

**Arlington Oaks Owners Association, Inc.
Policy, Rules and Regulations
February 2008**

POLICIES IN GENERAL:

The following Rules and Regulations have been adopted to help maximize enjoyment, maintain values and assure the continued aesthetic beauty of our community. The rules apply to all owners and their families, tenants and guests. The rules are automatically a part of each lease (even if they are not attached), and each owner is responsible for making sure their tenants have a copy of the rules and follow them. You are encouraged to ask your neighbors to follow the rules. Everyone is responsible for reporting violations of any rules to the Association Manager.

CITY ORDINANCES:

Owners and their families, tenants, guests, invitees, contractors and agents shall comply with all ordinances of the City of Arlington, as well as these policies.

COMMUNICATIONS:

Please direct any repair requests, complaints or rule violations to:

Arlington Oaks Owners Association, Inc.
2306 Balsam Drive
Arlington, Texas 76006
Office: (817) 640-0395
Office Fax: (817) 633-8589

You are encouraged to submit your suggestions, requests or complaints in writing and mail to the above address.

ENFORCEMENT:

The rules will be strictly enforced. If any occupant or guest of the owner's unit violates the rules, the owner will be responsible for corrective action, damages and assessments.

The following policies are partly from the Declaration and partly adopted by action of the Board of Directors. All Declaration provisions apply---even if not set forth below. Except for provisions of these policies that come from the Declaration, the policies may be changed or added to by the Board.

Policies, Rules and Regulations Applicable to All Owners, Occupants and Guests

1. Security, safety and lighting.

The Association does not provide or warrant your security. Each occupant is responsible for their own security and that of their family and guests. Each condominium that is leased must have:

- a. A keyless deadbolt on all exterior doors
- b. Keyed deadbolts on at least one entry door
- c. Pin locks on all sliding glass doors
- d. Doorviewers on all exterior doors
- e. A window latch on each window

Consult management regarding your statutory security device obligations as a landlord if you ever rent your dwelling. These locks provide added protection for occupants while inside the dwelling.

Owners and/or occupants are requested to immediately report common area lighting problems, hazardous conditions, or common facility problems immediately to the Association manager. The Association cannot and does not check exterior lighting on a daily basis. The Association generally must rely on owners and residents to notify the Association manager when lights are burned out or insufficient in some manner. Clever criminals can defeat almost any kind of crime deterrent. Occupants must assume that electronic or mechanical devices may malfunction from time to time.

2. Storage of property on private patios or balconies.

The only items which may be stored temporarily or permanently on private patios or balconies which can be viewed from the streets or common areas are the following: outdoor lounges and lawn chairs; exterior tables; decorative plants in pots. Nothing may be hung on the railings or on the buildings. Items stored on the patios must not appear to be in disrepair.

All other property must be kept inside the dwelling, including towels, bathing suits, mops, brooms, barbecue briquettes, fuel, tools, carpeting, boxes, plastic bags, beverages, furniture, automobile equipment, etc. All property stored in violation of this rule may be removed and disposed of without prior notice by Association management or their representative.

3. Barbecue grills. (2007)

Barbecue grills are not permitted to be used on any balcony, stairway, stairway landing, or balcony walkway. Barbecue grills may only be used at ground level so long as they are more than ten (10) feet away from any building structure. This is according to the local Fire Code and must be followed without exception. The City of Arlington can fine individuals up to \$2000.00 per violation.

4. Storage of property in common areas.

No property may be stored temporarily or permanently on sidewalks, balcony walkways, hallways, stair landings, parking lots or other common areas. Garage sales and estate sales are not allowed. The Association manager or persons designated by them may remove and throw away any property stored in violation of this rule.

5. Property inside dwellings.

The Association has the right and the responsibility to control the visual attractiveness of the property, including the right to require removal of objects which are visible from the common area and which detract from the property's appearance. Blinds and drapes must be in good repair, hung properly, and comply with Rule 11 regarding color and materials.

6. No clothes drying outside dwellings.

No clothes, towels or other items may be hung anywhere outside, i.e., on patios, patio railings, walkway balconies, or balcony railings. Clothes or other items must be dried inside the dwellings. Items being dried outside in violation of this rule may be removed and disposed of without prior notice by Association management or their representative.

7. Entry areas and sidewalks.

Entry areas, walkways, steps and landings shall be kept clean and neat by the owners and/or tenants using them. Only doormats, plants and outdoor furniture may be placed in these areas. Feeding bowls for animals may not be left outside since they attract pests and stray animals and compound the "clean-up" problems.

8. Trash.

Trash, rubbish or debris shall not be left or deposited, even temporarily, on any common areas or patios. All such refuse must be placed in receptacles designated and approved by the Board of Directors and/or Association manager. Trash must be placed in dumpsters located throughout the property. Make certain that the person taking the trash out is of sufficient height to reach the opening. Do not leave trash beside the dumpster. Only household trash shall be placed in the dumpsters. At no time shall discarded furniture, carpet, appliances, water heaters, etc. be put in or left around the Association's dumpsters. Violators are subject to fine and any cost born by the Association to properly dispose of discarded items. (July 2002)

9. Animals. (1994/Rev. 1998/Jan 2008)

There is a **25-lb.** weight limit per animal. You are only allowed **2** animals per condominium. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic animals will be allowed on the property other than confined to a leash. No animal may be boarded for hire or remuneration on the property, and no kennels or breeding operation will be allowed. No animal shall be allowed to run at large. Leashes may not be tied to objects and must be held by a person who can control the animal at all times. No animal shall be left unattended on a balcony, patio, or vehicle. The Owner of a condominium where an animal is housed has the responsibility to immediately clean up after such animals have defecated in Common Areas or on balconies, patios, enclosed courtyards, sidewalks, driveways, or streets. If an animal or Condominium Owner is in violation of these restrictions, the Association manager or their representative may remove the animal from the Property and place the animal with the local humane society or proper governmental authority. Due to safety concerns, Arlington Oaks Owners Association does not permit the following breeds of dogs, or any dog that has any of these breeds in their lineage, regardless of their weight: Pitt Bulls, Rottweilers, Chow Chows, Doberman Pinschers, German Shepherds, Siberian Huskies, Perro de Presa Canarios, Alaskan Malamutes, Akitas, American Staffordshire Terriers, Boxers, Great Danes, and Wolf-hybrids.

10. Liability for animals.

The Condominium Owner and the pet owner are both jointly liable to all other Owners and their respective families, guests, tenants and invitees for injury and all damage caused by any animals brought or kept on the property by an Owner or members of their family, their tenants or their guests. Owners agree, for themselves, and their respective families, guests, tenants and invitees, that the Association shall not have any liability for any injury or damage caused by any animal brought or kept upon the property by an Owner or members of their family, their tenants or their guests.

Animals may not defecate anywhere on the property except inside the owner's dwelling. Used cat litter must be disposed of only in proper trash receptacles. It may not be dumped in flowerbeds because the ammonia will kill the vegetation. Owners must keep their dwellings in a sanitary condition and free from fleas, pet parasites and noxious odors. Condominium owners shall be liable for damage caused to common facilities by animals of the owner or the owner's tenants or guests. The Condominium owner and the owner's tenants and guests shall be responsible for immediate removal of pet defecation from common areas if "accidents" occur while walking the dog. Special disposal bags for pet defecation cleanup are provided throughout the property along with trash receptacles. Pet feeding bowls may not be left outside and feeding of stray animals is prohibited.

The Association manager or their representative may require permanent removal of any pet when the pet or its owner has repeatedly violated these rules or the pet has become objectionable in the opinion of the Association manager.

11. Window coverings.

Only white or ivory blinds shall cover exterior windows. No foil or other material objectionable in the reasonable judgment of the Association manager shall be placed in or next to any window or sliding glass door. Burglar bars may not be installed except with prior permission of the Board.

12. Signs. (November 2004)

"For Sale" or "For Rent" signs and all other signs are prohibited and may not be exhibited anywhere on the property, including from the interiors of the dwellings. The Association provides a Bulletin Board (at the management office) where rent or unit sale notices may be displayed for free by owners. Businesses may post a 3"x 5" index card for a fee of \$75.00 for 90-days.

13. Noise.

Condominium owners and occupants shall refrain from playing radios, televisions, stereos and other electrical or mechanical devices so loudly that they may be heard outside their dwelling. Yelling or loud talking outside is prohibited. Vehicles that create excessive noise are prohibited.

14. Swimming Pool and Spa Rules.

- a. Only personal music devices with headphones will be permitted.
- b. No glass containers.
- c. No horseplay or running.
- d. Pets are strictly prohibited.
- e. Proper swimwear only, no street clothes.
- f. A parent or legal guardian must accompany anyone under 16 years of age.
- g. Management reserves the right to deny use to anyone at anytime.
- h. No loud or profane language
- i. Limit of two guests per condominium unit
- j. No alcoholic beverages are allowed in any of the amenity areas.

Main Pool Hours – open everyday – 24 hours a day (**August 2002**)

Small Pool Hours – open everyday 6:00 AM to 10:00 PM.

15. Clubroom Rules- General (March 2005)

The clubhouse is owned by the Association and is for the use and enjoyment of its members and/or guests. Use is restricted to Association members and their guests, and is not to be used for commercial purposes. Events by persons, firms or agencies outside the Association are not authorized, unless otherwise "sponsored" by an owner/member of the Association.

The clubhouse may be reserved on a first come basis in accordance with rules established by the Board of Directors. The Association member who reserves the clubhouse is the event sponsor and is (1) responsible for complying with the clubhouse rules, and (2) personally responsible for the events held and/or for the liability or damage that may occur during the use of the clubhouse.

