

## RULES AND REGULATIONS

### OF THE

### S.A. HERITAGE CONDOMINIUMS AT COPPERTREE

#### Obstructions

1. The sidewalks, entrances, passages, courts, public halls, elevators, vestibules, corridors, and stairways of the Project shall not be obstructed or used for any other purpose ingress to and egress from the Units in the Project. Fire exits shall not be obstructed in any manner.

#### State of Maintenance

2. Each Owner shall keep the Owner's Unit and any balcony or terrace to which the Owner has sole access in a good state of preservation and cleanliness.

It is the intent of the Board of Directors to control colors, materials and shapes of any element exposed to the public view to the extent that such elements aesthetically contribute to the architecture and style of the project, and for the purpose of enhancing and perfecting the value, desirability and attractiveness of the project.

#### Window Coverings

3. No interior or exterior shades, shutters, venetian blinds, awnings, or window guards shall be used within or about any Unit without the prior written approval of the Board of Directors. Approval shall not be unreasonably withheld.

#### Signs and Exterior Attachments

4. No awning or radio or television aerial shall be attached to or hung from the exterior of the Project and no sign, notice, advertisement, or illumination shall be inscribed or exposed on or at any window or other part of the Project without the prior written approval of the Board of Directors or the Managing Agent. Approval shall not be unreasonably withheld.

#### Ventilation and Air Conditioning Systems

5. No ventilator or air conditioning device shall be installed in any Unit without the prior written approval of the Board of Directors as to the type, location, and manner of installation of such device. Approval shall not be unreasonably withheld.

## Electric Equipment

6. All radio, television, and other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all the rules, regulations, requirements, and recommendations of the local fire authorities and the insurance underwriters of the Project. The Owner shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in the Owner's Unit. Any and all of such equipment shall not be visible, including wiring, from public view or from any other unit in the project.

## Lightweight Vehicles

7. No bicycles, scooters, motorcycles, or similar vehicles shall be taken into or from the Project through the main entrance or be allowed in any of the elevators other than the elevator designated by the Board of Directors or the managing agent for that purpose. No baby carriages or any of the vehicles mentioned above shall be allowed to stand in the public halls, passageways, courts or other public areas of the Project.

## Noise

8. No Owner shall operate or permit to be operated in the Owner's Unit any phonograph, radio, or television set in a manner as to disturb the other occupants of the Project. No Owner shall practice or permit to be practiced in the Owner's Unit either vocal or instrumental music for more than two hours in any day or between the hours of 10:00 p.m. and 9:00 a.m., unless noise is not detected by an owner of any other unit on the project.

## Use of Common Elements by Children

9. Children shall not play in the halls, elevators, vestibules, stairways, fire towers, or other areas except as designated by the Board of Directors.

## Animals

10. No bird, reptile, or animal shall be permitted, kept, or harbored in the Project, unless the bird, reptile, or animal shall be expressly permitted in writing by the Board of Directors. Consent, if given, shall be revocable by the Board of Directors in their sole discretion, at any time. In no event shall any bird, reptile, or animal be permitted in any of the public portions of the Project, unless carried or on a leash, or in any grass or garden plot under any condition. Notwithstanding the foregoing: one (1) dog, one (1) cat or one (1) bird per unit may be kept without the express written consent of the Board of Directors. However, if such bird, reptile or animal become a nuisance to other owners within the project, the Board of Directors may direct that a specific bird, reptile, cat or dog be removed from the project. No household pet over 25 pounds will be allowed. All pets, while on the Property, shall be under the direct and constant supervision of their owner. All pets, regardless of when acquired, must have current rabies shots and a copy of the rabies certificate must be provided to the Managing Agent.

Pet Owners may not:

1. Utilize patios, balconies, yards, etc. as toilet facilities for pets without immediate cleanup.
2. Wash or sweep feces or urine into common areas or driveways, carports, walkways, etc.
3. Allow pets to defecate or urinate in or around entrances or walkways.
4. Leave unattended pets in patios, yards, balconies or in any common area to become nuisance.
5. Allow pets to run free within the condominium project at any time.

### **Garbage**

11. All refuse from the Units shall be taken only to the designated refuse containers of the Project in the manner as the Board of Directors may direct.

### **Water Outlets**

12. Water closets and other water apparatus in the Project shall not be used for any purpose other than those for which they were designed. No sweepings, rubbish, rags, or any other articles shall be thrown into the water closets or other water apparatus. Any damage resulting from misuse of any water closet or other apparatus in an Unit shall be repaired and paid for by the Owner of the Unit.

### **Use of Condominium Employees**

13. No occupant of the Project shall send any employee of the Board of Directors out of the Project on any private business.

### **Pest Inspection**

14. On giving twenty-four (24) hours notice to the Owner, the agents of the Board of Directors and any contractor or workman authorized by the Board of Directors may enter any room or Unit in the Project at any reasonable hour of the day for the purpose of inspecting the Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate such vermin, insects, or other pests.

### **Cooking or Barbecuing on Terraces or Balconies**

15. No cooking or barbecuing shall be allowed if same would constitute a violation of the City of San Antonio Fire Code regarding barbecue pits and cooking devices, a copy of which marked Exhibit A is attached hereto and incorporated herein. The Board may upon written

request or by resolution approve a location for exterior cooking. However, in the event that such cooking becomes a nuisance to other Owners within the project, the Board of Directors may revoke such privileges to any Owner. Any damage, smoke, fire or otherwise, caused by any owner, whether to their unit or others shall be the responsibility of such owner and all costs associated with such damage shall be borne by such owner.

### **Passkeys**

16. The Board of Directors shall designate an individual who may retain a passkey and security codes to each Unit. The Owner shall not alter any lock or install a new lock on any door leading to the Owner's Unit without the prior written consent of the Board of Directors, the consent of whom shall not be unreasonably withheld. If such consent is given, the Board of Directors shall be provided with a key.

### **Parking**

17. No vehicle belonging to an Owner; a member of an Owner's family; or a guest, tenant, or employee of an Owner shall be parked in a manner as to impede or prevent ready access to any passageway, entrance or exit to or from the Project.

### **Storage Space**

18. The Board of Directors may from time to time curtail or relocate any space devoted to storage or service purposes in the basement of the Project.

### **Complaints**

19. Complaints regarding service at the Project shall be made in writing to the Board of Directors.

### **Amendments**

20. Any consent or approval given under these rules and regulations may be added to, amended, or replaced at any time by a resolution of the Board of Directors.

### **Use of Roof**

21. Owners, their families, guests, servants, employees, agents, visitors, and licensees shall not at any time or for any reason whatsoever enter on or attempt to enter on the roof of the Project. Only service contractors, with approval of the Board of Directors, may enter the roof for installation or repair of equipment, radio or T.V. reception device. The location of such device and the type of such device shall also require the Board of Director's approval.

### **Decorating Patios or Balconies**

22. No patio or balcony shall be enclosed, decorated, landscaped, or covered by any awning or other device without the consent in writing of the Board of Directors. Potted plants may be kept on balconies and front patios of units, however all pots, plants and the location of same that are in public view must be pre-approved by the Board of Directors. All plants must be kept in good condition and areas around swept clean and not be neglected.

### Inflammables

23. No Owner or any of the Owner's agents, servants, employees, licensees, or visitors shall at any time bring into or keep in the Owner's Unit any flammable, combustible, or explosive fluid, material, chemical, or other substance, except for normal household use.

### Entrusting Keys

24. If any key or keys are entrusted by an Owner, any member of an Owner's family, or the Owner's agent, servant, employee, licensee, or visitor to an employee of the Board of Directors, whether for the Owner's Unit, automobile, trunk, or other item of personal property, the entrusting of the key shall be at the sole risk of the Owner, and the Board of Directors shall not be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting from or connected with the entrustment of the key.

25. Attached hereto marked Exhibit B is a copy of the updated Rules and Regulations for the Coppertree Condominiums Owners Association. These Rules and Regulations are hereby adopted and incorporated herein as Rules and Regulations of this Association. To the extent that there is a conflict between this Association's Rules and Regulations the Rules and Regulations in Exhibit B, the Rules and Regulations which are stricter or more encompassing shall prevail.

Adopted by Resolution of the Board of Directors on 10/7, 1999.



Secretary  
S.A. HERITAGE CONDOMINIUMS  
AT COPPERTREE OWNER'S  
ASSOCIATION, INC.



# CITY OF SAN ANTONIO

FIRE PREVENTION DIVISION  
115 AUDITORIUM CIRCLE, 2ND FLOOR  
SAN ANTONIO, TEXAS 78205  
(210) 207-3410 FAX: (210) 207-7949

## PROPERTY MANAGER'S GUIDE FOR USE OF BARBEQUE PITTS AND COOKING DEVICES

IN RESPONSE TO NUMEROUS REQUEST FROM PROPERTY MANAGERS AND RESIDENTS OF MULTI-FAMILY DWELLINGS, APARTMENTS, CONDOS AND HOTELS AND TO INSURE A MORE FIRE-SAFE ENVIRONMENT FOR THESE CITIZENS, THE FOLLOWING REQUIREMENTS SHALL BE ENFORCED:

1. UNIFORM FIRE CODE (1985) CHAPTER 11, SECTION 11.116. FIRE HAZARD PROHIBITED. A PERSON SHALL NOT CONSTRUCT, ERECT, INSTALL, MAINTAIN OR USE ANY INCINERATOR OR BARBEQUE PIT OR SO BURN ANY COMBUSTIBLE MATERIAL SO AS TO CONSTITUTE OR OCCASION A FIRE HAZARD BY THE USE OR BURNING THEREOF OR AS TO ENDANGER THE LIFE OR PROPERTY OF ANY PERSON THEREBY.
2. IT HAS BEEN DETERMINED THAT THE USE OR BURNING OF ANY SUCH DEVICES UNDER THE FOLLOWING CONDITIONS SHALL CONSTITUTE A FIRE HAZARD AND IS STRICTLY PROHIBITED:
  - A. WITHIN 5 LINEAR FEET OF ANY COMBUSTIBLE SURFACE, INCLUDING BUT NOT LIMITED TO, DECKS, PORCHES, BALCONIES, WALLS OR VERANDAS.
  - B. BENEATH ANY BALCONY, PORCH, ROOF OVERHANG, DECK OR VERANDA.

### PROPANE TYPE BARBEQUE PITTS

1. STORAGE OF PROPANE GAS CYLINDERS ON BALCONIES IS STRICTLY PROHIBITED.
2. LIQUIFIED PETROLEUM GAS (PROPANE) CYLINDERS OR CONTAINERS SHALL NOT BE LOCATED INSIDE A BUILDING OR WITHIN 10 FEET OF ANY BUILDING OR ADJOINING PROPERTY LINE.

**UPDATED RULES AND REGULATIONS FOR  
COPPERTREE CONDOMINIUM OWNERS' ASSOCIATION**

**TO: All Owners/Tenants**  
**FROM: The Board of Directors**  
**EFFECTIVE DATE: August 15, 1997**

Coppertree Condominiums Owners' Association (hereinafter CCOA) by virtue of the Declaration dated 23, January 1984 and filed with the Bexar County records and the ByLaws of the CCOA adopted on March 20, 1986, the Board of Managers (hereinafter "Board") of the CCOA adopts, publishes, makes mandatory, and declares the following Rules and Regulations (hereinafter "Rules") for all resident owners, , family members, tenants, guests, adult and children, with respect to any and all condominium units (hereinafter "units") in the CCOA. All property not contained within a Unit shall be referred to herein as "Common Property," except the General Common Elements reserved for the exclusive use of the Owner of a Unit shall be referred to as "Limited Common Elements."

**I. GENERAL:**

- a. These Rules shall be sent to each Owner at the Owner's last known address. It shall be the duty of the Owner to provide residents with a copy.
- b. It shall be the duty of each Owner to notify the CCOA of any change of address.
- c. It shall be the duty of each Owner to provide the CCOA with the name and address of any mortgage company and a Certificate of Insurance verifying the interior structure of the Unit is insured and that the Owner has liability insurance.
- d. The Owner shall be liable for any willful or negligent act of the Owner or Tenant.
- e. The CCOA shall have the right to enter a Unit in an emergency situation to prevent damage to other Units or Common areas. If the Owner/Tenant is unavailable or fails to allow entry, the CCOA may enter, and the cost to gain entry and any resulting damage repair costs shall be the responsibility of the Owner or CCOA depending on the cause of the problem.
- f. Each Unit shall be used for residential purposes as single family dwelling and for no other purpose. No Unit shall be used for transient or hotel purposes. No lease of any Unit shall be for less than the entire Unit.
- g. Violation of any of these Rules may result in injunctive relief, or an action to recover sums for damages or any sums allowed by law. As a member of the Association, nothing contained herein shall prevent an Owner from bringing an action against another Owner to enforce a Rule.

