

**NOTICE OF DEDICATORY INSTRUMENTS**  
*for*  
**TANGLEWOOD CIRCLE HOMEOWNERS ASSOCIATION, INC.**

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

The undersigned, being the Managing Agent for Tanglewood Circle Homeowners Association, Inc. ("Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code hereby certifies as follows:

1. Property: The Property to which the Notice applies is described as follows:
  - (a) Tanglewood Circle, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 359, Page 137 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
  
2. Restrictive Covenants: The description of the documents imposing restrictive covenants on the Property, the amendments to such documents, and the recording information for such documents are as follows:
  - a. Documents:
    - (1) Declaration of Covenants, Conditions, Restrictions and Easements for Tanglewood Circle.
  - b. Recording Information:
    - (1) Harris County Clerk's File No. R049537.
  
3. Dedicatory Instruments: In addition to the Dedicatory Instruments identified in Paragraph 2 above, the following documents are Dedicatory Instruments governing the Association:
  - a. Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items for Tanglewood Circle Homeowners Association, Inc.
  - b. Payment Plan Policy for Tanglewood Circle Homeowners Association, Inc.
  - c. Records Retention Policy for Tanglewood Circle Homeowners Association, Inc.
  - d. Open Records Policy for Tanglewood Circle Homeowners Association, Inc.
  - e. Article of Incorporation of Tanglewood Circle Homeowners Association, Inc.
  - f. Bylaws of Tanglewood Circle Homeowners Association, Inc.
  - g. Architectural Guidelines for Tanglewood Circle.

True and correct copies of such Dedicatory Instruments are attached to this Notice.

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This Notice is being recorded in the Official Public Records of Real Property of Harris County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Notice is true and correct and that the copies of the Dedicatory Instruments attached to this Notice are true and correct copies of the originals.

Executed on this 27 day of December, 2011.

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**TANGLEWOOD CIRCLE HOMEOWNERS ASSOCIATION, INC.**

By: Feld Realty Group, Managing Agent

[Signature]  
Jerry Feld

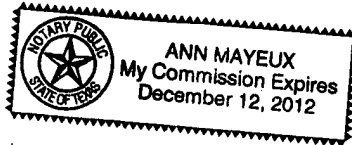
THE STATE OF TEXAS  
COUNTY OF HARRIS

§  
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BEFORE ME, the undersigned notary public, on this 27<sup>th</sup> day of December, 2011 personally appeared Jerry Feld of Feld Realty Group, Managing Agent for Tanglewood Circle Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

[Signature]  
Notary Public in and for the State of Texas

Return to:  
Butler | Halley  
8901 Gaylord Drive, Suite 100  
Houston, Texas 77024



209001

Stan Stewart  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

2011 DEC 30 PM 2:43

FILED

**GUIDELINES RELATING TO RAIN BARRELS AND RAIN HARVESTING SYSTEMS,  
SOLAR ENERGY DEVICES, STORM AND ENERGY EFFICIENT SHINGLES,  
FLAGS, AND RELIGIOUS ITEMS**

*for*  
**TANGLEWOOD CIRCLE HOMEOWNERS ASSOCIATION, INC.**

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

I, Chris A. Hingle, President of Tanglewood Circle Homeowners Association, Inc. (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 27 day of December, 2011, with at least a quorum of the Board being present and remaining throughout, and being duly authorized to transact business, the following Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items was duly approved by a majority vote of the members of the Board in attendance:

**RECITALS:**

1. Chapter 202 of the Texas Property Code was amended to add sections relating to rain barrels and rain harvesting systems, solar energy devices, storm and energy efficient shingles, flags, and religious items.
2. The amendments relating to solar energy devices, storm and energy efficient shingles, flags and religious items became effective on June 17, 2011 and the amendments relating to rain barrels and rain harvesting systems became effective on September 1, 2011.
3. The Board of Directors of the Association acting as the Association's Architectural Control Committee under the Declaration (as defined below) desires to adopt guidelines relating to rain barrels and rain harvesting systems, solar energy devices, storm and energy efficient shingles, flags, and religious items consistent with the applicable provisions in Chapter 202 of the Texas Property Code.

**GUIDELINES:**

**Section 1. Definitions.** Capitalized terms used in these Guidelines have the following meanings:

- 1.1. **ACC** - The Architectural Control Committee for Tanglewood Circle Homeowners Association, Inc.
- 1.2. **Declaration** - The Declaration of Covenants, Conditions, Restrictions and Easements for Tanglewood Circle a Subdivision in Harris County, Texas recorded in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File No. R049537 and any subsequent amendments and supplements.

- 1.3. **Dedictory Instrument (or dedicatory instrument)** - Each document governing the establishment, maintenance or operation of the properties within Tanglewood Circle, as more particularly defined in Section 202.001 of the Texas Property Code.
- 1.4. **Guidelines** - These Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items for Tanglewood Circle Homeowners Association, Inc.
- 1.5. **Tanglewood Circle** – Block One and Two Restricted Reserves of Tanglewood Circle, a subdivision in Harris County, Texas according to the map or plat thereof, recorded in Volume 359, Page 137 of the Map Records of Harris County, Texas and all amendments to and replats of said maps or plats, if any.

**Section 2. Rain Barrels and Rain Harvesting Systems.** Section 202.007 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits or restricts a property Owner from installing rain barrels or a rain harvesting system on the property Owner's Lot. However, Section 202.007 of the Texas Property Code further provides that a property owners' association is not required to permit a rain barrel or rainwater harvesting system to be installed on a Lot in particular circumstances or restricted from regulating rain barrels and rain harvesting devices in specified manners.

The following Guidelines shall be applicable to rain barrels and rain harvesting systems in Tanglewood Circle:

- 2.1. **ACC Approval.** In order to confirm the proposed rain barrel or rain harvesting device is in compliance with these Guidelines, Owners are encouraged to apply to the ACC for prior approval. The Association may require an Owner to remove a rain barrel or rain harvesting device that does not comply with requirements of these Guidelines.
- 2.2. **Location.** A rain barrel or rain harvesting system is not permitted on a Lot between the front of the residential dwelling on the Lot and an adjacent street.
- 2.3. **Color and Display.** A rain barrel or rain harvesting system is not permitted:
  - a. unless the color of the rain barrel or rain harvesting system is consistent with the color scheme of the residential dwelling on the Owner's Lot; or
  - b. if the rain barrel or rain harvesting system displays any language or other content that is not typically displayed by the rain barrel or rain harvesting system as it is manufactured.
- 2.4. **Regulations if Visible.** If a rain barrel or rain harvesting system is located on the side of the residential dwelling on the Lot or at any other location on the Lot that is visible from a street, another Lot, or a common area, the rain barrel or rain harvesting system must comply with the following regulations:
  - a. Rain Barrel:
    - (i) Size: A maximum height of forty-two (42) inches and a maximum capacity of fifty (50) gallons.

- (ii) Type: A rain barrel that has the appearance of an authentic barrel and is either entirely round or has a flat back to fit flush against a wall. A rain barrel must have a manufactured top or cap to prevent or deter the breeding of mosquitoes.
- (iii) Materials: Wood, metal, polyethylene or plastic resin designed to look like an authentic barrel in brown or other earthtone color.
- (iv) Screening: The rain barrel must be screened with evergreen landscaping to minimize its visibility from a street, another Lot, and common area, unless otherwise approved in writing by the ACC.
- (v) Downspout: The downspout which provides water to the rain barrel must be the same color and material as the gutters on the residential dwelling, if any. Further, the downspout must be vertical and attached to the wall against which the rain barrel is located.

- b. Rain Harvesting System: A rain harvesting system must collect and store the water underground. The portion of a rain harvesting system that is above-ground must appear to be a landscape or water feature. The above-ground portion of the rain harvesting system shall not extend above the surface of the ground by more than thirty-six (36) inches. The above-ground portion of the rain harvesting system must be screened with evergreen landscaping to minimize visibility from a street, another Lot, and common area, unless otherwise approved in writing by the ACC.

Provided that, the regulations in this Section 2.4 shall be applicable only to the extent that they do not prohibit the economic installation of the rain barrel or rain harvesting system on the Lot and there is a reasonably sufficient area on the Lot in which to install the rain barrel or rain harvesting system.

**Section 3. Solar Energy Devices.** Section 202.010 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits or restricts a property Owner from installing a solar energy device except as otherwise provided therein. As used in Section 202.010 of the Texas Property Code, "solar energy device" has the meaning assigned by Section 171.107 of the Tax Code, which defines the term as "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 power". The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power. Article VIII, Section 8.14 of the Declaration relating to solar energy devices is hereby superseded by this Section 3. Article VII, Section 7.2 of the "Architectural Guidelines for Tanglewood Circle" ("Architectural Guidelines") relating to solar energy devices is hereby deleted by this Section 3.

The following Guidelines shall be applicable to solar energy devices in Tanglewood Circle:

- 3.1. ACC Approval.** The installation of a solar energy device requires the prior written approval of the ACC. Provided that, the ACC may not withhold approval if these Guidelines are met or exceeded, unless the ACC determines in writing that placement of the device as proposed constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort

or annoyance to persons of ordinary sensibilities. The written approval of the proposed placement of the device by all Owners of property adjoining the Lot in question constitutes prima facie evidence that substantial interference does not exist.

