



GRANDVIEW ESTATES PROPERTY OWNERS ASSOCIATION, INC.

ARCHITECTURAL CONTROL COMMITTEE GUIDELINES

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

WHEREAS, GRANDVIEW ESTATES PROPERTY OWNER ASSOCIATION, INC. (the "Association"), is the governing entity for Grandview Estates, a subdivision in Montgomery County, Texas, as more particularly described in Exhibit "A", attached hereto (the "Subdivision"); and

WHEREAS, the Property Owners Association exists pursuant to Declaration of Covenants, Conditions and Restrictions, Section I dated July 15, 2005; Section II dated March 22, 2006; and Section 3 dated March 28, 2007 and filed in the County of Montgomery, Texas (Appendix "A"); and

WHEREAS, the Board of Directors is authorized to establish committees ; and

WHEREAS, the Board of Directors has appointed a three-member Architectural Control Committee; and

WHEREAS , the Board of Directors has the power to establish policies to enforce the provisions of the Declaration, including the provisions concerning architectural control; and

WHEREAS, no improvement shall be erected, placed or altered on any Lot until the construction plans, specifications, plot plan showing the location of the improvement, and such information as the Architectural Control Committee deems pertinent has been approved in writing; and

WHEREAS, no improvement shall be approved in writing by the Architectural Control Committee if it is not in harmony with the exterior design and color with existing structures as to location with respect to topography and finished ground elevation; and

WHEREAS, no improvement shall be approved if that improvement does not meet minimum construction standards as set forth by the Architectural Control Committee; and

WHEREAS, in order to promote the aesthetic quality of views within Grandview Estates, the Architectural Control Committee shall have the right to review, approve, and disapprove any items placed on or appearing within the subdivision; and

WHEREAS, the Board shall have the power to make and amend rules and regulations and promulgating, implementing and collecting fines for violations of the rules and regulations; and

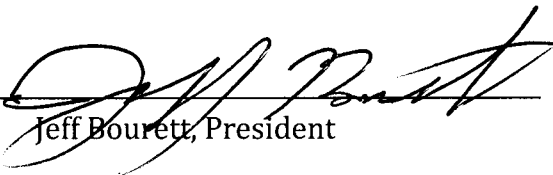
WHEREAS, the Board has set forth a compliance violation fee schedule; and

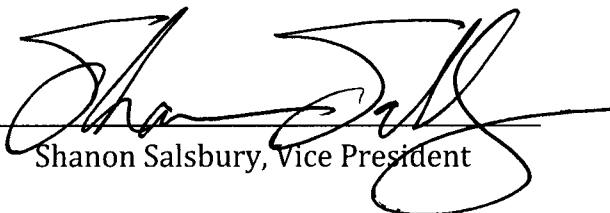
WHEREAS, the Board with input from the Architectural Control Committee has developed Guidelines to assist property owners in their applications for new homes and property improvements;

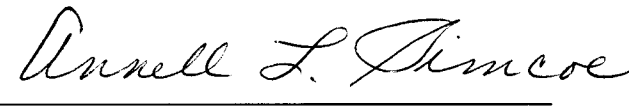
NOW, THEREFORE, the Board of the Association hereby adopts the following Architectural Control Guidelines for the subdivision which shall be binding upon all Lot Owners and their grantees, lessees, tenants, occupants, successors, heirs and assigns who currently or in the future may possess an interest in the subdivision and which shall supersede any previously adopted rules, regulations, policies, and standards and shall inure to the benefit of each owner thereof.

Executed this 9th day of January, 2013.

Grandview Estates Property Owners Association, Inc.
Board of Directors

BY: 
Jeff Bourett, President

BY: 
Shanon Salsbury, Vice President

BY: 
Annell Simcoe, Secretary/Treasurer

GRANDVIEW ESTATES PROPERTY OWNERS ASSOCIATION, INC.

Architectural Control Guidelines

Architectural Control Committee (ACC)

November 2012

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Grandview Estates Property Owners Association, Inc.

ARCHITECTURAL CONTROL GUIDELINES

The Deed Restrictions on file in the real property records of Montgomery County, Texas for all sections of land contained within the Grandview Estates Subdivision (the "Restrictions") specify that "No improvement shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan [showing all previous structures, if any] and showing the location of the improvement have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by Grandview Architectural Control Committee (ACC)."¹

The Architectural Control Committee for Grandview Estates is advisory to the Board of Directors and has exclusive jurisdiction over all improvements, modifications, additions, and alterations made to properties within our community. The purpose of these Guidelines is to protect the beauty and open character of the neighborhood in general and individual Lots and properties in specific, to preserve a harmonious and aesthetically pleasing design for the community, and to protect and promote the value of the properties.

To preserve the architectural and aesthetic appearance of the Community, no modifications shall be commenced or maintained by any owner of any lot within any section of the Community, including, without limitation, site work, new home construction, room additions, or the construction or installation of driveways, carports, decks, patios, solar systems, signs, gardens, courtyards, swimming pools, greenhouses, playhouses, walls, fences, garages, outbuildings, or any other improvements nor shall any exterior addition to or change or alteration therein be made (including, without limitation, exterior painting or staining or any exterior surface), unless and until the contemplated modification shall have been submitted to and approved in writing by the ACC to the Board of Directors or its management agent as to the compliance of such plans and specifications with the Restrictions and Policies of the Grandview Board of Directors including the harmony of external design, location, and appearance in relation to surrounding structures and topography. The Board of Directors or its management agent shall notify the applicant of its approval, approval with conditions, or denial with reason of any and all applications within sixty (60) days of receipt of a completed application.

The Board of Directors has developed policy statements and new home and property improvement applications to assist Grandview Estate Property owners follow all reservations, easements, restrictions, covenants and conditions applicable to the Deed Restrictions of all three (3) sections applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations, easements, covenants, restrictions, and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall insure to the benefit of each owner thereof.

¹ **ARTICLE IV, Section 1.** All references to **ARTICLES** in this document are from the Declaration of Covenants, Conditions, and Restrictions of Grandview.

The Grandview Estates Property Owners Association, Inc. shall in no way be responsible to property owners for the property owner and/or the property owner's builder for failure to read, observe, and otherwise comply with the Declaration of Covenants, Conditions and Restrictions; By-Laws; and Policies and Rules set forth to reflect these documents. The Board of Directors shall have the power to establish policies relating to, and for performing or causing to be performed the following: making and amending rules and regulations and promulgating², implementing and collecting fines for violations of the rules and regulations, and enforcing by legal means the provisions of the Declaration, including the provisions concerning architectural control, By-Laws, and the Policies, Rules, and Regulations adopted by the Association and bringing any proceedings that may be instituted on behalf or against the Owners concerning the Association.³

Improvements, alterations, additions, or modifications that were officially **approved** by the Architectural Control Committee prior to September 2012 are grandfathered if any improvement that was officially approved in writing does not conform to the Guidelines set forth herein. Improvements, alterations, additions, or modifications that were officially **approved** by the ACC prior to September 2012 shall not serve as precedent for the approval of any improvement, alteration, addition, or modification in the subdivision thereafter.

What Must be Approved by the Architectural Control Committee?

Any property owner who begins an improvement (new home or other improvement) prior to **official approval** will be notified in writing to cease construction. If construction is not ceased, the Board of Directors may order the property owner to remove any construction that has begun until **official approval** has been obtained. Property owners who do not comply will be assessed a compliance violation fee equal to the deposit that is required for application to build a new home or the deposit that is required with any application for any improvement, addition, alteration, or modification. Ten (10) days after written notification of the violation has been sent, a compliance violation fee will be assessed daily according to the "Compliance Violation Fee Schedule" until construction has ceased and/or construction that has been started is removed or both.

1. All new homes. See the **New Home Policy, Construction Standards, and Drainage Policy** in this document and the Declaration of Covenants, Conditions, and Restrictions of Grandview.
2. All improvements including, but not limited to, those listed below.
 - a. **Boat Slip.** No "homemade" type boat slip will be allowed and a complete set of building plans and specifications are required with the ACC application. All boat slips must be approved in writing by the San Jacinto River Authority and all other governmental agencies having jurisdiction.⁴ See **Docks** below.
 - b. **Bulkheading.** No "homemade" bulkheading will be allowed and a complete set of building plans and specifications are required with the ACC application. All bulkheading must be approved in writing by the San Jacinto River Authority and all other governmental agencies

² By-Laws, ARTICLE III. C., Section 1.,(g).

³ By-Laws, ARTICLE III, C., Section 1. (h).

⁴ **ARTICLE III, Section 31.**

having jurisdiction regarding bulkheading.⁵

1. The same materials used for piers should be used in the construction of bulkheading.
 2. An application for bulkheading (and retaining walls) must have a construction plan that is designed by a structural engineer currently registered with the State of Texas as an engineer with specialization in civil or structural engineering and experience in bulkheading construction. The design plan must have the original stamp seal and signature of the structural engineer with verification that the plan meets the specifications in all structural design provisions in the applicable Building Code for Bulkheading, if any.
 3. Bulkheading may run between and across to each side property line.
- c. **Carport.** Carports are acceptable, but cannot substitute for the two-car garage requirement, must be an integral part of the residential structure, and constructed with the same design, color, and materials as the residential dwelling (See **Outbuilding Policy**⁶).
- d. **Dirt.** Excavation or embankment of dirt that alters the established drainage plan (See **Drainage Policy**).⁷
- e. **Docks and Piers.** No “homemade” docks or piers will be allowed and a complete set of building/construction plans and specifications are required with the ACC application. All docks and piers must be permitted by the San Jacinto River Authority (SJRA) and approval obtained from of all other governmental agencies having jurisdiction⁸ over the canal. SJRA will not process the permit application without approval or agreement from the ACC that all building/construction plans and specification requirements are met. The SJRA permit and any other governmental approvals must be submitted to the ACC before construction can begin on the proposed dock or pier.
1. A primary residence must be present on the lot to which a Dock or Pier is attached.
 2. Docks and piers may run between and across to each side property line.
 3. The dock or pier must be designed by a structural engineer currently registered with the State of Texas as an engineer with specialization in civil or structural engineering and experience in dock and pier construction. The design plan must have the original stamp seal and signature of the structural engineer with verification that the plan meets the specifications in all structural design provisions in the Building Code.
 4. Each application for a dock or pier must include a copy of the manufacturer’s certified plans for any components that will be part of the Structure, such as decking, railing, or awning systems.
 5. All project plans and manufacturer’s certified plans must be based upon the actual conditions at the site of the proposed Structure.
 6. SJRA regulates the percent of the area of Water Use and Access Easement.
 7. SJRA regulates the minimum setback from a projected yard line.
 8. SJRA regulates the distance a structure may extend from the Grandview Waterfront

⁵ **ARTICLE III, Section 31.**

⁶ Grandview Estates Property Owners Association, Inc., Architectural Control Guidelines, **Outbuilding Policy**.

⁷ Grandview Estates Property Owners Association, Inc., Architectural Control Guidelines, **Drainage Policy**.

⁸ **ARTICLE III, Section 31.**

- Property Line.
9. SJRA regulates how much of the canal width a structure may occupy and extend from the centerline of the canal.
 10. Property owners must consult the San Jacinto River Authority “Rules and Regulations,” Lake Conroe Reservoir publication to ensure compliance and avoid penalties for violation of the rules and regulations.
- f. **Drainage plans.** Modifications to established drainage plans (See **Drainage Policy**).⁹
 - g. **Driveway.** Additional or Extension of Driveway (**Outbuilding Policy, New Home Policy, and Construction Standards, Regulations, Specifications, and Requirements**).
 - h. **Exterior Lighting.** No exterior lighting shall be installed or maintained in such a way as to cause discomfort or be a nuisance to adjacent neighbors. All spotlight security lighting is to be directed inside the exterior Lot lines. Applications for exterior lighting must include wattage, height of fixture above ground, and a complete description of the light fixture (materials, design and number of bulbs on a single fixture) and the proposed location. Colored lighting is prohibited. Seasonal lighting is acceptable without written permission if it is done in good taste, receives no complaints from residents, and is removed no later than ten (10) days after the holiday.

Solar energy devices may not be installed without ACC approval in writing. No solar energy device will be approved by the ACC if the placement of the device as proposed by the property owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. Applications for the installation of solar energy devices must include the written approval of the proposed placement of the device by all property owners of adjoining property.¹⁰ Any approved solar energy device must be hidden from neighboring and public view.

The following types of lighting will be acted on by application to the ACC.

1. Security lighting—Security lighting must be directed inside the exterior Lot lines, low brightness illumination, and broad coverage.
2. Safety lighting—Safety lighting may target steps, pools, water features, and other tripping hazards. The illumination of hazard lighting should be at a very low level – just enough to discern details. Bulb filaments must not be visible (light bombs not accepted).
3. Task lighting—Task lighting may be used to provide appropriate illumination for decks, docks, and patios. Low voltage lighting with small lighting fixtures may be used.
4. Aesthetic lighting—Aesthetic lighting is also known as landscaping lighting. Landscape lighting must be of low voltage, provide visual sense to the viewer, and limit the number of focal points illuminated.

⁹ Grandview Estates Property Owners Association, Inc., Architectural Control Guidelines, **Drainage Policy**.

¹⁰ Texas Property Code, Title 11, Chapter 202, Sec. 202.010 (e). Grandview Estates Property Owners Association, Inc., **Regulation of Solar Panels, Roof Shingles, Flags, Flag Poles, Religious Items and Rain Barrels**.

- i. **Fence.** (See **Fence Policy**¹¹).
- j. **Flag Poles.** (See Grandview Estates Property Owners Association, Inc., **Regulation of Solar Panels, Roof Shingles, Flags, Flag Poles, Religious Items and Rain Barrels**).¹²
- k. **Garage.** (See **New Home Policy**¹³ and **Construction Standards, Regulations, Specifications, and Requirements**¹⁴).
- l. **Garden.** Vegetable gardens must be located in the backyard, maintained free from dead plants and weeds, and out of public view. Gardens should be no more than twenty (20) feet by twenty (20) feet. Applicants must submit a letter from the neighboring properties that they have no objection to the garden.
- m. **Gazebo.** (See **Outbuilding Policy**¹⁵).
- n. **Generators.** (See **Generator Policy**¹⁶).
- o. **Gutters and Downspouts.** (See **New Home Policy**¹⁷ and **Drainage Policy**¹⁸).
- p. **Landscaping.** (See **New Home Policy**¹⁹).
- q. **Outdoor kitchen.** (See **Outbuilding Policy**²⁰).
- r. **Patio Cover.** (If integral to Residence, must follow the **New Home Policy**²¹).
- s. **Patio or Porch Screens.** (Integral to Residence and must follow **New Home Policy**²²).
- t. **Patios.** (Integral to Residence and must follow the **New Home Policy**²³).
- u. **Pergola.** (See **Outbuilding Policy**²⁴).
- v. **Playground and recreational equipment.** No playground or recreational equipment whatsoever (except permanently installed basketball goals) shall be allowed on the front or

¹¹ Grandview Estates Property Owners Association, Inc., Architectural Control Guidelines, **Fence Policy**.

¹² Grandview Estates Property Owners Association, Inc., **Regulation of Solar Panels, Roof Shingles, Flags, Flag Poles, Religious Items and Rain Barrels**.

¹³ Grandview Estates Property Owners Association, Inc., Architectural Control Guidelines, **New Home Policy**.

¹⁴ Grandview Estates Property Owners Association, Inc., Architectural Control Guidelines, **Construction Standards, Regulations, Specifications, and Requirements**.

¹⁵ Grandview Estates Property Owners Association, Inc., Architectural Control Guidelines, **Outbuilding Policy**.

¹⁶ Grandview Estates Property Owners Association, Inc., Architectural Control Guidelines, **Generator Policy**.

¹⁷ Grandview Estates Property Owners Association, Inc., Architectural Control Guidelines, **New Home Policy**.

¹⁸ Grandview Estates Property Owners Association, Inc., Architectural Control Guidelines, **Drainage Policy**.

¹⁹ Grandview Estates Property Owners Association, Inc., Architectural Control Guidelines, **New Home Policy**.

²⁰ Grandview Estates Property Owners Association, Inc., Architectural Control Guidelines, **Outbuilding Policy**.

²¹ Grandview Estates Property Owners Association, Inc., Architectural Control Guidelines, **New Home Policy**.

²² Grandview Estates Property Owners Association, Inc., Architectural Control Guidelines, **New Home Policy**.

²³ Ibid.

²⁴ Grandview Estates Property Owners Association, Inc., Architectural Control Guidelines, **Outbuilding Policy**.

side of any residence and any placed in the rear of the property must be out of any neighboring and public and private street view.

No playground or recreational equipment placed in the rear of the property shall be taller than twelve (12) feet in height and shall at all times remain out of public and neighboring view.

Any permanently installed playground and recreational equipment requires:

1. A site plan (final survey of house and any other improvements) indicating the proposed structure location. A plot plan must also be provided depicting the location of the playground and/or recreational equipment in relationship to the adjoining properties. A drawing indicating the foundation system of the equipment is required.
 2. Equipment must be appropriately anchored to the ground and built to meet all Building requirements.
 3. A photo and specification of the equipment, including manufacturer specifications detailing the dimensions and overall height.
 4. If fort or gym structures are proposed, the Outbuilding Policy should also be followed when making application to the ACC.
 5. Permanent basketball goals must be freestanding behind the front building setback line. Every effort should be made to locate the basketball goal so it is least visible from the street. Basketball goals shall consist of a white fiberglass or safety glass backboard, the rim shall be standard heavy gauge steel and the net shall be white nylon net. No goal will be approved that is within ten (10) feet of the adjoining neighbor's utilities or along the neighbor's adjoining side of a driveway if a neighbor's first story house window(s) are exposed.
 6. All playground and recreational equipment applications, including basketball goals, must include letters from adjoining neighbors giving written consent to the construction of said equipment.
- w. **Porch**—(Integral to Residence and must follow the **New Home Policy**²⁵).
- x. **Removal of trees, except dead trees**—No live trees shall be removed unless the property owner provides evidence that it is necessary for the health of surrounding trees, is causing damage to the foundation of a home, to the driveway, or poses a threat to improvements on said Lot or neighboring Lots in the event of wind or ice storms.
- y. **Retaining Walls** shall follow the Deed Restrictions for bulkheading, **Drainage Policy, Construction Standards, Regulations, Specifications, and Requirements** and/or **Fence Policy**, depending on the purpose and placement of the proposed retaining wall. Retaining wall applications must include a letter with the SJRA original stamp seal and signature of a registered sanitarian in the State of Texas that clearly states that the construction of the proposed retaining wall will require no modifications to the aerobic septic system.
- z. **Roof**—(Integral to Residence and must follow the **New Home Policy**²⁶).

²⁵ Grandview Estates Property Owners Association, Inc., Architectural Control Guidelines, **New Home Policy**.

²⁶ Ibid.

- aa. **Signs**—No signs are allowed, except during construction of a new home and per the Texas property Code regarding signs and must be approved by the ACC.²⁷
- bb. **Storage Shed**—(See **Outbuilding Policy**²⁸).
- cc. **Swimming Pool/Spa/Deck**—(See **Swimming Pool Policy**²⁹).
- dd. **Wall**—All walls that are an extension of the main residence shall be of the same masonry construction and follow the **New Home Policy, Construction Standards, Regulations, Specifications, and Requirements**, and/or the **Fence Policy**.

What Can be Done Without Approval of the Architectural Control Committee?

Property owners who do property maintenance improvements so denoted with an asterisk (*) below shall notify the Board of Directors or its designated management agent of the proposed property maintenance improvement in writing. This notification is intended solely to protect the property owner from being reported for compliance violations of the ACC requirements for a (a) new home or (b) property improvement that requires ACC approval.

1. *Painting of **House** if painted the same color as originally approved by the ACC.
2. *Painting or powder coating wrought iron **Fence** in black if the fence was previously approved by the ACC.
3. *Painting or powder coating wrought iron **Trim** if painted with the same color as originally approved by the ACC.
4. *Repairs to **Driveways** that do not deviate from that which was originally approved by the ACC regarding physical dimensions and materials used.
5. *Replacement of **windows** and **doors** if they match that which was originally approved by the ACC.
6. *Replacing **Gutters** and **downspouts** which match the surface they are attached to if they are installed so water runoff does not go onto adjacent properties or change the established drainage plan. (See **Drainage Policy**)
7. *Replacing **Roof** if replaced with the same materials and color as were originally approved by the ACC.
8. *Staining of **Shutters, Trim, and/or Garage Doors** if the same color is used as was approved at the time of initial ACC approval.

²⁷ Texas Property Code, Title 11, Chapter 202, Sec. 202.009; Grandview Estates Property Owners Association, Inc. Regulation of Solar Panels, Roof Shingles, Flags, Flag Poles, Religious Items and Rain Barrels.

²⁸ Grandview Estates Property Owners Association, Inc., Architectural Control Guidelines, Outbuilding Policy.

²⁹ Grandview Estates Property Owners Association, Inc., Architectural Control Guidelines, Swimming Pool Policy.

9. **Dirt fill** that may be required to restore the **original established drainage plan** or fill pockets or low areas where water will stand following a rain or during normal yard watering. (See **Drainage Policy**³⁰)
10. **Interior modifications** and/or decorating except that **no garage** may be converted to living space.
11. Mulching **flowerbeds and around trees and shrubs** or vacant spots that are considered enhancements to the original landscaping.
12. Painting of **mailboxes** if in the same color as originally approved by the ACC.
13. Pruning of **trees**.
14. Removal of **dead trees**.
15. Replacement or extensions of **irrigation systems** if previously approved by the ACC.
16. Replacing **trees, shrubs**, and other landscape materials that were originally approved by the ACC.
17. Resurfacing **porches** and **patios** if resurfacing is not changed from that originally approved by the ACC.

Who Sits on the Architectural Control Committee?

The Board of Directors is authorized to establish committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Each committee established by the Board shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee and in accordance with such rules as are adopted by the Board of Directors. All committees of the Association, including the Architectural Control Committee, shall be vested with **advisory powers only** and is not authorized to act on behalf of the Association.³¹ However, the Architectural Control Committee shall and will act independently of the Grandview Property Owner's Association.³²

The Architectural Control Committee shall consist of three (3) members, none of whom shall be required to be residents of Grandview.³³ In the event of death or resignation of any member or members of the ACC, the Board shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications, and plot plans submitted to the ACC or the Board may designate a representative with like authority.³⁴ No ACC or Board member may act on their own new home or other improvement application.

³⁰ Grandview Estates Property Association, Inc., Architectural Control Guidelines, **Drainage Policy**.

³¹ By-Laws of the Grandview Property Owners Association, Inc., **ARTICLE V**.

³² **ARTICLE IV, Section 2.**

³³ Ibid.

³⁴ **ARTICLE IV, Section 3.**

How Does a Property Owner Apply for New Home or Property Improvement?

1. An application for a (a) new home or (b) property improvement with the specific property improvement so stated must be requested from the Property Owners Association, Inc., Board of Directors or its assigned agent. This request may be made by telephone, electronic communication, or mail to the official P.O.A. office or designated management agent only.
2. Applications may be revised from time to time to reflect changes in Board policy; County, State, and Federal laws and statutes; or changes in the applications to facilitate completion and review of them. Thus, all applications will carry a time stamp to protect the applicant from submitting an outdated application that will need to be revised and resubmitted.
3. The property owner must complete the application in its entirety and submit it to the official P.O.A. office or to the P.O.A. management agent. A completed application shall include: (a) two completed sets of drawings and specifications and (b) two completed ACC applications. All questions regarding submitted applications must be in writing and sent to the official P.O.A. office or to the P.O.A. management agent.³⁵
4. The application for a (a) new home or (b) specific property improvement is first reviewed by an individual who is competent to determine the application's completeness.
5. If an application for a new home is determined to be incomplete, the property owner will be notified in writing and asked to submit the documents that are missing from the application. If the requested documents are not submitted, no further action will be taken on the application and no deposit will be refunded.
6. If an application for a property improvement, addition, alteration, or modification is determined to be incomplete, both copies of all drawings, specifications, and the application will be returned to the property owner with an official letter specifying what is missing from the application. Any property owner whose application is returned because it is incomplete will not be refunded any portion of the application deposit.
7. Complete applications for a (a) new home or (b) property improvement are forwarded to the Board of Directors by the applicant or from the P.O.A. management agent.
8. The Board of Directors at its next regularly scheduled meeting may, but is not required to, review and will not act on the application prior to submitting it to the Architectural Control Committee.
9. The application is submitted to a three-member ACC committee for review and written feedback to the Board of Directors. Each member of the ACC committee must sign the letter or review document that is submitted to the Board in which its review and recommendation for (a) approval of the application, (b) approval of the application with conditions, or (c) denial of the application with reason.

³⁵ Applicants should consult the Application for information regarding submission of application as there may be changes from time to time.

10. The Board will review the ACC feedback on the application and the Board may accept, revise, or refute the ACC's recommendation. At least three Board members must agree to the recommendation set forth. The Board may request further information from the applicant before final approval is granted. Once an application is approved, one (1) copy of the application and a set of drawings will be returned to the applicant with an **official** letter that states (a) approval of the application, (b) approval of the application with conditions, or (c) denial of the application with reason. Any property owner whose application is denied by both the ACC and Board will automatically forfeit their application deposit.
11. ACC approval is non-transferrable from one new home or home improvement application to another new home or home improvement application.

What Are the Responsibilities of the Board of Directors and the Architectural Control Committee?

1. Failure of the ACC to act within sixty (60) days following the date of application submission of the **required plan and specifications** shall constitute approval,³⁶ provided that the proposed improvements are in general harmony with the scheme of the community as set forth in the **Grandview Deed Restrictions; Construction Standards, Regulations, Specifications, and Regulations; Grandview By-Laws;** and other Rules and/or Policies as set forth by the Board of Directors and do not violate any of these covenants.
2. Failure of the ACC to respond within sixty (60) days does not imply permission to encroach on an easement or building line or change the **established drainage plan** or natural flow of water to cause water to flow onto neighboring properties or erosion to any of the drainage easements approved by the Montgomery, Texas County Engineers and shown on the recorded Plats for the subdivision.³⁷
3. No ACC or Board member can approve his/her own improvement (new home or other).
4. All improvements (new home or other) are subject to inspection, at any time, by the Board of Directors or its assigned agent.
5. The Board or its management agent may refuse to approve any contractor or builder who has outstanding assessments imposed by the Board for violations of the **Construction Standards, Specifications and Regulations.**
6. If an application is not approved and the property owner (applicant) wishes to discuss the decision made by the ACC, the applicant must contact the Board of Directors or its assigned management agent to make arrangements for a meeting. The Board of Directors has final authority over all actions taken by the ACC.
7. The Board shall give notice to and require the current owner of a previously owned or occupied property that the previous owner made an unapproved alteration or addition and that they

³⁶ **Article IV. Section 1.**

³⁷ Moyer Surveying, Section One, File #2005-074928, Section Two File #2006-029446, Town and Country Land Surveying, Section 3 File #2007-035227.

have purchased a property which is in violation of the Deed Restrictions for which the current owner is responsible to correct.

8. The Board and its assigned agent will handle all complaints by a property owner in a professional manner and all complaints shall remain confidential. If a property owner should have a complaint and reports it to the Board or its assigned agent regarding a violation of the Deed Restrictions, **ACC Guidelines**, and/or Policies and Rules of the Association of another property owner, action related thereto will be confidential.

What Are the Responsibilities of the Property Owner (Applicant)?

1. Property owners (applicant) must plan ahead for any property improvement or modification that requires ACC approval. No property owner (applicant) shall expect any application to be approved any sooner than that so specified in the application and any pressure exerted on the Board or its management agent or the ACC will be forthwith and outright rejected.
2. Property owners must have a new home secured and dried in within **six (6) months** after the application is approved and the property owner officially notified through the P.O.A. Board's office or the Board's management agent and completed within **nine (9) months**. Refundable deposits for new homes are forfeited if the home is not completed in nine (9) months.
3. Property owners must complete property improvements (except new homes) within **three (3) months** after the application is approved and the property owner officially notified. Refundable deposits for property improvements (except new homes which is nine months) are forfeited if the improvement is not completed in three (3) months.
4. If construction of new homes has not begun within six (6) months from the date of approval of an application, the approval is no longer viable, all deposits forfeited, and the application must be resubmitted.
5. The property owner (applicant) is responsible for all improvements as they regard safety, whether structural or otherwise, and conformance of building codes or other governmental regulations.³⁸
6. The property owner (applicant) is responsible to insure that all property improvements result in a properly designed structure and satisfy any and all legal requirements.³⁹
7. Property owners (applicants) must correct any outstanding violations and/or submit payment for all dues assessments, fines, or deposits which are in arrears before any application will be accepted or acted upon.
8. If an application is not approved and the property owner (applicant) wishes to discuss the decision made by the ACC, the applicant must contact the Board of Directors or its assigned management agent in writing to request a meeting and the specific reasons for requesting said meeting. The Board of Directors at its own discretion will determine whether the request for a

³⁸ ARTICLE IV, Section 6.

³⁹ ARTICLE IV, Section 5.

meeting has merit and shall so notify the property owner (applicant) in writing either directly or through its management agent of its decision.

What Are the Responsibilities of the Community?

1. Property owners should not provide advice concerning ACC application approvals or disapprovals to another property owner who is considering a modification to their property. The neighbor's modification may have been permitted under a prior guideline but is no longer allowed, may not have been approved, or it may have been disapproved and requires modifications.
2. Current property owners are responsible for any existing violations. Purchasers of a previously owned or occupied property will receive a notice that the previous owner made an unapproved alteration or addition and that they have purchased a property which is in violation of the Deed Restrictions. Property owners who have violations that do not require ACC approval and are outstanding at the time a property is sold, said violations will also pass to the new owner of the property and become the responsibility of the new owner to correct.
3. Property owners are encouraged to help maintain the beauty of the Community. To this end, all property owners have an obligation to conform to the Deed Restrictions, **ACC Guidelines**, and all Policies and/or Rules and to ensure non-complying improvements get corrected. If a property owner should have a complaint regarding a violation, that property owner may notify the Board or its assigned agent in writing via electronic means or regular USPS mail. All complaints will be handled in a professional manner and shall remain confidential.

Indemnity of the Board of Directors and the Architectural Control Committee

1. No member of the Committee, the Association Board of Directors, or their successors or assigns shall be liable for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the Committee unless due to the willful misconduct or bad faith of the party to be held liable.⁴⁰
2. The Board, its officers, ACC, or P.O.A. shall not be held liable for any unapproved improvements, alterations, additions, or modifications made to a Lot that is being offered for sale. If a buyer or title company requests a "Resale Certificate," the Board or its assigned agent will clearly report that the property is in violation of the Deed Restrictions applying to the subdivision or the By-Laws or Policies and Rules of the Association, such violations being the responsibility of the current owner or buyer to correct prior to closing.
3. The Board, its officers, and the ACC are not responsible for the structural adequacy, capacity or safety features of any proposed improvement or structure.
4. The Board, its officers, ACC, or P.O.A. are not responsible for any soil erosion or unstable soil conditions which may result from natural causes or be caused by any property owner who knowingly, unknowingly, or willfully ignores the Deed Restrictions and **Drainage Policy**.

⁴⁰ ARTICLE IV, Section 6.

5. The Board, its officers, and the ACC seeks to enforce compliance with any and all building codes, safety requirements, governmental laws, regulations, or ordinances through its application and approval process for all improvements, alterations, additions, and modifications, but shall not be held liable for the failure of property owners or contractors who fail to comply with them after application approval is given.
6. The Board, its officers, ACC, or P.O.A. are not responsible and shall not be held liable for the performance or quality of construction performed by any applicant or his subcontractors.
7. To the fullest extent permitted by applicable law, the Association shall and does hereby agree to indemnify, protect, hold harmless and defend its officers, directors, and committee members from and against all claims, demands, injuries, losses, liens, causes of action, suits, judgments, penalties, liabilities, debts, costs and expenses, including court costs and attorneys' fees (collectively, "Liabilities"), of any nature, kind or description, whether arising out of contract, tort, strict liability, misrepresentation, violation of applicable law and/or any cause whatsoever (including without limitation, claims for injuries to or death of any person, or damages to or loss of any property) of any person or entity directly or indirectly arising out of, caused by, in connection with, or resulting from any omission of any officer, director, or committee member. The Association shall not indemnify, however, any officer, director, or committee member for any liabilities arising as a result of gross negligence or willful misconduct.⁴¹
8. The Board, its officers, and committees shall in no way be caused to suffer emotional stress, isolation, and alienation because of abusive language in writing or in person or unrealistic expectations by applicants, builders, or contractors in which any of these parties is expected to exempt the applicant, builder, or contractor from the Deed Restrictions; **Construction Standards, Regulations, Specifications, and Requirements**; **ACC Guidelines**; and Board Policies and/or Rules
9. The Board, its Officers, and the Architectural Control Committee may, at its discretion, refuse to act on any application if an applicant lobbies individual Board members, Officers, and Committee members for approval, exemptions, or precedent of any improvement, addition, alteration, or modification in the subdivision or seeks to "divide and conquer" the Board, its Officers and Committee members for legal and/or personal gain.
10. The Board, its Officers, the Architectural Control Committee, and the P.O.A. management agent shall keep all reviews of applications strictly confidential to protect the integrity of the process. Hearsay that may be generated in the community by the applicant or the applicant's neighbors by knowingly, unknowingly, willfully or intentionally distorting facts and information regarding any work of the ACC, the Board, or the Board's management agent is strictly condemned.

⁴¹ By-Laws ARTICLE VI, G.

AESTHETIC QUALITY OF COMMUNITY POLICY

In order to promote the aesthetic quality of the community, the following items are **prohibited** from appearing within the properties:

1. **Air conditioners** in the window of any structure on the Lot.
2. **Antennas** except as set forth in the Deed Restrictions⁴² and each is subject to approval of the Architectural Control Committee (hereafter referred to as ACC) and removal if in violation of these restrictions.
3. **Awnings** over windows, doors, or any area that may be seen from the street or neighboring lots.
4. **Basketball hoops** installed without prior approval of the ACC. **Temporary basketball goals** shall not be permitted to be in place for a period that exceeds a total of 24 hours per week and must be located out of view when not in use.
5. **Boat Slips** installed without prior approval of the ACC.⁴³
6. **Bulkheading** installed without prior approval of the ACC.⁴⁴
7. **Dead trees** that are visible to the public.
8. **Docks** installed without prior approval of the ACC.⁴⁵
9. **Drainage** that is modified and causes such drainage to flow onto neighboring Lots.
10. **Drainage** that is modified from that which was established to effect proper drainage toward the Canal without ACC approval
11. **Drying services** such as clotheslines, reel, hanging circles and other exterior **drying services**. No fence may be used for the drying of clothes or towels if in public or neighboring view nor used for the hanging of pool equipment.
12. **Exterior lights** installed without ACC approval.
13. **Firearms, firecrackers, or other fireworks** may not be discharged in the Properties.⁴⁶
14. **Flagpoles**, flags, pennants, ribbons, streamers, wind sock and weather vanes that have not been approved by the ACC.⁴⁷
15. **Fuel Storage** of more than ten (10) gallons outside regular licensed vehicle gas tanks.
16. **Garbage cans** in public or neighboring view except on the day that garbage is collected or during use to dispose of debris from yard maintenance.
17. **Generators** may not be installed without ACC approval and must follow the **Generator Policy** as set forth by the Grandview Estates Board of Directors.⁴⁸
18. **Grass clippings** left on the streets after mowing.
19. **Improvements and/or landscaping** in Grandview Estates that are not in harmony with existing structures, design, color, and location with respect to topography and finished grade elevation and in compliance with minimum construction standards⁴⁹
20. **Improvements and/or landscaping** that causes drainage to flow onto neighboring Lots.

⁴² **ARTICLE III, Section 23.** All references to **ARTICLES** in this document are from the Declaration of Covenants, Conditions, and Restrictions of Grandview.

⁴³ **ARTICLE III, Section 31.**

⁴⁴ Ibid.

⁴⁵ Ibid.

⁴⁶ **ARTICLE III, Section 9.**

⁴⁷ **ARTICLE III, Section 19.** Grandview Estates Property Owners Association, Inc. **Regulation of Solar Panels, Roof Shingles, Flags, Flag Poles, Religious Items and Rain Barrels.**

⁴⁸ Grandview Estates Property Owners Association, Inc., Architectural Control Guidelines, Generator Policy.

⁴⁹ **ARTICLE II, Section 3.**

21. **Improvements** including main residence, out building, garage or carport, swimming pool, boat slips, fence or any part thereof located nearer than five (5) feet to any interior side Lot line.⁵⁰ All improvements must be approved by the ACC prior to the beginning of construction. See the **Outbuilding Policy, Fence Policy, Swimming Pool Policy, Generator Policy** .
22. **Livestock** including horses, cows, hogs, poultry, or livestock of any kind (other than house pets of reasonable kind and number) may be kept on any Lot.⁵¹
23. **Mailboxes** that do not conform to the design shown in the **Construction Standards, Regulations, Specifications, and Requirements**.⁵²
24. **Manufactured homes or mobile homes** on any Lot.⁵³
25. **Motor bikes, motor cycles, motor scooters, “go-carts,” or other similar vehicles** that are operated on the properties, if, in the sole judgment of the Association, such operation, for reason of noise or fumes emitted, or by reason of use, shall constitute a nuisance or jeopardize the safety of the Owners, his tenants and their families.⁵⁴
26. **Motor vehicle** repair work, dismantling or assembling of motor vehicles or other machinery or equipment on street, driveway, or any portion of the Properties.⁵⁵
27. **Motor vehicles** parked or stored on any part of any Lot, easement, right-of-way, or any other area unless such vehicle is concealed from public view inside a **garage** or other **approved enclosure**, except passenger automobiles, passenger vans or pickup trucks that are in operating condition; have current license plates and inspection sticker, and are in daily use as motor vehicles on the streets and highways of the State of Texas; and which do not exceed six (6) feet, six (6) inches in height or (7) feet, seven (7) inches in width or twenty-one (21) feet in length, may be parked in the driveway on such Lot.⁵⁶ No registered, operating motor vehicle may be parked on the grass or other landscaping.
28. **Motor vehicles**⁵⁷ that are unregistered or inoperable.
29. **Non-motorized vehicle**, trailer, boat, marine craft, hover craft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot, easement, right-of-way or any other area unless such object is concealed from public view inside the garage or other approved enclosure.⁵⁸
30. **Ornamental statuary, sculpture and/or yard art** that is visible from a public street, private street within Grandview Estates or common area excluding those which may be part of an otherwise approved landscape plan and approved by the ACC.⁵⁹
31. **Outdoor furniture** positioned on lawns or driveways and in public or neighboring view for more than 48 hours. All outdoor furniture must be properly maintained and located on porches, patios, or pool decks that have been approved by the ACC.
32. **Pets** running free. All pets must be on a leash.⁶⁰
33. **Playground and recreational equipment** permanently installed without ACC approval⁶¹ and

⁵⁰ **ARTICLE III, Section 6.**

⁵¹ **ARTICLE III, Section 25.**

⁵² **ARTICLE III, Section 17.**

⁵³ **ARTICLE III, Section 1.**

⁵⁴ **ARTICLE III, Section 21.**

⁵⁵ **ARTICLE III, Section 22.**

⁵⁶ **ARTICLE III, Section 22.**

⁵⁷ **ARTICLE III, Section 19.**

⁵⁸ Ibid.

⁵⁹ Ibid.

⁶⁰ Ibid.

- none shall be allowed if in public or neighboring view.
34. **Property improvements** that have been approved by the ACC, but have not been completed **within three (3) months, except for new home construction which must be secured and dried in within six (6) months and completed within nine ((9) months.**
 35. **Property improvements** that require ACC approval, but have not been approved.
 36. **Satellite dishes** larger than 20" in diameter and visible from any street within or outside the subdivision.
 37. **Security cameras** with surveillance that extends beyond any interior side Lot line and invades the privacy of neighboring Lots.
 38. **Shrubbery** that is overgrown, dead, or left untrimmed in an unsightly manner.
 39. **Signs** (except approved by the ACC).⁶²
 40. **Solar panels** are not allowed without prior approval of the ACC.⁶³
 41. **Storage bins**, including plastic upright storage units, unless placed at the rear of the property and not visible from the street or neighboring Lots.
 42. **Swimming pool equipment** that is visible from the street or neighboring view. Wrought iron fencing alone does not hide swimming pool equipment and is not acceptable as a screen from public view. Swimming pool equipment cannot be placed in the five-foot drainage easement.
 43. **Swimming pools** that are above ground.
 44. **Uncut grass and weeds.** The front and rear yard of all waterfront Lots, the front and side yard of all corner Lots, and the front yard of all other Lots must be landscaped and the owner must cut all weeds and grass thereon and maintain the Lot in a sanitary, healthful and attractive manner.⁶⁴ Grass shall not be allowed to grow onto the streets.
 45. **Vehicle trespass**, licensed vehicle or unlicensed, over the common area landscaping or across the drainage/utility easements, except as may be necessary for the mowing of Lots.
 46. **Vines and wild shrubbery** that are growing up and around the trunks of trees.
 47. **Yard equipment, wood piles, or storage piles** that are visible to the public.⁶⁵
 48. **Yard umbrellas** that are faded, worn, and visible from the street or neighboring view and no more than two (2) **umbrellas** shall be placed on deck furniture and/or around pools if visible to neighboring or public view. Umbrellas that are permanently installed shall require ACC approval.
 49. **Other** objects that may be an eyesore to the community and its residents.

Inspections for Compliance Violations of the Deed Restrictions, Bylaws, and ACC Guidelines and Board Policies and/or Rules

All Lots are subject to inspection at any time by the P.O.A., its Board of Directors, Architectural Control Committee, or the assigned agent of the P.O.A.

Any property owner in violation of any of the prohibited items above will be sent a letter from the P.O.A. Board of Directors or its management agent, advising the property owner of the violation.

⁶¹ Ibid.

⁶² Grandview Estates Property Owners Association, Inc., Regulation of Solar Panels, Roof Shingles, Flags, Flag Poles Religious Items and Rain Barrels.

⁶³ **ARTICLE III, Section 24.**

⁶⁴ **ARTICLE III, Section 20.**

⁶⁵ **ARTICLE III, Section 20.**

Property owners will be given thirty (30) days to correct the violation. If the violation does not require ACC approval, the property owner will be given thirty (30) days to correct the violation. If the violation is not corrected within thirty (30) days, the violator will be issued a fine weekly in the amount specified in the "Compliance Violation Fee Schedule" until the violation is corrected. If the violation is not corrected after three (3) months, the P.O.A. reserves the right to correct the violation at the expense of the property owner.

Any property owner who is in compliance violation of any improvement, alteration, addition, or modification that requires ACC approval will be sent a letter identifying the compliance violation and issued a fine in the amount of the deposit that is required when applications are submitted for ACC approval.⁶⁶ This fine is non-transferrable to an application for ACC approval. If the compliance violation is not corrected within ten (10) days⁶⁷, a fine as specified in the "Compliance Violation Fee Schedule" will be assessed weekly until the violation is corrected or on appeal.

Property Maintenance that Does Not Require ACC Approval

Property owners who do property maintenance improvements so denoted with an asterisk (*) below shall notify the Board of Directors or its designated management agent⁶⁸ of the property maintenance improvement in writing. This notification is intended solely to protect the property owner from being reported for violation of the ACC requirements for a (a) new home or (b) property improvement that requires ACC approval.

1. *Painting of **House** if painted the same color as originally approved by the ACC.
2. *Painting or powder coating wrought iron **Fence** in black if the fence was previously approved by the ACC.
3. *Painting or powder coating wrought iron **Trim** if painted with the same color as originally approved by the ACC.
4. *Repairs to **Driveways** that do not deviate from that which was originally approved by the ACC regarding physical dimensions and materials used.
5. *Replacement of **windows** and **doors** if they match that which was originally approved by the ACC.
6. *Replacing **Gutters** and **downspouts** which match the surface they are attached to if they are installed so water runoff does not go onto adjacent properties or change the established drainage plan.
7. *Replacing **Roof** if replaced with the same materials and color as were originally approved by the ACC.
8. *Staining of **Shutters, Trim, and/or Garage Doors** if the same color is used as was approved at the time of initial ACC approval.
9. **Dirt fill** that may be required to restore the **original established drainage plan** or fill pockets or low areas where water will stand following a rain or during normal yard watering.
10. **Interior modifications** and/or decorating except that **no garage** may be converted to living space or storage.

⁶⁶ Refer to the Grandview Estates P.O.A. Property Improvement Application and the Grandview Estates P.O.A. "Compliance Violation Fee Schedule."

⁶⁷ **ARTICLE III, Section 31.**

⁶⁸ See the Property Improvement Form that must be submitted to the Grandview Board of Directors or its management agent.

11. Mulching **flowerbeds and around trees and shrubs** or vacant spots that are considered enhancements to the original landscaping.
12. Painting of **mailboxes** if in the same color as originally approved by the ACC.
13. Pruning of **trees**.
14. Removal of **dead trees**.
15. Replacement or extensions of **irrigation systems** if previously approved by the ACC.
16. Replacing **trees, shrubs**, and other landscape materials that were originally approved by the ACC.
17. Resurfacing **porches** and **patios** if resurfacing is not changed from that originally approved by the ACC.

PROPERTY MAINTENANCE POLICY VACANT LOTS

The maintenance of property is the property owner's responsibility and failure to keep property mowed and debris removed is in violation of the Grandview Declaration of Covenants, Conditions, and Restrictions, Article I, Section 20: Lot/Yard Maintenance. Complying with these restrictions is for the mutual benefit of all property owners.

All property owners shall be assessed a non-compliance fee according to the "Compliance Violation Fee Schedule" on any Lot with grass and weeds that are not cut in a sanitary, healthful, and attractive manner. Lots with dead wood, dead trees, or other debris will be assessed a non-compliance fee per violation. These assessments will continue monthly until the grass and weeds have been mowed or the dead trees or debris removed. **Grass and weeds must be mowed or weed whacked to the property edge of the drainage ditch.**⁶⁹ Property owners are also reminded that it is their responsibility to inform their mowing contractors of the location of their Lot lines. If there are disputes over Lot lines and grass is left uncut or debris unattended between Lots, the Lot owner(s) is(are) responsible for employing the services of a licensed survey company to settle the dispute. Lot owners are cautioned not to assume that real estate agents or other Lot owners know the exact location of Lot lines.

No Lot shall be used or maintained as dumping ground for rubbish, including dead trees and other vegetation. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street "or from the view of neighboring lots"⁷⁰, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction commences and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

No Lot owner shall burn anything, including dead trees and vegetation, garbage, trash, or other rubbish.

In the event it becomes necessary to employ legal counsel to collect fines, maintenance dues, or other assessments, Lot owners will be responsible for reasonable attorney's fees and all costs of court incurred in such collection efforts.

Property maintenance contractors can access Grandview Estates properties through the front gate **only** and it is the Lot owner's responsibility to provide the access code to them. The costs for any damage done to Grandview Estates Property Owners Association, Inc., common areas by a property owner or property owner's contractor will be charged to the property owner. Any damage that is caused to interfere with the established drainage ditches along the streets or through properties is the property owner's responsibility. Property owners are charged with the responsibility and liability for damage that their contractor(s) may cause if trespassing into Grandview Estates by going around the gates, across drainage ditches, and over the berms, or driving vehicles and other machinery that causes

⁶⁹ Beginning in January 2013 all Lot owners will be required to mow and maintain their Lots to the streets, including the removal of grass and weeds that may be growing onto or into the streets. No interference with the established drainage pattern over Lots is allowed. The owners shall keep the area over the route of the utility drops free of excavations and clear of structures, trees, and other obstructions.

⁷⁰ Policy statement adds "or from the view of neighboring lots" to Deed Restrictions, Article III, Section 13.

or contributes to the destruction and need for repair of the streets.

It is not the responsibility of the P.O.A to monitor illegal trespass on or across properties, including homeowner driveways, or to send notices that grass needs to be mowed or debris and trees removed. A schedule of inspections may be given property owners and compliance violation fines will be assessed in accordance with this policy for any Lot that is in violation.

The code to enter Grandview Estates through the front gate changes from time to time and all property owners whose email addresses are known to the Board of Directors are so notified when the old code is deleted and the new code activated.

Vacant lots will be inspected once a month at the same time as will all other properties in the subdivision.

CONSTRUCTION STANDARDS, REGULATIONS, SPECIFICATIONS AND REQUIREMENTS

The following information is general information that all property owners must be aware of, comply with, and acknowledge when building a new home and/or making improvements to properties on which a house is already built in Grandview Estates. Please read all "Construction Standards, Regulations, Specifications, and Requirements" provided herein and keep this document for your future reference. All builders and property owners must sign a "Letter of Understanding" regarding this document as a condition for P.O.A. approval to build or make improvements to properties located herein.

Architectural Control Committee (ACC) approval is required for the construction of a new residence and/or improvement to any property located within Grandview Estates. Prior to submitting plans for any new construction or property improvement, the applicant and/or contractor is advised to read the **Construction Standards, Regulations, Specifications, and Requirements**, the **ACC Guidelines**, as well as the Declaration of Covenants, Conditions, and Restrictions of Grandview for the Grandview Section in which the property is located. The designer and all subcontractors should review this information.

CONSTRUCTION STANDARDS

The Property Owners Association requires the Builder, and or Owner, to have a qualified inspector in the Builder's employment to perform inspections as outlined below. All inspectors must be International Code Certified (ICC) with a combination Residential Code Certification in building and licensed in the State of Texas. The owner and builder will employ this inspector to conduct the required inspections and submit a copy to the P.O.A. Board each time an inspection is completed. **The Builder, Owner, Inspector, and P.O.A. Board will agree to a plan whereby the results of each inspection is submitted at the time of inspection.**

1. Designer Requirements

- A. All slabs must be designed and inspected by a registered foundation engineer.
- B. All homes must be designed by a registered architect or by a member of the Texas or American Institute of Building Design.
- C. The appropriate **original** seal and **original** signature must appear on all drawings.

2. Building Code

- A. All homes must be designed to the most current edition of the **International Residential Code for One and Two Family Dwellings**.
- B. Before home closing, the certified code inspector must verify in writing that the structure meets the current **International Residential Code for One and Two Family Dwellings**.

3. Inspections

- A. A "Qualified Inspector," under the builder's/owner's employment, must inspect the construction of each residence.

- B. "Qualified Inspector" is a third-party licensed architect, registered structural engineer, and building inspector who is International Code Certified (**ICC**) with a combination residential code certification in building and licensed in the State of Texas.
- C. "Third Party" means a person other than the project owner, a person who performed all or a portion of the work, an owner, employee, officer, or director of any entity, which performed all, or a portion of the work, or a member of their immediate families.
- D. The Architectural Control Committee, as applicable, requires inspections of the property at the following times during construction:
 - I. Foundation Pre-Concrete Inspection
 - II. Frame Inspection
 - III. Mechanical Inspections
 - IV. Final Inspection
 - V. Final Aerobic System Inspection

4. **Final Surveys**

- A. A final survey of the Lot that has the surveyor's **original seal and original signature**. The final survey must show the location of the residential structure and any other improvement that has been placed on the Lot during the ACC-approved construction.
- B. A final grade survey and inspection that details the drainage plan on a topographical drawing and shows all surface and subsurface drainage improvements, retaining walls, and gutters, if utilized.

No deposit refunds will be made unless and until all inspection reports and the final surveys have been submitted to the Board or its management agent.

AEROBIC SYSTEM REGULATIONS AND REQUIREMENTS

1. No aerobic system shall be installed or modified on any lot until the complete construction plans, specifications, plot plan showing the location of the system, scale drawing and all structures served, all from the same registered Professional Engineer or Certified Sanitarian, together with a copy of the construction permit from SJRA and a copy of the Construction and Maintenance Contract from a Certified Installer and Certified Maintenance Company, have been submitted and approved in writing by the Architectural Control Committee.
2. All plans submitted to the Architectural Control Committee must include **San Jacinto River Authority approval of the Aerobic Septic System**.
3. The Architectural Control Committee and the San Jacinto River Authority **must** approve all modifications of **any** kind to the Aerobic Septic System. A Certified installer must perform all installations and modifications. Any information in item #1 above must be submitted and approved by the Architectural Control Committee.
4. All plans submitted to the Architectural Control Committee must have the Certified Sanitarian **original stamp seal and original signature of approval**.
5. All aerobic septic systems **must** be under a maintenance contract at all times with a Licensed

Wastewater Operator, Certified Installer or Certified Maintenance Company. All maintenance must be performed by a Certified Maintenance Company approved by the Texas Commission on Environmental Quality (TCEQ), the County of Montgomery, Texas, or its authorized agent. Copies of the Maintenance Contract must be submitted to the Board or its assigned agent on an annual basis.

6. All installed Aerobic Septic Systems must have a **final inspection** by the San Jacinto River Authority verifying that the installation is complete and approved by a Certified Sanitarian in writing with an original stamp seal and original signature of approval.
7. All aerobic septic systems **must** comply with all State Laws and regulations governing the installation and maintenance of On-Site Sewage Facilities from the Texas Commission of Environmental Quality and the County of Montgomery, Texas or its assigned agent.
8. The Architectural Control Committee, SJRA, TCEQ, and The County of Montgomery, Texas reserve all rights to enforce all regulations governing On-Site Sewage Facilities.
9. Grandview P.O.A. requires a **final inspection** of the installed aerobic system. Deposits will **not** be refunded until an as-built or final inspection report from a **registered sanitarian** has been submitted to the P.O.A.
10. Owner agrees to pay all court fees, attorney fees, and all fees to bring the system into compliance should the owner fail to maintain a properly operating system pursuant to these and the SJRA rules in effect from time to time.

CONSTRUCTION REGULATIONS AND SPECIFICATIONS

Architectural Control Committee approval is required for the construction of a new residence and/or improvements made to any property located in Grandview. Prior to submitting plans for any new construction or property improvements, the applicant agrees to review these **Construction Standards, Regulations, Specifications, and Requirements, Declaration of Covenants, Conditions, and Restrictions** for the Section of Grandview in which the applicant's lot is located, and the **Grandview Estates Architectural Control Guidelines** regarding New Homes or other Property Improvements for which application is being made. This information should be reviewed by the designer, builder, and all subcontractors, as well as the owner.

The Architectural Control Committee, the Board, its officers, and the Property Owners Association have no obligation and are not liable for approval of any improvement or modification to any improvement on a lot deemed approved for the improvement or modification of improvement from the standpoint of safety, whether structural or otherwise, or conformance of building codes or other governmental laws or regulations. All decisions of the Architectural Control Committee and the Property Owners Association Board of Directors are indisputably final.

1. The form survey, to be prepared by a surveyor registered in the State of Texas must be submitted to the P.O.A. Board for approval and must show the location of the forms on the lot **prior to pouring the foundation**. This survey shall show that the structure will not violate any lot lines, building set back lines or easements as described in the Deed Restrictions.

2. A temporary **plastic construction fence** must be installed along each side, front, and rear property lines before construction begins and will remain throughout the construction.
3. No owner or contractor may enter onto a lot adjacent to the building site for purposes of ingress and egress to his lot during or after construction unless the same owner also owns the adjacent lot. All lots adjacent to the building site shall be kept free of any trees, underbrush, trash or other building materials during construction of the residence.
4. All tree stumps, trees, limbs, underbrush and any other debris, removed from the lot for construction of the residence, must be removed and hauled out of the subdivision prior to starting construction. **Burning is not allowed** in the subdivision, except by Grandview P.O.A. Board of Directors, if essential and approved by the Montgomery, Texas fire department.
5. No fill, including foundation fill, shall be placed or maintained on any lot nearer to the front, rear, side or street side lot building setback line as shown on the plat or nearer to the property line than the minimum building setback lines listed in the recorded Declaration of Covenants, Conditions, and Restrictions for each section unless a deviation is approved in writing by the Architectural Control Committee to the Board of Directors who must also approve such deviation. A detailed **drainage plan** on a topographical drawing must reflect surface or subsurface drainage improvements, retaining walls, and gutters if utilized. This topographical drawing must be submitted with the application and another submitted at the time the residence is completed.
6. All concrete contractors shall wash their trucks out on the building site where the concrete is being poured and **not on adjacent lots or in the streets and ditches**.
7. All building sites shall be kept clean and materials stored in an orderly manner. An acceptable trash receptacle will be maintained for construction debris, paper, lunch wrappings, drink container, etc. which will be picked up on a daily basis, and the Builder will be responsible for assuring that it is so used and will see that the trash is properly disposed.
8. No trash, materials or excess dirt is allowed in the street or ditches. Any such trash, materials or excess dirt or fill inadvertently spilling or getting into the street or ditches shall be removed, without delay, on a daily basis.
9. All vehicles belonging to work crew will either be parked on the lot where the construction is occurring or on the same side of the street. No vehicle will block a driveway, view of oncoming traffic or be parked on a neighbor's driveway without obtaining permission of the property owner prior to construction.
10. A temporary electrical pole will be installed by the Builder prior to construction and maintained until the permanent connection to the house is made.
11. Port-a-can facilities must be provided at all job sites when site clearing starts and maintained in place until construction is completed. Port-a-can must be placed on the lot, not in the street or ditches.
12. No construction will begin before 7:00 a.m. or after 7:00 p.m. Special times may be approved

for pouring slabs. P.O.A. reserves the right to change open hours for construction on job site.

13. All work performed must meet the requirements of the International Residential Code for One and Two Family Dwellings and the National Electrical Code. All concrete poured must contain at least 4 1/2 sacks of cement per cubic yard of concrete.
14. Building may **not** commence until the Architectural Control Committee approves all plans.
15. Driveway slopes cannot extend past the building line if extended to the asphalt.
16. No driveway concrete may encroach past the building line on any lot.
17. Culvert and slopes for driveway must be installed prior to construction. Safety Slopes are required. **Builder/Owner is responsible to maintain ditch flow.**

ON-SITE CONSTRUCTION REGULATIONS AND SPECIFICATIONS

The Grandview P.O.A. regulates and monitors the following areas during construction on a daily basis. Fines levied to the builder, which result in out-of-budget expenses, becomes the motivation we find most likely to achieve compliance of regulations. Therefore, expect fines to increase to a level which will achieve optimum performance of the builder and contractor. When violations of the Contractor Requirements are observed, the builder will be so notified and will have thirty-six (36) hours to perform the work or a fine will be issued to the builder equal to the cost of cleanup and repairs plus inspection and processing costs to the POA.

1. Lack of Port-a-Can facilities on job site.
2. Lack of dumpsters or other authorized trash receptacles on job sites.
3. Lack of construction fencing on job sites.
4. Mud and dirt in street after completion of day's work.
5. Nails in streets.
6. Construction trash and debris – unkempt job sites.
7. Construction trash left on vacant lots.
8. Indiscriminate dumping of wash-out concrete in all areas.
9. Lack of builder response to provide proper yard drainage.
10. Improper maintenance of drainage ditch to maintain storm flow.
11. Sub-contractors' food and drink containers should not litter our streets and right of ways.
12. **Absolutely no** beer cans and bottles on or near your job sites.
13. **Absolutely no** ingress and egress adjacent properties are allowed without written approval from the adjacent property owner. Written approval must be submitted to the P.O.A. office.
14. **Absolutely no** ingress or egress is allowed across ditches unless specific written approval has been granted by the P.O.A.
15. **Absolutely no** ingress or egress is allowed **through** the back gate or **around** the back gate. Any damage to Grandview Estates P.O.A. common areas, including ditches, gates, and streets will be repaired at the expense of the Builder.

In addition to the items above, homeowners in the area with ongoing construction should not be blocked by construction traffic to their own home or street. Normal daily traffic and emergency services

should not be blocked. With this in mind, please review the following list of P.O.A. expectations of builders.

1. Builders will keep all streets open to traffic.
2. Supervise all concrete placement and clean-up activity.
3. Post and maintain street address signs.
4. Keep silt and dirt out of streets and storm water system.
5. Remove all blowing trash daily.
6. Maintain all **construction fencing** during construction.
7. Clean up all neighborhood trash and remove street dirt and silt prior to each move-in or home completion.

CONTRACTOR REQUIREMENTS

1. All site-clearing contractors must remove all debris and **broom clean** the street immediately after clearing. The site-clearing contractor will immediately reinstall all **silt fencing property**. The clearing contractor shall also repair and replace vegetation fencing except for the driveway area. If the clearing contractor fails to perform the work described, the builder will be so notified and will have thirty-six (36) hours to perform the work or a fine will be issued to the builder equal to the cost of cleanup and repairs plus inspection and processing costs to the POA.
2. Trucking companies hauling form fill will remove all dirt in the street upon completion. Hauler will also **broom clean** the street, retrench for **silt fence** and properly reinstall **silt and vegetation fencing**. If the hauling contractor fails to perform the work described, the builder will be so notified and will have thirty-six (36) hours to perform the work or a fine will be issued to the builder equal to the cost of cleanup and repairs plus inspection and processing costs to the POA.
3. Concrete contractors/finishers will remove all dirt and concrete from the street and **broom clean** the street immediately after concrete placement. The concrete contractor/finisher will immediately retrench and properly install all damaged silt and vegetation fencing. If the concrete contractor/finisher fails to perform the work described, the builder will be so notified and will have thirty-six (36) hours to perform the work or a fine will be issued to the builder equal to the cost of cleanup and repairs plus inspection and processing costs to the POA.
4. Concrete contractors/finishers and concrete suppliers will be responsible for washing equipment and discharging waste concrete at a site designated by the builder for whom they are employed. The discharge site must be on the construction site property or property owned by builder. Any and all violations for washing equipment and discharging waste concrete will result in a fine to the builder in the amount of \$1,000.00 per incident plus inspection and processing costs to the POA.
5. Grading contractors will remove all dirt and debris in the street immediately upon completion. The grading contractor must **broom clean** the street after rough and final grade. The grading contractor will also immediately and properly reinstall all silt and vegetation fencing after rough grade. If the grading contractors fail to perform the work described, the builder will be so notified and will have thirty-six (36) hours to perform the work or a fine will be issued to the builder equal to the cost of cleanup and repairs plus inspection and processing costs to the POA.

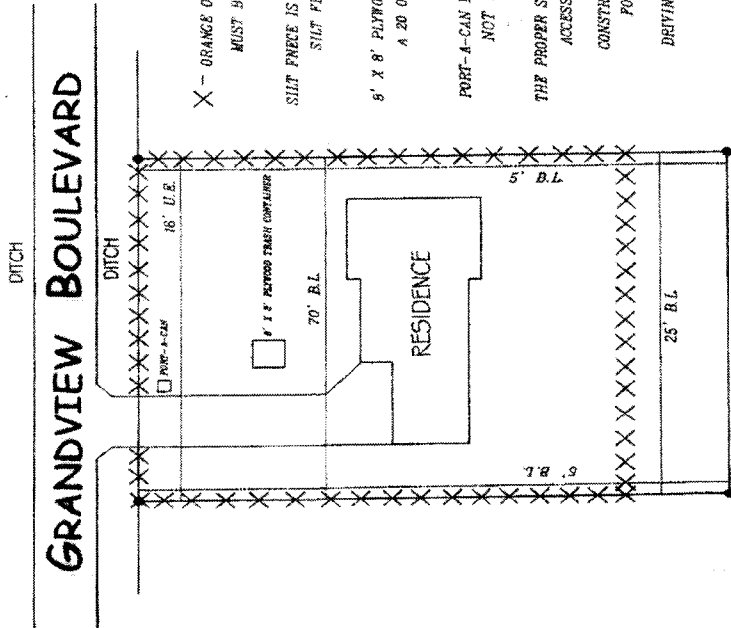
6. All landscapers will remove all containers, gravel, mulch, etc. Landscapers will remove all dirt and **broom clean** the street. Landscapers shall not place vegetation, sod scraps, or containers on adjoining vacant or occupied lots. If the landscaping contractors fail to perform the work described, the builder will be so notified and will have thirty-six (36) hours to perform the work or a fine will be issued to the builder equal to the cost of cleanup and repairs plus inspection and processing costs to the POA.

EROSION CONTROL REQUIREMENTS

All property owners will be responsible to maintain and control all erosion caused by residential construction. All contractors must remove or level all excess dirt left on the property after construction is completed to ensure the property maintains the established and approved drainage plan. Contractors must remove all debris and **broom clean** the street immediately after construction. The contractor shall also repair any damage to asphalt and ditch crossing used to access property. Property owners will be required to maintain proper Erosion Control Management during and after construction. This includes the proper installation of St. Augustine or other approved sod or properly installed erosion control blankets with **silt fencing** and grass seed during construction and the proper installation of St. Augustine or other approved sod at the completion of the construction of the residential structure. Failure by the property owner or the contractor to perform the work described above will result in loss of deposit, the cost to correct any drainage and/or erosion caused by residential construction, the costs to repair the streets plus inspection and processing costs to the POA. Grandview Estates P.O.A. will not be held liable for any damages caused by the construction activity.

INTERNATIONAL CODE CERTIFIED INSPECTORS

The owner and builder will employ an International Code Certified and State of Texas Licensed Inspector to conduct the required inspections and submit a copy to the P.O.A. each time an inspection is completed. Inspectors must be selected from the a list of P.O.A.-approved inspectors which is available from the P.O.A. Board or its management agent. A signed letter of agreement between the owner/builder and inspector to do the inspections of the proposed construction and submit a report of each inspection to the P.O.A. Board or its management agent must be submitted at the time of application.



- X - ORANGE OR GREEN CONSTRUCTION FENCE MUST BE INSTALLED TO CONTAIN ENTIRE JOB SITE
- SILT FENCE IS REQUIRED ANYWHERE WATER DRAINS OFF THE LOT
SILT FENCE MUST BE INSTALLED INSIDE THE CONSTRUCTION FENCE
- 8' X 8' PLYWOOD TRASH CONTAINER IS THE MINIMUM STANDARD
A 20 OR 40 YARD DUMPSTER IS ALSO ACCEPTABLE
- PORT-A-CAN FACILITIES MUST BE LOCATED ON THE LOT
NOT IN THE DITCH
- THE PROPER SIZE DRIVEWAY CULVERT MUST BE INSTALLED PRIOR TO ACCESSING THE PROPERTY.
- CONSTRUCTION TRAFFIC MUST USE CULVERT CROSSING FOR ALL ACCESS.
- DRIVING THROUGH THE DITCH IS NOT ALLOWED

TYPICAL JOB SITE
MINIMUM REQUIREMENTS

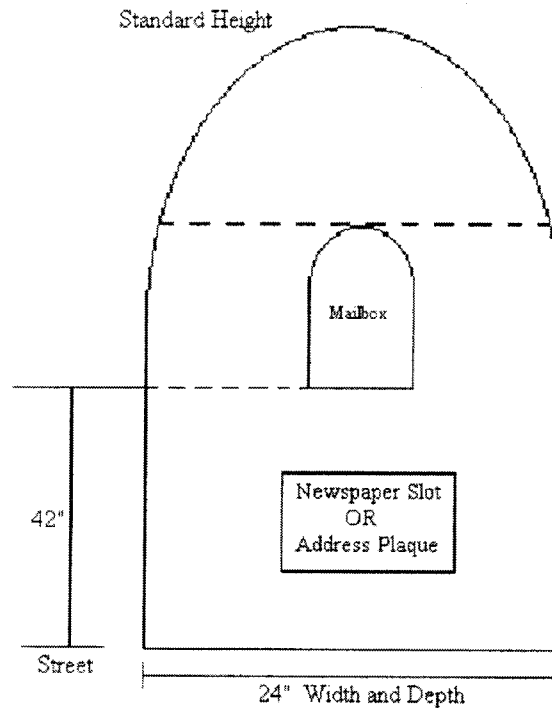
FOR COMPLETE REGULATIONS AND SPECIFICATIONS, PLEASE REFER TO THE BUILDING APPLICATION

Signage

1. These policies apply to all of Grandview.
2. One Contractor sign is allowed at a construction site.
3. At such time that the home is offered or listed by a real estate company, the real estate sign must be placed in the window of the home.
4. When the home is sold or occupied the Contractor's sign and/or Realtor's sign must be removed.
5. No sub-contractor's signs are allowed advertising work done at a location, such as lawn service, pool service, roofer, etc.
6. Open House signs are allowed on weekends. Also, during the week when there is an agent or sales representative on site.

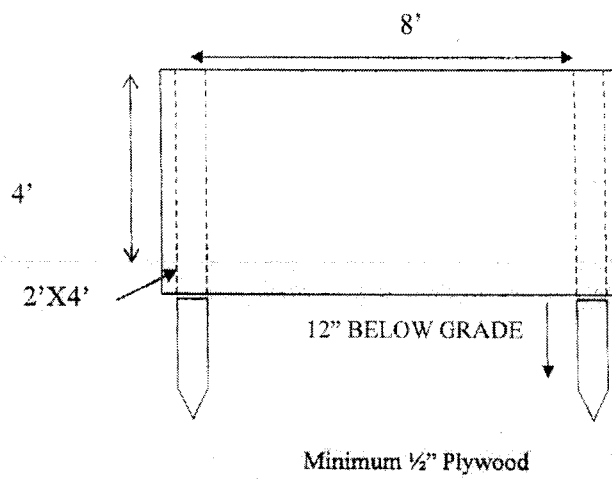
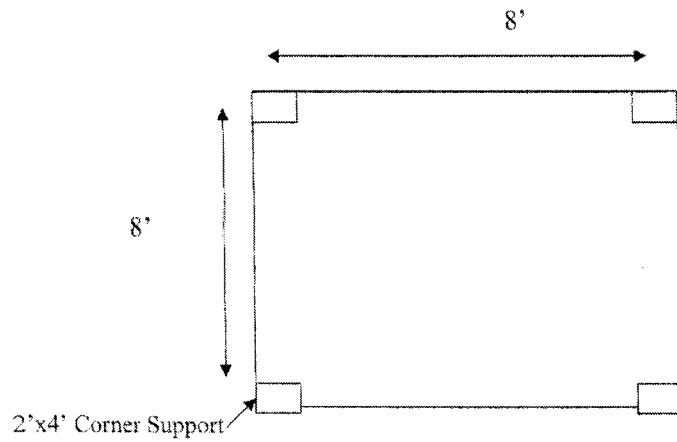
Standard Mailbox

This drawing is the approved standard mailbox design to be used for homes located in Grandview. Minor modifications may be acceptable but must be approved by the ACC.



Trash Receptacle
Minimum Standard

Please note: 40 and 20 yard dumpsters are also acceptable



DRAINAGE POLICY

Texas law requires that the Property Owner ensure that the placement of any modification or landscaping does not halt or materially impede drainage flowing off a neighboring tract, and does not redirect the flow or significantly increase the amount of water flowing onto a neighboring tract.

The drainage plan in Grandview Estates was designed and approved by the Montgomery, Texas County Engineers prior to the sale of any Lot in this subdivision. The drainage plan was configured such that all water runs into the canal which is under the jurisdiction of the San Jacinto River Authority and is shown on the Subdivision Plat. The construction of the drainage plan was continuously supervised and a final approval was given by the Montgomery, Texas County Engineers before the Developer turned over the subdivision to the property owners. The Montgomery, Texas County Engineers have final authority concerning the functionality of all drainage in Grandview Estates subdivision. Montgomery, Texas County Engineers have the right to enter upon any said easements at any and all times for the purpose of constructing and/or maintaining drainage work and/or structures on a strip of land a minimum of fifteen (15) feet wide on each side of the centerline of any and all gullies, ravines, draws, sloughs, or any other natural drainage courses located in the Grandview Estates subdivision.⁷¹

Texas law states that “No person may divert or impound the natural flow of surface waters in this state, or permit a diversion or impounding by him to continue, in a manner that damages the property of another by the overflow of the water diverted or impounded.”⁷²

There are four types of drainage:

1. Ditches that were constructed.
 - A. Ditches that were constructed within the property line perimeters in the 16-foot drainage/utility street easements or as noted otherwise on the File # 2205-074928, Section Two File #2006-029446, Section 3 File #2007-035227 in the Office of the Montgomery, Texas County Engineer :
 - both sides of the subdivision entrance street known as Grandview Parkway.
 - both sides of Grandview Lane past the exit gate along Bois D’Arc to the end of the subdivision.
 - both sides of all streets within the subdivision.
 - B. Ditches that that were constructed and run along the back of properties in the 16-foot drainage /utility easement or as noted otherwise on the Plat File # 2005-074928, Section Two File #2006-029446, Section 3 File #2007-035227 in the Office of the Montgomery, Texas County Engineer:
 - Section 2, Block 1, Lots 3 – 7.
 - Section 2, Block 4, Lots 1& 2.

⁷¹ Moyer Surveying, Section One, File #2005-074928, Section Two File # 2006-029446, Town and Country Land Surveying, Section 3 File #2007-035227. This is primarily for emergencies, but any resident who believes a property owner is causing a **drainage easement** to lose its functionality because of blockage may call the Montgomery, Texas County Engineer to cause the functionality to be corrected at the property owners’ expense.

⁷² Texas Water Code § 11.086(a).

- Section 3, Block 4, Lots 1 – 8.
- C. The ditches that were constructed and run along the side of Lots and shown on the Plat File # 2205-074928, Section Two File #2006-029446, Section 3 File #2007-035227 in the Office of the Montgomery County Engineer:
- Section 1, Block 2, between Lots 9 & 10.
 - Section 1, Block 2, Lot 17.
 - Section 2, Block 1, between Lots 3 & 4;
 - Section 2, Block 1 between Lots 12 & 13;
2. Ditches that were present at the time the Development was configured and shown on the Plat File #2005-074928, Section Two File #2006-029446, Section 3 File #2007-035227 in the Office of the County Engineer:
- Section 1, Block 2, Lot 9.
 - Section 2, Block 1, between Lots 7 & 8;
 - Section 2, Block 1, at the back of Lots 8 – 12;
 - Section 2, Block 1, beginning at the back of the pond and extending behind Lots 23-27
 - Section 2, Block 1, beginning at the back of the pond and extending behind Lots 31-35.
 - Section 1, Block 2, beginning at the back of Lots 1 – 4
 - Section 2, Block 2, Lot 23
3. Canal that was constructed with the approval of the San Jacinto River Authority and runs along the back of properties known as water-front property:
- Section 2, Block 1, Lots 13-22.
 - Section 2, Block 2, Lots 5-17.
4. Drainage easements that are five (5 feet wide along the side Lot lines of each Lot unless noted otherwise and shown as a sixteen (16)-foot drainage easement on the plat of the subdivision. Each Lot has an easement that is sixteen (16)-feet deep at the front and a back lot easement of sixteen (16) feet or as deep as that which is shown for each Lot as per the Plat Section One File #2005-074928, Section Two File #2006-029446, Section 3 File #2007-035227 in the Office of the County Engineer.

Each Owner of a Lot agrees that he [the owner] will not in any way interfere with the **established drainage pattern** over his Lot from adjoining Lots or other Lots in the Properties. Any changes necessary in the **established drainage pattern** must be included on the Owners plans and specifications at the time that application is made for new home construction or any other improvement or structure that is required by and submitted to the Architectural Control Committee. Such drainage plans shall be subject to the Committee's approval. Each Owner agrees that he [the owner] will take all necessary steps to provide for additional drainage of his Lot in the event it becomes necessary. **Established drainage** shall be defined as drainage that exists at the time the Declarant completes all grading and landscaping within the Properties and is shown on the final Plat filed in the Office of the

Montgomery County Engineer.⁷³

If an Owner wishes to change the **established drainage pattern** and is not at that time constructing a home or other property improvement, a drainage plan must be provided to the Committee for approval. No pockets of low areas may be left on the Lot where water will stand following a rain or during normal yard watering. With the approval of the Committee, an Owner may establish an **alternate drainage plan** for low areas by installing underground pipe and area inlets or other methods approved by the Architectural Control Committee.⁷⁴

Any property owner who changes the **established drainage pattern** prior to official approval will be notified in writing to cease construction. If construction is not ceased, the Board of Directors may order the property owner to remove any construction that has begun until official approval has been obtained. Property owners who do not comply will be assessed a non-compliance fee of \$100 per day until construction has ceased and/or construction that has been started is removed or both.

Any unapproved alterations, additions, or modifications made to the **established drainage pattern** on a Lot, if unresolved at the time a Lot is being offered for sale, will be identified on any and all current or future "Resale Certificates" to clearly state that the property is in violation of the Restrictions applying to the subdivision or By-laws or P.O.A. Policies and Rules of the Association. Further, the Board shall give notice to and require the current owner of a previously owned or occupied property that the previous owner made an unapproved alteration or modification to the **established drainage pattern** and that they have purchased a property which is in violation of the Restrictions for which the current owner is responsible to correct.

Drainage Easement Restrictions

1. All Lots are subject to all drainage/utility easements as shown on the final Plat of the Subdivision.⁷⁵
2. No building, structure, equipment, or vegetation or any other improvement may be placed on or impede the functionality of the drainage easements, except driveways to provide access to a Lot on which a house is built.
3. The digging of dirt or the removal of any dirt from any Lot is prohibited except as may be necessary for landscaping or construction with any ACC approved improvement.⁷⁶
4. The removal of trees, except dead trees, is prohibited without Architectural Control Committee (ACC) approval.
5. If two Lots are merged according to the Deed Restrictions and approved by the ACC, the side lot easements between the two lots are merged and therefore abandoned⁷⁷

⁷³ Moyer Surveying, Section One, File #2005-074928, Section Two File #2006-029446, Town and Country Land Surveying, Section 3 File #2007-035227. This is primarily for emergencies, but any resident who believes a property owner is causing a **drainage easement** to lose its functionality because of blockage may call the Montgomery, Texas County Engineer to cause the functionality to be corrected at the property owners' expense.

⁷⁴ Ibid.

⁷⁵ **ARTICLE II, Section 6.**

⁷⁶ **ARTICLE III, Section 20.**

⁷⁷ **ARTICLE IV, Section 3.**

Responsibilities of the Lot Owner⁷⁸

1. All easements within the perimeter of a Lot must be kept functional to allow water to flow according to the Final Plat of the subdivision. Any property owner who has altered the established **drainage easement** that causes water to flow from their property onto neighboring properties and/or abandons their five (5) foot **drainage easement** without legally merging two lots shall be liable for the cost to open their **drainage easement** to allow for the flow of water from the front of their lot to the back of their lot into the ditches that allow water to flow toward the canal.
2. All ditches that are at the front, back, or within a Lot must be maintained to allow for water to flow toward and into the Canal.
3. All lots that back up to the Canal (waterfront Lots) must be maintained to keep the Canal free of debris and no structures or improvements that will alter or impede the functionality of the Canal are allowed. No bulkheading, boat slips, or retaining walls may be constructed without approval of the ACC.
4. A pre- and post-construction drainage plan must be provided with any improvement that requires ACC approval. No application will be reviewed if there is no pre-construction drainage plan provided and no deposit will be refunded until a post-construction drainage plan is submitted.
5. Lot owners who made alterations or modifications to the **Established Drainage Pattern** without approval by the Architectural Control Committee prior to September 2012 are **not** grandfathered. Lot owners who either knowingly or willfully alter the established drainage pattern in Grandview Estates are responsible for the cost to correct the drainage pattern and shall be responsible for all costs that may occur to any Lot within Grandview to correct their violations in regards to the **Established Drainage Pattern**. Property owners who intentionally place dirt fill on their property to **force** the flow of water onto neighboring Lots and then allege it to be the “natural flow of water” shall be responsible for the removal of said dirt fill and the installation of pipes, if necessary, to effect the correction to the altered flow of water caused by any new home, improvement, or landscaping and cause it to flow within the side lot drainage easements to the back and/or front of their Lot into the drainage ditches as shown on the final Plat filed in the Office of the Montgomery County Engineer. Failure of property owners to know the location of the drainage easements on their Lot(s) in Grandview Estates shall not be reason to overlook or give tacit approval for modifications and alterations to the established drainage pattern.

⁷⁸Moyer Surveying, Section One, File #2005-074928, Section Two File # 2005-074928, Town and Country Land Surveying, Section 3 File #2007-035227. This is primarily for emergencies, but any resident who believes a property owner is causing a **drainage easement** to lose its functionality because of blockage may call the Montgomery, Texas County Engineer to cause the functionality to be corrected at the property owners' expense.

NEW HOME POLICY

As defined in the Deed Restrictions "Improvement" shall mean and refer to any dwelling, garage, carport, swimming pool, boat slip, fence and any other object placed on, in or under the Properties⁷⁹.

No improvement shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the improvement thereon have been approved by the Architectural Control Committee (hereafter referred to as ACC) with respect to harmony with existing structures, design, color, location with respect to topography and finished grade elevation and compliance with minimum construction standards more fully provided for herein. The Committee is authorized to grant variances if the variance is reasonable and if the structure is not inconsistent with the general scheme and harmony of the development. The builder must be approved in order to ensure that the structure will be built according to the plans and specifications. The Architectural Control Committee reserves the right to approve the builder selected by Lot owner.⁸⁰

There is a five-foot (5') building line and utility/drainage easement along all side lot lines unless otherwise shown [on the survey plats].⁸¹ No main residence, garage or carport or any other out building or object placed on, in or under Properties and any part thereof, shall be located nearer than five (5) feet to any interior side Lot line.⁸² All easements within the perimeter of a Lot must be kept functional to allow water to flow according to the Final Plat of the subdivision in Moyer Surveying, Section One, File #2005-07948, Section Two File #2006-029446, and Town and Country Land Surveying, Section 3 File #2007-035227.

Declarant hereby reserves the right to grant upon, across and over each Lot an easement and license along the perimeter boundaries of each Lot to the width of five (5) feet measured from each boundary of each Lot, protruding from each boundary into the interior portion of each Lot, for the purpose of erection, construction, maintenance, repairs, and the continuous placement of an electrical lighting system throughout the Property. . . . Each owner, by acceptance of a Deed to a Lot in the Grandview Estate Properties, does acknowledge the existence of this reserved right and the rights hereunder created, such right being for the expressed benefit of each other Lot in the Properties.⁸³

The property owners' association may not amend a dedicatory instrument to grant the property owners' association an easement through or over an owner's lot without the consent of the owner. Texas law does not prohibit owners' associations from adopting or enforcing a restriction in the dedicatory instrument that allows the property owners' association to access an owner's lot to remedy a violation of the dedicatory instrument.⁸⁴ Dedicatory instrument is the Grandview Declaration of Covenants, Conditions, and Deed Restrictions, Bylaws, Architectural Control Guidelines and Rules,

⁷⁹ **ARTICLE I, Section 16.** All references to **ARTICLES** in this document are from the Declaration of Covenants, Conditions, and Restrictions of Grandview.

⁸⁰ **ARTICLE III. Section 3.**

⁸¹ Moyer Surveying, Section One, File #2005-074928, Note 8, File #2005-074928, Note 6; Section Two, File No: 2006-029446, Note 5; Town and Country Land Surveying, Section 3, File #2007-035227, Note 8.

⁸² **ARTICLE III. Section 6.**

⁸³ **ARTICLE III. Section 14.**

⁸⁴ Texas Property Code, Title II Restrictive Covenants, Chapter 202, Construction and Enforcement of Restrictive Covenants, Sec. 209.012 (a), (b).

Regulations, and Policies.

No improvement, alteration, addition, or modification to a Lot will be approved if there is known or found to be an existing violation of the Deed Restrictions applying to the subdivision or the By-laws or **Architectural Control Guidelines**, or the P.O.A. Board Policies and Rules of the Association. Any unapproved improvement, alteration, addition, or modification made to a Lot, if unresolved at the time a Lot is being offered for sale, will be provided on any and all current or future "Resale Certificates" to clearly state that the property is in violation of the Deed Restrictions applying to the subdivision, or the Bylaws, **Architectural Control Guidelines**, or Policies and Rules of the Association. Further, the Board shall give notice to and require the current owner of a previously owned or occupied property that the previous owner made an unapproved improvement, alteration, addition, or modification and that they have purchased a property which is in violation of the Restrictions, Bylaws, **Architectural Control Guidelines** or Policies and Rules for which the current owner is responsible to correct.

New Home Location Specifications

1. All new homes are subject to all **drainage** and utility easements and building lot lines as shown on the plat for each section and recorded in the County of Montgomery, Texas.⁸⁵
2. All applications for new home construction must include a Lot survey with an original stamped seal of the surveyor and a plat that specifies all easements and building lot lines.
3. All applications for new home construction must show on the Lot survey the exact location of the proposed new home construction, including the scale that was used to depict the location of the proposed home.
4. The Architectural Control Committee reserves the right to deny the proposed location of a proposed home if it is not in harmony with the location of other homes in the Community.⁸⁶

New Home Architectural Style – Theme and Character

Although there is no specific architectural style that is required in Grandview Estates, the Design Guidelines have been developed to encourage a mixture of residential styles, yet provide "harmony with existing structures, design, color, location with respect to topography and finished grade elevation and compliance with minimum construction standards."⁸⁷ It is the intent of Grandview Estates to build upon the architectural style of the area and allow diversity of individual architectural expression within an overall unity that characterizes a distinctive community. Improvements, alterations, additions, or modifications that were **approved** by the Architectural Control Committee prior to September 2012 are grandfathered. Improvements, alterations, additions, or modifications that were **approved** by the ACC prior to September 2012 shall not serve as precedent for the approval of any improvement, alteration, addition, or modification in the subdivision thereafter.

The following are recommended styles to be referenced for establishing the architectural concept and design:

1. Spanish Colonial

⁸⁵ See Grandview Estates Property Owners Association, Inc., Architectural Control Guidelines, **Drainage Policy**.

⁸⁶ **ARTICLE III, Section 6.**

⁸⁷ **ARTICLE III, Section 3.**

Spanish Colonial houses are generally constructed of thick, solid masonry and covered with a stucco finish. These houses are typically one or two stories and utilize a pitched roof. Historically, they were constructed with fewer, smaller windows with no glass but heavy plank shutters that opened inwards and wrought iron coverings. Spanish house plans encompass Spanish Colonial Revival style, Spanish Moorish style, and even the California Mission Style. Spanish style homes feature red-tile roofs, stucco walls, and patios. Spanish floor plans tend to have an asymmetrical front with small, irregularly placed windows and heavy, rounded doors with decorative carving.

2. Mediterranean

Mediterranean is a unique adaptation of Spanish and Moorish architecture. Mediterranean homes are typically constructed with a stucco exterior, have shallow often red tiled roofs that create a wide overhang for needed shade in warm climates. In addition to signature details such as large windows and exposed beams, Mediterranean style homes include patios or courtyards.

3. Sunbelt

The Sunbelt style encompasses several other architectural styles including Spanish, Mediterranean, Southwestern, and Florida design. These home designs tend to include open floor plans, stucco, tile roofs and outdoor living spaces. Sunbelt houses are topped with low-pitched roofs that have exaggerated overhangs providing much needed shade in warm climates. Strategically placed archways, covered patios and verandas, large windows, and courtyards are characteristic of Sunbelt homes.

4. Prairie

Prairie style horizontal lines define Prairie Style house plans. The typical Prairie Style house features sweeping horizontal lines and wide open floor plans. The Prairie Style house is conspicuously lacking in conventional ornamentation. A variety of geometric shapes and forms inspired by nature are highlighted through window arrangement, columns, low walls and planters, creating a visually appealing home. Roofs are low pitched hipped (sometimes gabled, windows set in groups and thoughtfully arranged, and an entrance that is typically secluded. Prairie style homes may be one story with the one story version having strong indoor-outdoor connections.

New Home Building Specifications

1. No structure shall be erected, altered, placed or permitted to be built or remain on any Lot other than one single family dwelling.
2. The architectural elements of all homes and outbuildings along a street or within a given area shall be unified in theme and character.
 - a. Each home or building should be unique and designed to blend in with the natural character of Grandview Estates.
 - b. At no time shall any two (2) adjacent lots or two (2) lots across the street from one another have the same floor plan with the same elevation. No floor plan with the same elevation shall have fewer than four (4) lots between them on the same side or across the street.

3. No two (2) adjacent lots may have the same exterior color and material wall finish.
4. The ACC may require the proposed exterior colors of a home to be modified or changed to harmonize with existing color palettes of existing or proposed residence adjacent to applicant's residence.
5. Many of the homes in Grandview Estates can or will be viewed from multiple sides and angles from streets into and within the subdivision as well as public streets (e.g., Bois D'Arc and Lone Star Parkway) and neighboring subdivisions. It is therefore important that all elevations of the dwelling be architecturally consistent and visually interesting.
6. Long, blank or otherwise uninteresting walls will not be permitted and must be broken up with windows, breaks in wall planes, added detailing such as moldings, garden walls, etc. Common exterior building materials should be used in creating consistency.
7. Elevation quality, character and content should be continued on all sides. Rear and side elevations shall have similar aesthetic interest as front elevations.
8. The use of roof structures such as dormers, turrets, offsets, overhangs, porte-cocheres, bay windows and entry courts is encouraged to create architectural interest.
9. All homes must be single family dwellings with an attached fully enclosed **garage** for not less than two (2) nor more than four (4) cars.
10. **Garages** must be available for the parking of cars at all times, constructed at the same time as the dwelling and act as an integral part of the residential structure with the same design, color, and materials as the residence. No garage may be open to the rear of a Waterfront Lot and garages placed on corner Lots may face the side street with ACC approval.
11. Interior Lots⁸⁸ may have a **detachable garage** for no less than two (2) nor more than four (4) cars⁸⁹ if there is a fully enclosed garage for not less than two (2) nor more than four (4) cars. Detached garages must be connected to the residence by a breezeway or covered walk and be constructed with the same architectural design, color, and materials as the residence.
12. The **height** of the residential dwelling may not exceed thirty-five (35) feet, measured from where the highest point on natural grade of the Lot abuts the structure unless the slab must be elevated above the natural grade to achieve minimum slab elevation.
13. No manufactured or mobile homes are allowed on any Lot.⁹⁰
14. **Carports** are acceptable, but cannot substitute for a two-car garage, and must be an integral

⁸⁸ **ARTICLE I, Section 5:** "Interior Lot" shall mean and refer to **Section One** (1), Block 1, Lot 1, and Block 2, Lots 18-24. **Section Two** (2) Block One (1), Lots 1 through 12; Block 1, Lots 24 through 35, Block Two (2) Lots 1 through 3; Block Three (3), Lots 1 and 2, Block 4 (4) Lots 1 and 2. **Section Three** (3), Lot 1 through Lot 8 inclusive.

⁸⁹ **ARTICLE III, Section 8.**

⁹⁰ **ARTICLE III, Section 1.**

part of the residential structure, including design, color, and materials.⁹¹

15. The minimum **living area** of a one (1) story residential structure must be 2,500 square feet. Living area does not include garages, carports, porches, patios, walkways, courtyards, and other structures which may be an integral part of the home.
16. The minimum **living area** of a one and one half (1 ½) story residential structure must be 2,500 square feet with the first story being no less than 1,750 square feet. Living area does not include garages, carports, porches, patios, walkways, courtyards, and other structures which may be an integral part of the home.
17. The minimum **living area** of a two (2) or two and one-half (2 ½) story residential structure must be 2,750 square feet with the first story being no less than 1,750 square feet.⁹² Living area does not include garages, carports, porches, patios, walkways, courtyards, and other structures which may be an integral part of the home.
18. Residences, garages, carports, and any other structure built on a Lot must be 80 percent **masonry construction**. Stucco is considered masonry; Hardie Plank or fibre cement siding are not. If stucco is the masonry used, at least one-third (1/3) to one-half (1/2) of the front elevation must be stonework. If brick is the masonry used, at least one-third (1/3) to one-half (1/2) of the front elevation must be stonework.
19. All brick, stonework, and mortar as to size, color, and application must be approved by the ACC. All exterior colors, including without limitation, the color of all roof shingles, brick, stone, stucco, wood trim, cornices, eaves, railings, doors and shutters shall be subject to ACC approval. The number of primary materials on the exterior will be limited to three (3), excluding roof shingles.
 - a. Brick shall meet standard specifications established by the Brick Institute of America. These standards are found in the Selected Standards for Brick compiled by the American Society for Testing and Materials under designation C216-87. Brick shall be light or dark ranges in earth tone to red color colors.
 - b. No black grout (mortar) shall be utilized for any exterior brick or stone.
 - c. Mortar joints must be tooled; no slump joints are allowed.
 - d. All wood must be painted or stained, naturally weathered wood is prohibited. If a stain is used, a wood sealant must be utilized.
 - e. Exposed metals must be anodized aluminum, bronze, copper, or painted galvanized steel.
 - f. Stucco must be uniform in color and compatible with all other exterior housing materials.
20. External **roofing** material, subject to ACC approval, may be wood shingles, wood shake, slate, tile, metal, architectural shingles or built up roof composition. Roofing material may be used that is designed to provide solar generation capabilities, if when installed, it resembles the shingles used and authorized by the Grandview subdivision in the Deed Restrictions and matches the aesthetics of the property surrounding the owner's property. Metal roofs must have the same aesthetic appeal as other roofing materials and carry a 50-year limited weatherproof warranty and a 25-year appearance warranty. (See also Grandview Estates Property Owners Association, Inc., Regulation of Solar Panels, **Roof Shingles**, Flags, Flag Poles,

⁹¹ **ARTICLE III, Section 2.**

⁹² **ARTICLE III, Section 4.**

Religious Items and Rain Barrels.)

21. The minimum recommended **pitch** for all major **roof structures** is 10/12, or consistent with the architectural style of the dwelling. The use of gable and hip roofs are encouraged to break up the expanse of major roof planes.
22. **Flat roofing** is acceptable only in 10% of the roof area in connection with the pitched roof of the majority of the dwelling. All connecting roofs shall be a material compatible with the roofing of the main structure.
23. **Roof vents**, vent stacks, galvanized roof valleys and other roof items must be painted to match the roof materials. Roof items that appear on cedar shingle roofs must be painted in such a manner that the color matches a weathered cedar shingle. Galvanized roof valleys must be primed before painting to insure the prevention of peeling.
24. **Roof ventilation** shall be located to the rear of the roof ridge and not be visible from the street.⁹³
25. **Windows** may be wood or metal. When metal windows are utilized, the finish shall complement the color and architectural style of the house. No reflective glass or glazing will be allowed on any front or side façade, or on any façade that is visible from the street or common areas. Burglar bars on the exterior of windows are prohibited.
26. **Storm windows and doors** are prohibited. **Screen Doors** are prohibited on front and side doors or on any door that is visible from public or neighboring views.
27. All **chimneys** shall be designed to be compatible with the design and color of the dwelling. The exterior of all chimneys shall be constructed of brick, stone, or stucco. If a fireplace utilizes a metal spark arrestor or other metal venting apparatus at the top of the chimney, then a painted metal cowl or surround shall be installed atop the chimney. All metal or other materials placed on top of or around a chimney shall be painted to blend with the color of the roofing material used for the home.
28. **Landscaping** layout and plans must be submitted with new home applications. The front yard of all homes must be professionally landscaped; the front and side yard of homes built on a side street must be professionally landscaped; and the front and rear yards of all Waterfront lots must be landscaped. All **landscaping** must be completed within three (3) months of occupancy.⁹⁴
29. **Exterior landscape lighting** design and plans must be submitted with new home applications. All exterior landscape designs and lighting fixtures must complement the architectural features of the residence.

⁹³ **ARTICLE III, Section 5.**

⁹⁴ **ARTICLE III, Section 20.**

30. All building **foundations** shall consist of a concrete **slab**, except as noted here⁹⁵, and be a minimum of eight (8) inches above finished grade of the Lot at the foundation perimeter. The finished slab elevation of all structures on Waterfront Lots must be above 207 elevation as established by the San Jacinto River Authority and above the 100-year flood plain. The slab design must have a structural engineer's original seal and signature.⁹⁶
31. No window or wall type **air conditioners** are permitted to be used, erected, placed or maintained on any building in any part of the Properties.
32. Each kitchen in each dwelling or living quarters situated on any Lot must be equipped with a **garbage disposal** unit.⁹⁷ Garbage disposals must be manufacturer approved to be used with aerobic septic systems.
33. **Aerobic septic systems** must be installed according to manufacturer's specifications, San Jacinto River Authority approved design, and TCEQ and Montgomery, Texas County requirements.⁹⁸ Installation must be by a Texas licensed sanitarian. A copy of the system maintenance contract must be presented prior to occupancy.
34. Thirty (30) amp **Pool Equipment Electrical Circuit** must be installed at the rear of the house to accommodate swimming pool equipment.
35. All homes must be designed to the most current edition of the **International Residential Code** for One and Two Family Dwellings.
36. **Driveways** may be constructed and maintained across the utility/drainage easement along the front of the Lot and/or along the side of corner lots adjacent to street to right-of-ways to gain access to the Lot.⁹⁹
37. **Driveways** may be built of concrete or other materials approved by the ACC. Concrete driveways must be constructed with 3,000 psi concrete with #4 rebar 18" O.C.E.W and constructed sixteen- (16) inch center.
38. **Driveways** shall be a minimum of ten (10) feet wide.¹⁰⁰
39. If more than one **driveway** is constructed on a common Property, such **driveways** must be separated by a minimum distance of twenty (20) feet and constructed so as to prevent normal street flooding from entering upon the adjoining Property accessed by the **driveway**.¹⁰¹

⁹⁵ The Architectural Control Committee may approve a different type of foundation when circumstances, such as topography of the Lot, make it impractical to use a concrete slab on all or any portion of the foundation of the building improvement.

⁹⁶ **ARTICLE III, Section 7.**

⁹⁷ **ARTICLE III, Section 5.**

⁹⁸ See Aerobic System Regulations and Requirements in the P.O.A. Construction Standards, Regulations, Specifications and Requirements.

⁹⁹ **ARTICLE II, Section 7.**

¹⁰⁰ **ARTICLE III, Section 28.**

¹⁰¹ Ibid.

40. An expansion joint must be installed at the property line and at the connection where the **driveway** meets the street.¹⁰²
41. **Mailboxes** must be constructed with the property street number address clearly and neatly affixed to the front of the mailbox. Mailboxes are important to the aesthetic appearance of the community. The mailbox must match the masonry (stucco, brick, and stonework), trim, color, and design of the main residence.
42. **Gutters and Downspouts**, if utilized, must be of galvanized metal and painted to match the color of the main residence. No gutter or downspout may drain onto neighboring Lots or interfere with the established drainage pattern from adjoining Lots or other Lots in the subdivision. Underground pipes leading from downspouts must not extend onto neighboring Lots or into the five-(5) foot drainage easement.¹⁰³ Splash pads or hidden drain pipes are required for all downspouts.
43. Any owner who seeks approval of **Outbuildings**,¹⁰⁴ **Fences**,¹⁰⁵ or **Swimming Pools**,¹⁰⁶ at the time of New Home application should refer to the respective Grandview Estates Architectural Control policy.

¹⁰² Ibid.

¹⁰³ **ARTICLE III, Section 26.**

¹⁰⁴ See Grandview Estates Property Owners Association, Architectural Control Guidelines, **Outbuilding Policy**.

¹⁰⁵ See Grandview Property Owners Association, Inc., Architectural Control Guidelines, **Fence Policy**.

¹⁰⁶ See Grandview Property Owners Association, Inc., Architectural Control Guidelines, **Swimming Pool Policy**.

OUTBUILDING POLICY

As defined in the Deed Restrictions "Improvement" shall mean and refer to any dwelling, garage, carport, swimming pool, boat slip, fence and any other object placed on, in or under the Properties¹⁰⁷. **Outbuilding improvements** include, but are not limited to, storage sheds, gazebos, playhouses/forts, cabanas and outdoor kitchens. **Outbuildings** do not include garages, carports, room additions, driveways, covered and/or screened porches, or patios which are integral to the residence.

No outbuilding improvement shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the outbuilding improvement thereon have been approved by the Architectural Control Committee with respect to harmony with existing structures, design, color, location with respect to topography and finished grade elevation and compliance with minimum construction standards more fully provided for herein. The Committee is authorized to grant variances if the variance is reasonable and if the structure is not inconsistent with the general scheme and harmony of the development. The builder must be approved in order to ensure that the structure will be built according to the plans and specifications. The Architectural Control Committee reserves the right to approve the builder selected by Lot owner.¹⁰⁸

There is a five-foot (5') building line and utility/drainage easement along all side Lot lines unless otherwise shown [on the survey plats].¹⁰⁹ No main residence, garage or carport or any outbuilding or object placed on, in or under Properties and any part thereof, shall be located nearer than five (5) feet to any interior side Lot line.¹¹⁰ All easements within the perimeter of a Lot must be kept functional to allow water to flow according to the Final Plat of the subdivision in Moyer Surveying, Section One, File #2005-07948, Section Two File #2006-029446, and Town and Country Land Surveying, Section 3 File #2007-035227

Declarant hereby reserves the right to grant upon, across and over each Lot an easement and license along the perimeter boundaries of each Lot to the width of five (5) feet measured from each boundary of each Lot, protruding from each boundary into the interior portion of each Lot, for the purpose of erection, construction, maintenance, repairs, and the continuous placement of an electrical lighting system throughout the Property. . . . Each owner, by acceptance of a Deed to a Lot in the Grandview Estate Properties, does acknowledge the existence of this reserved right and the rights hereunder created, such right being for the expressed benefit of each other Lot in the Properties.¹¹¹

The property owners' association may not amend a dedicatory instrument to grant the property owners' association an easement through or over an owner's Lot without the consent of the owner. Texas law does not prohibit owners' associations from adopting or enforcing a restriction in the dedicatory instrument that allows the property owners' association to access an owner's Lot to remedy a violation of the dedicatory instrument (Deed Restrictions, Bylaws, ACC Guidelines, POA Policies).¹¹²

¹⁰⁷ **ARTICLE I, Section 16.** All references to ARTICLES in this document are from the Declaration of Covenants, Conditions, and Restrictions of Grandview.

¹⁰⁸ **ARTICLE III, Section 3.**

¹⁰⁹ Moyer Surveying, Section One, File #2005-074928, Note 8, File #2005-074928, Note 6; Section Two, File No: 2006-029446, Note 5; Town and Country Land Surveying, Section 3, File #2007-035227, Note 8.

¹¹⁰ **ARTICLE III, Section 6.**

¹¹¹ **ARTICLE III, Section 14.**

¹¹² Texas Property Code, Title II Restrictive Covenants, Chapter 202, Construction and Enforcement of Restrictive Covenants, Sec. 209.012 (a), (b).

No alteration, addition, or modification to a Lot will be approved if there is known or found to be an existing violation of the Restrictions applying to the subdivision or the By-laws or rules and policies of the Association.

Any property owner who begins an **outbuilding improvement** prior to official approval will be notified in writing to cease construction. If construction is not ceased, the Board of Directors may order the property owner to remove any construction that has begun until official approval has been obtained. Property owners who do not comply will be assessed a daily compliance violation fee (See Compliance Violation Fee Schedule) until construction has ceased and/or construction that has been started is removed or both.

Any unapproved alterations, additions, or modifications made to a Lot, if unresolved at the time a Lot is being offered for sale, will be so noted on any and all current or future "Resale Certificates" to clearly state that the property is in violation of the Restrictions or the Bylaws, ACC Guidelines, or Rules and/or Policies of the Association applying to the subdivision. Further, the Board shall give notice to and require the current owner of a previously owned or occupied property that the previous owner made an unapproved alteration or addition and that they have purchased a property which is in violation of the Restrictions for which the current owner is responsible to correct.

Outbuilding Location Specifications

1. All **outbuilding improvements** are subject to all drainage and utility easements and building Lot lines as shown on the plat for each section and recorded in the County of Montgomery, Texas.
2. All **outbuilding improvements** must be located at the rear of the residence.
3. All applications for **outbuilding improvement** construction must include a Lot survey with an original stamped seal of the surveyor that specifies all easements and building Lot lines as well as the location of the residential structure and any other improvements that have been placed on the Lot.
4. All applications for **outbuilding improvement** construction must show on the Lot survey the exact location of the proposed **outbuilding improvement** construction, including the scale that was used to depict its location in relation to all existing improvements on the Lot.
5. The Architectural Control Committee reserves the right to deny the proposed location of a proposed **outbuilding improvement** if it is not in harmony with the location of other **outbuildings** in the Community.
6. No **outbuilding improvement** that requires a foundation slab may be constructed without approval from the San Jacinto River Authority with a letter signed by a Certified Sanitarian and licensed in the state of Texas showing an original stamp seal and original signature of approval which clearly states that **no aerobic system modifications are necessary. If modifications are required, the installer who is licensed in the State of Texas must be approved in writing by the Certified Sanitarian.** A copy of the current aerobic system maintenance contract shall be filed with the application or approval of the **outbuilding improvement** application will be denied.
7. If any changes to the aerobic system are required, plans and specifications shall be submitted to the POA with the **outbuilding** application. Said plans shall have a certified sanitarian seal and original signature. Modifications to the aerobic system must be completed prior to completion of the building.
8. No **outbuilding improvement** may be constructed unless the aerobic septic system on the Lot is under contract by a certified factory authorized service provider and a copy of the current contract is on file with the POA or its agent.

Outbuilding Specifications

1. **Outbuildings** shall contain no more than four hundred (400) square feet.¹¹³
2. **Outbuildings** shall be no less than sixty-five percent (65%) open in total wall surface.
3. No building of any kind or character shall be moved onto any Lot without said written permission of the Committee,¹¹⁴ even if the building meets the **outbuilding** specifications.
4. No manufactured home or mobile homes are allowed in Grandview.¹¹⁵
5. No structure shall be erected, altered, placed or permitted to be built or remain on any Lot other than one single family dwelling.
6. **Garages, Carports, and Room Additions** must be an integral part of the residential structure, including design, color, and materials.¹¹⁶ Garages, carports, and additions are not outbuildings. The Restrictions; New Home Policy; and Construction Standards, Regulations, Specifications and Requirements must be followed when applying for the construction of a **garage, carport, and/or other additions** to the residence after the residence is already constructed.
7. **Driveways** are not outbuildings. If application is being made for the construction of a driveway, the Deed Restrictions; New Home Policy; and Construction Standards, Regulations, Specification and Requirements must be followed when applying for the construction of a driveway after the residence is already constructed.
8. **Outbuilding improvements** and any other structure built on a Lot must be 80 percent **masonry construction** equivalent to the residence and in harmony with the residence.
9. External **roofing** material must match and be in harmony with that on the residence.
10. **Roof** vents, vent stacks, galvanized roof valleys and other roof items must be painted to match the roof materials. Galvanized roof valleys must be primed before painting to insure the prevention of peeling.
11. **Roof** ventilation shall be located to the rear of the roof ridge and not be visible from the street.¹¹⁷
12. All **outbuilding foundations** shall consist of a concrete **slab**,¹¹⁸ and be a minimum of eight (8) inches above finished grade of the Lot at the foundation perimeter. The finished slab elevation of all structures on Waterfront Lots must be above 207 elevation as established by the San Jacinto River Authority and above the 100-year flood plain. The slab design must have a structural engineer's original seal and signature.¹¹⁹
13. No window or wall type **air conditioners** are permitted to be used, erected, placed or maintained on any **outbuilding** in any part of the Properties.
14. All **outbuilding improvements** must be designed to the most current edition of the **International Residential Code** for One and Two Family Dwellings.

¹¹³ **ARTICLE III, Section 6.**

¹¹⁴ **ARTICLE III, Section 1.**

¹¹⁵ Ibid.

¹¹⁶ **ARTICLE III, Section 2.**

¹¹⁷ **ARTICLE III, Section 5.**

¹¹⁸ The Architectural Control Committee may approve a different type of foundation when circumstances, such as topography of the Lot, make it impractical to use a concrete slab on all or any portion of the foundation of the building improvement.

¹¹⁹ **ARTICLE III, Section 7.**

SWIMMING POOL POLICY

As defined in the Deed Restrictions "Improvement" shall mean and refer to any dwelling, garage, carport, **swimming pool**, boat slip, fence and any other object placed on, in or under the Properties¹²⁰. Therefore all policy that relates to swimming pools will refer to the Deed Restrictions as regards **swimming pools and improvements**.

No improvement [**swimming pool**] shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the improvement [**swimming pool**] thereon have been approved by the Architectural Control Committee with respect to harmony with existing structures, design, color, location with respect to topography and finished grade elevation and compliance with minimum construction standards more fully provided for herein. The Committee is authorized to grant variances if the variance is reasonable and if the structure is not inconsistent with the general scheme and harmony of the development. The builder must be approved in order to ensure that the structure will be built according to the plans and specifications. The Architectural Control Committee reserves the right to approve the builder selected by Lot owner.¹²¹

There is a five-foot (5') building line and utility/drainage easement along all side lot lines unless otherwise shown [on the survey plats].¹²² No main residence, garage or carport or any other outbuilding [**"improvement (swimming pool)"**] or any part thereof, including spa and swimming pool deck, shall be located nearer than five (5) feet to any interior side Lot line.¹²³

Declarant hereby reserves the right to grant upon, across and over each Lot an easement and license along the perimeter boundaries of each Lot to the width of five (5) feet measured from each boundary of each Lot, protruding from each boundary into the interior portion of each Lot, for the purpose of erection, construction, maintenance, repairs, and the continuous placement of an electrical lighting system throughout the Property. . . . Each owner, by acceptance of a Deed to a Lot in these Properties, does acknowledge the existence of this reserved right and the rights hereunder created, such right being for the expressed benefit of each other Lot in the Properties.¹²⁴

The property owners' association may not amend a dedicatory instrument to grant the property owners' association an easement through or over an owner's lot without the consent of the owner. Texas law does not prohibit owners' associations from adopting or enforcing a restriction in the dedicatory instrument that allows the property owners' association to access an owner's lot to remedy a violation of the dedicatory instrument.¹²⁵ Dedicatory instrument is the Grandview Declaration of Covenants, Conditions, and Deed Restrictions; Bylaws, ACC Architectural Guidelines, and Policies and/or Rules.

¹²⁰ **ARTICLE I, Section 16.** All references to **ARTICLES** in this document are from the Declaration of Covenants, Conditions, and Restrictions of Grandview.

¹²¹ **ARTICLE III, Section 3.**

¹²² Moyer Surveying, Section One, File #2005-074928, Note 8, File #2005-074928, Note 6; Section Two, File No: 2006-029446, Note 5; Town and Country Land Surveying, Section 3, File #2007-035227, Note 8.

¹²³ **ARTICLE III, Section 6.**

¹²⁴ **ARTICLE III, Section 14.**

¹²⁵ Texas Property Code, Title II Restrictive Covenants, Chapter 202, Construction and Enforcement of Restrictive Covenants, Sec. 209.012 (a), (b).

No alteration, addition, or modification to a Lot will be approved if there is known or found to be an existing violation of the restrictions applying to the subdivision or the bylaws or rules of the Association. Any unapproved alterations, additions, or modifications made to a Lot, if unresolved at the time a Lot is being offered for sale, will be provided on any and all current or future "Resale Certificates" to clearly state that the property is in violation of the restrictions applying to the subdivision, the bylaws, ACC Guidelines, or policies and/or rules of the Association.

Swimming Pool Location Specifications

1. No swimming pool, including spa and swimming pool deck, may be located nearer than five (5) feet to any interior side Lot line¹²⁶
2. No swimming pool may be located nearer to the front of any Lot than the front of the Residential Dwelling constructed on the Lot, or, on corner lots, nearer the side lot line than the side lot building line parallel to the side street as shown on the recorded Plat.
3. No swimming pool shall be constructed on Waterfront Lots nearer than fifteen (15) feet of the bulkhead or the rear building set-back line.
4. No swimming pool, spa, and deck [nor earthwork necessary to construct the swimming pool] may impede the established drainage or natural flow of water across the Lot (front to back and side to side).¹²⁷
5. No swimming pool may be constructed within any utility easements located along the rear of each owner's Lot.¹²⁸
6. Above ground swimming pools are not permitted.
7. Swimming pool equipment must be hidden from public view, both from the street and from neighboring lots. Wrought iron fencing alone does not hide pool equipment and is therefore unacceptable for purposes of hiding pool equipment from street and neighboring lot views.
8. Swimming pool equipment may not be placed in or on drainage or utility easements.
9. Swimming pool equipment must be placed in a location that minimizes noise from its operation to neighboring Lots.
10. No swimming pool may be constructed without approval from the San Jacinto River Authority with a letter signed by a Certified Sanitarian and licensed in the state of Texas showing an original stamp seal and original signature of approval which clearly states that **no aerobic system modifications are necessary. If modifications are required, the installer who is licensed in the State of Texas must be approved in writing by the Certified Sanitarian.** A copy of the current aerobic system maintenance contract shall be filed with the application or approval of a pool application will be denied.
11. If any changes to the aerobic system are required, plans and specifications shall be submitted to the POA with the pool application. Said plans shall have a certified sanitarian seal and original signature. Modifications to the aerobic system must be completed prior to completion of the pool.
12. No swimming pool may be constructed unless the aerobic septic system on the Lot is under a maintenance contract by a certified factory authorized service provider.

¹²⁶ **ARTICLE III, Section 6.**, ¹²⁶ Moyer Surveying, Section One, File #2005-074928, Note 8, File #2005-074928, Note 6; Section Two, File No: 2006-029446, Note 5; Town and Country Land Surveying, Section 3, File #2007-035227, Note 8.

¹²⁷ **Article III, Section 16**

¹²⁸ **Article II, Section 7**

13. The Architectural Control Committee reserves the right to require that swimming pools are in harmony with existing structures, design, color, location with respect to topography and finished grade elevation.¹²⁹
14. The Architectural Control Committee reserves the right to require that swimming pools are located at a greater distance from the Lot lines than the building line shown on the plat.¹³⁰
15. Swimming pools must be located so as to minimize the impact on neighboring properties.
16. Swimming pools may not be constructed on vacant lots unless the swimming pool has been approved by the Architectural Control Committee, is part of a new house construction, and the pool is being constructed first to facilitate ease of pool construction.

Swimming Pool Construction Specifications

1. Swimming pool drains shall be piped into the Lake, storm sewer, or the street in front of the Lot.¹³¹
2. Waterfront Lot swimming pools and swimming pools on any other Lot except those listed in Item 3 herein may be enclosed by a fence and the fence must be of ornamental iron construction, black in color and of a design that conforms to the Committee's pre-determined plan for such improvements unless otherwise approved by the Committee and not exceed four (4) feet in height.
3. Enclosed swimming pools of interior Lots (Section 1 Block 1, Lot 1 and Block 2, Lots 18-24; and Section 3, Block 1, Lots 1-8¹³²) may be fenced using black ornamental iron, masonry or wood construction as approved by the Committee with a maximum height of six (6) feet.
4. No chain link fences may be erected to enclose swimming pools.
5. All wooden fences on interior Lots (See #3 above) that enclose swimming pools shall be constructed of material to be approved by the Committee. Maximum height of wooden fences to enclose swimming pools shall be six (6) feet.
6. All wooden fences on interior Lots (See 3# above) that enclose swimming pools, if approved, exposed to view from the street adjacent to the Lot shall be built so the finished side faces said street.¹³³
7. The Architectural Control Committee reserves the right to require that swimming pools are in harmony with existing structures, design, color, location with respect to topography and finished grade elevation.¹³⁴ Excavation required for swimming pools shall be hauled from the site to a place outside of Grandview.¹³⁵ No fill shall be placed or maintained on any lot nearer to the front, rear, side or street side lot building setback line as shown on the plat or nearer to the property line than the minimum building setback lines listed in the recorded Declaration of Covenants, Conditions, and Restrictions for each section unless a deviation is approved in writing by the

¹²⁹ **Article III, Section 3**

¹³⁰ **Article II, Section 6**

¹³¹ **Article III, Section 30**

¹³² **Article III, Section 16**

¹³³ **Article III, Section 16**

¹³⁴ **Article III, Section 3**

¹³⁵ **Article III, Section 30**

Architectural Control Committee.

8. The construction of swimming pools must be done so as to minimize the impact on neighboring properties.
9. A temporary **plastic construction fence** must be installed around the property on which the swimming pool will be constructed before new swimming pool construction begins and will remain throughout the construction. **Silt fencing** may be required to control for erosion.
10. The ACC can require that a 30 amp swimming pool equipment electrical circuit be installed at the rear of the house, if not already installed, to accommodate the placement of swimming pool equipment.
11. A final inspection of the swimming pools must be done by an inspector who verifies that the swimming pool meets the American Society of Home Inspectors Standards of Professional Practice for Residential Swimming Pool and Spa Inspections.

FENCE POLICY

As defined in the Deed Restrictions "Improvement" shall mean and refer to any dwelling, garage, carport, swimming pool, boat slip, **fence** and any other object placed on, in or under the Properties¹³⁶. Therefore all policy that relates to fences will refer to the Deed Restrictions as regards **fences and improvements**.

No improvement [**fence**] shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the improvement [**fence**] thereon have been approved by the Architectural Control Committee with respect to harmony with existing structures, design, color, location with respect to topography and finished grade elevation and compliance with minimum construction standards more fully provided for herein. The Committee is authorized to grant variances if the variance is reasonable and if the structure is not inconsistent with the general scheme and harmony of the development. The builder must be approved in order to ensure that the structure will be built according to the plans and specifications. The Architectural Control Committee reserves the right to approve the builder selected by Lot owner.¹³⁷

There is a five-foot (5') building line and utility/drainage easement along all side lot lines unless otherwise shown [on the survey plats].¹³⁸ No main residence, garage or carport or any other out building [**"fence"**] or any part thereof shall be located nearer than five (5) feet to any interior side Lot line.¹³⁹ No fence or any part thereof shall be located nearer to the front or rear Lot line or nearer to the side street Lot line than the minimum building lines as shown on the Subdivision plat. For corner Lots with the house angled across the Lot (perpendicular to neither street but within building lines as required), the fence must not be beyond the front corner of the house closest to the street with the seventy (70)-foot setback line and the fence must not be past the back corner of the opposite side of the house.

Declarant hereby reserves the right to grant upon, across and over each Lot an easement and license along the perimeter boundaries of each Lot to the width of five (5) feet measured from each boundary of each Lot, protruding from each boundary into the interior portion of each Lot, for the purpose of erection, construction, maintenance, repairs, and the continuous placement of an electrical lighting system throughout the Property. . . . Each owner, by acceptance of a Deed to a Lot in these Properties, does acknowledge the existence of this reserved right and the rights hereunder created, such right being for the expressed benefit of each other Lot in the Properties.¹⁴⁰

The property owners' association may not amend a dedicatory instrument to grant the property owners' association an easement through or over an owner's lot without the consent of the owner. Texas law does not prohibit owners' associations from adopting or enforcing a Restriction in the dedicatory instrument that allows the property owners' association to access an owner's lot to remedy a

¹³⁶ **ARTICLE I, Section 16.** All references to **ARTICLES** in this document are from the Declaration of Covenants, Conditions, and Restrictions of Grandview.

¹³⁷ **ARTICLE III. Section 3.**

¹³⁸ Moyer Surveying, Section One, File #2005-074928, Note 8, File #2005-074928, Note 6; Section Two, File No: 2006-029446, Note 5; Town and Country Land Surveying, Section 3, File #2007-035227, Note 8.

¹³⁹ **ARTICLE III. Section 6.**

¹⁴⁰ **ARTICLE III. Section 14.**

violation of the dedicatory instrument.¹⁴¹ Dedicatory instrument is the Grandview Declaration of Covenants, Conditions, and Deed Restrictions, Bylaws, ACC Guidelines, and Policies and/or Rules.

No improvement, alteration, addition, or modification will be approved if there is known or found to be an existing violation of the Restrictions applying to the subdivision, the Bylaws, ACC Guidelines, or Policies and/or Rules. Any unapproved improvement, alteration, addition, or modification made to a Lot, if unresolved at the time a Lot is being offered for sale, will be provided on any and all current or future "Resale Certificates" to clearly state that the property is in violation of the Restrictions applying to the subdivision, the Bylaws, ACC Guidelines, or Policies and/or Rules of the Association. Further, the Board shall give notice to and require the current owner of a previously owned or occupied property that the previous owner made an unapproved improvement, alteration, addition, or alteration and that they have purchased a property which is in violation of the Restrictions, Bylaws, ACC Guidelines, or Policies and/or Rules for which the current owner is responsible to correct.

Fence Location Specifications

1. No fence may be located nearer than five (5) feet to any interior side Lot line.¹⁴² No fence may be erected or maintained nearer to the front of any Lot than the front of the Residential Dwelling constructed on the Lot, or, on corner lots, nearer the side lot line than the side lot building line parallel to the side street as shown on the recorded Plat. For corner Lots with the house angled across the Lot (perpendicular to neither street but within building lines as required), the fence must not be beyond the front corner of the house closest to the street with the seventy (70)-foot setback line and the fence must not be past the back corner of the opposite side of the house.
2. No fence [nor earthwork necessary to erect the fence] may impede the natural flow of water across the Lot (front to back and side to side),¹⁴³ nor change the established drainage plan.
3. Fences may enclose a small patio which is an integral part of the dwelling.
4. Fences may enclose the perimeter of a swimming pool and the deck of the swimming pool if the pool and deck are an integral part of the dwelling.
5. No fence may be constructed within any utility easements located along the rear of each owner's Lot.¹⁴⁴
6. The Architectural Control Committee reserves the right to require that fences are in harmony with existing structures, design, color, location with respect to topography and finished grade elevation.¹⁴⁵ The elegance that comes with the use of wrought iron fencing can only be viewed when it is used to protect a landscape and give it an aesthetic appeal that is complementary to the architectural design of the home.
7. The Architectural Control Committee reserves the right to require that fences are located at a greater distance from the Lot lines than the building line shown on the plat.¹⁴⁶
8. Fences must be located so as to minimize the impact on neighboring properties regarding

¹⁴¹ Texas Property Code, Title II Restrictive Covenants, Chapter 202, Construction and Enforcement of Restrictive Covenants, Sec. 209.012 (a), (b).

¹⁴² **ARTICLE III. Section 6.**, ¹⁴² Moyer Surveying, Section One, File #2005-074928, Note 8, File #2005-074928, Note 6; Section Two, File No: 2006-029446, Note 5; Town and Country Land Surveying, Section 3, File #2007-035227, Note 8.

¹⁴³ **Article III, Section 16**

¹⁴⁴ **Article II, Section 7**

¹⁴⁵ **Article III, Section 3**

¹⁴⁶ **Article II, Section 6**

- property maintenance, access, trespass, and aesthetic views.
9. All fences shall be constructed in a manner that is architecturally and aesthetically compatible with the primary residence and surrounding dwellings.
 10. Fences shall not create any unsightly appearance or nuisance to other residents nor shall they negatively impact the property value of the surrounding homes.
 11. All proposals for fences must include a landscape design that details the visual appeal it will make to a garden or yard. The landscaping design must be approved by the ACC at the time of application for the fence.
 12. Wrought iron fences do not hide pool equipment, generators, playground equipment, recreational equipment or other items that may be considered offensive to neighboring and public view and will not be approved for such purpose.
 13. No fence may be constructed on vacant lots.

Fence Construction Specifications

1. Waterfront Lot fences and fences on any other Lot except those listed in Item 2 and known as interior Lots must be of ornamental iron construction, black in color and of a design that conforms to the Committee's pre-determined plan for such improvements unless otherwise approved by the Committee and not exceed four (4) feet in height.
2. Fences of interior Lots (Section 1 Block 1, Lot 1 and Block 2, Lots 18-24; and Section 3, Block 1, Lots 1-8¹⁴⁷) may be black ornamental iron, masonry or wood construction as approved by the Committee with a maximum height of six (6) feet.
3. No chain link fences shall be erected, placed or permitted to remain on any residential Lot.
4. All wooden fences approved on interior Lots shall be constructed of material to be approved by the Committee. Maximum height of wooden fences shall be six (6) feet. (See Number 2 in this section.)
5. All wooden fences on interior Lots, if approved, exposed to view from the street adjacent to the Lot shall be built so the finished side faces said street.¹⁴⁸ (See Number 2 in this section for interior Lots.)
6. The Architectural Control Committee reserves the right to require that fences are in harmony with existing structures, design, color, location with respect to topography and finished grade elevation.¹⁴⁹
7. Fences must be placed so as to minimize the impact on neighboring properties regarding property maintenance, access, trespass, and aesthetic views.
8. A temporary plastic construction fence must be installed along each side, front, and rear property line before new home construction begins and will remain throughout the construction.
9. Fences may not be used as a drying device or for the hanging of yard or pool equipment.

¹⁴⁷ **Article III, Section 16**

¹⁴⁸ **Article III, Section 16**

¹⁴⁹ **Article III, Section 3**

EMERGENCY GENERATOR POLICY

The permanent installation of generators pursuant to the Declaration of Covenants, Conditions and Restrictions of Grandview Property Owners Association will be governed by the following policy objective:

No generator may be installed without application to and approval of the Architectural Control Committee (the Committee). Said application must address noise level, aesthetics, and public view of said generator. No generator will be approved if it is placed inside the five (5)-foot utility drainage or causes a blockage of the **established drainage** and/or natural water flow and onto a neighboring lot. No generator will be approved without a site plan that shows the final survey location of all structures and the intended location of the generator.

Any unapproved alterations, additions, or modifications made to a Lot, if unresolved at the time a Lot is being offered for resale, will be made known to prospective buyers on any and all current or future "Resale Certificates" to clearly state that the property is in violation of the restrictions applying to the subdivision, the bylaws, ACC Guidelines, or Policies and/or Rules of the Association.

1. The generator installation shall be screened from public view from any street within or outside the subdivision. The generator shall be hidden from neighboring views. All walls, fences, hedges, and landscaping must be approved by the Committee.
 - a. **Fences.** Fences shall not be erected or maintained nearer to the front of the Lot than the front of the Residential Dwelling constructed on the Lot, or, on corner lots nearer the side lot line than the side lot building line parallel to the side street shown on the recorded Plat.¹⁵⁰ Fences on exterior lots must be ornamental iron construction and not exceed four (4) feet in height and black in color. Pilasters which are in harmony with the main residential structure shall be used in conjunction with the ornamental iron fence. Because these fences do not hide equipment from public view, evergreen shrubbery must be planted inside or outside of the fence to totally hide the generator.
 - b. **Walls.** Walls shall be an integral part of the Residential Dwelling and composed of exterior building materials matching those of the house.
 - c. **Hedges.** Hedges shall not be erected or maintained nearer to the front of the Lot than the front of the Residential Dwelling constructed on the Lot, or, on corner lots nearer the side lot line than the side lot building line parallel to the side street shown on the recorded Plat.
 - d. **Landscaping.** The owner of any Lot at the intersection of streets or adjacent to the Lake, parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to full public view shall construct and maintain suitable enclosure to screen the generator from public view.
2. The generator may not be offensive by reason of odor, fumes, dust, smoke, vision, vibration, or pollution which can be hazardous by reason of excessive danger, fire, or explosive.
 - a. **Noise.** Noise level generated by the generator shall not exceed seventy (70) decibels at the property boundaries. A Noise Investigation Report shall be performed by a person

¹⁵⁰ Moyer Surveying, Section One, File #2005-074928, Section Two File #2006—029446, Town and Country Land Surveying, Section 3 File #2007-035227.

competent to conduct a survey which generates the follow information:

1. Model, manufacturer and serial number of each instrument used.
2. Date of last laboratory calibration of the instruments.
3. Statement of on-site calibration verification before and after each series of measurements.
4. Time and frequency of weighting networks used.
5. Location of microphone and description of area.
6. Time and date of measurement.
7. Weather conditions.
8. Residual noise level if measuring noise intrusions.
9. Name of observers.
10. Description of the measurement and all instrument readings

A Noise Investigation Report shall be submitted to the Committee before final approval will be given and deposit returned.

- b. **Flammable liquids.** Storage of flammable liquids in excess of ten (10) gallons is prohibited.
3. Permanently installed generators shall be maintained according to County, State, Federal, and industry laws and guidelines. Generators may be set to an automatic transfer switch which allows the generator to automatically start when the power goes out and the generator turns off when the power comes back on. If the generator is set for the switch to exercise the motor once a week for twenty (20) minutes, this weekly exercise shall be set for the middle of the day Monday through Friday.

REFERENCES

By-Laws of the Grandview Property Owners' Association, Inc., (dated April 2, 2006.)

Declaration of Covenants, Conditions, and Restrictions of Grandview Section I. Filed for Record on July 15, 2005. Certified Copy appears under 2005-076532 of the Real Property records in the County Clerk's Office in Montgomery County, Texas.

Declaration of Covenants, Conditions, and Restrictions of Grandview Section II. Filed for Record on March 22, 2006. Certified Copy appears under 2006-029848 of the Real Property records in the County Clerk's Office in Montgomery County, Texas.

Declaration of Covenants, Conditions, and Restrictions of Grandview Section 3. Filed for Record on March 29, 2007. Certified Copy appears under 2007-036025 of the Real Property records in the County Clerk's Office in Montgomery County, Texas.

Grandview Estates Property Owners Association, Inc., REGULATION OF SOLAR PANELS, ROOF SHINGLES, FLAGS, FLAG POLES, RELIGIOUS ITEMS AND RAIN BARRELS. Filed for Record on December 21, 2012. Certified Copy appears under PI145-2012124851-8 of the Real Property records in the County Clerk's Office in Montgomery County, Texas.

Texas Property Code, Title II Restrictive Covenants, Chapter 202, Chapter 209, Chapter 211 (With changes from 82nd Legislature – 2011).

GRANDVIEW ESTATES PROPERTY OWNERS ASSOCIATION, INC.

CERTIFICATION

"I, the undersigned, being the Secretary/Treasurer of GRANDVIEW ESTATES PROPERTY OWNERS ASSOCIATION, INC., hereby certify that the foregoing Resolution was adopted by at least a majority of the Association Board of Directors on the 9th day of January, 2012." 2013
afz

By: Annell L. Simcoe, Secretary/Treasurer

Print name: Annell L. Simcoe

ACKNOWLEDGEMENT

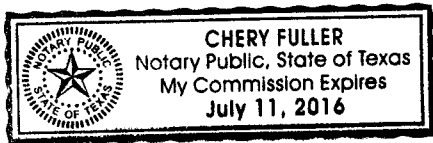
STATE OF TEXAS §

§

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day, personally appeared the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of the Association for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 9 day of January, 2012. 2013
cm



Chery Fuller
Notary Public, State of Texas

EXHIBIT "A"

Grandview Estates, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded as follows:

Section One recorded in Cabinet Y, Sheets 146/147, inclusive, County Clerk's File No. 2005-074928 of the Map Records of Montgomery County, Texas.;

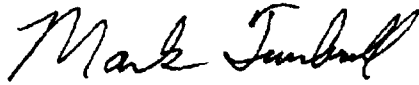
Section Two recorded in Cabinet Z, Sheet 280-283, inclusive, County Clerk's File No. 2006-029446 of the Map Records of Montgomery County, Texas;

Section Three recorded in Cabinet Z, Sheets 704-705, inclusive, County Clerk's File No. 2007-035227 of the Map Records of Montgomery, Texas.

After Recording Return to
Grandview Estates Property Owners Association, Inc.
P.O. Box 367
Montgomery, TX 77356

FILED FOR RECORD

01/10/2013 2:36PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black-outs, additions and changes were present at the time the instrument was filed and recorded.

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in file number sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Montgomery County, Texas.

01/10/2013



County Clerk
Montgomery County, Texas