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**CERTIFICATE AND MEMORANDUM OF RECORDING OF
DEDICATORY INSTRUMENTS FOR
BROOKSTONE ESTATES HOMEOWNERS' ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

The undersigned, as attorney for the Brookstone Estates Homeowners' Association, Inc., for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instrument affecting the owners of property described on Exhibit "B" attached hereto (the "*Property*"), hereby states that the dedicatory instrument attached hereto is a true and correct copy of the following:

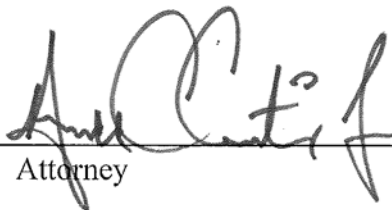
- (a) ***Brookstone Estates Homeowners' Association, Inc. - Community Policies*** (Exhibit "A").

All persons or entities holding an interest in and to any portion of Property are subject to the foregoing dedicatory instrument until amended by the Board of Directors.

IN WITNESS WHEREOF, the Brookstone Estates Homeowners' Association, Inc., has caused this Certificate and Memorandum of Recording of Dedicatory Instruments to be filed with the office of the Tarrant County Clerk, and shall serve to replace those dedicatory instruments recorded as Instrument No. 212022157 and Instrument No. D212214373 in the Official Public

Records of Tarrant County, Texas, but shall serve to supplement that certain Brookstone Estates Homeowners' Association First Amended and Restated Rules and Regulations, Architectural and Landscape Guidelines, and Bylaws, filed on April 1, 2011, and recorded as Instrument No. 211076077 in the Official Public Records of Tarrant County, Texas.

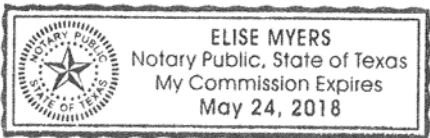
**BROOKSTONE ESTATES
HOMEOWNERS' ASSOCIATION, INC.**

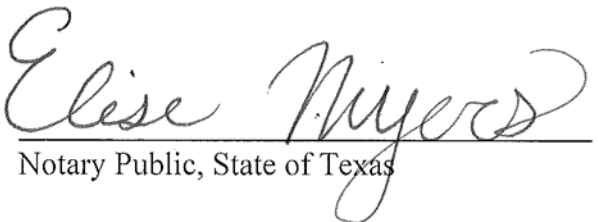
By: 
Its: Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Judd A. Austin, Jr., attorney for the Brookstone Estates Homeowners' Association, Inc., known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 10th day of September, 2014.




Notary Public, State of Texas

BROOKSTONE ESTATES HOMEOWNERS' ASSOCIATION, INC.

COMMUNITY POLICIES

STATE OF TEXAS §

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF TARRANT §

WHEREAS the Brookstone Estates Homeowners Association, Inc. is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Brookstone Estate Addition, filed on May 24, 2010, and recorded as Document No. 210122240 in the Official Public Records of Tarrant County, Texas (referred to collectively as the "Declaration"); and

WHEREAS the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance in that regard, it is appropriate for the Association to adopt rules, regulations or guidelines implementing the Declaration within the community.

NOW, THEREFORE, the Board has duly adopted the following Community Policies within the community:

**INFORMATION GUIDE
&
COMMUNITY POLICIES**

FOR

**BROOKSTONE ESTATES
HOMEOWNERS' ASSOCIATION, INC.**

Brookstone Estates Homeowners' Association, Inc.

Information Guide and Community Policies

(Revised by the Brookstone Estates HOA Board of Directors on July 8, 2014)

Revision History

The following is a list of community policy additions, amendments and changes since last filed with the Tarrant County Clerk. Under the Declaration Article 5.07 (a) the Board is granted authority to, “to adopt rules and regulations to implement [the] Declaration and the Association’s bylaws.” These community policies seek to fulfill the Declaration requirements and may be “promulgated, modified, and/or rescinded at the discretion of the Homeowners Association Board of Directors; however, Association Rules may not conflict with the Declaration and may not impose restrictions upon homeowners that are above and beyond those imposed by the Declaration” (Cagle, 2013). The Community Policies are the lowest of the hierarchical Governing Documents which include:

- Public Law (Federal, State, and local)
- The Declaration of Covenants, Conditions, and Restrictions (CC&R’s)
- Certificate of Formation
- Bylaws
- Community Policies – Guidelines, rules, polices, and/or practices of the Homeowners Association

Section	Change Type	Note	Date of change approved by the Board
HOA General Community Information	Delete/Update/Remove	Removed all general community information and inserted references to community and city websites. Added new HOA manager information	July 8, 2014
ACC Procedures	Revision	Updated HOA Manager Information and location of the new Property Modification Request	July 8, 2014
ACC Procedures	Addition	Add amnesty provision for violations	Voted on April 2014; approved for this document July 8, 2014; Lawyer reviewed & finalized 9/3/2014.
Association Dues	Revision	Updated management company information	July 8, 2014
Awnings, Pergolas, Three-season Rooms &	Addition	New section to address this type of structure	July 8, 2014

Community Policies of the Brookstone Estates Homeowners’ Association, Inc.

Patio Covers			
Basketball Goals	Revision	Location & maintenance	July 8, 2014
Fencing	Addition	Address metal and vinyl fencing	July 8, 2014
Flag Guidelines	Revision	Allowance for 4x6, school spirit, and US Historical Flags	July 8, 2014
Parking/Driveways	Revision	Wood fencing, allowance for concealed property	July 8, 2014
Signage	Revision	Allowance for school spirit and student recognition signs	July 8, 2014
Storage Buildings/Sheds	Revision	Allowance for prefab wood sheds with – proper maintenance requirement and change “must” to “should” with regard to brick	July 8, 2014
Storage of Automobiles	Revision	Allowance for storage with conditions	July 8, 2014
Variance Request	Addition	Variance from written policies in this document may be granted only by unanimous consent.	August 12, 2014

Lawyer Review

September 3, 2014

Judd A. Austin, Jr

Henry – Oddo- Austin – Fletcher

Document Update Notes

The change history tracking of this document may be viewed in Microsoft Word here:

<https://onedrive.live.com/redirect?resid=E194322FA889656914483&authkey=!APhG2axzijZ1eqE&ithint=file%2cdocx>

The last document filed with the Tarrant County may be viewed on our community website:

<http://BrookstoneEstates.org>

ASSOCIATION GENERAL INFORMATION

The Brookstone Estates Homeowners Association is pleased that you have chosen to become a part of our community. We understand this may be your first experience living in a homeowners association, so we want to make all best efforts to help you understand and appreciate everyone's investment in Brookstone Estates. This document has two primary purposes; the first is to provide you with the governing policies of Brookstone Estates and the second is to ensure that you become a valuable part of the communication lines that are essential between all residents, the Board of Directors and the Association Manager of Brookstone Estates Homeowners' Association, Inc.

To accomplish these goals, we must start with the creation of the community which is defined and regulated by the Amended and Restated Declaration of Restrictions, Covenants and Conditions of Brookstone Estates Addition located in Kennedale, Tarrant County, Texas filed of record with the Tarrant County Clerk on May 24, 2010 (the "Declaration"), and the Bylaws of Brookstone Estates Homeowners' Association, Inc. The Declaration and Bylaws apply to everyone who purchases a lot within the Brookstone Estates Development and outlines the obligations of the association, members and residents and governs all activities within the community. It is vital that every owner/resident reviews and understands these documents because they are structured to govern everyone.

In addition to the provisions of the Declaration and Bylaws, the Declarant and Board of Directors have initiated these Community Policies to assist the Board and the Association Manager with the enforcement of the Declaration and achieving the association goals. Many provisions contained within the Community Policies are included in the Declaration, but are repeated within this policy for special emphasis.

The goals of the Brookstone Estates Homeowners' Association, Inc. are primarily to:

1. Establish maintenance standards and maintenance systems to safeguard the value of the investment of all owners/members of the association by insuring that the value of individual homes will escalate at the maximum appreciation rate.
2. Provide to all residents including owners/members or those who lease their home, a "structured" community atmosphere with a "quality of life" that everyone can appreciate and enjoy.
3. Maintain the physical soundness and cosmetic appearance of the community.
4. Promote homeowner participation and input to ensure that the policies of the association serve the needs and welfare of the community.
5. Provide maximum enjoyment of the common areas with minimum effort and conflict via coordinating all phases of ownership into one smoothly operating entity.

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HOA COMMUNITY INFORMATION

Community Information

General Community information is accessible on our community website:

BrookstoneEstates.org

Additional resident only information can be found on our resident only private portal hosted by our management company RealManage”

RealManage.com/residentportal

Brookstone Estates is located in the City of Kennedale, TX; city information can be accessed at”

CityofKennedale.com

Association Manager Information

RealManage –Dallas

email: BROESTAT@ciramail.com

web: RealManage.com

office: (866) 473-2573

hours: Monday – Friday 7:30am – 7:00pm

ASSOCIATION COMMITTEES and CLUBS

One of the most important elements of creating a “quality community”, and one that shows the owners take pride in their homes, is to get involved and assist their neighbors, the Board, and the Association Manager any way they can. You can play an important role to help ensure a “quality of life” within the community that everyone can enjoy. Working on a committee will also help you to become better acquainted with your neighbors. The following provides the name and general purpose of Committees that may exist or may be formed in the future. There are other Committee options depending on the needs of the community and interest of the owners.

The Association’s Board of Directors appoints all committee chairpersons from owners who wish to participate with other owners who wish to do so serving as members. Committees typically meet together from time to time as needed to discuss their area of responsibility. If improvements are identified as needed, the committee chairperson presents this information to the Board for consideration. In this regard, the Board of Directors controls all activities within the association but this is done with the assistance and input of owners and/or residents of the community.

Architectural Control Committee (or ACC):

The members of the Architectural Control Committee are appointed by the owner elected Board of Directors. The Architectural Control Committee reviews homebuilder’s plans for new construction and/or development of each lot. The Architectural Control Committee also reviews requests for additions or changes to existing structures and/or developed lots to ensure that all improvements conform to the Declaration, Bylaws and Community Policies and are equal to/or exceeding established standards. Such changes must also blend with other improvements within the community.

Bylaws Committee:

Reviews the Association’s Bylaws and/or Declaration and/or Community Policies and makes recommendations to the Board of any additions, deletions or changes.

Community or Crime Watch:

Oversees, and is alerted of any actual or potential criminal activity within the community. This committee works closely with local law enforcement agencies in helping educate owners and residents regarding their individual responsibilities in crime prevention and what to do in the event suspicious activity is observed or if an emergency occurs. Every resident within the community has the responsibility to stay alert, record license plate numbers or personal descriptions (if needed) and notify the proper authorities (**911**) and the Association Manager if suspicious activity is observed.

Landscaping:

Reviews and makes recommendations to the Board for the care and/or improvement of association common areas. This Committee may also participate in making actual improvements to the common areas with the planting of shrubs, flowers, etc. (upon approval by the Board).

Newsletter/Publisher/Communications:

May prepare, print and distribute an association newsletter on an as-needed basis (typically once each quarter). Also, may prepare or assist in preparing a master list (or community roster) of Association members and/or residents names, address, telephone number and e-mail address for distribution to all owners and residents.

Social:

Plans association social activities throughout the year such as picnics, National Night Out community activities and/or any other worthwhile activities that may assist owners and residents in getting to know each other better or...just for fun.

Welcoming and/or Hospitality & Concerns:

Typically, will meet and greet new owners/residents who move into the community. This committee also may be alert to any individual owner or resident experiencing a crisis situation where their neighbors may provide assistance if needed (i.e.: illness, death, etc.).

Clubs:

Neighbors and friends with "common interests" come together and participate in the activities they enjoy. Participating in a club is an excellent way to get to know your neighbors and to share your experiences and talents with them. The types of clubs are unlimited but those that most often exist within a community may be as follows:

Dinner Club (where members venture out together and "experience" a new restaurant once a month or as often as they would like), **Gourmet Club** (members meet once a month in each others' homes and each brings a dish consistent with that month's theme; Italian, French, Tai, etc.), **Bridge Club** (or other card, dominoes and other types of games with participants visiting from time to time to "fine tune" their skills and visit with their friends), **Sewing or Crafts Club** (whether it be quilting or making special items to be given to their friends at Christmas or other special occasions, this type of club can be very rewarding and entertaining).

HOA COMMUNITY POLICIES

Community Polices

Subjects are listed and described in alphabetical order. If you do not have a copy of the Declaration or the Bylaws of the Association, contact the Association Manager and one will be provided to you.

Animal Policy (pets)

Subject to the Declaration and/or City Ordinances, no animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that a reasonable number of dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose. Owners of pets are responsible for their actions. They shall be under control at all times so as not to bother, endanger, or be a nuisance to animals or persons. Animal owners must immediately pick up animal feces anywhere on the common area and/or other lots and dispose of waste accordingly. In accordance with the City Ordinances, a person commits an offense if they fail to keep an animal they own from "being at large". "Animals" are defined as any member of the animal kingdom other than Homosapiens. "At large" shall mean:

On any Lot and/or Common Property. - Any animal not confined to the lot by some physical means of sufficient height, strength, length and/or manner of construction to preclude the animal from leaving the lot.

- a) *Off Premises of Owner* - Any animal which is not physically and continually restrained by some person by means of a leash or chain of proper strength and length that precludes the animal from making any unsolicited contact with any person, their clothing and/or their property.
- b) Provided, however, that any animal confined within a cage, automobile or other vehicle of its owner shall not be deemed at large.

Dog houses should be compatible with the applicant's house in color and material, and should be located where they will be visually unobtrusive such as in rear yards or in wooded areas. Chain link fences for dog runs will be considered if erected inside privacy fencing, painted to match the background, softened by supplemental landscaping, well-screened in a wooded area, and combinations of the above.

Animals must be properly vaccinated according to City Ordinances, and have a proper tag with the pet owner's name and phone number for identification. Animal owners are solely responsible for any damage caused by their animals. An animal found on common property unattended is subject to being picked up by City Animal Control.

Architectural Control Committee Procedures ---

Two identical sets of requested changes that include drawings detailing any structural modification finished exterior and/or interior views and materials and finish coatings to be used on the completed project are to be submitted for approval no less than sixty (60) days in advance of the projected start date. These items are to be directed to the Brookstone Estates Homeowners' Association, Inc. in care of the Association Manager using the "**Property Modification Request**" form available through the RealManage.com community portal or the BrookstoneEstates.org website. Proof of delivery of owners' request may be required.

The Association Manager will direct the request to the Architectural Control Committee for review. In the event any information is to be clarified, the owner will be contacted and such information requested. Although it normally will not be needed, the Architectural Control Committee reserves the right to request the expert opinion of a professional third party, at the owner's expense, to determine appropriateness of proposed construction methods for the proposed structure, and for proper permits to be obtained from the City before approval is granted. The Architectural Control Committee also reserves the right to require that the approved work be completed in no more than ninety (90) days (unless an extension is approved by the ACC) and/or for the work to be done at the owner's expense, by a professional third party at selected phases of construction. If the Architectural Control Committee fails to approve or disapprove a "written request" made by owner within sixty (60) days of submission, and owner has not been contacted to the contrary, owner's request is assumed approved. Every effort will be made however; to review each request made on a timely basis and the owner contacted in writing regarding the decision of the Architectural Control Committee. If approval is not obtained, the association has the right to remove any additions to the property at the owner's expense. Prior notice will be given before removal of adjustments or additions are made.

There are numerous exterior modifications which are of a smaller scale however all modifications require approval. Consideration must also be given to impact on neighboring properties. Please download the form located in the RealManage.com resident portal or from our community website at BrookstoneEstates.org/documents.php.

Amnesty

On April 8, 2014, the Board of Directors voted to waive any major ACC violations that occurred during the initial construction phase of the Brookstone Estates subdivision. Property Modifications made without ACC approval between 2005 and October 2013 - under the watch of the Builder Board of Directors - will not be subject to fines or forced alterations unless improvement in violation needs to be substantially repaired or replaced subsequent to October 2013. Other violations including unkempt landscaping and window treatments, which are easily alterable, or violate the state governed Deed Restrictions and Bylaws, do not fall under this waiver. If an Association Member is cited for an ACC violation that occurred prior to October 2013, the burden of proof falls on the Association Member to demonstrate that the violation first occurred prior to October 2013. Acceptable forms of proof include purchase receipts, contracts, time/date stamp photos, and/or statements from other Association Members confirming that the Property Modification was made prior to the October 2013 amnesty date. If an Association Member cannot furnish the necessary proof, the modification will be subject to the current ACC rules thereby requiring the Association Member to submit a completed ACC form for review. In the event the modification is not approved by the ACC, the Association Member, following notice and opportunity for a hearing may be subject to the \$250 FINE FOR COMPLETING THE MODIFICATION WITHOUT ACC APPROVAL.

Association Dues

Unless modified by the Board of Directors, annual dues are to be paid by each lot on July 1st of each year. Notices will be provided approximately thirty (30) days prior to the due date. Payments may be made by check or money order and mailed and/or hand delivered as follows:

Brookstone Estates
c/o RealManage
2633 McKinney Ave #130-502
Dallas, TX 75204-2581

Most banks also provide their customers with a service of setting up automatic payments with the bank forwarding a check payable and mailed to the HOA at the address above. Contact your personal bank for more information.

On-line payments may also be made by going to <http://www.realmanage.com/ResidentPortal> and clicking on **Pay Dues On-Line**.

Attic Ventilators

Attic ventilators or other mechanical apparatus requiring penetration of the roof should be as small in size as functionally possible and should be painted to match the roof. They should be located generally on the least visible side of the roof and not extend above the ridge line.

Auto Maintenance

Emergency auto repair or infrequent scheduled maintenance performed in the driveway is acceptable. However, constant or very frequent work on one or more autos is considered a health and environmental nuisance and will not be permitted.

Awnings, Pergolas, Three-season Rooms & Patio Covers:

Materials and color should match or generally be compatible with the house in materials, i.e. brick homes with wood/composite siding should incorporate brick or wood/composite construction. In most instances, this includes matching major materials such as siding and roofing, dominant colors, construction details such as trim, and pitch of roof.

An awning, pergola, three-season room, or patio cover located away from the house should blend with nature and muted earth tones are best. Permanent or semi-permanent vinyl or metal awnings, pergolas, three-season rooms and patio covers will not be approved.

Basketball Goals, Recreation and Play Equipment

Basketball goals are allowed provided they have clear Plexiglas backboards and black poles and may be installed and only with prior written approval of the ACC. Temporary or portable basketball goals may

Community Policies of the Brookstone Estates Homeowners' Association, Inc.

be placed on a lot only with prior written approval of the ACC. Goals may not be attached in any manner to any part of the house or garage. All goals must be maintained and must not be allowed to be in a state of disrepair. Permanent, unused, unmaintained goals must be repaired or completely removed from the property within ten days (10) of notification. Portable goals may not be stored in or on any non-paved area in the front or side yard.

Equipment utilizing natural materials is encouraged, metal play equipment, exclusive of the wearing surfaces (slide poles, climbing rungs, etc.) will not be approved.

Burning

Except within fireplaces inside the dwelling and for outdoor cooking, utilizing equipment designed for that purpose, no burning of anything is permitted anywhere within the community.

Businesses

No professional, business, or commercial activity to which the general public is invited shall be conducted on any LOT or dwelling. No activity, whether for profit or not, shall be conducted which is or may become an annoyance or nuisance to the neighborhood. Any such business activity however, must comply with City Ordinances.

Collection Policy and Procedures-

The payment of association dues and/or other assessments are essential for the performance of activities and responsibilities of the association. These dues must be paid on or before the due date as noted on a statement that the Association Manager will mail to each owner's address of record. As a courtesy, a notice will be mailed to each owner indicating the amount due approximately 30 days before the due date.

Assessments or dues are due on July 1st of each year (or as amended and filed of record by the Board) and may be paid with a check or money order that is mailed (or delivered) to the Association Manager. When making a payment, be sure to provide your lot address and/or your account number (as it appears on the statement) so that proper credit can be given. Payments from owners shall be applied to the owner's debt in accordance with State law. If owner writes a check and is returned by the bank marked insufficient funds, an NSF fee of \$30.00 will be applied to the owner's account.

In the Event any Assessment or Dues Payment becomes 20 Days Delinquent:

If the past due amount is \$10.00 or more, a delinquency notice will be sent to the owner and a \$25.00 late fee (or as amended and filed of record by the Board) will be charged to the owner's account, with an additional late fee added each 30-day period that the delinquency continues. Interest at the rate of 18% per annum on the delinquent amount may also be charged. Notification of the delinquency, as well as the amount of late fee charged (if any) will be provided by mail forwarded to the owner's address of record.

In the Event any Assessment or Dues Payment Becomes 50 days Delinquent:

The Association will send a final notice via certified mail to the owner's address of record to give owner one last opportunity to pay the balance in full before the account is turned over to the association's attorney for further legal collection efforts with all legal costs necessary to collect the debt being added to the owner's account. Additionally, owner will be given an opportunity for a payment plan.

If the Association is forced to turn your account over to an attorney for collection efforts, the following will give you an idea of what it will cost you. All costs are approximate.

Demand letter	\$125.00	
Title Report	\$100.00	
Letter to holders	of an inferior lien	\$150.00 each
File lien	\$150.00	
Begin expedited foreclosure – file suit	\$750.00 and up	
Court appearance	\$500.00 and up	
Notice of foreclosure	\$200.00	
Foreclosure action	\$500.00 and up	
Approximate legal costs	\$2,475.00 and up	

In addition to the legal costs listed above, a collection fee of \$10.00 and the \$25.00 late fee (or as amended and filed of record by the Board) will be added each and every month that a balance remains due.

**PAY YOUR DUES ON TIME OR IT COULD COST YOU
BIG BUCKS!**

In the Event any Assessment or Dues Payment Becomes 80 days Delinquent:

The association will cause the association's attorney to send a demand letter and file a lien on the owner's lot, with the association proceeding to foreclose on their lien in accordance with State law. Once an account is turned over to the association's attorney for legal proceedings, a collection fee will be added to the owner's account monthly until paid in full.

Attorney fees, collection fees and/or any other expenses necessary to file a lien and/or to foreclose on a lot will be assessed against the lot, with the owner of that lot being responsible for payment.

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

Community Policies of the Brookstone Estates Homeowners' Association, Inc.

Payment Plans

1. Owners are entitled to make partial payments for amounts owed to the Association under a Payment Plan in compliance with this Policy.
2. Late fees, penalties and delinquent collection related fees will not be added to the owner's account while the Payment Plan is active. The Association may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and may change from time-to-time. Interest will continue to accrue during a Payment Plan as allowed under the Declaration. The Association can provide an estimate of the amount of interest that will accrue under any proposed plan.
3. All Payment Plans must be in writing on the form provided by the Association.
4. The Payment Plan becomes effective and is designated as "active" upon:
 - a. receipt of a fully completed and signed Payment Plan form;
 - b. acceptance by the Association as compliant with this Policy ; and
 - c. receipt of the first payment under the plan .
5. A Payment Plan may be as short as three (3) months and as long as eighteen (18) months based on the guidelines below. The durations listed below are provided as guidelines to assist owners in submitting a Payment Plan.
 - a. Total balance up to 2 times annual assessment ... up to 6 months
 - b. Total balance up to 3 times annual assessment ... up to 12 months
 - c. Total balance greater than 3 times annual assessment ... up to 18 months
6. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus the estimated accrued interest. Payment Plan amount varies dependent on outstanding obligation, from \$100.00 to \$180.00.
7. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
8. If an owner fails to make payments as specified in the Payment Plan, the payment plan will be terminated. The Association will provide written notice to the owner that the Payment Plan has been terminated. A Payment Plan will be terminated if the owner:
 - a. misses a payment due in a calendar month;
 - b. makes a payment for less than the agreed upon amount; or
 - c. fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.

9. On a case-by-case basis, the Association may agree, but has no obligation, to reinstate a Payment Plan that has been terminated if all missed payments are made up at the time the owner submits a written request for reinstatement.
10. If a Payment Plan is terminated, the Association will resume the process for collecting amounts owed using all remedies available under the Declarations and the law.
11. The Association has no obligation to accept a Payment Plan from any owner who has defaulted on the terms of a Payment Plan within the last two (2) years.

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

Common Property

Common property is owned by and is for the use and enjoyment of all owners and/or residents. All common area walkways, streets and entrances are to be kept free and unobstructed at all times and may not be used for any purpose other than entry and exit or for the purpose intended. Owners and residents, including their families and guests may not use any portion of the common area as play areas. **For reasons of personal safety, use extreme caution when using skates, roller blades, skateboards and other similar recreational items.** There is to be no planting or gardening on common property and these areas are not to be tilled, gardened, planted or altered in any way. Also, no personal articles may be placed or stored on any portion of common property. Any items found on any portion of the common property may be removed by the association without notice. Any damage caused to common property by any owner and/or resident, their family and/or guests will be corrected at the expense of the responsible owner. In the event proper repairs are not made within a reasonable period of time after notice has been given to the owner, the association reserves the right to make the repairs needed.

Construction and/or Modification of Dwellings or Other Structures

It is not the intent to prohibit or discourage owners or residents from protecting or improving their property. Certain provisions are necessary to protect the physical and visual integrity of all buildings within the Brookstone Estates Community. All dwellings and lots are to be maintained in order for the appearance not to be unsightly. Buildings, fences, walls or other structures shall not be constructed, erected or maintained upon any lot, nor shall any exterior addition or change or alteration to the existing dwelling, such as patio covers etc., be made unless approved by the ACC. This includes color of fencing materials. No change may be made to the exterior of any dwelling within the common property without the prior written approval of the ACC. Modifications include, but are not necessarily limited to any decorations, painting, repair or replacement of roofs or exterior surfaces. Exterior maintenance does not include glass surfaces, windows, door fixtures and hardware, air conditioning equipment or any owner or resident's personal landscaping. This includes any improvements to the lot that may interfere with the established drainage pattern over any part of the property.

Display of Certain Religious Items

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

1. Individually or in combination with each other, the items at any entry may not exceed 25 square inches total in size.
2. The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame.
3. To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed religious items may not:
 - a. threaten public health or safety; or
 - b. violate any law; or
 - c. contain language, graphics or any display that is patently offensive to a passerby.
4. Approval from the Architectural Control Committee ("ACC") is not required for displaying religious items in compliance with these guidelines.
5. As provided by Section 202.018 of the Texas Property Code, the Association may remove any items displayed in violation of these guidelines.

Document Retention Policy

1. Association Documents may be maintained in paper format or in an electronic format which can be readily transferred to paper.
2. Association Documents shall be retained for the durations listed below:
 - a. certificate of formation or articles of incorporation, bylaws, restrictive covenants, other dedicatory instruments and any amendments to same shall be retained permanently; and
 - b. financial books and records, including annual budgets, reserve studies, monthly financial statements and bank statements, shall be retained for seven (7) years (for example, the July 2011 financial statements shall be retained until July 31, 2018); and
 - c. account records of current owners shall be retained for five (5) years (for example, invoice, payment and adjustment records on an owner's account with a transaction date of 08/15/2011 will be retained until 08/15/2016 subject to section (d) below); and
 - d. account records of former owners shall be retained as a courtesy to that former owner for one (1) year after they no longer have an ownership interest in the property; and

- e. contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term (for example, a contract expiring on 06/30/2011 and not extended by amendment must be retained until 06/30/2015); and
 - f. minutes of meetings of the owners and the Board shall be retained for seven (7) years after the date of the meeting (for example, minutes from a 07/20/2011 board meeting must be retained until 07/20/2018); and
 - g. tax returns and CPA audit records shall be retained for seven (7) years after the last date of the return or audit year (for example, a tax return for the calendar year 2011 shall be retained until 12/31/2018); and
 - h. decisions of the Architectural Control Committee (“ACC”) or Board regarding applications, variances, waivers or related matters associated with individual properties shall be retained for seven (7) years from the decision date (for example, an application for a swimming pool approved on 10/31/2011 must be retained until 10/31/2018).
3. Any Documents not described above may be retained for the duration deemed to be useful to the purpose of the Association, in the discretion of the Board, its attorney or its managing agent.
 4. Upon expiration of the retention period listed above, the Documents shall no longer be considered Association records and may be destroyed, discarded, deleted, purged or otherwise eliminated.

Emergencies – What to Do

In all cases of fire, suspected fire, vandalism and/or theft within the community, call **911** immediately. After emergency personnel have been notified, notify your neighbors any way possible to warn them of the emergency. If a vehicle is involved, record the license plate number. If a person or persons are involved, record a description of the person(s). Once emergency personnel and neighbors have been notified, contact the Association Manager and report the emergency.

Enforcement of Regulatory Documents and Community Policies – Fines

The Brookstone Estates Homeowner’s Association, Inc.’s (“HOA”) Declaration of Covenants, Conditions and Restrictions (the “Declarations”) clearly outline the deed restrictions and covenants implemented for the overall benefit of everyone within the Brookstone community (the “Community”). These guidelines are necessary not only for everyone’s personal welfare but also to maintain and enhance the value of all homes and safeguard the “quality of life” that our Community provides.

While some policies are specific in nature and establish “rules of conduct” within the Community, others are made to reinforce certain provisions of the Declarations. Other policies are necessary to reinforce City Ordinances as well as federal and state laws that everyone is obligated to follow.

The majority of Owners and/or Residents and guests within our Community conduct their personal activities to fully comply with these regulatory documents but occasionally there are those who fail to do so. Therefore, when any provisions of these documents are violated, a fine will be assessed against the

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Owner, whether such violations are caused by Owner, members of their family, occupants, tenants or guests. When violations exist, fines may be assessed as follows:

1. When violation(s) are observed or discovered, the HOA Board of Directors or its designee shall have the authority to forward a notice of an assessment that contains the following:

- A. Describing the provision of the Declarations violated and the amount of fines that will be assessed in the event the violation(s) is not corrected. The notice shall be in writing and forwarded to the property owner via certified mail, return receipt requested in accordance with Texas Property Code Section 209.006. The hearing shall be held within the time frame provided by Texas Property Code Section 209.006.
- B. The notice shall allow the owner a reasonable period of time to cure the violation(s) and avoid the assessment unless the owner was given notice and a reasonable opportunity to cure for a similar violation within the preceding six (6) months. A reasonable time to cure is not necessary in a notice of a damage assessment.
- C. The notice shall state that the owner may, on or before the 30th day after the date the owner receives the notice, request a hearing before the Board of Directors to discuss and verify facts and resolve the matter in issue pursuant to Texas Property Code Section 209.007.
- D. Following the period of time given to the owner to resolve the violation(s) voluntarily or obtain a hearing with the Board of Directors, an assessment will be made against the owner. Each day that violation(s) exists beyond the reasonable time to cure provided in the notice or the decision reached at a hearing, which ever is later, may be considered a separate violation if the violation(s) continues.

2. Assessments are due immediately after the expiration of the 30 day period provided to the owner to request a hearing with the Board of Directors. If a hearing is requested, the assessment(s) if still imposed shall be due immediately after the Board of Director's decision at the hearing unless that decision sets aside the assessment.

3. Failure to pay any fine(s) or assessments by the owner will be subject to collections as outlined within the Brookstone Estates Homeowner's Association, Inc. Collection Policy and Procedures. Any costs incurred by the HOA (i.e., attorney fees, court costs, etc.) will be assessed to the owner. Any consent or approval given under these policies may be amended or repealed at any time by resolution of the Board of Directors.

4. Fines will be assessed under the following guidelines:

First Violation: Warning letter provided to the Owner (and Lessee if the Owner's Dwelling is leased) notifying them of the violation(s) and requesting the violation(s) to be resolved within a reasonable amount of time, with a specific date being given.

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Second Violation: Owner notified that a \$50.00 fine has been assessed.

Third Violation: Owner notified that a \$100.00 fine has been assessed.

Subsequent Violations: Owner notified that a \$250.00 fine has been assessed with this fine continuing to be assessed in reasonable time increments (which could be daily) until the violation(s) is resolved.

A fine for damages (equal to all actual costs of repair or replacement of the damaged property) may be made against an Owner for any financial loss suffered by the HOA from property damage or destruction of common areas or common facilities by the owner or the owner's family, guests, employees, contractors, agents, tenants or invitees. The procedures for notification and collection of fines for damages shall be identical to that which is described in the Declarations and this policy.

Fencing and Retaining Walls

No fence shall be erected on any lot without the approval of the ACC. (See "Architectural Control Committee Procedures"). Fencing should relate to the principle architectural feature of the house in design, location and the way in which it connects to the existing house. Planting may often be integrated with all fencing schemes in order to soften the visual impact.

Fences should be minimized and when constructed of brick, should be the same blend of brick as the house. Vertical members should be plumb and generally not extend beyond the uppermost horizontal portion of the fence. Gates should match or compliment fencing in design, material, height and color.

Fence height should not be greater than is necessary for its intended use since fencing can have a significant impact on adjoining properties and community open space. The height and design of fences should generally conform to other fencing in the area.

When approved, metal fences must be properly maintained and free of rust. If metal fencing is not maintained, the fence must be repaired, replaced, or removed within ten (10) days of notification.

Vinyl fencing will not be approved.

Retaining walls may be used to preserve trees, improve drainage patterns, and define areas. Walls should be kept as low as possible. Use of indigenous rock or wood in combination with appropriate landscaping is encouraged.

Firearms

The Brookstone Estates Community is located within the City of Kennedale and is subject to all Kennedale City Ordinances. Such ordinances prohibit the discharge of any firearms of any type. Violations should be reported to the police (**911**) immediately.

Flags – Guidelines for Display

Flags will be permitted but must be well maintained and tasteful in design. The ACC will be the final determining authority. Flags of the United States of America should be flown in accordance with the US Flag code.

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

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

Garages and Garage Doors

Garages may not be enclosed without the permission of the ACC. These are intended to be used for the purpose of storing two standard sized vehicles that are in operative condition and are not intended to be used as storage sheds. Garage windows are to contain window coverings of a neutral color that does not clash with the dwelling in order to screen contents from view. Garage doors must remain closed at all times except for ingress and egress. Garage doors should be straightforward and without ornamentation. Roof configuration and ridge lines should relate to those of the applicant's house.

Garage/Yard Sales

No garage/yard sales may be held except on dates and times, and in accordance with written rules, as approved by the Board and subject to City Ordinances.

Gardening

No gardening is allowed on association common property at any time. Personal vegetables gardens are allowed in the backyard area of the dwelling provided they are screened from public view.

Holiday Decorations

All exterior holiday decorations must be removed entirely within thirty (30) days after the holiday to which they relate.

Homeowner Disputes

The Brookstone Estates Homeowners' Association, Inc., Officers, Board of Directors, and Association Manager, shall refrain from attempting to resolve any disputes which may arise between individual members/owners/residents unless such disputes directly affect common property and/or improvements owned by and under the control of the association.

Insurance

The Association does not provide insurance that covers property casualty losses and/or your personal liability in regards to individual owner lots. Each owner is responsible for obtaining their own personal insurance coverage, as they deem appropriate. The Association does, however, maintain insurance for casualty losses of association physical improvements located on common property and association general liability insurance. Directors and Officers Liability insurance is also maintained by the association to protect those who volunteer their time to serve as a member of the Board.

Landscaping (Common Areas and Personal Property)

No landscaping on Association common property is permitted without prior written approval of the Board. Landscaping can be effectively used to accent entryways, define space, create "soft" privacy screens, and reduce the visual impact of fences, sheds, etc. Since landscaping is a design element, the same consideration should be given to relationships to the applicant's house and to adjacent houses as apply to other design elements. Care should be exercised in the planting and maintenance of trees and shrubs to prevent obstruction of sight lines required for vehicular traffic. Also, the views of neighboring units and shade patterns of larger trees should always be considered. Care should be exercised in selecting plant materials which upon maturity will be of an appropriate size in height and breadth for its intended use and locations. Mature size, both in height and diameter should always be considered especially when planting close to walkways and houses. Consideration must be given to the effect which planting will have on views from neighboring houses and property. Planting should be clustered rather than widely spaced. Massing, the three dimensional appearance of planting, may be improved by augmenting trees and taller shrubs with low spreading shrubs and/or ground cover. The types of plants

which might be used are in part a function of the desired effect and exposure. However, native plant material is advised because of the increased chances for healthy growth and compatibility with the area. The seasonal color of flowering trees and shrubs should be considered in relation to the color of the applicant's house and those adjacent. Any variation to this policy must be submitted to the ACC for approval. Trees or shrubs may not be planted in such a manner as to interfere with walkways or intersection sight lines. The landscaping of each lot is the responsibility of the owner. Provisions require that landscaping be mowed and edged as needed as well as be void of weeds and/or clutter (including bicycles, toys, trash cans etc.) In the event any owner fails to fulfill their obligation in this regard, the association may cause the landscaping to be serviced with the owner assessed all charges. In addition to these charges, fines may also be assessed.

Leasing of Dwellings

Owners who lease their dwelling are subject to the following restrictions. The lease agreement must be in writing and executed by the owner and lessee for a period of not less than thirty (30) days. The terms of the lease agreement must contain the following provisions: **“Tenant/Lessee and occupants agree to abide by the terms and conditions of the Brookstone Estates Homeowners’ Association, Inc. Declaration, Bylaws and Community Policies. Non-compliance with any provisions of these documents shall constitute a default of this Lease Agreement”.**

Owners must provide the Association Manager with a copy of the application and lease containing the names of all occupants as well as the name and address of owner’s managing agent (if any) at the beginning of the lease term. Obtaining a criminal background check for each adult resident of a leased dwelling is strongly recommended.

Lighting

Residents are requested to immediately report common area lighting problems to the Association Manager. The Association and/or the Association Manager cannot and does not check exterior lighting on a daily basis and must rely on residents for notification if lights are not working.

No exterior lighting shall be directed outside the applicant's property. Light fixtures, which are proposed in place of the original fixtures, should be compatible in style and scale with the applicant's house. However, lighting which is a part of the original structure must not be altered without approval. Applications for exterior lighting should include wattage, height of light fixtures above ground, and a complete description, including descriptive material of the light fixture and location on property.

Mailboxes

Mailboxes are a functional necessity, not a decorative item. Since they are usually in a very visible location, they should be straightforward in design, mounted on simple brick posts and located not to obstruct any traffic sight lines. Mailboxes must be approved by the Architectural Control Committee. Mailboxes are to be installed according to the rules and regulations of the United States Postal Service. Mailboxes and mailbox stands may not be used to display signs, art, symbols, slogans, messages or decoration of any kind.

Maintenance (of Landscaping and All Lot Improvements)

The maintenance of each lot, including but not limited to maintaining structures in good repair, parking areas, landscaping and other improvements are the sole responsibility of the owner. If the owner fails to perform such maintenance, owner will receive a notice providing ten (10) days notice for the owner to do so.

Nuisances (Excessive Noise, Noxious Odors, etc.)

All residents must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb or annoy residents of neighboring lots. Firecrackers and fireworks are not permitted.

Owner/Resident Safety

Neither the Association nor the Association Manager provide or warrants security of any nature. Each resident is responsible for their own safety and that of their family or guests. **In the event of an emergency or any suspicious activity is observed, call 911 immediately.** The Association Manager should also be contacted and made aware of the emergency.

Parking/Driveways

Only non-commercial passenger automobiles and vans, motorcycles, pick-up trucks or pick-up trucks with attached bed campers that are in operating condition with current license plates and inspection stickers and are in daily use as non-commercial motor vehicles on the streets and highways of the State of Texas are allowed. No commercial vehicle owned or operated by an owner or occupant of a residence may be parked overnight on any street, unless it is parked in the garage. No automobile, truck or other vehicle, regardless of ownership, age, condition or appearance shall remain on or about any lot in any manner which could be construed as being stored, neglected, abandoned or otherwise not in frequent use except without authorization of the ACC. If a complaint is received about a violation of any part of this section, then the ACC will be the final authority on the matter. No vehicles, trailers, implements or apparatus may be driven or parked in any common area or on any easement.

No hovercraft, aircraft, recreational vehicle, pop-up camper, travel trailer, motor home, camper body or similar vehicle or equipment may be parked for storage in the driveway or front yard of any dwelling or parked on any public street or on any lot, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any dwelling unless it is concealed by a well maintained, wooden privacy fence where the vehicle or equipment does not exceed the height of of the ACC approved privacy fence by no more than two (2) feet.. No such vehicle or equipment shall be used as a residence or office, either temporary or permanently.

Personal Property Required to be Screened From View

Personal property such as clotheslines, yard equipment, firewood, compost piles, dog houses, any stored items other than patio furniture, etc. that exists on any lot must be screened from view and not be visible from the street or from another lot. The drying of clothes in full public view is prohibited. If your home is at an intersection of streets or adjacent to parks, playgrounds, common areas or other facilities where

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the rear yard or portion of the lot is visible to full public view, yard equipment, storage piles and vegetable gardens must also be screened. Containers for the storage of trash, garbage and other waste materials must be stored out of public view.

Pool Construction

No above ground pools shall be allowed. If you plan on constructing a pool on your lot, you must have permission from the ACC **before** construction starts. Please see Architectural Control Committee Procedures for complete instructions. The impact of required security fencing on open space is significant and must be carefully related to adjacent property. In addition, the homeowners should consider safety within the pool areas as well as the impact of increased noise levels on adjacent property. It is suggested that proposed swimming pools be discussed with adjacent property owners. Pools should be located in rear yards, although consideration will be given to property of unusual configuration or unusual topographic features. Generally, the walls of the swimming pool should be kept an adequate distance away from adjacent property. Removal or disturbance of existing trees should be avoided or minimized. The pool and any mechanical equipment must be protected by a fence. Fences and gates should conform to that portion of these guidelines pertaining to fencing. Approval of the fence will be considered a part of the swimming pool application and shall be contingent upon completion of the pool.

Rainwater Recovery Systems

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

1. Rainwater Recovery Systems may be installed with advance approval of the Architectural Control Committee ("ACC") subject to these guidelines.
2. All such Systems must be installed on land owned by the property owner. No portion of the System may encroach on adjacent properties or common areas.
3. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Systems, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:
 - a. placement behind a solid fence, a structure or vegetation; or
 - b. by burying the tanks or barrels; or
 - c. by placing equipment in an outbuilding otherwise approved by the ACC.
4. A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions:

- a. the barrel must not exceed 55 gallons; and
 - b. the barrel must be installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle; and
 - c. the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and
 - d. any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.
5. Overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or common areas.
 6. Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are not allowed, however, where space allows and where appropriate, ponds may be used for water storage.
 7. Harvested water must be used and not allowed to become stagnant or a threat to health.
 8. All Systems must be maintained in good repair. Unused Systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed if they can be seen from any street or common area.

Records Production and Copying Policy

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

1. Association Records shall be reasonably available to every property owner. An owner may also provide access to Records to any other person they designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the owner, the owner must include a copy of his/her photo ID or have the proxy notarized.
2. An owner, or their proxy as described in section 1, must submit a written request for access to Records. The letter must:
 - a. be sent by certified mail to the Association's address as reflected in its most recent Management Certificate filed in the Official Public Records of Tarrant County; and
 - b. contain sufficient detail to identify the specific Records being requested; and
 - c. indicate whether the owner or proxy would like to inspect the Records before possibly obtaining copies or if the specified Records should be forwarded. If forwarded, the letter must indicate the format, delivery method and address:
 - (1) format: electronic files, compact disk or paper copies
 - (2) delivery method: email, certified mail or pick-up

3. Within ten (10) business days of receipt of the request specified in section 2 above, the Association shall provide:
 - a. a written notice that the Records are available and offer dates and times when the Records may be inspected by the owner or their proxy during normal business hours at the office of the Association; or
 - b. the requested Records if any required advance payment had been made; or
 - c. a written notice that the requested Records are available for delivery once a specific required payment is made; or
 - d. a written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method and the delivery address; or
 - e. a written notice that the requested Records cannot be produced within ten (10) business days but will be available within fifteen (15) additional business days from the date of the notice.

4. The following Association Records are not available for inspection by owners or their proxies:
 - a. the financial records associated with an individual owner; and
 - b. deed restriction violation details for an individual owner; and
 - c. personal information, including contact information other than address for an individual owner; and
 - d. attorney files and records in the possession of the attorney; and
 - e. attorney-client privileged information in the possession of the Association.

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

5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the owner or their proxy will be given access to equipment to view the electronic records. Association shall not be required to transfer such electronic records to paper format unless the owner or their proxy agrees to purchase such copies.
6. If an owner or proxy inspecting Records requests copies of certain Records during the inspection, Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.
7. The owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead and third party fees (such as archive document retrieval fees from off-site storage locations) as listed below:

- a. black and white 8½"x11" single sided copies ... \$0.10 each
- b. black and white 8½"x11" double sided copies ... \$0.20 each

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- c. color 8½"x11" single sided copies ... \$0.50 each
 - d. color 8½"x11" double sided copies ... \$1.00 each
 - e. Oversize paper 11" x 17" single sided copies ... \$.50 each (B & W only)
 - f. Oversize paper 11" x 17" single sided copies ... \$1.00 each (color)
 - g. PDF images of documents ... \$0.10 per page
 - h. compact disk ... \$1.00 each
 - i. labor and overhead ... \$18.00 per hour
 - j. mailing supplies ... \$1.00 per mailing
 - k. Rewritable and Non-rewritable CD ... \$1.00
 - l. Digital video disc (DVD) ... \$3.00
 - m. Audio cassette ... \$1.00
 - n. Specialty paper ... at cost
 - o. postage ... at cost
 - p. other supplies ... at cost
 - q. third party fees ... at cost
8. Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this policy.
 9. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30th day after the records are delivered. Owner agrees to pay any additional amount due within thirty (30) days after the date the records are sent to them. Any unpaid balance will accrue interest as an assessment as allowed under the Declaration.
 10. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or the Association Manager reserves the right to waive notice under section 2 and/or fees under section 4.
 11. All costs associated with fulfilling the request under this policy will be paid by the Association's Managing Agent. All fees paid to the Association under this policy will be

reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent.

12. Prices may be adjusted from time to time at the Board's discretion but will be in accordance with State law.

Remedy to owner for not allowing access to records (after written notice to Association by certified mail of intent to sue following initial request which was ignored):

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

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

Roof Replacement

ACC approval is **required** before installing a roof. Color of roof is limited. Options are now available to owners to allow shingles that have the following qualities:

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

Satellite Dish Specifications and Antennas

Antennae, satellite dishes or other apparatuses that are one meter or less in diameter and that are designed to receive transmissions other than television broadcast signals shall be permitted. Antennae or satellite dishes designed to receive television broadcast signals shall be permitted. Any of the foregoing permitted devices must be located in an area where such devices are not visible from any portion of any street. A device that complies with the provisions of this paragraph shall not require ACC approval prior to installation. If the owner of a lot reasonably determines that the device cannot be located in compliance with the foregoing non-visibility requirement without precluding reception of an acceptable quality signal, then the owner may install the device in the least conspicuous place where an acceptable quality signal can be obtained as long as the ACC has approved such alternative location. Such approval shall not be unreasonably withheld.

Unless permitted by the ACC, all antennas, or other high gain system(s) or structures, must be located within the attic of a residence on any lot. The owner of each lot waives any and all rights for operating or maintaining ham radio antennas. All wires for any such approved devices must be neatly attached to the dwelling with no loose or dangling wires.

Signage

No sign of any kind is allowed on any lot for public view (including posted in a window or the exterior of a dwelling) except for one (1) professional sign of not more than 2' by 3' advertising the residence for sale or lease, or signs used by a builder to advertise the residence during the construction and sales period, or school spirit and student recognition signs. This includes any vehicle containing printing of any type, whether for advertisement purposes or otherwise any vehicle signage that the Board deems to be a nuisance. The Board of Directors or its agents shall have the right to remove any sign, billboard or other advertising structure that does not comply and, in so doing, shall not be subject to any liability for trespass or other liability in connection with such removal. "Political" signs are not allowed except during election periods and must comply with City Ordinances. One sign in favor of a candidate, party or issue may be erected on a lot not earlier than 90 days in advance of an election and the sign must be removed not later than 15 days after such election. Small security service I.D. signs and those identifying school-sponsored activities or "school spirit" signs shall be allowed provided however that these are not deemed to be a nuisance and/or violate any City Ordinances and are kept in good repair.

Solar Energy Devices – Guidelines

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

1. These guidelines apply to solar energy devices ("Devices") as defined in Section 171.107(a) of the Texas Tax Code. A solar energy device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.
2. Such Devices may be installed with advance approval of the Architectural Control Committee ("ACC") subject to these guidelines.
3. Any such Device must be installed on land or structures owned by the property owner. No portion of the Device may encroach on adjacent properties or common areas.
4. Such Devices may only be installed in the follow locations:
 - a. on the roof of the main residential dwelling; or
 - b. on the roof of any other approved structure; or
 - c. within a fenced yard or patio.

5. For Devices mounted on a roof, the Device must:
 - a. have no portion of the Device higher than the roof section to which it is attached; and
 - b. conform to the slope of the roof; and
 - c. be aligned so that the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and
 - d. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and
 - e. have a frame, brackets, and visible piping or wiring that is a color that matched the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and
 - f. be located in a position on the roof which is least visible from any street or common area which does not reduce estimated annual energy production more than ten percent (10%), as determined by a publically available modeling tool provided by the National Renewable Energy Laboratory (www.nrel.gov) or equivalent entity over alternative roof locations.
6. For Devices located in a fenced yard or patio, no portion of the Device may extend above the fence. If the fence is not a solid fence which blocks view of the Device, the ACC may require the Device be placed in a location behind a structure or otherwise require visual screening. The ACC may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.
7. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.
8. Installed Devices may not:
 - a. Threaten public health or safety; or
 - b. Violate any law; or
 - c. Substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner of ordinary sensibilities as determined in writing by the ACC .
9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed if they can be seen from any street or common area.

Solicitations within the Community

Unless otherwise approved by the Board or permitted by the Declaration and/or City Ordinances, no business solicitation activities may be conducted on association common property or within individual dwellings or on individual lots located within the Brookstone Estates Community.

Speed Limits within the Community

Observe all speed limit and stop signs that may be posted within the community. In the event no speed limit signage is posted, it is strongly recommended that when driving within the community that you do not exceed twenty (20) miles per hour. This is for the safety and welfare of the children who live within the community.

Storage Buildings/Sheds

No exterior storage items of any kind such as storage buildings, greenhouses or workshops shall be constructed without prior written approval and authorization of the ACC. Materials and color should match or generally be compatible with the house in materials, i.e. brick homes should have a brick shed. In most instances, this includes matching major materials such as siding and roofing, dominant colors, construction details such as trim, and pitch of roof. A shed located away from the house should blend with nature and muted earth tones are best.

While sheds must provide sufficient volume for their intended use, they must be of a size which is appropriate for the size of the property and which is architecturally compatible with the applicant's house and adjacent houses. Standard prefab metal and plastic storage sheds will not be approved.

GET ACC APPROVAL BEFORE YOU SHOP FOR A STORAGE SHED, PLAYHOUSE OR PLAYGROUND EQUIPMENT.

Storage of Automobiles, Trailers and Others Vehicles

No boat, marine craft, hovercraft, aircraft, machinery, recreational vehicle, pop-up camper, travel trailer, motor home, camper body or similar vehicle or equipment of any kind may be parked for storage in the driveway or front yard of any dwelling or parked on any public street or on any lot, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any dwelling unless such vehicle is less than twenty one (21) feet in length *and* is concealed from public view by a wooden privacy fence as outlined in the parking/driveways section of these Community Policies. No such vehicle or equipment shall be used as a residence or office, either temporarily or permanently. Boats, R.V.'s, etc. are prohibited, provided however, they may be parked for no more than twenty four (24) hours during a seventy two (72) hour period for the purposes of loading and/or unloading only, unless otherwise approved by the Architectural Control Committee.

Storage of Personal Items on Common Property

No personal items are permitted to be stored on association common property at any time.

Transfer Fee Charge (Upon the Sales of a Dwelling)

A transfer fee of \$200.00 (or an amount otherwise approved by the Board) will be charged for each lot that is sold and/or conveyed to another party. This fee is necessary to cover the costs incurred for preparation of documents required by the buyer, seller, Mortgage Company and/or Title Company. This transfer fee is to be paid at the time of each conveyance by the owner of the lot (or buyer) with payment made at the time that notification of the sale to the association or, by the Title Company handling the sale at time of closing with the exception of certain conveyance exclusions as noted in the Declaration. Specific requirements are summarized as follows:

1. Notice to the association of an owners intent to sell, including the name, address and telephone numbers of the intended purchaser, Title Company or attorney designated to close the transaction, real estate agents representing both the seller and purchaser.
2. Upon conclusion of the sale, a copy of the deed or documents verifying the name of the purchaser and/or new owner(s) reflecting their mailing address.

Failure of owner to provide this information may result in the association withholding information that may be necessary to conclude the conveyance of a lot. All information required by the association is to be directed to the Association Manager or such other person that may be designated by the Board.

Trash Disposal

All owners and occupants shall comply with any ordinances enacted by the City pertaining to the storage and disposal of garbage, trash and other waste materials. No lot shall be used or maintained as a dumping ground for trash. Trash, garbage or other waste materials shall only be kept in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Containers for the storage of trash, garbage and other waste materials must be stored out of public view. Equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition.

Walkways and Community Entrances

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

Wind Turbines

The installation of any wind turbine or other energy saving device on any Lot, house or other permitted structure is subject to the prior written approval and authorization of the ACC.

Window Treatments/Covers (Blinds, Drapes, Solar Screens, etc.)

Shading from the sun (window treatments) shall be accomplished by the use of blinds and/or drapes but must be of a color that does not clash with the color of the dwelling and/or the surrounding improvements. All exterior windows which can be seen from any street must have some type of window treatment including any windows inside the garage. Solar screens may not be placed on the front

windows of a house unless each and every front window is appropriately and completely covered with solar screen of the exact same type and color. If the side of the house faces a street, then solar screens may not be placed on the windows of that side unless each and every window on that side is appropriately and completely covered with a solar screen of the exact same type and color. The color and type of all solar screens must be approved by the ACC. No window may be tinted, filmed, lined or otherwise covered with reflective materials so as to create a mirror effect when viewed from the exterior of the home. The color, tint and type of all window film must be approved by the ACC. Windows may not be covered with newspaper, cardboard, aluminum foil or other inappropriate materials if such covering will be visible from the exterior of the home.

Variance Request

A variance of these Community Policies requires unanimous written approval by the Association Board of Directors.

If any provisions contained within the above-stated Community Policies are found to be in conflict with the Declaration, the Declaration will prevail. If any provisions contained within the above-stated Community Policies are found to be in conflict with State, Federal or local laws, the laws will prevail.

References

Cagle, G. S. (2013). *TEXAS HOMEOWNERS ASSOCIATION LAW*. Minneapolis: Two Harbors Press.

EXHIBIT B

Those tracts and parcels of real property located in the City of Kennedale, Tarrant County, Texas and more particularly described as follows:

- All lots and tracts of land situated in **Lots 1 through 24 of Block 1; Lots 1 through 26 of Block 2; Lots 1 through 26, Block 3; Lots 1 through 18 of Block 4; Lots 1 through 20 of Block 5; Lots 1 through 14 of Block 6; Lots 1 through 13 of Block 7; Lots 1 through 27 of Block 8, and Lots 1 through 13 of Block 9; BROOKSTONE ESTATES ADDITION, an Addition to the City of Kennedale, Tarrant County, Texas, according to the amending plat recorded in Cabinet A, Slide 9740, Plat Records, Tarrant County, Texas.**