FIRST AMENDMENT TO THE NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR SPRINGTREE CROSSING CONDOMINIUMS

(Second Amended Rules and Regulations)

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

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THIS FIRST AMENDMENT TO THE NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR SPRINGTREE CROSSING CONDOMINIUMS (this "First Amendment") is made this 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 and Master Deed for Springtree Crossing Condominiums, 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 previously recorded a Notice of Filing of Dedicatory Instruments for Springtree Crossing Condominiums on or about January 26, 2022, as Document No. 202200024433 of the Real Property Records of Dallas County, Texas (the "Notice"); and

WHEREAS, Exhibit A-4 to the Notice contains the Association's Amended Rules & Regulations (the "2022 Rules"); and

WHEREAS, the Association desires to amend the Notice by replacing the 2022 Rules with the Second Amended Rules & Regulations attached hereto as Exhibit "A" pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instrument attached hereto as **Exhibit "A"** is a true and correct copy of the original and is 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 First Amendment 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: Clicol Desalegn
Name: Flas Desalegn
Title: President

ACKNOWLEDGEMENT

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STATE OF TEXAS

COUNTY OF DALLAS

GEORGE CERNA
Notary Public
STATE OF TEXAS
My Comm. Exp. 11-14-27
Notary ID # 13042246-1

BEFORE ME, the undersigned authority, on this day personally appeared Elias Descipes in the 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 11 day of August ,2025.

Notary Public, State of Texas

EXHIBIT "A"

Second Amended Rules and Regulations

SPRINGTREE CROSSING CONDOMINIUM ASSOCIATION

Second Amended Rules & Regulations (2025)

WHEREAS, Section 82.102(a)(6) of the Texas Uniform Condominium Act ("TUCA") provides that, unless otherwise provided by the declaration, the association, acting through its board, may regulate the use, maintenance, repair, replacement, modification, and appearance of the condominium; and

WHEREAS, Section 82.102(a)(7) of TUCA provides that, unless otherwise provided by the declaration, the association, acting through its board, may adopt and amend rules regulating the use, occupancy, leasing or sale, maintenance, repair, modification, and appearance of units and common elements, to the extent the regulated actions affect common elements or other units; and

WHEREAS, pursuant to this authority, the Board of Directors of Springtree Crossing Condominium Association (the "Association") previously adopted the Rules & Regulations recorded on or about December 20, 2011, as Instrument No. 201100330330 (the "2011 Rules"); and

WHEREAS, the 2022 Rules were replaced by the Amended Rules & Regulations, recorded on or about January 26, 2022, as Document No. 202200024433 of the Real Property Records of Dallas County, Texas (the "2022 Rules"); and

WHEREAS, the Board of Directors now desires to amend and replace the 2022 Rules with the following Second Amended Rules & Regulations.

NOW, THEREFORE, IT IS RESOLVED that the Board hereby adopts Second 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.

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 <u>all</u> 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 aforestated 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.
- 5. No Owner, occupant, or guest may host any party, gathering, or event in any Common Element area (including but not limited to clubhouses, courtyards, pool areas, and meeting rooms) without the prior written approval of the Board of Directors or its designee. Requests for approval must be submitted in writing no less than ten (10) days in advance of the proposed event and shall include the date, time, number of attendees, and a description of the event. The Board may impose reasonable conditions on use, including the payment of a security deposit, proof of liability insurance, and agreement to indemnify the Association for any damage or liability arising from the event. Unauthorized events may be terminated and may subject the responsible parties to fines or other enforcement action. For purposes of this rule, an event is defined as a gathering of more than 5 individuals and/or any event involving services or goods provided by an outside vendor, including but not limited to, caterers, musicians, and decorators.

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 cause 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 <u>negligence</u> 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.

10. Each Owner shall be responsible for ensuring that the electrical panel serving their Unit is in compliance with all applicable city codes and ordinances, as well as any requirements from the Association's insurance carrier. At the request of the Board or its managing agent, an Owner must provide written certification from a licensed electrician confirming that the electrical panel has been inspected and is compliant. If the electrical panel is found to be outdated, unsafe, or otherwise noncompliant, the Owner shall promptly undertake, at his or her sole expense, any necessary repairs or replacements to bring the system into compliance. Failure to comply may result in enforcement action by the Association, including but not limited to fines, legal action, or entry upon the Unit for the purpose of remediation in accordance with the governing documents and applicable law at the Owner's sole cost and expense. All costs incurred by the Association in bringing the Owner and his or her Unit into compliance with this rule may be levied as an assessment against the Unit and are secured by the Association's assessment lien against the unit.

REGULATIONS FOR EXTERIORS

- 1. No item maybe 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 <u>not</u> 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.

5. No Owner, occupant, guest, or invitee shall engage in any activity or maintain any condition, either within a Unit or in any Limited or Common Element, that constitutes a health or safety hazard to other residents, the building structure, or the community at large. This includes, but is not limited to, hoarding, accumulation of flammable or hazardous materials, discharging firearms, creating unsanitary conditions, and failing to report known structural or utility-related hazards. The Association reserves the right to require immediate correction of any such condition and may take enforcement action as permitted under the governing documents and law.

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). Generally, fines shall be imposed on the following schedule:

First Violation \$100.00

Second Violation \$200.00

Subsequent Violations Additional \$100 to previous violation amount

However, for violations involving health or safety of other residents, the Board may impose daily fines in an amount that the Board believes, in its sole discretion, is reasonable in light of the risk posed to other residents.

For ongoing/continuous violations, the Board may impose fines of up to \$25.00 per day for each day the violation continues.

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.

IT IS FURTHER RESOLVED that these Second Amended Rules & Regulations 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 resolution was adopted by the Board of Directors at a meeting of same and has not been modified, rescinded or revoked.

Date: 8-4-3025

Secretary

Dallas County John F. Warren Dallas County Clerk

Instrument Number: 202500168532

eRecording - Real Property

Recorded On: August 13, 2025 08:49 AM Number of Pages: 12

" Examined and Charged as Follows: "

Total Recording: \$65.00

******* 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: Record and Return To:

Document Number: 202500168532 Simplifile

20250812000670

Recorded Date/Time: August 13, 2025 08:49 AM

User: Marija H Station: Cc138



Receipt Number:

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