Generally, when the facility is reserved for a function or social open to all members, there is no user fee charged. Similarly, when the clubhouse is used for an event sponsored by the Board or by any duly constituted Association Committee there is no fee charged. When the clubhouse is reserved by an Association owner/member for a private purpose however, a nominal fee is charged. This fee is set by the Board of Directors and may be changed from time to time. In addition, a refundable, advance deposit of \$150.00 is required to insure against damage and to assure clean up after private use. Both the fee and

deposit will be placed in the care of the Association Manager and will be administered in accordance with rules posted and approved by the Board.

Clubhouse Policy and Reservation Procedures:

The following are rules developed for the use and enjoyment of the clubhouse and swimming pool area.

Reservations and Deposits:

1. The clubhouse is for use by members and their guests only, and will not be loaned to non-members.
2. Reservations are for the clubhouse proper and not for the swimming pool. Members wishing to use the pool while the clubhouse is reserved are to use the exterior pool gates only. This policy will allow members UNLIMITED use of the pool.
3. If members wish to reserve the clubhouse for a private function, check with the on-site office staff for scheduling. If the date desired is open, your name and time period desired will be entered on the Clubhouse Calendar.

A day or two prior to the event, contact the on-site office staff to arrange a walk-through of the clubhouse to determine that everything is in order, and that there is no apparent damage. At this time, a \$150 deposit check will be required, made payable to Arlington Oaks Condominiums HOA, in addition to execution of a Clubroom Use Agreement form. A key to the clubhouse will be "loaned" to the sponsoring member until the day following their event. A similar walk-through inspection will be made following the event. If the clubroom is in order, with the clubroom left clean and free of any damage, the full amount of the deposit will be returned to the member. Also, at this time the key "loaned" to the sponsoring member is to be returned. If there is damage or other costs, the deposit check will be forwarded to the Association Manager, who will deposit the check and refund any portion of the deposit (less any charges made to the sponsoring member that may be necessary for damages or other charges) within 30 days thereafter. In the event damages or other charges exceed the deposit amount, an assessment will be made against the sponsoring member for the full recovery of the repair and/or replacement of such damages and charges, which will be collected according to Association Collection Policy and Procedures.

4. In addition to the deposit above, a separate check in the amount of \$50.00 for each day of the scheduled event will be required, also payable to Arlington Oaks Condominiums HOA. This check will be forwarded to the Association Manager for immediate deposit.
5. Reservations will not be accepted more than 30 days prior to the date of the event, and will be limited to ONE (1) day only unless other members do not desire to use the clubhouse. The Property Manager must approve reservations for more than ONE (1) day.

Arlington Oaks Owners Association, Inc. Policies and Rules for Clubhouse Use

- **NO SMOKING** is allowed inside the clubhouse.
- **NO ALCOHOLIC BEVERAGES** are allowed in or around the clubhouse.
- You, and your guests, are **NOT ALLOWED** to use the pools or hot tubs while renting the clubhouse.
- Install decorations with user-friendly tape. **NO** nails, tacks or staples, etc. are allowed.
- Furniture or equipment **IS NOT** to be removed from the clubhouse for any reason.
- Wet bathing suits, towels, etc., **ARE NOT** allowed inside the clubhouse.
- Animals **ARE NOT** allowed in the clubhouse or pool area.
- Maintain noise at a minimum level so activities do not disturb your neighbors.
- The Arlington Oaks Condominiums Association, Inc., its officers, directors, or Association manager is not responsible for any accidents that may occur by owners or guests while using this clubhouse facility.
- The clubhouse closes at 12:00 a.m. You must have everyone out of the clubhouse and pool area 15 minutes prior to closing.

When Leaving the Clubhouse

- Clean the clubhouse thoroughly, and place trash in plastic bags and move to outside-designated area for this purpose.
- Turn air thermostat to 85 during the summer and 60 during the winter.
- Lock all doors to the clubhouse securely.
- **Report any damage, broken appliance or other problems to a committee member or the on-site office staff.**
- **Remember, this is your clubhouse!**

THIS AREA MAY BE MONITERED BY SECURITY CAMERAS 24 HOURS A DAY

**HAVE RESPECT FOR IT AS WELL AS FOR YOUR NEIGHBORS. LEAVE IT CLEANER
THAN YOU FOUND IT. HAVE FUN AND ENJOY.**

16. Exercise room & sauna rules.

- a. Owners or tenants with amenities pass only.
- b. Must be 16 years of age to use facility.
- c. No smoking allowed.
- d. No pets allowed.
- e. No wet swimming attire permitted inside.
- f. For your safety, we recommend the use of a "spotter" and weight belt at all times.
- g. No food or drinks allowed.
- h. Door must remain closed at all times and not left propped open.
- i. Shirts and shoes must be worn at all times.
- j. Absolutely no alcoholic beverages allowed.

17. Tennis court rules.

- a. Owners or tenants with amenities pass only.
- b. Must be 16 years of age or accompanied by an adult.
- c. Shirts and soft sole tennis shoes must be worn at all times.

- d. No food or glass containers allowed.
- e. No pets allowed.
- f. No roller blades, skateboards, or bicycles.
- g. Limit one hour when others are waiting.
- h. Court hours are from 7:00 AM to 10:00 PM.
- i. No alcoholic beverages are allowed. (**April 2002**)

18. Park area rules.

- a. Owners or tenants with amenities pass only.
- b. Absolutely no glass containers allowed in park area.
- c. If animals are brought into the park area, the animal owner is responsible for the removal of any defecation left by the animal.
- d. No alcoholic beverages are allowed. (**April 2002**)

19. Community pass key policy.

All owners have been given an amenity pass and key, which allows entry to both swimming pool areas and the park area. It is the owner's responsibility to furnish this key to any subsequent buyer of their unit or to their tenants upon move in. The owner must recover the key and pass upon move out of the tenant. It is mandatory that any person in the swimming pool areas, fitness room, sauna, tennis court area or park possess this pass and show proof to any Board member and/or Association manager upon request. If an owner's amenity pass and key are lost or stolen, a replacement charge of \$130.00 will be assessed the owner. Please contact the Association manager for replacement key and/or pass.

20. Mailboxes.

The Board of Directors has the exclusive right to designate the type, size, location and signage on mailboxes. Names on the outside of mailboxes are not allowed and may be removed by management without prior notice because publicly identifying names with a particular dwelling increases the risk of crime for occupants of the dwelling.

21. Nuisances/Disturbances (August 2004)

No unsafe, noxious, offensive or illegal activity or odor is permitted on the Property. No activity shall be conducted on the property, which in the judgment of the Association manager might reasonably be considered as annoying to neighbors of ordinary sensibilities, or might be reasonably calculated to reduce the desirability of the property for quality of living. No exterior loudspeakers or flashing lights shall be allowed. No person may do anything that will increase insurance rates for the Property, or which may cause such improvements to be uninsurable or which may cause any policy to be canceled, suspended or materially modified by the issuing company.

Team sports such as soccer, kickball, dodgeball, etc., are not permitted except in those areas designed for this purpose. No one, including adults and children, is permitted to play in the parking lots. Bicycles, tricycles, scooters, skateboards, skates, etc., may not be used in the parking areas or left outside overnight. Running in the common areas is prohibited. Climbing trees is prohibited. Climbing on buildings, roofs, walls or railings for recreational purposes is prohibited.

22. Children.

Each owner is responsible for the conduct of children who are tenants or guests in their dwelling. Children under the age of 9 years may not be left in a condominium unit without a person over the age of 13 who is present and responsible for the child. No children's toys may be left outside overnight in areas visible from the street or in common areas. Residents of a dwelling are encouraged to exercise care to

inspect windows, screens, locks and latches to make sure they are in good working order and are being used properly to protect children visiting or living in the unit.

23. Antennas.

No exposed exterior television or radio antennas or satellite dishes may be installed anywhere on the property without prior approval of the Board of Directors. Due to the recent FCC ruling, please contact the Association manager in writing as to your requests, rights and obligations under the Over-the-Air Reception Devices (OTARD) Rule.

24. Water leaks.

An Owner shall be strictly liable, regardless of fault, for any damages anywhere by water leaks from the following, but not necessarily limited to: owner's dishwashers, bathtubs, showers, commodes, sinks, aquariums, waterbeds and water furniture, washing machine, air conditioning systems, refrigerator or hot water heater.

25. Vehicle repair.

Vehicles must be serviced or repaired off the property. Vehicles which have expired license plates, expired inspection stickers, flat tires or which are obviously inoperable due to missing parts are prohibited and must be removed from the property at the owner's expense. Such vehicles must be removed from the property immediately upon notice from the Association manager or their representative.

26. Parking.

- a. Parking of vehicles, motorcycles and bicycles in grass areas, dirt areas, flowerbeds or sidewalks are prohibited. Owners and occupants shall park vehicles in their assigned parking spaces.
- b. No vehicles may be parked or unattended in such a manner as to block the passage of other vehicles on the streets or in driveways to dwellings. No vehicle shall be left parked and unattended, in the street, along the curb, in fire lanes, in front of dumpsters or in driveway areas in such a manner as to prevent the ingress and/or egress of emergency vehicles (i.e., fire, EMS) or service vehicles (i.e., refuse trucks). No inoperable vehicle may be stored on the property.
- c. No recreational vehicles (boats, trailers, mobile homes, etc.) or commercial vehicles may be parked on the property. Temporary accommodations may be made but only with prior consent of the Board. Towing will be enforced in all other situations at the owner's expense.
- d. Motorcycles and bicycles may not be parked on balcony walkways, underneath stairwells or on patios. Bicycles must be stored inside the dwelling. Motorcycles must not be stored inside the dwelling.
- e. If someone is physically disabled, the Association manager will accommodate special requests for handicap parking in common areas. Handicap parking signs must be honored.
- f. Each Condominium unit will be assigned certain parking space numbers. No other vehicles may park in parking spaces belonging to other condominium owners. Anyone violating this rule will be subject to towing by the Association, without prior notice to the vehicle owner or operator at vehicle owner's expense. All guest parking shall be parked in spaces provided for guest parking only, or otherwise unmarked parking spaces.
- g. Parking spaces assigned to the management office are to be used while conducting business at the Association's office during the hours stipulated on the on the parking spaces. Violators are subject to fine and/or tow at the owner's expense. (**July 2002**)
- h. Use and storage of temporary storage containers are prohibited without prior consent of the Board.

