

Mary Louise Garcia DEC 20 2016 Mary Louise Garcia

NOTICE OF AMENDMENT OF DEDICATORY INSTRUMENT FOR
ARBOR GLEN OWNERS ASSOCIATION

STATE OF TEXAS
COUNTY OF TARRANT

I, Gene Carter, President of Arbor Glen Owners Association, the governing body of the Arbor Glen Addition in the City of Euless, County of Tarrant, Texas, whose address is c/o Ross Property Management, 1108 W. Pioneer Parkway, Arlington, TX 76013, Tarrant County, do hereby file this notice for the purpose of giving notice of the amendment of a dedicatory instrument for said Addition:

(1) Arbor Glen Owners Association was created by the Declaration of Covenants, Conditions and Restrictions for Arbor Glen, recorded at Volume 8726, page 333, Instrument Nos. D194199572, D200029498, and D203349683 in the Deed Records of Tarrant County, Texas.

(2) The legal description of the Arbor Glen Addition is set out in the instruments described in (1) above and the Map or Plat thereof recorded in Volume 388-211, page 81 and Cabinet A, slide 1869 of the Plat Records of Tarrant County, Texas.

(3) The Rules, Regulations and Policies of Arbor Glen Owners Association were amended by the Board of Directors of Arbor Glen Owners Association, Inc. on November 18, 2016. The attached Rules, Regulations and Policies are the current Rules and Regulations governing Arbor Glen Owners Association which were adopted on said date and replace all previously filed Rules, Regulations and Policies of the Arbor Glen Owners Association.

(4) The attached document is a true and correct copy of the original.

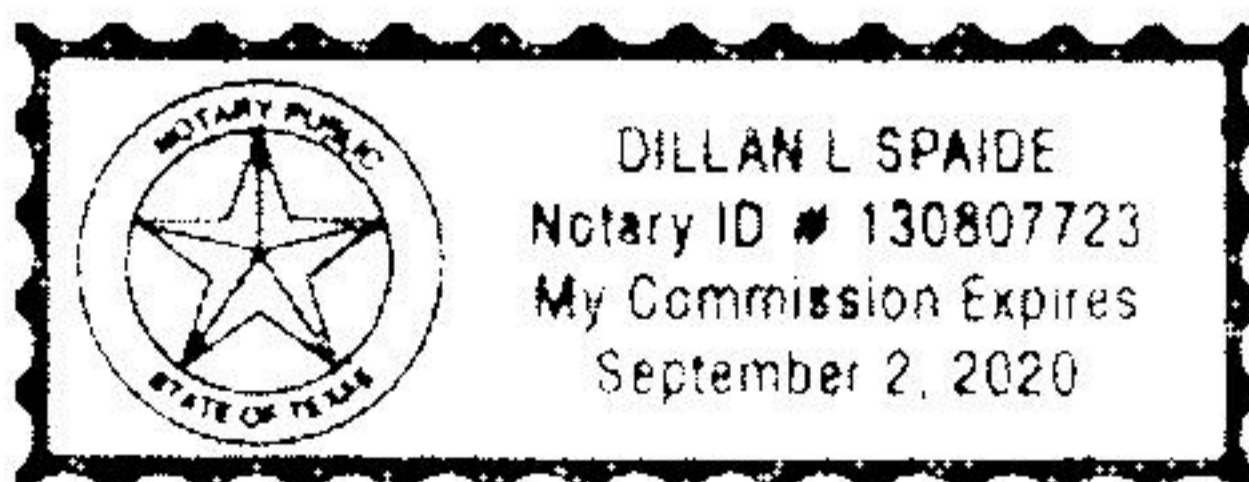
Date: 12/16/16

Arbor Glen Owners Association

BY: Gene Carter
Gene Carter, President

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on December 16, 2016, Gene Carter, President of Arbor Glen Owners Association, personally appeared before me and acknowledged that he signed the foregoing document in the capacity and for the purpose stated therein.



Dillan L Spaide
Notary Public in and for the State of Texas

ASSOCIATION MANAGER

Ross Property Management has been employed by the Board of Directors to assist in the day-to-day operation of the HOA including but not limited to the enforcement of the provisions of the Governing Documents and these Community Policies & Procedures and assisting Homeowners/Residents of the community. Specific contact information follows:

**Ross Property Management
1108 W. Pioneer Parkway
Arlington, TX 76013**

Business: (817) 261-9154

Fax: (817) 276-9881

24-Hour Emergency Cell Phone: (817) 718-6061

Web Site – www.RossInv.com

**Charles Seamen: Property Supervisor
CharlesS@RossInv.com**

Terry L. Jones, President: TerryJ@RossInv.com

Ross Property Management is a company that has been involved in property management since 1977 and has significant experience in assisting Associations in fulfilling their responsibilities including the coordination of maintenance activities that may be required within the community. The Association and the Association Manager does not have personnel who spend all their time at the Property. Although property inspections are made on a routine basis, they depend a great deal on every Resident to be their "eyes" and "ears" in helping to monitor activities within the community and to assist in identifying those who violate the provisions of the Governing Documents. Therefore, every Homeowner/Resident is encouraged to report anything they may observe as being "unusual" or might help to identify any person or persons creating disturbances within the community or who violates any provisions of these documents. A telephone call may be sufficient to convey your message but you may be requested to provide something in writing to support any corrective action that may be necessary. Any contact made by a Homeowner/Resident is held confidential between the Homeowner/ Resident and the Association Manager unless the specific circumstances mandate otherwise.

COMMUNITY POLICIES – INDEX

Subjects are listed and described in alphabetical order. Noted for each subject are certain provisions of the Governing Documents that applies to that specific subject. These are described only as a convenience and are not intended to be totally inclusive of all provisions within the Governing Documents dealing with that subject. No warranty is given or implied. Please refer to the actual Governing Documents for exact provisions. If you do not have a copy of these documents, contact the Association Manager and a copy may be provided to you. If any provisions contained within these Community Policies are found to conflict with the Governing Documents, the Governing Documents will prevail.

Animal Policies (Also see "Pets")
 Annual Owner Meetings
 Antennas, Radio/Television Aerials and
 Satellite Dishes
 Architectural Control Committee Procedures
 Property Modification Request form
 Association Dues
 Boats, Trailers, Mobile Homes, Campers,
 Boat, Trailers, etc.
 Clubhouse Use Policy and Reservation
 Procedures
 Clubhouse Checklist
 Clubhouse Usage Agreement
 Collection Policy and Procedures
 Common Property
 Construction and/or Modification of
 Dwellings or Other Structures
 Creek Adjoining the Park Area
 Display of Certain Religious Items
 Document Retention Policy
 Fines Assessed for Violation of Declaration
 Rules or Community Policies
 Fences
 Flags
 Garages & Garage Doors
 Garage Sales
 Homeowner Disputes
 Homeowner/Resident Safety
 Insurance
 Landscaping - Common Areas and Personal
 Property
 Leasing of Dwellings
 Maintenance of Landscaping and all Lot
 Improvements
 Multi-Family Home Policies
 Nuisances (i.e. Excessive Noise, Noxious
 Odors, etc.)
 Parking
 Personal Property Required to be
 "Screened" from View
 Pets
 Pool Rules
 Rainwater Recovery Systems
 Records Production and Copying Policy
 Residency and Dwelling Use
 Roofs
 Satellite Dish Specifications (See Antennas)
 Signage
 Solar Energy Devices
 Solicitations Within the Community
 Speed Limits Within the Community
 Storage Units
 Streets
 Trash Disposal
 Walkways and Entrances
 Window Coverings
 Zero Lot Line Easements

ANIMAL POLICIES (PETS)

No animals, livestock or poultry shall be raised, bred or kept on any portion of the Property except that dogs, cats or other household pets may be kept, but not for commercial purposes, if they do not create a nuisance.

ANNUAL OWNER MEETINGS

Unless notified to the contrary, meetings are held on the 2nd Tuesday of May at a place designated by the Board. Notices of the Annual Owner Meeting may be delivered by mail or hand distributed no less than 10 days or no more than 50 days of the designated meeting date.

ANTENNAS - RADIO/TELEVISION AERIALS - SATELLITE DISHES

No radio, television, or other aerial shall be attached to the roof or walls of any dwelling nor otherwise installed so as to be visible from outside any Lot, unless such attachments or installation shall have been first submitted to and approved by the ACC. Exceptions, if any, may be approved by the ACC and/or Board to permit proper reception.

CHECK SPECIFIC REQUIREMENTS BEFORE YOU INSTALL A SATELLITE DISH OR RADIO/TELEVISION AERIALS.

ARCHITECTURAL CONTROL COMMITTEE PROCEDURES (ACC)

Before any addition or replacement is made to the exterior of your property (including any part of your dwelling, lot or landscaping), plans must be submitted to and approved by the ACC or Board of Directors. The failure of an owner to obtain ACC/Board approval prior to making any modification(s) to their property and/or lot will be grounds for an immediate \$250.00 fine assessed to the owner's account. The owner must also immediately complete a "Property Modification Request" (PMR) and submit it for approval. Failure to follow this procedure will invoke the Fine Policy. Requested modifications and/or additions should be documented using the PMR form. For your convenience, a sample follows and if you wish to get a copy contact the Association Manager and one will be provided to you. The PMR is to include drawings detailing any structural modification, finished exterior views, materials, and finish coatings to be used on the completed project in advance of the start date. These items are to be directed to the ARBOR GLEN OWNERS ASSOCIATION - ACC in care of the Association Manager. Proof of delivery may be required.

BEFORE ANY ADDITION OR REPLACEMENT IS MADE TO THE EXTERIOR OF YOUR PROPERTY (INCLUDING ANY PART OF YOUR DWELLING, LOT OR LANDSCAPING), PLANS MUST BE SUBMITTED TO AND APPROVED BY THE ACC OR BOARD OF DIRECTORS.

The Association Manager will direct the request to the ACC for review. In the event any information is to be clarified, the Homeowner will be contacted and such information requested. Although it normally will not be needed, the ACC reserves the right to request an expert opinion of a professional third party, at the Homeowner's expense, to determine appropriateness of proposed construction methods for the proposed structure, and for proper permits to be obtained from the city before approval is granted. The ACC also reserves the right to require that the approved work be completed in no more than thirty (90)

days unless an extension is approved by the ACC and, for the work to be performed by a licensed professional. Every effort will be made to review each request made in a timely manner, and the Homeowner contacted in writing regarding the decision of the ACC. If the ACC fails to approve or disapprove a "written request" made by a Homeowner within thirty (30) days after it is received by the ACC, and if all terms contained within the Governing Documents have been complied with, the Homeowner's request shall be deemed to have been approved. However, it is strongly recommended that the Homeowner obtain formal approval in writing to retain as a permanent record. If approval is not obtained, and the Homeowner proceeds with the additions, the Association has the right to remove any additions to the property at the Homeowner's expense. Prior notice will be given before removal of adjustments or additions are made.

THE FAILURE OF AN OWNER TO OBTAIN ACC/BOARD APPROVAL PRIOR TO MAKING ANY MODIFICATION(S) TO THEIR PROPERTY AND/OR LOT WILL BE GROUNDS FOR AN IMMEDIATE \$250.00 FINE BEING ASSESSED TO THE OWNER'S ACCOUNT.

Unofficial Copy

ARBOR GLEN OWNERS ASSOCIATION, INC.

PROPERTY MODIFICATION REQUEST

Please PRINT all information:

DATE: _____

Homeowner: _____

Address: _____

E-mail: _____

Telephone: Daytime: _____ Evening: _____

Submit request via email to CharlesS@rossinv.com or fax at 817-276-9881 or mail documentation by registered OR certified mail to:

Arbor Glen Owners Association - ACC Committee
c/o Ross Property Management
1108 W. Pioneer Parkway, Arlington, TX 76013

NOTE: Verification of delivery may be required.

I (homeowner) have reviewed the Homeowners for Arbor Glen Owners Association architectural guidelines per the Declaration of Covenants, Conditions and Restrictions.

Description of modification(s) proposed: _____

Continue on back or attach additional pages as needed

Description should be as detailed as possible and include the following appropriate information:

- | | |
|---|--|
| <input type="checkbox"/> Designs and plans, showing dimensions | <input type="checkbox"/> Sketch or photograph of a manufacturer's product |
| <input type="checkbox"/> Colors (paint chips if possible) | <input type="checkbox"/> Statements from adjacent property owners, if appropriate |
| <input type="checkbox"/> Elevations | <input type="checkbox"/> Modifications that require digging call DIG-TESS (811) to locate utility lines. Owners are responsible for damage or consequential damage to utility lines. |
| <input type="checkbox"/> General topography | |
| <input type="checkbox"/> Materials to be used | |
| <input type="checkbox"/> Provisions for drainage | |
| <input type="checkbox"/> Distances from existing Dwellings on homeowners, and adjacent Lots | |
| <input type="checkbox"/> Copy of City Permits if required by City | |

Estimated Start Date: _____ Estimated Completion Date: _____

Unless otherwise approved by the ACC, improvements are required to be completed within 90 days

Owner Signature*: _____ Date: _____

For Architectural Committee Use Only	
ACC Decision: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Approved as modified; attach comments if needed	
Committee Chairman Signature: _____	Date: _____

ASSOCIATION DUES

Monthly dues are due on the 1st of each month from all Homeowners. Payments made by check or money order should be mailed and/or hand delivered to:

**Arbor Glen Owners Association
c/o Ross Property Management
1108 W. Pioneer Parkway, Arlington, TX 76013**

Most banks provide their customers with a service of establishing automatic payments with the bank forwarding a check payable and mailed to the HOA at the address above.

On-line payments may also be made by going to www.RossInv.com and clicking on **Pay Dues On-Line**. At the next menu click **Online Payment** and enter the property number **546**, then follow the prompts. Payment can be charged to your credit card or you can authorize the drafting of your personal bank account for the amount due. A small convenience fee is charged by the company offering this service.

BOATS, TRAILERS, MOBILE HOMES, CAMPERS, BOAT TRAILERS, ETC.

No boats, trailers, mobile homes, campers, boat trailers, recreational or similar vehicles of any type are to be parked or stored on any street or lot of the Arbor Glen Community except in areas that may be specifically designated by the Board. Vehicles with an expired license or inspection sticker are to be parked in an enclosed garage or be subject to being towed. No vehicle(s) that transport flammable cargo is permitted anywhere within the Community at any time.

CLUBHOUSE USE POLICY:

The Clubhouse is owned by the Association and is for the use and enjoyment of all Homeowners in good standing and their Residents. Sponsorship of Clubhouse events by persons, firms or agencies outside the Association is not authorized.

The Clubhouse is available for private functions by advance reservation, not to exceed sixty (60) days in advance of the event or less than seven (7) days in advance of the event.

The Clubhouse is reserved on a first come, first served basis in accordance with rules established by the Clubhouse Committee and approved by the Board of Directors. The Clubhouse will not be available during dates as determined by the Board of Directors; including Arbor Glen Homeowner/Resident Association meetings, Committee meetings, and Board of Directors' meetings which have preference over reservations. The Association Homeowner/Resident who reserves the Clubhouse is the "Event Sponsor" and is responsible for complying with the Clubhouse rules. The Event Sponsor will personally accompany their guests at all times while the Clubhouse is in use.

Generally, when the facility is reserved for a function or social open to all members there is no charge. Similarly, when the Clubhouse is used for an event sponsored by the Board or by any duly constituted Association Committee there is no fee charged. When an Association Homeowner/Resident reserves the Clubhouse for a private purpose a nominal fee is charged and a security deposit is issued using two separate forms of payment. This fee is set by the Board of Directors currently being \$65 per day. A \$200.00 damage and key deposit will be required and the Event Sponsor will be responsible for any and

all damages that may occur during their designated time of use. If the Clubhouse is left clean after the event and there are no damages, the security deposit will be refunded. An "Arbor Glen Owners Association Clubhouse Rental Agreement" must be signed by the Event Sponsor prior to use of the Clubhouse.

Under no circumstances is a Clubhouse key to be given to any non-member(s) of the HOA nor is the key to be duplicated. Return the Clubhouse key immediately after your use.

Reservation Guidelines:

1. The Clubhouse is for the use of Homeowners/Residents in good standing and their guests only, and will not be loaned to non-Homeowners/Residents or Homeowners/Residents not in good standing; maximum number of guests per event is forty-two; minors under 18 years of age must be accompanied and further chaperoned by the "Event Sponsor" of record at all times during the event.
2. Reservations are for the Clubhouse only, and not for the swimming pool. Homeowners/Residents in good standing and their guests only wishing to use the pool while the Clubhouse is reserved must use the pool gate and the door leading to the rest rooms and back hall. This policy will allow Homeowners/Residents in good standing and their related guest(s) UNLIMITED use of the pool.
3. If you wish to reserve the Clubhouse for a private function, contact the Association Manager to determine availability and to make your reservation.
4. Prior to your event contact the Association Manager and sign an "Arbor Glen Owners Association Clubhouse Rental Agreement". At that time, you are to provide a check in the amount of \$65 (or agreed upon rental fee) for each day of the scheduled event plus a \$200 refundable damage and key deposit and a \$50.00 cleaning deposit paid by the Event Sponsor by check or money order to Arbor Glen Owners Association. The usage fee is deposited into a Clubhouse Escrow Account to cover the cost of basic Clubhouse supplies, maintenance, and future replacements. The security deposit will be held until the Clubhouse is inspected after the conclusion of the event. If there is no damage and the Clubhouse is left clean, the security deposit will be returned to the Event Sponsor; otherwise, damages will be deducted if deemed necessary.
5. Reservations for more than one (1) day must be approved by the Clubhouse Committee.
6. Beer, wine, and/or champagne are permitted under the following conditions: a) The Event Sponsor provides for a TABC Certified Bartender. b) The Event Sponsor and Bartender must insure that no minor or intoxicated persons will be served, and that no intoxicated person will be allowed to drive. Note: All Homeowners/Residents and their guests will conduct themselves in an orderly manner at all times and will not participate in or support unlawful activity in the Clubhouse or any common areas in the community. Functions involving solicitation, drug and/or alcohol resale as well as subleasing are strictly prohibited.

GENERAL RULES:

1. The Event Sponsor is responsible for ensuring that parking for the event does not block the driveway of any Residence.
2. NO SMOKING is allowed at any time inside the Clubhouse.
3. The Event Sponsor will supply all needed amenities, i.e. utensils, cups, serving platters, etc.
4. No grilling anywhere in the Clubhouse or pool area.
5. Decorations to be installed with user-friendly tape. No nails, tacks or staples, etc. are allowed.
6. No helium balloons or Silly String is allowed in the Clubhouse.

7. Furniture or equipment is not to be removed from the Clubhouse for any reason.
8. Wet bathing suits, towels, etc., will not be allowed in the Clubhouse proper.
9. Keep the door between the Clubhouse and rest rooms locked and unlock only as needed.
10. Animals are not allowed in the Clubhouse or pool area.
11. Bicycles, skateboards, roller-skates, roller blades/glides or any item deemed harmful to the Clubhouse itself are not allowed.
12. All events should terminate at the designated time with NO OVERNIGHTS.
13. If an event causes a disturbance to other Homeowners/Residents, or allows for misuse of the building facilities, the Event Sponsor of record may be fined and denied use of the Clubhouse in the future.
14. Please report any damage, broken appliance or other problems to the Clubhouse Committee Chairperson or Association Manager. Damage due to the misuse of the Clubhouse is the responsibility of the Event Sponsor of record and that person will be held accountable.

The following items must be completed in a satisfactory manner prior to return of any security deposit being held. The Clubhouse will be inspected following your event to ascertain the condition in which the area was left.

1. All garbage will be bagged, tied off and removed from the Clubhouse – then disposed of properly.
2. Turn off stove/oven.
3. No items are to be left behind which have been brought into the Clubhouse. This also includes cleaning out the refrigerator and/or freezer.
4. Turn air thermostat to 85° during the summer and 60° during the winter. Keep all windows and doors closed when the air conditioner or heater is being used.
5. Lock all doors and windows before you leave and remember to close the blinds.
6. All clean-up is to be completed by noon of the following day – no exceptions.
7. Any spill/stain to furniture, carpet, and or wall(s) must be blotted and cleaned immediately. Stains noted at final inspection time will result in forfeiture of the \$50.00 cleaning deposit fee. Any additional amount needed for extra cleaning, repair or replacement will also be deducted or assessed to the Event Sponsor of record. Prior to rental of Clubhouse a walk-through is recommended to ascertain the condition of the Clubhouse prior to the Event Sponsor's use.

Take pride in your facility; do not allow your guests to misuse or abuse our Clubhouse!

ARBOR GLEN OWNERS ASSOCIATION, INC.

CLUBHOUSE CHECKLIST

	CIRCLE	YES or NO
<u>GENERAL</u>		
Floors clean (sweep/mop as needed)	YES	NO
Windows and doors secure.....	YES	NO
Sliding patio door secured (locked).....	YES	NO
Front blinds open.....	YES	NO
Trash removed (must not leave on property).....	YES	NO
Ceiling fan off.....	YES	NO
Tables/chairs stored in small room.....	YES	NO
Lights off except 1 in kitchen.....	YES	NO
Set thermostat in the summer on cool and 85°.....	YES	NO
Set thermostat in the winter on heat and 60°.....	YES	NO
Fireplace flue closed.....	YES	NO

<u>KITCHEN</u>		
Refrigerator (clean/remove all food items).....	YES	NO
Sinks and counter clean.....	YES	NO
Microwave oven and stoves – off.....	YES	NO
Coffee maker clean and unplugged.....	YES	NO

<u>BATHROOMS</u>		
Clean and water not running.....	YES	NO
Lights off.....	YES	NO
Access doors locked.....	YES	NO
Trash emptied.....	YES	NO

Clubhouse user's signature _____

Board member signature _____

Deposit refund due YES/NO

Send or Fax to Ross at (817)-676-9881

**ARBOR GLEN OWNERS ASSOCIATION, INC.
CLUBHOUSE USAGE AGREEMENT**

I have read and agree to abide by the following rules regarding the use of the Arbor Glen Clubhouse.

1. The clubhouse will be utilized for the purpose of private events only.
2. I am an owner/tenant in good standing at _____ and I will be in **attendance at all times** during the function for which the clubhouse has been reserved. I am aware that I am personally liable for the actions of my guests inside the clubroom and on the common elements.
3. I agree to bear sole and complete liability for any personal injury sustained by my guests or myself and shall hold Arbor Glen Owners Association and its representatives harmless for any claims which may arise out of this reservation agreement.
4. I agree to bear sole and complete responsibility for any and all damage to the clubhouse and/or its contents and furnishings.
5. I agree that neither my guests nor I will utilize the clubhouse for any purpose or undertake any activity which might be construed as a violation of city, state and/or federal laws and ordinances and Arbor Glen Owners Association Rules and Regulations and Community Policies, specifically including but not limited to Pool Rules and Clubhouse.
6. I agree that the Arbor Glen Owners Association will not bear responsibility for any lost, damaged, or stolen personal articles.
7. All equipment must be removed from the clubhouse by the end of the event, and all garbage must be placed in garbage bags and taken to the owner's/tenant's residence for pick-up on garbage day. **Garbage will not be left in the clubhouse.**
8. The pool, pool area, and areas surrounding the clubhouse cannot be reserved exclusively by any owner/resident. IF the pool area is used by a resident or their guests it is that resident's responsibility to require that their guests be cooperative with other pool users, and observe the Arbor Glen OA Rules and Regulations and clean up around the pool prior to their departure. The damage deposit will be forfeited if these rules are violated.
9. **I will instruct my guests to park in guest parking spaces and not in reserved spaces at the condominium building or fire lanes.**
10. All clubhouse furniture must be back in the order in which it was found. In addition, all lights and ceiling fans must be turned off, except to leave one kitchen light on. Please leave all mini-blinds open, In the summer turn the air conditioning to 80°F; in the winter leave heat set on 60°F.
11. The Association requires three (3) separate checks to reserve the clubhouse. Checks must be made payable to **Arbor Glen Owners Association**.
 - Fees: \$65 non-refundable usage fee, \$200 damage and key deposit. Note: if key is not returned the \$200 deposit will be kept for the cost of re-keying the lock and a \$50 cleaning deposit.
 - Owner/tenant has the option to leave the clubhouse dirty and forfeit the \$50.00 cleaning deposit.

- 12. The owner/tenant will be given the clubhouse key in advance however; the clubhouse may not be entered until the reserved date and time.
- 13. The damage deposit is refundable at the sole discretion of the Board of Directors. The damage deposit does not limit the liability of any damage, claims, or losses which may arise out of this agreement. The lessor has no limit on liability damage.
- 14. The clubhouse must be thoroughly cleaned and restored to an orderly condition, the floor must be swept and cleaned and all garbage bagged and removed from the clubhouse premises. Failure to clean the clubhouse will result in the user forfeiting the \$50 cleaning deposit.

I HAVE READ THIS AGREEMENT IN ITS ENTIRETY (1 THROUGH 14) AND UNDERSTAND THAT THE USAGE FEE IS NON-REFUNDABLE AND THAT VIOLATIONS OF ANY OF THE ABOVE MAY RESULT IN FORFEITURE OF THE ENTIRE \$200 DAMAGE AND \$50 CLEANING DEPOSITS. ATTACHED ARE THREE (3) CHECKS MADE PAYABLE TO ARBOR GLEN OWNERS ASSOCIATION - \$50 CLEANING DEPOSIT, \$200 DAMAGE DEPOSIT, AND USAGE FEE.

Signature Owner/Tenant

Date

Name: _____

Date of Function: _____

Address: _____

Time of function: _____ to _____ Contact phone number: (_____) _____

Signature of Arbor Glen Representative

Date

Please return to:
Ross Property Management
1108 W. Pioneer Parkway
Arlington TX 76013

For Office Purposes Only:

<input type="checkbox"/> \$65 Usage Fee (non-refundable)	Check # _____	Amount Collected: \$ _____
<input type="checkbox"/> \$50 cleaning deposit received	Check # _____	
<input type="checkbox"/> \$200 damage deposit received	Check # _____	
Damage Inspection:	Date: _____	
Cleaning Inspection:	Date: _____	

COLLECTION POLICY AND PROCEDURES

The owner's payment of Association dues and/or other assessments (the "Assessments") is essential to provide necessary services and pay for financial responsibilities of the Association for the benefit of all owners. These Assessments are a legal obligation of each owner and their property pursuant to filed governing documents of the Association. As a courtesy, notice of monthly Assessments will be mailed annually to each owner indicating the amount due.

It is the obligation of all owners to provide immediate written notice to the Association's Manager of all filings made in the United States Bankruptcy courts. Moreover, it is the obligation of all owners requesting relief under the Servicemembers Civil Relief Act to provide written notice to the Association's Manager, as required by law. The Association shall not be liable for information they were not provided regarding these matters.

The Board may disclose in Association newsletters and by other means: (1) the names of owners who are delinquent in any sums due to the Association; (2) the amount of the delinquencies; (3) the names of rule violators and (4) any and all other disciplinary action taken against owners. All expenses necessary for the enforcement of the Association's governing documents and the collection of Assessments due to the Association by each owner shall be the obligation of the owner.

Assessments are due on 1st of each month** and may be paid by check or money order that is mailed or hand-delivered to the Association Manager. When making a payment, owners should provide their legal address so that proper credit can be given. Payment from owners shall be applied to the owner's outstanding debt to the Association in accordance with State law's required priority of payment. Lastly, it is the owner's responsibility to pre-pay for the release of any Notice of Assessment Lien if one is ever filed against owner's property by the Association.

In the Event any Assessment or Dues Payment becomes 15 Days Delinquent:

If the past due amount is \$10.00 or more, a delinquency notice will be sent to the owner and a late fee of \$30.00** will be added to the owner's account on a recurring monthly basis that the delinquency continues. Notification of the delinquency, as well as the amount of fines charged (if any) will be provided by mail to the owner's address of record.

In the Event any Assessment or Dues Payment becomes 45 Days Delinquent:

The Association will send a final notice via certified mail to the owner's address of record to give them one last opportunity to pay the balance in full or enter into an approved Payment Plan before the account is turned over to the Association's attorney for further legal collection efforts.

If the Association is forced to turn owner's account over to their attorney for enforcement of the Association's governing documents and/or the collection of Assessments, the following approximate costs could be included on owner's account.

Demand letter	\$125.00 and up
Title Report	\$150.00 and up
Letter to lien holders	\$150.00 and up
Draft and file notice of Assessment lien	\$250.00 and up
Draft and file release of Assessment lien	\$150.00 and up
File request for order on expedited foreclosure	\$1,000.00 and up

Court appearance	\$500.00 and up
File notice of sale on line	\$200.00 and up
Non-judicial foreclosure action	\$500.00 and up
Hourly legal fees	\$200.00 and up

In addition to the legal costs listed above, the \$10.00** collection fee and the \$30.00** late fee will be added each and every month that a balance remains due.

In the event any check is returned unpaid by the financial institution, an additional fee of \$30.00** shall be charged to owner.

In the Event any Assessment or Dues Payment Becomes 75 days Delinquent:

The Association will hire its attorney to (1) send a demand letter; (2) file a notice of the Assessment lien on the owner's lot with the County Clerk's office; (3) provide a notice of the Assessment lien to all lienholders of record on the owner's lot, including owner's mortgage company; (4) file a request for an order to proceed with an expedited foreclosure with the District Court; (5) file a notice of sale and foreclose on the lien; and (5) take all actions in equity and law to collect such debt, in accordance with State law. Once the account is turned over to the Association's attorney for initiation of legal proceedings, a collection fee of \$10.00** per month will also be added to the owner's account.

Attorney fees, collection fees, court costs and filing fees and/or any other related expenses necessary to collect the debt, file the Notice of Assessment lien and to foreclose on that lien will be assessed against each individual owner and the lot as a continuing legal obligation, as allowed by law.

**Otherwise, there will be no exceptions to this
Collection Policy and Procedures with these to apply to everyone.**

Payment Plans

1. Owners are entitled to make partial payments for amounts owed to the Association under a Payment Plan in compliance with this Policy.
2. Late fees, penalties and delinquent collection related fees will not be added to the owner's account while the Payment Plan is active. The Association may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and may change from time-to-time. Interest will continue to accrue during a Payment Plan as allowed under the Declarations. The Association can provide an estimate of the amount of interest that will accrue under any proposed plan.
3. All Payment Plans must be in writing on the form provided by the Association.
4. The Payment Plan becomes effective and is designated as "active" upon:
 - a. receipt of a fully completed and signed Payment Plan form; and
 - b. receipt of the first payment under the plan; and
 - c. acceptance by the Association as compliant with this Policy.

5. A Payment Plan may be as short as three (3) months and as long as eighteen (18) months based on the guidelines below. The durations listed below are provided as guidelines to assist owners in submitting a Payment Plan.
 - a. Total balance up to 2 times annual assessment ... up to 6 months
 - b. Total balance up to 3 times annual assessment ... up to 12 months
 - c. Total balance greater than 3 times annual assessment ... up to 18 months
6. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus the estimated accrued interest. Payment Plan amount varies dependent on outstanding obligation, from \$100.00 to \$180.00**.
7. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
8. If an owner fails to make payments as specified in the Payment Plan, the payment plan will be voided. The Association will provide written notice to the owner that the Payment Plan has been voided. A Payment Plan will be voided if the owner:
 - a. misses a payment due in a calendar month; or
 - b. makes a payment for less than the agreed upon amount; or
 - c. fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.
9. On a case-by-case basis, the Association may agree, but has no obligation, to reinstate a voided Payment Plan if all missed payments are made up at the time the owner submits a written request for reinstatement.
10. If a Payment Plan is voided, the Association will resume the process for collecting amounts owed using all remedies available under the Declarations and the law.
11. The Association has no obligation to accept a Payment Plan from any owner who has defaulted on the terms of a Payment Plan within the last two (2) years.

****or as amended and filed of record by the Association and/or its Board**

The Association Manager or employees thereof do not have the authority to waive or make any adjustments on an owner's account unless directed to do so by the Arbor Glen HOA Board of Directors.

COMMON PROPERTY

Common Property is owned by and is for the use and enjoyment of all Homeowners/Residents. There shall be no obstruction of the Common Area, nor shall anything be kept or stored in the Common Area, nor shall anything be altered, or constructed or planted in, or removed from, the Common Area, without the written consent of the Board. All common area walkways, streets, and entrances are to be kept free and unobstructed at all times and may not be used for any purpose other than entry and exit or for the purpose intended. Homeowners/Residents, including their families and guests may not use any portion of the common area as play areas unless approved by the Board. There is to be no planting or gardening on Common Property; these areas are not to be tilled, gardened, planted or altered in any way without

the approval of the Board. Also, no personal articles may be placed or stored on any portion of Common Property; these personal articles may be removed by the Association without notice. Additionally, Homeowners shall be responsible for cost(s) of repair or replacement of any damage caused by them, their family members, residents (if the dwelling is leased), invitees, agents or employees of the Homeowner to Common Property. In the event, proper repairs are not made within a reasonable period after notice has been given to the Homeowner responsible, the Association then reserves the right to make the repairs needed. If this is necessary a "Specific Assessment" will be made to the responsible Homeowner's property, this "Specific Assessment", being defined as the expenses paid by the Association to make the proper repairs, to reimburse the Association for costs incurred. Homeowner shall not permit anything to be done or kept on their lot or in the Common Area, nor shall anything be altered, or constructed or planted in, or removed from, the Common Area, without the written consent of the Board. Each Homeowner shall be liable to the Association for any damage to the Common Area caused by negligence or willful misconduct of the Homeowner or his family, guests, or invitees, to the extent that the damage shall not be covered by insurance.

Except for mobility impaired equipment, operation of an unlicensed motorized vehicle on the streets or common areas of Arbor Glen is prohibited.

CONSTRUCTION OR MODIFICATION OF DWELLINGS OR OTHER STRUCTURES

Minimum standards and certain restrictions have been applied for the construction of homes and applies to any exterior modifications, including but not limited to the dwelling and/or modifications or additions made on a property including fencing and landscaping. Specific plans for modification and improvements that are anticipated must be approved by the Architectural Control Committee (ACC) before any commitment is made and construction begins. To avoid fines, penalties, or other actions remember specific procedures for submitting a request to the ACC must be followed.

Any changes to the structural appearance or color of the home, fence, or gate must be applied for and approved by the Architectural Committee PRIOR TO starting the project. THE FAILURE OF AN OWNER TO OBTAIN ACC/BOARD APPROVAL PRIOR TO MAKING ANY MODIFICATION(S) TO THEIR PROPERTY AND/OR LOT WILL BE GROUNDS FOR AN IMMEDIATE \$250.00 FINE BEING ASSESSED TO THE OWNER'S ACCOUNT. Owners must apply for and be granted a City Permit prior to starting a project.

CREEK ADJOINING THE PARK AREA

The creek adjoining the park area is the property of the City of Euless and is not intended to be used as a recreational facility. Wading or playing in the creek is discouraged.

DISPLAY OF CERTAIN RELIGIOUS ITEMS

A property owner or resident may display or attach one or more religious items to the entry of their dwelling. Such items include anything related to any faith that is motivated by the resident's sincere religious belief or tradition.

1. Individually or in combination with each other, the items at any entry may not exceed 25 square inches' total in size.
2. The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame.

3. To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed religious items may not:
 - a. threaten public health or safety; or
 - b. violate any law; or
 - c. contain language, graphics or any display that is patently offensive to a passerby.
4. Approval from the Architectural Control Committee ("ACC") is not required for displaying religious items in compliance with these guidelines.
5. As provided by Section 202.018 of the State Property Code, the Association may remove any items displayed in violation of these guidelines.

DOCUMENT RETENTION POLICY

1. Association Documents may be maintained in paper format or in an electronic format which can be readily transferred to paper.
2. Association Documents shall be retained for the durations listed below:
 - a. certificate of formation or articles of incorporation, bylaws, restrictive covenants, other dedicatory instruments and any amendments to same shall be retained permanently; and
 - b. financial books and records, including annual budgets, reserve studies, monthly financial statements and bank statements, shall be retained for seven (7) years (for example the July 2011 financial statements shall be retained until July 31, 2018); and
 - c. account records of current owners shall be retained for five (5) years (for example, invoice, payment and adjustment records on an owner's account with a transaction date of 08/15/2011 will be retained until 08/15/2016 subject to section (d) below); and
 - d. account records of former owners shall be retained as a courtesy to that former owner for one (1) year after they no longer have an ownership interest in the property; and
 - e. contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term (for example, a contract expiring on 06/30/2011 and not extended by amendment must be retained until 06/30/2015); and
 - f. minutes of meetings of the owners and the Board shall be retained for seven (7) years after the date of the meeting (for example, minutes from a 07/20/2011 board meeting must be retained until 07/20/2018); and
 - g. tax returns and CPA audit records shall be retained for seven (7) years after the last date of the return or audit year (for example, a tax return for the calendar year 2011 shall be retained until 12/31/2018); and
 - h. decisions of the Architectural Control Committee ("ACC") or Board regarding applications, variances, waivers or related matters associated with individual properties shall be retained for seven (7) years from the decision date (for example, an application for a swimming pool approved on 10/31/2011 must be retained until 10/31/2018).

3. Any Documents not described above may be retained for the duration deemed to be useful to the purpose of the Association, in the discretion of the Board, its attorney or its managing agent.
4. Upon expiration of the retention period listed above, the Documents shall no longer be considered Association records and may be destroyed, discarded, deleted, purged or otherwise eliminated.

FINES ASSESSED FOR VIOLATIONS OF DECLARATION OR COMMUNITY POLICY

The Association's Governing Documents and Community Policies clearly outline the established guidelines adopted for the overall benefit of everyone within the community. These guidelines are necessary not only for everyone's personal welfare, but to also enhance the future value of all homes and safeguard the "quality of life" that our community provides.

While some policies are specific in nature and establish "rules of conduct" within the community, others are made to reinforce certain provisions of the Declaration and By-Laws. Other policies are necessary to reinforce City Ordinances as well as Federal and State Laws that everyone is obligated to follow because...it's the law.

Most Homeowners/Residents and guests within our community conduct their personal activities to fully comply with these Governing Documents, but occasionally there are those who refuse to do so. Therefore, when any provision(s) of these documents are violated a fine will be assessed against the Homeowner/Resident, whether the Homeowner/Resident causes such violation(s), or its members of their family, occupants, lessees or guests. When violations exist, fines will be assessed as follows:

1. **Violation Notice (Warning)** – Homeowners will be notified by certified mail, return receipt requested, when a violation occurs. They will have a reasonable time period (10 days) to correct the violation. If the violation presents a hazard for residents or is damaging the property, it will require immediate correction and any costs for same will be assessed to the Homeowner's account. The letter will state the suspension action, the fine for the violation, and the Homeowners' options. The options include:
 - a. Curing the violation within 10 days will avoid the fine or suspension action, unless the owner has given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months.
 - b. Homeowners may request a hearing under Section 209.007 (see 2).
 - c. If the Homeowner has had a similar violation within the preceding 12 months, there is no option of a hearing, and the fine policy is enforced if the violation has not been corrected within 10 days.
2. **Assessment Fine (Hearing Notice)** – Per Section 209.006 of the Texas Residential Property Owners Protection Act (TROPA):
 - a. Homeowner may request a hearing on or before the 30th day after the date the owner received the notice by writing the Arbor Glen Owners Association Board of Directors **via the Property Management Company**.
 - b. If the Homeowner loses his hearing, he has 10 days to cure the violation following the hearing. If not corrected within 10 days, the Fine Policy will go into effect.
 - c. If the Homeowner does not request a hearing and does not cure the violation within the reasonable period (10 days), the Fine Policy goes into effect.

3. **Fine Policy:** Homeowners are responsible for all attorney fees and legal costs. All fines will be collected per the Arbor Glen Collection Policy and Procedures.
 - a. 1st Fine: An owner will receive a fine of \$20.00 and given 10 days to comply.
 - b. 2nd Fine: If compliance is not met, the Homeowner will receive a fine of \$40 and given 10 days to comply.
 - c. 3rd Fine: If compliance is not met, the Homeowner will receive a fine of \$100.00 and given 10 days to comply.
 - d. 4th Fine: If compliance is not met, the Homeowner will receive an additional \$100.00 fine automatically every 10 days until compliance is met. **Nonpayment will result in a Notice of Violation being placed in the Homeowner's property records.**
4. The failure of an owner to obtain ACC/Board approval prior to making any modifications(s) to their property and/or lot will be grounds for an immediate \$250.00 fine being assessed to the owner's account.
5. **Damage Assessments:** Violations that result in property damage or cause the Association to incur cleanup costs will result in a Damage Assessment on the Homeowners account. Nonpayment of this type of assessment will result in a lien being placed on the Homeowner's property.

FINES MAY BE ASSESSED IF COMMUNITY POLICIES ARE NOT FOLLOWED

FENCES (*Property Fence Requirements and Guidelines*)

It is very important that all fences within the Arbor Glen Owners Association be regularly maintained to continue their structural integrity and to provide a neat appearance that will preserve the aesthetic character of the neighborhood.

All Homeowners within Arbor Glen are responsible for the replacement and maintenance of their homes wood fence. In most cases Homeowners have commonly shared side and backyard fences. When commonly shared fences require replacement or maintenance the Homeowners affected will be responsible for working out the cost associated with the project.

The only approved material for fences within Arbor Glen is wood (see approved fence materials below) with a wooden gate. All fences must be based on good construction methods to achieve a consistent appearance in keeping with the character of our neighborhood.

An approved variation to a wooden fence is the option for a metal gate. **Prior to installation of any metal gate, the design, color and location must be approved by the Architectural Control Committee (ACC).** In addition, the existing wooden gate must remain in place in front of the metal gate, facing the street, allowing the wooden gate to be closed for privacy.

In addition, any variation from a smooth panel fence (Examples, but not limited to, panels with a design or a top to the fence that is not a single board), must be reviewed and approved by the ACC prior to installation.

Property Lines:

Fences should be constructed on property lines. If you are uncertain about the location of your property line, check the plot survey you received from the Title Company at time of closing.

Fence Foundation:

The fence bottom should be positioned at least 2" above the ground. Keeping the fence off the ground slows down wood decay and makes it easier to trim grass away from the fence base.

All concrete foundations used as a fence base must receive approval from the ACC prior to installation.

Fence Height:

Wood fence board height shall not exceed six vertical feet. The sole exception to the six-foot height restriction is an existing fence located between the back of the homes in Arbor Glen I and Arbor Glen II. This fence is an eight-foot-high wooden fence, due to the higher elevation of Arbor Glen II and will remain an eight-foot-high fence. In addition, fences between the homes, which back on to Midway Road, in both Arbor Glen I and Arbor Glen II, cannot exceed the height of Arbor Glen's perimeter brick wall.

Fence Styles:

- All fences shall follow the topography of the land.
- Vertical panels (boards) must be spaced evenly and close enough together to create privacy screening.
- All fencing visible to the street/common area must be the smooth face side out with no fence poles visible.
- All fencing facing the street/common area shall have a 1 X 4 cap/top rail along the top of the fence to maintain a level straight edge with no dog ear's on the top of the fence visible.
- Overlapping boards permitted

Approved Fence Materials:

- Metal post set in concrete.
- ½" X 4" X 6' panels or ½" X 6" X 6' panels
- Natural wood (cedar, treated pine, whitewoods and redwood) materials.

Stains & Preservatives:

A stain or sealer is not required but if used it must be in one of the approved colors or a clear sealer. Due to stain manufacturers' frequently changing colors and color names, refer to the Arbor Glen website for current colors.

Not Approved:

- Wood fences cannot be painted a color.
- Panels (boards) terminating at the top at a point or dog-ear.
- Post height shall not exceed top of panel.
- Wrought iron fencing (see metal gate exception, detailed above).
- Man-made fencing products (Examples: fiberglass, plastic, etc.). See Other.
- Finials may not be added on top of posts.

Other:

- Vinyl materials are not considered an approved product and must be reviewed and receive prior approval by the ACC prior to installation.

What are Some of the Determining Factors for Wood Fence Replacement and Maintenance?

- If the wood fence is leaning or no longer standing upright.
- Rotting and damage to boards.
- Termite infestation.
- Faded or uneven coloring

Perimeter and Pool Area Fencing is the Responsibility of the Arbor Glen HOA.

Currently there is a combination of fence materials being used:

- Wrought iron
- Wood fence
- Brick wall

Drainage:

During the installation of fencing it is each homeowner's responsibility to ensure the drainage on their property does not change so that it negatively impacts their neighbor's yards. If drainage is impacted during construction, the Homeowner who caused the change will be required to repair the drainage issue.

Approvals and Permits

It is the Homeowner's responsibility to:

- Obtain from the ACC any approvals required for fences that deviate from the requirements detailed above.
- Obtain from the City of Euless any permits required for construction.
- Ensure any underground utilities are identified prior to any construction.

Please feel free to contact any member of the ACC if you have any questions. See Newsletter or Website for Committee member names.

**FENCES MAY NOT BE INSTALLED OR EXISTING FENCES MODIFIED
(INCLUDING PAINTING OR STAINING) WITHOUT PRIOR ACC APPROVAL.**

FLAGS/FLAGPOLES

Flags will be allowed but must be well maintained and tasteful in design – with the ACC being the final determining authority. Installing a flagpole on any property is not permissible unless approved by the ACC.

1. These Guidelines apply to the display of Permitted Flags:
 - a. the flag of the United States; and
 - b. the flag of the State of Texas; and
 - c. the official or “replica” flag of any branch of the United States armed forces.
2. The following flags are not permitted including, but not limited to:
 - a. flags for schools, sports teams, businesses or foreign countries; or
 - b. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
 - c. historical versions of the flags permitted in section 1 above.
3. Permitted Flags may be displayed subject to these guidelines. Advance approval of the Architectural Control Committee (“ACC”) is required for any free-standing flagpole associated with the display of Permitted Flags.
4. Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.
5. Permitted Flags must be displayed from a pole attached to a structure or to a free-standing pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage door.
6. Permitted Flags may be up to three foot (3’) by five foot (5’) in size.
7. Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet (14’) tall and up to twenty feet (20’) tall.
8. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.
9. A flagpole attached to a structure may be up to six feet (6’) long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as to not damage the structure. One attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets which accommodate multiple flagpoles are not allowed.
10. Free-standing flagpoles may be up to twenty feet (20’) tall, including any ornamental caps. Free-standing flagpoles must be permanently installed in the ground per manufacturer’s instructions. One free-standing flagpole is allowed in the portion of the property between the main residential structure and any street and one free-standing flagpole is allowed in the rear or backyard portion of a property.

11. Free-standing flagpoles may not be installed in any location described below:
 - a. in any location other than the Owner's property; or
 - b. within a ground utility easement or encroaching into an aerial easement; or
 - c. beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or
 - d. beyond half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' from the front property line); or
 - e. closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).
12. Lighting may be installed to illuminate Permitted Flags if they are going to be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:
 - a. be ground mounted near the flag; and
 - b. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
 - c. points towards the flag and faces the main structure on the property or to the center of the property if there is no structure; and
 - d. provides illumination not to exceed the equivalent of a 60-watt incandescent bulb.
13. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.
14. Flagpoles are allowed solely for displaying Permitted Flags. If a flagpole is no longer used daily, it must be removed.
15. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

GARAGES & GARAGE DOORS

Garage doors must be kept closed when not in use. Vehicles which are under repair, not in running condition or are junked shall not be parked or housed on a Lot other than inside a garage and the door of the garage containing any such vehicle shall be kept closed, other than while any person is actually in such garage, to the maximum extent possible to screen the vehicle from the view of other Homeowners or the public. Garages are not to be used for general storage or living quarters.

GARAGE SALES

Are permitted if it complies with City of Euless Ordinances.

HOMEOWNER DISPUTE(S)

The Arbor Glen Owners Association Officers, Board of Directors and Association Manager shall refrain from attempting to resolve any disputes which may arise between individual Homeowners/Residents

unless such disputes directly affect Common Property and/or improvements owned by and under the control of the Association. However, the Association Manager, at their sole discretion, may act as a mediator in certain Homeowner/Resident disputes in attempting to affect a reasonable and mutually acceptable agreement between the parties to avoid legal intervention.

HOMEOWNER/RESIDENT SAFETY

Anyone using any of the recreational facilities does so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident, or injury in connection with such use. Each Homeowner/Resident shall hold the Association harmless from all liabilities and any action whatsoever of any nature by any person growing out of the use of the recreational facilities, except where such loss, injury or damage can be clearly proved to have resulted from or been proximately caused by the direct negligence of the Association or its agents, servants or employees in the operation or maintenance of such facilities.

Neither the Association nor the Association Manager provides or guarantees security of any nature. Each Homeowner/Resident is responsible for their own safety and that of their family or guests. In the event of an emergency or any suspicious activity **call 911 immediately**. The Association Manager should also be contacted and made aware of the emergency. All Homeowner/Resident using any of the recreational facilities do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident, or injury in connection with such use.

INSURANCE

Each Homeowner/Resident acknowledges and accepts his/her sole responsibility to provide insurance on their dwelling and their personal property and assumes all risks for loss or damage to same.

LANDSCAPING

Landscaping is to be limited to shrubs, flowers, trees, ground cover, and grass (including artificial grass) of a sufficient quality, quantity and design; to be compatible with landscaping on adjoining properties, and the neighborhood setting intended for the Arbor Glen Owners Association's Community. Property owners shall use reasonable efforts to preserve, keep and maintain the landscaping on individual lots in a healthy and attractive condition. This includes the control of weeds, grass and/or other unsightly growth that is consistent within the community. If after ten (10) days prior written notice a Homeowner/Resident fails to: (1) control weeds, grass or other unsightly growth; (2) remove trash, rubble, building and construction debris; or (3) exercise reasonable care or conduct to prevent or remedy an unclean, untidy or unsightly condition, the HOA may perform whatever work that needs to be done and assessing the Homeowner a reasonable fee for the work performed that creates a lien to enforce collection. To assist Homeowners/Residents in the maintenance of their property, unless modified by the Board of Directors, the HOA has arranged for the mowing and edging of landscaped areas in the front and side yard areas of each dwelling, but each Homeowner/Resident is ultimately responsible for the care of the landscaping on their property.

THE PRIDE OF THE ARBOR GLEN OWNERS ASSOCIATION COMMUNITY IS REFLECTED BY THE CONDITION OF THE LANDSCAPING OF INDIVIDUAL DWELLINGS. PLEASE KEEP YOUR PROPERTY LOOKING NICE AND FREE OF WEEDS AND OTHER OBJECTIONABLE OBJECTS. IF YOU ARE CONSIDERING CHANGING YOUR LANDSCAPING, BEFORE YOU MAKE ANY ADDITION(S) OR MODIFICATIONS TO THE LANDSCAPING ON YOUR PROPERTY IN ANY WAY, OBTAIN PRIOR APPROVAL FROM THE ACC.

LEASING OF DWELLINGS

If you lease your dwelling, you, as the Homeowner, are responsible for all actions and activities of your tenant(s). A statement should be included within your Lease Agreement that the tenant(s) agree to abide by all Governing Documents of the Arbor Glen HOA or they will be in violation of the Lease Agreement and be subject to eviction.

**IF YOU LEASE YOUR HOME, YOU ARE RESPONSIBLE FOR THE
ACTIONS AND ACTIVITIES OF YOUR TENANTS.**

MAINTENANCE OF DWELLING AND/OR LANDSCAPING

All Homeowners are responsible for the maintenance of their dwelling, including but not limited to,

- Roofing system, composition shingle repair or replacement, including decking material as necessary, to maintain a water tight roof structure.
- Wood siding material, including caulking, painting and/or replacement of wood siding components.
- Replacement and/or painting of garage doors and wooden or metal entry doors.
- Fences and gates.
- Trimming of shrubs and trees.
- Replacement or repair of light fixtures attached to any exterior dwelling/building component.

In addition to obtaining approval of any exterior repairs and improvements by the ACC, all Homeowners are also responsible to obtain proper permit(s) from the appropriate governing entity prior to any work being performed. It is the further duty of each individual Homeowner to make certain that all work performed complies with all applicable laws. (Also see "Landscaping")

**HOMEOWNER/RESIDENTS ARE RESPONSIBLE FOR THE MAINTENANCE OF THEIR DWELLING WITH
DWELLINGS TO BE MAINTAINED IN GOOD CONDITION AT ALL TIMES.**

MULTI-FAMILY HOMES

For those residents in Multi-Family Homes (Apartment/Rental Units), all Rules and Policies apply in addition to the following:

- All Owners and Tenants are to park only in the reserved spaces in the parking garage and in the reserved spaces appurtenant to the multi-family building.
- No multi-family Tenants or their guests are to park in the open parking spaces to the clubhouse. Clubhouse parking is limited to Homeowners and their guests attending events.

- Balconies must be kept in accordance with the City of Euless Codes. In addition, balconies must not be used for storage or drying items on railings. Owner/Tenant violators may be subject to being fined.

NUISANCES (I.E., EXCESSIVE NOISE, NOXIOUS ODORS, ETC.)

Homeowners or residents shall exercise reasonable care to avoid making or permitting to be made, loud disturbing, or objectionable noises, or using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and other instruments or devices in such a manner as may be a nuisance to occupants of other homes. If a situation arises that is considered to be an abuse of "Quiet Enjoyment" any Homeowner/Resident affected may contact the City of Euless Police Department and file a complaint. No noxious, offensive act or activity is allowed upon properties, nor shall anything be done which may become an annoyance or a nuisance to the neighborhood. This shall include any outside lighting, loudspeakers or other sound-producing devices be used, which, in the judgment of the Board, may be or become an unreasonable annoyance or nuisance to the other Homeowners or Residents. The Association Manager should be contacted in the event any disturbance is experienced, regardless of other action taken.

PARKING

Arbor Glen Homeowners recognize that there is limited guest parking in some cul-de-sacs and at the clubhouse. Please consider your neighbors and work with them in a friendly and accommodating manner.

- A. Parking for all Homeowners and residents is the garages and driveways of their respective dwellings. Multi-family parking is in the garage reserved spaces or spaces adjacent to the multi-family building.
- B. Guest parking is to be in the island spaces provided for that purpose. A guest, for parking purposes, is one who stays 21 or less total days (consecutive or not consecutive) in a four (4) month period. Homeowners or guests exceeding this may be subject to fines.
- C. No parking is permitted in the streets. These are designated fire lanes and must be kept open at all times. Violators may be reported to the City of Euless Police Department and/or towed from the property without notice at the expense of the Homeowner and/or Resident.
- D. No trailer, camper, mobile home, recreational vehicle, commercial vehicle, truck (other than a standard size or smaller pickup or van), inoperable vehicle of any kind, boat, or similar equipment or vehicle, shall be permitted to remain upon any area within the property, except inside a garage appurtenant to the home, other than temporarily (for loading or unloading passengers or personal property only.)

Commercial vehicles are defined as any vehicle larger than a standard size passenger pickup or van, (examples include but are not limited to dump trucks or other heavy equipment), vehicles that carry or are mounted with equipment used in a profession or for employment (examples include but are not limited to ladder trucks, tow trucks, etc.) and vehicles used primarily in the transportation of passengers for commercial purposes (examples include but are not limited to minibuses, limousines, taxis) and vehicles that have wording, designs, numbers or symbols not original to the factory painting. Violators may be subject to fines.

- E. A vehicle is deemed inoperable if it has a flat tire or tires, or has an expired inspection/ registration sticker or tag. Homeowners may be subject to fines. Inoperable vehicles may be towed at the owner's expense.
- F. Any request by a Homeowner or resident to waive a parking regulation must be approved by a majority of the Board members and in accordance with the Rules for Parking Variance

Rules for Parking Variance

The following residential driveways, due to their short nature, create a safety hazard to both pedestrians and drivers. Because of this hindrance, the resident may apply for a 12-month variance which would allow them to park in any guest parking space. The resident will be issued a window sticker that must be displayed on the car that is parked in guest parking.

The 9 residences that qualify are:

464 Arbor Club
360 Arbor Crest
343 Arbor Court
356 Arbor Court
430 Arbor Creek

380 Arbor Lane
368 Arbor Lane
374 Arbor Lane
378 Arbor Lane

The resident may apply for the waiver if the following criteria are met:

1. The resident owns a third vehicle.
2. The vehicle must be of a type that can physically fit in the garage.
3. The garage must accommodate the vehicles for which it is designed (one or two car garage).
4. The resident must utilize the allocated space in the garage for parking their vehicles. Motorcycles do not count as a vehicle for this purpose.

Parking Variance request form is available on the Arbor Glen website under Documents. Once completed it should be submitted by fax, email or mail to Ross Management. Request will be honored in the order they are received at Ross Management.

PARKING IS LIMITED DUE TO NARROW STREETS SO PARKING ON THE STREET IS NOT PERMITTED. ANY VEHICLES PARKED ON THE STREET OR IN A FIRE LANE IS SUBJECT TO BEING TOWED WITHOUT NOTICE AT THE EXPENSE OF THE CAR OWNER.

PERSONAL PROPERTY REQUIRED TO BE "SCREENED" FROM VIEW

The Property Owner must screen the following items from the view of the public, neighboring lots and dwellings if any of these items exists on the property; (i.e., clotheslines, drying racks, hanging clothes, linens, rugs, or textiles of any kind; yard maintenance equipment, wood and/or compost piles, accessory structures – meaning dog houses, gazebos, metal storage sheds and greenhouses; and garbage/refuse containers). An item within a fenced yard may not exceed the height of the fence without ACC approval.

PETS

- A. No pet shall be permitted to run loose at any time, nor be tied to any portion of the Common Property at any time, nor left unattended or unsupervised outside of the home in which it is housed. Pets which require exercise or must be taken outside the home, must at all times be carried, held or kept on a leash and must not run free. Owners, when exercising their pets, must pick up and properly dispose of their pet's feces from the street or grassy areas, per the City of Euless Pet Ordinance.
- B. Except for Service Animals, no pet shall ever be permitted in the clubhouse, or inside the fenced pool areas. No pets are allowed in the swimming pools.
- C. All pets shall be kept in such a manner as not to disturb the other Homeowners or residents and shall not be kept, bred or maintained for any commercial purposes. Violations of this City of Euless Ordinance may be reported to the City of Euless Police Department.
- D. No household shall be permitted to have more than four animals per household (in accordance with the City of Euless Pet Ordinance Section 10-68) which is a combination of dogs, cats and other legal pets. Puppies and/or kittens are not included in the number until they are weaned. Violations may be reported to the City of Euless Police Department.

Homeowners and residents who witness violations of the City of Euless Pet Ordinance should report such violations to the City of Euless Codes Department and/or Police Department as well as to the Association Manager. Violations may be reported online at www.eulesstx.gov. Click the Access Euless link.

POOL RULES

Hours: Sunday through Thursday 8:00 AM to 10:00 PM
 Friday and Saturday 8:00 AM to Midnight

- Persons under 14 years of age may not swim or play in the swimming pools unless accompanied by and properly supervised by a responsible adult. Persons under 14 years of age not accompanied by an adult should be invited to leave the pool area.
- No Lifeguard on Duty – SWIM AT YOUR OWN RISK.
- Guests are not permitted in the pool area unless accompanied by a Homeowner or resident.
- Noise levels in the pool areas shall be kept moderate at all times. No boisterous or disorderly behavior, obscene language, or excessive splashing. Radio volume shall be at a reasonable level and any resident may request the lowering of the volume at any time. Persons using the pools may be asked to discontinue their use of such if noise levels, excessive splashing or rowdy behavior, (e.g., running, shouting, etc.) disturb the quiet enjoyment of other persons in the pool

areas or the residents who live near the pool areas. Disorderly conduct should be reported to the City of Euless Police Department and the Association Manager.

- Swimsuits or proper swim attire must be worn at all times while using the swimming pools. Cut-offs, diapers, or other attire not designated as swimwear may not be worn in the pools.
- No glass containers, cups, jars, glasses, bottles, or similar items are to be used in or near the pool areas.
- Except for Service Animals, pets are not permitted in the pool areas at any time. No pets are allowed in the swimming pool or fountain.
- There shall be no diving from the side of the pools, furniture, fountain area or similar areas.
- All residents shall have the Arbor Glen Pool Pass in their possession while in the pool areas. Any person using the pool without proper identification will be invited to leave the pool. If unauthorized people do not leave after being asked to do so, the Homeowner or resident may call the City of Euless Police Department.
- Pool gates and restroom doors must be closed and locked when departing the pools. The gates or restroom doors should not be propped open but should be closed and locked after passing through.
- Any Adjustments needed to any of the pool equipment should be reported to the Association Manger.
- **WARNING: ALL SWIMMERS MUST VACATE THE POOL IF LIGHTNING IS PRESENT IN THE AREA.**
- Number of unrelated guests at any one time should be limited to two (2) persons per swimming pool pass.
- Pools may not be reserved and are open to all Homeowners and residents during posted hours.
- No bikes, skates, skateboards, etc., are allowed in the pool area.
- Do not throw pool furniture, equipment, sand/dirt, debris, food or trash into the pool. Pool furniture must remain inside the pool fence enclosure at all times.
- Food, beverages, gum, and tobacco are not allowed to be consumed in the pool.
- No alcoholic beverages are permitted in the pool.
- Personal toy or flotation device(s) must not enter the pool with dirt, sand, or oils attached.
- Children not yet toilet trained, who normally wear diapers, must wear tight-fitting proper swimwear or "Swimmers". No diapers are allowed in the pool. Also do not leave soiled diapers in the pool area or in the trash.
- Those who use the restrooms must leave them clean and the floor dry.
- The pools are owned by the Arbor Glen Homeowner's Association and are for use of Homeowners in good standing and their residents.
- Do not enter the main room of the Clubhouse with wet suits.
- Keep the entry gate to the pool area and the door to the Clubhouse hallway closed and locked at all times. Homeowners/Residents found propping open the gate opening, or failing to secure the gate after each use, will lose their pool privileges for up to one (1) year.
- The key opening the pool gate is the property of Arbor Glen Homeowner's Association. The charge for replacing a lost key(s) is \$25 per occurrence. Homeowner's planning on selling their dwelling must return their key to the Association Manager prior to vacating their property.
- Always clean up and lock up when leaving.

RAINWATER RECOVERY SYSTEMS

The Board has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the installation and maintenance of Rainwater Recovery Systems therein, it is appropriate for the Association to adopt guidelines regarding Rainwater Recovery Systems.

1. Rainwater Recovery Systems may be installed with advance approval of the Architectural Control Committee ("ACC") subject to these guidelines.
2. All such Systems must be installed on land owned by the property owner. No portion of the System may encroach on adjacent properties or common areas.
3. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Systems, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:
 - a. placement behind a solid fence, a structure or vegetation; or
 - b. by burying the tanks or barrels; or
 - c. by placing equipment in an outbuilding otherwise approved by the ACC.
4. A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions:
 - a. the barrel must not exceed 55 gallons; and
 - b. the barrel must be installed near the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle; and
 - c. the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and
 - d. any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.
5. Overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or common areas.
6. Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are not allowed, however, where space allows and where appropriate, ponds may be used for water storage.
7. Harvested water must be used and not allowed to become stagnant or a threat to health.
8. All Systems must be maintained in good repair. Unused Systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed if they can be seen from any street or common area.

RECORDS PRODUCTION AND COPYING POLICY

The Board desires to establish a policy for records production consistent with Section 209.005 of the Texas Property Code and to provide clear and definitive guidance to property owners.

1. Association Records shall be reasonably available to every property owner. An owner may also provide access to Records to any other person they designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the owner, the owner must include a copy of his/her photo ID or have the proxy notarized.
2. An owner, or their proxy as described in section 1, must submit a written request for access to Records. The letter must:
 - a. be sent by certified mail to the Association's address as reflected in its most recent Management Certificate filed in the County public records; and
 - b. contain sufficient detail to identify the specific Records being requested; and
 - c. indicate whether the owner or proxy would like to inspect the Records before possibly obtaining copies or if the specified Records should be forwarded. If forwarded, the letter must indicate the format, delivery method and address:
 - (1) format: electronic files, compact disk or paper copies
 - (2) delivery method: email, certified mail or pick-up
3. Within ten (10) business days of receipt of the request specified in section 2 above, the Association shall provide:
 - a. a written notice that the Records are available and offer dates and times when the Records may be inspected by the owner or their proxy during normal business hours at the office of the Association; or
 - b. the requested Records if any required advance payment had been made; or
 - c. a written notice that the requested Records are available for delivery once a specific required payment is made; or
 - d. a written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method and the delivery address; or
 - e. a written notice that the requested Records cannot be produced within ten (10) business days but will be available within fifteen (15) additional business days from the date of the notice.
4. The following Association Records are not available for inspection by owners or their proxies:
 - a. the financial records associated with an individual owner; and
 - b. deed restriction violation details for an individual owner; and
 - c. personal information, including contact information other than address for an individual owner; and
 - d. attorney files and records in the possession of the attorney; and
 - e. attorney-client privileged information in the possession of the Association.

(The information in; a, b, and c will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection).

5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the owner or their proxy will be given access to equipment to view the electronic records. Association shall not be required to transfer such electronic records to paper format unless the owner or their proxy agrees to purchase such copies.
6. If an owner or proxy inspecting Records requests copies of certain Records during the inspection, Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.
7. The owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead and third party fees (such as archive document retrieval fees from off-site storage locations) as listed below:
 - a. black and white 8½"x11" single sided copies ... \$0.10 each
 - b. black and white 8½"x11" double sided copies ... \$0.20 each
 - c. color 8½"x11" single sided copies ... \$0.50 each
 - d. color 8½"x11" double sided copies ... \$1.00 each
 - e. Oversize paper 11" x 17" single sided copies ... \$.50 each (B & W only)
 - f. Oversize paper 11" x 17" single sided copies ... \$1.00 each (color)
 - g. PDF images of documents ... \$0.10 per page
 - h. compact disk ... \$1.00 each
 - i. labor and overhead ... \$18.00 per hour
 - j. mailing supplies ... \$1.00 per mailing
 - k. Rewritable and Non-rewritable CD ... \$1.00
 - l. Digital video disc (DVD) ... \$3.00
 - m. Audio cassette ... \$1.00
 - n. Specialty paper ... at cost
 - o. postage ... at cost
 - p. other supplies ... at cost
 - q. third party fees ... at cost
8. Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this policy.
9. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30th day after the records are delivered. Owner agrees to pay any additional amount due within thirty (30) days after the

date the records are sent to them. Any unpaid balance will accrue interest as an assessment as allowed under the Declarations.

10. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under section 2 and/or fees under section 4.
11. All costs associated with fulfilling the request under this policy will be paid by the Association's Managing Agent. All fees paid to the Association under this policy will be reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent.
12. Prices may be adjusted from time to time at the Board's discretion but will be in accordance with State law.

Remedy to owner for not allowing access to records

The Owner may file suit in JP Court and obtain an order:

1. Allowing access to the records;
2. Awarding attorney's fees and court costs;
3. Allowing the Owner to deduct the attorney's fees and court costs from any future assessment.

RESIDENCY AND DWELLING USE

Dwellings shall be used for residential purposes only, and occupied by only one family consisting of persons related by blood, adoption or marriage; or no more than two unrelated persons living together as a single housekeeping unit together with any household servants.

ROOFS

An Architectural Control Form must be filled out prior to having roofs replaced. Arbor Glen homes shall remain consistent with the existing roof colors, dark grey or black.

An upgrade to 50-year roofing material is acceptable in the new "architectural" style. However, the background color must be medium to dark grey or black. A color fleck may be used, but MUST NOT become the predominant color.

All roof replacements require the advance approval of the ACC. However, options are now available to owners to allow shingles that apply to the following:

1. Are designed primarily to:
 - a. be wind and hail resistant;
 - b. provide heating and cooling efficiencies greater than those provided by customary composite shingles; or
 - c. provide solar generation capabilities; and
2. When installed:
 - a. resemble the shingles used or otherwise authorized for use on property in the subdivision;
 - b. are more durable than and are of equal or superior quality to the shingles described by Paragraph (a); and
 - c. match the aesthetics of the property surrounding the owner's property.

SIGNAGE

No sign of any kind shall be displayed to the public view on any Lot, except one (1) professional security service sign of not more than one square foot, one (1) sign of not more than five square feet advertising the property for sale or for rent. This includes any vehicle containing printing of any type, whether for advertisement purposes or otherwise any vehicle signage that the Board deems to be a nuisance. "Political" signs are not allowed except during election periods and must comply with City Ordinances. One sign in favor of a candidate, party or issue may be erected on a lot not earlier than 90 days in advance of an election and the sign must be removed not later than 15 days after such election. Signs identifying school-sponsored activities shall be allowed provided however that these are not deemed to be a nuisance and/or violate any City Ordinances and are kept in good repair. No sign may be placed on the Common Property or the entrance areas to Arbor Glen without written approval of the Board of Directors. The Board of Directors or the Managing agent shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or otherwise in connection with such removal.

SOLAR ENERGY DEVICES

The Board has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding solar energy devices therein, it is appropriate for the Association to adopt guidelines regarding solar energy devices within the community.

1. These guidelines apply to solar energy devices ("Devices") as defined in Section 171.107(a) of the Texas Tax Code. A solar energy device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. 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.
2. Such Devices may be installed with advance approval of the Architectural Control Committee ("ACC") subject to these guidelines.
3. Any such Device must be installed on land or structures owned by the property owner. No portion of the Device may encroach on adjacent properties or common areas.
4. Such Devices may only be installed in the follow locations:
 - a. on the roof of the main residential dwelling; or
 - b. on the roof of any other approved structure; or
 - c. within a fenced yard or patio.
5. For Devices mounted on a roof, the Device must:
 - a. have no portion of the Device higher than the roof section to which it is attached; and
 - b. conform to the slope of the roof; and
 - c. be aligned so that the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and
 - d. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and
 - e. have a frame, brackets, and visible piping or wiring that is a color that matched the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and

- f. be in a position on the roof which is least visible from any street or common area which does not reduce estimated annual energy production more than ten percent (10%), as determined by a publicly available modeling tool provided by the National Renewable Energy Laboratory (www.nrel.gov) or equivalent entity over alternative roof locations.
6. For Devices located in a fenced yard or patio, no portion of the Device may extend above the fence. If the fence is not a solid fence which blocks view of the Device, the ACC may require the Device be placed in a location behind a structure or otherwise require visual screening. The ACC may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.
 7. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.
 8. Installed Devices may not:
 - a. Threaten public health or safety; or
 - b. Violate any law; or
 - c. Substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner of ordinary sensibilities.
 9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed if they can be seen from any street or common area.

SOLICITATIONS WITHIN THE COMMUNITY

No solicitations are allowed within the community at any time.

SPEED LIMITS WITHIN THE COMMUNITY

The Arbor Glen Owners Association's Community is the home to many children who often play out of doors as well as those who enjoy biking, walking or running for exercise. Speed limits are subject to City Ordinances but a speed of no more than sixteen (16) miles per hour is recommended. Please drive safely and always stay alert for pedestrians. If you observe reckless and dangerous driving, report this to the City of Euless Police and the Association Manager. To help identify the offender, write down a description of the vehicle and license number and time and location of observation. Fines may be assessed for repeat offenders.

ALWAYS STAY ALERT FOR PEDESTRIANS WHILE DRIVING WITHIN THE COMMUNITY AND OBSERVE SPEED LIMITS. THE POSTED SPEED LIMIT WITHIN THE COMMUNITY IS SIXTEEN (16) MILES PER HOUR. RECKLESS AND DANGEROUS DRIVING SHOULD BE REPORTED TO THE CITY OF EULESS POLICE.

STORAGE UNITS (PODS)

Temporary Storage Units (PODS) may not be placed on any property without a majority approval of the Board.

GET ACC APPROVAL BEFORE YOU SHOP FOR A STORAGE SHED, OUTBUILDING OR ANY OTHER STRUCTURES. THESE ARE NOT ALLOWED UNLESS APPROVED BY THE ACC.

STREETS

Except for equipment for the mobility impaired, operation of an unlicensed motorized vehicle on the streets or common area of Arbor Glen is prohibited.

TRASH DISPOSAL

The disposal of any trash must fully comply with City Ordinances. Household/residential trash collection is provided twice weekly for paying customers who reside inside the City Limits. Homeowners/Residents may place their household trash receptacle(s) near their designated curbside, no earlier than 7:30 PM the day prior to the scheduled collection day. Furthermore, once the garbage collection process is complete, the household trash receptacle(s) must be removed from curbside that collection day by 7:30 PM. When receptacle(s) is not in use it must be stored out of site, i.e., your garage. This also pertains to Recycle Receptacle(s). Note: Please check holiday schedules as the same stipulations apply. Violators may be reported to the City of Euless Code Enforcement.

WALKWAYS AND ENTRANCES

All Common Property walkways, streets, and entrances are to be kept free and unobstructed at all times and may not be used for any purpose other than entry and exit.

WINDOW TREATMENTS OR COVERINGS

The Association has the right and responsibility to control the visual attractiveness of the property. Blinds and drapes must be in good repair, hung properly, and reflect the aesthetic compatibility of our neighborhood. No foil, cardboard or other material that is objectionable in the reasonable judgment of the Board of Directors and/or Managing Agent shall be placed in or next to any window or sliding glass door.

The use of Solar Screens requires prior approval by the Architectural Control Committee as to type, color, etc. Application of Solar Screens on any elevation of a home or building will require all windows on the same elevation to have the same type and color of Solar Screen installed.

ZERO LOT LINE EASEMENTS

Arbor Glen Owners Association is made up of zero lot line plats. Each home has one side of their home that butts up to the neighbor's property. Property plats show we have a maintenance easement on this zero-lot line side. *Easement*, per our property Titles, is a portion of our land our neighbor has the right to access for maintenance purposes.

When it becomes necessary to check or maintain the zero-lot line side of our homes, you need to work with your neighbor to gain access or allow access to that side of our homes. Per City Code, any construction in an easement area must be approved by and is enforced by the City of Euless.