- 3.2. Location.** A solar energy device is not permitted anywhere on a Lot except on the roof of the residential dwelling or other permitted structure on the Lot or in a fenced yard or patio within the Lot.
- 3.3. Devices Mounted on a Roof.** A solar energy device mounted on the roof of the residential dwelling or other permitted structure on a Lot:
- a. shall not extend higher than or beyond the roofline;
  - b. shall conform to the slope of the roof and have a top edge that is parallel to the roofline;
  - c. shall have frames, support brackets and/or visible piping or wiring that are silver, bronze or black tone, as commonly available in the marketplace; and
  - d. shall be located on the roof as designated by the ACC unless an alternate location increases the estimated annual energy production of the device by more than ten percent (10%) above the energy production of the device if located in the area designated by the ACC. For determining estimated annual energy production, the parties shall use a publicly available modeling tool provided by the National Renewable Energy Laboratory.
- 3.4. Visibility.** A solar energy device located in a fenced yard or patio shall not be taller than or extend above the fence enclosing the yard or patio.
- 3.5. Warranties.** A solar energy device shall not be installed on a Lot in a manner that voids material warranties.
- 3.6. Limitations.** A solar energy device is not permitted on a Lot if, as adjudicated by a court, it threatens the public health or safety or violates a law.

**Section 4. Storm and Energy Efficient Shingles.** Section 202.011 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits or restricts a property Owner from installing shingles that:

- a. are designed to:
  - (i) be wind and hail resistant;
  - (ii) provide heating and cooling efficiencies greater than those provided by customary composition shingles; or
  - (iii) provide solar generation capabilities; and
- b. when installed:
  - (i) resemble the shingles used or otherwise authorized for use on property in the subdivision;

- (ii) are more durable than and are of equal or superior quality to the shingles described below; and
- (iii) match the aesthetics of the property surrounding the Owner's property.

**4.1. ACC Approval.** In order to confirm the proposed shingles conform to the foregoing Guidelines, Owners are encouraged to apply to the ACC for prior approval. The Association may require an Owner to remove shingles that do not comply with these Guidelines and Declaration.

**4.2. Regulations.** Article VIII, Section 8.08 of the Declaration requires roofing materials to be as follows:

Roofs of all residences shall be constructed so that the exposed material is minimum 300# composition shingles of a GAF Timberline type and design, or such other material which is compatible in quality and appearance as may be approved by the ACC. Wood shingles of any type are prohibited on any residence, building or structure.

Additionally, Article 7, Section 7.01 of the Architectural Guidelines requires roofing materials to be as follows:

A sample of the proposed shingle to be placed on any existing roof of any new improvement must be attached to each application submitted to the ACC. The ACC shall maintain a chart depicting examples of the acceptable type, quality and color of roofing materials for homes and other improvements within the subdivision. The color of roofing material must not only be an earthtone, but also an acceptable shade of an earthtone color.

Accordingly, when installed, storm and energy efficient shingles must resemble, be more durable than, and be of equal or superior quality to the types of shingles otherwise required or authorized for use in Tanglewood Circle as set forth above. In addition, the storm or energy efficient shingles must match the aesthetics of the Lots surrounding the Lot in question.

**Section 5. Flags.** Section 202.011 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits, restricts, or has the effect of prohibiting or restricting a flag of the United States of America, the flag of the State of Texas, or an official or replica flag of any branch of the United States armed forces, except as otherwise provided therein.

The following Guidelines shall be applicable to flagpoles and the three (3) types of flags listed in Section 202.011 of the Texas Property Code:

**5.1. ACC Approval.** Above-ground flagpoles, flagpole stands and/or footings and illumination under Section 5.6 proposed to be placed in front of the front building setback line for a Lot or outside of any other recorded setbacks must be approved by the ACC. In order to confirm a proposed flagpole conforms to the following standards, Owners are encouraged to apply to the ACC for prior approval for all other flagpoles (freestanding or attached). The Association may require an Owner to remove flagpoles, flagpole footings, or flags that do not comply with these Guidelines.

**5.2. Flag of the United States.** The flag of the United States must be displayed in accordance with applicable provisions of 4 U.S.C. Sections 5-10, which address, among other things, the time and occasions for display, the position and manner of display, and respect for the flag.

**5.3. Flag of the State of Texas.** The flag of the State of Texas must be displayed in accordance with applicable provisions of Chapter 3100 of the Texas Government Code, which address, among other things, the orientation of the flag on a flagpole or flagstaff, the display of the flag with the flag of the United States, and the display of the flag outdoors.

**5.4. Flagpoles.**

- a. Not more than one (1) freestanding flagpole or flagpole attached to the residential dwelling or garage (on a permanent or temporary basis) is permitted on a Lot, which may not exceed five inches (5") in diameter, without the approval of the ACC.
- b. A freestanding flagpole shall not exceed twenty (20) feet in height, measured from the ground to the highest point of the flagpole.
- c. A flagpole attached to the residential dwelling or garage shall not exceed six (6) feet in length.
- d. A flagpole, whether freestanding or attached to the residential dwelling or garage, must be constructed of permanent, long-lasting materials with a finish appropriate to materials used in the construction of the flagpole and harmonious with the residential dwelling on the Lot on which it is located.
- e. A flagpole shall not be located in an easement or encroach into an easement.
- f. A freestanding flagpole shall not be located nearer to a property line of the Lot than the applicable setbacks as either shown on the recorded plat or as set forth in the Declaration. Provided, however, on a case-by-case basis (depending on the size and configuration of the Lot) a freestanding flagpole may be located in front of the front building setback line for a Lot, if approved by the ACC.
- g. A flagpole must be maintained in good condition; a deteriorated or structurally unsafe flagpole must be repaired, replaced or removed.
- h. An Owner is prohibited from locating a flagpole on property owned or maintained by the Association.
- i. A freestanding flagpole must be installed in accordance with the manufacturer's guidelines and specifications.
- j. If the footing and/or stand for a freestanding flagpole extends above the surface of the ground, the ACC may require the installation of landscaping to screen the stand and/or footing from view.

**5.5. Flags.**

- a. Only the three (3) types of flags addressed in this Section shall be displayed on a freestanding flagpole. Other types of flags may be displayed on a wall-



mounted flagpole as otherwise provided in architectural guidelines adopted by the Association or as otherwise permitted by the Association.

- b. Not more than two (2) of the permitted types of flags shall be displayed on a flagpole at any given time.
- c. The maximum dimensions of a displayed flag on a freestanding flagpole that is less than fifteen (15) feet in height or on a flagpole attached to the residential dwelling or garage shall be three (3) feet by five (5) feet.
- d. The maximum dimensions of a displayed flag on a freestanding flagpole that is fifteen (15) feet in height or greater is four (4) feet by six (6) feet.
- e. A displayed flag must be maintained in good condition; a deteriorated flag must be replaced or removed.
- f. A flag must be displayed on a flagpole. A flag shall not be attached to the wall of the residential dwelling or other structure on a Lot or a fence, or be displayed in a window of the residential dwelling or other structure on a Lot.

**5.6. Illumination.** Illumination of a flag is permitted but the lighting must be in-ground and have a maximum of 150 watts, unless otherwise provided by the ACC. High intensity lighting such as mercury vapor, high pressure sodium, or metal halide is not permitted. The lighting is required to be compatible with exterior lighting within the subdivision and appropriate for a residential neighborhood. Lighting used to illuminate a flag shall be positioned in a manner so that the lighting is not directed toward an adjacent Lot or a street adjacent to the Lot and does not otherwise unreasonably affect an adjacent Lot.

**5.7. Noise.** An external halyard on a flagpole is required to be securely affixed to the flagpole so that it is not moved by the wind and thereby permitted to clang against the flagpole.

**Section 6. Religious Items.** Section 202.018 of the Texas Property Code provides that a property owners' association may not enforce or adopt a restrictive covenant that prohibits a property Owner or resident from displaying or affixing on the entry to the Owner's or resident's dwelling one or more religious items, the display of which is motivated by the Owner's or resident's sincere religious belief, except as otherwise provided therein. Section 202.001(4) of the Texas Property Code defines "restrictive covenant" to mean any covenant, condition, or restriction contained in a dedicatory instrument.

The following Guidelines shall be applicable to the display of religious items in Tanglewood Circle:

- 6.1. ACC Approval.** As authorized by the Declaration and, therefore, allowed by Section 202.018(c) of the Texas Property Code any alteration to the entry door or door frame must first be approved by the ACC.
- 6.2. Location.** Except as otherwise provided in this Section, a religious item is not permitted anywhere on a Lot except on the entry door or door frame of the residential dwelling. A religious item shall not extend past the outer edge of the door frame.

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- 6.3. Size.** The religious item(s), individually or in combination with each other religious item displayed or affixed on the entry door or door frame, shall not have a total size of greater than twenty-five (25) square inches.
- 6.4. Content.** A religious item shall not contain language, graphics, or any display that is patently offensive to persons of ordinary sensibilities.
- 6.5. Limitation.** A religious item shall not be displayed or affixed on an entry door or door frame if it threatens the public health or safety or violates a law.
- 6.6. Color of Entry Door and Door Frame.** Article VIII, Section 8.15 of the Declaration provides:

Unless otherwise approved by the ACC, all residences must be painted or repainted in a color used in the original construction of residences within the Subdivision.

Additionally, Article 5 of the Architectural Guidelines provides colors used shall be earthtone.

An Owner or resident is not permitted to use a color for an entry door or door frame of the Owner's or resident's residential dwelling or change the color of an entry door or door frame that is not authorized by the ACC.

- 6.7. Other.** Notwithstanding the above provisions: (i) the ACC shall have the authority to allow a religious statue, such as by way of example and not in limitation, a statue of St. Francis of Assisi or other religious item in a landscape bed or other portion of a Lot, and (ii) these Guidelines shall not prohibit or apply to temporary seasonal decorations related to religious holidays.

In the event any provision in these Guidelines conflicts or is inconsistent with a provision in the Declaration or Architectural Guidelines, the provision in these Guidelines shall control.

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

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**PAYMENT PLAN POLICY**  
*for*  
**TANGLEWOOD CIRCLE HOMEOWNERS ASSOCIATION, INC.**

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THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

I, Chris A. Hingle, President of Tanglewood Circle Homeowners Association, Inc. (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 27 day of December, 2011, with at least a quorum of the board members being present and remaining throughout, and being duly authorized to transact business, the following Payment Plan Policy was duly approved by a majority vote of the members of the Board:

**RECITALS:**

1. Chapter 209 of the Texas Property Code was amended to add Section 209.0062 to require property owners' associations to adopt reasonable guidelines to establish an alternative payment schedule by which an Owner may make partial payments for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties.
2. The new law relating to alternative payment schedules (i.e., payment plans) becomes effective on January 1, 2012.
3. The Board of Directors of the Association desires to adopt a payment plan policy consistent with the provisions of Section 209.0062 of the Texas Property Code.

**POLICY:**

It is the policy of the Association to provide an alternative payment schedule by which an Owner may make payments to the Association for delinquent regular or special assessments or other amounts owed to the Association without accruing additional monetary penalties, as follows:

1. **Applicability.** This policy only applies to delinquent regular assessments, special assessments or other amounts owed the Association prior to the debt being turned over to a "collection agent" as that term is defined by Section 209.0064 of the Texas Property Code.
2. **Term.** The term for a payment plan offered by the Association shall be a maximum of three (3) months, with the payments being equal payments of one-third (1/3<sup>rd</sup>) of the original delinquency.
3. **Payment Plan Agreement.** The Owner shall be obligated to execute a payment plan agreement ("Payment Plan Agreement") which sets forth the total amount to be paid, the term of the payment plan, the due date for and amount of each payment, and the address to which payments are to be mailed or delivered. A payment plan shall not be effective until the Owner executes the required Payment Plan Agreement.

**4. Sums Included in Plan.** The payment plan shall include all delinquent regular and/or special assessments and other sums owed to the Association as of the effective date of the Payment Plan Agreement. The payment plan shall not include any assessments which have not become due and payable to the Association as of the effective date of the Payment Plan Agreement. The Payment Plan Agreement shall provide that any assessments or other valid charges that become due and payable to the Association per the dedicatory instruments of the Association during the term of the payment plan must be paid in a timely manner.

**5. Grace Period.** There will be a grace period of three (3) business days from the due date for a payment. If a payment is not received at the address set forth in the Payment Plan Agreement by the close of business on the third (3<sup>rd</sup>) business day following the date on which the payment is due, the Owner shall be deemed to be in default of the Payment Plan Agreement.

**6. Administrative Costs and Interest.** The Association shall add to the delinquent assessments and other amounts owed to the Association to be paid in accordance with the Payment Plan Agreement reasonable costs for administering the payment plan, as follows: \$35.00 for the preparation of a Payment Plan Agreement and \$10.00 for receiving, documenting and processing each payment. During the term of the payment plan, interest at the rate provided in the Declaration or by law shall continue to accrue on delinquent assessments.

**7. Monthly Penalties.** During the term of the payment plan, the Association shall not impose any monetary penalties with respect to the delinquent assessments and other charges included in the payment plan, except as provided in Section 6. Monetary penalties include late charges and fees otherwise charged by the management company and/or Association and added to the Owner's account as a result of the account being delinquent, if any.

**8. Default.** If an Owner fails to make a payment to the Association by the end of the grace period applicable to the due date for that payment, the Owner shall be in default of the Payment Plan Agreement, at which point the Payment Plan Agreement shall automatically become void. The Association may notify the Owner that the Payment Plan Agreement is void as a result of the Owner's default, but notice to the Owner shall not be a prerequisite for the Payment Plan Agreement to become void. If the Association receives a payment after the expiration of the grace period and before the Association notifies the Owner that the Payment Plan Agreement is void, the Association may accept the payment and apply it to the Owner's account. The acceptance of a payment made by an Owner after the Payment Plan Agreement has become void shall not reinstate the Payment Plan Agreement.

**9. Owners Not Eligible for a Payment Plan.** The Association is not required to enter into a payment plan with an Owner who failed to honor the terms of a previous payment plan during the two (2) years following the Owner's default under the previous payment plan.

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing Payment Plan Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

TO CERTIFY which witness my hand this the 27 day of December, 2011.

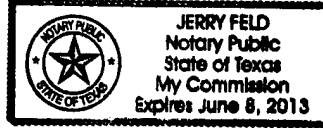
**TANGLEWOOD CIRCLE HOMEOWNERS  
ASSOCIATION, INC.**

By: [Signature]  
Chris A. Hingle, President

THE STATE OF TEXAS           §  
  §  
COUNTY OF Harris       §

BEFORE ME, the undersigned notary public, on this 27 day of December 2011 personally appeared Chris A. Hingle, President of Tanglewood Circle Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

[Signature]  
Notary Public in and for the State of Texas



Return to:  
Butler | Hailey  
8901 Gaylord, Suite 100  
Houston, Texas 77024  
207997

222-5-0000-43-2223

**RECORDS RETENTION POLICY**  
*for*  
**TANGLEWOOD CIRCLE HOMEOWNERS ASSOCIATION, INC.**

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THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

I, Chris A. Hingle, President of Tanglewood Circle Homeowners Association, Inc. (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 27 day of December, 2011, with at least a quorum of the board members being present and remaining throughout, and being duly authorized to transact business, the following Records Retention Policy was duly approved by a majority vote of the members of the Board:

**RECITALS:**

1. Chapter 209 of the Texas Property Code was amended to add Section 209.005(m) requiring property owners' associations to adopt a records retention policy and to set forth minimum retention periods for particular types of documents.
2. The new law becomes effective on January 1, 2012.
3. The Board of Directors of the Association desires to adopt a records retention policy consistent with the new law.

**POLICY:**

It is the policy of the Association to retain the records of the Association listed below for the periods of time set forth below. Provided, however, at the option of the Board of Directors, documents may be retained for a longer period of time. The Association is not required to retain any other records. As used herein, "records" means documents originated or obtained by the Association in connection with its operations, whether a paper document or a document in electronic form. To the extent that the Association does not currently have copies of Association records for the time periods described in this policy, this policy shall only be applicable to Association records created after the date this policy is adopted.

**1. Retention Periods.**

<b>Record Description</b>	<b>Record Retention Period</b>
a) Financial records (including budgets, financial reports, bank records, and paid invoices)	Seven (7) years
b) Account records (including records relating to assessments and other sums owed and paid to the Association and records relating to violations of any dedicatory instrument of the Association)	Five (5) years

2022-2023

of current owners	
c) Account records (including records relating to assessments and other sums owed and paid to the Association and records relating to violations of any dedicatory instrument of the Association) of former owners	One (1) year after the former owner ceases to own a lot in the subdivision
d) Contracts	Four (4) years after expiration or termination of the contract
e) Minutes of meetings of the Board of Directors	Seven (7) years
f) Minutes of meetings of the members	Seven (7) years
g) Federal tax returns	Seven (7) years
h) State tax returns, if any	Seven (7) years
i) Audit reports	Seven (7) years
j) Certificate of Formation and Bylaws of the Association and all amendments; Declaration of Covenants, Conditions and Restrictions for each section within the subdivision and all amendments and supplements to each Declaration; annexation documents; and deeds conveying real property to the Association	Permanently
k) Other dedicatory instruments of the Association not listed in (j), above, including, without limitation, Architectural Guidelines, Rules and Regulations and Policies	One (1) year after the date the document is rescinded or superseded by another document
l) Minutes and reports of committees	Seven (7) years
m) Insurance policies	Four (4) years after expiration or termination of the policy
n) Insurance claims and related documents	Four (4) years after the claim is resolved
o) Personnel records, excluding payroll records	Permanently
p) Payroll records	Five (5) years after the date of termination of employment
q) Reserve study	For the period of time covered by the study, plus two (2) years
r) Legal opinions issued by counsel for the Association	Permanently





**OPEN RECORDS POLICY**  
**for**  
**TANGLEWOOD CIRCLE HOMEOWNERS ASSOCIATION, INC.**

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

I, Chris A. Hingle, President of Tanglewood Circle Homeowners Association, Inc. (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 27 day of December, 2011, with at least a quorum of the board members being present and remaining throughout, and being duly authorized to transact business, the following Open Records Policy was duly approved by a majority vote of the members of the Board:

**RECITALS:**

1. Chapter 209 of the Texas Property Code was amended to amend Section 209.005 to set forth open records procedures and to require property owners' associations to adopt and record open records policies consistent with the procedures set forth in the statute.
2. The new law relating to open records becomes effective on January 1, 2012.
3. The Board of Directors of the Association desires to adopt an open records policy consistent with the provisions of Section 209.005 of the Texas Property Code.

**POLICY:**

It is the policy of the Association to make the books and records of the Association, including financial records, open to and reasonably available for examination by an Owner, or a person designated in a writing signed by the Owner as the Owner's agent, attorney, or certified public accountant (the "Owner's Representative") in accordance with the following provisions:

1. **Request.** An Owner or the Owner's Representative must submit a written request for access or information. The written request must:
  - a. be sent by certified mail to the mailing address of the Association or to the authorized representative of the Association as reflected on the most current Management Certificate of the Association filed of record in accordance with Section 209.004 of the Texas Property Code;
  - b. describe with sufficient detail the books and records of the Association that are requested; and
  - c. state whether the Owner or the Owner's Representative elects to inspect the requested books and records before obtaining copies or have the Association forward copies of the requested books and records.
2. **Election to Inspect.** If an inspection is requested, the Association shall send written notice to the Owner or the Owner's Representative of dates during normal business hours that the Owner or the Owner's Representative may inspect the requested books and records. Such written notice shall be sent on or before the tenth (10<sup>th</sup>) business day after the date the Association receives the request, unless the Association sends a notice to the Owner or Owner's Representative in accordance with Section 4 below.

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3. **Election to Obtain Copies.** If copies of the identified books and records are requested, the Association shall produce copies of the requested books and records on or before the tenth (10<sup>th</sup>) business day after the date the Association receives the request, unless the Association sends a notice to the Owner or Owner's Representative in accordance with Section 4.

4. **Inability to Produce Records Within 10 Days.** If the Association is unable to produce requested books and records on or before the tenth (10<sup>th</sup>) business day after the date the Association receives the request, the Association shall provide written notice to the Owner or the Owner's Representative that:

- a. informs the Owner or the Owner's Representative that the Association is unable to produce the requested books and records on or before the tenth (10<sup>th</sup>) business day after the date the Association received the request; and
- b. states a date by which the requested books and records will be sent or made available for inspection, which date shall not be later than the fifteenth (15<sup>th</sup>) business day after the date such notice is given.

5. **Extent of Books and Records.** The Association shall produce books and records requested by an Owner or an Owner's Representative to the extent those books and records are in the possession, custody or control of the Association.

6. **Time of Inspection; Copies.** If an inspection of books and records is requested or required, the inspection shall take place at a mutually agreed upon time during normal business hours. At the inspection, the Owner or the Owner's Representative shall identify the books and records to be copied and forwarded. The Association shall thereafter make copies of such books and records at the cost of the Owner and forward them to the Owner or the Owner's Representative.

7. **Format.** The Association may produce books and records requested by an Owner or an Owner's Representative in hard copy, electronic or other format reasonably available to the Association.

8. **Costs.** The Association may charge an Owner for the compilation, production or reproduction of books and records requested by the Owner or the Owner's Representative, which costs may include all reasonable costs of materials, labor, and overhead. Costs will be billed at the rates established by Title 1 of the Texas Administrative Code, Section 70.3 ("Section 70.3"), as same may be amended from time-to-time. As of the date of this Policy, the rates set forth below are established by Section 70.3. Should the rates set forth in Section 70.3 ever be different than in this policy (either through amendment or error by this policy) the then current rates set forth in Section 70.3 shall control.

Labor for locating, compiling and reproducing records*	\$15.00 per hour
Copies (8½ x 11 and 8½ x 14)	\$0.10 per page
Oversize paper copies (11 x 17, greenbar and bluebar)	\$0.50 per page

\* No labor will be charged if there are 50 or fewer pages unless the documents are in 2 or more separate buildings not physically connected to each other or in a remote storage facility.

Specialty papers (blue print and maps)	actual cost
Diskette	\$1.00
Magnetic tape or data or tape cartridge	actual cost
CD	\$1.00
DVD	\$3.00
VHS video cassette	\$2.50
Audio cassette	\$1.00
Other	At the rate provided for in Section 70.3

**9. Advance Payment of Estimated Costs.** The Association shall estimate the costs of compiling, producing and reproducing books and records requested by an Owner or an Owner's Representative on the basis of the rates set forth in Section 8 above. The Association may require advance payment of the estimated costs of compiling, producing and reproducing the requested books and records.

**10. Actual Costs.**

- 10.1. If the actual costs of compiling, producing and reproducing requested books and records are less than or greater than the estimated costs, the Association shall submit a final invoice to the Owner on or before the thirtieth (30<sup>th</sup>) business day after the date the requested books and records are delivered.
- 10.2. If the final invoice includes additional amounts due from the Owner, the Owner shall be required to pay the additional amount to the Association before the thirtieth (30<sup>th</sup>) business day after the date the invoice is sent to the Owner.
- 10.3. If the final invoice indicates that the actual costs are less than the estimated costs, the Association shall refund the excess amount paid by the Owner not later than the thirtieth (30<sup>th</sup>) business day after the date the invoice is sent to the Owner.
- 10.4. If the Owner fails to pay to the Association the additional amounts shown in the final invoice in accordance with Subsection 10.1 above, the Association may add the additional amount to the Owner's assessment account as an assessment.

**11. Books and Records Not Required to be Produced.**

- 11.1. Unless an Owner whose records are the subject of a request provides express written approval to the Association or unless a court order is issued directing either the release of books and records or that books and records be made available for inspection, the Association is not required to release or allow inspection of books and records that:
  - a. identify the history of violations of dedicatory instruments of an individual Owner;
  - b. disclose an Owner's personal financial information, including records of payment or nonpayment of amounts due the Association;

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- c. disclose an Owner's contact information, other than the Owner's address; or
- d. disclose information related to an employee of the Association, including personnel files.

11.2. The Association is also not required to release or allow inspection of ballots cast in an election or removal of Directors, except as required by a recount procedure in accordance with Section 209.0057 of the Texas Property Code.

11.3. In addition, information may be released in an aggregate or summary manner that will not identify an individual property Owner.

**12. Business Day.** As used in this policy, "business day" means a day other than a Saturday, Sunday or state or federal holiday.

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing Open Records Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

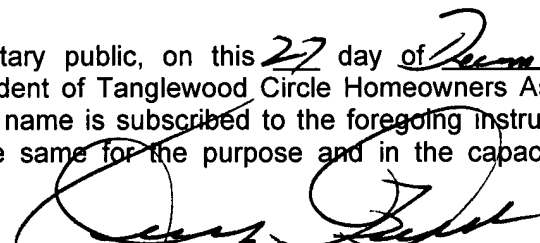
TO CERTIFY which witness my hand this the 27 day of December, 2011.

**TANGLEWOOD CIRCLE HOMEOWNERS  
ASSOCIATION, INC.**

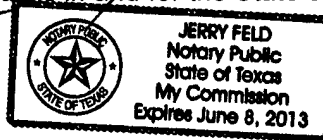
By:   
Chris A. Hingle, President

THE STATE OF TEXAS §  
COUNTY OF Harris §

BEFORE ME, the undersigned notary public, on this 27 day of December, 2011 personally appeared Chris A. Hingle, President of Tanglewood Circle Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

  
Notary Public in and for the State of Texas

Return to:  
Butler | Hailey  
8901 Gaylord, Suite 100  
Houston, Texas 77024



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FILED  
In the Office of the  
Secretary of State of Texas

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Corporations Section

ARTICLES OF INCORPORATION  
OF  
TANGLEWOOD CIRCLE HOMEOWNERS ASSOCIATION, INC.

The undersigned natural persons of the age of eighteen (18) years or more, a citizen of the State of Texas and United States and acting incorporator of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I  
Corporate Name

The name of the corporation is TANGLEWOOD CIRCLE HOMEOWNERS ASSOCIATION, INC., hereinafter sometimes called the "Association."

ARTICLE II  
Legal Status

The Association is a nonprofit corporation organized pursuant to the Texas Non-Profit Corporation Act.

ARTICLE III  
Duration

The period of duration of the Association is perpetual.

ARTICLE IV  
Purposes

The purposes for which the Association is organized are to administer the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TANGLEWOOD CIRCLE, filed for record under County Clerk's File No. R049537, Official Public Records of Real Property of Harris County, Texas, as same may be amended from time to time ("Declaration"), which affects Tanglewood Circle, a subdivision in Harris County, Texas, according to the map or plat describing that certain property more particularly described as 1.7035 Acres of Lot 12, out of Post Oak Gardens, Section Two, a Subdivision in the Charles Sage Survey, A-697, Recorded in Volume 20, page 36 of the Harris County Map Records, further subdivided on May 19, 1994, as the certain one (1) Block designated as Block One and Two (2) Restricted Reserves of Tanglewood Circle, according to the map or plat thereof, recorded under Harris County Clerk's Film Code No. 359-137 of the Map Records of Harris County, Texas and any replats thereof heretofore and henceforth filed of record in the Official Public Records of Real Property of Harris County, Texas ("Tanglewood Circle"), and reference being hereby made thereto for all purposes; to provide architectural control within Tanglewood

Circle, to provide for the acquisition, construction, management, maintenance, operation and care of property as provided in the Declaration and, in general, to promote and foster civic pride and high standards of property ownership, development and maintenance in Tanglewood Circle and any addition or additions thereto as may hereafter be brought within the jurisdiction of the Association, and for such purposes to:

(a) collect the annual maintenance charges, to administer the Maintenance Fund (as defined in the Declaration), to provide for the maintenance, repair, preservation, upkeep and protection of the property in Tanglewood Circle, and, in general, to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, which the Association is not precluded by law to exercise and perform; and

(b) control the construction, reconstruction or alteration of any building or other improvement to be erected, maintained or altered upon any lot, tract, parcel, site or reserve in Tanglewood Circle, which lot, tract, parcel, site or reserve is subject to the architectural control of this Association by virtue of the Declaration, such control to be administered according to the criteria or standards, and within the limitations, imposed by the Declaration; and

(c) cause to be enforced (i) the restrictions and covenants imposed upon all or part of Tanglewood Circle by the Declaration, and (ii) the restrictions and covenants, if any, legally imposed hereafter upon Tanglewood Circle by deed or otherwise; and

(d) to acquire (by gift, deed, lease or otherwise), own, hold, improve, operate, maintain, sell, lease, convey, dedicate for public use, otherwise dispose of and/or alienate real and personal property as the Association may deem necessary or appropriate and/or as provided in the Declaration;

(e) to borrow money, and mortgage, pledge or otherwise encumber, alienate or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred to conduct the lawful affairs of the Association;

(f) to have and exercise any and all powers, rights and privileges which a corporation organized and existing under the Texas Non-Profit Corporation Act may by law now or hereafter have and exercise;

PROVIDED, HOWEVER, any of the foregoing provisions of this Article IV to the contrary notwithstanding, the Association is organized and shall be operated exclusively for civic and community service and other nonprofit purposes, and no part of any net earnings or other assets of this Association shall inure to the benefit of any member of the Association or any owner in Tanglewood Circle.

ARTICLE V  
Initial Registered Office and Agent

The street address of the initial registered office of the Association is 5177 Richmond, Suite 1166, Houston, Texas, 77056, and the name of its initial registered agent at such address is Frank M. K. Liu.

ARTICLE VI  
Initial Board of Directors; Incorporator

The number of directors constituting the initial Board of Directors is three (3), and the names and addresses of the persons who are to serve as the initial directors are:

NAME	ADDRESS
Richard Warne	5177 Richmond, Suite 1166, Houston, Texas 77056
Dan Bedwell	5177 Richmond, Suite 1166, Houston, Texas 77056
Elaine Moore	5177 Richmond, Suite 1166, Houston, Texas 77056

The name and street address of the incorporator is:

NAME	ADDRESS
Frank M. K. Liu	5177 Richmond, Suite 1166, Houston, Texas 77056

ARTICLE VIII  
Membership

Every Person who is the record owner of a fee simple title or undivided fee simple title interest in any Lot that is subject to the Declaration shall be deemed to have a membership in the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate any Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot.



Membership shall be appurtenant to and may not be separated from ownership of any Lot, and shall automatically pass with the title to the Lot.

ARTICLE IX  
Voting Rights of Members

A. Development Period: During the "Development Period" as defined in the Declaration there shall be two (2) classes of membership entitled to voting rights in the Association which shall be as follows:

(i) Class A: All Members in the Association, other than the Declarant, shall be considered Class A Members. Class A Members shall have no voting rights until termination of the Development Period.

(ii) Class B: Class B Members shall be those individuals or entities who are defined in the Declaration as "Declarant", and for each Lot owned they shall be entitled to three (3) votes on each matter coming before the Members.

B. Post-Development Period: Upon termination of the Development Period, any remaining Class B membership shall automatically convert to Class A membership, and thereafter there shall be only one (1) class of voting membership.

C. Multiple Owners: When more than one Person holds an ownership interest in a Lot, all such Persons shall be Members, but in no event shall they be entitled to more than one (1) vote with respect to that particular Lot. When more than one Person holds an ownership interest in a Lot, the vote of all such joint Owners shall be exercised and controlled as provided in the Declaration.

D. Cumulative Voting Prohibited: Cumulative voting shall not be permitted as to any matter placed before the membership for a vote, including election of Directors.

E. Suspension of Voting Rights: Voting rights of any Member may be suspended for breach of the Governing Documents as therein provided.

ARTICLE X  
Dissolution

The conditions and regulations of membership shall be determined and fixed by these Articles of Incorporation and by the Bylaws; PROVIDED, HOWEVER, that no part of the net earnings

of the Association shall ever be distributed or shall otherwise inure to the benefit of any member (or any owner in Tanglewood Circle); and FURTHER, PROVIDED, that in the event of the liquidation, dissolution or winding up of the Association, whether voluntary or involuntary, the directors shall dispose of all property and assets of the Association, including, without limitation, all undistributed income earned thereon, after the payment, satisfaction and discharge of all liabilities and obligations of the Association, or the making of adequate provision therefor in such manner as they, in the exercise of their absolute discretion, and by majority vote, shall determine; however, such disposition shall be exclusively in the furtherance of the purposes for which the Association is formed, and the property and the assets of the Association shall not accrue to the benefit of any officer, director, member, or any individual having a personal or private interest in the affairs of the Association or any organization which engages in any activity in which the Association is precluded from engaging.

#### ARTICLE XI

#### Limitation of Liability, Indemnification

A. General. Except for intentional misconduct, knowing violation of the law, or as otherwise provided by the Texas Non-Profit Corporation Act (including Article 1396-2.22A thereof, as amended), no Director of the Association shall be liable to the Association or its Members, and the Association shall not be liable to any Member, for monetary damages or otherwise for any act or omission in the Director's capacity as a Director or any act or omission of the Association within the scope, of its purposes. The Association shall indemnify and keep indemnified any Director or former Director to the fullest extent necessary to accomplishment of the foregoing and to the fullest extent allowed by law, and hold any such Director or former Director harmless from and against all claims, demands, suits, judgments, court costs, attorney's fees, attachments and any and all other legal action or proceedings whatsoever as contemplated thereby. All provisions of this Article XI shall also apply to the incorporator herein named, to any officer or former officer of the Association, and to all Association committees and members thereof.

B. Liability Arising From Conduct of Owner. Each Owner, and each Owner's tenants, shall indemnify and keep indemnified, and hold harmless, the Association, and its officers, Directors, servants, agents and employees from and against all claims, damages, suit, judgments, court costs, attorney's fees, attachments and any and all other legal actions or proceedings whatsoever caused or arising, directly or indirectly, through the willful or negligent act or omission of an Owner, the Owner's tenants, or the family, guests, invitees, servants, agents or employees of either.

C. Additional and/or Subsequent Authority. To the fullest


extent provided in other "Governing Documents" as that term is defined in the Declaration, and if the Texas Non-Profit Corporation Act, Texas Miscellaneous Corporation Laws Act, Chapter 84 of the Texas Civil Practice and Remedies Code, or any other statute is enacted, construed or amended subsequently to the filing of these Articles of Incorporation to further eliminate or limit liability or further authorize indemnification than as authorized, permitted or required by this Article XI, then such liability shall be eliminated or limited and such right to indemnification shall be expanded to the full extent permitted by such other Governing Documents or by such statutory enactment, construction or amendment.

D. No Impairment. Any repeal or modification of this Article by the Members of the Association or otherwise shall not adversely affect any right or protection existing at the time of such repeal or modification.

ARTICLE XII  
Amendment

These Articles of Incorporation may be amended from time to time, in any and as many respects as may be desired, as provided in the Texas Non-Profit Corporation Act.

IN WITNESS WHEREOF, I have set my hand this 26 day of September, 1994.

  
FRANK M.K. LIU, Incorporator

BYLAWS  
OF  
TANGLEWOOD CIRCLE  
HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

OFFICES

SECTION ONE: Principal Office

The principal office of the Tanglewood Circle Homeowners Association, Inc. (hereinafter sometimes called the "Association") in the State of Texas shall be located at 5177 Richmond, Suite 1166, Houston, Texas 77056.

SECTION TWO: Other Offices

The Association may have such other offices, either within or without the County of Harris, State of Texas, as the Board of Directors may determine or as the affairs of the Association may require from time to time.

ARTICLE II

MEMBERS

SECTION ONE: Members

A. Every Owner shall be a member of the Association. For all purposes hereof, the term "Owner" shall have the meaning designated in that certain Declaration of Covenants, Conditions and Restrictions and Grant of Easements for Tanglewood Circle, a subdivision in Harris County, Texas, filed for record under County Clerk's File No. R049537, Official Public Records of Real Property of Harris County, Texas, as amended from time to time ("Declaration"), and reference is hereby made to the Declaration for all purposes. Upon verification of the qualifications established herein, membership shall be automatic.

B. No member of the Association shall have any right or interest in the assets of the Association, including, without limitation, any right to distribution of assets in the event of the liquidation, dissolution or winding up of the Association, whether voluntary or involuntary.

SECTION TWO: Voting Rights

A. Development Period: Notwithstanding anything herein to the contrary, during the "Development Period" as defined in the Declaration there shall be two (2) classes of membership entitled to voting rights in the Association which shall be as follows:

- (1) Class A: All Members in the Association, other than

the Declarant, shall be considered Class A non-voting Members.

(ii) Class B: Class B Members shall be those individuals or entities who are defined in the Declaration as "Declarant", and for each Lot owned they shall be entitled to three (3) votes on each matter coming before the Members.

B. Post-Development Period: Upon termination of the Development Period, any remaining Class B membership shall automatically convert to Class A membership, and thereafter there shall be only one (1) class of voting membership. Upon termination of the Development Period, all Class A Members shall be entitled to one (1) vote for each Building Site owned on each matter coming before the Members unless their voting rights have been suspended.

C. Multiple Owners: When more than one Person holds an ownership interest in a Lot, all such Persons shall be Members, but in no event shall they be entitled to more than one (1) vote with respect to that particular Lot. When more than one Person holds an ownership interest in a Lot, the vote of all such joint Owners shall be exercised and controlled as provided in the Declaration.

D. Cumulative Voting Prohibited: Cumulative voting shall not be permitted as to any matter placed before the membership for a vote, including election of Directors.

E. Suspension of voting Rights: Voting rights of any Member may be suspended for breach of the Governing Documents as herein provided.

F. The decision of a majority of the Board of Directors as to the number of votes which any member is entitled to cast, based upon the provisions of the Declaration, Articles of Incorporation and the provisions hereof, shall be final.

### ARTICLE III

#### MEETINGS OF MEMBERS

##### SECTION ONE: Annual Meeting

The first annual meeting of the members shall be held within ninety (90) days following the end of the Development Period. Each annual meeting thereafter shall be held during the month of July of each year, as determined by the Board of Directors, and at such place within Harris County, Texas as determined by the Board of Directors.

##### SECTION TWO: Special Meetings

Special meetings of the members may be called by the President, the Board of Directors, or by members of the Association having not less than one-tenth (1/10) of the votes entitled to be cast at such meeting. The Declarant may call special meetings of

the members from time to time prior to the first annual meeting of the members for such purposes as the Declarant may deem appropriate.

#### SECTION THREE: Place of Meeting

The Board of Directors may designate any place, either within or without the State of Texas, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the principal office of the Association (or its President) in the State of Texas; but if all of the members shall meet at any time and place, either within or without the State of Texas, and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

#### SECTION FOUR: Notice of Meetings

Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or such other person authorized to call the meeting, not less than ten (10) nor more than sixty (60) days before such meeting to each Member according to the records of the Association. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose or purposes of the meeting.

#### SECTION FIVE: Informal Action by Members

Any action required by law to be taken at a meeting of the members, or any action that may be taken at a meeting of members, may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by the members having a majority of the votes entitled to be cast with respect to the subject matter thereof.

