



Arlington Oaks Owners Association, Inc.
Policy, Rules and Regulations
(Revised January 2018)

POLICIES IN GENERAL:

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

CITY ORDINANCES:

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

COMMUNICATIONS:

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

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



Email: manager@arlingtonoaks.org Website: www.arlingtonoaks.org

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We suggest submitting your requests or complaints in writing via email or mail to the above address.

Declaration Provisions:

The rules will be strictly enforced. If any occupant or guest of the owner's unit violates the rules, the owner will be responsible for corrective action, damages and assessments. The following policies are partly from the Declaration and partly adopted by action of the Board of Directors. All Declaration provisions apply---even if not set forth below. Except for provisions of these policies that come from the Declaration, the policies may be changed or added to by the Board.

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



Insurance

The Association does insure the exterior buildings and common areas against loss by fire, windstorm, hail and certain other perils. The Association does assume the risk and carries liability insurance on all common areas as defined in the Declaration and/ or By-Laws. The Association does not insure any occupant's personal property against fire, theft, water damage, mysterious disappearance, vandalism, malicious mischief, etc. whether the property is located inside the dwelling or in the common areas. The Association highly recommends that each occupant carry renter's insurance. The Association does not assume the risk or carry liability insurance for accidents that occur inside a condominium unit. Every owner is encouraged to purchase a comprehensive personal property and liability policy for their own protection.

Security, Safety & Lighting:

The Association does not provide or warrant your security. Each owner is responsible for their own security and that of their family, guests and tenants. Owners and/or occupants are requested to immediately report common area lighting problems, hazardous conditions, or common facility problems immediately to the Association manager. The Association cannot and does not check exterior lighting daily. The Association generally must rely on owners and residents to notify the Association manager when lights are burned out or insufficient in some manner. Clever criminals can defeat almost any kind of crime deterrent. Residents must assume that electronic or mechanical devices may malfunction from time to time including; lighting, gates, locks, windows and doors. Remember to keep your windows, doors, gates and vehicles locked at all times.

These Rules will implement a fine if not followed:

DWELLING & COMMON AREA CONDITIONS:

Storage of property on private patios or balconies

The only items which may be stored temporarily or permanently on private patios or balconies which can be viewed from the streets or common areas are the following: outdoor lounges and lawn chairs; exterior tables; decorative plants in pots. Nothing may be hung on the railings or on the buildings without Association approval. Items stored on the patios must not appear to be in disrepair.

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

Storage of barbecue grills (2007)

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

Storage of property in common areas

No property may be stored temporarily or permanently on sidewalks, balcony walkways, hallways, stair landings, parking lots or other common areas. Garage sales and estate sales are not allowed. The Association manager or persons designated by them may remove and throw away any property stored in violation of this rule. (\$75 fine will be assessed, fine will double if rule is violated repeatedly)



Storage of Property Inside Dwellings

The Association has the right and the responsibility to control the visual attractiveness of the property, including the right to require removal of objects which are visible from the common area and which detract from the property's appearance. Blinds and drapes must be in good repair, hung properly, and comply with Window & Door Coverings (see rule below).

Hanging of Clothes/ Linens Outside of Dwellings

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

Entry Areas and Sidewalks

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

Trash

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

Window & Door Coverings

Only white or ivory blinds shall cover exterior windows. No foil or other material objectionable in the reasonable judgment of the Association manager shall be placed in or next to any window or any glass door. Burglar bars may not be installed except with prior permission of the Board. Screen mesh covers, magnetic mesh covers, bamboo screens or baby gates are not allowed on patio/ balconies. Screen/ Storm doors are allowed with the approval of the Board.

No Signs in Windows or on Property

"For Sale" or "For Rent" signs and all other signs are prohibited and may not be exhibited anywhere on the property, including from the interiors of the dwellings. The Association provides a Bulletin Board (at the management office) where rent or unit sale notices may be displayed for free by owners.

