

# Oak Creek Community Guide

## Revision Page

May 11, 2011

- **Cover Page:** Added the revised date.
- **Page 3:** Updated the Managements contact information.
- **Page 5:** Added Breed Restrictions. Combined previous rule #6 w/new wording for new #2. Previous rule #2 becomes #3. #3 becomes #4. Added New #5 which is part of previous #4. Defined extended period of time as > 30 minutes. Previous #5 becomes #6 with added wording "or human food" and "No feeding of wild life on property."
- **Page 6:** Took out old fashioned language in #6 i.e. tape players, walk mans. #16 added "No playing with safety rings and pool equipment". Took out wording "ashtrays". Added "No balloons".
- **Page 8:** Added "Needs to submit request if wants dish on balcony and receive written permission for their records."
- **Page 9:** Paragraph 7, changed managing agents contact information.
- **Page 10:** Managing agents contact information.
- **Page 14:** Managing agents contact information.
- **Page 15/16:** Clarification of the word "sponsor" and "member".
- **Page 19:** Paragraph 4 added "complete the Owner Occupancy Register Form."
- **Page 20:** All management contact information.

# **Oak Creek Owners Association**

## **Community Information**

### **Guide**

*Revised*  
*April 17, 2011*

**Oak Creek Condominiums**

1700-1716 Baird Farm Circle  
Arlington, Texas 76006

# **OAK CREEK COMMUNITY POLICIES**

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For the purpose of these Rules and Regulations, "Resident" is defined as any owner, permanent or temporary tenant of any unit of Oak Creek, or any long or short-term house sitter or caretaker of any unit, (Paragraph 2 9e, Article 13)

"Common Areas" or "Common Elements" include those areas owned by the Association and shared by all Oak Creek Residents (i.e. grassy areas, sidewalks, parking lots, swimming pool, and all planted areas within the legal boundaries of Oak Creek). Limited Common Elements are areas designated for the specific use by one unit, although not included within the perimeter of that unit, an example being a patio or balcony, or assigned covered parking. (Paragraph 1 1c, Paragraph 1 1k, and Paragraph 1 1m Declaration)

Any Resident who may witness a violation of the community policies is encouraged to report such violation to the office of the managing agent by phone or in writing. All complaints will remain strictly confidential.

## GENERAL COMMUNITY POLICES

Resident(s) are required to maintain their condominium units and patios or balconies within standard requirements of City Fire and Health Ordinances (Paragraph 2 9e Declaration).

All common walkways, driveways and entrances will at all times be kept free and unobstructed and will not be used for any purpose other than entry and exit. All patios and balconies will be kept free of debris, garbage, unused or stored furniture or any other unsightly items; however, patio/balcony furniture is acceptable. Nothing will be stored in the common elements (Paragraph 2 9d, Paragraph 2 9e, Articles 1, 2 and 3 Declaration).

All firewood must be stored on metal racks at least (2) inches above the surface of the ground or concrete and at least on (1) foot from any brick, wood, or sheetrock structure, or wall. The amount stored shall be limited to a 2 'x 2' x 4' block (16 cubic feet).

Resident, members of their families or their guest(s) **may not use any portion** of the Common Elements, including sidewalks, entrances, parking lots, halls or passageways **as play areas**. For reasons of safety, the use of **bicycles, skates, roller blades, skateboards** and other similar recreational items **are prohibited** within these areas. (Paragraph 2 9c, 2 9d and 2 9e, Article 1, Declaration)

Loss or damage to any general Common Element or Limited Common Element that can reasonable be attributed to a Resident or their guest(s) will be repaired or replaced by the Association at the expense of the responsible owner. Upon verification of damages, owner will be notified in writing of the nature of the damage. However, repairs will be made at the sole discretion of the Oak Creek Board of Directors. ( Paragraph 10 and 2 9e, Article 12, Declaration).

No garments, rugs, etc, may be hung from the exterior of the windows, balconies or from any part of the exterior portion of the building. Curtains and drapes are to be white or off-white in color.

Shading from the sun should be accomplished by the use of white or off-white indoor shades for patio or balcony doors and solar screens in a color consistent with those currently in place for windows. (Paragraph 4 Declaration) Any variation from the approved items noted above must be submitted to the Board for approval. (Paragraph 3 8 Declaration) Such request must be submitted in writing no less than 30 days prior to the commencement of such work. (Paragraph 2 9b, 2 9e, Articles 4 & 8, Declaration) Screens must be in good condition-no tears.

No Resident may use water for any other use than ordinary household purposes.

The washing of vehicles of any sort is prohibited on the common elements.

No personal article(s) may be placed in any of the general common areas. **Any personal article placed in any of the general common areas is subject to removal**. If an article is removed, please contact managing agent to claim property. (Paragraph 2 9c, 2 9d and 2 9e, Article 1, Declaration)

**No sign of any kind shall be displayed to the public** view on or from a unit or Common Elements without the prior written request of the Board or the written consent of the Managing Agent acting in accord with the Board's direction. (Paragraph 2 9e, 4 Declaration)

Solicitation of any nature is prohibited within the community. (Section 2 9e, Article 5, Declaration)

## **INSTRUCTION IN CASE OF FIRE:**

In all cases of fire or suspected fire, call the Arlington Fire Department 911- notify your neighbors and call the management company (817) 261-2121.

## **DUMPSTERS**

There are two community dumpsters located within Oak Creek. Normal household trash must be bagged and placed inside the dumpster Boxes of all sizes must be broken down and placed inside the dumpster. **Do not place old furniture, appliances, water heaters, beds, or other large item, durable goods outside of the dumpster or even in the dumpster. You are personally responsible for the disposal of these items.** If you witness anyone disposing of such goods within this community, please contact the managing agent so fines and removal fees may be levied against the responsible unit owner. Should you witness any problems with trash piled next to the dumpster, please call the managing agent at your earliest convenience.