27. Access gate policy.

The east and west access gates will open each day at approximately 5:00 AM and will close again at approximately 10:00 AM. The gates will be reopened again at approximately 4:00 PM and will be closed at approximately 10:00 PM. The gates will not be closed during daylight hours on weekends and holidays. When the gates are closed, there is no parking or blocking of the gates allowed.

28. Anti-theft alarms.

Owners and occupants who have vehicles with anti-theft systems shall not allow the alarms or horns to go off and disturb other persons in the property for more than three minutes. Any vehicle violating the "three-minute" rule shall be deemed to be illegally parked and subject to immediate towing by the Association under the Texas towing statutes, without prior notice to the vehicle owner or operator. The Association may, without liability to the owner or operator of the vehicle, cut or disconnect any power source to such alarm or horn to avoid having to tow the vehicle.

29. Towing illegally parked vehicles.

Vehicles parked in violation of these rules may be removed and stored without permission of the vehicle's owner or operator. Notice and removal shall be in accordance with Chapter 684 of the Texas Transportation Code (formerly Article 6701g-2). A Condominium owner is liable for all costs of towing illegally parked vehicles of the Condominium owner, their family, guests or tenants.

30. Pest control.

The Association shall have the responsibility for pest control in all dwellings, with all buildings scheduled for routine treatment. When individual dwellings are to be treated, notices will be provided no less than forty-eight (48) hours prior to treatment. Owners and residents are requested to comply with any special instructions that may be provided. In the event pest control is needed at any time other than the normal schedule, contact the Association manager for this to be completed.

31. Criminal activity.

While on the property, no person may violate any criminal laws, health codes or other applicable laws. No tampering with water, lighting, timers, sprinklers, pool equipment or other common facilities is allowed.

In order to help deter criminal activity, **the Association will pay a \$500.00 reward** to any person who assists in the arrest and conviction of any person or persons guilty of criminal activity or otherwise damages or destroys Association property or personal property belonging to owners, their families, tenants or guests.

32. Utilities and leaks.

Each owner shall be responsible for promptly fixing leaks in all plumbing lines, plumbing fixtures, hot water heaters, lavatories, sinks, tubs and shower stalls inside their dwelling. A condominium owner will be responsible for paying for damages and repairs necessitated by water leaks from their dwelling to adjacent dwellings. If the Association deems it necessary to repair any of these items inside an owner's dwelling, the owner shall reimburse the Association for the cost of repair, plus 33% for administrative overhead.

33. Eviction of tenants.

The Association may recommend that any tenant who leases a unit is evicted who substantially or repeatedly violates the Association's rules and regulations.

34. Common area modifications.

No Owner may construct, alter, modify, landscape, trim or otherwise perform any work whatever upon any of the common facilities, limited or general, without the prior written approval of the plans from the Board of Directors. No exterior awning, shades, railings or additional lighting may be installed without Board approval. No planting or transplanting shall be done except within individual dwellings.

35. Common area repairs.

If any common facility (for example, entry gates, common wastewater disposal system, etc.) is in need of repair or maintenance, you are requested to contact the Association manager immediately and leave a message about what needs to be fixed. This is especially important if exterior lighting or the automatic closing and latching devices on the pool gates are malfunctioning.

36. Smoke detectors.

Each owner is required to have and maintain an A/C electric or battery smoke detector(s) in their dwelling in accordance with state law. The occupants must keep the smoke detector in working condition at all times.

37. Vacation procedures.

Any occupant leaving for several days should:

- a. Arrange for pet care.
- b. Leave the thermostat at a level to prevent problems with freezing pipes, even though the outside temperature may not be sufficient to warrant this protection at the time you leave.
- c. Ask the post office to hold your mail, or arrange for someone you know to pick up your mail and newspapers daily for you.
- d. Notify a friend to check your unit frequently.
- e. Notify the owner of your condominium or the Association manager.

38. Freeze warnings.

During extended periods when the exterior temperature is 32 degrees or less, the following procedures should be followed to prevent pipes from bursting:

- a. Leave the heat on, at a temperature not below 68 degrees.
- b. Leave cabinet doors open under kitchen and bathroom sinks to allow heat to circulate.
- c. Leave all faucets dripping slightly.

39. Air-conditioning and/or heating system.

Supplementary air-conditioning or heating units may not be installed at any exterior window of any dwelling.

Policies Applicable Primarily to Owners

40. Lease forms.

The Board of Directors recommends the TAA Condominium/Townhome Lease Contract form for use by Owners. Leasing of dwellings is allowed only if:

- a. All leases are in writing and are subject to the provisions of the Declaration and community policies.
- b. A copy of the most recent community Policies, Rules and Regulations are provided to the Owner's tenant by the Owner at the beginning of the lease term.

- c. The Condominium is not leased for hotel or transient purposes or for less than six months.
- d. A copy of the lease must be provided to the Association manager. Owners are responsible for the actions of their families, tenants, guests, invitees and contractors.

41. Emergency access to Condominiums.

The Association shall have the right to enter an owner's condominium for purposes of:

- a. Inspection for utility leaks and frozen pipes;
- b. Prevention of water pipe freezing (by turning on heat or dripping faucets); and
- c. Protection of property rights and quiet enjoyment of other owners.

The Association requires that all owners furnish the Association with entry keys to their condominiums for such purposes. If the condominium is unoccupied at the time such entry is needed for such purposes, only a locksmith may be used for gaining entry, except in case of extreme emergency such as an obvious water leak or fire. The Association, at the Owner's expense and without prior notice, may repair emergency utility leaks. The Association, at the Owner's expense, may repair utility leaks for which the Owner is responsible under the Declaration, Bylaws or rules with prior notice delivered to the condominium if the Owner fails to promptly repair them.

42. Assessments and damage charges.

- a. The Board may charge assessments against an Owner for violations of restrictions or standards of conduct contained in the Declaration or Association rules which have been committed by an Owner, an occupant of the Owner's unit, or the Owner or occupant's family, guests, employees, contractors, agents or invitees. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owner.
- b. The Board may assess damage charges against an Owner for financial loss to the Association from property damage or destruction of common areas or common facilities by the Owner or the Owner's family, guests, contractors, agents, occupants or tenants.
- c. The Association manager shall have authority to send notices to alleged violators, informing them of their violations and asking them to comply with the rules and/or informing them of potential or probable assessments or damage assessments. The Association may also charge the unit owner the cost of postage for repeated violation mailings.
- d. The procedure for assessment of charges and damage charges shall be as follows:
 1. The Association manager must give the Owner notice of the assessment or damage charge in writing at the time of the violation or no later than seventy-two (72) hours of the violation;
 2. The notice of the assessment or damage charge must describe the violation or damage;
 3. The notice of the assessment or damage charge must state the amount of the assessment or damage charge;
 4. The notice of an assessment or damage charge must state that the Owner may, no later than 30 days after the date of the notice, request a hearing before the Board to contest the assessment or damage charge; and
 5. The notice of an assessment must allow the Owner a reasonable time, by a specified date, to cure the violation and avoid the assessment unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months. A reasonable time to cure is not necessary in a notice of damage charge.
- e. Assessments and/or damage charges are due immediately after the expiration of the 30-day period for requesting a hearing. If a hearing is requested, such assessments or damage charges shall be due immediately after the Board's decision at such hearing, assuming that an assessment or damage charge of some amount is confirmed by the Board at such hearing.
- f. The Board shall set the minimum assessment for each violation.

43. Delinquencies.

The right to vote and the right to use common facilities such as the swimming pool, etc. of any Owner who is more than 30 days delinquent on any sum owed to the Association are automatically suspended without notice. Any and all expenses necessary for the collection of sums due to the Association by owner shall be the responsibility of the owner.

44. Collection policy and procedures

The timely payment of monthly Association dues is essential to permit prompt payment of on-going operating expenses for the Arlington Oaks Condominium community, as well as to protect the assets of all condominium owners. Therefore, the following dues collection policy has been adopted.

Association dues are due on the 1st of each month. In the event any dues are not paid on or before the 15th of the month, a late fee will be added. For collection purposes, when payments are received, payments will first be applied to late charges and/or legal fees due, then to delinquent Association dues or assessments.

Any past due balance of more than \$1.00 will be assessed a \$30.00 fee per month until the balance is paid in full.

Thirty (30) Days Delinquent

On the 16th of the month, a reminder notice will be printed and mailed regular mail with a \$30.00 fee being assessed.

Sixty (60) Days Delinquent

On the 16th of the month, a reminder notice will be printed and mailed regular mail.

Ninety (90) Days Delinquent

On the 16th of the month, in addition to a reminder notice printed and mailed regular mail, legal counsel shall provide a thirty (30) day notice of intent to foreclose, mailed to the owner via certified mail, return receipt requested. Legal fees necessary for providing this notice will be added to the amount due from the owner.

In the event a notice of intent to foreclose has been issued, full payment of association dues currently payable, including late fees and attorney fees, will be required in order to cancel foreclosure proceedings.

