

# MEADOW OAKS TOWNHOUSE ASSOCIATION, INC.

## Rules and Regulations

### **INTRODUCTION**

Building and maintaining a community is an exciting and rewarding activity. It is an undertaking requiring the contributions of people and organizations. These Rules ensure excellence by establishing standards for remodeling and maintenance of existing residences and construction of new ancillary structures.

Meadow Oaks Townhouse Association, Inc. (“Association”) is an organization that performs functions that benefit the entire Meadow Oaks Townhouse Association community. Every Lot within Meadow Oaks must conform to the requirements set forth in the Meadow Oaks Townhouse Association Declaration. Whenever possible, the Association communicates with the Lot Owners and works cooperatively to meet the community's mutual needs. All residents, whether Owners or Lessees or others, must submit their Architectural plans to the Meadow Oaks Architectural Committee.

The Meadow Oaks Board of Directors and the Architectural Committee that the Board appoints are responsible for the harmonious development of the entire community. This committee is charged with reviewing all proposed changes within the Meadow Oaks area, as set forth in Meadow Oaks Townhouse Association Declaration of Covenants, Conditions and Restrictions (“Declaration”).

These Rules while providing for consistency and harmony architecturally, also allow for creativity and individuality to be expressed. We ask your assistance and cooperation in following these Rules to make Meadow Oaks a lastingly beautiful community. These Rules are effective as of November 23, 2024.

*Any change that will affect the present look of the exterior of a home or lot will need ACC approval/ whether or not it is mentioned in the following paragraphs.*

In addition to the Architectural Rules set out below, there are a number of other Rules and Regulations regarding rental of Units, Homeowner Insurance, Emergencies, Grievances, Enforcement Procedures, etc. These Rules and Regulations are created to assist the Board of Directors in carrying out their governance obligations and to provide the Members with clear guidelines regarding Member rights and remedies.

The terms “Common Area,” “Lot,” “Lots,” “Member,” “Owner,” and “Property,” “Unit,” and other terms shall have the same meaning as set forth in the Association's Declaration and Bylaws and all amendments thereto, which documents are incorporated by reference herein, as if set forth verbatim, and made a part hereof.

Words importing the singular number also include the plural, and vice versa, and words importing the masculine gender include the feminine gender or neuter, and vice versa, and words importing persons include firms and corporations, and vice versa, where the context so requires.

*In the event that a Member disagrees with a recommendation of an Association Committee, the Member must submit his/her complaint as follows: All complaints must be in writing, and submitted to the Secretary of the Board, Meadow Oaks Townhouse Association, Inc., 1800 Eastwood Court, Grand Prairie, Texas 75050, or delivered by e-mail to the secretary. No other form of communication will be accepted to file a complaint.*

*No verbal complaints will be accepted, investigated, or otherwise acted upon. No complaints submitted to any other Board member or to any other address will be accepted, investigated, or otherwise acted upon.*

*No Board member has authority to render any decision on any complaints except as set forth in these Rules.*

## **OVERVIEW**

The Meadow Oaks Declaration provides for the creation of an Architectural Control Committee, which must approve all construction or modifications to existing construction on any house or lot.

The Architectural Control Committee consists of up to three (3) current homeowners. All applications must be submitted to the Committee in writing, and will be reviewed within ten (10) days of submittal. Applications may be submitted to the Committee by U.S. mail or e-mail to the Secretary of the Association.

The design Rules and Regulations are to promote qualities which will enhance the value of individual properties and promote attractiveness and functional utility. Designs must be compatible with design characteristics of adjoining properties and the neighborhood.

Applicants must also comply with all County, State, and other agency regulations. Homeowners are alerted that appropriate building permits must be obtained from proper governmental agencies when required.

Most design changes, additions or modifications must be approved by the Committee. Exemptions to such approval are on Page 5 of these Rules and Regulations. Prohibited uses appear in the Declarations, Bylaws, and these Rules and Regulations.

All exterior additions or alterations must be compatible with design and character of the original structure. There are specific criteria for various items.

All portions of home sites not covered by driveway, patios, or sidewalks shall be landscaped and carefully maintained. All Lots must be kept free from plants infected with noxious insects or plant diseases that in the opinion of the Architectural Control Committee are likely to spread to other property, and all lots shall be kept free from weeds. *If drought resistant landscaping (xeriscaping) is desired, a minimum of 50% of the square footage of the front yard must be planted in organic living material.* Additional details begin on page 12 of these Rules and Regulations.

Other miscellaneous design criteria for lighting, play equipment, basketball backboards, retaining walls, grading, etc. appear within these Rules and Regulations.

## **USE OF RULES AND REGULATIONS**

The requirements, objectives, standards, and procedures contained in these Rules and Regulations are intended to establish and maintain a harmonious community image for the Association. Through these Rules and Regulations and the design review process, a consensus is achieved between individual aesthetic judgment and the broader interests of community standards.

The Rules and Regulations supplement the Declaration and Bylaws, the legal documents accepted by every homeowner when title to the property is taken. The Declaration and Bylaws establish the Architectural Control Committee and require the Committee's written approval before any change to a site or building exterior of a residential property is made. As stated in the Declaration: “[n]o building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications... shall have been submitted to and approved in writing...by the Board of Directors of the Association or by an architectural committee...appointed by the Board.” [Article VII, Declarations].

Simply stated, no new construction or modification to existing construction (remodeling) is to occur on any lot or exterior of any home without the prior approval of the Committee.

The Committee's responsibility is to ensure that the harmonious, high-quality image of the Association is implemented and maintained. The Board of Directors, however, reserves the right to overrule any decision of the Committee.

*In the event that a Member disagrees with a recommendation of the Architectural Committee, the Member must submit his/her complaint as follows: All complaints must be submitted to the Secretary of the Board, Meadow Oaks Townhouse Association, Inc., 1800 Eastwood Court, Grand Prairie, Texas 75050, or by e-mail to the Secretary.*

*Notice of a complaint concerning the Architectural Control Committee must also be in writing and submitted to the Architectural Control Committee, 1800 Eastwood Court, Grand Prairie, Texas 75050, or by e-mail to the Secretary.*

*No verbal complaints will be accepted, investigated, or otherwise acted upon. No complaints submitted to any other Board member or to any other address will be accepted, investigated, or otherwise acted upon.*

*No Board member has authority to render any decision on any complaints except as set forth in these Rules.*

## **DESIGN REVIEW PROCEDURES**

In order to obtain Architectural Control Committee (“Committee” or “ACC”) review of the proposed site or building exterior construction, the homeowner or a representative (“Applicant”) initiates the review process by submitting an application

to the Committee by delivering the application to the Association's Secretary.

If a Homeowner plans to extend their fence, they will need to provide a copy of their original survey to the Board.

The Committee will render a response and recommendation on an application to the Board of Directors within ten (10) days from the date of submittal. The Board will render a decision within seven (7) days from its receipt of the ACC's report and recommendation. The application form is available from the Association Secretary. One copy, with comments, will be returned to the Applicant, and one copy will be retained by the Association's Secretary. If approved, there will be a notation that the application is approved" on the face of the application. The applicant will be required to post the approved application in a window visible from the street during the renovation or improvement period.

The Applicant starts the formal review process by submitting the following required information:

- Project Data;
- Name of Applicant/Homeowner, as applicable;
- Address and Phone Number of Applicant;
- Description of proposed construction;
- Construction schedule - start and completion;
- Paint projects must be completed within thirty (30) days of projected start date;
- Projects must begin within thirty (30) days of the start date and must have a completion date or be resubmitted for approval;
- A landscape plan showing proposed plantings, including sizes, species, numbers, mulch materials, landscape features, description of irrigation system, etc.; and
- A Site Plan drawn accurately to scale, showing the location and extent of:
  - Lot lines;
  - Location of house;
  - Layout of proposed construction, including dimensions, as appropriate;
  - Details describing the construction/remodeling, including (as applicable): color, materials, size, etc. Color and material samples shall also be supplied;
  - Building Elevations (if applicable).

The Committee will meet to consider the application, and will render a decision by voting. An affirmative vote of a majority of the Committee constitutes approval.

Within fifteen (15) days of completion of approved construction, the Applicant shall notify the Committee through the Association Secretary. The Committee then has up to fifteen (15) days to inspect the work. If the work is not done according to the approved application, the Committee has the authority to require the Applicant to remedy the defect within forty-five (45) days or be subject to action by the Committee to remove any unapproved construction and/or may include a fine assessed by the Committee.

Enforcement of these Architectural Control Rules and Regulations is pursuant to the terms and provisions of the enforcement of the Declarations and Bylaws governing the Association and in accordance with the requirements as set forth in detail in the Texas Property Code.

### ***ARCHITECTURAL CONTROL COMMITTEE***

The purpose of the Architectural Control Committee (“ACC” or “Committee”) is to ensure consistent application of these Rules and Regulations. If there is no active Architectural Control Committee, then the board will be the governing body ensuring that the Rules and Regulations are followed. These Rules and Regulations are designed to promote those qualities in Meadow Oaks that will bring value to individual properties and will promote the attractiveness and functional utility of the community. These qualities include a harmonious relationship between structures, vegetation, topography, and overall design of the community.

The Rules and Regulations set forth very specific criteria related to building, construction and site development. These criteria are directed toward ensuring that the Owners and residents adhere to the following general principles.

### ***GENERAL PRINCIPLES***

**Validity of Concept** - The basic idea of the proposed construction must be sound and appropriate to the surroundings.

**Landscape and Environment** - The proposed construction must not unnecessarily destroy or blight the natural or manmade environment of the Meadow Oaks Townhouse Association.

**Relationship of Structures and Site** - Treatment of the site must relate harmoniously to adjacent sites and structures that have a visual relationship to the proposed construction.

**Protection of Neighbors** - Interests of neighboring properties must be protected by making reasonable provisions for such matters as access, surface water drainage, sound and sight buffers, preservation of use, light and air, and other aspects of design which may have a substantial effect on neighboring properties.

**Design Compatibility** - The proposed construction must be compatible with design characteristics of the property, adjoining properties, and the neighborhood setting. Compatibility is defined as harmony and style, scale, materials, color, and construction details.

**Workmanship** - The quality of workmanship evident in construction must be equal to or better than that of the surrounding properties. In addition to being visually objectionable and making an unflattering statement about the homeowner, as the homeowner, poor construction practices cause functional problems and even create safety hazards. The Committee and the Association assume no responsibility for the safety of new construction by virtue of design or workmanship.

**Timing** - Projects that remain uncompleted for long periods of time are visually objectionable and can be a nuisance and safety hazard for neighbors in the community. All applications must include a proposed maximum time period from start to completion of construction (see, Design Review Procedures, beginning on page 3). If the proposed time period is considered unreasonable, the Committee may disapprove the application. If projects are not completed

within the approved time schedule, the Committee has the authority to require the applicant to complete the unfinished construction within 45 days or be subject to action by the Committee to remove the incomplete construction.

### ***DESIGN RULES AND REGULATIONS***

**Exemptions** - The following types of changes, additions, or alterations do not require the approval of the Architectural Control Committee. Although exempted, all work must proceed in accordance with all state and local building codes and other construction requirements.

- Addition of plants to a property in accordance with a previously approved landscape plan;
- Modifications to the interior of a residence when those modifications do not materially affect the outside appearance or the structure;
- Repairs to a structure in accordance with previously approved plans and specifications;
- Holiday decorations, if complied with the Rules and Regulations on page 7;
- Real estate “for sale” or other signs that are not larger than six (6) square feet and where no more than one (1) sign is placed on any given lot. Refer to the section on Signage for other details.

**Outdoor Storage** - Storage of trash, building materials, equipment, garden supplies, etc. in unscreened areas on a residential site are prohibited. (Refer to the section on screening for further detail.)

### ***GENERAL***

- **ADDRESS NUMBER**

Committee approval is not required if letter or number size is no larger than six (6") inches in height. Total sign size cannot be larger than 8" in height and/or 18" in width. Illuminated address signs must be approved.

- **COMMERCIAL USAGE (HOME BUSINESS)**

Lots shall be used for residential purposes only, and shall not be used at any time for business, commercial or professional purposes; provided, however, that an Owner shall be entitled to conduct business activities from within their lot, subject to the following restrictions:

- The activity is conducted by the owner or occupant and is carried out entirely within a single residence, including the garage and enclosed patio areas;
- There shall be no separate access or entrance to such business or activity;
- There is no sign or advertising of the activity anywhere visible from outside the property;
- There is no odor, noise, vibration, smoke, dust, heat or glare noticeable outside the residence, even when doors and windows are open;
- The activity is clearly secondary to the use of the residence as a residential dwelling unit and does not change the character or appearance of the residence as a residential property;
- The business activity conforms to all zoning requirements for this community;
- The activity does not significantly\*increase traffic within the properties.

[In the event of conflict, the definition of the word “significantly” rests solely within the discretion of the Board.]; and

- Conforms to all federal, state, county, city, and other local laws and ordinances.

- **GARAGE SALES**

Occasional garage sales are limited to not more than **two** garage sales per household a year **for not more than three (3) days each**. Please remember - *Signs placed in the common area must comply with the rules and regulations set forth below in the section “Signs.” All garage sales must also comply with all Federal, state, county, city, and other local laws and ordinances.*

- **GENERAL NUISANCE - NOXIOUS OR OFFENSIVE ACTIVITY**

Uses or activities that constitute an annoyance or nuisance to the neighborhood are prohibited at Meadow Oaks Townhouse Association, including those which would detract from residential value, and from overall enjoyment and quality of the neighborhood;

Uses or activities that are defined as noxious or offensive include, for example, **but are not limited to:**

- Parking vehicles on lawns;
- Interior or exterior sound systems that create noise heard beyond the property lines, noise, annoyances such as barking dogs, playing a loud musical instrument, loud engines, sound amplification equipment, external speakers, bells, horns, whistles, and similar devices, excluding security devices (when functioning properly), electronic insect traps (that cause discomfort to adjacent homeowners or residents as a result of the noise from the trap) are prohibited;
- Grease or oil on the streets from vehicles; and
- Unofficial survey markings are generally considered nuisances.

In the event of conflict, the definition of what constitutes a violation of this section rests solely within the discretion of the Board.

- **HAZARDOUS WASTE/TOXIC MATERIALS DISPOSAL**

The dumping or disposal of oil, grease, or any other chemical, residual substances, or any substances or particles considered toxic or hazardous by state and federal guidelines, is not permitted on any lot or in the common area of the Association or on any public street within the boundaries of the Association. All disposal of toxic or hazardous waste materials must conform to the state and federal laws and city and county ordinances. Further, all pet waste must be picked up immediately after your pet makes waste.

- **HOLIDAY DECORATIONS**

The Board has the sole discretion to determine what items qualify as “seasonal religious holiday decorations” and may impose time limits and other restrictions on the display of such decorations. Seasonal religious holiday decorations must comply with all other provisions of

the Declaration, but are not subject to the section entitled “Religious Displays” set forth hereinbelow.

Decorations for other recognized holidays may be displayed 30 days prior than and up to two weeks after the applicable holiday.

Lighted holiday decorations are only permitted for the winter holidays and shall not be permitted at any times other than from October 15th through January 31st of the following year.

- **PARKED VEHICLES**

Only motor vehicles shall be parked in the street, driveway, or in the garage areas on private property within the Property. No more than two (2) motor vehicles may be parked in the driveway. No vehicle shall be parked in such a way as to block or hinder the ingress or egress to other homeowners' properties or to the common areas.

All other vehicles, such as recreational vehicles (RV's), boats, campers, hauling trucks, trailers, etc., shall be kept in the garage.

In no case should these vehicles be parked in public view except while being actively loaded or unloaded, and in no event may such vehicles be parked for longer than seventy-two (72) hours.

No vehicles of any kind shall be repaired, rebuilt, restocked, cleaned, etc., except in the garage or on the driveway. If conducted on the driveway, this kind of activity shall continue for no longer than a seventy-two (72) hour period. Any resulting unsightly or unsafe condition must be removed within seventy-two (72) hours of occurrence. Fluids or materials obtained from vehicle during repair, maintenance or cleaning shall be collected and disposed or maintained in accordance with all Local, Federal, and State laws.

No unlicensed vehicle, including, but not limited to motorized bicycles, mini-bikes, go-carts, scooters, etc., may be operated within our Association.

All vehicles must display current licenses and other required registration. They must comply with all applicable state, county, and city laws and ordinances, and must be maintained in proper operating condition so as not to be a hazard or nuisance due to noise, exhaust emissions, fluid leakage, or flat tires.

- **PARTIES**

Large parties in the common area may be allowed on a regulated basis only. Written notice must be given to the Board not less than ten (10) days before the party is to occur and the party must be over no later than twelve o'clock a.m. (midnight) on the date that it takes place. Failure to give the required 10-day notice will result in a fine to be determined by the Board. [In the event of conflict, the definition of the word “large” rests solely within the discretion of the Board.]

The Owner who is granted permission to have the party will be responsible and liable for the behavior of his/her guest(s) and for cleaning up the property after the party; in the event that it is an Owner's resident, occupant, or tenant who is granted permission to have the party, the Owner and the resident, occupant, or tenant, will be responsible and liable for the behavior of the party participant(s) and for the cleanup after the party. This includes the pool area,

courtyard, parking lot, and other adjacent areas. Owners, residents, occupants, or tenants who do not clean up the grounds after a party will be charged accordingly for porter services.

Underage drinking is prohibited. Remember that the legal drinking age in Texas is Twenty-one (21) years of age and anyone responsible for contributing alcohol to minors is subject to arrest by the police. Also, permitting anyone to become legally intoxicated, as that is defined by Texas statutes, is prohibited.

- **PETS, BIRDS and ANIMALS**

Dogs, cats, or other household pets may be kept or maintained; provided that they are not kept, bred or maintained for commercial purposes and do not create a nuisance or annoyance to surrounding lots or the neighborhood and are in compliance with applicable city, state and county ordinances. Actions which may constitute a nuisance include, but are not limited to, barking, scratching, and acting in an aggressive nature or being offensive due to poor hygiene.

**In no case will there be more than a total of two (2) domesticated animals in one**

**household.** The exception to the numbers permitted will be litters born to existing pets. Offspring must be placed out of the household within twelve (12) weeks of birth. No animals other than household pets may be bred, raised or kept on any lot. No livestock, poultry, farm animals, exotic animals, etc. are allowed.

Only if a “reasonable number” of other “pets” (rodents, birds, reptiles, fish, etc.) may be kept within a lot or household, as determined on a case-by-case basis by the Board, depending on the pet type and circumstances. Poisonous reptiles, amphibians, and insects are prohibited.

After a written complaint has been filed with the Association Board, the definition of what constitutes a “pet” and “reasonable number” rests exclusively with the discretion of the Association's Board.

Owners, residents, occupants, tenants, guests, or invitees must confine their animals to their Lots by fence, kennel, or other method that complies with humane and Architectural Committee rules.

Owners, residents, occupants, tenants, guests, or invitees must have pets leashed and in control at all times when the animals are off the Owner's Lot but still on the Property.

Owners, residents, occupants, tenants, guests, or invitees are responsible for the cleanup and proper disposal of pet wastes deposited in the common areas, property of other Association residents, and their own yards. Owners, residents, occupants, tenants, guests, or invitees who do not promptly remove the litter deposited by their animals will be reported to the Grand Prairie Animal Services and a fine will be levied against the Owner for each occurrence. Owners will be responsible for any and all costs incurred in the repair of damage to the common areas as well as the property of other Association residents caused by their pet(s).

Individual residents may report leash law violations as well as other noxious pet behavior (e.g., barking) to the Grand Prairie County Animal Control or Grand Prairie Animal Services (972) 237-8575. Animal Control and Animal Services have been requested to enforce all applicable portions of the state, county, and city laws with regard to all animals within the Association. If the animal is impounded by the City of Grand Prairie officials, the Owner shall

be liable for any fees or costs that the agency may charge the Association.

All pets must have appropriate shots, licenses, and tags as required by state, county, and city laws and ordinances.

Pets may not be chained or confined in any common area. No kennels for breeding are allowed within the Association.

All dogs and cats residing within the city limits must be microchipped. This is a Mandatory Microchipping Ordinance with the City of Grand Prairie.

Regarding birdhouses and birdfeeders: Committee approval is not required if limited to one birdhouse/feeder 1 foot by 2 feet in size for backyard installation. A birdhouse or birdfeeder that is mounted on a pole may only be installed in the backyard and may not exceed 8 feet in height.

Owners are responsible for their residents, occupants, tenants, invitees, and guests, for the invitees and guests of their residents or occupants, and for the invitees, guests, residents, or occupants of their tenants. The Owner shall be liable for any violation of these rules, whether by the Owner, by the Owner's residents, occupants, tenants, invitees, or guests, by the invitees and guests of their residents or occupants, or by the invitees, guests, residents and occupants of their tenants.

- **RELIGIOUS DISPLAYS**

State statute allows Owners to display certain religious items on the Owner's property, and further allows the Association to impose certain limitations on such displays. This Article outlines the limitations on religious displays on an Owner's property, notwithstanding any other language in the Declaration to the contrary, residents may display on the entry door or doorframe of the resident's home one or more religious items. Allowed religious displays are limited to displays motivated by the resident's sincere religious belief.

No religious item(s) displayed on an Owner's property may:

- (a) threaten the public health or safety;
- (b) violate a law;
- (c) contain language, graphics, or any display that is patently offensive to a passerby;
- (d) be installed on property:
  - owned or maintained by the Meadow Oaks Townhouse Association; or
  - owned in common by members of the property owner's association
- (e) violate any applicable building line, right-of-way, easement or setback; or be attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.

This Article will not be interpreted to apply to otherwise-permitted temporary seasonal religious holiday decorations such as Christmas lighting or wreaths. The Board has the sole discretion to determine what items qualify as "seasonal religious holiday decorations" and may impose time limits and other restrictions on the display of such decorations. Seasonal religious holiday decorations must comply with all other provisions of the Declaration, but are not subject to this Article.

Non-religious displays in the entry area to an Owner's residence and all displays (religious or otherwise) outside of the entry area to an Owner's residence are governed by the provisions of the Declaration, Bylaws, and these Rules and Regulations.

- **SIGNS**

Signs may not be attached or placed on Association common areas or fences, except as indicated below. Signs that are in violation of these provisions will be removed and disposed of by Association personnel without notice.

No illuminated sign of any kind will be permitted within the boundaries of the Association.

No non-illuminated sign that is larger than two (2) square feet may be displayed to the public view on any lot.

The exception to the two square feet rule is for temporary real estate type "For Sale/For Lease" signs not more than six (6) square feet in area advertising the property for sale or lease. Only one (1) temporary real estate sign will be permitted per lot. All signs advertising the property for sale or lease must be removed within three (3) days from the date of closure of any agreement for sale or lease.

Real estate open house directional signs and garage sale signs can be placed on the common area of the Association from 7:00 A.M. on Friday until 9:00 P.M. on the immediately following Sunday. Any signs placed on the common area in violation of the above stated time period may be removed and disposed of by the Association or any member of the Association.

**It is the Owner's responsibility to notify their Realtor of this rule.**

Home security signs may be placed no farther than sixty (60) inches from the Unit, and limited to one (1) in front and one (1) in back of the Unit. Security signs may not exceed sixty-four (64) square inches and no more than two (2) may be located on one Lot.

Signs advertising sales or services are expressly prohibited except when the service activity is visibly in progress, such as painting, roofing, landscaping, remodeling, etc. Such signs may not be any larger than two (2) feet by three (3) feet. Signs may only be displayed during the duration of the service or activity or two (2) weeks, whichever is less.

Political signs are permitted on individual Lots forty-five (45) days before and seven

(7) days after an election or primary and are limited to one political sign per political office or ballot issue that is contested in a pending election or primary. Each sign shall not exceed six (6) square feet. No political signs are allowed on the Common Areas.

Signs or notices of any kind are prohibited on mailboxes by the U.S. Postal Service.

- **STORAGE ON THE COMMON AREA AND RESIDENTIAL LOTS**

Storage of firewood, trash containers, barbecue grills, lawn mowers, or other personal property on the Common Area is prohibited.

Storage of firewood, trash containers, lawn mowers, and other personal property in unscreened areas on a Lot is prohibited.

- **RECYCLE**

- All recycle and trash must be secured in recycle bin to protect against

potentially dangerous weather.

- **TRASH**

Trash, garbage, and other refuse are picked up as scheduled by the City of Grand Prairie.

Large brush pickup is scheduled by the City of Grand Prairie. Large brush pickup includes tree limbs, brush, and other plant material that is not eligible or practical to be picked up. Large brush pickup is on a rotation schedule, which may be obtained from the City of Grand Prairie.

**The City of Grand Prairie Ordinances require that trash, garbage, and other refuse shall not be placed at the curb for collection prior to 8:00 P.M. on the day prior to collection. The homeowners are required to keep apprised of the City's ordinances and to conform to those laws.**

Empty cardboard boxes should be broken down and tied along with newspapers.

Large and bulky items such as furniture, car parts, appliances, etc., may require special arrangements between the resident and the disposal company. If such arrangements are necessary, the resident shall contact the disposal company directly to make them. The City of Grand Prairie provides for pickup of bulky items, which the City defines to only include old or unwanted appliances and furniture such as washers, refrigerators, sofas and chairs. Such items as carpet, fencing, and building materials defined by the City as construction and demolition wastes and the Owner must take these to the City's landfill or make arrangements with a disposal company to take the materials to the City's landfill.

Large trash dumpsters used for remodeling are allowed for sixty (60) days from the inception of the remodeling and shall be placed on the driveway of the Lot. If it is necessary to exceed 60 days, Board Approval is necessary.

Large, bulky items and large brush materials shall not be placed at the curb for collection more than seven (7) days before the collection date. Such items must be stacked neatly and kept out of sight of the public thoroughfares and common areas until they can be set out for collection.

## **EXTERIOR MAINTENANCE**

- **EXTERIOR PAINTING**

The Units are painted every seven (7) years, or at the Board's discretion. Colors are chosen by the Members by vote at a Special Meeting of the Members held for this purpose.

- **LANDSCAPING**

**ACC approval is required for modifications.**

All portions of home sites not covered by driveway, patios, and sidewalks shall be landscaped. All Lots must be kept free from plants infected with noxious insects or plant diseases that in the opinion of the Architectural Control Committee are likely to spread to other property, and all Lots shall be kept free from weeds. If drought resistant landscaping

(xeriscaping) is desired a minimum of fifty percent (50%) of the square footage of the front yard must be planted in organic living material. (Unless otherwise approved in writing by the ACC).

Owners shall keep all shrubs, trees, hedges, grass, and plantings of every kind neatly trimmed and in a healthy state. Owners shall not allow weeds, dead bushes, or plants, including branches, to accumulate on their Lot, including front, side, and back yards.

No trash or unsightly objects may be placed in yards. In case of a dispute, an object may be determined to be “unsightly” by the Association Board. No vines may be grown on the sides of any home.

**Grass** - All areas with turf must be kept watered, edged, and mowed, except for flower gardens, plants, shrubs, and trees which will be neatly maintained, which includes not allowing plants, shrubs, trees, or vines to overhang an adjoining lot so as to cause damage to the buildings or fences on the lot or to overhang a common area so as to block or impede the way. The sidewalks must be swept and maintained free of grass and weeds. All areas with grass, including front and rear yards, must be maintained at a height not to exceed four (4") inches, and hedges should remain below the roofline.

**Shrubs and flowers** - All shrubs and flowers must be pruned and their beds edged and maintained weed free on an as needed basis to maintain the appearance of the shrubs and flowerbeds. All cuttings or plant droppings must be raked up at least once per week.

**Mulch** may be small rocks, bark, wood chips, or other recognized “mulching materials.”

**Trees** - All trees planted on individual lots will be the responsibility of those Owners. Pruning, edging, and mulching of trees must be done on an as needed basis by Owner.

No tires are permitted around any trees or shrubs.

Trees that are planted by the Owner must be of a variety that has roots that will grow down into the ground and not spread on top of the surface of the ground.

Pursuant to Texas law, cleanup of leaves and tree debris from one Owner's tree that blows onto the Lot of another is the responsibility of the Owner into whose Lot the leaves are blown; it is not the responsibility of the Owner of the tree. Any neighbor who dumps tree debris in another neighbor's yard shall be subject to the fine schedule.

**Weeds, vines, and tree suckers/sprouts** – Weeds, vines, and tree suckers or sprouts in both front and rear yards must be controlled. Weeds that grow to a “noticeable” or “unsightly” status will cause a request from the Association to correct the situation. In case of a dispute, the words “noticeable” or “unsightly” will be defined by the Association Board of Directors.

**Irrigation Systems and drought-resistant landscaping** - The Owner must submit a detailed description or a plan for the installation of drought-resistant landscaping or water-conserving natural turf for review and approval by the ACC to ensure, to the extent practicable, maximum aesthetic compatibility with other landscaping in the subdivision.

- **MAINTENANCE**

All landscaping shall be maintained in a neat and attractive condition. Minimum maintenance requirements include watering, mowing, edging, pruning, removal and replacement of dead or dying plants and trees, removal and/or killing of weeds and noxious grasses, minimum of once-a-week removal of dead or dying plants, trees, weeds, noxious grasses, and removal of trash.

All homeowners acknowledge their duty to allow the yard people to complete the yard without interruption. **WHEN THE LAWN CREW IS WORKING, HOMEOWNERS, TENANTS, OR GUEST MUST STAY A MINIMUM OF 30 FEET AWAY FROM THE WORKERS AND THEIR EQUIPMENT. THIS IS FOR THE SAFETY OF ALL PERSONS INVOLVED. ALSO, THE YARD CREW IS NOT TO BE STOPPED WHILE THEY ARE WORKING AT MEADOW OAKS. IF ANY ISSUES OR CONCERNS ARISE CONCERNING EITHER THE YARD CREW OR INDIVIDUAL HOME OWNER'S YARDS, HOME OWNERS SHOULD CONTACT THE MAINTENANCE CHAIRPERSON. ALL NECESSARY COMMUNICATIONS BETWEEN THE YARD MAINTENANCE TEAM AND TENANTS, HOMEOWNERS, AND GUESTS SHOULD BE MADE THROUGH THE YARD MAINTENANCE CHAIRMAN.**

- **PLANT MATERIAL**

Plants utilized in landscaping shall consist primarily of permanent, “long-lived” materials, excepting certain “short-lived” materials such as annual flowers. Certain materials considered to be nuisance plants are prohibited, including but not limited to Siberian elm, cotton-producing Cottonwood trees and Russian Olive trees.

- **RETAINING WALL**

Any retaining walls shall be approved by the ACC. The Applicant is encouraged to use materials that are compatible with the building construction. Retaining walls that divert water onto other Lots or the Common Areas or otherwise substantially alter existing drainage patterns are prohibited.

- **YARD GRADING**

Any change to yard grading shall be approved by the Committee. **NO NEW GRADINGS** shall divert water onto other Lots or the Common Areas or otherwise substantially alter existing drainage patterns.

- **SIDEWALKS/DRIVEWAYS/PAD**

Changes or additions in the form of concrete, asphalt or other similar substance must be approved.

- **VEGETABLE AND FLOWER GARDEN**

All gardens must be weeded, cared for, and carefully maintained. Vegetable gardens

must be located in the rear yard.

### **EXTERIOR MODIFICATIONS**

- ADDITIONS

**ACC approval is required.**

All additions to Units must be approved in advance by the ACC and must be compatible with the size and the scale of the existing Unit. The color, style, and construction materials must complement the existing Unit. ACC paperwork may be obtained by contacting the Association Secretary.

No building may be erected, altered, placed, or permitted to remain on any Lot other than one dwelling unit, garage, and other approved structures for use solely by the occupants.

No alterations, additions, or improvement may be made to any garage that would defeat its purpose as a garage.

All additions must be approved by appropriate County and City building departments.

- AIR CONDITIONING/MECHANICAL EQUIPMENT UTILITIES

Mechanical equipment such as air conditioners, heating equipment, etc., shall be installed as an integral part of the architecture. Under no circumstances shall these items be installed via roof mounting or external window mounting. Care should be taken to hide all equipment including ground mounted equipment from the neighboring view(s). Equipment is to be concealed where possible. The color and style must complement the existing house.

- ALTERNATIVE ENERGY SOURCES

**ACC approval is required.**

Any solar panels and related appurtenances and equipment shall be designed and constructed so as to appear as an integrated part of the building Architecture. This shall generally mean that the panels shall be roof-mounted so that the top surface is flush with the roof surface, with all appurtenances recessed into the structure's attic. When solar orientation prohibits this approach, the roof shall be altered so that the panels appear to be "built-in" (i.e., sides and bottoms of the panels and any piping, etc., shall not be visible). If the panels are ground or wall-mounted, they shall be integrated into a structure using compatible materials so that the panels appear as a natural extension of the house. Other alternative energy sources such as wind machines are generally not allowed.

If there are any conflicts between the provisions of this Section and any provision in any other governing document, the provisions of this Section will control.

For the purposes of this Section, “**solar energy device**” means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. All solar devices not meeting this definition are prohibited.

**An Owner may install solar energy devices only on property solely owned and solely maintained by the Owner, and only in accordance with the restrictions provided in this Section.** Owners may not install solar energy devices except in accordance with this Article. Prior to installation of any solar energy device, the Owner must submit plans for the device and all appurtenances thereto to the Committee. The plans must provide an as-built rendering, and give details of the location, size, materials, and color of the solar device, and provide calculations of the estimated energy production of the proposed solar device.

Owners may not install solar energy devices that:

- (a) Threaten the public health or safety;
- (b) Violate a law;
- (c) Are located on property owned by the Association;
- (d) Are located in an area owned in common by the Members;
- (e) Are located in an area on the Owner's property other than:
- (f) On the roof of the home (or of another structure on the Owner's Lot allowed under the Declaration; or
- (g) In a fenced yard or patio owned and maintained by the Owner;
- (h) Are installed in a manner that voids material warranties;
- (i) Are installed without prior approval of the Committee; or
- (j) Substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. **This determination may be made at any time, and the Committee may require removal of any device in violation of this or any other requirement.**

If the device is mounted on the roof of the Owner's home, it must:

- (a) Not extend higher than or beyond the roofline;
- (b) Be located only on the back of the home (the side of the roof opposite the street).

The Committee may grant a variance in accordance with State law if the alternate location is substantially more efficient, i.e. if the alternate location increases the estimated annual energy production of the device by more than 1 percent. It is the Owner's responsibility to determine and provide sufficient evidence to the Committee of all energy production calculations. All calculations must be performed by an industry professional;

- (c) All brands and/or types of solar shingles must be approved by the Board of Directors; such approval must be obtained before any installation is begun.

- ANTENNAS AND SATELLITE DISH

**The ACC must be notified prior to the installation of any type of antenna or satellite dish.**

Antenna and satellite dishes are only permitted within FCC guidelines. Antennas must not be attached to the roof or outside of the home nor be visible from the outside of the home. Such antennas may be placed in the attic. Satellite dishes must not be visible from the front of the home or street and every effort must be made to hide the satellite dishes from view of all neighbors when installed on the home.

## Definitions

- **Exterior Antenna** - Any device used for the receipt of fixed wireless signals, including video programming services including direct broadcast satellite, television, and multipoint distribution service, telecommunications, and internet access.
- A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance and use of a reception antenna shall be considered part of the antenna.
- **Mast** - Structure to which an antenna is attached that raises the antenna height.

## Installation Rules

- **Antenna Size and Type** - Antennas that are one (1) meter or less in diameter may be installed. Installation of transmission-only antennas is prohibited unless approved by the Association Board of Directors.

Any device for receipt of AM radio, FM radio, amateur ("HAM") radio, Citizen's Band (CB) radio and Digital Audio Radio Service (DARS) signals is strictly prohibited.

All antennas not covered by the FCC rules are prohibited.

- **Location** - Antennas must be installed solely on the Owner's Lot. Antennas must not encroach upon any common elements, any other Owner's Lot, or the air space of another Owner's Lot.

Antenna shall be located in a place shielded from view from outside the community or from other lots to the maximum extent possible; provided; however, that nothing in this rule would require installation in an exclusive use area where an acceptable quality signal cannot be received.

This section does not permit installation on common areas; even if an acceptable quality signal cannot be received from an individual's lot.

- **Installation on Owner's Lot** - Antennas shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable quality signal.

Antennas must be secured so they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the antennas, including damage from wind velocity.

- **Maintenance** Owners who install or maintain antennas are responsible for all associated costs, including but not limited to:

- Place (or replace), repair, maintain, and remove antennas;
- Repair damage to any property caused by antenna

- installation, maintenance, or use;
- Pay medical expenses incurred by persons injured by antenna installation, maintenance, or use;
- Reimburse residents or the Association for damage caused by antenna installation, maintenance, or use; and
- Restore antenna installation sites to their original condition.

Owners shall not permit their antennas to fall into disrepair or to become a safety hazard. Owners shall be responsible for antenna maintenance, repair, and replacement, and the correction of any safety hazard.

If antennas become detached, owners shall remove or repair such detachment within seventy-two (72) hours of the detachment. If the detachment threatens safety, the Association may remove antennas at the expense of the Owner.

Owners shall be responsible for antenna repainting or replacement if the exterior surface of antennas deteriorates.

- **Safety** - Antennas shall be installed and secured in a manner that complies with all applicable city and state laws and regulations, and manufacturer's instructions.

Owners, **prior to installation**, shall provide the Association with a copy of any applicable governmental permit if required for safety reasons. Installations must comply with all applicable codes, take aesthetic considerations into account, and minimize the impact to the exterior and structure of the Owner's Unit.

To prevent electrical and fire damage, antennas shall be permanently grounded.

- **Antenna and Cable Camouflaging** - Antennas shall be painted to match the color of the structure to which they are installed. However, if the manufacturer asserts that paint will degrade the quality of the signal, this information must be attached to the request for approval of installation.

To the extent that it is reasonable, antennas should be camouflaged through inexpensive screening or plants especially if they are visible from the street or other units.

Cable runs on all exterior walls must be secured at eighteen (18) inch intervals. Cable runs must be installed either horizontally or vertically; if it is necessary to install at an angle, the run must follow existing angles of the house. In order to hide cable wires as much as possible, cable runs must be installed along existing features such as batten strips, moldings, trim or corners.

- **Notification Process** - Any Owner desiring to install an antenna must complete an ACC form. If the installation requires a mast that extends more than twelve (12) feet above the roofline or to a height greater than the distance from the installation to the lot line, the Owner must make notes of the heights on the submitted form. If the installation is other than routine for any reason, the Owner and ACC must establish a mutually convenient time to meet to discuss installation methods.

- **Installation by Residents or Tenants** - These rules shall apply in all respects to residents or tenants as well as to Owners. Residents or tenants desiring to install

antennas must obtain prior written permission of the Owner. A copy of this permission must be furnished with the ACC request.

- **Severability** - If any provision in this section is ruled invalid, the remainder of these rules shall remain in full force and effect.

- **AWNINGS AND PATIO COVERS**

**ACC approval is required.**

All requests for awnings must include an actual color or fabric sample. Photocopies or brochures are not acceptable for color sampling. Exterior awnings must demonstrate they are clearly compatible with the painted colors of the home as well as the Architectural design and qualities of the home and neighborhood.

No awnings are allowed in the front of the house.

No metal awnings may be installed after January 1, 2013.

- **BASKETBALL BACKBOARDS AND PORTABLE HOOPS**

Basketball backboards and portable hoops are not permitted.

- **CLOTHESLINES**

Temporary or portable structures are not permitted.

- **DECKS AND GAZEBOS**

**ACC approval is required** for all decks and for permanent and portable gazebos.

Prior to the commencement of construction, the ACC must approve all permanent decks, any additions or alterations to existing decks, and gazebos. A deck or gazebo built without ACC approval may have to be removed at the expense of the Owner.

Any decks or gazebos constructed must be wood, approved synthetic wood-like material, or other material similar to the material of the residence. Any unfinished products must be painted the color of the residence or, if stained, must be stained a similar color or a color generally accepted as complementary of the color of the residence. Such structures must be installed as part of the residence and patio area. Any installed structures must be located so as not to obstruct or diminish greatly the view of adjacent Owners.

The ACC must approve portable gazebos or patio enclosures that are to be installed for more than seventy-two (72) hours. They must be of a compatible finish and color to match the residence. Temporary structures to be used for a single event can be installed once during a season and must be removed within seventy-two (72) hours of initial installation.

- **DOG HOUSES AND DOG RUNS**

**ACC approval is required.**

Doghouses, shelters and runs shall be completely screened from the view of adjacent public or private properties and shall not be visible from the streets. Doghouses must be compatible with the residence in color and finish.

Dog runs must be kept clean at all times.

Any owner of dogs kept in such areas must comply with the appropriate County and City Animal Control laws and ordinances.

These rules apply to the Owner and the residents and tenants of the Owner.

- **DOORS - SECURITY, SCREEN OR STORM**

Committee approval is generally not required for the addition of screen or other type doors to a home or accessory building. This approval is not necessary if the material matches or is similar to existing doors on the house and if the color is generally accepted as a complementary color to that of the existing doors on the house. Any variation of the rules requires ACC approval.

- **DRIVEWAYS**

**ACC approval is required.**

Any modification or replacement to a driveway shall be approved by the Committee. In no case shall the width of the driveway be widened.

- **FENCING**

**ACC approval is required.**

**- Permitted Types**

All fences installed after January 1, 2013 shall be six (6) foot wooden privacy fencing and shall not to be painted but may be stained with approved stains. Metal fencing, wire mesh, or any other materials are prohibited.

All posts must be set in concrete. Rail fence pickets should never be less than 2", number 2 grade.

All other fences, such as interior fencing to enclose patios, screen trash receptacles, support arbors, etc., shall be of a type, finish, color, etc., compatible with the approved perimeter fencing type and the building architecture.

- **Locations**

Fences must be erected wholly on the Owners' Lot so that no part of the fence is installed on Common Area unless approved by the Board.

No fencing shall be installed in such a way that it blocks established drainage ways.

- **FLAGS AND POLES - PATRIOTIC EXPRESSION**

**ACC approval is required** for permanent free-standing flagpoles of any size; these must be in proportion to the Lot and house size.

An Owner may display flags only on his/her Lot and only in compliance with this Section

An Owner may not display flags on the Common Areas, or on any other lands

owned or maintained by the Association for any reason or at any time. An Owner may have one flagpole, or one residence-mounted flag mount, but not both.

All flagpoles, flag mounts, flag lighting, and related equipment must be approved in advance by the Association's architectural control committee (the "Committee"), except that a temporary flagpole staff that does not exceed six (6) feet in length and is attached at an incline to the wall or entrance area of the home does not require ACC approval.

An Owner wishing to display a permitted flag must submit plans to the Committee for each installation, detailing the dimensions, type, location, materials and style of the flagpole, flag mounts, lighting and related equipment. The Committee shall have sole discretion in determining whether such items comply with this Article, subject to any appeal rights that may exist elsewhere in the Declaration or under State law.

The American flag must be displayed in a manner consistent with the Federal Flag Code, 4 U.S.C. §§5-10, and Chapter 3100, Texas Government Code, including but not limited to the following:

- o When the American flag is displayed from a staff projecting horizontally or at an angle from the building, the union of the flag should be placed at the peak of the staff.
- o When the American flag is displayed either horizontally or vertically against a wall, the union should be uppermost to the observer's left.
- o When displayed in a window, the flag should be displayed with the union or blue field to the left of the observer in the street.
- o The American flag should never touch anything beneath it, such as the ground, the floor, or water.

In addition to the foregoing, the following are required:

(a) Flags must be displayed on an approved flagpole or mount. Flags may not be displayed in any other manner.

(b) No more than one flag at a time may be displayed on a flag mount. No more than two flags at a time may be displayed on a flagpole.

(c) Flags on flagpoles must be hoisted, flown, and lowered in a respectful manner. Flags must never be flown upside down and must never touch the ground.

(d) Flags may not contain commercial material or design, advertising, or any symbol, mark or language that may be offensive to the ordinary person.

(e) If both the U.S. and Texas flags are displayed on a flagpole, they must be of approximately equal size, and the U.S. flag must be the highest flag flown and the Texas flag the second highest.

(f) Only all-weather flags may be displayed during inclement weather.

(g) Flags must be no larger than 3' x 5' in size.

(h) A pennant, banner, plaque, sign or other item that contains a

rendition of a flag does not qualify as a flag under this Article.

In addition to the two flags allowed above, service flags bearing the stars denoting the service of the Owner or occupant may be displayed on the inside of a window or on the door during the time of conflict if the Owner or occupant has an immediate family member active in the military or reserves. These flags must not measure more than one (1) foot by two (2) feet.

A flag mount attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the mount or flagpole and harmonious with the dwelling, in the sole discretion of the Committee.

The following additional requirements shall also apply to flagpoles installed on Lots:

(1) No more than one flagpole may be installed on a Lot.

(2) A flagpole attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling. A freestanding flagpole must be installed vertically.

(3) A flagpole located in the front yard of the property, subject to applicable zoning ordinances, easements, and setbacks of record, or attached to any portion of a residential structure owned by the property owner and not maintained by the property owners' association must be no greater than 20' in height measured from grade level.

“Front yard” means a yard within a lot having a front building setback line with a setback of not less than 15 feet extending the full width of the lot between the front lot line and the front building setback line.

(4) The location and construction of the flagpole must comply with applicable zoning ordinances, may not be located in any easements (including drainage easements), and comply with all setback requirements.

(5) Unless otherwise approved by the Committee, the location of the flagpole must be within 10' of one of the side-most building lines of the home, and within 10' of the front-most building line of the home. The Committee may require the pole to be installed on a particular location on the Lot.

(6) No trees or shrubs may be removed for flagpole installation.

(7) The Owner must ensure that external halyards (hoisting ropes) used on the flagpole do not create an unreasonable amount of noise.

Any lights installed for the purpose of illuminating a flag must be pre-approved by the Association. Such light installations must be of a reasonable size and intensity and placed in a reasonable location, so that the lights do not unreasonably disturb other residents or neighbors. All flag illumination lighting must be specifically dedicated to that purpose. No other interior or exterior lighting (including security floodlights or spotlights) may be directed toward a displayed flag for purposes of illuminating the flag.

An Owner is responsible for ensuring that a displayed flag, flagpole, flag mount(s), lighting and related equipment are maintained in good and attractive condition at all times, at the Owner's expense. Any flag, flagpole, flag mount, light, or related equipment or item that is in a deteriorated or unsafe condition must be repaired, replaced, or removed promptly upon the discovery of its condition.

- **GRILLS (PERMANENT)**

**ACC approval is required.**

Permanent barbecue grills must be placed in the rear yard of the home and should be away from adjacent property lines. Permanent grills to be built within five (5) feet of a neighbor's Lot line must have that neighbor's written approval *prior to* approval by the ACC and such written approval must accompany the ACC request.

- **GUTTERS AND DOWNSPOUTS**

No ACC approval is needed for replacement of existing gutters and downspouts is permitted, if they are the same color and type as the original gutters and downspouts installed by the builder.

Any other installation requires the approval of the ACC.

In no instance may the addition of gutters and downspouts be permitted to adversely effect drainage on adjacent properties. Downspouts must not bisect a wall. Gutters must be contiguous with the roofline. The color of downspouts, gutters, and any supporting structures or attachments must be the same as the exterior trim.

- **HOT TUBS AND SPAS**

**ACC approval is required.**

Exterior hot tubs and spas require the advance approval of the ACC. Hot tubs and spas must have a hard cover, and must be located within a fenced rear yard. Hot tubs and spas that protrude above the fence line will not be allowed unless they have approved screening to shield the hot tub from public view. When the tub or spa is drained it should not drain onto the common area or a neighbor's yard.

Any spa, hot tub, jacuzzi, etc., must be an integral part of the deck or patio area and of the rear yard landscaping. Must be installed in such a way that it is not immediately visible to nor does it adversely impact adjacent property owners and that it does not create an unreasonable level of noise for adjacent property owners.

All exterior hot tubs and spas must meet all State, County, and City laws and the Owner must have all requisite permits, which must be presented to the ACC prior to any work commencing.

- **LIGHTING - STREET**

Street lighting is approved by the public utility company. The standard street lighting fixture used in Meadow Oaks Townhouse Association by the public utility company shall be used to illuminate all streets in the Association to maintain design continuity.

- **LIGHTING - EXTERIOR**

Committee approval is not required for exterior lighting, if in accordance with the following rules:

Exterior lights must be conservative in design and be as small in size as is reasonably practical. Exterior lighting should be directed toward the house and be of low wattage to minimize glare to others. Low voltage lighting offers safety advantages over conventional house voltage system. Lighting of walkways generally should be directed to the ground.

Landscaping lights must be installed at ground level.

Exterior lights must be installed to the building structure.

All lights must be permanently installed to include burying the electrical connections in accordance with codes and ordinances.

Proposed additional lighting should not result in adverse visual impact on adjoining neighbors as a result of its location, wattage, or other features.

Any variance from these rules or use of high-wattage spotlights, floodlights, or security lighting systems require Committee approval. For rules and regulations on holiday lights - see, Holiday Decorations, on page 7.

- **PATIOS**

**ACC approval is required.**

All changes to existing or new patios require the **advance approval of the ACC**.

Patios should be located in rear yards. Any adverse drainage that might result from the construction of a patio must be considered and remedied.

Patios may be constructed of poured concrete, brick, stone, or commercial paver tiles. Proper workmanship to ensure solid construction and attractive appearance is required. All patios must meet all State, County, and City regulations.

Patios must be an integral part of the landscape plan and must be located so as to not create an unreasonable level of noise for adjacent property owners. They must be the same color and design as the residence.

Patios and porches shall not be used as storage other than patio furniture and grills.

- **RAINWATER COLLECTION**

Owners may install rain barrels or rainwater collection systems only with prior written approval from the Committee, and only in accordance with the restrictions described in this Section. Owners wishing to install such systems must submit plans showing the proposed location, color(s), materials, shielding, dimensions of the proposed installations, and whether any part of the proposed installations will be visible from the street, another Lot, or a Common Areas (and if so, what parts will be visible). The location details must provide measurements as to how far the installations will be from

the side, front and back property lines of the Owner's Lot.

Owners are prohibited from installing rain barrels or rainwater collection systems, **or any part thereof**, in the following locations:

- (a) on property owned by the Association;
- (b) on property owned in common by the Members of the Association; or
- (c) on property between the front of the Owner's home and an adjoining or adjacent street.

Owners are prohibited from installing rain barrels or rainwater collection systems that:

- (a) are of a color that is inconsistent with the color scheme of the Owner's home;
- (b) display any language or other content that is not typically displayed by such a barrel or system as manufactured; or
- (c) are not constructed in accordance with the plans approved by the Committee.

If any part of the installation is installed in a side yard, or will be visible from the street, another Lot, or a Common Area, the Association may impose restrictions on the size, type, materials, and shielding of, the installation, through denial of plans or conditional approval of plans.

- **RECREATIONAL, PLAY, SPORTS EQUIPMENT**

Includes such items as, but is not limited to: swing sets, gym sets, trampolines, and sporting goal nets.

ACC approval IS NOT necessary for equipment that does not exceed eight (8) feet in height.

The equipment must be located in the rear yard and not visible from the street. The equipment must be maintained in good working order and must be kept in a well painted or stained, rust-free condition.

Play houses and structures, forts, trampolines, sporting goal nets and alike, that will exceed eight (8) feet in height requires approval from the ACC.

#### **REPAIR OF BUILDING STRUCTURE**

Buildings and other structures shall not be permitted to fall into a state of disrepair or unsightliness. Any structure damaged or destroyed shall be repaired, rebuilt or removed as appropriate in the shortest time frame practical.

**Changes in structure or color must be submitted to the ACC for approval.**

- **ROOFING**

All roofs must be approved by the Association and, therefore, no roofing materials, equipment, or devices may be installed on the Owner's roof without the express written

consent of the Board. Only the Board may designate the type and/or brand of shingles to be installed on the roofs.

- **SIDEWALKS AND PATHWAYS**

**ACC approval is required.** The installation of sidewalks or pathways must be approved in advance by the ACC.

Stone, brick, concrete or similar durable construction material should be used for sidewalks and pathways. The scale, location, and design should be compatible with the lot, home, and surroundings.

- **STATUES AND ORNAMENTATION**

**Prior ACC approval is required.**

The utilization of non-living objects as ornaments in the landscape is generally discouraged, particularly in front or side yards visible from adjacent properties and roads. Such ornamentation includes driftwood, wagons, animal skulls, wagon wheels, sculpture (flamingos, deer, cherubs, etc.). The goal of any landscape improvement is to promote a pleasing and harmonious neighborhood character. Individual expression is permissible so long as it does not detract from this goal. Prior ACC approval is required.

- **STORAGE SHEDS/ANCILLARY STRUCTURES**

**ACC approval is required.** All ancillary structures, such as greenhouses, storage sheds, patio covers, awnings, arbors, cabanas, etc., must be approved by the ACC.

Any such structure shall be sited and designed to be compatible with the house and all adjacent houses, fences, etc.

Wood structures must be constructed and/or covered with materials of similar appearance as the exterior of the home.

Height of the roof of any structure cannot exceed eight (8) feet off ground level. The roof should have the same roof pitch line as the existing home and must be constructed of the same materials as the roof on the existing home.

The buildings cannot exceed one hundred (100) square feet in floor area. This includes storage buildings, playhouses, and equipment buildings.

Any utilities to such buildings must be underground

Landscape screening or fencing may be required to hide the shed or playhouse from view.

Storage sheds and playhouses must be properly maintained by the Owner so as not to present an unsightly appearance. Sheds and playhouses must be constructed so that there is proper drainage and that no ground level drainage problems are created on either the adjoining properties or common areas.

Pre-fabricated structures will be reviewed and/or approved on a case by case

basis.

- **TRIM AND SIDING**

Repair of the original trim and siding of the same color and material type as the original does not need ACC approval.

All other colors and materials must be approved by the ACC. Total replacement of trim and or siding requires ACC approval. Stucco addition is considered an “addition” and must be approved.

- **WINDOWS AND SKYLIGHTS**

**ACC approval is required**

All windows shall have prefinished painted or stained vinyl and composition core or non-reflective material. No highly reflective glass or reflective tinting is permitted. Glass may be tinted, if desired.

- **SWIMMING POOL (ASSOCIATION)**

All owners and residents and their guests: **Pool rules are for safety and also to keep our pool safe and enjoyable for all Homeowners.** Everyone is expected *to* observe the pool rules, which are set forth below. Homeowners and residents are responsible for seeing that their guests follow the rules. **Anyone you bring to the pool is required to abide by the pool rules and nonadherence to these rules will result in being banned from the pool for up to 30 days or permanent suspension.** There are also specific requirements for using the pool facilities and other Common Areas for private parties and gatherings

1. Pool Hours: 6:00 a.m. to 12:00 a.m. (midnight).
2. For safety reasons, no one under the age of sixteen (16) is allowed in the pool area unless accompanied by an adult. Violators are subject to a fine.
3. Pets are not allowed in the pool areas.
4. Owners and residents are responsible for the actions of their tenants, lessees, guests, or invitees while in the pool or on any Common Area at any time.
5. No glass or breakables are permitted in the pool areas at any time. Any person found to have broken glass at the pool will be responsible for the cost of draining the pool.
6. All persons using the pool do so at their own risk. Meadow Oaks Townhouse Association, Inc., its members, committee members, and Board members are not responsible for accidents or injuries of any kind.
7. All guests must be accompanied by an owner or by a resident at all times. Guests are limited to no more than six (6) guests per unit, unless the owner or resident is approved for a party in the pool area.
8. No excessive noise, boisterous conduct, roughhousing or running is

permitted on the pool deck or surrounding area, and will not be tolerated at any time.

9. Food and drinks are allowed at poolside only if served in unbreakable containers such as plastic or paper. No food or drinks may be taken into the pool. Each person must remove all trash created by that person.
10. No smoking is permitted while in the pool area.
11. Radios in the pool area should be tuned for individual listening unless prior approval from the board is obtained.
12. Pool furniture, signs and life-saving equipment must not be removed from the pool area.
13. No nudity in the pool area will be permitted.
14. Any person using the pool shall wear appropriate bathing attire.
15. No jumping, diving, or sliding from the edge or railings of the pool, with or without the use of flotation device, will be permitted.
16. Life-saving equipment is placed by the pool for rescue purposes only. Life-saving equipment is not for playing. A mandatory fine will be levied against anyone damaging or removing such equipment from the pool areas for other than rescue purposes.
17. No soap, detergents, or personal care products, etc. are to be used in the pool.
18. Among other restrictions, as provided for in the Rules and Regulations, no bicycles or skate boards shall be permitted in the pool area.

Pool rules must be observed. Anyone who fails to abide by the rules or is observed acting in a manner which is unsafe or offensive, will be asked to leave the area.

Owner shall promptly reimburse the Association for any loss, property damage, or cost of repairs or service to the community caused by negligence or improper use of the pool or pool area by Owner, Owner's tenants, guests, invitees, residents, or occupants.

- PROOF OF HOMEOWNER'S INSURANCE

All homeowners must provide evidence of a valid homeowner's insurance by providing a copy of their insurance certificate or declaration pages to the Association Secretary annually. Insurance policies must be for the full replacement cost of the home. **Non-compliance will result in a fine as listed in the attached fine schedule.**

- EMERGENCIES

The Association will act on an emergency basis in order to protect property and lives. If an Owner's property is involved, every attempt will be made to contact the Owner, but emergency action will not be delayed. Property owners may share their emergency contact information with the board to ensure they may be contacted during emergencies, but the Board will not share contact information with the entire community.

- RENTAL RULES AND REGULATIONS

#### APPLICABILITY AND OWNER LIABILITY

Owners may lease their homes, but should recognize that the *Owner is responsible for the actions of his or her tenant(s), the tenants' guests, invitees, residents, or occupants and will be held accountable by the Association for violations of the rules and regulations and for damage to the Common Area caused by the tenants or the tenants' guests, invitees, residents, or occupants whether intentionally or negligently caused.* Owner shall promptly reimburse the Association for any loss, property damage, or cost of repairs or service to the community caused by negligence or improper use by Owner, Owner's tenants, guests, invitees, residents, or occupants, unless repairs have been properly made by Owner pursuant to requirements or permission to set forth by the Association. The Association will not be liable for and Owner shall pay for the following: (a) plumbing stoppages; (b) damages from plumbing stoppages; (c) electrical damages; (d) damages from electrical damages; (e) damages to doors, windows, screens, unless due to negligence of Association; (f) damages or costs incurred by the Association for Owner's failure to comply with Owner's duties of repair under the Association governing documents and these rules and regulations and any applicable laws.

All Member-Landlords are responsible for whatever Lot conditions and other rule or regulation violations are caused by their tenants or by their tenants' invitees, guests, residents, or occupants. The first part of these Rental Regulations provides the Association a way to prohibit certain Members from renting their Lots at Meadow Oaks, when these specific Members have proved that alternate remedies were not enough to make sure that their tenants, tenants' invitees, guests, residents, or occupants complied with Association rules and regulations.

These rules and regulations apply to all circumstances where the Member is not residing on the Lot, but someone else is. Usually, this will be a basic rental relationship, subject to a written rental agreement, but it also includes any case where a non-member adult lives on the premises without paying rent. Members' spouses are not considered renters, but adult children and grandchildren of Members and Members' siblings are considered renters. These rules therefore apply to any circumstances where at least one of the record Owners of a Lot, or his or her spouse or registered domestic partner, does not reside on the premises; the terms "rent," "rental," and related terms apply to all such circumstances.

The purpose of these Rental Rules and Regulations is to encourage a sense of community within Meadow Oaks, and further the health, happiness, and peace of mind of its Members. The Meadow Oaks Board finds that the reasonable and fair restrictions on rentals in these Rules and Regulation promote those ends, and that the welfare of the community outweighs the interest of a particular Owner in profit from renting that Owner's Unit, as set out in these Rules and Regulations.

These Rules and Regulations are in addition to and not in place of the Association governing documents, which are incorporated herein, as if set forth

verbatim, as well as all relevant laws.

- MEMBER-LANDLORD INVESTIGATION OF RENTER(S) PRIOR TO RENTING

Before a Member-Landlord may rent his or her premises at Meadow Oaks to a renter, he or she must investigate the tenant by checking references, and obtain a report of criminal history. Member-Landlords are responsible not to rent to tenants who demonstrate a substantial risk to the Meadow Oaks community regarding Lot conditions and behavior.

- LEASING RESTRICTIONS

- To assist it in enforcing these rules and regulations and those in the Association governing documents and those provided by law, the Board of Directors shall be provided a redacted copy of any records relating to any Owner's leasing of his Unit, including but not limited to a redacted copy of the lease agreement that shall include, at minimum, the contact information and identification of the tenant. The lease should remove all confidential personal information and may remove the rental amount. In addition, the Board of Directors will have the right to engage in reasonable activities to determine the occupancy status of a Unit and whether it complies with the rules and regulations set forth above and the governing documents and law.

**Violation** - Any failure to strictly comply with these rules will constitute a violation of the rules, regulations, and procedures for the enforcement of the Declaration and will subject Owner to the enforcement policies contained in the Association governing documents and in these rules and regulations as well as provided by law.

**Non-Discrimination** - Nothing in this Article 1 will be construed to permit discrimination against any Owner or potential tenant based upon the Owner or potential tenant being a member of a protected class as set forth in the Fair Housing Act, 42 U.S.C. § 3601, et seq.

- RESTRICTING RENTALS BASED ON PAST RECORD  
[THREE VIOLATIONS RULE]

If a Member rents his Unit, as defined above, and the renters and/or the Owner allow three (3) violations of Association covenants, conditions, regulations, or rules within a twenty-four (24) month period, and for each violation there is an adverse effect on the Association generally, or a particular Member, then that Member may not further rent that premises for a period of five (5) years.

The Association's Rules establish a system for investigating and processing reports of violations of Association Rules, generally administered by the Board. These Rules include the applicable Covenants, the Articles of Incorporation, the Bylaws, and other Rules and Regulations enacted by the general Membership and/or the Board of Directors. Generally, when a report is received, it is investigated, and informal attempts are made to resolve the issues, if any. If informal attempts are not successful, then a formal fine may be issued, along with the possibility of an appeal. The Board tries to work together with the Member to find a way to resolve the issues, and still comply with Association Rules and Regulations. If that

is not possible, then the Board will make a decision.

This system of proceeding applies to property conditions and behavior violations that are reported to the Board of Directors, regardless of whether the property is rented or not. However, when an issue has to do with a renter's or Member-Landlord's substantial violation of Association rules or regulations, so that there is an adverse effect on the Association generally, or a particular Member, then the Member-Landlord will also be informed in writing that the matter potentially involves a strike." A "strike" is a final determination that the issue meets these criteria.

Any claim that could result in a strike can be brought within a proceeding involving a violation complaint; in addition, two (2) different claims of two (2) different violations may be brought within the same proceeding. This means that any Member-Landlord will have the opportunity to go through at least two (2) separate proceedings before accumulating three (3) strikes.

At the Board of Directors proceeding, the rules for decision will be: (A) whether a violation exists; (B) whether it meets the test of "substantial violation of Association rules, so that there is an adverse effect on the Association generally, or a particular Member;" and (C) whether the Association proves these elements by a preponderance of the evidence (more likely than not). The Board will adopt processes for the administration of these matters that are fair and reasonable, and that offer the member a fair and reasonable right to be heard and offer evidence.

*The determination of the Board shall be binding and final, and any reviewing court shall not substitute its judgment for that of the Board.*

Once a final determination is made, the member will be notified of the results in writing.

Once a third strike is found, an owner will be prohibited from renting the subject premises for five (5) years from the date of the finding, and will be notified in writing of the same.

## ADDITIONAL ASSOCIATION REQUIREMENTS

Each tenant's initial lease term must be at least six-months and the lease must expressly provide that it is subject in all respects to the provisions of the rules and regulations of the Association and that any failure by the lessee to comply with the terms of such documents is a default under the terms of the lease. **Short-term rentals are expressly prohibited. Short-term rentals are defined as rentals under six months allowed.**

A Member-Landlord must give a copy of the Association Rules and Regulations and governing documents to each renter and must provide a signed receipt of delivery of those documents from each renter to the Board. A copy of these rules and regulations may be obtained from the Association Secretary at the requester's expense.

- ALTERNATE REMEDIES

The Association reserves the right to any other remedies available at law or in equity for the enforcement of its rights. In particular, if the Member-Landlord has demonstrated an unwillingness to cooperate with the system set out in these Rules and Regulations, the Board may determine to exercise any and all other remedies including immediate litigation.

## ***ENFORCEMENT PROCEDURES FOR VIOLATIONS OF RULES AND REGULATIONS***

### **• GENERAL AUTHORITY**

Meadow Oaks Townhouse Association, Inc. has the authority to enforce its Declarations, Bylaws and other Rules and Regulations that apply to the Association. The Association also has the authority specified in the Texas Property Code and the Texas Nonprofit Corporation Act, and other relevant federal, state, and local laws.

Rules that apply to the Association are provided for and contained within the applicable Association Declaration, Articles of Incorporation, Bylaws, and other Rules and Regulations that have been adopted. These are called collectively the Meadow Oaks Townhouse Association, Inc. "Rules" for purposes of these enforcement Procedures. It is the responsibility of each Member to understand and abide by these Rules. The Association Rules are available from the Association Secretary.

Each Member is responsible for any and all actions of his or her family members, social or business guests, invitees, occupants, residents, and tenants and their family members, social or business guests, occupants, residents, and invitees, when such actions involve in any way property or activities within the jurisdiction of the Association and/or violations of any Association Rules. Member-Landlords are specifically responsible for all actions of their tenants and their tenants' family members, social or business guests, occupants, residents, and invitees, and all property conditions caused by their tenants and their family members, social or business guests, occupants, residents, and invitees. Members are responsible for both controlling behavior and conditions, and payment of any resulting fines and other related fees and charges.

This system for compliance with Association Rules that was adopted by the Board of Directors is in addition to all other available remedies for property condition and activity violations. If the Board determines, at any time during the process, or before it begins, that an emergency exists, or that the Member involved would not likely cooperate with the system established herein, and the use of the system would probably only cause delay in resolution of the problem, it may choose to seek an immediate injunction and/or any other available remedy.

### **• INVESTIGATION AND RESOLUTION - STEPS**

**Complaint** - The Association will investigate a Complaint that Association Rules have been violated, if the Complaint is in writing and delivered to the Board, by delivery to the Association Secretary. Members of the Board may make written Complaints, as may any

other Association Member, but are not required nor expected to make inspections of Association properties for the purpose of discovering Complaints. Complaints may be of violations of a specific rule, or of any other Association condition, covenant, rule, or regulation. No inspection of an owner's back yard shall occur without a written complaint filed with the Board.

***All complaints must be in writing and submitted by e-mail to the Secretary. No verbal complaints will be accepted, investigated, or otherwise acted upon. No complaints submitted to any other Board member or to any other address will be accepted, investigated, or otherwise acted upon.***

***No complaints by text message will be accepted, investigated, or otherwise acted upon. No complaints submitted to any other Board member or to any other address will be accepted, investigated, or otherwise acted upon.***

***No Board member has authority to render any decision on any complaints except as set forth in these Rules.***

**Preliminary Investigation** - The Board will assign two (2) Members of the Board to investigate the complaint and gather the facts. The preliminary investigation can include, but is not limited to, a site visit, talking with the responsible Owner and other persons with knowledge, and consideration of other evidence. The investigation will be fair and reasonable, so that an unbiased Member would be satisfied if he or she were the Member investigated. The investigating Board Members shall keep a fair and open mind, and treat all Members and others with respect, and shall conclude the preliminary investigation as quickly as reasonably possible.

The goal of the preliminary investigation is to gather and provide information about whether a violation exists.

Upon conclusion of their investigation, the Board members investigating the complaint shall submit their findings to the full Board for final determination. The Board Members shall consider not only the rule violation, but also the need to work with Members to give them enough time to correct the violations, if any, given their circumstances.

The Board Members cannot vary from Association Rules, including especially covenants, to favor one Member when the same Rules apply to all other Members. However, the extent of the violation, and the time frame for correction, are subject to Board determination.

If no violation is found, then the Board shall send the Owner written notice of such fact.

If a violation is found, then the Board shall send written notice to the Owner of such fact by email. The notice shall describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the association from the owner; inform the Owner that the Owner has a specific period of time to cure the violation and avoid the fine or suspension unless the owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months; that

the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue under Section 209.007, Texas Property Code, on or before the thirtieth (30<sup>th</sup>) day after the date the owner receives the notice; and that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq.), if the owner is serving on active military duty.

The period of time stated in the letter shall be a reasonable period of time under the circumstances to cure the violation.

If the Owner desires to have a hearing, the Owner must submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the board.

The Board shall hold a hearing not later than the thirtieth (30<sup>th</sup>) day after the date the Board receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the tenth (10<sup>th</sup>) day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. The Owner or the Board may make an audio recording of the meeting.

The notice and hearing provisions do not apply if the association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action. If a suit is filed relating to a matter to which those sections apply, a party to the suit may file a motion to compel mediation. The notice and hearing provisions do not apply to a temporary suspension of a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed by this section.

An owner or the Association may use alternative dispute resolution services.

If the violation is not corrected within the time frame requested in the notice, or upon a second infraction, a written notice will be mailed to the Owner, imposing the scheduled fine and/or other penalty. Should the Owner feel that he/she has been cited in error, he/she has the right to request a hearing with the Board of Directors by submitting his/her request, in writing, to the Board Secretary or President within ten (10) days from the date of the violation fine notice.

At this hearing with the Board of Directors, the Owner or his/her duly authorized representative may present his/her defense to the violation accusation. Should the Owner or his/her duly authorized representative fail to attend this hearing, the Board of Directors will review the case and make its decision. Should the Owner or his/her duly authorized representative attend the hearing, the matter will be reviewed by the Board of Directors and a written notice of the Board's determination will be mailed to the homeowner.

**THE DECISION OF THE BOARD OF DIRECTORS MADE AT THIS  
HEARING IS FINAL.**

***Fine Schedule:***

- For damage to common property, the fine is the cost to restore the property to its original condition.
- For violations of the Rules & Regulations, fines are listed in the attached violation and fine schedule.

The Board's failure to impose or enforce a rule or fine shall not be construed as a waiver of the Board's right to enforce a rule or fine. Fines for violations shall be incurred per violation, and owners' offenses will reset on January 1 of each year.

New fines may be imposed for additional or changed violations: for example, if a fine has been imposed for a Member allowing four inoperable vehicles to be stored on his or her lot, no more fines can be imposed for the same four vehicles, but if one is removed and another placed on the lot, a further fine can be imposed for the additional new vehicle.

**Amount of Fine** - The amount of any fine shall be fair and reasonable under all of the circumstances, and may take into account the scope of the violation, its effect on the community, the difficulty of remedying the violation, any excuse or explanation, the degree of culpability, the cooperation of the violator after discovery, the need to deter other such violations, and any other relevant factors.

**Corrective Action Requirements, Restitution** - In addition to a fine, the Board may impose requirements for corrective action. These requirements shall be as needed to bring the Member into compliance.

A Member may also be required to pay an amount equal to the costs of responding to the violation, including restitution for work performed, and reasonable costs associated with the Association's response, including but not limited to lien and recording fees and attorney fees and costs, as specified in the Bylaws.

Fines that are not paid within thirty (30) days from the date of final notice or, if a hearing was held, within thirty (30) days following the Owner's hearing, are considered as delinquent assessments. Collection action will be taken and a lien may be filed against the Member's property. In the event that collection action is commenced, the Owner will be liable for attorney's fees.

• **ENFORCEMENT**

**Failure to Comply** - If a Member fails to comply with a Board decision or agreement arrived at pursuant to the provisions of these procedures, the Board may institute any and all available proceedings, both legal and equitable, to require that the

Member do so.

**Fees and Costs** - Any fees or costs to remediate violations, including attorney fees, and all other costs reasonably expended, of any nature whatsoever, in support of the proceedings, shall be paid by the Member to the Association. This applies whether the Association proceeds pursuant to the system established pursuant to these Procedures, or whether it proceeds pursuant to any other available legal or equitable remedy; it also applies when the Board responds to any proceeding brought by anyone else.

**Liens and Lien Foreclosure** - Any amounts due the Association pursuant to these Procedures, including fees and costs as set forth above, shall constitute a lien against the Member's Lot or Lots, the same as Association liens for nonpayment of assessments, all as specified in the Bylaws. Assessments includes regular monthly assessments/dues and special assessments. The Board may file and, if necessary, in its judgment, foreclose such liens in the same manner; and it may also ask the Court for injunctive relief, requiring that the Member comply with the applicable Rules and Regulations as well as the orders of the Board. In the event that the Board is required to seek judicial relief, the Court shall award to the Association, in addition to any other judgment, its fees and costs as set forth above. The provisions of these Procedures are in addition to, and not in replacement of, any and all other remedies available to the Board for the violation of any of its Rules and Regulations of any nature.

- **COMMITTEE, BOARD RULES**

The Rules contained herein are made for the Board's operations and the administration of Complaints and are fair and reasonable. These Rules shall kept with the records of the Association, and the Board shall modify, subtract from, and/or add to such Rules from time to time as the Board deems necessary.

- **NO WAIVER**

Under no circumstances may the investigator, the Board President, the Board, or anyone else with authority to act for the Association waive or agree to any violation of any Association covenants, conditions, rule, or regulation, unless clearly allowed by the same. Failure to enforce the terms of any Association covenants, conditions, rules, or regulations shall not be construed as a waiver.

The approach of the Association will be to try to resolve any violations by friendly communication and collaboration with the Member. However, the covenants and conditions are absolute, and cannot be waived. Any waiver by the Association would still be subject to the continuing right of each Member to enforcement of the covenants and conditions on his or her own behalf. If a particular rule or regulation (not covenant or condition) specifically provides that it may be waived, and the circumstances under which it may be waived, then waiver of that rule or regulation will apply as specified.

- **APPLICATION**

These Procedures apply to all Members, who are responsible for the actions of, omissions by, and conditions caused by themselves and their family members, guests, invitees, renters, and their renters' family members, guests, invitees, and anyone else for whom they are responsible. In addition, these others are also directly responsible for their own actions and omissions, and the Association may take action against them as provided herein directly. Any such person who enters or remains within the Association development agrees to abide by all of the Association Covenants, Conditions, Restrictions, By-laws, and Rules and Regulations as discussed above, and to be responsible as provided herein if he or she fails to do so.

These Procedures apply to all circumstances currently existing at the time of their effective date, except when to do so would interfere with existing, vested rights. Existing, vested rights are limited to those matters that are in compliance with all relevant Association Rules, including project approval Rules, as of the time of approval. The terms and provisions of these Procedures control over any inconsistent provisions of any Resolutions, Regulations, or other Rules of the Association; they do not control over any inconsistent provisions of the Declaration, Articles of Incorporation and Bylaws, or Federal, state or Local laws.

- OTHER REMEDIES

The system adopted by these Procedures is in addition to all other available remedies for property condition and activity violations. If the Board determines, at any time during the process, or before it begins, that an emergency exists; or that the Member involved would not likely cooperate with the system established herein, and the use of the system would probably only cause delay in Resolution of the problem; it may choose to seek an immediate injunction and/or any other available remedy. Individual Members also have individual rights to enforce Association Community Club covenants.

#### **MEMBER GRIEVANCE RULES**

Grievances arising between an Association Committee and an active member or members of the Association herein, or between the Association Board or Board member and an active Member or Members of the Association herein, with respect to matters dealing with interpretation or application of rules shall be resolved in strict compliance with this procedure.

*All grievances must be in writing and submitted by e-mail to the Secretary. No verbal grievances will be accepted, investigated, or otherwise acted upon. No grievances submitted to any other Board member or to any other address will be accepted, investigated, or otherwise acted upon.*

*No verbal or text complaints will be accepted, investigated, or otherwise acted upon. No complaints submitted to any other Board member or to any other address will be accepted, investigated, or otherwise acted upon.*

***No Board member has authority to render any decision on any grievances except as set forth in these Rules.***

- A. The aggrieved Member shall first submit a written grievance to the Secretary of the Board and to the Chairman of the affected Committee. The Chairman and the Board President shall meet with and discuss the grievance with the Member. If the Member wishes, the Member may be accompanied by outside legal representation. Grievances not brought to the attention of the Secretary of the Board and to the Chairman of the affected Committee as required above within thirty (30) days of the occurrence shall be invalid and subject to no further processing.
- B. If the grievance is not resolved to the Member's satisfaction in accordance with the preceding subsection, the Member shall reduce to writing a statement of the grievance containing the following:
  - 1) The facts on which the grievance is based;
  - 2) A reference to the provisions of the rules being violated; and
  - 3) The remedy sought.The Member shall submit the written statement of grievance to the Secretary of the Board not later than fifteen (15) days after the discussion in Paragraph A above. Submission shall be made to the address and in the manner specified above.
- C. The Board President will convene a session within fifteen (15) days of receipt of the grievance to hear both sides of the controversy and the Board will have five (5) days thereafter to render its decision.

#### **SEVERABILITY**

If any provision in these rules and regulations is ruled invalid, the remainder of these rules and regulations shall remain in full force and effect.

#### **PROXY FORM ATTACHED.**

**ARCHITECTURAL IMPROVEMENT FORM - ATTACHED.**

**RENTER'S NOTIFICATION OF HOA FORM ATTACHED.**

## MEADOW OAKS HOA PROXY

I, \_\_\_\_\_, the homeowner at \_\_\_\_\_, will be unable to attend the upcoming homeowner's meeting scheduled for \_\_\_\_\_. In my absence from the meeting, this signed document serves as my proxy for voting rights. I grant the following Meadow Oaks homeowner, who will be in attendance at the meeting, the right to cast my vote.

## MEADOW OAKS TOWNHOUSE ASSOCIATION, INC.

### ARCHITECTURAL APPROVAL REQUEST

To protect each homeowner's rights and property values, the Meadow Oaks Townhouse Association, Inc.'s Declaration and Bylaws require that all exterior improvements be approved by the Association's Architectural Control Committee prior to the start of work on any planned improvements. To obtain approval, this form must be submitted to the Committee at the Association mailing address. Approval is required for any exterior maintenance work, improvement, or modification and for any interior modification that potentially affects the structural integrity of the townhouse unit.

Owner's Name: \_\_\_\_\_

Townhouse Unit Address: \_\_\_\_\_

Owner's Mailing Address, if different: \_\_\_\_\_

Planned Start Date: \_\_\_\_\_ Planned Completion Date: \_\_\_\_\_

Name & Address of Contractor(s): \_\_\_\_\_

\_\_\_\_\_  
Description of Planned Improvement: \_\_\_\_\_

**Meadow Oaks Homeowners Association**  
**Violations / Fine Schedule**

<b>Description</b>	<b>Cost</b>	<b>Duration</b>
<b>Landscaping/Yard Violations</b>		
1 <sup>st</sup> Offense	Warning/notice letter	Per 1 <sup>st</sup> Occurrence
2 <sup>nd</sup> Offense	100.00	Per 2 <sup>nd</sup> Occurrence
3 <sup>rd</sup> Offense	150.00	Per 3 <sup>rd</sup> Occurrence
Continuing or repeated violation	200.00	Per Occurrence
<b>Trash/Large Brush Pick-up Violations</b>		
1 <sup>st</sup> Offense	Warning/notice letter	Per 1 <sup>st</sup> Occurrence
2 <sup>nd</sup> Offense	50.00	Per 2 <sup>nd</sup> Occurrence
3 <sup>rd</sup> Offense	100.00	Per 3 <sup>rd</sup> Occurrence
Continuing or repeated violation	200.00	Per Occurrence
<b>Architectural Violations</b>		
1 <sup>st</sup> Offense	Warning /notice letter	Per 1 <sup>st</sup> Occurrence
2 <sup>nd</sup> Offense	500.00	Per 2 <sup>nd</sup> Occurrence
3 <sup>rd</sup> Offense	750.00	Per 3 <sup>rd</sup> Occurrence
Continuing or repeated violation	1,000.00	Per Occurrence
<b>Homeowners No Proof of Insurance Violations</b>		
1 <sup>st</sup> Offense	Warning/notice letter	Per 1 <sup>st</sup> Occurrence
2 <sup>nd</sup> Offense	100.00	Per 2 <sup>nd</sup> Occurrence
3 <sup>rd</sup> Offense	250.00	Per 3 <sup>rd</sup> Occurrence
Continuing or repeated violation	500.00	Per Occurrence
<b>Rental Violations</b>		
1 <sup>st</sup> Offense	500.00	Per 1 <sup>st</sup> Occurrence
2 <sup>nd</sup> Offense	1,000.00	Per 2 <sup>nd</sup> Occurrence
3 <sup>rd</sup> Offense	Prohibited from Renting the subject premises for five years.	
<b>Pool Rules &amp; Nonadherence Violations</b>		
1 <sup>st</sup> Offense	Warning/notice letter	Per 1 <sup>st</sup> Occurrence
2 <sup>nd</sup> Offense	100.00	Per 2 <sup>nd</sup> Occurrence
3 <sup>rd</sup> Offense	150.00	Per 3 <sup>rd</sup> Occurrence
Continuing or repeated violation	200.00	Per Occurrence
<b>Parking Violations</b>		
1 <sup>st</sup> Offense	Warning/notice letter	Per 1 <sup>st</sup> Occurrence
2 <sup>nd</sup> Offense	100.00	Per 2 <sup>nd</sup> Occurrence
3 <sup>rd</sup> Offense	150.00	Per 3 <sup>rd</sup> Occurrence
Continuing or repeated violation	200.00	Per Occurrence
<b>General Nuisance/Noxious/Disturbing of Peace</b>		
1 <sup>st</sup> Offense	Warning/notice letter	Per 1 <sup>st</sup> Occurrence
2 <sup>nd</sup> Offense	100.00	Per 2 <sup>nd</sup> Occurrence
3 <sup>rd</sup> Offense	150.00	Per 3 <sup>rd</sup> Occurrence
Continuing or repeated violation	200.00	Per Occurrence

**The Board retains the right to impose a lien on the property for unpaid funds owed to the association. If you have any questions, please contact the Board for clarification.**

### **RENTER'S NOTIFICATION OF HOA FORM**

I, \_\_\_\_\_, hereby acknowledge that on \_\_\_\_\_, I received a copy of the Rules and Regulations and Bylaws of the Meadow Oaks Townhouse Association, Inc. (“Meadow Oaks”) I have had an opportunity to review the Rules and Regulations and Bylaws, and I agree to be bound by all constraints that arise from the Bylaws and the Rules and Regulations. I am aware that Meadow Oaks is an HOA, and I agree to abide by all requirements set forth by the Meadow Oaks Townhouse Association, Inc.

---

Name

---

Date