## **TRASH DISPOSAL**

Paragraph 2 4 and Paragraph 2 9, Section c, Articles 3, 5, and 8

Trash should be securely bagged and placed in one of the dumpsters located one each side of the property. Trash and trash bags are prohibited on, in, under or around entry areas, walkways, patios or balconies and all common areas. Large items (furniture, appliances, mattresses, etc.) will not be picked up by the trash company and should not be left outside the dumpster. Disposal of large items is the responsibility of the Resident Liquids must be contained in sealed containers capable of remaining unbroken and leak free after being discarded inside a common trash disposal container.

## **OUTDOOR COOKING**

Paragraph 2,9, Section c, Articles 1, 2, 5 and 8

Effective November 6, 1998, a new City of Arlington law went into effect that **prohibits grilling on patios or balconies or anywhere within ten (10) feet of the building.** Please use facilities provided by the Association if you choose to cookout.

## **SMOKE ALARM SAFETY**

Maintenance of smoke alarms is the responsibility of the owner, and must be checked monthly for property operation. We strongly recommend no less than two (2) smoke detectors per one bedroom unit, three (3) detectors per two bedrooms, with one located in the primary living area and one additional smoke detector in each room. Your kitchen vent-a-hood should be cleaned periodically (i e., once a month) to avoid a possible grease fire hazard

Several units in Oak Creek were built with fireplaces. In the event your unit has a fireplace, we recommend you have the chimney cleaned once each year. No flammable, combustible or explosive material may be kept inside, near the exterior of any unit, or in exterior storage closets. No storing of firewood in closets or in common areas.

## HEAT DETECTION SYSTEM

Paragraph 2 4, 2 9, and 3 6 of the Condominium Declaration

The City of Arlington requires this system to have an annual inspection to verify operational status. Included in the inspection, all units must be reviewed once each year to inspect the operation of this system. Owners are responsible for payment for necessary repairs to the interior equipment. Residents must allow the Association and the licensed inspectors access to the interior of each unit upon notice of inspection schedule. In the even the system sounds trouble, please call the Arlington Fire Dept at 911 immediately and vacate the unit you occupy as soon as possible. A loud fire bell ringing noise will occur until silenced by the fire department. If there is system trouble, please call the managing agent so proper repairs can be made to make the system functional.

**The heat detection units are directly wired into the system.** A break in the electronic loop creates a trouble signal. It is important that neither hear nor smoke detectors ever be disconnected by an owner for doing interior repairs, for example painting. In the event a heat detection unit is painted over, the detector can no longer be considered effective and must be replaced.

Any Resident found to have tampered with or removed heat detector will **be solely liable for ALL costs** associated with re-securing the system. If you are not knowledgeable about his system contact the managing agent for all necessary information.

## MONTHLY INSPECTIONS

The following items in your unit should be inspected on a monthly basis, if not more often. Inspecting these items and insuring they are in good repair may save damage to your unit or your neighbor's unit: **smoke alarm electrical connections or batteries, plumbing under kitchen sink and bath lavatories, caulking around tub or shower enclosure and toilet bases, tile grout in the tub and shower enclosure, toilet tank parts for cracks or mineral deposit build-up, the toilet base for any dampness and shower doors for tight closure.**

## INSURANCE REQUIREMENTS

Owner/occupants are required to purchase a Texas Homeowners Policy-Form B or Homeowners Condominium Policy. The Declaration, Article 4 6 states in part; Insurance coverage on the furnishings and other items of personal property belonging to a Unit Owner and casualty and public liability. Insurance coverage with each Unit are specifically made the responsibility of each Unit Owner, and each Unit Owner must furnish a copy of his insurance policy to the Association. The amount of his policy should include the cost of contents, in addition to appliances, light fixtures, window appointments, floor coverings, wallpapers, fabrics, custom mirrors, custom shelving or cabinets and scheduled personal property. Improvements and betterments above the original building standard should be insured. The policy must include liability coverage. With the aid of your insurance agent establish if liability coverage includes negligence or property damage to the owners' property as a result of malfunction of component for which the individual owners is responsible for the maintenance and repair of. Investor owners of non-occupying owners should add this protection to their Homeowners Policy. Your agent is familiar with the coverage you need.

Tenants should obtain "apartment contents and liability" endorsements. This coverage safeguards the loss or damage of personal property.

## **ANIMAL POLICY**

The following policies have been created in accordance with paragraph 29, Section e, Article 12 of the Oak Creek Condominium Declaration and shall be enforced through provisions established within this portion of the Declaration and the City of Arlington Ordinances.

1. **Limit two (2) animals per unit. No animal may weigh more than fifty (50) pounds.**
2. **We Do Not Accept Any Aggressive Breeds. Breeds that are included but not limited to are:**
  - Pit Bull, Doberman Pinscher, Chinese Shar-Pei, Rottweiler, German Shepherd, Siberian Husky, Alaskan Malamute, Chow Chow, Dalmation and Akita.

\* Any dog will bite if sufficiently provoked.
3. **Owners must be in compliance with City Ordinance Article III, Section 3.01-** Animal(s) must be properly vaccinated and have a proper tag with owners name and phone number and/or the metal license tag stamped with an indentifying number for the dog or cat from City of Arlington.
4. Animal owners must **immediately pick up after their animals** anywhere on the common Area and dispose of the waste accordingly. The animal walk areas include the grassy area that borders the fence of the perimeter of the property.
5. In accordance with the City of Arlington Ordinance Article IV, Section 4.11 **"a person commits an offense if he/she fails to keep an animal he/she owns from being at large."** "At Large" as defined by the city ordinance shall mean:
  - a. On premises of Owner-any animal not confined to the premises of the owner by some physical mean of sufficient height, strength, length and/or manner of construction to preclude the animal from leaving the premises of the owner.
  - b. Off premises of Owner- Any animal not physically and continually restrained by some person by means of a leash or chain of proper strength and length that precludes the animal from making **any unsolicited contact with any person**, their clothing, their property and or their premises.
  - c. Provided, however, that any animal confined within a cage, automobile or other vehicle of it's owner shall not be deemed at large.
6. No animal may be left on any patio or balcony for an extended period of time (30 minutes or more) or shall be left unattended. No animal may be leashed or contained outside of any unit.
7. No animal/or human food (i.e. bread) may be left outside for any animal. This includes bird feeders. **No feeding of any wildlife on property.**
8. No animal(s) will be allowed in the pool area according to the City of Arlington Public and Semi-Public Pool Ordinance Article VIII Section 7 12.
9. Animal owners are solely liable for any damage caused by their animals.
10. Any animal found on the common elements unattended may be subject to being picked up by animal control.
11. Any animal deemed to be a nuisance by the City of Arlington Ordinance **may be removed** at owner's expense.

