

**BIRCHBROOK II CONDOMINIUMS HOMEOWNER ASSOCIATION**  
**Rules and Regulations**

Approved by the Board of Directors on September 16, 2007

**Birchbrook II Condominiums HOA**

**All Birchbrook II residents should have a current copy of these documents in their personal files.**  
**Birchbrook II Owners, Resident Renters, Tenants, and Guests** - Birchbrook II Homeowner's Association has adopted the following rules to help maximize enjoyment, maintain values, and assure continued aesthetic beauty, safety, and comfort of our community. The rules apply to all Birchbrook II Condominium owners and their resident family members, resident renters, tenants, and guests. The rules are automatically a part of each lease (even if they are not attached to the lease agreement). Each owner is required to provide a copy of this document to leasing tenants and to ensure that they understand and abide by the Birchbrook II HOA Rules and Regulations. Homeowners are responsible for their own actions and/or the actions of their renters, tenants, visitors, and guests on Birchbrook II property. In addition to these Rules and Regulations, each resident is required to complete and return a New Resident Information Form. This form provides the Homeowner's Association with information required by the Texas Uniform Condominium Act, Sec. 82.114(e) (3).

**Sources of Board Powers to Set Rules and Enforce Sanctions** - Texas State Law and Birchbrook II Enabling Declaration and Bylaws provide for rules and give the Birchbrook II Board of Directors the power to set rules, regulations, and sanctions. When conflicts arise, the provisions of Texas State Law and the Enabling Declaration and Bylaws normally have precedence. Any owner (or their tenant) determined by judicial or non-judicial action to have violated said rules and regulations shall be liable to the Birchbrook II Homeowner's Association for all new fines, damages and costs, including attorney's fees. All rules of the Board are effective immediately unless otherwise stated herein.

**Communications** - Please direct complaints, rule violations, questions, or common area repair requests to the Managing Agent. The Managing Agent's contact information is provided on the cover of this document.

**Occupancy and Use of Dwellings** - Each dwelling shall be used exclusively for long-term residential purposes. The Homeowner's association observes and complies with city occupancy ordinances as if they were association rules. In almost all cases the maximum occupancy of a two-bedroom condominium residence is four people. Violation of this rule may result in fines to the homeowner as detailed on page 7 of this document as well as issuing a complaint to the local fair housing authority.

**Animals and Pets** - All animals and pets must be kept in compliance with City of Dallas ordinances.

1. All pets in Common Areas must be on a leash and must be attended by a person capable of controlling the animal. Pets may not be left unattended in any common area including on a Birchbrook II balcony or patio. Unattended animals/pets in the common areas are subject to removal by City of Dallas Animal Control at the pet owner's expense.
2. The maximum permissible weight of an adult pet at Birchbrook II is 40 pounds.
3. The condominium owner and the owner's resident renter(s) and guest(s) shall be responsible for the immediate removal and disposal of pet defecation. Failure to remove pet waste from common areas may result in fines and penalties under the City of Dallas, 'Pooper Scooper' law. Violations may be reported to City of Dallas, Animal Control by calling 311.
4. Pets that make excessive noise may be deemed a nuisance by the HOA Board.
5. The condominium owner shall be liable for damage caused to common areas by pet(s) of the owner, owner's resident renter(s), or their guests.
6. Pets deemed a nuisance or danger to other residents by the HOA Board are subject to permanent prohibition from Birchbrook II property.
7. A homeowner may petition the Board, in writing, for an exemption to the weight limit.

**Common Areas** - Any area outside of a dwelling's four walls is classified as a Common Element or Common Area. Common Elements at Birchbrook II are not the private property of any one owner. Common Elements and rules for their use are under the sole provision of the condominium association acting through the HOA Board of Directors. Common Elements may not be used in any way that violate the Homeowner Association's rules, regulations, or governing documents.

**Access to Common Areas** - There shall be no obstruction of the Common Elements. This prohibits any item or items including plants, furniture, children's toys, bicycles, packages, trash containers and garbage bags that obstruct common area porches, patios, hallways, sidewalks, entrances/exits, walkways, stairways, and passageways. These obstructions may also be in violation of City of Dallas Fire Code.

**Modification of Common Areas** - Nothing may be altered, attached to, constructed or removed from the Common Areas without prior written consent and approval from the Birchbrook II HOA Board of Directors. This includes modifications to patios, balconies, structural components, common electrical wiring, plumbing, venting, and drainage. This includes installation of satellite dishes to the exterior elements of Birchbrook II property. Do not assume that because you see, notice, or know of some structural change by another owner or resident that you can make the same or similar modification. All owners are required to submit a written request for modifications to the Board and receive written approval BEFORE starting any project that modifies or affects common areas in any way.

**Balconies and Patios** - Balconies, patios, and open terraces are limited common areas for the benefit of the adjacent homes. They are not the private property of any one owner. They are not to be used for storage. Each resident is required to keep the balcony or the interior of the patio attached to their unit in clean and sanitary condition, free of clutter and trash. Outdoor furniture, in good condition, and a moderate number of plants are permitted items for balconies and patios. It is prohibited to hang garments, rugs, etc. from balconies, windows, or any other common area source. Indoor/Outdoor carpet or any other semi-permanent or permanent flooring is strictly prohibited from all second floor balconies and landings.

