

Dutch Creek Condominiums

RULES AND REGULATIONS

All residents must retain a copy of these rules in their homes.

Owners, Resident Renters, And Guests – Dutch Creek Owner's Association, Inc. has adopted these Rules to help maximize enjoyment, maintain values, and assure the continued aesthetic beauty of our community. The Rules apply to all owners and their families, resident renters, and guests. The Rules are automatically a part of each lease (even if they are not attached). Each owner is required to provide a copy of his document to his tenants and ensure that they understand and abide by them. Homeowners are responsible for their own actions as well as the actions of their tenants, visitors and guests. The last page of this document is a form for new residents to complete. This form provides the association with information required by the Texas Uniform Condominium Act, Sec. 82.114(e) (3). It is important that this form be completed promptly for each new tenant to reduce the possibility of a resident being unnecessarily detained by the courtesy patrol.

Communications - Please direct complaints, rule violations or common area repair requests to the Managing Agent. The Managing Agent's contact information is provided near the end of this document.

How to Report a Violation:

If you should observe a violation of these policies or any law or ordinance, you have the following avenues available to resolve the problem. Please use whichever one is most appropriate for the situation.

1. Speak to the person violating the rule. They may not know that they are in violation until you tell them.
2. Provide a written complaint to the managing agent. The managing agent will then respond to the reported violation. The agent's name and address are included at the end of this document.
3. Call the Dallas Help phone number, 311. The City of Dallas will enforce most violations of the City code involving pets, fire safety and most other city ordinances.
4. Call 911. Use this approach to report crimes, disturbing-the-peace complaints or any violation that could become an immediate health or safety hazard.

Wiring - There should be no more than one attached electrical cord at each outlet. Even though all wiring has been inspected, residents should still be alert to "trouble signs" such as switch or outlet plates warm to the touch, smoke or sparks or the smell of burning plastic at any outlet, lights that flicker and power outlets that do not function. It is important that no circuits are overloaded.

Common Elements - Any area outside of a dwelling's four walls is classified as a Common Element. Common Elements are not the private property of any one owner. Common Elements and rules for their use are under the sole provision of the Homeowner's Association ("HOA") acting through the Board of Directors. They may not be used in any way that violates the association's rules, regulations or governing documents.

Security - Neither the HOA nor the HOA's Managing Agent provides or warrants security. Each owner, resident renter, and occupant is responsible for his own security and safety. Resident owners are strongly encouraged to install (a) keyless deadbolts on all entry doors, (b) keyed deadbolts on all entry doors, (c) pin locks on all sliding glass doors, (d) Charlie bars on all sliding glass doors. The Texas Security Device Statute mandates the use of these items in rental property. Owners and resident renters are requested to report common area lighting problems or hazardous conditions immediately to the Managing Agent. The Managing Agent checks exterior lighting on a regular basis, but also relies on unit owners and residents to notify the Managing Agent when lights are burned out or insufficient in some manner.

Smoke Detectors - Each owner is required to install a battery or electric-powered smoke detector in the unit and maintain it in accordance with state law. The owner must ensure that the batteries, if required, are working at all times.

Pest Control - The HOA provides termite and pest control for the common elements, and the exterior of the property is checked each year for termites. The HOA does not have responsibility for interior pest control inside each unit. However, the HOA shall have the right to enter and exterminate an owner's unit, at the owner's expense, if the owner's failure to control pests inside his unit is adversely affecting other units.

Occupancy and Use of Dwellings - Each dwelling shall be used exclusively for long-term residential purposes. The HOA observes and enforces city ordinances as if they were HOA rules. In almost all cases, the maximum occupancy for one-bedroom homes are two people and for two-bedroom homes are four people. Violation of this rule may result in sanctions as described later in this document and may result in a complaint to the local housing authority.

Access to Common Areas - There shall be no obstruction of the Common Elements. This includes a prohibition on anything - plants, furniture or packages, for example that may obstruct porches, sidewalks, entrances, and passages.

Modification of Common Areas - Nothing may be altered, constructed or removed from the Common Elements without prior written approval from the Board of Directors. This includes modifications to patio or balconies. Do not assume that because you know of some structural change that has been approved by the Board for another owner that you can make the same change without Board approval.

Trash - Leaving trash or garbage anywhere on the Common Elements except in the trash dumpster provided is expressly prohibited. Items that will not fit in the dumpster must be disposed of by the owner. Placing garbage or trash outside the dumpsters or outside of entry doors is prohibited.

Fire Hazards - The use of barbecue grills on a balcony or porch is expressly prohibited. Barbecue grills may not be used any closer than 10 feet from any building or overhang. Storage of kerosene, gasoline or any inflammable or explosive agent anywhere on site (except for fuel allowed in vehicle fuel tanks) is prohibited.

Nuisances - Unless installed or approved by the HOA, no outside lighting or loudspeakers or other sound-producing devices may be used. Nothing may be done, in any part of the property which, in the judgment of the Board, may be considered noxious or offensive activity or which may become an unreasonable annoyance or nuisance to the other residents. Residents shall exercise extreme care about making noise, using musical instruments, stereos, and other sound-producing devices that may disturb other residents in their units, or the clubhouse or pool area.

Children – All children sixteen (16) and under must be supervised by an adult at all times within the common areas. Sidewalks, driveways, entrances, halls and passageways shall not be used for play areas including riding bicycles, skateboards and scooters, etc.

Pets - Cats, dogs, bird, reptiles and other animals (hereinafter “animals”) shall be kept in such a manner so as not to disturb other occupants or owners. If any animal becomes obnoxious to other occupants or owners of units, the unit owner or the person having control of the animal shall be given written notice by the Managing Agent to correct the problem, including a specific time limitation for doing so. If not corrected as specified in the notice, the unit owner or recipient of the notice shall be required to permanently remove the animal from the property. No animals are allowed within the fence surrounding the swimming pool. No animals are allowed outside a condominium unit without a leash and accompaniment by a human adult with the ability and authority to control the animal. All animal excrement shall be removed by pet owner from all areas of the property. **ANY OCCUPANT AT DUTCH CREEK CONDOMINIUMS SHALL OBTAIN WRITTEN PERMISSION FROM THE BOARD OF DIRECTORS BEFORE HARBORING MORE THAN ONE ANIMAL PER CONDOMINIUM UNIT AT THE PROPERTY.**

Balconies and Patios - Balconies, patios, and open terraces are not to be used for storage. Each resident is required to keep the balcony and the interior of the patio, which have been assigned to his unit in a clean and sanitary condition. Items normally found there, such as outdoor furniture and moderate numbers of plants, are permitted on patios and balconies. Keeping animals, hang garments, rugs, etc., on balconies, windows or anywhere in the common areas is prohibited. Outdoor carpet or any other permanent or semi-permanent flooring is prohibited from all second and third floor balconies and landings unless approved in writing in advance by the Board of Directors.

Window Coverings – All windows must be covered by white, ivory or off-white blinds, drapes, or drapery linings that are in good repair and properly installed. Foil, decals, hangings or items that are considered objectionable in the reasonable judgment of the Board of Directors are prohibited from any window or sliding glass door. Those decals that signify an electronic entry alarm system or notices to fire and rescue personnel are exempted.

Signs - All signs (for example “For Sale” or “For Rent”) are absolutely prohibited and may not be exhibited anywhere on the property, including from the interiors of the units.

Antennas - No exterior television antennas, satellite dishes, radio transmitting or receiving devices shall be erected, placed or maintained anywhere on the property except those installed for the use of all owners by authority of the Board of Directors, or as agreed to in writing by the Board of Directors. Owners requesting permission for installation of cabling and satellite dishes must abide by the requirements established by the association. These requirements will include that the homeowner install the equipment as specified by the association and that he assume all responsibility for injury or damage resulting from the installation, maintenance and subsequent removal of the equipment and cabling. Call the Managing Agent for requirements.

Insurance – HOA’s insurance policies are not intended to cover residents’ possessions or personal liability. Each resident (whether owner or tenant) is responsible for obtaining his or her own property and liability insurance. Readily available ‘Homeowners’ or ‘Renters’ insurance policies provide coverage for personal possessions and liability for personal negligence. You are strongly urged to obtain your own coverage.

Mailboxes - The Board of Directors has the exclusive right to designate the type, size and location of mailboxes. Owners are responsible for their individual mailbox door and lock.

Water Leaks - Each owner shall be strictly liable for any repair of or damages to his unit or to adjacent units from most water leaks originating from his unit. Failures of plumbing fixtures, aquariums, waterbeds, and water furniture are examples of common sources of water leaks.

- Each owner shall be responsible for promptly repairing leaks in plumbing lines and plumbing fixtures inside his unit. If after verbal or written notice an owner does not make such repairs within 5 days of notice, the association may charge the owner additional fines for each day the repairs are not made.
- Additionally, residents who allow commodes, faucets or any other water using fixtures to run unnecessarily create a nuisance to adjacent units and burden the HOA with unnecessary water usage. Owners of units where this

occurs may be billed for water use surcharges and are subject to fines until the fixtures are adequately repaired.

- The Managing Agent may, at its discretion, repair a leak on behalf of a unit owner if the unit owner has failed to repair the leak after having been given notice by the Managing Agent. The unit owner is responsible for the costs of such repairs.

Utilities - Each owner is responsible for the maintenance and repair of the plumbing, air conditioning/heating unit, electrical outlets, switches and breaker boxes that serve his home.

Freezing Weather Procedures - Electric service for vacant units must be provided for heating purposes during the months with freezing temperatures to avoid frozen pipes. Each owner is strictly liable for damages to his unit and to adjacent units or common areas resulting from failure to comply with these rules and with the following Freeze Alert Procedures:

- Have your heating system checked to ensure proper operation.
- Observe weather conditions on a daily basis. Repeated sub-freezing days can lead to frozen pipes.
- Check with the local weather service for accurate information and anticipated freezing conditions.
- Leave your heat on at all times, especially if you are out of town. (A minimum of 62 degrees).
- If the temperature drops to 32 degrees or lower, open all cabinets to bathroom vanities and to kitchen sinks to allow heat to reach the pipes, particularly those on the outside walls, and especially on any walls facing north.
- Open all hot and cold faucets, allowing water to flow in a small, continuous drip. Open your drains so that the sinks do not overflow.
- If you plan to leave town, leave a key with a neighbor and notify the Managing Agent in writing of advanced access arrangements.
- Become familiar with the water shutoff valve locations for your building.
- Off-site owners are responsible for making certain that their units are winter-ready.
- Watch for the freeze warning signs as reminders.

IF YOUR PIPES FREEZE

- Do not attempt to thaw them with a torch; this is a fire hazard.
- Watch for water seepage from surrounding units - (under doors and from ceilings of downstairs units).
- When a pipe freezes, do not leave your unit unattended; real problems begin when the pipes thaw.
- If a pipe breaks, try to turn off the water from outside of the building and notify the Managing Agent immediately. If you find that the water is turned off to your building, Do NOT turn it back on; this may jeopardize your neighbor and increase the damage to the property.

Parking Rules and Regulations - Violators of these rules are subject to towing of their vehicles in addition to remedies listed herein.

- Each home has reserved parking space(s). You, your tenants, and your guests may not park in the reserved space of another unit.
- Parking space(s) shall be used for parking purposes only. Parking space(s) may not be used to store or sell vehicles.
- Visitors must park in visitor's parking spaces only.
- No inoperable vehicles (this includes vehicles with expired inspection or registration stickers, expired license plates, flat tires, etc.) shall be parked in any parking space or within the Common Elements in general.