## **POOL & HOT TUB RULES AND REGULATIONS**

Paragraphs 2 4, 310, 2 9, Sections c. d, and e. Article 3 and 5 of the Oak Creek Declaration

### **Pool & Hot Tub Hours:**

Sunday-Thursdays: 9 a.m. until 10 p.m.

Friday & Saturday: 9 a.m. until 12 a.m.

### **ALL QUIET AFTER SUNSET**

### **Pool & Hot Tub Rules:**

1. The pool and hot tub are for the exclusive use of Oak Creek Residents and their guests. Residents are responsible for the conduct of their guests. **Guests must be accompanied by the resident.**
2. For safety reasons **no one under 16 years of** age is permitted **without parent or guardian.**
3. Pool furniture shall not be removed from the pool area.
4. No running, pushing, or scuffling is permitted in the pool area.
5. No splashing of water other than that accompanying normal swimming is permitted.
6. Voices shall be kept at normal conversation levels. No large radio/stereos are permitted.
7. **Large parties, defined as more than five (5) persons, must have the written permission of the Board of Directors, no less than seven (7) days in advance.**
8. City of Arlington ordinance prohibits any person having any medical condition posing a threat to others (for example: skin abrasions, open sores, skin disease, eye disease, nasal discharge or a communicable disease) is excluded from using the pool or hot tub.
9. No street clothes, cut-offs, diapers or other such attire are permitted while using the pool or hot tub.
10. City of Arlington ordinance requires all infants to wear rubber pants while swimming in a community pool.
11. All bobby pins, hairpins and other such materials shall be removed before entering the pool or hot tub. These can damage the equipment.
12. Glass containers of any nature are prohibited in the pool area.
13. City of Arlington ordinance prohibits eating or drinking while in the pool or hot tub **water.**
14. No animals are permitted in the pool area by city ordinance.
15. In the event **any damage** is created within the Common Elements or to pool equipment, said **owner is responsible.**
16. It is **prohibited to climb or play on or in the fountain**, pool fence or pool house. **No playing with safety rings** or pool equipment.
17. **No balloons** of any kind in the pool area and or hot tub, these can cause damage.

Cleaning the Pool Area; each resident is responsible for cleaning up the area that they use. This includes putting cans in the trash, removing any beverages from the area and cleaning off chairs that have suntan oil on them. All articles brought to the pool area including but not limited to trash, towels, books, magazines and newspapers shall be removed.

**POOL GATES ARE TO REMAIN LOCKED AT ALL TIMES IN ACCORDANCE WITH THE CITY OF ARLINGTON'S CODE AND INSURANCE REQUIREMENTS. DO NOT PROP IT OPEN WITH ANY OBJECT. GATE MALFUNCTIONS SHOULD BE IMMEDIATELY BE REPORTED TO THE MANAGING AGENT.**

**NO LIFEGUARD ON DUTY! SWIM AT YOUR OWN RISK!**



## USE OF PARKING SPACES

### Paragraph 2 9, Section e, Article 9

Only vehicles belonging to Residents or their guests may be parked in the parking areas. Residents shall not park more than two vehicles per dwelling on a permanent occupancy basis without prior permission from the Board of Directors.

Parking spaces are to be used only for parking of personal vehicles including passenger cars, light trucks, motorcycles and vans, which are in operable condition, with current license and state inspection. No items may be attached/chained to any part of the carport structure.

Owners of vehicles with expired registration or state inspection certification or which appears inoperable, will be tagged with notification of the violation and given 24 hours to comply. If the owner of the vehicle in question fails to take action to correct the situation within the specified time, the vehicle may be towed from the property at the owner's expense. Any vehicle that is parked in violation of reserved covered parking as designated may be towed at the owner's expense with no prior notification.

No parking space may be used by a Resident or guest for the purpose of vehicle storage. "Vehicle Storage" for the purpose of these Rules and Regulations constitutes the parking of a vehicle not regularly used for daily transportation. The Association has no obligation to provide vehicle parking beyond the assigned space and existing visitor parking, which is to be utilized on a first come first serve basis.

All Residents are responsible for ensuring that their guest's park in visitor's parking spaces and not in parking spaces assigned to other Residents. Violator's vehicles may be towed at the discretion of the owner who has been assigned such space.

No Resident **may park**, store or keep **any commercial** vehicle with the Common Elements of Oak Creek. This includes: dump truck, cement mixer trucks, oil or gas trucks, delivery/cargo trucks, "18 Wheelers", or trailers of any nature.

Recreational vehicles such as boats, jet skis, camper units, motor homes, travel trailers may be stored onsite for a period not to exceed two weeks. However, any vehicle deemed a nuisance at any time must be removed upon request of the Board of Directors within 24 hours. **All recreational vehicles must be registered with managing agent.**

At present, each unit has one designated reserved covered parking space. Each reserved space is a limited Common Element that has been designated for the exclusive use of a specific unit owner.

## MOVE IN/OUT POLICY

Residents are permitted to move in or out of units between the hours of 8:00 a.m. and 9:00 p.m.

Residents shall exercise reasonable care to avoid making excessive noise while moving in or out of the units.

No resident or individual/company assisting in a move shall drive **any** vehicle on the Common Elements except parking lots.

