



PRESTONWOOD COUNTRY CLUB CONDOMINIUM ASSOCIATION, INC.

RULES

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Living in the close confines of a condominium necessarily causes more than normal interaction between residents. As such, the Rules of the Prestonwood Condominium Association, Inc. ("Rules") have been adopted by the Board of Managers ("Board") of the Prestonwood Country Club Condominium Association, Inc., a Texas nonprofit corporation and condominium association (the "Association") in accordance with the provisions of the Amended and Restated Bylaws of the Association, as same may be amended or restated from time to time (the "Bylaws"), the Declaration (as defined below) and Texas Property Code Chapter 81 and applicable portions of Chapter 82 (collectively, the "Act"), and replace in their entirety any previously adopted rules or regulations addressing the subjects contained herein.

These Rules apply to the Units and common elements of the Condominium Project governed by the Condominium Declaration for Prestonwood Country Club Condominiums (A Condominium), as same has been and may be amended, restated, supplemented or otherwise modified from time to time (the "Declaration"), recorded in the Condominium Records of Dallas County, Texas under Volume 77112, Page 006. By owning or occupying a Unit in the Condominium Project, each Owner and resident agrees to abide by these Rules, as well as the obligations of Owners and residents provided in the Declaration, the Bylaws and the Act. These Rules are in addition to the restrictions found in the Declaration. Words and phrases defined in the Declaration shall have the same meaning when used in these Rules, unless otherwise noted herein. In the event of a conflict between the governing documents, the hierarchy of authority shall be as follows: the Certificate of Incorporation (highest), the Declaration, the Bylaws, these Rules, and community policies promulgated by the Board (lowest). VIOLATIONS of these Rules whether by Owners, residents, guests or vendors hired by any of these may result in FINES to the OWNER as specified herein below.

- 1. FACILITIES RESPONSIBILITY SUMMARY** – An overview of the responsibilities of Owners and the Association is provided in **Exhibit "A"**, attached hereto and incorporated by reference herein.
- 2. CONDUCT/NOISE** – **Owners and/or residents are encouraged to respect the rights and privileges of other residents.**

Loud, disturbing, or objectionable noises or commotion (examples include musical instruments, radios, stereos, televisions, loud or abusive language, noises from an animal for longer than 15 minutes, motor vehicles, etc.) that are disturbing to a reasonable person are prohibited. [Dallas City Code, Section 30, Noise] Noise disturbances are to be reported at the time of occurrence to the police via 911. In addition, disturbances should be reported to the Office via www.pwccca.org. The Board shall review reports, conduct hearings and shall have absolute discretion to determine whether such conduct is disturbing and therefore, whether to implement enforcement measures per section 11.

Any Resident who observes criminal actions, suspicious behavior or feels threatened by someone on the property must immediately call 911. These issues are police matters which require professional intervention/resolution.

- 3. PETS** - The following rules are to be as restrictive as possible while not violating the Fair Housing Act (State and Federal), the Americans with Disability Act, or any similar laws which may be amended from time to time. Any Owner/resident who keeps a pet on the condominium property shall be deemed to have indemnified and agreed to hold harmless the Board, the Association and other Owners and residents from any loss, claim or liability of any kind or character whatever resulting from any action of his or her pet or arising by reason of keeping or maintaining such pet. The following conditions and restrictions apply to all pet owners:

- A. PERMITTED PETS: Owners/residents may keep a maximum of two (2) house pets INSIDE the unit:**
 - 1. Domesticated dogs and cats.
 - 2. Caged birds.
 - 3. Aquarium fish.
 - 4. Animals that serve as physical/mental/emotional aid to handicapped persons.
- B. PROHIBITED:**
 - 1. Dangerous, exotic or any other animal deemed to be a potential threat to the wellbeing of people or other animals. [Dallas City Code SEC. 7-5]
 - 2. Breeding or raising animals for commercial purposes.
 - 3. Noises from an animal for longer than 15 minutes. [Dallas City Code Sec. 7-4.8]
 - 4. Any pets within the swimming pool enclosure.
 - 5. Unleashed or unattended pets outside of a Unit.
- C. REQUIREMENTS:**
 - 1. PICK UP YOUR PET’S POOP. [Dallas City Code SEC. 7-4.8]
 - 2. Pets must be LEASHED and ACCOMPANIED BY THE OWNER when outside of a Unit.
 - 3. PET DAMAGE: Each Owner is responsible for any property damage, injury or disturbance caused by a pet residing in their unit.
 - 4. Call 311 to report pet related code violations. Animal Control will investigate and respond via email.

4. GENERAL COMMON ELEMENTS are those shared by ALL of the Residents.

- A. SWIMMING POOL**
 - 1. Hours: 8 a.m. to 11 p.m. daily.
 - 2. No life guard - Swim at your own risk.
 - 3. Non-swimmers and children under 13 must be accompanied by an adult swimmer.
 - 4. Pool is for the exclusive use of residents and their guests.
 - 5. Residents must accompany any guests.
 - 6. **Prohibited:**
 - a. Glass containers
 - b. Pets
 - c. Cooking within Pool Area
 - d. Loud music or other noise that is disturbing (The Board shall have absolute discretion to determine whether such noise is disturbing.)
 - e. Pressurized water toys,
 - f. Inflatable rafts, boats, etc. that exceed 30”x72”
- B. CLUB ROOM** - Owners may reserve the Club Room to use for parties. Submit application to the Office with a deposit of \$100.00 which will be refunded the week following the party provided that the area is left clean and free of damage and that there are no complaints of loud noise or other disturbance made by any residents. Any damages or cleaning charges exceeding the deposit will be billed to the Owner. The Swimming Pool will not be reserved for exclusive use at any time.
- C. LAUNDRY ROOM** - The laundry facilities are card operated; cards may be purchased and reloaded at the Office. The Association is not responsible for replacing damaged, lost or stolen cards.
 - 1. Remove laundry promptly from washers/dryers after machines have completed the cycle.
 - 2. Clean lint/debris from washers/dryers before and after each cycle.
 - 3. Unattended laundry may be removed from equipment if all others are in use and the owner has not returned within 15 minutes of the cycle’s completion. Items removed are to be carefully placed on the folding tables.
 - 4. If equipment is not working properly, place a “TEMPORARILY OUT OF ORDER” sticker on the machine and notify the Office.

D. PARKING/VEHICLES/TRAFFIC - Current registration/inspection stickers are required.

1. **PARKING – Resident Parking Permits** are issued by the office to all residents and must be hung from their vehicles’ rear view mirror so that the number is visible.

Special Parking Permits must be displayed as above in vehicles parked in the West Lot and in Long-term Visitors’ vehicles. Residents must request Special Parking Permits from the Office.

- a. **Space Designations**

- (1) **Owners/residents** have assigned spaces which are identified with the **Unit Number**. Parking is also allowed in the spaces marked “**Condo**” or “**Private**”, but not “**Visitor**”.
- (2) **Short-term Visitors and vendors** may park in “**Visitor**”, “**Condo**” or “**Private**” spaces and are limited to 24 consecutive hours and/or 5 visits per month.
- (3) **Long-term Visitors, those staying five (5) consecutive days or longer**, may park in spaces with the **Unit Number** of the host or in spaces marked “**Condo**” or “**Private**” but not “**Visitor**”.

- b. **Obstructions Prohibited** - All vehicles must be parked within the lines of designated parking spaces in order to allow access to and from all areas for pedestrians and for other vehicles.

2. **VEHICLES - Commercial & Oversized** - “**Oversized**” is any vehicle exceeding 20 feet in length, 6 feet in height, or 7 feet in width or that extends over the sidewalk or into the street.