#### SECTION SIX: Quorum

The presence, in person or by proxy and whether or not in good standing, at any meeting of Members representing not less than one-tenth (1/10) of the Building Sites then contain in the Subdivision shall constitute a quorum for any action except as otherwise required by law, the Articles of Incorporation, the Declaration or these Bylaws. If a quorum shall not be present or represented at any meeting, the Chairperson of the meeting shall have power to adjourn the meeting from time to time, without any further notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented; provided, the adjourned meeting or meetings shall be held within ninety (90) days of the date of the original meeting. At any such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally called.

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SECTION SEVEN: Proxies

At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

SECTION EIGHT: Cumulative Voting

At any election for directors of the Association, cumulative voting shall be prohibited.

ARTICLE IV.

BOARD OF DIRECTORS

SECTION ONE: General Powers

The Board of Directors shall manage the affairs of the Association. The Board of Directors may exercise all powers, and do all such lawful acts and things as are not by statute, the Declaration, the Articles of Incorporation or these Bylaws prohibited, or directed or required to be exercised or done by the members. These powers shall specifically include, but not be limited to, the following items:

1. to retain, hire, employ or contract for the construction, maintenance, repair, landscaping, insuring, administration and operation of the Subdivision (as said term is defined in the Declaration);
2. to open bank accounts and borrow money on behalf of the Association and to designate the signatories to such bank accounts;
3. to collect delinquent assessments by suit or otherwise, to abate nuisances, to take action in connection with its power to maintain the Subdivision and enforce the Declaration; and
4. to exercise any or all powers granted to the Association and/or the Board of Directors under the Declaration.

SECTION TWO: Number, Tenure, and Qualifications

The number of directors shall be initially three (3) as named in the Articles of Incorporation, but the number of directors may be increased or decreased from time to time by amendment to, or in the manner provided in, the Articles of Incorporation or the Bylaws; provided, however, that in no event shall the number of directors be less than that required by law. Each director shall hold office for one (1) year, or until his successor shall have

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been duly elected and qualified. Each director elected at or after the first annual meeting of members must own a Lot in Tanglewood Circle, or he must be a shareholder, officer, director or employee in a corporation or be a partner or employee of a partnership that owns a Lot in Tanglewood Circle. Prior to the first annual meeting of the members, the Declarant shall appoint the directors. Additionally, prior to the first annual meeting of the members, the Declarant shall have the power to remove any director and appoint a successor, as well as the power to appoint a successor for any vacancy in the Board of Directors.

#### SECTION THREE: Regular Meetings

A regular annual meeting of the Board of Directors shall be held without other notice than this Bylaw, immediately after, and at the same place as, the annual meeting of members. The Board of Directors may provide by resolution the time and place, either within or without the State of Texas, for the holding of additional regular meetings of the Board without other notice than such resolution.

#### SECTION FOUR: Special Meetings

Special meetings of the Board of Directors may be called by or at the request of the President or any directors. The person or persons authorized to call special meetings of the Board may fix any place, either within or without the State of Texas, as the place for holding any special meeting of the Board called by them.

#### SECTION FIVE: Notice

Notice of any special meeting of the Board of Directors shall be given at least one (1) business day previously thereto by written notice delivered personally or sent by mail or telegram to each director at his address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at the meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by law or these Bylaws.

#### SECTION SIX: Informal Action by Directors

Any action required by law to be taken at a meeting of the Board of Directors, or any action that may be taken at a meeting



of the Board of Directors, may be taken without a meeting if consent in writing, setting forth the action to be taken, shall be signed by all of the directors. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any articles or document filed with the Secretary of State.

#### SECTION SEVEN: Quorum

A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

#### SECTION EIGHT: Manner of Acting

The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these Bylaws.

#### SECTION NINE: Vacancies

Any vacancy occurring in the Board of Directors shall be filled by the affirmative vote of the majority of the remaining directors who are present at any meeting called or held for the purpose of appointing a successor director or directors, although less than a quorum of the Board of Directors shall be present. A director elected to fill the vacancy shall be elected for the unexpired term of his predecessor in office.

#### SECTION TEN: Compensation

The directors shall not receive any stated salaries for their services, but by resolution of the Board of Directors any director may be reimbursed by the Association for expenses incurred by him in connection with the business of the Association.

### ARTICLE V

#### OFFICERS

#### SECTION ONE: Officers

The officers of the Association shall be a President, one or more Vice Presidents, a Secretary, a Treasurer, and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including Assistant Treasurers, Assistant Secretaries, and other officers and assistant officers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors and by the Declaration. Any two or more offices may be



In the absence of the President or in the event of his inability or refusal to act, the Vice-President(s), if any, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions of the President. Any Vice-President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

**SECTION SEVEN: Treasurer**

If required by the Board of Directors, the Treasurer, if any, shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever; deposit all such monies in the name of the Association in such banks, trust companies, or other depositories as shall be selected by the Board of Directors; and, in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or the Board of Directors.

**SECTION EIGHT: Secretary**

The Secretary shall keep the minutes of the meetings of the members and the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the Association records and of the seal of the Association and see that the seal of the Association is affixed to all documents executed on behalf of the Association if expressly required by the Board of Directors or these Bylaws; keep a register of the post office address of each member which shall be furnished to the Secretary by such member; and in general perform all duties as from time to time may be assigned to him by the President or by the Board of Directors or as may be set forth in the Declaration.

**SECTION NINE: Assistant Treasurers and Assistant Secretaries**

If required by the Board of Directors, the Assistant Treasurers, if any, shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President or the Board of Directors.

**ARTICLE VI**

**COMMITTEES**

**SECTION ONE: Committees of Directors**

One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

**SECTION SIX: Vacancies**

Vacancies in the membership of any committee may be filled by the appointments made in the same manner as provided in the case of the original appointments.

**SECTION SEVEN: Quorum**

Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

**SECTION EIGHT: Rules**

Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

**ARTICLE VII**

**CONTRACTS, CHECKS, DEPOSITS AND FUNDS**

**SECTION ONE: Contracts**

The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

**SECTION TWO: Checks, Drafts, or Orders for Payment**

All checks, draft, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

**SECTION THREE: Deposits**

All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositaries as the Board of Directors may elect.

**SECTION FOUR: Gifts**

The Board of Directors may accept on behalf of the Association

any contribution, gift, bequest, or devise for the general purposes, or for any special purpose, of the Association.

#### ARTICLE VIII

##### CERTIFICATES OF MEMBERSHIPS

The Board of Directors may provide for the issuance of certificates evidencing membership in the Association, which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or a Vice-President and by the Secretary or an Assistant Secretary and shall be sealed with the seal of the Association. All certificates evidencing membership shall be consecutively numbered. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the Association. If any certificate shall become lost, mutilated, or destroyed, a new certificate may be issued therefor on such terms and conditions as the Board of Directors may determine.

#### ARTICLE IX

##### CHARGES AND ASSESSMENTS

###### SECTION ONE: Fixed by Board

The Board of Directors shall fix, levy, collect, enforce and receipt for all fees, charges, costs, expenses and assessments authorized in the Declaration, including, without limitation, the annual maintenance charge provided for in the Declaration. Said assessments may be adjusted from time to time by the Board of Directors as the needs of the properties subject thereto may, in its judgment, require; provided, however, that such assessments shall be made within the limitations prescribed in the Declaration.

###### SECTION TWO: Due Date

All fees, charges, costs, expenses and assessments shall be due and payable as set forth in the Declaration.

###### SECTION THREE: Default and Revocation of Voting Rights

Any member shall be deemed in default in the payment of any fees, charges, costs, expenses or assessments by reason of failure to timely pay same in full within the time limits set forth in the Declaration. The voting right of any member in such default shall be automatically revoked for the period during which such default exists.

#### ARTICLE X

##### MISCELLANEOUS

###### SECTION ONE: Books and Records

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the principal office of a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member, or his agent or attorney, for any proper purpose at any reasonable time.

**SECTION TWO: Fiscal Year**

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

**SECTION THREE: Corporate Seal**

The Board of Directors shall provide a corporate seal, but affixing of a corporate seal shall not be necessary to authenticate any action of the Association unless otherwise required by the Board of Directors or these Bylaws.

**SECTION FOUR: Waiver of Notice**

Whenever any notice is required to be given under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**ARTICLE XI  
AMENDMENTS**

The Bylaws of the Association may be amended, repealed, modified or restated by the vote or written assent of a majority of the members of the Association.

**ARTICLE XII  
INDEMNIFICATION**

**SECTION ONE: Right to Indemnification**

Each person who was or is made a party to or is threatened to be made a party to, or is otherwise involved in any action, suit or proceedings, whether civil, criminal, arbitratve, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she is or was a director or officer of the Association (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer, or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Association to the full extent authorized by the Texas Non-Profit Corporation Act (the "Non-Profit Corporation Act"), as the same

exists or may hereafter be amended (provided that no such amendment shall adversely affect any right or protection of a director or officer of the Association existing at the time of such amendment), against all expense, liability and loss (including attorney's fees, judgments, fines, excise or similar taxes, or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue as to an indemnitee who has ceased to be a director or officer, and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in Section Two of this Article XII with respect to proceedings to enforce rights to indemnification, the Association shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors of the Association. The right to indemnification conferred in this Section One of Article XII shall be a contract right and shall include the right to be paid by the Association the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that an advancement of expenses incurred by a director or officer who is an indemnitee shall be made only (i) upon delivery to the Association of a written affirmation by the director or officer of his good faith belief that he has met the standard of conduct necessary for indemnification under the Non-Profit Corporation Act (hereinafter an "affirmation") and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such person is not entitled to be indemnified for such expenses under this Article XII or otherwise (hereinafter an "undertaking"), and (ii) if required by law, following a determination that the facts known to those making the determination would not preclude indemnification under the Non-Profit Corporation Act.

**SECTION Two: Right of Indemnitee to Bring Suit**

If a claim under Section One of this Article XII is not paid in full by the Association within sixty days after a written claim has been received by the Association, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days, the indemnitee may at any time thereafter bring suit against the Association to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Association to recover an advancement of expense pursuant to the terms of an affirmation and an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that the indemnitee has not met the applicable standard of conduct set forth in the Non-Profit Corporation Act. In any suit by the Association to

recover an advancement of expenses pursuant to the terms of an undertaking, the Association shall be entitled to recover such expenses upon a final adjudication that the indemnitee has not met the applicable standard of conduct set forth in the Non-Profit Corporation Act. Neither the failure of the Association (including its Board of Directors, independent legal counsel, or its members) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Non-Profit Corporation Act, nor an actual determination by the Association (including its Board of Directors, independent legal counsel, or its members) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct. In any suit brought by the indemnitee to enforce a right hereunder, or by the Association to recover an advancement of expenses pursuant to the terms of an affirmation and undertaking, the burden of proving that the indemnitee is not entitled to be indemnified or to such advancement of expenses under this Article XII or otherwise shall be on the Association.

#### SECTION THREE: Non-Exclusivity of Rights

The rights to indemnification and to the advancement of expenses conferred in this Article XII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the Articles of Incorporation of the Association, Bylaws, agreement, vote of members or disinterested directors or otherwise.

#### SECTION FOUR: Insurance

The Association may purchase and maintain insurance or another arrangement, at its expense, to protect itself and any director, officer, employee or agent of the Association against any expense, liability or loss, whether or not the Association would have the power to indemnify such person against such expense, liability or loss under the Non-Profit Corporation Act.

#### SECTION FIVE: Indemnification of Employees and Agents of the Association

The Association may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses, to any employee or agent of the Association to the full extent of the provisions of this Article XII with respect to the indemnification and advancement of expenses of directors and officers of the Association.

4-22-51-000 IN



CERTIFICATION BY SECRETARY

I, the undersigned, Elaine Moore, do hereby certify:


That I am the duly elected and acting Secretary of Tanglewood Circle Homeowners Association, Inc., a Texas non-profit corporation, and

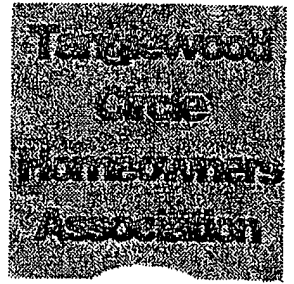
That the foregoing Bylaws of Tanglewood Circle Homeowners Association, Inc., a Texas non-Profit Corporation, is a complete, true and correct statement of the bylaws of Tanglewood Circle Homeowners Association, Inc., duly adopted by unanimous written consent of the Board of Directors of the Association dated

10/3/94.

Dated:

10/3/94

  
Elaine Moore, Secretary



ARCHITECTURAL GUIDELINES FOR  

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Tanglewood Circle

1528-43-2251

**DRAFT**

**June 1998**

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## **1 Architectural Guidelines for Tanglewood Circle**

The undersigned, being all of the members of the Board of Directors of Tanglewood Circle Homeowners Association, a Texas non-profit corporation ("the Association") and its Architectural Control Committee ("the ACC"), do hereby certify that a meeting of the Board of Directors of the Association and its ACC, duly called and held, the following Guidelines were unanimously made and adopted:

WHEREAS, the Association, acting through its Board of Directors, and the ACC desire to exercise the authority granted to it by the provisions of the Declaration of the Covenants, Conditions and Restrictions applicable to Tanglewood Circle to maintain the harmonious and architectural design of the subdivision in accordance with the provisions of the Declaration; and

WHEREAS, the Declaration expressly creates the ACC for the purposes set forth below; and

WHEREAS, the Declaration provides that no buildings, additions or improvements of any kind shall be erected or placed on any lot until the construction plans and specifications have been submitted to and approved in writing by ACC; and

WHEREAS, the Declaration further provides that the ACC shall have the discretion to approve or disapprove plans and specifications for buildings, additions or improvements on the basis of color, quality of building materials and harmony of external design with existing structures; and

WHEREAS, the Board of Directors of the Association and the ACC desire to establish Guidelines with respect to the type, quality and color of exterior additions and improvements on lots within Tanglewood Circle, to be followed by the ACC, so that a harmonious exterior design within the subdivision is consistently maintained;

NOW, THEREFORE, the Board of Directors of the Association and the ACC hereby adopt the following Guidelines relating to buildings, additions and improvements on lots within Tanglewood Circle. These Guidelines shall supplement the applicable restrictive covenants set forth in the Declaration.

## **2 Overview**

The purpose of the architectural design review is to keep the community attractive for the enjoyment of resident and for the protection of property and property values. This addendum to the Declaration authorizes the ACC to establish rules, standards and procedures for the orderly development of the subdivision and requires homeowners to obtain written approval from the ACC for any buildings, additions or improvements to their property. This is to ensure that the improvements comply with the provisions of the Declaration and the ACC Guidelines. The Board has established these Guidelines in accordance with the authority granted to them by the provisions of the Declaration.

These Guidelines have been established to assure uniform and fair application of the Declaration and are intended to provide all homeowners in Tanglewood Circle with information about the:

- Type, color, quality of materials which may be used in the construction of various kinds of improvements
- Size and location of such improvements, and
- Information about the procedures used by the ACC in reviewing applications for proposed improvements.

The ACC reserves the authority to review and approve applications for buildings, additions, or improvements which are not explicitly described by these Guidelines, and to consider additional Guidelines in the review process whether published or not. These Guidelines may be amended by the ACC, as it deems necessary and appropriate.

## **3 Application Procedure**

### **3.1 Procedure**

All applications for approval to make any exterior changes, additions or improvements must be submitted to the ACC in writing by completing the application form, a copy of which is attached hereto as Exhibit A. Plans and specifications for any exterior changes addition or improvement should be attached to the application. The application should be supported by the following information:

- Drawings of the proposed structure showing the top, front, side and rear views; overall dimensions of the structure and the layout;
- A copy of the official survey for the lot showing the location of easements, existing building and the proposed location of the improvement;
- A description of all materials used, including product name, model number, size, color etc. Color samples of all colors involved must be included.

The ACC reserves the right to request any additional information deemed by it to be necessary to properly evaluate the application. In the event that the ACC request additional information and such information is not submitted to the ACC by the applicant in a timely manner (so that the application may be approved or disapproved within thirty (30) days of receipt), the application shall be denied. However, the applicant may

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thereafter submit a new application with the requested information to the ACC for its review. All applications shall be mailed or delivered to the office of the managing agent of the Association:

Association Management, Inc.  
9575 Katy Freeway, Suite 130  
Houston, Texas 77024

Attn: ~~Glenn~~ Regan *Regan*

### **3.2 ACC Decisions**

ACC committee members shall consider each application for compliance with the restrictive covenants of the Declaration and with these Guidelines. The decision of a majority of members to approve or disapprove an application shall be considered the decision of the ACC.

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

## **4 General Guidelines**

The ACC shall consider the following factors upon review of each application for the exterior change, addition or improvement:

- The quality of construction and materials, colors, exterior design (elevations), size (dimensions), and location must be harmonious with existing and other proposed structures.
- The location must not violate the building set back lines, utility or drainage easements as shown on the official recorded plat. The ACC may not grant permission to place an improvement upon or across any utility easement. Consent to encroach upon any utility easement must be obtained in writing from the owner of the easement (i.e. utility companies).
- Improvements other than the main residence may not exceed the perimeter wall height except as otherwise provided by the Declaration or Guidelines.
- Improvements must be located so that their use will not infringe upon the enjoyment of neighboring amenities nor place neighboring amenities nor neighboring property at increased risk of damage.

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

## **5 Painting**

No exterior surface of any house, garage, or other structure or improvement on any lot shall be painted without prior approval of the ACC. This applies to existing, as well as new construction and whether the proposed

colors are the same or different from existing colors. Color samples or paint chips of the proposed exterior color(s) must be attached to each application submitted to ACC. The ACC shall maintain a chart depicting examples of the acceptable earthtone colors and shades of earthtone colors for the exterior of homes and other improvements on lots within the subdivision. Each exterior color must not only be an earthtone, but also an acceptable shade of an earthtone. As used in these Guidelines, earthtone shall mean acceptable shades of beige, brown, gray and white, as shown on the ACC's color chart. The following additional Guidelines shall also apply:

**5.1 Harmonious Colors:**

The proposed colors must be harmonious with each other and with the colors of exterior brick and roofing material.

**5.2 Principle Colors of Dwellings:**

The principle color of the dwelling and garage door, must be a muted earthtone and must not be the same color as any adjacent or facing dwelling on a neighboring lot. The ACC may approve similar paint colors on neighboring structures in cases where the brick or accent colors are substantially different from those of the neighboring structure.

**5.3 Trim**

All trim (window, door trim, rain gutters etc.) must also be an earthtone color; however, the shades of trim may be deeper than the principle color of the dwelling.

**5.4 Gutters**

When rain gutters are painted, their color must match the color of the trim. When "maintenance-free" gutters are installed or replaced, their color must match as closely as possible the trim or previously approved existing gutters.

**5.5 Accents**

Shutters, side panels of windows may be painted any acceptable earthtone color, including trim colors and certain acceptable shades of dark green, black or blue-green.

**6 Solar Screens, Window Tint, and Window Covers**

**6.1 Solar Screens**

The color of any solar screens or window tint must be harmonious with that of the house. Solar screens are permitted only on windows not visible from the street and must be approved by the ACC.

**6.2 Window Tint**

Window tint shall be harmonious, shall not be reflective and must be maintained to prevent peeling, cracking or irregular discoloration. The color shall be from the approved list of tints or approved by the ACC. If any window is covered, all windows on the same side of the building must also be covered.

**6.3 Window Covers**

**6.3.1 Exterior Window Covers**

Exterior window covers must be approved by the ACC.



### 6.3.2 *Interior Window Covers*

Interior window covers that are visible from the street must be white or lined with white fabric. If any window is covered, all windows on the same side of the building must also be covered.

## **7 Roof Materials and Additions**

### **7.1 Materials**

A sample of the proposed shingle to be placed on any existing roof or any new improvement must be attached to each application submitted to the ACC. The ACC shall maintain a chart depicting examples of the acceptable type, quality and color of roofing materials for homes and other improvements within the subdivision. The color of roofing material must not only be an earthtone, but also an acceptable shade of an earthtone color.

### **7.2 Roofing Additions**

No skylights, solar panels, roof ventilators or similar types of additions shall be permitted on the front of the roof ridge line. All roof ventilators shall be located to the rear of the ridge line and shall not extend above the highest point of the structure. The ACC shall have the right to approve exceptions to the foregoing in cases where energy conservation and heating/cooling efficiency require ventilators that because of a particular roof design, cannot be hidden from public view. The color of roofing additions must match existing roof vents or be harmonious with the color of roofing materials.

## **8 Fences**

### **8.1 Wood Fence Construction**

Wooden fences at the rear of the property shall be constructed with all pickets on the outside so that no posts or rails are visible from the street. All wooden fences must be constructed in this manner.

### **8.2 Gates**

All gates shall be constructed with the same materials as the fence. The hinges and latches used on the gate should be the same style and quality used throughout the subdivision.

### **8.3 Color**

#### *8.3.1 Wood Fences*

Fences may be stained an appropriate earthtone of brown, beige or gray. Fences may also be painted colors harmonious with the dwelling and the subdivision such as white, tan or green. A sample of the color must be submitted with the ACC application.

#### *8.3.2 Wrought Iron Fences*

Wrought iron fences must be black. The height, location and spacing of all wrought iron fences must be approved by the ACC. Wrought iron fences are not to be used around the rear perimeter of lots.

### **8.4 Chain Link and Wire Fences**

There shall be no chain link or wire fences.

### **8.5 Setback Lines**

Fences may not be constructed on a lot forward of the front line of the main structure.

### **8.6 Maintenance of Fences**

Pickets, rails or bars that are broken, warped, bent, sagging or which otherwise deteriorated must be repaired or replaced. All fences that are stained shall be maintained to prevent cracking, chipping, fading or mildewing.

### **8.7 Height of Fences**

All perimeter fences shall be six (6) feet to eight (8) feet in height and shall be consistent with adjacent fences. Fences between houses may be six (6) feet to eight (8) feet in height and consistent with adjacent fences. No fence shall exceed eight feet.

### **8.8 Attachments**

No structure may be attached to a fence unless otherwise provided by these Guidelines.

## **9 Outbuildings**

Any type of building that exists on a lot but is not attached to the residential dwelling on a lot, shall be considered an outbuilding. Outbuildings are not permitted without the approval of the ACC.

### **9.1 Gazebos**

For the purposes hereof, a gazebo shall be defined as a free standing, open framed structure with lattice-type walls, whose purpose should not be for any type of storage. These typically are circular or octagonal shaped structures. Gazebos are not to be visible from the street and are subject to ACC approval.

### **9.2 Play Structures**

For the purposes hereof, a children's play structure shall mean any type of children's swingsets, play sets, climbing structure, slides or raised play sets. A maximum of one (1) play structure is allowed on a residential lot. The maximum dimensions for each play structure are ten feet (10) in width by fifteen feet (15) in length by six feet (6) in height. No portion of the play structure shall be visible over the perimeter wall. No play structure shall be approved for construction on utility easements, or may impede the drainage on the lot or cause water to flow to an adjacent lot.

## **10 Patio Covers**

Patio covers shall not be visible from the street and require ACC approval as well as the approval of adjacent neighbors.

### **10.1 Patio Enclosures**

A patio enclosure is any patio cover which has exterior walls and/or screens.

## **11 Decks**

All decks must be approved by the ACC with respect to the location and the standard, type, color and quality of the materials used in construction. No deck shall impede drainage on the lot or cause water to flow on an adjacent lot. No deck shall be constructed more than three feet (3) above the ground.

## **12 Exterior Lighting**

### **12.1 Changes to Existing Lighting**

Outside lighting may be replaced with a new fixture provided the wattage of the new fixture does not exceed 150 watts. Existing gas lighting may be converted to an electric incandescent bulb provided the light color is white. In no event shall the lighting be directed to shine in a manner which disturbs a neighbor.

### **12.2 New Lighting**

#### *12.2.1 Security Lighting*

Security lighting shall be permitted with the ACC's approval so long as the total wattage for all security lights does not exceed 300 watts. All security lighting shall be mounted behind the back plane of the house. No pole mounted security lights or lights mounted upon fences shall be permitted. Installation of all light fixtures must be approved by the ACC.

#### *12.2.2 Landscape Lighting*

Exterior landscape lighting shall be permitted with the ACC's approval so long as the lighting is located within flowerbeds, scrubs and /or trees and all of the wiring is buried. All landscape lighting must be white in color.

### **12.3 Gas Lights**

Two (2) gaslights in front of the residence and two (2) gaslights in back of each residence shall be permitted with the ACC's approval. The color of the fixture must be black unless otherwise approved by the ACC. No pole lighting is permitted.

### **12.4 Annoyances**

The Board reserves the right to require the removal or modification of any lighting that it reasonably determines to be annoying to neighbors.

## **13 Miscellaneous**

### **13.1 Swimming Pools and Jacuzzis**

An application for the construction of a swimming, spa or jacuzzi must include a plot plan showing the proposed location in relation to property line, building lines, existing structures and existing or proposed fences. If any trees are to be removed or relocated, this must be also noted. The application shall include a timetable for the construction. No swimming pool, spa or jacuzzi shall be approved unless the area in which the pool is to be located is either enclosed by a six foot (6) fence constructed of wood or of wrought iron with a maximum of three inches (3) between each bar. A spa and jacuzzi must also have an adequate drainage system according to the requirements of any governmental agency having jurisdiction or, in the event there is no governmental agency having jurisdiction, as deemed appropriate by the ACC. Under no circumstances shall water from a swimming pool, spa or jacuzzi be permitted to drain onto the surface of the lot on which it is situated or onto an adjacent lot. During construction, the pool area shall be enclosed by a temporary fence or barrier, unless a fence already exists. Further, no construction materials shall be kept or stored in the street overnight. Excavated material shall either be used on site or immediately removed from the premises by the pool contractor. The construction of any swimming pools must be in compliance with the National Electrical Code and include the installation of a ground fault circuit interrupter. No swimming pool shall be constructed in a manner to impede drainage on a lot or cause water to flow on an adjacent lot. There shall be no above ground pools. The ACC will not approve any construction on a utility easement.

### **13.2 Birdhouses or Birdfeeders**

Birdhouses shall be permitted subject to prior approval of the ACC and the following:

- A birdhouse/birdfeeder shall not be visible from the street in front of the lot;
- No birdhouse/birdfeeder shall be larger than two feet (2) in width, two feet (2) in length and two feet (2) in height;
- No more than one (1) birdhouse/birdfeeder shall be permitted on a lot;
- No birdhouse shall be situated higher than ten feet (10) above ground;
- A birdhouse/birdfeeder shall be tree mounted only, no free standing structures are permitted;
- The materials of construction of the birdhouse/birdfeeder shall be harmonious with the home.

### **13.3 Window and Door Awnings**

Awnings that are visible from any street shall not be permitted. Awnings in the rear portion of the lot must be approved by the ACC. The color and materials used are subject to approval by the ACC.

### **13.4 Satellite Dishes**

Satellite dish antennae shall be approved by the ACC only if the following requirements are met:

- Each satellite dish antennae shall be situated in the back portion of the lot so that it is not visible from any street that borders the property;
- No portion of a satellite dish antennae may be situated upon an easement;
- The color of the satellite dish antennae shall be harmonious with the color of the house. As a condition of approval, the ACC may require additional screening through landscaping. All cable or wiring shall be buried from the dish to the house.

### **13.5 Home Security Signs**

No signs shall be permitted on any lot except for a limited number of small, inconspicuous, discretely placed signs for warning of the presence of a home security system. Each sign shall be from a professional security company and should not exceed one (1) square foot in area. One (1) sign shall be allowed in the front yard and one (1) within the rear portion of the lot. Each sign must be mounted on a stake; however, the top of the sign shall not exceed two (2) feet above the ground level when installed and must be no further than two (2) feet from the house. Signs must be of an acceptable color and maintained in good condition. The Association may demand the removal of signs that had deteriorated. In addition to signs, home security warning decals may be displayed on first floor windows.

### **13.6 Basketball Goals**

Basketball goals are not permitted.

**13.7 Trees**

Trees may not be removed without prior ACC approval, except to remove dead or diseased trees to provide an improvement that has been approved by the ACC.

**13.8 Topiaries**

For the purposes of these Guidelines, a topiary shall be defined as a plant or shrub that has been trimmed or formed into a fantastic shape. The definition is broadened to include any ornamental structure composed or covered with living plant material. Like other exterior structural improvements, topiaries require ACC approval, with the exception of temporary holiday topiaries. Topiaries are permitted only within a fenced backyard and must not be visible from the any street. The Board reserves the right to require removal or relocation of any topiary which it reasonably determines to be non-harmonious with the community.

2011-12-30-2262

**RECORDER'S MEMORANDUM:**

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

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

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

DEC 30 2011



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS