

# Willow Greene Condominiums Homeowner's Rules and Regulations

October 2018

(The provisions contained herein supersede and control in connection with any conflicting provision that might be Association policies/Board resolutions regarding same which may have previously been in effect.)

# TABLE OF CONTENTS

## **SECTION I – GENERAL**

**PAGE 4**

1. Responsibilities of Homeowners and Residents
2. Services to Homeowners and Renters
3. Owner Maintenance
4. Parking and Vehicular Safety
  - A. Parking – Vehicles
  - B. Parking – Motorcycles, Recreational Vehicles, Boats, Trailers, Go-Carts, Dune Buggies
  - C. Parking – Commercial Vehicles
  - D. Parking – Storage Pods
  - E. Towing
5. Planting and Gardening
6. Animals and Pets
7. Trash Disposal
8. Violations and Schedule of Fines
9. Resident Forms, Notification of Rental or Sale
10. Display of Signs
11. Mail Facilities
12. Dickerson Street Gate

## **SECTION II – MONTHLY DUES AND SPECIAL ASSESSMENTS**

**PAGE 14**

1. Definition and Purpose
2. Determination of Monthly Dues
3. Special Assessments
4. Collection of Monthly Dues and Assessments
5. Application of Payment Collection Policy

## **SECTION III – ARCHITECTURAL CONTROL**

**PAGE 15**

1. Responsibility
2. Alterations
3. General Guidelines
  - A. Window Coverings
  - B. Storm Doors
  - C. Wooden Front Entrance Door
  - D. Garage Doors
  - E. Patio Fences/Gates

4. Unauthorized Changes
5. TV and/or Internet Service – Satellite and Cable Access

#### **SECTION IV – LANDSCAPE GUIDELINES**

**PAGE 18**

1. Approved Items
2. Restricted Items
3. Additional Restrictions
4. Safety and Emergency Considerations
5. Flag and Flag Pole/Flag Holder

#### **SECTION V – POOL, SPA AND POOL AREA RULES**

**PAGE 19**

1. General Information
2. Pool/Spa Hours
3. Pool and Spa Use Rules
4. Spa Use Guidelines

#### **SECTION VI – RESPONSIBILITIES OF THE MANAGEMENT COMPANY**

**PAGE 21**

#### **SECTION VII – INCIDENT REPORTING AND EMERGENCY NUMBERS**

**PAGE 22**

#### **ADDENDUM**

**PAGE 23**

Regulations for Satellite Dishes  
Resident Form Sample  
Condominium Maintenance Responsibility Chart

## **Section I – GENERAL**

### **1. Responsibilities of Owners and Residents**

- All owners and residents of Willow Greene are subject to the rules, restrictions and provisions in the Association's governing legal documents (Declaration and Master Deed for Willow Greene, Bylaws of Willow Greene Homeowners Association and all policies, rules and/or resolutions enacted by the Board of Directors as such may be amended from time to time). Violations of any of these rules may result in an owner being fined in addition to other enforcement remedies the Association may be entitled to.

### **2. Services to Homeowners and Renters**

- Services for maintaining the general common elements consist of: grounds maintenance (lawn mowing, watering, fertilizing, pruning, trimming and weeding); trash collection; water and sewer; repair and cleanup of roads, grounds, and mail facilities, exterior lighting system maintenance, exterior building maintenance including roof and skylights, and pool area maintenance.
- Services are funded from the monthly mandatory Association dues paid by each owner. If dues are not paid when due, there may be added costs to the owner, including (although not an exhaustive list) late fees, attorney's fees, and the cost of filing a notice of lien against the unit which may result in foreclosure of the home.
- Default by an owner in the payment of any amount owed to the Association (such as the monthly dues, any special assessment, fines levied by the Board, etc.) may be cause to suspend the owner's voting rights and his/her privilege to use common elements and recreational facilities. Such suspension shall continue until all fees and/or assessments, plus any costs of collection and interest have been paid.
- No trash/debris is permitted within the development.

### **3. Owner Maintenance**

- An owner shall maintain and keep in repair the interior of his/her own unit, including all fixtures and equipment installed within and for the unit, such as the water heater and air conditioning/heating equipment. In general, the owner's responsibility commences at a point where utility lines, pipes, wires, conduits, or systems enter the unit.
- An owner is responsible for any interior water systems in his/her unit. The unit owner must promptly repair any broken water pipe or fixture that causes water damage to another unit. The owner must also repair the damage to the satisfaction of the damaged unit's owner.
- An owner shall promptly repair and replace any broken or cracked glass, window screens, or broken seals in windows and doors.

- An owner shall be responsible for any or all damage to the common elements caused by such owner, the owner's family, guests, or lessee, including any damage to the roof caused by the owner or agent of the owner going on a roof without authorization.
- The Association's obligation to replace exterior doors is limited to those damaged by normal wear and tear. If the unit does not have a full glass storm door installed already, the owner must purchase a storm door prior to the front door replacement or exterior repair including re-staining. The Management Company will install the recommended storm door to protect the investment of these expensive wood doors. (See Section III – Architectural Control)
- Any exterior door damage by intentional act or accident will be repaired or replaced at the owner's expense.
- An owner is responsible for maintaining landscaping within the individual patio area including the trimming of trees and shrubbery. Trees are not to touch or encroach onto the common elements such as exterior walls.
- Exterior light fixtures controlled from inside the unit (porches, balconies, patios, etc.) are to be maintained by the homeowner. Any fixture upgrade or replacement requires written pre-approval by the Management Company.