**II. ASSESSMENTS:** The Board of the CCOA shall notify each Owner of that owner's pro rata share of the common expenses to be made in monthly payments.

- a. Assessment payments are due on the first of each month. The payment is late if the received or post marked after the tenth of the month. When an Owner is 30 days in arrears in paying his assessment, CCOA shall send a notice to the Owner's last known address. Owner will be advised that if not paid within 30 additional days, the arrears the account will be turned over to an attorney for collection at the Owner's expense.

- b. The Attorney will file a lien with Bexar County for all assessment and collection expenses due. In order to revoke the lien, Owner must pay the cost of preparing, releasing, and filing lien and lien release, including attorney fees. All delinquencies not resolved will result in the Attorney filing for foreclosure.
- c. The Board may deny the right of any Owner to vote and deny any Owner or his Tenant's use of the Common Property and amenities to include the pool and gate access for any period during which any assessment against his Unit is not paid.
- d. All checks returned to CCOA shall be levied a \$50.00 charge regardless of the reason for the return.

### III. USE OF PROPERTY:

- a. The Common Property may be used only by Owners, Tenants, and their Guests. No Owner, Resident or Guest shall obstruct, damage, or unreasonably interfere with the Common Property.
- b. The Board may deny the Owner's right to vote and any Owner or his Tenants use of amenities to include, but not limited to gate access and pool use, until the account is brought current.
- c. Nothing shall be stored on the Common Property. No Owner or Resident shall do anything to adversely affect CCOA insurance or commit any illegal act on the premises.
- d. No signs, posters, or banners shall be displayed by any Owner, Guest, or Resident, including for-sale or for-rent signs, political signs, or decorative signs in any common area. The Board has authorized protection stickers and sale or rent signs not exceeding 18x24 inches in the front window of the residential unit only.

### IV. NUISANCES:

- a. No Owner, Guest, or Resident shall:
  - 1. Conduct any noxious or offensive activity on the Property;
  - 2. Make or permit any loud noises or noxious odors on the Property;
  - 3. Use any loud speakers, horns, whistles, bells, or other sound devices, noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles in any common or limited common area.
  - 4. Nothing shall be allowed that will interfere with TV or radio reception. No antennas, dishes, or other receiving devices may be visible to the public or attached to a building structure without written permission of the Board.

### V. RUBBISH AND GARBAGE:

- a. THE DUMPSTERS LOCATED ON THE PROPERTY ARE FOR HOUSEHOLD WASTE USE ONLY. No furniture, lumber, large metal pieces, etc.
- b. All rubbish/garbage shall be placed inside the dumpsters and doors/lids shall be kept closed at all times.
- c. No furniture, appliances, packing boxes, tree limbs, or other large items are to be placed in or around the dumpsters or on any other part of the Common Property. IT IS THE OWNERS'/TENANTS' RESPONSIBILITY TO PROPERLY DISPOSE OF THESE ITEMS. ANY ONE VIOLATING THIS RULE SHALL BE CHARGED A REMOVAL FEE.



- d. No rubbish, garbage, or personal property (including plants) shall be placed on the walkway or any other Common Property.

#### VI. STRUCTURAL MODIFICATIONS:

An Owner, when exercising his right and responsibility of repair, maintenance, replacement, or remodeling shall never alter in any manner whatsoever the exterior appearance of his Unit or make any structural additions, alterations, changes or additions to a Unit or to the Limited Common Elements (including the painting, refinishing, or refurbishing thereof) without the prior written consent of the CCOA or the Architectural Committee. This includes the painting of the patio slab or fence. This also includes decks, deck/patio covers, storage sheds, etc.

#### VII. PORCHES AND PATIOS:

- a. No clothes, cloth, towels, sheets, either wet or dry, shall be placed, hung, or aired on any porch or patio. Nothing shall be placed on or hung from the fences of the units.
- b. No bicycles, toys, unsightly objects, or general storage items of any kind shall be kept on the front porches. Any patio furniture or other articles visible from a patio or porch shall be in good repair.
- c. Generally, each Owner or Tenant shall keep his porch and patio so as not to detract from the visual attractiveness of the Property.
- d. Any seasonal decorations placed on the porches, patios, in shrubs, trees, or windows must be removed within two weeks after the applicable Holiday.
- e. Watering hoses should be wound and hung up.

#### VIII. WINDOWS AND DOORS:

- a. All exterior doors shall be kept clean and in good repair. All non-serviceable/weather-beaten storage doors will be replaced at the Owner's expense, to include hanging and painting.
- b. No burglar bars on doors or windows may be installed on the outside of Unit except sliding patio doors. Bars on windows must be indoor-type and painted white. Bars on the sliding patio doors must match the existing color scheme of the building or the trim. If bars presently installed in Units do not conform, Owners will have 30 days to repaint or replace them after notice is given.
- c. All storm doors must be approved by the CCOA and must match the existing color scheme.
- d. No windows or patio doors shall have broken glass or be in disrepair.

#### IX. MOTOR VEHICLES AND BICYCLES:

- a. NO VEHICLE OF ANY TYPE SHALL BE OPERATED OVER 15 MPH ON THE PROPERTY.
- b. No trailers, mobile homes, boats, recreational vehicles, or campers are to be permitted on or in the Common Elements for more than three days.
- c. No one shall park next to any curb painted red or other no-parking zone.

- d. THERE IS NO WASHING, OIL CHANGING, OR REPAIRING OF VEHICLES OF ANY TYPE ALLOWED ON PROPERTY.
- e. No commercial trucks larger than a pickup nor delivery vans shall be allowed to park overnight.

X. WATER SHUT-OFF VALVES AND INDIVIDUAL AIR CONDITIONING UNITS:

- a. The water shut-off valves are Common Property under the control of the CCOA. No Owner or Tenant shall turn off, tamper with, or otherwise interfere with any water shut-off valve or common water pipe except to prevent immediate damage to his Unit, immediately notifying other residents of the building. Prior to performing any work to any Common Plumbing, the Managing Agent must be contacted.
- b. All broken or disconnected air conditioning units must be removed from Coppertree property by the Owner or Resident.

XI. POOL:

- a. There are no lifeguards on duty. All swimming is at the risk of the swimmers, or their parents if swimmer is underage. No one under eighteen (18) may swim or be in the pool area without a responsible adult present.
- b. Only three (3) guests per Unit are allowed at any time, and all guests must be accompanied by an Owner or Resident.
- c. Appropriate attire is required. No cutoffs, shoes, or street clothes, or children in diapers are allowed in the pool.
- d. No food, cooking, glass containers, pets, or loud music is allowed in the pool area.
- e. No diving, running, nor physical water games that would prohibit others from enjoying the pool or cause a risk of injury to some is allowed.
- f. Pool hours will be posted at the pool. Any additional Rules posted at the pool will be deemed to be part of this document.
- g. Infractions of the above-listed rules could result in the loss of pool privileges.

XII. ANIMALS AND LIVESTOCK:

- a. Household pets (dogs, cats, birds, fish) are allowed subject to the following:
  - 1. Only two (2) pets are allowed per Unit (excluding fish).
  - 2. No pets over 25 pounds will be allowed.
  - 3. No household pets may be bred for commercial purposes. If any litters are produced, they will not be allowed to remain on the premises.
  - 4. No household pets (including cats) will be allowed to run loose.
  - 5. All dogs must be on leashes and in control of a person capable of controlling the animal. Owner must carry and use a "pooper-scooper."

6. Owners and Residents shall be absolutely liable for any damage caused by their pets.
7. All pets, regardless of when acquired, must have current rabies shots and a copy of the rabies certificate must be provided to the Managing Agent.

### XIII. LANDSCAPING:

- a. No gardening, planting, or removal of plants shall be done by any Owner or Tenant on the Common Property without the written permission of the Board. Owners may plant and care for their own plants in their Limited Common Areas.
- b. Trees growing in Limited Common Areas (backyards) are the Owner's responsibility. They shall be kept cut back to prevent damage to buildings or fences and must be removed if dead.
- c. The Owners/Tenants shall maintain the visual attractiveness of the Limited Common Areas (backyards). This will include mowing grass or weeds and removing all unsightly objects and debris.

### XIV. FIRE SAFETY: (according to San Antonio Uniform Fire Code, Chapter 11)

- a. Open-flame barbecue pits cannot be used within five linear feet of any combustible surface, including decks, porches, fences, or underneath any porch or deck overhang.
- b. Electric barbecue pits are allowed as long as they do not have an open flame. A non-combustible or metal lid with a handle will be required to fit over the entire cooking service in case of a flare-up.
- c. Barbecuing will be allowed within Limited common Elements only.
- d. IN THE EVENT THAT AN OWNER OR RESIDENT IS SEEN VIOLATING CITY ORDINANCE, THE FIRE DEPARTMENT, WHOSE FINES RANGE FROM \$100 - \$2,000, WILL BE CALLED.

### XV. TENANTS AND LESSEES:

- a. Before a new Tenant moves in, it will be Owner's or Leasing Agent's responsibility to insure that Tenant report to Managing Agent's Office for the gate card, insurance information, and pool key. The Owner or leasing Agent must also provide the Managing Agent with the following:
  1. A copy of the lease agreement,
  2. A statement regarding pets, if any, the type, weight, and rabies certificate,
  3. Description and license-plate numbers of vehicles the Tenant owns and will park overnight on the Property.
  4. A copy of a Certificate of Insurance showing that the interior structure of the Unit is insured and that the Owner has liability insurance, and
  5. Any Management Agreement or Power of Attorney.
- b. Each Owner or Leasing Agent shall furnish his Lessee with a copy of these Rules. Additional copies of these Rules, Declaration, and Bylaws can be purchased for the Managing Agent.
- c. It shall be the duty of each Owner to notify the Managing Agent of any change of the Lessee of a Unit. All Residents must be registered with the Management Agent.

**XVI. SALE OF UNIT:**

- a. When a Unit is placed for sale, the Managing Agent must be immediately provided the name of the selling agent.
  
- b. Before moving in, all new Owners must provide the Managing Agent with the following information/documents:
  - 1. A statement that the Owner has obtained a copy of the Declaration, ByLaws, and Rules from the seller or Title Company.
  - 2. Signature for gate-entry passcards.
  - 3. A statement regarding any pets and if so, the type, weight, and rabies certificate.
  - 4. Description and license plate numbers of vehicles the Owner owns.
  - 5. A copy of the Certificate of Insurance showing that the interior structure of the Unit is insured and that the Owner has liability insurance.

**XVII. PENALTIES:**

- a. Nothing contained in this section shall prevent the Board from seeking judicial or injunctive relief. Should a violation continue, then court action under the Texas Property Code may be taken.

Copies of Rules:	\$ 3.00	plus \$0.64 postage payable to Coppertree
Copies of Declaration and Bylaws:	\$20.00	plus \$2.50 postage payable to Coppertree
Gate-Entry Passcards:	\$10.00	only to Owners in good standing payable to Coppertree
Pool Keys:	\$ 2.00	only to Owners in good standing payable to Coppertree
Transfer fee for sale or refinance:	\$25.00	payable to Kyse & Associates Management Co., Inc.

Kyse & Associates Management Company  
8930 Wurzbach Road, Suite 270  
San Antonio, Texas 78240. -- --  
Phone: (210) 344-2222

**XVI. SALE OF UNIT:**

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- b. Before moving in, all new Owners must provide the Managing Agent with the following information/documents:
  1. A statement that the Owner has obtained a copy of the Declaration, ByLaws, and Rules from the seller or Title Company.
  2. Signature for gate-entry passcards.
  3. A statement regarding any pets and if so, the type, weight, and rabies certificate.
  4. Description and license plate numbers of vehicles the Owner owns.
  5. A copy of the Certificate of Insurance showing that the interior structure of the Unit is insured and that the Owner has liability insurance.

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**Kyse & Associates Management Company**  
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