owners by their preferred contact method.

15.10. Other Rights. These Rules are in addition to and in no way whatsoever detract from the rights of the HOA under the Declaration, Bylaws, Articles of Incorporation, and Texas State laws.