In the event full payment of association dues currently owed (including additional dues which may have become due after the notice of foreclosure is provided) will be required, as well as late fees and legal fees that are due, the condominium unit(s) owned by owner will be posted for foreclosure. All legal fees necessary for such foreclosure activity will be added to the amount due from the owner.

The above collection procedures will also apply for the collection of any special assessments made by the Board of Directors, which are not paid on or before the due date such assessments are declared due.

In the event any check is returned marked insufficient funds, an NSF fee shall be charged.

45. Fees for special services.

Fees chargeable to owners for special services such as furnishing resale certificates, eligibility certificates, copies of declarations, copies of information sent to mortgages, copies of accounting records, etc.) shall be set by the Board from time to time.

46. Change of address.

Owners shall keep the Association timely informed of their current addresses.

47. Names and addresses of tenants.

Owners shall notify the Association of current names, addresses and telephone numbers of tenants of the respective condominiums.

48. Exterior construction and improvements.

Outbuildings, fences, exterior modifications, exterior colors and other exterior improvements are strictly prohibited or strictly regulated by the Declaration. Owners must obtain written approval from the Board of Directors before making such improvements. All written approvals shall be recorded in the minutes of the Association Board of Director meetings. For proper authorization procedures, please contact the Association manager.

49. Name and address of new Owners.

An Owner may not sell or convey their Condominium without all monies due and owing to the Association being paid in full. If such Owner does sell, convey or transfer their Condominium without paying such monies, such selling Owner shall remain liable for all monies accruing to the Association thereafter on such until such monies are paid in full. If an Owner sells or transfers ownership of their Condominium and fails to notify the Association of the sale, the selling Owner shall continue to be liable for assessments accruing after the sale or transfer until such time the selling or transferring Owner notifies the Association and their managing agent in writing of the name and address of the new Owner.

50. Security device requirements if you rent your dwelling.

If Owner rents their dwelling, a special statute provides that Owner must rekey at every tenant turnover and you must install and maintain certain kinds of security devices in your dwelling. This is very important since an Owner can be held responsible for crimes committed against Owner's tenants that are caused in part by Owner's failure to comply with the 1993 Texas Security Device Statute. The statute states that Owner must rekey between the date the old tenant moves out and the 7th day after the new tenant moves in. Consult the Association manager regarding your statutory security device obligations as a landlord if Owner ever rents their dwelling.

51. Interior water leaks.

Failure of a condominium owner to promptly repair or report a water leak within 24 hours after evidence of the leak in the interior of the Owner's dwelling can cause damage to be compounded and cost the Association excess dollars on wasted utility usage. This is especially true when leaks occur from windows, roofs or other exterior areas. This can result in water running down the interior of perimeter walls and damaging the interior of the dwelling walls, interior surfaces, ceilings or carpets in dwellings. The failure of the Owner to repair or report such leak within 24 hours after the first sign of the leak shall mean that the dwelling Owner shall pay for 80% of the cost of any interior repairs to any common element which the Association would otherwise be liable to fix and pay for under the Declaration. Condominium Owners must repair or report evidence of any existing leak to the Association manager within that 24-hour period. After that time, an owner is liable for 80% of the cost of interior repairs, and repairs of other items for which the Association would otherwise be liable.

52. Insurance.

The Association does insure the buildings and common areas against loss by fire, windstorm, hail and certain other perils. The Association does assume the risk and carries liability insurance on all common areas as defined in the Declaration and/or By-laws. The Association does not insure any occupant's

personal property against fire, theft, water damage, mysterious disappearance, vandalism, malicious mischief, etc. whether the property is located inside the dwelling or in the common areas. The Association recommends that each occupant carry renter's insurance. The Association does not assume the risk or carry liability insurance for accidents that occur inside a condominium unit. Every owner is encouraged to purchase a comprehensive personal property and liability policy for their own protection.

53. Declaration provisions.

Many of these policies are directly from the Declaration of Covenants, Conditions and Restrictions, which apply, to owners and their occupants and guests. Some of the policies are in addition to what is in the Declaration. All Declaration provisions apply--even if not described in these policies. Except for provisions of these policies that come from the Declaration, the policies may be changed by the Board.

54. Criminal Background Checks. (January 2002)

Criminal background checks must be done on every new resident that leases on the property. A copy of the criminal background check and a copy of the lease must be supplied to the office **prior** to the new tenant moving onto the property. Any owner that does not supply the office with the required documentation will be assessed a \$50.00 fine, per violation, per day, until the documentation is received. The following are the guidelines that have been established regarding any criminal background.

- a. No felonies will be accepted.
- b. No misdemeanors that involve moral turpitude, drugs or theft within the last 5 years.

The Board of Directors must approve any one with a criminal background prior to the applicant being approved.

55. Occupancy Guidelines.

The following are the occupancy limits for each unit.

One bedroom-one bath	2 adults and an infant under 6 months
Two bedroom-one bath	2 adults and 2 children
Two bedroom-two bath	4 adults or 2 adults and 2 children

56. Soliciting.

There is no soliciting allowed on Association property. Under no circumstances may unit owners, renters, lessee or guests sell products or services door to door or out of personal or business vehicles.