#### **4. Parking and Vehicular Safety**

##### **A. Parking - Vehicles**

- Residents of each unit are allowed to park two vehicles within the community.
- Each unit at Willow Greene has two assigned parking spaces, either in the form of a one-car garage and one designated/numbered parking space, or a two-car garage. Residents with more than two cars are prohibited to use visitor spaces to compensate for vehicle "surplus" situations. The use of visitor spaces to rotate different cars to mask the surplus situation is subject to tracking and is a violation.
- All parking spaces marked with a unit number are designated parking spaces for residents only. All parking spaces marked VISITOR are for guest parking only and for short-term periods (4 days or less). As a courtesy to other residents, please ask your guests to park in visitor spaces. Residents are not permitted to park in anyone's assigned numbered space unless the owner has granted permission.
- Extended usage of visitor parking spaces requires a parking permit. Extended usage is defined as a period of 5 days or more. An extended stay parking permit may be obtained by contacting the Management Company. Please allow a minimum of 3 business days to process. The Management Company and/or Board will issue the parking permit. The

Board reserves the authority to approve, limit the permit duration, and any subsequent renewals. The following information is required to obtain a permit:

- Reason why the permit is needed
  - Vehicle: year, color, manufacturer, model, plate #, and state of issuance
  - Effective start and end date of requested parking
- Visitor parking is for visitors only on a temporary basis, 4 days or less. Vehicles found to be in visitor spaces within the community for extended usage will be tagged with a violation notice and subsequent towing will be enacted. The vehicle owner will incur all costs.
- It is not the Board's responsibility to solve parking issues of residents who use their garages as storage units. If you have too much "stuff," rent an offsite storage unit.
- If a vehicle is oversized and does not fit into a garage with the garage door closed, it cannot be parked in a visitor parking space to compensate for this situation. The towing policy will be enforced in such matters.
- A non-resident vehicle parked in an assigned parking space, any vehicle deemed (by the Board or its agent) to be abandoned, stored, missing license plates, or displays expired registration, and any vehicle causing damage to any of the common elements (structures, landscaping, shrubbery, cement/pavement, etc.) may be towed at the owner's expense.
- Parking is not permitted in fire lanes or garage alleyways and is subject to immediate towing without prior notice at the vehicle owners expense.
- Repair and maintenance of vehicles, including oil changes, engine repairs, bodywork, and painting is not permitted within the community common grounds.
- The maximum speed allowed on the property is five (5) miles per hour. The Board and/or Management Company will render fines and/or take legal actions against repetitive violators. Owners of rental units are held responsible for their tenant's behavior and will be the responsible recipient of any rendered fines.
- Horn honking is not allowed. Please be mindful that your neighbors are in close proximity and appreciate a quiet neighborhood.
- Loud music and/or noise is prohibited while driving through the community. Residents must maintain a sensible volume level on their vehicle's entertainment system.
- Disorderly and unruly conduct that constitutes an annoyance and/or a nuisance is not allowed and is subject to disciplinary action for each violation, as determined by the Board at its discretion. Repetitive behaviors of this nature may be subject to legal actions.

- No vehicle may be advertised for sale or lease while located on the Willow Greene property.
- Washing vehicles on the property is prohibited.

#### **B. Parking – Motorcycles, Recreational Vehicles, Boats, Trailers, Go-Carts, and Dune Buggies**

- Recreational vehicles, boats, trailers, etc., cannot be stored on the premises. The Board may grant temporary permits for parking, usually for a period not to exceed seventy-two (72) hours. The request must be made in advance following the same procedure for an extended use visitor parking pass.
- Driving go-carts, dune buggies, or other types of recreational vehicles within the community is prohibited.
- Parking of motorcycles, go-carts, dune buggies, or other types of recreational vehicles on walkways and/or sidewalks is prohibited. Motorcycles are to be parked in vehicle parking spaces only.

#### **C. Parking – Commercial Vehicles**

- Commercial vehicles are banned from using any visible parking facility on the property unless they are working on a contract within the complex.

#### **D. Parking – Storage Pods**

- The temporary staging of a storage pod anywhere within the community requires written HOA Board pre-approval.

#### **E. Towing**

- Vehicles stored or parked improperly will be towed at the owner's expense. To have an unauthorized vehicle towed from your designated space, contact the Management Company.
- Any vehicle improperly parked so that it extends into the Fire Lane (beyond the red striping) may be immediately towed at the owner's expense if, in the opinion of the Board or Management Company, the vehicle could interfere with fire, police, or other emergency vehicle

## **5. Planting and Gardening**

- No owner may plant vegetation, do gardening of any kind, or place planters in the general common elements without specific written approval by the Board. The Board reserves the right to remove unauthorized planted vegetation.
- The procedure for requesting permission is as follows:
  - Submit a written request to the Management Company outlining the proposal, including (where applicable) drawings or photographs.
  - If necessary, meet with the Landscape Committee and/or Board to discuss the proposal.
  - Once written Board approval has been granted, resident may proceed with the project. Once approved, the owner is responsible for all maintenance related to same. All approved planting and gardening must be kept alive in a neat and attractive manner; all dead items must be immediately removed at the owner's expense.
- Live plants or flowers in secured containers may be placed on the front porches of units; however, the Board reserves the right to remove unsightly and neglected plants, planters, plant containers, after contacting the owner.

## **6. Animals and Pets**

- No animals, livestock, or poultry of any kind (with the exception of dogs, cats, birds, fish or other common household pets) may be kept in any unit.
- Dogs and cats must be under control of the respective owner/resident at all times. The City of Dallas has a leash law that is enforced.
- Any dog or cat not under control of their owner will subject its owner to a fine in an amount to be determined by the Board. In the case of threat to homeowners or other homeowners' pets, the Board may request that such animal be removed from the premises permanently.
- Pet owners are responsible for the immediate removal of excrement that their pets leave in the common areas. Pet owners violating this rule are subject to disciplinary action or fines and could be prosecuted by the city. Pet owners that dispose of pet waste into the creek and/or creek area are in violation of the Dallas City Ordinance. Residents that are observed doing this action will be reported to the appropriate City of Dallas enforcement agency.
- Continuous or repetitive pet noise or behavior disturbing to occupants of other units is not permitted. Homeowners may be subject to a fine for excessive pet noise or disturbance as determined by the Board.
- Pets are not allowed in the pool area.



## 7. Trash Disposal

- Dumpsters for trash disposal are placed in several locations on the property and are emptied three times per week.
- Trash collection service is as follows: An authorized trash truck and driver mechanically loads and unloads each trash dumpster. The driver does not exit his truck for any collection purpose.
- All trash must be placed inside and cannot extend outside the dumpster. The trash collector does not remove items left outside the dumpster. Any items in and extending outside the dumpster may impede, or prohibit the dumpster from being emptied.
- Residents may not block access of trash vehicles to the dumpsters, as the dumpsters will not be emptied.
- The use of plastic garbage bags is encouraged to help eliminate odors and lessen the attraction to pets and vermin.
- The dumpster doors must be closed shut after placing trash in the dumpster. This will minimize the odors in the dumpster area.
- All glass must be disposed of in plastic bags.
- Empty cardboard boxes must be flattened/broken down before placing them in a dumpster to consolidate space.
- Construction debris or fixtures such as old water heaters, appliances, or other bulky materials may not be placed into, nor left outside a dumpster. These items must be taken off the premises. If you (or your contractor) do not remove these items, they must be disposed of at the Association's expense and the homeowner will be billed to reimburse all costs to the HOA. The billed amount will include an additional fee to cover administrative costs.
- Owners must arrange for disposal of large items, such as furniture, mattresses, etc., that cannot be placed inside a dumpster. Charitable organizations will often pick up these serviceable items. If these items are left at the dumpster, a third party vendor will be engaged to remove the material from the community. The owner of the unit where the violating resident resides will be billed to reimburse the HOA for the incurred expense. The billed amount will include an additional fee to cover administrative costs.
- Hazardous materials/waste such as oil, paint, and fluorescent lamps cannot be placed in dumpsters. Venues to dispose of these materials may be located by viewing the Collin County government website, or contacting the county directly for guidance.
- Rules and warnings are posted at every dumpster. These are considered to be the 1<sup>st</sup> warning notice and therefore a zero tolerance policy is in place for dumpster rule violations

## **8. Violations and Schedule of Fines**

- Rights of owners, tenants or guests to use the common areas and recreational facilities may be suspended for violation of the Association's governing legal documents, including these rules and regulations, governing the use of these facilities or for non-payment of Association dues or assessments.
- Owners (including their tenants, guests, or pets) responsible for continuous or recurring violations of the Association's governing legal documents, including these rules and regulations, will be subject to a fine or penalty as determined by the Board. These sums will be treated in the same manner as other sums due the Association. Penalties will be assessed only after the owner has been notified in writing of the violation and when appropriate, has been given a period of time deemed reasonable by the Board in which to correct or eliminate the violation(s).
- Owners are held responsible for the violations of their tenants, guests, invitees and/or the like of the Association's governing legal documents. Refer to the "Schedule of Fines."

### Schedule of Fines

Recurring violations of the Willow Greene (WG) Association's governing legal documents, including these Rules and Regulations, are subject to assessment of a fine, in addition to other remedies the Association might be entitled to, which could include the costs incurred in connection with legal action to gain compliance. The fines are determined by the WG Board of Directors. Assessed fines are treated in the same manner as any other sums due the Association. Any costs incurred in removal of violations from the property are at the owner's expense.

