

**RULES, REGULATIONS AND POLICIES FOR OWNERS ASSOCIATION OF WINGATE**

**CONDOMINIUMS, INC.**

**November 2013**

*These Rules, Regulations, and Policies (the "Rules") are in addition to the provisions of the Declaration herein so called, By-Laws and other documents of Wingate Condominiums. The Board of Directors, (the "Board") of the Owners Association of Wingate Condominiums, Inc. (the "Association") has been vested with the authority to create, enforce, amend, and repeal these Rules. Any infraction of the Rules may incur a fine.*

**CITY AND COUNTY ORDINANCES.** *Owners and their families, tenants, guests, invitee, contractors and agents shall comply with all ordinances of the City of Dallas, and County of Dallas as well as these Rules.*

**1. Communications.** *Please direct any repair requests, complaints or rule violations to*

*Garrett Realty Advisors at 972-926 8257 or*

*www.garrettrealtyadvisors.com (click on maintenance request)*

**ENFORCEMENT.** *The Rules will be strictly enforced. If the Rules are violated by any occupant or guest of the Owner's unit the owner will be responsible for corrective action, damages and fines.*

*(Note to new owners: The following Rules are partly adopted by action of the Board of Directors. All obligations set forth in the Declarations apply-even if not set forth below. Except for provisions of these Rules that come from the Declarations, the Rules may be changed or added to by the Board.)*

**Rules applicable to**

**All owners, Occupants and Guests**

**1. Security, safety and lighting.** *Neither the Association nor the Management Company provides or warrants security. Each occupant is responsible for his/her own security and that of this family and guests. Each home must have: (1) keyless deadbolt on all exterior doors; (2) keyed deadbolts on at least one entry door; (3) pin locks on all sliding glass doors; (4) door viewers on all exterior doors; and (5) a window latch on each window. Consult management regarding your statutory security device obligations as a landlord if you ever rent your dwelling. These locks provide added protection of all the occupants while inside the dwelling.*

*Occupants are requested to report immediately common area lighting problems or hazardous conditions immediately to the Association office. The Association cannot and does not check exterior lighting on a daily basis. The Association must rely on owners and residents to notify the Property Manager of the Association when lights are burned out or insufficient in some manner, clever criminals can defeat almost any kind of crime deterrent. Occupants must assume that electronic or mechanical devices may malfunction from time to time.*

**2. Storage or 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 hanging baskets or posts; one enclosed trash receptacle with lid; and one barbeque grill. Nothing may be hung on the railings. Items stored on the patios must not appear to be in disrepair.*

**3. Storage of property in common areas.** No property may be stored temporarily or permanently on sidewalks, balcony walkways, stair landings, parking lots or other common areas. Garage sales and estate sales are not allowed. Management company employees and service personnel, Board members and persons designated by them may remove and throw away any property stored in violation of this rule.

**4. 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, installed properly, and comply with Rule 10 regarding color and materials.

**5. No clothes drying outside dwellings.** No clothes, towels or other items may be hung anywhere outside, including in windows, doors, on patios, patio 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 any Board Member or Management Representative.

**6. Entry areas and sidewalks.** Entry areas, walkways, steps and landings shall be kept clean and neat by the owners 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 ants, roaches, rodents and stray animals and compound the "clean-up" problem.

**7. Trash.** Trash, rubbish or debris shall not be left or deposited, even temporarily, on any common areas or patios.

**8. Pets.** Cats, dogs, or other animals, birds, or reptiles ("animals") shall be kept in a manner so as to not disturb other Owners/Residents and shall not be kept, bred or maintained for any commercial purposes. If an animal becomes obnoxious to other Owners/Residents, the Owner or the person having control of the animal shall be given written notice by the Board or Manager to correct the problem. If not corrected, the Owner, upon written notice, shall be required to remove the animal permanently from the Community.

a) Animals are not allowed in or near the swimming pool.

b) All animals must be leashed and held by a responsible person at all times when outside a Unit.

c) All animals must conform to any applicable animal control ordinances and laws.

d) Animals may not be confined to a balcony or patio when the owner is absent from the community, and balconies and patios may not be used as a latrine area for a pet. Animals may not be kept, kennel, or stored in any parking space.

e) Residents may keep a maximum of 2 pets (other than aquarium fish) per Unit. Permitted pets are limited to domesticated dogs (gentle in disposition), cats, caged birds, and aquarium fish. Other animals require prior approval by the Board. The 2 pets cannot have a combined weight over 80lbs.

f) Dangerous or exotic animals, trained attack dogs, or any other animal determined by the Board in its sole discretion to be a potential threat to the well-being of people or other animals are not allowed. The Board has deemed that the following breeds of dogs are dangerous animals and are therefore prohibited: Pit Bulls, Rottweillers and Dobermans.

g) Pets must be kept in a manner that does not disturb another resident's rest or peaceful enjoyment of their Unit or the General Common Elements. No pet may be permitted to bark, howl, whine, yap, screech or make other loud noises for extended or repeated periods of time, which shall be determined at the sole discretion of

*the Board.*

- h) Owners are responsible for any damage or injury such Owner's pet may cause and must compensate any person injured or otherwise damage by such Owner's pet. An Owner who keep a pet at the community agrees to indemnify and agrees to hold harmless the Board, the Association, and other Owners and residents/tenants, from any loss, claim or liability of any kind resulting from any action of the Owner's pet or arising by keeping the animal at the community.*
- i) Animals must only use designated areas, if any, to relieve themselves. Owners shall remove and are responsible for the removal of their pet's waste from the community. The Board may levy a fine against a Unit each time feces or urine is discovered on the General common Elements and attributed to an animal in the custody of a resident in the Unit.*
- j) Residents with a handicap that prevents them from complying with these rules may receive a variance from the Board.*

*9. Liability for animals. The owner and the animal 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 member of his family, his tenants or his guests- with or without permission from the Board. Owners agree for themselves, for their respective families guest tenants and invitee that neither the Board members nor the Association shall have any liability for any injury or damage caused by an animal brought or kept upon the property, with or without the permission of the Board, by any owner or members of his family, his tenants or his guests.*

*10. Window Coverings. Only white, ivory or tan shades, blinds or drapes will cover exterior windows. No foil or other material objects in the reasonable judgment of the Board shall be placed in or next to any window or sliding glass door. Burglar bars may not be installed except with prior permission of the Board.*

*11. Signs. "For Sale" or "For Rent" signs and all other signs are prohibited and may not be exhibited anywhere on the property, including from the interior of the unit.*

*12. Noise. Unit owners and occupants shall refrain from playing radios, televisions, stereos and other electrical or mechanical devices so loud that they may be heard outside their unit or by occupants in adjoining units. Yelling or loud talking outside is prohibited.*

*13. Swimming Rules. The Pool can only be used by the owners and their families, tenants, and guests. The following Rules apply to everyone in the pool area.*

*\*No lifeguard is on duty. Persons swim at their own risk.*

*\*No child under 13 may use the pool for swimming unless accompanied by a person over 18 who can swim.*

*\*No glass containers are permitted in the pool area.*

*\*No food may be served or eaten in the pool area at any time.*

*\*No animals are permitted in the pool area.*

***\*No radios, TV's, stereos or battery operated devices may be played in the pool area at a loud volume disturbing others.***

***\*No walkways around the pool may be obstructed by anyone.***

***\*No swimming is allowed before 7:00 a.m. or after 10 p.m.***

***\*No person who is ill or intoxicated may use the pool.***

***\*No guest is allowed unless accompanied by the resident of a unit.***

***\*No more than 2 guests the owner of a unit may use the pool at any one time.***

***\*Safety equipment may be used only in case of emergency.***

***\*Residents and guests must be especially careful to supervise and watch their children at the pool.***

***\*Pool yard gates may not be propped open or otherwise rendered inoperable, even temporarily.***

***Owners are responsible for paying clean-up expenses, repair costs and damages caused by owners and their families, tenants and guests. The Association is not responsible for lost or stolen articles. Persons using the pool should feel free to ask others to cease violation of these Rules. Residents are requested to notify the Association's Management Company of significant rule violations.***

***14. Mailboxes. The Board 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 unit increases the risk of crime for occupants of the unit. All names should be installed in the back of the mailbox. Owners are responsible for re-keying or replacing mailbox locks (Available at Home Depot or Lowe's).***

***15. Nuisances. 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 Board 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 any insurance policy to be cancelled, suspended or materially modified by the issuing company, without the prior written consent of the Board. Team sports such as soccer, kickball, dodge ball, etc., are not permitted anywhere in the common areas. 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 courtyard areas is prohibited. Climbing trees is prohibited. Climbing on buildings or roofs for recreational purposes is prohibited.***

***16. Children. Each owner is responsible for the conduct of children who are tenants or guests in his unit. Children under the age of 9 years may not be left in a unit without a person over the age of 12 who is present and responsible for the child.***

***17. Antennas and Satellite Dishes. No exposed exterior television or radio antennas or satellite dishes may be installed anywhere on the property without prior approval of the Board.***

***18. Water Leaks. An owner shall be strictly liable, regardless of fault, for any damage s anywhere caused by water***

*leaks from the owner's dishwashers, hot water heaters, bathtubs, showers, commodes, sinks, washing machines, aquariums, waterbeds and water furniture, and/or any modifications made to any limited common area or common area.*

*19. Vehicle repair. Vehicles must be serviced, including exterior washing, or repaired off the property. Vehicles which have expired license plates, expired inspection stickers or flat tires or which are inoperable due to missing parts are prohibited. The vehicle must be removed from the property at the vehicle owner or operator's expense. Such vehicles must be removed from the property immediately upon notice from any Board member or management representative.*

*19A. Amendment. Vehicles parked anywhere on the common areas and limited common area carports must be free of oil and/or other fluid leaks that stain or damage the concrete. If such stain occur, they are strictly the responsibility of the owner to clean. If it becomes necessary for the Association to clean the area the cost will be charged to the owners account at the rate of \$25.00 service charge plus \$25.00 per hour for each additional hour. The charge will be added to the owner's account, subject to the collection Rules established in the Declaration or by these Rules.*

## **20. Parking**

- a) Parking of vehicles, motorcycles and bicycles in grass areas, dirt areas, flowerbeds or sidewalks is prohibited. Owners and occupants shall park their vehicles in their respective carport(s) or assigned parking space whenever possible.*
- b) No vehicles may be parked or left unattended in such a manner as to block the passage of other vehicles on the streets or in driveways to dwellings. No vehicles shall be left parked unattended in the streets or driveways to dwellings. No vehicle shall be left parked and unattended in the street, along the curb or in driveway areas in such a manner as to prevent the access of emergency vehicles (i.e., fire, EMS) or service vehicles (i.e., refuse, trucks). No inoperable vehicle may be stored on the property. Vehicles which block fire lane(s), are subject to tow without notice.*
- c) Owners and occupants may not park more than 2 vehicles per unit, on a permanent or regular basis. No boats may be parked on the property at any time without prior Board approval.*
- d) Motorcycles and bicycles may not be parked on balcony walkways, underneath, stairwells or on patios. Bicycles must be stored inside the unit. Exterior parking may not be assigned except to accommodate disabled persons.*
- e) If someone is physically disabled, the Board will accommodate special requests for handicap parking in common areas. Handicap parking sign must be honored.*

*21. Anti-theft alarms. Owners and occupants who have vehicles with anti-theft systems shall not allow alarms or horns to go off and disturb other persons in the property for more than 3 minutes. Any vehicle violating the three-minute rule shall be deemed parked illegally and subject to immediate towing by the Association under the Texas statutes, without prior notice to the vehicle owner or operator. The Association may, without liability to the owner or operator of the vehicle. cut or disconnect any power source to such alarm or horn to avoid having to tow the vehicle.*

*22. 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 6701g-2). A unit owner is liable for all costs of towing illegally parked vehicles of*

*the unit owner, his family, guests or tenants.*

*23. Pest control. Owners shall have the sole responsibility for scheduling pest control and providing access to the unit.*

*24. Criminal Activity. While on property, no person may violate any criminal laws, health codes or other applicable laws. No tampering with water, lighting, entry & exit gates, timers, sprinklers, pool equipment or other common facilities is allowed.*

*25. Utilities and Leaks. Each owner shall be responsible for promptly fixing leaks in all plumbing lines, plumbing fixtures, lavatories, sinks, tubs shower stalls, hot water heaters inside his/her unit. A unit owner will be responsible for paying for damages and repairs necessitated by water leaks from his/her unit to an adjacent unit. If the Association deems it necessary to repair any of these items inside an owner's unit, the owner shall reimburse the Association for the cost of repair, plus 33% for administration overhead.*

*26. Occupancy. Occupancy of a unit will be limited to two persons per bedroom or loft. One child less than 6 months old is not counted for purposes of this occupancy limit.*

*27. Eviction of tenants. Under the Declaration, the Association has the right to request the owner to evict an owner's tenants who substantially or repeatedly violates the Association's Rules. The evictees belongings, furniture, etc, are to be placed, outside of the gate, (south side).*

*28. Common area modification. No owner may construct, alter, modify, landscape, trim or otherwise perform any work whatever upon any of the common facilities, limited or general, without prior written approval of the plans by the Board. No exterior awning, shades, railings, or additional lighting may be installed without Board approval.*

*29. Common area repairs. If any common facility (for example, entry gate, common wastewater disposal system, etc.) is in need of repair or maintenance, you are requested to contact the Association's management company immediately and leave a message in writing about what needs to be fixed. This is especially important if exterior closing and latching devices on the pool gates are malfunctioning.*

*30 Smoke detectors. Each owner of each unit is required to have and maintain battery or A/C electric smoke detector(s) in his unit in accordance with state law or city ordinance. The occupants must keep the smoke detector in working condition at all times, and have working batteries in place.*

#### *Rules Applicable Primarily to Owners*

*31. Lease Forms. The Board may recommend lease forms for use by owners. Leasing of units is allowed only if (1) all leases are in writing and are subject to the provisions of the Declaration and Association Rules; (2) a copy of then-current Association Rules are provided to an owner's tenant by the owner at the beginning of the lease term; and (3) the unit is not leased for hotel or transient purposes or for less than six months. Owners are responsible for the actions of their families, tenants, guests, invitee, and contractors.*

*32. Leasing of units by Management Company. The Association's management company may, with authority and compensation from the owner, lease, manage and/or sell an owner's unit. In doing so, the management company is not paid by the Association to lease, manage or sell individual units for the owners.*

*33. Fines and damage charges.*

- a) The Board may assess fines against an owner for violations of restrictions or standards of conduct contained in the Declaration the Rules which have been committed by an owner, an occupant of the owners unit, or the*

*owner of occupants family, guests, employees, contractors, tenants, agents or invitees. Each day of violation may be considered a separate violation if the violation continues after written notice to the owner.*

- b) The Board may assess damage charges against an owner for pecuniary loss to the Association from property damage or destruction of common areas or common facilities by the owner or owners' family, guest, agents, occupants or tenant.*
- c) The Association' property manager shall have authority to send notices to alleged violators and unit owners informing them of their violations and asking them to comply with the Rules and/or informing them of potential or probable fines or damage assessments. The Board may from time to time adopt a schedule of fines.*
- d) The procedure for assessment of fines shall follow the most recent State Statute for Homeowner Association fining individual owners. It must also provide for an appeal process. (PLEASE SEE SCHEDULE OF FINES)*

*34. Late Charges. The charge for each late payment of assessments to the Association will result in a \$5.00 per day charge for all payments received after the 15th day of the month in which the payment is due. The purpose of the late charge is to cover the administrative costs, hassle and overhead of collection (excluding attorney's fees).*

*35. Returned Checks. The charge for a returned check is \$25.00 plus bank charges incurred by the Association.*

*36. Emergency access to units. The Association shall have the right to enter an owner's unit for purposes of: (1) inspection for utility leaks and frozen pipes or fire; (2) prevention of water pipes freezing (by turning on heat or dripping faucets); and (3) protection of property rights and quiet enjoyment of other owners. The Association may request but not require owners to furnish the Association with entry keys to their units for such purposes. If the unit is unoccupied at the time such entry is needed for such purposes, only a locksmith may be used for gaining entry, except in case of extreme emergency such as a fire. The Association at the owner's expense will repair all emergency utility leaks with no prior notice. With prior notice delivered to the unit, the Association at the owner's expense may repair utility leaks for which the owner is responsible under the Declarations, Bylaws or Rules if the owner fails to promptly repair them.*

*37. Delinquencies. The right to vote and the right to use common facilities such as the swimming pool, etc. by any owner and tenants is automatically suspended without notice if the unit is more than 30 days delinquent on any sum owed to the Association.*

*38. Fees for special services. Fees chargeable to owners for special services such as providing resale certificates, eligibility certificates, copies of declaration, copy(s) of the information sent to mortgages companies, copies of accounting records, etc. shall be charged by the managing agent.*

*39. Change of address. Owners shall keep the Association timely informed of their current addresses and telephone numbers.*

*40. Names and addresses of tenants. Owners shall notify the Association of current names, addresses and telephone numbers of tenants of their respective units. Owner responsibility is to notify the Association of any change in mailing address.*

***Please take notice that Texas Property Code Section 82.102 (12) imposes interest and late charges for late payments of assessments, returned check charges, and if an opportunity to be heard is given, reasonable fines for violations of the Declaration, By-Laws and Rules of the Association:***

***Please take notice that pursuant to the Uniform Condominium Act, the provision of this Declaration shall be in addition to, and supplement the Uniform Condominium and all other provisions of law***

***Please take notice that the Uniform Condominium Act gives the Association the right to publish Rules and regulations governing use of the Common Area and the improvements and facilities located thereon and to establish and enforce penalties for infractions thereof.***

CERTIFICATE OF BOARD PRESIDENT

I hereby certify that Richard White, as a member of the Board of Directors and the President of the Owners Association of Wingate Condominiums Inc., these Rules, Regulations, and Policies of Owners Association of Wingate Condominiums Inc., was approved on the 1<sup>st</sup> day of November, 2013.

IN WITNESS WHEREOF, I have hereunto subscribed my name this the 1<sup>st</sup> day of November, 2013,

[Signature]

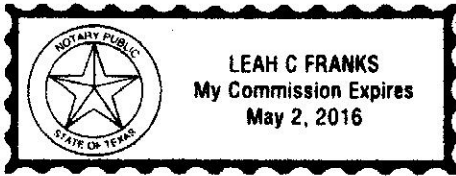
Print Name: Richard White

STATE OF TEXAS            H  
  H

COUNTY OF DALLAS   H

BEFORE ME, on this day personally appeared Richard White, the President of the Owners Association of Wingate Condominiums Inc, and a Member of its Board of Directors, known to me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purpose herein expressed and in the capacity herein states, and as the act and deed of said corporations.

Given under my hand and seal of office, this 1<sup>st</sup> day of November, 2013.



[Signature]  
Notary Public      State of Texas