BROOKWOOD COMMUNITY ASSOCIATION
ARCHITECTURAL GUIDELINES AND CLARIFICATIONS

A Handbook for

Board of Directors
Committee Members

And

Homeowners

Issued October 1993
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NOTE: Sections I through VII cover the Operation of the Architectural Review Committee. Section IX covers interpretations of the CCR and the basis for ARC decisions.

ATTACHMENTS: A. Home Improvement Application (HIA)
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I. PURPOSE OF GUIDELINES

These architectural guidelines and clarifications are established by the Architectural Review Committee (ARC) with approval of the Brookwood Community Association Board of Directors. They are intended to provide all homeowners information about the type, color, quality and grade of material which may be used in construction of various kinds of improvements; the size and location of such improvements; and the procedure followed by the ARC for reviewing applications for proposed improvements. They are intended to further insure consistency in decisions and assist in expediting the decision process. The guidelines are intended to augment the Brookwood Deed Restrictions and not replace or over-ride them. They are based on the specific rules established by the appropriate governing documents and the result of decisions made by the ARC in response to specific requests from Brookwood residents. These guidelines may be amended by addition, deletion or alteration at any time via recommendation by the ARC with approval from the Board of Directors.

Effective July 1, 1992 the responsibility for architectural control was passed from Friendswood Development Company to the Board (except for areas set aside for original construction). While the ARC will make every reasonable attempt to be fair and equitable, the ARC and the Board will not necessarily be bound by past decisions of FDC. The ARC reserves the right to disapprove applications for improvements that require a variance from the established Guidelines if it believes that such changes are not in the best interest of the future of Brookwood, even if a precedent was set by a decision of Friendswood Development Company.

From time to time, the ARC and/or the Board may make a decision that, in retrospect, is not in the best interests of the community. The ARC and the Board reserve the right to recognize such a situation document it in the minutes of a meeting and no longer permit its use as a precedent. The same right applies if the ARC and/or Board make an error in allowing a change or addition.

Throughout this document, no distinction will be made between "permanent" and temporary structures. Unless otherwise specified, they will be considered the same.
II. GLOSSARY OF TERMS

Application For Improvement- Also known as Home Improvement Application (HIA); A formal, written, signed request from an Owner for permission to make specific improvements to his/her lot or existing structures on the lot.

ARC- The Architectural Review Committee, established by the Board of Directors.

ARC Chair- The member of the ARC, appointed by the Board, who is responsible for the overall operation of the committee.

ARC Member(s) - The persons appointed by the Board to be members and make up the Architectural Review Committee.

Association or Community Association- The community’s home owners association. Also known as the Brookwood Community Association (BCA).

Board- The Brookwood Board of Directors. Also known as the Architectural Control Committee.

Board Member Liaison- An alternate voting member of the Architectural Review Committee who is also a member of the Brookwood Board of Directors. This individual, with the ARC Chair, insures that there is a constant 2-way flow of information between the Board and the ARC.

BCA - The Brookwood Community Association or home owners association.

CCR’s- The combination of the Articles of Incorporation, the By-Laws and Declaration of Covenants, Conditions and Restrictions for Brookwood and the contents of this handbook.

Improvement- Any addition or alteration to a lot or structure.

Management Company- The organization or company that provides management services to Brookwood on a contractual basis.

Owner- Any resident of Brookwood who, according to the By-Laws, has voting rights in the community association.

Variance- Any improvement or alteration (or request for same) to a lot or structure that is not in compliance with existing CCR’s.
III. Purpose of the Committee

The purpose of the Architectural Review Committee is:

1. To review and evaluate applications for improvements to homes, structures, and properties (lots) within the Brookwood Subdivision in accordance with the OCR’s Friendswood Development Company retains the exclusive right to review and approve or disapprove all plans and specifications for original/new home construction within the Brookwood Subdivision.

2. To centralize architectural control in order to enhance, insure and protect the attractiveness, beauty and desirability of the area as a whole while, at the same time, permitting compatible distinctiveness of individual developments within the area.

3. To notify the Owner (through the Property Manager) of each determination

4. To assist the Board during any appeal process and in any legal matter.

5. To make recommendations to the Board regarding changes to the CCR's that involve issues over which the Board has jurisdiction.

6. To advise the Board in matters of improvements on and to the common areas.
IV. SCOPE OF RESPONSIBILITY

The scope includes those improvements that are planned, started, erected, placed and/or maintained. The general areas of responsibility for the ARC include, but are not limited to, the following:

- Walls
- Fences
- Gazebos
- Roofing
- Painting
- Trellises
- Swing Sets
- Bird Houses
- Patio Covers
- Utility Layout
- Swimming Pools
- Basketball Goals
- Changes to Grading
- Color of Structures
- Flags and Flag Poles
- Changes to Site Landscaping
- Exterior Additions to Structures
- Temporary or Permanent Buildings
- Storage Sheds, Buildings and Other Structures
- Changes and Alterations to Existing Structures
V. APPLICATION FOR IMPROVEMENTS

Plans and specifications for home improvements are to be approved in advance. No variances will be granted simply because construction has commenced or has been completed.

Plans and specifications should include:
- The nature of the change or addition
- Specifications
- Kind
- Shape
- Measurements (height, width, depth, elevation, etc)
- Materials
- Color
- Location on the property and in relation to other structures
- Harmony of design
- Location in relation to topography
- Location of utility easements
- Timing of Completion
- Signature of Owner(s)
- Additional information as requested by the ARC or the Board

SEE "Attachment A" at the end of this document for a copy of the Home Improvement Application.
VI. COMMITTEE OPERATING RULES

To achieve the purposes for which the Architectural Review Committee has been established, the following operating rules apply:

1. Composition:
   The ARC will be composed of members, each of whom is a current resident of Brookwood:

   **The Board Member:** This member, chosen by the Board, will be an individual who is a current member of the Brookwood Board of Directors. This person will act as a liaison between the Board and the ARC for routine matters. This member will be an alternate voting member of the ARC.

   **The Chair:** This member will act as the head of the ARC. He or she will be selected by the Board of Directors and will be a voting member of the ARC.

   **ARC Members:** Two (2) additional members (Voting Member #1 and Voting Member #2) who will be appointed by the Board of Directors. Each of these people will be permanent voting members. An additional two (2) members will be selected by the Board as Alternate Member #1 and Alternate Member #2 who will attend meetings, but have a vote only in the event of the absence of one of the regular voting members or the chair.

2. Terms of Office:
   All Members of the ARC will serve for a term of two (2) years. Voting Member #1 and Alternate Member #2 of the committee will serve for a term of one (1) year when necessary to stagger the terms of the members. Each member may serve a maximum of three (3) consecutive terms. Any individual who has served on the ARC (in any capacity) for the maximum allowable may serve again after a minimum period of four (4) months has elapsed since their last day of service. When a member is no longer able or willing to serve, or in the event of a completed term, a replacement member will be selected as specified in COMPOSITION.

3. Meetings:
   The ARC will meet at a frequency deemed appropriate by the Chair to review applications for improvement. The frequency will be governed by the volume of applications received, the age of current open applications (not to exceed 60 days) and the availability of a quorum of voting members. A meeting once a month has been found to be ideal. At a minimum at least three (3) members must be present to convene a meeting at which voting will occur.

4. Attendance:
   Any voting member of the ARC who is absent from 3 consecutive meetings without valid cause will be considered to have resigned and will be replaced in accordance with the established procedures. A letter advising the individual of this action will be sent by the Management Company at the direction of the Board or the ARC Chair. Under certain circumstances, this attendance requirement may be waived by the Board at the request of the Chair.
5. Voting:
The Chairperson and the two voting committee Members each have one (1) vote. If a voting member is not in attendance, the Alternate Member #1 will vote in his or her place. If an additional voting member is not in attendance, Alternate Member #2 will vote in his or her place. If the application concerns a property owned or occupied by one of the members of the ARC that person's voting rights will temporarily pass to an alternate voting member. If there are not sufficient voting members or alternates in attendance, the Board Member will have a vote. In all other situations, the Board Member will not have voting rights.

6. Records:
Copies of all applications, decisions, recommendations, appeals and meeting agenda will be kept by the Management Company. It is the responsibility of the Chair to forward all such material to the Management Company.

7. Removal:
Any ARC Member may be removed from the committee, with or without cause by a majority vote of the Board. In the event of death, resignation or removal of a member, a successor shall be selected by the Board and shall serve for the unexpired term.

8. Compensation:
No member shall receive compensation for any service rendered to the ARC.
VII. OPERATING PROCEDURES

1. General: An item can come before the Architectural Review Committee as follows:

   a. A property Owner (or his/her representative) may submit a Home Improvement Application to the Management Company.

   b. A variance or suspected variance may come to the attention of any member of the Board, the ARC or the Management Company. Such incidents, if not received or observed directly by the Management Company, will be passed to them. The Management Company will send a letter to the Owner requesting an application be submitted. If no application is received within 30 days, the Management Company will report this to the ARC who will take appropriate action.

   c. If the observed variance appears to be a violation of the CCRs the initial notification/request to the Owner will be a registered letter. This will speed up the process of rectifying out-of-compliance improvements.

2. Response: All applications should be time and date stamped by the Management Company upon receipt. Applications must be answered within 60 days after receipt of a completed application by the Management Company. The Owner must sign all applications. Objections to changes covered by a building permit must be addressed within year of construction.

3. Formal Review: All items will be reviewed by the ARC at its next regular meeting. A review consists of:

   a. A reading and understanding of the application by all members of the ARC present at the meeting. If possible, questions may be resolved by telephone contact with the Owner before or during the meeting.

   b. An evaluation of the application will be based on:

      • Its compliance with, or violation of, the CCR's
      • The most current criteria for evaluating unusual or unique requests.
      • Input from other Brookwood owners available at the time of review or solicited by the ARC.
      • Precedents set by past decisions of the Board and the ARC.
      • The ability to defend the decision.
      • Guidelines established by the ARC. (These guidelines are subject to change by the Board.)

   c. A decision made by the ARC. A simple majority of the voting members present is required to reach a decision. However, the Chair should make every reasonable effort to insure sufficient review so that all of the voting members agree with the decision. The decision may be any one of the following:

      • APPROVAL: Approval of the application as written
OPERATING PROCEDURES – continued

- **TABLING:** An action taken if the ARC believes that there is insufficient information to render a fair decision.

- **CONDITIONAL APPROVAL:** Approval of the application under one or more specific conditions such as the requirement for a specific modification(s).

- **REJECTION:** Disapproval of the application, and, if appropriate, a directive to remove an existing variance.

4. **Informal Review:** If the cost or effort to submit a formal application that complies with the CCR’s is excessive, the Owner may submit a less formal (and less detailed) request to the ARC for a non-binding evaluation. The request must be in writing and a written reply will be sent. Such an evaluation is only for the guidance and convenience of the Owner and will NOT be considered as permission to proceed with construction until formal request is submitted and formal approval given.

5. **Findings:** A summary of the findings and the reason(s) for the decision will be forwarded to the Management Company and the Board.

6. **Notification:** The Management Company will notify the Owner of the ARC’S findings.
   
   a. If the application is approved, the Owner will be notified.

   b. If the recommendation is a conditional approval or rejection, the letter will include the reason(s) for such findings. The letter will also contain the information that the Owner has the right to appeal the recommendation to the Board.

   c. If the ARC tables the action, the request for additional information will be forwarded, in writing, to the Owner by the Management Company. The application will be considered an "Open Item" on the ARC’S agenda for up to 45 days. If sufficient information is not received by the ARC during that time, the application will be rejected and the Owner notified.

7. **Appeal:** In the event the Owner chooses to appeal the decision, at least one member of the ARC will be present at the Board meeting during which the appeal is heard. To set up the appeal, the Owner must notify the Management Company in writing that a review of the ARC’S decision is requested. This request must be made within 60 days of the written notification of the ARC’s findings this request will constitute the appeal being added to the agenda of the next scheduled Board meeting. The Board may act in any one of the following ways:

   a. The Board may agree with the decision of the ARC, as written

   b. The Board may modify or reject the decision of the ARC, in whole or in part, and issue a new decision.
c. The Board may recommend that the application be re-evaluated by the ARC. This action will normally be taken if new information is revealed at the Board Meeting that could change the outcome of the decision.

8. Board Notification: Following an appeal to the Board, the Management Company will notify the Owner, in writing, of the Board's decision.

9. Special Permit for Internal Modifications: Under certain conditions the city or county may require evidence that the Community Association approves of a modification even though the specific modification does not fall under the control of the CCR's. In such cases, the Owner will be provided with a letter from the Property Management Company at the direction of the ARC Chair to assist in gaining the required permit. Such items as alterations to the inside of a home fall into this category.
VIII. DEED RESTRICTION CHANGE PROCEDURE

EXPLANATION OF THE RULES

Those wishing to make a change in the deed restrictions must notify the Brookwood Community Association (BCA) President of their intent to change the Deed Restrictions.

In order to prevent chaos in enforcing our deed restrictions, this process must have time constraints. The BCA will impose a 90 day time limit on this amendment process, beginning on the date that the BCA President is notified as outlined in the preceding paragraph. At the end of 90 days, if there are not a minimum of 66 2/3% owner signatures then the proposed change will fail.

**Note:** Owner, as used above, refers to the owner of record whether one or more persons. Example, a husband and wife will count as only one vote or signature because only one vote may be cast per residence.

In the spirit of fair play, the BCA/Board of Directors and the Architectural Review Committee (ARC) will instruct the Property Management Company to stay enforcement of the deed restriction process with respect to those owners already in violation particular restriction during this 90 day period. [If those wishing the change fail to notify the BCA President as outlined in the initial paragraph above, then the Property Management Company will be unaware of the attempt and will continue to enforce these restrictions.] With respect to new violations of the deed restrictions in question, the property management company will be instructed to send the initial non-certified letter to make them aware that they are in violation.

THE PROCEDURE

Those wishing to make a change need to draft their petition for amendment to the Deed Restrictions as specifically as possible.

The petitioners must get 602 owners, as defined above, to sign their petition. This signed petition needs to be given to the President of the Brookwood Community Association. The signatures on the petition do not need to be notarized.

At that time the BCA/Board of Directors will recognize that there is significant owner interest in the specific variation requested and the BCA President will authorize the expenditure of community funds for attorney's fees and related items.

The President will organize a meeting with the petitioners’ representative, the ARC chair or designated representative, the BCA President or assigned Board member, and the Association’s attorney. The purpose of this meeting will be to ensure that the amendment to the deed restrictions is written properly. This document must be signed by 66 2/3% a minimum of all the owners in Brookwood to pass. Because the amendment is a document to be recorded, all signatures must be notarized.
DEED RESTRICTION CHANGE PROCEDURE – continued

Certain amendments affecting such matters as the common properties will also have to be approved by a percentage of first mortgagees pursuant to article XI, section of the deed restrictions. The determination as to whether these signatures are needed will be made at the time the petition outlining the amendment desired is submitted.

The notarized signing or voting may be accomplished in three ways:

1. Petitioners may either pay for or supply a notary public to go to Brookwood homes for signatures.

2. The BCA will cover the notary fee if the petitioners will sign at the offices of BCA's Attorney (address available from BCA's Property Manager), during normal working hours.

3. The Board of Directors will set a time before a Board meeting and make available a Brookwood homeowner list. At that time and during the board meeting, the petitioners may either pay for or supply a notary public to notarize the signatures before and during this meeting.

If at the end of the 90 day period, insufficient signatures have been obtained, the BCA will recommence (at the exact point in the process that it put the "stay" into effect) the enforcement of the deed restriction in question.
ARCHITECTURAL GUIDELINES AND DEED RESTRICTION
CLARIFICATIONS

The following are guidelines established by the Architectural Review Committee with approval of the Board. NOTE: Deed Restriction reference in ()

ANIMAL CONTROL: (Article IX, Section 12)

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other common household pets (not to exceed two (2) in each category) provided they are not kept, bred or maintained for commercial purposes. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which result in an annoyance or are obnoxious to residents in the vicinity. Animals are not permitted to roam the Property and must be controlled on a leash if they are not on a lot.

ANTENNAE, RADIO TOWERS, and TV SATELLITE DISHES:  (Article IX, Section 14)
(Revision Approved- 09/18/95)

Antennae must be installed behind the roof ridge so as not to be visible from any location on the fronting street(s) or located at rear of house on interior lots. Antennae installed on corner lots must be hidden from view on fronting and siding streets. Some lots, as specified in the deed restrictions are not permitted to have antennae except in the attic.

No TV Satellite Dish greater than one (1) meter in diameter will be approved for installation under the maximum height of six (6) feet, installed to the rear of the residence, and cannot be viewed from the fronting or perimeter streets, common areas, or adjacent lots.

For TV Satellite Dishes less than one (1) meter in diameter, the Homeowner must provide proof that compliance, with Article IX Section 14 would preclude reception of a good quality video signal; a dish may be approved for installation above a height of six (6) feet above grade. The installation of this dish must: be approved prior to installation, be to the rear of the residence (house) or garage, be no higher than twelve (12) feet above the lowest eaves residence or peak of the garage, and not be visible from the fronting or perimeter (corner lots) streets.  Any mounting accessories must meet the painting requirements of the community (PAINTING, page 23).

BASKETBALL GOALS and HOOPS:  (Article VI, Section 1)
(Revision Approved- 9/13/95)
(Revision Approved- 4/10/00)

Basketball goals are allowed to be pole mounted in the driveway of houses with detached garages. The goal must be behind the centerline of the house. The backboard should be parallel to the driveway. No goals may be mounted on the garage or house structure. Goals may be placed in rear (back) yards subject to setback and easement restrictions. Portable basketball goals must meet the same requirements as those stated herein for pole mounted goals.

To the greatest extent possible basketball goals, posts backboards, nets and hoops will be colors that are compatible with those established for the neighborhood. Bright or florescent
colors (particularly nets) are not permitted. Posts (poles) must be black, white, forest green or galvanized and must be properly maintained.

Patio homes and homes with attached garages present a unique situation for basketball goals. Because of the limited land space and the garage located in the front of the home, there is usually no location except the back yard that would meet the above criteria. Therefore as a general rule, basketball goals on such homes will only be permitted at the rear home.

**BIRDOUSES:** (Article VI, Section 1)

Birdhouses shall be permitted subject to the prior approval of the ARC. No birdhouse shall be situated higher than twelve (12) feet, pole plus house, above ground level and no more than two (2) birdhouses shall be permitted on a lot. The materials used in the construction and the color of the birdhouse shall be harmonious with the residence and other improvements on the lot. The birdhouse(s) must be within the fenced area of the lot.

**CONSTRUCTION MATERIALS:** (Article IX, Section 4, 6, 22)  
(Revision Approved 4/10/00)

Certain building materials are considered unacceptable for exterior use in Brookwood. Other materials may be used for specific applications only. General guidelines are as follows:

a) Wood: Natural wood may be used or stained compatible to existing structure.

b) Brick: Generally acceptable. Painted brick is not permitted.

c) Aluminum: Acceptable for rain gutters and window framing. Aluminum, which simulates wood beam and planks, may be used for sun shades and patio covers (see page 24) and to replace original wood or composition siding if the color is acceptable. All aluminum items, regardless of their application, must be of a color compatible with the home on which it is installed. Aluminum will not be allowed for any other use other than those stated above. Other sheet metals such as corrugated tin are not acceptable.

d) Fiberglass: Generally unacceptable for all applications.

e) Glass and Acrylic Sheet: Generally acceptable for most applications including tops of greenhouses. Acrylic sheet is a suitable substitute for glass.

f) Vinyl/Plastic Siding: As with aluminum, vinyl or plastic siding may be used to replace original wood or composition siding so long as it is made to look like wood siding (texture, form and color will be the acceptance criteria). MOST other uses of plastic are unacceptable.
DECORATIONS, HOLIDAY: (Article VI, Section 1)

Holiday decorations are both permitted and encouraged and will not require approval by the ARC. However, all such decorations may be installed no sooner than days prior to the holiday and must be removed within 15 days after the holiday for which they are intended. However, the ARC does reserve the right to require the removal of decorations that either generate complaints or are deemed offensive. This right will be used sparingly.

DRIVEWAY EXTENSIONS: (Article IX, Section 5)
(Revision Approved- 07/18/94)

Recognizing the need for slight improvements to the driveways at some residences, the enlargement of a driveway to permit additional automobile parking area is permitted to reduce street parking, such improvements are allowed subject to the following:

1. The driveway may not be widened more than the absolute minimum necessary to achieve the additional parking area required.

2. The widening of the driveway may not be extended forward, toward the street, past the front building line of the main residence.

3. The drainage characteristics of the resident's Lot and any adjoining Lot must not be altered in any way due to this improvement.

4. No structures except driveways will be permitted to encroach on, or into, the five (5) or three (3) foot side lot line easement i.e. no decks, storage sheds, etc.

5. The materials of construction used for this improvement must be similar to those used to construct the original driveway. The extension should match as near as possible the original driveway.

As with any improvement, an "approved" HIA must be obtained prior to construction.

EASEMENT ENCROACHMENTS: (Article IX, Section 8, 9)

It is not the responsibility of either the ARC or the Board to police encroachment into utility easement areas. If possible, the ARC will advise the Owner of a possible encroachment and recommend that the Owner seek approval or waiver from the appropriate utility. However, the ARC will not be liable for any expense incurred by an Owner as a result of action by a utility company if such encroachment occurs, even if the ARC approved the change or addition without comment.
**EMERGENCY and DISASTER REACTION:** (Article VI, Section 1)

Disasters such as fire and weather may cause significant construction and repair activity to take place. Temporary repairs or structures those that are present for no longer than 6 months during reconstruction will be acceptable under such a condition. Reconstruction in the form that existed before the disaster will be acceptable without approval by the ARC. Approval for changes to the former structure will be made with all haste possible so as to have no adverse impact on the Owner. The Board and the ARC will take whatever action is reasonable to expedite its responsibilities. The intent will be to re-establish the neighborhood to its former quality as quickly as possible.

It is recognized that an Owner has the right to take temporary protective action in the event of certain weather conditions, such as hurricane warnings. Rarely do these protective actions beautify the neighborhood, but no prior approval for such temporary action is required. However, all such installations must be completely removed and the property restored to its original condition within 15 days of the passing of the emergency. This rule specifically applies to, but is not limited to, the boarding of windows and doors during a hurricane threat.

**FENCING:** (Article IX, Section 4, 13, 17)  
(Revision Approved- 03/13/00)

All perimeter fencing must conform strictly to the CCRs unless specifically accepted (or exempted) by the ARC. A specific exception has been made in such cases where a wrought-iron driveway gate is desired.

Fences are NOT to be painted and shall not exceed six (6) feet in height. Acceptable fencing materials are wood, wrought-iron, or a combination of these two.

Brick or stone pillars may be constructed and used as fence posts. These must be of a material to match the exterior of the home and not exceed eight (8) feet in height.

The specific types of fencing allowed are as follows:

a) **Wooden Fencing:**

   Notched picket, 6-foot western cedar fencing that is free of large or loose knots and splits, with 4" x 4" posts set feet in concrete on 8-foot centers is acceptable. Fences must be allowed to weather with age. Only a clear coat of wood preservative may be applied to cedar fences after aging. Wooden fencing is not to be painted.

b) **Wrought-iron Fencing:**

   Wrought-iron fencing is not permitted 1) as front-on fencing between houses and side lot line fencing, 2) as front-on fencing between garages and side lot fencing, and 3) as perimeter fencing on side lot lines or rear lot line.

   **Exceptions:** Wrought-iron fencing is allowed for use as perimeter fencing for the following **ONLY:** 1) as side lot line fencing for fences bordering Armand Bayou and the 11 acre Nature Area/Reserve and 2) as rear fencing along the Oil Reserve and the acre Nature Area/Reserve. Lots which are allowed these exceptions are:
Walnut Pond Dr.: 2, 3, 5-18
Village Corner Dr.: 21-23
Orchard Mountain Dr.: 4-10
Mountain Flowers Ct.: 64-65
Roaring Rapids Dr.: 40-41
Island Hills Dr.: 9-10
Pleasant Trace Dr.: 26-35
Mighty Redwood Dr.: 19
Misty Heather Ct.: 4-5, 76
Moonlight Shadow Ct.: 52-53
Indian Sunrise Ct.: 26-27

NOTE: Wrought-iron fencing is NOT permitted as perimeter fencing along any “greenbelt” area.

The fencing must not exceed six (6) feet in height. The fencing must be black in color and non-ornamental.

c) Wrought-iron Driveway Gates:

Wrought-iron gates across driveways are permitted, but they must be black in color and non-ornamental in nature. Such gates must not exceed six (6) feet in height and must be set three (3) feet back from the front corner of the house.

Wrought-iron fencing is allowed between the house on the gate and/or the gate and the side lot line fence. The fencing must be black in color and non-ornamental. The fence must not exceed six (6) feet in height.

d) Wrought-iron Patio Home Entrance Gates:

Wrought-iron patio home entrance gates may be covered with black screening material attached to the gate for privacy.

e) Chain Link Fencing:

Chain link fencing is not permitted.
If fencing deteriorates, leans, collapses, or is broken, it must be repaired to its original condition or be replaced at the owner's expense at the earliest possible opportunity.

**FLAG POLES**: (Article VI, Section 1)
(Revision Approved- 7/18/94)

Flag poles exceeding 12 feet in height are not permitted for temporary displays of flags. Permanent flag displays are permitted for the United States flag if the flagpole does not exceed 20 feet in height. A flag and staff may be mounted on the house or garage as long as the length of the staff does not exceed 6 feet and the top-most part of the staff does not extend to a point higher than the highest point on the specific structure.

**GARAGES**: (Article IX, Section 11)

All residences in Brookwood have attached or detached garages for not less than two or more than three vehicles. Because parking in the street by Brookwood residents is not encouraged for both safety and aesthetic reasons, no alteration or modification of a garage shall be permitted that would preclude the parking of the number of vehicles (whether two or three) that the garage was originally designed to hold. The conversion of a garage to a family room, or similar modification, is not permitted.

**GLASS BLOCK WINDOWS**: (Article IX, Section 4)

Glass block windows are allowed on the main residential dwelling but they must be located on the sides or rear of the house.

**IMPROVEMENTS, BREEZEWAY**: (Article VI, Section 1 - Article IX, Section 13, 17)

For homes with detached garages, where a covered breezeway connects the house to the garage, a fence type structure may be installed that meets any of the following criteria:

a) A standard wood fence and gate combination may be constructed of no greater than six (6) feet in height. This may be topped with a wooden lattice from the top of the fence to a height not to exceed the lowest edge of the roof covering the walkway.

b) A wooden lattice partition and gate combination may be constructed from ground level to a height not to exceed the lowest edge of the roof covering the walkway.

c) A wrought iron fence and gate combination may be installed from ground level to height not to exceed the lowest edge of the roof covering the walkway. This structure must be non-ornamental in name and black in color.
Any of the above improvements should follow a direct path from the house to the garage must be as close as practical to the sidewalk that connects the two structures and be anchored to both the house and the garage or to posts that are in close proximity to the house and garage.

Breezeway improvements may be painted the same color as the predominant paint color of the home, and if painted must be maintained in good condition. Proper maintenance will be enforced.

Perimeter fences shall not be painted.

Tubular steel fencing that is painted black to simulate wrought iron is acceptable as a substitute for real wrought iron.

If improvement deteriorates, leans, collapses, or is broken, it must be repaired to its original condition or be replaced at the owner’s expense at the earliest possible opportunity.

Perimeter fences shall not be painted.

**IMPROVEMENTS, ENCLOSED and "INVISIBLE": Article IX, Section 2, 5, 15**

Some improvements are not readily visible from any street and/or other home in Brookwood. In general, such lack of or limited visibility does not exempt the Owner from complying with the CCR’s. However, the ARC MAY take such a situation into consideration when considering a variance. If an exception of this type is made, the precedent will apply only to other situations with similar lack of or limited visibility. Generally, the ARC will approve any improvement that meets ALL of the following conditions.

a) It is completely enclosed within the fenced portion of the property.

b) The fencing is of such a type as to shield the variance from general sight.

c) It is less than six (6) feet in height at its highest point.

d) It is not visible by a pedestrian standing at ground level on any adjoining street or sidewalk.

e) It does not pose a hazard or annoyance to other properties or owners.

f) It does not have a deck higher than two (2) feet above ground level.
LANDSCAPING: (Article VI, Section 1; Article IX, Section 13, 16, 20)

These guidelines apply both to items that create a non-acceptable condition upon installation and items that grow to become non-acceptable.

a) General Landscaping:
   In general, the addition or movement of shrubs and other live items of landscaping is acceptable without a formal review by the ARC. Exceptions are landscaping that is, or will act as, a non-compliant fence, items that obstruct access to a vital community service (such as fire hydrant), items that obstruct visibility causing a hazard to vehicular or pedestrian traffic, items that create a hazardous condition, changes that are of a degree which changes the overall appearance of the residence, or any item that generates a complaint from a resident of the community.

b) Tree Removal:
   Removal of trees is discouraged unless the tree is diseased, dead, severely damaged or poses a hazard. Removal of live trees, without suitable immediate replacements, other than for safety reasons, from any lot will not be approved.

c) Landscaping Structures:
   Approval is required for addition or modification of all landscape structures such as: flower boxes, trellises, landscaping timber and/or brick borders. Landscaping that impedes drainage or diverts water to adjacent lots is not permitted.

LIGHTING, EXTERIOR: (Article VI, Section 1)

In general, the addition of exterior lighting is both acceptable and desirable. This includes ground-level lighting, stand-alone lamp posts and lighting mounted on a house or approved structure. Such lighting fixtures must be compatible with the general tone and design of the neighborhood and be located inconspicuously. In all cases, stand-alone lighting fixtures must adhere to the "8 foot maximum height" rule. Although not required for approval, residents are encouraged to consult with affected neighbors prior to installing or changing exterior lighting. Wattage of exterior lighting should be kept to a minimum because excessive wattage can create a nuisance to neighbors.

a) Changes to Existing Lighting:
   Outside lighting which was installed at the time of original construction or which was installed after original construction with the approval of the ARC may be replaced with a new fixture provided that the wattage of the new fixture is comparable to the wattage of the existing fixture.

b) Security Lighting:
   Security lighting shall be mounted behind the back plane of the house and below the eaves of the house. No pole mounted lights will be permitted Mercury vapor/sodium vapor lights, which are considered incompatible with the neighborhood, are not permitted.

c) Landscape Lighting:
   Landscape lighting is permitted as long as the lighting fixtures are located in flower beds, shrubs, and similar landscaping. Tree mounted landscape lighting will be
permitted as long as the fixture is no: mounted high than six (6) feet above ground level. Mercury vapor/sodium vapor lights are not permitted as landscape lighting.

d) Gas Lighting:
Two (2) gas lights per lot shall be permitted with the ARC'S approval. The gas lighting color must white light.

Annoyances: All new lighting which is approved by the ARC shall be subject to a (90) day trial period after installation assure that the lighting is not objectionable to surrounding residents. The ninety (90) day period will commence on the date of the ARC’S written approval of the lighting. If at the end of the ninety (90) day period the ARC determines that the lighting is not unreasonably offensive or an annoyance to surrounding neighbors, the ARC’s approval shall be final. Otherwise, the lighting will be required to be modified or be removed in accordance with the ARC's decision.

PAINTING: (Article VI, Section 1)
(Revision Approved- 04/18/94)
(Revision Approved – 10/21/02)

All homes in Brookwood have some painted areas (such as trim and wood siding areas). While this falls under the CCR’s no attempt will be made to control painting activities in cases where the Owner is repainting with the same color as originally used. If the Owner wishes to paint an area that has not been previously painted or wishes to change the color, approval by the ARC will be required. Owners may change the paint used on their home if it falls within the established color scheme or band originally used to paint the homes in Brookwood and is approved by the ARC as compatible with both the individual home and the neighborhood. Applications to paint an area that have not been previously painted or to change the color, MUST include at least two (2) color samples or paint chips and a reasonable color photograph displaying the home’s brick color.

Colors selected to paint the wood, trim, shutters and gutter areas of homes and garages will be limited. Owners may choose to repaint using the same color as applied during initial construction. Shutters may be painted in a contrasting color if, it falls within the established color scheme or band originally used to paint the homes in Brookwood and approved by the ARC as compatible with the neighborhood. Colors chosen for trim and gutters are not intended to "outline" the structure and any color that does so will not be approved.

Breezeway improvements may be painted the same color as the predominant paint color of the home, and if painted must be maintained in good condition. Proper maintenance will be enforced. Perimeter fences shall not be painted.
Trellis structures attached to the main residence must either be painted the same color as the predominant paint color home or remain natural. In either case, such improvements must be maintained in good condition.

Brick painting is not permitted.

**Entrance Doors FRONT:** The entrance door(s) at the front of the residence must be stained and maintained at or near the original wood stain color, painted to match the original wood stain color, or painted one of the following Sherwin Williams or approved equivalent colors: “Black”, SW 2927- Weather Vane; “Dark Brown”, SW 2737- Blackthorn; "Dark Green", SW 6195- Rock Garden; or “Dark Red”, SW 2713- Firebrick. Doors are to be properly maintained prior to cracking whenever the effects of the weather (sun, rain, etc., are evident. Only storm doors that are “full view” (glass inside frame with no cross members or ornamental works) are permitted on front entrance doors.

**Entrance Doors REAR, SIDE, GARAGE:** The entrance doors at the rear and sides of the residence and garage are to be painted the exterior color of the house and are to be properly maintained. Storm doors or screened doors are permitted on the rear door(s) of the residence.

**PLAY HOUSES:** (Article IX, Section 5, 8, 11)

Only one (1) play house not exceeding 100 square foot in area and eight (8) feet in height measured from the ground shall be permitted on a lot. Play houses are constructed generally of wood and shingles. The standard type/quality and color of the materials used in the construction play house shall be harmonious with those of the main residence. No exterior portion of such a structure shall be made of metal, fiberglass, or corrugated tin. The play house shall be located in the rear portion of the lot, but should not be located on a utility easement. The play house must also conform to the building front and side setback restrictions. No such structures shall impede drainage from the lot or cause water to flow onto an adjacent lot.

**PLAY STRUCTURES and EQUIPMENT (SWING SETS, ETC.)**: (Article IX, Section 5, 8, 11) (Revision Approved- 1/13/03)

For the purpose of these guidelines, a children’s play structure shall mean any type of play set, climbing structure, play fort, slide or swing set shall be restricted to the fenced portion of the lot. The play structure shall not exceed eight (8’) feet in height, except an attached shade covering for the pay structure may be a maximum of twelve (12’) feet in height from the ground. There shall be NO EXCEPTIONS to the twelve (12’) feet height limitations. Play structures shall be located a minimum of eight feet (8’) from all property lines. No play structure shall be located on a utility casement. Deck space shall be permitted to be no more than fifty (50’) square feet. Only one (1) shade cover shall be permitted per play structure, and such shade covers are limited to no greater than twenty-five (25’) square feet. The covering shall be a forest green tarp or wood. The covering used must be kept in like new condition or must be removed. All homeowners shall be required to sign a contract agreeing to maintain the covering before ACC approval will be issued. Winds socks streamers, and/or flags attached to the play structure are not permitted.
POOLS, DECKS, ARBORS/PATIO COVERS and GAZEBOS:  (Article IX, Section 2, 4, 5, 11)  
(Revision Approved- 04/10/00)

a) In general, in-ground pools, ground-level decks and ground-level patio coverings an acceptable so long as they: do not have decks higher than two (2’) feet above ground level, are made of approved materials, and are constructed in a manner that will not impede drainage or divert water to an adjacent lot. Spas are acceptable as long as accompanying decking does not exceed two (2’) feet in height from ground level.

Above Ground pools are NOT permitted.

b) Covered Structures (trellises, sun shades, arbors, gazebos and patio covers):

Trellises, arbors, sun shades, gazebos, patio coverings and similar structures are acceptable so long as they are made of approved construction materials (see page 16) do not exceed eight (8’) feet in height, and do not exceed 100 square feet in roof area. Shingles, compatible to existing residence roof or wood trelliswork will be considered.

If one (1) full side of the covered structure is permanently attached to the house (not the garage), the structure may exceed the eight (8) foot height limitation and the square feet limitation, but must be attached below the eaves of the house.

Stand alone covered structures that are an integral part of a deck may be constructed with a height limitation measured from the most advantageous position for the owner. This situation will exist only in such cases as a sloping ground lie, which results in a structure to be built that exceeds the height limitation where it stands, but is (by appearance and materials) an integral part of the decking structure.

c) Other covered structures that provide shade and/or shelter made of canvas, nylon, or other fiber material are not acceptable if over six (6) feet in height. The exception to this ruling is that they may be used for very brief periods (not to exceed two (2) days) for special events, but may only be used in the fenced portion of the lot. These include tents, awnings, canvas gazebos, etc.

REPAIRS, QUALITY OF:  (Article IX, Section 2)

From time to time, homeowners will be required to make repairs to portions of their property that may be damaged or deteriorated. This includes such items as curbs, sidewalks, porches fences, etc. Repairs are required to be of equal or better quality than original construction and of the same type. While there is no specific requirement for the Owner to apply to the ARC for such an in kind repair, the quality of such work may come under the scope of the ARC’S responsibilities if the repair is done in such a way as, in the ARC’S opinion, to detract from the appearance of the neighborhood.
**ROOFING:** (Article IX, Section 22)

Roofing materials must be composition shingles having a minimum weight classification of 320 pounds per square, be comparable in surface textural appearance to wood shingles, and be the color of Elk Prestique II- "weathered wood" or an approved equivalent. Any other type roofing materials shall be permitted only at the sole discretion and granting of a variance by the BCA Board of Directors.

**SECURITY ITEMS:** (Article VI, Section 1)

Burglar bars may be permitted if installed on the inside of the windows.

Security/wrought iron entrance gates may be installed, but must be permanently attached to the existing residential structure. The gate must be black in color and non-ornamental.

Alarm systems are encouraged, but a permit is required by the city of Pasadena. Also, signs displaying monitoring companies are to be located in the windows and are not to be placed in the yard or flower beds.

**SOLAR SCREENS:** (Article VI, Section 1; Article IX, Section 4)

Solar screens must be compatible with the window and home exterior. Acceptable screen colors are: charcoal, dark bronze, and silver-gray. The screens must give the appearance of a window with a closed blind or a dark window where the blind is open. The screen must also cover all parts of the window, not just the arch or the block. Solar screens on all four sides of the house are not required, although if one window on a side of the home is covered then all other windows on that side home must be covered. Long narrow windows (“Side lights”) next to front doors and other windows covered by structures will be considered for exemption from this all windows on a side rule on a case by case basis.

**STORAGE SHEDS:** (Article IX, Section 5, 8, 11)

Only one (1) storage shed not exceeding square foot in area and eight (8) feet in height measured from the ground shall be permitted on a lot. Sheds are constructed generally of wood and shingles. The standard type/quality and color of the materials used in the construction of the shed shall be harmonious with those of the main residence. No exterior portion of such a structure shall be made of metal, fiberglass, or corrugated tin. The shed shall be located in the rear portion of the lot, but should not be located on a utility easement. The shed must also conform to the building front and side setback restrictions. No such structures shall impede drainage from the lot or cause water to flow onto an adjacent lot.

**STORAGE OF VEHICLES/BOATS:** (Article IX, Section 18)

No automobiles, boats, trailers, campers, recreational vehicles, shall be parked or stored permanently or semi-permanently (defined as without movement for 48 hours) on any public street, right-of-way, front yard area or driveways. Any such item or vehicle must be completely screened from public view either within the garage or behind a solid fence.
The intent of this restriction is to prevent the storage in public view of the above described vehicles. Therefore, technical compliance with the restriction by storing the vehicle for the allowed time, taking it away for a short period of time, and then returning it again to its accustomed place is not compliance with the meaning of the restriction and will not be permitted.

**STREET PARKING**: (Article IX, Section 2, 18)

Due to the narrowness of the streets (28 feet), residents are strongly encouraged to refrain from parking resident vehicles on the street. These include all residents including but not limited to: those owned or used by the children, grandparents, live-in commercial vehicles used in the operation of a business are NOT permitted to park on the street or driveway. They are to be parked within the garage. There are no restrictions on the parking of visitor vehicles except those prohibited by state law or Pasadena city ordinance. Any vehicle which is deemed a nuisance or detracts from the overall appearance of the neighborhood will be asked to be moved. Noncompliance may result in the vehicle being towed at owner's expense.

**WEATHER VANES**: (Article VI, Section 1)

Weather vanes will be permitted if they are black metal, stationary, and are mounted on the garage roof. Although most weather vanes have a standard staff unusual height may be cause for rejection.

**WINDOW A/C UNITS**: (Article IX, Section 4)

No single family construction, private garage or any other structure located on the property shall be permitted to have a heating or cooling device located in a window or any other opening which can be viewed from any portion of the Property.

**YARD/LOT/PROPERTY MAINTENANCE**: (Article IX, Section 17, 23)

The ARC cannot stress how important lot maintenance is to the overall appearance of the neighborhood. All properties (yards, common areas, etc. shall be kept at all times in a sanitary, healthful and attractive condition.

The Owner/Occupant of all lots shall keep all weeds and grass thereon cut and neatly maintained, including edging of curb areas. The Owned/Occupant shall in no event use any lot or common area for storage of material and equipment except for normal residential purposes on a lot.

Owner/Occupant shall allow the accumulation of garbage, trash or rubbish on any lot or common area. No Owner/Occupant shall bum any garbage, trash or rubbish of any kind thereon.

A properly maintained composting bin which is screened from public view and does not exceed 25 square foot in area or six (6) feet in height is permitted
Enforcement: If Owner/Occupant of any lot fails to comply with the above; ten (10) days after written notice. the Association may without liability to Owner/Occupant in trespass or otherwise, enter upon said lot and do what is necessary to place said lot in neat attractive. Healthful and sanitary condition. The Owner/Occupant may be charged for this work by the Brookwood Community Association. Failure of Owner/Occupant to pay such statement immediately upon receipt shall result in a vendor's or contractual lien being filed by the BCA.

YARD ORNAMENTS, FIXTURES and FURNITURE: (Article IX, Section 2, 4, 15, 16)

All lawn ornaments, installed outside of the fenced portion of the property, whether temporary or permanent, will conform to the general restrictions of the CCR’s. This includes the foot height limit, the prohibition of certain materials (such as plastic) and the limits to reasonably subdued earth-tone colors compatible with the neighborhood.

Any and all items kept for prolonged periods anywhere outside of the house are covered by the CCR’s. It does not matter whether they are permanently installed by being cemented or otherwise fixed, into the ground or just maintained on top of the ground or on porches. The following guidelines will apply:

a) Items on Porches: Items kept on porches such as furniture and planters will not require ARC approval unless a complaint is received. These items must be kept in the same condition as is required of the home and land as specified in the CCR’s.

b) Items in Enclosed Yards: The intent of the ARC is to permit the greatest possible flexibility for use of improvements in enclosed yards. In general, items of six (6) feet or less in height, of a temporary or mobile nature and kept within the confines of the fenced yard area will not require written approval. It will not matter whether the item(s) is visible from the street or an adjoining property as in the case of items behind wrought iron breezeways and gates. These items include pool furniture children's play toys, tables, chairs and umbrellas. These items are seldom installed or kept on a permanent basis. Also included are equipment such as grills, smokers, cookers condensing units, pool pumps and heaters and other such appliances and items such as wood piles, garbage cans and clotheslines which must be shielded from public view by adequate planting or fencing.

c) Front Yard and Visible Side Yard Items: Those items kept permanently, or for prolonged periods, outside the fenced area of the property will receive the closest attention from the ARC because of their greater visibility but will not require written approval unless a complaint is received. Such items include decorations, statues, bird baths and other lawn ornaments. Other items must meet the following requirements to be acceptable:

- Lighting fixtures, gas or electric, must not exceed eight (8) feet in height.
- Park benches may be made of any combination of natural wood, wrought iron, brick, stone or concrete.
- Planters may be made of any combination of natural wood wrought iron, brick, stone, clay, pottery or concrete.
• Condensing units, pool equipment and other such items must be shielded from public view by adequate planting or fencing.

YARD SIGNS, ADVERTISEMENTS and BILLBOARDS: (Article IX, Section 19)
(Revision Approved- 7/18/94)

No sign, advertisement, billboard or advertising structure of my kind shall be displayed to the public view on any portion of a Lot except for one sign for each Lot of not more than twenty-eight (28) inches by thirty-eight (38) inches solely advertising the Lot for sale or rent. Security signs are to be located in the front windows and are NOT to be placed in the yard or flower beds. Contractor signs advertising work being performed on a residence is not permitted. These include, but are not limited to: general contractors, remodeling contractors, pool landscaping, decking, painting, lighting or other individuals who might be contracted to perform services for residents in the community. The use of utility poles, traffic sign supports, and mail box clusters for the posting and/or display of announcements, sales, lost and found, and other notices are prohibited.

Signs for community service notifications may be placed only at the entrances to the subdivision to announce activities or events. The organization must receive Board approval prior to placing the sign. Signs can be placed two (2) days before the event and must be removed the day after the event. Signs cannot exceed a size of two (2) feet by two (2) feet and must be durable in nature. The Board reserves the right to reject any inappropriate signs for reasons of content or construction.

NOTE: Poster board nailed to a wooden stake is not appropriate.

Birth announcement signs may be placed in the window for a reasonable period of time not to exceed two (2) weeks from the date of the event. Party (birthday, shower, weddings, etc.) and school and other event announcement signs may be placed in the yard no sooner than two (2) days before the event and must be removed no later than one (1) day after the event. Garage sale signs are permitted to be displayed in the yard of the sale only on the day of the sale and must be removed immediately after the sale. School activity spirit signs (volleyball team, basketball team, etc.) are to be located in the flower bed area within five (5) feet of the main residential structure and to be permitted for no longer than thirty (30) days during the season of the activity. The signs must meet the same requirements as other signage with respect to size and materials of construction.

The Board shall have the right to remove any signs, advertisement or billboard or structure which is placed in violation of this section.

EXCEPTIONS: (Article VI, Section 1; Article IX, Section 6)

Exceptions to these guidelines and/or the CCR’s will be made in exceptional and unusual cases to accommodate Federal, State, and Local laws. An example would be to permit a structure that does not conform to be built for the special needs of a handicapped resident.

In all cases, the Owner will be granted the variance on a temporary basis for only that period in which the handicapped person resides in the home. An agreed notice of noncompliance will be required to be filed in the deed records of Harris County at the Owner’s expense. When the property is sold or transferred, the property must be brought into compliance.
Exceptions will not be made for reasons of economic convenience or hardship (other than handicap), to accommodate recreation activities or for reasons of individual taste, appearance, or beautification.
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<td>Soil- Removal</td>
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