- All vehicles must be parked in a designated parking space and nowhere else on the common areas. Parking in fire lanes is strictly prohibited.
- No major repair or major restoration of any vehicle shall be conducted upon any portion of the Common Elements, including all parking spaces. Allowable repairs are only those necessary to enable the vehicle to be removed to an offsite repair facility.
- Trucks over 1 ton, motor homes, trailers, buses and boats are prohibited from the parking lot and Common Elements.
- No commercial vehicles are permitted.
- Vehicles parked in reserved space(s) assigned to other residents are subject to immediate towing without warning. Owners or residents may authorize the towing of a vehicle only from their reserved parking space.

Towing of Vehicles - Vehicles in violation of the parking rules maybe removed at the vehicle owner's expense.

1. Each owner/tenant has explicit rights to authorize a tow from his or her reserved space(s) only. (The Tow Company will require that they sign a form authorizing the tow)
2. A member of the Board of Directors or the Managing Agent (or their designees) **ONLY** may authorize a tow from a non-reserved (visitor or unassigned) space(s).
3. The Tow Company may patrol the property 24 hours a day. They may be authorized to tow without notice any vehicle found in fire lanes, driveways or any other location on the common elements not designated as a parking space.
4. The Tow Company may place a 48-hour warning sticker on any vehicle anywhere on site found to be inoperative, to have a flat tire or to have fraudulent, missing or expired inspection and/or registration stickers. After 48 hours if the vehicle is not brought into compliance or removed from the site, the Tow Company may be authorized by the Board or its Managing Agent to remove the vehicle from the lot without further notice.
5. Any vehicle not properly parked in a parking space, e.g., parked on the grass or in a fire lane, is subject to being towed immediately.

Towing Charges - Neither the HOA nor the Managing Agent shall be liable for any cost associated with towing vehicles parked in violation of these association rules or in violation of government statutes.

TAA Condominium Lease Forms - The Board recommends that all unit owners who lease their units use the latest Texas Apartment Association Condominium Lease forms. A copy of these HOA rules must be attached to and made a part of any lease agreement entered into or renewed after the effective date of these amended rules.

New Resident Information Form - Pursuant to the Texas Condominium Act, Sec. 82.114 (e) (3) each owner is required to complete and return to the association a New Resident Information Form each time a new occupant occupies their condominium. A copy of the form is attached.

Note: Occupants are required to sign the form. By doing so they are indicating that they have received a copy of the association's Rules and Regulations and agree to abide by them.

Late Charges/Collection Policy

1. HOA monthly assessments are due on the first day of each month and are late if payment is not received or properly mailed and postmarked by the 15th day of the month due. Assessments not received by the deadline will incur a late charge of \$25.00 per month. A statement of account will be sent advising the owner of the delinquent dues and late fees on the 16th of the month or soon thereafter.
2. The Board will begin collection activities when dues assessments become thirty (30) days delinquent. If dues assessments are still delinquent by the sixtieth (60) day, the delinquent account will be sent to an attorney for collections on the sixty-first (61) day.
3. If the delinquency is not paid within 30 days from the date the demand letter is mailed, the HOA Attorney may pursue the right to non-judicial foreclosure as provided for in the Texas Uniform Condominium Act.
4. All attorneys' fees, collection costs and other expenses incurred by the Association in recovery of unpaid assessments are the sole responsibility of the owner whose failure to make timely payment of assessments/dues necessitated the HOA incurring such fees, costs and expenses.
5. A \$25.00 charge will be made for any check returned unpaid from the bank for any reason.
6. All funds received from an owner will be applied on the books of the Association in the following order:
 - a) All attorneys' fees.
 - b) All collection fees.
 - c) All other collection expenses incurred by the HOA, whether or not the expense pertains directly to collection of assessments.
 - d) All late charges.
 - e) All interest charges.
 - f) All unpaid special assessments.
 - g) All unpaid regular assessments.

Sale or Change of Ownership or Address - Each unit owner is responsible for giving written notice as required by the HOA's Bylaws to the Managing Agent of (a) any impending change of ownership and (b) any changes in the owner's mailing address for notification purposes. Each owner is responsible for the payment of regular assessments on his unit without requiring notice or demand from the HOA.

Annual Meeting - The Annual Homeowner's Meeting is normally held on the fourth (4th) Tuesday of January every year. Notices announcing the meeting will be mailed to each owner.

Sources of Board Powers to Set Rules and Enforce Sanctions - State Law, the property's Enabling Declaration and Bylaws provide for rules, and give the Board of Directors the power to set rules, regulations, and sanctions. When conflicts arise, the provisions of State law and the Declaration normally have precedence. Any Owner (or their tenant) determined by judicial or non-judicial action to have violated said rules and regulations shall be liable to the HOA for all damages and costs, including attorney's fees. All rules of the Board are effective immediately unless otherwise stated herein.

Remedies for Violations and Right to Appeal - Owners are responsible for the actions of their tenants and visitors. Owners of units in which tenants, guests or visitors are shown to be responsible for violations of these rules and regulations are subject to sanctions ranging from verbal warnings, written warnings, fines and police citations. Tenants may also be subject to eviction for repeated violation.

1. Written or verbal notices of violation may be given by management or a Board member. If a minor infraction is repeated, or a serious violation occurs, the owner of the unit responsible is subject to a written notice of violation and a fine of at least \$25.00 but not more than \$200.00.
2. After a written notice of violation, the owner has the right to appeal within 30 days of the date on the notice of violation. All appeals must be in writing, and sent to the Board of Directors of Oakhollow Owner's Association, Inc., in care of the Managing Agent.
3. After an appeal is received, the owner will be invited to a hearing before the Board at the next regularly scheduled Board meeting.
4. Should an appeal be heard, the Board will issue its written decision within 30 days after the hearing. Board decisions are final.
5. If the owner does not request a hearing within 30 days, the matter is considered closed. Any fines issued must be paid within 60 days of the original notice of violation.
6. Failure to pay fines may result in further fines and penalties. Owners who do not pay fines are subject to sanctions per the Enabling Declaration and Bylaws of the Dutch Creek Owner's Association, Inc.

Amendment - The foregoing Rules and Regulations are subject to amendment and to the announcement of further regulations. These documents were last amended on January 29, 2007.

Facts and Features

ADDRESS	7660 Skillman Street Dallas, Texas 75231
Built	1983
NUMBER OF UNITS	27
NUMBER OF BUILDINGS	6

Key Dates

Monthly Dues

Due 1st day of each month. Past due after the 15th

Association Fiscal Year

January 1 through December 31

Trash Removal Days

Monday, Wednesday, Friday

Landscape Maintenance Day

Tuesday

KEY PHONE NUMBERS

In Case of Emergency:

Dallas Police Department	911
Dallas Fire Department	911
Ambulance	911

MANAGEMENT COMPANY

*Envision Realty, Inc.
C/O Jackson Potter
8144 Walnut Hill Lane, Suite 990
Dallas, TX 75231
Phone: (214) 987-1054
Fax: (214) 987-1082
Email: jpotter@envision-realty.com*

Dutch Creek Condominiums

NEW RESIDENT INFORMATION FORM

This information required by the Texas Uniform Condominium Act, Sec. 82.114 (e) (3)

All Adult Resident(s) Name(s)

Home Phone(s)

Work Phone(s)

All Child Resident(s) Name(s)

Age

Sex (M or F)

All Pet(s) - Cat/Dog/Bird/Etc.

Weight in lbs. (Cats/Dogs)

On-site Car & Other Vehicle Info.

Color

Car Lic. Plate#

Registered Owners Name

The information above is correct to the best of my knowledge. I hereby acknowledge receipt of a copy of the Dutch Creek Owner's Association, Inc.'s Rules and Regulations. I understand that I am required to abide by them while I reside at this condominium.

Signed by Resident signing the lease

Unit #

Date

Return completed form to: Dutch Creek Condominiums, 8144 Walnut Hill Lane,
#990 Dallas, TX 75231, Fax: (214) 987-1082.