

**RULES AND REGULATIONS FOR THE  
WILLIAMSBURG CONDOMINIUM ASSOCIATION**

The Williamsburg Condominium Association establishes RULES AND REGULATIONS as defined in Article 5.3b of the Bylaws.

In the event of a conflict between "Documents", the hierarchy of authority is as follows: Texas Uniform Condominium Act "TUCA" (highest), Declaration, Bylaws, and the Rules & Regulations (lowest). 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 to comply with all obligations under "TUCA", the Declaration and Bylaws of the Association.

**A. COMPLIANCE**

A-1 **Compliance:** 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. Everyone must comply with notices communicated by the Association. Contact the Association if you have a question about these Rules. Any violation of the following rules may be subject to a fine of \$50 - \$500 determined by the Board of Directors.

A-2 **Personal Conduct:** Any activity determined by the Board of Directors including boisterous conduct, drunken behavior, public drug use, public nudity, threatening conduct, 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 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.

A-3 **Right to Enforce:** The Association has the right to enforce these Rules against any person on the Property.

A-4 **Waiver:** Circumstances may warrant a waiver or variance of these Rules. An Owner must make written application to the Board. Board approval of any waiver or variance must be in writing.

A-5 **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.

**B. OBLIGATIONS OF ASSOCIATION, OWNERS AND RESIDENTS**

- B-1 **Safety:** The Association is not responsible for the safety of anyone on the Property.
- B-2 **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.
- B-3 **Insurance:** 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. SECTION 4.6d. OF THE DECLARATION, states that "EACH UNIT OWNER MAY OBTAIN ADDITIONAL INSURANCE AT THEIR OWN EXPENSE FOR THEIR OWN BENEFIT. 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 THEIR INSURANCE POLICY TO THE ASSOCIATION".
- B-4 **Illegal Activity:** No illegal or dangerous activity is permitted on the Property. No one convicted of a Class 1 Felony as defined by the State of Texas is permitted on the property at any time.
- B-5 **Reimbursement:** An owner must promptly reimburse the Association for any expenses or damages incurred by the Association to enforce these Documents against the Owner, their Unit, or persons whom the Owner is responsible.
- B-6 **No Garage Sales:** No sale or activities such as "Garage Sales" are allowed.

**C. GENERAL USE AND MAINTENANCE OF UNIT**

- C-1 **Residential Use:** Each Unit must be used solely for residential use, and may not be used for commercial or business purposes, except as permitted in the Declaration. This restriction does not prohibit a Resident from using their Unit for personal, business, or professional pursuits, provided that: (a) the nonresidential use is secondary to the Unit's residential use; (b) the use conforms to all applicable laws and ordinances; (c) there is no external evidence of the nonresidential use; and (d) the nonresidential use does not entail visits to the Unit by the public, employees, suppliers, or clients.
- C-2 **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 any law or any provision of the Documents.
- C-3 **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. 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. Per the City of Dallas Fire Code, no items may be placed on exterior stairs or landings that may block the access of emergency personnel.
- C-4 **Glass:** 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".

- C-5 **Heating and Cooling Equipment:** Each Owner, at their expense is responsible for the maintenance, repair, and replacement of heating and cooling equipment serving their Unit.
- C-6 **Combustibles:** A Resident may not store or maintain, anywhere on the Property explosives or materials capable of spontaneous combustion.
- C-7 **Barbecue Grills:** Open flame cooking devices, including outdoor fireplaces and charcoal grills, shall not be used on patios or balconies or within 10 feet of the property. Gas and Electric grills may be used on patios and balconies.
- C-8 **Emergencies:** In case of continuous water overflow, a Resident should immediately TURN OFF THE SHUT-OFF VALVES BEHIND THE TOILET OR UNDER THE SINK.
- C-9 **Cable and Satellite:** A Resident who subscribes directly to cable or satellite service is solely responsible for maintaining that subscription and equipment. All exterior lines providing service must be fastened inconspicuously along the corners of the buildings and cannot be extended across the roof.
- C-10 **Fireplaces:** Fireplaces may not be used without a closed grate. A quantity of wood no larger than one-quarter cord may be stored on back patios or balconies next to the railing and not touching the structure. Residents are responsible to sweep their chimney.
- C-11 **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 any period of below-freezing temperatures, no Unit may be left unheated, water 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 negligence.
- C-12 **Leases:** All or part of the Unit may not be leased for hotel, commercial, or transient purposes. Each lease must be in writing. At the Association's request, an Owner must give the Board a copy of each lease and lease renewal.

#### **D. MAINTENANCE OF COMMON ELEMENTS**

- D-1 **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 art 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. Items of personal property found on general common elements are deemed to be abandoned, and will be removed at owner's expense.
- D-2 **Roof:** Owners may not at any time enter on or attempt to enter on the roof of the Project.
- D-3 **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.
- D-4 **Pool:** For health and sanitary reasons, no children in diapers or those that are not toilet trained are permitted in the pools or spas. Pool guests are limited to two per Unit, and the Resident must be present. Residents must obtain Board approval for larger groups.

## **E. COMMUNITY ETIQUETTE**

- E-1 **Courtesy:** Each Resident will avoid doing anything that will annoy, harass, embarrass, inconvenience, or disrespect anyone on the property.
- E-2 **Noise:** Each Resident must exercise reasonable care to avoid making any loud, disturbing, or objectionable noises that are likely to disturb Residents of other Units.
- E-3 **Reception Interference:** Each Resident will avoid doing anything that may unreasonably interfere with the television, radio, telephone, or electronic reception on the Property.
- E-4 **Complaints:** Complaints regarding the maintenance of the Property must be made in writing (via letter or e-mail) to the Board of Directors or 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.

## **F. ARCHITECTURAL CONTROL**

- F-1 **Common Elements:** Without the written approval of the Board, an Owner may NOT change, remodel, decorate, destroy, or improve the common elements, nor do anything to change the appearance of the building exteriors or grounds, including without limitation the entry door, balcony or patio, front porch, fences, and sidewalk appurtenant to the Unit. No signs, notices, or advertisements may be posted on the common elements or in a Unit if the sign is visible from outside the Unit. No items may be hung to dry on a porch or patio.
- F-2 **Window Treatments:** An Owner MAY install window treatments inside their Unit. Window treatments including drapes, blinds, shades, or shutters must appear to be clear or white when viewed from outside the Unit. Window treatments must be maintained in good condition. Aluminum foil and reflective window treatments are prohibited.
- F-3 **Board Approval:** To obtain Board written consent for an alteration or modification, an Owner must comply with the requirements of Article 3.8 of the Declaration. An applicant may not rely on verbal assurances of an Association managing agent, employee, or member of the Board of Directors.

## **G. VEHICLE RESTRICTIONS**

- G-1 **Permitted Vehicles:** All vehicles must be operable, and must display a current license tag and inspection sticker. Vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, and small vans. The following are not permitted on the Property: trailers, boats, recreational vehicles, buses, large commercial trucks, industrial vehicles.
- G-2 **Speed:** A maximum speed limit of 15 miles per hour will be observed on all streets as posted

- G-3 **Repairs:** Washing, repairs, restoration, or maintenance of vehicles is prohibited except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility
- G-4 **One Space:** Standard sized vehicles must be parked straight-in (not angled or sideways), so that they do not occupy more than one parking space. Oversized vehicles must park in the designated parking areas across from buildings 1East and 1West, and must park diagonally if necessary to avoid parking over the red fire lanes.
- G-5 **Proper Placement:** No vehicle, including motorcycles, may be parked or placed anywhere on the Property except in designated parking spaces. Bicycles may only be stored on a patio, balcony or inside a Unit.
- G-6 **Nuisances:** Vehicles must be muffled, and must be maintained and operated to minimize noise, odor, and oil emissions. The use of car horns on the Property is prohibited.
- G-7 **Motorbikes:** Motorcycles, motorbikes, or other motorized vehicles may not be operated on the Property except to provide transportation to and from a Unit.
- G-8 **Private Fire Lanes/Obstructions:** All streets and driveways on the Property are private fire lanes and utility easements on which parking of vehicles is prohibited at all times. No vehicle may be parked in a manner that impedes or prevents ready access to the Property, driveways, sidewalks or parking spaces. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard. No vehicle may be parked, even temporarily, in spaces reserved for others or in fire lanes.
- G-9 **Entrance & Exit Gates:** The West gates at the clubhouse have green signs posted for NO EXIT through the ENTRY gate at Building 1 West and NO ENTRY through the EXIT gate at Building 9 West. Your remote control or entry keypad opens the ENTRY gate at Building 1 West and your vehicle opens the EXIT gate at Building 9 West.
- G-10 **One Way Traffic:** Traffic flows counterclockwise on the West side starting at the ENTRY gate by Building 1 West to the EXIT gate by Building 9 West.
- G-11 **Violations:** A vehicle in violation of these Rules may be stickered, wheel-locked, towed, or otherwise removed from the Property by the Board, at the expense of the vehicle's Owner. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for Rules violations.

## H. **TRASH DISPOSAL**

- H-1 **Neatness:** Residents shall keep the Property clean and will dispose of all refuse in receptacles provided by the Association.
- H-2 **Hazards:** Residents may NOT store trash inside their Unit in any way that may cause fires, odors, seepage, or encourage vermin. Before discarding coals, ashes, logs, or other materials used in barbecue grills or fireplaces, Resident will ensure that the debris is thoroughly cold.
- H-3 **Trash:** Residents will place trash entirely within receptacles, and may NOT place trash outside, next to, or on top of the trash receptacles. Contractors may not

dispose of construction materials anywhere on the property. Boxes and large objects should be broken down or crushed. Receptacle doors shall be closed at all times when not in use. Residents must arrange privately for removal of discarded furnishings, building materials or any unusually large volume of trash. Offenders are subject to a fine.

## I. PETS

- I-1 **Permitted Pets:** Subject to these Rules, a Resident may keep in their Unit not more than two house pets. Each of which, at maturity, may not exceed the greater of 18 inches in height at the shoulder or 40 pounds in weight. A permitted house pet includes, but is not limited to, domesticated dogs, cats, and caged birds.
- I-2 **Prohibited Animals:** No Resident may keep a dangerous or exotic animal, pit bull terrier, trained attack dog, or any other animal deemed by the Board to be a potential threat to the well-being of people or other animals. 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.
- I-3 **Indoors/Outdoors:** Pets are allowed on general common elements if carried or leashed. No pet may be leashed to a stationary object on the common elements.
- I-4 **Pooper Scooper:** Pet owners are responsible for the removal of pet wastes from the common elements. Pets must be walked along the North and South fences in the grassy areas designated by the Board. Dispose of pet waste at the dog stations. The Board will levy a fine against the unit owner of \$50.00 for the first offense and \$100.00 for each subsequent offense.
- I-5 **Food:** No pet food shall be left on patios, balconies or in common areas.

## J. MISCELLANEOUS

- J-1 **Security:** The Association, its directors, committees, members, agents, and employees will not in any way be considered as an insurer or guarantor of security within the Property, and may not be held liable for any losses or damages. Each Owner assumes all risk for loss or damage to their person, to their Unit, to the contents of their Unit, and to any other of their property.
- J-2 **Fines:** The Association uses fines to discourage violations of the Documents, and to encourage compliance when a violation occurs - not to punish violators or generate revenue for the Association. Fines are only one of several methods available to the Association for enforcing the Documents. The Association's use of fines does not interfere with its exercise of other rights and remedies for the same violation.
- a. **Owner's Liability:** An Owner is liable for fines levied by the Association for violations of the Documents. Regardless of who violate the Rules, the Association will direct its communications to the Owner, although the Association may send copies of its notices to the Unit occupant.

b. **Violation Notice**: Before levying a fine, the Association will give the Owner a written violation notice and an opportunity to be heard. The Association's written violation notice will contain the following items: (1) the date the violation notice is prepared or mailed; (2) a description of the violation; (3) a reference to the rule or provision that is being violated, (4) a description of the action required to cure the violation; (5) the amount of the fine; (6) a statement that not later than the 30th day after the date of the violation notice, the Owner may request a hearing before the Board to contest the fine; and (7) the date the fine attaches or begins accruing, subject to the following:

c. **New Violation**: If the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months, the notice will state a specific date by which the violation must be cured to avoid the fine, if the violation is ongoing or continuous. If the violation is not ongoing, but is instead sporadic or periodic, the notice must state that any future violation of the same rule may result in the levy of a fine.

d. **Repeat Violation**: In the case of a repeat violation, the notice will state that, because the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months, the fine attaches from the date of the violation notice.

e. The Association may set fine amounts on a case-by-case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation, and should be uniform for similar violations of the same provision of the Documents. If the Association allows fines to accumulate, it will establish a maximum amount for a particular fine, at which point the total fine will be capped.

J-3 **Right to Hearing**: An Owner may request in writing a hearing by the Board regarding an alleged breach of these Rules by the Owner or any person for whom the Owner is responsible. The Board will schedule a hearing within 30 days after receiving the Owner's written request. At the hearing, the Board will consider the facts and circumstances surrounding the alleged violation. The Owner may attend the hearing in person, or may be represented by another person or written Communication.

J-4 **Mailing Address**: An Owner who receives mail at any address other than the address of their Unit must maintain with the Association their current mailing address. Notifications of change of name or change of address should be clearly marked as such. All notices required to be sent to Owners by the Documents may be sent to an Owner's most recent address as shown on the records of the Association. If an Owner fails to provide a forwarding address, the address of that Owner's Unit is deemed effective for purposes of delivery.

J-5 **Revision**: These Rules are subject to being revised, replaced, or supplemented by the Board of Directors. These Rules will remain effective until 15 days after an Owner of each Unit has been given a notice of the amendment or revocation of these Rules.

J-6 **Other Rights**: These Rules are in addition to and in no way whatsoever detract from the rights of the Association under the other Documents and the laws of the State of Texas.

J-7 **Effective Date**: These Rules are effective on June 15, 2010.