**Barbeque Grills and Fire Hazards** - CITY of DALLAS ORDINANCE - Barbeque grills may not be used any closer than 10 feet from any building or overhang. As per City of Dallas ordinance, the use of barbeque grills on any balcony, patio, or porch on site is expressly prohibited. Storage of kerosene, gasoline, or any inflammable or explosive agent anywhere on Birchbrook II property is prohibited.

**Antennas and Satellite Dishes** - The installation of these items on common areas are permitted only when they comply with HOA Board policy. See the BBII DETAILED CABLE TV/SATELLITE RECEPTION POLICY on page 13 of this document for details. Owners must request, in writing, permission for installation of these devices.

**Window Coverings** - All windows must be covered by white, ivory, or off-white blinds, curtains, or drapery linings that are in good repair and properly installed. Foil, decals, stickers, posters, hangings, or items that are considered objectionable in the reasonable judgment of the HOA Board may not be visible from any window or sliding glass door. The exception would be notice decals for security systems as well as fire and rescue personnel.

**Signs** - All signs are strictly prohibited and may not be exhibited anywhere on Birchbrook II property including "For Rent" and "For Sale" signs. Signs may not be posted in windows, on balconies, or fencing.

**Trash** - Leaving trash or garbage anywhere on the property and common areas except in the provided trash dumpster is strictly prohibited. Items that will not fit in the dumpster such as large pieces of furniture must be disposed of elsewhere by the owner. Do not leave garbage, trash bags, furniture, or any other discarded items outside, near, or around the dumpster. It is also prohibited to leave trash, garbage or other discards outside of entry doors or in common areas.

**Nuisances** - Unless installed or directed by the Homeowner's Association, no outside lighting or loudspeakers or other sound-producing devices may be used or installed. Nothing may be done, in any part of the property, which, in the judgment of the HOA Board, may be considered obnoxious or offensive or cause unreasonable annoyance or nuisance to other residents. Residents shall exercise extreme care about making noise, using instruments, stereos, and other devices that disturb other residents including inside a residence, in the pool area, in the clubhouse, in the parking lot, or elsewhere on Birchbrook II property.

**Water Leaks** - Each homeowner shall be strictly liable and responsible for any repair of or damages to his/her unit and/or to adjacent units from most water leaks that originate from homeowner's unit. Failures of plumbing fixtures including faucets, toilets, shower-pans, valve mechanisms, seals, aquariums, and waterbeds are common sources of water leaks.

Each homeowner is responsible and expected to promptly repair leaks in plumbing line and faulty plumbing fixtures inside his/her condominium unit. It is the responsibility of the homeowner where the leak is suspected of originating to contact and work with the affected homeowner(s), professional contractor(s) and/or managing agent to promptly and satisfactorily repair the leak. If the owner fails to make necessary repairs within 10 days of becoming aware of the leak, the Homeowner's Association may fine the owner \$50 a day, starting on the 11<sup>th</sup> day, until the repairs are completed.

Additionally, residents who allow toilets, faucets, or other plumbing fixtures to run improperly create a nuisance to adjacent units and burden the Homeowner's Association with excessive water usage costs. Homeowners of units where these actions occur may be billed for excessive water use surcharges and are also subject to fines until the plumbing fixtures are repaired or replaced and functioning properly.

**Freezing Weather Procedures** - Vacant units must have proper electric service for heating purposes during months with freezing temperatures to avoid frozen pipes. Each owner is completely liable for damages caused to his/her unit and to any/all adjacent units or common areas resulting from failure to comply with Freezing Weather Rules.

**Freeze Alert Procedures:**

1. Have your heating unit checked to ensure proper operation.
2. Observe weather conditions on a daily basis. Repeated sub-freezing days can cause pipes to freeze.
3. Check with the local weather service for accurate and anticipated freezing conditions.
4. Leave your heat on at all times, especially if you are going to be away from home/out-of-town.
5. Recommended minimum thermostat setting is 68 degrees.
6. If temperatures drop to 32 degrees or lower, open all bathroom vanity/sink cabinets and kitchen sink cabinets to allow warmth to reach pipes, particularly those on outside walls and those facing North.
7. If you are going out-of-town, you are encouraged to leave a key with close friend or neighbor in case emergency access is needed for your unit.
8. For emergency water shut-off, shut-off valves are located on property.
9. Non-resident owners are responsible for making certain that their condo unit is winter-ready.
10. Watch for the freeze warning signs at entries and follow instructions as provided accordingly.

**If Your Pipes Freeze:**

1. Never attempt to thaw them with a torch or other flaming device - this is a fire hazard and code violation.
2. Watch for water seepage from surrounding units - under doors and from ceilings.
3. When a pipe freezes, do not leave your condo unattended; real problems begin when the pipes thaw. If a pipe breaks, try to turn off the water supply valve located outside of the building and notify the Property Manager immediately. If you find that the water is turned off to your building, DO NOT TURN IT BACK ON as this may cause further problems and increase the damage to the property.

**Laundry Equipment Policy** – Birchbrook II Condominiums were built in 1969 without provision for additional electrical, plumbing, and/or drainage features required for in-home, individual washing machines and clothes dryers (laundry equipment). **Effective June 2017 the following are Board approved changes to past Washer and Dryer policies:**

**Due to the additional overhead that washing machines place on the plumbing and electrical infrastructure, installation of any new washers and dryers is strictly prohibited.** Anyone found to have installed a washer or dryer after June 2017, will incur a fine of \$2,500 and be required to permanently remove non-compliant laundry equipment and associated fixtures.

**Smoke Detectors** - Each owner is required to install at least one, battery or electric-powered continually functioning smoke detector in each condominium unit and ensure it is working properly in accordance with state law. It is the responsibility of the condominium owner to provide batteries as required.

**Aluminum Wiring** - There should be no more than one attached electrical cord at each outlet. Even though all wiring has been inspected, NEVER overload any outlets or circuits. Contact the Managing Agent immediately if you notice "trouble signs" such as:

1. Switch or outlet plates that feel warm to the touch.
2. Smoke or sparks at any outlet.
3. The smell of burning plastic at any outlet.
4. Lights that flicker even when bulb(s) have been checked or replaced.
5. Power outlets that do not function.

**Mailboxes** - The Birchbrook II Board of Directors has the exclusive right to designate the type, size, and location of mailboxes. Owners are responsible for their individual mailbox door, lock, and keys.

**Pest Control** - The Homeowner's Association is not responsible for pest control inside individual units. If a homeowner fails to control pests inside an individual unit that adversely affects other surrounding units, the Association has the right to fine a homeowner \$25.00 a day until proof of extermination is submitted to the Managing Agent or Board. The Association provides some general, exterior and common areas pest and termite control.

**Security** - Neither the Homeowner's Association nor the Management Company provides or warrants security. Each owner, resident renter, and tenant/occupant is responsible for their own safety and security. Resident owners are strongly encouraged to install: (a) keyless deadbolts on all entry doors, (b) keyed deadbolts on all entry doors, (c) pin locks on all sliding glass doors, (d) Charlie bars on all sliding glass doors. The Texas Security Device Statute mandates the use of these security devices in rental property. Owners and resident renters should report common area lighting problems or hazardous conditions immediately to the managing agent. The property porter checks exterior lighting on a regular basis, but the Homeowner's Association also relies on unit owners and residents to notify the Management Company when lights are burned out, broken, damaged, not working, or insufficient in some manner.

**Parking Rules and Regulations** - Violators of parking rules and space assignment are subject to having vehicle(s) towed.

1. Each two-bedroom condominium has two assigned/reserved covered parking spaces.
2. Parking spaces shall be used for parking purposes only. Parking spaces may not be used to store or sell vehicles.
3. Birchbrook II visitors may park on adjacent city streets (Milton to the North or Matilda to the West)
4. No inoperable vehicles, including those with expired inspection and/or registration stickers and/or flat tires, etc., may be parked in any parking space or within Common Elements in general.
5. Vehicles must always be parked in a designated parking space and nowhere else on the common areas.
6. Parking in fire lanes is illegal and strictly prohibited.
7. No major repair or restoration of any vehicle may be conducted anywhere on Birchbrook II property including parking spaces. The only allowable repairs are for those necessary to enable a vehicle to be removed to an offsite repair facility.
8. Trucks over 1 ton, motor homes and RV's, trailers, buses, and boats are prohibited from parking on Birchbrook II property.
9. Vehicles parked in reserved spaces assigned to other residents are subject to immediate towing without warning.

**Towing of Vehicles** - Parking violator's vehicles will be towed at the vehicle owner's expense.

1. Each owner/tenant has explicit rights to authorize a tow from his/her reserved space only. The towing contractor will require a signature on a towing authorization form.
2. ONLY HOA Board Members or the Managing Agent or appointed designees may authorize a vehicle to be towed from a non-reserved (visitor or unassigned) space.

3. The Towing Contractor may patrol the property 24 hours a day. They may be authorized to tow without notice any vehicle found parked in fire lanes, driveways, or any other non-designated parking space in the common area.
4. A 48 hour warning sticker may be placed on any vehicle anywhere on site found to be inoperable, to have a flat tire, or to have fraudulent, missing, or expired inspection and/or registration stickers. After 48 hours, if the vehicle remains in violation, it may be towed from Birchbrook II property without further notice.

**Towing Charges** - Neither the Homeowner's Association or the Managing Agent shall be liable for any cost associated with towing vehicles parked in violation of Birchbrook II HOA rules and/or city statutes.

**Utilities** - Each owner is responsible for the maintenance and repair of the plumbing fixtures, air conditioning and heating unit, vents and drains, electrical outlets, switches, and breaker boxes that serve his/her condominium.

**Insurance** - Birchbrook II Homeowner's Association insurance policies are not intended to cover resident's personal possessions or liability. Each resident, whether an owner or renter, is responsible for obtaining his/her own personal property and liability insurance. Insurance providers offer 'Homeowners' and 'Renters' insurance policies which provide coverage for personal possessions and liability for personal negligence. The Homeowner's Association and Management Company strongly encourage residents, both owners and renters, to obtain personal insurance coverage.

