

**THE SHELTON CONDOMINIUM ASSOCIATION
("ASSOCIATION")**

**RULES AND REGULATIONS GOVERNING THE
USE OF UNITS AND COMMON ELEMENTS IN
THE SHELTON, A CONDOMINIUM
("Condominium")**

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The following Rules and Regulations must be observed by each Owner (as hereinafter defined) of any Unit in the Condominium.

1. **Definitions** - The term "Owner" means the owner of each Unit in the Condominium, any other person(s) occupying the Unit with Owners Approval and Owners Family, Invitees, Visitors, Servants, Agents, Representatives and Licenses. The term "Shelton Property Manager" herein ("Manager") means the person who manages The Shelton and its property. The term Association's Board of Directors, herein the ("Board") means the elected Board of Directors authorized to make decisions and conduct business on behalf of the Association. Terms used in these Rules and Regulations with initial capital letters that are not defined herein will have meaning in the Second Amended and Restated Condominium Declaration of The Shelton Condominium, as recorded in the Real Property Records of Dallas County, Texas (the "Declarations").
2. **Assessment/HOA Dues Collection Policy**
Regular monthly assessments are due and payable to the Association on the 1st day of the month. A late fee equal to 10% of any past-due outstanding balances will be assessed on the 3rd day of the month. In addition to the late fee noted here, the Owner of such Unit shall be liable for any expenses (including attorney fees) incurred by the Association in the collection of any amounts due.
3. **No Smoking and Smoke Free Building** - Smoking is not permitted anywhere on property including inside the Units, on patios, balconies, amenities, club room, gym, pool area, or common areas. The Owner is responsible and will be charged if the Owner, the Owners family, invitees, visitors, servants, agents, representatives and licenses violate this, Rule. The fine is \$250 for the first occurrence, \$500 for the second occurrence, and \$1,000 for the third and any subsequent occurrences.
4. **No Alterations** - No alterations, additions, decorations, or painting of any kind may be made to any portion of the Common Elements. No alterations, additions, remodeling, demolition may be made inside the Unit without prior written approval from the Board. An Alterations Request form is available from the Manager's office.
5. **Valet Parking** - There is a fifteen (15) minute time limit for parking in the Valet area. Vehicles left for more than fifteen (15) minutes will be relocated into the parking garage. Keys can be claimed your at the front desk.
6. **Packages / Food Deliveries** -
Packages are accepted by the front desk and will be delivered to you periodically or you may pick them up at your convenience.

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Food Deliveries are delivered to the front desk. We request that you please notify the front desk of your food order. Upon its arrival, we will have someone bring it to your home until 10:00 pm.

Important – The valet will not deliver after 10:00pm. After this time, you will need to come to the lobby to pick-up your food and meet the delivery person.

7. **Guest/Visitors** - If you are expecting guest or visitors, please contact the front desk with the name of the person or persons you are expecting. The front desk will not allow entrance into the building without knowledge and without your approval of the guest or visitors.
8. **Leasing of Units** - No Unit Owner shall enter into any lease with an initial term of less than one (1) year, unless the Unit Owner has received the prior written approval of the Board of Directors. However, a Unit Owner may grant extensions of less than one (1) year to any lease that had an initial term of at least one year.

As soon as possible after entering into any lease or lease extension, but in any event no later than five (5) days after entering into a lease or lease extension, the Unit Owner shall give the Property Manager: (a) a copy of the executed lease or lease extension; and (b) the names, addresses and telephone numbers of all tenants under the lease.

Every lease agreement entered into by a Unit Owner shall: (a) prohibit assignment of the lease or subletting of the apartment without the prior written approval of the Association's Board of Directors; and (b) specify, within the lease, that the lease and the occupancy of the Unit is subject to the Condominium Declaration, the Bylaws and all rules and

regulations governing The Shelton Condominiums. The Association may request that the Owner of the Unit conduct a criminal background screening. The Board has a right to communicate any felony charges.

