

Request for Home Improvement / Architectural Modifications

(There is a \$50.00 fee for incomplete submissions that require additional processing by the manager or ACC due before sending for ACC approval)

Association or Subdivision: _____
Owner's Name: _____
Property Address: _____
Mailing Address: _____
Home Phone: _____ Mobile Phone: _____
Email: _____

Please indicate the improvement(s) you are applying for*

- | | | |
|--|--|--|
| <input type="checkbox"/> Basketball Goal | <input type="checkbox"/> House Addition | <input type="checkbox"/> Pool/Spa |
| <input type="checkbox"/> Permanent <input type="checkbox"/> Portable | <input type="checkbox"/> Landscape | <input type="checkbox"/> Roof |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Outdoor Kitchen | <input type="checkbox"/> Sidewalk/Walkway |
| <input type="checkbox"/> Driveway | <input type="checkbox"/> Outbuilding/Shed | <input type="checkbox"/> Solar Panels |
| <input type="checkbox"/> Extension <input type="checkbox"/> Repair | <input type="checkbox"/> Paint | <input type="checkbox"/> Tree Removal/Addition |
| <input type="checkbox"/> Fence | <input type="checkbox"/> Patio | <input type="checkbox"/> Window Replacement |
| <input type="checkbox"/> Flagpole | <input type="checkbox"/> Patio Cover | <input type="checkbox"/> Yard Art |
| <input type="checkbox"/> Generator | <input type="checkbox"/> Play Set | |
| | <input type="checkbox"/> Trampoline <input type="checkbox"/> Swing Set | |
| <input type="checkbox"/> Other _____ | | |

*Each improvement checked above is considered a separate application. This allows the committee to make decisions on each improvement individually.

Please describe improvement in specific detail. Please include elevation drawings, property survey, dimensions, brochure, or a photo. (A Property Survey is not required for paint jobs, roof requests, or window replacements.)

Is this request in response to a violation letter we sent you? Yes No

As applicable, please detail the materials you plan to use in your project. The words "same" or "to match" cannot be reviewed.

Lumber Type(s) _____
Brick or Stone Type(s) & Color _____
Fence material _____ Fence Height _____

Shingles
Manufacturer & Line: _____ Color: _____ Warr. Yr: _____

Paint/Stain
Siding -Body Manufacturer _____ Color Number _____ Color Name _____
Trim Manufacturer _____ Color Number _____ Color Name _____
Accent Manufacturer _____ Color Number _____ Color Name _____

You MUST include paint/stain SAMPLE(S). *You may attach a supplemental document or screen shot from the manufacturer's website.

Brick Color: _____	Siding Color: _____
Current/proposed	Current/proposed
Trim Color: _____	Accent Color: _____
Current/proposed	Current/proposed
Front Door Color: _____	Garage Door Color: _____
Current/proposed	Current/proposed

Dimensions
____ Length _____ Width _____ Height* Improvement Description _____
____ Length _____ Width _____ Height* Improvement Description _____

*From the ground to the highest point

Property Address: _____

Contractor, name and phone #: _____

Anticipated Start Date: _____ Anticipated Completion Date: _____

In an effort to provide and protect each individual homeowner's rights and values, it is required that any homeowner or group of homeowners considering improvement on their deeded property, submit a request for home improvement approval to the Architectural Control Committee for approval by the Homeowners Association prior to initiating work on planned improvements. If any change is made that has not been approved, the committee has the right to ask the homeowner to remove the improvement from their property. I understand that the Association Architectural Control Committee will act on this request as quickly as possible and contact me in writing regarding their decisions. I understand no interim updates and status will be given on my application. I agree not to begin property improvement(s) until the Architectural Control Committee notifies me of their decision.

Signature of Homeowner

Date

✓ **IS YOUR REQUEST COMPLETE? \$50.00 fee for incomplete submissions**

- Described improvements, and attached elevation drawings, brochures or photos
- Attach your SURVEY showing the exact location of the proposed improvements and distances to the property lines (except for painting, roofs or window replacement)
- Attached sample(s) of the paint, if painting or stain(s) if staining
- Defined the dimensions (length- width - height) of the structure, improvements and/or fence.
- If a fee/deposit or you will be notified after the submission of your request has been received.
- Attach photos of the area for your specific project, where the new project will be. (several angles if necessary)
- Signed the application.

*You may attach separate sheet(s) of additional information to assist in the process.

Informational:

REVIEW PROCESS – Your association's governing documents stipulate the amount of time the ACC may take to render a decision up to 30 days. However, the ACC will make every reasonable effort to expedite the review process. Applications will be reviewed during the time frame for completeness and the ACC may request additional information to help clarify your proposal.

APPLICATION – The application must be accompanied with necessary documents, photos, drawings, brochures and information to present to the ACC. Property owners must sign the application. Contractor's signatures for property owners will not be accepted.

Please submit this application and supporting documents to:

Transerve Management Company

18445 HWY 105 W, STE 102304

Montgomery, TX 77356

832-356-4432 Tel Email: TranserveHOA@gmail.com



*When emailing, please note you must send a pdf version. We will not accept a picture submission of this request form.

FOR OFFICE/COMMITTEE USE ONLY:			TRACKING – IN:	TRACKING – OUT:
Date Received:	Processed by:	Deadline:		
<input type="checkbox"/> Approved:	<input type="checkbox"/> Denied:	<input type="checkbox"/> Approved Contingent Upon:		
Comments Or Contingencies From ACC/ARC:				
ACC/ARC Signatures:		DEPOSIT \$		
		FEE \$		
		RECEIPT #		

Hand Delivered: _____ E-Mailed: _____ Mailed: _____ Courier: _____

20090558702
12/10/2009 RP1 \$120.00

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ARCHITECTURAL GUIDELINES

FOR

THE CHANCEL

lee

Return: Hoover Jovacek LLP
5847 San Felipe #2200
Houston, TX 77057

FILED FOR RECORD
8:00 AM

DEC 10 2009

Shirley B. Johnson
County Clerk, Harris County, Texas

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ARCHITECTURAL GUIDELINES FOR THE CHANCEL

The undersigned, being all of the members of the Architectural Control Committee of The Chancel Community Association, Inc., a Texas non-profit corporation ("the Association"), do hereby unanimously adopt the following Minimum Construction Standards also to be known as "Architectural Guidelines":

WHEREAS, WB Chancel Development Partners, L.P., a Texas limited partnership, was the sole owner of that certain property known as THE CHANCEL, a Harris County subdivision, according to the map and plat thereof filed and recorded under Harris County Clerk's Film Code 20090387751, Number 631172 of the Map Records of Harris County, Texas (the "Subdivision");

WHEREAS, the Subdivision is encumbered by those certain restrictive covenants entitled: "Declaration of Covenants, Conditions, Restrictions and Easements of The Chancel" filed of record in the Official Public Records of Real Property of Harris County, Texas under Harris County Clerk's File No. 20090426796 (the "Declaration");

WHEREAS, Article I, Section 1.17 of the Declaration defines "Improvement to Property" as:

Includes, without limitation: (a) the construction, installation or erection of any building, structure, or other Improvement, including utility facilities; (b) the demolition or destruction, by voluntary action, of any building, structure, or other Improvements; (c) the grading, excavation, filing, or similar disturbance to the surface of any Lot, including without limitation, change of grade, change of ground level, change of drainage pattern, or change of stream bed; (d) installation or changes to the landscaping on any Lot; and (e) any exterior modification, expansion change or alteration of any previously approved Improvement to Property, including any change of exterior appearance, color, or texture not expressly permitted by this Declaration, Minimum Construction Standard or the Rules and Regulations.

WHEREAS, Article IV, Section 4.4 of the Declaration provides:

Before commencement of work to accomplish any proposed Improvement to Property, any Person proposing to make such Improvement to Property shall submit to the Architectural Control Committee at its offices, copies of such descriptions, surveys, plot plans, drainage plans, elevation drawings, construction plans, specification, and samples of materials and colors as the Architectural Control Committee reasonably shall request, showing the nature, kind, shape, height, width, color, materials, and location of the proposed Improvement to Property, as may be more particularly described from time to time in any Minimum Construction Standards adopted by the Architectural Control Committee. The Architectural Control Committee may require submission of additional plans, specifications, or other information before approving or disapproving the proposed Improvement to Property. Until receipt by the Architectural Control Committee of all required materials in connection with the proposed Improvement to Property, the Architectural Control Committee may postpone review of any materials submitted

for approval.

WHEREAS, Article IV, Section 4.6 of the Declaration provides:

The Architectural Control Committee may adopt and from time to time may supplement or amend the Minimum Construction Standards, which provides an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline only and the Architectural Control Committee may impose other requirements in connection with its review of any proposed Improvements. If the Minimum Construction Standards impose requirements that are more stringent than the provisions of this Declaration, the provisions of the Minimum Construction Standards shall control.

WHEREAS, the Architectural Control Committee desires to establish guidelines and standards with respect to Improvement on Property and the type, quality and color of exterior additions and Improvements on Lots within the Subdivisions, to be followed by the Architectural Control Committee, so that a harmonious exterior design within the Subdivision is consistently maintained.

NOW, THEREFORE, the Architectural Control Committee hereby adopts the following Minimum Construction Standards, guidelines and standards relating to all improvements to Property on Lots within the Subdivisions, which guidelines shall supplement the applicable restrictive covenants set forth in the Declaration and shall hereinafter referred to as "Architectural Guidelines":

I. **DEFINITIONS**

All capitalized terms used herein shall have the same meanings as that ascribed to them in the Declaration and shall apply to any additional real property annexed into The Chancel Community Association, Inc., a Texas non-profit corporation in accordance with the terms of the Declaration.

II. **OVERVIEW**

The purpose of architectural design review is to keep the Subdivision attractive for the enjoyment of residents and for the protection of property and property values. The Declaration authorizes the Architectural Control Committee to establish rules, standards and procedures for the orderly development of the Subdivision and requires Owners to obtain the prior written approval of the Architectural Control Committee for any buildings, additions, or other Improvements to be constructed or modified on Lots. This is to ensure that the Improvements comply with the provisions of the Declaration and these Architectural Guidelines and are compatible with existing Improvements. The Architectural Control Committee has established these Architectural Guidelines in accordance with the authority granted to them by the provisions of the Declaration.

These Architectural Guidelines have been established to assure uniform and fair application of the Declaration and are intended to provide all Owners in the Subdivision with information about: the type, color, quality of materials which may be used in the construction of

various kinds of Improvements; the permissible size and locations of such Improvements; and information about the procedures used by the Architectural Control Committee in reviewing applications for proposed Improvements. The Architectural Guidelines are in addition to the restrictions set forth in the Declaration, which Declaration must also be reviewed to ensure compliance. With some exceptions, these Architectural Guidelines generally address specifications for Improvements not set forth in the Declaration.

The Architectural Control Committee reserves the authority to review and approve applications for buildings, additions, and other Improvement to Property which are not expressly addressed in these Architectural Guidelines, and to consider additional guidelines in the review process, whether published or not. These Architectural Guidelines may be amended by the Architectural Control Committee, as it deems necessary and appropriate.

III.

Application and Administrative Procedures

3.1 Submission. All applications for approval to make any Improvement to Property must be submitted to the Architectural Control Committee in writing by completing the application form in use by the Architectural Control Committee. Plans and specifications for any Improvement to Property must be attached to the application. The application must be supported by the following information, as appropriate:

- (1) A check in the amount of the then applicable architectural review fee, made payable to the Association as authorized by Article IV, Section 4.7 of the Declaration. The Association's managing agent should always be contacted to ascertain the amount of the then current architectural review fee prior to the submission of an application.
- (2) Two (2) copies of an accurately drawn and dimensioned site development plan indicating the location of any and all Improvements, including, specifically, the Dwelling Unit to be constructed on the Lot, the location of all driveways, sidewalks, walkways, decks, terraces, patios and accessory buildings and the relationship of the same to any setback requirements applicable to the Lot or Dwelling Unit.
- (3) Two (2) copies of a foundation plan, floor plans and exterior elevation drawing of the front, back, and sides of the Dwelling Unit to be constructed on the Lot.
- (4) Two (2) copies of written specifications and samples indicating the nature, color, type, shape, height and location of all exterior materials to be used in the construction of the Dwelling Unit or other Improvement on the Lot, including, without limitation, the type and color of all brick, stone, stucco, roofing and other materials to be utilized on the exterior of the Dwelling Unit, garage or other Improvements and the color of paint or stain to be used on all doors, shutters, trim work, eaves and cornices on the exterior of such Dwelling Unit, garage or other Improvement.

- (5) Two (2) copies of the lighting plan, including specifications, for any exterior lighting to be utilized with respect to such Lot or Dwelling Unit.
- (6) Two (2) copies of the landscaping and irrigation plans prior to the installation of any landscaping or irrigation.
- (7) A written statement of the estimated date of commencement, if the proposed Improvement is approved, and the estimated date of completion.
- (8) Such other plans, specifications or other information or documentation as may be required by these Architectural Guidelines.

The Architectural Control Committee reserves the right to request any additional information deemed by it to be necessary to properly evaluate the application. In the event that the Architectural Control Committee requests additional information, the application shall be deemed to be disapproved, whether so stated in the written communication, and a new thirty (30) day period (as addressed below) shall commence upon the receipt by the Architectural Control Committee of the additional information. All applications shall be mailed or delivered to the office of the managing agent of the Association.

3.2 Architectural Control Committee Decisions. Architectural Control Committee members shall consider each application for compliance with the provisions of the Declaration and with these Architectural Guidelines. The decision of a majority of members to approve or disapprove an application shall be considered the decision of the Architectural Control Committee.

Architectural Control Committee decisions shall be conveyed in writing by the Architectural Control Committee or the managing agent of the Association to the applicant and shall include a statement of the conditions under which the application is approved, if any, or the primary reason(s) for disapproving the application.

In accordance with the Declaration, decisions of the Architectural Control Committee shall be made within Thirty (30) days after its receipt of all material requested by the Architectural Control Committee. The failure of the Architectural Control Committee to make a decision or respond to an applicant within thirty (30) days will be deemed an automatic denial of the Application as provided in Article IV, Section 4.10 of the Declaration. Applications must be approved by the Architectural Control Committee in writing to be valid and binding.

3.3 Board of Director Appeals. The applicant may appeal an adverse decision of the Architectural Control Committee to the Board of Directors within ten (10) days by such denial or refusal in accordance with Article IV, Section 4.9 of the Declaration. Likewise, in accordance with Article IV, Section 4.9 of the Declaration, the Board of Directors shall hear the appeal with reasonable promptness after Notice and Hearing to the applicant and shall decide with reasonable promptness whether or not the proposed Improvement to Property shall be approved. All decisions of the Board of Directors shall be final and binding on all Persons.

3.4 Status of Applications During Appeal. During the appeal period, the decision of the Architectural Control Committee on the original application shall remain in effect. The failure of the Board of Directors to respond to a request for reconsideration within thirty (30) days of the date of its receipt shall not result in deemed approval of the original application.

3.5 Commencement of Improvements. All approved exterior changes, additions or Improvements shall be commenced within sixty (60) days of the date of approval by the Architectural Control Committee and completed within six (6) months after the date of approval, unless a later commencement date is approved by the Architectural Control Committee. No improvement to Dwelling Units shall be deemed completed until the exterior fascia and trim on the structure has been applied and finished and all construction materials and debris have been cleaned up and removed from the site and all rooms in the Dwelling Unit, other than attics, have been finished. Removal of materials and debris shall not take in excess of thirty (30) days following completion of the exterior.

3.6 Notice of Completion. Promptly upon completion of the Improvement to Property, the applicant shall deliver a notice of completion ("Notice of Completion") to the Architectural Control Committee and, for all purposes hereunder, the date of receipt of such of Notice of Completion by the Architectural Control Committee shall be deemed to be the date of completion of such Improvement to Property, provided that the Improvement to Property is, in fact, completed as of the date of receipt of the Notice of Completion.

3.7 Inspection of Work. The Architectural Control Committee or its duly authorized representative shall have the right, but not the duty, to inspect any Improvement to Property before or after completion, provided that the right of inspection shall terminate thirty (30) days after the Architectural Control Committee shall have received a Notice of Completion from the applicant.

3.8 Notice on Noncompliance. If, as a result of inspections or otherwise, the Architectural Control Committee finds that any Improvement to Property has been constructed or undertaken without obtaining the approval of the Architectural Control Committee, or has been completed other than in strict conformity with the description and materials furnished by the applicant to the Architectural Control Committee, or has not been completed within the required time period after the date of approval by the Architectural Control Committee shall notify the applicant in writing of the noncompliance ("Notice of Noncompliance"), which notice shall be given, in any event, within thirty (30) days after the Architectural Control Committee receives a Notice of Completion from the applicant. The Notice of Noncompliance shall specify the particulars of the noncompliance and shall require the applicant to take such action as may be necessary to remedy the noncompliance.

3.9 Failure of Committee to Act After Notice of Completion. If, for any reason other than the applicant's act or neglect, the Architectural Control Committee fails to notify the applicant of any noncompliance within thirty (30) days after receipt by the Architectural Control Committee of a written Notice of Completion from the applicant, the Improvement to Property shall be deemed in compliance if the Improvement to Property in fact was completed as of the date of Notice of Completion provided, however, that no such deemed approval shall operate to permit any Owner to construct or maintain any Improvement to the Property that violates any provision of this Declaration or the Minimum Construction Standards, the Architectural Control Committee at all times retaining the right to object to any Improvement to Property that violates this Declaration or the Minimum Construction Standards.

3.10 Appeal to Board of Findings of Noncompliance. If the Architectural Control Committee gives any Notice of Noncompliance, the applicant may appeal to the Board of Directors by giving written notice of such appeal to the Board and the Architectural Control Committee within thirty (30) days after receipt of the Notice of Noncompliance by the applicant. Additionally, if, after a Notice of Noncompliance, the applicant fails to commence diligently to remedy such

noncompliance, the Architectural Control Committee shall request a finding of noncompliance by the Board of Directors by giving written notice of such request to the Association and the applicant within thirty (30) days after delivery to the applicant a Notice of Noncompliance from the Architectural Control Committee. In either event, the Board of Directors shall hear the matter with reasonable promptness after reasonable notice of such Notice and Hearing to the applicant and the Architectural Control Committee and shall decide, with reasonable promptness, whether or not there has been such noncompliance and, if so, the nature thereof and required corrective action. The decision of the Board of Directors shall be final and binding on all Persons.

3.11 Correction of Noncompliance. If the Board of Directors determines that a noncompliance exists, the applicant shall remedy or remove the same within a period of not more than thirty (30) days from the date of receipt by the applicant of the ruling of the Board of Directors. If the applicant does not comply with the Board ruling within such period, the Board may, at its option, but with no obligation to do so, (a) record a Notice of Noncompliance against the real property on which the noncompliance exists in the Official Public Records of Real Property of Harris County, Texas; (b) remove the non-complying Improvement to Property; and/or (c) otherwise remedy the noncompliance (including, if applicable, completion of the Improvement in question), and, if the board elects to take any action with respect to such violation, the applicant shall reimburse the Association upon demand for all expenses incurred therewith. If such expenses are not promptly repaid by the applicant or Owner to the Association, the Board may levy a Reimbursement Assessment for such costs and expenses against the Owner of the Lot in question. The permissive (but not mandatory) right of the Association to remedy or remove any noncompliance (it being understood that no Owner may require the Board to take such action) shall be in addition to all other rights and remedies that the Association may have at law, in equity, under this Declaration, or otherwise.

3.12 No Implied Waiver or Estoppel. No action or failure to act by the Architectural Control Committee or by the Board of Directors shall constitute a waiver or estoppel with respect to future action by the Architectural Control Committee or the Board of Directors, with respect to any Improvement to Property. Specifically, the approval by the Architectural Control Committee of an Improvement to Property shall not be deemed a waiver of any right or an estoppel against withholding approval or consent for any similar Improvement to Property or any similar proposals, plans, specifications, or other materials submitted with respect to any other Improvement to Property by such Person or otherwise.

3.13 Power to Grant Variances. The Architectural Control Committee may authorize variances from compliance with any of the provisions of Article V of this Declaration (except for the provisions set forth in Section 5.1) including restrictions upon placement of structures, the time for completion of construction of Improvements to Property, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, environmental, or other relevant considerations may require in the sole discretion of the Architectural Control Committee. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the Architectural Control Committee. Notwithstanding anything contained in the Declaration to the contrary, the Committee Representative shall not have the power to grant a variance. If any such variance is granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall the granting of a variance affect the jurisdiction of the Architectural Control Committee other than with respect to the subject matter of the variance,

nor shall the granting of a variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned.

3.14 Compensation of Architectural Control Committee Members. The members of the Architectural Control Committee shall be entitled to reimbursement for reasonable expenses incurred by them in the performance of their duties hereunder as the Board from time to time may authorize or approve.

3.15 Records of Action. The Architectural Control Committee shall report in writing to the Board of Directors all final action of the Architectural Control Committee and the Board shall keep a permanent record of such reported action.

IV. General Guidelines

4.1 Factors. The Architectural Control Committee shall consider the following factors upon the review of each application for an exterior change, addition or Improvement:

- (1) The quality of construction and materials, colors, exterior design (elevations), size (dimensions), location and appearance, all of which must be harmonious with existing and other proposed Improvements and the design concept of the Subdivision.
- (2) The location of an Improvement must comply with all applicable setbacks set forth in the Declaration. No permanent structure shall be located on a utility or drainage easement unless approved by the owner of the easement and the Architectural Control Committee.

Note: The Architectural Control Committee cannot grant permission to place a permanent structure on an easement; consent to encroach upon a utility or other easement must be obtained in writing from the owner of the easement.

- (3) An Improvement which is intended for other than single-family residential purposes, or which may be or become an annoyance or nuisance to surrounding residents, is not permitted.
- (4) An Improvement must be located so that its use will not infringe upon the rights of adjacent Owners or increase the risk of damage to adjacent property.

The Architectural Control Committee may also consider the provisions of the Declaration and applicable statutes, ordinances, and building codes. However, approval of an application shall not be construed as a warranty or representation by the Architectural Control Committee that the change, addition or Improvement, as proposed or as built, complies with any or all applicable statutes, ordinances or building codes, or as a warranty or representation by the Architectural Control Committee of the fitness, design or adequacy of the proposed Improvement.

V. Specific Guidelines

5.1 Sidewalks. Before the Dwelling Unit is completed and occupied, a concrete sidewalk four feet (4') in width parallel to the street curb two inches (2") back from the property lines of the Lot into the street right-of-way must be constructed. A sidewalk both parallel to the front Lot line and parallel to the side street Lot line must be constructed on corner Lots. Such sidewalks shall comply with all federal, state and county laws, ordinances, or regulations respecting construction and/or specifications, if any. Locations of sidewalks are not to be varied except when required to avoid existing trees. Once constructed, sidewalks will be the responsibility of the Owner of the Lot to maintain and may not be removed, except in the event of total replacement as approved by the Architectural Control Committee.

5.2 Fences.

5.2.1 General. Each Lot must have the fencing required by the Declaration, which fencing once installed cannot be altered, removed or replaced without the approval of the Architectural Control Committee.

5.2.2 Privacy Wood Fence Construction. Six foot (6') high wood fences shall be installed between all Lots and enclosing the rear yard on all Lots, except where a Subdivision Perimeter Fence has been constructed or where alternative materials have been herein specified. Wood fences shall be constructed using six inch (6") notched cedar pickets with a minimum of two (2) rails of two inch (2") by four inch (4") treated wood and four inch (4") by four inch (4") treated wood posts at a maximum spacing of eight feet (8') on center. All wood fences shall be constructed using galvanized nails, four (4) per picket minimum. Wood fences that face any street shall have all pickets facing the street.

The tops of fences must be level. If the topography of the Lot varies, the bottom of a fence should "step" up or down (stagger) as required so that the top of the fence is always level with the horizon.

5.2.3 Lake Lots. All Lake Lots will have the entire back property line, plus twenty feet (20') up each side Lot property line fenced with black wrought iron fencing four feet (4') in height and the bars are a maximum of four inches (4") apart (center of bar to center of bar). There must be a gate four feet (4') in height installed in all rear fence lines. All joints must be welded or bolted. All such fences and gates must also comply with any additional uniform specifications established by the Architectural Control Committee.

5.2.4 Gates. All gates shall be four feet (4') wide constructed with material that is compatible with the appurtenant fence. The hinges and latches used on a gate must be consistent with the style and quality of hinges and latches

used throughout the Subdivision. Gates that allow access to a Lake must be self closing and self latching.

- 5.2.5 Color. No portion of a wood fence on a Lot which is visible from a street shall be painted or stained. All wrought iron fences on Lake Lots must be black.
- 5.2.6 Chain Link and Wire Fences. Chain link and wire fences are prohibited.
- 5.2.7 Setbacks. Fences must be no closer to the street than the plane (either front or side) of the house.
- 5.2.8 Maintenance of Fences. Pickets or rails that are broken, warped, bent, sagging, or which have otherwise deteriorated must be promptly repaired or replaced by the home owner.
- 5.2.9 Height of Fences. No fence on a Lot shall exceed six feet (6') in height, except for the Subdivision Perimeter Fence installed by the Developer, which are to be maintained by the Association.
- 5.2.10 Attachments. No structure or materials may be attached to a fence unless otherwise approved in writing by the Architectural Control Committee.
- 5.2.11 Trellis. No trellis shall be attached to the exterior of a Dwelling Unit, garage, or fence. A trellis shall not exceed ten feet (10') in height, measured from the ground to the highest point of the trellis.
- 5.2.12 Breezeways. Breezeway fencing between a detached garage and the Dwelling Unit may not exceed four feet (4') in height unless otherwise approved in writing the by Architectural Control Committee.
- 5.2.13 Subdivision Perimeter Fence. As provided in the Declaration the exterior of the Subdivision Perimeter Fence is to be maintained by the Association. The interior of the Subdivision Perimeter Fence is to be maintained by the owner of each lot that backs up to said fence. No Owner may ever alter or allow to be damaged in any way the Subdivision Perimeter Fence; this includes allowing trees, landscaping or other Improvements (including roots of landscaping), to ever touch the Subdivision Perimeter Fence.

5.3 Swimming Pools and Spas.

An application for the construction of a swimming pool, spa or jacuzzi must include a plot plan showing the proposed location of the swimming pool, spa or jacuzzi in relation to the property lines, building lines, easements, existing structures and existing or proposed fences. The application must also identify any trees which are to be removed or relocated. The application shall also include a timetable for the construction of the pool, spa or jacuzzi. No swimming pool, spa or jacuzzi shall be approved unless the area in which the pool is to be located is either enclosed by a fence constructed of wood or of wrought iron as provided in the Declaration or these Architectural Guidelines or such a fence is proposed to be constructed in conjunction with the swimming pool. Swimming pools, spas and jacuzzis must also have backflow preventers and an adequate

drainage system according to the requirements of any governmental agency having jurisdiction or, in the event there is no governmental agency having jurisdiction, as deemed appropriate of the Architectural Control Committee; all drainage must be to the sanitary sewer system. Under no circumstances shall water from a swimming pool, spa or jacuzzi be permitted to drain onto the surface of the Lot on which the swimming pool, spa or jacuzzi is situated, or onto any adjacent Lot. During construction, the pool area shall be enclosed with a temporary fence or barrier, unless a fence already exists. If a portion of an existing fence is removed during construction, a temporary fence or barrier must be erected to fully enclose the area in which construction is taking place. Further, no building materials shall be kept or stored in the street overnight. Excavated material shall either be used on site or removed from the Lot by the pool contractor. The construction of all swimming pools must be in compliance with the National Electrical Code and include the installation of a ground fault circuit interrupter. No swimming pool shall be enclosed with a screen. No swimming pool, spa or jacuzzi shall be approved for construction on utility or drainage easements or in a manner that causes water to flow on an adjacent Lot. No above-ground swimming pool is permitted on a Lot, except for temporary seasonal pools customarily used for children, which must be removed after each use. A \$1,000 security deposit is required to accompany the application for a swimming pool, spa or jacuzzi, which deposit will be returned if no Common Areas or other Association property is damaged.

5.4 Outbuildings.

5.4.1 General Rules. Any type of building or structure which exists on a Lot but is not attached to the Dwelling Unit on the Lot, other than the Dwelling Unit itself or a detached garage, shall be deemed to be an outbuilding, including without limitation, a tool shed, a storage shed, a gazebo and a play structure. Only one (1) outbuilding is permitted on a Lot, without the express written approval of the Architectural Control Committee. Except as otherwise provided in these Architectural Guidelines, an outbuilding shall not exceed one hundred twenty (120) square feet and ten feet (10') in height from the highest point of the structure. The standard, type, quality and color of the materials used in the construction of an outbuilding shall be harmonious with the standard, type, quality and color of the materials used in the construction of the Dwelling Unit on the Lot. No exterior portion of an outbuilding shall be metal. The roof of an outbuilding shall conform to the provisions relating to roofing materials set forth in the Declaration and these Architectural Guidelines and shall be compatible with the color and type of materials used in the construction of the Dwelling Unit. An outbuilding must be located in the rear yard of the Lot. Decks of pool ancillary structures are limited to twenty-four inches (24") in height. Additionally, playground and equipment of any type or amenity structures of any type are permitted only when the specific Lot involved is completely enclosed by fences. An outbuilding shall be no nearer to a side Lot line than five feet (5') or ten feet (10') from the rear Lot line and may not violate any other building setback restrictions contained in the Declaration or on the Plat. Outbuildings on Lake Lots are permitted only on a case-by-case basis, depending on the Lake Lot in question.

5.4.2 Gazebos. For the purposes hereof, a gazebo shall be defined as a free standing, open framed structure with lattice-type walls. Gazebos are

typically circular or octagonal shaped structures. There are two (2) permissible types of gazebos:

- (1) Conical shaped (peaked) roofed gazebos. These gazebos cannot exceed twelve feet (12') in height (height measured from the ground to the highest point of the gazebo) and the horizontal supports cannot exceed eight feet (8') from the deck level. Decks shall not exceed two feet (2') in height measured from the ground.
- (2) Flat lattice (arbor type) roofed gazebos. These gazebos cannot exceed ten feet (10') in height measured from the ground and the horizontal supports cannot exceed eight feet (8') in height from the deck level.

For both types of gazebos, the footprint area is limited to one hundred (100) square feet (typically 10' by 10'). All gazebos must have a permanent roof with materials conforming to the provisions of the Declaration and these Architectural Guidelines. The materials used in construction of the gazebo shall be harmonious with the standard, type, quality and color used in the construction of the Dwelling Unit of the Lot. Louvered or trellis style gazebo roofs may be allowed as long as the quality of materials is approved in writing by the Architectural Control Committee. Pressure treated wood may be stained or painted. Water and electricity may be permitted upon approval of the Architectural Control Committee so long as there is compliance with the National Electrical Code. All pipes and cables must be underground. A gazebo must be located a minimum of six feet (6') from rear and side property lines. No gazebo shall be approved for construction on utility or drainage easements or in a manner that causes water to flow onto an adjacent Lot.

5.4.3 Children's Play Structures. For the purposes hereof, a children's play structure shall mean any type of children's swing set, play set, climbing structure, slide, or play fort. Tarpaulins may be permitted with Architectural Control Committee approval. No wind-socks or streamers attached to the structure shall be permitted. Awnings must be solid colors; no rainbow stripe awnings are allowed. No play structure shall be approved for construction on utility or drainage easements or in a manner that causes water to flow to an adjacent Lot. Play structures, playhouses, and fort style structures are limited to (i) a maximum overall height of eleven feet (11') excluding a canopy or twelve and one-half feet (12½') including a canopy, and (ii) an above ground grade platform maximum height of thirty-eight inches (38"). The intent of this provision is to offer optimum private enjoyment of adjacent properties. Trampolines are not allowed.

5.4.4. Palapas. Palapas style outbuildings are not allowed.

5.5 Patio Covers.

The standard, type, quality and color of the materials used in the construction of a patio cover must be harmonious with the standard, type, quality and color of the materials used in the construction of the Dwelling Unit; provided, however, that corrugated roofs for patio covers and aluminum patio covers shall not be permitted under any circumstances. If siding is used on a patio cover, it must be of the same type, quality, and color as the siding on the Dwelling Unit. Roofing materials on a patio cover shall conform to the provisions relating to roofing materials set forth in the Declaration and these Architectural Guidelines. Louvered or trellis style patio cover roofs are allowed only with the prior written approval of the Architectural Control Committee. Pressure treated wood may be stained or painted provided the color shall conform to the provisions relating to painting set forth in these Architectural Guidelines. Any patio cover which is not attached to the Dwelling Unit shall be subject to the provisions of these Architectural Guidelines relating to gazebos.

A patio cover shall not encroach on any utility or drainage easement, nor shall it violate the building setback line applicable to the Dwelling Unit on the Lot. A patio cover shall not impede or impair drainage or cause water to flow onto any adjacent Lot.

A patio cover must be adequately supported and constructed of sturdy materials so that the patio cover has no visible sagging or warping.

A patio cover which is attached to the Dwelling Unit shall be securely attached at a height not less than seven feet (7') nor more than twelve feet (12') from the ground. A patio cover which is attached to a detached garage or breezeway must be securely attached at a height below the eaves of the structure at a height of not less than seven feet (7') nor more than nine feet (9') from the ground. The roof of a patio cover shall have an attractive slope away from the Dwelling Unit at an angle, which does not exceed that of the roof on the Dwelling Unit.

The roof of a patio cover (other than arbor or trellis type) must be covered with shingles complying with the provisions of these Architectural Guidelines relating to roofing materials and slope. In cases where it is not possible to have the required slope the Architectural Control Committee may approve a flat type roof with a modified membrane type roofing material provided the color and appearance of such roofing closely matches the roofing of the Dwelling Unit.

If any portion of the patio cover has a peaked or cone-shaped roof, that portion of the patio cover must also comply with the provisions of these Architectural Guidelines relating to conical shaped (peaked roofed) gazebos, including size, location and height.

5.6 Patio Enclosures.

A "patio enclosure" is any patio cover which has exterior walls and/or screens (other than "sun rooms" as defined in these Architectural Guidelines). All structural components of a patio enclosure, including roofing materials, shall be subject to provisions of these Architectural Guidelines relating to patio covers. This section describes additional requirements for walls, screens and frames used to enclose a covered patio or deck.

The standard, type, quality and color of the materials used in the construction of a patio enclosure must be harmonious with the standard, type, quality and color of the materials used in the construction of the Dwelling Unit. Exterior walls of a patio enclosure shall be constructed of brick or siding which is of the same type, quality, and color as those of the Dwelling Unit on the Lot. Aluminum siding is not allowed. No visible part of the enclosure may be made of metal other than

screens, frames, and storm doors. Patio enclosure screens must be the same color as existing window screens on the Dwelling Unit and must have adequate cross-member support to avoid sagging. The exterior color of doors, sills, beams, frames, or other visible supports must match the exterior colors of the Dwelling Unit or the color of existing window frames.

5.7 Decks.

All decks must be approved by the Architectural Control Committee with respect to location and the standard, type, color and quality of the materials used in construction. No deck shall be approved for construction on utility or drainage easements or in a manner that causes water to flow on an adjacent Lot. No deck shall be constructed more than two feet (2') above the ground. The location of a deck must comply with all applicable building setbacks.

5.8 Exterior Lighting.

5.8.1 Changes to Existing Lighting. Outside lighting may be replaced with a new fixture provided that the wattage of the new fixture does not exceed 150 watts. Existing gas lighting may be converted to an electric incandescent bulb provided that (a) the incandescent bulb is a clear glass type, (b) the wattage of the bulb does not exceed 100 watts, and (c) the lighting color is white. In no event shall the lighting illuminate beyond the boundaries of the Lot on which the lighting is located or be directed to shine in a manner which disturbs the occupants of an adjacent Lot.

5.8.2 New Lighting.

- a. Security Lighting. Security lighting shall be permitted with the Architectural Control Committee's approval so long as (i) the total wattage for all security lights does not exceed 300 watts, (ii) the lighting is motion activated, and (iii) does not illuminate areas beyond the limits of the Lot. Lights which are dimmed shall be judged by their full wattage. Incandescent, reflector, down-directed or flood lights are preferred over the radial light style of mercury vapor lights. All security lighting shall be mounted behind the back plane of the Dwelling Unit or garage. No pole mounted security lights or lights mounted upon fences, trees or structures shall be permitted. No security light fixture shall be allowed above the eaves of the Dwelling Unit or garage or more than ten feet (10') from the ground. Exceptions to mounting security lighting behind the back plane of the Dwelling Unit and/or allowing security lighting above the eaves of the Dwelling Unit or garage may be granted by the Architectural Control Committee if the design and location of the Dwelling Unit and/or garage on a Lot warrant an exception. No more than two (2) flood lights (not to exceed a total of 300 watts) or one (1) mercury vapor light of not more than 150 watts shall be permitted on any Lot; in no event may the lights illuminate beyond the limits of the Lot. Installation of all light fixtures must be approved by the Architectural Control Committee.

Exceptions to the number of lights allowed may be granted only with respect to corner Lots and cul-de-sac Lots, if specifically requested, and then only at the discretion of the Architectural Control Committee. No sodium vapor lights or quartz lights will be permitted. All wiring must be installed within walls or otherwise in a manner so that the wiring is not visible from the exterior of the Dwelling Unit.

- b. Landscape Lighting. Exterior landscape lighting shall be permitted with the Architectural Control Committee's approval so long as the lighting is located within flower beds, shrubs and/or trees and all of the wiring is buried. All landscape lighting must be white in color.
- c. Gas Lights. Two (2) gas lights per Lot shall be permitted with the Architectural Control Committee's approval; provided that the gas lighting color is white. The color of the pole and fixture must be black unless otherwise approved by the Architectural Control Committee.
- d. Holiday Lighting. Exterior lighting for holidays (e.g., Christmas) shall be permitted so long as the lighting is removed on a timely basis as established by the Association (e.g. Christmas lights must be removed by January 5 of each year).

5.8.3 Annoyances. The Board reserves the right to require the removal or modification of any lighting which it reasonably determines to be an annoyance or nuisance to the occupants of any adjacent Lot.

5.9 Painting.

No exterior surface of a Dwelling Unit, garage, or other Improvement on a Lot shall be painted or repainted without the prior approval of the Architectural Control Committee. This provision applies to existing, as well as new construction; provided that, if a Dwelling Unit, garage or other Improvement on a Lot is repainted with the identical paint (meaning both the same color and paint manufacturer), and there is no change in the areas to which the particular paint is applied, the approval of the Architectural Control Committee shall not be required. Color samples or "paint chips" of the proposed exterior color(s) must be attached to each application submitted to the Architectural Control Committee. The Architectural Control Committee may maintain a chart depicting examples of the colors and shades for the exteriors of Dwelling Units and other Improvements on Lots within the Subdivision. The color samples or paint chips shall be compared to the colors and shades of colors set forth on the color chart to assure that each approved color is harmonious with the color scheme established for the Subdivision. Iridescent colors or tones considered by the Architectural Control Committee to be brilliant are not permitted. The following additional guidelines shall also apply:

- (a) Harmonious Colors. The proposed colors must be harmonious with each other and with the colors of exterior brick and roofing materials.

- (b) Principal Colors of Dwellings. The principal color of the Dwelling Unit and garage situated on a Lot, including the garage door, must be a muted tone and should not be the same color as any adjacent or facing Dwelling Unit on a neighboring Lot. The Architectural Control Committee may approve similar paint colors on neighboring structures in cases where the brick or accent colors are substantially different from those of the neighboring structure.
- (c) Gutters. When rain gutters are painted, the paint color must match the color of the fascia board trim. When "maintenance-free" gutters are installed or replaced, the color must match (as closely as possible) the fascia board trim.
- (d) Accents. Shutters, window hoods, the side panels of doors and windows and the exterior surfaces of doors may be painted any acceptable earth tone or forest tone color, including trim colors. Window hoods may also be painted in a coppertone metallic based paint. Only one (1) accent color is permitted per Lot. Exterior doors may be stained a natural wood color or may be painted to match the other accents, trim, or principal color of the Dwelling Unit.
- (e) Outbuildings. Any outbuilding which has a roof shall also be subject to these painting guidelines and shall be painted in a color to match the overall color of the Dwelling Unit.
- (f) Recommendations. Although not required for approval, the following are recommended:
 - (i) In most cases, it is more attractive to paint trim the same color as the principal color of the Dwelling Unit and to use a different color for accents.
 - (ii) When a different color is used for trim, the color should be a moderately darker shade of the principal color and the accents should be painted to match the trim. Extreme color differences or use of more than two (2) colors on a Dwelling Unit should be avoided.

5.10 Roofing Materials and Additions.

- 5.10.1 Materials. A sample of the proposed shingle to be placed on any existing roof or any new Improvement must be attached to each application submitted to the Architectural Control Committee. All roofs must be constructed or covered by asphalt dimensional composition or fiberglass composition shingles with a minimum manufacturer's guarantee of thirty (30) years. Unless otherwise approved by the Architectural Control Committee. The roofs of all buildings shall contain a roof pitch of not less than five inches (5") per each vertical twelve inches (12") of roof. Roofs on attached porches may have a lesser pitch as may be determined by

the Committee. Felt for all composition roofs must have a weight of at least 30 lbs.

- 5.10.2 Roofing Additions. No skylights, solar panels, roof ventilators or similar types of additions shall be permitted on the front of the roof ridge line and/or gable of a Dwelling Unit or other Improvement. Skylights, solar panels, roof ventilators and the like are subject to approval by the Architectural Control Committee. No solar or other energy collection panel, equipment or device shall be permitted on the roof of a Dwelling Unit if visible from any street. All roof ventilators shall be located to the rear of the ridge line and/or gable of the Dwelling Unit or other Improvement and shall not extend above the highest point of such structure. The Architectural Control Committee shall have the right to approve exceptions to the foregoing in cases where safety or energy conservation and heating/cooling efficiency require ventilators that, because of a particular roof design, cannot be screened from public view. The color of roofing additions must match existing roof vents (if any) or be harmonious with the color of roofing materials.

5.11 Birdhouses. Birdhouses shall be permitted without the approval of the Architectural Control Committee, subject to the following:

- (1) A birdhouse shall be located only in the rear yard of a the Lot;
- (2) No birdhouse shall be larger than two feet (2') in width, two feet (2') in length and two feet (2') in height;
- (3) No more than two (2) birdhouses shall be permitted on a Lot;
- (4) No birdhouse shall be situated higher than ten feet (10') above the ground; and
- (5) The materials used in the construction of a birdhouse and the color of a birdhouse must be harmonious with the Dwelling Unit and other Improvements on the Lot.

5.12 Window and Door Awnings. All awnings must be approved in writing by the Architectural Control Committee.

5.13 Antennae.

No exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any Lot, which are visible from any street, Common Area or another Lot, unless it is impossible to receive an acceptable quality signal from any other location. In that event, the receiving device may be placed in the least visible location where reception of an acceptable quality signal is possible. The Architectural Control Committee of the Association may require painting or screening of the receiving device, which painting or screening does not substantially interfere with an acceptable quality signal. In no event are the following devices permitted: (i) satellite dishes, which are larger than one (1) meter in diameter; (ii) broadcast antenna masts, which exceed the height of the center ridge of the roofline; or (iii) MMDS antenna masts, which

exceed the height of twelve feet (12') above the center ridge of the roofline. No exterior antennas, aerials, satellite dishes, or other apparatus shall be permitted, placed, allowed or maintained upon any Lot, which transmit television, radio, satellite or other signals of any kind. This section is intended to be in compliance with the Telecommunications Act of 1996 (the "Act"), as the Act may be amended from time to time; this section shall be interpreted to be as restrictive as possible, while not violating the Act.

5.14 Garage Conversions. No garage on a Lot shall be converted to living space.

5.15 Basketball Goals. A basketball goal shall not be installed or erected on a Lot without the prior approval of the Architectural Control Committee. No portable basketball goals are allowed. A basketball goal is subject to the following:

- (1) A basketball goal must be mounted either on the garage wall or roof with the backboard parallel to the automobile entrance; or on a rigid galvanized or stainless steel; wooden poles are not allowed.
- (2) The backboard material must be fiberglass or safety glass. The color must be clear (safety glass), gray or white with the exception of the white, black, orange or red manufacturer's outline markings. The rim should be of heavy gauge steel and red, black or orange in color. The net must be maintained in good condition as determined by the Architectural Control Committee.
- (3) The backboard supports must be firmly attached to the structure, using either lag bolts into underlying support members (garage studs or trusses) or threaded bolts and nuts through the structure's roof or wall. Nails, by themselves, are not permitted. Mounting supports may be of wood, steel, or aluminum. Supports must be painted with a color that complies with the provisions of these Architectural Guidelines relating to painting.
- (4) All pole-mounted basketball goals must be located behind the front building line. A pole mounted goal shall not be located within ten feet (10') of an adjacent Lot Owner's amenities (air conditioning unit, shrubbery, gas meter, driveway, etc.) unless properly protected (i.e., by fence or shrubbery), as determined by the Architectural Control Committee. The pole must have a manufacturer's weather resistant finish and be painted black or gray.
- (5) An application for approval of a basketball goal should include a detailed sketch of the goal's proximity and relationship to the adjacent Lot and, in pole mounted cases, include a description of the amenities on the adjacent Lot and three (3) photographs from three (3) different angles of the amenities on the adjacent Lot.
- (6) Applications must include the following:
 - (i) Roof or Wall-Mounted Goals: A photograph or detailed sketch showing the proposed location of the goal on the garage.

- (ii) Pole-Mounted Goals: A copy of the Lot survey showing the exact location of the proposed goal relative to the front of the Dwelling Unit, Lot lines, and easements.
 - (iii) Goals Located Near a Lot Boundary Line: Photographs showing the exposed side of the adjacent Lot and an indication of the distance between the proposed goal and the nearest amenities on the adjacent Lot.
- (7) The basketball goal, rim and net must be maintained at all times or the basketball goal must be removed.
 - (8) The Architectural Control Committee may revoke its approval and require removal of any basketball goal which it reasonably determines to be an annoyance or nuisance to the occupants of any surrounding residents.

5.16 Sunrooms. A sunroom is any room with glass-enclosed walls or a glass ceiling. The Architectural Control Committee may reject an application to construct a sunroom on a Lot on the basis of its overall design and conformity with existing structures regardless of whether or not the proposed sunroom complies with the technical specifications set forth below.

- (1) Applications must be accompanied by a detailed scale drawing or blueprint showing the three (3) dimensional relationship of the sunroom to the existing structure. Applications must also include a plot plan showing the location of the sunroom in relation to all Lot boundary lines, the Dwelling Unit, easements and building setback lines. Applications must also include a detailed material list and the name, address, and business phone number of the contractor or installer. Applications may be rejected for failure to provide any of these required items.
- (2) A sunroom may be added to the rear of the Dwelling Unit only. Applications for sunrooms on Lake Lots, cul-de-sac Lots and corner Lots where the rear of the Dwelling Unit faces a street or other community property will be considered on a case-by-case basis.
- (3) Supporting structural members must be of a color and shade similar to and harmonious with the exterior color of the Dwelling Unit. Glass must be tinted in a shade compatible with the exterior of the Dwelling Unit. No metallic or direct reflecting style shading/tinting of the glass will be permitted. Applicants may be required to submit actual samples of the glass with the proposed shading/tinting material applied for approval.
- (4) The floor of the sunroom must be of reinforced concrete slab construction with three inch (3") minimum thickness. No other flooring material will be permitted.
- (5) Only safety glass will be permitted for the panes. No fiberglass, plexiglass, plastic, acrylic, mesh, or other materials will be allowed.

Safety glass must be a minimum 3/16" thick if tempered glass or a minimum 1/4" thick if laminated glass. Maximum width of glass between support trusses will be three feet (3') measured center-to-center.

- (6) Support trusses (glazing bars) must be constructed of aluminum or aluminum alloys with electrostatically applied coloring/paint to withstand 100 m.p.h. wind and 25 lbs. per square foot. No natural aluminum oxidation coloring will be allowed. No wood, composite, steel, fiberglass, or plastic trusses will be allowed. Trusses must be of structural box or I-beam construction. Round, oval, or "T" shaped trusses will not be allowed.
- (7) The roof of a sunroom must have a minimum pitch of one inch (1") per twelve inch (12") of projection. The sunroom may not project more than twenty feet (20') measured from the rear facing plane of the Dwelling Unit. The sunroom may not project beyond either side-facing plane of the Dwelling Unit. A sunroom may not encroach on any existing setbacks or easements.
- (8) Sunrooms are only permitted as ground structures. The maximum height of the roof, measured from the concrete floor, may not exceed either twelve feet (12') or the height of the eaves of the wall that the sunroom projects from, whichever is lower.
- (9) If ceiling lighting is installed, it must be downward-directed, focused, low-wattage track lighting. Any electrical plug outlet installed within the trusses/glazing supports must be of the UL approved Ground Fault Interrupt (GFI) type.
- (10) Sunrooms may not have turbine-type or forced fan roof ventilators installed. Only natural draft/convection flow panels that open may be installed. Panels that open may not exceed 36" x 36" in size and must be at least three feet (3') in any direction away from adjoining opening panels.
- (11) Sunrooms may not have exposed air conditioning or heating ductwork installed on the exterior thereof. Vents must be attached to the Dwelling Unit. No ductwork shall be visible.
- (12) Window coverings are not required. However, only interior coverings will be permitted; there shall be no exterior covering of the sunroom glass allowed. The side of the window covering facing the exterior must be of a neutral, earth-tone color or forest tone, which must also blend with the exterior color of the Dwelling Unit. If there is covering on any one window, then all windows must be covered with the same treatment. Color and material samples of coverings may be required to be submitted for approval, at the discretion of the Architectural Control Committee.

5.17 Signs.

No sign of any kind shall be displayed to public view on any Lot, except signs of not more than one (1) sign in each of the following categories, which is not more than six (6) square feet in area used to: (a) advertise the Lot for sale or lease; (b) indicate traffic control or security services; (c) identify the Builder or contractor while construction is in progress on such Lot; or (d) local school spirit signs approved by the Architectural Control Committee for designated periods of time. Owners may place ground mounted signs on their Lot, which advertise a political candidate or ballot item for an election ("Political Signs"), provided the following criteria are met:

- (1) No Political Sign may be placed on an Owner's Lot prior to the ninetieth (90th) day before the date of the election to which the sign relates, or remain on an Owner's Lot subsequent to the tenth (10th) day after the election date.
- (2) No more than one (1) Political Sign is allowed per political candidate or ballot item.
- (3) No Political Sign may: contain roofing material, siding, paving, materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component; be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object; include the painting of architectural surfaces; threaten the public health or safety; be larger than four feet by six feet; violate a law; contain language, graphics, or any display that would be offensive to the ordinary person; or be accompanied by music, other sounds, by streamers or is otherwise distracting to motorists.

The Association may remove a sign displayed in violation of this Section 6.9 of the Declaration. Additionally, the right is reserved by Declarant to construct and maintain signs, billboards, and advertising devices as is customary in connection with the sale of newly constructed Dwelling Units. The Declarant and the Association shall also have the right to erect identifying signs at each entrance to the Subdivision.

5.18 Solar Screens, Window Tint. The color of any solar screens or window tint must be harmonious with that of the Dwelling Unit. The frames of the screens must match the color of the window frames of the Dwelling Unit, or must match the color of the solar screen material. If any window is covered, all of the windows on the same side of the building must also be covered. The width of the screen frames must match individual window size (i.e. double-width screens are not allowed). Frames should have appropriate cross-member support to prevent sagging. Window tint shall be harmonious, shall not be reflective and must be maintained to prevent peeling, cracking, or irregular discoloration.

5.19 Landscaping.

- (1) The landscaping plan for each Lot shall be submitted to the Architectural Control Committee for approval pursuant to the provisions of Article IV.
- (2) The front and side yards of each Lot shall be sodded and continually maintained with grass. The rear yard of each Lake Lot shall also be sodded and continually maintained with grass.
- (3) All landscaping for a Lot shall be completed in accordance with the landscaping Plan approved by the Architectural Control Committee no later than thirty (30) days following the date of substantial completion of the Dwelling Unit situated

thereon.

- (4) No hedge or shrubbery planting which obstructs sight-lines of streets and roadways shall be placed or permitted to remain on any Lot where such hedge or shrubbery interferes with traffic sight-lines for roadways within the Subdivision. The determination of whether any such obstruction exists shall be made by the Architectural Control Committee and its determination shall be conclusive and binding on all parties.
- (5) Rock or similar hardscape may be incorporated into the landscaping if approved in writing by the Architectural Control Committee; provided that, a solid rock yard or similar type of hardscape is not permitted in the front yard of a Lot or in the side yard of a Lot if visible from the street in front of the Lot at ground level or, if a corner Lot, the side street adjacent to the Lot at ground level. A solid rock yard or similar type of hardscape is not permitted in the rear yard of a Lake Lot.
- (6) No rocks, rock walls or other substances shall be placed on any Lot as a front or side yard border or to prevent vehicles from parking on or pedestrians from walking on any portion of such Lot or to otherwise impede or limit access to the same. No bird baths, foundations, reflectors, flag poles, statues, lawn sculptures, artificial plants, rock gardens, rock walls, free-standing bird houses or other fixtures and accessories shall be placed or installed within the front or side yards of any Lot, or in the rear yard of a Lake Lot, unless approved in writing by the Architectural Control Committee. Fountains and water falls are not allowed in the front yard.
- (7) Vegetable, herb or similar gardens or plants must blend with existing landscape.
- (8) The Architectural Control Committee may from time to time promulgate Rules and Regulations adopting an approved list of plant life which may be utilized on any Lot, which Rules and Regulations may prescribe that a minimum dollar amount be established and utilized as the initial budget for the landscaping to be installed upon the substantial completion of the Dwelling Unit on the Lot.
- (9) No Owner shall allow the grass on his Lot to grow to a height in excess of six inches (6"), measured from the surface of the ground.
- (10) Seasonal or holiday decorations (e.g., Christmas trees and lights, pumpkins, Easter decorations) shall be removed from each Lot or Dwelling Unit or other Improvement on the Lot within fifteen (15) days after such holiday passes.
- (11) No tree may be planted on a Lake Lot nearer to the rear property line than four feet (4'). No tree or shrub may unreasonably restrict or impair the view of a Lake from any neighboring Lot; hedges are not allowed. The Architectural Control Committee shall have the sole discretion to determine whether a tree or shrub unreasonably restricts or impairs the view of a Lake from a neighboring Lot and its determination shall be conclusive and binding on all parties.

5.20 Skateboard Ramps. Skateboard ramps are not allowed.

5.21 Exterior Siding. The exterior siding proposed to be used on any existing structure or new Improvement on the Lot other than the Dwelling Unit, must be compatible with the type, quality, size, and color of the siding on the Dwelling Unit. All siding is subject to the approval of the Architectural Control Committee; provided that, aluminum, steel, or other metal siding is not acceptable. The following additional guidelines apply to exterior siding:

- (1) minimum of a 20-year warranty from a reputable manufacturer (warranty information should be submitted with the application);
- (2) thickness, visible width, and spacing of siding must be consistent with that of the original exterior siding; each application submitted to the Architectural Control Committee shall specify the thickness, width and spacing of the existing and proposed siding, and shall include a sample of the proposed siding material;
- (3) color of all siding (including siding that is not painted) must comply with the provisions of these Architectural Guidelines relating to painting and each application must include at least two (2) color samples of the proposed siding color;
- (4) must be installed and maintained to avoid sagging, waving, warping or irregular coloration; the Board may require the Owner (at the Owner's sole responsibility and expense) to repair or replace siding that fails to adhere to these Architectural Guidelines.

The exterior of the Dwelling Units must comply with the provisions of the Declaration.

5.22 Flag Poles. The Association encourages its residents to display the American flag at appropriate times. However, flag poles are considered an Improvement, and therefore, require Architectural Control Committee approval and compliance with the provisions of the Declaration. Flags shall not be used to advertise or promote any product, service or commercial enterprise.


Each Lot may have not more than two (2) removable, wall-mounted flag poles or masts, which must be securely attached to the Dwelling Unit or garage. The pole or mast may not exceed three feet (3') in length. The pole or mast must be removed whenever the flag is not being displayed.

ADOPTED on the last date set forth opposite each name to become effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

**THE CHANCEL
COMMUNITY ASSOCIATION, INC.**

ARCHITECTURAL CONTROL COMMITTEE

Date: 11-16-09



David R. Glunt

**CERTIFICATE OF ADOPTION TO AMEND
ARCHITECTURAL GUIDELINES
BASKET BALL GOALS
OF**

THE CHANCEL COMMUNITY ASSOCIATION, INC.

WHEREAS, the Board of Directors (the "Board") of Chancel Community Association Inc., a Texas non-profit corporation (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions contained in that certain Architectural Guidelines for The Chancel recorded in the office of the County Clerk of Harris County, Texas under Clerk's File No. 20090558702. as said instrument has been or may be amended or supplemented from time to time, encumbering the Chancel Community Association Inc.; and

WHEREAS, Chapter 202 of the Texas Property Code was amended effective September 1, 2011, to add Section 202.011 ("Section 202.011") thereto; and

WHEREAS, Section 202.011 allows a property owners' association to adopt and enforce reasonable rules and regulations regarding the Architectural Guideline, Basketball Goals

WHEREAS, the Board has determined that in connection with providing reasonable rules and regulations regarding the installation of Basketball Goals, it is appropriate for the Association to adopt Basketball Goal Architectural guidelines; and

WHEREAS, the By-Laws of the Association provides that a majority of the number of Directors shall constitute a quorum for the transaction of business and that the action of a majority of the Directors at a meeting at which a quorum is present is the action of the Board; and

WHEREAS, the Board held a meeting on May 19, 2015, at which at least a majority of the Directors were present and duly passed, by majority of members, the Basketball Goal guidelines described herein below (the "Basketball Goal Guidelines").

NOW, THEREFORE, to give notice of the matters set forth herein, the undersigned, being the President of the Association, does hereby certify that at a meeting of the Board held on May 19, 2015, at which at least a majority of the Directors were present, the Board duly adopted the Basketball Goal Guidelines. The Basketball Goal Guidelines are effective upon recordation of this Certificate in the Official Public Records of Harris County, Texas, and supersede any guidelines regarding the installation of Basketball Goals which may have previously been in effect for the Chancel Community Association Inc... Basketball Goal Guidelines are as follows:

5.15 Basketball Goals. A basketball goal shall not be installed or erected on a Lot without the prior approval of the Architectural Control Committee.

- (1) A basketball goal must be mounted on a rigid galvanized or stainless steel pole using anchors to allow the removal of the goal when necessary. Portable goals are allowed, however, the ACC committee must approve of the brand and model type purchased before the homeowner is granted approval. The use of on the home mounted brackets will not be allowed.
- (2) The backboard material must be made of polycarbonate, acrylic, or safety glass. The color must be clear with the exception of the white, black, blue, orange or red manufacturer's outline markings. The rim should be of heavy gauge steel and red, Black or orange in color. The net must be maintained in good condition as determined by the Architectural Control Committee. For cloth netting, it must be white to slightly off white in color and cannot be frayed in any area. Metal or chain netting is not allowed.
- (3) All pole-mounted basketball goals must be located behind the front building line. A pole mounted goal shall not be located within ten feet (10') of an adjacent Lot Owner's amenities (air conditioning unit, shrubbery, gas meter, driveway, etc.) unless properly protected (i.e., by fence or shrubbery), as determined by the Architectural Control Committee. The pole must have a manufacturer's weather resistant finish and be painted black.
- (4) All portable goals must be filled with either water or playground sand in the base. The use of objects on top of the base for stability is not allowed. The entire portable goal must be maintained in playable condition. Maintenance must be performed to ensure the system is rust free and stable. Portable goals can only be used in the designated area of the yard referenced in the submitted ACC Approval Application. The portable goal cannot be used in common areas, streets, or sidewalks at any time.
- (5) An application for approval of a basketball goal should include a detailed sketch of the goal's proximity and relationship to the adjacent Lot and, in pole mounted cases, include a description of the amenities on the adjacent Lot and three (3) photographs from three (3) different angles of the amenities on the adjacent Lot.
- (6) Applications must include the following:
 - (i) Pole-Mounted & Portable Goals: A copy of the Lot survey showing the exact location of the proposed goal relative to the front of the Dwelling Unit, Lot lines, and easements.
 - (ii) Goals Located Near a Lot Boundary Line: Photographs showing the exposed side of the adjacent Lot and an indication of the distance between the proposed goal and the nearest amenities on the adjacent Lot.
- (7) The basketball goal, rim and net must be maintained at all times or the basketball goal must be removed. The ACC has the ability to determine if the basketball system is deemed properly maintained or not. Please refer to the language in 5.15 clauses 2, 3, & 4.
- (8) The Architectural Control Committee may revoke its approval and require removal of any basketball goal which it reasonably determines to be an annoyance or nuisance to the occupants of any surrounding residents. Any basketball system installed prior to this amendment is grandfathered in but all maintenance rules still apply.

BY-LAWS
OF
THE CHANCEL COMMUNITY ASSOCIATION, INC.

BY-LAWS
OF
THE CHANCEL COMMUNITY ASSOCIATION, INC.

Article I.

Name, Membership, Applicability, and Definitions

Section 1. Name. The name of the Association shall be The Chancel Community Association, Inc. (hereinafter sometimes referred to as the "Association").

Section 2. Membership. The Association shall have two (2) classes of membership, Class "A" and "B", as is more fully set forth in that Declaration of Covenants, Conditions, Restrictions and Easements of The Chancel (this is hereinafter sometimes referred to as the "Declaration"), the terms of which pertaining to membership are specifically incorporated by reference herein.

Section 3. Definitions. The words used in these By-Laws shall have the same meaning as set forth in the Declaration, unless the context shall prohibit.

Article II.

Association: Meetings, Quorum, Voting, Proxies

Section 1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board of Directors, either in the Property or as convenient thereto as possible and practical.

Section 2. First Meeting and Annual Meetings. An annual or special meeting shall be held within one (1) year from the date the Declaration is recorded. Annual meetings shall be set by the Board so as to occur no later than one hundred twenty (120) days after the close of the Association's fiscal year, but not a legal holiday, or a Saturday and Sunday. The annual meetings shall be informational for as long as the Declarant retains the right to appoint directors.

Section 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a Majority of the Board of Directors or upon a petition signed by at least twenty-five percent (25%) of the Class "A" members. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail or to cause to be delivered to the Owner of record of each Lot or Commercial Unit a notice of each annual or special meeting of the Association stating the purpose of the special meeting, as well as the time and place where it is to be held. If an Owner wishes notice to be given at an address other than his or her Lot or Commercial Unit, he or she shall have designated by notice in writing to the Secretary such other address. The mailing or delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than ten (10) nor more than thirty (30) days before a meeting.

Section 5. Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of notice of the time, date, and place thereof, unless such member specifically objects to lack of proper notice at the time the meeting is called to order.

Section 6. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a Majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 7. Voting. The voting rights of the members shall be as set forth in the Declaration, and such voting rights are specifically incorporated herein.

Section 8. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing, dated, and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his or her Lot or Commercial Unit, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a member, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy.

Section 9. Quorum. The presence, in person or by proxy, of twenty-five percent (25%) of the Owners to which eligible votes appertain shall constitute a quorum at all meetings of the Association. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 10. Voting by Mail. The Board of Directors may authorize members to vote by mail on the election of directors and officers or on any other matter that may be voted on by the members.

Article III.

Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors. Except as provided in Section 2 of this Article, the Directors must: (i) reside in the Property and shall be members or spouses (or roommates) of such members; or (ii) be a representative of a Commercial Unit; provided, however, no Person and his or her spouse or roommate (i.e. no two occupants of the same Lot or no two representatives of the same Commercial Unit) may serve on the Board at the same time.

Section 2. Directors Appointed by Declarant. The Directors shall be selected by the Declarant acting in its sole discretion and shall serve at the pleasure of the Declarant, so long as the Class "B" membership exists as set forth in the Declaration (until the Election Date), unless the Declarant shall earlier surrender this right to select Directors. The Directors selected by the Declarant need not be Owners or residents or representatives of Owners in the Property. The names of the initial Directors selected by the Declarant are set forth in the Certificate of Formation of the Association.

Section 3. Number of Directors. The Board shall consist of three (3) members. This number may be increased or decreased by resolution of the Board; however never less than three (3).

Section 4. Nomination of Directors. Elected Directors shall be nominated from the floor and may also be nominated by a Nominating Committee, if such a committee is established by the Board. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.

Section 5. Election and Term of Office. Notwithstanding any other provision contained herein:

(a) Not later than thirty (30) days after the Class "B" membership terminates (ie the Election Date), or no later than thirty (30) days after the Declarant surrenders its right to select Directors, if such surrender occurs prior to the termination of the Class "B" membership, the Association shall call a special meeting to be held at which members shall elect three (3) Directors for initial terms, or such higher number of Directors as these Bylaws then call for.

(b) At annual meetings of the membership after such special meeting, Directors shall be elected. All eligible members of the Association shall vote on all Directors to be elected, and the candidate(s) receiving the most votes shall be elected; provided, however, those Directors serving at the time of the first few annual meetings after the termination of the Class "B" membership shall serve the remainder of their initial terms.

The initial term of one-third (1/3rd) of the Directors shall be one (1) year from the special meeting, the initial term of the second-third (2/3rd) of the Directors shall be two (2) years from the special meeting, and the initial term of the third of the Directors shall be three (3) years from the special meeting, however, each such initial term shall be extended to terminate at the next annual meeting which occurs. At the expiration of the initial term of office of each respective member of the Board of Directors, a successor shall be elected to serve for a term of three (3) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association. If at the time after the special meeting, these Bylaws have been amended to increase the number of Directors, the additional Directors elected shall each serve an initial term as to give effect to the staggered terms referred to above.

(c) The Declarant, in its sole discretion, may call meetings earlier than required herein and/or may permit Class "A" members to elect a larger number of Directors at any meeting than required herein.

(d) If the Class B membership has previously ceased, it may be reinstated in connection with an annexation, in such event the Class B member's right to appoint Directors under Section 2 above shall be reinstated and this Section 5 provisions relating to election of Directors shall be suspended until such time as the Class B membership ceases again.

Section 6. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors may be removed, with or without cause, by the Class B member or by a majority vote of the Class "A" members and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed by the Owners shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any Director not appointed by Declarant who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment for more than twenty (20) days may be removed by a Majority vote of the Directors at a meeting, a quorum being present. This Section shall not apply to Directors appointed by Declarant. If the Class B membership has previously ceased and is reinstated pursuant to the Declaration in connection with an annexation, then this ability of the Class B member to remove a Director is also reinstated.

Section 7. Vacancies. Vacancies in the Board of Directors caused by any reason, excluding the removal of a Director by vote of the Association, shall be filled by a vote of the Majority of the remaining Directors, even though less than a quorum, at any meeting of the Board of Directors. Each Person so selected shall serve the unexpired portion of the term.

B. Meetings.

Section 8. Organization Meetings. The first meeting of the members of the Board of Directors each year shall be held within ten (10) days following each annual meeting of the membership at such time and place as shall be fixed by the Board.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a Majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the regular schedule shall constitute sufficient notice of such meetings.

Section 10. Special Meetings. Special meetings of the Board of Directors shall be held when requested by the President, Vice President or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Director or to a Person at the Director's home or office who would reasonably be expected to communicate such notice promptly to the Director; (d) by telegram, charges prepaid; (e) by fax as long as confirmation of the fax transmission is received or (f) by email. All such notices shall be given or sent to the Director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph company shall be given at least forty-eight (48) hours before the time set for the meeting.

Section 11. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 12. Quorum of Board of Directors. At all meetings of the Board of Directors, a Majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a Majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a Majority of the required quorum for that meeting. If any meeting cannot be held because a quorum is not present, a Majority of the Directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time that the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 13. Compensation. No Director shall receive any compensation from the Association for acting as such unless approved by a Majority of the Class "A" members, however a Director can be reimbursed for expenses incurred on behalf of the Association.

Section 14. Open Meetings. All meetings of the Board shall be open to all members, but members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by the Board.

Section 15. Executive Session. The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, contract negotiations, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 16. Action Without a Formal Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors. Such consent may be executed by multiple counterpart, fax signatures or email.

Section 17. Meeting by Telephone. The Board of Directors may hold a meeting by telephone conference-call procedures in which all persons participating in the meeting can hear each other. The notice of a meeting by telephone conference must state the fact that the meeting will be held by telephone as well as all other matters required to be included in the notice. Participation of a person in a conference-call meeting constitutes presence of that person at the meeting.

C. Powers and Duties.

Section 18. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Certificate of Formation, or these By-Laws directed to be done and exercised exclusively by the members. In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

(a) preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the common expenses, which annual budget shall take into account the assessments against the Lots and the Commercial Units;

(b) making assessments to defray the common expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment;

(c) providing for the operation, care, upkeep, and maintenance of all areas which are the maintenance responsibility of the Association;

(d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;

(f) making and amending use restrictions and rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(i) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(j) paying the cost of all services rendered to the Association or its members which are not directly chargeable to Owners;

(k) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specifying the maintenance and repair expenses and any other expenses incurred; and

(l) contracting with any Person for the performance of various duties and functions. The Board shall have the power to enter into common management agreements with trusts, condominiums, or other associations. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity.

Section 19. Management Agent. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Declarant or an affiliate of the Declarant may be employed as managing agent or manager. The term of any management agreement shall not exceed one (1) year and shall be subject to termination by either party without cause and without penalty, upon ninety (90) days' written notice.

Section 20. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the Common Areas and facilities without the approval of the

members of the Association; provided, however, the Board shall obtain membership approval in the same manner as for special assessments, in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed Ten Thousand Dollars (\$10,000.00) outstanding debt at any one time per each one hundred (100) Lots and/or Commercial Units in the Association at any given time.

Section 21. Fining Procedure. The Board shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

- (i) the alleged violation;
- (ii) the action required to abate the violation; and

(iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a fine, if the violation is not continuing. The Board or its designee may demand immediate abatement in such circumstances which, in the Board's determination, pose a danger to safety or property.

(b) Notice. Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board may, upon notice, impose a fine. The notice shall state:

- (i) the nature of the alleged violation;
- (ii) that the alleged violator may, within ten (10) days from the date of the notice, request a hearing regarding the fine;
- (iii) that any statements, evidence, and witnesses may be produced by the alleged violator at the hearing; and
- (iv) that all rights to have the fine reconsidered are waived if a hearing is not requested within ten (10) days of the date of the notice.

(c) Hearing. If a hearing is requested, it shall be held before the Board in executive session, and the alleged violator shall be given a reasonable opportunity

to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing.

Article IV.
Officers

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. Any two or more offices may be held by the same Person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board of Directors.

Section 2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the members. A vacancy in any office arising because of death, resignation, removal, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby.

Section 4. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Texas Business Organization Code.

Section 5. Vice President. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct and shall, in general, perform or cause to be performed all duties incident to the office of the secretary of a corporation organized in accordance with Texas law.

Section 7. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Directors.

Section 8. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Article V.
Committees

Section 1. General. Committees to perform such tasks and to serve for such periods as may be designated by the Board are hereby authorized. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Article VI.
Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be determined by resolution of the Board. In the absence of such a resolution, the fiscal year shall be the calendar year.

Section 2. Parliamentary Rules. Roberts Rules of Order (current edition) shall govern the conduct of all Association proceedings, when not in conflict with Texas law, the Certificate of Formation, the Declaration, these By-Laws, or a ruling made by the Person presiding over the proceeding.

Section 3. Conflicts. If there are conflicts or inconsistencies between the provisions of Texas law, the Certificate of Formation, the Declaration, and these By-Laws, the provisions of Texas law, the Declaration, the Certificate of Formation, and the By-Laws (in that order) shall prevail.

Section 4. Amendment. The provisions of the Declaration applicable to amendment of that instrument shall apply to any amendment to these By-Laws. In addition, these Bylaws may be amended by the Board of Directors.

Article VII.
Indemnification

Section 1. When Indemnification is Required, Permitted and Prohibited.

(a) The Association shall indemnify a director, officer, committee member, employee, or agent of the Association who was, is, or may be named defendant or respondent in any proceeding as a result of his or her actions or omissions within the scope of his or her official capacity in the Association. For the purposes of this article, an agent includes one who is or was serving at the request of the Association as a director, officer, partner, venturer, proprietor, trustee, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise. However, the Association shall indemnify a person only if he or she acted in good faith and reasonably believed that the conduct was in the Association's best interests. In a case of a criminal proceeding, the person may be indemnified only if he or she had no reasonable cause to believe that the conduct was unlawful. The Association shall not indemnify a person who is found liable to the Association or is

found liable to another on the basis of improperly receiving a personal benefit. A person is conclusively considered to have been found liable in relation to any claim, issue, or matter if the person has been adjudged liable by a court of competent jurisdiction and all appeals have been exhausted.

(b) The termination of a proceeding by judgment, order, settlement, conviction or on a plea of nolo contendere or its equivalent does not necessarily preclude indemnification by the corporation.

(c) The Association shall pay or reimburse expenses incurred by a director, officer, member, committee member, employee, or agent of the Association in connection with the person's appearance as a witness or other participation in a proceeding involving or affecting the Association when the person is not a named defendant or respondent in the proceeding.

(d) In addition to the situations otherwise described in this paragraph, the Association may indemnify a director, officer, member, committee member, employee, or agent of the Association to the extent permitted by law. However, the Association shall not indemnify any person in any situation in which indemnification is prohibited by the terms of Section 1(a) above.

(e) Before the final disposition of a proceeding, the Association may pay indemnification expenses permitted by the bylaws and authorized by the Association. However, the Association shall not pay indemnification expenses to a person before the final disposition of a proceeding if: the person is a named defendant or respondent in a proceeding brought by the Association or one or more members or the person is alleged to have improperly received a personal benefit or committed other willful or intentional misconduct.

(f) If the Association may indemnify a person under the bylaws, the person may be indemnified against judgments, penalties, including excise and similar taxes, fines, settlements, and reasonable expenses (including attorney's fees) actually incurred in connection with the proceeding. However, if the proceeding was brought by or on behalf of the Association, the indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding.

Section 2. Procedure Relating to Indemnification Payments.

(a) Before the Association may pay any indemnification expenses (including attorney's fees), the Association shall specifically determine that indemnification is permissible, authorize indemnification, and determine that expenses to be reimbursed are reasonable, except as provided in Section 2(c) below. The Association may make these determinations and decisions by any one of the following procedures:

(i) Majority vote of a quorum consisting of directors who, at the time of the vote, are not named defendants or respondents in the proceeding.

(ii) If such a quorum cannot be obtained, by a majority vote of a committee of the Board of Directors, designated to act in the matter by a majority vote of all directors, consisting solely of two or more directors who at the time of the vote are not named defendants or respondents in the proceeding.

(iii) Determination by special legal counsel selected by the Board of Directors by vote as provided in Section 2(a)(i) or 2(a)(ii) or if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors.

(iv) Majority vote of members at a meeting at which a quorum is present, excluding directors who are named defendants or respondents in the proceeding.

(b) The Association shall authorize indemnification and determine that expenses to be reimbursed are reasonable in the same manner that it determines whether indemnification is permissible. If the determination that indemnification is permissible is made by special legal counsel, authorization of indemnification and determination of reasonableness of expenses shall be made in the manner specified by Section 2(a)(iii) above, governing the selection of special legal counsel. A provision contained in the articles of incorporation, the bylaws, or a resolution of members or the Board of Directors that requires the indemnification permitted by Section 1, above, constitutes sufficient authorization of indemnification even though the provision may not have been adopted or authorized in the same manner as the determination that indemnification is permissible.

(c) The Association shall pay indemnification expenses before final disposition of a proceeding only after the Association determines that the facts then known would not preclude indemnification and the Association receives a written affirmation and undertaking from the person to be indemnified. The determination that the facts then known to those making the determination would not preclude indemnification and authorization of payment shall be made in the same manner as a determination that indemnification is permissible under Section 2(a) above. The person's written affirmation shall state that he or she has met the standard of conduct necessary for indemnification under the bylaws. The written undertaking shall provide for repayment of the amount paid or reimbursed by the Association if it is ultimately determined that the person has not met the requirements for indemnification. The undertaking shall be an unlimited general obligation of the

person, but it need not be secured and it may be accepted without reference to financial ability to make repayment.

(d) Any indemnification or advance of expenses shall be reported in writing to the members of the Association. The report shall be made with or before the notice or waiver of notice of the next membership meeting, or with or before the next submission to members of a consent to action without a meeting. In any case, the report shall be sent within the 12-month period immediately following the date of the indemnification or advance.


Secretary of Association

Effective Date: 10-5-2009

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 blackouts, additions and changes were present at the time the Instrument was filed and recorded.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

OCT - 5 2009




COUNTY CLERK
HARRIS COUNTY, TEXAS