- a. **Driven by Owners/residents/visitors** – Residents must request a Parking Permit from the office to be hung from the rear view mirror and visible from the outside when parked in the West Lot. This applies to all trailers, boats, large van and trucks, campers, mobile homes, or other recreational vehicles which shall not be parked in the residential areas.

- b. **Driven by vendors** - are permitted to park in the residential area for limited periods while providing services to a condominium, and then only during daylight hours except in case of emergency.

3. **TRAFFIC** - All vehicles shall be driven at reasonable speeds, not to exceed:

- a. **Country Club Drive:** Thirty (30) Miles per Hour
- b. **All Other Streets:** Fifteen (15) Miles per Hour

4. **PROHIBITED:**

- a. Inoperative vehicles
- b. Storing vehicles for fourteen (14) days or more without prior notice to the Office
- c. Vehicles leaking fluids
- d. Repairing or servicing a vehicle while on Association property.
- e. Washing of vehicles
- f. Charging electric vehicles with extension cords across sidewalks

E. SIGNS

1. **OPEN HOUSE** - Signs for the purpose of selling or leasing units may be used during an “Open House”, provided that the seller or agent is physically present at the unit.

2. **OTHER SIGNS** of any kind are PROHIBITED, unless the sign is a political sign displayed in accordance with Section 202.009 of the Texas Property Code.

5. LIMITED COMMON ELEMENTS are areas shared by one or more, but fewer than all of the residents.

These include corridors, stairways, balconies, patios and alleys.

- A. ACCESS RESTRICTIONS** – These areas are for the SOLE use of residents of the adjacent Units and Association personnel/vendors while providing maintenance or repairs.

- B. STORAGE PROHIBITED** – Owners/residents are to keep these areas free of obstructions to allow unrestricted ingress and egress between the Units and the Common Elements.

6. CONDOMINIUM UNITS

A. OCCUPANCY - The number of persons allowed to permanently occupy units is limited*:

1. Three (3) bedroom units – Five (5) people
2. Two (2) bedroom units – Four (4) people
3. One (1) bedroom and efficiency units – Two (2) people

Permanent occupancy – residing for thirty (30) days during any consecutive six (6) month period.

*Notwithstanding higher levels mandated by a public agency for Fair Housing Act compliance.

B. ALTERATIONS BY OWNERS/RESIDENTS

1. **BOARD APPROVAL REQUIRED** Exterior or Interior Changes – Owner must submit written plans to the Office for Board review and receive written approval PRIOR to beginning any modifications or alterations to areas outside the Unit or to the electrical, plumbing, heating, ventilation, air conditioning (HVAC) or structural systems of the Unit including the change or addition of major appliances/equipment. The request will be reviewed at the following Board meeting. Unauthorized alterations may be removed and the original condition restored and expenses charged to the owner. [BYLAWS ARTICLE X SECTION 4]

2. CONSTRUCTION RULES

a. **Permitted Hours:** 8:00 a.m. to 7:00 p.m. Monday – Saturday and legal holidays. Work is prohibited on Sundays.

b. **Debris** - Any debris or mess created must be removed from common areas at the end of each day. All waste materials must be disposed of off premises.

c. **Utilities** - The Maintenance Staff MUST turn utilities off and back on. It is the Owner's responsibility to schedule utility turn-offs (water, electricity, gas) with the Association Office in advance. Turn-offs may be scheduled between 9:00 a.m. and 3:00 p.m. Monday – Friday except for holidays.

d. **Owner Contracted Labor:**

(1) **Rules** – Workers must comply with the Association Rules while on the property. No workers are allowed to work on the premises while under the influence of any drug or alcohol.

(2) **Insurance** – Workers must carry Worker's Compensation and General Liability insurance. Owners are responsible for all actions of their workers and must carry the appropriate insurance to cover any damage caused by their actions.

(3) **Licenses** – All plumbing and electrical work must be performed by licensed workers.

C. **FIREPLACES** - Fireplaces are the responsibility of the Owner. For the protection of residents and property, Owners must have fireplaces inspected, cleaned and repaired as needed by a PROFESSIONAL fireplace company every two (2) years and provide documentation to the Office.

D. **KEYS/ACCESS CODES** - In accordance with the Declaration, Paragraph 16, all Owners must provide keys/access codes to the Office.

E. **WASTE DISPOSAL** – Alley pick-up is each **Monday and Thursday except on holidays**. All acceptable waste **must be bagged** and placed in the alley the morning of, or, **no sooner than, the night before collection**.

1. **GARBAGE** - Place bags in the Association provided containers in the alley behind each unit.

2. **RECYCLE** - Items in designated recycle bags may be placed in the alleys next to garbage containers.

3. **EXCLUDED ITEMS** - Association waste disposal service does not include the following:

a. **BULKY ITEMS** such as mattresses, appliances, electronics, furniture and construction debris. The city of Dallas allows residents to dispose of these bulk items at the Northeast Transfer Station, 7677 Fair Oaks. Check DallasCityHall.com for accepted items and days/times of operation. Also, Waste Management offers pick-up of non-electronic construction debris via *Bagster Bags*; visit www.wm.com for details.

b. **HAZARDOUS MATERIALS** such as batteries, cell phones, computers, fluorescent lights, paint and chemicals can be taken to Dallas County Home Chemical Collection Center, 11234 Plano Road, for disposal. Call 214-553-1765 for days and times of operation.

7. PERSONAL PROPERTY

- A. FLAGS** – American Flags may be displayed in existing flagpole holders on Limited Common Elements or General Common Elements without prior written approval of the Board. Installation of new flagpole holders and/or display of flags other than the American Flag require written Board approval prior to installation and/or display.
- B. DISPLAY OF RELIGIOUS ITEMS-** Owners/residents are generally permitted to display or affix one or more religious items on the entry door or door frame of their Unit (which may not extend beyond the outer edge of the door frame), the display of which is motivated by the Owner's/resident's sincere religious belief.

The display or affixing of a religious item on the entry to the Owner's/resident's Unit is prohibited under the following circumstances:

1. The item threatens the public health or safety;
2. The item violates a law;
3. The item contains language, graphics or any display that is patently offensive to a passerby;
4. The item is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the Owner's or resident's Unit; and
5. The item, individually or in combination with other religious item(s) displayed or affixed on the entry door or door frame, has a total size of greater than 25 square inches.

The Association, pursuant to Section 202.018 of the Texas Property Code (or its successor statute), may remove an item displayed in violation of this rule.

This rule in no way authorizes an Owner or resident to use a material or color for an entry door or door frame of the Owner's or resident's Unit or make an alteration to the entry door or door frame that is not authorized by the governing documents.

- C. PLANTERS/YARD ART** - must be kept at a minimum, agreed to by ALL residents sharing the limited common entrance and not interfere with the maintenance of common areas.
- D. WINDOW TREATMENTS** - visible from the exterior of any unit shall be of a neutral, white or off-white color.
- E. SECURITY BARS** - The City of Dallas fire code prohibits these being affixed in any way that limits either access by firefighters or egress by residents. Owner is responsible for full compliance with all applicable city, fire or insurance codes.
- F. SATELLITE DISHES/ANTENNAE** Owner must submit a written request with the planned location of the dish or antennae and receive written approval prior to installation. Dishes/antennae must be located on back patios or balconies and may not be attached to the roof or building structure. Owner is required to remove the equipment upon sale/transfer of title. No satellite dishes shall be permitted which are larger than one (1) meter in diameter.

The Board, by promulgating this section, is not attempting to violate the Telecommunications Act of 1996 (the "1996 Act"), as same may be amended from time to time. This Section shall be interpreted to be as restrictive as possible while not violating the 1996 Act. Notwithstanding the foregoing, the Association shall have the right, without the obligation, to erect an aerial, satellite dish, or other apparatus (of any size) for a master antenna, cable, or other communication system for the benefit of all or any portion of the Condominium Project, should any master system or systems require such exterior apparatus.

G. PROHIBITED:

1. Hanging clothes, linens, etc. outside to dry.
2. Storing items outside the Unit.
3. Window-mounted air conditioning units.
4. Open flame cooking devices or candles/torches on balconies, patios or within 10' of any building.
[Dallas County Fire Code, Section 307.5]

8. SALE OF UNIT/CHANGE OF OWNERSHIP

- A. Prior to the transfer of title a Resale Certificate must be requested from the Office. (Title companies request the Certificate when a title policy is being issued at closing.)
- B. Within 10 days after closing the Office must receive:
 - 1. Copy of the new deed
 - 2. Completed Owner/Occupant Information Form
 - 3. Insurance documentation for Liability and Property Coverage for the condominium, adjacent Units and common property.
 - 4. Keys – New keys if locks are changed.

9. GARAGE/ESTATE SALES are prohibited.

10. LIABILITY - Owners are responsible for the repair of any damages resulting from the misuse, abuse, defect or failure of toilets, showers, bathtubs, sinks, plumbing fixtures, other plumbing issues (drain blockage, disposal repairs etc.), electrical outlets, ceiling fans, light fixtures, smoke detectors, appliances, windows, doors, and any other apparatus inside the condominium. Should an Owner fail to make repairs after receiving notice, and the Association makes the repairs, all costs incurred by the Association to repair damage shall be assessed to the Owner. [Bylaws, Article XI Section 1]

11. ENFORCEMENT

- A. **FINES:** Pursuant to the Amended and Restated Bylaws for the Association, recorded under Clerk's File Number 20080116736 in the Official Public Records of Dallas County, Texas, as same have been or may be amended from time to time ("Bylaws"), the fines that may be imposed for violations of these Rules, subject to any notice as may be required by law, are as follows:
 - 1. Ongoing conditions that are in violation - \$10.00 per day
 - 2. Violations that are events and may be repeated:
 - a. First offense following notice of violation - \$100.00
 - b. Second offense following notice of violation - not less than \$200.00
 - c. Third and each subsequent offense - not less than \$300.00

The paying of a fine shall in no way entitle the infraction of a rule to continue, and will not prevent further action by the Board to ensure that violations of Rules shall cease.

- B. **ACTIONS – In addition to Fines, the Board may take the following enforcement actions:**
 - 1. **Alterations** – Any unapproved alterations may, at the direction of the Board, be required to be removed and the original condition restored.
 - 2. **Keys**
 - a. All costs and damages resulting from necessary forced entry into any unit not having keys on file with the Office will be the responsibility of the Owner thereof. The Manager is authorized to remove and replace, at the Owner's expense, any lock to which a key has not been provided.
 - b. Work orders will not be performed by the Maintenance Staff if a key is not provided.
 - 3. **Fireplaces** - Failure to provide the Office with copies of fireplace cleaning and inspection reports every two (2) years for fireplaces may be subject to the Association contracting the cleaning/inspection and billing the Owner for the expense.
 - 4. **Pets**
 - a. Removal - Pet violations that continue beyond the time to cure in a Notice of Violation/Fine Assessment may require the animal to be removed from the property. Each pet owner agrees to permanently remove his or her violating animal from the condominium within ten (10) days after the mailing date of notice to remove.
 - b. City of Dallas - Animal Control may be contacted to intervene and enforce City Codes.
 - 5. **Liability** – Owner failure to make repairs may result in the Association completing the repairs and assessing the Owner for all costs incurred.

12. SEVERABILITY - In the event any portion or any term or provision of these Rules is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

The Board is authorized to take all legal action deemed necessary to enforce these Rules and any other governing document governing the Condominium Project. In accordance with Section 82.161 of Texas Property Code, the Owner in violation may be liable for the payment of all court costs, reasonable attorney's fees and other expenses of the Association in the enforcement.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the Secretary of Prestonwood Country Club Condominium Association, Inc., a Texas nonprofit corporation;

That the foregoing Rules constitute the Rules of said Association, as duly adopted at a meeting of the Board of Managers where a quorum was present held on the 18 day of June, 2016.

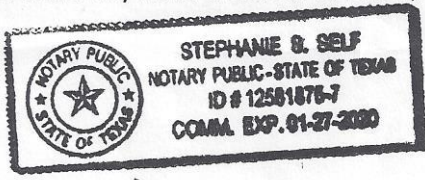
IN WITNESS WHEREOF, I have hereunto subscribed my name on this the 18th day of June, 2016.

Judith Anne Lyle
Secretary

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, on this day personally appeared Judith Anne Lyle the Secretary of Prestonwood Country Club Condominium Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed, in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 18th day of June, 2016.



Stephanie Self
Notary Public - State of Texas

PWCCCA FACILITIES RESPONSIBILITY SUMMARY

ITEM	OWNER	ASSOCIATION
All Areas on the Property	Damage in other Unit(s) & to Common Areas when cause originates in Owner's Unit. Damage due to misuse or negligence by Unit Owner/Occupant/Guest.	Damage to improvements caused by maintenance/repair to Common Elements or by emergency repairs in another Unit at the direction of the Association.
Common Areas		
Grounds – landscaped and paved areas		All
Swimming Pool		All
Community/Utility Building		All
Limited Common Areas		
Entry corridors - Doors, Windows, Stairs	Maintain-Keep Clean, Sanitary & Accessible	Repair
Patios, Balconies and Stairs	Maintain-Keep Clean, Sanitary & Accessible	Repair
Fences		Repair/Replace
Buildings - Exteriors		
Roofs		All
Exterior Walls		All
Foundations		All
Units - Interiors	Written approval required prior to any structural changes.	
Sheetrock Walls and Ceilings	All	
Flooring	All	
* Heating, Ventilation & Air Conditioning (HVAC)	Clean/replace ducts and vent covers. Turn system off during construction.	Replace filters. Repair/replace air handler. Maintain condensate lines and pan.
** Plumbing Fixtures, Faucets, Drains	All that service the Unit exclusively.	All that service multiple Units & Common
Electrical: Panel, Fixtures, Switches, Plugs	All	
Appliances	All	
Windows and Doors	All	
Burglar Bars	All - Must meet Fire and Insurance Codes.	
Fireplaces	All - Must be inspected/cleaned/repared every 2 years & copy of inspection provided to Office.	
Door bells	All	
*Pest Control		All
Utilities	Written approval required prior to any changes.	
** Plumbing Supply and Drain/Sewer Lines	All from point of entry to the Unit and/or services the Unit exclusively.	All to point of entry to a Unit and/or services multiple Units and Common Areas.
*** Plumbing Drain Blockage	Responsible for cost to clear blockage in lines servicing the unit.	Responsible for cost to clear blockage in common lines.
* Domestic Hot Water		All
Electrical: Panel, Fixtures, Switches, Plugs	From the point of entry to the Unit and wiring that services the Unit exclusively.	Wiring to the point of entry to a Unit & wiring that services multiple Units & Common Areas.
Gas	Lines from point of entry to the Unit and lines that service the unit exclusively.	To point of entry to a Unit and Lines that service multiple Units & Common Areas.
* Heating, Ventilation & Air Conditioning (HVAC)	See Units	Central Plant Equipment and Lines - All.
TV/Cable/Dish Equipment outside of unit	All devices must be approved in writing prior to installation. Devices may NOT be attached to the roof or building and must be on the back of the unit.	
* Report to Maintenance 972.233.5896.		
** Water service is turned off and on by Maintenance Staff Only.		
*** Maintenance will identify location of block and clear line. Cost will be billed to Owner or Assoc. as applicable.		