Common Area Modifications

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



Common Area Repairs

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

Exterior Construction and Improvements

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

CLUBHOUSE: Policy and Reservation Procedures

Clubhouse Rules:

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

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

Generally, when the facility is reserved for board meetings there is no user fee charged. Similarly, when the clubhouse is used for an event sponsored by the Board or by any duly constituted Association Committee there is no fee charged. When the clubhouse is reserved by an Association owner/member for a private purpose however, a nominal fee of \$100.00 is charged.

This fee is set by the Board of Directors and may be changed from time to time. In addition, a refundable, advance deposit of \$500.00 is required to insure against damages and to assure clean up after private use. Both the fee and deposit will be placed in the care of the Association Manager and will be administered in accordance with rules posted and approved by the Board.

Reservations: Reservations are for the clubhouse only and not for the swimming pool(s).

1. The clubhouse rental is for owners and their guests only; owners will not loan nor rent out the clubhouse to non-members. Owner must be present at all times during the rental of clubhouse.
2. If members wish to reserve the clubhouse for a private function, check with the on-site office staff for scheduling. If the date desired is open, your name and date desired will be entered on the Clubhouse Calendar along with deposits and rental fees collected.



Deposit

1. \$500.00 deposit check will be required, made payable to Arlington Oaks Condominiums, in addition to execution of a Clubhouse Use Agreement form. A key to the clubhouse will be "loaned" to the sponsoring member until the day following their event.
2. If the clubhouse is in order and left clean and free of any damages, the full amount of the deposit will be returned to the member.
3. The key "loaned" to the member must be returned immediately after the reserved function has come to an end. If key is not returned within a reasonable time, the sponsoring member will be charged an inconvenience fee by the Association for changing the locks to the clubhouse doors.
4. If there is damage or other costs, the deposit check will be forwarded to the Association Manager, who will deposit the check and refund any portion of the deposit (less any charges made to the sponsoring member that may be necessary for damages or other charges) within 30 days thereafter. In the event damages or other charges exceed the deposit amount, an assessment will be made against the sponsoring member for the full recovery of the repair and/or replacement of such damages and charges, which will be collected per Association Collection Policy and Procedures.
5. In addition to the deposit above, a separate check in the amount of \$100.00 for each day of the scheduled event will be required, also payable to Arlington Oaks Condominiums HOA. This check will be forwarded to the Association Manager for immediate deposit.
6. Reservations will not be accepted more than 30 days prior to the date of the event, and will be limited to ONE (1) day only unless other members do not desire to use the clubhouse. The Property Manager must approve reservations for more than ONE (1) day.

Rules

1. **NO SMOKING** is allowed inside the clubhouse.
2. **NO ALCOHOLIC BEVERAGES** are allowed in or around the clubhouse.
3. You, and your guests, are **NOT ALLOWED** to access any amenities during clubhouse rental.
4. No sleeping, lodging or overnight stay allowed.
5. Install decorations with user-friendly tape. **NO** nails, tacks or staples, etc. are allowed.
6. Furniture or equipment **IS NOT** to be removed from the clubhouse for any reason.
7. Animals **ARE NOT** allowed in the clubhouse or pool area.
8. Maintain noise at a minimum level so activities do not disturb other residents.
9. The Arlington Oaks Condominiums Association, Inc., its officers, directors, or Association manager is not responsible for any accidents that may occur by owners or guests while using this clubhouse facility.
10. The clubhouse closes at 11:59 p.m. You must have everyone out of the clubhouse and common areas 15 minutes prior to closing of the clubhouse.

Leaving the Clubhouse

- Clean the clubhouse thoroughly, and collect all trash in plastic bags and then place in dumpster(s).
- Turn air thermostat to 85 during the summer and 60 during the winter.
- Lock all doors to the clubhouse firmly. Drop clubhouse key in drop-box next to office doors.
- Report any damage, broken appliance or other problems to a committee member or the on-site office staff.



AMENITIES:

Swimming Pool and Spa Rules.