Fines per incident		1 <sup>st</sup> Notice	2 <sup>nd</sup> Notice	3 <sup>rd</sup> Notice
1.	Washing car on property	Written Warning	\$50.00	\$75.00 for each additional incident.
2.	Not picking up pet waste	Written Warning	\$50.00	\$75.00 for each additional incident.
3.	Improper trash disposal and oversized items	Written Warning is posted by dumpsters  ----- For oversized items: the removal cost, plus admin fee billed to owner.	\$50.00 for first incident.  ----- For oversized items: the removal cost, plus admin fee billed to owner.	\$75.00 for each additional incident.  ----- For oversized items: the removal cost, plus admin fee billed to owner.
4.	Property vandalism	Written Warning and cost to repair	\$50.00 and cost to repair.	\$100.00 and cost to repair.
5.	Swimming Pool Rules	Written Warning	\$50.00	\$100.00
<b>Noncompliance with Rules and Regulations</b>				
1.	Visitor Parking Violations	Written warning affixed to vehicle window	Towing at vehicle owner's expense.	
2.	Landscaping guidelines	Written Warning	\$50.00	\$5.00 per day

3.	Parking commercial vehicles	Written warning affixed to vehicle window	Towing at vehicle owner's expense.	
4.	Displaying sales or rental signs	Written Warning	\$50.00	\$5.00 per day
5.	Architectural changes without prior written BOD approval	Written Warning	\$300.00	Correction of violation at owner's expense
6.	Leasing policy violations	Written Warning	\$300.00	\$10.00 per day

7.	Failure to submit completed Resident Form	Written Warning	\$100.00	\$10.00 per day
8.	Submitting false information on Resident Form	Written Warning	\$50.00	\$10.00 per day
9.	Failure to install a satellite TV dish in designated location.	\$50.00	If installed incorrectly, \$5.00 per day if not corrected within 30 days after receiving a violation notice of faulty installation.	\$200.00
10.	Any other Guidelines in these Rules and/or the Association's governing documents.	Written Warning	\$50.00	Correction of violation at owner's expense, or additional fines as determined by the HOA Board.

## 9. Resident Forms, Notification of Rental or Sale

- Owners are required to complete and submit a resident form. The request schedule is determined by the HOA Board of Directors. The management company will mail a blank resident form (see sample form in addendum) to all owners. Completed forms and all supporting documentation must be returned to the management company. All owners are responsible to ensure that a timely and accurate resident form is on file with the management company. Any changes of unit occupancy status requires the submission of an updated resident form at the time of change. Failure to provide a resident form will subject the owner to fines. New owners are responsible to provide a resident form within 60 days of unit purchase.

- Owners who desire to lease their unit must submit a request to seek written pre-approval from the Management Company and the Board. Failure to seek prior written approval will result in a series of fines or other actions.
- For additional details about the rental policy, refer to the Association's Leasing Policy. Contact the Management Company for any questions regarding the most current version.

## **10. Display of Signs**

- "For Sale" or "For Rent" signs are not allowed on the property. Owners will be fined for signs in windows.
- School spirit signs are allowed. The size of the sign must not exceed 12" X 12".
- With the exception of political signs, no sign or advertisement (except school spirit signs noted above) may be posted anywhere in the complex without prior written approval from the Board of Directors. All non-approved signs will be removed.

## **11. Mail Facilities**

- The U. S. Postal Service will not deliver the mail if access to a mailbox is blocked in any way.
- No sign or advertisement may be posted on the mailboxes or anywhere else on the property without prior written approval from the Board.
- The mail station kiosk is part of the common elements maintained by the Association. However, the Association is not responsible for the maintenance of the mailboxes, or for providing or replacing keys. For replacement keys or maintenance of the lock mechanism, contact a locksmith.
- If you need to identify the assigned mailbox number for your unit, contact the mail carrier that serves the community.

## **12. Dickerson Street Gate**

- The gate is designed to close after each vehicle. Tailgating could cause damage to your vehicle.
- Remote openers are available for purchase from the Management Company.

## **Section II – MONTHLY DUES AND SPECIAL ASSESSMENTS**

### **1. Definitions and Purpose**

- Monthly dues are used to provide funds to pay utilities, maintain the common elements, and repair and improve our property at Willow Greene and to fund other Association expenses.

### **2. Determination of Monthly Dues**

- Monthly dues are determined by the Board in accordance with Article IV, Section 4.01 and 4.05 of the Declaration and Master Deed for Willow Greene.
- Determination of monthly dues usually takes place towards the end of the calendar year and is based on the following year's budget and projected long-term expenses.
- Monthly dues are constantly under review and are subject to change, as determined by the Board, in accordance with the provisions of the Declarations.

### **3. Special Assessments**

- The Board is empowered to levy special assessments to cover the costs of major repairs and capital expenditures when they are required.

### **4. Collection of Monthly Dues and Assessments**

- The Board has empowered the Management Company to collect all monthly dues, special assessments, and if any are required or levied, fines and other monies owed to the Association, as provided in the Bylaws.
- Monthly dues must be received by the Management Company by the first day of each month. Due dates for special assessments may differ but are usually the first day of the month.
- The Association and its agents are authorized to use accepted business practices to collect all past due assessments, fines, and other monies owed to the Association. Homeowners are liable for any collection expenses.
- In accordance with the Association's governing legal documents, the Board has the authority to initiate legal action to place and record a notice of lien on a delinquent owner's unit.
- The Association has an auto-debit (EFT) program for the collection of monthly dues and assessments. Contact the Management Company for details.
- See addendum for further information regarding the Willow Greene Homeowner's Association outstanding balance collection policy.

## **5. Application of Payment Policy Collection**

The Association has a recorded Application of Payments Policy, recorded in 2007, which may be amended and/or supplemented by the Board from time to time; such policy shall be controlling to the extent any conflicts exist herein.

## **Section III – ARCHITECTURAL CONTROL**

### **1. Responsibility**

- The architectural integrity of Willow Greene is the responsibility of the Board. Protective restrictions are in effect to help maintain the appearance and value of Willow Greene.
- The Board has the authority to approve or reject any change or alteration (e.g., building porch, wall, fence, patio cover, and lighting) to the exterior of a unit (referred to as all general and limited common elements) as provided in the Declarations.

### **2. Alterations**

- Visible alterations, such as exterior paint, as well as alterations, repairs of or additions to your property that would substantially affect the exterior appearance thereof, require prior written approval from the Board and must conform to architectural standards. These alterations include the installation of storm doors or windows, hot tubs, exterior lighting fixtures, latticework, lanai structures, etc. Refer to Section 5.02 of the Declaration regarding alterations, additions and improvements.
- The procedure for requesting permission is as follows:
  - Submit a written architectural request to the Management Company that outlines the alterations planned, including (if possible) architectural plan, photographs, etc. This can be done by mail or via the owners' portal.
  - If necessary or required by the Board, meet with the Board to discuss the proposed plan.
  - Once written Board approval has been granted, proceed with your project.
- It is not the intent of the Board or the Architectural Committee to stifle the imagination or creative desires of any resident. Each project submitted will be reviewed as to the architectural integrity of Willow Greene, the dictates of the Master Deed, Bylaws and other governing legal documents of the Association, and the possible increased cost of maintaining the proposed alteration, in addition to other factors the Board might need to take into consideration. The Association is not responsible for any maintenance, repair or replacement for any and all architectural changes or alterations made by a unit owner, even if such changes were authorized.

### 3. General Guidelines

#### A. Window Coverings

- Window coverings of each unit must look uniform when viewed from outside the unit. The color selection of blinds, draperies, shades, and shutters is limited to neutral color shades such as white, off-white, and light gray. Window treatments such as bed sheets, linens, cloth, flags, or other unorthodox materials or solutions is prohibited.
- Exterior blinds are not allowed on porches, balconies or patios. The installation of screens or sun-shades on balcony enclosures require written Board pre-approval.

#### B. Storm Doors

- The Board has approved a full-glass storm door in black with brass trim for installation on front doors. (Anderson #3000FV – available at Home Depot). Storm doors for rear patio doors may be half doors with split panes and screen.
- A letter to the Management Company requesting approval to install a storm door is required. Once you have received written approval, you may purchase and install the storm door, or the Association will have it installed at no cost to you.

**Note: The exterior wood front doors are extremely expensive for the Association to replace. Since the installation of a storm door helps to maintain the integrity of the expensive wood doors, the purchase of a storm door by the owner is required in order to receive a new wood front door.**

#### C. Wooden Front Entrance Door

- If it becomes necessary to replace the door hardware, including handle and locking mechanism, you must choose a bronze replacement. This is the owner's responsibility.
- Authorized stain for the wooden front door is Sherwin Williams SW 3122 Harvest Wheat. If this color is discontinued, the Board will designate an alternative color

#### D. Garage Doors

- The Association has replaced all the wooden garage doors with aluminum doors.



- Owners are responsible for the maintenance of the garage door and ancillary hardware. This includes the spring, track, rollers, hinges, and opener.
- Physical damage to the garage door that is externally visible and cosmetically unappealing to the general appearance of the community is the owner's responsibility to repair/replace. Failure to do so may be considered to be a violation and subject to mandatory resolution.

#### E. Patio Fences/Gates

- Decorative lettering, insignias, or other objects are not allowed on the exterior of the patio fences or gates without prior written Board approval.

#### 4. Unauthorized Changes

- Should any resident make any unauthorized exterior changes to any unit or the common area without the prior written approval described, the Board may direct that the unauthorized changes be removed and/or corrected and the property restored to its original state. If the HOA should incur any costs for restoring the property to its original state, the costs will be billed back to the owner for reimbursement.
- The Board, at its discretion, may assess appropriate charges and/or fines against the unit owner for unauthorized changes.

#### 5. TV and/or Internet Service - Satellite and Cable Access

- Satellite TV Service – refer to the addendum for correct placement of satellite dish.
- Cable TV and/or Internet Service Rules
  - When cable is installed to provide TV and/or Internet service, the service provider is to submerge the cable and tunnel it completely under the landscaped areas. The portions of the cable that are forced to briefly run on the concrete surfaces at the building ends near the distribution panels are to be dressed and secured properly and when necessary with a conduit protective sleeve. Usually cable providers will surface route the cable on the landscape areas during the initial installation activity. The service provider normally returns within 7-14 days to submerge/tunnel the installation. It is the owner's responsibility to follow up with the service provider to assure this action takes place. Cable not properly routed per the Willow Greene guidelines will be subject to removal and/or fines imposed upon the owner after a reasonable timeframe as determined by the Board.
  - If landscape is damaged during the cable installation, the Board will schedule necessary landscape repair, the cost of which will be billed back to the owner.

## Section IV – LANDSCAPE GUIDELINES

1. The Board and/or Landscape Committee approves the following items:
  - Pots for containers in natural stone color are approved for front porches and balconies.
  - Small statuary on front porches.
2. The following items are restricted from front porches or common areas, including driveways:
  - Plastic flowers or greenery
  - Trellises
  - Empty pots or dead plants.
  - Fountains
3. Additional Restrictions
  - Any pots or planters on patios with low fences must have live plants.
  - Positioning of containers or planters on driveways, sidewalks or ground cover outside of individual units is not allowed. Written Board pre-approval must be obtained in these circumstances. When approved, the owner retains responsibility to maintain the vegetation within the container and ensure that it does not overgrow into the common landscape areas.
  - Hanging objects, including plants on rear patio gates is not allowed.
  - Vines on patios must be contained and are not allowed to attach themselves to the condo's exterior walls, or exterior wood patio fences.
  - Patio umbrellas must be kept in good condition and closed when not in use.
  - Exterior lights celebrating nationally recognized holidays must be removed within 10 days after the holiday has ended.
4. Safety and Emergency Considerations:
  - Front door numbers should be in clear view for any emergency personnel.
  - Entrances of front porches should be easily accessible and may not be obstructed by planters or other items.
  - Planters on balconies should be stabilized to prevent them from falling.
  - Special attention should be given to items placed on balconies to prevent injury to persons or vehicles below.
5. Flag and Flag Pole/Flag Holder
  - An owner or resident may display the flags below, so long as the flag is maintained in good condition and any deteriorated flag must be repaired, replaced or removed.
    - The flag of the United States of America
    - The flag of the State of Texas; and/or

- An official or replica flag of any branch of the United States armed forces
- An owner may not locate a displayed flag or flagpole on property that is
  - owned or maintained by the Association; or
  - owned in common by the members of the Association (the common elements).
- Flag holders may be installed in the back of the unit or outside of front doors, but not implanted in the ground.
- An owner may not install more than one flagpole on the owner's property. Such flag pole must be attached to any portion of a residential structure owned by the owner; the owner must make a request in writing to the Association for review and approval of the size of any flag pole proposed to be attached to any portion of a residential structure owned by the owner. An owner must receive written approval from the Association regarding the proposed size of such flag pole prior to the installation of same.
- Any flag displayed must not be greater than 3' X 5' in size.

## **Section V – POOL, SPA, AND POOL AREA RULES**

### **1. General Information**

- The pool is gated and is secured by a combination key-pad. The combination may be obtained from a Board member, or the Management Company. For security and other concerns, the combination should not be shared with non-residents.
- Each unit is allowed two guests at the pool or spa. A resident must accompany all guests while they are at the pool or spa.
- Private pool and/or spa parties require prior written Board approval.
- Any violations of the pool and spa rules, injuries, or any damage to the pool, spa, or pool area must be immediately reported to the management company.

### **2. Pool and spa hours are posted at the pool and are subject to change by the Board.**

### **3. Pool and Spa Use Rules**

- Read and adhere to all policies and rules posted at the pool area.
- For safety reasons, it is recommended to NEVER SWIM ALONE.
- No lifeguard is on duty, swim at your own risk.

- The use of personal beauty aids such as shampoo and body wash are prohibited from use in the pool or spa.
- Recognized swim attire is allowed in the pool. You may not swim in street clothes, cut-off jeans, shorts, or without a swimsuit.
- Do not swim in the pool after applications of suntan oil or lotion.
- No pets of any kind are allowed in the pool area.
- Only plastic or metal containers are allowed in the pool area. Glass bottles and glass containers are specifically prohibited.
- No eating, drinking, or smoking in the water.
- Use the restroom – NOT THE POOL.
- To avoid injury to self and others, do not throw metal pull-tabs or bottle caps into the pool or on the pool deck.
- Place trash in the containers provided or in the trash dumpsters located on the property.
- Only water toys are allowed inside the pool area.
- No skate boards, roller skates/blades, bicycles, tricycles or sharp objects are allowed in the pool area.
- No dangerous or boisterous water games are allowed in the pool area.
- A resident must accompany guests. There can be no more than two guests allowed per resident.
- An adult resident must accompany any child under fourteen (14) years of age.
- Absolutely no running, horseplay, or diving.
- Improper conduct, loud music, or offensive language is not tolerated.
- Persons with skin abrasions, open blisters, cuts, any skin disease, sore or inflamed eyes, a cold, nasal or ear discharge, or any communicable disease is not allowed in the pool.
- Do not remove pool safety devices from the pool area or use for other than their intended purpose.
- Treat poolside furniture with care and do not remove the furniture from the pool area.

#### 4. Spa Use Guidelines

- Elderly persons, pregnant women, infants, and those with health conditions requiring medical care should consult with a physician before entering the spa.
- Unsupervised use by children under the age of fourteen (14) is prohibited.
- Hot water immersion while under the influence of alcohol/drugs, or while taking medication may lead to serious consequences and is not recommended.
- Do not use the spa alone due to safety concerns.
- Long exposure may result in nausea, dizziness, or fainting.

#### **Section VI – RESPONSIBILITIES OF THE MANAGEMENT COMPANY**

- The Management Company, subject to the supervision of the Board, handles all functions pertaining to the day-to-day operation and management of Willow Greene (including the collection of all monthly dues, special assessments, and fines). Any concerns or problems regarding Willow Greene or your specific unit should be reported to the Management Company during their regular business hours.
- The Management Company is the first point of contact when you have problems with your unit or common areas. Their phone system is active 24 hours per day for messages.
- Problems regarding an individual unit, with the exceptions of exterior walls, roof, and foundation are not the responsibility of the Association, and will not be attended to by the Management Company or their staff.

## **Section VII – INCIDENT REPORTING AND EMERGENCY NUMBERS**

### **1. Incident Reporting**

- The Association is not an insurer or guarantor of security or safety within the community. The police and/or fire station should be contacted immediately in an emergency.
- The Dallas Police Department and Fire Department have stations nearby. In any emergency your first call should be 911. Call 311 for non-emergency situations.
- Please notify the Management Company of any security incidents. The Management Company will inform the Board so appropriate action can be taken and records of the incident maintained.
- All emergencies pertaining to Willow Greene should be reported as quickly as possible to the Management Company.
- Emergencies of a personal nature and those not the responsibility of the Association, the Management Company, or their representatives, should not be reported to the Management Company.

### **2. Emergency Telephone Numbers**

Emergency – Police, Fire, Ambulance	911
City of Dallas Services (non-emergency)	311

*Note:* Because our property is located in a taxing unit (Dallas) that extends into a neighboring county (Collin County), more than one county appraisal district appraises our property. Property information must be filed with both county taxing units.

# Addendum

## Willow Greene Homeowner's Association Outstanding Balance Collection Policy

### Outstanding Balance

### Action by HOA

1 x Monthly Dues

Statement from Management Company  
indicating balance due

2 x Monthly Dues

Certified Letter from Management Company  
demanding payment

3 x Monthly Dues

Certified Demand Letter from the  
Association's attorney

4 x Monthly Dues

Association's attorney files a Notice  
of Lien on the Property

5 x Monthly Dues

Association's attorney posts property for  
foreclosure on the first Tuesday of  
the succeeding month

## **SATELLITE DISH PLACEMENT**

Satellite dishes installed prior to the issuance of this document are grandfathered. The location of newly installed satellite dishes is governed by this addendum.

### **General Rules**

Under no circumstances is a satellite dish to be installed on the roof, attached to a chimney, or located on a building's south facing exterior wall (example A).

A dish installed within the ground level patio of a south-end building unit is to be mounted on a stand and it cannot be seen above the patio fence height, unless an acceptable signal cannot otherwise be obtained.

Upper level units with a balcony located at the south-end of a building cannot install a dish on the common exterior wall below, or to the side of the balcony (example B). A dish may be installed on a stand within the balcony, but not protruding beyond the exterior wall.

All exterior cabling must be dressed and secured along the entire cable length prior to entry into the unit. The installation of an exterior splitter box is prohibited, unless there is a valid technical need to do so. Normally, the distribution of service to multiple locations within a unit must be accomplished internally.

The HOA reserves the right to paint all cable and ancillary hardware to match the exterior color of the exterior wall. All painting costs will be billed to the owner.

Violations are subject to fines, plus the owner will be responsible for the dish removal and reinstallation. The owner is also responsible to reimburse the HOA for any incurred repair costs.

Example A prohibited



Example B prohibited





## **Units with a west facing exterior wall in the garage alleyway**

These units may install a satellite dish on the exterior wall above the garage, or off to the side of the garage if there is an impeding window.

Units with a garage alleyway west-facing wall with southern exposure are:

301, 302, 303, 304, 305, 306, 307, and 308  
401, 402, 403, 404, 405, and 406  
701, 702, 703, and 704  
801, 802, 803, 804, 805, 806, 807, and 808  
1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, and 1012  
1201, 1202, 1203, 1204, 1205, 1206, and 1207  
1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, and 1409  
1601, 1602, 1603, 1604, 1605, 1606, and 1607  
1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, and 1809  
2001, 2002, 2003, and 2004  
2201, 2202, 2203, and 2204  
2401, 2402, 2403, 2404, 2405, and 2406

## **Examples**



## **Units not having a west facing exterior wall in the garage alleyway**

Installation of a satellite dish for units in this category can be a challenge since exterior configurations vary by unit. Therefore, the HOA offers a number of options:

1. Dish can be installed on an exterior wall above the patio area to just under the roof line (example C). The dish cannot be mounted on any exterior trim.
2. The dish can be installed on a stand within the area of the ground level patio.

3. Units that have a south facing exterior wall located within the alleyway (examples D and E) may install a dish on the exterior wall below the roof level.

Units included in this category are:

101, 102, 103, 104, 105, 106, 107, and 108  
201, 202, 203, 204, 205, 206, and 207  
501, 502, 503, 504, and 505  
601, 602, 603, 604, 605, 606, 607, and 608  
901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, and 912  
1101, 1102, 1103, 1104, and 1105  
1301, 1302, 1303, 1304, 1305, 1306, and 1307  
1501, 1502, 1503, 1504, 1505, 1506, 1507, and 1508  
1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710, and 1711  
1901, 1902, 1903, 1904, 1905, and 1906  
2101, 2102, 2103, and 2104  
2301, 2302, 2303, and 2304  
2501, 2502, and 2503

Example C



Example D



Example E



## SAMPLE RESIDENT FORM

Willow Greene Resident Form (SAMPLE)
<p>Return this form with supporting documentation (as required) using either of the following methods:</p> <p>Sample form: Actual form when provided will denote the current property management address.</p>

**Unit Number:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Owner Information: List first and last names of all owners: \_\_\_\_\_

Owner's mailing address (if different than property)

Street: \_\_\_\_\_

City: \_\_\_\_\_

State/Country, Zip/Postal Code: \_\_\_\_\_

Owner's Telephone #s Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

Email address: \_\_\_\_\_ Preferred method of contact: phone \_\_\_\_\_ email \_\_\_\_\_

Emergency: (Please provide name, relationship and phone number of someone we can contact if unable to reach you.)

\_\_\_\_\_

**ON-SITE RESIDENTS:** List first and last names of all adult occupants or state "**same**" if one and same as owners. Please provide contact phone number.

Resident's Name/Phone Number: \_\_\_\_\_

Resident's Name/Phone Number: \_\_\_\_\_

Resident's Name/Phone Number: \_\_\_\_\_

Resident's Name/Phone Number: \_\_\_\_\_

IF OCCUPANTS ARE DIFFERENT THAN THE OWNERS, ARE THEY RELATIVES? YES: \_\_\_\_\_ NO: \_\_\_\_\_

IF YES, WHAT IS THEIR RELATIONSHIP TO THE OWNER: \_\_\_\_\_

ARE THE OCCUPANTS TENANTS? YES: \_\_\_\_\_ NO: \_\_\_\_\_

**IF YES, PLEASE PROVIDE A COMPLETE COPY OF THE CURRENT LEASE WITH THIS FORM.**

Tenants must also provide the association with emergency contact phone numbers:

\_\_\_\_\_  
Name, relationship, and phone number of emergency contact phone number for tenant.

**ON-SITE VEHICLES:** All vehicles on property must be registered and bear valid license plates.

_____/	_____/	_____/	_____/	_____/	_____/
Make	Model	Year	Color	License Plate #	State
_____/	_____/	_____/	_____/	_____/	_____/
Make	Model	Year	Color	License Plate #	State
_____/	_____/	_____/	_____/	_____/	_____/
Make	Model	Year	Color	License Plate #	State

## CONDOMINIUM MAINTENANCE RESPONSIBILITY CHART

ITEM	ASSOCIATION RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
Grounds, including all landscaped and paved areas and improvements thereon lying outside the main walks of the buildings with the exception noted herein.	All; exceptions as noted.	Cleaning and routine maintenance of patios, balconies, and limited common elements adjacent to the unit; replacement or maintenance of planting areas adjoining or abutting unit; improvements on the patio and balconies to include trimming and weeding of shrubs, vines and trees.
Building exterior, roof, vertical walls and foundation	All aspects	None
Front entrance, patio and balcony doors	Repair or replacement of front entrance, patio, and balcony doors, trim and frame as needed. Front entry wood doors will not be replaced or re-finished without the owner installing a storm door.	Interior side of front or patio door, all hardware, threshold, weather stripping and door sills are the responsibility of the owner.
Storm door	Installation	Purchase and delivery. Approved style is Anderson #3000FV, black with brass hardware. Maintenance of hardware, glass, and screens.
Windows and Screens	Exterior window caulking	Routine cleaning (inside and out), interior caulking and sealing, repair of window mechanisms and replacement of broken panes and screens. Storm doors and windows in all aspects.
Plumbing/Sewer lines and related equipment	All water and sewer lines serving the common community including the exterior faucets.	All portion of the plumbing/sewer lines within a unit and lines servicing only that unit including fixtures and appliances attached thereto, including the hot water supply lines. Damage to a unit originating from causes initially occurring within the unit are the responsibility of the unit owner.

Electrical and related systems		All except electrical and related systems serving only one unit included within the exterior of the unit, except as otherwise noted.	All of unit interior and exterior fixtures that are controlled from inside of unit, including lights (replacement of exterior light fixtures must be bronze in color), doorbell, security, etc.; appliances attached thereto, including the portion of the heating and cooling systems within, or that connects exclusively with, the unit; any damage to the interior of a unit from electrical and related systems, the maintenance of which is the responsibility of the unit owner.
Heating and Cooling System		None	All Aspects.
Appliances		None	All aspects to include HVAC, refrigerator, stove, disposal, washer, dryer and associated exterior ducts, and hot water heater.
Patios		None	Light Fixtures, patio cleaning and maintenance. Replacement fixtures require written HOA pre-approval.
Swimming Pool, Cabana, and surrounding Common Elements	General	All Aspects	None
Designated Parking Spaces		All; exceptions as noted.	Routine cleaning and maintaining closed garages.
Stairwells		All Aspects	Routine cleaning for entry halls if exclusive to a unit
Garage Doors		One time replacement of wood door with aluminum unit.	Maintenance to include, spring, track, rollers, hinges, and opener. Externally noticeable door damage.
Pest Control		Termite and carpenter ant treatment; rodent control on the exterior only.	All interior with the exception of treatment for termites and carpenter ants.
Protective bollards		Manages repairs and/or new installation.	Work order required for repairs. New units require written HOA pre-approval. Cost of repairs, or for new installation.

Notes: The items on this chart are intended to represent examples only and are not intended to be all-inclusive. For information concerning other items not included hereon or for further elaboration and elucidation with regard to the items included hereon, reference is to be made to the Declaration of the Association, which are to all things controlling.

Purposely left blank for notes: