

**THIS AGREEMENT IS SUBJECT TO ARBITRATION**  
**AS PROVIDED BY ARTICLE VII HEREOF**

**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF JACKSON COURT**

**THE STATE OF TEXAS**

**COUNT OF BEXAR**

**THIS DECLARATION**, made on the date hereinafter set forth by Jackson Court Associates, a Texas joint venture, acting herein by and through its duly authorized Officer, herein referred to as "Declarant":

WITNESSETH:

**WHEREAS**, Declarant is the owner of that certain property known as Lots 164 – 184, inclusive, Block 1, New City Block 16832, Jackson Court Planned Unit Development, located in the City of San Antonio, Bexar County, Texas as described in Plat recorded in Volume 9509, Page 22 of the Deed and Plat Records of Bexar County, Texas.

**AND WHEREAS**, it is deemed to be in the best interests of Declarant and any other persons who may purchase lots within the "Properties" described herein that there be established and maintained a uniform plan for the improvement and development of said Properties as a highly restricted and modern townhome subdivision of the highest quality.

**NOW THEREFORE**, Declarant hereby declares that all of the Properties described in Article I, Section 3, below shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the Properties and be binding upon all parties having any right, title or interest in the Properties, or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof.

**ARTICLE I**

**DEFINITIONS**

**Section 1.** "Association" shall mean and refer to JACKSON COURT HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, its successors and assigns. All owners, as herein defined, shall be members of the Association.

**Section 2.** "Owner" shall mean and refer to record owners, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest for the performance of an obligation.

**Section 3.** "Properties" shall mean and refer to that certain real property described as Lots 1-21, inclusive, Block 1, New City Block 16832, JACKSON COURT PLANNED UNIT DEVELOPMENT, City of San Antonio, Bexar County, Texas, according to the plat.

**Section 4.** "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of conveyance of the first lot to an owner other than the Declarant shall refer to those areas of land within the Properties and designated as Lot 21 on the Plat together with all improvements situated thereon, subject however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof and/or by virtue of the Plat.

**Section 5.** "Lot" shall mean and refer to each of the individual tracts of land or re-subdivision of the same, into which the Properties, excepting the Common Areas, shall be divided for the location of "Townhomes" thereon for individual use and ownership, as shown on the Plat.

**Section 6.** "Declarant" shall mean and refer to Jackson Court Associates, its successors and assigns, if such successors and assigns should acquire more than one Lot from the Declarant for the purpose of development.

## **ARTICLE II**

### **PROPERTY RIGHTS**

**Section 1. Owner's Easements of Enjoyment.** Every owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. The right of the Association to make, publish and enforce reasonable **Rules and Regulations** for the use of the Common Areas and any facilities situated thereon;
- b. The right of the Association to suspend the voting rights and right to use of the facilities owned or operated by the Association by the owner and to suspend any services which the Association may be required to furnish to such Owner for any period during which any assessment against his/her Lot remains unpaid and for a period not to exceed 60 days for any infraction of its published **Rules and Regulations**.
- c. The right of the Association to grant or dedicate any part of the Common Areas to any public agency, authority, or utility for any service of the properties or any part thereof;
- d. The right of the Association to limit the number of Guests of Owners using any portion of the Common Areas and any facilities located thereon;
- e. The right of the Association, in accordance with its Articles of Incorporation or By-Laws, to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage said property. The rights of any mortgages in such properties shall be subordinate to the rights of the Owners hereunder;
- f. The right of the Association to charge reasonable fees for the use of any recreational facilities in the Common Areas.

**Section 2. Delegations of Use.** Any Owner may delegate, in accordance with the By-Laws, his/her right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on his/her lot.

## **ARTICLE III**

### **MEMBERSHIP AND VOTING RIGHTS**

**Section 1. Members.** Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

## **ARTICLE IV**

### **COVENANTS FOR ASSESSMENTS**

**Section 1.** Creation of the Lien and Personal Obligation of Assessments. The Owner of each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a Deed therefor, whether it shall be so expressed in each Deed is deemed to covenant and agree to pay to the Association: (1) Annual Assessments or charges, and (2) Special Assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The Annual and Special Assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be secured by a continuing vendor's lien upon the property against which each such Assessment is made. Each such assessment, together with interest, costs, penalties,

handling fees and charges and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his/her successors in title unless expressly assumed by them.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties; the improvement, operation, administration, management, preservation and maintenance of the Common Areas and any part thereof; and the payment of all expenses and obligations lawfully incurred by the Association in connection with the Common Areas or services for all Lots. The assessments shall provide a reserve for the replacement of short-lived items and to discharge property taxes (if any) due with respect to the Common Areas and facilities and shall also provide for a minimum operating reserve equal to 2/12 of the annual Assessment. It is understood that the judgement of the Board of Directors of the Association in establishing annual Assessments, Special Assessments and other charges and in the expenditure of said funds, shall be final and conclusive so long as said judgement is exercised in good faith.

**Section 3. Basis for Assessment:**

- a. Uniform Rate of Assessment. Both Annual and Special Assessments for capital improvements shall be apportioned equally to all Lots at a uniform rate and shall be payable in monthly installments on the first day of each month.

**Section 4. Annual Assessment.** On January 1, 2018, the annual rate of assessment was set per a 2/3 vote of the homeowners at the annual meeting of the Association in May. The annual assessment which shall be apportioned to each of the lots in accordance with the rates provided above shall be \$3,300. The annual assessment may be increased as hereinafter provided:

- a. From and after January 1, the annual assessment may be increased each year by the Board of Directors of the Association, but not more than 5% above the assessment for the previous year without a vote of the membership.
- b. From and after January 1, the annual assessment may be increased in excess of 5% over the previous year's annual assessment upon a 2/3 affirmative vote of the members of the Association in attendance in person or by proxy or by absentee ballot at Annual Meeting of the Association or at a Special Meeting of the Members of the Association called to consider such assessment.

**Section 5. Special Assessment for Capital Improvements.** In addition to the annual assessments authorized above, the Association, by a majority vote of the members in attendance or by proxy or by absentee ballot at a meeting of the members of the Association, may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair, replacement or improvement of a capital improvement upon the Common Areas, including fixtures, and personal property related thereto, provided that any such assessment shall have the vote of a majority of the members. The time period allocated for the payment of Special Assessments shall be set by the Board of Directors of the Association.

**Section 6. Notice for Any Action Authorized Under Sections 4 and 5.** Any action authorized under Sections 4 or 5 shall be taken at either the annual meeting of the Association or at a Special Meeting of the Association called for that purpose. Written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting.

**Section 7. Date of Commencement of Annual Assessments: January 1.** Written notice of the Annual Assessment shall be sent to all Owners subject hereto no later than 30 days before the end of the prior calendar year.

**Section 8. Effect of Non-Payment of Assessments: Remedies of the Association.** Any assessments not paid within five (5) days of the due date (the first of each month) shall bear a handling charge of \$50 or such higher charge as may, within legal limits, be set by the Board of Directors of the Association. If any assessment is not paid within five (5) days of the due date for two or more consecutive months the handling charge will be increased by \$100 for each of the delinquent months and the Association may commence legal proceedings against the Owner for the collection of such delinquent assessments. Additionally, interest charges will be attached to the unpaid balance of the total amounts owed accruing at a rate of 18% per annum or such higher rate as may, within legal limits, be set by the Board of Directors of the Association. The Board of Directors, in accordance with Chapter 209 of the State of Texas Property Code will send written notice to the delinquent Owner via registered mail that it is considering judicial foreclosure or expedited non-judicial foreclosure and the delinquent Owner will then have thirty (30) days to request a meeting with the Board of Directors to request a payment plan for the delinquent assessments not to exceed six months in duration. The Board of Directors will approve such a payment plan provided that the delinquent owner does not incur any further delinquencies. If the delinquent owner fails to respond to the Written Notice sent by The Board, or continues to accrue delinquent assessments, the Board may commence legal foreclosure proceedings. Any costs, interest and reasonable attorney's fees incurred in any such proceeding shall be added to the amount of such assessments or charges. Each such Owner, by his/her acceptance of a deed to his/her Lot, hereby expressly vests in the Association or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforementioned lien by all methods available for the enforcement of such liens. The liens provided herein shall be for the benefit of the Association and shall be for the benefit of all Owners. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his/her Lot.

**Section 9. Subordination of the Lien to Mortgages.** The Vendors Lien securing payment of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the Owner of the Lot to secure monies advanced and used to the purposes of purchasing and/or improving such Lot. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot, and the Owner thereof, from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 10. Insurance.**

- a. The Board of Directors of the Association shall obtain and continue in effect blanket property insurance to insure the buildings, structures, and improvements, if any, in the Common Areas and the Association against risks of loss or damage by fire and other hazards as covered under standard extended coverage provisions, and said insurance may include coverage against vandalism.
- b. The Board of Directors of the Association shall obtain comprehensive public liability insurance, including directors' and officers' liability insurance, in such limits as it shall deem desirable, insuring the Association, its Board of Directors, agents and employees, and each Owner from and against liability in connection with the Common Areas and the maintenance, operation and use thereof by the Association and its Board of Directors and the Owners and their families, invitees and employees.
- c. Each Owner shall be responsible, at his/her own expense and cost, for obtaining his/her own personal insurance for the contents of his/her townhome and garage and parking spaces, including decorations, appliances, equipment, furnishings and personal property therein, and his personal property stored elsewhere on the Properties; and for his/her own personal liability not covered by liability insurance for all Owners obtained as part of the common expense.
- d. Each owner shall obtain his/her own personal insurance covering his/her own townhome against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction of the townhome and shall supply proof of such coverage to the Board of Directors. Such insurance so obtained by each owner shall name the Association as a loss payee and shall provide that all claims thereunder shall be jointly adjusted by the Owner and the Association. In the event of damage or destruction by fire or other casualty to any townhome or other

property covered by insurance written in the name of an individual Owner, said Owner shall, upon final adjustment of the insurance proceeds, contract to repair or rebuild such damaged or destroyed portions of each townhome or other property in a good, workmanlike manner, and in conformance with the original plans and specifications of said townhome. If, for any reason whatsoever, such Owner should refuse or fail, within thirty (30) days after final adjustment of the insurance proceeds, to commence the repair and reconstruction of any all damage to such townhome or other property or shall fail to diligently pursue such repair and reconstruction to completion, regardless of whether the insurance proceeds are sufficient to pay all costs of repair and restoration, the Association, by and through its Board of Directors, is hereby irrevocably authorized by such Owner to repair and rebuild any such townhome or other property in a good and workmanlike manner, substantially in conformance with the original plans and specifications. The Owner shall then, promptly on demand, repay the Association and the amount actually expended for such repairs and the Association shall have a lien against such Owner's Lot securing the payment of same identical to that provided above in this Article and subject to legal recourse and foreclosure as above provided.

- e. Should any owner fail to furnish proof of maintenance of insurance required by sub-section (d) above, the Board of Directors of the Association, or its duly authorized agent, may obtain insurance for such Owner's townhome against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard. All such insurance coverage so obtained shall be written in the name of the Association as Trustee for the townhome Owner. Premiums for the insurance obtained by the Board of Directors on an individual townhome shall not be part of common expenses but shall be an expense of the specific townhome covered and a debt owed by the Owner thereof and shall be collectible by any lawful procedure permitted by laws in the State of Texas. In addition, if said debt is not fully paid within ten (10) days after notice of such debt and demand for the payment thereof, such amount will automatically become a lien upon such Owner's Lot and shall continue to be a lien until fully paid. This lien shall be subordinate to the lien of any purchase money and/or improvement mortgages and shall be enforceable in the same manner as any lien created by failure to the general assessments.

In the event of damage or destruction by fire or other casualty to any townhome covered by insurance written in the name of the Association, the Board of Directors shall, upon receipt of the insurance proceeds and to the extent thereof, contract to rebuild or repair such damaged or destroyed portions of the townhome to as good a condition as existed formerly; provided, the Board of Directors shall not restore the contents of the damaged townhome including decorations, appliances, equipment, furnishings and personal property therein. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal government agency, with the proviso agreed to by said bank or institution that such funds may be withdrawn only by the signatures of at least two (2) of the members of the Board of Directors. The Board of Directors will advertise for sealed bids with any reputable contractors, and may then negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed townhome or townhomes.

In the event the insurance proceeds are insufficient to pay all of the costs of repairing and/or rebuilding to the same condition as formerly existed, the Board of Directors shall levy a special assessment against all Owners of the damaged townhomes in such proportions as the Board of Directors deems fair and equitable in the light of the damage sustained by such townhomes to make up for any deficiency, except that a special assessment shall be levied against all Owners, as established by Article IV, Section 5 above, to make up any deficiency for repair or rebuilding of the Common Areas which is not a physical part of a townhome. In the event that such insurance proceeds from insurance coverage maintained by the Association exceed the cost of repair and reconstruction, such excess shall be paid over to the respective mortgagees and Owners of the damaged townhomes in such proportions as the Board of Directors deems fair and equitable in the light of the damage sustained by such townhomes.

- f. All costs, charges and premiums for all insurance that the Board of Directors authorizes as provided herein, except on the individual townhome, shall be a common expense of all Owners and be a part of the general assessment.
- g. Upon written request to the Association identifying the name and address of the holder, insurer, or guarantor and the description of the subject Lot, each holder of a first mortgage, or governmental insurer or guarantor of such mortgage, shall be given timely written notice of any casualty loss (or loss by taking through eminent domain) of the Properties or the Lot covered by such mortgage. Similar notice, ten (10) days in advance, shall be given in the case of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

**Section 12. Taxes** Each Owner shall directly render to taxation his/her own Lot and improvements and property thereon and shall at his/her own cost and expense directly pay all taxes levied or assessed against or upon his/her Lot and improvements and property thereon. The Association shall render for taxation and, as part of the common expenses of all Owners, shall pay all taxes levied or assessed against the Common Areas and the improvements and property appertaining thereto.

**Section 13. Utility Bills.**

- a. Obligation of the Owners: Each Owner shall have his/her separate electric and water and gas meters and shall directly pay at his/her own cost and expense, for all electricity, water, gas, sanitary sewer service, telephone service, cable television and other utilities used or consumed by him/her on his/her Lot.
- b. Obligation of the Association: The Association shall pay, as a common expense of all Owners, for all water, electricity, and all other utilities used in connection with the enjoyment and operation of the Common Areas or any part thereof.

**ARTICLE V.**

**ARCHITECTURAL CONTROL**

**Section 1. Review of Plans.** No building, fence, wall, canopy, awning, structure or improvement shall be commenced, erected, altered, moved, removed or maintained upon the Properties, or any portion thereof, nor shall any exterior addition to, or change (including paint or finishing materials) or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee, comprised of three (3) or more representatives appointed by the Board. In the event there is no active Architectural Control Committee, the Board of Directors of the Association shall serve in their stead. The Architectural Control Committee (or the Board of Directors) shall also oversee and approve any landscaping or planting which any owner desires to perform on portions of his/her Lot lying outside of his/her fenced yard and/or patio.

Notwithstanding the generality of the foregoing paragraph in no event shall the Architectural Control Committee of the Board of Directors approve or authorize the construction of walls or fences upon the properties unless such walls or fences are constructed of brick specified as "General Shale-Old English Tudor or Lancaster Tudor (both pacer size) or the equivalent thereof. Further, any gates installed in such walls and/or fences shall be of black iron. Furthermore, specifications with regards to exterior paint colors and types, exterior front doors, lighting fixtures, roof shingles, gutter and downspouts, and garage doors must conform to the detailed information provided in this Declaration as "**EXHIBIT A**" hereafter referred to as the **Architectural Guidelines**.

**Section 2. Architectural Control Committee.** The Architectural Control Committee, or the Board of Directors of the Association acting in that capacity shall exercise its best judgement to see that all improvements, construction, landscaping and alterations on lands within the project conform to and harmonize with existing surroundings and structures.

**Section 3. Procedures.** Owners shall submit in writing, via email or in person all plans and specifications including cost estimates, sketches, drawings or other information for all planned projects, improvements, repairs, alterations and modifications for consideration. Written requests will be approved or disapproved all within thirty (30) days of submission. In the event there is no action by either the Committee or the Board within thirty days, no approval shall be required, and this Article V will be deemed to have been fully complied with. In no event shall the townhomes or Lots be utilized in any manner inconsistent with the restrictions set forth in Article IX thereof.

**Section 4. Majority Vote.** A majority vote of the Architectural Control Committee of the Board acting as such is required for approval or disapproval of submitted plans, additions, changes or alterations.

**Section 5. Written Records.** The Board of Directors shall maintain records of all plans submitted to it and of all actions taken.

**Section 6. No Liability.** Each Owner hereby agrees that the Architectural Control Committee, or the Board of Directors of the Association shall not be held liable for damages to any person submitting requests for approval or to any Owner of the Properties by reason of action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests.

## **ARTICLE VI.**

### **MAINTENANCE AND REPAIRS**

**Section 1. Association Maintenance.** The Association shall provide maintenance upon the Common Areas and shall care for and maintain fences, trees, shrubs, lawns, walks, water distribution systems (irrigation, pool) and sanitary sewer lines owned by the Association or serving more than one Lot, and other exterior improvements. The Association shall also be responsible for the maintenance of the trees, shrubs, lawns and landscaping of those portions of the Lots outside the exterior walls of the townhomes situated thereon and the concrete patios and/or fenced yards appurtenant thereto. Without limiting the generality of the foregoing, it is acknowledged that the streets, pavements, and curbs situated upon the Common Areas constitute exterior improvements and shall be maintained by the Association. For the purposes of this Section, "trees" will be defined as any major tree on the properties that was original to the properties and any tree planted by a home owner that has a trunk diameter of at least eight (8) inches, as measured one foot above the natural ground, and is not a "trash" tree such as Arizona Ash, Chinaberry, Hackberry, etc. The Association will provide maintenance for all trees and will be responsible for removing any such tree when recommended by a certified Arborist. No homeowner may remove a tree that is the responsibility of the Association without written approval by the Board of Directors of the Association.

**Section 2. Owners Maintenance.** Each Owner shall maintain and keep in repair the following equipment and lines located outside his/her townhome: paint and exterior building surfaces, roofs, gutters, and downspouts, air conditioning compressor and condensers including pipes and electrical lines connecting same to the townhome, glass surfaces, windows, doors and their fixtures of hardware, sanitary sewer line connecting the townhome to the sanitary sewer collection system, exterior light fixtures affixed to the townhome and their bulbs, electric circuit breakers, any portion of water, natural gas, and/or telephone service lines located on the Lot but not maintained by the water, gas, electric and/or the telephone or cable companies; provided however, that any lines, pipes, wires, conduits or systems running through a Lot which serve more than one townhome and which are not maintained by any utility company, shall be operated, repaired and maintained by the Association, such as the irrigation delivery system, and shall not be disturbed or relocated by an Owner without the written consent and approval of the Board of Directors of the Association.

**Section 3. Neglect of Owner.** In the event the need for maintenance or repair is caused by the willful or negligent act of the Owner, his family or guests or tenants, agents or employees, the cost of such maintenance or repairs shall be added and become a part of the assessment to which Owner's Lot is subject.

**Section 4. Authority of the Association.** In the event an Owner shall fail to maintain his/her lot and townhome as required hereby in a manner satisfactory to the Board of Directors, the Association, after approval by a vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and any improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

## **ARTICLE VII**

### **PARTY WALLS**

**Section 1. General Rules of Law to Apply.** Each wall which is built as a part of the original construction of the townhomes upon the Properties and placed on the dividing line between the Lots shall constitute a Party Wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. If a wall which is intended as a party wall is situated entirely or partly on one Lot instead of on the dividing line between the Lots, due to error in construction, such wall shall nevertheless be deemed to be on the dividing line between the Lots and shall constitute a party wall for the purposes of this Article. Reciprocal easements shall exist upon and in favor of the adjoining Lots for the maintenance, repair and reconstruction of Party Walls.

**Section 2. Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

**Section 3. Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of the restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding the liability for negligent or willful acts or omissions.

**Section 4. Weatherproofing.** Notwithstanding any other provisions of this Article, an Owner who by his/her negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against the elements.

**Section 5. Right to Contribution Runs with Land.** The right of any owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

**Section 6. Arbitration.** In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. Should any party refuse to choose an arbitrator within ten (10) days after written request therefor, the Board of Directors of the Association shall select an arbitrator for the refusing party.



## ARTICLE VIII

### CONSOLIDATION OF LOTS

Any lot or part thereof may be consolidated with any adjoining Lot or Lots to constitute a single Lot on which a townhome may be constructed, provided that the same shall be approved by the Architectural Control Committee, or the Board of Directors of the Association acting as such. The consolidated Lot or Lots shall have the same number of votes in the Association as were appurtenant to the Lots so consolidated and shall be charged with assessments in the same manner and amount as such original Lots.

## ARTICLE IX

### USE RESTRICTIONS

**Section 1. Residential Use.** No Owner shall occupy or use his/her Lot or townhome thereon, or permit the same or any part thereof, to be occupied or used for any purpose other than as a private single family residence for the Owner, his/her family, guests and tenants. No Lot shall be used or occupied for any business, commercial, trade or professional purpose, either apart from or in connection with the use thereof as a residence.

**Section 2. Obstruction of Common Areas.** There shall be no obstruction of the Common Areas. Nothing shall be stored in the Common Areas without written consent of the Board of Directors of the Association.

**Section 3. Insurance.** Nothing shall be done or kept upon the Properties which will increase the rate of Insurance on the Common Areas without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in the Common Areas which will result in the cancellation of insurance on any part of the Common Areas or which would be a violation of the law. No waste will be committed in the Common Areas.

**Section 4. Temporary Structures.** No structures of a temporary character, trailer, doghouse, kennel, dog-run, tent, shack, barn, portable building, servants quarters or other out buildings shall be used on any Lot at any time, either temporarily or permanently; nor shall any used residence or other used structure be moved onto any Lot.

**Section 5. Signs.** The following restrictions apply to signs on all the Properties: An Owner, or his/her agent may post one sign of not more than five (5) square feet for the purpose of advertising the townhome for sale or rent. Political signs are limited to the same size requirement as a sale or rent sign. In accordance with Chapter 259 of the Texas Election Code political signs are limited as follows: Owners may post one sign per candidate or measure on said Owners Lot, on or after the 90<sup>th</sup> day before the date of the election and must be removed no later than ten (10) days after the election. Any sign allowed under this Section must be ground mounted.

**Section 6. Oil and Mining Operations.** No gas or oil drilling, gas or oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the Properties.

**Section 7. Animals.** No animals of any kind shall be raised, bred or kept, except that a reasonable number of dogs, cats or other household pets may be kept; provided that they are not kept, bred or sustained for any commercial purpose. A "Reasonable Number" as used in this Section shall ordinarily mean no more than two (2) pets per household. A limitation on the size of dogs, however, restricts them to not more than thirty (30) pounds each. The Board of Directors, however, may determine that a reasonable number in any instance may be more or less, and that the ability to keep a pet as provided herein shall be coupled with the obligation to care for such pet. Owners shall keep all pets on a leash or other effective means of restraint and under the Owner's immediate supervision when outside of the townhome on any Lot or upon the Common Areas, and "Will" clean immediately any Lot or Common Area of all animal waste of any such pet.

**Section 8. Garbage and Refuse Disposal.** No lot shall be used or maintained as dumping ground for trash or rubbish. All garbage and refuse shall be securely bagged by Owners or placed in the Solid Waste provided bins and placed by the Owners in the Common Area for collection no more than twelve (12) hours prior to the scheduled trash and recycle collection days.

**Section 9. Sewage and Water.** No sewage treatment system nor water well shall be permitted on any Lot.

**Section 10. Planting and Landscaping.** Except in concrete patio areas and/or fenced yard areas on a Lot, no landscaping, planting or gardening shall be done by any Owner unless such landscaping, planting or gardening shall have been approved by the Architectural Control Committee, or the Board of Directors acting as such. All requests along with plans, sketches, cost estimates and other relevant information must be submitted in writing to the Board of Directors for consideration.

**Section 11. Outside Antennas.** In accordance with the rules and regulations of the OTARD Act of 1996, an Owner may place upon their townhome exterior antennas or satellite dish receivers except that such devices must be installed in such a way upon the townhome that they are not visible from the street.

**Section 12. Non-Discrimination.** No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of other Owners.

**Section 13. Nuisances.** No odors shall be permitted to arise from any Lot so as to render the Properties or any portion thereof unsanitary, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) or noisy pets shall be located, used, maintained, allowed or placed on any Lot or the Common Areas without the prior written approval of the Board of Directors.

**Section 14. Vehicle Storage and Repair.** No house trailer, camping trailer, camper top or automobile top, hauling trailer, running gear or boat or accessories hereto, truck or pickup or van or camper in excess of three-quarter (3/4) ton size, or vehicle with expired inspection sticker or license plates, shall be parked, stored, repaired, or maintained on any Lot or in the Common Areas for a period exceeding seventy-two (72) hours. No automotive repairs shall be conducted and no commercial vehicle, mobile home, trailer or recreational vehicle, including, but not limited to boats, motorcycles or minibikes shall be parked habitually on or adjacent to any Lot or in the Common Areas. Use and operation of such vehicles within the Properties shall be subject to regulation by the Board of Directors. This restriction shall not apply to commercial or other vehicles making business or service calls or deliveries to the residents or Owners of Lots or to the Association or to contractors within the Properties.

**Section 15. Parking Spaces.** Each Owner of a Lot upon which there is constructed a townhome shall have an enclosed garage accommodating two (2) automobiles. All Owners shall have a co-equal right to use the community parking for guests only, such community parking to be situated in the Common Areas. The community parking spaces are two (2) in front of Unit #19, four (4) in front of the pool and one (1) parallel parking space in front of the mail-box area. The community parking spaces are under the control of the Association and the use thereof shall be subject to the rules and regulations adopted by the Board of Directors. Except for active deliveries, street or curb parking is always prohibited.

Without limiting the generality of the powers of the Association with respect to parking, the Association is hereby specifically authorized to have any vehicle parked in an area not designated for parking removed at the expense of the Owner of the Lot who owns such vehicle or whose guests, tenants, or invitees own such vehicle. The expense incurred by the Association in accomplishing such removal (and storage if necessary) shall become a portion of the common expenses levied against such Owner and his/her Lot. To the extent reasonably practicable, the

Association shall afford the Owner of any such vehicle notice of impending removal, which may be given by posting a notice on such vehicle.

**Section 16. Utilities.** All utilities including electric, telephone and television cable lines shall be underground.

**Section 17. Fences.** No fence shall be erected upon any Lot without the prior approval of the Board of Directors and in no event shall any fence be constructed which will obstruct or interfere with the drainage of the properties or impede access to the Lots for utility meter reading, or maintenance and repairs on the Properties.

**Section 18. Violation of Association Rules.** There shall be no violation of the Association's Rules once adopted by the Board of Directors after notice and hearing. If an Owner, his/her family or any licensee, lessee or invitee violates the Association's Rules, the Board may suspend voting rights and the right of such persons to use the Common Areas facilities, if any, under such conditions the Board may specify, for a period not to exceed sixty (60) days for each violation. Before invoking any suspension, the Board shall give such person notice and opportunity for hearing. In the event any Owner of any Lot shall violate any Association Rule or Regulation which shall result in damage to any part of the Common Areas, the Board of Directors shall have the right after notice and opportunity for hearing and to the extent allowed by the laws of the State of Texas to assess the cost of repair of such damages against the Lot of the Owner or Owners responsible for such damages. Such assessment shall be added to and become part of the assessment to which such Lot is subject.

**Section 19. No Further Subdivision.** No Lot may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof; provided, however, that nothing herein shall be deemed to prevent or require the approval of the Board of Directors for the transfer or sale of any Lot to more than one person to be held by them as tenants in common or joint tenants.

**Section 20. Annoyance.** No activity shall be carried on upon any Lot or the Common Areas which might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities or which might be calculated to reduce the desirability of the Properties as a residential neighborhood, even though such activity be in the nature of a hobby and not carried on for profit. The Board of Directors of the Association shall have the sole and exclusive discretion to determine what constitutes an annoyance.

**Section 21. Unsightly Objects.** Each Owner shall keep clean and in good condition and repair the windows and interiors of his/her townhome and shall not permit garments, rugs, laundry or other unsightly items to extend from or be placed outside of his/her townhome, including but not limited to over windows or on patios and balconies. No aluminum foil or similar reflective material shall be used or placed over doors or windows. No Owner or other occupant of any townhome shall make any alteration, modification or improvement, nor add any awnings, patio covers or other devices to any townhome except with the written consent of the Architectural Control Committee, or the Board of Directors in their stead. No unsightly objects which might reasonably be considered to give annoyance to neighbors of ordinary sensibilities shall be placed or allowed to remain in any yard or on any patio or balcony. The Associations Board of Directors shall have the sole and exclusive discretion to determine that constitutes an unsightly object.

**Section 22. Leasing Restrictions.** All leases and rental agreements for any Lot shall be in writing and specifically subject to this Declaration and the By-Laws and Rules of the Association. No Lot may be leased or rented for a period of less than thirty (30) days provided, however, that the minimum term of any such lease shall be six (6) months. Other than the foregoing, there shall be no restriction on the leasing of any Lot.

## ARTICLE X

### EASEMENTS

**Section 1. Construction.** Each Lot and the property included in the Common Areas shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall be and does exist. In the event any structure containing two (2) or more townhomes is partially or totally destroyed, and then rebuilt, the Owners so affected agree that minor encroachments of parts of the adjacent residential units on the neighboring Lots or Common Areas due to construction shall be permitted and that a valid easement thereof shall exist. Without limiting the generality of the foregoing, it is acknowledged that this Section 1 shall apply to, and shall create valid easements for the maintenance of, encroachments and overlapping of fences, decks, walks and exterior site improvements designed or constructed by Declarant upon the Properties and that such encroachments shall not be violative of any easement or set-backs herein provided or set out in the subdivision of the Plat of the Properties.

**Section 2. Utility, Emergency and Association.** There is hereby created a blanked and perpetual easement upon, across, over, under and above all of the Properties for ingress, egress, installation, replacing, repairing and maintaining all utilities including, but no limited to, water, sewers, gas, telephones, cable television and electricity. By virtue of the easement, it shall be expressly permissible for the providing service contractors to install and maintain the necessary underground equipment and facilities on said Properties. An easement is further granted to all police, fire protection, ambulance, garbage and trash collection vehicles and all similar persons to enter upon the Common Areas in the performance of their duties. Further, an easement is hereby granted to the Association, its Officers, agents, employees, contractors and to any management company selected by the Association to enter in or cross over the Common Areas and any and all Lots to perform the duties of maintenance and repair of the Lots, townhomes or Common Areas provided for herein including, without limitation, the sanitary sewer facilities which, pursuant to Section 1 of Article VI, the Association is responsible for maintaining. The Association is further granted a blanket and perpetual easement upon, across, over, under and above all the Properties for the purpose of installing, operating and maintaining the landscaping of the Properties and an irrigation system serving such landscaping. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocated on the Properties except as initially programmed and approved by the Declarant or thereafter by the Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Association shall have the right to grant such easement without conflicting with the terms hereof. The easements provided for in this Article shall in no way affect any other recorded easement on said premises.

**Section 3. Use of Easements.** Easement for underground utility services may be crossed by driveways and walkways provided the Declarant makes prior arrangements with the utility furnishing the service. Such easements for underground services shall be kept clear of all other improvements, including building, patios, or other paving, other than crossing walkways or driveways, and neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants to shrubbery, trees, flowers, or other improvements of the Owner located on the land covered by said easements.

**Section 4. Easements for Drainage.** The Declarant reserves to itself and its successors and assigns a blanket easement and right on, over and under the Properties for drainage of surface water. Such easement expressly includes an easement and right-of-way across and over each of the Lots and from Lot to Lot for the drainage of surface waters and each Owner, by accepting title to his/her Lot shall be deemed to have agreed that he/she shall take no action which would inhibit or hinder such surface water drainage or otherwise interfere with the easement for drainage herein provided.

**Section 5. Access for Utility Services.** Any fence constructed or erected upon any Lot at any time shall contain a gate to allow access from the Common Areas to such Lot and each such Owner shall be deemed to have granted a perpetual license and right of entry to the utility companies providing service to his/her Lot, and the agents and employees of such companies, to allow for the reading of meters for such service and for the maintenance and repair of equipment belonging to such utilities.

**Section 6. Change and Additions to Easements.** Declarant and its successors reserve the right to make minor changes and additions to above easements, as to any Lot owned by it, for the purpose of efficiently and economically installing and operating above mentioned utilities.

## **ARTICLE XI**

### **MORTGAGES**

**Section 1. Notice to Association.** An Owner who mortgages his/her Lot shall notify the Association giving the name and address of his/her mortgagee. The Association shall maintain such information in a book entitled "Mortgages of Lots".

**Section 2. Notice of Proposed Action.** The holders of all first mortgages against any Lot, and the governmental guarantors or insurers of such mortgages, shall be entitled to timely written notice of any proposed action of the Association or the Board which would require the consent of a specified percentage of such mortgage holders pursuant to the terms of this Declaration or the By-Laws of the Association.

**Section 3. Taxes and Other Charges in Common Areas.** The Association shall immediately reimburse first mortgagees who may, jointly or singly, pay taxes or other charges which are in default and which may have been a charge against the Common Areas; or who may pay overdue premiums on hazard insurance policies covering the Common Areas; or who may secure new hazard insurance coverage on the Common Areas upon the lapse of a policy.

**Section 4. Examination of Books.** The Association shall permit all mortgagees to examine the books and records of the Association during normal business hours.

**Section 5. Annual Audits.** The Association shall furnish each mortgagee requesting such audit an annual audited financial statement of the Association within ninety (90) days following the end of each fiscal year of the Association.

**Section 6. Notice of Meetings.** The Association shall furnish each first mortgagee, upon request of such mortgagees, prior written notice of all meetings of the Association and permit the designation of a representative of such mortgagee to attend such meetings, one such request to be deemed a request for prior written notice of all subsequent meetings of the Association.

**Section 7. Documentation.** The Association, upon payment of the costs of copying, shall make available to all Owners and lenders, and to holders, insurers and guarantors of any first mortgage, current copies of this Declaration as well as the By-Laws of the Association and all other Rules concerning the operation of the Properties.

**Section 8. Right of First Refusal.** The right of an owner to sell, transfer or convey his or her Lot shall not be subject to a right of first refusal or similar restriction in favor of the Association.

**Section 9. Notice of Condemnation or Eminent Domain.** The Association shall furnish the holders of each mortgage covering any Lot, and the governmental guarantor or insurer of such mortgage, with timely written

notice of any condemnation or eminent domain proceeding regarding all or any portion of a Lot or of the Common Areas and facilities and of any proposed acquisition of all or any part of such Properties through condemnation or eminent domain proceedings.

**Section 10. Consent of Mortgagees Required.** Unless all the first mortgagees of residential Lots within the Properties (as the Properties may hereafter be expanded), have given their prior written approval, the Association shall not be entitled to:

- a. By act or omission seek to abandon, partition, subdivide, alienate, release, encumber, hypothecate, sell or transfer, real estate or improvements thereon which are owned directly or indirectly, by such Association, for the benefit of the Owners (the granting of easements for public utilities or for other public purposes consistent with the intended use of such property shall not be deemed a transfer within the meaning of this clause);
- b. Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owners.
- c. By act or omission change, waive or abandon any scheme or regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of townhomes, the maintenance of a party walls or Common Areas, fences, driveways, or the upkeep of lawns and plantings in the Properties.
- d. Use hazard insurance proceeds for losses to any Common Areas property for other than the repair, replacement or reconstruction of the Common Areas.
- e. Use the proceeds from a taking by eminent domain payable to the Association for any purpose other than the reconstruction of the Common Areas.

**Section 11. Management Agreements.** Any management agreement entered into by the Association will be terminable by the Association with or without cause upon not more than thirty (30) days written notice, and the term of such management contract will not exceed the period of one (1) year, renewable by agreement of the parties to such agreement for successive one (1) year periods.

**Section 12. Delegations of Owner's Use of Common Areas.** Regarding an Owner's delegation of his/her rights of enjoyment to the Common Areas and facilities as provided for in Article II, Section 2, of this Declaration, no such delegation shall work a severance of the rights of enjoyment of the Common Areas and facilities from the ownership of a Lot, and any such delegation by any Owner shall automatically terminate upon conveyance of legal title to such Lot by said owner.

**Section 13. FHLMC, FNMA, FHA, and VA Regulations.** Notwithstanding anything in this Declaration to the contrary, Declarant or its successors or assigns may amend this Declaration to conform with the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Federal Housing Administration, the Veterans Administration, or any similar duly constituted governmental authority or agency, by written instrument executed by Declarant or its successors or assigns and recorded in the records of the County Clerk of Bexar County, Texas.

## **ARTICLE XII**

### **GENERAL PROVISIONS**

**Section 1. Enforcement.** The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2. Severability.** Invalidation of any one of these covenants or restrictions by court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 3. Duration.** The restrictions, rights, use easements and privileges of the Owners in and to the Common Areas as provided herein shall be deemed to be covenants running with the land of the Properties and shall be of perpetual duration. All other provisions, restrictions, covenants and conditions of this Declaration shall run with and bind the Properties for a term of forty (40) years from the date this Declaration is recorded after which they shall be automatically extended for successive periods of ten (10) years.

**Section 4. Amendments.**

- a. The Declarant and its successors or assigns reserves and shall have the right at any time and from time to time, without the joinder or consent of any Owner or any other person to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record, for the purpose of correcting any typographical error, ambiguity or inconsistency appearing in this Declaration, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration, and shall not impair the vested property rights of any Owner or his/her mortgagee.
- b. With the exception to the amendments which may be made by the Declarant or its successors or assigns alone as herein provided, the consent of Owners having at least two-thirds (2/3) of the percent of votes in the Association and the approval of the holders of mortgages covering Lots which have at least 51 percent of the votes of the Lots subject to mortgages (such votes to be cast in person, by proxy or absentee ballot), shall be required to add or amend any material provisions of this Declaration of the By-Laws of the Association, which establish, provide for, govern or regulate any of the following:
  - i. Voting;
  - ii. Assessments, assessment liens or subordination of such liens;
  - iii. Reserves for maintenance, repair and replacement of the Common Areas (or townhome if applicable);
  - iv. Insurance or Fidelity Bonds;
  - v. Rights to use of Common Areas
  - vi. Responsibility for maintenance and repair of the several portions of the Properties;
  - vii. Expansion or contraction of the Properties or the additions, annexation or withdrawal of property to or from the Property;
  - viii. Boundaries of any Lot;
  - ix. The interests in the Common Areas;
  - x. Convertibility of Lots into Common Areas or of Common Areas into Lots;
  - xi. Leasing of Lots;
  - xii. Imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his or her Lot;
  - xiii. Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on Lots as defined by the rules and regulations of the Federal National Mortgage Association.

Any mortgage holder who receives a written request to approve additions or amendments to this Declaration or to the By-Laws of the Association who does not deliver or post to the party requesting the approval of such additions or amendments a negative response within thirty (30) days shall be deemed to have approved such request.

**Section 5. Rights of Mortgagees, Trustees or Lienholders.** No violations of any of these restrictions, covenants or conditions shall affect or impair the rights of any mortgagee, trustee or lienholder under any mortgage or deed of trust, or the rights of any assignee of any mortgage, trustee or lienholder under any such mortgage or deed of trust.

**Section 6. Dedications.** The Plat, subject to the limitations set forth therein, establishes certain dedications, limitations, and restrictions applicable to the Properties. Easements affecting the Properties are hereby reserved as shown on the recorded Plat referred to for the installation, operation and maintenance of utilities and drainage facilities. All dedications, limitations, restrictions and reservations shown on said Plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance or to be executed by or on behalf of the Declarant, it's successors or assigns, conveying said Properties or any part thereof.


**Section 7. Condemnation.** If part or all of the Common Areas shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors shall have the right to set on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation issues affecting such Common Areas. The Owners may by a vote of two-thirds (2/3) or more of the members, in person, by proxy or absentee ballot, agree to distribute the proceeds of any condemnation or taking by eminent domain to each Owner and his/her mortgagee, if any, as their interests may appear. In the event that the Owners shall not agree, such proceeds shall be added to the funds of the Association, and the Association shall decide whether or not to replace or restore, as far as possible, the Common Areas so taken or damaged.

The Association shall give timely written notice of the existence of such proceedings to all Owners and their mortgagees, if any. The expense of participation in such proceedings shall be a common expense chargeable to the Owners.


Executed this 21<sup>st</sup> day of May, 2020

For: Jackson Court Homeowners Association

By:

  
Phil Elmers, Director and President

By:

  
Bill Surbey, Director and Vice-President

By:

  
Anna Adame, Director and Secretary



## ***"EXHIBIT A"***

### ***Jackson Court Homeowners Association Architectural Guidelines***

#### **Roofing Specification:**

GAF Asphalt/Fiberglass Timberline HD Lifetime Shingles, or Owens TruDefinition Duration Lifetime Warranty. Estate Gray.

#### **Building, walls, party walls, perimeter fence:**

Brick, "General Shale", Old English Tudor or Lancaster Tudor (both pacer size) or the equivalent thereof to match existing brick.

#### **Fencing, gates:**

Black wrought iron to match adjacent design.

#### **Exterior Trim:**

All window trim, door trim, house trim, garage doors, "Pure White", Exterior Latex Satin Enamel - any manufacturer.

#### **Chimney Caps and Decorative Flashing:**

(Orange/Red "primer" color) Glidden #GL6912 #58812182854 Exterior Satin Latex Enamel or equivalent.



**Entry Doors:**

Recommended: Solid six panel wood doors with bright brass handle set and trim. Doors may be painted a color of owner's selection with the exception of excessively bright, fluorescent, or neon colors which are prohibited. The Architectural Control Committee shall be the final determinant of acceptable color. Trim around the doors is "Pure White".



**Other Exterior Doors:**

French or store front style doors with double pane insulated glass. Maybe wood or vinyl clad. Doors to be painted white with white trim.

**Windows:**

Wood or vinyl clad double pane insulated windows with white trim and finish.

Shutters: Wood or plastic, painted black

**Window Screens:**

Screens must have white frame with either normal or solar screen.

**Gutters/Downspouts:** "Pure White"

**Exterior Light fixtures** attached to walls in front of house or garage are at the discretion of the homeowner as to type and style. However, like all of the other visible architectural elements, replacement is subject to approval by the Architectural Control Committee who will determine the "harmonious" aspect of the proposed lamps.



**Garage Doors:**

Four (4) panel doors in metal, wood or fiberglass, painted "Pure White".

Top Panel with glass windows and decorative plastic inserts, "Williamsburg Style"



**Siding:**

taupe, grey, earth tone, any variation must be approved. Must generally match existing color on subject house.



**Home Additions or Exterior Renovations:**

Additions to property such as additional rooms, decks, pergolas, arbors, stand alone structures, retaining walls, hardscapes or extensive landscape modifications must be in harmony with the above guidelines.

Plans showing the location, dimensions and the planned materials must be submitted to the HOA Board for review and approval before beginning construction.

**House Number Identification:**

House numbers are up to the discretion of the homeowner as to type and placement. However, per the Declaration, they are subject to approval by the Architectural Control Committee as to size and material.