## Satellite Dish Specifications

**The following policy has been established when installing a satellite dish:**

1. May **not** be **attached** to any portion of the roof or common area. Devices may **only** be placed in "exclusive use" areas of the property such as your balcony or patio, (with the exception of the roof), after a written request has been submitted to the Board of Directors for approval. A request to place a dish on balcony or porch **must be submitted in writing** to the board of directors for consideration. You must receive written permission for your records. If mounted on the roof, the dish is to be set in a container of cement containing no less than 3 gallons, or on a **non-penetrating** mount, with the cable extending from the roof area into the condominium.
2. No part of the dish or antenna can **extend beyond/or over the balcony/patio railing line**, or be visible from ground level.
3. **No holes may be drilled in outside walls**, roof, windows, and or balcony railings.
4. Exact specifications are needed on the satellite dish/antenna (IE size, dimensions, etc.) before installation will be approved. No dish may be installed that is more than 18" in diameter.
5. Person doing the installation must be a professional contractor, with general liability and Workers Compensation insurance (proof of insurance is required). The contractor must issue a certificate of insurance to the association, in the name of the Oak Creek Homeowners Association, Inc.
6. Additional liability insurance in the amount of \$25,000 00 must be purchased by the owner' and naming also Oak Creek Home owner's Association, Inc. as insured.
7. Drawings (or general work scope) of how the installation to be performed must be prepared by the contractor doing the work and must be submitted to the Board of Directors for final approval.

The above policy and requirements, even though provided, requires owners who wish to install a satellite dish to submit a written request to the Board of Directors for formal approval. To expedite the request, the guidelines listed below must be followed:

1. A request will only be processed from the **owner** of an individual condominium.
2. Request must be in writing outlining the complete specifications and installation procedure. Please give as much detailed information as possible.
3. The request must include owner's name, complete address and phone number.
4. The owner must sign and date the request and direct this information to the Oak Creek Board of Directors for their approval.

These guidelines and policy are general in nature and may change at any time at the discretion of the Oak Creek Board of Directors.

## **MODIFICATION OF BUILDINGS**

The Declaration of Oak Creek Condominiums, Paragraph 38 Titled "Alterations", Paragraph 2 '3 Titled "Limited Common Elements", and Paragraph 44, Section I and 29, Section b, and Article 1, 2 and 3 state that no change to the building exterior may be made by owners, except with written approval of the Board of Directors. The following regulations clarify the meaning and application of Paragraph 3 8 for all Residents.

No Resident may make any decoration, repair or improvement to a building exterior at other general common or limited common elements, without prior written consent by the Board.

Any modification of building walls, exterior or interior, including patios and balconies, must have prior written approval of the Board of Directors and appropriate building permits required by the City of Arlington, before project commencement.

Proposed changes are to be described using formal architectural drawings detailing any structural modification, finished exterior and interior views, and materials and finish coatings to be used on the completed project.

With cause, the Board of Directors reserves the right to request the expert opinion of a professional third party, at the owner's expense, to determine appropriateness of proposed construction methods for the proposed structure before approval is granted.

With cause the Board of Directors reserves the right to require that project work be reviewed, at the owner's expense, by a professional third party at selected phases of specifications.

Requests for modification must be submitted to the Board of Directors thirty (30) days in advance of the projected start date, to Sperry Van Ness Management Company, directed to Lee Schulman at his business office, using the form on the following page.

### **MODIFICATION STANDARDS**

#### **Patio Tile**

Tiles are 6" x 6" x 1/2" depth, square, dark brown in color

Specific Outdoor, Non-Slip tile

Earth tone Mortar is required

**Previously installed tile that does not meet the above standard must meet the required "non-slip" standard.**

#### **Storm Doors**

Must be dark brown in color

Must be full view

Bottom view can be a screen with glass insert that can be raised

#### **Screen Doors**

Screen doors must have a dark brown frame and may be either full frame with screen or the retractable roll up type

**OCHOA**  
**Architectural Control Committee**  
**Homeowner Notice of Proposed Changes**

Date: \_\_\_\_\_

Homeowner: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**\*\* Submit request and all documentation by registered mail to: Lee Schulman at 2500 Ascension Blvd,  
Arlington, TX 76006**

☐ I (the homeowner) have reviewed the OCHOA architectural guidelines per the Covenant and Deed Restrictions. Project Description:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

☐ Applications should include, but are not necessarily limited to:

- A. Designs and plans, showing dimensions
- B. Colors (paint chips if possible)
- C. Elevations
- D. General topography
- E. Materials to be used
- F. Distances from existing buildings on homeowners, and adjacent properties
- G. Sketch or photograph of a manufacturer's product
- H. Provisions for drainage
- I. Statements from adjacent property owners, if appropriate.

Estimated Start Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Estimated Completion Date: \_\_\_\_\_

\_\_\_\_\_

Signature

## **LIMITED ACCESS GATES**

### Paragraphs 2 4 and 3 9 Declaration

The property is in compliance with the Texas State Penal Code for Criminal trespass. The fence and the signs provide two ways of notice that unauthorized entry is forbidden. The purpose of controlled access is to allow control of unwanted visitors. In all cases where a person or vehicle is seen entering onto the property in any other than the acceptable proscribed process, they may be stopped and questioned. **The pedestrian gate must remain closed at all times.** Residents should notify guests that any entry onto the property without the Resident's approval, at that moment, may result in arrest. **Entering through a gate, while the gate is open for a vehicle to enter or exit, can be considered an unauthorized entry. The exit and/or safety loop must reset to be effective and must have a minimum of two seconds delay between vehicles passing over it.** Fence or gate climbing is an unauthorized entry. Non-Residents seen using an unauthorized method of entry can be arrested for criminal trespass. Any Resident seen using an unauthorized method of entry can be fined. Immediately report any malfunction of the access gates to the Association's managing agent. The Association is not responsible for damages done to vehicles by mechanical gates. **Do not attempt to enter a gate after it has started to close. Residents must assume that electronic devices may malfunction from time to time.**

**Traffic Flow-**The Board has presently structured the southern gate with Telephone Access Controller as the primary entry. The northern gate is best suited for exiting the community. A vehicle detection loop is installed on the northern gate. When this barrier is broken, the gate will open. The remote "clicker" transmitter will function on both gates; however, the board requests Residents utilize the flow of traffic provided above to reduce the possibility of an accident.

**To add a new Resident's telephone number to the computerized access system, please call the managing agent. Numbers can be updated with 48 hours of request.**

Transmitters are programmed to work on both the northern and southern gates. Additional transmitters may be purchased from the Association. Please report lost or stolen transmitters to the managing agent so they may be deleted from the system.

When guests approach the southern gate telephone access controller (TAC) they will locate your unit number by using the "\*" and "#" keys. The correct code is then entered and the telephone access controller will automatically dial the unit chosen by the guest. When a guest at the gate calls you, pressing the 9 key will activate the gate to open. The TAC will display the message "Entry Granted". If you chose not to allow access to the individual at the gate, please hang up the phone. **Please do not provide access to the community to any individual you do not know.**

Gate access codes are provided as a courtesy to Residents as a benefit of having a controlled access gate. These codes are issued at the discretion of the Board. Extensive use of these codes is not the design of this system and will be deleted as abuses of the system are noted. As abuses are noted, new codes will be issued and the unit owner assessed a \$25. reprogramming fee. If abuses persist, codes will be deleted until written or oral explanation is provided to the Board. **Gate access codes are for the use of Residents only! Providing access codes to family, friends delivery people, etc. is strictly prohibited. Guests must utilize the phone entry system to obtain access to the community.**

A master lock system is provided on the gate as required by City Code. The City of Arlington has a master keying system to provide access for Fire, Police or Ambulance at any time. The limited access gates are a very costly item to maintain. In the event you may witness an individual or vehicle damaging the gate, please attempt to write down the vehicle make, model, color and license tag number. Contact the managing agent as soon as possible with this information.

## **SAFETY CONSIDERATION**

Each of the entry and exit gates is equipped with a vehicle detector system (safety loop and detector) that senses the metal in a vehicle that is in the path of a closing gate. The Association is **not** responsible for damage to cars or persons caused by the entry and exit gates. Residents should also be cautious not to tailgate other cars while entering or exiting through these gates.

## **SECURITY, SAFETY AND LIGHTING**

Neither the Association nor the Association's management company provides or warrants security. Each Resident is responsible for his own security and that of his family or guests.

Residents are requested to immediately report common area lighting problems or hazardous conditions to the Association's management company representative. Residents are requested to immediately report any common facility problem to the Association's management company representative.

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's managing agent when lights are burned out or insufficient in some manner. Clever criminals can defeat almost any kind of crime deterrent.

## **LOCKS**

### Paragraph 3 7 of the Declaration

Each home must have (1) keyless deadbolt on all exterior doors; (2) keyed deadbolts on at least one entry door; (3) pin locks on all sliding glass doors; (4) door viewers on all exterior doors; and (5) 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.

All entry locks and bolts are the sole responsibility of the unit owner. The Association does not retain additional keys in the event keys are lost, nor does the Association provide lock out support for owners or tenants.

Keys to postal locks may be changed at the discretion of the owner through the Post Office station located at Ball Park Way. A nominal fee is assessed by the Post Office who will provide this service. If you are having problems with your mailbox lock or locating the mailbox, please call the Post office on Ball Park Way at 1-800-ASK-USPS 9275-8777) or, you may want their web site address: [www.usps.com](http://www.usps.com)

Keys or codes to the pool and restrooms must be requested through the managing agent. These keys are provided at a minimal expense to the owner. The pool gate, exercise room, racquetball court, restrooms and pedestrian access gate at the southern access gate entry are all keyed the same to reduce confusion. If you need a key, please call the managing agent.

## **RESPONSIBILITY TO REPAIR**

Paragraph 3 7 of the Declaration for Oak Creek Condominiums entitled "Owner Maintenance" states that **owners** have a **responsibility to keep and maintain their condo's in good repair**. The following sections clarify these responsibilities for all owners.

### **Sewer Service:**

The Association is responsible for maintaining the common sewer lines that are located from the perimeter of each building to the city sewer service. Owners are responsible for maintaining drains from their units to the sewer main. **In the event a sewer obstruction results from a specific unit, the owner of such unit would be responsible for any expense resulting from the resolution of the problem.**

### **Plumbing Fixtures and Water Heaters:**

Maintenance of all plumbing fixtures, tub/shower enclosures and water heaters are the responsibility of each unit owner. These responsibilities include repairs to tub/shower enclosures needed to maintain the enclosure in a watertight condition, all maintenance to drain connections, including commode was seals and sink drains, replacement of faucet washers, and replacement of water heaters. **Expenses for repairs or damage to units from water leaks originating in an adjacent unit are the sole responsibility of the owner of the unit from which the leak originated.**

### **Glass Windows:**

**Owners are solely liable for the replacement of any broken glass that has occurred in their unit.** Any window which has experienced a problem with the double pane "seal" and has experienced the "fogging effect" must be replaced within thirty (30) days as requested by the Board of Directors or managing agent in order to maintain the overall beauty of the common elements. A tinted window substitute has been approved for the large triangular window that exists in most second floor units to help owners reduce electric costs. If you will be changing out this window, you may wish to consider this change. Please call the managing agent for further information.

### **The Common Elements:**

Any damage created to the common elements that can be attributed to a specific unit will be repaired by the Association and billed to the unit owner at cost. Such damages will be collected by any means the Association deems necessary to collect such a debt.

### **Doors and Door Jambs:**

**Repair to doors and doorjambs and door hardware as a result of misuse or abuse are the responsibility of the owner.**

**Owners who have doors with the window inserts are strongly urged to caulk between the windowpane glass and the plastic molding which holds the window in the door. Failure to complete such task will result in water penetration from the exterior and created damage to the doorjamb.**

## **WATER SHUT OFF POLICY**

In case of Emergency, please call 911

**For all non-emergency repairs of other work that requires the water to be turned off for any building or part of a building, a request is required at least 72 hours prior to the time requested for shut off.** Every request must include the following: name, unit number, phone number and time requested for shut off and duration needed for shut off. A request may be made in writing to Sperry Van Ness c/o Lee Schulman at Ascension Point, 2500 Ascension Blvd., Arlington, TX 76006 or by calling the management at 817-261-2121. You may fax your request to Sperry Van Ness Management at 817-261-2471. The 72 hours requirement is a courtesy to allow the Association to notify your neighbors of the pending inconvenience. It is the responsibility of the owner to distribute the authorized notice, provided by Sperry Van Ness Property Management to the entry doors of all units that will be affected by the water being shut off.

**If an owner or his agent is unable to distribute the notices personally, a fee of \$35.00 must be paid to the Association for this service.**

### **Air Conditioning Condenser Installation Specifications**

The following policy has been established when installing an air conditioner condensing unit: The roof access doors (skylights) have been locked with a keyed padlock. Prior to sending a repair technician to the property, a key must be obtained from the Acting Managers office at Ascension Point. The technician will be required to provide the Association with information regarding the unit(s) to be serviced. If the technician is anyone other than the owner or a bona fide employee of the owner, proof of insurance, as outlined in section 1., below.

1. The unit must be installed by the owner or a licensed contractor. If the installation is done by a licensed contractor, the contractor must provide a certificate of insurance coverage for general liability and workers compensation.
2. Installation is to be done by lifting the new condensing unit on to the roof through the skylight, or by lifting the unit onto the roof using a crane. If a crane is used, the crane must not extend beyond the curb line off the parking lot closest to the building so as not to allow the crane to encroach on to the grass or landscaping.
3. **The old unit must only be removed from the roof by either method allowed above.**
4. **The need for the Association to remove any air conditioner condenser in whole or in part, left on the roof by the owner, his agent or repair person, will cause a maintenance charge of \$100.00 to be assessed to the unit owner's account.**
5. All units must be mounted on top of a minimum 4" Styrofoam base to insulate against noise penetration to the third floor units.
6. **Owner is responsible for damages to property as a result of the installation or removal of a unit.**



## Heating, Ventilation, and Cooling Systems

Maintenance of Heating, Ventilation and Air Conditioning (HV AC) equipment is the responsibility of each unit owner on the equipment which *is* exclusive to the unit he/she owns. This includes all components of the heater and air conditioner including the thermostats and filters. The Association strongly urges each owner to have their system evaluated once a year as part of their property maintenance.

## CLUBROOM RENTAL

The Oak Creek clubroom is available for Resident's social functions. In the event you are interested in booking the clubroom for your gathering, please contact the managing agent. A short contract specifying **owner** obligations must be signed prior to the clubroom use, in addition a **\$250.00** refundable deposit is required and a nonrefundable fee of **\$75.00** must be collected when the clubroom is booked.

## Agreement for Clubroom Use

The clubroom is owned by the Association and is for the use and enjoyment of its members. Use is restricted to Residents and their guests. Sponsorship of clubroom events by persons, firms or agencies outside the Association is not authorized. The sponsor/owner will be held totally responsible for any damage that may occur during clubhouse use by the sponsor and/or their guests or visitors.

The clubroom may be reserved on a first come, first served basis in accordance with rules established by the Board of Directors. The Association **member/owner** who reserves the clubroom is the event "sponsor" and is responsible for complying with the clubhouse rules.

Generally when the facility is reserved for a function or social open to all Association members there is no user fee charged. Similarly when the clubroom is used for an event sponsored by the Board there is no fee charged. When a Resident reserves the clubroom for a private purpose, a fee will be charged. This fee is used to reimburse the Association for utilities used during the function and for maid service prior to reservation. The fee is set by the Board of Directors and may be changed from time to time. In addition, a refundable, advance deposit is required to insure against damage and assure clean up after private use. Both the fee and deposit will be placed in the care of the Association manager in advance of the scheduled function. The fee will be used to have the clubroom cleaned in **advance** of the reservation. The deposit will be held until after the function and is completely refundable if the clubroom is returned in the same condition as received. The following general rules apply for private use of the clubroom.

## **Reservations and Deposits**

The clubroom is for the use of Residents and their guests only, and will not be loaned to non-residents. Reservations are for the clubroom itself and not for the swimming pool. Residents wishing to use the pool may do so at any time. This policy will allow Residents unlimited use of the pool. Guest use must comply with the Pool Rules, which limit the number of guests to **five people per Member**. Contact the Association Managing Agent to confirm that the date you wish to reserve is available and to schedule your function. If available, you will need to send the clubroom user fee in the amount of \$75.00. and the signed clubroom agreement, **signed by the Association member/owner** to the managing agent in order to reserve that date for your function.

A day or two prior to your function, contact the Association Manager to arrange to obtain a clubroom key. The clubroom key is the sole property of the Association and is not to be copied or released to anyone. At this time you will submit your deposit check (\$250.00) made payable to, Oak Creek HOA. A walk-through inspection will be made following the event, with the clubroom key surrendered at that time. If all is in order, the deposit will be returned to the association member/owner. If there is damage or other charges, the check will be deposited by the Association Manager. The Association Manager will refund the deposit less any damage charged to the Association member/owner, no later than ten days thereafter, or an exchange of checks can be made.

Reservations will not be accepted more than sixty (60) 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 clubroom. The Association Manager must approve reservations for more than ONE (1) day

## **General Rules for Clubroom Use**

- NO SMOKING is allowed inside the clubroom
  - Decorations are to be installed with user-friendly tape. No nails, tacks or staples etc.
  - Furniture or equipment ARE NOT TO BE REMOVED from the clubroom for any reason
  - Wet bathing suits, towels, etc. are not allowed in the clubroom
  - Animals are not allowed in the clubroom
  - Music, stereo systems OI intercoms used should be maintained at a volume that will not be a nuisance to neighboring residents
  - Upon the conclusion of your function, Residents and guests are asked to leave by 1:00 AM. The Clubroom is to be cleaned thoroughly, including vacuuming of the carpet, with all trash bagged and placed inside a trash dumpster located within the community.
  - Turn thermostat to (85 degrees) during the summer and (60 degrees) during the winter, when leaving the clubroom.
  - When leaving the clubroom secure and LOCK all doors.
  - Report any damage, broken appliance or other problems to the Association Manager
- REMEMBER – IT IS YOUR CLUBROOM  
HAVE RESPECT FOR IT AND YOUR NEIGHBORS!  
LEAVE IT CLEANER *THAN* YOU FOUND IT!  
HAVE FUN AND ENJOY!

## **PAYMENT OF ASSESSMENTS**

Article V of the Declaration

### **Collection Policy & Procedures**

**Approved by the Oak Creek Board of Directors on April 17<sup>th</sup>, 2011**

The Board may disclose in newsletter and by other means, the names of owners who are delinquent in any sums due the Association, the amount of the delinquencies and the names of violators and disciplinary action taken against condominium owners (as Texas law will allow). 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 in the payment of any sum due the Association are automatically suspended without notice. If any Owner is delinquent in the payment of any sum due the Association for a period of 30 days or more, any tenant of the Owner occupying the Condominium may pay any sums due to the Association by the Owner in order to avoid suspension of common area use rights. The tenant may deduct same from rent due to the Owner. If any owner is delinquent in the payment of any sum due the Association for a period of 60 days or more, the Board may (so long as the default continues) demand and receive from any tenant occupying the owner's dwelling the rent due or becoming due from the tenant to the owner, up to an amount sufficient to pay all delinquent sums due to the Association by the owner or ultimate foreclosure proceedings on owner's condominiums. Any and all expenses necessary for the collection of sums due to the Association by owner shall be the responsibility of the owner.

#### **General Policy**

Association dues are due on the 1<sup>st</sup> of each month. In the event dues are not paid on or before the 15<sup>th</sup> of the month, a late fee of \$50. will be added. When payments are received, payments will first be applied to late charges, legal fees, collection costs, assessments and/or other sums due, then to delinquent Association dues.

#### **Fifteen (15) Days (or more) Delinquent**

On or about the 16<sup>th</sup> of the month, a "Reminder Notice" will be generated and mailed regular mail to each owner. A \$50. late fee will be assessed at that time and added to the amount due. Thereafter, a Reminder Notice will be generated and mailed on or about the 16<sup>th</sup> of each month, with another \$50. late fee being assessed and added to the amount due, for as long as the delinquency exists.

#### **Forty-Five (45) Days Delinquent**

In addition to the above Reminder Notice being generated and mailed regular mail, when two full monthly dues payments are delinquent, the account will be forwarded to the Association's attorney to initiate legal action for collection purposes. At that time, the Association's attorney will provide a thirty (30) day "Notice of Intent to Foreclose" (mailed regular and certified mail) with legal fees and/or other collection expenses added to the amount due.

#### **Seventy-five (75) Days Delinquent**

In addition to the above Reminder Notice being generated and mailed regular mail, the Association's attorney will continue foreclosure procedures with proper notices provided to the owner as required by law. Otherwise, foreclosure will be concluded on the earliest possible legal date thereafter.

Once foreclosure proceedings have been initiated, proceedings will continue until the total amount due (including but not limited to delinquent dues, late fees, legal fees and other charges due and including dues or other charges or assessments that become due after the Notice of Intent to Foreclose if provided) is paid in full.

These collection procedures will apply for the collection of special assessments that are not paid on or before the due date that such assessments are declared to be due.

No late fees, legal fees or any other charges will be forgiven without the consent of the Board of Directors. In the event an owner contests any amounts that are due, the owner is to notify the Board of Directors in writing (or request a hearing by the Board) to describe the charges being contested. Once all facts are reviewed, the owner will be notified of the Board's decision, with the decision of the Board being final.

### **NUISANCE CLAUSE**

Paragraph 4 4 3 3, 2 9 and Section E, Article 5 of the Declaration

The Board of Directors has the authority under the Condominium Declaration and the Bylaws of the Oak Creek to abate all nuisances.

A nuisance by legal definition is defined as conduct that interferes with the legal rights of others by causing damage, annoyance or inconvenience.

Residents shall exercise reasonable care to avoid making or permitting loud, disturbing or objectionable noises and in using or playing or permitting the use of musical instruments, radios, stereos or televisions in such a manner as to disturb other residents. However, please remember that in multi-family housing certain noises may exist which may have no resolution.

No loud noises or noxious odors shall be permitted upon the common elements on the property. Any vehicle with an unattended alarm that becomes disturbing to other residents will be removed from the property at the vehicle owner's expense.

Barking dogs and vehicles with excessive noise levels are by definition included.

If any resident should be disturbed by any noise, order, or activity at the property, please notify the police and managing agent immediately. If the disturbance continues, please continue to notify the managing agent so that appropriate action can be taken. If such action does not resolve the problem, the managing agent will refer the issue to the Board of Directors who will provide direction in resolving the matter.

### **RULES REGARDING LEASING OF UNITS**

**WHEREAS**, Section 82 102(a)(7) of the Texas Uniform Condominium Act authorizes the Board of Directors to promulgate rules regulating the use, occupancy, leasing or sale of Units in a condominium regime; and

**WHEREAS**, Article, V, Section 5 2(b) of the Bylaws of Oak Creek Owners Association, Inc. authorizes the Board to establish, make and enforce compliance with the rules necessary for the operation, use and occupancy of the condominium regime; and

**WHEREAS**, in order to protect the equity of the individual property owners at Oak Creek Condominiums, to protect property values, to ensure the successful operations and governance of the Association, to preserve the character of Oak Creek Condominiums as a condominium project, to protect the rights, well-being and safety of all residents, and to address problems with the conduct and behavior of tenants, the Board deems it necessary to promulgate and enforce rules governing leasing of units.

**NOW, THEREFORE, IT IS RESOLVED** that the following rules and regulations are established by the Board for the leasing of Units with Oak Creek Condominiums (the "condominium Project"):

**RULES REGARDING LEASING OF UNITS**

1. **Leasing Provisions:** Leasing of Units shall be governed by the following provisions:
  - a. **Definition:** "Leasing", as used in this Section, is defined as regular, exclusive occupancy of a Unit by any person other than the Unit Owner for which the Unit Owner, or any designee of the Unit Owner, receives any consideration or benefit, including, but not limited to, a fee, service, gratuity or emolument. For purposes of this Section, if a Unit is owned by a trust and the beneficiary of the trust is living in the Unit, that Unit shall be considered owner-occupied rather than leased.
  - b. **Notice of Intent to Lease:** Owner shall provide the Board written notice of a lease stating the (1) name of the lessee and all adult occupants; (2) the year, model and license plate number of all vehicles lessee will park in the Condominium Project; and (3) the number, type (dog or cat) and weight of pet(s) to be kept in the Unit. **Turn in the Occupant Registry Form.**
  - c. **Background Report:** Such Unit Owner leasing a Unit shall perform a background check, within the parameters provided by law (which may include a credit report and criminal history check) on the lessee and each prospective adult occupant to the Unit.
  - d. **General:** Units may be leased only in their entirety. All leases shall be in writing. No transient tenants may be accommodated in a Unit. All leases must be for an initial term of not less than six (6) months unless otherwise approved by the Board, in writing. The Unit Owner should make available to the lessee copies of the Declaration, By-Laws and the rules and regulations of the Association.
  - e. **Tenants Subject to Condominium Project Documents:** Lessee(s) and all occupants are obligated to comply with all provisions of the Declaration, By-Laws and rules and regulations of the Association.
  - f. **Compliance with Condominium Instruments:** Pursuant to the Declaration, each Unit Owner shall cause all occupants of his or her Unit to comply with the Declaration, By-Laws and the rules and regulations of the Association and is responsible for all violations and all losses or damage resulting from violations by such occupants, notwithstanding the fact that such occupants of the Unit are fully liable and may be personally sanctioned for any violation.

## OCCUPANT REGISTRY

Owner and/or Tenant Information:

Owner's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: H W Daytime: \_\_\_\_\_ H W

Evening: \_\_\_\_\_

**Tenant(s) Information:**

Number of Residents: \_\_\_\_\_

Tenant(s) Name: \_\_\_\_\_

Telephone: Daytime: \_\_\_\_\_ Evening: \_\_\_\_\_

Description and License of Each

Vehicle: \_\_\_\_\_

# of Children: \_\_\_\_\_

Name(s) &

Ages(s) \_\_\_\_\_

Term of Lease: \_\_\_\_\_

Number of Pets: \_\_\_\_\_ Type and

Weight: \_\_\_\_\_

Tenant(s) have been provided a copy of and agrees to abide by the Oak Creek Owners Association, Inc.'s Community Policies and Rules and Regulations pursuant to the Association Declaration and Bylaws.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Please Complete this form and return - no later than [REDACTED] to:**

**Oak Creek H.O.A**

**c/o Sperry Van Ness/Visions**

**5601 Bridge Street, Suite 504**

**Fort Worth, TX 76112**

**FAX: 817 288 5511**

**\*Failure to provide this information could result in a fine for non compliance to Associations Bylaws.**

## ENFORCEMENT

The Rules and Regulations are subject to amendment by the Homeowners Association through the Board of Directors. Violation(s) of any of these Rules and Regulations will result in fines being assessed against the unit owner who is, under the Declaration and Bylaws, the responsible party. Enforcement of these rules and regulations will be the responsibility of the Board of Directors, under the authority provided by the Bylaws, the Declaration of Oak Creek condominiums and through the Texas Uniform Condominium Act (1. UC A). Fines may be assessed per occurrence or violation. Written warning will be issued only upon the first violation of any particular rule. Thereafter, penalties may be assessed as circumstances dictate. Failure to pay any Fine(s) by said owner would result in the Board directing the managing agent to commence collection of the unpaid Fines through necessary resources. Any costs incurred by the Association (i.e., attorney fees, court cost, etc.) will be assessed to the unit owner. Any consent or approval given under these rules and regulations may be amended or repealed at any time by resolution of the Board. Correspondence for any violation or notification of intent to assess fine will be forwarded to unit owner via regular mail and assumed received unless returned, "undeliverable" to the managing agent. Owners are responsible for notification of their tenant. If an owner has received notification of a fine for violating a community rule or regulation, the owner will have the right to be heard before the Oak Creek Board of Directors. Request for such HEARING must be received in the managing agent's office within 30 days from the date of notice of the original fine.

The structure of Fines will work under the following guidelines:

First Violation A warning letter requesting to resolve violation within a reasonable period of time

Second Violation Owner will be notified that a \$50.00 fine has been assessed to the unit

Third Violation Owner will be notified that a \$100.00 fine has been assessed to the unit

Subsequent Fines Will be assessed in reasonable increments, these fines will be in the amount of \$250.00 and may be assessed to the unit until the unit owner or their tenant cures the violation

**Any owner, their lessee, guest or other occupant witnessed in violation of any rule which would cause a risk to the health or safety of others or which would cause property damage can automatically be fined \$250.00 after the initial warning and cure period**

**Any owner who has been notified of a violation by means of a warning letter is subject to a fine for violation the same policy within the subsequent 12-month period**

### **Dues Payments, Service Requests and Notices**

Dues and assessment payments, owner Occupant Registries, common property maintenance request and all other notices should be reported to:

**Sperry Van Ness.**  
c/o

**Lee Schulman**  
**Ascension Point**  
**2500 Ascension Blvd.**  
**Arlington, TX 76006**

**Office Hours**  
**M-F 9:00 a.m. – 6:00 p.m.**  
**Sat. 10:00 a.m. – 5:00 p.m.**  
**Sun. 12:00 p.m. – 4:00 p.m.**

**Office: 817-261-2121**  
**Fax: 817-261-2471**

**Sperry Van Ness**  
**5601 Bridge St. Suite 504**  
**Fort Worth, TX 76112**

**Fax: 817-288-5511** 