

**NOTICE OF FILING OF DEDICATORY INSTRUMENTS  
FOR  
SPRINGTREE CROSSING CONDOMINIUMS  
(2021 Legislative Policies; Amended Rules and Regulations)**

**STATE OF TEXAS                                   §  
  §       **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF DALLAS                         §**

**THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR SPRINGTREE CROSSING CONDOMINIUMS** (this "Notice") is made this 18 day of January, 2022, by Springtree Crossing Condominium Association (the "Association").

**WITNESSETH:**

**WHEREAS**, the Association is the condominium association created to manage or regulate the condominium subject to the Declaration, recorded on or about September 5, 1980, in Volume 80176 Page 0328 of the Real Property Records of Dallas County, Texas (the "Declaration"); and

**WHEREAS**, Section 202.006 of the Texas Property Code provides that a condominium association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the condominium is located; and

**WHEREAS**, the Association desires to record the dedicatory instruments attached hereto as **Exhibit "A"** pursuant to and in accordance with Section 202.006 of the Texas Property Code.

**NOW, THEREFORE**, the dedicatory instruments attached hereto as **Exhibit "A"** are a true and correct copies of the originals and are hereby filed of record in the Real Property Records of Dallas County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

**IN WITNESS WHEREOF**, the Association has caused this Notice to be executed by its duly authorized agent as of the date first above written.

**Springtree Crossing Condominium Association,  
A Texas non-profit corporation**

By: Elías R. Desalegn  
Name: ELIAS DESALEGN  
Title: President

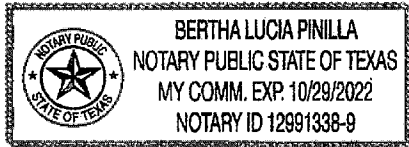
**ACKNOWLEDGEMENT**

STATE OF TEXAS                   §  
  §  
COUNTY OF DALLAS           §

BEFORE ME, the undersigned authority, on this day personally appeared Elias R Desalegn President of Springtree Crossing Condominium Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 1<sup>st</sup> day of January, 2021. BLP  
2022

Bertha Lucia Pinilla  
Notary Public, State of Texas



My Commission Expires: 10/29/2022

**EXHIBIT "A"**

- A-1 Document Inspection and Copying Policy
- A-2 Document Retention Policy
- A-3 Religious Item Display Guidelines
- A-4 Amended Rules and Regulations

**SPRINGTREE CROSSING CONDOMINIUM ASSOCIATION**

**DOCUMENT INSPECTION AND COPYING POLICY**

**WHEREAS**, pursuant to Section 82.1141(h) of the Texas Uniform Condominium Act, the Board of Directors of Springtree Crossing Condominium Association (the "Association") is required to adopt a records production and copying policy that prescribes the costs the Association will charge for the compilation, production and reproduction of the Association's books and records.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with the procedures set forth by Section 82.1141(h) of the Texas Uniform Condominium Act, that the following procedures and practices are established for the compilation, production and reproduction of the Association's books and records, and the same are to be known as the "Document Inspection and Copying Policy" of the Association (hereinafter the "Policy").

1. Purpose. The purpose of this Policy is to establish orderly procedures for the levying of fees and for notifying owners of the costs to be incurred associated with the compilation, production and reproduction of the Association's books and records in response to an owner's request to inspect the Association's records.

2. Records Defined. The Association's books and records available for inspection and copying by owners are those records designated by Section 82.1141 of the Texas Uniform Condominium Act. Pursuant to Section 82.1141(c) of the Texas Uniform Condominium Act, an attorney's files relating to the Association (excluding invoices requested by an owner for attorney's fees and other costs relating only to a matter for which the Association seeks reimbursement of the fees and costs from the owner) are not records of the Association, are not subject to inspection by owners, or production in a legal proceeding. Further, pursuant to Section 82.1141(j), the Association is not required to release or allow inspection of any books and records relating to an employee of the Association, including personnel files, or any books and records that identify the violation history of an individual owner, an owner's financial information, including records of payment or nonpayment of amounts due the Association, an owner's contact information, or a unit owner's address absent the express written approval of the owner whose information is the subject of the request or a court order requiring disclosure of such information.

3. Individuals Authorized to Inspect Association's Records. Every owner of a unit in the Association is entitled to inspect and copy the Association's books and records in compliance with the procedures set forth in this Policy. An owner may submit a designation in writing, signed by the owner, specifying such other individuals who are authorized to inspect the Association's books and records as the owner's agent, attorney, or certified public accountant. The owner and/or the owner's designated representative are referred to herein as the "Requesting Party."

4. Requests for Inspection or Copying. The Requesting Party seeking to inspect or copy the Association's books and records must submit a written request via certified mail to the Association at the mailing address of the Association or its managing agent as reflected on the

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tabbles  
**EXHIBIT**  
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Association's most current management certificate filed under Section 82.116 of the Texas Uniform Condominium Act. The request must contain sufficient detail describing the requested Association's books and records, including pertinent dates, time periods or subjects sought to be inspected. The request must also specify whether the Requesting Party seeks to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records to the Requesting Party.