9. **Electrical and Plumbing Facilities** - No one may overload existing electrical circuits, including charging electric vehicles using electricity from storage units and plumbing facilities in their Units or in any of the Common Elements, including the parking garage.
10. **Hazardous Materials** - No hazardous, combustible or offensive goods, products, or materials may be stored or kept in any Unit, storage unit, or any portion of the Common Elements without the prior written consent from the Board.
11. **Cooking Equipment and Facilities** - Owners may not install, place, store or use any type of barbecue or cooking equipment on the balcony of their Unit or barbecue or cooking facility within any portion of the Common Elements without prior written approval of the board.
12. **Window Air Conditioning Units** - No window air conditioning unit (nor any appurtenances thereto) may be installed within any Unit or Common Element.
13. **Landscaping** - No one may harm, alter, litter, or remove any of the landscaping work within the General Common Elements, no place or affix any planters, statues, fountains, ornamental objects, or plants upon any portion of the Common Elements, without the prior written approval from the Board.
14. **No Obstructions** - Except as otherwise provided or contemplated in the Declaration (as herein defined), the hallways, stairwells, sidewalks, passageways, walkways, or driveways may be obstructed or used for any purpose other than for ingress/egress to and from the Units and/or the General Common

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Elements.

15. **Auctions; Garage Sales** - No auction or garage sale may be held in the Units or in any portion of the Common Elements.
16. **Clothesline** - No hanging or drying of clothes will be allowed on or within any portion of the Common Elements and no pulley clothes lines or similar apparatus may be affixed to or used in connection with any Unit or Common Elements.
17. **Antennae** - No television antennae, satellite dish, aerial, tower or similar structure (nor any appurtenances thereto) may be erected on or fastened to any Unit or on any portion of the Common Elements, without the prior written approval of The Board.
18. **Halls and Corridors** - No carpets, area rugs, or other material may be placed outside of any Unit within the hallways or corridors that are part of the General Common Elements, and no shoes, boots, umbrellas, or other apparel (nor any other materials or objects) may be placed or stored (whether temporarily or otherwise) within said hallways and corridors.
19. **Skating and Bicycling** - The act of bicycling, roller-skating, skate-boarding, and/or other similar activities are strictly prohibited upon and/or within the Common Elements, the corridors, and the halls. These activities are also prohibited in all parking areas.
20. **Sinks, Drains, Toilets, Waste Disposal, and Plumbing Damages** - No one may place, leave or permit to be placed, or left upon the Common Elements any waste, debris, refuse, or garbage except in those areas designated by the Board or the Manager as a central garbage suppository, and only on those days and times as are designated by the Board or the Manager from time to time. Water may not be left running unless in actual use, and no waste,

garbage, rubbish, or noxious or unusual substances may be disposed into (or down) and toilet, sink or drain. Any damage to plumbing pipes, drains and apparatus resulting from misuse or from unusual or unreasonable use, will be borne by the Owner of the Unit who has caused such damage. We ask that approximately one (1) time per month that you pour 1 to 2 caps of Clorox down your sink and shower drains.

The following items should not be NOT put down a sink or flushed in the toilet, including, but not limited to:

- **Grease**
 - **Rice**
 - **Coffee Grinds**
 - **Other food items**
 - **Bones**
 - **Feminine Products**
 - **Cat Litter**
 - **Hair of any kind**
21. **Trash Chutes** - Trash chutes are available on each floor level. Please help Management maintain the cleanliness of the Trash chute rooms by:
 - Only placing securely tied bagged garbage down the trash chutes.
 - Please do not place loose trash down the trash chute.
 - **Do Not** place any card board or boxes down the chute. All boxes must be broken down and left inside the trash room. Staff will remove them and dispose of them in the dumpster.
 - **Do not** place clothing hangers down the trash chute.
 - **Recycling** may be left in the trash room. It must be bagged and not leaking.

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22. Swimming Pool and Sports Area - No food and drink in glass containers are allowed in the swimming pool and/or Sports court areas. Smoking is not permitted in the pool, pool area, or Sports Area. No lifeguard will be on duty at any time and any use of the swimming pool is solely at the risk of the person using the swimming pool. Any use of the sports court area is solely at the risk of the person using such an area. The Condominium and the Association will not be liable for any balls, sports equipment, or other items thrown over the protective fence around the sports court area (whether intentional or otherwise). The Owner that allows access to these facilities will be held solely responsible (and must indemnify the Association and the Condominium) for any misuse of these facilities. Anyone under the age of 14 years old will be required to be accompanied by an adult while using these facilities.

