

**FIRST AMENDED AND RESTATED RULES AND REGULATIONS  
FOR HOLLY GLEN HOMEOWNERS ASSOCIATION**

**PART 1. GENERAL PROVISIONS**

These First Amended Rules and Regulations (the "Rules") are established by Holly Glen Homeowners Association a Texas non-profit corporation (the "Association") for Holly Glen, a condominium project, effective as of the date these Rules are recorded in the Real Property Records of Dallas County, Texas. These Rules are promulgated pursuant to the rule-making and rules enforcement authority granted to the Board of Directors of the Association (the "Board").

These rules are in addition to the provisions of the Declaration and Master Deed Holly Glen Condominiums, recorded under Vol. 80117, Page 1329 in the Condominium Records of Dallas County, Texas, and all amendment and supplements thereto, (the "Declaration"), the First Amended By Laws of Holly Glen Homeowners Association recorded under Dallas County Clerk's File No. 2000 11400008. In the event of a conflict among statutes and/or documents, the order of governing authority shall be as follows: Texas Uniform Condominium Act (highest), the Declaration, the Articles, the Bylaws, then these Rules (lowest). The Board has been vested with the authority to promulgate, interpret, enforce, amend, and repeal these Rules.

In addition to the attached rules and regulations, behavior reported by residents, owners or property manager will be reviewed by HOA Board for consideration. If the Board deems the behavior to be unacceptable, a warning will be issued and if the warning is not heeded, fines will follow.

These Rules replace in their entirety any, and all rules and regulations previously adopted by the Board. Notwithstanding anything contained herein or in the Bylaws to the contrary, any conflict between the provisions of the Bylaws and these Rules related fines, these Rules shall control over the provisions in the Bylaws, but under no circumstances does the dispute of one rule affect the other rules.

## **PART II. GENERAL RULES AND REGULATIONS**

### **ALL RULES AND REGULATIONS APPLY TO OWNERS, RESIDENTS AND THEIR REPECTIVE GUESTS.**

Property Owners are responsible for the actions of all residents and guests and any fines will be assessed against the Owner's Unit.

#### **Exceptions to any of these rules require Board Approval**

##### **Usage**

Each condo shall be used for residential purposes only. Trade or business is prohibited in or from any unit, with the following exception:

Residents may conduct ancillary business activities within the condo so long as:

- a) the existence of operation of the business is not apparent or detectable by sight, sound or smell from the exterior of the unit
- b) the business activity does not involve daily visitation of the condo by employees, clients, customers, suppliers or other business invitees
- c) the business activity conforms to all zoning requirements
- d) the business does not increase the amount of traffic in the condominium complex
- e) the business activity does not constitute a nuisance, hazardous, or offensive use, or threaten the security of safety of other residents
- f) brokering, selling, trading and storage of vehicles bought specifically for resale is strictly prohibited

##### **Common Area**

1. Sidewalks, driveways, walkways or entrances shall not be obstructed or used for any other purpose than entrance and exit from the Units and General Common Elements. This includes but is not limited to furniture, plants and decorations.
2. No items may be placed on and no work of any kind may be done upon the exterior building walls or upon or in the General Common Elements. No decorative items or political statements are allowed in any area visible to other residents with the exception of flags of the United States of America, Texas, and military flags. All flags must be in good condition. Religious items, 25 square inches or less in size, may be located on entry doors or door posts.
3. No decoration or article may be placed upon and no work of any kind may be done upon the exterior buildings walls or upon the General Common Elements by any Owner, resident or lessee. No changes can be made in or to the General Common Elements except with prior written approval of the Board.
4. No Owner, resident or lessee may install wiring for electrical or telephone installation or for any other purpose, nor may any radio antenna, machines, or air conditioning units be installed on the exterior of the Project or installed in such a manner that they protrude through the walls, windows or the roof of any Building or are otherwise visible from the ground, except as may be expressly authorized in writing by the Board.
5. Use of any facilities of the project will be made in such a manner as to respect the rights, privileges and safety of other residents.