1. Limit of two (2) guests per condominium unit.
2. A parent or legal guardian must accompany anyone under 16 years of age.
3. No Grilling/ BBQ allowed.
4. No Smoking and Pets are strictly prohibited.
5. No Alcoholic beverages are allowed.
6. No Loud music (includes portable radios and bluetooth devices).
7. Only personal music devices with headphones will be permitted.
8. No horseplay, running, loud noise or profane language.
9. No glass containers of any kind.
10. Proper swimwear only, no street clothes.
11. Management reserves the right to deny use to anyone at any time.

Main Pool Hours; open daily/ 5:00AM to 12:00AM (subject to change)

Small Pool Hours; open daily/ 5:00 AM to 10:00 PM (subject to change)

Fitness Room & Sauna Rules

1. Only water permitted.
2. Owners or tenants with amenities pass only.
3. Must be 16 years of age to use facility.
4. No smoking allowed.
5. No pets allowed.
6. No wet swimming attire permitted inside.
7. For your safety, we recommend the use of a "spotter" and weight belt at all times.
8. Door must remain closed at all times and not left propped open.
9. Shirts and shoes must be worn at all times.
10. Absolutely no alcoholic beverages allowed.

Fitness Room & Sauna Hours; daily/ 5:00AM TO 12:00AM (subject to change)

Tennis Court Rules

1. Owners or tenants with amenities pass only.
2. Must be 16 years of age or accompanied by an adult.
3. Shirts and soft sole tennis shoes must be worn at all times.
4. No alcohol, food or glass containers allowed.
5. No pets allowed.
6. No roller blades, skateboards, or bicycles.
7. Limit one hour when others are waiting.

Court Hours; daily/ 7:00AM to 10:00PM (subject to change)



Park Area Rules

1. Dogs must be on a leash at all times and never left unattended.
2. Absolutely no alcoholic or glass containers allowed in park areas.
3. If animals are brought into the park area, the animal owner is responsible for the removal of any defecation left by the animal.

KEYS: Condos, Amenities & Mailboxes

Access to Condominiums

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

1. Inspection for utility leaks and/ or frozen pipes;
2. Prevention of water pipe freezing (by turning on heat or dripping faucets); and
3. Protection of property rights and quiet enjoyment of other owners.
4. Requested work orders (per owner's request and or property manager's)
5. Annual fire alarm system testing (per city Ordinances 901.6.3 & 901.6.4)

The Association requires that all owners furnish the Association with entry keys and or door/ alarm codes to their condominiums for above purposes. If the condominium is unoccupied at the time such entry is needed for above purposes, only a locksmith may be used for gaining entry, except in case of extreme emergency such as an obvious water leak or fire. The Association, at the Owner's expense, may repair utility leaks for which the Owner is responsible under the Declaration, By Laws or Rules with prior notice delivered to the condominium if the Owner fails to promptly repair them. If damages occur due to the Association's inability to gain access to unit due to a key or alarm code not provided by owner, owner will be liable for any and or all damages and costs of repairs.

Amenity Card Policy

All owners have been given an amenity key or card, which allows entry to both swimming pools, fitness center and tennis court. It is the owner's responsibility to furnish this key or card to any subsequent buyer of their unit or to their tenants upon move in. The owner must recover the key or card upon move out of the tenant. It is mandatory that any person utilizing any of the amenities possess an amenity card and show proof to any Board member and/or Association manager upon request. If an owner's amenity key or card are lost or stolen, a replacement charge of \$100.00 will be assessed to the owner. Please contact the Association manager for replacement of the amenity card.

Mailboxes

The Board of Directors has the exclusive right to designate the type, size, location and signage on mailboxes. Names on the outside of mailboxes are not allowed and may be removed by management without prior notice because publicly identifying names with a particular dwelling increases the risk of crime for occupants of the dwelling. Owners are responsible for their own mailbox locks and keys. Locks can be changed by the owner or by the United States Post Office for a fee.



ANNOYANCES:

Nuisances/Disturbances

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

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

Noise

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

Criminal Activity

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

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

VEHICLES:

Anti-theft Alarms (noise)

Owners and occupants who have vehicles with anti-theft systems shall not allow the alarms or horns to go off and disturb other persons on the property for more than three minutes. Any vehicles violating the “three-minute” rule shall be deemed to be illegally parked and subject to immediate towing by the Association under Texas towing statutes, without prior notice to the vehicle owner or operator.

Vehicle Repairs

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



Parking

- a. Parking of vehicles, motorcycles and bicycles in grass areas, dirt areas, flowerbeds or sidewalks are prohibited. Owners and occupants shall park vehicles in their assigned parking spaces.
- b. No vehicles may be parked or unattended in such a manner as to block the passage of other vehicles on the streets or driveways to dwellings. No vehicle shall be left parked and unattended, in the street, along curb, in fire lanes, in front of dumpsters or in driveway areas in such a manner as to prevent the ingress and/ or egress of emergency vehicles (i.e., fire, EMS) or service vehicles (i.e., refuse trucks). No inoperable vehicle may be stored on the property.
- c. No recreational (boats, trailers, mobile homes, etc.) or commercial vehicles may be parked on the property. Temporary accommodations may be made but only with prior consent of the Board. Towing will be enforced in all other situations at the owner's expense.
- d. Motorcycles and bicycles may not be parked in common areas; walkways, underneath stairwells and landings.
- e. If someone is physically disabled, the Association manager will accommodate special requests for handicap parking in common areas. Handicap parking signs must be honored. Including ramps. (per ADA)
- f. Each Condominium unit is assigned a certain parking space number. No other vehicles may park in assigned spaces belonging to other condominium owners. Anyone violating this rule will be subject to towing by the Association, without prior notice to the vehicle owner or operator at vehicle owner's expense. All guests shall park in unmarked parking spaces only.
- g. Parking spaces assigned to the management office are to be used while conducting business at the Association's office during the hours stipulated on the parking spaces. Violators are subject to fine and/ or towing at the owner's expense.
- h. Use and storage of temporary storage containers (Pods or similar) are prohibited without prior consent of the Board.
- i. **Semi/ Rigs/ 18-Wheeler Cabs or Trucks ARE NOT ALLOWED ON PROPERTY.**

Towing Illegally Parked Vehicles

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

Access Gate Policy

The east (Bamboo Dr.) and west (Basil Dr.) gates will open daily at approximately 6:00 AM and will close again at approximately 10:00 AM. The gates will reopen again at approximately 4:00 PM and reclose at approximately 10:00 PM. These gates are set on automatic timers; therefore, times may not always be exact, but approximate. Parking, idling, sitting, or stopping your vehicle on the gate tracks is not permitted. When the gates are closed, there is no parking or blocking of the gates allowed. Do not try to out run gates during their closure. Association is not liable for any damages occurred by the gates when rules are not followed.



OWNER LIABILITIES:

Dwelling Insurance

Owners are required to carry comprehensive personal property and liability policy (HO-6 condo policy) to ensure damages are covered during an event of a water leak or fire. The Association does not insure any occupant's personal property against fire, theft, water damage, mysterious disappearance, vandalism, malicious mischief, etc. whether the property is located inside the dwelling or in the common areas. The Association highly recommends that each tenant carry renter's insurance (while unit is rented). The Association does not assume the risk or carry liability insurance for accidents that occur inside a condominium unit.

Assessments and Damage Charges

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



Water Leaks

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

Utilities and Leaks

Each owner shall be responsible for promptly fixing leaks in all plumbing lines, plumbing fixtures, hot water heaters, lavatories, sinks tubs, and shower stalls inside their dwellings. A condominium owner will be responsible for paying the damages and repairs necessitated by water leaks from their dwelling to adjacent dwellings. If the Association deems it necessary to repair any of these items inside an owner's dwelling, the owner shall reimburse the Association for the cost repair, plus 75% for administrative overhead.

Interior Water Leaks

Failure of a condominium owner to promptly repair or report a water leak within 24 hours after evidence of the leak in the interior of the Owner's dwelling can cause damage to be compounded and cost the Association excess dollars on wasted utility usage and repairs. This is especially true when leaks occur from windows, roofs or other exterior areas. This can result in water running down the interior of perimeter walls and damaging the interior of the dwelling walls, interior surfaces, ceilings, or carpets in dwellings. The failure of the Owner to repair or report such leak within 24 hours after the first sign of the leak shall mean that the dwelling Owner shall pay for 100% of the cost of any interior repairs to any common element which the Association would otherwise be liable to fix and pay for under the Declaration. Condominium Owners must repair or report evidence of any existing leak to the Association manager within that 24-hour period. After that time, an owner is liable for 100% of the cost of interior repairs, and repairs of other items for which the Association would otherwise be liable.

Freeze Warnings

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

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

Air-conditioning and or/ heating system

Supplementary air-conditioning or heating units may not be installed at any exterior window of any dwelling. Yearly HVAC services is highly recommended to prevent leaks and major repair costs. Association must approve roof access before any removal or install of HVAC systems. If old HVAC system is left on roof the Association will charge back Owner all costs of removal and disposal plus any damages that occurred due to the negligence.

Pest Control

The Association shall have the responsibility for basic pest control treatment in all dwellings, with all buildings scheduled for routine treatment. When individual dwellings are to be treated, notices will be provided no less than forty-eight (48) hours prior to treatment. Owners and residents are requested to comply with any special instructions that may be provided. In the event pest control is needed at any time other than the normal schedule, contact the Association manager for this to be completed. If an owner or tenant opts-out of services and an infestation occurs due to non-treatment, the owner is liable for any additional costs due to not having their unit serviced when treatment was scheduled. **Any additional treatment needed regarding fleas, bed-bugs or an infestation of some sort, will be an expense of the homeowner.**



Antennas & Satellite Dishes

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

Smoke Detectors

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

Fire Alarm System

The Fire Alarm System located within each unit should not be tampered with for any reason. Any person who intentionally or unintentionally made the heat detector and/ or alarm inoperable within their unit will be subject to a severe fine in addition to any costs incurred to repair the alarm system. (per city Ordinances 901.6.3 & 901.6.4)

Children

Each owner is responsible for the conduct of their children and/ or those belonging to their tenants and/ or their guests in their dwelling. Children under the age of 9 years may not be left in a condominium unit without a person over the age of 13 who is present and responsible for the child. No children's toys may be left outside overnight in areas visible from the street or in common areas. Residents of a dwelling are encouraged to exercise care to inspect windows, screens, locks and latches to make sure they are in good working order and are being used properly to protect children visiting or living in the unit.

Vacation/ Out of Town Procedures

Any occupant leaving for several days/ weeks should:

- a. Arrange for pet care
- b. Leave the thermostat at a level to prevent problems with freezing pipes, even though the outside temperature may not be sufficient to warrant this protection at the time you leave.
- c. Ask the post office to hold our mail, or arrange for someone you know to pick your mail up daily for you.
- d. Notify a friend to check on your unit frequently.
- e. Owners must notify the Association if their unit will not be occupied.

When out of town, the Association does not have the ability to assist owners or their tenants with their pets (walking, feeding or watering), picking up their mail, checking on their unit or adjusting their thermostat. This is a liability the Association wants to avoid.

Owner Contact Information

Owners shall keep the Association timely informed of their current contact information; address, phone numbers, email address and an emergency contact person.

Name and Address of New Owners

An owner may not sell or convey their Condominium without all monies due and owing to the Association being paid in full. If such Owner does sell, convey or transfer their Condominium without paying such monies, such selling Owner shall remain liable for all monies accruing to the Association thereafter on such monies are paid in



full. If an Owner sells or transfers ownership of their Condominium and fails to notify the Association of the sale, the selling Owner shall continue to be liable for assessments accruing after the sale or transfer until such time the selling or transferring Owner notifies the Association and their managing agent in writing of the name and address of the new Owner.

Soliciting

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

Police Calls

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

Water Shut Off Request

Water shut-off guidelines:

- a. Must notify the Association 48 hours in advance to allow shut-off notices to be sent out.
- b. Times allowed- 10am to noon or 1:30pm to 3:30pm (2 hours max allowed).
- c. Days allowed- Monday through Friday;
- d. No weekends allowed, weekdays only.
- e. Must contact the Association immediately if the allowed 2 hours will need to be over-extended.
- f. If any damages occur to your unit or any other unit during repairs, you will be financially responsible to repair all damages.
- g. All repairs must be completed by a license plumber if owner is not doing the repairs themselves.
- h. The Association will contract a license plumber to complete said repairs at the owner's expense if damages occur due to a non-license plumber.

Emergency Water Shut Off

Due to a plumbing emergency, water to the building will be shut off without prior notices to prevent further damages and to repair any leaks.

TENANTS:

Leasing

Recommended leasing guidelines:

- a. Leases should be in writing and are subject to the provisions of the Declaration and community policies.
- b. A copy of the most recent community Policies, Rules & Regulations should be provided to the Owner's tenant(s) by the Owner at the beginning of the lease term.
- c. The Condominium is not leased nor intended for hotel, transient, third-party rentals, including AirBnB or like purposes.
- d. Leases are required to be a minimum of 6 months.



Lock-Outs

The Association does not handle tenant lock outs during office hours or after hours. Owners and or Property Managers are responsible for assisting renters with lock-outs.

Per Texas Property Code Chapter 92.151 to 92.170-

Each condominium that is leased must have in working order:

- a. A keyless deadbolt on all exterior doors
- b. Keyed deadbolts on at least one entry door
- c. Pin locks on all sliding glass doors
- d. Door viewers (peep-holes) on all exterior doors
- e. A window latch on each window
- f. Owner must rekey at every tenant turnover, per Texas Security Device Statue.
- g. Owner must install and maintain security devices for their unit.

Change of Tenancy

Owners shall notify the Association of any changes to tenancy; move in or move outs. Also provide an updated lease when applicable or a written statement if no lease of who currently resides in unit.

Renters Insurance

The Association highly recommends that each occupant carries renter's insurance. The Association does not assume the risk or carry liability insurance for accidents that occur inside a condominium unit. Every owner is encouraged to purchase a comprehensive personal property and liability policy for their own protection.

Background Checks

The Association highly recommends background screenings for each applicant. Owners are solely liable for whom occupies their unit(s). See Association manager for additional assistance or questions.

Eviction of Tenants

The Association may recommend that any tenant who leases a unit is evicted after repeated warnings and fines have been assessed due to their tenant substantially or repeatedly violating the Association's Rules and Regulations. Tenant would not be allowed to rent on property again.

Occupancy Guidelines for Tenants

The following are the occupancy limits for each unit:

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

Homeowners and their property manager are responsible for conducting business with their renters. NO BUSINESS SHALL BE CONDUCTED BETWEEN ARLINGTON OAKS CONDOS HOA STAFF AND RENTERS, except in an emergency.



PETS:

Animals

You are only allowed 2 animals per condominium.

No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic animals will be allowed on the property other than confined to a leash. No animal may be boarded for hire or remuneration on the property, and no kennels or breeding operation will be allowed. No animal shall be allowed to run at large. Leashes may not be tied to objects and must be held by a person who can control the animal always. No animal shall be left unattended on a balcony, patio, or vehicle. No feeding bowls outside unit allowed.

The Owner of a condominium where an animal is housed has the responsibility to immediately clean up after such animals have defecated in Common Areas or on balconies, patios, enclosed courtyards, sidewalks, driveways, or streets. If an animal or Condominium Owner is in violation of these restrictions, the Association manager or their representative may remove the animal from the Property and place the animal with the local humane society or proper governmental authority.

Due to safety concerns, Arlington Oaks Owners Association does not permit the following breeds of dogs, or any dog that has any of these breeds in their lineage, regardless of their weight:

Pitt Bulls, Rottweilers, Chow Chows, Doberman Pinschers, German Shepherds, Siberian Huskies, Perro de Presa Canarios, Alaskan Malamutes, Akitas, American Staffordshire Terriers, Boxers, Great Danes, and Wolf-hybrids.

Owner Liability of Animals

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

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

Damages to common areas, amenities, buildings and property grounds due to negligence of owner done by their pets will be liable for all costs of repairs.

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



ADMINISTRATION

Fees for Special Services

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

Decs & By Laws Provisions

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

Delinquencies

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

Collection Policy & Procedures

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

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

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

Thirty (30) Days Delinquent

On the 16th of the month, a reminder notice will be sent out with a \$30.00 fee being assessed.

Sixty (60) Days Delinquent

On the 16th of the month, a reminder notice will be sent out with additional late fees assessed.

Ninety (90) Days Delinquent

On the 16th of the month, in addition to a reminder notice being sent out, the Association will seek legal counsel assistance regarding collections of all past due balances and thirty (30) notice of intent to foreclose, mailed to the owner by the Association's legal counsel. Legal fees necessary for providing these services will be applied to the amount due from the owner.

To prevent foreclosure procedures all fees including all past due delinquencies (past dues, current dues, fines, late fees, attorney fees, other fees, and any special assessments if applicable) must be paid in full to cancel foreclosure proceedings.



FINES, FEES & ASSESSMENTS

CHARGES	AMOUNTS
Late Charge (per Declaration) payment received after the 15 th of month	\$30.00
NSF Fee	\$30.00
Nuisance/ Disturbance (yelling, loud noises, music, TV, dog barking non-stop, loud vehicle, etc.)	\$75.00 and up
Trash/ Litter/ Debris (on patio, balcony, common area, stairs, landings, walkways, etc.)	\$75.00 and up
Windows (improper coverings, aluminum foil, signage, tint, broken window pane)	\$75.00 and up
Pet waste (not picking up pet waste from common areas and property grounds)	\$75.00 and up
Pet left unleashed or unattended while on property	\$75.00 and up
Violation of Amenity rules (suspension of amenity use and fines)	\$100 and up
Storing of inoperable vehicle on property	\$100.00 per day
Storage (storing of items on patio, balcony or under the stairs)	\$75.00 and up
Vehicle maintenance (washing, vacuuming, oil change, fluid flushes, repairs, etc.) on property	\$100.00 an up
Use of any type of Storage container/ Shipping container/ Storage pod on property	\$50.00 per day
Parking on property grounds (plus costs of damages and repairs)	\$50.00 and up
Damages to property, buildings, common areas, etc. (intentional or unintentional, plus cost of repairs)	\$100.00 and up
Intentional waste of common utilities	\$100.00 and up
Disposing of house-hold items in or near dumpsters (furniture, appliances, mattresses, etc.)	\$200.00 and up
Tampering of Fire Alarm System (plus costs of repairs)	\$500.00 and up
Grilling/ Cooking/ BBQ on patio or balcony or within 10ft of any building	\$150.00 and up
Clubhouse rental fee (only owners are allowed to rent clubhouse)	\$100.00 per day
Clubhouse deposit (refundable)	\$500.00
Fine for police calls due to domestic violence or felony offenses committed on property	\$125.00 and up
Failure to provide copy of warranty deed	\$75.00
Failure to provide current lease/ rental agreement or occupants information	\$100.00 per day
Failure to provide Association a working key or alarm code to condo unit	\$75.00 and up
Resale Certificate Packet	\$150.00
Transfer fee	\$50.00
Condo Questionnaire	\$50.00
Copy of Decs & By Laws	\$25.00 and up
Amenity card replacement fee	\$100.00

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