**Clubhouse** - Although the pool area itself cannot be reserved, the clubhouse can be reserved for private functions. **See the Birchbrook II Clubhouse Rental Rules and Usage Policy on page 15 of this document.**

**Pool** - The swimming pool cannot be reserved.

There is no lifeguard on duty - residents and guests swim at their own risk.

Pool Hours: Sunday through Thursday 9:00a.m. to 10:00p.m. Friday & Saturday 9:00a.m. to 11p.m.

1. Residents are limited to 2 guests per home and guests must be accompanied at all times.
2. An adult over the age of 18 must accompany any child or children under the age of 12 in the pool area - NO EXCEPTIONS.
3. No running or roughhousing in pool area.
4. Swimwear only, no cut-offs allowed.
5. No glass containers of any kind allowed in pool or pool area.
6. No pets or animals allowed in pool area.
7. No littering or smoking in pool area. Please clean up after yourself.
8. Do not enter pool with communicable diseases including skin abrasions and sores.
9. No abusive or foul language, loud music or excessive noise, shouting, or screaming allowed.
10. No bicycles, skates, skateboards, Frisbees, allowed in pool area.
11. Swimming alone is not encouraged.
12. No diving allowed.
13. The pool and pool area is closed during inclement weather.

Please respect our property and other residents by following the Birchbrook II Pool Rules. Failure to follow the above rules may result in a fine and/or suspension of pool privileges.

**To Report a Violation:**

If you should observe a violation of these rules and regulations, policies, any law, and/or ordinance, you have the following avenues available to resolve the problem. Please use whichever one is most appropriate for the situation.

1. Speak to the person violating the rule directly. They may be unaware of property rules and regulations.
2. Provide a written complaint to property management. The managing agent will then respond to the reported violation accordingly.
3. Call the City of Dallas Help phone number, 311. The City of Dallas enforces most violations of city code involving pets, fire safety, and other city ordinances for community welfare, hazards, and conditions.
4. Call 911, Dallas Police Emergency, to report crimes, nuisance, unlawful behavior, and/or disturbing-the-peace complaints or any criminal situation or activity that poses an immediate health or safety threat.

**Responsibility for Violations:** Owners are deemed responsible for their actions as well as the actions of their tenants and visitors. Owners are subject to sanctions and penalty for violations. These may include verbal warnings, written warnings, HOA fines, and/or citation by City of Dallas or Dallas Police Department. Tenants may also be evicted for repeated or continued violation(s).

**Remedies for Violations and Right to Appeal** -Written or verbal notices of violation may be given by a Homeowner's Association Board Member or Managing Agent. If, after a receiving a written notice of violation, the infraction is repeated, the condominium owner responsible for unit is subject to a fine of at least \$25.00 but not to exceed \$300.00, unless otherwise specifically stated. A fine may be assessed weekly for continued violation.

1. After a written notice of violation is issued, the owner has the right to appeal within 30 days of the date of the violation notice. All appeals must be in writing and submitted to the Birchbrook II HOA Board care of the Managing Agent.
2. After a written appeal is received, the owner will be invited to a hearing before the HOA Board at the next regularly scheduled meeting.
3. Should an appeal be heard, the HOA Board will issue a written decision within 30 days of the violation appeal hearing. Board decisions are final.
4. If the owner does not request a hearing within 30 days of the written violation notice, the matter is considered closed. Any fines issued must be paid within 60 days of the original notice of violation.
5. Failure to pay fines may result in further fines and penalties. Owners who do not pay fines are subject to sanctions per the Birchbrook II Condominium Enabling Declaration and Bylaws.

**BIRCHBROOK II CONDOMINIUMS HOMEOWNER ASSOCIATION**

**Policies & Procedures**  
**for**  
**Homeowners**  
**of**  
**Birchbrook II Condominiums HOA**

## **BIRCHBROOK II LATE CHARGES & COLLECTION POLICY**

1. Birchbrook II Homeowner's monthly dues are due on the first day of each month and are considered late if the payment is not received or properly mailed and postmarked by the 21<sup>st</sup> day of the month due. HOA dues not received by the deadline will incur a late charge of \$25.00 per month. A statement of account will be sent to the owner advising of the delinquent dues and late fees on the 16<sup>th</sup> of the month or soon thereafter.
2. If the monthly dues are not received two months in a row by the 21<sup>st</sup> of the second month, another notice will be issued. The owner will have 10 days from the date of the notice to pay the full amount due or the account may be forwarded to an attorney for collection. The owner is hereby advised that any collection costs incurred by the Homeowner's Association or its attorney will also be added to the delinquent owner's account.
3. If the account remains unpaid after the 10-day period specified above and the account is forwarded to an attorney, the attorney working on behalf of the association will issue a demand letter. The demand letter is the first step towards initiating non-judicial foreclosure action against the homeowner.
4. If the delinquency is not paid within 30 days from the date the demand letter is mailed, the Association Attorney may fully pursue the right to non-judicial foreclosure on behalf of Birchbrook II HOA as provided for in the Texas Uniform Condominium Act.
5. All attorney fees, collection costs and other expenses incurred by the Association's Attorney in recovery of unpaid assessments are the sole and complete responsibility of the owner whose failure to make timely payment of dues/assessments necessitated the Association incurring such fees, costs, and expenses.
6. A \$40.00 insufficient funds charge is imposed on any returned check or other bank draft.
7. All funds received from an owner will be applied to Birchbrook II HOA accounting records in order of:
  - (a) All Attorney fees
  - (b) All Collection fees
  - (c) All Other collection expenses incurred by the Homeowner's Association, regardless if the expense pertains directly to collection of dues/assessments.
  - (d) All Late charges
  - (e) All Interest charges
  - (f) All Unpaid special assessments
  - (g) All Unpaid regular, monthly dues

## **BIRCHBROOK II LAUNDRY EQUIPMENT POLICY**

\*Amended by the Board of Directors June 2017\*

Birchbrook II Condominiums were built in 1969 without provision for additional electrical, plumbing, ventilation, or drainage features required for in-home, individual washing machines and clothes dryers (laundry equipment). Any owner wishing to install laundry equipment must request permission in writing to the HOA Board and receive written approval to do so prior to installing any laundry equipment in the condominium unit.

Due to the additional overhead that washing machines place on the plumbing and electrical infrastructure, installation of any new washers and dryers is strictly prohibited.

Anyone found to have installed a washer or dryer after May 2017, will incur a fine of \$2,500 and be required to permanently remove non-compliant laundry equipment and associated fixtures.

## **BIRCHBROOK II COMMON ELEMENT LEAK REIMBURSEMENT POLICY**

*Approved by the HOA Board on February 24, 2005*

In situations in which weather or certain other leaks in external siding, wall and/or roof in the original structure of the building result in damage to internal walls or contents of a home, the Birchbrook II HOA Board will consider reimbursement to individual homeowners for their insurance policy's reasonable deductible up to \$350.00. The owner must take the following steps before reimbursement is made:

1. The leak must be reported to the Homeowner's Association Managing Agent within 7 days of the leak's occurrence.
2. Proof of damages must be provided if the homeowner is requesting reimbursement. Photographs or inspections by a HOA Board Member or Managing Agent are sufficient.
3. The Homeowner's Association will make efforts to repair the external leak or associated cause once reported.
4. The homeowner must provide evidence of the assumed success of the external leak repair before reimbursement is considered. Evidence can be in the form of a statement from the homeowner that states: "*no signs of leaking or dampness in the affected area after the next heavy rainfall from the same direction were noticed, noted, observed, or found*".
5. Homeowner should not make internal repairs for which reimbursement is requested until the evidence cited above is provided. Should a homeowner make repairs to internal surfaces prior to the presumed success of external repairs as noted in 3. above, the HOA Board may not honor the claim for compensation, or may not accept future claims regarding the same area of damage.
6. Should this policy be superseded by provisions of Texas State Law, of the Association's Declaration, or of its Bylaws, the conflicting provisions in those sources of law take precedence over this policy in the order they are shown herein.

*This policy of reimbursement does not extend to leaks within window(s) or window frames. Refer to the official Homeowner's Association Declaration, Bylaws, and other governing documents or policies (if any) regarding repair and/or replacement of windows.*

## **WINDOW REPLACEMENT POLICY**

*Approved by the Board of Directors 5/19/11*

Homeowners are responsible for the upkeep and maintenance of their home's windows including repair and replacement of screens. See the provisions in the Declaration and Bylaws for specific information regarding owner repair and maintenance responsibilities.

Should a home's window be broken, wear out, or for any reason fail for a reason not attributable to action or inaction of the homeowner association, the homeowner is responsible for window replacement. Should a screen be missing from any window which originally had screens, the homeowner is required to replace it.

**Window Replacement** – As shown in the Declaration and its attachments, window replacement must conform in style, color, glass tint, size and design of the original windows. The one exception to this is that replacement windows may be double or triple glazed to afford greater insulation for the home as long as they conform in all other ways. Replacement window's frame should be colored 'Almond'.

**Storm Windows** – Many owners have found that it is much more cost effective to install storm windows than to replace existing windows.

Should a homeowner choose to install storm windows, they must comply with the following terms and specifications:

1. Frame color must match existing colors.
2. Should a storm window fog up, the owner is responsible for removal of unsightly discoloration or condensation.
3. The number, shape and size of the panes must match the underlying windows.
4. Tint is not permitted.
5. In order to ensure that the storm windows match the Association specifications, any owner desiring such windows must contact a Board member for a list of addresses that have windows conforming to this policy.
6. Owners may use manufacturers and installers of their choice to do this work as long as the windows or storm windows installed conform to this policy.

Contact any Board member if you would like a referral to manufacturers/installers that have successfully installed appropriate windows at Birchbrook II.

## **BIRCHBROOK II LOCKED DOOR/COMMON ENTRY POLICY**

*Approved by the HOA Board September 16, 2007*

To increase security, the Association may install locks on front and rear entry doors to the fourplex building. The only key permissible is a common key provided by the Association. Locks cannot be changed or rekeyed except by the Association.

The following conditions must be understood and agreed to before any lock is installed:

1. Doors must remain unlocked between the hours of 8:00am through 8:00pm each day to facilitate access by delivery and maintenance personnel. Insuring the entry doors are unlocked during those hours are the responsibility of the fourplex owners.
2. Local ordinances have precedence over this policy. If City of Dallas fire, police, ambulance, or other governing authority requires that the locks be removed or modified, the cost to do so will be borne by the fourplex homeowners.
3. Should owners in a fourplex building choose to accept and abide by this policy, all homeowners in the fourplex must sign below indicating agreement to this policy and return signed agreement to the HOA board or the managing agent promptly.
4. Owners are responsible for ensuring that any renter has a key.

BIRCHBROOK II FOURPLEX BUILDING # \_\_\_\_\_ DATE \_\_\_\_\_

UNIT # \_\_\_\_\_ Signature of Owner(s) \_\_\_\_\_

UNIT # \_\_\_\_\_ Signature of Owner(s) \_\_\_\_\_

UNIT # \_\_\_\_\_ Signature of Owner(s) \_\_\_\_\_

UNIT # \_\_\_\_\_ Signature of Owner(s) \_\_\_\_\_

**BIRCHBROOK II CABLE TV/SATELLITE RECEPTION POLICY and  
GENERAL RELEASE LETTER**

Date: \_\_\_\_\_

BBII Homeowner: \_\_\_\_\_

Address: \_\_\_\_\_

Dear \_\_\_\_\_

We have received your request to install wiring for cable TV/Satellite reception in unit# \_\_\_\_\_ at Birchbrook II Condominium Association.

The association is happy to grant you permission to have this done. However, there are certain requirements that you must follow regarding cabling that is installed anywhere on the site outside of your home and regarding the exterior location of a satellite dish (if any).

The cabling must be installed to run along the existing cable runs where feasible and:

- Use existing conduits currently used for cable when feasible
- Use sufficient fasteners to prevent the cable from sagging or hanging
- Run cables in corners, along edges, and under soffits and trim as possible
- Avoid running cable across any broad or open surface such as roof or wall
- Match the cable/conduit color to that of underlying surface

*If you are installing a Satellite dish, the items above apply, and effort must be made to install the dish unobtrusively and entirely within a patio or balcony. If the dish reception cannot be obtained within the balcony or patio, the dish must be installed on the roof of the property as far out of sight as may be practically possible. Roof installation should be on the top of the roof, to an a/c platform, or on rear of building, never on roof near nor above common front entrance to building.*

You and/or your installer must assume responsibility for any injury or damage which may result, to persons or property, during and as a result of the installation.

If you later cancel service or move, the dish and wiring to your home may not be removed.

Note: In the case of a satellite dish installation, the installer may install a system that has sufficient capacity for additional users to tie-in to that dish should other owners in the same building desire to purchase satellite reception services from the same programming provider. (This is so the association may reduce the number of satellite dishes on the roof of any one building.)

This release must be signed and returned to the Birchbrook II Homeowner's Association Managing Agent prior to commencement of any cable tv/satellite installation work.

Agreed: \_\_\_\_\_ BBII Unit # \_\_\_\_\_

Signature of BBII Unit Homeowner

*Addendum to Satellite Form  
Provided for Informational Purposes Only*

**HELPFUL INFORMATION REGARDING CABLE and SATELLITE TV RECEPTION,  
SPECIFICALLY FOR CONDO AND APARTMENT RESIDENTS**

**Questions & Answers from the Federal Communications Commission:**

***I live in an Condominium Association. Can I get a Satellite Dish System?***

Start by asking your homeowners association board or association managing agent if you may install a SATELLITE System on your rooftop.

If you're not authorized to mount the dish on the roof or the side of the building, many apartment and condominium residents have the dish installed on a private patio or balcony - a clear view of the southern sky is required. If management has concerns about this, please visit the [FCC website](#) for information on your rights to use a Satellite Dish.

Your system installation may require structure modifications that may be limited or restricted by the terms of your HOA governing guidelines/lease/rental agreement. To avoid delays in your installation, we ask that you obtain written permission from your landlord, homeowners association or property manager prior to scheduling your installation.

***Q: What types of antennas are covered by the rule?***

A: The rule applies to a variety of types of video antennas including:

(1) A "dish" antenna that is one meter (39.37") or less in diameter and is designed to receive *direct broadcast satellite service*, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite.

***\*\*Q: I live in a condominium with a balcony, but I cannot receive a signal from the satellite because my balcony faces north. Can I use the roof?***

**\*\*A:** No. The roof of a condominium is generally a common area, not an area reserved for an individual's exclusive use. If the roof is a common area, you may not use it unless the condominium association gives you permission.

The condominium homeowner's association is not obligated to provide a place for you to install an antenna or satellite dish if you do not have an exclusive use area satisfactory for reception and wholly within your exclusive use area such as a balcony or patio.

***Q: If I live in a condominium or an apartment building, does this rule apply to me?***

A: The rule applies to antenna/satellite dish users who live in a multiple dwelling unit building, such as a condominium or apartment building, if the antenna user has an exclusive use area in which to install the antenna. "Exclusive use" means an area of the property that only you, and persons you permit, may enter and use to the exclusion of other residents. For example, your condominium or apartment may include a balcony, terrace, deck or patio that only you can use, and the rule applies to these areas. The rule does not apply to common areas, such as the roof, balcony railings, fencing, in the hallways, in the breezeways, the walkways or the exterior walls including patio fencing and posts of a condominium or apartment building. Restrictions on antennas installed in these common areas are not covered by the Commission's rule. For example, the rule would not apply to prohibit restrictions that prevent drilling through the exterior wall of a condominium or rental unit.

***Q: If I live in a condominium, cooperative, or other type of residence where certain areas have been designated as "common," do these rules apply to me?***

A: The rules apply to residents of these types of buildings, but the rules do not permit you to install an antenna or satellite dish on a common area, such as a walkway, hallway, community garden, exterior wall or the roof. However, you may install the satellite wholly within a balcony, deck, patio, or other area where you have exclusive use. The satellite dish may not extend beyond your individual patio, balcony or deck. Drilling through an exterior wall, e.g. to run the cable from the patio into the unit, is generally not within the protection of the rule because the exterior wall is generally a common element. You may wish to check with your retailer or installer for advice on how to install the antenna without drilling a hole. Alternatively, your homeowners association may grant permission for you to drill such a hole. The Commission's rules generally do not cover installations if you drill through a common element.

For more FCC information and answers please visit the FCC website at [www.fcc.gov/mb/facts/otard.html](http://www.fcc.gov/mb/facts/otard.html)

OR by phone at 888-CALLFCC (toll free) or (202) 418-7096

## **BIRCHBROOK II CLUBHOUSE RENTAL POLICY**

- \$50 Dollar Deposit Required
- Reservations must be made at least 2 weeks in advance
- Clubhouse can be rented between 8am – 12 midnight daily
- Absolutely no overnight accommodations in clubhouse
- Smoking in the clubhouse is strictly prohibited
- Reservations must be made by contacting management company.

In order to have your deposit refunded, please leave the clubhouse clean including:

1. Remove all trash and replace trash bag(s) in clubhouse waste can(s).
2. Wipe down all counters and table surfaces.
3. Sweep floor and wipe up any spills.
4. Clean bathroom accordingly.
5. Re-set clubhouse furniture.
6. Replace paper towels and/or toilet paper as needed in dispensers.
7. Wipe down microwave both inside and out if used.
8. Re-set thermostat to 60 degrees (heat) in Fall & Winter and 85 degrees (a/c) in Spring & Summer.
9. Clean and put-a-way dishes, cups, glasses, coffee maker and/or utensils used.
10. Return the key to the Clubhouse Coordinator or the Management Company within 24 hours.

You are responsible to furnish beverages and/or consumables for your guests. Please do not consume beverages, etc. stored in the refrigerator for board meetings. A replenishment fee will be charged if items are consumed.

If clubhouse is not properly cleaned and/or contents are damaged, the homeowner renting the clubhouse will be fully and completely responsible for and assessed charges, fees, and expenses associated with cleaning, repair or replacement.

If clubhouse key is not returned within 24 hours, there will be a \$10 per day, non-refundable charge until key is returned. The charge for a lost clubhouse key is \$50.

If you or your guests utilize the pool area, it is your responsibility to:

1. Follow and/or enforce Posted BBII Pool Rules
2. Leave pool area free of trash and/or personal items
3. Re-set pool furniture

**TAA Condominium Lease Forms Policy** – The HOA Board recommends that all unit owners who lease their units use the latest Texas Apartment Association Condominium Lease Forms. Owners must provide a copy of these Birchbrook II Rules and Regulations to their resident renters at beginning of lease term.

**Sale or Change of Ownership or Address Policy**– Each condo unit owner is responsible for giving written notice as required by the Birchbrook II Bylaws to the Managing Agent of (a) any impending change of ownership and (b) any changes in the owner’s mailing address for notification purposes. Each owner is responsible for the payment of regular association dues and assessments on his/her unit without the necessity of notice or demand from the Homeowner’s Association Board.

**Resident Information Form Policy** – Pursuant to the Texas Condominium Act, Sec. 82.114 (e) (3) each owner is required to complete and return to the Managing Agent a New Resident Information Form each time a new occupant occupies a unit. This requirement includes additions to family or other tenants residing in unit. A copy of this form should be included in these materials or one can be obtained by contacting the Managing Agent. Birchbrook II tenants, occupants, and residents are required to sign their completed New Resident Information Form. A signature indicates that the signer has received a copy of the Birchbrook II HOA Rules and Regulations and agrees to abide by them.

**Regular Board Meetings Policy** – The HOA Board of Directors usually holds a monthly meeting in the clubhouse on the 3<sup>rd</sup> or 4<sup>th</sup> Thursday of each month. Homeowners are welcome to attend as observers only unless they have requested, in writing, at least 5 days prior to the meeting date to address a specific subject. Homeowners can also request a specific topic or subject be added to the Board Meeting Agenda in writing at least 5 days prior to the scheduled meeting. Homeowners may contact the Managing Agent to obtain specific meeting date and time and/or to inquire about adding a topic to the agenda or addressing the HOA board in persona at the meeting. These guidelines apply to the Annual Homeowners meeting also.

**Annual Meeting** – The Annual Homeowner’s Meeting is usually held the second Tuesday of October each/every year. Notices announcing the meeting will be mailed to each owner accordingly.