23. Club Room, Card Room, Business Center, and Access to Facilities - The Club Room, Card Room, Business Center, and Access to Facilities will generally be available to Owners.

Club Room - The Club Room will be open during hours set by the Board and will be available for reserved private parties on such terms as the Board may determine, including charging a deposit and a cleaning fee. To reserve the clubroom, you will need to fill out the Clubroom Agreement and submit the completed agreement along with a \$200 deposit prior to reservation confirmation. The Club Room Agreement is available at the Manager's office in the "Reservation Binder" on the circular table.

It is the responsibility of the homeowner/renter reserving the room to ensure the cleaning of the room after the event. The deposit will be applied to any damages or cleaning charges if applicable.

Card Room - The Card Room is open for residents to use, unless either both rooms (Club and Card) have been reserved.

Business Center - The Board may, in its sole and absolute discretion, designate the hours of access to the business center and its equipment, as well as restrict the use thereof, by requiring pre-booking and limiting the amount of time available to each Owner to incur fair access. Anyone under the age of 14 years old will be required to be accompanied by an adult in the business center.

Access to Facilities - The Board may designate, in its sole and absolute discretion, the hours access to the Club Room, Card Room, and Business Center and its equipment, as well as, restrict the use thereof, by requiring pre-booking and limiting the amount of time available to each Owner to ensure fair access.

24. Fitness Center - The Fitness Center is available 24 hours a day, 7 days a week. Persons under the age of 14 must be accompanied by an adult at all times. The use of the Fitness Center is solely at the risk of the person using such an area. Please do the following:

- Wipe down equipment after use
- Return free weights to rack
- Be aware of others waiting to use equipment
- Return the courtesy towels used before leaving the fitness room
- Be courteous to others

25. Infestation - No Owner may permit or suffer the infestation of the Owner's Unit (or any Common Elements) by pest, insects, rodents, or other vermin. Failure to comply with the foregoing, or the failure to report such infestations to the Board or Manager as soon as the Owner is aware of same, will

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render such Owner liable for all cost and expenses incurred in having to eradicate such infestation.

26. Noise, Disturbances, and Nuisance - No Owner, visitor, renter, guest, or animal may create or permit the creation or the continuation of any noise, disturbance and/or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the Units or Common Elements by other Owners. Any construction, servicing, maintenance and/or repair work creating (or likely to cause) any noise nuisance or disturbance will only be permitted between the hours of 8:00 am and 6:00 pm central standard time.

27. Signage and Advertising - No sign, advertisement, or notice may be inscribed, painted, affixed, or be placed on any part of the Common Elements, or the outside of the Unit, without the prior written consent of the Board.

28. Risk of Fire; Insurance - No Owner may do or permit anything to be done in the Unit, or bring or keep anything therein, which will in any way increase the risk of fire or the rate of fire insurance premiums with respect to any of the Units or The Association itself, or on property kept therein, not obstruct or interfere with the rights of other Homeowners, nor in any way injure or annoy them, nor conflict with the regulations of the relevant fire department or with any insurance policies carried by the Association, nor conflict with or violate any of the rules and ordinances of the local board of health, any municipal by-law, or any local, state, or federal law or regulations.

29. Windows and Doors - No awnings, shades, or shutters may be erected over and/or outside any windows, patios, and/or balconies appurtenant to any Unit, nor may any exterior doors be removed, replaced, or changed in any way, without prior written consent of the Board. All window treatments

visible from the exterior of the Condominium must be white in color. Nothing may be placed outside of the windowsills or projections, nor upon any patio railings, without prior written consent of the Board, and nothing may be thrown or swept out of any windows or doors, nor may any mops, brooms, dusters, rugs, or bedding be shaken or beaten from any windows or doors, nor from any portion of the Common Elements. No screen or storm doors or windows openings which form part of the Common Elements, nor may any balcony enclosures be installed, erected, or created without the prior written consent of the Board.

30. Pets - No animals, reptiles, livestock, fowl, fish, turtles, or caged birds are permitted within any Unit or Common Elements with the exception of a pet cat or dog under **35 lbs.** Owners with pets are required to transport their pet(s) in the service/freight elevator. Pets must be on a leash and/or restrained at all times and accompanied by Owner when outside their home or not in the Unit.

Pets are prohibited in the Common Elements which include and are not limited to:

- 7th Floor Clubroom/Party Room
- Fitness Center
- Pool, Pool Deck
- Outdoor Kitchen Area
- Putting Green
- Lobby & Lobby Elevators
- Management offices
- Card Room / Concurrence Room
- Coffee Bar Area
- Lounge Area

Each Owner must ensure that the Owner's pet or that of any renter does not soil any Unit or Common Element and she/he is obliged to clean up any soilage that occurs thereon immediately thereafter. Should an Owner or their renter fails to clean up after their pet as aforesaid, a fine will be charged for the first occurrence. Should a second occurrence happen, an additional amount

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will be incurred. Owner will be given notice to permanently remove said pet from the Condominium Building within two (2) weeks after receiving a written request from the Board or the Manager.

Pets are restricted from within any General Common Elements, except the building corridors, service/freight elevator, the sidewalks and paved areas leading to the lobby or other areas including the Owner's parking space. Fines will be charged to violators.

31. **Dog Park** - The Dog Park is located on the west side of the building on ground level. Pets must be transported in the service/freight elevator. Enter and exit the Dog Park with your animal on a leash. Once inside the Dog Park, the pet can be released from the leash.

Each Owner must ensure that the Owner's pet or that of any renter collects, removes, and correctly disposes of any and all fecal matter left behind by said pet. Failure to do so will result in a fine of \$250 for each offense.

32. **Service/ Freight Elevator** - To reserve the service/freight elevator, you will need to visit the management office to check the calendar availability first. The "Reservation Binder" is located on the circular table. If the elevator is available, you may reserve it by writing your name on the calendar indicating whether you are reserving it for AM (8:00 am – 1:00 pm) or for PM (1:00 pm – 6:00 pm). The freight elevator may not be reserved by any one homeowner for "All Day". Please be sure to let the front desk know of your reservation. Notify your movers or construction crews that they are required to check-in upon arrival via the camera at the loading dock located at the back of the building. Homeowners/renters are responsible for making sure the elevator is left clean after using it.

33. **Motorized Vehicles** - No commercial vehicle, truck, trailer, van, personal watercraft, recreational vehicles, machinery,

or equipment, other than a private passenger automobile, motorcycle, station wagon, minivan, or truck not exceeding 7 feet in height may be parked on any portion of the Common Elements other than in a designated parking space, without the prior written consent of the Board.

No servicing or repairs may be made to any motor vehicle, nor to any other equipment of any kind, either on or within the Common Elements, or in any Unit.

No motor vehicle may be driven on or within any part of the Common Elements, other than on a driveway or designated parking area and visitor's motor vehicles may be parked only in those parking spaces marked for visitors. Owners may not park or store more vehicles than they are assigned spots without prior written approval from the Board.

Visitors' motor vehicles may be parked only in those parking spaces designated and marked for visitors.

Vehicles parked in Handicap Parking without proper license plates or placard displayed correctly will be subject to being tagged and towed.

The Board has the right to tag and tow vehicles for the following violations, including but not limited to:

- Expired Registration/License Plate
- Vehicle has flat tires
- Vehicle is leaking oil or other fluids
- Vehicle is inoperable
- Vehicle parked in a Fire Lane
- Vehicle parked in Handicap Parking without proper license plates or placard displayed correctly.

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34. **Electric Vehicles** – Owners, Residents, and Guests are prohibited from using the electrical outlets in any location within the garage or building, including from inside the storage units to charge vehicles. This is a serious matter and failure to comply with this rule, will result in a \$250 fine per day. Electric vehicle charging stations ("Juice Bar") are available for residents to use and is located on P2 in the garage area of The Shelton.

To utilize the "Juice Bar" to charge vehicles, you must first be set-up in the system. This will require you contacting the HOA Business office first. You will receive an email to begin your set-up process. A set-up fee of \$100 per vehicle will be assessed.

35. **Bicycle Storage** - For your convenience, bicycle storage is available. Please see the Management Office for more information. The Association assumes no liability for damaged or stolen bicycles.
36. **Breach of Rules and Regulations** - All cost and damages incurred by the Association as a result of a breach of these Rules and Regulations by any Owner will be borne by such Owner, and will be recoverable by the Association against such Owner in the same manner as Assessments.

Updated 08/08/2023