

# **RULES & REGULATIONS**

# **OAK CREEK OWNERS ASSOCIATION COMMUNITY RULES AND REGULATIONS**

The Oak Creek Owners Association establishes Rules and Regulations as defined in Article 5.3 of the Bylaws. In the event of a conflict between "Documents", the hierarchy of authority is as follows: "TUCA" (Texas Uniform Condominium Act), Declaration, Bylaws, and Rules and Regulations. The Association's Board of Directors is empowered to interpret, enforce, amend and repeal these Rules. Each owner agrees to abide by the Rules and Regulations and to comply with all obligations under "TUCA", the Declaration and the Bylaws of the Association.

To obtain a copy of the governing documents, please contact the management company, or visit our website at [www.oakcreekcondos.weebly.com](http://www.oakcreekcondos.weebly.com).

**REVISED MAY 2012**

**OAK CREEK OWNERS ASSOCIATION, INC.  
1700-1716 Baird Farm Circle,  
Arlington, TX 76006**

## **OAK CREEK COMMUNITY RULES**

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For the purpose of these Rules and Regulations, "Resident" is defined as any owner, permanent of a temporary tenant of any unit of Oak Creek, or any long or short-term house sitter or caretaker of any unit.

"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 patio or balcony, or assigned covered parking. (Articles 1.1c, 1.1k and 1.1m of the Declaration).

Any Resident who may witness a violation of the community rules and regulations are encouraged to report such violation to the office of the managing agent by phone or in writing. All complaints will remain strictly confidential unless the Association is directed by a court or Association attorney to release the complainant's identity.

## **GENERAL RULES**

Resident(s) are required to maintain their condominium units and patios or balconies within standard requirements of City Fire & Health Ordinances. (Article 2.9e of the Declaration)

**Maintenance and Appearance:** An Owner, at their expense, will maintain their patio, balcony and front porch in a clean manner. A patio, balcony or porch may not be enclosed or used for storage purposes. 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. (Articles 2.9d, 2.9e, 1, 2 and 3 of the Declaration) If the Board determines that a patio, balcony or porch is unsightly, the Board may give the Owner notice of the problem and a reasonable time-period to correct it, after which the Board may take corrective actions at the Owner's expense.

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

Residents, members of their families or their guest(s) may not use 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 the common areas (Article 2.9c, 2.9d and 2.9e, 1 of the Declaration).

**Damage:** Owners are responsible for any loss or damage caused to their unit, other units, the personal property of other Residents, their guests, or to the common elements and improvements. Loss or damage to any general Common Element or Limited Common Element that can reasonably 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. (Article 3.10 of the Declaration)

No garments, rugs, etc. may be hung from the exterior of the windows, patios/balconies or from any part of the exterior portion of the building.

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. Curtains and drapes are to be white or off-white in color. Any variation from the approved items noted above must be submitted in writing no less than 30 days prior to the commencement of any curtain or shade being displayed. 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 the Managing Agent acting in accordance with the Board's direction. Holiday decorations are allowed to be displayed from units beginning Dec. 2nd and must be completely removed by Jan 9th.



It is the Unit Owner's responsibility to notify the Lessee of any and all Rules, changes and updates that will affect his property and liability.

Signs or flyer holders for the purpose of selling or leasing units may only be used in conjunction with an open house as long as the seller and or agent is present. All signs otherwise must be placed outside the community gates at the farthest North and or South corner.

Barbecue grills are prohibited on balconies. They must be kept on the common grounds at the picnic areas not stored on balconies.

No window A/C units may be installed.

The Board of Directors reserves the right to inspect, remove and or alter any installation of any antenna/satellite dish that the Board of Directors may consider unacceptable. Any expense incurred as a result of the Board's determination will be the sole responsibility of the homeowner.

Solicitation of any nature is prohibited within the community.

Grounds: Unless the Board designates otherwise, Residents may not modify the landscaped areas, lawns, beds or plant materials on the common elements. Digging, planting, pruning and the presence of storage containers, statues, pennants, bird feeders and yard are expressly prohibited. No item or object of any type may be stored, placed or maintained anywhere on the general common elements, including driveways, sidewalks and courtyards.

Roof: Owners may not at any time enter on or attempt to enter on the roof of the project.

Repairs: Repair requests must come from the Owner of a Unit. If a tenant or independent agent believes the Association is responsible for a repair, after consulting the Maintenance Responsibility Chart, they are to notify the Owner of the Unit.

Courtesy: Each Resident will avoid doing anything that will annoy, harass, embarrass, inconvenience or disrespect anyone on the property.

Complaints: Complaints regarding the maintenance of the Property must be made in writing (via letter or e-mail) to the Managing Agent. Residents are not allowed to contact vendors while they are on the property working for the Association. Abusive language or repetitive contact directed towards the Association vendors, the Board of Directors or the Managing Agent will not be tolerated.

Board Members: The Board of Directors are volunteers and are allowed the quiet enjoyment of their homes and the common elements, therefore, homeowner suggestions should be made in writing (via letter or e-mail) to a member of the Board of Directors, via the managing Agent.

Maximum speed for vehicles is 5 MPH on the premises.

All vehicles within the community must have current registration and inspections tickers. Vehicles that are leaking fluids onto the parking lot must be serviced immediately. The owner of these vehicles shall be responsible for the cleaning of the fluids from the parking area.

### **INSTRUCTIONS 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 agent.

### **OUTDOOR COOKING**

City of Arlington prohibits grilling on patios/balconies or anywhere within ten (10) feet of a 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 proper operation. We strongly recommend no less than two (2) smoke detectors per one bedroom unit, three (3) 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.

Several units in Oak Creek were built with fireplaces. In the event your unit has a fireplace, it is the owner's responsibility to have the chimney cleaned once each year. In case of fire or any other problem traceable to this fireplace and chimney, the owner is responsible for any losses incurred, which are not covered by the Association's Blanket Fire Policy. Fireplaces may not be used without a closed grate.

No flammable, combustible or explosive material may be kept inside, near the exterior of any unit or in exterior storage closets.

### **HEAT DETECTION SYSTEM**

Owners are responsible for payment for necessary repairs to the interior equipment. Residents must allow the Association and the licensed inspector access to the interior of each unit upon notice of inspection schedule. In the event the system sounds trouble, please call the Arlington Fire Department 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, managing agent or a repair company. 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 heat 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 a heat detector will be solely liable for all costs associated with re-securing the system. If you are not knowledgeable about this system, contact the management company for all necessary information.

### **DUMPSTERS AND TRASH DISPOSAL**

There are two (2) community dumpsters located on each side of the property.

Normal household trash must be bagged and placed inside the dumpster. Trash and trash bags are prohibited on, in, under or around entry areas, walkways, patios/balconies and all common areas. Boxes of all sizes must be broken down and placed inside dumpster. Liquids must be contained in sealed containers capable of remaining unbroken and leak free after being discarded inside a common trash disposal container.

Do not place old furniture, appliances, water heaters, beds or any other large-item durable goods inside or outside the dumpster.

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 sole responsibility of the resident.

If you witness anyone disposing of such goods within the 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 notify the managing agent at your earliest convenience.

### **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. The Association is not responsible for inside maintenance.

- Smoke Alarm electrical connections or batteries
- Plumbing under kitchen and bathroom(s) sinks
- Caulking around tub or shower enclosure and commode bases
- Tile grout in the tub or shower enclosure
- Commode tank parts for cracks or mineral deposit build-up
- Commode base for any dampness
- Shower doors for tight closure
- All windows and doors

### **INSURANCE REQUIREMENTS**

Every Owner/occupants are required to purchase a Texas Home Owners Policy, or Home Owners 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 within 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 this 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 betterment's above the original building standard should be insured and are not the Associations responsibility. 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 the result of

a malfunction of a component for which the individual owner is responsible for the maintenance and repair. Investor owners or non-occupying owners should add this protection to their Home Owners Policy. Your agent is familiar with the coverage you need.

A person assumes full risk and sole responsibility for placing their personal property in or on the property. Each Resident is solely responsible for insuring their personal property in the Unit and on the Property, including their furnishings and vehicles.

Tenants should obtain apartment contents and liability endorsements (renters insurance). This coverage safeguards the loss or damage of personal property.

### **ANIMAL POLICY**

The following policy has been created in accordance with Article 2.9e, (12) of the Declaration and shall be enforced through provisions established within this portion of the Declaration and the City of Arlington ordinances.

1. No Resident may keep a dangerous or exotic animal or any animal deemed by the Board to be a potential threat to the well-being of people or other animals. Limit two (2) animals per unit. No animal may weigh more than thirty (30) pounds, unless approved by the Board. Any animal with a history of aggressive behavior must be muzzled when outside the unit. The Board reserves the right to take any and all measures, up to and including the immediate removal from the property, any animal they deem dangerous. No animal or house pet may be kept, bred or maintained for commercial purposes.
2. Animal owners must immediately pick up after their animals anywhere on the Common Area(s) and dispose of the waste accordingly. The animal walk areas include the grassy area that borders the fence of the perimeter of the property.
3. In accordance with the City of Arlington Animal Ordinance, Article 4.11 "a person commits an offense if he/she fails to keep an animal he/she owns from being at large". "Animals" as defined by the city ordinance shall mean "any member of the kingdom animalia other than homosapiens" "At large" as defined by 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 which is 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 its owner shall not be deemed "At large".No animal(s) may be left on any patio/balcony for an extended period of time or shall be left unattended per above city ordinance. No animal(s) may be leashed or chained outside of any unit.
4. No animal food may be left outside for any animal (this includes bird feeders).
5. Animal(s) must be properly vaccinated according to the City of Arlington regulations and have a proper tag with owner's name and phone number for identification.
6. No animal(s) will be allowed in the pool area according to the City of Arlington Public and Semi-Public Swimming Pool Ordinance, Article 7.12.
7. Animal owners are solely liable for any damage caused by their animals.

8. Any animal found on the common elements unattended may be subject to being picked up by animal control.
9. Any animal deemed to be a nuisance by the city of Arlington animal ordinance, may be removed at owner's expense.

### **POOL AND HOT TUB**

Sunday – Thursday: 9:00 AM to 10:00 PM; Friday – Saturday: 9:00 AM to 12:00 a.m.

#### **ALL QUIET AFTER SUNSET**

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 in the pool area without parent or adult.
3. Pool safety rings are NOT swim toys and should be left in place so they are available in case of an emergency.
4. Pool furniture shall not be removed from the pool area.
5. No running, pushing or scuffling is permitted in the pool area.
6. No splashing of water, other than that accompanying normal swimming, is permitted.
7. Voices shall be kept at normal conversation levels. No Radios, Tape Players or Such Permitted. Only personal listening devices with headphones are permitted.
8. Large parties, defined as more than five (5) persons, must have written permission of the Board of Directors, no less than seven (7) days in advance.
9. City of Arlington ordinance prohibits any person having a medical condition posing a threat to others (Ex: skin abrasions, open sores, skin disease, eye disease, nasal or ear discharge or a communicable disease) is excluded from using the pool or hot tub.
10. No street clothes, cut-offs, diapers or other such attire are permitted while using the pool or hot tub. Swimming suits are required while in the pool or hot tub.
11. City of Arlington ordinance requires all infants to wear rubber pants while swimming in a community pool.
12. All bobby pins, hairpins and other such materials shall be removed before entering the pool or hot tub.
13. No Glass Containers of any nature. These are prohibited in the pool area.
14. No balloons of any kind are allowed in pool area.
15. City of Arlington ordinance prohibits eating or drinking while in the pool or hot tub water.
16. No animals are permitted in the pool area by city ordinance.
17. In the event any damage is created within the Common Elements or replacement of any equipment is required, said owner is responsible for full restitution to the Association.
18. It is prohibited to climb or play on or in the fountain, pool fence or pool house.

Cleaning the Pool area: Each resident is responsible for cleaning up the area that they used. This includes 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 code and insurance requirements. Gate malfunctions should be immediately reported to the management company.

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

**SAUNA, WORKOUT ROOM & RESTROOMS**

1. No one under the age of 16 years of age is permitted in the workout room, sauna or restrooms without parent or adult.
2. No playing/roughhousing in the workout room, sauna or restrooms.
3. No food or drink is allowed in the workout room, sauna or restrooms.
4. Each resident is responsible for cleaning up after themselves, removing any articles brought into the work out room, sauna or restrooms.
5. No shaving, hair dying, etc. allowed in the restrooms.

**USE OF PARKING SPACES**

(Article 2.9e, 9)

Only vehicles belonging to Residents or their guests may be parked in the parking areas. Residents shall not park more than two (2) 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 will be towed from the property at the owner's expense. Any vehicle that is parked in violation of reserved covered parking, as designated, will 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 purposes 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 visitors parking spaces and not in parking spaces assigned to other Residents (see Reserved Parking Assignment List, Page 9). Violators' 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 within the Common Elements of Oak Creek. This includes dump truck, concrete 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 on site for a period not to exceed two (2) 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 the 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 and out of units between the hours of 8:00 AM & 9:00 PM.

Residents shall exercise reasonable care to avoid making excessive noise while moving in and out of 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. Additional liability insurance in the amount of \$25,000.00 must be purchased by the owner and naming Oak Creek Home Owner Association, Inc as an additional insured.
2. Person doing the installation must be a professional contractor, with general liability and workers compensation insurance (proof of insurance is required).
3. Exact specifications are needed on the satellite dish/antenna (i.e. size, dimensions, etc) before installation will be approved. No dish may be installed that is more than 18" in diameter.
4. 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 managing agent, who will forward to the Board of Directors for final approval.
5. May not be attached to any portion of the roof or common area. When mounted on the roof, the dish is to be set in a container of concrete, containing no less than 3 gallons, or on a non-penetrating mount, with the cable extending from the roof area into the condominium and covered with a brown trim, the length of the cable.
6. No part of the dish or antenna can extend beyond the patio/balcony railing line or be visible at ground level.
7. No holes may be drilled in outside walls, roof windows and/or patio/balcony railings.

The above policy and requirements, even though provided, requires owners, not their tenants, who wish to install a satellite dish to submit a written request to the managing agent who will then forward to the Board of Directors for final approval, after all requirements have been met. To expedite the request, the following guidelines listed below must be followed before any installation can be performed:

1. A written request will only be processed from the owner of an individual condominium and must include the owner's name, complete address and phone number.
2. Request must be in writing and include complete specifications and installation procedures. (Please give as much detailed information as possible).
3. The owner must sign and date the request and direct this information to the managing agent and once all requirements have been met, will forward said request to the Board of Directors for final approval.

## **MODIFICATION OF BUILDINGS**

The Declaration of Oak Creek Condominiums, Article 3.8 titled "Alterations", Article 2.3 titled "Limited Common Elements", and Article 4.4, Section I and 2.9b and Section 1, 2 and 3, state that no change to the building exterior may be made by owners, except with prior written approval of the Board of Directors. The following regulations clarify the meaning and application of Article 3.8 for all Residents.

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

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 any project commencement.

Proposed changes are to be described using formal architectural drawings detailing any structural modification, finished exterior and/or 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 the 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 project start date, in care of the managing Agents 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 in 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.



OAK CREEK HOME OWNER ASSOCIATION  
Architectural Control Committee  
Homeowner Notice of Proposed Changes

Home owner: \_\_\_\_\_

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

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

\*\* Submit request and all documentation by registered mail to the management company.

I, \_\_\_\_\_, have reviewed the Oak Creek Homeowner Association 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 home owners 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: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### **LIMITED ACCESS GATES**

The property is in compliance with the Texas State Penal Code for criminal trespass. The fence and the signs provide two (2) 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 vehicle 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 gate 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 the 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 to reduce the possibility of an accident. Transmitters are programmed to work on both the northern and southern gates. Additional transmitters may be purchased from the Managing Agent. Please report lost or stolen transmitters to the managing agent so they may be deleted from the system.

To add a new resident's telephone number to the computerized access system, please contact the managing agent, however, you will need to put the request in writing. Numbers can be updated within 48 hours of request.

When guests approach the southern gate Telephone Access Controller (TAC), Guests enter the pound sign, #, and then the unit number. The TAC will then 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 sound three (3) short beeps and the TAC will display the message "Entry Granted". If you choose not to allow access to an individual at the gate, please hang up the telephone. Please do not provide access to the community to any individual you do not know.

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**

The Association is not responsible for the safety of anyone on the property. 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 and 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**

Each dwelling must have:

1. Keyed deadbolts on at least one entry door
2. Pin locks on all sliding glass doors
3. Door viewers (peep holes) on all exterior doors
4. Window latch on each window

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 on 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 (275-8777) or visit the USPS website, [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, workout 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**

### **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 needed to maintain the enclosure in a watertight condition, all maintenance to drain connections, including commode wax seals and sink drains, replacement of faucet washers and replacement of water heater. Expenses for repairs of 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.

**Frozen Water Pipes:** As the Units were built with water lines in the interior walls it is the responsibility of every Owner to protect the water lines. During periods of below-freezing temperatures, no Unit may be left unheated, faucets should be allowed to drip continuously and cabinets enclosing plumbing lines should be left open. Failure by an Owner to monitor the weather and take appropriate precautions may be deemed negligent.

### **Glass Windows:**

Owners are solely liable for the replacement of any broken glass that has occurred in their unit. Each Owner, at their expense, must promptly repair or replace any broken or cracked glass for their Unit's exterior windows and doors and will maintain their window seals in good working order to avoid "fogging". 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 debt.

### **Doors and Doorjamb:**

Repair to doors, doorjamb and door hardware are the responsibility of the owner.

### **Settling/Stress cracks:**

Any damage, and or problems that can be attributed to age and natural settling of the buildings 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 create damage to the doorjamb. The Association will not be responsible for this repair and any damage caused by the water penetration.

### **WATER SHUT OFF POLICY**

In case of Emergency, please call 911.

In case of continuous water overflow, a Resident should immediately turn off the shut-off valves behind the toilet or under the sink.

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:

1. Name
2. Unit Number
3. Phone Number
4. Time requested for shut off & duration needed for shut off

A request may be made in writing to the management company.

The 72 hour 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, 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.

### **HEATING, VENTILATION AND COOLING SYSTEM**

Maintenance of all Heating, Ventilation and Air Conditioning (HVAC) 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 proper maintenance. The Association is not responsible for the mounting or placement of units.

### **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 property manager. 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 of the parking lot closest to the building so as not to allow the crane to encroach onto the grass or landscaping. The old unit must only be removed from the roof by either method allowed above.
3. 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 \$200.00 to be assessed to the unit owner's account. All units must be mounted on top of a minimum 4" Styrofoam base to insulate against noise penetration to the third floor units.

4. Owner is responsible for any damages to property as a result of the installation or removal of a unit.

### **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 non-refundable 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 member/owners. 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. If a tenant wishes to use the clubroom, they must be sponsored by the unit owner, who then becomes liable.

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 the 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 will apply for private use of the clubroom.

### **RESERVATIONS AND DEPOSITS**

1. The clubroom is for the use of residents and their guests only and will not be loaned to a non-resident.
2. 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 (5) per member.



3. 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 use 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.
4. 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 less any damage charges to the Association member/owner no later than ten (10) days thereafter, or an exchange of checks can be made.
5. 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
- Children are not allowed to play in the work out room. Must be 16 years of age or with a parent to enter.
- Music, stereo systems or 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.
- Check both restrooms for loose trash.
- 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

#### **PAYMENT OF ASSESSMENTS** **Article V of the Declaration** **Collection Policy & Procedures**

Approved by the Oak Creek Board of Directors on April 10, 2012

The right to vote and the right to use common facilities such as the swimming pool, etc. of any owner who is more than thirty (30) days delinquent on any sum owed to the Association are automatically suspended without notice. If an owner is delinquent in the payment of any sum due the Association for a period of thirty (30) days or more, any tenant of the owner occupying the condominium may pay any sums due the Association by the owner in order to avoid suspension of common area use rights. If any owner is delinquent in the payment of any sum due the Association for a period of sixty (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 1st of each month. In the event dues are not received on or before the 15th of the month, a late fee of \$50.00 will be assessed. When payments are received, payments will first be applied to late charges, legal fees, collection costs, special assessments and/or other sums due, then to delinquent Association dues.

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

On or about the 16th of the month, a "late letter" will be mailed regular mail to each owner. A \$50.00 late fee will be assessed at that time and added to the amount due. Thereafter, a "late letter" will be generated and mailed on or about the 16th of each month, with another \$50.00 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 letter, when two (2) full monthly dues payments are delinquent or an owner has not paid the balance due in the late letter, a demand letter will be mailed regular and certified mail to the owner providing thirty (30) day notice prior to the filing of a lien with all legal fees and/or collection expenses added to the amount due.

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

In addition to the above letter(s) when three (3) full monthly dues payments are delinquent or an owner has not paid the balance due in the demand letter, a Notice of Lien will be mailed regular and certified mail and the lien will be filed with the county clerk with all legal fees and/or collection expenses added to the amount due.

#### One hundred-five (105) Days Delinquent

In addition to the above letter(s) when four (4) full monthly dues payments are delinquent or an owner has not paid the balance due in the Notice of Lien, a Notice of Assessment Lien Sale (foreclosure) will be mailed regular and certified mail and filed with the county clerk with all legal fees and/or collection expenses added to the amount due. Once an Assessment Lien Sale has been noticed, proceedings will continue until the total amount due, including all legal fees and collection costs have been 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**

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

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

Personal Conduct: Any activity determined by the Board of Directors including boisterous, drunken, public drug use, public nudity, threatening, vandalism, trespassing or any other activity which injures or may injure another person is not permitted on the property. Upon a complaint and after an investigation the Board may deem appropriate, a written notice shall be sent, by the Board, to the Owner, regarding the violation of this provision (and to the occupant if other than the Owner) specifying the nature of the complaint and making a formal demand that it cease. If the offending party is a Tenant, Owner shall have 30 days from formal notice to remove the offending tenant, or to insure that the offensive activity does not recur. The Owner shall thereafter be subject to a fine by the Board for each subsequent violation as a special assessment and all reasonable attorney fees incurred by the Association.

Annoyance: A Resident may not use their Unit in a way that: (a) annoys occupants of neighboring units; (b) reduces the desirability of the Property as a residential community; (c) endangers the health or safety of other Residents; or (d) violates and law or any provision of the Documents.

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, odor 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 (the "Board") to promulgate rules regulating the use, occupancy, leasing or sale of units in a condominium regime; and WHEREAS, Article 5.2 (b) of the Bylaws of the Oak Creek Owners Association, Inc. (the "Bylaws") authorizes the Board to establish, make and enforce compliance with 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 operation and governance of

the Association, to preserve the character of Oak Creek Condominiums as a condominium project, to protect the rights, well-behaving 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 within Oak Creek Condominiums (the "Condominium Project"):

Leasing provisions: Leasing of units shall be governed by the following provisions:

1. 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 the 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.
2. Notice of Intent to Lease. Owner shall provide the Board written notice of a lease stating the following:
  - a. Name of the lessee and all adult occupants
  - b. The year, make and model and license plate number(s) of all vehicles lessee will park in the Condominium Project
  - c. The number, type (dog or cat), breed and weight of pet(s) to be kept in the unit.
3. 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 of the unit.
4. 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 lessee copies of the Declaration, Bylaws and the rules and regulations of the Association.
5. Tenants Subject to Condominium Project Documents. Lessee(s) and all occupants are obligated to comply with all provisions of the Declaration, Bylaws and Rules and Regulations of the Association.
6. 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, Bylaws 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.

Submit the Occupant Registry Form, provided on the following page, providing information to the Association for anyone living in the unit who is not the owner, their spouse, child or immediate family member, (brother, sister, mother, father). A copy of the lease contract and occupant registry form must be provided to the association management company.

## OCCUPANT REGISTRY FORM

### **Condominium Owner's Information:**

**Unit Number:** \_\_\_\_\_

**Owner's Name(s):**

\_\_\_\_\_

**Address:**

\_\_\_\_\_

**Phone Number(s):** Day \_\_\_\_\_ Evening \_\_\_\_\_

### **Occupant(s) Information:**

**\*Number of Occupants:** \_\_\_\_\_ **Children?** \_\_\_\_\_

**Name(s)**

\_\_\_\_\_

**Phone Number(s):** Day \_\_\_\_\_ Evening \_\_\_\_\_

**Number of Vehicle(s):** \_\_\_\_\_ **Description (Year, Make and Model, License Plate Number) of Vehicle(s):**

\_\_\_\_\_

**Number, Breed and Weight of Animal(s):**

\_\_\_\_\_

**Physical Description of Animal(s):**

\_\_\_\_\_

Occupant(s) have been provided a copy of and agrees to abide by the Oak Creek Homeowners Association Community Policies pursuant to Article II, Sections 2.9 – 2.13 of the Condominium Declaration for Oak Creek Condominiums and Article II, Section 2.2 of the Bylaws of Oak Creek Association, Inc. (A Texas Non-Profit Corporation)

**Owner(s) Signature:** \_\_\_\_\_

\*Per the Oak Creek Community Policies, an occupant is defined as "any individual who occupies the unit for more than thirty (30) days in a six (6) month period."

ALL OWNERS NEED TO REGISTER WITH THE ASSOCIATION'S AGENT FOR ENTRY DEVICES AND TO PROVIDE CALL BOX TELEPHONE NUMBER FOR GUESTS TO BE ABLE TO ENTER THE COMMUNITY.

## **ENFORCEMENT**

The Rules and Regulations are subject to amendment by the Homeowner 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 (I.U.C.A.). Fines may be assessed per occurrence or violation. Written warning will be issued only upon the first (1<sup>st</sup>) 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 unpaid fine(s) 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. Owner is 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 thirty (30) day 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 correction 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: Owner will be assessed in reasonable increments and these fines will be in the amount of \$250.00 and may be assessed to the unit until the unit owner cures the violation, whether owner occupied or tenant occupied.

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.

Payments of Dues, Service Requests and Notices:

Dues and assessment payments, owner communications to the Board of Directors, Occupant Registries, Alteration Requests, common property maintenance request(s) and all other notices, should be reported to the management company.

For more information about our community, neighborhood resources, important documents, and notices, please visit our website at [www.oakcreekcondos.weebly.com](http://www.oakcreekcondos.weebly.com).

## **RIGHT TO ENFORCE**

The Association has the right to enforce these Rules against any person on the Property. Each owner and their guests, tenants, agents, employees or contractors are responsible for compliance with the Documents. Everyone must comply with all rules or signs posted on the Property by the Association. Contact the Managing Agent if you have a question about these Rules. Any violation of the rules may be subject to a fine of \$50-\$250 to be determined by the Board of Directors.

**OAK CREEK OWNERS ASSOCIATION**  
**MAINTENANCE RESPONSIBILITY CHART**

The following chart summarizes maintenance and repair responsibilities of the individual Unit Owner and the Association for some of the more common situations that arise and is based upon various provisions of the Association's Declaration. The chart does not address all maintenance and repair issues that might arise. If a maintenance, repair or replacement issue should occur that is not addressed in the chart, the Unit Owner is responsible for contacting Association management in a timely manner for clarification of whether the Unit Owner or the Association is responsible for addressing the particular matter.

**Events Covered by Insurance** – The Association's master insurance policy includes coverage for the individual Units for certain events. The Unit Owner is responsible for notifying Association management of a loss or damage that might be covered as a property insurance claim. The Association's Board of Directors will determine whether the matter is one that should be submitted to the Association's insurer for a determination of coverage. Any such claim will be submitted by the Association, not the individual unit owner. Normal repairs and maintenance are not an insurance matter.

**Damage Caused by Unit Owner or Resident** – Pursuant to Section 3.10 of the Declaration, cost incurred by the Association for maintenance, repair or replacement that is the result of the willful or negligent act of an Owner or the Owner's family, guests or invitees and which is not covered and paid for by insurance obtained by the Association shall be added to and become a part of the assessment to which such Owner's Unit is subject.

**Terminology Used in Chart:**

"All aspects" Includes maintenance, repair and replacement, as needed

"LCE" Limited Common Elements

"Unit" Refers to the individually-owned condominium unit as defined at Section 1.1t and Section 3.9 of the Declaration.

<b>COMPONENT OF PROPERTY</b>	<b>ASSOCIATION RESPONSIBILITY</b>	<b>OWNER RESPONSIBILITY</b>
Antennas & satellite dishes	None	All aspects. Location of antenna or dish per Association policy.
LCE patio or balcony attached to the Unit Balconies, Fences & Gates/Patios around LCE patios appurtenants to units.	Supporting subsurface materials, such as Metal, wood, concrete, carpentry, structural integrity, as well as paint of balcony railings.	Cleaning of the patio/balcony. Locks, latches and hinges on gates, any improvements and additions made by an owner to patios and balconies, and all other aspects, except those noted for Association.
Chimneys	Exterior material of chimney stack and cap.	All aspects of firebox, chimney flue, and damper, including periodic flue cleaning.
Driveways, covered parking spaces, sidewalks, dumpsters, mailboxes, exterior numbers or letters on units and carports.	All aspects, except those noted for owner.	Mailbox locks and keys. Damage caused by unit owner or owner's property.



**OAK CREEK OWNERS ASSOCIATION**  
**MAINTENANCE RESPONSIBILITY CHART**

<b>COMPONENT OF PROPERTY</b>	<b>ASSOCIATION RESPONSIBILITY</b>	<b>OWNER RESPONSIBILITY</b>
Electrical systems	All aspects, except those noted for owner.	All aspects of breaker boxes, lines, fixtures, and appliances within unit walls. Damage to the unit, another unit, or common elements from a cause initially within the unit.
Exterior doors (front door and patio/balcony door)	Exterior painting. (Replacement in certain instances)	All aspects, except those noted for Association. Includes door frame, door, glass panes, weatherstripping, threshold, hardware, locks and peepholes.
Exterior light fixtures	All aspects, except those noted for owner.	Exterior light fixtures in patio and replacement of bulbs.
Foundation	All aspects	Improvements inside the unit that might need maintenance or repair due to foundation movement, such as, flooring, wall cracks, etc.
Grounds – outside the patios	All aspects	None
Heating and Cooling systems	None	All aspects, even if located outside unit.
Improvements in private patio, balconies or yards	None	All aspects. Association approval required prior to installation or improvements.
Plumbing, faucets, toilets and sewer lines	All aspects, except those noted for owner.	All aspects of lines, pipes, faucets and appliances within a unit or entering the unit at the wall. Damage to the unit, another unit, or common elements from a cause initially within the unit. All aspects of toilet.
Porches (front) of units	All aspects, except those noted for owner.	Any improvements and additions made by an owner to the porch. Routine cleaning.
Roofs, exterior vertical walls of buildings, other exterior features of buildings not specifically listed	All aspects	None
Sheetrock inside and bordering unit, including perimeter ceiling and walls.	None, unless damaged as a result of an Association Common Element problem.	Damage caused by negligence or willful acts.
Skylights	None	All aspects. Board approval required prior to installation.
Stairways (exterior)	All aspects	None
Subfloor	All aspects	None

**OAK CREEK OWNERS ASSOCIATION  
MAINTENANCE RESPONSIBILITY CHART**

COMPONENT OF PROPERTY	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
Unit Interior, to include interior finished surfaces of the perimeter walls, partition walls, floors, ceilings, doors, windows and other such elements consisting of paint, wallpaper, and other finished material, and improvements installed by current or previous Owner (not part of original construction)	None	All aspects
Unit Fixtures and Equipment installed as part of the original construction and not otherwise addressed elsewhere in this Chart.	Components not located within the Unit boundaries. See components assigned to Owner.	Commencing at a point where utility lines, pipes, wires, conduits, or systems enter the Unit boundaries (as defined in Section 1.1.t of the Declaration)
Unit Alarms and Smoke Detectors – intrusion alarms on doors/windows, smoke/heat detectors; and monitoring equipment.	None	All aspects
Water heaters	None	All aspects
Windows of units:	Exterior caulking in connection with exterior painting.	All aspects, including window frames, screens, window locks, glass panes, glazing and caulking. The owner shall also promptly repair and replace any broken or cracked glass in windows and doors.

This is to certify that the foregoing policy was adopted by the Board of Directors on February 26, 2012, and has not been modified, rescinded or revoked.

Date

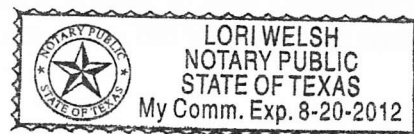
4-10-12

Lois Burgess  
Lois Burgess – Secretary

SUBSCRIBED AND SWORN TO before me, the undersigned authority, by Lois Burgess on this 10<sup>th</sup> day of APRIL, 2012.

Lori Welsh

Notary Public in and for the State of Texas



**POLICY RESOLUTION FOR  
ACCESS TO ASSOCIATION RECORDS OF  
OAK CREEK OWNERS ASSOCIATION**

**WHEREAS** the Association keeps correct and complete books and records of account and Minutes of the proceedings of its members and Board of Directors;

**AND WHEREAS** the Bylaws of the Association provides that the owners and lien holder shall have the right, during reasonable business hours, to inspect the books and records of the Association;

**AND WHEREAS** it is desirable to impose certain reasonable restrictions on the process of record inspection and copying;

**NOW THEREFORE BE IT RESOLVED** that the following requirements are hereby established for the inspection of the records of the Association:

1. A notice of intent to inspect must be submitted in writing, stating the proper purpose, to the Board of Directors and/or its duly authorized agent at least 24 hours prior to the planned inspection. Article 1396.2.23b of the Texas Non-Profit Corporation Act provides that all books and records of a corporation may be inspected by any member or his agent, or attorney for any proper purpose, at any reasonable time.
2. The notice must specify with some particularity which records are to be inspected, so that such records may be recovered in an orderly manner and assembled for inspection.
3. All records shall be inspected at the registered office of the Association between the hours of 9:00 a.m. and 4:00 pm Monday through Friday (except holidays).
4. At the sole discretion of the Board of Directors, certain records may only be inspected with written consent of the Board of Directors:
  - a) Minutes of Executive Session;
  - b) Minutes of Administrative Hearings pertaining to the imposition of fines, late fees or other punitive disposition;
  - c) Where disclosure would violate a constitutional or statutory provision or applicable public policy;
  - d) Where disclosure could result in harm to the Association or any of its Members;
  - e) Personnel records;
  - f) Inter-office memoranda;
  - g) Active litigation files;
  - h) Preliminary data or reports which have not as yet been formally approved by the Board, such as contractor bid prospects.

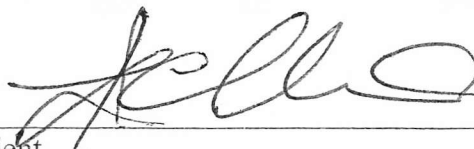


5. Person(s) requesting access shall not disrupt the ordinary business activities of the registered office during the course of inspection.
6. No original records may be removed from the office without the written consent of the Board of Directors.
7. Certain records of the Association for prior years may be located at remote storage facilities. Person(s) requesting inspection of such records will be required to reimburse the Association for the cost of recovery and subsequent re-storage of these records at cost.
8. In the event the person(s) reviewing the records is desirous of making photocopies, such person(s) may either (a) bring their own duplicating machine to the registered office or (b) mark such documents that are to be duplicated and copies will be furnished at cost to the requesting party of .15¢ per copy.
9. The Association is under no obligation to provide any additional information other than that which is required by law.

**RESOLVED:**

EFFECTIVE DATE: April 10, 2012

BY:

  
\_\_\_\_\_  
President

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

VERACITY INC  
1401 N CENTRAL EXPWY #3475  
RICHARDSON, TX 75080

Submitter: OAK CREEK CONDOMINIUMS

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 5/30/2012 11:03 AM

Instrument #: D212128357

OPR

53

PGS

\$220.00

By: Mary Louise Garcia

D212128357

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: AKCHRISTIAN