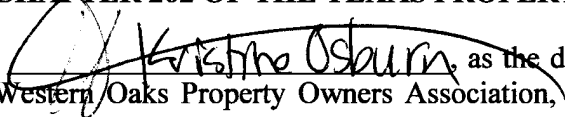




**CERTIFIED RESOLUTIONS OF THE BOARD OF DIRECTORS
OF WESTERN OAKS PROPERTY OWNERS ASSOCIATION, INC.**

**ADOPTION OF PERMITTED RULES AND REGULATIONS
UNDER CHAPTER 202 OF THE TEXAS PROPERTY CODE**

The undersigned,  as the duly elected, qualified and acting Secretary of the Western Oaks Property Owners Association, Inc. (the "Association"), hereby certifies on behalf of the Association that the following resolutions were duly adopted by the Board of Directors of the Association (the "Board") at a meeting of the Board held on March 23, 2012, and that such preamble and resolutions have not been amended or rescinded and are in full force and effect on the date hereof.

WHEREAS, Chapter 202 of the Texas Property Code (the "Code") authorizes the Association to adopt certain dedicatory instrument provisions to impose certain limited permitted regulations for the installation, placement and/or display of solar panels, rain barrels, flags and religious displays; and

WHEREAS, the Board desires to adopt such permissible regulations.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the regulations set forth on Exhibit "A", attached hereto and incorporated herein by reference.

BE IT RESOLVED, FURTHER, that, the Secretary of the Association is hereby authorized and empowered, in the name and on behalf of the Association, from time to time to do and perform all such further acts and things and to execute and deliver all such further instruments as he or she may deem necessary or advisable to carry out and effectuate the intent and purposes of the foregoing resolutions and of the actions referred to therein.

BE IT RESOLVED, FURTHER, that any actions taken by the officers or directors of the Association prior to the date of this action or hereafter that are within the authority conferred hereby are hereby ratified, confirmed and approved as the act and deed of the Association.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Certificate as Secretary on behalf of the Association to be effective upon recording of this document.

By: Kristine Osburn
Printed Name: _____

Title: Secretary

STATE OF TEXAS §

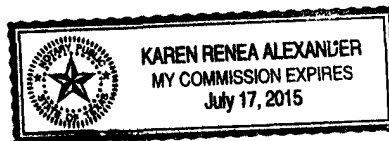
COUNTY OF TRAVIS §

This instrument was acknowledged before me on March 23rd 2012, by Kristine Osburn, Secretary of Western Oaks Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

Karen Renea Alexander
Notary Public Signature

AFTER RECORDING PLEASE RETURN TO:

Gregory S. Cagle
4330 Gaines Ranch Loop, Ste. 150
Austin, Texas 78735



**WESTERN OAKS PROPERTY OWNERS ASSOCIATION, INC.
RESOLUTION ADOPTING PERMITTED RULES AND REGULATIONS
UNDER CHAPTER 202 OF THE TEXAS PROPERTY CODE**

EXHIBIT A

STATUTORY-BASED RULES & REGULATIONS FOR WESTERN OAKS PROPERTY OWNERS ASSOCIATION, INC.

I. OPENING RECITALS

1.1 Declaration. These Statutory-Based Rules & Regulations for Western Oaks Property Owners Association, Inc. apply to all real property that is subject to the Declaration of Covenants, Conditions and Restrictions, Woodside Development Co., Inc., recorded in Document No. 5243, Page 471 in the Official Public Records of Travis County, Texas, as amended and/or supplemented (the "**Declaration**"), such real property constituting the "Western Oaks Subdivision."

1.2 Authority. The Declaration contains provisions which broadly prohibit modifications, additions, installations, or improvements to yards and to the exteriors of homes on every lot in the Property without the prior written approval of the Association's Board of Directors, an Architectural Committee, or the Declarant, as the case may be. Certain recently-enacted State laws purport to override or void any provision in the Declaration that would restrict or prohibit property owners from making certain changes to their lots and homes related to the installation, placement and/or display of solar panels, rain barrels, flags and religious displays. Such State laws, however, authorize the Association to adopt and enforce certain permissible dedicatory instrument provisions that impose certain limited regulations for the installation, placement and/or display of solar panels, rain barrels, flags and religious displays.

1.3 Construction & Conflict. These Statutory-Based Rules & Regulations are drafted to be compliant with certain State laws to which they are inferior. Accordingly, the terms and provisions of these Rules & Regulations are to be liberally construed to give effect to the purposes and intent of the underlying statutes, and may not be construed as a way to evade the protections, permissions, or requirements of State law. As a convenience to the Association's leaders, members, and managers, the pertinent provisions of applicable laws are paraphrased if not restated in these Rules & Regulations. If any provision of these Rules & Regulations conflict with State law, inaccurately paraphrases State law, or inadvertently omits an aspect of State law, the corresponding provision in State law controls. In the event of an apparent conflict between a provision of these Rules & Regulations and a provision in another Governing Document, an effort must be made to construe the provisions so as to give effect to both, if such construction is reasonable. Otherwise, the provision in these Rules & Regulations is the higher authority for the limited purpose for which it is adopted, superseded only by public law. The effect of a general statement is not limited by the enumeration of specific matters similar to the general.

1.4 Severability. Invalidation of any provision of these Rules & Regulations by judgment or court order or subsequent statutory enactment does not affect any other provision, which remains in full force and effect.

1.5 Effective Date. This instrument becomes effective as a Governing Document and a "Dedicatory instrument" of the Association and the Western Oaks Subdivision on the date it is publicly recorded in the Official Public Records of the county or counties in which all or a portion of the Western Oaks Subdivision is located.

II. STATUTORY-BASED RULES & REGULATIONS

The following Rules & Regulations are hereby adopted as a Governing Document of the Association, and as a "Dedicator Instrument" for the Western Oaks Subdivision:

A. FLAG REGULATIONS

A-1 Display of Flags. "Permitted Flags" may be flown every day on a property owner's lot to the full extent protected by applicable law (such as Texas Property Code Section 202.011 and the federal "Freedom to Display the American Flag Act of 2005"), subject only to the requirements of these Flag Regulations. These Flag Regulations will be construed liberally to protect the right of residents to fly Permitted Flags.

A-2 Permitted Flags. Only the following flags are considered "Permitted Flags": the United States flag ("Old Glory" or "Stars & Stripes"), the Texas state flag ("Lone Star Flag"), and the official or replica flag of any branch of the United States armed forces. As used in these Flag Regulations, "flag" means "Permitted Flag" in most contexts.

A-3 Architectural Committee. Property owners are encouraged (but not required, except for illumination) to apply to the Architectural Committee for confirmation that the proposed flag, flagpole, or flag staff conforms to the parameters of applicable law and these Flag Regulations. The Association may require an owner to repair, replace or remove a flag, flagpole, and/or flag apparatus that does not comply with the requirements of applicable law or these Flag Regulations.

A-4 Size, Number & Location. Permitted Flags up to five feet (5') in height by eight feet (8') in width may be flown or displayed on a property owner's lot. Up to three Permitted Flags may be flown simultaneously on a lot. Only one in-ground flagpole up to 20 feet in height may be installed on a lot. Space permitting, the in-ground flagpole must be located in a fenced portion of a rear or side yard, within the building setbacks for the lot. A property owner may not install an in-ground flag pole in unfenced portions of his lot unless there is no available space within a fenced yard on the lot. A flag flown at the front of the house must be from a flagstaff that is wall-mounted to the first floor facade of the house and projecting at an angle. An owner may not install or affix a flag display in a common area or within an Area of Common Responsibility.

A-5 Condition. Both flag and flagpole (or flagstaff) must be maintained in good condition at all times. A deteriorated flag may not be flown. A deteriorated or structurally unsafe flagpole must be repaired, replaced, or removed. Mounting apparatus and external halyards must be secured to prevent being a continual or reoccurring source of noise that is objectionable to residents of nearby lots. An in-ground flagpole or facade-mounted flagstaff 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.

A-6 Ordinances. The display of a Permitted Flag, and the location and construction of the supporting flagpole, must comply with applicable zoning ordinances, easements, and setbacks of record.

A-7 Illumination. The size, location, direction, and intensity of lights used to illuminate a displayed flag must be approved by the Architectural Committee.

A-8 Respect. Above all else, a Permitted Flag must be flown in a respectful manner. In displaying a Permitted Flag, in addition to the requirements of these Flag Regulations, a resident must substantially comply with the parts of the referenced guidelines that are appropriate for flag displays in residential neighborhoods. For the United States flag, the guidelines for respectful manner are in 4 U.S.C. Sections 5-10. For the Texas flag, the guidelines for respectful manner are in Chapter 3100 of the Texas Government Code. Reference to the federal and state guidelines in this section is not intended to invoke strict compliance with every provision in such guidelines, but that such guidelines shall serve as a general reference for purposes of displaying flags in a respectful manner.

A-9 Severability. If any part of these Flag Regulations is deemed to be unenforceable as to the flag of the United States under applicable federal law, the rest of this Section will continue to apply to the U.S. flag, and the unenforceable provision will continue to apply to other types of Permitted Flags.

A. RELIGIOUS DISPLAY REGULATIONS

B-1 Religious Displays. To the extent permitted and protected by applicable law (such as Texas Property Code Section 202.018), a property owner or resident may display or affix one or more religious items to the outside surface of the home's front door or its door frame, provided:

- (1) the display is motivated by the owner or resident's sincere religious belief;
- (2) the display of one or more items does not exceed a collective total size of 25 square inches;
- (3) the display does not extend past the outer edge of the front door frame;
- (4) the display does not violate a law or threaten public health or safety; and
- (5) the display is not patently offensive to a passerby of average sensibilities.

B-2 Limitations. This limited right to display based on religious belief does not extend to any other feature or modification of an entry door or door frame.

B-3 Self-Help Remedies. In addition to remedies available to the Association for a violation of the Declaration or other Governing Documents, the Association may exercise self-help remedies to remove a religious display that violates the Religious Display Regulations.

B. RAIN BARREL REGULATIONS

C-1 Rain Barrels. To the extent permitted and protected by applicable law (Texas Property Code Section 202.007), a property owner may install rain barrels or a rainwater harvesting system on his or her lot, subject to the requirements of these Rain Barrel Regulations.

C-2 Prohibited Locations. A property owner may not install a rain barrel or rainwater harvesting system between the front of the home and an adjoining or adjacent street, or in a common area.

C-3 Architectural Committee. If a rain barrel or rainwater harvesting system is to be located on the side of a property owner's house or at any other location on a property owner's lot that is visible from a street, another lot, or a common area, prior to installation of such rain barrel or rainwater harvesting system, the property owner must submit to the Architectural Committee plans and specifications for the rain barrel or rainwater harvesting system which indicate the size, type, and materials used in the construction of such rain barrel or rainwater harvesting system. In such circumstance, the Architectural Committee shall have the authority to regulate the size, type, and shielding of, and the materials used in the construction of the rain barrel or rainwater harvesting system provided: (a) the regulation does not prohibit the economic installation of the rain barrel or rainwater harvesting system on the property owner's lot and (b) there is a reasonably sufficient area on the property owner's lot in which to install the rain barrel or rainwater harvesting system. Such rain barrel or rainwater harvesting system shall also be properly screened so as to obscure view of the rain barrel or rainwater harvesting system from adjoining property and the street, and such method of screening, and the proposed screening materials, must also be approved in advance of installation by the Architectural Committee. No rain barrel or rainwater harvesting system may be installed on the side of an Owner's house or at any other location on an Owner's Lot that is visible from a street, another lot, or a common area until the required plans and specifications have been reviewed and approved by the Architectural Committee.

C-4 Other Requirement. All rain barrels or rainwater harvesting systems installed on a property owner's lot must be of a color that is consistent with the color scheme of the home constructed on such lot. In addition, no rain barrel or rainwater harvesting system may display any language or other content that is not typically displayed by such a barrel or system as it is manufactured.

C. SOLAR PANEL REGULATIONS

D-1 Installation of Solar Panels. To the extent permitted and protected by applicable law (Texas Property Code Section 202.010), a property owner may install solar energy devices defined by Texas Property Code Section 202.010 ("Solar Energy Devices") on the roof or in a fenced yard or patio on his or her lot, subject to the requirements of these Solar Panel Regulations.

D-2 Architectural Committee Approval. A property owner must apply to the Architectural Committee for prior written approval of a Solar Energy Device and its proposed location, pursuant to the provisions of the Declaration or other Governing Documents of the Association. Architectural Committee approval may not be withheld if the Solar Energy Device meets or exceeds the requirements and limitations of these Solar Panel Regulations, unless the Architectural Committee determines in writing that placement of the Solar Energy Device as proposed by the property owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The written approval of the proposed placement of the Solar Energy Device by all property owners of adjoining property constitutes prima facie evidence that such a condition does not exist.

D-3 Yard Installation. A Solar Energy Device may be installed in a fenced yard or patio owned and maintained by the property owner, provided the Solar Energy Device is not taller than the fence line.

D-4 Roof Installation. A Solar Energy Device may be installed on the roof of a residential dwelling or other structure allowed under the Declaration if installed in full compliance with all of the following requirements:

- (1) The Solar Energy Device may not extend higher than or beyond the roofline, the Solar Energy Device must conform to the slope of the roof, and the top edge of the Solar Energy Device must be parallel to the roofline;
- (2) The color of the Solar Energy Device's frame, support bracket, and visible piping or wiring must be a silver, bronze, or black tone commonly available in the marketplace; and
- (3) The Solar Energy Device must be installed on a portion of the roof designated by the Architectural Committee, which should generally be a portion of the roof that is not readily visible from a street or common area. A property owner may install a Solar Energy Device in a location on the roof other than the location designated by the Architectural Committee only if installation of the Solar Energy Device at such alternative location will increase the estimated annual energy production of the Solar Energy Device by more than ten percent (10%), as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory.

D-5 Prohibited Installations. A property owner may not install a Solar Energy Device in a common area; nor may a property owner install a Solar Energy Device in a manner that, as installed, would violate material warranties. A property owner is also prohibited from installing a Solar Energy Device that has been held by a court to violate a law or threaten public health or safety.

D. ROOF MATERIAL REGULATIONS

E-1 Roof Material. To the extent permitted and protected by applicable law (Texas Property Code Section 202.011), roof shingles with the Permitted Features described below may be used on roofs in the Western Oaks Subdivision if such shingles comply with all of the Qualifying Criteria described below, or - alternatively - if approved by the Architectural Committee.

E-2 Permitted Features. Subject to the Qualifying Criteria below, roof shingles with any of the following features may be used on roofs of buildings on a lot:

- (1) Roof shingles that are designed primarily to be wind and hail resistant;
- (2) Roof shingles that are designed primarily to provide solar generation capabilities; and
- (3) Roof shingles that are designed primarily to be more heating and cooling efficient than customary composite shingles.

E-3 Qualifying Criteria. Shingles with the Permitted Features described above may be used (without Architectural Committee approval) only if (when installed) they meet all of the following Qualifying

Criteria, as compared to roof shingles already authorized for use in the Western Oaks Subdivision under the Declaration ("Authorized Shingles"):

- (1) the proposed shingles must be similar in appearance to Authorized Shingles;
- (2) the proposed shingles must be more durable and of equal or greater quality than Authorized Shingles; and
- (3) the proposed shingles must match the aesthetics of the surrounding homes.

E-4 Architectural Committee. Property owners are encouraged (but not required) to apply to the Architectural Committee for confirmation that the proposed shingles conform to the Qualifying Criteria. The Association may require a property owner to remove and replace shingles that do not comply with the requirements of applicable law or these Roof Material Regulations.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Apr 24, 2012 11:17 AM

BENAVIDESV: \$44.00

2012063539

Dana DeBeauvoir, County Clerk
Travis County TEXAS



Western Oaks Property Owners Association Neighborhood Policies

Updated as of July 20, 2004

**This document contains the policies
adopted by
the Board of Directors
and the Architectural Control Committee
related to the usage of the Association facilities
and compliance with the neighborhood deed restrictions
and other property owner association matters
by the owners and residents of Western Oaks
as necessary for the fulfillment of the Association’s responsibilities.**

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SWIMMING POOL RULES AND REGULATIONS

1. The Western Oaks Property Owners Association swimming pool (referred to as “pool” or “pool facilities”) is operated on a “SWIM AT YOUR OWN RISK” basis only. There are NO LIFEGUARDS and NO LIVE MONITORING of the pool.
2. Only eligible Western Oaks residents, their families and guests, and others authorized by the association board of directors are allowed to use the pool and pool area. The authorization of the board is granted to Western Oaks residents (including their families and guests) that have properly executed and submitted the Pool Use Agreement and obtained a gate key provided they, their families and guests comply with all pool rules and regulations.
3. Except in the case of an officially scheduled party, guests that are not members of the resident’s family should be limited to four persons or the members of a single family.
4. The pool gate must be kept locked at all times. Persons without a pool key should not be let into the pool area unless they are known to be authorized to use the pool.
5. Children under age 15 must be accompanied at all times by a parent or other responsible person age 18 or older.
6. Parents with children age 15 and older who allow their child(ren) to use the pool without adult supervision assume full responsibility for their child(ren)’s safety and conduct as well as the safety and conduct of their child(ren)’s guests.
7. Children who are not toilet trained must wear **swim** diapers.
8. The following are **absolutely prohibited** in the pool area:
 - Diving
 - Running, shoving, pushing, dunking, or other horseplay of any kind
 - Scuba diving and scuba diving equipment
 - Profanity, vulgar or obscene language
 - Offensive, vulgar or obscene conduct
 - Loud or excessive noise
 - Use of tobacco in any form
 - Bicycles, skateboards, and skates
 - Pets of any kind
 - Glassware or glass breakables
9. No food or drink may be consumed while in the pool. Food or drinks are permitted **only** on the grass areas or in the gazebo.
10. The Association does not condone consumption of alcoholic beverages on WOPOA property. Minors shall not be provided with or be allowed to drink alcoholic beverages within the pool area, and adults should not drink to excess.
11. Swimmers are requested to shower before entering the pool. This helps reduce the amount of chemicals needed to maintain water quality.
12. Proper swim attire (e.g., appropriate to a family facility) must be worn in the pool area. Cutoffs and disposable diapers are prohibited because they can cause damage to the pool filter system.
13. Pool safety equipment should be used for rescue purposes only, and should not be removed from the pool area.
14. All trash must be properly disposed of in trash receptacles or removed from the pool area.

15. It is strongly recommended that all swimmers employ the buddy system and not swim alone.
16. Bicycles should be parked in the racks provided. If no rack space is available, bicycles should be parked on the grass. Bicycles may not be parked on the sidewalks or near the pool gate or tennis court gate.
17. The pool is not to be used during inclement weather. At the first sound of thunder, the pool shall be considered closed and evacuated immediately. The pool will remain closed to all swimmers until 30 minutes after the last sound of thunder and all danger of lightning has passed.
18. The pool may be closed for cleaning, inclement weather, biological or other hazards, or for any other reason designated by the WOPOA board of directors.
19. Safety concerns or issues should be reported immediately by calling 447-4496, and the pool should be promptly evacuated.

For example, if a child causes fecal contamination of the pool, the parent or other responsible party must notify all swimmers to evacuate the pool and then immediately inform the pool manager by calling the above number. If a biological hazard is evident (such as a dead animal, blood, or vomit in the pool), all swimmers should evacuate the pool; and the situation should be immediately reported to the above number. The information line at that number will provide instructions for dealing with the contamination.

20. Only residents, age 21 or older, or resident parents age 18 or older, are authorized to complete a pool use agreement and to obtain a pool key.
21. All persons in the pool or pool area must abide by the Western Oaks Swimming Pool Rules and Regulations currently in force.
22. Anyone observing an infraction of any WOPOA swimming pool rules or regulations should call the pool manager at 447-4496 and report the violation(s).
23. Pool use information and changes to these rules and regulations will be published in the neighborhood newsletter.

POOL KEYS MAY NOT BE DUPLICATED. IF A KEY IS LOST OR STOLEN, PLEASE CONTACT THE MANAGER FOR A REPLACEMENT. A NOMINAL FEE WILL BE CHARGED.

THE FOLLOWING PAGE CONTAINS THE APPROVED POOL USE AGREEMENT.

WESTERN OAKS POOL USE AGREEMENT

In conjunction with receipt of a key to the Western Oaks Property Owners Association (WOPOA) swimming pool facilities and for and in consideration of the privilege granted to me as a resident to enjoy use of the WOPOA pool, I hereby acknowledge that I have received, read and understand the WOPOA Pool Rules and Regulations. I agree that I will keep informed of all changes the WOPOA Board of Directors may make in the rules and regulations regarding pool use as published in the neighborhood newsletter. I accept full responsibility for ensuring that I, my family and guests understand and will abide by the terms of this agreement and the current rules and regulations.

I will ensure that children under age 15 will be accompanied by a parent or responsible adult when using the pool facility.

I understand that if my child(ren) age 15 or older use(s) my key—with or without my knowledge or permission—to swim without adult supervision, I am responsible and accountable for their safety and conduct while at the pool, as well as the safety and conduct of their guests.

I will ensure that my family and guests who are minors will not be provided nor be allowed to drink alcoholic beverages within the pool area, and that those who are adults will not drink to excess.

I understand that the pool is for the use and enjoyment of all residents of Western Oaks and that I and my family or guests are responsible for picking up and properly disposing of all trash resulting from our use of the pool.

I acknowledge the right of any representative of WOPOA to make any and all judgments regarding noise, conduct, language, attire and any violations of current pool rules and regulations.

I assume full responsibility for any person that I or my family and guests allow to enter the pool area.

I assume full responsibility for the conduct of my family and guests in use of the pool and pool area and I agree to assume any and all liability for any damages resulting from our use of the pool facilities.

I understand that while the WOPOA provides maintenance of the pool and regular testing of the water quality, the WOPOA cannot guarantee the water quality at any given time.

Signature

Key Deposit Amount (or Exchange)

Signature

Date

Address

Telephone Number

Printed Name(s) of Resident(s)

RULES AND REGULATIONS FOR USE OF SWIMMING POOL FOR PARTIES

The WOPOA pool facilities may be used for parties by eligible residents on a first-come, first-served, non-exclusive, "SWIM AT YOUR OWN RISK" basis, subject to the following requirements:

1. Only adult residents of Western Oaks who are eligible to use the pool under the "SWIM AT YOUR OWN RISK" policies may schedule a party at the pool. The maximum time period allowed is four hours. A resident desiring to schedule use of the pool for a party must make arrangements directly with the association manager at least five business days in advance of the desired party date.
2. A scheduled party has rights to the exclusive use of the gazebo, but must share the pool and all other facilities with any other resident and their guests who otherwise are authorized to use the pool.
3. Parties at the pool may **not** be scheduled on Saturdays, Sundays, or major holidays. Parties may be held between the hours of 10:00 a.m. and 10:00 p.m. No party may continue past 10:00 p.m. No more than one party may be scheduled for the same time. A resident cannot schedule a party if someone from his or her household already has a party scheduled.
4. A refundable deposit fee of \$50 is required to complete registration for a party. If the Association has to hire someone to clean the area after the party, the \$50 fee will be retained.
5. **All rules and regulations pertaining to the use of the Western Oaks pool must be observed.**
6. The host resident must be present **for the duration of the party.**
7. At no time may the resident leave the gate to the pool facility unlocked. The host resident is responsible for the conduct and safety of all guests. Any person allowed to enter under the authority of the host resident is considered to be a guest of the host resident.
8. The Association does not condone consumption of alcoholic beverages on WOPOA property. Minors shall not be provided nor be allowed to drink alcoholic beverages within the pool area, and adults should not drink to excess.
9. The host resident is responsible for picking up and properly disposing of all trash resulting from the party.
10. The host resident accepts full responsibility for the conduct of those attending the party and agrees to pay the association for any damage resulting from abuse or misuse of WOPOA property or equipment by party attendees.
11. No admission fee may be charged for those attending the party, nor may food, drink, or other items be sold at the party. The Western Oaks pool is not to be used for profit-making or fund-raising activities without specific approval of the WOPOA Board of Directors.
12. The Association does not provide lifeguards; however, a resident may have one or more certified lifeguards in attendance during the party if desired.
13. The Board of Directors of Western Oaks Property Owners Association reserves the right to deny use of the pool for parties or to impose additional restrictions and limitations for such use at any time.

FOLLOWING PAGE CONTAINS THE AGREEMENT FOR USE OF THE
SWIMMING POOL FOR A PARTY.

WESTERN OAKS
AGREEMENT FOR USE OF SWIMMING POOL FOR A PARTY

I have received and read (1) the Western Oaks Property Owners Association Rules and Regulations For Use of Swimming Pool for Parties and (2) the Western Oaks Pool Use Rules and Regulations. I confirm my acceptance of all provisions and agree to abide by all of the rules and regulations stated therein.

I certify that I have signed a Western Oaks Pool Use Agreement and am authorized to use the pool facilities on the basis of "SWIM AT YOUR OWN RISK."

I understand that the Western Oaks Property Owners Association (WOPOA) provides maintenance of the pool and regular testing of the water quality, but WOPOA cannot guarantee the water quality at any given time.

I acknowledge the right of any representative of WOPOA to make any and all judgments regarding conduct, language, attire and any violations of current pool rules and regulations that may occur in connection with my pool party.

I assume full responsibility for the conduct of my family and guests in use of the pool and pool area and I agree to assume any and all liability for any damages resulting from our use of the same, whether caused by me, a family member, or a guest. I understand that the amount of damages for which I can be held responsible is not limited to the \$50 deposit fee.

Date and Time of Party

Print Name

Expected Number of Adults Attending

Signature

Expected Number of Children/Age Group

Date

RULES AND REGULATIONS FOR USE OF SWIMMING POOL AND FACILITIES FOR SWIM TEAM ACTIVITIES

(amended 4-6-2004)

The Western Oaks/Granada Hills Swim Team may have exclusive use of the Western Oaks pool facility for practice and competitive meets each season, subject to the following rules, requirements and conditions:

1. Swim Team will provide the Board with a request for the proposed days that they wish to schedule for pool use at least 45 days prior to its proposed first day of use of the pool each season. This schedule shall include the requested days for swim practice and meets. The Board shall review the proposal and respond to the Swim Team as soon as possible but not later than one week prior to the first practice day within the proposal. Depending on requested usage from the neighborhood and the need for closing the pool for maintenance, the board reserves the right to reduce, at any time, the number of practice days scheduled for the Swim Team.
2. Swim team practice may be held a maximum of four days per week. Swim team practice may only occur on weekdays that are not federal, state or AISD holidays. The pool will not be available for swim team practice on the last day of school for AISD. Swim Team practice may not be held on Friday afternoons.
3. Swim practice or meets may not be held at any time the pool is closed for maintenance or due to water quality.
4. Prior to the last day of school for AISD, Swim Team daily practice schedule may not begin before 3:30 pm nor extend past 6:30 pm. Following the last day of school for AISD, Swim Team daily practice schedule may not begin before 8:00 am nor extend past noon.
5. Swim meets may be held between the hours of 8:30 am and 4:00 pm on a maximum of three Saturdays per year. Swim Team may use the pool for warm up from 7:30 am to 8:30 am. During these times the Swim Team may have exclusive use of the pool and pool area. The swim team may have non-exclusive access after 8:00 pm and prior to 11:00 pm on the evening prior to the day a meet is scheduled at Western Oaks Pool.
6. If the Swim Team holds gatherings at the park, swimming by persons at these gatherings is subject to the standard rules and regulations for use of the pool by Western Oaks residents and their guests.
7. Swim Team will ensure effective and continuous adult supervision of all swim team activities and activities involving children attending the practices and meets that take place on WOPOA property. This will include adult supervision of children in the park and playground area while waiting to practice or to be picked up by a parent.
8. Swim Team will accept full responsibility for adherence to all WOPOA swimming pool use rules and regulations while it is using the pool and facilities.
9. Swim Team will ensure that all state and local laws regarding swimming pool use for competitive meets, as well as for practices, are followed. This includes full compliance with any requirements for lifeguards or other safety rules and regulations.
10. While the Association provides for pool maintenance intended to maintain proper water chemistry and safe swimming conditions under normal circumstances, the maintenance of water quality cannot be guaranteed. It will be the responsibility of the Swim Team to insure that the water is safe prior to its use and report any unsafe conditions to the association manager. If more frequent maintenance is required in order to maintain acceptable water quality due to the increased bather load, Swim Team will accept responsibility for the

increased costs. If it is necessary for the Association to increase the frequency of pool maintenance in order to maintain acceptable water quality due to the increased bather load of the Swim Team practices, the Swim Team will reimburse the Association for the increased cost or reduce its usage to a level that can be supported by the regularly scheduled maintenance for summer months.

11. Swim Team will ensure that all swim team equipment and materials are properly put away or removed from the pool each day, as well as restoring all WOPOA equipment moved or removed by Swim Team for practice (such as chairs or lane ropes) back to their original placement.
12. Swim Team will ensure that any litter in the area (including the playground) that was not there upon arrival is removed before leaving for the day. Litter in the area upon arrival must be removed or reported to the association manager upon arrival each day.
13. Swim Team will ensure that the pool gate(s) are left securely locked when leaving the pool for the day. During practice hours, gates may not be unlocked or propped open allowing access unless adult supervision is maintaining continuous control of all persons allowed to enter the pool area.
14. Swim Team will inform visitors of parking and neighborhood courtesies prior to swim meet days and help ensure the extra traffic and noise do not create an undue nuisance for residents living near the park.
15. During swim meets, the Swim Team may operate, within or immediately adjacent to the pool area, concessions to sell food and drinks to persons attending the swim meet.
16. Upon the submission of a signed agreement for use of the Western Oaks pool by the Swim Team, the association manager may issue one or more keys to the swimming pool area and restrooms to an official representative of the Swim Team who is also a resident of Western Oaks for the purpose of providing the swim coaches the necessary access to these areas during times of official Swim Team practice and meets only. For reasons of safety, the Swim Team will not have access to the pump house. The authorized Swim Team representative is responsible for collecting and returning all keys to the association manager immediately following the end of the swim season. Keys may not be copied.
17. If needed, a representative of the Swim Team that is also a resident of Western Oaks may obtain a key to the double gates from the association manager by signing for such key. Double gate keys are limited and audited. Copies may not be made for convenience and must be returned to management at the end of the season. The double gates may be used only in preparation for and during swim meets. They must remain locked during all practice hours.
18. WOPOA acknowledges that Swim Team will store the lane marker reel with cover within the pool area and may from time to time have other property within the pool area or on WOPOA property. Swim Team acknowledges that WOPOA has no liability for loss or damage to Swim Team property or the property of its members and guests that is used, left, or stored on or within property owned or under the control of WOPOA.
19. The pump house may not be used for storage or placement of Swim Team equipment and materials or that of Swim Team coaches or team members due to the presence of corrosive and dangerous chemicals and equipment. For safety reasons, the pump house shall be off-limits to any person not specifically authorized by the Board or association manager. Other than the lane marker reel and cover, the Swim Team may not store items within the fenced pool area unless acceptable provisions or arrangements are made in advance with the Board and the Architectural Control Committee.

20. Swim Team will provide the Board with satisfactory proof of adequate liability insurance coverage that includes WOPOA as a named additional insured on such policy. The Swim Team must provide proof of this insurance provision annually prior to any use of the pool facilities for that year.
21. Prior to any use of the swimming pool by the Swim Team a properly executed acknowledgement (as specified on the following page) shall have been provided to the association manager. Review of the current rules, regulations and other policies of the WOPOA and action to acknowledge same by the Western Oaks/Granada Hills Swim Team Board of Directors must occur annually. The Swim Team must provide a new properly executed acknowledgement each year prior to the use of any WOPOA facilities.
22. Upon failure by the Swim Team to satisfactorily meet all regulations, rules and provisions of these rules and regulations, the association manager is authorized to suspend the Swim Team use of WOPOA facilities until satisfactory compliance is restored.

**AGREEMENT FOR USE OF WESTERN OAKS
SWIMMING POOL FACILITY
FOR SWIM TEAM ACTIVITIES**

As the officially designated representative of the Western Oaks/Granada Hills Swim Team Board of Directors, I hereby certify that the Western Oaks/Granada Hills Swim Team Board of Directors has received and reviewed a current copy of the Current Rules and Regulations for Use of Swimming Pool and Facilities for Swim Team Activities along with other rules and regulations applicable to use of the Western Oaks swimming pool facilities and by official action of the board agrees with all of the rules regulation and other provisions and will comply and ensure compliance of all applicable rules and regulations by all persons at or participating in Swim Team practices or other events.

The Western Oaks/Granada Hills Swim Team Board of Directors understands that any association rules and regulations may be amended or revised at any time by the WOPOA Board of Directors and agree that they will stay informed of and abide with any published changes that may occur. The Western Oaks/Granada Hills Swim Team Board of Directors accepts full responsibility for knowing and abiding by any state or local rule or regulation governing any use of or activities on any property owned by WOPOA.

Signature of Swim Team Representative

Print Name

Title or relationship to Swim Team

Date

Address

Telephone Number

(amended 4-6-2004)

**RULES AND REGULATIONS
FOR USE OF PICNIC AND OTHER COMMON AREAS**

The picnic area and other similar common areas within Western Oaks shall be available for the exclusive use and enjoyment of residents and their invited guests, provided that at all times during the use of such areas an adult property owner of record or an adult tenant or lessee of record is personally present. A dependent family member and adult guests do not satisfy this requirement.

TENNIS RULES AND REGULATIONS

1. **Tennis shoes** are the only footwear allowed on the courts.
2. No pets, bicycles, skating or any activity other than the game of tennis will be permitted inside the enclosed area of the courts.
3. No glassware is permitted inside the playing area.
4. Tennis will be on a “first come – first served” basis. If players are waiting, please limit singles play to one hour and doubles play to 1½ hours.
5. Persons 16 years of age or older shall have priority on the courts on Saturday, Sunday and holidays, as well as after 6:00 p.m. on weekdays. Junior players (under 16) are not required to yield if playing with two or more senior players.
6. **At no time** shall courts be occupied by guests unless a homeowner is **playing** with the guest(s) occupying the courts.
7. The host member will be responsible for the behavior of all guests, including cleaning up the facilities and leaving them in satisfactory condition.
8. Proper tennis etiquette is required at all times.
9. Courts are to be **locked** upon completion of play if there are no waiting players. (Tennis court keys are available from the Association Manager.)
10. Players using lighted courts should see that lights are turned off when play is completed.

ADDITIONAL ARCHITECTURAL RULES

Improvements of Existing Structure or Grounds

General Policies

A. Application Information and Procedures

1. The Committee will consider only written requests. An application form has been prepared and can be obtained from the Association Manager or any Architectural Committee member.
2. If a proposal is rejected, the applicant is free to request that the Committee reconsider its position and is encouraged to present new or additional information, which might clarify the request or demonstrate its acceptability. Appeal may be made to the Architectural Committee. If deemed necessary, a final appeal may be made to the Board of Directors.
3. The Committee will answer a request as promptly as possible. If the Committee fails to reply to the applicant within the 30-day time limit set forth in the Western Oaks Covenants, Conditions and Restrictions, then the request is considered to have been approved.
4. Any addition to an existing building, any exterior alteration, or change in any existing building, or any new, detached structure must have the approval of the Architectural Committee before any work is undertaken. Examples of such projects include a deck, storage shed, fireplace, fence, mailbox, basketball hoop, etc.
5. Any addition, exterior alteration, or change in any existing building not screened by a privacy fence shall be compatible with the design, character and exterior finish and color of the original building.
6. Any new detached structure not screened by a privacy fence shall be compatible with the parent structure as to exterior design, finish and color.
7. Approval of any project by the Committee does not waive the necessity of obtaining the required City permits.
8. Obtaining a City permit does not waive the need for Committee approval.
9. The Committee will not knowingly approve a project which is in violation of the City building or zoning codes.
10. All complaints of possible violations should be made in writing, although the Committee may find it advisable to keep the name of the complainant confidential. If there have been no violations, then the complainants should be informed of this in writing. If there is a violation of the rules and regulations, the matter can be dealt with by the Architectural Committee.
11. Nothing in these rules shall supersede the requirements set forth in the Covenants, Conditions and Restrictions of J.W. Smith's Western Oaks.

B. **Plans and Specifications** — To properly review proposed improvements or structural alterations of existing structures or to review any new structure, an applicant shall submit, along with his/her application:

1. One copy of a plot plan showing the location of the proposed improvements on the lot.
2. One copy of front, rear, and side elevations with floor plan structural cross-sections where applicable.

3. Plans or specifications indicating the type of material and the proposed exterior color.
 4. The description of the project should include all information necessary for the Committee to take action. Photographs or sketches of similar completed projects would aid the Committee's consideration.
 5. If the alteration affects the existing drainage pattern, the proposed drainage pattern must be included.
- C. Landscape Improvements** — Landscape improvements are considered to be fences, unusual vegetation coverage or dense shelter belts, walks, detached patios or cabanas, and when such improvements are proposed, the applicant shall submit along with his/her application:
1. One copy of a plot plan showing the location of the proposed improvements on the lot.
- D. Enforcement** — Actions for violations of Architectural Committee Rules:
1. In order to protect the integrity of the neighborhood, the Architectural Committee at its discretion, may require the posting of a security deposit or other performance bond to insure the timely cleanup and completion of the project or improvement. The bond amount or security deposit shall be set by the Architectural Committee; however, on a new structure said amount shall not exceed \$1,000.00 or on an addition to an existing structure, \$500.00. Upon determination by the Architectural Committee that the clean up, construction or completion of the project has become a visual nuisance or safety hazard to the neighborhood, the Architectural Committee shall issue notice to the owner that action is required and such security deposit or performance bond shall be forfeited. Such bond shall be returned upon completion of the project and final inspection by the Architectural Committee.
 2. In order to protect the integrity of the neighborhood, the Architectural Committee or the Board's designate shall be allowed access to the project for a visual inspection to insure compliance with the plans and specifications as approved. Upon such examination, if it appears to the Architectural Committee that the project is not in compliance with the plans and specifications, then notice shall be given to the owner and/or builder to immediately stop work until such default is cured or the change in plans is approved by the Architectural Committee. Such work shall remain stopped until written approval is received from the Architectural Committee.
 3. If Architectural Committee approval is not obtained prior to the beginning of a project covered by these Rules, then notice shall be given to the owner and/or builder to immediately stop work until plans are approved by the Architectural Committee. Such work shall remain stopped until written approval is received from the Architectural Committee.

Architectural Guidelines

The Architectural Committee has established the following guidelines for specific types of construction and improvements at Western Oaks:

A. Building Alterations and Additions and Detached Structures:

1. Any addition, exterior alteration, or change to any existing building shall be compatible with the design character and exterior finish and color of the original building.
2. Any new, detached structure shall be compatible with the parent structure as to exterior design, finish and color.
3. Only the exterior materials existing on the parent structure or those compatible with the architectural design character of the community will be approved.
4. Exterior color changes will be approved only if the proposed color is in harmony with the other existing homes in the community or if the color is similar to the colors originally employed in the community.
5. In general, only those areas that are painted may be repainted; only those areas that are stained may be re-stained; unpainted surfaces and unstained surfaces, such as brick, shall remain unpainted and unstained.
6. Fencing or non-vegetative screening:
 - a. Any fence or screen must have the approval of the Committee before installation is undertaken.
 - b. No fence or screen will be approved if its installation will obstruct sight lines for vehicular traffic or is not in compliance with Section 601 of the Covenants, Conditions and Restrictions of J.W. Smith's Western Oaks. (It should be noted that this means corner lots will have to keep fence lines or the building line of both intersecting streets at the 15 ft. set back if no building line exists due to there being no facing said street.)
 - c. The Committee will not approve an application for the installation of chain link or other galvanized metal fencing.
 - d. All fencing or screening should preferably have finished materials on both sides. If only one side has finished materials, this must face the public side of the individual lot.

B. Landscaping and Planting

1. Landscaping work and planting in general do not require the approval of the Committee. Trees, hedges and shrubs that restrict sight lines for vehicular traffic or restrict pedestrian traffic shall be cut back or removed.
2. Landscaping and planting should not unduly restrict the view from other property.

C. Swimming Pools

1. Permanent type backyard swimming pools must have the approval of the Architectural Committee before any work is undertaken. Permanent backyard swimming pools will be approved by the Committee only after careful consideration of the potential effect of such a pool on a neighboring property.
2. Temporary swimming pools installed above grade and having a depth less than twenty-four inches (24") require no approval by the Committee provided they are enclosed by an approved fence.
3. An application for the construction of a permanent type back yard swimming pool will not be considered unless the application is

accompanied by an application for an acceptable fence design or is to be installed on a lot having an approved existing fence.

D. Play Equipment

1. Children's play equipment such as sandboxes, temporary swimming pools above grade having a depth less than twenty-four inches (24"), playhouses and tents shall not require approval of the Architectural Committee provided that such equipment is not more than six feet high, in good repair (including painting) and every reasonable effort has been made to screen or shield such equipment from view.
2. Equipment higher than six feet (6') shall require approval as to design, location, color, material and use. An application for the construction of play equipment higher than six feet (6') will not be considered unless accompanied by an application for an acceptable fence design or will be installed on a lot having an approved existing fence.

E. Exterior Lighting

Exterior lighting shall be permitted so long as it is directed in such a manner as to create no annoyance to adjacent property.

F. Roofs

Roofs must be of dimensional shingles with no less than a 30-year warranty. There will be no built-up roofs. Alco Lifetime Country Cedar Aluminum Shake roofs or the equivalent are allowable.

G. Garage Conversion

No conversion of any garage whether integral with or detached from a residence shall be permitted which changes the external appearance of the structure in such a way as to render it incapable of performing the purpose of storing a motor vehicle or motor vehicles. Providing however that such conversion may be permitted if it does not interfere with either the external appearance or the permanent ability of the structure to store a vehicle or vehicles.

H. Car Ports

Notwithstanding the provisions of Section 2.02 of the Section Declaration for J.W. Smith's Western Oaks II-A, the Architectural Committee in exercise of the authority granted in the above referenced Article VII, will not permit the construction of a car port on any lot in the subdivision and subsections referred to in the collective declarations.

I. Unsightly Objects

Motorboats, campers, trucks or trailers, and other unsightly vehicles or objects shall be parked, stored or installed in the back of the front wall line of the house and shielded by a solid wood or masonry privacy fence or an enclosed building which screens the object from ordinary public view.

Western Oaks Property Owners Association Assessment Collection Policy

(adopted 4-6-2004)

Effective June 1, 2004, the collection policy for any assessments (including associated collection fees, court costs, filing fees and other costs, if any) owed to the Western Oaks Property Owners Association, Inc. by owners of property within J.W. Smith's Western Oaks Subdivision and subject to payment of assessments to the association shall be as follows:

1. The regular annual assessment shall be paid on a monthly basis in the amount of one-twelfth of the annual assessment.
2. The monthly payment is due on the 1st day of each month and is late if not paid by the 15th day of that month.
3. A notice will be mailed to any owner who has not paid by the 15th day of the month due.
4. This notice will indicate assessments are late and must be paid immediately.
5. If the manager has not received all outstanding assessments by the 15th day of the following month, another notice will be mailed.
6. This notice will indicate that assessments remain past due and must be paid immediately or collection action will be taken.
7. If the assessments are not fully paid by the 1st day of the third month, a "10-day demand notice" will be mailed by regular and certified mail to the owner.
8. This notice will require payment in full within 10 days and place the owner on notice that a suit for collections *will be filed*, and in that event, the owner will be responsible for court costs, legal expenses, and collection fees incurred.
9. If payment in full is not received within ten days of such notice, a \$100.00 late penalty will be added to the amount due.
10. An Owner may clear the account by paying all amounts then due.
11. If suit is filed, the owner will be liable for any court costs, filing fees and other costs actually incurred.

Nothing in this policy shall serve to prevent or limit the payment of assessments of any amount in advance of the due date.

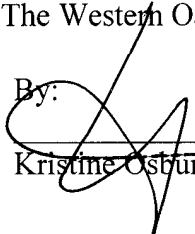
CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete, and correct copy of the Western Oaks Property Owners Association Neighborhood Policies for Western Oaks Property Owners' Association, Inc., a Texas nonprofit corporation.

IN WITNESS WHEREOF, I hereunto set my hand this the 12 day of September 2012.

The Western Oaks Property Owners' Association, Inc.

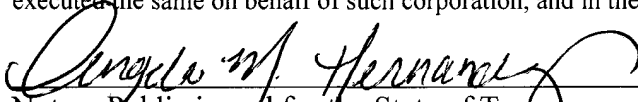
By:



Kristine Osburn, President

THE STATE OF TEXAS
COUNTY OF TRAVIS

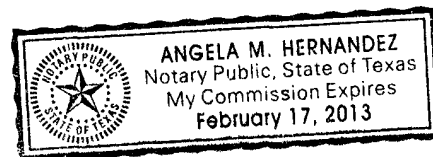
Before me, the undersigned authority, on this 12 day of September 2012, personally appeared Kristine Osburn, President of Western Oaks Property Owners' Association, Inc. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of such corporation, and in the capacity so stated.



Notary Public in and for the State of Texas

Once recorded, please return documents to:

Western Oaks Property Owners' Association, Inc.
c/o Pioneer Real Estate Services
611 South Congress Ave, #510
Austin, TX 78704



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Sep 27, 2012 02:36 PM

2012163034

VANHOOSERJ: \$84.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

**RESOLUTIONS OF THE BOARD OF DIRECTORS
ADOPTING RULES FOR THE
WESTERN OAKS PROPERTY OWNERS ASSOCIATION, INC.**

I, Kristine Osburn, President of Property Owners Association for Western Oaks Property Owners Association, Inc., a not for profit corporation duly organized and existing under the law of the State of Texas, (the "Association") do hereby certify the records and minutes of the proceedings of the Board of Directors of said Corporation, and that on the 17th day of January, 2012 there was duly and legally held a meeting of said Board of Directors at which a quorum of Directors was present and acting throughout, and at said meeting the following resolutions were unanimously adopted:

All restrictions of the declaration and bylaws are by reference incorporated into the rules. In addition to the declaration and bylaws, the Board adopts the following rules:

- 1) "Nonassessment items first. All monies received from an owner may be applied first to nonassessment obligations of the Owner, such as fines, late charges, returned check charges, attorney's fees, user fees, damages, etc., regardless of notations on checks and transmittal letters."
- 2) Standard Violation Process:
 - 1st Violation – Warning
 - 2nd Violation – Notice of Intent to Fine with Option of 30-day Hearing
 - 3rd Violation with Fine - \$50 plus administrative costs
 - 4th Violation with Fine - \$100 plus administrative costs
 - Continuous Violations thereafter - \$150 plus administrative costs
- 3) The Board reserves the right to alter the standard violation process (including the right to reduce or increase the fines) if, in its sole discretion, alternate action is warranted.

Approved this 17th day of January, 2012:



TRV 2013104691
2 PGS

WESTERN OAKS PROPERTY OWNERS ASSOCIATION, INC.

By: _____

Date: May 15, 2013

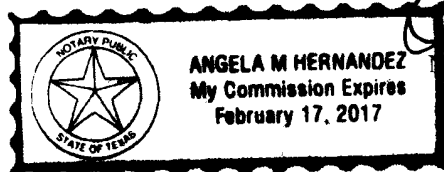
Title: President; Kristine Osburn

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF Travis

This instrument was acknowledged before me on May 15, 2013
By Kristine Osburn, in the capacity stated above.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15 day of
May 2013.



Angela M Hernandez
Notary Public

Once recorded please return documents to:

Western Oaks Property Owners Association, Inc
c/o Pioneer Real Estate Services
611 South Congress Ave #510
Austin, TX 78704



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

A handwritten signature in cursive script, reading "Dana DeBeauvoir", is written over the official text.

Jun 07, 2013 02:38 PM

2013104691

GONZALESM: \$20.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

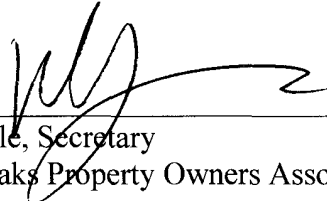


11

**CERTIFICATE OF RESOLUTION
 OF THE WESTERN OAKS PROPERTY OWNERS ASSOCIATION
 ADOPTION OF ARCHITECTURAL RULES**

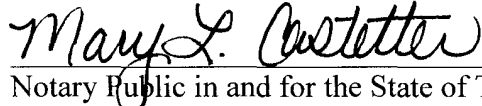
The undersigned, Ingrid Yaple, duly elected, qualified and acting as Secretary of the Board of Directors of the Western Oaks Property Owners Association, hereby certifies on behalf of the Association that the following attached Architectural Rules, approved by the Architectural Committee of such Western Oaks Property Owners Association was ratified and approved by the Board of Directors of the Western Oaks Property Owners Association at a meeting of the Board held on August 29, 2013, and that such Architectural Rules have not been amended or rescinded and are in full force and effect on the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as Secretary on behalf of the Association to be effective upon recording of this document.

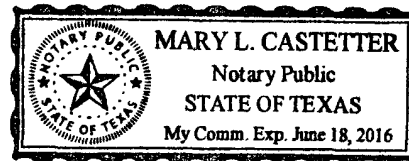
By: 
 Ingrid Yaple, Secretary
 Western Oaks Property Owners Association

STATE OF TEXAS]
]
 COUNTY OF TRAVIS]

This instrument was acknowledged before me on this the 31st day of October, 2013, by Ingrid Yaple, Secretary of Western Oaks Property Owners Association, Inc. a Texas non-profit corporation, on behalf of said non-profit corporation.


 Notary Public in and for the State of Texas

After Recording Return To:
 U.S. Legal Support
 P.O. Box 91071
 Austin, Texas 78709



Rules approved on August 29, 2013
by the Western Oaks POA Board.



Western Oaks Property Owners Association
Architectural Committee

ARCHITECTURAL RULES

Improvements of Existing Structure or Grounds

General Policies

The purpose of the Western Oaks Architectural Committee is to interpret and implement the Western Oaks subdivision restrictions by setting forth the standards and procedures for Architectural Committee review and the guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features which are recommended for use in Western Oaks to protect the integrity and aesthetic compatibility of the neighborhood.

A. Application information and Procedures -

1. The committee will consider only written requests. An application form has been prepared and can be obtained from the Association manager, any Architectural Committee member or at www.westernoakspoa.org/documents.html
2. If a proposal is rejected, the applicant is free to request that the Committee reconsider its position and is encouraged to present new or additional information, which might clarify the request or demonstrate its acceptability. Appeal may be made to the Architectural Committee. If deemed necessary, a final appeal may be made to the Board of Directors.

3. The Committee will answer a request as promptly as possible. If the Committee fails to reply to the application within the 30-day time limit set forth in the Western Oaks Covenants, Conditions and Restrictions, then the request is considered to have been approved.
4. Any addition to an existing building, any exterior alteration or change in any existing building, or any new, detached structure must have the approval of the Architectural Committee before any work is undertaken. Examples of such projects include, but are not limited to, a deck, storage shed, fireplace, fence, mailbox, basketball hoop, etc.
5. Any addition, exterior alteration or change in any existing building not screened by a privacy fence shall be compatible with the design, character, exterior finish and color of the original building.
6. Any new detached structure not screened by a privacy fence shall be compatible with the parent structure as to exterior design, finish and color.
7. Approval of any project by the Committee does not waive the necessity of obtaining the required City Permits.
8. Obtaining a City Permits does not waive the need for the Architectural Committee approval.
9. The Architectural Committee will not knowingly approve a project which is in violation of the City building or zoning codes.
10. All complaints of possible violations should be made in writing, although the Architectural Committee may find it advisable to keep the name of the complainant confidential. If there have been no violations, then the complainant should be informed of this in writing. If there is a violation of the rules and regulations, the matter can be dealt with by the Architectural Committee.

11. Nothing in these rules shall supersede the requirements set forth in the Covenants, Conditions and Restrictions of J.W. Smith's Western Oaks.

B. Plans and specifications -

For proper review of proposed improvements or structural alterations of existing structures or of any new structure, an applicant shall submit, along with his/her application:

1. One copy of a plot plan showing the location of the proposed improvements on the lot.
2. One copy of the front, rear and side elevations with floor plan structural cross-sections where applicable.
3. Plans or specifications indicating the type of material and the proposed exterior color.
4. The description of the project should include all information necessary for the Architectural Committee to take action. Photographs or sketches of similar completed projects would aid the Committee's consideration.
5. If the alteration affects the existing drainage pattern, the proposed drainage pattern must be included.

C. Landscape Improvements -

Landscape improvements are considered to be fences, unusual vegetation coverage or dense shelter belts, walks, detached patios or cabanas, and when such improvements are proposed, the applicant shall submit along with his/her application:

1. One copy of a plot plan showing the location of the proposed improvements on the lot.

D. Enforcement -

Actions for violations of the Architectural Committee Rules:

1. In order to protect the integrity of the neighborhood, the Architectural Committee at its discretion, may require the posting of a security deposit or other performance bond to insure the timely cleanup and completion of the project or improvement. The bond amount or security deposit shall be set by the Architectural Committee; however, on a new structure said amount shall not exceed \$1,000.00, or on an addition to an existing structure, \$500.00. Upon determination by the Architectural Committee that the cleanup, construction or completion of the project has become a visual nuisance or safety hazard to the neighborhood, the Architectural Committee shall issue notice to the owner that the action is required and such security deposit or performance bond shall be forfeited. Such bond shall be returned upon completion of the project and final inspection by the Architectural Committee.
2. In order to protect the integrity of the neighborhood, the Architectural Committee or the Board's designate shall be allowed access to the project for a visual inspection to insure compliance with the plans and specifications as approved. Upon such examination, if it appears to the Architectural Committee that the project is not in compliance with the plans and specifications, then notice shall be given to the owner and/or builder immediately to stop work until such default is cured or the change in plans is approved by the Architectural Committee.
3. If the Architectural Committee approval is not obtained prior to the beginning of a project covered by these Rules, then notice shall be given to the owner and/or builder to immediately stop work until such plans are approved by the Architectural Committee. Such work shall remain stopped until written approval is received from the Architectural Committee.

Architectural Guidelines

The Architectural Committee has established the following guidelines for specific types of construction and improvements at Western Oaks.

A. Building Alterations, Additions and Detached Structures-

1. Any addition, exterior alteration or change to any existing building shall be compatible with the design character and exterior finish and color of the original building.
2. Any new, detached structure shall be compatible with the parent structure as to the exterior design, finish and color.
3. Only the exterior materials existing on the parent structure or those compatible with the architectural design character of the community will be approved.
4. Exterior color changes will be approved only if the proposed color is in harmony with the other existing homes in the community or if the color is similar to the colors originally employed in the community.
5. In general, only those areas that are painted may be repainted; only those areas that are stained may be re-stained; unpainted surfaces and unstained surfaces, such as brick, shall remain unpainted and unstained.
6. Fencing or non-vegetative screening.
 - a. Any fence or screen must have the approval of the Architectural Committee before installation is undertaken.

- b. No fence or screen will be approved if its installation will obstruct sight lines for vehicular traffic or is not in compliance with Section 601 of the Covenants, Conditions and Restrictions of J.W. Smith's Western Oaks. (It should be noted that this means corner lots will have to keep fence lines or the building line of both intersecting streets at the 15 ft. set back if no building line exists due to there being no facing said street.)
- c. The Architectural Committee will not approve an application for the installation of chain link or other galvanized metal fencing.
- d. All fencing or screening should preferably have finished materials on both sides. If only one side has finished materials, this must face the public side of the individual lot.

B. Landscaping and Planting–

- 1. Minor landscaping work and planting as reworking of existing flower beds, planting of trees or shrubs do not require the approval of the Architectural Committee. Other landscaping work and planting will be submitted in writing to the Architectural Committee and will go the normal application process. Trees, hedges and shrubs that restrict sight lines for vehicular traffic or restrict pedestrian traffic shall be cut back or removed.
- 2. Landscaping and planting should not unduly restrict the view from other property.
- 3. Vegetable plants and vegetable gardens are not considered appropriate landscaping materials if located at the front or side of the house visible from the street or another lot. Limited use of cacti for landscaping will be considered by the Architectural Committee.

C. Swimming Pools–

- 1. Permanent type backyard swimming pools must have the approval of the Architectural Committee before any work is undertaken. Permanent backyard swimming pools will be approved by the Architectural Committee only after careful consideration of the potential effect of such a pool on neighboring properties.

2. An application for the construction of a permanent type backyard swimming pool will not be considered unless the application is accompanied by an application for an acceptable fence design or is to be installed on a lot having an approved existing fence.

3. Temporary swimming pools installed above grade and having a depth less than twenty-four inches (24") require no approval by the Architectural Committee provided they are enclosed by an approved fence.

D. Play Equipment-

1. Children's play equipment such as sandboxes, temporary swimming pools above grade having a depth less than twenty-four (24"), playhouses and tents shall not require approval of the Architectural Committee provided that such equipment is not more than six feet high, is in good repair (including painting), and every reasonable effort has been made to screen or shield such equipment when in use.

2. Equipment higher than six feet (6') shall require approval as to design, location, color, material and use. An application for the construction of play equipment higher than six feet (6') will not be considered unless accompanied by an application for acceptable fence design or will be installed on a lot having an approved existing fence.

E. Exterior Lighting-

Exterior lighting shall be permitted so long as it is directed in such a manner as to create no annoyance to adjacent property.

F. Roofs-

Roofs must be of dimensional shingles with no less than a 30-year warranty. There will be no built-up roofs. Alco Lifetime County Cedar Aluminum Shake roofs or the equivalent are allowable.

G. Garage Conversions–

No conversion of any garage, whether integral with or detached from a residence, shall be permitted which changes the external appearance of the structure in such a as to render it incapable of performing the purpose of storing a motor vehicle or motor vehicles. This provides, however, that such conversion may be permitted if it does not interfere with either the external appearance or the permanent ability of the structure to store a vehicle or vehicles.

H. Car Ports–

Notwithstanding the provisions of section 2.02 of the Section Declaration for J.W. Smith's Western Oaks II-A, the Architectural Committee in exercise of the authority granted in the above referenced Article VII, will not permit the construction of a car port on any lot in the subdivision and subsections referred to in the collective declarations.

I. Unsightly Objects–

Motorboats, campers, trucks, trailers and other unsightly vehicles or objects shall be parked, stored or installed in the back of the front wall line of the house and shielded by a solid wood or masonry privacy fence or an enclosed building which screens the object from ordinary public view.

J. Rain Barrel Collection Systems–

Installation of rain collection systems are allowed under the following guidelines: the container must be installed behind the building line of the lot as defined on the plat, shielded from front view of other lots on the street. If the container/reservoir(s) are installed in front of the fence, it must be architecturally compatible to the overall structure design of the homes in the community. If located behind the fence and away from the front view of other homes or the street, then this provision is not necessary. Plumbing connecting to the container/reservoir must have professionally installed appearance. Any installation of rain water collection systems will be submitted in writing to the Architectural Committee and will go the normal application process.

K. Solar Panels–

Solar Panels must be located on the back or side slopes of the roof unless a utility boost greater than 25% can be achieved by locating the panels on the front slope of the roof. This must be certified by a licensed solar panel installer. The panels must be architecturally compatible and in accordance with roof specifications for all homes in the community. Any installation of solar panels will be submitted in writing to the Architectural Committee and will go the normal application process.

L. Flags–

Installation of a flag pole is allowed under the following guidelines: The flag to be displayed must not exceed 3 feet x 5 feet. Stand-alone flag poles are not to exceed 15 feet in height and must be lighted if the flag remains on the pole overnight. An Architectural request will be submitted in writing and will go the normal application process.

TRASH CANS

Trash cans and recycling cans **MUST NOT** be visible from the street Tuesday thru Saturday, but may be placed at the curb on Sunday for the City of Austin trash collection on Monday.

DUES INFORMATION

Please send your Western Oaks dues check to:

Western Oaks Property Owners Association

PO Box 202106

Dallas, TX 75320-2106

Call Kimball Dempsey with Pioneer Property Management
at 512-447-4496 with any questions.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Nov 13, 2013 11:08 AM

2013204139

CLINTONB: \$66.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

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OFFICIAL PUBLIC RECORDS



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Sep 24, 2019 09:14 AM Fee: \$ 194.00

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electronic file stamp.

NOTICE OF DEDICATORY INSTRUMENTS
for
WESTERN OAKS PROPERTY OWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

The undersigned, being the authorized representative of Western Oaks Property Owners Association, Inc. ("Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code hereby certifies as follows:

1. Property: The Property to which the Notice applies is described as follows:
 - a. Western Oaks I-A, a subdivision in Travis County, Texas according to the map or plat thereof recorded in Volume 73, Page 4 of the Plat Records of Travis County, Texas and all amendments to or replats of said maps or plats, if any.
 - b. Western Oaks I-B, a subdivision in Travis County, Texas according to the map or plat thereof recorded in Volume 75, Page 65 of the Plat Records of Travis County, Texas and all amendments to or replats of said maps or plats, if any.
 - c. Western Oaks I-C, a subdivision in Travis County, Texas according to the map or plat thereof recorded in Volume 75, Page 64 of the Plat Records of Travis County, Texas and all amendments to or replats of said maps or plats, if any.
 - d. Western Oaks I-E, a subdivision in Travis County, Texas according to the map or plat thereof recorded in Volume 75, Page 167 of the Plat Records of Travis County, Texas and all amendments to or replats of said maps or plats, if any.
 - e. Western Oaks I-G, a subdivision in Travis County, Texas according to the map or plat thereof recorded in Volume 76, Page 324 of the Plat Records of Travis County, Texas and all amendments to or replats of said maps or plats, if any.
 - f. Western Oaks II-A, a subdivision in Travis County, Texas according to the map or plat thereof recorded in Volume 75, Page 271 of the Plat Records of Travis County, Texas and all amendments to or replats of said maps or plats, if any.

- g. Western Oaks II-B, a subdivision in Travis County, Texas according to the map or plat thereof recorded in Volume 76, Page 28 of the Plat Records of Travis County, Texas and all amendments to or replats of said maps or plats, if any.
2. Restrictive Covenants: The description of the documents imposing restrictive covenants on the Property, the amendments to such documents, and the recording information for such documents are as follows:
- a. Documents:
- (1) Declaration of Covenants, Conditions and Restrictions, Woodside Development Co., Inc.
 - (2) Section Declaration of Covenants, Conditions and Restrictions J. W. Smith's Western Oaks I-A.
 - (3) Amendment to Declaration [Western Oaks I-A].
 - (4) Amendment to Section Declaration of Covenants, Conditions and Restrictions J. W. Smith's Western Oaks.
 - (5) Amendment to Section Declaration of Covenants, Conditions and Restrictions J. W. Smith's Western Oaks.
 - (6) Section Declaration of Covenants, Conditions and Restrictions J. W. Smith's Western Oaks I-B.
 - (7) Section Declaration of Covenants, Conditions and Restrictions J. W. Smith's Western Oaks I-C.
 - (8) Section Declaration of Covenants, Conditions and Restrictions J. W. Smith's Western Oaks I-E.
 - (9) Section Declaration of Covenants, Conditions and Restrictions J. W. Smith's Western Oaks I-G.
 - (10) Amendment to Section Declaration of Covenants, Conditions and Restrictions J. W. Smith's Western Oaks I-G.
 - (11) Section Declaration of Covenants, Conditions and Restrictions J. W. Smith's Western Oaks II-A.
 - (12) Amendment to Section Declaration of Covenants, Conditions and Restrictions J. W. Smith's Western Oaks II-A.
 - (13) Amendment to Section Declaration of Covenants, Conditions and Restrictions J. W. Smith's Western Oaks II-A.
 - (14) Section Declaration of Covenants, Conditions and Restrictions J. W. Smith's Western Oaks II-B.
 - (15) Amendment to Section Declaration of Covenants, Conditions and Restrictions J. W. Smith's Western Oaks II-B.
- b. Recording Information:
- (1) Volume 5243, Page 471, *et seq.* of the Real Property Records of Travis County, Texas.
 - (2) Volume 5392, Page 603, *et seq.* of the Real Property Records of Travis County, Texas.

- (3) Volume 5731, Page 174, *et seq.* of the Real Property Records of Travis County, Texas.
- (4) Volume 11833, Page 001, *et seq.* of the Real Property Records of Travis County, Texas.
- (5) Volume 11833, Page 0003, *et seq.* of the Real Property Records of Travis County, Texas.
- (6) Volume 5731, Page 163, *et seq.* of the Real Property Records of Travis County, Texas.
- (7) Volume 5731, Page 169, *et seq.* of the Real Property Records of Travis County, Texas.
- (8) Volume 5837, Page 624, *et seq.* of the Real Property Records of Travis County, Texas.
- (9) Volume 6197, Page 1544, *et seq.* of the Real Property Records of Travis County, Texas.
- (10) Volume 12089, Page 080, *et seq.* of the Real Property Records of Travis County, Texas.
- (11) Volume 5852, Page 156, *et seq.* of the Real Property Records of Travis County, Texas.
- (12) Volume 6360, Page 163, *et seq.* of the Real Property Records of Travis County, Texas.
- (13) Volume 6453, Page 898, *et seq.* of the Real Property Records of Travis County, Texas.
- (14) Volume 6155, Page 918, *et seq.* of the Real Property Records of Travis County, Texas.
- (15) Volume 6360, Page 165, *et seq.* of the Real Property Records of Travis County, Texas.

3. Other Dedicatory Instruments: In addition to the Restrictive Covenants identified in Paragraph 2 above, the following documents are Dedicatory Instruments governing the Association which were previously recorded in the Official Public Records of Real Property of Travis County, Texas:

a. Document:

- (1) Certified Resolutions of the Board of Directors of Western Oaks Property Owners Association, Inc. Adoption of Permitted Rules and Regulations Under Chapter 202 of the Texas Property Code.
- (2) Certificate of Resolution of the Western Oaks Property Owners Association Adoption of Architectural Rules.

b. Recording Information:

- (1) Travis County Clerk's File No. 2012063539.
- (2) Travis County Clerk's File No. 2013204139.

4. Dedictory Instruments: In addition to the Dedictory Instruments identified in Paragraph 3 above, the following document is a Dedictory Instrument governing the Association:

a. Western Oaks 2019 Architectural Rules September 2019.

A true and correct copy of such Dedictory Instrument is attached to this Notice.

This Notice is being recorded in the Official Public Records of Real Property of Travis County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Notice is true and correct and that the copy of the Dedictory Instrument attached to this Notice is a true and correct copy of the original.

Executed on this 20th day of September, 2019.

**WESTERN OAKS PROPERTY OWNERS
ASSOCIATION, INC.**

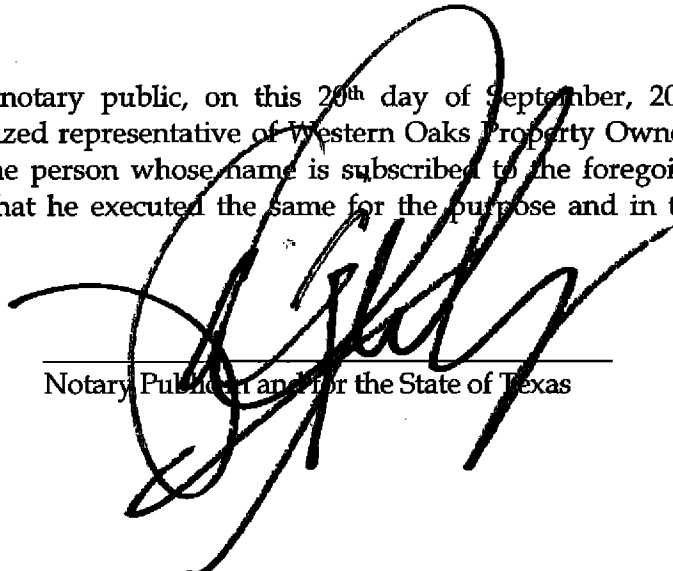
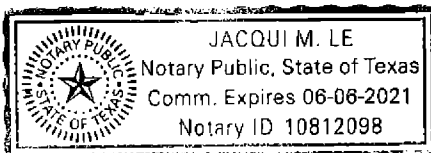
By:



Cliff Davis, authorized representative

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 20th day of September, 2019 personally appeared Cliff Davis, authorized representative of Western Oaks Property Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.



Notary Public and for the State of Texas



2019 ARCHITECTURAL RULES

SEPTEMBER 2019



IN THE EVENT OF A CONFLICT BETWEEN THESE ARCHITECTURAL RULES AND THE ASSOCIATIONS'S DECLARARION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS WILL CONTROL.

IN THE EVENT OF A CONFLICT BETWEEN THESE ARCHITECTURAL RULES AND THE TEXAS PROPERTY CODE, THE TEXAS PROPERTY CODE WILL CONTROL.

Western Oaks Property Owners Association

Established under Article VII of the Declaration of Covenants, Conditions and Restrictions Woodside Development Co., Inc., a.k.a. Western Oaks ("CC&Rs"), the Architectural Committee, a.k.a. ACC ("ACC"), was established to maintain Western Oaks as a residential environment of a high quality, architectural and landscape control standards. The intention of the Covenants and Restrictions is to protect our scenic environment and maintain the value of our homes. The ACC is charged with the duty of ensuring that exterior alterations to the homes in Western Oaks conform to a standard of quality workmanship, quality materials, and a harmony of design within the Western Oaks subdivision. Concepts of style and image of the individual residence are critical in developing the sense of quality living in Western Oaks.

Architectural Committee

The Architectural Committee is governed by Article VII, Section 7.04 of the CC&R's which directs the committee to implement and maintain Architectural Rules, to review and approve improvements to a property and any subsequent changes to those improvements prior to the commencement of that work. The Architectural Committee is to interpret and implement the Western Oaks Restrictions and clarify the standards and procedures for Architectural Committee review and rules for architectural design, placement of buildings, landscaping color schemes, exterior finishes and materials and similar features which are recommended for use in Western Oaks. Based on the CC&Rs and the Architectural Rules, the ACC seeks to establish a uniform appearance within the property and will periodically be amended to incorporate new technology and design concepts. These standards apply to new construction and improvements, changes or repairs to existing construction.

These Architectural Rules supersede and replace all rules including the Western Oaks Directory of 2013.

ARCHITECTURAL RULES

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DEFINITIONS

Any capitalized terms not described herein, shall have the meaning ascribed to them in the CC&Rs.

The following words, when used in these Regulations, shall have the meaning hereinafter specified:

- A. **"Additions"** means any action or revision to add/change any existing improvement as defined below.
- B. **"Association"** means Western Oaks Property Owners Association, Inc., its successors and assigns (Section 1.01 of CC&Rs).
- C. **"Architectural Rules"** means these Architectural Rules and Standards, as such may be amended from time to time by the Committee (Section 7.04 of CC&Rs).
- D. **"Architectural Control", "Architectural Control Committee", "Committee" or "ACC"** means the committee established by Article VII of CC&Rs to review and approve or disapprove plans for Improvements, Changes, Additions or Repairs as more fully provided in the Declaration.
- E. **"Board of Directors" or "Board"** means the body, regardless of name, designated in the Declaration, Articles of Incorporation and the Bylaws of the Association to act on behalf of the Association.
- F. **"CC&Rs"** means the Declaration of Covenants, Conditions and Restrictions, Woodside Development Co., Inc. and any other recorded instruments, however denominated, that create this Community, including any supplements and amendments to those instruments and including, but not limited to, plats and maps.
- G. **"Changes"** means to make different in some particular or to replace with another, usually of the same kind or category.
- H. **"Common Area"** means property owned or leased by the Association other than a Lot, a publicly dedicated property for the common use and enjoyment of the owners, includes drainage areas.
- I. **"Community" or "Subdivision"** means and refers to the Properties described under CC&Rs and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- J. **"Greenbelts"** means land, including but limited to the Common Area, that has not been developed, whether it is owned by the Developer, Builder, Association or other Property Owner and is not intended for use as a single-family Lot.
- K. **"Emergency Repairs"** means any new repair made necessary due to inclement weather, fire, flood or other acts of nature such as a fallen tree that has caused the internal area of a home to be exposed to the elements or any unforeseen building, plumbing or electrical structure failure.
- L. **"Existing Improvements"** means all existing exterior improvements, structures, and any appurtenances thereto or components thereof, of every type or kind, and all existing landscaping features, including, but not limited to, buildings, outbuildings, swimming pools, patios, patio covers, awnings, solar panels, painting or other finish materials on any visible structure, additions, walkways, sprinkler/irrigation systems, garages, driveways, fences, screening walls, basketball hoops, stairs, decks, hedges, plantings,

trees, shrubs, flowers, vegetables, sod, gravel, bark, exterior light fixtures, poles, signs, exterior tanks, and exterior air conditioning, cooling, heating and water softening equipment.

- M. "**Home**", "**Property**" or "**Residence**" means a residence that has been built, or is to be built, on a Lot that is in the Community.
- N. "**Homeowner**", "**Owner**" or "**Property Owner**" means a person who is owner of record, whether one or more persons or entities, of equitable title of any Lot.
- O. "**Improvements**" means any new improvement, which has not yet been constructed, installed or erected, and includes demolition or removal of any building or other structure, and includes any change of the exterior appearance of a building, landscape or other existing improvement as defined above.
- P. "**Motor Vehicle**" means a self-propelled vehicle or a vehicle that is propelled by combustible or electric power.
- Q. "**Repairs**" means to restore by replacing a part or putting together what is damaged or broken, which has not yet been constructed, installed or erected, and includes demolition or removal of any building or other structure, and includes any change of the exterior appearance of a building, landscape or other Existing Improvement as defined above.
- R. "**Right of Way**" means the area owned and/or controlled by the City and typically includes the street surface, sidewalks, and grassy areas between pavement and property lines.
- S. "**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.
- T. "**Structure**" means something that is constructed, that consists of parts connected together in an ordered way, is something that has been built.

1.0 SUBMITTALS

- 1.0.1 ALL items mentioned in these Architectural Rules require an application unless otherwise noted.
- 1.0.2 Improvements, additions, changes or repairs are prohibited until approved by the Architectural Control Committee (“ACC”). DO NOT begin construction or modification until you have received approval from the ACC.
- 1.0.3 The ACC will consider **only written requests** on the Architectural Changes application. A Western Oaks Architectural Changes Request application form can be obtained from the Association manager website; any ACC member; or the Western Oaks website.
- 1.0.4 All applications are required to have all necessary supplemental documentation along with a detailed description of improvement, change or repair before the application can be received in good order/complete for the Architecture Committee to review.
- 1.0.5 The ACC will answer an application as promptly as possible, the committee however has 30 days to consider an application if needed as provided by the CC&Rs.
- 1.0.6 When applying for an improvement, addition(s), changes or repairs the Homeowner should plan for the time required by the ACC to review their request, not to exceed 30 days, unless the Homeowner has failed to provide all necessary supplemental documentation and detailed description of improvement, addition, change or repair for the ACC to review.
- 1.0.7 Additional information may be requested to facilitate application review. The time limit for the ACC to review the application **will not** begin until the additional information is provided. A failure by the Homeowner to provide the requested information during the review process will result in an automatic denial of the application on the 30th day of submission.
- 1.0.8 Any improvement, change, construction or exterior repair(s) undertaken may have multiple sections of these Architectural Rules apply. Application of one section referring to the improvement, change, construction or repairs will not act to exclude any of these Architectural Rules or waive, modify or amend the CC&Rs.
- 1.0.9 Obtaining a city permit or approval on an application with the City of Austin does not waive the need for ACC approval of improvement(s), addition(s), changes or repairs.
- 1.0.10 Obtaining funds or reimbursement from the Homeowner’s insurance policy does not waive the need for ACC approval.
- 1.0.11 Failure to gain approval from the ACC prior to beginning work on a project may result in legal action and/or the removal or modification of an improvement(s), addition(s), change(s) or repair at the Homeowner's expense.
- 1.0.12 The ACC and the Association assume no liability resulting from the approval or disapproval of any plans submitted.
- 1.0.13 The Committee and the Association assume no liability and make no representations regarding the adequacy or quality of any submitted plans or whether such plans comply with any or all governing authority requirements.

- 1.0.14 The ACC's review, comments, and/or approvals do not relieve the Homeowner of their responsibility and obligation to comply with the CC&R's, Architectural Rules, or City codes/permits as applicable.

1.1 APPROVALS

- 1.1.1 If no action is taken by the ACC within 30 days of submission date of a complete application, then improvements, changes or repairs can be initiated provided they are in compliance with the CC&Rs and these Architectural Rules.
- 1.1.2 Approval of any project by the ACC does not waive the need of the Homeowner to be compliant with city codes or from obtaining required city permits. It is the Homeowner's responsibility to fully investigate city code, permits, and requirements and to comply with them. The ACC will not knowingly approve a project that is in violation of the city building or zoning codes.
- 1.1.3 When application is approved the Homeowner has 90 days to commence approved application, failure to begin work within 90 days will require the Homeowner to submit a new application; New application must be submitted with a full detailed description, all materials being used, etc.

1.2 DENIALS

- 1.2.1 An application is considered denied if it is not submitted with all required, necessary documents needed for the ACC to effectively review and consider the application.
- 1.2.2 If an application is denied, the Homeowner may make required changes for the application to be in compliance with the CC&Rs and these Architectural Rules. The Homeowner may resubmit the application with the required changes noted on the application and the 30-day time restarts from resubmittal date.

1.3 APPEALS

- 1.3.1 If an application is denied, the Homeowner may request an Appeal to the ACC.
- 1.3.2 All appeals must be made in writing within 15 days of the notice of the ACC's decision. REQUEST FOR APPEAL IN WRITING IS REQUIRED.
- 1.3.3 The Homeowner's request for appeal can request that the ACC reconsider its position.
- 1.3.4 The Homeowner is encouraged to present new or additional information to clarify the application or demonstrate its acceptability; Research and know your grounds for an appeal; Evaluate if the improvement/change/addition or repairs violated a rule or guideline. You may present evidence or demonstrate extenuating circumstances, undue hardships or practical difficulties.
- 1.3.5 During the appeal period, the decision of the ACC on the original application shall remain in effect.
- 1.3.6 The ACC committee members will confer and vote on a decision in private and notify the homeowner.
- 1.3.7 The ACC will notify the Homeowner of their decision in writing within 10 days.
- 1.3.8 If the appeal is denied by the ACC, the homeowner may notify the board within 10 days; the homeowner is entitled to reconsideration by the board at the next open meeting of the board.

1.4 VARIANCES

- 1.4.1 The ACC may grant variances from the Architectural Rules only. The ACC will not grant variances to the CC&Rs. Such variances if granted will ensure that the improvement, change or repair will blend with the general architectural style and design of the community. The CC&Rs of Western Oaks are strictly enforced. It is the intention of the current Architectural Committee and Board of Directors and of all previous Committees and Boards to keep covenant variances to an extreme minimum, only granting them in highly unusual circumstances.
- 1.4.2 The granting of a variance shall not function to waive or amend any of the terms and provisions of the CC&Rs or these Architectural Rules applicable to Western Oaks except as to the specific property and the specific instance covered by the variance with regard to the Architectural Rules. Such variance shall not establish a precedent, future waiver, modification or amendment to the terms and provisions of the CC&Rs or these Architectural Rules.
- 1.4.3 Any variance granted is not transferable to another Homeowner for the same property due to sale of the property or transfer of ownership in the property affected.
- 1.4.4 All variances will be considered denied if the ACC has not approved the request in writing within 30 days of submission.
- 1.4.5 To request a variance, you must submit a Variance Request form as a supplemental form with your application for improvement, addition, change or repair; Include on the form a detailed description stating why a variance approval is needed, how it may affect neighbors and the Community and/or influence property values, sufficient to enable the ACC to fully and fairly consider your request. The fact that all neighbors have agreed to the variance will carry weight but will not guarantee approval. The ACC considers not only neighbor approval, but longer term and wider issues and precedents during the approval process. Additionally, the fact that a neighbor disapproves of a variance request will not necessarily result in denial. The ACC and the Board of Directors will rely on the CC&Rs and these Architectural Rules to guide their decision to be as fair and equitable as possible.

1.5 INSPECTION OF WORK

- 1.5.1 The ACC may conduct periodic inspections of the work in progress to ensure adherence to the approved plan.
- 1.5.2 The Homeowner agrees to grant the ACC access to the property at any reasonable hour to inspect for compliance issues with prior notification.
- 1.5.3 On completion of the project, the Homeowner must contact the ACC for a final inspection of the improvement(s), change(s), addition or repairs to verify compliance with the approved plan and specifications.
- 1.5.4 Based on the project, inspections can be from the Common Areas and/or the street, or the ACC will schedule the inspection with the Homeowner to access the project.
- 1.5.5 It is the duty of the Homeowner and the contractor employed by the Homeowner to determine that

the proposed improvement is structurally, mechanically and otherwise safe; that it is designed and constructed in compliance with all applicable building codes, fire codes, other laws or regulations and sound practices. Western Oaks and the ACC shall not be liable in damages or otherwise because of the approval or non-approval of any improvement, addition, change or repair.

1.6 EMERGENCY REPAIRS

- 1.6.1 Emergency repairs are repairs needed to prevent further damage to the area being repaired and/or immediate adjacent areas due to imminent inclement weather or other substantial cause, these repairs are NOT EXEMPT from the ACC review process. The Homeowner must act to contact any one of the ACC Committee members and advise them of the immediate emergency. If they cannot locate any one of the five ACC members, they should contact the ACC Board liaison, then the Board President, etc.
- 1.6.2 Pre-scheduling and/or committing to any contract for immediate or future work before submitting an application and obtaining approval from the ACC does NOT constitute an emergency.
- 1.6.3 Emergency repairs will receive immediate attention from the ACC. The ACC will work with the Homeowner to facilitate repairs as necessary, HOWEVER all normal documentation will still be required for the completion of the application. Time will be given to the Homeowner if needed, to provide these documents before 30 days expire from the date of the repair. If the Homeowner fails to provide the required documentation to ACC, then the emergency repair application will be nullified, and a violation notice will be sent.

1.7 VIOLATIONS

- 1.7.1 All complaints of possible violations should be made in writing; the ACC will keep the name of complainant confidential.
- 1.7.2 Making any improvements, additions, changes or repairs without the prior approval of the ACC is a violation and the correction, or removal of improvement(s), addition(s), changes or repairs not approved by the ACC will be at the Homeowner's expense including cost(s) of any legal action the ACC and/or Western Oaks may take.

1.8 ENFORCEMENT

- 1.8.1 If ACC approval is not obtained prior to beginning a project covered by these Architectural Rules, then notice shall be given to the owner and/or builder to immediately stop work until plans are approved by the Committee. Such work will remain stopped until written approval is received from the Committee. The owner and/or builder are responsible to make necessary arrangements to protect the Property from damage by inclement weather during any time work is stopped and waiting approval.
- 1.8.2 Improvement(s), addition(s), changes or repairs completed without ACC approval that are in noncompliance with the CC&Rs or these Architectural Rules cannot be considered "grandfathered" and are subject to correction at Homeowner's expense.

- 1.8.3 Any improvement, addition, changes or repairs started or completed without ACC approval is subject to removal at the owner/Homeowner's expense including cost(s) of any legal action the ACC and/or Western Oaks may take.
- 1.8.4 The ACC may require the posting of a security deposit or any other performance bond to insure the timely cleanup and completion of the project or improvement. The security deposit or performance bond may be assessed and imposed at the beginning of the project or any time during the completion of the project. The security deposit or bond amount shall be set by the Committee not to exceed \$1,500.00 or 5% of the overall cost of the project. Upon determination by the Committee that the cleanup, construction or completion of the project has become a visual nuisance or safety hazard to the neighborhood, the Committee shall issue notice to the owner that the action is required, and such security deposit or performance bond may be forfeited. Any security deposit or performance bond shall be returned upon completion of the project and final inspection by the Committee. If the Committee determines that the owner and/or builder is responsible for damages done to any Common Area, right of way or greenbelt, it will issue a list of damages and cost of repair to be deducted from the security deposit or performance bond prior to the return. Damages exceeding the security deposit or performance bond are due upon demand.
- 1.8.5 The ACC or the Board's designated representative shall be allowed access to the project for a visual inspection to insure compliance with the plans and specifications as approved. Upon examination if it appears to the ACC or representative that the project is not in compliance with the plans and specifications, then notice shall be given to the owner and/or builder to immediately to stop work until such default is cured or the change in plans is approved by the ACC.

2.0 MATERIALS

- 2.0.1 All materials used should be in harmony in both color and diversity of material types with the Community. Materials should be compatible with existing architecture; All materials used should create a continuity of visible materials throughout the Community.
- 2.0.2 Only new construction materials (except for used brick that has been approved by the ACC) may be used.
- 2.0.3 Acceptable building materials: Brick, HardieBoard, HardiePlank, HardieTrim, HardieSoffit, horizontal lapped wood siding, fiber cement lap siding, drop siding, stone, stucco and such other materials as approved by the ACC.
- 2.0.4 Prohibited building materials: Particle board, plastic or polycarbonate panel, reclaimed wood, plywood, plywood siding, diagonal siding, rough sawn siding (in any form), mirrored glass, corrugated metal roofing or siding (galvanized or ungalvanized), standing seam metal roofing, highly reflective finishes on exterior surfaces, other discordant materials.
- 2.0.5 Materials to be used on any project may not be placed on the Property in public view earlier than 30 days prior to project.

- 2.0.6 All wood must be painted or stained. Natural weathering is prohibited (except for fencing). Natural earth tones or soft subdued paint colors should be used. Bold, primary colors or colors inconsistent with the Community's aesthetic standards are prohibited.
- 2.0.7 All painted surfaces can be repainted; Stained areas may be re-stained and surfaces such as brick, brick siding are prohibited from being painted.
- 2.0.8 Exterior color changes will be approved only if the proposed color is in harmony with other existing homes in the Community or if the color is the same/similar to the colors originally employed in the Community; Natural earth tones or soft subdued paint colors should be used. Bold, primary colors or colors inconsistent with the Community's aesthetic standards are prohibited.

2.1 SITE MAINTENANCE

- 2.1.1 The Property Lot must be kept in a clean and well-ordered condition. All trash must be contained in appropriate containers and cannot be allowed to blow freely through the Property and Community. Trash cannot be allowed to unsightly conditions on the Property or the Community.
- 2.1.2 Home additions, improvement(s), changes or repairs that use construction crews or any machinery are required to have construction fencing maintained at the Property line between the Property under construction and any occupied adjacent Property.
- 2.1.3 Trash/construction dumpster/containers that will remain on the Property during construction must be approved by the ACC prior to placement; Submit an application stating the size, location and duration being requested.
- 2.1.4 Temporary sanitary facilities (chemical toilet) need prior approval by the ACC prior to placement. Facilities should be screened, and they must be maintained so as not to create a nuisance to adjacent or neighboring Properties.
- 2.1.5 Construction site time limit is 120 days from start of construction. This will include placement of trash/construction dumpsters/containers and temporary sanitary facilities during construction. If construction exceeds or is expected to exceed 120 days, then a request for time extension must be submitted to the ACC at least 30 days prior to the expiration of the construction site time.
- 2.1.6 Streets and right of ways are to be clear for ingress and egress Vehicles as approved by the ACC.
- 2.1.7 All materials and equipment for a project cannot be stored on streets, right of ways, Common Areas or Greenbelts.

2.2 TEMPORARY STORAGE

- 2.2.1 For temporary storage, the Homeowner must submit a home survey marking the location of all other improvements not on the survey and provide a detailed description of the temporary storage container including specifications on size, height(s), footprint and materials/container type being used.

- 2.2.2 Temporary storage containers, PODS or large containers must be approved by the ACC prior to placement.
- 2.2.3 Allowed placement of temporary storage containers is the Property driveway and cannot exceed 90 days; If placement exceeds 90 days, then a request for a time extension must be submitted to the ACC at least 30 days prior to the expiration of the temporary storage time limit.
- 2.2.4 Storage containers of any type placed in a right of way, Common Areas, Greenbelts or any other Property not owned by the Homeowner is expressly prohibited.

3.0 VEHICLE PARKING/STORAGE

- 3.0.1 If there are more Motor Vehicles stored at a Property than there are licensed drivers, please refer to City of Austin code enforcement; Additional Motor Vehicles must be in the garage.
- 3.0.2 All motor vehicles stored outside must be functional except for emergency repairs.
- 3.0.3 Storage of recreational vehicles including but not limited to: boats, RVs, trailers, golf carts, camper, ATV or off-road vehicles other than conventional automobile must be approved by the ACC.
- 3.0.4 Motor Vehicles can be covered with a commercially manufactured car cover fitted for vehicle which is maintained. Tarps are prohibited.
- 3.0.5 Commercial vehicle storage is prohibited.
- 3.0.6 Parking Motor Vehicles on the street must be done in accordance with City of Austin Code of Ordinances.
- 3.0.7 Report junked or abandoned vehicles to City of Austin Police Department.
- 3.0.8 In accordance with the City of Austin Restricted Front Yard and Side Yard ordinance, parking a Motor Vehicle in the front or side yard of a residence except in a driveway or a paved parking space is prohibited.

3.1 GOLF CARTS/ATV

- 3.1.1 Golf cart/ATV can only be stored in residence garage or behind 6-foot privacy fence, not be visible from the street.
- 3.1.2 The operator is subject to Texas law and must observe safe driving principles at all times.
- 3.1.3 The operator must have a valid driver's license as required by Texas Transportation Section 521.021 any recodification thereof.
- 3.1.4 Golf cart/ATV must have headlamps, tail lamps, reflectors, parking brake, mirrors, and a slow-moving vehicle emblem.
- 3.1.5 A vehicle is considered a golf cart only if it has no less than three wheels, has a maximum speed of between 15-25 mph, and is manufactured primarily for operation on golf courses.

4.0 EXTERIOR IMPROVEMENTS/CHANGES

- 4.0.1 Any Exterior Improvements or changes to your Home needs to have an application completed and submitted to the ACC; This includes, but not limited to, front doors, pathways, the front landscape,

enclosing your patio, mailbox repair, replacing your roof, etc.; ANY exterior change needs prior approval before it can be started.

- 4.0.2 Each Property is limited to one additional building with a maximum footprint of 100 square feet and a maximum height restricted by structure type; Each Property is restricted by their specific CC&R sections, amendments, and supplements.
- 4.0.3 No building, structure, patio, etc. may encroach or be placed within 5 feet of the lot line or in the easements without express written permission from the ACC and all easement holders that have a right of use to respective easements; A copy of the approval letter will need to be provided with the ACC application.
- 4.0.4 No Improvements/changes may interfere with the established drainage pattern over the Homeowner's Property or any other Property. Improvements/changes shall be located to prevent runoff/drainage from impacting adjacent properties.

4.1 CARPORTS

- 4.1.1 Carports are prohibited on any properties that have a garage, attached or detached to the main residence, regardless of changes made to garage.

4.2 GARAGES/DRIVEWAYS/SIDEWALKS

- 4.2.1 The Homeowner must submit a home survey marking the location of all other structures not on survey, architectural drawing/design plan/blueprints, rendered drawings, and detailed description of the proposed Improvement giving specifications on size, height(s), footprint and materials being used on application.
- 4.2.2 Garage doors should be designed to be compatible with materials, colors and architecture used on the main residence; Natural earth tones or soft subdued paint colors should be used. Bold, primary colors or colors inconsistent with the Community's aesthetic standards are prohibited; Electric garage door openers are preferred.
- 4.2.3 Garage areas, or portions thereof, may be used for temporary storage of personal belongings, so long as all Motor Vehicles associated with the residence can be parked in the garage or driveway.
- 4.2.4 Color changes to garage doors must be in harmony with the main residence and homes in the existing Community; Natural earth tones or soft subdued paint colors should be used. Bold, primary colors or colors inconsistent with the Community's aesthetic standards are prohibited
- 4.2.5 Asphalt or unusual colored driveways or sidewalks are prohibited.
- 4.2.6 Driveways should be cleaned to remove mold, mildew, excessive stains and debris to also include weeds.
- 4.2.7 Driveway joints should be properly maintained with wood strips that are not cracked, split or removed.
- 4.2.8 Driveway extensions or expansions must be approved in advance by the ACC. Extensions/expansions to driveways will be considered for approval only after a thorough investigation of the impact on adjoining Properties is completed. Like materials shall be used. Upgraded materials (brick, stone, pavers) will be considered. NEIGHBOR ACKNOWLEDGEMENT IN WRITING IS REQUIRED.

- 4.2.9 Driveway extensions or expansions include added walkway or pathway alongside/adjacent to driveway.
- 4.2.10 Applications for driveway extensions/expansions require a survey for property showing the location of existing dwelling, existing driveway, property lines, easements and location of proposed extension/expansion; Description of materials to be used; Intended use of extension.
- 4.2.11 Altering/changing/moving a driveway without prior approval by the ACC is prohibited. Alterations/changes/moving of the driveway requires an application to be submitted to the ACC for approval prior to work being done.

4.3 MAILBOXES/ADDRESS MARKERS

- 4.3.1 The Homeowner must submit a home survey marking location including all other structures not on survey, drawing/design plan/rendered drawings, and a detailed description of the proposed Improvement giving specifications on size, height(s), footprint and materials being used on application.
- 4.3.2 Repair or replacement of mailboxes cannot be made without prior approval by the ACC and require an application to be submitted to the ACC for approval.
- 4.3.3 Mailboxes shall be of a standard size within the neighborhood. Because mailboxes are a highly visible item in the Community, they must be maintained so as not to present an eye-sore and detract from the overall appearance and aesthetics of the Community.
- 4.3.4 Materials used in repair/replacement should be brick that matches the primary structure; Use of wood is prohibited; Mailbox design should be constructed in column style and not deviate from the original design.
- 4.3.5 Address markers should be readily visible on the mailbox.
- 4.3.6 Painting of addresses on the curb is allowed.
- 4.3.7 Address numbers/markers not original to home need to be submitted on an application for review; Submit a detailed description giving specifications on size, height, width, brochure/pictures, location of address markers and materials being used on application.
- 4.3.8 Address markers need to be harmonious with the standard, type, quality and color used in the construction of the main residence and compatible with the architectural style and design of the home; Natural earth tones or soft subdued paint colors should be used. Bold, primary colors or colors inconsistent with the Community's aesthetic standards are prohibited.

4.4 EXTERIOR PAINTING.

- 4.4.1 The Homeowner must submit paint sample(s) and a description of all areas to be painted, including specifications on what is to be painted, any repairs being made to areas that are being painted and what materials are being used for repairs on application; Natural earth tones or soft subdued paint colors should be used. Bold, primary colors or colors inconsistent with the Community's aesthetic standards are prohibited.
- 4.4.2 Repainting existing paint on exterior REQUIRES paint samples regardless of whether the paint color is the same as the previous color.

- 4.4.3 Areas that can be painted are: All wood trim, wood siding, shutters, doors and garage doors.
- 4.4.4 Painting brickwork, masonry or brick siding is prohibited.
- 4.4.5 Exterior color changes will only be approved if the proposed color is in harmony with the other existing homes in the Community or if the color is the same/similar color originally employed in the Community.
- 4.4.6 Natural earth tones or soft subdued paint colors should be used; Bold, primary colors or colors inconsistent with the Community's aesthetic standards are prohibited.
- 4.4.7 Exterior paint on homes, accessory buildings or play equipment must be maintained, if the paint or stain is peeling, cracking, chipping, showing water stains, chalking, fading (morphing) or bubbling then you need to repaint.

4.5 ADDITIONS

- 4.5.1 The Homeowner must submit a home survey marking the location including all other structures not on survey, architectural drawing/design plan/blueprints, rendered drawings, and a detailed description of the proposed Improvement giving specifications on size, height(s), footprint and materials being used on application.
- 4.5.2 Any addition, exterior alteration or change to any existing building shall be compatible with the architecture, design, character exterior finish and exterior color of the original building; Natural earth tones or soft subdued paint colors should be used; Bold, primary colors or colors inconsistent with the Community's aesthetic standards are prohibited.
- 4.5.3 No building can be located nearer than 5 feet, or such larger setback as provided by the Property's survey or Plat, to any interior side lot line provided, however, that a minimum space of 5 feet shall exist between buildings on any interior lots.
- 4.5.4 No building can be located nearer than 5 feet, or such larger setback as provided by the Property's survey or Plat, to the rear lot line.
- 4.5.5 No addition may interfere with the established drainage pattern over the Homeowner's or any other property. Improvements/changes shall be located to prevent runoff from impacting adjacent properties.
- 4.5.6 First floor additions must be 100 percent masonry construction, unless stipulated differently by home's location in specified sections stipulated by the CC&Rs and all amended and supplemental documents to the CC&Rs.
- 4.5.7 Second floor additions must adhere to specifications stipulated by home's location in specified sections stipulated by the CC&Rs and all amended and supplemental documents to the CC&Rs.

4.6 PATIOS

- 4.6.1 The Homeowner must submit a home survey marking the location including all other structures not on survey, architectural drawing/design plan/blueprints, rendered drawings, and a detailed description of the proposed Improvement giving specifications on size, height(s), footprint and materials being used on application.

- 4.6.2 The materials used in the construction of the patio shall be harmonious with the standard, type, quality and color used in the construction of the main residence; All surfaces shall be painted, stained or otherwise sealed to prevent deterioration and unsightly weathering. Materials and coloring should be compatible with existing architecture and design of primary structure. Natural earth tones or soft subdued paint colors should be used; Bold, primary colors or colors inconsistent with the Community's aesthetic standards are prohibited. Natural weathering is prohibited.
- 4.6.3 A patio cover must be integrated into existing roof line (flush with eaves) and shingles must match roof and be the same standard, type, quality and color used in the construction of the main residence.
- 4.6.4 Posts must be painted to match trim of house.
- 4.6.5 Patio cover must be situated on the Lot to provide drainage solely into the Homeowner's lot.
- 4.6.6 If a proposed patio cover location is less than 6 feet away from the side lot line and the patio is a solid cover the ACC will require that it be guttered with down spouts.
- 4.6.7 Patio covers may not encroach into any utility easement unless the public utility companies involved have granted their express written consent to such encroachment. A copy of the letter will need to be provided with application.

4.7 GABZEBOS/TRELLIS/ARBORS/PERGOLAS

- 4.7.1 The Homeowner must submit a home survey marking the location including all other structures not on survey, architectural drawing/design plan/blueprints, rendered drawings, and a detailed description of the proposed Improvement giving specifications on size, height(s), footprint and materials being used on application; The number of detached structures cannot exceed one per Property.
- 4.7.2 Any detached structure must be located 5 feet from any property line and cannot encroach on any easement; if easement on Property is wider than 5 feet it will dictate placement from Property line; placement cannot interfere with the established drainage pattern on the owner's or any other property and runoff cannot impact adjacent properties.
- 4.7.3 The style and construction of gazebos, arbors and pergola shall be compatible with the architecture, design, character, finish and color of the primary structure.
- 4.7.4 The maximum footprint cannot exceed 100 square feet with a maximum height from the ground (including foundation) to the tallest point cannot exceed 10 feet.
- 4.7.5 All surfaces shall be painted, stained or otherwise sealed to prevent deterioration and unsightly weathering. Materials and coloring should be compatible with existing architecture and design of primary structure. Natural earth tones or soft subdued paint colors should be used; Bold, primary colors or colors inconsistent with the Community's aesthetic standards are prohibited. Natural weathering is prohibited.
- 4.7.6 Metal roofing, fiberglass, metal or aluminum buildings or other discordant materials are prohibited.
- 4.7.7 Two types of gazebos are permitted: Conical shaped (peaked) roofed gazebos. These gazebos cannot exceed 10 feet in height measured from the ground and the horizontal supports cannot exceed 8 feet; Flat lattice (arbor type) roofed gazebos. These cannot exceed 10 feet in height measured from the ground and the horizontal supports cannot exceed 8 feet.

- 4.7.8 All gazebos must have a permanent roof. The materials used in the construction of the gazebo shall be harmonious with the standard, type, quality and color used in the construction of the main residence.
- 4.7.9 Each Property is limited to one additional building with a maximum footprint of 100 square feet and a maximum height restricted by structure type as per CC&R Section 8.0201; Each Property is restricted by their specific CC&R sections, amendments, and supplements.

4.8 DECKS

- 4.8.1 The Homeowner must submit a home survey marking the location including all other structures not on survey, architectural drawing/design plan/blueprints, rendered drawings, and a detailed description of the proposed Improvement giving specifications on size, height(s), footprint and materials being used on application.
- 4.8.2 Decks must be located in the backyard and may not be larger than 50% of backyard living space.
- 4.8.3 Decks must adhere to City of Austin code and permits.
- 4.8.4 Decks must be constructed of approved wood materials or composite material matching the material of the main residence or if painted it must match the color scheme of the main residence, unless otherwise approved by the ACC.
- 4.8.5 All surfaces shall be painted, stained or otherwise sealed to prevent deterioration and unsightly weathering. Materials and coloring should be compatible with existing architecture and design of primary structure. Natural earth tones or soft subdued paint colors should be used; Bold, primary colors or colors inconsistent with the Community's aesthetic standards are prohibited. Natural weathering is prohibited.
- 4.8.6 No part of the deck may be erected, placed or encroach into any easement without express written permission from all the public utility companies that have right of use to easements; A copy of the letter will need to be provided with application.
- 4.8.7 No deck may interfere with the established drainage pattern over the Homeowner's or any other property and shall be located to prevent runoff from impacting adjacent properties.

4.9 ROOFS/GUTTERS

- 4.9.1 The Homeowner must submit a home survey marking the location including all other structures not on survey, architectural drawing/design plan/blueprints, rendered drawings, and a detailed description of the proposed Improvement giving specifications on size, height(s), footprint and materials being used on application; Sample or detailed description of shingles including warranty being used must also be submitted.
- 4.9.2 Repairs to existing roofs require the Homeowner to submit an application prior to work being done; If repair is an emergency due to inclement weather incident or structural failure please refer to emergency repairs.
- 4.9.3 Roof shingles must be a minimum of 340 weight composition or aluminum shake.
- 4.9.4 Roof shingles must have a minimum of a thirty 30-year warranty and be dimensional.
- 4.9.5 Alco Lifetime Cedar Aluminum shake roofs or the equivalent are allowed.

- 4.9.6 Roof shingle color should be neutral or natural earth tones; Bold, primary color, or colors (red, green, blue, etc.) inconsistent with the Community are prohibited.
- 4.9.7 Corrugated metal or standing seam metal roofs are prohibited.
- 4.9.8 Built up roofs (BUR) are prohibited.
- 4.9.9 All exposed gutters, downspouts and flashings should complement the predominant color of the adjoining surface. Downspouts must be situated so that adverse drainage consequences are minimized and are located to provide clean, unobtrusive appearance. Color should be neutral or natural earth tones; Bold, primary colors (red, blue, green, etc.), unpainted metal or reflective finishes are prohibited.
- 4.9.10 No improvement/changes to roofs or gutters may interfere with the established drainage pattern over the owner's or any other property.
- 4.9.11 Improvements/changes to roofs or gutters shall be located to prevent runoff from impacting adjacent properties.

4.10 WINDOWS/SOLAR SCREENS

- 4.0.1 The Homeowner must submit a home survey marking the location including all other structures not on survey, architectural drawing/design plan/blueprints, rendered drawings, and a detailed description of the proposed Improvement giving specifications on size, height(s), footprint and materials being used on application; and frame/trim color and materials being used on application.
- 4.0.2 If there is any change in existing window sizes, exterior materials must adhere to CC&Rs and ACC approval; Submit all work being done to change window size and materials being used on application.
- 4.0.3 Window replacement that changes the location or size of existing windows and materials that will be used on any exterior changes must be included on application; window size and placement changes must comply with city code for required placement from.
- 4.0.4 Frame/trim color must be natural earth tones or soft subdued paint colors; Bold, primary colors or colors inconsistent with the Community's aesthetic standards are prohibited; Natural weathering is prohibited.
- 4.0.5 If the Homeowner is not replacing all windows or solar screens in one area (front, sides, back, top and bottom), then the replacement window or windows must reflect the pattern of the window it is replacing.
- 4.0.6 All solar screens in one area (front, sides, back, top and bottom) must be of the same color and style.
- 4.0.7 Windows on corner houses must have similar treatment for front and side windows facing the street.
- 4.0.8 Screens must not be mixed on a side of a house.
- 4.0.9 Reflective or mirrored glass of any type is prohibited.

4.1 AWNINGS/SUNSHADES

- 4.1.1 The Homeowner must submit a home survey marking location including all structures not shown on survey, design plan/drawing, brochure/pictures and detailed description of the proposed Improvement giving specifications on size, color, height and footprint and materials being used on application.

- 4.1.2 Color and materials are subject to approval by the ACC; Natural earth tones or soft subdued paint colors should be used; Bold, primary colors or colors inconsistent with the Community's aesthetic standards are prohibited; Natural weathering is prohibited.
- 4.1.3 Awnings/Sunshades on the rear portion of the lot must be approved by the ACC.
- 4.1.4 Awnings/Sunshades which are visible from the street in front of the lot shall not be permitted.
- 4.1.5 Sunshades including but not limited to those made from canvas, sail material or similar, that are independent free standing on poles or attached to any structure are prohibited.
- 4.1.6 Outside patio sets with sunshade umbrella sets are permitted.

5.0 STORAGE SHEDS

- 5.0.1 The Homeowner must submit a home survey marking location including all structures not shown on survey, design plan/drawing, brochure and detailed description of the Improvement giving specifications on size, height and footprint and materials being used on application; The number of detached structures cannot exceed one per property; If buying a pre-manufactured shed include pictures/brochures, detailed specifications on size, height, footprint and be aware modifications may be required.
- 5.0.2 The maximum footprint size cannot exceed 100 square feet with a maximum height from the ground (including foundation) to the tallest point cannot exceed 9 feet and behind a privacy fence.
- 5.0.3 All sheds must be located 5 feet from any property line and cannot encroach on any easement; if easement on property is wider than 5 feet it will dictate placement from property line; placement cannot interfere with the established drainage pattern on the owner's or any other property and runoff cannot impact adjacent properties.
- 5.0.4 The exterior siding must be painted to match the trim or color of the primary structure; reflective finishes are prohibited; Natural weathering is prohibited.
- 5.0.5 Roof materials must match the roof materials of the primary structure or be approved in writing by the ACC; A sample of roof shingle or detailed description with warranty needs to be submitted with application.
- 5.0.6 Sheds should not be visible from the front view of the home or every effort has been made to screen or shield it from view or does not cause an annoyance to adjacent properties.
- 5.0.7 Each Property is limited to one additional improvement with a maximum footprint of 100 square feet and a maximum height restricted by structure type; Each Property is restricted by their specific CC&R sections, amendments, and supplements.
- 5.0.8 Vinyl or polymer shed are allowed provided the footprint does not exceed 100 square feet and maximum height from the ground (including foundation) to tallest point not to exceed 6 feet behind privacy fence and neutral in color (natural earth tones); If the shed meets these criteria then an application will not be required, however the number of detached structures cannot exceed one per property.
- 5.0.9 Fiberglass, metal roofing or metal buildings are prohibited.

6.0 FENCES/VEGETATIVE SCREENS

- 6.0.1 The Homeowner must submit a home survey marking location, specifications on size, height and materials being used for the proposed Improvement. If the Improvement is the new installation or replacement of a fence, you must indicate any part of the fence that is a Party Wall/Party Fence on the application. If the fence is a Party Wall/Party Fence defined in Section 8.0217 of the CC&Rs, NEIGHBOR ACKNOWLEDGEMENT IN WRITING IS REQUIRED. A letter(s) of approval from Owners of Party Walls/Party Fences will be required and must accompany the application stating that they approve installation or replacement.
- 6.0.2 Fences on Property located in floodplain or that contains a drainage easement are restricted to type of materials that can be used and requires a City of Austin permit.
- 6.0.3 Approved materials: cedar wood, pressure treated wood, galvanized steel poles, masonry and approved wrought iron.
- 6.0.4 4-inch or 6-inch pickets are acceptable and must be installed vertically with a maximum height of 6 feet.
- 6.0.5 All fences should be constructed with the framing, crossmembers and posts on the inside of fencing so that its "finished" side faces the public right of way, Common Area, or Greenbelt.
- 6.0.6 Fences shall not extend nearer to the front street than the front wall of the principal building and cannot extend beyond property lines.
- 6.0.7 Fences will not be permitted in the following areas: Front yard of any Lot, the front side of the residence, right of way, Common Areas, Greenbelts or any portion thereof.
- 6.0.8 Fence installation that will obstruct sight lines for vehicular traffic is prohibited; corner Lots must maintain a 15-foot set back from the intersecting streets or such greater amount as provided by the City of Austin, survey, or Plat.
- 6.0.9 Fence variances are for specific installation/replacement only and are not auto-renewable. Any fence variance is subject to review when there is a new installation or replacement.
- 6.0.10 Homeowners assume responsibility to cure any error made in the placement or construction of the fence that does not comply.
- 6.0.11 Fences can be stained upon approval of the ACC for stain color; Painting of fences is prohibited.
- 6.0.12 Fences must be properly maintained; posts, crossmembers, and pickets are to be unbroken, not grossly warped and in good condition.
- 6.0.13 Damaged fences are to be immediately repaired with materials as outlined; if the fence area to be replaced or repaired exceeds 6 linear feet an ACC application is required.
- 6.0.14 It is up to individual Homeowners to determine if they would like to share the cost of fence replacement between properties; For cost sharing of Party Wall/Party Fence replacement refer to Section 8.0217 of the CC&Rs.
- 6.0.15 Fences that have been installed/constructed in violation of these Architectural Rules must be installed to adhere to CC&Rs and these ACC Architectural Rules upon replacement.

- 6.0.16 Prohibited fence and material: chain link, galvanized metal, bull wire, cattle, plastic or vinyl coated welded wire, pre-assembled vinyl panel, construction, trellis topped or horizontal fencing.
- 6.0.17 Fence “dog/pet windows” and any open dog/pet door installed in the fence are prohibited.
- 6.0.18 Vegetative screens must have a maximum height of 6 feet and may not exceed a total of 100 linear feet; They must be brown or green in color and; plants used should be evergreen in nature. Plants cannot die off completely each year and; must be maintained by trimming and removing any dead portions or debris; prohibited plants are: Texas Invasive species, any plant that will encroach or invade adjacent properties either through runners, roots/rhizomes or seeding.
- 6.0.19 Non-vegetative screens are prohibited.

6.1 YARD/LANDSCAPING/PLANTING

- 6.1.1 The Homeowner must submit a home survey marking location including all structures not shown on survey, architectural drawing/design plan/blueprints, rendered drawings, and a detailed description of the proposed Improvement giving specifications on size, height(s), footprint and materials being used on application.
- 6.1.2 The Homeowner must submit architectural drawing/design plan/rendered drawing to scale with a list of plants to be used (Texas Invasive species are prohibited).
- 6.1.3 All landscaping shall be compatible with the Community.
- 6.1.4 No Improvement/change may interfere with the established drainage pattern over the Homeowner’s or any other property and must be located to prevent runoff from impacting adjacent properties.
- 6.1.5 Prohibited plants are Texas invasive species and the Texas Parks and Wildlife prohibited exotic species. (www.texasinvasives.org)
- 6.1.6 Planting of cacti are limited to approved xeriscape plans. (for more information on xeriscaping refer to section 6.2 xeriscaping)
- 6.1.7 Front and side lawn watering and watering schedule must comply with City of Austin water restrictions (<http://www.austintexas.gov/department/water-conservation>)
- 6.1.8 Trees, plants and shrubs shall be located so as not to interfere with neighboring Property.
- 6.1.9 Trees, plants, shrubs, walls and fences shall not be allowed to interfere with sight lines of vehicular traffic.
- 6.1.10 Reworking/replanting of existing flower beds, planting of trees or shrubs do not require an application to the ACC; Work cannot exceed the existing flower beds without approval from the ACC.
- 6.1.11 Vegetable plants and vegetable gardens are prohibited from placement in the front or side yard; Vegetable plants and vegetable gardens can be planted in the back yard, when hidden behind and below a 6-foot privacy fence.
- 6.1.12 Open space fencing is not allowed if the Homeowner is planting vegetable plants or vegetable gardens.
- 6.1.13 Landscaping and yard maintenance for Homeowner’s Property will be kept neatly trimmed, cultivated, well-maintained (alive); landscaping and yards should be kept free of weeds, unsightly objects, obvious

trash, garbage and debris, brush, yard trimmings, discarded items, items that are broken or beyond repair, planters/pots that are empty, cracked or contain dead plants.

- 6.1.14 Children's toys, bicycles, skateboards, scooters, etc. or anything movable or mobile should not be left out in the front yard overnight.
- 6.1.15 Dead wood and branches from shrubs and trees should be removed.
- 6.1.16 Tree canopies that encroach or hang over sidewalks, pedestrian way, Common Area(s), or Greenbelts shall be trimmed to height of 8ft. from the ground.
- 6.1.17 Tree canopies that encroach or public right of way or streets shall be trimmed to height of 14ft. from ground according to City of Austin Code.
- 6.1.18 Tree removal (including removal for dead or diseased trees) residents must comply with City of Austin Tree Regulations for large protected trees or heritage trees.

6.2 XERISCAPING

- 6.2.1 The Homeowner must submit a home survey marking location including all structures not shown on survey, architectural drawing/design plan/blueprints, rendered drawings, and a detailed description of the proposed Improvement giving specifications on size, height(s), footprint and materials being used on application; Any xeriscaping plan initiated or executed without approval from the ACC is prohibited.
- 6.2.2 The Homeowner must submit a landscape design/rendered drawing (all designs should be drawn to scale), list of plants, and materials such as decorative rock, mulch, decomposed granite with application.
- 6.2.3 Variances to the requirement for 100 percent of available front and side lawns to be sodded/green lawn (turf) areas when xerophytic plants are used for water wise gardens called xeriscaping are approved with approved application for xeriscaping from the ACC.
- 6.2.4 Maximum amount of area eligible for xeriscaping is 35 percent of available front and side yard space. Conversely, this means that at least 65 percent of the visible lawn areas should contain a full green lawn (turf).
- 6.2.5 If that variance is granted large lawn/yard areas may not be composed of a single material, i.e. bare mulch/rock is not allowed unless interspersed with plants. Additionally, loose rock placed in the sidewalk strip area (between sidewalk and curb) and if used in the front lawn must not wash out onto the public sidewalk or street. This may be prevented by ensuring rock level is lower than the curb.
- 6.2.6 Approved materials are xeric plants, decomposed granite, ground hardwood mulch, crushed limestone, flagstone, or loose stone material for a ground cover that is maintained to prevent weed growth without using toxic or environmentally harmful chemicals.
- 6.2.7 Concrete surfaces should be limited to driveways and sidewalks only.
- 6.2.8 Planted areas must be bordered to define beds. The areas that are not in delineated planted beds may be a drought tolerant ground cover such as some ivy varieties, a drought tolerant turf grass, or may be a flagstone or crushed stone courtyard. There must be borders in the yard that create visually appealing spatial relationships.

- 6.2.9 Xeriscape areas must be maintained (plants kept trimmed and weeded) to ensure an attractive appearance. No plants may encroach on public sidewalks. Sickly and dying plants must be removed or replaced. This can be prevented by using plants adapted to the pH soil conditions created by the non-turf materials used. E.G. don't use acid loving plants along with crushed limestone covering, whereas acid loving plants would thrive with a ground hardwood mulch.
- 6.2.10 Hardscapes can include large boulders or other natural materials that are used as a part of the xeric landscape design. Hardscapes should be natural colored rock and masonry. No boulders or large rocks exceeding 12 inches in height may be used in the sidewalk strip area.
- 6.2.11 For public safety, no plant with thorns, spines, or sharp edges can be used within 6ft. of the public sidewalk.
- 6.2.12 Xeriscape areas should not have an active built in irrigation system as this defeats the purpose and water conservation is likely not achieved. Drip irrigation should be used.

6.3 YARD ART/FOUNTAINS/STATUES/PLANTERS/PLANTER BOXES/PAVERS

- 6.3.1 The Homeowner must submit a home survey marking location including all structures not shown on survey, drawing/design plan/rendered drawings (must be to scale), and a detailed description of the proposed Improvement giving specifications on size, height(s), footprint and materials being used on application.
- 6.3.2 Planters/box planters that have a width or height more than 30 inches are subject to ACC review for use and placement.
- 6.3.3 No statue, fountain, yard ornament or other temporary or permanent outdoor decoration shall be installed on any part of any Lot visible from the street without the prior written approval of the ACC.

6.4 LAWN FURNITURE

- 6.4.1 Lawn furniture allowed in the front yard includes leisure swings, chairs of a neutral color (natural earth tones or soft subdued paint colors; Bold, primary colors or colors inconsistent with the Community's aesthetic standards are prohibited; Natural weathering is prohibited.) or that match the residence and limited to maximum of 4 chairs in the front yard, and one table not to exceed 9 square feet.
- 6.4.2 Leisure swings are considered outdoor furniture and will be allowed in front and sided yards.
- 6.4.3 Leisure swings can be hung from the front porch, tree and wooden frame; Metal frames are prohibited.
- 6.4.4 Leisure swings must be made of wood and must be constructed of materials resistant to decay, such as pressure-treated yellow pine, redwood, cedar, or treated wood must be stained or painted and be in harmony with the existing residence. (Natural weathering is prohibited)
- 6.4.5 Leisure swing installation must have reasonably sufficient area on the Homeowners Property in which to install the device or appurtenance.
- 6.4.6 All lawn furniture must be maintained in good condition. Lawn furniture that has fallen into disrepair can be repaired or removed by the Board in accordance with the CC&Rs.

6.5 IRRIGATION

- 6.5.1 The Homeowner must submit a home survey marking location including all structures not shown on survey, architectural drawing/design plan/blueprints, rendered drawings, and a detailed description of the proposed Improvement giving specifications on size, height(s), footprint (map of all sprinkler/sprinkler heads and irrigation lines) and materials being used on application.
- 6.5.2 An application is required if existing irrigation systems are to be reworked, rezoned or changes made to sprinklers, such as: changes made to the type of exiting heads being used or if drip irrigation is to be installed.
- 6.5.3 Repairs to more than 12 linear feet requires an application for work/repairs to be done must be submitted to the ACC.

6.6 GREENHOUSES

- 6.6.1 The Homeowner must submit a home survey marking location including all structures not shown on survey, design plan/drawing, brochure and a detailed description of the proposed Improvement giving specifications on size, height, footprint and materials being used on application; The number of detached structures cannot exceed one per Property; If buying a pre-manufactured greenhouse include pictures/brochures, detailed specifications on size, height, footprint and be aware modifications may be required.
- 6.6.2 The greenhouse is to be placed in the backyard behind a 6-foot privacy fence, so the greenhouse is screened from public and private view to the maximum extent possible by permanent structures (such as the house, garage, or wood fences); Placement in the front and/or side yard is prohibited.
- 6.6.3 The maximum footprint size can be no larger than 100 square feet with a maximum height from the ground including foundation, to the tallest point cannot exceed 6 feet.
- 6.6.4 All greenhouses must be located 5 feet from any property line and cannot encroach on any easement; if easement on property is wider than 5 feet it will dictate placement from the property line. Placement cannot interfere with the established drainage pattern on the owner's property and runoff cannot impact adjacent Properties.
- 6.6.5 Each Property is limited to one additional building with a maximum footprint of 100 square feet and a maximum height restricted by structure type CC&R section 8.0201; Each Property is restricted by their specific CC&R sections, amendments, and supplements.

6.7 RAIN BARRELS/RAIN HARVESTING SYSTEM

- 6.7.1 The Homeowner must submit a home survey marking location of proposed location(s) of rainwater storage equipment and downspout connection(s), plans for installation, include all structures not shown on survey, design plan/drawing, brochure and detailed description giving specifications on size, height, footprint and materials being used on application; (Water weighs 8 pounds/gallon, so barrel can't be moved when full; an unstable barrel may tip, especially dangerous to children).
- 6.7.2 Rain barrels must be located in the backyard behind 6-foot privacy fence and located a minimum of 5 feet from the fence line.

- 6.7.3 Rain barrels/rain harvest system is limited to two 55-gallon collectors per home; Each barrel must not exceed 55 gallons; Barrel(s) 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; The barrel must be fully painted in a single color to blend with the adjacent home or vegetation to the maximum aesthetic compatibility with other landscaping in the subdivision; barrels or systems cannot display language or content that is not typically displayed by such a barrel or system as it is manufactured.
- 6.7.4 Systems must be installed on Homeowner's property; No portion of rain barrels or rain harvesting systems may encroach on adjacent properties, easements or common areas.
- 6.7.5 Overflow lines from rain harvesting systems cannot be directed onto or adversely affect adjacent properties or common areas.
- 6.7.6 Rain barrels or rain harvest systems cannot interfere with the established drainage pattern over the owner's or any other property and shall be located to prevent runoff from impacting adjacent properties.
- 6.7.7 Harvested water must be used and not allowed to become stagnant or a threat to health; Rain water must be drained in between rain events.
- 6.7.8 Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals, insects (mosquitos) and debris from entering the barrels, tanks or other storage devices.
- 6.7.9 Open top storage containers are prohibited.
- 6.7.10 Systems must be maintained in good repair; systems that fall in disrepair can be repaired to like new, replaced or removed.
- 6.7.11 Unused systems must be drained and disconnected from the gutters; Any unused systems must be removed.
- 6.7.12 Installation of rain barrels or rain harvesting system must have reasonably sufficient area on the property owner's property in which to install the device or appurtenance.

6.8 COMPOSTING

- 6.8.1 The Homeowner must submit a home survey marking location including all structures not shown on survey, architectural drawing/design plan/rendered drawings, brochures, a detailed description giving specifications on compost container its size, height(s) and footprint and materials being used on application. Composting must be in the backyard behind a 6-foot privacy fence and screened from public, private or street view.
- 6.8.2 Composting must use a plastic compost tumbler or bin, have odor control properties, rodent proof and not to exceed 74 gallons.
- 6.8.3 Placement location must be at least a minimum of 5 feet from fence line.
- 6.8.4 Installation of composting container or bin must have reasonably sufficient area on the property owner's property in which to install the device or appurtenance.

7.0 POOLS/SPAS/HOT TUBS

- 7.0.1 Swimming Pools/Spas/Hot Tubs must have the approval of the ACC before any work is undertaken. The Homeowner must submit an architectural drawing/design/blueprints, rendered drawings, include elevations of elements that rise above ground level, location and size of pool and/or spa, location of pool equipment, indicate drainage for pool, fence design, home survey and all details (including list of materials to be used) with application. Homeowner must indicate access point for construction; If you are using another owner's property for access, NEIGHBOR ACKNOWLEDGEMENT IN WRITING REQUIRED, we must have written permission from adjacent Homeowner.
- 7.0.2 The Homeowner must submit a home survey marking location, architectural drawing/design plan/blueprints/rendered drawings, brochures/pictures detailed description giving specifications on size, depth(s), footprint, materials being used and point of access for construction on application.
- 7.0.3 Point of access must be included on application; Access from Western Oaks owned, or managed areas is prohibited. This includes access from Common Areas, Greenbelts, drainage areas, easements, or any areas adjacent to a Homeowner's property owned or managed by the Western Oaks. Any damage caused to these areas either directly or indirectly due to the Homeowner's architectural project/work and/or their actions or those of any person(s) employed/hired/working in conjunction with the Homeowner's project will be repaired at the Homeowner's expense on demand.
- 7.0.4 Applications for pools/spas/hot tubs will not be considered without co-application for acceptable 6-foot fence design or must be installed on property with approved existing acceptable 6-foot fence.
- 7.0.5 Applications for pools/spa/hot tubs will not be considered without backwash acknowledgement for pool/spa/hot tubs in accordance with Edwards Aquifer recharge zone. The Texas Commission on Environmental Quality (TCEQ) must be contacted prior to discharge at 512-339-2929. To determine if your address is in the Edwards Aquifer recharge zone see map. (Edwards Aquifer Map Viewer: www.tceq.texas.gov/permitting/eapp#maps)
- 7.0.6 The Homeowner must comply with City of Austin code, permits, City of Austin Watershed Protection Dept. and City of Austin residential imperious cover.
- 7.0.7 All pools/spas/hot tubs/ pool equipment such as filters, pumps, etc. must be located in the backyard; Installation must have reasonably sufficient area on the property owner's property in which to install the pool/spa/hot tub.
- 7.0.8 No pool/spa/hot tub/pool equipment of any type may encroach into any utility easement unless all the utility companies involved have granted their written express consent to such encroachment. A copy of the letter will need to be provided with application.
- 7.0.9 Construction or placement of swimming pool/spa/hot tub/pool equipment in any manner that interferes with the established drainage pattern over the Homeowner's or any other Property or causes water to flow on an adjacent lot is prohibited.
- 7.0.10 Drainage system created by swimming pool/spa/hot tub/pool equipment is prohibited from interfering with the established drainage pattern over the Homeowner's or any other property and shall be located to prevent runoff from impacting adjacent Properties.
- 7.0.11 Above ground pools deeper than 18 inches, have a filter/pump and a maximum footprint of 96 inches are prohibited. (for temporary toddler pools refer to play equipment).

8.0 PLAY EQUIPMENT

- 8.0.1 The Homeowner must submit a home survey marking location for placement of all play equipment including all structures not shown on survey, architectural drawing/design plan/blueprints, rendered drawings, and a detailed description of the proposed Improvement giving specifications on size, height(s) and footprint and materials being used on application.
- 8.0.2 Children's play equipment includes but is not limited to: playscapes, playhouses, tents, swing sets, individual hanging child swings, saucers, etc., trampolines, basketball hoops, sandboxes, temporary swimming pools above grade having a depth less than 18 inches and a maximum footprint of 96 inches. All play equipment must be maintained and kept in good repair (including painting).
- 8.0.3 Play equipment is to be placed in the backyard behind a 6-foot privacy fence so play equipment is screened from public and private view to the maximum extent possible by permanent structures (such as the house, garage, or wood fences).
- 8.0.4 Placement of any play equipment in the front and/or side yard is prohibited.
- 8.0.5 Any play equipment (including trampolines with nets) that puts a child in motion must be located a minimum of 8 feet from any fence line.
- 8.0.6 Maximum height of play equipment/playscape from the ground to top of roof (including top of flags and canopy) is 12 feet; Maximum height of standing platforms is 5 feet above natural ground; Play equipment footprint cannot exceed maximum footprint of 100 square feet.
- 8.0.7 Play equipment must be constructed of materials resistant to decay, such as pressure-treated yellow pine, redwood, cedar, or treated wood painted to be in harmony with the existing residence; Canopies, awnings, or covers must be in primary, green, or earth tone solid colors.
- 8.0.8 Play equipment will not be approved for construction on easements; Play equipment cannot impede/block the drainage on the lot or cause water to flow to an adjacent lot.
- 8.0.9 Each Property is limited to one additional building with a maximum footprint of 100 square feet and a maximum height restricted by structure type CC&R section 8.0201; Each Property is restricted by their specific CC&R sections, amendments, and supplements.
- 8.0.10 Party/Special Occasion equipment is allowed in the front or side yard for special occasion/events but must be removed within 48 hours of initial placement.

8.1 BASKETBALL GOALS

- 8.1.1 Application must be submitted and approved by the ACC prior to installation.
- 8.1.2 The Homeowner must submit a home survey marking location, architectural drawing/design plan/blueprints, rendered drawings, and a detailed description of the proposed Improvement giving specifications on size, height(s) and footprint and materials being used on application.
- 8.1.3 Basketball goals are required to be a permanently placed metal pole at a location where every effort has been made to screen or shield the it from view or does not cause an annoyance to adjacent properties. The Backboard must be made of fiberglass or other approved material resistant to weathering.
- 8.1.4 Basketball goal/hoop(s) must be set back minimum of 12 feet from street curb.

- 8.1.5 Nets are required on all rims always, no chain type nets are allowed; Nets must be in good repair and may not be torn, damaged or hanging unevenly.
- 8.1.6 Basketball goals must be maintained and in usable condition; A basketball goal that has fallen into disrepair must be repaired or removed. When removed, the basketball goal must be removed entirely with no pole left in the ground.

8.2 TRAMPOLINES

- 8.2.1 Application must be submitted and approved by the ACC prior installation.
- 8.2.2 The Homeowner must submit a home survey marking location, architectural drawing/design plan/blueprints, rendered drawings, and a detailed description of the proposed Improvement giving specifications on size, height(s) and footprint and materials being used on application.
- 8.2.3 Placement must be in the residence backyard behind 6-foot privacy fence, so trampoline is screened from public and private view to the maximum extent possible by permanent structures and not visible from the street.
- 8.2.4 Trampolines must be located a minimum of 8 feet from any fence line.
- 8.2.5 Trampoline accepted netting color is black.
- 8.2.6 Trampoline clubhouses, shades or other similar type of cover is prohibited.
- 8.2.7 Trampoline accessories if above 6-foot fence line, must also be black in color.
- 8.2.8 Allowed colors for support poles for trampoline netting is black, green and dark blue.

8.3 TREEHOUSES

- 8.3.1 The Homeowner must submit a home survey marking location including all structures not shown on survey, design plan/drawing, brochure and a detailed description of the proposed Improvement giving specifications on size, height and footprint and materials being used on application; The number of detached structures cannot exceed one per property.
- 8.3.2 Treehouse must be located in the backyard behind 6-foot privacy fence, so it is screened from public and private view to the maximum extent possible by permanent structures and not visible from the street.
- 8.3.3 Must be located a minimum of 8 feet from any fence line.
- 8.3.4 Maximum height of treehouse from the ground to top of roof (including top of flags and canopy) is 12 feet.
- 8.3.5 Maximum height of standing platforms is 5 feet above natural ground.
- 8.3.6 Maximum footprint is 32 square feet.
- 8.3.7 Each Property is limited to one additional building with a maximum footprint of 100 square feet and a maximum height restricted by structure type CC&R section 8.0201; Each Property is restricted by their specific CC&R sections, amendments, and supplements.

9.0 SIGNS

- 9.0.1 All allowed signs must adhere to the listed Architectural Rules or be removed by the Homeowner.
- 9.0.2 Any signs in Common Areas, Greenbelts or any area owned or managed by Western Oaks can be removed by the Association or the ACC. Any expenses incurred will be the Homeowner's responsibility.
- 9.0.3 Signs of any kind are prohibited except for political signs, Real Estate home for sale or rent and professional services sign.
- 9.0.4 All signs must be ground mounted, cannot have nonstandard decorative component, no balloons allowed, cannot be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object and cannot threaten the public health or safety or violate a law.
- 9.0.5 Political signs for candidate or ballot item for an election are limited to: (a) on or after the 90th day before the date of the election to which the sign relates; (b) Before the 10th day after that election date; (c) Signs are required to be ground-mounted; (e) Property owners are limited to displaying only one sign for each candidate or ballot item.
- 9.0.6 Political signs cannot exceed 4 feet by 6 feet.
- 9.0.7 Real Estate signs cannot exceed 2 feet by 3 feet or 6 square feet total.
- 9.0.8 Professional service signs are limited to the duration of the construction and up to one week at the finish of construction.
- 9.0.9 Professional service signs cannot exceed 1 foot by 1 foot or 1 square foot total.
- 9.0.10 Real estate for sale or rent signs are limited to the duration of the sales or rent period.
- 9.0.11 All signs: political, Real Estate home for sale or rent and professional services may only be placed on the Homeowner's Property or Lot.

10.0 EXTERIOR LIGHTS

- 10.0.1 The Homeowner must submit a home survey marking location of lights, light spread patterns, lighting heights, type of lighting (motion, solar, switch operated only, led, blue light, soft white, etc.), include all structures not shown on survey, design plan/drawing, brochure and a detailed description of the proposed Improvement giving specifications on size, height and footprint and materials being used,
- 10.0.2 Exterior lighting cannot be directed in any manner/angle at adjacent Property that would cause interference or glare; lights cannot be directed at angle that will cause interference to passing vehicles.
- 10.0.3 Lights cannot produce excessive glare to pedestrian or vehicular traffic.
- 10.0.4 All exterior lighting must be of residential design or style.
- 10.0.5 Industrial security lighting, "vapor security light", sodium mercury vapor or bare HID (high intensity discharge) yard lights are prohibited.
- 10.0.6 The number of exterior lighting fixtures for the home and landscaping can be limited to prevent excessive lighting or glare.
- 10.0.7 Night time inspection may be required prior to application.

10.0.8 All exterior lighting approved by the ACC is subject to a ninety 90-day trial period. If exterior lighting is found to cause interference to passing vehicles or produce excessive glare to surrounding residents, pedestrian or vehicular traffic, offending lighting will be required to be removed.

11.0 FLAGS

11.0.1 Permitted flags may be displayed subject to these Architectural Rules; "Permitted Flags" are: the flag of the United States; the flag of the State of Texas; the official flag of any branch of the United States armed forces.

11.0.2 Permitted flags must be displayed from a pole attached to the main resident structure or to a freestanding pole, flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across, attached to a fence or stapled to a garage door.

11.0.3 Permitted flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.

11.0.4 Maximum size for permitted flags cannot be larger than 3 feet by 5 feet in size.

11.0.5 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 14 feet tall.

11.0.6 All flags must be maintained in good condition; Deteriorated flags must be removed and promptly replaced.

11.0.7 Lighting may be installed to illuminate permitted if they will be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must: be ground mounted near the flag; and utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; lighting must point towards the flag and face the main structure on the property or to the center of the property if there is no structure.

11.0.8 School/collegiate flags or official trademark sport flags must be displayed from a flagpole attached to the main resident structure and are limited to 3 feet by 5 feet; Only one flag of this type may be displayed at a time.

11.1 FLAGPOLES

11.1.1 Advance written approval of the ACC is required for any free-standing flagpole and/or any additional illumination associated with the display of permitted flags; The Homeowner must submit a home survey marking location including all structures not shown on survey, design plan/drawing, brochure/pictures and detailed description of the proposed Improvement giving specifications on size, color, height, footprint and materials being used on application.

11.1.2 Free-standing flagpoles are allowed solely for the purpose of displaying Permitted Flags; If a flagpole is no longer used on a daily basis it must be removed.

11.1.3 Free-standing flagpoles may only be installed on a homeowner's property up to a maximum of 20 feet tall including any ornamental caps; It must be permanently installed in the ground according to manufacturer's instructions and only one free-standing flagpole is allowed in the portion of the

homeowner's property between the main residential dwelling and any street or in the rear/backyard portion of the property.

- 11.1.4 Flagpoles are prohibited from installation in easements, side or rear set setback lines or beyond half the distance of the front setback line (for example: on a lot with a 30-foot front setback line, a flagpole may not be installed closer than 15 feet from the front property line) or closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20-foot flagpole cannot be installed closer than 20 feet from an adjacent house).
- 11.1.5 All flagpoles or free-standing flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling and subject to applicable zoning ordinances, easements, and setbacks of record.
- 11.1.6 A flagpole may be attached to the main residence up to a maximum of 6 feet long and must be securely attached with a bracket at an angle of 30 to 45 degrees down from vertical; Flagpoles must be constructed of permanent long-lasting materials with an appropriate finish that is harmonious with the dwelling; One attached flagpole is allowed on the front of the residence facing the street and one attached flagpole is allowed on the rear/backyard portion of the residence; Brackets which accommodate multiple flagpoles are prohibited.
- 11.1.7 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.
- 11.1.8 All flagpoles must be maintained in good condition and any deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.
- 11.1.9 Lighting may be installed to illuminate permitted flags only if they will be displayed at night and if existing ambient lighting does not provide proper illumination; Flag lighting must: be ground mounted near the flag and utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; Lighting must point towards the flag and face the main structure on the property or to the center of the property if there is no structure.

12.0 HOLIDAY AND RELIGIOUS DISPLAYS

- 12.0.1 Homeowners may display or affix on the entry to the owner's or resident's dwelling one or more religious items the display of which is motivated by the owner's or resident's sincere religious belief.
- 12.0.2 Religious displays cannot individually or in combination with another religious item displayed or affixed on the entry door or door frame have a total size of greater than 25 square inches.
- 12.0.3 Displays or affixing of a religious item on the entry to the owner's or resident's dwelling that:
 - (1) threatens the public health or safety;
 - (2) violates a law;
 - (3) contains language, graphics, or any display that is patently offensive to a passerby;
 - (4) is 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.

- 12.0.4 Holiday displays can be placed 35 days before recognized holidays and must be removed 10 days after recognized holiday.
- 12.0.5 Holiday lights can be placed 35 days before recognized holidays and must be removed 10 days after recognized holiday.
- 12.0.6 Holiday displays will allow for religious theme or item(s) to be displayed.

13.0 SOLAR PANELS/ENERGY DEVICE

- 13.0.1 The Homeowner must submit a home survey marking location including all other structures not on survey, architectural drawing/design plan/blueprints, rendered drawings, and a detailed description of the proposed Improvement giving specifications on solar panels/devices on size, height(s) and footprint and materials being used on application.
- 13.0.2 Solar panels and related energy storage systems must be in compliance with the City of Austin Energy program and inspected by the City of Austin.
- 13.0.3 All Solar panels/energy devices are prohibited and will be removed at the property owners' expense if installed without prior approval by the ACC as per Texas Property Code 202.010.
- 13.0.4 Solar panels/energy devices are prohibited if they are illegal, violate public health and safety or as installed voids material warranties.
- 13.0.5 Placement allowed for solar panels/energy device is on the back or side of the residence roof, backyard patio roof and fenced in backyard; cannot be visible from neighboring residences and street view to maximum extent as possible.
- 13.0.6 Solar panels/energy device cannot be located on the front of the residence roof/yard, exceptions to place solar panels located in an area other than an area designated by the property owners' association are: only if 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.
- 13.0.7 Installation must have reasonably sufficient area on the property owner's property in which to install the device or appurtenance; Solar panels/energy device cannot extend higher than the roofline, must conform to the slope of the roof and top edge must be parallel to the roofline.
- 13.0.8 Solar panels/energy device must be architecturally compatible and in accordance to roof specifications and have a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone.
- 13.0.9 Solar panels/energy devices are prohibited if they are located on common property, greenbelts or any area owned or managed by the HOA within the subdivision.

14.0 ENERGY DEVICES/GENERATORS

- 14.0.1 The Homeowner must submit a home survey marking location including all structures not shown on survey, design plan/drawing, brochure, a detailed description giving specifications on device/equipment, including size, height, footprint and materials being used on application.

- 14.0.2 Installation of any energy device/generator must be approved prior to installation or it will be subject to removal at the homeowner's expense.
- 14.0.3 All electrical, plumbing and fuel line connections must be installed by only licensed contractors.
- 14.0.4 Placement must be in the backyard behind 6-foot privacy fence and screened from public, private or street view.
- 14.0.5 Standby electric generators must adhere to Texas Property Code 202.019.
- 14.0.6 All standby electrical generator fuel tanks must be installed and maintained to comply with the manufacturer's specifications, applicable municipal zoning ordinances and governmental health, safety, electrical and building codes.
- 14.0.7 Standby electrical generator(s), electrical lines and fuel lines must be maintained in good condition otherwise the repair, replacement or removal of any deteriorated or unsafe component(s) including electrical and/or fuel lines is required.
- 14.0.8 Periodic testing of equipment may only occur during the hours of 8 a.m. to 8 p.m. and consistent with the manufacturer's recommendations, for the periodic testing.
- 14.0.9 Use of standby electrical generator to generate all or substantially all of the electrical power to the residence is prohibited, except when utility-generated electrical power to the residence is not available or intermittent due to causes other than nonpayment for utility service to the residence.

15.0 AIR CONDITIONING WINDOW UNITS

- 15.0.1 The Homeowner must submit a home survey marking location, drawing/brochure/picture and a detailed description of the proposed Improvement giving specifications on size, and materials being used on application.
- 15.0.2 Window air conditioning units must be placed in an opening to the backyard only and cannot be visible from the street and limited to the first story of the residence.
- 15.0.3 Portable air conditioning units are permitted, the exhaust for a portable air conditioner may not be placed in an opening on the front of the residence or where visible from the street.
- 15.0.4 Portable air conditioning units do not require an application if placement adheres to these Architectural Rules.

16.0 SATELLITE DISHES/ANTENNA

- 16.0.1 The Homeowner must submit a home survey marking location, drawing/brochure/picture, a detailed description of the equipment giving specifications and materials being used on application.
- 16.0.2 Permitted types of Antenna: Installation of any DBS (direct broadcast satellite) satellite dish that is one meter or less in diameter, MMDS (multichannel multipoint distribution service wireless cable) antenna that is one meter or less in diameter or diagonal measurement, or television (TBS) antenna (collectively referred to as "antenna") is permitted.
- 16.0.3 Permitted Location: The primary installation location for a DBS satellite dish and MMDS antenna shall be in a location in the backyard that is shielded from view from the street(s) and adjacent residences, provided such location does not preclude reception of an acceptable quality signal.

- 16.0.4 Permitted Location: The secondary location: If the primary location prevents reception of an acceptable quality signal, the antenna shall be installed in a location that is shielded from view from the street(s) and adjacent residences, provided such location does not preclude reception of an acceptable quality signal.
- 16.0.5 Installation of an antenna or satellite dish in/on any common areas, greenbelts or property owned or under the exclusive use or control of the Association is prohibited.
- 16.0.6 Installation of any antenna designed to transmit radio, television, cellular, or other signals that does not also receive over the air video programming services as described in the CC&R's is prohibited.

17.0 GREENBELTS/COMMON AREAS

- 17.0.1 Motorized Vehicles driven by Homeowners or their guests are prohibited for use on Greenbelts or Common Areas; This includes but is not limited to golf carts, motorcycles, minibikes, go-carts, mopeds, ATVs and delivery trucks, but excludes lawn cutting or maintenance equipment hired by the Association for regular services.
- 17.0.2 Homeowners are prohibited from extending improvements beyond their property line into the open space of Greenbelts or Common Areas.
- 17.0.3 Homeowners are prohibited from placing items for use personally or communal in/on Greenbelts or Common Areas; This includes but is not limited to batting cages, golf putting greens, basketball hoops, fountains, and gardens (individual, organized or non-organized).
- 17.0.4 Homeowners are prohibited from building or placing any buildings, fences, irrigation or vehicles in/on Greenbelts or Common Areas.
- 17.0.5 Homeowners are prohibited from planting any type of plant material in/on Greenbelts or Common Areas.
- 17.0.6 Homeowners are prohibited from dumping any trash or plant material in/on Greenbelts or Common Areas; This includes but is not limited to piling debris, clippings, trash, leaves, tree limbs, etc.
- 17.0.7 Homeowners violating these Architectural Rules will be subject to removal and/or repair of any damages at Homeowner's expense.

18.0 TRASH CANS/CONTAINERS

- 18.0.1 No garbage or trash shall be placed or kept on any property except in covered containers of a standard type.
- 18.0.2 Trash can/containers, recycling, compost collection containers cannot not be visible and must kept behind a 6-foot privacy fence, inside the garage or behind a home without a fence and not visible from the street, except to make available for collection at the curb.
- 18.0.3 Fencing placed in the front yard or in front of any existing fence, built for the sole purpose of hiding trash can/containers, recycling or compost collection containers is prohibited.
- 18.0.4 Trash can/containers, recycling, compost collection containers cannot be visible from the street Tuesday through Saturday.

19.0 ANIMALS

- 19.0.1 No animals, fowl or livestock other than a reasonable number of generally recognized house or yard pets, shall be maintained on any property within Western Oaks and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes.
- 19.0.2 No animal shall be allowed to run free, make an unreasonable amount of noise or to become a nuisance.
- 19.0.3 Except in public areas where restraint of a dog is not required (off-leash dog parks), an owner or handler of a dog shall keep the dog under restraint. A person holding a dog on a leash or lead shall keep the dog under control at all times in accordance to City of Austin Unrestrained Dog Ordinance.
- 19.0.4 No structure for the care, housing or confinement of the animal may be erected unless behind a 6-foot privacy fence; Dogs who primarily live in an outdoor enclosure must have 150 square feet of space per adult dog, the enclosure must be located behind a 6-foot privacy fence and be at least 50 feet from any adjacent residence.
- 19.0.5 Cats and dogs must also be vaccinated against rabies and registered with Health and Human Services Department, Animal Service Division of the City of Austin.
- 19.0.6 A Homeowner may submit an application to the ACC to conclusively determine, in its sole and absolute discretion, whether for the purpose of Section 8.0202 of the CC&R's, a particular animal is a generally recognized house or yard pet, or a nuisance, or whether the number of animals on any such property is reasonable.

20.0 GARAGE SALES/ESTATE SALES

- 20.0.1 Neighborhood wide garage sales are determined and set by the Western Oaks Board; Date(s) will be announced by the Western Oaks Board.
- 20.0.2 Individual garage, estate, moving, tag, etc. sales transacted by the Homeowner, their relatives, appointed individuals or their renters held outside the scheduled neighborhood garage sale(s) are prohibited.
- 20.0.3 Estate sales due to the death of one or both homeowners can be requested to be held outside the neighborhood wide garage sale dates established by the Western Oaks Board. The homeowner, their relatives or appointed individuals must submit an application with sale date(s) and include person or person(s) conducting sale; Approval of the application is required prior to conducting the sale.



**NOTICE OF MEMBERSHIP IN
PROPERTY OWNERS' ASSOCIATION**

As a purchaser of the property in the residential Community in which this property is located, you are obligated to be a member of the Woodside Development Co. Inc., also known as The Western Oaks Property Owners Association, Inc. Restrictive Covenants governing the use and occupancy of the Property, dedicatory instrument governing the establishment, maintenance, deed restrictions, architectural controls, architectural rules and operation of this residential Community have been or will be recorded in the Real Property Records of Travis County, Texas. Copies of the restrictive covenants, dedicatory instrument and architectural rules may be obtained from the county clerk.

Membership in the Community association is mandatory and automatic for all owners. Certain documents bind all owners to be governed by the Community association. These documents require mutual obligations to be performed by the individual owner and the Community. You are obligated to pay assessments to the property owners' association. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on the foreclosure of your property.

Property Address: _____

Located in Travis County, Austin Texas.

Executed this _____ day of _____, _____

By: _____

Purchaser/Owner

By: _____

Purchaser/Owner

Owner Copy

**NOTICE OF MEMBERSHIP IN
PROPERTY OWNERS' ASSOCIATION**

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Property Address: _____

Located in Travis County, Austin Texas.

Executed this _____ day of _____, _____

By: _____
Purchaser/Owner

By: _____
Purchaser/Owner

Western Oaks Copy

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Ra

Rebecca Guerrero, County Clerk
Travis County, Texas

Jun 30, 2022 10:43 AM Fee: \$62.00

2022114796

Electronically Recorded

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electronic file stamp.

SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS
for
WESTERN OAKS PROPERTY OWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

The undersigned, being the authorized representative of Western Oaks Property Owners Association, Inc. (the "Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code, hereby supplements instruments entitled "Notice of Dedicatory Instruments for Western Oaks Property Owners Association, Inc.," recorded in the Official Public Records of Real Property of Travis County, Texas under Clerk's File No. 2019147197 (the "Notice") were filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice, the following document is a Dedicatory Instrument governing the Association.

- **Security Measures Policy for Western Oaks Property Owners Association, Inc.**

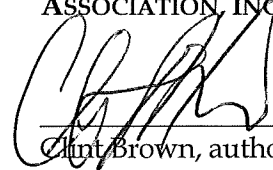
A true and correct copy of this Dedicatory Instrument is attached to this Supplemental Notice.

This Supplemental Notice is being recorded in the Official Public Records of Real Property of Travis County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Supplemental Notice is true and correct and that the copy of the Dedicatory Instrument attached to this Supplemental Notice is a true and correct copy of the original.

Executed on this 29th day of June, 2022.

WESTERN OAKS PROPERTY OWNERS
ASSOCIATION, INC.

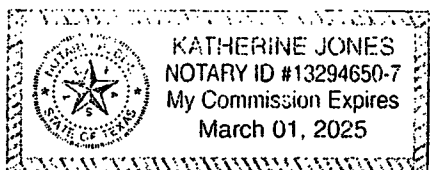
By:

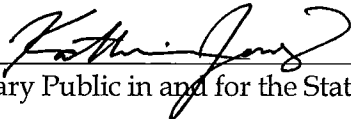


Clint Brown, authorized representative

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned notary public, on this 29th day of June, 2022, personally appeared Clint Brown, authorized representative of Western Oaks Property Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.





Notary Public in and for the State of Texas

SECURITY MEASURES POLICY
for
WESTERN OAKS PROPERTY OWNERS ASSOCIATION, INC.

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, Traci Blakemore, Secretary of Western Oaks Property Owners Association, Inc. (the "Association"), do hereby certify that in the open session of a properly noticed meeting of the Board of Directors (the "Board") of the Association, duly called and held on the 23 day of June, 2022, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Security Measures Policy was duly approved by at least a majority vote of the members of the Board present at the meeting.

RECITALS

1. The property encumbered by this Security Measures Policy is that property restricted by the "Declaration of Covenants, Conditions and Restrictions, Woodside Development Co., Inc." recorded in the Official Public Records of Real Property of Travis County, Texas under Volume 5243, Page 471, *et. seq.*, as same has been or may be amended from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.

2. Article VII, Section 7.04 of the Declaration grants the AC the power to adopt rules, regulations and/or guidelines regarding the installation of improvements on a Lot.

3. The Board has determined that, in order to provide guidance regarding security measures authorized by Texas Property Code Section 202.023, it is appropriate for the Association to adopt a Security Measures Policy for the properties under the jurisdiction of the Association.

4. This Security Measures Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

5. Any reference made herein to approval by the Architectural Committee (the "AC"), means prior written approval by the AC.

6. All capitalized terms in this Policy shall have the same meanings as that ascribed to them in the Declaration.

SECURITY MEASURES POLICY

1. **AC Application Required.** Before any security measure contemplated by Section 202.023(a) of the Texas Property Code ("Code") is constructed or otherwise erected on a Lot, an AC application must be submitted to the Association and approved in writing in accordance with the Declaration. The following information must be included with the application:

- a. Type of security measure;
- b. Location of proposed security measure;
- c. General purpose of proposed security measure; and
- d. Proposed construction plans and/or site plan.

2. **Other Applicable Requirements.** Owners are encouraged to be aware of the following issues when seeking approval for and installing a security measure:

- a. The location of property lines for the Lot. Each Owner should consider obtaining a survey before installing a security measure;
- b. Easements in the area in which the security measure is to be installed;
- c. Underground utilities in the area in which the security measure is to be installed.

The Association is not obligated to and will not review an Owner's AC security measure application for the above-referenced issues. Owners should be aware that a security measure may have to be removed if a person or entity with superior rights to the location of a security measure objects to the placement of the security measure.

3. **Type of Fencing.** The Code authorizes the Association to regulate the type of security measure fencing that an Owner may install on a Lot.

- a. Security measure fencing generally
 - (i) Security measure fencing cannot contain Decorative elements and embellishments (whether part of the fence construction or are add-on decorative elements/embellishments). This prohibition includes, but is not limited to, prohibiting finials (of any shape or design), fleur de lis, points, spears (of any shape or design), and gate toppers of any type.
 - (ii) Unless otherwise provided by the Association's dedicatory instruments, chain link, brick, concrete, barbed wire, electrified, vinyl, and stone security measure fencing is expressly prohibited and will not be approved by the AC.
 - (iii) No vines or vegetation shall be allowed to grow on security measure fencing.

- (iv) Security measure fencing must be located on the perimeter of a Lot, however, it is prohibited for security measure fencing to: (i) be located across sidewalks; and/or; (ii) to enclose sidewalks. If a sidewalk is located within the perimeter of a Lot, the security measure fencing must be located on the residence side of the sidewalk. Fencing that is not located on the perimeter of a Lot is not security measure fencing and must comply with the Declaration and all other applicable Association governing documents.
- b. Security measure fencing forward of the residential structure on a Lot as depicted on the applicable Lot survey:
- (i) Must be metal fencing (either steel or wrought iron) measuring no more than six feet (6') in height. The AC shall have the discretion to approve any other type of metal security measure fencing, however, the follow types of metal fencing are prohibited and will not be approved: (1) stamped metal fencing (including gates); (2) metal panel fencing; and (3) solid metal fencing. It is the intent of this Policy that all security measure fencing forward of the front building line on a Lot have the appearance of what is commonly called "wrought iron fencing";
 - (ii) Must consist of straight horizontal rails and straight vertical pickets and/or posts;
 - (iii) Must be black or any color approved by the AC (including gates);
 - (iv) Security measure fencing pickets shall be 3/4", 4" on center with 1-1/4" top and bottom rails. All framing must be on the inside (i.e., the residence side) of the security measure fencing;
 - (v) Any driveway or pedestrian gates on security measure fencing must be of the same material as the fencing and swing inward and related fence motors/equipment must be kept screened from view with evergreen shrubs or in such other manner approved in writing by the AC;
 - (vi) When security measure fencing meets a wood fence, the security measure fencing may not be attached to the wood fence. The security measure fencing shall be terminated with a three-inch (3") metal post (either steel or wrought iron) adjacent to the wood post/wood fencing; and

- (vii) Chain link, brick, concrete, barbed wire, electrified, vinyl, wood and stone security measure fencing is expressly prohibited and will not be approved by the AC.
- c. All security measure fencing must be installed per the manufacturer's specifications and all electric gates must be installed by a licensed electrician in accordance with all applicable codes and applicable governmental regulations.
- d. Placement of fencing and/or security measures of any type must comply with Texas, City of Austin and/or Travis County Regulations and Ordinances, if any.
- e. The AC shall have the discretion to determine any additional types of approvable or prohibited security measure fencing.
- f. If the proposed security measure fencing is located on one or more shared Lot lines with adjacent Lot(s) ("Affected Lots"), all Owners of record of the Affected Lots must sign the AC application evidencing their consent to the security measure fencing before the requesting Owner ("Requesting Owner") submits the AC application to the AC. In the event that the Affected Lot Owner(s) refuse to sign the AC application as required by this section, the Affected Lot Owner(s) and Requesting Owner hereby acknowledge and agree that the Association shall have no obligation to participate in the resolution of any resulting dispute in accordance with this Policy.

4. **Burglar Bars, Security Screens, Front Door Entryway Enclosures.** All burglar bars, security screens, and front door entryway enclosure shall be black or any color approved by the AC. Notwithstanding the foregoing, the AC shall have the discretion to approve another color for burglar bars, security screens and front door entry enclosure if, in the sole and absolute discretion of the AC (subject to an appeal to the Board of Directors in the event of an AC denial), the proposed color of the burglar bars, security screens, and front door entryway enclosures complements the exterior color of the dwelling. All burglar bars and front door entry enclosures must be comprised of straight horizontal cross-rails and straight vertical pickets. Decorative elements and embellishments (whether part of the original construction of the burglar bar or security screen or are add-on decorative elements/embellishments) of any type are prohibited on burglar bars, security screens, and front door entryway enclosures.

5. **Location.** A security measure may be installed only on an Owner's Lot, and may not be located on, nor encroach on, another Lot, street right-of-way, Association Common Area, or any other property owned or maintained by the Association. No fence shall be installed in any manner that would prevent someone from accessing property that they have a right to use/access such as a sidewalk.

6. **Disputes; Disclaimer; Indemnity.** Security measures, including but not limited to, security cameras and security lights shall not be permitted to be installed in a manner that the

security measure is aimed/directed at an adjacent property which would result in an invasion of privacy, or cause a nuisance to a neighboring Owner or resident. **In the event of a dispute between Owners or residents regarding security measure fencing, or a dispute between Owners or residents regarding the aim or direction of a security camera or security light, the Association shall have no obligation to participate in the resolution of the dispute. The dispute shall be resolved solely by and between the Owners or residents.**

EACH OWNER AND OCCUPANT OF A LOT WITHIN THE PROPERTY ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND THE AC, ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING AND/OR LOT THAT HAS A SECURITY MEASURE THAT HAS BEEN OR WILL BE INSTALLED PURSUANT TO THIS POLICY ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLINGS AND IMPROVEMENTS AND TO THE CONTENTS OF DWELLINGS AND IMPROVEMENTS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND THE AC, HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR OCCUPANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY SECURITY MEASURE THAT MAY BE APPROVED BY THE AC PURSUANT TO THIS POLICY.

OWNERS OF LOTS WITHIN THE PROPERTY HEREBY AGREE TO INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND COMMITTEE MEMBERS COMPRISING THE AC (COLLECTIVELY REFERRED TO AS THE INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY AN OWNER OR OCCUPANT) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO A SECURITY MEASURE GOVERNED BY THIS POLICY. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.

Any installation not in compliance with this Policy will be considered a violation of the covenants and declaratory instruments governing the subdivision.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Security Measures Policy was approved by not less than a majority vote of the Board as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Travis County, Texas.

TO CERTIFY which witness my hand this the 23 day of June, 2022.

WESTERN OAKS PROPERTY OWNERS ASSOCIATION, INC.

By: [Signature]

Printed: Traci Blakemore

Its: Secretary

THE STATE OF TEXAS §
§
COUNTY OF Travis §

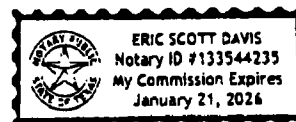
BEFORE ME, the undersigned notary public, on this 17 day of May, 2022, personally appeared Traci Blakemore, Secretary of Western Oaks Property Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

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

APPROVED BY THE AC:

William Haas

Name Printed:
Committee Chair
Architectural Committee



I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Security Measures Policy was approved by not less than a majority vote of the Board as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Travis County, Texas.

TO CERTIFY which witness my hand this the 23 day of June, 2022.

WESTERN OAKS PROPERTY OWNERS ASSOCIATION, INC.

By: [Signature]

Printed: Traci Blakemore

Its: Secretary

THE STATE OF TEXAS §
§
COUNTY OF Travis §

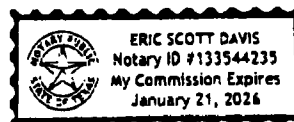
BEFORE ME, the undersigned notary public, on this 17 day of May, 2022, personally appeared Traci Blakemore, Secretary of Western Oaks Property Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

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

APPROVED BY THE AC:

William Haas

Name Printed:
Committee Chair
Architectural Committee



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

Nov 12, 2024 12:57 PM Fee: \$ 185.00

2024125282

Electronically Recorded

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intentionally added for
electronic file stamp.

SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS
for
WESTERN OAKS PROPERTY OWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

The undersigned, being the authorized representative of Western Oaks Property Owners Association, Inc. (the "Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code, hereby supplements that instrument entitled "Notice of Dedicatory Instruments for Western Oaks Property Owners Association, Inc.," recorded in the Official Public Records of Real Property of Travis County, Texas under Clerk's File No. 2019147197 (the "Notice") was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice, the following document is a Dedicatory Instrument governing the Association.

- **Western Oaks 2024 Architectural Control Committee Rules.**

A true and correct copy of this Dedicatory Instrument is attached to this Supplemental Notice.

This Supplemental Notice is being recorded in the Official Public Records of Real Property of Travis County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Supplemental Notice is true and correct and that the copy of the Dedicatory Instrument attached to this Supplemental Notice is a true and correct copy of the original.

Executed on this 10 day of September 2024

WESTERN OAKS PROPERTY OWNERS ASSOCIATION,
INC.

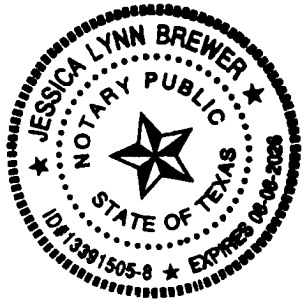
By: 

Printed: Ashlee Bennett

Its: Member of the Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned notary public, on this 10 day of September 2024 personally appeared Asniece Bennett, Member of the Board of Directors of The Hollows Property Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Jessica Lynn Brewer
Notary Public in and for the State of Texas

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2024 Architectural Control Committee Rules

January 1, 2024



IN THE EVENT OF A CONFLICT BETWEEN THESE Architectural Control Committee Rules AND THE ASSOCIATION'S DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS WILL CONTROL.

IN THE EVENT OF A CONFLICT BETWEEN THESE Architectural Control Committee Rules AND THE TEXAS PROPERTY CODE, THE TEXAS PROPERTY CODE WILL CONTROL.

Western Oaks Property Owners Association

Established under Article VII of the Declaration of Covenants, Conditions and Restrictions for Woodside Development Co., Inc., a.k.a. Western Oaks (“CC&Rs”), the Architectural Control Committee (“ACC”), was established to maintain Western Oaks as a residential environment of high quality, architectural and landscape control standards. The intention of the CC&Rs is to protect our scenic environment and maintain the value of the Community’s homes. The ACC is charged with the duty of ensuring that exterior alterations to the homes in Western Oaks conform to a standard of quality workmanship, quality materials, and a harmony of design within the Western Oaks subdivision. Concepts of style and image of the individual residence are critical in developing the sense of quality living in Western Oaks.

Architectural Control Committee

The ACC is governed by Article VII, Section 7.04 of the CC&Rs which directs the committee to implement and maintain ACC Rules, to review and approve improvements to a property and any subsequent changes to those improvements prior to the commencement of that work. The Architectural Committee is to interpret and implement the CC&Rs and clarify the standards and procedures for Architectural Committee review and rules for architectural design, placement of buildings, landscaping color schemes, exterior finishes and materials and similar features which are recommended for use in Western Oaks. Based on the CC&Rs and the ACC Rules, the ACC seeks to establish a uniform appearance within the property and will periodically amend these ACC Rules to incorporate new technology and design concepts. These standards apply to new construction and improvements, changes or repairs to existing construction.

These ACC Rules supersede and replace all rules including the Western Oaks Directory of 2013.

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DEFINITIONS

Any capitalized terms not described herein, shall have the meaning ascribed to them in the CC&Rs.

The following words, when used in these Rules, shall have the meaning hereinafter specified:

- A. **"Addition"** means any action or revision to add/change any existing Improvement as defined below.
- B. **"Application"** means an Architectural Change Request Application as amended from time to time by the Architectural Control Committee.
- C. **"Association"** means Western Oaks Property Owners Association, Inc., its successors and assigns (Section 1.01 of CC&Rs).
- D. **"Architectural Committee Rules"** or **"Rules"** means these Architectural Control Committee Rules, as such may be amended from time to time by the Committee (Section 7.04 of CC&Rs).
- E. **"Architectural Control"**, **"Architectural Control Committee"**, **"Committee"** or **"ACC"** means the committee established by Article VII of CC&Rs to review and approve or disapprove plans for Improvements, Changes, Additions or Repairs as more fully provided in the Declaration.
- F. **"Board of Directors"** or **"Board"** means the body, regardless of name, designated in the Declaration, Articles of Incorporation and the Bylaws of the Association to act on behalf of the Association.
- G. **"CC&Rs"** means the Declaration of Covenants, Conditions and Restrictions, Woodside Development Co., Inc. and any other recorded instruments, however denominated, that create the Community, including any supplements and amendments to those instruments and including, but not limited to, plats and maps.
- H. **"Change"** means to make different in some particular manner or to replace with another, usually of the same kind or category.
- I. **"Common Area"** means property owned or leased by the Association other than land of a private Property Owner, a publicly dedicated property for the common use and enjoyment of the Owners, including drainage areas.
- J. **"Community"** or **"Subdivision"** means and refers to the Properties described under the CC&Rs and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- K. **"Emergency Repair"** means any new repair made necessary due to inclement weather, fire, flood or other acts of nature such as a fallen tree that has caused the internal area of a Home to be exposed to the elements or any unforeseen building, plumbing or electrical Structure failure.
- L. **"Existing Improvements"** means all existing exterior Improvements, Structures, and any appurtenances thereto or components thereof, of every type or kind, and all existing landscaping features, including, but not limited to, buildings, outbuildings, swimming pools, patios, patio covers, awnings, solar Energy Devices, painting or other finish materials on any visible Structure, additions, walkways, sprinkler/irrigation systems, garages, driveways, fences, screening walls, basketball hoops, stairs, decks, hedges, plantings, trees, shrubs, flowers, vegetables, sod, gravel, bark, exterior light fixtures, poles, signs, exterior tanks, and exterior air conditioning, cooling, heating and water softening equipment.

- M. "**Greenbelt**" means land, including but not limited to the Common Area, that has not been developed, whether it is owned by the Developer, Builder, Association or other Property Owner and is not intended for use as a single-family lot.
- N. "**Home**", "**Property**" or "**Residence**" means a single-family dwelling that has been built, or is to be built, on a parcel of land that is in the Community.
- O. "**Homeowner**", "**Owner**" or "**Property Owner**" means a person who is the owner of record, whether one or more persons or entities, of equitable title of any Property.
- P. "**Improvement**" means any new improvement, which has not yet been constructed, installed or erected, and includes demolition or removal of any building or other Structure, and includes any change of the exterior appearance of a building, landscape or other Existing Improvement as defined above.
- Q. "**Motor Vehicle**" means a self-propelled vehicle or a vehicle that is propelled by combustible or electric power.
- R. "**Repair**" means to restore by replacing a part or putting together what is damaged or broken, which has not yet been constructed, installed or erected, and includes demolition or removal of any building or other Structure, and includes any change of the exterior appearance of a building, landscape or other Existing Improvement as defined above.
- S. "**Right of Way**" means the area owned and/or controlled by the City and typically includes the street surface, sidewalks, and grassy areas between pavement and Property lines.
- T. "**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.
- U. "**Structure**" means something that is constructed, that consists of parts connected together in an ordered way, is something that has been built.

1.0 SUBMITTALS

- 1.0.1 ALL items mentioned in these ACC Rules require an Application unless otherwise noted.
- 1.0.2 Improvements, Additions, Changes or Repairs are prohibited until approved by the ACC. DO NOT begin construction or modification until you have received approval from the ACC.
- 1.0.3 The ACC will consider **only written requests** submitted on an Application form. A Western Oaks Architectural Change Request Application form can be obtained from the Association manager website; any ACC member; or the Western Oaks website.
- 1.0.4 All Applications are required to have all necessary supplemental documentation along with a detailed description of Improvement, Change or Repair before the Application can be formally considered for review by the ACC.
- 1.0.5 The ACC will answer an Application as promptly as possible, the committee however has 30 days to consider an Application if needed as provided by the CC&Rs.
- 1.0.6 When applying for an Improvement, Addition(s), Change or Repair, the Homeowner should plan for the time required by the ACC to review their request, not to exceed 30 days, unless the Homeowner has failed to provide all necessary supplemental documentation and detailed description of Improvement, Addition, Change or Repair for the ACC to review.
- 1.0.7 Additional information may be requested to facilitate Application review. The time period for the ACC to review the Application **will not** begin until all requested information is received. A failure by the Homeowner to provide the requested information during the review process will result in an automatic denial of the Application on the 30th day of Application submission.
- 1.0.8 Any Improvement, Change, construction, or exterior Repair(s) undertaken may fall under the purview of multiple sections of these ACC Rules. Application of one section referring to the Improvement, Change, construction or Repairs will not act to exclude any of these ACC Rules or waive, modify or amend the CC&Rs.
- 1.0.9 Obtaining a city permit or approval on an Application with the City of Austin does not waive the need for ACC approval of Improvement(s), Addition(s), Changes or Repairs.
- 1.0.10 Obtaining funds or reimbursement from the Homeowner's insurance policy does not waive the need for ACC approval.
- 1.0.11 Failure to gain approval from the ACC prior to beginning work on a project may result in legal action and/or the removal or modification of an Improvement(s), Addition(s), Change(s) or Repair at the Homeowner's expense.
- 1.0.12 The ACC and the Association assume no liability resulting from the approval or disapproval of any plans submitted.
- 1.0.13 The Committee and the Association assume no liability and make no representations regarding the adequacy or quality of any submitted plans or whether such plans comply with any or all governing authority requirements.
- 1.0.14 The ACC's review, comments, and/or approvals do not relieve the Homeowner of their responsibility and obligation to comply with the CC&R's, ACC Rules, or City codes/permits as applicable.

1.1 APPROVALS

- 1.1.1 If no action is taken by the ACC within 30 days of submission date of a completed Application, then Improvements, Changes or Repairs can be initiated provided they are in compliance with the CC&Rs and these ACC Rules.
- 1.1.2 Approval of any project by the ACC does not waive the need of the Homeowner to comply with applicable city codes or permitting requirements. It is the Homeowner's responsibility to fully investigate city code, permits, and other requirements and to comply with them. The ACC will not knowingly approve a project that is in violation of the city building or zoning codes.
- 1.1.3 When an Application is approved, the Homeowner has 90 days to commence work pursuant to the approved Application, failure to begin work within 90 days will result in the cancellation of the Application and require the Homeowner to resubmit a new Application once work is ready to commence.

1.2 DENIALS

- 1.2.1 An Application is considered denied if it is not submitted with all required, necessary, documents needed for the ACC to effectively review and consider the Application.
- 1.2.2 If an Application is denied, the ACC will give written notice of the denial to the Homeowner by certified mail, hand delivery or electronic delivery. The notice must describe the basis for denial "in reasonable detail" and the changes, if any, that would be required as a condition of approval.
- 1.2.3 The Homeowner may make required changes to bring the Application into compliance with the CC&Rs and these ACC Rules. The 30-day time period restarts from the date of resubmittal of the revised Application with changes made to bring it into compliance.

1.3 APPEALS

- 1.3.1 If an Application is denied, the Homeowner may request an appeal to the ACC within 30 days after the denial notice was mailed or electronically sent.
- 1.3.2 All appeals must be made IN WRITING. The Homeowner must appeal to the ACC BEFORE any appeal can be made to the Board.
- 1.3.3 The Homeowner's appeal can request that the ACC reconsider its position.
- 1.3.4 The Homeowner is encouraged to present new or additional information to clarify the Application or demonstrate its acceptability. The Homeowner should research and know their grounds for an appeal and evaluate if the Improvement/Change/Addition or Repairs violates a rule. The Homeowner may present evidence or demonstrate extenuating circumstances such as undue economic hardship, or practical difficulties.
- 1.3.5 During the appeal period, the decision of the ACC on the original Application shall remain in effect.
- 1.3.6 The ACC will confer and vote on a decision in private and notify the Homeowner of their decision in

writing within 10 days of receipt of the appeal.

- 1.3.7 If the appeal is denied by the ACC, the Homeowner may appeal to the Board IN WRITING within 10 days after the ACC appeal denial notice was mailed or electronically sent. The Homeowner is entitled to reconsideration at the next open Board meeting.

1.4 VARIANCES

- 1.4.1 The ACC may grant variances from the ACC Rules only. The ACC will not grant variances to the CC&Rs. Such variances, if granted, will ensure that the Improvement, Change or Repair will blend with the general architectural style and design of the Community. The CC&Rs of Western Oaks are strictly enforced. It is the intention of the current ACC and Board of Directors and of all previous Committees and Boards to keep covenant variances to an extreme minimum, only granting them in highly unusual circumstances.
- 1.4.2 The granting of a variance shall not function to waive or amend any of the terms and provisions of the CC&Rs or these ACC Rules applicable to Western Oaks except as to the specific Property and the specific instance covered by the variance with regard to the ACC Rules. Such variance shall not establish a precedent, future waiver, modification or amendment to the terms and provisions of the CC&Rs or these ACC Rules.
- 1.4.3 All variances will be considered denied if the ACC has not approved the request in writing within 30 days of submission.
- 1.4.4 To request a variance, you must submit a Variance Request form as a supplemental form with your Application for Improvement, Addition, Change or Repair. Include on the form a detailed description stating why a variance approval is needed, how it may affect neighbors and the Community and/or influence Property values, sufficient to enable the ACC to fully and fairly consider your request. The fact that all neighbors have agreed to the variance will carry weight but will not guarantee approval. The ACC considers not only neighbor approval, but longer term and wider issues and precedents during the approval process. Additionally, the fact that a neighbor disapproves of a variance request will not necessarily result in denial. The ACC and the Board of Directors will rely on the CC&Rs and these ACC Rules to guide their decision to be as fair and equitable as possible.

1.5 INSPECTION OF WORK

- 1.5.1 The ACC may conduct periodic inspections of the work in progress to ensure adherence to the approved plan.
- 1.5.2 The Homeowner agrees to grant the ACC access to the Property at any reasonable hour to inspect for compliance issues with prior notification.
- 1.5.3 On completion of the project, the Homeowner must contact the ACC for a final inspection of the Improvement(s), Change(s), Addition or Repairs to verify compliance with the approved plan and specifications.
- 1.5.4 Based on the project, inspections can be from the Common Areas and/or the street, or the ACC will

schedule the inspection with the Homeowner to access the Property to inspect the project.

- 1.5.5 It is the duty of the Homeowner and the contractor employed by the Homeowner to determine that the proposed Improvement is structurally, mechanically and otherwise safe; that it is designed and constructed in compliance with all applicable building codes, fire codes, other laws or regulations and sound practices. Western Oaks and the ACC shall not be liable for damages or otherwise because of the approval or non-approval of any Improvement, Addition, Change or Repair.

1.6 EMERGENCY REPAIRS

- 1.6.1 Emergency Repairs are Repairs needed to prevent further damage to the area being repaired and/or immediate adjacent areas due to imminent inclement weather or other substantial cause. These Repairs are NOT EXEMPT from the ACC review process. The Homeowner must act to contact any one of the ACC members and advise them of the immediate emergency. If they cannot locate any one of the five ACC members, they should contact the ACC Board liaison, then the Board President, etc.
- 1.6.2 Pre-scheduling and/or committing to any contract for immediate or future work before submitting an Application and obtaining approval from the ACC does NOT constitute an emergency.
- 1.6.3 Emergency Repairs will receive immediate attention from the ACC. The ACC will work with the Homeowner to facilitate Repairs as necessary, HOWEVER all normal documentation will still be required for the completion of the Application. Time will be given to the Homeowner, if needed, to provide these documents to the ACC no more than 10 days from the start date of the Repair. If the Homeowner fails to provide the required documentation to ACC, then the Emergency Repair Application will be nullified, and a violation notice will be sent.

1.7 VIOLATIONS

- 1.7.1 All complaints of possible violations should be made in writing directly to the ACC. The ACC will keep the name of the complainant confidential. Alternatively, complaints can be submitted to the Community's property management company via the management company's standard point(s) of contact.
- 1.7.2 Making any Improvements, Additions, Changes or Repairs without the prior approval of the ACC is a violation and the correction, or removal of Improvement(s), Addition(s), Changes or Repairs not approved by the ACC will be at the Homeowner's expense including cost(s) of any legal action the ACC and/or Western Oaks may take to seek remedy.

1.8 ENFORCEMENT

- 1.8.1 If ACC approval is not obtained prior to beginning a project covered by these ACC Rules, then notice shall be given to the Homeowner and/or builder to immediately stop work until plans are approved by the Committee. Such work will remain stopped until written approval is received from the Committee. The Homeowner and/or builder are responsible for making necessary arrangements to protect the Property from damage by inclement weather during any time work is stopped and

waiting approval.

- 1.8.2 Improvement(s), Addition(s), Changes or Repairs completed without ACC approval that do not comply with the CC&Rs or these ACC Rules cannot be considered “grandfathered” and are subject to correction at Homeowner’s expense.
- 1.8.3 Any Improvement, Addition, Change or Repair started or completed without ACC approval is subject to removal at the Homeowner’s expense including cost(s) of any legal action the ACC and/or Western Oaks may take to seek remedy.
- 1.8.4 The ACC may require the posting of a security deposit or any other performance bond to insure the timely cleanup and completion of the project or Improvement. The security deposit or performance bond may be assessed and imposed at the beginning of the project or any time during the completion of the project. The security deposit or bond amount shall be set by the ACC not to exceed the greater of \$1,500.00 or 5% of the overall cost of the project. Upon determination by the Committee that the cleanup, construction or completion of the project has become a visual nuisance or safety hazard to the neighborhood, the Committee shall issue notice to the Homeowner that corrective action is required, and such security deposit or performance bond may be forfeited. Any security deposit or performance bond shall be returned upon completion of the project and final inspection by the Committee. If the Committee determines that the Homeowner and/or builder is responsible for damages done to any Common Area, right of way or Greenbelt, it will issue a list of damages and cost of Repair to be deducted from the security deposit or performance bond prior to the return. Damages exceeding the security deposit or performance bond are due upon demand.
- 1.8.5 The ACC or the Board’s designated representative shall be allowed access to the project for a visual inspection to insure compliance with the plans and specifications as approved. Upon examination if it appears to the ACC or representative that the project is not in compliance with the plans and specifications, then notice shall be given to the Homeowner and/or builder to immediately to stop work until such default is cured or the change in plans is approved by the ACC.

2.0 MATERIALS

- 2.0.1 All materials used should be in harmony in both color and diversity of material types with the Community. Materials should be compatible with existing architecture. All materials used should create a continuity of visible materials throughout the Community.
- 2.0.2 Only new construction materials (except for used brick that has been approved by the ACC) may be used.
- 2.0.3 Acceptable exterior building materials: Brick, HardieBoard, HardiePlank, HardieTrim, HardieSoffit, lapped wood siding, fiber cement lap siding, drop siding, stone, stucco and such other materials as approved by the ACC.
- 2.0.4 Prohibited exterior building materials: Particle Board, plastic or polycarbonate panel, reclaimed wood, plywood, rough sawn siding (in any form), mirrored glass, corrugated metal roofing or siding (galvanized or ungalvanized), standing seam metal roofing, highly reflective finishes on exterior surfaces, other discordant materials.

- 2.0.5 Materials to be used on any project may not be placed on the Property in public view earlier than 30 days prior to project.
- 2.0.6 All wood must be painted or stained. Painting of wood fences is prohibited. Natural weathering is prohibited (except for fencing). Natural earth tones or soft subdued paint colors should be used. Bold, primary colors or colors inconsistent with the Community's aesthetic standards are prohibited.
- 2.0.7 All painted surfaces can be repainted. Stained areas may be re-stained however surfaces such as: brick, brick siding and stone are prohibited from being painted.
- 2.0.8 Exterior color Changes will be approved only if the proposed color is in harmony with other existing Homes in the Community or if the color is the same/similar to the colors originally employed in the Community. Natural earth tones or soft subdued paint colors should be used. Bold, primary colors or colors inconsistent with the Community's aesthetic standards are prohibited.

2.1 SITE MAINTENANCE

- 2.1.1 The Property lot must be kept in a clean and well-ordered condition. All trash must be contained in appropriate containers and cannot be allowed to blow freely through the Property and Community. Trash cannot be allowed to create unsightly conditions on the Property or the Community.
- 2.1.2 Home Additions, Improvement(s), Changes or Repairs that use construction crews or any machinery are required to have construction fencing maintained at the Property line between the Property under construction and any occupied adjacent Property.
- 2.1.3 Trash/construction dumpster/containers that will remain on the Property during construction must be approved by the ACC prior to placement. The Homeowner shall submit an Application stating the size, location and duration being requested.
- 2.1.4 Temporary sanitary facilities (chemical toilet) need prior approval by the ACC prior to placement. Facilities should be screened, and they must be maintained so as not to create a nuisance to adjacent or neighboring Properties.
- 2.1.5 The time limit for the placement of a construction dumpster and/or temporary sanitary facilities is 120 days from start of construction. If construction exceeds 120 days, then a request for time extension must be submitted to the ACC. If, due to the scope of the project, construction is anticipated to exceed 120 days, then a Homeowner may request ACC approval of the placement of a construction dumpster and/or temporary sanitary facilities for a period longer than 120 days. In such cases, the Homeowner shall state the anticipated date for removal of the construction dumpster and/or temporary sanitary facilities within the initial Application submittal.
- 2.1.6 Streets and rights of way are to remain clear for vehicular ingress and egress as approved by the ACC.
- 2.1.7 All materials and equipment for a project cannot be stored on streets, rights of way, Common Areas or Greenbelts.

2.2 TEMPORARY STORAGE

- 2.2.1 The Homeowner must submit an Application and provide a description of the temporary storage container type being used. Temporary storage containers (PODS or large containers) must be approved by the ACC prior to placement.
- 2.2.2 ACC approved placement of temporary storage containers in the Property driveway cannot exceed 90 days. If placement exceeds 90 days, then a request for a time extension must be submitted to the ACC at least 10 days prior to the expiration of the approved Application.
- 2.2.3 Storage containers of any type placed in a right of way, Common Areas, Greenbelts or any other Property not owned by the Homeowner are expressly prohibited.

3.0 VEHICLE PARKING/STORAGE

- 3.0.1 If there are more Motor Vehicles stored at a Property than there are licensed drivers, please refer to City of Austin code enforcement. Additional Motor Vehicles must be in the garage.
- 3.0.2 All Motor Vehicles stored outside must be functional except for Emergency Repairs.
- 3.0.3 Outdoor (i.e. not in a garage) storage of recreational vehicles including but not limited to: boats, RVs, trailers, camper, or off-road vehicles other than conventional automobiles must be approved by the ACC.
- 3.0.4 Motor Vehicles can be covered with a commercially manufactured car cover fitted for vehicles which are maintained. Tarps are prohibited coverings for recreation vehicles or Motor Vehicles.
- 3.0.5 Commercial vehicle storage is prohibited.
- 3.0.6 Parking Motor Vehicles on the street must be done in accordance with the City of Austin Code of Ordinances.
- 3.0.7 Report junked or abandoned vehicles to the City of Austin Police Department.
- 3.0.8 In accordance with the City of Austin Restricted Front Yard and Side Yard ordinance, parking a Motor Vehicle in the front or side yard of a Residence except in a driveway or a paved parking space is prohibited.

3.1 GOLF CARTS/ATV

- 3.1.1 Golf cart/ATV can only be stored in a Residence garage or behind a 6-foot privacy fence, and must not be visible from the street.
- 3.1.2 The operator is subject to Texas law and must observe safe driving principles at all times.
- 3.1.3 The operator must have a valid driver's license as required by Texas Transportation Code Section 521.021 and any recodification thereof.
- 3.1.4 Golf carts/ATVs must have headlamps, tail lamps, reflectors, parking brake, mirrors, and a slow-moving vehicle emblem.
- 3.1.5 A vehicle is considered a golf cart only if it has no less than three wheels, has a maximum speed of between 15-25 mph, and is manufactured primarily for operation on golf courses.

4.0 EXTERIOR IMPROVEMENTS/CHANGES

- 4.0.1 Any exterior Improvements or Changes to a Property require an Application be completed and submitted to the ACC for review. This includes, without limitation, front doors, pathways, front landscaping, enclosing of patios, mailbox Repairs, replacing of roofs, etc. ANY exterior Change requires prior approval by the ACC before it can be started. Colors and materials shall adhere to Section 2.0 of these Rules.
- 4.0.2 Each Property is limited to one additional building with a maximum footprint of 100 square feet and a maximum height restricted by Structure type. Each Property is restricted by their specific CC&R sections, amendments, and supplements.
- 4.0.3 No building, Structure, patio, etc. may encroach or be placed within 5 feet of the Property line or in an easement without express written permission from the ACC and all easement holders that have rights to use such easement. A copy of the approval letter from any affected easement holder will need to be provided to the ACC with the Application.
- 4.0.4 No Improvements/Changes may interfere with the established drainage pattern over the Homeowner's Property or any other Property. Improvements/Changes shall be located to prevent runoff/drainage from impacting adjacent properties.

4.1 CARPORTS

- 4.1.1 Carports are prohibited on any Property that has a garage, attached to or detached from the primary Residence, regardless of Changes made to the garage.

4.2 GARAGES/DRIVEWAYS/SIDEWALKS

- 4.2.1 The Homeowner must submit an Application with a Home survey marking the location of any proposed Improvement including any existing Structures not already shown on the survey. The Application should include a detailed description of the proposed Improvement with architectural drawing/design plan/blueprints, rendered drawings, and specifications on size, height(s), footprint and materials being used. Colors and materials shall adhere to Section 2.0 of these Rules.
- 4.2.2 Garage doors should be designed to be compatible with materials, colors and architecture used on the primary Residence. If painted, colors and materials shall adhere to Section 2.0 of these Rules. Electric garage door openers are preferred.
- 4.2.3 Garage areas, or portions thereof, may be used for temporary storage of personal belongings, so long as all Motor Vehicles associated with the Residence can be parked in the garage or driveway.
- 4.2.4 Asphalt or unusual colored driveways or sidewalks are prohibited.
- 4.2.5 Driveways should be cleaned to remove mold, mildew, excessive stains and debris to also include weeds.
- 4.2.6 Driveway joints should be properly maintained with wood strips or a suitable filler material that is not cracked, split or removed.
- 4.2.7 Driveway extensions or expansions must be approved in advance by the ACC. Extensions/expansions

to driveways will be considered for approval only after a thorough investigation of the impact on adjoining Properties is completed. Like materials shall be used. Upgraded materials (brick, stone, pavers) will be considered.

4.2.8 Driveway extensions or expansions include an added walkway or pathway alongside/adjacent to the driveway.

4.2.9 Altering/changing/moving a driveway without prior approval by the ACC is prohibited.

4.3 MAILBOXES/ADDRESS MARKERS

4.3.1 The Homeowner must submit an Application with a detailed description of the proposed Improvement including specifications on size (height and width), footprint, brochure/pictures, location, and materials being used. Colors and materials shall adhere to Section 2.0 of these Rules.

4.3.2 Repair or replacement of mailboxes cannot be made without an Application submitted to the ACC for approval.

4.3.3 Mailboxes shall be of a standard size within the neighborhood. Because mailboxes are a highly visible item in the Community, they must be maintained so as not to present an eye-sore and detract from the overall appearance and aesthetics of the Community.

4.3.4 Mailbox materials used in Repair/replacement should be masonry that matches or is compatible with the primary Residence. Use of non-masonry materials is prohibited. Mailbox design should be constructed in column style and not deviate from the original design.

4.3.5 Address markers should be readily visible on the mailbox.

4.3.6 Painting of addresses on the curb is allowed.

4.3.7 Address markers need to be compatible with the architectural style and design of the Home.

4.4 EXTERIOR PAINTING

4.4.1 The Homeowner must submit an Application including paint sample(s) or manufacturer name and color code, description of all areas to be painted, any Repairs being made to painted areas. Colors and materials shall adhere to Section 2.0 of these Rules.

4.4.2 Any repainting of exterior finishes requires paint samples regardless if the proposed paint color is the same as the previous color.

4.4.3 Areas allowed to be painted include: gutters, door and window trim, wood trim, siding, shutters, doors, and garage doors.

4.4.4 Painting of brickwork, stonework, or brick siding is prohibited.

4.4.5 Exterior color Changes will only be approved if the proposed color is in harmony with the other existing Homes in the Community or if the color is the same/similar color originally employed in the Community.

4.4.6 Exterior paint on Homes, accessory buildings or play equipment must be maintained. If the paint or stain is peeling, cracking, chipping, showing water stains, chalking, fading (morphing) or bubbling then you need to repaint.

4.5 ADDITIONS

- 4.5.1 The Homeowner must submit an Application with a Home survey marking the location of any proposed Improvement including any existing Structures not already shown on the survey. The Application should include a detailed description of the proposed Improvement with architectural drawing/design plan/blueprints, rendered drawings, and specifications on size, height(s), footprint and materials being used. Colors and materials shall adhere to Section 2.0 of these Rules.
- 4.5.2 Any Addition, exterior alteration or Change to any existing building shall be compatible with the architecture, design, character, exterior finish and exterior color of the primary Residence.
- 4.5.3 No building can be located nearer than 5 feet, or such larger setback as provided by the Property's survey or Plat, to any interior side Propertyline, provided, however, that a minimum space of 5 feet shall exist between buildings on any interior lots.
- 4.5.4 No building can be located nearer than 5 feet, or such larger setback as provided by the Property's survey or Plat, to the rear and side Property lines.
- 4.5.5 No Addition may interfere with the established drainage pattern over the Homeowner's or any other Property. Improvements/Changes shall be located to prevent runoff from impacting adjacent properties.
- 4.5.6 First floor Additions must be 100 percent masonry construction, unless stipulated differently by the CC&Rs and all amended and supplemental documents to the CC&Rs, given the Home's location.
- 4.5.7 Second floor Additions must adhere to specifications stipulated by the CC&Rs and all amended and supplemental documents to the CC&Rs, given the Home's location.

4.6 PATIOS

- 4.6.1 The Homeowner must submit an Application with a Home survey marking the location of any proposed Improvement including any existing Structures not already shown on the survey. The Application should include a detailed description of the proposed Improvement with architectural drawing/design plan/blueprints, rendered drawings, and specifications on size, height(s), footprint and materials being used. Colors and materials shall adhere to Section 2.0 of these Rules.
- 4.6.2 Any Addition, exterior alteration or Change to any existing building shall be compatible with the architecture, design, character, exterior finish and exterior color of the primary Residence.
- 4.6.3 A patio cover must be integrated into the existing roof line (flush with eaves) and shingles must match the roof and be the same, type, and quality and color used in the construction of the primary Residence.
- 4.6.4 Patio cover must be situated on the lot to provide drainage solely within the Homeowner's lot.
- 4.6.5 If a proposed patio cover location is less than 6 feet away from the side Property line and the patio is a solid cover, the ACC will require that gutters be installed with downspouts.
- 4.6.6 Patio covers may not encroach into any utility easement unless the public utility companies involved have granted their express written consent to such encroachment. A copy of the letter will need to be provided with the Application.

4.7 PERGOLAS/GAZEBOS/TRELLIS/ARBORS

- 4.7.1 The Homeowner must submit an Application with a Home survey marking the location of any proposed Improvement including any existing Structures not already shown on the survey. The Application should include a detailed description of the proposed Improvement with architectural drawing/design plan/blueprints, rendered drawings, and specifications on size, height(s), footprint and materials being used. Colors and materials shall adhere to Section 2.0 of these Rules. Pergolas not attached to the primary Residence, and gazebos all constitute a detached Structure and as a result are subject to the requirements of this section. The number of detached Structures cannot exceed one per Property.
- 4.7.2 Any detached Structure must be located 5 feet from any Property line and cannot encroach on any easement. If an easement on Property is wider than 5 feet, it will dictate placement from the Property line. Structure placement cannot interfere with the established drainage pattern on the Homeowner's or any other Property and runoff cannot impact adjacent properties.
- 4.7.3 The style and construction of gazebos, arbors and pergola shall be compatible with the architecture, design, character, finish and color of the primary Residence.
- 4.7.4 The maximum footprint for any detached Structure (not including a garage) shall be 100 square feet with a maximum height from the ground (including foundation) to the tallest point not to exceed 10 feet.
- 4.7.5 All surfaces shall be painted, stained or otherwise sealed to prevent deterioration and unsightly weathering. Materials and coloring should be compatible with existing architecture and design of primary Residence.
- 4.7.6 Fiberglass, metal roofing, or metal buildings or other discordant materials are prohibited.
- 4.7.7 Two types of gazebos are permitted: Conical shaped (peaked) roofed gazebos and flat lattice (arbor type) roofed gazebos.
- 4.7.8 All gazebos must have a permanent roof. The materials used in the construction of the gazebo shall be harmonious with the standard, type, quality and color used in the construction of the primary Residence.
- 4.7.9 Each Property is limited to one additional building with a maximum footprint restricted by Structure type as per CC&R Section 8.0201. Each Property is restricted by their specific CC&R sections, amendments, and supplements.

4.8 DECKS

- 4.8.1 The Homeowner must submit an Application with a Home survey marking the location of any proposed Improvement including any existing Structures not already shown on the survey. The Application should include a detailed description of the proposed Improvement with architectural drawing/design plan/blueprints, rendered drawings, and specifications on size, height(s), footprint and materials being used. Colors and materials shall adhere to Section 2.0 of these Rules.
- 4.8.2 Decks must be located in the backyard and may not be larger than 50% of backyard living space.

- 4.8.3 Decks must adhere to City of Austin code and permit requirements.
- 4.8.4 Decks must be constructed of approved wood or composite materials. If painted, the deck must match the color scheme of the primary Residence, unless otherwise approved by the ACC.
- 4.8.5 No part of a deck may encroach into any easement without express written permission from all public utility companies that have right of use of such easement. A copy of the approval letter will need to be provided to the ACC with the Application.
- 4.8.6 No deck may interfere with the established drainage pattern over the Homeowner's or any other Property and shall be located to prevent runoff from impacting adjacent properties.

4.9 ROOFS/GUTTERS

- 4.9.1 The Homeowner must submit an Application with a detailed description of the proposed Improvement including specifications, brochure/hyperlink, pictures, location, and materials being used. Colors and materials shall adhere to Section 2.0 of these Rules. Sample or detailed description of shingles including warranty being used must also be submitted.
- 4.9.2 Repairs to existing roofs require the Homeowner to submit an Application prior to work being done. If a Repair is an emergency due to inclement weather incident or structural failure please refer to Emergency Repairs.
- 4.9.3 Roof shingles must have a minimum of a thirty 30-year warranty and be dimensional style.
- 4.9.4 Alco Lifetime Cedar Aluminum shake roofs or the equivalent are allowed.
- 4.9.5 Roof shingle color should be neutral or natural earth tones. Bold, primary color, or colors (red, green, blue, etc.) inconsistent with the Community are prohibited.
- 4.9.6 Corrugated metal or standing seam metal roofs are prohibited.
- 4.9.7 Built up roofs (BUR) are prohibited.
- 4.9.8 All exposed gutters, downspouts and flashings should complement the predominant color of the adjoining surface. Downspouts must be situated so that adverse drainage consequences are minimized and are located to provide a clean, unobtrusive appearance. Color should be neutral or natural earth tones. Bold, primary colors (red, blue, green, etc.), unpainted metal or reflective finishes are prohibited.
- 4.9.9 No Improvement/Changes to roofs or gutters may interfere with the established drainage pattern over the Homeowner's or any other Property.
- 4.9.10 Improvements/Changes to roofs or gutters shall be located to prevent runoff from impacting adjacent properties.

4.10 WINDOWS/SOLAR SCREENS

- 4.10.1 The Homeowner must submit an Application with a detailed description of the proposed Improvement including specifications, brochure/hyperlink, pictures, location, frame/trim color and materials being used. Colors and materials shall adhere to Section 2.0 of these Rules.
- 4.10.2 If there is any change in existing window sizes, exterior materials must adhere to CC&Rs and ACC approval. The submitted Application shall describe all work being done to change window size and

materials being used.

- 4.10.3 Any window replacement must comply with city building code.
- 4.10.4 If the Homeowner is not replacing all windows or solar screens in one area (front, sides, back, top and bottom), then the replacement window or windows must reflect the pattern of the window it is replacing.
- 4.10.5 All solar screens in one area (front, sides, back, top and bottom) must be of the same color and style.
- 4.10.6 Windows on corner houses must have similar treatment for front and side windows facing the street.
- 4.10.7 Screens must not be mixed on the side of a house.
- 4.10.8 Reflective or mirrored glass of any type is prohibited.

4.11 AWNINGS/SUNSHADES

- 4.11.1 The Homeowner must submit an Application with a detailed description of the proposed Improvement including specifications, brochure/hyperlink, pictures, location, and materials being used. Colors and materials shall adhere to Section 2.0 of these Rules.
- 4.11.2 Awnings/Sunshades on the rear portion of the lot must be approved by the ACC.
- 4.11.3 Awnings/Sun Shades which are visible from the street in front of the lot are prohibited.
- 4.11.4 Sunshades including but not limited to those made from canvas, sail material or similar, that are independent, free standing on poles or attached to any Structure other than the primary Residence are prohibited.
- 4.11.5 Outside patio sets with sunshade umbrellas are permitted.

5.0 STORAGE SHEDS

- 5.0.1 The Homeowner must submit an Application with a Home survey marking the location of any proposed Improvement including any existing Structures not already shown on the survey. The Application should include a detailed description of the proposed Improvement with architectural drawing/design plan/blueprints, rendered drawings, and specifications on size, height(s), footprint and materials being used. Colors and materials shall adhere to Section 2.0 of these Rules. The number of detached Structures cannot exceed one per Property. If a Homeowner is buying a pre-manufactured shed, pictures/brochures, detailed specifications on size, height, footprint will be required.
- 5.0.2 The maximum footprint shall not exceed 100 square feet with a maximum height from the ground (including foundation) to the tallest point, not to exceed 9 feet and must be located behind a 6-foot privacy fence.
- 5.0.3 All sheds must be located a minimum of 5 feet from any Property line and cannot encroach on any existing easement. If an easement on the Property is wider than 5 feet, it will dictate placement from the Property line. The placement of a shed cannot interfere with the established drainage pattern on the Homeowner's or any other Property and runoff cannot impact adjacent properties.

- 5.0.4 The exterior siding must be painted to match the trim or color of the primary Residence. Reflective finishes are prohibited.
- 5.0.5 Roof materials must match the roof materials and roof color of the primary Residence or be approved in writing by the ACC. A sample of roof shingle or detailed description with warranty needs to be submitted with Application.
- 5.0.6 Every effort should be made to screen or shield a shed from the street view of the primary Residence.
- 5.0.7 Each Property is restricted by their specific CC&R sections, amendments, and supplements.
- 5.0.8 Vinyl or polymer sheds are allowed provided the footprint does not exceed 100 square feet and maximum height from the ground (including foundation) to the tallest point does not exceed 6 feet. A vinyl or polymer shed must be located behind a 6-foot privacy fence and be neutral in color (natural earth tones). If the shed meets these criteria then an Application will not be required, however the number of detached Structures cannot exceed one per Property.
- 5.0.9 Fiberglass, metal roofing or metal buildings are prohibited.

6.0 FENCES/VEGETATIVE SCREENS

- 6.0.1 The Homeowner must submit an Application with a Home survey marking the location of any proposed Improvement including any existing Structures not already shown on the survey. The Application should include a detailed description of the proposed Improvement with architectural drawing/design plan/blueprints, rendered drawings, and specifications on size, height(s), footprint and materials being used. Colors and materials shall adhere to Section 2.0 of these Rules. If the Improvement is the new installation or replacement of a fence, you must indicate any part of the fence that is a Party Wall/Party Fence on the Application. If the fence is a Party Wall/Party Fence defined in Section 8.0217 of the CC&Rs, NEIGHBOR ACKNOWLEDGEMENT IN WRITING IS REQUIRED. A letter(s) from any Homeowner adjoining a Party Wall/Party Fence to be installed or replaced will be required and must accompany the Application stating that they approve of such installation.
- 6.0.2 Fences on Property located in the floodplain or that contain a drainage easement are restricted to types of materials that can be used and require a City of Austin permit.
- 6.0.3 All fences should be constructed with the framing, crossmembers and posts on the inside of fencing so that its “finished” side faces the public right of way, Common Area, or Greenbelt.
- 6.0.4 Fences shall not extend nearer to the front street than the front wall of the principal building and cannot extend beyond Property lines.
- 6.0.5 Fences will not be permitted in the following areas: front yard of any Property, the front side of the Residence, right of way, Common Areas, Greenbelts or any portion thereof.
- 6.0.6 Fence installation that will obstruct sight lines for vehicular traffic is prohibited. Corner Properties must maintain a 15-foot setback from the intersecting streets or such greater amount as provided by the City of Austin, survey, or Plat.
- 6.0.7 Fence variances are for specific installation/replacement only and are not auto-renewable. Any fence variance is subject to review when there is a new installation or replacement.
- 6.0.8 Homeowners assume responsibility to cure any error made in the placement or construction of the

fence that does not comply.

6.0.9 Approved fence materials include wood, masonry, and approved wrought iron.

6.0.10 Fences must be properly maintained. Posts, crossmembers, and pickets are to be unbroken, not grossly warped and in good condition.

6.0.11 Damaged fences are to be immediately repaired with materials as outlined or otherwise removed entirely. If the fence area to be replaced or repaired is less than 8 linear feet, an Application is NOT required.

6.0.12 It is up to individual Homeowners to determine if they would like to share the cost of fence replacement between properties. For cost sharing of Party Wall/Party Fence replacement refer to Section 8.0217 of the CC&Rs.

6.0.13 Replacement of fences that have been installed/constructed in violation of these ACC Rules must be installed to adhere to CC&Rs and these ACC Rules upon replacement.

6.0.14 Prohibited fence material: chain link, solid galvanized metal panels, bull/cattle welded wire, plastic or vinyl coated welded wire, pre-assembled vinyl panel, plastic construction fence, wood trellis.

6.0.15 Fence dog/pet “windows” and any open dog/pet door installed in the fence are prohibited.

6.0.16 WOOD FENCE REQUIREMENTS

6.0.16.1 Approved wood fence materials include: Western Red Cedar, garden grade Redwood, Ipe, pressure treated pine (posts and rails only), galvanized or factory black painted or powder coated steel (posts). Pine and pressure treated wood pickets are prohibited.

6.0.16.2 Fence boards shall be nominal 1x4 or 1x6 boards with a minimum actual thickness of 5/8-inch and maximum height of 6 feet.

6.0.16.3 HORIZONTAL WOOD FENCE REQUIREMENTS

6.0.16.3.1 Spacing between fence posts shall be no greater than 6 feet.

6.0.16.3.2 Steel posts are highly recommended, including 2-3/8-inch round galvanized or a factory applied black painted or powder coated square post with a size not to exceed 4” x 4”. “Slip” style fence posts are prohibited.

6.0.16.3.3 A wood decorative cap on top of the fence is allowed provided the fence does not exceed the aforementioned maximum height requirement. Minimum fence height shall be 4 feet.

6.0.16.3.4 Joints where horizontal boards meet other boards or posts shall be covered by a 1x6 board on the outside as viewed from the street, Greenbelt, or Common Area(s). A 2x2 vertical board placed midway between posts on the inside of the fence is recommended for durability and support.

6.0.17 METAL FENCE REQUIREMENTS

6.0.17.1 Metal fences (“wrought iron”) shall be factory applied black painted or powder coated with square posts having a size not to exceed 4” x 4”. Metal fences shall conform to applicable City of Austin

building codes. Pointed or decorative capped metal fences are prohibited.

6.0.18 Vegetative screens must have a maximum height of 6 feet and may not exceed a total of 100 linear feet. They must be brown or green in color and plants used should be evergreen in nature. Plants cannot die off completely each year and must be maintained by trimming and removing any dead portions or debris. The selection of plants for vegetative screens shall also comply with Section 6.1 below.

6.0.19 Non-vegetative screens are prohibited.

6.1 YARD/LANDSCAPING/PLANTING

6.1.1 The Homeowner must submit an Application with a Home survey marking the location of any proposed Improvement including any existing Structures not already shown on the survey. The Application should include a detailed description of the proposed Improvement with architectural drawing/design plan/blueprints, rendered drawings, and specifications on size, height(s), footprint and materials being used. Colors and materials shall adhere to Section 2.0 of these Rules.

6.1.2 The Homeowner must submit an architectural drawing/design plan/rendered drawing to scale with a list of plants to be used.

6.1.3 All landscaping shall be compatible with the Community.

6.1.4 No Improvement/Change may interfere with the established drainage pattern over the Homeowner's or any other Property and must be located to prevent runoff from impacting adjacent properties.

6.1.5 Prohibited plants are Texas invasive species or any plant that will encroach or invade adjacent properties either through runners, roots/rhizomes or seeding, and the Texas Parks and Wildlife prohibited exotic species.

6.1.6 Planting of cacti is limited to approved xeriscape plans. (for more information on xeriscaping refer to section 6.2 Xeriscaping)

6.1.7 Front and side lawn watering and watering schedule must comply with City of Austin water restrictions (<http://www.austintexas.gov/department/water-conservation>).

6.1.8 Trees, plants and shrubs shall be located so as not to interfere with neighboring Property.

6.1.9 Trees, plants, shrubs, walls and fences shall not be allowed to interfere with sight lines of vehicular traffic.

6.1.10 Reworking/replanting of existing flower beds, planting of trees or shrubs do not require an Application to the ACC. Work cannot exceed the existing flower beds without approval from the ACC.

6.1.11 Vegetable plants and vegetable gardens are prohibited from placement in the front or side yard. Vegetable plants and vegetable gardens can be planted in the backyard, when hidden behind and below a 6-foot privacy fence.

6.1.12 Open space fencing is not allowed if the Homeowner is planting vegetable plants or vegetable gardens.

6.1.13 Landscaping and yard maintenance for Homeowners Property will be kept neatly trimmed and

edged, cultivated, well-maintained (alive). Landscaping and yards should be kept free of weeds, unsightly objects, obvious trash, garbage and debris, brush, yard trimmings, discarded items, items that are broken or beyond repair, planters/pots that are empty, cracked or contain dead plants.

6.1.14 Dead wood and branches from shrubs and trees should be removed.

6.1.15 Tree canopies that encroach on hang over sidewalks, pedestrian way, Common Area(s), or Greenbelts shall be trimmed to a height of 8 feet from the ground.

6.1.16 Tree canopies that encroach on public right of way or streets shall be trimmed to height of 14 feet from ground according to City of Austin Code.

6.1.17 Tree removal (including removal for dead or diseased trees) residents must comply with City of Austin Tree Regulations for large protected or heritage trees.

6.2 XERISCAPING

6.2.1 The Homeowner must submit an Application with a Home survey marking the location of any proposed Improvement including any existing Structures not already shown on the survey. The Application should include a detailed description of the proposed Improvement with architectural drawing/design plan/blueprints, rendered drawings, and specifications on size, height(s), footprint and materials being used. Colors and materials shall adhere to Section 2.0 of these Rules. Any xeriscaping plan initiated or executed without approval from the ACC is prohibited.

6.2.2 The landscape design/rendered drawings (drawn to scale) shall include the proposed area of xeriscape coverage, a list of plants and materials such as decorative rock, mulch, and decomposed granite.

6.2.3 The maximum amount of area eligible for xeriscaping is 50 percent of available front and side yard space. Conversely, this means that at least 50 percent of this yard space should contain green lawn. This maximum area of xeriscape coverage does not apply to areas of the backyard that are behind a 6-foot privacy fence.

6.2.4 Large areas of the lawn/yard may not be composed of a single material, i.e. bare mulch/rock is not allowed unless interspersed with plants. In addition, no more than 50 percent of the xeriscaped area may be decorative rock or decomposed granite. Additionally, loose rock placed in the sidewalk strip area (between sidewalk and curb) and if used in the front lawn must not wash out onto the public sidewalk or street. This may be prevented by ensuring rock level is lower than the curb.

6.2.5 Approved materials are xeric plants, decomposed granite, ground hardwood mulch, crushed limestone, flagstone, or loose decorative rock material for a ground cover that is maintained to prevent weed growth without using toxic or environmentally harmful chemicals.

6.2.6 Hardscape surfaces should be limited to driveways, patios, and sidewalks only.

6.2.7 Planted areas in the yard should create visually appealing spatial relationships. The areas that are not in delineated planted beds may be a drought-tolerant ground cover, or drought-tolerant turf grass.

6.2.8 Xeriscape areas must be maintained (plants kept trimmed and weeded) to ensure an attractive appearance. No plants may encroach on public sidewalks, Common Areas, or Greenbelts. Sickly and dying plants must be removed or replaced.

- 6.2.9 Artificial turf grass is permitted **only** in the back and/or side yard behind an approved privacy fence and shall not adversely impact any adjacent Property.
- 6.2.10 Hardscapes can include large boulders or other natural materials that are used as a part of the xeric landscape design. Hardscapes should be natural colored rock and/or masonry. No boulders or large rocks may be used in the sidewalk strip area.
- 6.2.11 For public safety, no plant with thorns, spines, or sharp edges can be used within 6 feet of the public sidewalk.
- 6.2.12 Xeriscape areas should only use drip irrigation and not have an active built-in (spray) irrigation system.

6.3 YARD ART/FOUNTAINS/STATUES/PLANTERS AND OTHER ITEMS

- 6.3.1 The Homeowner must submit an Application with a Home survey marking the location of any proposed Improvement including any existing Structures not already shown on the survey. The Application should include a detailed description of the proposed Improvement with architectural drawing/design plan/blueprints, rendered drawings, and specifications on size, height(s), footprint and materials being used. Colors and materials shall adhere to Section 2.0 of these Rules.
- 6.3.2 Planters/box planters that have a width or height more than 30 inches are subject to ACC review for use and placement.
- 6.3.3 No statue, fountain, yard ornament or other temporary or permanent outdoor decoration, appliance, or equipment shall be installed on any part of the front or side yard visible from the street without the prior written approval of the ACC.

6.4 LAWN FURNITURE

- 6.4.1 Lawn furniture allowed in the front yard includes leisure swings, chairs of a neutral color or that match the Residence (limited to a maximum of 4), and one table not to exceed 15 square feet. Colors and materials shall adhere to Section 2.0 of these Rules.
- 6.4.2 Leisure swings are considered outdoor furniture and will be allowed in front and side yards.
- 6.4.3 Leisure swings can be hung from a natural structure (such as a tree). Hanging a leisure swing from any type of man made Structure (except the main residence) is prohibited.
- 6.4.4 Leisure swings must be constructed of materials resistant to decay. Acceptable materials include: pressure treated yellow pine, redwood, cedar, or other suitable composite material (PVC or "Polywood"). Treated wood must be stained or painted and be in harmony with the existing Residence. (Natural weathering is prohibited)
- 6.4.5 Leisure swing installation must have reasonably sufficient area on the Homeowner's Property in which to install the device or appurtenance.
- 6.4.6 All lawn furniture must be maintained in good condition. Lawn furniture that has fallen into disrepair can be repaired or removed by the Board in accordance with the CC&Rs.

6.5 IRRIGATION

- 6.5.1 The Homeowner must submit an Application with a Home survey marking the location of any proposed Improvement including any existing Structures not already shown on the survey. The Application should include a detailed description of the proposed Improvement with architectural drawing/design plan/blueprints, rendered drawings, and specifications on size, height(s), footprint (map of all sprinkler/sprinkler heads and irrigation lines) and materials being used. Colors and materials shall adhere to Section 2.0 of these Rules.
- 6.5.2 An Application is required if existing irrigation systems are to be reworked, rezoned or Changes made to sprinklers, such as Changes made to the type of existing heads being used or installation of drip irrigation.
- 6.5.3 Minor maintenance or Repairs to less than 12 linear feet of an irrigation system does NOT require the submission of an Application to the ACC for the work/Repairs to be done.

6.6 GREENHOUSES

- 6.6.1 The Homeowner must submit an Application with a Home survey marking the location of any proposed Improvement including any existing Structures not already shown on the survey. The Application should include a detailed description of the proposed Improvement with architectural drawing/design plan/blueprints, rendered drawings, and specifications on size, height(s), footprint and materials being used. Colors and materials shall adhere to Section 2.0 of these Rules. The number of detached Structures cannot exceed one per Property. If buying a pre-manufactured greenhouse include pictures/brochures, and detailed specifications and be aware modifications may be required.
- 6.6.2 The maximum footprint shall not exceed 100 square feet with a maximum height from the ground (including foundation) to the tallest point, not to exceed 8 feet and must be located behind a 6-foot privacy fence. Placement in the front and/or side yard is prohibited.
- 6.6.3 All greenhouses must be located 5 feet from any Property line and cannot encroach on any easement. If an easement on the Property is wider than 5 feet, it will dictate placement from the Property line. Placement of a greenhouse cannot interfere with the established drainage pattern on the Homeowner's Property and runoff cannot impact adjacent properties.
- 6.6.4 Each Property is restricted by their specific CC&R sections, amendments, and supplements.

6.7 RAIN BARRELS/RAIN HARVESTING SYSTEM

- 6.7.1 The Homeowner must submit an Application with a Home survey marking the location of any proposed Improvement (rainwater collection and storage equipment) including any existing Structures not already shown on the survey. The Application should include a detailed description of the proposed Improvement with architectural drawing/design plan/blueprints, rendered drawings, and specifications on size, height(s), footprint and materials being used. Colors and materials shall adhere to Section 2.0 of these Rules. (Water weighs 8 pounds/gallon, so a rain barrel likely can't be moved when full; an unstable barrel may tip and is especially dangerous to children).

- 6.7.2 Rain barrels must be located behind a 6-foot privacy fence, fully screened from view from the street, Common Area, or Greenbelt, and located a minimum of 5 feet from the fence line.
- 6.7.3 Any rain barrels must be installed near the main Residence on a level base with the gutter downspout leading directly to the barrel inlet at a substantially vertical angle.
- 6.7.4 Systems must be installed on Homeowner's Property. No portion of rain barrels or rain harvesting systems may encroach on adjacent properties, easements, Common Areas, or Greenbelts.
- 6.7.5 Overflow lines from rain harvesting systems cannot be directed onto or adversely affect adjacent properties, Common Areas, or Greenbelts.
- 6.7.6 Rain barrels or rain harvest systems cannot interfere with the established drainage pattern over the Homeowner's or any other Property and shall be located to prevent runoff from impacting adjacent properties.
- 6.7.7 Harvested water must be used and not allowed to become stagnant or a threat to public health. Rain water must be drained in between rain events.
- 6.7.8 Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals, insects (mosquitos) and debris from entering the barrels, tanks or other storage devices.
- 6.7.9 Open top storage containers are prohibited.
- 6.7.10 Systems must be maintained in good repair. Systems that fall into disrepair shall be repaired, replaced, or removed.
- 6.7.11 Unused systems must be drained and disconnected from the gutters. Any unused systems must be removed.
- 6.7.12 Installation of rain barrels or rain harvesting system must have reasonably sufficient area on the Homeowner's Property in which to install the necessary equipment or appurtenance.

6.8 COMPOSTING

- 6.8.1 The Homeowner must submit an Application for the installation of a compost bin or tumbler. The Application should include a detailed description of the proposed compost container with drawings, and specifications on container size, height(s), footprint and materials being used. Colors and materials shall adhere to Section 2.0 of these Rules. Compost containers must be located in the backyard only, behind a 6-foot privacy fence and screened from view from the street, Common Areas, or Greenbelts.
- 6.8.2 Composting must use a plastic compost tumbler or bin, have odor control properties, rodent proof and not to exceed 74 gallons.
- 6.8.3 Placement of a composting container against a fence line is prohibited.
- 6.8.4 Installation of composting container or bin must have reasonably sufficient area on the Homeowner's Property in which to install the device or appurtenance.

7.0 POOLS/SPAS/HOT TUBS

- 7.0.1 Swimming Pools/Spas/Hot Tubs must have the approval of the ACC before any work is undertaken.

The Homeowner must submit an Application with a Home survey marking the location of any proposed Improvement (Pool/Spa/Hot Tub) including any existing Structures not already shown on the survey. The Application should include a detailed description of the proposed Improvement with architectural drawing/design plan/blueprints, rendered drawings, and specifications on size, height(s), footprint and elevations of elements that rise above ground level, location and size of pool and/or spa, location of pool equipment, indicate drainage for pool, fence design and materials being used. Colors and materials shall adhere to Section 2.0 of these Rules. Homeowner must indicate the proposed access point for construction. If a Homeowner proposes to use another adjacent Homeowner's Property for construction access, that affected Homeowner's acknowledgement IN WRITING is required.

- 7.0.2 The Point of construction access must be included on the Application. Construction access from Western Oaks owned, or managed areas must be approved by the ACC or the Board and may be subject to financial security requirements to insure the adequate Repair of any damage. This includes access from Common Areas, Greenbelts, drainage areas, easements, or any areas adjacent to a Homeowner's Property owned or managed by Western Oaks. Any damage caused to these areas either directly or indirectly due to the Homeowner's architectural project/work and/or their actions or those of any person(s) employed/hired/working in conjunction with the Homeowner's project will be repaired at the Homeowner's expense on demand.
- 7.0.3 Applications for pools/spas/hot tubs will not be considered without a corresponding Application for an acceptable 6-foot fence design unless the Property already has an existing approved 6-foot fence around the proposed pool/spa/hot tub area.
- 7.0.4 Applications for pools/spa/hot tubs will not be considered without backwash acknowledgement for pool/spa/hot tubs in accordance with Edwards Aquifer recharge zone. The Texas Commission on Environmental Quality (TCEQ) must be contacted prior to discharge at (512) 339-2929.
- 7.0.5 The Homeowner must comply with City of Austin code, permits, City of Austin Watershed Protection Dept. and City of Austin residential impervious cover.
- 7.0.6 All pools/spas/hot tubs/ pool equipment such as filters, pumps, etc. must be located in the backyard behind a 6-foot privacy fence and screened from street view. Installation must have reasonably sufficient area on the Homeowner's Property in which to install the pool/spa/hot tub.
- 7.0.7 No pool/spa/hot tub/pool equipment of any type may encroach into any utility easement unless all the utility companies involved have granted their express written consent to such encroachment. A copy of the consent letter will need to be provided with the Application.
- 7.0.8 Construction or placement of swimming pool/spa/hot tub/pool equipment in any manner that interferes with the established drainage pattern over the Homeowner's or any other Property or causes water to flow on an adjacent lot is prohibited.
- 7.0.9 Drainage system created by swimming pool/spa/hot tub/pool equipment is prohibited from interfering with the established drainage pattern over the Homeowner's or any other Property and shall be located to prevent runoff from impacting adjacent Properties.
- 7.0.10 Above ground pools deeper than 18 inches, having a filter/pump, and a footprint of 96 square feet or greater are prohibited (for temporary toddler pools refer to play equipment).

8.0 PLAY EQUIPMENT

- 8.0.1 The Homeowner must submit an Application with a Home survey marking the location of any proposed Improvement (play equipment) including any existing Structures not already shown on the survey. The Application should include a detailed description of the proposed Improvement with specifications on size, height(s), footprint and materials being used. Colors and materials shall adhere to Section 2.0 of these Rules.
- 8.0.2 Children's play equipment includes, but is not limited to: playscapes, playhouses, tents, swing sets, individual hanging child swings, saucers, etc., trampolines, basketball hoops, sandboxes, temporary swimming pools above grade having a depth less than 18 inches and a maximum footprint of 96 square feet. All play equipment must be maintained and kept in good repair (including painting).
- 8.0.3 Play equipment is to be placed in the backyard behind a 6-foot privacy fence so play equipment is screened from view from the street, Common Area, or Greenbelt to the maximum extent possible by permanent Structures (such as the house, garage, or wood fences).
- 8.0.4 Placement of any play equipment in the front and/or side yard is prohibited. However, one infant swing or child swing is permitted in the front or side yard. The infant or child swing must meet the standards of the U.S. Consumer Product Safety Commission or other applicable authorities. Regular maintenance and inspection of the swing are the responsibility of the Homeowner to ensure continued safety. The child swing should be a stirrup or disk type swing (not to exceed 36" in diameter) and shall be hung from a natural structure (such as a tree). Hanging the swing from any type of man made Structure is prohibited. The swing must be hung in a manner that when in motion, it will not cross over a sidewalk, neighboring Property, Greenbelt or Common Area.
- 8.0.5 Any play equipment (including trampolines with nets) that puts a child in motion must be located a minimum of 8 feet from any fence line.
- 8.0.6 Maximum height of play equipment/playscape from the ground to top of roof (including top of flags and canopy) is 12 feet. Maximum height of standing platforms is 5 feet above natural grade. Play equipment shall have a maximum footprint of 100 square feet.
- 8.0.7 Play equipment must be constructed of materials resistant to decay, such as pressure-treated yellow pine, redwood, cedar, or treated wood painted to be in harmony with the existing Residence. Canopies, awnings, or covers must be in primary, green, or earth tone solid colors.
- 8.0.8 Play equipment will not be approved for construction on easements. Play equipment cannot impede/block the drainage on the lot or cause water to flow to an adjacent lot.
- 8.0.9 Each Property is limited to one additional building with a maximum footprint of 100 square feet and a maximum height restricted by Structure type CC&R section 8.0201. Each Property is restricted by its specific CC&R sections, amendments, and supplements.
- 8.0.10 Party/Special Occasion equipment is allowed in the front or side yard for special occasions/events but must be removed within 48 hours of initial placement.
- 8.0.11 Children's toys, bicycles, skateboards, scooters, etc. or anything movable or mobile should not be left out in the front yard overnight.

8.1 BASKETBALL GOALS

- 8.1.1. Prior to installation, the Homeowner must submit an Application with a Home survey marking location and detailed description of the proposed Improvement giving specifications on size, height(s) and footprint and materials being used.
- 8.1.2 Basketball goals are required to be on a permanently placed metal pole at a location where it does not cause an annoyance to adjacent properties. The backboard must be made of fiberglass or other approved material resistant to weathering.
- 8.1.3 Basketball goal/hoop(s) must be set back a minimum of 12 feet from the street curb.
- 8.1.4 Nets are required on all rims always, no chain type nets are allowed. Nets must be in good repair and may not be torn, damaged or hanging unevenly.
- 8.1.5 Basketball goals must be maintained and in usable condition. A basketball goal that has fallen into disrepair must be repaired or removed in its entirety.

8.2 TRAMPOLINES

- 8.2.1 Prior to installation, the Homeowner must submit an Application with a Home survey marking location and detailed description of the proposed Improvement (trampoline) giving specifications on size, height(s) and footprint and materials being used.
- 8.2.2 Placement of trampolines shall adhere to Section 8.0 of these Rules.
- 8.2.3 Trampoline accessories including netting, if planned to be above a 6-foot fence line, must be black in color. Allowed colors for trampoline netting support poles are black, green and dark blue.
- 8.2.4 Trampoline clubhouses, shades or other similar types of cover are prohibited.

8.3 TREEHOUSES

- 8.3.1 Prior to installation, the Homeowner must submit an Application with a Home survey marking location and detailed description of the proposed Improvement (treehouse) giving specifications on size, height(s) and footprint and materials being used.
- 8.3.2 Placement of treehouses shall adhere to Section 8.0 of these Rules.
- 8.3.3 Must be located a minimum of 8 feet from any fence line.
- 8.3.4 Maximum height of treehouse from the ground to top of roof (including top of flags and canopy) is 12 feet. Maximum height of standing platforms is 7 feet above natural grade.
- 8.3.5 Maximum footprint is 32 square feet.

9.0 SIGNS

- 9.0.1 Signs of any kind are prohibited except for political signs, real estate signs, special occasion signs and professional services signs. All approved signs may only be placed on the Homeowner's Property.
- 9.0.2 All signs must adhere to these Rules or be removed by the Homeowner.

- 9.0.3 Any signs in Common Areas, Greenbelts or any area owned or managed by Western Oaks can be removed by the Association. Any expenses incurred to remove a sign will be the responsibility of the installer.
- 9.0.4 All signs must be ground-mounted and cannot be attached in any way to a traffic control device, or a light pole, and cannot threaten the public health or safety or violate a law.
- 9.0.5 Political signs for candidate or ballot item for an election are limited to: (a) on or after the 90th day before the date of the election to which the sign relates; (b) Before the 10th day after that election date; (c) Homeowners are limited to displaying only one sign for each candidate or ballot item. Political signs cannot exceed 4 feet by 6 feet.
- 9.0.6 Real estate for sale or rent signs are limited to the duration of the sales or rent period and cannot exceed 2 feet by 3 feet or 6 square feet total.
- 9.0.7 Professional service signs are limited to the duration of the construction and up to one week at the finish of construction and cannot exceed 2 feet by 3 feet or 6 square feet total.
- 9.0.8 Special occasion signs shall be removed no later than one week after the related event.

10.0 EXTERIOR LIGHTS

- 10.0.1 The Homeowner must submit an Application with a Home survey marking the location of lights, light spread patterns, lighting heights, type of lighting (motion, solar, switch operated only, LED, blue light, soft white, etc.) including any existing Structures not already shown on the survey. The Application should include a detailed description of the proposed Improvement with specifications on size, height(s), footprint and materials being used. Colors and materials shall adhere to Section 2.0 of these Rules.
- 10.0.2 Exterior lighting cannot be directed in any manner toward an adjacent Property that would cause a nuisance or excessive glare. Lights shall not pose a safety hazard to pedestrians or passing vehicles.
- 10.0.3 All exterior lighting must be of residential design or style. Industrial security lighting, “vapor security light”, sodium mercury vapor or bare HID (high intensity discharge) yard lights are prohibited.
- 10.0.4 Night time inspection may be required prior to approval of a submitted Application. All exterior lighting approved by the ACC is subject to a ninety (90)- day trial period.
- 10.0.5 Non-holiday outdoor string lights are permitted if they are placed in the backyard only. Light produced by strings must be soft glow and not glare. Installation of poles or other Structures higher than 6 feet for the placement of string lighting is prohibited. Placement of lighting shall not cause a nuisance. Complaints received by the Board or ACC may require removal or relocation.

11.0 FLAGS

- 11.0.1 Allowable Flags may be displayed subject to these ACC Rules. “Allowable Flags” are: the flag of the United States; the flag of the State of Texas; the official flag of any branch of the United States armed forces; a school or professional sports team flag; or holiday/special occasion flag. An Allowable Flag shall be no larger than 3 feet by 5 feet in size.
- 11.0.2 Allowable Flags must be displayed from an approved flagpole as described in Section 11.1 below.

Flags may not be draped over or directly attached to Structures. For example, an Allowable Flag may not be laid across, or attached to, a fence or stapled to a garage door.

- 11.0.3 Allowable Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.
- 11.0.4 Only one Allowable Flag may be displayed on a flagpole attached to a Structure. Up to two Allowable Flags may be displayed on an approved free-standing flagpole..
- 11.0.5 All flags must be maintained in good condition. Deteriorated flags must be promptly replaced or removed.
- 11.0.6 Lighting may be installed to illuminate an Allowable Flag if it will be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must: be ground mounted near the flag; utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; lighting must point towards the flag and face the main Structure on the Property or to the center of the Property if there is no Structure.

11.1 FLAGPOLES

- 11.1.1 The Homeowner must submit an Application with a Home survey marking the location of any proposed Improvement (flagpole) including any existing Structures not already shown on the survey. The Application should include a detailed description of the proposed Improvement with specifications on size, height(s), footprint and materials being used as well as any additional illumination associated with the display of Allowable Flags. Colors and materials shall adhere to Section 2.0 of these Rules.
- 11.1.2 Free-standing flagpoles are allowed solely for the purpose of displaying Allowable Flags. If a flagpole is no longer used on a daily basis it must be removed. All flagpoles must be maintained in good condition and any deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.
- 11.1.3 Free-standing flagpoles may only be installed on a Homeowner's Property and must be at least 14 feet tall and a maximum of 20 feet tall including any ornamental cap. It must be permanently installed in the ground according to manufacturer's instructions and only one free-standing flagpole is allowed on a Homeowner's Property.
- 11.1.4 Flagpoles are prohibited from installation in easements, side or rear set setback lines or beyond half the distance of the front setback line (for example: on a lot with a 30-foot front setback line, a flagpole may not be installed closer than 15 feet from the front Property line) or closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20-foot flagpole cannot be installed closer than 20 feet from an adjacent house).
- 11.1.5 All flagpoles or free-standing flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling and subject to applicable zoning ordinances, easements, and setbacks of record.
- 11.1.6 A flagpole may be securely attached to the primary Residence or a suitably sized tree and may be up to a maximum of 6 feet long. One attached flagpole is allowed on the front of the Residence facing

the street and one attached flagpole is allowed on the rear/backyard portion of the Residence.

11.1.7 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.

12.0 HOLIDAY AND RELIGIOUS DISPLAYS

12.0.1 Homeowners may display or affix on the entry to the Homeowner's or resident's dwelling one or more religious items the display of which is motivated by the Homeowner's or resident's sincere religious belief.

12.0.2 Displays or affixing of a religious item on the Homeowner's Property that: (1) threatens the public health or safety; (2) violates a law; (3) contains language, graphics, or any display that is patently offensive to a passerby is prohibited.

12.0.3 Holiday displays, including holiday lighting, can be placed 35 days before recognized holidays and must be removed 14 days after recognized holiday.

12.0.4 Holiday displays will allow for religious theme or item(s) to be displayed.

13.0 SOLAR ENERGY DEVICES

13.0.1 The Homeowner must submit an Application with a Home survey marking the location of any proposed Improvement (Solar Energy Device) including any existing Structures not already shown on the survey. The Application should include a detailed description of the proposed Improvement with architectural drawing/design plan/blueprints, rendered drawings, and specifications on Solar Energy Device/device size, height(s), footprint and materials being used. Colors and materials shall adhere to Section 2.0 of these Rules.

13.0.2 Solar Energy Devices and related energy storage systems must be in compliance with the City of Austin energy program and inspected by the City of Austin.

13.0.3 All Solar Energy Devices are prohibited and will be removed at the Homeowners' expense if installed without prior approval by the ACC as per Texas Property Code 202.010.

13.0.4 Solar Energy Devices are prohibited if they are illegal, violate public health and safety or as installed voids material warranties.

13.0.5 Solar Energy Devices shall be placed on the back or side of the Residence roof, backyard patio roof or in the backyard behind a 6-foot privacy fence.

13.0.6 Solar Energy Devices cannot be located on the front of the Residence roof/yard, except if such front facing 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.

13.0.7 Installation must have reasonably sufficient area on the Homeowner's Property in which to install the device or appurtenance. Solar Energy Devices cannot extend higher than the roofline, must

conform to the slope of the roof and the top edge must be parallel to the roofline.

13.0.8 Solar Energy Devices must be architecturally compatible and in accordance with roof specifications and have a frame, a support bracket, or visible conduit wiring that is in a silver, bronze, or black tone.

13.0.9 Installation of Solar Energy Devices in Common Areas, Greenbelts or any area owned or managed by the HOA within the Subdivision is prohibited.

14.0 STANDBY ELECTRIC GENERATORS AND BATTERY ENERGY STORAGE DEVICES

14.0.1 The Homeowner must submit an Application with a Home survey marking the location of any proposed Improvement (standby electric generator or battery energy storage device) including any existing Structures not already shown on the survey. The Application should include a detailed description of the proposed Improvement with specifications on standby electric generator size, height(s), footprint and materials being used. Colors and materials shall adhere to Section 2.0 of these Rules.

14.0.2 Installation of any standby electric generator or battery energy storage device must be approved prior to installation or it will be subject to removal at the Homeowner's expense.

14.0.3 All electrical, plumbing and fuel line connections must be installed by only licensed contractors.

14.0.4 Placement must be in the backyard behind a 6-foot privacy fence and screened from public or street view.

14.0.5 Standby electric generators must adhere to Texas Property Code 202.019.

14.0.6 All standby electric generator fuel tanks must be installed and maintained to comply with the manufacturer's specifications, applicable municipal zoning ordinances and governmental health, safety, electrical and building codes.

14.0.7 Standby electrical generator(s), electrical lines and fuel lines must be maintained in good condition otherwise the Repair, replacement or removal of any deteriorated or unsafe component(s) including electrical and/or fuel lines is required.

14.0.8 Periodic testing of equipment may only occur during the hours of 8 a.m. to 8 p.m. and consistent with the manufacturer's recommendations, for the periodic testing.

14.0.9 Use of standby electric generators to generate all or substantially all of the electrical power to the Residence is prohibited, except when utility-generated electrical power to the Residence is not available or use of a standby electric generator is intermittent due to causes other than non-payment for utility service to the Residence.

15.0 AIR CONDITIONING WINDOW UNITS

15.0.1 The Homeowner must submit an Application with an exhibit marking the location of any proposed Improvement (air conditioning window unit). The Application should include a detailed description of the proposed Improvement with either architectural drawing/design plan/blueprints, rendered drawings, or photographs and specifications on device size, height(s), footprint and materials being used. Colors and materials shall adhere to Section 2.0 of these Rules.

- 15.0.2 Air conditioning window units must be placed in an opening to the backyard only and cannot be visible from the street and limited to the first story of the Residence.
- 15.0.3 Portable air conditioning units are permitted, the exhaust for a portable air conditioner may not be placed in an opening on the front of the Residence or where visible from the street.
- 15.0.4 Portable air conditioning units do not require an Application if placement adheres to these ACC Rules.

16.0 SATELLITE DISHES/ANTENNA

- 16.0.1 The Homeowner must submit an Application with a Home survey marking the location of any proposed Improvement (satellite dish/antenna). The Application should include a detailed description of the proposed Improvement with drawings/design plans/pictures/brochure and specifications on device size, height(s), footprint and materials being used. Colors and materials shall adhere to Section 2.0 of these Rules.
- 16.0.2 Permitted types of antenna: Installation of any DBS (direct broadcast satellite) satellite dish that is one meter or less in diameter, MMDS (multichannel multipoint distribution service wireless cable) antenna that is one meter or less in diameter or diagonal measurement, or television (TBS) antenna (collectively referred to as "Antenna") is permitted.
- 16.0.3 Permitted Location: The installation location for an Antenna shall be a location in the backyard that is shielded from view from the street(s) and adjacent Residences, provided such location does not preclude reception of an acceptable quality signal.
- 16.0.4 Installation of an Antenna or satellite dish in/on any Common Areas, Greenbelts or property owned or under the exclusive use or control of the Association is prohibited.
- 16.0.5 Installation of any Antenna designed to transmit radio, television, cellular, or other signals that does not also receive over the air video programming services as described in the CC&R's is prohibited.

17.0 GREENBELTS/COMMON AREAS

- 17.0.1 Use of Motorized Vehicles driven by Homeowners or their guests on Greenbelts or Common Areas is prohibited. This includes but is not limited to golf carts, motorcycles, minibikes, go-carts, mopeds, ATVs and delivery trucks, but excludes lawn cutting or maintenance equipment hired by the Association for regular services.
- 17.0.2 Homeowners are prohibited from extending Improvements beyond their Property line into the open space of Greenbelts or Common Areas.
- 17.0.3 Homeowners are prohibited from placing items for use personally or communal in/on Greenbelts or Common Areas. This includes but is not limited to, batting cages, golf putting greens, basketball hoops, fountains, and gardens (individual or communal).
- 17.0.4 Homeowners are prohibited from building or placing any buildings, fences, irrigation or vehicles in/on Greenbelts or Common Areas.
- 17.0.5 Homeowners are prohibited from planting any type of plant material in/on Greenbelts or Common Areas.

17.0.6 Homeowners are prohibited from dumping any trash or plant material in/on Greenbelts or Common Areas. This includes but is not limited to piling debris, clippings, trash, leaves, tree limbs, etc.

17.0.7 Violations of these ACC Rules will be subject to removal and/or Repair of any damages at Homeowner's expense.

18.0 TRASH CANS/CONTAINERS

18.0.1 No household garbage or trash shall be placed or kept on any Property except in covered containers of a standard type.

18.0.2 Trash, recycling, and compost collection containers cannot not be visible and must be kept behind a 6-foot privacy fence, inside the garage or behind a Home without a fence and not visible from the street, except to make available for collection at the curb.

18.0.3 Fencing placed in the front yard or in front of any existing fence, built for the sole purpose of hiding trash, recycling, or compost collection containers is prohibited.

18.0.4 Trash, recycling, and compost collection containers shall not be visible from the street more than 24 hours before or 24 hours after the designated day for trash, recycling, or compost collection.

19.0 ANIMALS

19.0.1 No animals, fowl or livestock other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Property within Western Oaks and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes.

19.0.2 No animal shall be allowed to run free, make an unreasonable amount of noise or to become a nuisance.

19.0.3 An owner or handler of a dog shall keep the dog contained or otherwise under restraint at all times. A person holding a dog on a leash or lead shall keep the dog under control at all times in accordance with City of Austin animal ordinances.

19.0.4 No Structure for the care, housing, or confinement of an animal may be erected unless behind a 6-foot privacy fence and screened from view from the street, Common Area, or Greenbelt. Dogs who primarily live in an outdoor enclosure must have at least 150 square feet of space per adult dog. Any outdoor enclosure must be located at least 50 feet from any adjacent Residence.

19.0.5 Cats and dogs must be vaccinated against rabies and registered with the Health and Human Services Department, Animal Service Division of the City of Austin.

20.0 GARAGE SALES/ESTATE SALES

20.0.1 Neighborhood wide garage sale dates are determined by the Western Oaks Board and usually held twice a year.

20.0.2 Individual sales including, but not limited to, garage, estate, or moving sales transacted by a Homeowner, their relatives, appointed individuals or their renters held outside the scheduled neighborhood garage sale(s) are prohibited.

20.0.3 Estate sales due to the death of one or both Homeowners or other extenuating circumstances can

be requested to be held outside the neighborhood wide garage sale dates established by the Western Oaks Board. The Homeowner, their relatives or appointed individuals must submit an Application with sale date(s) and include person or person(s) conducting sale. ACC approval of the Application is required prior to conducting the sale.

NOTICE OF MEMBERSHIP IN PROPERTY OWNERS' ASSOCIATION

As a purchaser of the property in the residential Community in which this property is located, you are obligated to be a member of the Woodside Development Co. Inc., also known as The Western Oaks Property Owners Association, Inc. Restrictive Covenants governing the use and occupancy of the Property, dedicatory instrument governing the establishment, maintenance, deed restrictions, architectural controls, ACC Rules and operation of this residential Community have been or will be recorded in the Real Property Records of Travis County, Texas. Copies of the restrictive covenants, dedicatory instrument and ACC Rules may be obtained from the county clerk.

Membership in the Community association is mandatory and automatic for all owners. Certain documents bind all owners to be governed by the Community association. These documents require mutual obligations to be performed by the individual owner and the Community. You are obligated to pay assessments to the property owners' association. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on the foreclosure of your property.

Property Address: _____

Located in Travis County, Austin Texas.

Executed this _____ day of _____, _____

By: _____

Purchaser/Owner

By: _____

Purchaser/Owner

Owner Copy

NOTICE OF MEMBERSHIP IN
PROPERTY OWNERS' ASSOCIATION

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Property Address: _____

Located in Travis County, Austin Texas.

Executed this _____ day of _____, _____

By: _____

Purchaser/Owner

By: _____

Purchaser/Owner

Western Oaks Copy

10.00
B9

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THE STATE OF TEXAS X
COUNTY OF TRAVIS X
KNOW ALL MEN BY THESE PRESENTS:

AMENDMENT TO SECTION DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

J. W. SMITH'S WESTERN OAKS

12:34 PM 2533

5.00 INDX
1 1 12/15/92

DOC. NO.
92123262

WHEREAS, Western Oaks Property Owners Association, Inc. a Non-Profit corporation organized and existing under the laws of the State of Texas, as sole representative of all lots in J. W. Smith's Western Oaks, a subdivision to the City of Austin, Travis County, Texas, according to the map or plat of said subdivision of record I-A in Volume 75, Page 4, I-B in Volume 75, Page 65, I-C in Volume 75, Page 64, I-E in Volume 75, Page 167, II-A in Volume 75, Page 271, and II-B in Volume 76, Page 28, plat Records of Travis County, Texas, imposed certain covenants, conditions and restrictions upon all lots in said J. W. Smith's Western Oaks I-A, I-B, I-C, I-E, II-A, and II-B subdivision by instrument recorded in Volume 5243, Pages 471-502, Deed Records of Travis County, Texas to which record reference is here made;

12:34 PM 2533

5.00 RECM
1 1 12/15/92
921232.62-DOC#

WHEREAS, pursuant to Section 12.02 of such covenants, conditions and restrictions, the undersigned, being more than 90% of the owners of lots in said subdivision, now desire to amend Section 6.03 of said covenants, conditions and restrictions heretofore imposed on all lots in said J. W. Smith's Western Oaks subdivision as approved at the annual meeting on April 2, 1984;

WHEREAS, except as amended herein, all such covenants, conditions and restrictions are hereby ratified, confirmed and adopted and are to remain in full force and effect;

NOW, THEREFORE, the undersigned, being more than 90% of the owners of lots in J. W. Smith's Western Oaks, do hereby amend Section 6.03 of said covenants, conditions and restrictions to read as follows, to wit:

"Class A - Two Hundred Sixty Four Dollars (\$264.00)."

Except as amended herein, all provisions of said covenants, conditions and restrictions of record in Volume 5243, Pages 471-502, Deed Records of Travis County, Texas, are hereby ratified, confirmed and adopted, are to remain in full force and effect and are to be unaltered hereby.

EXECUTED this the 25 day of November, 1992.

Western Oaks Property Owners Association, Inc.

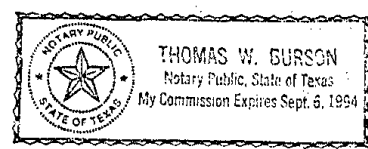
By: Sharon Abrahamson
Sharon Abrahamson, Secretary

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared Sharon Abrahamson, Secretary of Western Oaks Property Owners Association, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Western Oaks Property Owners Association, Inc., a Non-Profit Corporation, and she executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 25 day of November, 1992.

Thomas W. Gursion
Notary Public in and for Travis County, Texas



REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11833 0001

10.00
B9

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

KNOW ALL MEN BY THESE PRESENTS:

AMENDMENT TO SECTION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

J. W. SMITH'S WESTERN OAKS

12:34 PM 2533

5.00 INDX
1 1 12/15/92

DOC. NO.
92123263

WHEREAS, Western Oaks Property Owners Association, Inc. a Non-Profit corporation organized and existing under the laws of the State of Texas, as sole representative of all lots in J. W. Smith's Western Oaks, a subdivision to the City of Austin, Travis County, Texas, according to the map or plat of said subdivision of record I-A in Volume 75, Page 4, I-B in Volume 75, Page 65, I-C in Volume 75, Page 64, I-E in Volume 75, Page 167, II-A in Volume 75, Page 271, and II-B in Volume 76, Page 28, Plat Records of Travis County, Texas, imposed certain covenants, conditions and restrictions upon all lots in said J. W. Smith's Western Oaks I-A, I-B, I-C, I-E, II-A, and II-B subdivision by instrument recorded in Volume 5243, Pages 471-502, Deed Records of Travis County, Texas to which record reference is here made;

12:34 PM 2533

5.00 RECM
1 1 12/15/92
921232.63-0004

WHEREAS, pursuant to Section 12.02 of such covenants, conditions and restrictions, the undersigned, being more than 90% of the owners of lots in said subdivision, now desire to amend Section 9.01 of said covenants, conditions and restrictions heretofore imposed on all lots in said J. W. Smith's Western Oaks subdivision as approved at the annual meeting on April 6, 1987;

WHEREAS, except as amended herein, all such covenants, conditions and restrictions are hereby ratified, confirmed and adopted and are to remain in full force and effect;

NOW, THEREFORE, the undersigned, being more than 90% of the owners of lots in J. W. Smith's Western Oaks, do hereby amend Section 9.01 of said covenants, conditions and restrictions by adding, to wit:

"Any single capital improvement project that will exceed \$3000.00 (three thousand and no hundredths dollars) in cost that is being considered by the Board of Directors must first be submitted to the Property Owners for approval. A letter and ballot will be mailed to each lot owner with explanations of the proposed improvement and a date when votes must be received. The return date must not be earlier than 15 calendar days from the postmark of the mailing. The proposed expense must be approved by a simple majority of the lot owners who respond by the designated date."

Except as amended herein, all provisions of said covenants, conditions and restrictions of record in Volume 5243, Pages 471-502, Deed Records of Travis County, Texas, are hereby ratified, confirmed and adopted, are to remain in full force and effect and are to be unaltered hereby.

EXECUTED this the 17th day of November, 1992.

Western Oaks Property Owners Association, Inc.

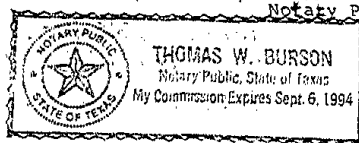
By: Sharon Abrahamson
Sharon Abrahamson, Secretary

THE STATE OF TEXAS)
COUNTY OF TRAVIS)

BEFORE ME, the undersigned authority, on this day personally appeared Sharon Abrahamson, Secretary of Western Oaks Property Owners Association, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Western Oaks Property Owners Association, Inc., a Non-Profit Corporation, and the she executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th day of November, 1992.

Thomas W. Burson
Notary Public in and for Travis County, Texas



REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
11833 0003

3000 MHS
2857010000

6618
3110

FILED
Dec 15 9 18 AM '92
DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me, and
was duly RECORDED, in the Volume and Page of the
named RECORDS of Travis County, Texas, on

DEC 15 1992



Dana Debeauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11833 0004

AFTER RECORDING RETURN TO:
MARY CASTETTER
5305 DRY WELLS ROAD
AUSTIN, TX 78749

DOC. NO.

WAIVER

FILM CODE

93067728

00004982889

8:11 AM 4663

7.00 INDX
1 1 05/18/93

The Village of Western Oaks Neighborhood Association ("Association") agrees that the following provisions, terms and conditions of the Amended Declaration of Covenants, Conditions and Restrictions For Legend Oaks recorded in Volume 10654, Page 33: Section 1.01, Preconstruction; Section 1.02, Construction Work; Section 1.03, Landscaping; Section 1.04, Exterior Controls; and Section 1.05, Non-Residential Areas, are hereby waived as they relate to the Country Home Learning Center proposed to be constructed and operated at the property preliminarily known as 6900 Escarpment, and being described as follows:

8:11 AM 4663

5.00 REC#
1 1 05/18/93

a 1.7863 acre tract referred to as the Escarpment Subdivision, in the City of Austin, Travis County, Texas (more particularly described on Exhibit A attached hereto).

930677.28-DOC#
78.88-CHK#

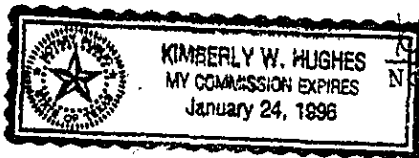
Effective as of this 18th day of May, 1993.

THE VILLAGE OF WESTERN OAKS
NEIGHBORHOOD ASSOCIATION

By: [Signature]
Its: President
GREG PARKER, PRESIDENT

COUNTY OF TRAVIS)(
STATE OF TEXAS)(
)

This instrument was acknowledged before me on the 18th day of May, 1993, by Greg Parker, President of the Village of Western Oaks Neighborhood Association, on behalf of said association.



Kimberly W. Hughes
Notary Public, State of Texas

wf11/a:050693.ch

FIELD NOTES

DESCRIBING A 1.7863 ACRE TRACT OF LAND OUT OF THE THOMAS ANDERSON SURVEY NO. 17 IN TRAVIS COUNTY, TEXAS. SAID 1.7863 ACRE TRACT OF LAND BEING OUT OF AND A PART OF THAT CERTAIN 65.109 ACRE TRACT OF LAND (TRACT 1) WHICH WAS CONVEYED UNTO BENCHMARK LAND DEVELOPMENT, INC., A TEXAS CORPORATION ACCORDING TO A DEED AS RECORDED IN VOLUME 11550, PAGE 933 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS. SAID 1.7863 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:-

BEGINNING at an iron pin set situated on the old east right-of-way line of Convict Hill Road marking the southwest corner of Mausoleum Complex No. 2, a subdivision of record in Book 79, Page 255 of the plat records of Travis County, Texas; same being the northwest corner of said 65.109 acre tract of land.

THENCE S61°-48'-31"E, 311.53 feet along the south line of said Mausoleum Complex to a point situated on the north right-of-way line of Escarpment Boulevard (120.00 foot right-of-way) as recorded in Volume 9684, Page 205 of the deed records of Travis County, Texas.

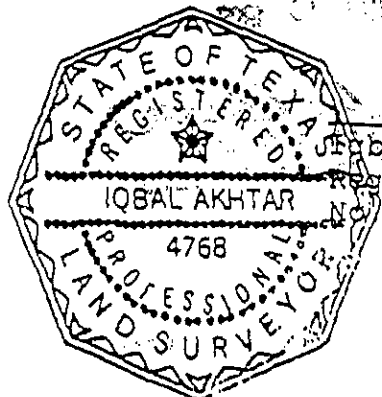
THENCE along said right-of-way line of Escarpment Boulevard, the following four (4) calls:-

1. S59°-13'-50"W 467.94 feet;
2. Along a curve to the left having a radius of 1060.00 feet, a central angle of 1°-38'-24", and a chord which bears S58°-24'-37"W, 30.34 feet;
3. Along a curve to the right having a radius of 25.00 feet, a central angle of 86°-41'-30", and a chord which bears N79°-03'-23"W, 34.32 feet;
4. N35°-42'-10"W, 20.57 feet to a point situated on the said old east right-of-way line of Convict Hill Road.

THENCE along the said old east right-of-way line of Convict Hill Road, N27°-41'34"E, 428.30 feet to the POINT OF BEGINNING and containing 1.7863 acres of land more or less.

I, HEREBY CERTIFY that these field notes were prepared from records and partial surveys made on the ground under my supervision according to law and are true and correct to the best of my knowledge.

WITNESS MY HAND AND SEAL this the 11 day of January, 1993, A.D.



Iqbal Akhtar
Iqbal Akhtar

Registered Professional Land Surveyor
No. 4768

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11960 0949

CHARGE AUSTIN TITLE CO.
RETURN TO:

AUSTIN TITLE COMPANY
4130 SPICEWOOD SPRINGS RD.
SUITE 100
AUSTIN, TEXAS 78759

FILED

93 JUN 18 PM 4: 18

DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me and
was duly RECORDED, in the Volume and Page of the
named RECORDS of Travis County, Texas, on

JUN 18 1993



Dana Debeauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11960 0950

Aug 13 75 RECORDED 2688 3250 3250

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

1-17-2486

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS,
WOODSIDE DEVELOPMENT CO., INC.

THIS DECLARATION, made on the date hereinafter set forth by
Woodside Development Co., Inc., hereinafter referred to as
"Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the
County of Travis, State of Texas, consisting of seventy-two (72)
Residential Lots and five (5) Common Area Lots, such Lots being
more particularly described on the plat thereof recorded in
Volume 73, Page 4, Plat Records of Travis
County, Texas; reference which is hereto made;

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

ARTICLE I.

DEFINITIONS

Section 1.01. "Association": shall mean and refer to Western
Oaks Property Owners Association, Inc., its successors and assigns.

Section 1.02. "Common Area" shall mean all real property
owned by the Association for the common use and enjoyment of the
owners.

Section 1.03. "Declarant" shall mean and refer to Woodside
Development Co., Inc., its successors and assigns, if such successors
and assigns should acquire more than one undeveloped Lot from the
Declarant for the purpose of development.

1-17-2487

Section 1.04. "Declaration": shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this entire Document, as same may from time to time be amended, together with any and all Section Declarations which may be recorded by Declarant, as said Section Declarations may be amended from time to time relating to all or part of J. W. Smith's Western Oaks.

Section 1.05. "J. W. Smith's Western Oaks" shall mean all real property located in the County of Travis, State of Texas, which becomes subject to the Declaration, together with such other real property as may from time to time be annexed thereto.

Section 1.06. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.07. "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of equitable title (or legal title if same has merged) of any Lot. The foregoing does not include any persons or entities who hold an interest in any Lot merely as a security for the performance of an obligation. Except as stated otherwise herein, "Owner" shall not include a lessee or tenant, of an apartment, condominium, or a Single Family Residence. For the purposes of ARTICLE VIII only, unless the contest otherwise requires, "Owner" shall also include the family, invitees, licensees, and lessees of any Owner, together with any other person or parties holding any possessory interest granted by such Owner in any Lot. The term "Owner" shall not include a Developer, who for this Declaration shall be defined as a builder, contractor, investor or other person or entity who purchases a Lot in J. W. Smith's Western Oaks for the purpose of resale thereof to a Public Purchaser, or for the purpose of constructing improvements thereon for resale to a Public Purchaser.

Section 1.08. "Single Family Residence" shall refer to a ¹⁻¹⁷⁻²⁴⁸⁸ structure containing one dwelling unit only and not occupied by more than one family.

Section 1.09. "Multifamily Structure" shall refer to a structure with two or more Living Units under one roof except when such Living Unit is situated upon its own individual Lot as defined herein.

Section 1.10. "Lot" shall mean any parcel of real property designated as a Lot on any recorded Subdivision Plat within J. W. Smith's Western Oaks with the exception of the Common Area. The term Lot shall include a condominium where such may occur (a condominium, for this purpose, being herein defined as an apartment and all general and limited common elements in a Condominium Regime established pursuant to the Texas Condominium Act.)

Section 1.11. "Living Unit" shall mean and refer to any portion of a Multifamily Structure situated upon the Properties designated and intended for use and occupancy as residence by a single family.

Section 1.12. "Public Purchaser" shall mean any person or other legal entity who becomes an Owner of any Lot within J. W. Smith's Western Oaks.

Section 1.13. "Subdivision Plat" shall mean a recorded plat covering any or all of the property referred to in this Declaration or annexed thereto.

Section 1.14. "Section" shall mean all that land area covered by individual subdivision plats encompassed in a specific stage of development as set forth more particularly in the general plan of development as approved by the Planning Commission of the City of Austin, Texas, and as amended from time to time.

Section 1.15. "Section Declarations" shall mean any declaration of covenants, conditions, and restrictions which may be recorded by Declarant, relating to specific sections of J. W. Smith's Western Oaks.

1-17-2489

Section 1.16. "Visible from Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation not greater than the elevation of the base of the object being viewed.

Section 1.17. "Board" shall refer to the Board of Directors of this Association.

ARTICLE II.

PROPERTY RIGHTS

Section 2.01. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of this Declaration or the J. W. Smith's Western Oaks rules;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any governmental agency, authority, or public or private utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of Members agreeing such dedication or transfer has been recorded.

Section 2.02. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of this Association, his right of enjoyment to the Common Area and facilities, to the members of his family, his tenants, or his guests or invitees.

ARTICLE III.

PROPERTY SUBJECT TO THE J. W. SMITH'S
WESTERN OAKS RESTRICTIONS

1-17-2490

Section 3.01. General Declaration Creating J. W. Smith's Western Oaks. Declarant shall develop J. W. Smith's Western Oaks in sections, by subdivision into various Lots and Tracts. As each section is developed, Declarant intends, with respect to particular property, to record one or more Section Declarations which will incorporate this Declaration therein by reference, and which may supplement or modify this Declaration with such additional covenants, conditions and restrictions as may be appropriate for that property. Thereafter, Declarant intends to sell and convey, to Public Purchasers, Lots in the property so developed subject to both this Declaration and the Section Declarations, if any, for that Section. Declarant hereby declares that all of the real property within J. W. Smith's Western Oaks is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration and any recorded Section Declarations, as amended or modified from time to time. This Declaration and said Section Declarations are declared and agreed to be in furtherance of a general plan for the subdivision, improvements and sale of said real property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of said real property and every part thereof. All of this Declaration shall run with all of said real property for all purposes and shall be binding upon and inure to the benefit of Declarant, the Association, all Owners and their successors in interest.

Section 3.02. Staged Developments. Additional land without the area heretofore described may be annexed by the Declarant without the consent of the Members within ten (10) years of the date of this Declaration. Such annexed land may include but shall not

necessarily be limited to, additional land for Single Family Residential Use, Common Area, Commercial Area, and Multifamily Residential Use (including apartments and condominiums). 1-17-2491

ARTICLE IV.

THE WESTERN OAKS PROPERTY OWNERS ASSOCIATION, INC.

Section 4.01. Organization.

4.0101. The Association. The Association is a nonprofit corporation organized and existing under the Texas Non-Profit Corporation Act, charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

4.0102. Subsidiary Associations. The Association shall have the right to form one or more subsidiary associations, for any purpose or purposes deemed appropriate by the unanimous vote of the Board. Without limiting the generality of the foregoing, one or more subsidiary associations may be formed for the operation and maintenance of any specific area or function within J. W. Smith's Western Oaks. However, such subsidiary association shall be subject to this Declaration and may not take any action to lessen or abate the rights of homeowners herein.

4.0103. Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such Officers as the Directors may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time.

4.0104. Association Manager. There shall be a professionally qualified full-time manager of the Association hired by the Board when the Board determines that sufficient single family and multi-family residences have been occupied to justify such need. The manager shall be the chief administrative officer of the Association,

subject to policies adopted by the Board of Directors. The manager shall annually prepare a proposed budget for the Association, and, upon its approval by the Board of Directors, shall have authority to spend the sums appropriated subject to the Board approved procedures. The manager shall be responsible for any funds of the Association received, for the keeping of the accounting records and the preparation of financial statements in accordance with forms and procedures prescribed by the secretary-treasurer and approved by the Board of Directors. The manager shall furnish the secretary-treasurer with financial statements as may be requested by the secretary-treasurer. The manager shall appoint and discharge employees of the Association and shall fix their respective compensation within the limits required by the budget. The manager may enter into agreements on behalf of the Association subject to policies established by the Board of Directors and shall perform other duties conferred upon him by the Board of Directors.

1-17-2492

Section 4.02. Powers and Duties of the Association. The Association shall have such rights, powers and duties as set forth in the Articles and Bylaws, as the same may be amended from time to time.

Section 4.03. The J. W. Smith's Western Oaks Rules and the Book of Resolutions. By a majority vote of the Board, the Association may, from time to time and subject to the provisions of this Declaration, adopt, amend, and repeal rules and regulations to be known as the "J. W. Smith's Western Oaks Rules". The J. W. Smith's Western Oaks Rules may restrict and govern the use of any common area by any Owner, by the Family of such Owner, or by any invitee, licensee or Lessee of such Owner; provided, however, that the J. W. Smith's Western Oaks Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the J. W. Smith's Western Oaks

Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner and may be recorded. Upon receipt by such Owner, said Rules shall have the same force and effect as if they were set forth in and were part of the Declaration. The J. W. Smith's Western Oaks Rules shall be kept at the Association office in the Book of Resolutions which identify the time, place, resolution and Board members involved in such action. The Book of Resolutions shall contain all the actions of the Board relating to governing, operating, and managing policies of a general enabling and requirement nature. The Association shall upon request by any Member and for a reasonable cost, make available copies of the Book of Resolutions.

1-17-2493

Section 4.04. Personal Liability. No member of the Board of Directors or any Committee of the Association, or any officers of the Association, or the Manager, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, the Board, the Manager or any other representative or employees of the Association, or the Architectural Committee, or any other Committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

ARTICLE V.

MEMBERSHIP AND VOTING RIGHTS

Section 5.01. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 5.02. The Association shall have five (5) classes of membership:

Class A. Class A members shall be all Owners with the exception of the Declarant, Owners of Multifamily structures and Owners of Commercial properties, and shall be entitled to two votes

for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The votes for such Lot shall be exercised as they among themselves determine, but in no event shall more than two (2) votes be cast with respect to any lot.

1-17-2494

Class B. The Class B member(s) shall be Owners of Lots upon which are built multifamily structures and shall be entitled to two (2) votes for each Living Unit constructed thereupon. The vote as expressed by any such Owner if voted in a block vote shall in no event exceed 49% of the vote on any matter pending before the Association. The Owner may transfer his full voting rights to the residents of such units providing his proxy is executed in a single statement, is unconditional and extends to all such residents without exception on a one person one vote basis providing such person or persons are eighteen (18) years of age and providing there shall be not more than two (2) votes for each unit. Such votes shall not be cast as a block. Such a transfer of voting rights does not obviate the Owner's liability for assessment payments to be made by him directly to the Association. (For further voting limitations, see Section 6.02(b).)

Class C. Class C members shall be all those Owners of commercial and industrial properties encompassed by the Properties as hereinbefore described. Class C members shall be entitled to votes in accordance with the following schedule:

(a) For each building devoted to commercial use having 0-10,000 square feet, two (2) votes.

(b) For each additional 5,000 square feet of building, or any part thereof, devoted to commercial use, an additional one (1) vote.

Class D. The Class D member(s) shall be the Declarant and shall be entitled to six (6) votes for each lot owned and each living unit represented by recorded plat of a multi-family structure(s). The Class D membership shall cease and be converted to

Class A or Class B membership, as the case may be, on the happening of either of the following events, whichever, occurs earlier:

(a) when the total votes outstanding in the Class A and B memberships equal the total votes outstanding the Class D membership, or

(b) at the expiration of ten (10) years after the date of the Declaration, provided that if a Section Declaration is filed annexing additional land pursuant to Article III of the Declaration at any time or times prior to expiration of said ten (10) year period (as same may have been extended by the filing of any Section Declaration), such period shall be extended each time until the expiration of three (3) years from the date of filing of the last such Supplemental Section Declaration. Upon the conversion of Class D to Class A or B membership, no action may be taken by the Association which would serve to impede the installation of Common Area facilities substantially represented in plans of public record particularly as they may have been required and/or approved by public agencies except with the assent of such principal parties including the Declarant, the City Planning Commission of the City of Austin, Texas, and others as may have been party to a common understanding of Common Area development commitments.

Class E. Class E members shall be all those owners of Lots within certain specific Sections, as heretofore defined, which specific sections encompass private street and parking areas owned by the Association for the primary use by such Class E members. Voting rights of Class E members shall be specifically enumerated in each Section Declaration creating Class E membership. The Association shall collect such assessments as more particularly described in Section 6.03(e) and shall be the entity responsible

1-17-2495

for the maintaining of all of the heretofore mentioned Association owned streets and parking, including related sidewalks, curb and gutter, street lights and similar improvements. Such funds as are derived from the maintenance assessment of the Class E members are not intended for such purposes as program activities, landscaping or recreation facilities, outside the boundaries of the Section in which the specific Class E members reside.

1-17-2496

ARTICLE VI.

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 6.01. Creation of the Lien and Personal Obligation Assessments. The Declarant, for each Lot owned within J. W. Smith's Western Oaks, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall, to the full extent permitted by law, be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 6.02. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in J. W. Smith's Western Oaks and for the improvement and maintenance of the Common Area.

Section 6.03. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be as follows for each class designated:

1-17-2497

- (a) Class A - Two Hundred Sixteen Dollars (\$216.00)
- (b) Class B - an amount per living unit, equal to the Class A Assessment less an adjustment for the cost of residential trash collection and other services, if trash collection and other services are provided Lot Owners for assessment revenues. Such determination shall be made by the Board. Class B membership for a Lot upon which is constructed a Multi-family Structure for rental purposes shall be deemed in effect for that Lot upon the occupation of the first Living Unit. The number of votes and the basis for Class B assessments upon such Lot shall be determined by the number of units occupied during the initial period. Upon the occupation by residents of seventy-five percent (75%) of such units upon such Lot, the number of votes and basis for assessment shall be determined by the total number of living units built upon such Lot irrespective of such living units being unoccupied from time to time.
- (c) Class C - an amount equal to Class A assessment for the first 10,000 square feet of building area devoted to commercial or industrial purposes. For each additional 5,000 square feet of building, or part thereof, an additional one-half (1/2) of such assessment.
- (d) Class D - twenty-five percent (25%) of the assessment levied on Class A membership, for each unsold, platted lot. The Declarant shall always be subject to this rate until construction has been completed on the last Lot or Living Unit.
- (e) Class E - (1) The same basic assessment as provided for Class A members. (2) Such additional maintenance assessment as is determined by the proportionate share for each Owner of a Lot within a Section (as heretofore defined) for the proper maintenance of the areas and items described in Article IX, entirely within the boundaries of such Section. Each Section giving rise to a Class E membership shall be computed individually and funds collected from the respective Sections shall be deposited in separate accounts within thirty (30) days of collection and thereafter not co-mingled with any other funds. The Association shall submit a financial report annually setting forth all revenues and expenditures in addition to a budget projecting estimated costs in the next year for all maintenance operations as apply.
- (f) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

- 1-17-2493
- (g) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose. For the purposes of this section only and consistent with the provisions of Section 6.02 of this Article only, the Declarant and Owners who are bona fide residents may vote on this matter, except that such lessees or tenants of Multifamily units who hold unqualified voting rights consistent with the provisions of Article V, Section 5.02 (Class B) may vote, providing their votes are counted as though they were cast as Class A votes.
- (h) The Board may fix the annual assessment at an amount not in excess of the maximum.

Section 6.04. Special Assessment for Capital Improvements. In addition to the annual assessments authorized in Section 6.03 above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6.05. Notice and Quorum for Any Action Authorized under Section 6.03 and 6.04. Written notice of any meeting called for the purpose of taking any action authorized under Section 6.03 or 6.04 shall be sent to all members not less than 15 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6.06. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots within each class of membership or each Section encompassing Class E membership and may be collected on a monthly, or quarterly, or annual basis.

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Section 6.07. Date of Commencement of Annual Assessments. Due dates. The annual assessments provided for herein shall commence as to all recorded Lots within Section I-A on the first day of the month following the conveyance of Common Area to the Association. As to each succeeding Section, the annual assessments provided for herein shall commence as to all recorded Lots within such section on the first day of the month following the conveyance of the first Lot in such Section to a public purchaser. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 6.08. Effect of Nonpayment of Assessments; Remedies of the Association. Each Owner of any Lot shall be deemed to covenant and agree to pay to the Association the assessments provided for herein, and agrees to the enforcement of the assessments in the manner herein specified. In the event the Association employs an attorney or attorneys for collection of any assessment, whether by suit or otherwise, or to enforce compliance with the specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, each Owner and Member agrees to pay reasonable attorney's fees and costs thereby incurred in addition to any

other amounts due or any other relief or remedy obtained against said Owner or Member. In the event of a default in payment of any such assessment when due, in which case the assessment shall be deemed delinquent, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in any manner provided by law or in equity, or without any limitation of the foregoing, by either or both of the following procedures:

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6.0801. Enforcement by Suit. The Board may cause a suit at law to be commenced and maintained in the name of the Association against an Owner or Member to enforce each such assessment obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of seven percent (7%) per annum, from the date of delinquency, court costs, and reasonable attorney's fees in such amount as the Court may adjudge against the delinquent Owner or Member.

6.0802. Enforcement by Lien. There is, to the full extent permitted by law, hereby created a claim of lien, with power of sale, on each and every Lot within J. W. Smith's Western Oaks to secure payment to the Association of any and all assessments levied against any and all Owners of such Lots under J. W. Smith's Western Oaks Restrictions, together with interest thereon at the rate of seven percent (7%) per annum from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorney's fees. At any time within ninety (90) days after the occurrence of any default in the payment of any such assessment, the Association, or any authorized representative, may but shall not be required to, make a written demand for payment to the defaulting Owner, on behalf of the Association. Said demand shall state the date and amount of the delinquency. Each default shall constitute a separate basis for a demand or claim

of lien or a lien, but any number of defaults may be included within a single demand or claim of lien. If such delinquency is not paid within ten (10) days after delivery of such demand, or even without such a written demand being made, the Association may elect to file such a claim of lien on behalf of the Association against the Lot of the defaulting Owner. Such a claim of lien shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

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- (a) The name of the delinquent Owner;
- (b) The legal description and street address of the lot against which claim of lien is made;
- (c) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and reasonable attorney's fees (with any proper offset allowed);
- (d) That the claim of lien is made by the Association pursuant to J. W. Smith's Western Oaks Restrictions; and
- (e) That a lien is claimed against said Lot in an amount equal to the amount stated.

Upon recordation of a duly executed original or copy of such a claim of lien, and mailing a copy thereof to said Owner, the lien claimed therein shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such Assessment was levied. Such a lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except only tax liens for real property taxes on any Lot, assessments or any Lot in favor of any municipal or other governmental assessing unit, and the liens which are specifically described in Section 6.09 hereinafter. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a trust deed as set forth by the laws of the State of Texas, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association

shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage, and convey any Lot. In the event such foreclosure is by action in court, reasonable attorney's fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law. Each Owner, by becoming an Owner of a Lot in J. W. Smith's Western Oaks, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

1-17-2502

Section 6.09. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII.

ARCHITECTURAL CONTROL

Section 7.01. Organization, Power of Appointment and Removal of Members. There shall be an Architectural Committee, organized as follows:

7.0101. Committee Composition. The Architectural Committee shall consist of three regular members and two alternate members. None of such members shall be required to be an architect or to meet any other particular qualifications for membership. A member need not be, but may be, a member of the Board of Directors or an officer of the Association.

7.0102. Alternate Members. In the event of the absence of disability of one or two regular members of said Committee, the

remaining regular member or members, even though less than a quorum, may designate either or both of the alternate members to act as substitutes for the absent or disabled regular member or members for the duration of such absence or disability.

7.0103. Initial Members. The following persons are hereby designated as the initial members of the Architectural Committee:

Office No. 1 - J. W. Smith
Office No. 2 - J. P. Armstrong
Office No. 3 - Ross Davis
Office No. 4 - (Alternate) John Shierlow
Office No. 5 - (Alternate) Linda Smith

7.0104. Terms of Office. Unless the initial members of the Architectural Committee have resigned or been removed, their terms of office shall be for the periods of time indicated below, and until the appointment of their respective successors:

1. The term of Office No. 1 shall expire January 1, 1986;
2. The term of Office No. 2 shall expire January 1, 1985;
3. The term of Office No. 3 shall expire January 1, 1984;
4. The term of Office No. 4 shall expire January 1, 1979;
5. The term of Office No. 5 shall expire January 1, 1978.

Thereafter, the term of each Architectural Committee member appointed shall be for the period of three (3) years and until the appointment of his successors. Any new member appointed to replace a member who has resigned or been removed shall serve such member's unexpired term. Members who have resigned, been removed, or whose term have expired may be re-appointed.

7.0105. Appointment and Removal. The right to appoint and remove all regular and alternate members of the Architectural Committee at any time, shall be and is hereby vested solely in the Board of Directors, provided, however, that no regular or alternate member may be removed from the Architectural Committee by the Board of Directors except by the vote or written consent of four-fifths of all the members of the Board of Directors. Exercise of the right of appointment and removal, as set forth herein, shall be evidenced by the Recordation of a declaration identifying each new regular or alternate member replaced or removed therefrom.

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7.0106. Resignations. Any regular or alternate member of ¹⁻¹⁷⁻²⁵⁰⁴ the Architectural Committee may at any time resign from the Committee by giving written notice thereof to Declarant or to the Board of Directors, whichever then has the right to appoint Committee members.

7.0107. Vacancies. Vacancies on the Architectural Committee however caused, shall be filled by the Declarant or the Board of Directors, whichever then has the power to appoint Committee members. A vacancy or vacancies on the Architectural Committee shall be deemed to exist in case of the death, resignation, or removal of any regular or alternate member.

Section 7.02. Duties. It shall be the duty of the Architectural Committee to consider and act upon any and all proposals or plans submitted to it pursuant to the terms hereof, to adopt Architectural Committee Rules, to perform other duties delegated to it by the Board of Directors, and to carry out all other duties imposed upon it by J. W. Smith's Western Oaks Restrictions.

Section 7.03. Meetings and Compensation. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. Subject to the provisions of Section 7.0102 above, the vote or written consent of any two regular members, at a meeting or otherwise, shall constitute the act of the Committee unless the unanimous decision of the Committee is required by any other provision of J. W. Smith's Western Oaks Restrictions. The Committee shall keep and maintain a written record of all actions taken by it at such meetings or otherwise. Members of the Architectural Committee shall not be entitled to compensation for their services.

Section 7.04. Architectural Committee Rules. The Architectural Committee may, from time to time and in its sole and absolute discretion, adopt, amend, and repeal, by unanimous vote or written consent, rules and regulations, to be known as "Architectural

Committee Rules". Said Rules shall interpret and implement the J. W. Smith's Western Oaks Restrictions by setting forth the standards and procedures for Architectural Committee review and the guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features which are recommended for use in J. W. Smith's Western Oaks.

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Section 7.05. Waiver. The approval of the Architectural Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Committee under J. W. Smith's Western Oaks Restrictions, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification, or matter subsequently submitted for approval.

Section 7.06. Liability. Neither the Architectural Committee nor any member thereof shall be personally liable to the Association, any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings or specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, or (c) the development of any property within J. W. Smith's Western Oaks; provided, however, that with respect to the liability of a member, such member has acted in good faith on the basis of such information as may be possessed by him. Without in any way limiting the generality of any of the foregoing provisions of this Section, the Architectural Committee, or any member thereof, may, but is not required to, consult with or hear the views of the Association or any Owner with respect

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to any plans, drawings, specifications, or any other proposal
submitted to the Architectural Committee.

Section 7.07. Time for Approval. In the event said Board, or
its designated committee, fails to approve or disapprove such
design and location within thirty (30) days after said plans and
specifications have been submitted to it, approval will not be
required and this Article will be deemed to have been fully
complied with.

ARTICLE VIII.

LAND USE CLASSIFICATIONS,
PERMITTED USES AND RESTRICTIONS

Section 8.01. Land Use Classifications. As each Section or
portion thereof within J. W. Smith's Western Oaks is developed
and annexed, the use classifications, restrictions, easements,
rights of way, and other matters including new or different uses
and restrictions therefor, including any number of subclassifica-
tions thereof for any special uses, shall be fixed by Declarant
in any Section Declaration which may be recorded for that Section.
In exercising such authority as granted herein Declarant may impose
any new land use classifications or new restrictions which are
generally in consonance with existing uses and restrictions applic-
able to J. W. Smith's Western Oaks. When property is annexed in
J. W. Smith's Western Oaks, the use classifications thereof shall
be established by the Section Declaration covering said property.

Section 8.02. Permitted Uses and Restrictions - Single Family.
The permitted uses, easements and restrictions for all property
in this classification within J. W. Smith's Western Oaks covered by
this Declaration, except for Common Areas, shall be as follows:

8.0201. Single Family Residential Use. All lots in this
classification shall be used, improved and devoted exclusively to
Single Family Residential Use. No gainful occupation, profession,

trade or other non-residential use shall be conducted on any ¹⁻¹⁷⁻²⁵⁰⁷ such lot. Nothing herein shall be deemed to prevent the leasing of any such lot to a single family from time to time by the Owner thereof, subject to all of the provisions of The Declaration. No structure whatever, other than one private, Single Family Residence, together with a private garage for not more than three (3) cars, a guest house or servant quarters, or detached utility building of not more than 100 square feet, shall be erected, placed or permitted to remain on any Lot. No pre-existing structure shall be moved to, placed on or permitted to remain on any Lot for use as a Single Family Residence.

8.0202. Animals. No animals, fowl, or livestock, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any property within J. W. Smith's Western Oaks and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. No animal shall be allowed to run free, make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing or confinement of any animal shall be maintained so as to be visible from Neighboring Property. Upon the written request of any Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purpose of this paragraph, a particular animal is a generally recognized house or yard pet, or a nuisance, or whether the number of animals on any such property is reasonable. Any decision rendered by the Board shall be enforceable as other restrictions contained herein.

8.0203. Antennas. No antenna or other device for the transmission or reception of television or radio signals shall be erected, used or maintained outdoors on any Lot within J. W.

Smith's Western Oaks, which antenna or other device shall be visible from the street adjoining the front of said Lot, unless approved by the Architectural Committee. 1-17-2508

8.0204. Utility Service. Other than the main transmission lines along the perimeter of the properties, no lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon any Lot within J. W. Smith's Western Oaks unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures approved by the Architectural Committee. No provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or structures approved by the Architectural Committee.

8.0205. Improvements and Alterations. No building, fence, wall; residence or other structure shall be commenced, erected, improved, or structurally altered, without the prior written approval of the Architectural Committee or any committee established by the Architectural Committee for the purpose.

8.0206. Temporary Occupancy. No trailer, motor homes, basement of any incomplete building, tent, shack, garage or barn, and no temporary buildings or structure of any kind shall be used at any time for a residence on any property within J. W. Smith's Western Oaks either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling on any such property shall be removed immediately after the completion of construction.

8.0207. Trailers and Motor Vehicles. Except with approval of the Architectural Committee, no mobile home, trailer of any kind, truck, camper, boat, or permanent tent or similar structure shall be kept, placed, maintained, constructed, reconstructed or

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repaired, nor shall any motor vehicle or boat be constructed,
reconstructed, or repaired upon any property or street (public
or private) within J. W. Smith's Western Oaks in such a manner as
will be visible from Neighboring Property; provided, however,
that the provisions of this paragraph shall not apply to emergency
vehicle repairs or temporary construction shelters or facilities
maintained during, and used exclusively in connection with, con-
struction of any improvement approved by the Architectural Com-
mittee.

8.0208. Maintenance of Lawns and Planting.

(a) By Owner. Each Owner of a Lot within J. W. Smith's Western Oaks shall keep all shrubs, trees, grass and plantings of every kind on his property, including set back areas, planted areas between adjacent sidewalks and the street curb, if any, and any other area located between the boundary line of his property and the street or other property (public or private) on which such Owner's property abuts, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material; provided, however, that such Owner shall not be responsible for maintenance of any other Area as to which Declarant or the Association has assumed the responsibility. In the event any dwelling remains vacant for a period of forty-five (45) days, Declarant or the Association or its authorized agents shall have the right at any reasonable time to enter upon any such Lot of Owner to plant, replace, maintain, and cultivate shrubs, trees, grass or other plantings located thereon at cost to the Owner.

(b) By Declarant or the Association. Declarant or the Association shall have the right, at any time, to plant, replace, maintain and cultivate shrubs, trees, grass and plantings on any property within J. W. Smith's Western Oaks other than on a Lot, and on such easements over an Owner's Lot as may have been granted

to Declarant or the Association, regardless of whether any
Owner or the Association is responsible hereunder for maintenance
of such areas. No Owner shall remove, alter, injure or interfere
in any way with any shrubs, trees, grass or plantings placed
upon any such property by Declarant or the Association without the
written consent of the Association having first been obtained.
The Association or its authorized agents shall have the right
to enter upon any property within such other areas, at any reason-
able time, for the purpose of planting, replacing, maintaining
or cultivating such shrubs, trees, grass or plantings, and shall
not be liable for trespass for so doing.

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8.0209. Nuisances. No rubbish or debris of any kind shall
be placed or permitted to accumulate upon or adjacent to any Lot
within J. W. Smith's Western Oaks, and no odors shall be permitted
to arise therefrom, so as to render any such Lot or any portion
thereof unsanitary, unsightly, offensive or detrimental to any
other Lot in the vicinity thereof or to its occupants. No nui-
sance shall be permitted to exist or operate upon any such Lot
so as to be offensive or detrimental to any other Lot in the
vicinity thereof or to its occupants. Without limiting the
generality of any of the foregoing provisions, no exterior speakers,
horns, whistles, bells or other sound devices, except security
devices used exclusively for security purposes, shall be located,
used or placed on any such property. The Board in its sole
discretion shall have the right to determine the existence of any
such nuisance.

8.0210. Repair of Buildings. No building or structure upon
any lot within J. W. Smith's Western Oaks shall be permitted
to fall into disrepair, and each such building and structure shall
at all times be kept in good condition and repair and adequately
painted or otherwise finished.

8.0211. Trash Containers and Collection. No garbage of 1-17-2511
trash shall be placed or kept on any property within J. W. Smith's
Western Oaks except in covered containers of a standard type. In
no event shall such containers be maintained so as to be visible
from Neighboring Property except to make the same available for
collection and then, only for the shortest time reasonably neces-
sary to effect such collection. The Board shall have the right,
in its sole discretion, to require all Owners to subscribe to a
specific location for trash service. All rubbish, trash and
garbage shall be removed from the Lots and shall not be allowed
to accumulate thereon. No incinerators shall be kept or maintained
on any Lot.

8.0212. Clothes Drying Facilities. Outside clothes lines
or other outside facilities for drying or airing clothes shall
not be erected, placed or maintained on any Lot within J. W.
Smith's Western Oaks unless they are erected, placed and maintained
exclusively within an area not visible from Neighboring Property.

8.0213. Encroachments. No tree, shrub, planting of any
kind on any Lot devoted to Single Family Residential Use within
J. W. Smith's Western Oaks shall be allowed to overhang or other-
wise encroach upon any sidewalk, street, pedestrian way, or other
area from ground level to height of eight (8) feet, without the
prior approval of the Architectural Committee.

8.0214. Machinery and Equipment. No machinery or equipment
of any kind shall be placed, operated or maintained upon or adjacent
to any Lot within J. W. Smith's Western Oaks except such machinery
or equipment as is usual and customary in connection with the use,
maintenance or construction of a residence, appurtenant structures,
or other improvements, and except that which Declarant or the
Association may require for the operation and maintenance of J. W.
Smith's Western Oaks.

8.0215. Restriction on Further Subdivision. No Lot within J. W. Smith's Western Oaks shall be further subdivided or separated into smaller lots or parcels by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by an Owner without the prior written approval of the Board. This provision shall not, in any way, limit Declarant from subdividing or separating into smaller lots or parcels any property not yet platted or subdivided into Lots owned by Declarant. No portion of a Lot but for the entire Lot, together with the improvements thereon, may be rented, and only to a single family.

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8.0216. Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

8.0217. Party Walls. The rights and duties of Owners with respect to Party Walls or Party Fences shall be as follows:

(a) The Owners of contiguous Lots who have a Party Wall or Party Fence shall both equally have the right to use such wall or fence, provided that such use by one owner does not interfere with the use and enjoyment of same by the other owner.

(b) In the event that any Party Wall or Party Fence is damaged or destroyed through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the Party Wall or Party Fence without cost to the other adjoining Lot Owner or Owners.

(c) In the event any such Party Wall or Party Fence is destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time), other than by the act of an adjoining Owner, his agents, guests or family, it shall be the obligation of all Owners whose lots adjoin such wall or fence to rebuild and repair

such wall or fence at their joint and equal expense.

(d) Notwithstanding anything contrary herein contained, there shall be no impairment of the structural integrity of any Party Wall without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.

(e) In the event of a dispute between Owners with respect to the construction, repair or rebuilding of a Party Wall or Party Fence, or with respect to the sharing of the cost thereof, such adjoining Owners shall submit the dispute to the Board of Directors of the Association, the decision of which shall be binding.

ARTICLE IX.

PERMITTED USES AND RESTRICTIONS COMMON AREA

Section 9.01. Maintenance by Association. The Association may, at any time, as to any Common Area, conveyed, leased, or transferred to it, or otherwise placed under its jurisdiction, in the discretion of the Board, without any approval of the Owners being required:

9.0101. Reconstruct, repair, replace or refinish any improvement or portion thereof upon any such area (to the extent that such work is not done by a governmental entity, if any, responsible for the maintenance and upkeep of such area) in accordance with (a) the last plans thereof approved by the Board of Directors, (b) the original plans for the improvement, or (c) if neither of the foregoing is applicable and if such improvement was previously in existence, then in accordance with the original design, finish or standard of construction of such improvement as same existed.

9.0102. Construct, reconstruct, repair, replace or refinish any road improvement or surface upon any portion of such area used as a road, street, walk, driveway, parking area, and waterfront facilities.

9.0103. Replace injured and diseased trees or other vegetation in any such area, and plant trees, shrubs and ground cover

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to the extent that the Boards deems necessary for the conservation of water and soil and for aesthetic purposes; and

9.0104. Place and maintain upon any such area such signs as the Board of Directors may deem appropriate for the proper identification, use and regulation thereof.

9.0105. Do all such other and further acts which the Board of Directors deems necessary to preserve and protect the property and the beauty thereof, in accordance with the general purposes specified in this Declaration.

9.0106. The Board shall be the sole judge as to the appropriate maintenance of all grounds within the Common Area.

Section 9.02. Damage or Destruction of Common Area by Owners. In the event any Common Area is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association to repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall be paid by said Owner, upon demand, to the Association and the Association may enforce collection of same in the same manner as provided elsewhere in this Declaration for collection and enforcement of assessments.

ARTICLE X.

GENERAL PROVISIONS

Section 10.01. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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Section 10.02. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 10.03. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment to be effective must be recorded.

Section 10.04. Annexation. After August 1, 1985, additional residential property (both single family and multiple family, including apartments and condominiums), Common Area and Commercial Area may be annexed to J. W. Smith's Western Oaks with the consent of two-thirds (2/3) of each class of members.

Section 10.06. Violations and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Declarant, the Association or any Owner or Owners of Lots within J. W. Smith's Western Oaks. However, any other provision to the contrary notwithstanding, only Declarant, the Association, the Board of Directors, or the duly authorized agents of any of them, may enforce by self-help any of the provisions of J. W. Smith's Western Oaks Restrictions.

Section 10.07. Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any property within J. W. Smith's

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Western Oaks is hereby declared to be a violation of J. W. Smith's Western Oaks Restrictions and subject to any or all of the enforcement procedures set forth in said Restrictions.

Section 10.08. Remedies Cumulative. Each remedy provided by J. W. Smith's Western Oaks Restrictions is cumulative and not exclusive.

Section 10.09. Delivery of Notices and Documents. Any written notice or other documents relating to or required by J. W. Smith's Western Oaks Restrictions may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows:

- (a) If to the Association, at 4638 South Lamar Blvd., Austin, Texas.
- (b) If to the Architectural Committee, at 4638 South Lamar Blvd., Austin, Texas.
- (c) If to an Owner, to the address of any Lot within J. W. Smith's Western Oaks owned, in whole or in part, by him or to any other address last furnished by an Owner to the Association.
- (d) If to Declarant, at 4638 South Lamar Blvd., Austin, Texas.

Provided, however, that any such address may be changed at any time by the party concerned by furnishing a written notice of change of address to the Association. Each Owner of a Lot shall file the correct mailing address of such Owner with the Association, and shall promptly notify the Association in writing of any subsequent change of address.

Section 10.10. The Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions covenants, conditions, rules and regulations

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now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvements and development of the real property covered.

1-17-2517

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 13th day of August, 1975.

WOODSIDE DEVELOPMENT CO., INC.

(NO SEAL)

By: J. W. Smith
J. W. Smith, President

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

BEFORE ME, the undersigned authority, on this day personally appeared J. W. Smith, President, of Woodside Development Co., Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Woodside Development Co., Inc., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13th day of August, 1975.

NOTARY SEAL

Lana K. Cooper
Notary Public in and for
Travis County, Texas

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, as Stamped hereon by me, on

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FILED

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Laris Shropshire
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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Laris Shropshire
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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THE STATE OF TEXAS
COUNTY OF TRAVIS

X
X
X
KNOW ALL MEN BY THESE PRESENTS:

SECTION DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
J. W. SMITH'S WESTERN
OAKS II-A

THAT WHEREAS, WOODSIDE DEVELOPMENT CO., INC., a Texas corporation, hereinafter referred to as "Declarant", is the Owner of all of the lots in J. W. SMITH'S WESTERN OAKS II-A, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 75, Page 271, of the Travis County Plat Records;

WHEREAS, as modified and amended by this Section Declaration, the lots in J. W. SMITH'S WESTERN OAKS II-A will be subject to the Declaration of Covenants, Conditions and Restrictions dated August 13, 1975, and recorded in Volume 5243, Pages 471-502, of the Deed Records of Travis County, Texas, herein called the "Basic Declaration"; and

WHEREAS, Declarant desires to adopt certain restrictions for J. W. SMITH'S WESTERN OAKS II-A, as shown on the map or plat of record in Volume 75, Page 271, Plat Records of Travis County, Texas; NOW THEREFORE,

WITNESSETH:

For and in consideration of the mutual benefits to the Declarant and future owners of lots in J. W. SMITH'S WESTERN OAKS II-A, an addition in Travis County, Texas, as shown upon the map or plat of record in Volume 75, Page 271, of the Plat Records of Travis County, Texas, the following restrictions are hereby impressed on J. W. SMITH'S WESTERN OAKS II-A, to-wit:

Section 1. Adoption and Modification of the Basic Declaration.

1.01. Except as modified by the provisions of Section 1.02 hereof, J. W. SMITH'S WESTERN OAKS II-A is hereby made subject to that certain Declaration of Covenants, Conditions and Restrictions, dated August 13, 1975, recorded in Volume 5243, Pages 471-502, of the Deed Records of Travis County, Texas, which Declaration is incorporated herein by reference and referred to as the "Basic Declaration".

1.02. The Basic Declaration is hereby modified as follows:

1.0201. "Declarant" shall mean and refer to Woodside Development Co., Inc., its successors and assigns, if such successors and assigns should acquire all interest of Woodside Development Co., Inc., in J. W. SMITH'S WESTERN OAKS II-A.

1.0202. "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot. The foregoing does not include any persons or entities who hold an interest in any lot merely as security for the performance of an obligation. The term "Owner" shall not include a Builder.

DEED RECORDS
Travis County, Texas

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1.0203. "Builder" shall mean any builder, contractor, investor or other person or entity who purchases a lot in J. W. SMITH'S WESTERN OAKS II-A for the purpose of resale thereof to a public purchaser, or for the purpose of constructing improvements thereon for resale to a public purchaser. Such term shall not include the Declarant.

1.0204. "Public Purchaser" shall mean the first person or entity other than the Declarant or a Builder who becomes an Owner of any lot within J. W. SMITH'S WESTERN OAKS II-A. 1-56-2095

1.0205. The following rules shall apply to Builders and Builder's rights in, and duties to, the Association:

(a) A Builder will have no vote in the affairs of the Association.

(b) From the first day of the month next following the date a Builder signs a contract with Declarant to purchase a Single Family Residence lot in J. W. SMITH'S WESTERN OAKS II-A, until said lot is conveyed to a Public Purchaser, the Builder shall pay to the Association for each lot, the same assessment as that paid by the Class D Member.

(c) Until a deed is delivered by a Builder conveying legal title of a lot to a Public Purchaser, the Declarant shall retain and exercise six (6) votes for each such Single Family Residence lot.

Section 2. Land use.

2.01. Lot C-4, D-2, E, F and G are Common Area Lots.

2.02. Except for Lots C-4, D-2, E, F and G, all lots in J. W. SMITH'S WESTERN OAKS II-A shall be used for no other purpose than the site for one detached, Single Family Residence, not to exceed two-stories in height together with, if desired, an attached garage or carport for not less than two nor more than three cars; PROVIDED, HOWEVER, that the Declarant or its nominee or agent shall have the continuing right to maintain a sales office for so long as Declarant shall deem it necessary on any Single Family Residence lot in J. W. SMITH'S WESTERN OAKS II-A, and no Builder, Owner, or the Association shall have standing to object to the maintenance or location of such office.

Section 3. Minimum Single Family Residence Size.

3.01. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall contain not less than 1650 square feet for (1) a one-story Single Family Residence or (2) a split level Single-Family Residence; nor less than 1000 square feet for a Single Family Residence of more than one-story.

Section 4. Building Location.

4.01. No building shall be located nearer to any interior side lot line than five (5) feet.

4.02. No building shall be located nearer than five (5) feet to any rear lot line.

4.03. For the purposes of this Section, eaves, steps and open porches shall not be considered as part of the building; PROVIDED, HOWEVER, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Section 5. Easements.

5.01. Easements for public utilities and for other purposes are reserved as shown upon the recorded plat.

5.02. Except as otherwise noted on the plat, easements of five (5) feet in width are reserved on each side of all Single Family Residence lot lines as needed for adequate drainage of the other lots. Within these drainage easements, no structure, planting, or other material shall be placed or permitted to remain which may change the direction of flow in the drainage channels or swales in the easements; PROVIDED, HOWEVER, that a privacy fence may be built provided it is installed in such a manner that it will not change the direction of flow of water through the drainage channels or swales in the easements.

1-56-2096

Section 6. Fences.

6.01. All fences shall be of wood and/or masonry construction and shall not extend nearer to the front street than the front wall of the principal building, nor nearer to any side street than the minimum set back line.

6.02. No fence shall exceed six (6) feet in height.

6.03. Wooden fences of a solid type shall be constructed so that the framing to which the slats are nailed shall be on the inside of the fence.

Section 7. Masonry.

7.01. Not less than fifty percent (50%) of the exterior wall area of the first floor of all Single Family Residences shall be of masonry construction.

7.02. By unanimous vote, the Architectural Committee shall have the authority to modify or waive the requirements of Section 7.01 when considered in harmony with the community and not to adversely affect the value of surrounding property.

7.03. In computing the area to be covered by masonry, door and window openings on a masonry wall shall be considered to be masonry. The area to be covered by masonry shall be measured from the top of the slab to the top of standard door and window openings and shall not include the gable.

Section 8. Roofs.

8.01. All roofs shall be constructed with at least 240 weight composition, wood or tile shingles. There shall be no built-up roofs.

Section 9. Sidewalks.

9.01. Builders shall install sidewalks in accordance with the standards for residential sidewalk construction in the City of Austin and upon the approval of the Architectural Committee as noted on the Plat of J. W. SMITH'S WESTERN OAKS II-A.

Section 10. Parking.

10.01. No person shall stop, stand or park a vehicle on any street within J. W. SMITH'S WESTERN OAKS II-A for a period of time longer than twenty-four (24) consecutive hours. Any vehicle left stopped or parked on any street within J. W. SMITH'S WESTERN OAKS II-A in violation of this restriction is hereby declared to be a nuisance.

Section 11. Dogs Running at Large.

11.01. Except when a dog is under the immediate personal supervision and command of its owner or handler, every dog shall be kept physically restrained from leaving the lot of the owner or handler of such dog.

11.02. Permitting a dog to leave the premises of its owner or handler while not under the personal supervision and command of said owner or handler is hereby declared to be a nuisance.

1-56-2097

Section 12. Term and Amendment.

12.01. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

12.02. This Declaration may be amended during the first thirty (30) year period by an instrument signed by owners of not less than 90% of the Lots in this Section, and thereafter by an instrument signed by owners of not less than 75% of such lots.

12.03. To be effective, any amendment must be recorded.

Section 13. Severability.

13.01. Invalidation of any one or more of these covenants or any parts thereof by judgment or court order shall in no wise affect any of the other provisions or parts thereof which shall remain in full force and effect.

Section 14. Confirmation of Basic Declaration.

14.01. Except as modified therein, the Declaration of Covenants, and Restrictions of record in Volume 5243, Pages 471-502, of the Deed Records of Travis County, Texas, are hereby ratified, confirmed and declared to be Covenants, Conditions and Restrictions appurtenant to J. W. SMITH'S WESTERN OAKS II-A.

EXECUTED this 18 day of July, 1977.

(NO SEAL)

WOODSIDE DEVELOPMENT CO., INC.

By 

J. W. Smith, President

THE STATE OF TEXAS
COUNTY OF TRAVIS

X
: KNOW ALL MEN BY THESE PRESENTS:
X

AMENDMENT TO SECTION DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

J. W. SMITH'S WESTERN OAKS II-A

WHEREAS, Woodside Development Co., Inc., a corporation organized and existing under the laws of the State of Texas, as sole owner of all lots in J. W. Smith's Western Oaks II-A, a subdivision to the City of Austin, Travis County, Texas, according to the map or plat of said subdivision of record in Book 75, Page 271, Plat Records of Travis County, Texas, imposed certain covenants, conditions and restrictions upon all lots in said J. W. Smith's Western Oaks II-A subdivision by instrument recorded in Volume 5852, Page 156, Deed Records of Travis County, Texas, to which record reference is here made;

WHEREAS, all of the lots in said J. W. Smith's Western Oaks II-A have heretofore been conveyed by deed to J. W. Smith Construction, Inc., a Texas corporation;

WHEREAS, pursuant to Section 12.02 of such covenants, conditions and restrictions, J. W. Smith Construction, Inc., being the record owner of all lots in said subdivision, amended Section 3.01 of said covenants, conditions and restrictions by instrument recorded in Vol. 6360, Page 163, Deed Records of Travis County, Texas;

WHEREAS, J. W. Smith Construction, Inc., still being the record owner of all lots in said subdivision, desires to further amend Section 3.01 of said covenants, conditions and restrictions heretofore imposed on all lots in J. W. Smith's

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Western Oaks II-A and also desires to amend Section 7.01 of said covenants, conditions and restrictions;

WHEREAS, this amendment to said covenants, conditions and restrictions shall replace and supercede the aforesaid amendment placed of record in Vol. 6360, Page 163, Deed Records of Travis County, Texas; and

WHEREAS, except as amended herein, the covenants, conditions and restrictions recorded in Vol. 5852, Page 156, Deed Records of Travis County, Texas, are hereby ratified, confirmed and adopted and are to remain in full force and effect;

NOW, THEREFORE, the undersigned, being the record owner of all lots in J. W. Smith's Western Oaks II-A, does hereby amend Sections 3.01 and 7.01 of said covenants, conditions and restrictions to read as follows, to-wit:

"3.01 The ground floor area of the main structure, exclusive of one-story open porches and garages, shall contain not less than 1750 square feet for (1) a one-story Single Family Residence or (2) a split level Single Family Residence; nor less than 900 square feet for a Single Family Residence of more than one-story."

"7.01 Not less than one hundred percent (100%) of the exterior wall area of the first floor of all Single Family Residences shall be of masonry construction."

Except as amended herein, all provisions of said covenants, conditions and restrictions of record in Volume 5852, Page 156, Deed Records of Travis County, Texas, are hereby ratified, confirmed and adopted, are to remain in full force and effect and are to be unaltered hereby.

EXECUTED this the 22nd day of January, 1979.

(NO SEAL)

J. W. SMITH CONSTRUCTION, INC.

By: 

J. W. Smith, President

THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

1-94-0770

BEFORE ME, the undersigned authority, on this day personally appeared J. W. Smith, known to me to be the President of J. W. Smith Construction, Inc., and known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged that same was the corporate act and deed of said corporation, executed by him in the capacity therein stated, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22nd day of January, 1979.

NOTARY SEAL

Jacqueline A. Burke
Notary Public in and for Travis
County, Texas
Jacqueline A. Burke

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, as Stamped hereon by me, on

JAN 22 1979



Doris Augustine
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
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Doris Augustine
COUNTY CLERK
TRAVIS COUNTY, TEXAS