5. Response. If the Requesting Party elects to inspect the Association's books and records, the Association shall notify the Requesting Party within ten (10) business days after receiving the Requesting Party's request of the dates during normal business hours that the Requesting Party may inspect the requested books and records (the "Inspection Notice") or upon receipt of the owner's payment of the estimated cost of production if the Association elects to require payment in advance as discussed in Subsection 8 below. If the Requesting Party elects to receive copies of the Association's books and records, the Association shall produce the requested books and records within ten (10) business days after receiving the Requesting Party's request, or upon receipt of the owner's payment of the estimated cost of production if the Association elects to require payment in advance as discussed in Subsection 8 below.

If the Association is unable to produce the requested books and records by the 10<sup>th</sup> business day after the date the Association receives the request, the Association must provide written notice to the Requesting Party (the "Inspection Delay Letter") that (1) the Association is unable to produce the information by the 10<sup>th</sup> business day after the date the Association received the request, and (2) state a date by which the information will be either sent or available for inspection that is not later than fifteen (15) days after the date of the Inspection Delay Letter.

6. Inspection Procedure. Any inspection shall take place at a mutually-agreed upon time during normal business hours. All inspections shall take place at the office of the Association's management company or such other location as the Association designates. No Requesting Party or other individual shall remove original records from the location where the inspection is taking place, nor alter the records in any way. All individuals inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association's or management company's office or the operation of any other office where the inspection or copying is taking place.

At such inspection, the Requesting Party may identify such books and records for the Association to copy and forward to the Requesting Party. The Association may produce all requested books and records in hard copy, electronic, or other format reasonably available to the Association.

7. Costs Associated with Compilation, Production and Reproduction. The costs associated with compiling, producing and reproducing the Association's books and records in response to a request to inspect or copy documents shall be as follows:

(a) Copy charges.

(1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$0.10 per

page or part of a page. Each side that contains recorded information is considered a page.

(2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

- (A) Diskette--\$ 1.00;
- (B) Magnetic tape--actual cost
- (C) Data cartridge--actual cost;
- (D) Tape cartridge--actual cost;
- (E) Rewritable CD (CD-RW)--\$ 1.00;
- (F) Non-rewritable CD (CD-R)--\$ 1.00;
- (G) Digital video disc (DVD)--\$ 3.00;
- (H) JAZ drive--actual cost;
- (I) Other electronic media--actual cost;
- (J) VHS video cassette--\$ 2.50;
- (K) Audio cassette--\$ 1.00;
- (L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper)--\$0.50;
- (M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic)--actual cost.

(b) Labor charge for locating, compiling, manipulating data, and reproducing information.

(1) The charge for labor costs incurred in processing a request for information is \$15.00 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) When confidential information is mixed with non-confidential information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the information. A labor charge shall not be made for redacting confidential information for requests of fifty (50) or fewer pages.

(3) If the charge for providing a copy of information includes costs of labor, the Requesting Party may require that the Association provide a written statement as to the amount of time that was required to produce and provide the copy, signed by an officer of the Association. A charge may not be imposed for providing the written statement to the requestor.

(c) Overhead charge.

(1) Whenever any labor charge is applicable to a request, the Association may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the Association chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges.

(2) An overhead charge shall not be made for requests for copies of fifty (50) or fewer pages of standard paper records.

(3) The overhead charge shall be computed at twenty percent (20%) of the charge made to cover any labor costs associated with a particular request (example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, \$15.00 x .20 = \$ 3.00).

(d) Postal and shipping charges. The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the Requesting Party.

8. Payment. Upon receipt of a request to inspect and/or copy documents, the Association may require the Requesting Party to pay the estimated costs associated with production and copying in advance. If the estimated cost of compilation, production and reproduction is different from the actual cost, the Association shall submit a final invoice to the owner on or before the 30<sup>th</sup> business day after the Association has produced and/or delivered the requested information. If the actual cost is greater than the estimated amount, the owner must pay the difference to the Association within thirty (30) business days after the date the invoice is sent to the owner, or the Association will add such additional charges as an assessment against the owner's property in the Association. If the actual cost is less than the estimated amount, the Association shall issue a refund to the owner within thirty (30) business days after the date the invoice is sent to the owner.

9. Definitions. The definitions contained in the dedicatory instruments of the Association are hereby incorporated herein by reference.

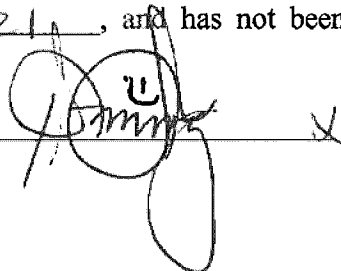
10. Conflicts. In the event of any conflict between Section 82.1141(h) of the Texas Uniform Condominium Act and any restrictions contained in any dedicatory instrument of the Association, Section 82.1141(h) and this policy control.