57. Police Calls. (July 2002)

Whenever the police are called on the Association property because of a complaint or on official business related to criminal activity, the owner of the unit visited shall be sent a violation notice on the call. After that they will be assessed a fine in accordance with the Association's Schedule of Charges and/or Assessments. If the police are called on the Association property on business that involves any felony violations the owner of that unit will be fined and the Board will request immediate eviction of the residents.

58. Water Shut Off. (January 2002)

Whenever the water needs to be turned off for any reason other than an emergency, the following is a list of guidelines that must be followed.

- a. The water can only be turned off between the hours of 10:00 a.m. and 3:00 p.m., Monday through Friday.
- b. The water may only be shut off for one (1) hour.

- c. If the water is turned off for more than one (1) hour and the repairs are not being done by a licensed contractor, an Association's representative will turn the water back on and a licensed plumber will be called to complete the installation at the owner's expense.
- d. If there is any damage caused to my condominium or any condominium surrounding my condominium, the owner will be financially responsible to repair these damages.
- e. If the water is shut off after 3:00 p.m. the Association's representative will call a licensed plumber to complete the repairs at the owner's expense.

59. Sale of Units Acquired by the Association following Foreclosure. (August 2004)

Any unit(s) acquired by the Association following the foreclosure process shall be posted for sale on the exterior bulletin board for 45 days. Sealed bids will be accepted during this time until the close of business on the 45th day. If the 45th day falls on a weekend or holiday, the bids will be closed the following business day. Bidders shall post \$1,000.00 earnest money (cashiers check only) made payable to Arlington Oaks Owners Association. The earnest money is only refundable to unaccepted bids. The highest bid will be the accepted bid and must close within 30 days from the closing of bids. The manager will post bid and property closing dates on the bulletin board.

60. Fire Alarm System (August 2004)

The Fire Alarm System located within each unit should not be tampered with for any reason. Any person who has intentionally made the heat detector and/or alarm inoperable within their unit will be subject to a severe fine in addition to any costs incurred to repair the alarm system.

Please note that homeowners or their manager are responsible for conducting business with their renters. NO BUSINESS SHALL BE CONDUCTED BETWEEN ARLINGTON OAKS HOA STAFF AND RENTERS, except in an emergency.

1. Unleashed pet on property	\$ 30.00
2. Trash on patio or breezeway	\$ 30.00
3. Signage/aluminum foil in windows or improper window coverings	\$ 30.00
4. Storage of inoperable vehicle on property	\$ 50.00 per day
5. Use/storage of temporary storage container on property	\$ 50.00 per day
6. Working on vehicles on property	\$100.00
7. Expired tags or inspection	\$ 30.00
8. Failure to provide copy of deed	\$ 30.00
9. Failure to provide current rental agreement or occupant information	\$ 50.00 per day
10. Failure to provide criminal background check	\$ 50.00 per day
11. Intentional or unintentional damage of property (plus cost of repairs)	\$100.00
12. Intentional waste of common utilities	\$100.00
13. Bulletin Board Fee for Businesses- (90-day time limit)	\$ 75.00
14. Parking on grounds (plus cost of repairs)	\$ 50.00
15. Failure to supply office with working key to unit	\$ 30.00
16. Tampering with Fire Alarm System (plus cost of repairs)	\$250.00
17. Clubhouse Fee	\$ 25.00 per day
18. Nuisance/Disturbances- (includes loud noise, music, TV, barking dog, vehicle, etc.)	\$ 30.00
19. Resale Certificate/Transfer fee upon sale of unit	\$150.00
20. Late charge (per Declaration) \$ 5.00 Late Payment Fine \$ 25.00 Charged on 16th day of delinquency	\$ 30.00
21. NSF fee	\$ 30.00
22. Postage Fee (cost of postage)	\$ cost
23. Replacement of lost Amenity pass	\$ 30.00
24. Replacement of lost Amenity key	\$100.00
25. Keys (duplicated)	\$ 1.00
26. A/C filters (regardless of size)	\$ 2.00
27. Rekeying locks (per cylinder)	\$ 10.00
28. Replacing mailbox locks	\$ 15.00
29. Alcohol in amenity areas	\$ 50.00
30. Fine for police calls. (1 st call) Fines double for additional police calls	\$ 125.00
31. Placing non-household items beside or in dumpsters (Water heaters, furniture, carpet, etc.)	\$ 100.00 plus cost to remove item
32. Violation of pool rules	\$ 30.00 per rule violated
33. Failure to dispose of pet defecation from common areas	\$ 30.00
34. Cooking on patio, balcony, or within 10ft. of any building	\$ 75.00

All above assessments and/or charges are subject to change by the Arlington Oaks Owners Association Board of Directors, without notice. At the Board's discretion, all fines are subject to doubling in amount per day for repeated violations of the same rule or regulation.