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**ASHLAND GARDEN HOMEOWNERS ASSOCIATION, INC.'S
SUPPLEMENTAL ACC RULES AND REGULATIONS
ADOPTED FOR COMPLIANCE WITH THE 2011 LEGISLATURE**

RAIN COLLECTION AND OTHER SUCH DEVICES

The Board of Directors hereby adopts the following requirements for installation of composting devices, rain barrels, rain harvesting devices, or any other such appurtenances:

(a) Prior to the installation of any such device, the Owner shall first request permission from the Architectural Control Committee in the same manner as any other improvement. These devices will be approved only if there is sufficient area to install such devices. For all such devices, they shall be located so that they are out of sight from the street.

(b) All such devices shall be located entirely on the Owner's property and not on property:

- (1) owned by the property owners' association;
- (2) owned in common by the members of the property owners' association;
- (3) in an area other than the fenced yard or patio of a property owner; or
- (4) located between the front of the property owner's home and an adjoining or adjacent

street.

(c) the barrel or system cannot:

- (1) be a color other than a color consistent with the color scheme of the property owner's home; and
- (2) display any language or other content that is not typically displayed by such a barrel or system as it is manufactured.

(d) All irrigation systems shall be installed underground.

(e) Owners may substitute gravel, rocks, or cacti for grass only after receiving permission from the Architectural Control Committee and said permission will only be given when said use will blend with the overall appearance of the subdivision.

(f) The Architectural Control Committee may allow a rain barrel or rainwater harvesting device to be located on the side of a house or at any other location that is visible from a street, another lot, or a common area but only if there is a reasonably sufficient area on the property owner's property in which to install the device or appurtenance and the device is installed in such a manner as to sufficiently blend with the area.

SOLAR ENERGY DEVICES

In this section "solar energy device" has the meaning assigned by Section 171.107, Tax Code. The Board of Directors hereby adopts the following requirements for installation of solar energy devices:

Prior to the installation of any such device, the Owner shall first request permission from the Architectural Control Committee in the same manner as any other improvement. The following solar energy devices will not be permitted:

(a) a device adjudicated by a court that:

- (1) threatens the public health or safety; or
- (2) violates a law;

(b) a device that is located on property owned or maintained by the property owners' association;

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(c) a device that is located on property owned in common by the members of the property owners' association;

(d) a device that is located in an area on the property owner's property other than:

(1) on the roof of the home or of another structure allowed under a dedicatory instrument;

or

(2) in a fenced yard or patio owned and maintained by the property owner;

(e) a device that is mounted on the roof of the home and:

(1) extends higher than or beyond the roofline;

(2) is located in an area other than an area designated by the property owners' association, unless the alternate location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the device if located in an area designated by the property owners' association;

(3) does not conform to the slope of the roof and has a top edge that is not parallel to the roofline; or

(4) has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace;

(f) a device located in a fenced yard or patio, is taller than the fence line;

(g) a device as installed, voids material warranties.

ROOFING MATERIALS

The Board of Directors hereby adopts the following requirements for installation of solar energy devices:

Prior to the installation of any roofing shingles, the Owner shall first request permission from the Architectural Control Committee in the same manner as any other improvement. The following roofing shingles will be permitted:

(a) those that are designed primarily to:

(1) be wind and hail resistant;

(2) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or

(3) provide solar generation capabilities; and

(b) when installed:

(1) resemble the shingles used or otherwise authorized for use on property in the subdivision;

(2) are more durable than and are of equal or superior quality to the shingles described by Paragraph (a); and

(3) match the aesthetics of the property surrounding the owner's property.

FLAG DISPLAY

The Board of Directors hereby adopts the following requirements for installation and display of flags:

Prior to the installation of any flag for permanent display, the Owner shall first request permission from the Architectural Control Committee in the same manner as any other improvement.

(a) The following flags will be permitted:

- (1) the flag of the United States of America;
 - (2) the flag of the State of Texas; or
 - (3) an official or replica flag of any branch of the United States armed forces.
- (b) The permanent installation must comply with the current legal requirements:
- (1) the flag of the United States must be displayed in accordance with 4 U.S.C. Sections 5-10; and
 - (2) the flag of the State of Texas must be displayed in accordance with Chapter 3100, Government Code.
- (c) A flagpole attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling.
- (d) The display of a flag, or the location and construction of the supporting flagpole, must comply with applicable zoning ordinances, easements, and setbacks of record.
- (e) A displayed flag and the flagpole on which it is flown must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced, or removed.
- (f) Additional Architectural Control Committee considerations include:
- (1) maximum 20 feet in height;
 - (2) not oversized for the area it is to be displayed in;
 - (3) any lights used to illuminate a displayed flag must not disturb area neighbors;
 - (4) noise caused by an external halyard of a flagpole abated; and
 - (5) Owners cannot locate a displayed flag or flagpole on property that is:
 - (A) owned or maintained by the property owners' association; or
 - (B) owned in common by the members of the association.

DISPLAY OF RELIGIOUS ITEMS

The Board of Directors hereby adopts the following requirements for the display of religious items:

Prior to the permanent display of any religious items, the Owner shall first request permission from the Architectural Control Committee in the same manner as any other improvement. Permanent display does not include the temporary display of seasonal items.

- (a) The following items will not be approved for display:
- (1) items that threaten the public health or safety;
 - (2) items that violate a law;
 - (3) items that contain language, graphics, or any display that is patently offensive to a passerby;
 - (4) items in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner's or resident's dwelling; or
 - (5) items that individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size of greater than 25 square inches.
- (b) Except as otherwise provided herein, an Owner or resident is not authorized to use a material or color for an entry door or door frame of the Owner's or resident's dwelling or make an alteration to the entry door or door frame that is not otherwise authorized by the restrictive covenants.
- (c) The Association may remove an item displayed in violation of a restrictive covenant permitted by this section.

TYLER SOEDER

Name: Tyler Soeder
President of the Board of Directors of
Ashland Garden Homeowners Association, Inc.

*10w
1cc - no name
shown*

Dated this 7th day of MAY, 2015.

Before me, the undersigned authority, on this day personally appeared TYLER SOEDER President of Ashland Garden Homeowner Association, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that at least a majority of the Board of Directors approved these Supplemental ACC Rules and Regulations and that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said Board of Directors for Ashland Garden Homeowner Association, Inc.

Given under my hand and seal of office, this the 7th day of MAY, 2015.



Kelly Futral
Notary Public, State of Texas

Return to: *11*
Kathy Ann Terry
PO Box 690141
Houston, TX 77269-0141

RP 094-99-1661

RP 094-99-1662

FILED

2015 JUN 16 AM 10:51

Stan Stewart
COUNTY CLERK
HARRIS COUNTY TEXAS

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

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

JUN 16 2015



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

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ASHLAND GARDEN HOMEOWNERS ASSOCIATION, INC.
RECORDS PRODUCTION AND RECORDS RETENTION POLICY

102
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This Records Production and Records Retention Policy was approved by the Board of Directors for Ashland Garden Homeowners Association, Inc. on the 7th day of MAY, 2015.

I. Copies of Association records will be available to all Owners upon proper request and at their own expense provided the request:

- a. is sent certified mail to the Association's address as reflected in its most recent management certificate;
- b. is from an Owner, or the Owner's agent, attorney or certified public accountant; and
- c. contains sufficient detail to identify the records being requested and state whether the Owner wishes to inspect the books and records prior to obtaining copies or have the Association forward copies of the requested books and records.

II. Association response:

- a. If the Owner makes a request to inspect the books and records, then the Association will respond within **10 business days** of the request, providing the dates and times the records will be made available and the location of the records. The Association and the Owner shall arrange for a mutually agreeable time to conduct the inspection. The Association shall provide the owner with copies of specific documents after the Owner pays the Association the cost thereof. If the Association is unable to produce the information on or before the 10th business day, then they will send the Owner written notice that they are unable to comply within 10 business days and state a date by which the information will be made available for inspection that is not later than 15 business days after the request date.
- b. If the Owner makes a request for copies of specific records, to the extent those books and records are in the possession, custody and control of the Association, the Association will provide the records to the Owner within 10 business days of the Owner's request. If the Association is unable to produce the information on or before the 10th business day, then they will send the Owner written notice that they are unable to comply within 10 business days and state a

RP 094-99-1663

date by which the information will be sent that is not later than 15 business days after the request date. Additionally, the Association will notify the Owner of the estimated cost the Owner must pay before the records will be sent. Upon paying the cost to provide the records, the Association shall send the records to the owner.

III. The Association hereby adopts the following schedule of costs:

- COPIES 10 cents per page, for a regular 8.5" x 11" page
50 cents per page, for pages 11" x 17" or greater
Actual cost, for specialty paper (color, photograph, map, etc.)
\$1.00 for each CD or audio cassette
\$3.00 for each DVD
- LABOR \$15.00 per hour for actual time to locate, compile and reproduce the records (can only charge if request is greater than 50 pages in length)
- OVERHEAD 20% of the total labor charge (can only charge if request is greater than 50 pages in length)
- MATERIALS Actual costs of labels, boxes, folders, and other supplies used in producing the records, along with postage for mailing the records

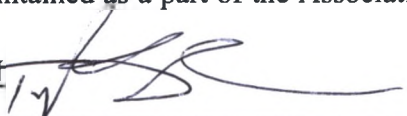
- IV. If the estimated cost provided to the Owner is more or less than the actual cost of producing the documents, the Association shall, within 30 days after providing the records, submit to the owner either an invoice for additional amounts owed or a refund of the overages paid by the Owner.
- V. Unless authorized in writing or by court order, the Association will not provide copies of any records that contain the personal information of an owner, including restriction violations, delinquent assessments, financial information and contact information (other than an owner's address); additionally, no privileged attorney-client communications or attorney work product documents will be provided; and no employee information (including personnel file) will be released.
- VI. With regards to the inspection of ballots, only persons who tabulate ballots under 209.00594 (TPC) may be given access to the ballots cast in an election or vote.

The Association shall maintain its records as follows:

<u>Record</u>	<u>Retention Period</u>
Certificate of Formation/Articles of Incorporation, Bylaws, Declarations and all amendments to those documents	Permanent
Association tax returns and tax audits	Seven (7) years
Financial books and records	Seven (7) years
Account records of current owners	Seven (7) years
Contracts with a term of more than one year	Seven (7) years after contract expires
Minutes of member meetings and Board meetings	Seven (7) years

Records not listed above are not subject to retention. Upon expiration of the retention date, the applicable record will be considered not maintained as a part of the Association books and records.

CERTIFICATION


Name: Tyler Soeder (Tyler Soeder)
President of the Board of Directors of Ashland Garden Homeowners Association, Inc.

Dated this 7th day of MAY, 2015.

Before me, the undersigned authority, on this day personally appeared Tyler Soeder, President of Ashland Garden Homeowners Association, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that at least a majority of the Board of Directors approved this Records Production and Records Retention Policy and that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said Board of Directors for Ashland Garden Homeowners Association, Inc.

Given under my hand and seal of office, this the 7th day of MAY, 2015.

Return to:


Notary Public, State of Texas



Ret
Kathy Ann Terry ✓✓
Attorney at Law
PO Box 690141
Houston, TX 77269

RP 094-99-1665

FILED

2015 JUN 16 AM 10:51

Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

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

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

JUN 16 2015



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

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ASHLAND GARDEN HOMEOWNERS ASSOCIATION, INC.'S
PAYMENT PLAN POLICY

102

This payment plan policy was approved by the Board of Directors for Ashland Garden Homeowners Association, Inc. on the 7th day of MAY, 2015 which policy is to be followed when an Owner requests a payment plan for delinquent regular or special assessments or any other amount owed to the Association.

100

1. Owners are entitled to pay their assessments according to the terms of this approved payment plan policy, as long as an Owner has not failed to honor the terms of a previous payment plan during the past two (2) years.
2. All payment plans require a down payment and monthly payments and will be for a term of no less than three months and no more than 18 months.
3. If an Owner defaults on any payment plan, the payment plan is automatically terminated and the Association is not obligated to make another payment plan with the Owner for the next two (2) years.
4. Alternative payment plan proposals must be submitted to and approved by the Association. The Association is not obligated to approve alternative payment plan proposals. No payment plan may be shorter than 3 months or longer than 18 months.
5. The Association cannot charge late fees during the course of a payment plan, but can charge interest at the rate of twelve percent or the highest rate permitted by law, whichever is lower, which it is entitled to according to its Governing Documents and can charge reasonable costs of administering the payment plan which cost is a monthly charge of \$25.00.
6. Any future assessments which become due during a payment plan must be paid timely.

RP 094-99-1671

CERTIFICATION

Tyler Soeder

Name: Tyler Soeder
President of the Board of Directors of Ashland Garden Homeowners Association, Inc.

Dated this 7th day of MAY, 2015.

Before me, the undersigned authority, on this day personally appeared Tyler Sorensen President of Ashland Garden Homeowners Association, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that at least a majority of the Board of Directors approved this Payment Plan Policy and that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said Board of Directors for Ashland Garden Homeowners Association, Inc.

Given under my hand and seal of office, this the 7th day of MAY, 2015.



Kelly Futral
Notary Public, State of Texas

Return to: ✓
Kathy Ann Terry
PO Box 690141
Houston, TX 77269-0141

RP 094-99-1672

FILED

2015 JUN 16 AM 10:51

Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

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THE STATE OF TEXAS
COUNTY OF HARRIS

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JUN 16 2015




Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

**ASHLAND GARDENS HOMEOWNERS ASSOCIATION, INC.'S
MAINTENANCE FEE INSTALLMENT PLAN POLICY**

By the signature below, the Board of Directors of the Ashland Gardens Homeowners Association, Inc. adopts the following maintenance fee installment plan policy:

Yearly assessments shall be payable in 12 equal monthly installments, each installment due on the first of each month. Additionally, there will be a \$10.00 late fee for any maintenance fee payment received after the 15th of the month.

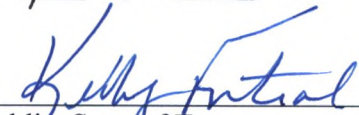

Name: Tyler Sooran
President

Executed this 9th day of June, 2015.

Before me, the undersigned authority, on this day personally appeared Tyler Sooran, President of Ashland Gardens Homeowners Association, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that at least a majority of the Board of Directors approved this Policy and that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said Board of Directors for Ashland Gardens Homeowners Association, Inc.

Given under my hand and seal of office, this the 9th day of June, 2015.




Notary Public, State of Texas

W Ret.
**Kathy Ann Terry
Attorney at Law
PO Box 690141
Houston, TX 77269**

RP 095-14-1070

NOTICE

RP 095-14-1071

FILED FOR RECORD
8:00 AM

JUL - 2 2015

Stan Stewart
County Clerk, Harris County, Texas

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

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

JUL - 2 2015



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS