

FIRST AMENDMENT
TO
NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
ARBOR COURT CONDOMINIUMS
PURSUANT TO SECTION 202.006 OF THE TEXAS PROPERTY CODE
[Revised Rules and Regulations]

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

THIS FIRST AMENDMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR ARBOR COURT CONDOMINIUMS PURSUANT TO SECTION 202.006 OF THE TEXAS PROPERTY CODE (this "First Amendment") is made this 30 day of January, 2015, by Arbor Court Owners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, USA Properties Fund, Ltd., a California limited partnership ("Declarant") prepared and recorded an instrument entitled "Condominium Declaration for Arbor Court Condominiums" on or about September 2, 1982, under Volume 82173, Page 1422 *et seq.*, of the Real Property Records of Dallas County, Texas (the "Declaration"); and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development subject to the Declaration, which development is more particularly described in the Declaration; and

WHEREAS, Section 202.006(b) of the Texas Property Code, effective January 1, 2012, provides that a dedicatory instrument has no effect until the instrument is filed in accordance with this section; and

WHEREAS, the Association filed a Notice of Filing of Dedicatory Instruments on or about January 24, 2012, as Document No. 201200019606 of the Real Property Records of Dallas County, Texas (the "Notice"); and

WHEREAS, the Association desires to replace Exhibit A-7 to the Notice with the "Homeowner's Manual - Rules and Regulations (Revised January 2015)" attached hereto as Exhibit "A."

NOW, THEREFORE, the Homeowner's Manual - Rules and Regulations attached hereto as Exhibit "A" is a true and correct copy of the original, replaces Exhibit A-7 to the Notice and is hereby filed of record in the Real Property Records of Dallas County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this First Amendment to be executed by its duly authorized agent as of the date first above written.

**ARBOR COURT OWNERS ASSOCIATION, INC.,
a Texas non-profit corporation**

By: Judy Bryant
Title: PRESIDENT

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF DALLAS Collin §
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BEFORE ME, the undersigned authority, on this day personally appeared Judy Bryant, President of Arbor Court Owners Association, Inc. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 30 day of January 2015.



Amber Olpin
Notary Public, State of Texas
6-17-15
My Commission Expires

Exhibit "A"

Homeowner's Manual – Rules and Regulations (Revised January 2015)

Unofficial Copy

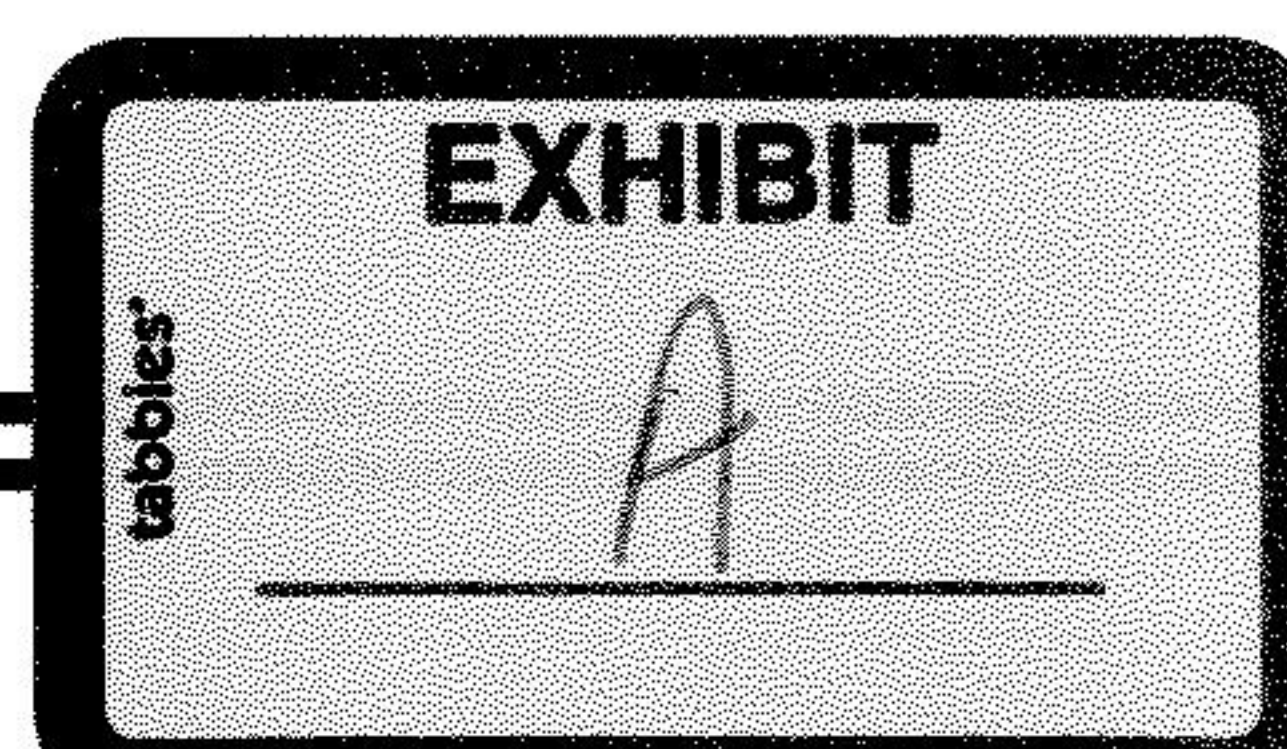
ARBOR COURT

OWNERS ASSOCIATION, INC.

HOMEOWNER'S MANUAL RULES AND REGULATIONS

Unofficial Copy

REVISED - January 2015



ARBOR COURT OWNER ASSOCIATION, INC.

Dallas, Texas

Homeowner's Manual

Introduction

In accordance with Article 5.2 and 5.3 of the By-Laws of the Arbor Court Owner's Association, the Board of Directors shall adopt and publish or cause to be published Rules and Regulations governing the occupancy of condo regulations adopted and shall be binding upon any and all occupants of the condominium units and their respective invitees. Such Rules and Regulation shall additionally be subject to amendment from time to time by the Board of Directors. These Rules and Regulations shall provide the guidelines to assure a safe harmonious environment for the homeowners and renters alike.

- a. All resident owners, nonresident owners and renters are subject to all of the homeowner documents and Rules and Regulation and are held responsible for knowing and understanding the contents of these said documents.
- b. Nonresident owners are responsible for the conduct and all communication with their renters.
- c. Nonresident owners are responsible for providing their renters with adequate knowledge of the Declaration and Master Deed, Bylaws and the Rules and Regulation of the Association.
- d. As determined by the Board of Directors, a schedule of fines for the violations and noncompliance of owners and/or occupants with respect to the Rules and Regulations, Declarations and Master Deed and Bylaws have been adopted. Compliance with the standards of the community is required by owners and tenants alike to insure a quality-living environment for the Association.
- e. All homeowners are responsible for giving contact information (phone numbers and email addresses) on both you, the homeowner, and your renter to the Management Company. In case of an emergency (water leaks, etc.), if the Management Company is unable to reach you, the homeowner, or your renter, they will be allowed to enter your unit without your permission.
- f. If you are renting your unit you need to inform your renters of the Rules and Regulations for Arbor Court. It is your responsibility that your renter(s) abide by these documents. As the Owner, you will be responsible for the actions of your renter(s). Also you are the landlord and you need to deal directly with your renter(s). The Board of Directors and/or the Management Company does not manage your unit

and therefore will not be able to speak to your renter(s). All renter(s) will be referred back to the homeowner/landlords.

- g. We would also ask that when renting your unit to do a background/credit check on perspective renters. Having good renters/tenants only adds to the value of the units in our community.

Vehicle Restrictions

- a. No vehicle shall be parked, stored or kept on the Property except wholly within designated parking spaces. No vehicle shall be parked in such a manner as to impede ready access to any entrance to or exit from the property.
- b. No trailers, campers, RVs, motorhomes, commercial trucks (other than a standard sized pickup truck), inoperable automobile, boat or other vehicle deemed to be a nuisance by the Board shall be permitted to remain upon any area within the Property, other than temporarily for purposes of loading and unloading passengers and personal property. "Commercial vehicles" shall not include automobiles or standard size pickup truck which are used both for business and personal use, provided that any signs or marking of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Board.
- c. Motorcycles, mopeds or other similar vehicles shall not be operated within the property except for the purpose of direct transportation between a parking space and a point outside the property.
- d. No noisy or smoky vehicles shall be operated on the property. No makeover repairs or restoration of any motorized vehicle shall be conducted upon any portions of the property or in garage units. No washing, repairing or lubricating including oil changes of vehicles shall occur upon any portion of the property or in garage units.
- e. Parking spaces shall be used for parking purposes only.
- f. Units are allotted one reserved parking space. Any additional vehicles must be parked in visitor parking areas.
- g. Parking of inoperable vehicles (flat tires, expired tags, broken windows, etc.) on the property shall be prohibited.

VIOLATIONS OF PARKING REGULATIONS MAY RESULT IN FINES BEING LEVIED AND THE VEHICLE(S) BEING TOWED AT THE VEHICLE OWNER'S EXPENSE.

Signs

No signs (including "For Sale" or "For Rent") of any kind shall be displayed to the public view on or from within any unit, property entrances or common areas without prior written approval from the Board of Directors.

Common Areas and Walkways

- a. Any sidewalk, entrance, stairwell or passageway which is a common area shall not be obstructed or used for any other purposes than to ingress to and egress from the units.
- b. No playing or loitering will be allowed in or on walkways, landings or stairways.
- c. No personal items shall be placed or stored in or on any common area.

Animals and Pets

- a. A household pet shall mean a dog not exceeding forty five (45) pounds in weight at maturity, a household cat, small bird or aquarium fish.
- b. No more than two (2) pets allowed per unit.
- c. No animal may be kept, bred or maintained for any commercial purposes. No savage or dangerous animal shall be kept.
- d. Animals must be kept within the confines of the respective unit. No animal is permitted outside of a unit (including patio's and balconies) unless on a leash and must be accompanied by owner. No animals are allowed in or about the pool area.
- e. No animal may be kept on any part of the property, which either results in annoyance to or is obnoxious to other residents in the community as determined by the Board. Consideration of the other residents is a prime factor in the keeping, exercising and curbing of household pets.
- f. Each owner shall assume full responsibility for personal injuries or property damage(s) caused by his animal(s), or the animal(s) of his guests or renters. Each owner indemnifies the Association and holds it harmless against any loss, claim or liability of any kind or character whatsoever arising from or growing out of the privilege of having an animal in or upon any area of the property. All responsibility for animals of renters and visitors shall rest with the owner of the unit being leased or visited.
- g. If an animal becomes obnoxious or a nuisance to other occupants, the owner or person having control of the animal shall be given notice to correct the problem.
- h. All animal owners are to pick up after their pets and dispose of properly.

VIOLETIONS OF PET RESTRICTIONS MAY RESULT IN FINES BEING LEVIED OR THE IMMEDIATE REQUEST FOR THE REMOVAL OF THE ANIMAL FROM THE PROPERTY.

Right to Lease

The respective units shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as any period less than thirty (30) days, nor shall less than an entire unit be rented or leased. Subject to the following restrictions, the owners of the respective units shall have the absolute right to lease the units provided:

- a. Any lease must be in writing. The Board may suggest or require a standard form lease for use by unit owners. The Board requires that a copy of an executed lease be promptly delivered to the Management Company.
- b. Any lease must be made subject to the liens for common areas, easements, the Declaration, Bylaws and Rules and Regulations adopted by the Board.
- c. Every lease shall be in writing. Every lease shall provide that the lessee shall be bound by and subject to all of the obligations under the Declaration and By-Laws, of the Unit Owner making such lease and failure to do so shall be a default thereunder. The Unit Owner making such lease shall not be relieved thereby from any of said obligations.
- d. Any lease must provide that the renter's failure to comply with the Association's rules and regulations constitutes a default under the lease.

Garbage and Refuse Disposal

- a. No rubbish, trash, garbage or other waste disposal shall be kept in any unit or the common areas. No odor shall be permitted to arise there from so as to render any portion of the property unsanitary, offensive or detrimental to any occupants. No trash is to be left on the patios, balconies, staircases or front door landings.
- b. When placing trash in the dumpster, pick up any material or trash that may have fallen out.
- c. No trash items shall be disposed of in the common areas.
- d. No cigarette butts are to be thrown or flicked into the common areas. Each homeowner is responsible for disposing their cigarette butts properly.

Nuisances

- a. Residents shall not make or permit any disturbing noises or do or permit anything to be done which interferes with the rights, comforts or conveniences of other residents. No loud noise or noxious odors shall be permitted on the property. The Board shall have the right to determine a nuisance.

- b. No exterior speakers, horns, whistles, bells or other sound devices, noisy vehicles, power tools and equipment, or other items which may unreasonably interfere with television or radio reception in any unit shall be used on any portion of the property.
- c. No BBQ grills on porches, patios or balconies per the City of Dallas.
- d. Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing or objectionable noises and in using or playing or permitting to be used or played, musical instruments, radios, stereos, home theater systems, televisions, amplifiers any other instruments or devices in such a manner as may disturb or tend to disturb occupants of other units. As a courtesy occupants are asked to refrain from operating dishwashers, disposal, laundry equipment and vacuum cleaners between the hours of 10:00pm and 7:00am, if the operation of such equipment disturbs the occupants of any adjoining unit.

Radio, Television, Satellite Dishes and all other Antennas

- a. No attachments, protrusions, antennas and/or satellite dishes may be attached to the roof.
- b. No attachments, protrusions, antennas and/or satellite dishes may be attached to or hung from the exterior of any unit without prior written approval of the Board of Directors. You must submit your request in writing to the Management Company. Board approval must be granted prior to installation.

VIOLATION OF RADIO, TELEVISION, SATELLITE DISHES AND ALL OTHER ANTENNAS MAY RESULT IN A FINE BEING LEVIED AND THE REMOVAL OF IT FROM THE PROPERTY BACKCHARGED TO THE HOMEOWNER

Patios, Balconies, Front Door Landings and Breezeways.

- a. Patios and balconies are not to be used for storage purposes. All areas outside the unit must be kept in a clean and neat manner.
- b. No BBQ grills shall be used or stored on patio, balconies or stairway landing.
- c. No additions or alterations to anything outside a unit.
- d. No clothing, rugs or household fabrics shall be hung, dried or aired in such a way as to be visible from other units or to the public.
- e. No mops, brooms or cleaning utensils allowed to be stored on patios, balconies, front door landings or breezeways.

Property Appearance

- a. The harmonious appearance of the property depends on the tasteful treatment of all windows and glass doors visible to the public or other units. Window treatments must be kept in good repair.
- b. Placements of objects (decorative or functional in the windows is to be done in a manner that does not detract from the property's overall appearance. In all instances, the Board is the arbitrator of tasteful window treatments.
- c. No large decorative ornaments or wall hangings are to be hung on the exterior of unit.

Maintenance Responsibility & Liability

- a. Each occupant shall use care to avoid wasting utilities paid for as a common expense, including but not limited to waste of water.
- b. All commodes shall not be used for any purpose other than which they are constructed, No wipes or paper towels are to be flushed.
- c. Garbage disposals are to be used with the intention that they were made. Refer to owner's manual as to foods to avoid being put down the disposal. Any and all backups, blockages and plumbing service calls will be back charged to the homeowner for their negligence.
- d. Any blockage or plumbing service calls will be paid by the owner by his or his renters or invitees causing it. Every owner will be responsible for all damages to units caused by blockage or overflow from drains or plumbing due to neglect of persons using the plumbing in the units.
- e. In the instance of a water leak originating in one unit and causing damage to another unit, it is the responsibility of the two owners to handle – not the Association. In this case, it is the responsibility of the originating unit owner to pay damages to both units.
- f. If there is a loss that may be related to association responsibility, it must be reported in writing to the association within thirty (30) days from the date of the incident. The written notification must be submitted along with three (3) written estimates for the repair of damages.

Swimming Pool

- a. NO LIFEGUARD – SWIM AT YOUR OWN RISK
- b. The swimming pool is for the exclusive use of Occupants and their guests and must be accompanied by such Occupant.
- c. All persons under eighteen (18) years of age must be accompanied by an adult.
- d. Gates to the pool area must be closed at all times.

- e. Proper swimwear only at pool, NO CUTOFFS.
- f. No diving, running or boisterous play allowed.
- g. No pets in pool area.
- h. No glass containers or food allowed in the pool area.
- i. The Association and Management are relieved of all liability for accidents or injury.
- j. Please clean up before you leave the pool area.
- k. All posted pool rules must be followed.
- l. The Board and/or Management Company has the authority to close the pool at any time.
- m. SEE POSTED POOL RULES IN THE POOL AREA.

Warnings/Fines/Appeals System

- a. Failure to comply with any of the terms of the Arbor Court Owner's Association Declaration, Bylaws, or Rules and Regulation shall constitute an event of Default and shall be grounds for immediate relief, consistent with those terms specifically provided in the By-Laws, Rules and Regulations and the Texas Uniform Condominium Act and without waiver of other remedies available therein or at all, as generally follows herein.

First Offense: Friendly reminder of violation
Second Offense: Written notice of violation with a \$75.00 fine being assessed against the unit.

Third Offense and all successive offences: Written notice of violation with a \$150.00 fine being assessed against the unit. Legal action may be sought.

Time frames set for correction of regulation – one week to thirty (30) days depending upon the violation.

- b. In addition to the Rules and Regulations all homeowners or residents are subject to all federal state and local laws and city ordinances.
- c. The Board of Directors or their assigned agent will have the authority to issue any such warning(s) or fine(s) per the Declaration and Bylaws.
- d. Any resident may address the Board in an appeal to any violation of fines assessed by the Board or their assigned agent by serving proper written notice.
- e. The homeowner will be invited to the next scheduled Board meeting to address the Board on this matter.

The foregoing regulation are subject to amendment and to promulgation of further regulations. Permission for variance from these regulations must be obtained in writing from the Board of Directors.

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Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
02/03/2015 03:44:25 PM
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