



**VILLAGE
BY THE
CREEK**
RULES & REGULATION



McCawPropertyManagement.com



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OUR MISSION

Our goal at McCaw Property Management is to give our owners and residents the ultimate property management experience by providing pleasant, professional, and honest service. We will work hard to maintain our commitment, and strive to exceed expectations every step of the way.



RULES & REGULATION

Revised January, 2013

SECTION A - THE ASSOCIATION

I. Village by the Creek Owners' Association, Inc.

- A. This Association of Townhome owners is a Texas non-profit corporation. Its Purpose is to perform (for the owners) those responsibilities of maintenance and Management tasks that normally are part of home ownership.
- B. The Association manages all the land and improvements in Village by the Creek herein after referred to as "VBC" except those portions deeded to individual owners. Patios and enclosed backyards are considered "Limited" Common Elements and are solely for the use of the owner of that unit.
- C. The By-laws of the Association delegate management to an elected Board of Directors. Homeowners elect the Board of Directors at the annual Association Meeting either in person or by proxy. All owners and residents of VBC are subject to the rules of the Association governing documents and amendments by the Board of Directors. The Board of Directors is authorized to delegate such daily responsibility of management to a professional management company skilled in such service.

II. SERVICE TO HOMEOWNERS AND RESIDENTS

- A. **Services for maintaining the General Common Elements consist of ground maintenance (lawn mowing, watering, feeding, pruning, trimming and weeding);**
Trash collection; grounds repair and cleanup; maintaining the exterior lighting system; and, maintenance of the exterior of each unit in accordance with the Declarations & Bylaws.
- B. **Assessments for services (association dues):**
 - 1. Services are funded from the monthly assessment paid by each Town home Owner. **All assessments including monthly assessments (dues) and Special Assessments are mandatory** and if not paid when due, will result in late charges and a lien against the town home.
 - 2. Default by any member of the Association in payment of the monthly assessment, any special assessment or any other amount owing to the Association, including fines levied by the Board of Directors, will be cause for suspension of the member's voting rights and his/her privilege to use the common elements until his/her assessments have been paid plus any cost of collection, including interest.

III. DEFINITION OF THE GENERAL AND LIMITED ELEMENTS & OWNER

- A. **General Common Elements** consist of all the land, foundations, and exteriors of buildings, drives, lawns, shrubs and parking areas.
- B. **Limited Common Elements** consist of all patio structures, backyards and front yards serving exclusively a single or one or more adjoining units.
- C. **Owner Maintenance**
 - 1. An owner shall maintain and keep in repair the interior of his/her own unit, including the fixtures and equipment installed with the unit, commencing at a point where the utility lines, pipes, wires, conduits or systems (which are hereafter referred to as "utilities") enter the unit including utilities that specifically serve each unit (e.g., HVAC, breakers, meters and the like). Owner shall be obliged to promptly repair and replace broken or cracked glass in windows and all doors including exterior doors that do not meet city code.
 - 2. Owner is responsible for Electrical Breaker Boxes and A/C Condensing Units and shall keep such maintained in accordance with City Code. Owner is responsible for ANY damage to the unit, adjacent unit(s) and/or common areas caused by owner, owner's tenant, contractor and/or guests as described in and subject to Village by the Creek's Declarations of Covenants and By-Laws and Chapter 82 of the Texas Property Code.
 - 3. Owner is also responsible for the proper maintenance of his/her enclosed backyard including mowing and cleanliness.
 - 4. An owner shall be responsible for any and all damage caused by such owner, owner's family, owner's guests or owner's Renter or Tenant to the Common Elements including damage caused to Sprinkler Systems, Lighting Fixtures, siding and to roofs by unauthorized walking on roof.

IV. MONTHLY ASSESSMENTS - DEFINITION AND PURPOSE

- A. Monthly assessments (also commonly referred to as “maintenance fees” or “Homeowner dues”) are used to provide operating, Maintenance and repair funds for VBC.
- B. Determination of monthly assessments, set by the Board of Directors and ratified by the membership for all increases exceeding 5% annually, usually takes place after the close of the Association’s fiscal year (December 31). The actual amounts of the monthly assessments will be based upon the operational budget for the Association.
- C. Monthly assessments are constantly under review and are subject to change on an as needed basis, subject to the provisions of the Declarations.

V. COLLECTION OF MONTHLY ASSESSMENTS

- A. The Board of Directors has empowered the Association Accountant and/or Managing Agent to collect all monthly assessments (dues), special assessments (if any are required or levied), and fines and other monies owed to the Association in conjunction with the terms set forth in the Association By-Laws.
- B. The following procedure will be used for collection:
 - 1. Monthly assessments (dues) are payable on the 1st day of each month to BVVP Compass Bank ONLY as outlined on the Statements mailed to all owners. Payments are NOT to be paid to the Managing Agent or directly deposited at Compass. They must be mailed thru the Compass Lockbox procedure as indicated on the Statement for appropriate credit.
 - 2. There will be a late charge on all assessments postmarked after the 10th of the month the assessment is due.
 - 3. The Association and its agents are authorized to use standard dunning procedures to collect all past due assessments, fines and other monies owed to the Association.
 - 4. In accordance with the VBC Association By-Laws, the Board of Directors has authorized the Managing Agent to initiate (when appropriate and after Board approval) legal action (i.e. property liens) and/or Non-Judicial Foreclosure Proceedings on those units of all homeowners who are delinquent in paying their monthly or special assessments, fines and other monies owed to the Association.

SECTION B – GENERAL

I. PARKING & AUTOMOBILE SAFETY

A. Parking – Vehicles

- 1. All vehicles parked in the parking areas on a daily basis, must be registered with the Owners’ Association. A vehicle will be considered registered when the Association has been furnished ON THE APPROPRIATE VBC FORM with the make, model, year, color and license number of the vehicles to be parked on the property and which unit the vehicle is registered to. Each unit is permitted to register two (2) vehicles. ONLY a homeowner or resident may register a vehicle.
- 2. Each unit is limited to two (2) parking spaces. There are a few concrete parking spaces located adjacent to the common grounds. These are designated for visitors.
- 3. Guests are limited to parking for a period not to exceed Thirty Six (36) hours. Overnight guest parking will not be permitted on a regular basis. (Regular basis means to exceed three days in a row, and not on a 24-hour daily basis) any homeowner wishing to make arrangements for guest parking that would exceed 24 hours or that would be considered a regular basis, should contact the Board of Directors through the management company. Failure to follow this rule will result in a fine and/or towing of the vehicle at the owner’s expense.

TOWING -VBC is contracted with a towing service that patrols the complex on a daily basis. Vehicles backed in, cross parked, wheels on grass exceeding parking stop, or parked in unassigned parking spaces without written permission are subject to immediate towing without notice at owner’s expense. Vehicles parked in back of units will be towed immediately.

- 4. Parking in fire lane when so designated is prohibited by the City of Dallas. Any vehicle improperly parked so that the vehicle extends into the fire lane (beyond the red striping) is also prohibited by the City of Dallas. This represents a hazard to fire, police and emergency vehicles. Violators’ automobiles are subject to being towed at the owner’s expense.

5. No vehicles of any kind are permitted to be stored or to be parked so that it would cause damage to any of the common areas (grassy areas, shrubs, landscaping, Sprinklers, etc.). Vehicles without current License and Registration stickers are forbidden. Vehicles found in violation with expired License and/or Registration in excess of 30 days expiration will be towed immediately at owner's expense.
6. The major repair of automobiles and any other vehicles is not allowed on the property of VBC. Violators (Town home owner of where repair is performed) will be fined.
7. **The maximum speed allowable by City Ordinance is 35 MPH.** Any vehicle exceeding this limit or driving recklessly will be reported to the proper authorities. Owners and/or tenants may be subject to a fine and other disciplinary action from the Association for each violation, as determined by the Board of Directors. No excessive horn honking or music. No Bass or boom box noise that can be heard outside the vehicle.
8. No excessive noise that disturbs our neighbors such as loud music. No backing into parking space. All vehicles must be pulled in forward or be subject to immediate towing. No advanced notice will be given.
9. No vehicle washing or vehicle repairs will be permitted on VBC premises.
10. No vehicles may be advertised for sale or lease on the property. The exception being the owner's designated parking space.

B. Parking – Additional Vehicles, Recreational Vehicles, Boats, Trailers, Semi Trucks

1. Recreational vehicles, boats, trailers, buses or Semi Trucks, etc. cannot be stored or parked on the premises without prior written approval from the Board of Directors. The Board of Directors is expressly vested with the authority to grant temporary passes for recreational vehicles, boats, trailers or other vehicles for a period not to exceed 72 hours during the weekend. Such permission must be in writing from the HOA.
2. Vehicles stored or parked improperly will be towed away at the owner's expense.

II. GROUNDS MAINTENANCE – PLANTING, GARDENING

- A. No planting of shrubs, gardening or Landscaping of any kind may be done by an individual in the General Common Elements without specific written approval of the Board of Directors.
- B. Owners and/or renters are responsible for the proper maintenance of their yards and patios. Failure to comply will be subject to fines against owner of unit, which may be passed on to renters' costs.

III. ANIMALS – PETS

- A. All animals living within VBC that reside with any homeowner or tenant must be registered with the Association or that animal will be permanently removed from the property. An animal will be considered registered when a full description of the animal, including approximate size, weight, color, breed and any identifying marks is filed in writing with the Association.
- B. Only two animals per unit are permitted with a maximum weight not to exceed 50 lbs each. No pit bulls, Dobermans or Rottweiler's will be permitted anywhere on the complex. Upon Violation, Owner will be notified and allowed five (5) business days to have the animal removed beyond which time, an initial \$200.00 Fine plus \$10.00 per day will apply until written certification from the owner that the animal has been removed is received by the Association.
- C. Pet owners will be responsible for the immediate removal of their pet's waste left on any common area or element anywhere on the property. In addition, the smell of any animal excrement that is found disturbing other occupants and originating from a unit or a unit's enclosed yard must be removed. Any pet found in violation will subject their owner to a fine determined by the Board of Directors and/or subject the pet to permanent removal from the property.
- D. Pets should not be left unattended in enclosed yards. Pet noise and behavior disturbing to occupants of other units will also subject the pet owner to a fine as determined by the Board, and the pet will again be subject to permanent removal from the property.
- E. No animal, livestock or poultry of any kind may be raised, bred, or kept in any town home or patio (with the exception of dogs and cats).
- F. Dogs and cats must be under control at all times. VBC requires all dogs to be kept on a leash. Also, there is a leash law in the City of Dallas, which will be enforced by local authorities.
- G. Any dog or cat not under the control of their owner will subject their owner to a fine to be determined by the Board of Directors. In addition to imposing a fine with respect to a single animal, the Board of Directors may request that such animal be removed from the premises permanently. Any animal found wandering without a lease will be removed from the property.

IV. TRASH DISPOSAL

- A. **DUMPSTERS....**All trash must be placed inside the dumpsters. Large items must be broken up to fit in the dumpster. All trash (which includes plastic trash bags and heavy trash, i.e., stoves, tubs, etc.) not placed in the dumpster and left anywhere on the property or placed outside the dumpster, will constitute littering by the homeowner and/or tenant responsible and a fine will be assessed. Stacking trash bags adjacent to the dumpsters will also be considered littering.
- B. **TRASH PICK UP DAYS....**All trash is to be put in tied plastic bags and placed in that unit's trash can only.
All trash cans when not out front on pick-up day are to be stored on the patio only. Cans not stored properly or cans overstuffed so the lid will not close will be subject to removal and/or fines. No cans without lids are permitted.
It is up to the owner and/or resident to contact the city at 311 to request a new can.
- C. Heavy trash pick up is the responsibility of the homeowner/tenant. Large items may not be placed at the dumpster site.
- D. Littering at VBC is not permitted and will subject the homeowner/tenant responsible to a fine determined by the Board of Directors. Patios and backyard areas are to be kept neat and clean. No trash, debris, litter, garbage, furniture, appliances and /or junk can be stored on the patio or in the backyard area. Notice shall be given of said violations and the owner tenant shall have 5 days to remove same or it shall be removed without further notice and the owner/tenant fined for the cost of said removal. No exceptions!
- E. The use of plastic trash bags is required to help eliminate odors and lessen the attraction to pets and vermin.

V. ADDITIONAL VIOLATIONS

- A. No loud exterior parties, drinking, fighting, no bass boom box or loud radio noise, etc. No playing of cards, dice and dominos, etc. in the front of the units. No sitting or standing in front of units. This type of activity must be done on the back patio area. Any chairs, tables, and/or stools, etc. found on common areas will be removed at the owner's expense. Absolutely no use of firearms permitted! An Eviction Demand by the Association will be made immediately upon complaints received against Residents or guests witnessed firing guns on the complex property.
- B. **No Loitering!** There have been arrests of individuals involved in Drug Dealing on several occasions. VBC has adopted a "zero tolerance" stance against such activity that attracts undesirable individuals to the complex; creates undesired examples and makes undesired impressions on the youth of the complex; and, substantially contributes to the lowering of the overall market value of the complex. Therefore, suspicious persons constantly milling around the exterior of a unit, whether residing in said unit or not, will be investigated and if said investigation so warrants, will be removed from the complex and the owner of said unit will be fined. Once cited, the return of said individual(s) will result in charges being filed for trespassing. Due to fire hazards, no use of fireworks will be permitted anywhere on the complex. Violations will result in an immediate \$500.00 fine for the first offense and a Demand for Eviction thereafter.
- C. The right of the owner, his/her tenant and/or guests to use the common areas INCLUDING PARKING may be suspended by the Board of Directors for violation of the rules and regulations governing the use of these facilities (in addition to suspension for non-payment of association dues.) No use of any Common Area is permitted without written permission from the HOA.
- D. Owners are responsible for the adherence of these Rules and Regulations, by themselves or by their tenants, guests or pets, and will be subject to fines upon Violation as determined by the Board of Directors. With exceptions as listed herein, no additional notice other than these Rules & Regulations shall be deemed necessary or given.
- E. **No walking or driving of any type vehicle on the grass in front or behind any unit! Resident's back yards are private areas and due to recent vandalism, violators will be subjected to fines and/or prosecution.**

VI. RENTAL OR SALE OF PROPERTY

- A. The Board of Directors, through its management company, must be informed by all Homeowners of any unit's occupancy change at VBC within ten (10) days of the change or the owner will be subject to a fine. Change of Ownership requires a Certificate of Resale and payment of a Transfer Fee. This includes Owner Finance and/or Contracts for Sale where no title company is used. Information regarding vacancies is used for emergency purposes only and is kept confidential by the Board and Management.
- B. The Association must be furnished a copy of a Lease within 5 days of the effective date of said Lease along with a signed acknowledgment from the Tenant that tenant has received a copy of these Rules & Regulations. This violation carries an automatic \$200.00 fine.
- C. For Sale or For Rent signs (whether placed by an owner or real estate agent) of units located at VBC may only be placed in the window of the unit being sold. No yard signs of any kind are permitted.

SECTION C – ARCHITECTURAL CONTROL

I. RESPONSIBILITY

- A. The architectural integrity of VBC is the responsibility of the Board of Directors. Protective restrictions are in effect to help maintain the appearance and value of VBC. The Board of Directors has the authority to approve or reject any change or alteration (e.g. building, wall, fence, patio cover) to the exterior of any unit (referred to as all general and Limited Common Elements) as provided for in the Declaration.
- B. Any approval must be in writing or the alteration will be subject to fines and/or removal at owner's expense.
- C. Enforcement of the guidelines for architectural control may be affected by the Board of Directors or one of its agents (the Architectural Committee or the Management Company).
- D. Blinds, drapes, and pull down shades are the ONLY authorized window coverings. No bed sheet coverings are permitted. Blinds, drapes, and doors that are visible from the exterior of any unit shall be consistent with VBC architecture and are subject to review by the Architectural Committee.
- E. No decorative lettering, insignias or other objects are allowed on the exterior of the Buildings, Patio fences and/or gates.
- F. The installation of storm doors or windows, hot tubs, spas and Jacuzzis require prior approval in writing from the Board of Directors. All exterior doors without exception must be painted to match either the original exterior door trim or the original shutters of the unit.
- G. *All windows must have screens and blinds installed and maintained at owners' expense regardless of occupancy.*

II. ALTERATIONS

- A. Homeowners interested in making visible alterations to their property must receive advanced written permission from the Board of Directors. The procedure for requesting permission for visibly altering a unit is as follows:
 - 1. Submit a written request to the Architectural Committee through the Management Company, which outlines those changes desired, including (where applicable) architectural plans and photographs.
 - 2. Meet with the Managing Agent to discuss the proposed changes.
- B. It is not the intent of the Board of Directors or the Architectural Committee to stifle the imagination or creative desires of residents. Each project submitted will be reviewed as to the architectural integrity of VBC and the possible increased cost in difficulty related to maintaining that project.

III. FENCING

No fencing of any nature is allowed in the front of a unit. The rear of the unit may be fenced according to the following guidelines only:

- 1. ALL FENCES MUST BE STAKED OUT BY HOA MANAGEMENT. Fences must be Six Feet tall, constructed of wood or vinyl planks with metal posts anchored in concrete and placed inside the fence. Wood fences may be stained light brown. Vinyl fences must match the color of the vinyl siding on the building.
- 2. One four foot maximum gate is allowed on each fence. For corner lots, the fence may exceed the BACK Corner of the unit by seven feet maximum.

IV. UNAUTHORIZED CHANGES

- A. Should any resident make any unauthorized changes to any unit or the Common Area (without written approval from the Board of Directors), the Board of Directors may direct that the unauthorized change be removed and/or corrected and the property returned to its original state.
- B. The Board of Directors, at its discretion, may direct corrective action and assess appropriate charges and/or fines against the unit owner.

V. EXTERIOR ANTENNAS AND SATELLITE DISHES

Satellite dishes or antennas placement and installation must have the prior written permission of the Managing Agent. The installer should contact the HOA prior to installation. Dishes must be put in a discretionary area not to be seen FROM THE FRONT when driving or walking through VBC's property. Placement is not allowed on fences or poles. If dishes or antennas are incorrectly placed, they shall be removed by the HOA at the Tenant/Owner's expense and could be subject to fines.



OUR HISTORY

McCaw Property Management was founded in 2002 with the intent of becoming a provider of world-class service in the property management business.



We manage single family homes, condos, townhomes, duplexes, and apartment buildings throughout the Dallas-Fort Worth Metroplex. Our commitment to hiring the very best professionals and using the very best technology has resulted in making us one of the most respected and trusted local property management companies in North Texas.



**SERVING ALL OF DALLAS-FORT WORTH
AND SURROUNDING AREAS**

