

Glenview Homeowners

Quick Reference Guide

Effective November 10, 2004

“Annual Assessment” Current Annual dues of \$120. per year for each homeowner. Invoices will be sent out in December and are due and payable the following January. Due do not include garbage pick up.

Improvement to Property The following must be approved by the association prior to any improvements. Any exterior modification, structures, fences, grading, excavation, change of drainage, installation or changes to landscaping on any lot including any change of exterior appearance, color or texture.

Improvements This includes but not limited to your home, buildings, outbuildings, swimming pools, spas, hot tubs, patio covers, awnings, painting of any exterior, additions, sidewalks, basketball goals, flagpoles, or any other type of pole, signs, exterior lighting, recreational equipment, television antenna or dish and landscaping.

Power to Enforce Declaration and Rules and Regulations The Association has the power to enforce the provisions of this Declaration and any Rules and Regulations.

Owner’s Responsibilities

General Each Owner shall maintain his or her Lot and all structures, parking areas and other improvements on the Lot in a neat, orderly condition.

Enforcement of Owner’s Responsibilities In the event of violation of any covenant or restriction by any Owner or occupant of any Lot, after ten days written notice, the Association shall have the right to repair, maintain and restore the Lot in order to protect property values. The Association may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. This statement would immediately be due upon receipt.

Architectural Approval

Approval of Improvements Required The approval of the Architectural Control Committee is required for any improvement to Property before starting such improvement.

Submissions of Plans Owner must submit plans for any and all improvements to the Architectural Control committee for approval prior to starting any project

Roofs Roofs must be covered with wood shingles, aluminum shingles, or fiberglass composition shingles. The color of any composition shingles shall be of wood tone, earthtone or in harmony with earthtones. Owner must have written approval by the Architectural Control Committee prior to installation.

Grass, Shrubbery and Landscaping All grass, plants and shrubs shall be maintained by the Owner of the Lot. The grass, plants, shrubs and trees shall be of a type and within

standards approved by the Architectural Control Committee. The landscaping requirements of the Architectural Control Committee may be revised from time-to-time.

Antenna or Satellite Dish of One Meter (39 inches), and Other Antennas and Related Masts An antenna or satellite dish of one meter (39 inches) or less, are permitted. The Association must receive written notification from the Owner before the installation.

Flag poles No free standing flagpole shall be permanently erected.

Exterior Lighting All exterior lighting must first be approved by the Architectural Control Committee.

Window Treatment No window in any home that is visible from any other Lot or a street may be covered with any aluminum foil or other reflective material. Window coverings must be compatible with the design of the Dwelling Unit and the overall appearance of the Properties and from the exterior must be neutral or white if visible from the street. The Architectural Control Committee shall have the sole authority to determine whether particular window coverings are compatible with the design and color of the Dwelling Unit and the overall appearance of the Properties.

Pools No above-ground pools shall be erected, constructed or installed on any Lot.

Artificial Vegetation, Exterior Sculpture and Similar Items No artificial vegetation, permanent flagpoles or temporary flagpoles shall be permitted on the exterior of any of the Properties. No exterior sculpture, fountains, flags and temporary flagpoles, birdhouses, birdbaths, other decorative embellishments or similar items are permitted unless approved in accordance with Article VII of this Declaration. However, flags mounted on the front of your home with a bracket shall be allowed for one week before a nationally recognized holiday and one week after such holiday only.

Playground Equipment No jungle gyms, swing sets or similar playground equipment shall be erected or installed on any Lot without prior written approval of the Architectural Control Committee. These items shall be positioned on the Lot so as not to be visible from any street. These items must be placed on the rear of the Lot no closer to the side within rear lot lines than ten feet.

Exterior Paint The exterior surfaces of buildings, fences or walls located in the Properties shall not be painted or stained unless the Architectural Control Committee gives it prior written approval of the color of paint or stain to be used. Such approval is required even when painting with the existing color. The purpose of this covenant is to maintain harmony of the exterior paint colors of the buildings throughout the Properties.

Single Family Residential Use Each Owner shall use his Lot and the Dwelling Unit on his Lot, if any, for single family residential purposes only. The term "single family residential purposes" shall also be defined as: (a) one or more persons related by blood, marriage or adoption, which may include only parents, their children (including foster chil-

dren and wards), their dependent brothers and sisters, their grandparents and domestic servants; and (b) no more than two unrelated persons living together as a single house-keeping unit and their children (including foster children and wards), their dependent brothers or sisters, their grandparents and their domestic servants.

Quiet Enjoyment No portion of the Properties shall be used in whole or in part for the storage of any property or thing that will cause it to appear in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any structure, thing or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of the surrounding property.

Business Use An Owner of a Lot may have one total of the following types of sales: (1) garage, (2) moving, (3) rummage, of no more than one full weekend during each one year period of ownership.

Leasing Provisions No Owner shall be permitted to lease less than the entire Lot. Every such lease shall be in writing. Upon the execution of a lease agreement, the Owner shall notify the Association in writing of the Owner's designated address and the name of Owner's lessee.

Parking and Prohibited Vehicles No motor vehicles or non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper rig off of truck, hovercraft, aircraft, machinery, or equipment of any kind may be parked or stored on any part of any Lot, easement, or right-of-way, unless such vehicle or object is completely concealed from public view inside a garage or enclosure approved by the Architectural Control Committee. Passenger automobiles, vans, motorcycles or pick-up trucks that are in daily use on the streets and highways of the State of Texas may be parked in the driveway on a Lot, however, no vehicle shall be parked so as to obstruct or block a sidewalk or upon any portion of the grassed areas or yard. The Board of Directors of the Association may adopt Rules and Regulations regulating parking on the streets in the Properties.

Lighting Except for traditional holiday decorative lights, which may be displayed for one month prior to and one month after any commonly recognized holiday for which such lights are traditionally displayed, all exterior lights must be approved in accordance with Article VII of this Declaration.

Restrictions on Garbage and Trash We have garbage pick up each Thursday morning. Containers are to be placed out front no earlier than 6pm Wednesday and must be returned to enclosed or screened in area no later than midnight of the day of pick up.

Animals A total of two dogs, cats or other typical household pets may be kept on a Lot (except for fish of a type customarily kept within normal home aquariums) Pets must be kept within the home, an enclosed yard on the lot occupied by the Owner of such pets or on a leash being held by a person capable of controlling the animal. The Board from time to time may determine that a reasonable number in any instance may be more or less than

two. Each Owner, tenant, or guest of an Owner shall have the absolute duty and responsibility to clean up after such animals.

Payment of Assessments (Association dues) Any of the Assessments which are not paid within thirty day after the due date shall be delinquent and shall be subject to the following:

- (1) Interest at the rate of eighteen percent per annum from the due date or the maximum rate of interest allowed by law, if less than eighteen percent, and all costs of collection, including reasonable attorney's fees.
- (2) All rights of the Owner as a member of the Association (but not such Owner's responsibilities as a Member of the Association), including usage of the Common Area, shall be automatically suspended until all Assessments and related costs are paid in full, and during such suspension, such Owner shall not be entitled to vote upon any matters on which Members are entitled to vote: and
- (3) An action at law against the Owner personally obligated to pay the same, and/or foreclose on the lien herein retained against the Lot. Interest, costs of court and reasonable attorneys' fees (when placed with an attorney for collection, whether with or without suit) incurred in any such action shall be added to the amount of such Assessment or charge. The Association shall have the right to enforce the aforesaid lien by all methods available for the enforcement of such liens, both judicially and by nonjudicial foreclosure pursuant to Section 51.002 of the Texas Property Code (as may be amended or revised from time to time hereafter)

Compliance It is the responsibility of each owner or occupant of a Dwelling Unit to obtain copies of and become familiar with the terms of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, and Minimum Construction Standards. Every Owner of any lot shall comply with all lawful provisions of this Declaration, the By-Laws, and Rules and Regulation of the Association.