**IT IS FURTHER RESOLVED** that this Document Inspection and Copying Policy is effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing policy was adopted by the Board of Directors at a meeting of same on November 16, 2021, and has not been modified, rescinded or revoked.

DATE: 12/14/21

Secretary

A handwritten signature in black ink, appearing to be "A. Smith", written over a horizontal line. The signature is stylized and includes a large loop at the end.



## SPRINGTREE CROSSING CONDOMINIUM ASSOCIATION

### DOCUMENT RETENTION POLICY

**WHEREAS**, pursuant to Section 82.1141(l) of the Texas Uniform Condominium Act, the Springtree Crossing Condominium Association (the "Association") is required to adopt a document retention policy for the Association's books and records.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with the procedures set forth by Section 82.1141(l) of the Texas Uniform Condominium Act, that the following procedures and practices are established for the maintenance and retention of the Association's books, records and related documents, and the same are to be known as the "Document Retention Policy" of the Association.

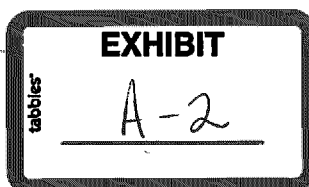
1. Purpose. The purpose of this Document Retention Policy is to ensure that the necessary records and documents of the Association are adequately protected and maintained.

2. Administration. The Association is in charge of the administration of this Document Retention Policy and the implementation of processes and procedures to ensure that the Records Retention Schedule attached as Exhibit "A" is followed. The Board is authorized to make modifications to this Records Retention Schedule from time to time to ensure that it is in compliance with local, state and federal laws and that the schedule includes the appropriate document and record categories for the Association.

3. Suspension of Record Disposal in Event of Litigation or Claims. In the event the Association is served with any subpoena or request for documents or the Association becomes aware of a governmental investigation or audit concerning the Association or the commencement of any litigation against or concerning the Association, all documents relating or pertaining to such investigation, claim or litigation shall be retained indefinitely, and any further disposal of documents shall be suspended and shall not be reinstated until conclusion of the investigation or lawsuit, or until such time as the Board, with the advice of legal counsel, determines otherwise.

4. Applicability. This Document Retention Policy applies to all physical records generated in the course of the Association's operation, including both original documents and reproductions. It also applies to electronic copies of documents. Any electronic files that fall under the scope of one of the document types on the Records Retention Schedule below will be maintained for the appropriate amount of time. Documents that are not listed on Exhibit "A", but are substantially similar to those listed in the Records Retention Schedule, should be retained for a similar length of time.

This policy shall supersede and replace any previously adopted policy to the extent that the terms of such policy are inconsistent with this policy. In the event of any conflict between Section 82.1141(l) of the Texas Uniform Condominium Act and any restrictions contained in any dedicatory instrument of the Association, Section 82.1141(l) and this policy control.

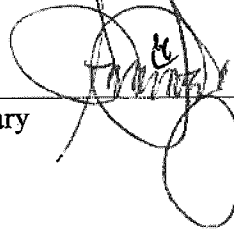


**IT IS FURTHER RESOLVED** that this Document Retention Policy is effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing policy was adopted by the Board of Directors at a meeting of same on November 16, 2021, and has not been modified, rescinded or revoked.

DATE: 12/16/21

Secretary



A handwritten signature in black ink, consisting of several overlapping loops and a final flourish, is written over a horizontal line. To the right of the signature, there is a small handwritten mark that resembles a checkmark or the letter 'X'.

**A EXHIBIT A – RECORD RETENTION SCHEDULE**

**A. DEDICATORY INSTRUMENTS/GOVERNING DOCUMENTS**

Any certificates of formation, bylaws, dedicatory instruments, and all amendments to the certificates of formation, bylaws, and dedicatory instruments Permanently

**B. FINANCIAL RECORDS**

Financial books and records 7 years

**C. RECORDS OF OWNERS' ACCOUNTS**

Account records of current unit owners 5 years

**D. CONTRACTS**

Contracts with a term of one year or more 4 years after expiration

**E. MEETING MINUTES**

Minutes of meetings of the unit owners and the board 7 years

**F. TAX RETURNS AND AUDIT RECORDS**

All tax returns and audit records for the Association 7 years

**SPRINGTREE CROSSING CONDOMINIUM ASSOCIATION**

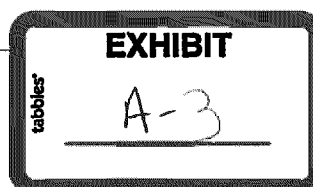
**RELIGIOUS ITEM DISPLAY GUIDELINES**

**WHEREAS**, Section 202.018 of the Texas Property Code precludes associations from adopting or enforcing a provision in a dedicatory instrument which prohibits an owner or resident from displaying or affixing on the owner's or resident's property or dwelling one or more religious items the display of which is motivated by the owner's or resident's sincere religious belief; and

**WHEREAS**, pursuant to Section 202.018(b) of the Texas Property Code, Springtree Crossing Condominium Association (the "Association") is permitted to adopt and enforce certain limitations on the display of religious items.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with Section 202.018 of the Texas Property Code, the Association adopts the following guidelines to govern the display of religious symbols (the "Guidelines").

- A. An owner or resident may not display or affix a religious item on the owner or resident's property or dwelling which:
  - 1. threatens the public health or safety;
  - 2. violates a law other than a law prohibiting the display of religious speech;
  - 3. contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content;
  - 4. is installed on property:
    - (a) owned or maintained by the Association; or
    - (b) owned in common by members of the Association;
  - 5. violates any applicable building line, right-of-way, setback, or easement; or
  - 6. is attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.
- B. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.
- C. In the event of any conflict between Section 202.018 of the Texas Property Code and any restrictions contained in any dedicatory instrument of the Association, Section 202.018(b) and these Guidelines control.

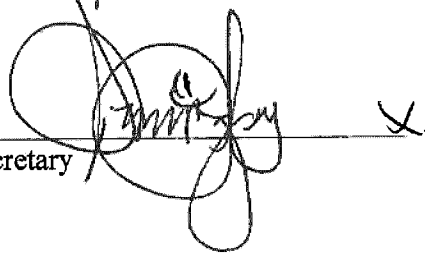


**IT IS FURTHER RESOLVED** that these Religious Item Display Guidelines are effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing guidelines were adopted by the Board of Directors at a meeting of same on November 16, 2021, and have not been modified, rescinded or revoked.

DATE: 12/14/21

Secretary

A handwritten signature in black ink, written over a horizontal line. The signature is stylized and appears to be "J. Smith". To the right of the signature, there is a small handwritten mark that looks like a checkmark or the letter "X".

### Amended Rules & Regulations

The rules and regulations of the Springtree Crossing Condominium Association (the "Association") have been established to assure a safe, harmonious environment for the homeowners and tenants of the Springtree Crossing Community. These rules and regulations have been formulated by the Association and may be altered from time to time. They are designed to provide directions about matters of common concern.

The Association previously adopted Rules & Regulations dated December 12, 2011 and recorded on or about December 20, 2011 as Instrument No. 201100330330 (the "2011 Rules"). These Amended Rules & Regulations are intended to fully amend and replace the 2011 Rules.

Compliance with the standards of the complex is critical to ensure a quality living environment for all residents.

1. Each homeowner and tenant is subject to all of the Association documents and Rules and Regulations.
2. Non-resident & resident owners are responsible for the conduct of their tenants and their guests.
3. Non-resident & resident owners are responsible for providing their tenants with adequate knowledge of the Bylaws and Rules and Regulations of the Association.
4. As determined by the Board of Directors, fines will be assessed for noncompliance by owners, tenants and guests with these Rules and Regulations and the Declaration and Bylaws. The fines will increase in amount on subsequent violations.
5. Whether or not it is stated in the lease, all leases are deemed to contain an obligation that the tenant must comply with all provisions of the Declaration, Bylaws and rules and regulations of the Association, and that any violation thereof is deemed to be a default under the lease. Tenants are subject to eviction for violation of the Declaration, Bylaws or the Rules and Regulations of the Association.
6. Each owner or tenant is responsible for obtaining a copy of the Rules and Regulations from the management company.

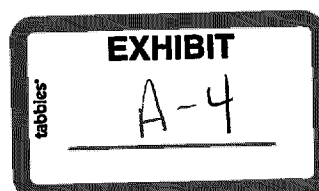
### FACILITIES

1. There are two pools on the property. Each resident is required to have a pool key for access to the pool gates and the bathrooms. A pool key is available from the Association manager for a nominal fee.
2. One reserved parking space is provided for each unit. Visitor parking is provided as available. Residents must alert their guests to park only in non-reserved spaces or have their vehicles subject to towing at the vehicle owner's expense. Parking in fire lanes is not permitted. No vehicle may occupy or obstruct more than one parking space. A towing company authorized by the Association will tow illegally parked vehicles at the vehicle owner's expense. No warning notices are required. Contact the management company for your parking space number.

### LEASING AND OCCUPANCY STANDARDS.

All homeowners who lease their units are required to abide by the occupancy standards adopted by the Board of Directors. These standards are within Federal and State Fair Housing Guidelines and apply to all Springtree units in which tenants reside.

1. Occupancy in a rental unit is limited to a maximum of two persons per bedroom. State and/or Federal exceptions may apply. The unit if rented must be rented in whole, not in part, and must be rented for no less than 30 days at a time. It is not the intent of this provision to exclude from a Unit any individual who is authorized to so remain by any local, state, or federal law.
2. A fine will be assessed against a homeowner who fails to comply with these occupancy standards. Subsequent fines may be assessed until such time as the owner is in compliance.
3. The Management Co. for Springtree Crossing may require a copy of a lease agreement between owner and tenant. Lease must contain names of all occupants, ages, and photo copy of drivers license.
4. Background Checks: All owners subject to this section of the Rules and Regulations will conduct a criminal



background check on all occupants of their unit, 18 years of age and older. Owners may be asked to provide the Association with a copy of the background report for any individual or if the individual cannot be identified for all occupants of a unit involved in the violation of the rules and regulations. If the background report is not provided within 72 hours of request the owner will be issued a fine and the Association may conduct its own background check and assess the owner for its cost. In addition to standard fines that are levied for the violation of the rules and regulations by tenants, owners will be asked to evict any occupant with a criminal history that is involved in a major infraction of the Rules and Regulations or in any way threatens the personal safety or property of another resident.

5. Lease Agreement and Identification: All owners are subject to this section of the Rules and Regulations and must use a written lease form.

- A copy of the signed lease must be provided to the Association (via the management company) within 30 days of occupancy.
- The lease will identify the name and age of each individual with the right to occupy the unit.
- A copy of the Rules and Regulations must be attached to, and made a part of, all lease contracts. The owner or his agent will review all items in the Rules and Regulations with each adult and teenage occupant of the unit. Each adult will sign the last page of the Rules and Regulations to verify that they understand and will obey the Rules and Regulations as a condition to living at Springtree Crossing. A copy of this signature page will be provided to the Association within 30 days of occupancy.

## **PARKING AND VEHICULAR REGULATIONS**

1. Assigned parking is only for residents. Visitors must park in non-reserved spaces, or on the public street.
2. Parking in fire lanes is not permitted. No vehicle may occupy or obstruct more than one parking space. A towing company authorized by the HOA will tow illegally parked vehicles at the owner's expense. No warning notices are required. Maximum of 4 cars allowed on the property per unit.
3. Contact the Management Co. for your parking space number.
4. All vehicles parked on Springtree property must be currently licensed, operable, and inspected. Vehicles not in compliance will be tagged as a 5-day warning issued to the owner. Failure to comply may result in the vehicle being towed after the warning period at the owner's expense. The unit owner may also be issued a fine on a daily basis for failure to comply. A current registration must always be displayed. Vehicles covered with fabric covers or anything that hides the license plates, registration, or identification from plain view will be considered stored and without current registration subject to immediate removal without notice and/or to fines.
5. Vehicles that are licensed, operable, and inspected may not be stored or parked in a non-reserved space for more than five consecutive days, or they will be subject to towing and the unit owner or landlord subject to fines. Repeat offences may result in fines charged and/or towing without notice.
6. Washing of cars, repair of cars, changing of fluids, or other vehicular maintenance activities are prohibited at all times. Any vehicle parked in a reserved space without the unit owner's authorization may be towed without notice at the vehicle owner's expense.
7. No boats, trailers, large trucks, or recreational vehicles may be parked on the property. If a resident has a temporary parking need, not to exceed five days, he/she should call the management office to apply for temporary parking. Large trucks and/or commercial vehicles may not be parked on the premises.
8. The maximum speed limit on the property is 10 mph.
9. Under no circumstances shall any vehicle be driven or parked in common areas except those areas specifically designated as streets and parking areas. (This means no parking on the lawn or sidewalk, even for purposes of moving furniture.)
10. Under no circumstance may any part of the property/parking lot be used for commercial purposes including the buying and selling of vehicles. Such vehicles may be towed without notice. The unit owner may also be fined for parking such vehicles on the property on a per vehicle per day basis. Additionally, vehicles not belonging to a resident may not be kept or stored on the property.
11. Vehicles which have flat tires or which appear inoperable due to missing parts, broken windows, broken doors, broken trunk, broken lights, etc. and junk vehicles that make the property look run-down are prohibited and may be towed immediately without notice. If a vehicle is inoperable, it may be towed without notice. Vehicles that leak oil or other fluids on the parking lot and driveway must be removed from the property. These residues, on the parking lot

must be cleaned-up by the owner of the vehicle immediately. The HOA may tow these vehicles immediately without notice. Any owner or owner whose tenant or lessee violates these rules and regulations may be fined.

## **SWIMMING POOL REGULATIONS**

1. A pool key from management is required to gain access to the swimming pools and bathroom facilities.
2. No running, diving, or boisterous play is permitted in the pool areas. Radios, CD players, etc. should be kept at a low volume to avoid disturbing residents.
3. No glass containers or alcohol of any kind are permitted in the pool areas.
4. No pets are allowed in the pools or pool areas. This is a public ordinance.
5. All persons using the swimming pools must be suitably dressed in swimsuits. Persons having open wounds or communicable diseases are not permitted to use the pools. Tee shirts and cut-offs are not permitted. Swimsuits must be worn at waist level. Shorts, baggy pants with visible undergarments are not allowed.
6. Any person who is not a competent swimmer, regardless of age, in the pools or pool areas must be accompanied by a competent swimmer of sufficient size and strength to assist in the case of an accident or emergency at all times. Violations of this rule should be reported immediately to the management office and the courtesy patrol officer. The Association does not employ lifeguards and any use of the pool area or pool is at the sole risk and responsibility of the individuals using these facilities and/or their legal guardians.
7. The life preservers and safety hooks must not be removed from their hangers except for emergency use.
8. Pool hours are from 10:00 A.M. to 9:00 P.M.
9. Only two guests per residence are permitted in the pool areas unless prior approval has been obtained from the Association Board of Directors. The host resident MUST accompany all guests.
10. Residents and their guests are responsible for removing all supplies and litter they bring to the pool areas. The pool gates are to remain closed and locked.
11. Homeowners and tenants will be held financially liable for damage or vandalism to items in the pool area including, but not limited to, pool furniture, Pool equipment, pool tiles, pool accessories, etc.
12. Pool areas may be closed from time to time or on any occasion that the Board deems necessary.

## **SECURITY RULES AND REGULATIONS**

1. A Courtesy Patrol Service may be contracted by the Association. The telephone number for the courtesy patrol officer is posted at the mail room area. This patrol service does not replace the police. In the event of an emergency, call 911 and then call the courtesy patrol officer. The Association further recommends that you notify the management company of any incidents regarding security.
2. Solicitors are not permitted on the property. Do not hesitate to call the courtesy patrol officer or the police if a solicitor knocks on your door or is on the property.
3. Keep in mind that effective security requires the cooperation and attention of all residents. Know your neighbors; know their cars; be familiar with your immediate area. Do not leave cars, windows, or exterior doors unlocked. While on vacation or out of the area, have your newspaper/mail/package delivery stopped and have a neighbor check on your property routinely.
4. Keep your exterior porch and/or patio lights burning at night. The electrical cost is minimal compared to the safety enhancement these lights provide. Maintenance of porch and patio lights is the resident's responsibility.
5. The exterior common lights are checked periodically. Report non-functioning exterior lights to the courtesy patrol officer or call the management company. Include the location of the light.
6. All residents are encouraged to keep their doors and windows locked. Do not leave valuables in your car. Do not leave purses, wallets, or keys in common areas such as the swimming pool.
7. Any individual on this property may be asked to provide identification at any time by the courtesy patrol. Failure to provide identification when asked by clearly identified courtesy patrol personnel is a rules violation.

## **FIRE EQUIPMENT AND PRECAUTIONS**

1. Each owner is advised to equip his/her unit with a fire extinguisher.
2. Homeowners are advised to equip their units with smoke alarms; this is a mandatory requirement for units occupied by tenants.



3. Christmas trees and seasonal decorations are permitted in individual units provided they are U.L. approved and flame retardant.
4. It is recommended that kitchen vent-a-hoods and fireplace flues/shafts be cleaned periodically to avoid possible fire hazards.
5. SYNTHETIC FIRE LOGS MAY NOT BE USED IN THE FIREPLACES. These logs burn too hot for the fireplace installations, thereby presenting a fire hazard.
6. In case of fire, residents are to dial 911 immediately, and then notify other residents.
7. The Dallas City fire code prohibits use of any outdoor cooking with gas or charcoal or open fire grills within ten (10) feet of any structure or overhang. The city's fine is very high. Outdoor cooking is only allowed at the barbecue grills/equipment installed and located near the center swimming pool. These grills should not be left unattended while in use. Outdoor cooking in any other areas of the property, including, but not limited to parking lots, sidewalks, patios, etc., can result in a fine of not less than \$500.

#### **ENTERTAINING GUESTS/SOCIALIZING**

1. Each owner and tenant is responsible for the conduct of his guests. All guests must abide by the Rules and Regulations of the Association.
2. No obnoxious or offensive activity shall be carried on that will offend other residents. This includes but is not limited to loud noises, vulgarity, and anything else that may become an unreasonable annoyance or a nuisance to any other resident. If you smoke cigars, cigarettes, etc., as a courtesy please do so outside. It is possible for the odor to penetrate from one unit to the next.
3. No resident shall make or permit any disturbing noises, including TV, radio, CD players, or other devices which interfere with the rights, comforts, or convenience of other residents.
4. Any resident who is planning a sizeable social event to be held in his condominium unit should alert his neighbors to the event and inform his guests of the parking rules and conduct of the Association.
5. A heavy traffic pattern of visitors into any unit will not be tolerated. Such individuals will not be considered as guests and will be stopped for questioning and identification.

#### **MOVING IN/MOVING OUT**

1. Owners and their tenants must take care not to damage any common areas of the community when moving in or out of the property. Any damage to the common areas caused by an owner, tenant, their agents, or visitors will be repaired at the expense of the homeowner.
2. Materials to be discarded such as large, unfolded boxes, mattresses, old furniture, and appliances may not be discarded in or around the dumpsters. If observed, fines will be assessed to the unit owner.
3. In consideration for your neighbors, moving into or out of any unit must be accomplished between the hours of 8:00 A.M. and 9:00 P.M.
4. Any damages to the common areas caused by an owner, lessee, their agents (e.g. moving company), or visitors will be repaired by the Association at the expense of the owner.
5. Moving company vehicles may not be loaded and unloaded anywhere other than in the parking lot.

#### **TRASH**

1. Several dumpsters are provided in the parking lots. If a dumpster is full, take trash to another dumpster on the property. Trash dumpsters are located in the parking area. All garbage, trash, and other waste must be placed inside these dumpsters. No large items such as furniture or appliances may be placed either inside or outside the dumpster but must be hauled off property for disposal at the owner's expense. Carpet or other bulky trash or construction or demolition material may not be placed inside or outside the dumpster and must be hauled off property for disposal at the owner's expense. All trash should be bagged and tied before putting it in the dumpster. Fines, cleanup, and any additional hauling/disposal charges will be charged to the unit owner.
2. Crush or fold boxes and compact trash to help provide space in the dumpsters. A recycle dumpster is provided at the south side of the property. Please use it especially for clean cardboard recycling. Only recyclable items as shown

on the recycle container may be placed in it. Absolutely no other items are to be discarded there. Fines will be charged for violating these rules.

3. Close the dumpster doors after discarding your trash.

4. Do not permit anyone to carry out the trash if they cannot reach or open and close the doors to the dumpsters.

5. Trash left outside the front door of a unit may result in fines. Please clean up spills to avoid fines.

6. The trash cans in the pool areas and by the mailboxes are not to be used to discard trash from inside units. Usage is limited only to unwanted mail or litter from the common areas.

## **PETS**

1. No resident may have a pet which exceeds 30 lbs. Full grown, adult weight.

2. Pet owners are responsible for all damages to the common areas caused by their pets.

3. All pets must be on a leash and must be accompanied by an owner when outside the residence. Repeat offenders will be fined by the Association and reported to the City of Dallas Animal Control Division.

4. Dogs, cats, fish, birds, and other household pets may be kept with a limit of no more than two pets per unit or two aquariums for fish, provided each animal is properly registered and vaccinated per local laws. Records of such must be provided to the association should a problem occur.

5. The City of Dallas requires pet owners to register cats and dogs each year. Proof of annual rabies vaccination is required. Failing to register a pet is a class C misdemeanor.

6. All dangerous, aggressive, or untamed animals, regardless of size or weight, shall be prohibited. Any animal which bites, attempts to bite, or threatens a resident or another resident's pet with harm will not be allowed on the property. All pet owners must carry liability insurance to protect others in the event of bites, etc. Proof of insurance must be provided immediately upon request by the Board or Management. Failure to do so may result in fine of no less than \$100 per day.

7. All animals must be kept within an enclosure or on a leash at all times. Any animal not under the control of its owner may be removed to an animal shelter.

8. If an owner cannot control the barking of a dog, or the annoying habits of any pet, or the pet interferes with the rights, comfort, or convenience of other owners, the pet's owner must make arrangement to permanently remove pet from the premises within three (3) days of the date such notice is given by the Board of Directors or Management.

9. All pet excrement must be promptly picked up and deposited in a suitable receptacle by the pet's owner. Failure to do so may result in notification to permanently remove the pet from the premises within three (3) days to the date such notice is given by the Board of Directors or Management.

10. There shall be no feeding of pets or stray animals in the common areas.

11. Any unit owner and pet owner shall be absolutely liable to each and all other owners and residents, their families, and guests for damage or injury sustained by any animal brought or kept upon the property.

## **COMMON AREAS**

1. The public paved areas of the community shall not be obstructed or used for any purpose other than the ingress and egress of a resident's unit and the parking of cars in compliance with the aforesaid rules.

2. Fire lanes shall not be obstructed at any time.

3. Walkways shall not be obstructed at any time. No articles, trash or other objects shall be placed in the walkways. No bicycles, scooters, shopping carts, or similar vehicles shall be allowed in common areas.

4. No littering or loitering is permitted.

## **MAINTENANCE**

1. The documents of the Association stipulate the respective responsibilities of the homeowner and the Association with regards to property maintenance. Each homeowner and tenant should be familiar with these stipulations when requesting service or repairs. Work orders must be called into the Association manager or submitted by way of the Association website. Work orders sent by text message are not valid.

2. Each owner and tenant should know where the water cut-off is to his building, and immediately turn the water off if there is a leak which cannot be controlled by an interior cut-off. If the leak is within the common walls, management

is to be contacted immediately. All interior water leaks are the responsibility of the homeowner.

3. Each owner is responsible for ensuring that no element in his control does harm or damage to fences, roofs, foundations, etc. Patios must be maintained according to public health standards and may not be used as supplemental storage areas. Any damage caused to common areas by elements in control of a homeowner will be the responsibility of the homeowner.

4. Maintenance of doors, window, window coverings, and screens is the responsibility of the homeowner.

5. The owner shall maintain and keep in repair the interior of his own unit, including the fixtures and equipment installed within the unit. (The By-Laws define the specific maintenance responsibilities of the owner versus the Association.)

6. The owner is responsible and liable for any and all damages caused by such owners, owner's family, owner's guests, owner's tenants or tenant's guests to the Common Elements.

7. The owner is responsible and liable for any and all damages caused by failure to maintain his unit, including the fixtures and equipment installed within the unit, to adjoining units or to the Common Elements. (Ruptured water heaters are a primary cause of damage. Damages from the failure of any original water heaters, or from replacement water heaters that are older than their estimated life, is considered negligence on the part of the owner.) An owner may be subject to a fine equal to reasonable costs for repairing damages to adjoining units caused by the failure to adequately maintain his unit.

8. The Association has the right of entry to any unit at any time for making emergency repairs therein that are necessary to prevent damage to other units or the common elements.

9. Owner or tenant should keep heat on and water dripping during sub-freezing weather. The owner is liable for repairs of any frozen, leaking, or broken pipes.

#### **REGULATIONS FOR EXTERIORS**

1. No item may be hung, shaken, swept, or thrown from residences.

2. No fences, partitions or patio/balcony covers shall be placed on or affixed to any unit without prior approval of the Board of Directors.

3. No antenna or dish antenna of any kind shall be attached to the exterior of a building structure. Dish may be attached to the interior side of the patio fence or attached to a metal pole.

4. No awnings, window guards, ventilators, or window air conditioning devices shall be installed or used in or about the buildings.

5. No hot tubs may be installed.

6. All draperies, curtains, or other window coverings must be a white or off-white color and kept in good condition at all times. Damaged window coverings, windows, and screens must be repaired or replaced immediately.

7. In cold weather, outside faucets should be covered with insulated material.

8. Balconies and patios are not to be used for storage. Each patio and balcony must be kept free of debris and storage items. Residents with wrought iron fences must keep their patio areas in good order since they are visible from the common areas. Patio umbrellas must not extend more than 18 inches above the fence height, must be completely inside the unit's fenced area, and in good condition. The Association reserves the right to require removal of and/or charge fines for any umbrella deemed offensive or inappropriate by the Board of Directors.

9. No sale or rental sign, notice or advertisement shall be displayed on any portion of the property. Security signs or signs placed by management to regulate the use of common areas or to identify building or unit numbers are permitted.

10. Storm doors must be approved by the board and must be black or brown with no grillwork.

11. Replacement window frames must be white or off-white in color, with or without grids/panes. Glass must be clear non-colored glass.

12. Climbing of balcony railings, trees, fences, walls, or other objects on the property is not allowed.

13. Trees are not allowed to be grown in the patio areas. Bushes are allowed in the patio areas but must be contained completely inside the patio fenced area.

#### **MISCELLANEOUS**

1. No waterbeds are permitted on second floors as the structural integrity of the buildings could be jeopardized.

2. Outside contractors who do work for an owner in his/her unit must not dispose of paint, construction materials, appliances or other items in the dumpsters or the common areas.
3. No yard, patio, estate, or garage sales of any kind allowed on property at any time.
4. Residents may conduct ancillary business activities within the unit so long as:
  - a) the existence of operation of the business is not apparent or detectable by sight, sound or smell from the exterior of the unit
  - b) the business activity does not involve daily visitation of the condo by employees, clients, customers, suppliers or other business invitees
  - c) the business activity conforms to all zoning requirements
  - d) the business does not increase the amount of traffic in the condominium complex
  - e) the business activity does not constitute a nuisance, hazardous, or offensive use, or threaten the security of safety of other residents

Note: Brokering, selling, trading and storage of vehicles bought specifically for resale is strictly prohibited.

#### **SCHEDULE OF FINES**

The Board is authorized to impose fines according to the following schedule for violations of any provisions of the Declaration or the Rules & Regulations (if higher fines are already assigned to particular violations then those fines may be used in substitution of the below):

First Violation \$100.00

Second Violation \$200.00

Subsequent Violations Additional \$100 to previous violation amount

In addition, if there are expenses incurred by the Association due to a violation, the owner will be charged those expenses in addition to the fine. The Board is authorized to impose greater fines, lesser fines, or no fine at all, for violation of the Declaration or Rules & Regulations of the Association, as determined by the Board in its sole and absolute discretion.

Prior to levying a fine, the Association shall give the owner written notice that: (a) describes the violation or property damage and states the amount of the proposed fine or damage charge; and (b) states that not later than the 30th day after the date of the notice, the owner may request a hearing before the board to contest the fine or damage charge.

**Dallas County  
John F. Warren  
Dallas County Clerk**

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**Instrument Number:** 202200024433

eRecording - Real Property

Recorded On: January 26, 2022 11:30 AM

Number of Pages: 21

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**" Examined and Charged as Follows: "**

Total Recording: \$102.00

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**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 202200024433  
Receipt Number: 20220126000483  
Recorded Date/Time: January 26, 2022 11:30 AM  
User: Kaylee V  
Station: CC46

**Record and Return To:**

Simplifile



**STATE OF TEXAS  
COUNTY OF DALLAS**

**I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Dallas County, Texas.**

John F. Warren  
Dallas County Clerk  
Dallas County, TX

A handwritten signature in black ink, appearing to be "JFW", is written over the printed name of John F. Warren.