

BY-LAWS OF ASHFORD COMMUNITY ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is ASHFORD COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the association shall be located within the geographical boundaries of the subdivision, or at a location selected by the Board of Directors, which is adjacent to the subdivision. Meetings of directors may be held at such places within the State of Texas, County of Harris, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Ashford Community Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Restrictions.

Section 3. "Common Area" shall mean all property owned by the Association for the common use and enjoyment of the owners.

Section 4. "Lot" shall mean and refer to any lot in Ashford Forest Sections Three, Four and Five, Ashford South Sections One, Two and Three, and Ashford Forest Lake Section, all being additions in Harris County as more fully identified in the Restrictions.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having an interest merely as security for the performance of any obligation.

Section 6. "Restrictions" shall mean and refer to the residential deed restrictions applicable to the Properties recorded in the Deed Records in the Office of the County Clerk, Harris County, Texas, in Volume 6196, Page 157; Volume 7000, Page 32; Volume 7645, Page 16; Volume 6324, Page 450; Volume 7067, Page 304; Volume 7645, Page 10; Volume 7420, Page 205; and all amendments thereto, if any.

Section 7. "Member" shall mean Owner, as defined in Article XI, Section 5, of these By-Laws and the Articles of Incorporation, as amended.

Section 8. "Subdivision" shall mean and refer to Ashford Forest Sections Three, Four, and Five and Lake Section and Ashford South Sections One, Two and Three.

Section 9. "Articles of Incorporation" shall mean the Articles of Incorporation of Ashford Community Association, Inc. filed in the Office of the Secretary of State of Texas on November 24, 1965, and the Articles of Amendment to the Articles of Incorporation of Ashford Community Association, Inc. filed in the Office of the Secretary of

State of Texas on January 24, 1966 and January 26, 1971.

### ARTICLE III

#### MEETING OF OWNERS

Section 1. Annual Meetings. Annual meeting shall be held on the last Tuesday of October at 8:00 p.m.; provided, however, that if the last Tuesday is a legal holiday or Halloween, then such meeting shall be held on the next succeeding business day.

Section 2. Special Meetings. Special meetings of the owners may be called at any time by the President or Board of Directors, or upon written request of the owners who are entitled to vote one-fourth of all of the votes of the Association.

Section 3. Notice of Meetings. Written notice of each Annual and each Special Meeting of the owners shall be given by the Secretary of the Association. Notice shall be provided to the owners at least fifteen (15) days before such meetings. Notices may be mailed, postage prepaid, or delivered by other methods as deemed appropriate by the Board of Directors. Notices which are mailed shall be addressed to the owner's address last appearing on the books of the Association or supplied by such owner to the Association for the purpose of notice. Such notice shall specify the place, date, hour, and purpose of the meeting. Notices shall be available to owners at any place of business being maintained by the Association.

Section 4. Quorum. The presence at the meeting of the owners and proxies entitled to cast one-tenth of the votes of all owners shall constitute a quorum for any actions, except as otherwise provided in the Articles of Incorporation, Restrictions or these By-Laws. If, however, a quorum shall not be present or represented by proxy at any meeting, the President or other officer of the Association presiding over the meeting shall announce the absence of a quorum and adjourn the meeting. A subsequent Annual or Special Meeting may be called as provided in this Article III.

Section 5. Proxies. At all meetings, each owner may vote in person by ballot or absentee by proxy. Proxies shall be mailed or delivered to owner's address last appearing on the books of Association at least fifteen (15) days prior to meeting date. All proxies must be properly executed by the owner and filed with the Secretary no later than 5 o'clock p.m. one (1) day prior to the meeting. Each proxy shall bear and contain some form of security or coded label of Association. Only Association-approved proxies, properly executed by owner, shall be accepted as valid. Each proxy shall be revocable by the lot owner and shall automatically cease upon the owner's conveyance of his lot.

Section 6. Votes. Each owner shall be entitled to cast one vote for each lot owned; provided however, that if two or more persons or entities shall be the record owners of a lot, such persons or entities shall be entitled to cast cumulatively one vote for such lot. Voting rights of owners shall be exercised only in the election of Directors or as noted in Article VII, Section 1, paragraph g; Article VII, Section 2, paragraph b; and Article XII, Section 1. The Board of Directors may, at their discretion, conduct opinion polls on any

matter concerning the affairs of the Association, but the Board of Directors shall not be bound by these polls. The Board of Directors may gather the opinion polls of the owners at any time without a meeting of the owners. The Board of Directors may, at their discretion, submit any matter concerning the affairs of the Association to a binding vote of the owners.

#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of eleven (11) Directors, as follows:

- (a) Place 1: An owner residing in Ashford Forest Section Three;
- (b) Place 2: An owner residing in Ashford Forest Section Four;
- (c) Place 3: An owner residing in Ashford Forest Section Five;
- (d) Place 4: An owner residing in Ashford South Section One;
- (e) Place 5: An owner residing in Ashford South Section Two;
- (f) Place 6: An owner residing in Ashford South Section Three;
- (g) Place 7: An owner residing in Ashford Forest Lake Section;
- (h) Ashford Forest at Large - Place 8: An owner residing in Ashford Forest, Section Three, Section Four, Section Five, or Lake Section;
- (i) Ashford Forest at Large - Place 9: An owner residing in Ashford Forest, Section Three, Section Four, Section Five, or Lake Section;
- (j) Ashford South at Large - Place 10: An owner residing in Ashford South, Section One, Section Two, or Section Three;
- (k) Ashford South at Large - Place 11: An owner residing in Ashford South, Section One, Section Two, or Section Three.

Section 2. Term of Office. Each Director shall serve a term of two years. Directors representing Places 3, 4, 5, 9, and 11 shall be elected for terms beginning in even-numbered years. Directors representing Places 1, 2, 6, 7, 8, and 10 shall be elected for terms beginning in odd-numbered years. The Director's term shall begin on the 1st day of January following his or her election. A Director may be elected for no more than two consecutive terms (a total of four years); a Director selected to serve an unexpired term in accordance with ARTICLE VII, Section 1(b) may be elected for two additional terms following the expiration of the appointed term.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of a quorum of the owners at a special meeting called for this purpose.

Section 4. Compensation. No Director shall receive compensation for any service he or she may render to the Association.

Section 5. Indemnification. Each Director shall be indemnified by the Association for any liabilities, damages, claims, judgments, or causes of action which may arise from the performance of duties in his or her capacity as a director or officer of the Association.

## ARTICLE V

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. At all annual meetings nominations may be made from the floor, but in addition to this method of nomination, nominations shall be made prior to the annual meeting by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and at least two, but no more than six, owners. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the owners, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. Vacancies occurring on the Nominating Committee shall be filled by the Board of Directors. The Nominating Committee shall make as many nominations for election for each position to the Board of Directors as it shall in its discretion determine. The nominations of the Nominating Committee shall be included in the notice of the annual meeting sent to each owner.

Section 2. Election. Election of the Board of Directors shall be by secret written ballot at the regular annual meeting. At such meeting, the owners or their proxies may cast, in respect to each vacancy, one vote for each lot owned. The candidate receiving a majority of votes cast for each place shall be elected. If no candidate receives a majority of all votes cast for a given place, there shall be a runoff between the two candidates receiving the highest number of votes for a given place.

## ARTICLE VI

### MEETINGS OF DIRECTORS

Section 1. Meetings. Regular meetings of the Board of Directors shall be held at least quarterly, at such place and hour as may be fixed from time to time by the Board. Additional meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

Section 2. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 3. Guests at Board Meetings. Any owner may attend a Board Meeting by:

(a) Making written request of any Director for notice of the next meeting, and

(b) Notifying the President, in writing, not less than three (3) days in advance of meeting about his intention to attend.

Section 4. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval and consent of all the Directors. Any action so approved shall have the same effect as if taken at a meeting of the Directors.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTOR

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing use of the Common Area and facilities, and the personal conduct of the owners and their guests thereon, and to establish penalties for infractions thereof;

(b) select a successor to serve the unexpired term of any place on the Board of Directors vacated for any reason;

(c) suspend the voting rights and right to use of the recreational facilities of an owner, or an owner's lessee, during any period in which such owner shall be in default in the payment of any maintenance charge levied by the Association. Such rights may also be suspended after notice and hearing, for a period not be exceed 60 days, for any infraction of published rules and regulations;

(d) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the owners by other provisions of these By-Laws, the Articles of Incorporation, or the Restrictions;

(e) declare the office of a member of the Board of Directors to be vacant in the event such Director shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(f) employ a manager, independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(g) to amend any portion of these By-Laws, except for Articles IV, V, VII, X, and XII, at any duly held meeting of the Board of Directors at which a quorum is present. Any amendments or changes to Articles IV, V, VII, X, or XII recommended by the Board of Directors will not take effect until approved by the vote of a majority of a quorum of the Owners, such vote to be conducted by direct mailing of proxies or ballots to the homeowners.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the owner at

the annual meeting of the owners, or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the owners;

(b) present at the Annual Meeting the budget for the following year that the Board will consider for adoption. Once that budget has been so presented to the Owners and adopted by the Board of Directors, the Board of Directors shall make no unbudgeted expenditures for capital additions (as opposed to expenditures for repairs, replacements, or services) without first having those expenditures approved by the vote of a majority of a quorum of the Owners, such vote to be conducted by the direct mailing of ballots or proxies to the homeowners.

(c) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(d) as more fully provided in the Restrictions, to:

(i) fix the amount of the annual maintenance charge, due by January 31st of such year, against each Lot at least fifteen (15) days in advance of each fiscal year;

(ii) send written notice of each maintenance charge to every owner subject thereto at least fifteen (15) days in advance of each fiscal year;

(iii) take appropriate steps to enforce the Restrictions;

(e) issue, or to cause an appropriate officer to issue, upon demand by any owner, prospective owner or mortgagee, a certificate setting forth whether or not any maintenance charge has been paid; a reasonable charge may be made by the Board before the issuance of such certificates. If a certificate states a maintenance charge has been paid, such certificate shall be conclusive evidence of such payment;

(f) procure and maintain Officer's and Director's liability insurance, and liability and hazard insurance on any property in which the Association may have an insurable interest;

(g) cause all officers or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate;

(h) cause the Common Areas to be maintained;

(i) within the scope of its powers granted by law, the Restrictions, the Articles of Incorporation, and these By-Laws, do anything necessary and proper for the functioning of the Association.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The Officers of this Association shall be a President, Vice President and Treasurer who shall at all times be members of the Board of Directors, a Secretary, and such other Officers as the Board, from time to time, by resolution create.

Section 2. Election and Term. The Officers of this Association shall be elected annually in January by the Board and each shall hold office for one (1) year unless he shall sooner resign, be removed, or otherwise be disqualified to serve.

Section 3. Special Appointments. The Board may elect such other Officers as the affairs of the Association may require, each of whom shall hold office for such periods, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 4. Resignation and Removal. Any Officer may be removed from office, with or without cause, by the Board. Any Officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Vacancies. A vacancy in any office may be filled by appointment by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he replaces.

Section 6. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of Special Offices created pursuant to Section 3 of this Article.

Section 7. Duties. The duties of the Officers are as follows:

President.

(a) The President shall reside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes.

Vice President

(b) The Vice President shall act in the place and stead of the President in the event of his absence or inability to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the owners; keep the corporate seal of the Association and affix it upon the minutes of the meetings of the Board of Directors and owners and upon all other papers requiring said seal; serve notice of meetings of the Board and of the owners; keep appropriate records showing the owners of the Association together with their addresses; and perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; may sign all checks and promissory notes of the Association; keep proper books

of account; cause a report of the Association's books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual audit and budget and a statement of income and expenditures.

#### ARTICLE IX

##### COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee, as provided in the Restrictions, and a Nominating Committee, as provided in these By-Laws, and in addition, shall appoint other committees as deemed appropriate in carrying out its purpose.

#### ARTICLE X

##### BOOKS AND RECORDS

Section 1. The books, records and papers of the Association including annual audit of books, annual budget and statement of income and expenditures shall at all times, during reasonable business hours, be subject to inspection by any owner. Without the prior written consent of the lot owner involved, the aforementioned right of inspection shall not include:

(a) Lot owner's personal or financial data intended solely for the use by the Association including, but not limited to, the list of Association lot owners, their addresses, phone numbers, maintenance fee history, or mortgage company information,

(b) Any records or information pertaining to any past or pending litigation involving an Association lot owner and the Association,

(c) Any oral or written communication, or copies thereof, from any lot owner or former lot owner to the Association or Board of Directors which was intended to be confidential.

The Articles of Incorporation, By-Laws of the Association, and Restrictions shall be available for inspection by any owner at the principal office of the Association during reasonable business hours.

Section 2. All rights of inspection granted herein shall not be used for commercial purposes or personal gain.

#### ARTICLE XI

##### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: ASHFORD COMMUNITY ASSOCIATION, INC.



ARTICLE XII

AMENDMENTS

Section 1. Except for Articles IV, V, VII, X, and XII, these By-Laws may be amended, at a regular or special meeting of the Board of Directors, by a vote of a majority of a quorum of Directors present. Any amendments or changes to Articles IV, V, VII, X, or XII recommended by the Board will not take effect until approved by the vote of a majority of a quorum of the Owners, such vote to be conducted by direct mailing of ballots or proxies to the homeowners.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Restrictions and these By-Laws, the Restrictions shall control.

ARTICLE XIII

FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of each year.

ARTICLE XIV

SIGNATURE PROCEDURE FOR CHECK WRITING

The checking account shall be set up so as to require one signature from any one of three Officers; President, Vice President and Treasurer; provided however, if no Director has been appointed Controller of the Association under the provisions of Article VIII, Section 3, two signatures of any three of the above Officers shall be required on any checks written.

Adopted by unanimous consent of the Board of Directors of the Ashford Community Association, Inc., this 11th day of December, 1990.

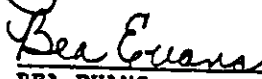
  
GREG PLATT Place 1

  
JULIE LEWIS Place 2

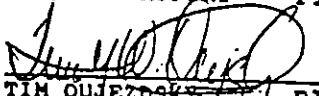
PAT DAVIES Place 3

  
KERIN M. PELFREY Place 4

  
JUDANN LUENING Place 7

  
BEA EVANS Place 8

  
MITZI M. ASPIRI Place 9

  
TIM OUJEZDSKI Place 10

BETTIE BUTCHER Place 5

*Don Helmer*  
DON HELMER Place 11

*Dennis D. David*  
DENNIS DAVID Place 6

CERTIFICATE OF SECRETARY

I, DENNIS DAVID, Secretary of the Board of Directors of the ASHFORD COMMUNITY ASSOCIATION, INC., hereby certify that these By-Laws, consisting of ten (10) typewritten pages including this signature page, were adopted by unanimous consent of the Board of Directors at the regular meeting of the Board of Directors on December 11, 1990, at which a quorum was present.

Witness my signature and seal of the ASHFORD COMMUNITY ASSOCIATION, INC., this 11th day of December, 1990.

*Dennis D. David*  
DENNIS DAVID, Secretary

(SEAL)

**PROPOSED AMENDMENTS TO THE BY-LAWS OF  
ASHFORD COMMUNITY ASSOCIATION, INC.**

1. It is proposed that Article II, Section 10, of the By-Laws of the Association be added to read as follows:

Section 10. "Member in Good Standing" shall mean and refer to (a) a member who is not delinquent in the payment of any annual or special assessment levied by the Association against his lot, or any interest, late charges, costs, or reasonable attorney's fees added to such assessment under the provisions of the Declaration or as provided by law, (b) a member who does not have any condition of his lot which violates any provision of the Declaration which has progressed to the stage of a suit by the Association, and which remains unresolved as of the date of determination of the owner's standing, and (c) a member who has not failed to comply with all terms of a judgment obtained against him by the Association, including the payment of all sums due to the Association by virtue of such judgment. A member who is not in good standing is not entitled to vote at any meeting of the members of the Association. No formal action by the Board of Directors to suspend the voting right of a member who is not in good standing is required.

Purpose: To define the term "Member in Good Standing" and to provide that a member in good standing may not vote at any meeting of the members.

2. It is proposed that Article IV, Section 6, of the By-Laws of the Association be added to read as follows:

Section 6. Qualifications. Each person elected or appointed to serve on the Board of Directors must be and remain a member in good standing. If a Director ceases to be a member of the Association, his position on the Board shall automatically cease as of the date of conveyance of his lot. If a Director ceases to be a member in good standing of the Association, his position on the Board shall cease upon the expiration of thirty (30) days from the date of written notice thereof by the Association, unless within such thirty (30) day period the Director shall be reinstated as a member in good standing of the Association.

Purpose: To require that Directors be, at all times, members in good standing and to provide for the automatic removal of a Director who ceases to be a member or a member in good standing of the Association.

\*\*\*\*\*  
ARCHITECTURAL REVIEW COMMITTEE  
AND  
DEED RESTRICTION GUIDELINES  
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The ARCHITECTURAL CONTROL COMMITTEE (ACC) was created to enhance property values by requiring conformity to certain standards of construction, visual appeal, uniformity, and design. It is the general purpose of the ACC to approve or disapprove applications made to it for proposed alterations, additions, or changes to be made to the exterior of the house and/or lot itself. Landscaping does not require ACC approval unless specifically referenced in the deed restrictions or ACC Committee guidelines.

Procedure

A "Home Improvement Request" Form must be completed in its entirety and mailed to the address indicated at the top of the form. All pertinent information such as plans, specifications, building permits, locations indicated on a copy of the survey, etc. should be included with the application.

These forms are available from your management company. The ACC cannot respond to verbal requests for approval - all applications must be made in writing.

The ACC has thirty (30) days from date of receipt of an application in which to respond. If additional information is required by the ACC, the application(s) should allow for time required to complete the approval process.

If an application is not approved, the ACC will state in their letter why such approval was denied and what type of application changes, if any, would altar that decision. If an applicant wishes to discuss or appeal a decision made by the ACC, the Designated Representative should be contacted at a specified number.

Guidelines

The following are guidelines adopted by the ACC to specify their standards, requirements, and thought processes used in evaluating and application. These guidelines will be amended from time to time as the circumstances, conditions, or opinions of the ACC dictate. It should be noted that each application is considered on its own merit and that the ACC may grant a variance from these guidelines and/or from certain provisions of the CCR's.

It should also be noted that ACC approval is required prior to the installation or construction of the improvement or change. If an improvement is made without ACC approval, the Board of Directors has the legal right to enforce its removal.

g. Playhouses and forts should not exceed six (6) feet in height. If fort has platform, then platform can be no higher than four (4) feet off ground and centered in back yard to protect neighbor's privacy. The playhouse or fort must not be visible from the front street.

h. Gazebo - ACC must approve construction of gazebos and roofs must be approved roofing material.

## 2.0 BASKETBALL GOALS

2.1 The basketball backboard, net, and post must be maintained in excellent condition at all times.

2.2 If the backboard is mounted onto the roof by use of a small, triangular mounting structure, the mounting structure must be painted to match the shingle color.

2.3 Rims must be ten (10) feet in height.

2.4 Backboard must be regulation size and color of white, clear, grey or beige.

2.5 Must be mounted on garage or placed on the side of driveway. The pole must have a manufacturer's weather resistant finish or be painted black or white.

2.6 Written approval of neighbors on both side must be obtained.

2.7 If any complaints received within six (6) months after installation, the basketball goal will be subject to immediate removal at the request of the ACC. This condition should be made evident to the homeowner upon approval.

## 3.0 PATIO COVERS

3.1 It is the opinion of the ACC that patio covers are not "temporary" structures and are therefore not prohibited.

3.2 It should be constructed of materials which complement the main structure.

3.3 If attached to house, must be integrated into existing roofline (flush with eaves) and the shingles must match the roof. Entire patio cover and posts should be trimmed out to match house. Supports must be painted wooden or metal columns. No pipe is allowed. At no time, however, shall a shingled roof of a patio cover be allowed with an unpainted frame (this does not apply to deck covers). Frame will have to be painted to match trim of house whether treated or untreated wood is used.

5.2 Detailed plans must be submitted to the ACC.

5.3 Room additions may not encroach into any utility easement unless the utility companies involved have granted their written consent to such encroachment.

5.4 On individual basis. Size and shape will depend on architectural style and layout of home, size of lot, and how well room addition integrates with existing home. Addition of a storage area will not qualify as a bonafide room addition and will not be permitted. Plans for a room addition must show a room internally attached to main structure being of reasonable size which will then constitute a legitimate request for a room addition. Roof of addition must integrate with existing roof line so as to appear to have been part of the original home, however, an exception may be made for prefabricated sunrooms, or solariums. Room additions cannot exceed one-third of the remaining back yard, but may be denied for other reasons, i.e., structural integrity, architectural suitability, etc., even if it does use only one-third of the remaining yard.

5.5 Building permits as required by the municipality (city, county, etc.) must be submitted with the "RFHIA" form. In some instances, the ACC will grant approval with provision that a copy of the permit be received by the ACC within thirty (30) days of the approval letter.

## 6.0 EXTERIOR PAINTING

6.1 ACC must approve house painting and a maximum of a three (3) color scheme is acceptable. Extreme color differences should be avoided and may not be approved by ACC.

6.2 An ACC application must be submitted with a first and second choice color sample (paint chips).

6.3 Earth tone colors were most often used when homes were constructed. In general, an earth tone color should receive ACC approval.

6.4 The colors must be harmonious with each other. The color of neighboring homes will be taken into consideration along with the applicant's house brick features.

6.5 If a non approved color has been placed on a new addition or existing structure the HOA has the right to require you to change the color to an approved color.

## 7.0 STORM WINDOWS AND STORM / SCREEN DOORS

7.1 Providing the frames and screens of these are of a color compatible with the exterior house colors, storm windows and storm or screen doors should receive ACC approval.

both screens and panels. All of the windows on the same side of the building must also be covered with the solar screen. If other sides are visible they should be covered too.

9.7 Solar film must be non-reflective type.

#### 10.0 SATELLITE DISHES

10.1 Satellite dishes must be enclosed within the rear portion of the fence and not visible above the fence.

10.2 Must be screened on three (3) sides if within six (6) feet of house and on all four (4) sides if placed further back on lot.

10.3 All cable or wiring shall be buried from the dish to its entrance into the home.

10.4 Must be placed in rear/back side of house and not visible from street and screen should be at least five (5) feet from side and at least eight (8) feet from back fence, but not on utility easement without consent-to-encroach letter.

10.5 Dish and or screening must not be visible from front street.

#### 11.0 FENCE AND FENCE EXTENSIONS

11.1 Case by case.

11.2 No painting of wooden fences. Wooden fences may be stained with ACC approval. Wrought iron fences must be black.

11.3 Cedar and wrought iron material. Fences must be maintained.

11.4 No split rail fences or decorative fencing permitted at the front of the home. No structure may be attached to a fence unless otherwise provided by these guidelines or ACC approval.

11.5 Fence extension requests should be submitted by both neighbors sharing the side lot line and fence, except in the case of a corner lot.

11.6 No fence may extend nearer the front Lot line than the plane of the front exterior wall of the residential structure on such lot.

11.7 If both neighbors do not concur as to a proposed fence extension, the ACC will examine the effect the fence extension will have on both properties. If one party will

### 13.0 EXTERIOR LIGHTING

13.1 Additional exterior lighting should not be of a wattage or lumen count which will affect neighboring homes. The Board reserves the right to require removal or modification of any lighting which it reasonably determines to be annoying to neighbors.

13.2 Directional lights or floodlights must be aimed so as not to shine in the windows of neighboring homes.

13.3 Low voltage (white in color) landscape lighting shall be permitted with ACC approval, so long as the lighting is located within flower beds, shrubs, and/or trees, and all wiring is buried.

13.4 Security, mercury vapor, or florescent lights may be attached to the front of the house, preferably garage. Mercury vapor, fluorescent, and sodium halite lights are not permitted in the back or side yard. No more than 2 security lights per home, and no pole mounted or mounted upon the fence.

13.5 Yard lights may be gas or electric. Maximum height six (6) feet. May be in front or back. Gas or electric lights must be black, brown, or white, depending on color of the house and determination of suitable color will be the decision of the ACC. Two gas lights per lot with ACC approval and the gas lighting color is white.

### 14.0 MAILBOXES

14.1 Changes or improvements made to the initial mailbox will require ACC approval.

14.2 The ACC will consider the effect a painted or stained post will have on the street - if the proposed color will not readily blend in with the surrounding material, an application will be denied.

14.3 Bricked mailbox stands should receive approval providing the brick matches the house, the stand is appropriate in size and design, and will meet U.S. Post Office requirements. A specific sketch should be included with the application. If the brick is not the exact brick used in the construction of the home, the new brick must meet with ACC approval.

14.4 Mailboxes must be harmonious with neighborhood and maintained.

### 15.0 WIND TURBINES

15.1 Wind Turbines should be mounted in the rear portion of



20.3 ACC approval is required to widen or change location. Width of the driveway should not exceed the garage door entrance.

#### 21.0 GARAGE CONVERSIONS, CARPORTS, DETACHED GARAGES

21.1 Carports other than existing structures built are not permitted. Garage conversions need ACC approval. Approval will be based on building a replacement garage.

21.2 The addition of a detached garage may be approved on a standard sized lot, if the garage is converted into a family room (or other living area).

21.3 Driveways can never be removed from the front yard. Each home should have a garage. The garage must have a garage door(s) (rolls upward) and have the appearance of being a garage.

#### 22.0 WINDOW AIR CONDITIONERS

22.1 No window/wall air conditioning units are permitted that are visible from the street or a neighbor's property.

#### 23.0 WINDOW SHADES / AWNINGS / COVERINGS

23.1 Canvas awnings will be permitted to be installed on windows to reduce solar exposure unless they are on the back side of the house on an interior lot and not visible at all from the street with ACC approval. On a corner lot that backs onto a street, canvas awnings will not be permitted at all. Corner lots can be held separately accountable. When allowed, they must be acceptable colors and harmonious with the exterior of the home, and must be kept in excellent condition at all times or will be subject to immediate removal upon notification by the HOA of their unacceptable condition.

23.2 Awnings will still be allowed for use on playhouses and patio covers, provided they also comply with the above mentioned requirements for proper location and color.

23.3 Metal and wooden slat-type shades may not be allowed by the ACC. If they are deemed necessary in the reduction of solar exposure, ACC approval may be granted for installation on appropriate windows.

23.4 Temporary window treatments may not be left in windows for longer than sixty (60) days. (e.g. sheets used as draperies)

#### 24.0 ACTS OF NATURE

24.1 If a house/lot sustains damage or destruction due to

or more inches onto a curb, street, driveway, sidewalk, walkway, or other concrete surface (edging needed);

29.3 Grass, weeds or other vegetation growing in the street adjacent to the lot, or in expansion joints, cracks or separations a curb, driveway, sidewalk, walkway, or other concrete surface on the lot, exceed a height or width of three (3) inches (removal needed);

29.4 Bush, shrub, tree, or other plant obstructs the public use of any sidewalk or street, or encroaches into the airspace from the surface to seven (7) feet above any sidewalk or street; or

29.5 Any uprooted, felled, or dead tree, bush, or shrub exists on the lot.

Originally adopted 10/10/95 by the Board of Directors.

  
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Frey Reggio, President

  
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Marceil Kennedy, Secretary

AMENDMENT TO ARCHITECTURAL REVIEW COMMITTEE

AND

DEED RESTRICTION GUIDELINES

The following amendment will be added to the previously adopted Architectural Review Committee and Deed Restriction Guidelines, in reference to the responsibilities and policies of the Architectural Control Committee {ACC}.

30.0 ARCHITECTURAL CONTROL COMMITTEE {ACC}

30.1 As stated in the deed restrictions, the ACC has thirty (30) days to respond to an application. Failure to respond within this time frame results in an automatic approval of the change or improvement.

30.2 Once an application is approved, the homeowner has six (6) months to begin the change or improvement, unless otherwise approved by the ACC. If the work does not begin within this time frame, the homeowner must resubmit an application for approval.

Amendment approved on this, the 11<sup>th</sup> day of JUNE, 1996.

  
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Frey Reggio, President

  
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Leah Todes, Secretary