**AMENDMENT** – The foregoing Birchbrook II Rules and Regulations and Policies are subject to amendment. The date of the last amendment to this document is found on the cover page.

## **IMPORTANT CITY of DALLAS ORDINANCES**

*Addendum For Informational Purposes Only*

### **FIRE CODE**

The City of Dallas adopted the International Fire Code, with several Dallas amendments, on May 26, 2004. The one area of the code that will be of immediate interest to apartment and condominium owners and residents has to do with barbeque grills on balconies and in patios. The new code states: Charcoal burners and other open-flame cooking devices and heating devices including outdoor fireplaces and barbeque grills shall not be operated or located on combustible balconies or within 10 feet of combustible construction such as wood fencing, awnings, overhangs, wood siding, and roofing.

Although many other area cities have had this rule in place for years, the City of Dallas has never made it a priority until now. The fire department will be responsible for making the inspections. Barbeque grills will not be part of a regular code enforcement inspection, but code inspectors may note the presence of grills and alert the fire department. Many large management companies and homeowner associations already have a prohibition against barbeque grills in their community rules, as they are accustomed to the rule in other cities. Although the effective date of the ordinance was July 1, 2004, a fire department representative said they did not begin issuing citations until September 1, 2004 to give everyone time to get informed and take action.

### **POOPER SCOOPER ORDINANCE - City of Dallas Pooper Scooper Law**

Chapter 7 of the Dallas City Ordinance, Section 7-21.2 requires the owner, harborer, or a person having care, custody, or control of a dog, to remove in an immediate, and sanitary manner, any feces created by their dog on public property, or any private property not owned, leased, or controlled exclusively by them. It further requires those individuals to have in their possession a device for the safe and sanitary removal and disposal of dog feces. Also, consistent with City of Dallas Leash Law, all dogs are required to be leashed or in a carrier when outside of individual residences. Violators may be reported to the City Animal Services by calling 3-1-1. Violators of City of Dallas Pooper Scooper and Leash Laws are subject to citation and possible fine if observed by city officers at any time.

### **NOISE ORDINANCE**

Respectful, noise-free hours are generally between 10pm – 7am, but any loud and raucous noise that disturbs public peace and comfort at anytime is considered in violation of City of Dallas, Texas Noise Code. Loud and raucous noise can include boisterous talking, shouting, or screaming, music from instruments or radio or amplifiers or televisions other such devices, motor vehicle's honking or motor revving/racing or stereo system or security system.

#### **SEC. 30-1. NOISES INTERFERING WITH ENJOYMENT OF PROPERTY OR PUBLIC PEACE AND COMFORT.**

No person shall make or cause to be made any loud and raucous noise in the city which is offensive to the ordinary sensibilities of the inhabitants of the city, which noise renders the enjoyment of life or property uncomfortable or interferes with public peace and comfort. (Ord. 13744)

#### **SEC. 30-2. SAME - ENUMERATED.**

The following acts, among others, are declared to create loud and raucous noises, and shall be deemed a violation of this chapter, but such enumeration shall not be deemed to be exclusive:

- (a) The sounding of any horn or signal device on any automobile, motorcycle, bus, streetcar, or other vehicle, except as a danger signal as required by state law.
- (b) The playing of any radio, phonograph, or musical instrument in such a manner, or with such volume as to disturb the peace, quiet, comfort, or repose of persons in any dwelling apartment, hotel or other type of residence.
- (c) The keeping of any animal or fowl which emits or makes a loud and raucous noise.
- (d) The use of any automobile, motorcycle, bus, streetcar, bus, or vehicle so out of repair or so loaded, which emits or creates loud grating, grinding, or rattling noise.
- (e) The blowing of any steam whistle attached to any stationary boiler, except to give notice of the time to begin or stop work or as a warning of danger.
- (f) The discharge into the open air of the exhaust of any stationary steam engine, stationary internal combustion engine, or motor boat engine, except through a muffler or other device which will effectively and efficiently prevent loud noises.

(g) The discharge into the open air of the exhaust from any motor vehicle except through a muffler, or other device, which will effectively and efficiently prevent loud and raucous noises.

(h) The erection, including excavation, demolition, alteration, or repair of any building in or adjacent to a residential area other than between the hours of 7:00 a.m. and 6:00 p.m. on weekdays, except in the case of urgent necessity in the interest of public safety, for which a permit must be obtained from the director of public works and transportation of the city.

(i) The creation of loud and raucous noise on any street adjacent to any school or court which is in session or adjacent to any hospital; provided, that conspicuous signs are located in such streets indicating that schools, hospitals, and courts are adjacent thereto.

(j) The shouting and crying of peddlers, hawkers and vendors which disturbs the quiet and peace of the neighborhood.

(k) The use of any drum or other instrument or sound amplifying equipment for the purpose of attracting attention by the creation of noise, to any performance, show, sale, or display of merchandise as to attract customers to any place of business.

(l) The use of mechanical loudspeakers or sound amplifiers on trucks or other moving vehicles for the purpose of advertising any show, sale, or display of merchandise. (Ord. Nos. 13744; 220261 )

**PLEASE REPORT CITY of DALLAS CODE and ORDINANCE VIOLATIONS by CALLING 3-1-1**