6. No power equipment, workshops, or car maintenance of any nature whatsoever, including but not limited to washing of cars or fluid changes, shall be permitted on the Project
7. No foul or abusive language is permitted
8. Garage sales are not permitted on/or adjacent to the property.
9. For their safety, children under age of 7 must be accompanied and supervised by a person 13 or older when outside
10. Smoking in the common areas is allowed, however smokers are not allowed to smoke near other non-smoking Residents, even if the non-smokers arrived after smoking began. Non-smokers' rights prevail.
11. Owners, members of their families, their guests, residents, tenants or lessees shall not use sidewalks, driveways, entrances, halls and passageways as a gathering or recreational area(s).
12. Appropriate clothing is required in the common area. Pajamas and robes are considered inappropriate, and clothing must conceal underwear.

### **Unit Interiors**

1. All Apartment Units must be maintained in good condition. Water leaks must be repaired immediately to conserve water and prevent damage.
2. Permission from Management must be obtained at least 24 hours prior to date needed before water to any building is turned off for repair purposes. In emergency situations, the manager must be contacted immediately. After obtaining permission, the owner or agent of the unit requesting permission to do the repair must put notice on the doors of all units that will be affected. Violations will result in a fine.
3. Temperature Within Units: During cold weather, each resident must maintain heat at a reasonably high temperature as will be necessary to prevent freezing of water in the plumbing system. If Unit is unoccupied, the Owner must keep the heat on during times of the year when freezing weather is possible and follow any, and all directives given by the Association.
4. Pest control inside units is sole responsibility of Owner. Any other unit affected by Owner's failure to treat for pests will be exterminated at the expense of the Owner who did not maintain pest control in his/her Unit.
5. The use of a fireplace, or any fuel burning fireplace insert of any type is strictly prohibited. Electric fireplace inserts are allowed. See the Association's website for information on electric inserts.

### **Noise/Odors**

1. Owners, residents and guests shall exercise reasonable care to avoid making or permitting loud, disturbing, or objectionable noises and shall keep the volume of sound at a level that cannot be heard outside of the condo unit.
2. Except for emergency repairs, no major noise-producing work, especially construction/repair work, shall be carried on inside or outside any Unit before 8:00 am or after 6:00 pm from Monday through Friday and before 10:00 am and after 6:00 pm on Saturday. No work shall be permitted on Sunday except in emergencies.
3. Owners, residents and guests shall exercise reasonable care to avoid causing objectionable odors to be emitted from their units.

### **Trash**

1. All perishable items must be placed in sealed bags or containers prior to being put in the dumpster.
2. Under no circumstances may any trash or items be placed outside the dumpster, left outside a unit, or on a balcony.
3. Hazardous waste and large items such as furniture, large boxes and construction debris are not allowed in or outside the dumpster and must to be removed. Any items left outside the dumpsters may be removed by the Association without prior notification. If the Association removes said items, the Owner will be charged for the cost of removal in addition to the violation fine.
4. Each time the Association must remove improperly deposited trash shall be considered a new and separate violation subject to a fine.

### **Damage Caused By Individual Units**

Any damage that is caused by a Unit or anyone associated with a Unit to another Unit or the Project, shall be repaired at the expense of the Owner of that originating Unit.

### **Signs & Property Showings**

1. No signs or advertising posters, including 'For Sale', 'For Rent' & 'Open House' signs are allowed anywhere on the project.
2. Individuals marketing or showing individual units for sale or lease must meet all prospects at the front gate. Lock boxes to provide access for prospects located on the common or limited common area are not allowed. Remote entry access is not allowed without the Owner or agent present.

### **Leasing Requirements**

1. Units may not be rented in part or in whole for short stays, which are defined as less than ninety (90) days. This includes subleases, Airbnb or similar operations, room sharing or use as a hotel.
2. Property Owners who lease their units are required to abide by the "Leasing and Background Check Policy" established by the Association and are encouraged to use the Texas Apartment Association Lease. Holly Glen is a member of the Texas Apartment Association and leases are available for a small charge from the Property Manager. A copy of the most current Rules and Regulations and all other policies listed on the Association's website pertaining to tenancy are required to be affixed as an operative addendum to the lease.

### **Maximum Occupancy**

No more than 4 adults may occupy a two-bedroom unit, and no more than 2 adults may occupy a 1 bedroom unit on a permanent occupancy basis. "Permanent Occupancy" is defined as more than 30 days. It is not the intent of this provision to exclude from a Unit any individual who is authorized to so remain by any local, state or federal law.

### **Balconies & Patios**

1. Alteration in any way of the structure or of appearance of any patio or balcony area is prohibited.
2. All patios and balconies shall be kept in clean and neat condition, free of debris and refuse, at all times.
3. Each resident will take care when cleaning their balcony or patio to not annoy or inconvenience other Residents.
4. Balconies and patios may not be enclosed. In addition, the weight of items such as hanging plants or patio furniture is subject to Board approval.

5. Patios & balconies shall not be used for storage purposes (other than in the individual storage room of such Unit), if any.
6. Decorative lights, such as string lights are not allowed to hang lower than the exterior soffit and must be approved by the Board in advance.
7. Holiday lights and decorations in compliance with the Rules and Regulations are allowed from Thanksgiving until January 15<sup>th</sup>.
8. Furniture on balconies and patios must be made for outdoor use and in good condition.
9. Plants must be healthy and kept in neat appearance. Artificial plants are only allowed if they are in good condition and not allowed to fade. No items are allowed on the balcony railings.
10. Outdoor curtains are not allowed.
11. Open Flame Grills are not allowed to be used or stored on balconies or patios
12. Seasonal decorations on exterior doors are allowed.

### **Unsightly or Unkempt Condition**

1. The pursuit of hobbies or other activities, including but not limited to the assembly or disassembly of motor vehicles, which cause disorderly, unsightly or unkempt conditions, are not allowed.
2. Clothing, bedding, rugs, mops, appliances, indoor furniture, ladders and other household items are not allowed outside the unit or on balconies or patios that can be viewed by other residents.

### **Window Coverings**

1. All window coverings visible from the exterior of any Unit shall be of white non-glare color and in good, attractive condition.
2. No window shall be covered with a reflective material or thermal film or material of any type.
3. Window screens including solar screens must be in good condition. Solar screens must be black and must be approved by the Board before installation.
4. No items may be displayed in the windows and viewable from the exterior including but not limited to signs, foil, cardboard or air conditioners.

### **Pool**

1. No glass bottles or glass items are permitted in the pool area.
2. Individuals that appear to be inebriated and/or intoxicated are not allowed in any part of the General Common Elements, including but not limited to the pool area.
3. Furniture other than that provided shall not be used in the deck area of the pool, nor shall such furniture be removed from that area.
4. Users of the pool are responsible for the disposal of trash and removal of all items that they brought to the pool area.
5. Swimming is permitted only between the hours of 8am and 10 pm.
6. All users of the pool must observe the rules posted at the pool.
7. No profane/abusive language, or loud noise/music is allowed at the pool.
8. No more than 2 guests per resident, are allowed to use the pool area at any time without prior approval of the Manager and MUST be accompanied by a Resident. Residents are responsible for the conduct of their guests.
9. All persons shall comply with the requests of the Board and/or Manager respecting matters of personal conduct in and about the pool and common areas.

10. All swimmers must wear appropriate swim suits. Persons who are not toilet trained or are incontinent must wear swim diapers or rubber pants while in the pool. Regular diapers and nudity are prohibited in the pool.
11. For their safety, any child under the age of ten must be accompanied and supervised by a person 13 years or older when in the pool area.
12. All persons, including owners, residents & invitees use the pool at their own risk, including any children that are allowed to use the pool. No lifeguard will be present.
13. Pool safety equipment is not to be removed from area or used as toy, floating device or any other usage except for its express intended use.
14. Animals are not allowed in the pool or pool deck area.
15. Running, pushing, dunking, rough play, diving, standing or sitting on another's shoulders is prohibited.
16. Diving is not allowed.
17. Units with Residents or guests of Residents that violate these rules may be fined and may lose their pool privileges.
18. Smoking in the pool area is allowed, however smokers are not allowed to smoke near other non-smoking Residents, even if the non-smokers arrived after smoking began. Non-smokers' rights prevail.
19. Additional rules regarding the pool may be in place and listed under pool policies on the Association's website.

#### **Hazardous Materials**

1. No gasoline or other explosive or flammable material may be kept in any Unit or storage area.

#### **Antennas/Satellite Dishes & Cable**

1. All cable and satellite wiring must be professionally installed and approved by the Board in advance. Cable must be buried and not visible on the building. Violations will result in the cable being removed and the unit owner being charged for any costs associated with removal and having the cable reinstalled properly.
2. Please see the "Antenna Policy" established by Holly Glen which is located on the website for information on where these items can be placed.

#### **Access**

1. No one is allowed to access to any area of the property by climbing over gates, walls or fences. Disabling security or intrusion devices, or propping open gates or doors on the General Common Element is prohibited.
2. All residents who have a key to their unit are also required to have a gate transmitter. Landlords are required to provide a Gate Transmitter to each resident of the unit who is given a key.

#### **Pets**

Cats, dogs, or other animals, birds, or reptiles ("animals") shall be kept in a manner so as to not disturb other residents. If an animal becomes a nuisance, obnoxious to other Owners/Residents, or injures someone, 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 of the animal, upon written notice, shall be required to remove the animal permanently from the complex.

1. Animals are not allowed in the pool or pool deck area.

2. All animals must be leashed and held by a responsible person at all times when outside a Unit and at no time may be tied to a stationary object.
3. All animals must conform to any applicable animal control ordinances and laws.
4. Animals may not be confined to a balcony or patio without the owner or a responsible party being present. Balconies and patios may not be used as a latrine area for a pet. Animals may not be kept, kenneled, or stored in any parking space.
5. Residents may keep a maximum of 3 pets (other than aquarium fish) per Unit. Permitted pets are limited to domesticated dogs (gentle in disposition), cats, small caged birds, and aquarium fish. Other animals require prior approval by the Board.
6. 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, Rottweilers and Dobermans. Any animal which is deemed to be a dangerous animal by any governmental authority is prohibited from entering or being kept on the Project.
7. 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.
8. Residents are responsible for any damage or injury which their pet may cause, and must compensate any person injured or otherwise damaged by their pet. A resident who keeps a pet at the complex agrees to indemnify and agrees to hold harmless the Board, the Association, and other Owners and residents, from any loss, claim or liability of any kind resulting from any action of the resident's pet or arising by keeping the animal at the complex.
9. Animals must only use designated areas to relieve themselves. Owners shall remove and are responsible for the removal of their pet's waste from the complex. The Board may levy a fine against a Unit each time feces or urine are discovered on the General Common Elements and attributed to an animal in the custody of a resident, guest or agent, of a Unit.
10. Residents with a handicap that utilize a service animal or assistance animal may receive a variance from the Board upon proof of medical necessity.
11. Feeding or watering animals outdoors attracts wild animals and vermin and is prohibited. Any items used for the purpose to feed or water animals will be disposed of and a fine will be levied against the unit owner.
12. Animals belonging to guests and non-residents are not allowed anywhere on the property even for a temporary basis.

### **Parking**

1. All vehicles must display a parking permit or guest permit. Details can be seen under parking policies on the Association's website. Permits will be issued to the owner/agent only, and only after the owner/agent has updated the website with the current occupant and vehicle information. Vehicles must be parked "head in" to the parking spaces.
2. Any vehicle parked on the project for more than forty-eight (48) hours without a parking decal and without having notified management may be subject to towing at the Owner's expense.
3. Vehicles parked in a reserved parking space must have a parking decal that corresponds to the parking space number. No one is permitted to park in one of

- the assigned parking spaces without the authorization of the unit owner or occupant of the unit to which the parking space is assigned. Management must be made aware of such agreement prior to commencement.
4. Residents are permitted to park in Guest parking, but vehicles cannot be stored in guest parking. The Association defines stored as being parked in the same parking space for more than 3 days.
  5. No vehicle may be parked in a manner that impedes or prevents access to any entrance or exit from the Project. Vehicles shall be parked within designated parking areas only and in no event parked within any portion of a fire lane. Vehicles parked in this manner are subject to towing without notice.
  6. In the event a vehicle parks in an assigned space without the permission of the occupant of the unit, the occupant of the unit may request management to have the vehicle towed at the expense of the vehicle owner.
  7. No trailer, camper, mobile home, recreational vehicle, boat, boat trailer, jet ski or other water craft, truck (other than standard size pickup truck), or similar equipment shall be permitted to remain upon any area within the Project, other than temporarily (for purposes of loading and unloading passengers or personal property), unless in an area specifically designated for such purpose by the Board of Directors. No off-road unlicensed motor vehicles shall be maintained or operated upon the Project.
  8. Any damage or destruction done to the carport area will be repaired by the Home Owners Association and charged back to the Owner of the condominium associated with that space. This includes oil leakage.
  9. No vehicle shall be abandoned or stored on any part of the complex and no vehicle shall be permitted to remain in an inoperable condition on any part of the complex.
  10. A maximum of 3 vehicles for a 2 bedroom unit, and 2 vehicles for a 1 bedroom unit are allowed on the complex.
  11. Any vehicles that are loud and disturb the peaceful enjoyment of the property as determined by the Board will not be allowed.
  12. Vehicles may not be parked on the property with "for sale" signs displayed.
  13. Vehicles with dealer tags pending receipt of permanent tags are allowed up to date of expiration on dealer tag.
  14. If occupant's vehicle alarm goes off and management is unable to locate owner for longer than 30 minutes, the vehicle may be towed at owner's expense.
  15. In addition to fines, any vehicle that is in violation of any of the rules stated above, may be towed and all damages and costs related to the towing will be the sole responsibility of the owner of the vehicle.
  16. Vehicles on property shall be operated in a safe and prudent manner as determined by the Board, by a person in possession of a valid driver's license or permit.
  17. Management must be notified of any guest vehicles on property for more than 24 hours.
  18. Permission to advertise on vehicles must be obtained from the HOA Board. It may be granted on a case by case basis.
  19. Motorcycles are not allowed on the property
  20. For Towing Rules, see Association's Towing Policy listed on the Association's website.

### **Vehicle Appearance**



The presence of unsightly vehicles can threaten the character and safety of our property. They cause deterioration due to visual blight, which affects property values. Owners of vehicles which are unsightly, in poor aesthetic or physical condition as described below will be warned and must have vehicle repaired or removed from the property. Failure to repair or remove vehicle within the specified time period stated in the warning letter will result in a fine and may be subject to being towed by the Owner's expense:

1. This includes vehicles that are extensively damaged, including but not limited to any of the following:
  - a. Unsightly paint finish, unpainted panels, or has presence of repair material such as "bondo"
  - b. Broken or missing windows or windshield or flat tires
  - c. Missing or mismatched hubcaps or wheel covers
  - d. One or more major portions of the body missing or damaged, such as hood, side mirrors, fender, bumper, trunk lid, door, roof or panel or cannot move under its own power.
2. Is inoperable or is in violation of State Law.
3. Is noisy or smoky
4. Has objectionable/offensive items or signage as determined by the Board of Directors.

### **Prohibited Vehicles**

Commercial Vehicles are prohibited from parking at any time in the community except when picking up or delivering passengers or merchandise or during the performance of work or services at the location. Commercial vehicles include the following:

1. Any vehicle in which the driver is ordinarily hired for transport, including, but not limited to, taxis, limousines, or buses.
2. Any vehicle with uncovered exterior logos, signs, letters, numbers, advertising, or irregular and distinct coloring, which creates the appearance of a commercial vehicle.
3. Any unmarked vehicle with commercial paraphernalia or equipment attached, strapped, or affixed to the exterior of the vehicle, including, but not limited to, storage containers, racks, ladders, or pipes.
4. Any unmarked vehicle with an excessive amount of commercial equipment or supplies within the interior of the vehicle which is in obvious plain view from another parking space or from the sidewalk, including, but not limited to, pesticide, paint buckets, propane tanks, cabling, uncovered or unsecured tools or other supplies.
5. Any unmarked vehicle, which because of its irregular height, length, shape, or weight, is not a conventional private passenger vehicle and is more suited for a commercial purpose.

The strict prohibition against commercial vehicles shall not apply if the resident is able to cover that portion of the vehicle which has commercial vehicle characteristics at all times while parked within the community making it indistinguishable from a conventional passenger vehicle; Complete car covers are not allowed, however items like magnetic panels with the same color as the vehicle could be used to cover advertising. Items used to bring the vehicle into compliance must be approved by the Board.

Police vehicles or other vehicles which are owned by or contain the logo of a County emergency service provider shall not be considered a commercial vehicle under this definition.

**Association Vendors**

Interfering with or requesting special favors from any Association Vendors is not allowed.

**Solicitation**

Soliciting on the property is not allowed. Please report to Management if approached.

**Multiple Violations**

Any Unit receiving 2 or more warning notices of any rules violations within a 12 month period will require a signed receipt showing the Resident has received and read a copy of the Rules. In addition, if Unit is leased, Owner will be required to show proof of complying with the Association's "Leasing and Background Check Policy".

**Illegal Activities**

Illegal activities are not allowed on the property. These include, but are not limited to illegal drug use and sale, prostitution, theft, assault and/or battery, and vandalism. In addition, any violation of the Dallas Multi-tenant prohibited crime list is not allowed.

**Enforcement**

Concerns regarding violations of these Rules, management or vendors of the Condominium Association or regarding actions of other Unit Owners or tenants shall be made in writing via the website, or by mail to the Association's P.O. Box. Complaints must identify the type and date of the infraction. Anonymous complaints or those written in abusive language will not be taken into consideration.

After notification of any violation, continued failure to address the issue may be resolved by the Association at the owner's expense.

**Schedule of Fines**

After warning notice and an opportunity to be heard has been given to the Owner, the Board is authorized to impose fines according to the following schedule for violations of any provisions of the Governing Documents.

First Violation	\$50.00
Second Violation	\$100.00
Subsequent Violations	\$150.00

In addition, if there are expenses incurred by the HOA due to a violation, the owner will be charged those expenses in addition to the fine. An exception to this fine structure is any violation of leaving trash outside of the dumpsters. In that case, signage on the dumpsters states a specific fine amount will be imposed. The Board is authorized to impose lesser fines or no fine at all, for violation of the Governing Documents of the Association, as determined by the Board in its sole and absolute discretion.

In situations where trash is left outside of dumpsters, or a unit, or a violation is a safety concern, the Association has the right to take immediate action without a warning notice

and impose the fine immediately. The Association assumes no liability for, nor shall it be responsible for any loss, or damage to items stored in storage areas, if any.

Fines against an Owner or Resident will be assessed against the Owner's Unit.