



## **Welcome to Merrylands Homeowners Association!**

On behalf of the Association and as agent for the subdivision; Welcome to Merrylands Homeowners Association. We feel certain that the quality of life of our community will be readily apparent, and we are glad to have you as a neighbor, we would also like to take this opportunity to give you some information about the Association and explain how it works for you.

Merrylands Homeowners Association is made up of the property owners in the subdivision. The Association is responsible for the maintenance and upkeep of the common areas of the association, including, but not limited to, the entrances and common areas. Some of the services provided include the mowing and upkeep of these areas, taxes, regular maintenance, essential repairs, and other expenses necessary to run the day-to-day operations of the Association.

The Association is charged with specific responsibilities and duties as outlined in the Association's Declarations, Articles of Incorporation and the By-Laws. One of the duties is to adopt a budget and fix the annual assessment rate on an annual basis. Each lot owner is obligated to pay this annual assessment, which is used to operate the Association. You will generally receive a statement in November for the annual amount due by January 1<sup>st</sup> of each year. It is important to note that the terms of Declaration of the Covenants covering your property create a lien for the maintenance assessments, and failure to pay in a timely fashion may result in this lien enforced and/or additional legal expenses.

Each lot in the neighborhood is subject to deed restrictions, which limit the kinds of activities, exterior modifications and appearances of homes in the Association. The *Covenants, Conditions and Restrictions* help to guide owners if they plan to make any alterations or improvements to their homes or major landscaping changes. If you did not receive a copy of this document at closing, please contact Sterling A.S.I. to obtain a copy. You must fill out an Architectural Improvement Application, submit it to Sterling ASI and wait for approval **before** starting any modifications. A form has been included for future use. Please keep a copy in your files, or contact Sterling ASI to receive another form. If you need additional information, call 832-678-4500.

Sincerely,

***Rebecca Ananiew***

Rebecca Ananiew

Agent for the Association

## **Merrylands Homeowners Association**

Because not everyone has the time to review their Declaration of Covenants, Conditions and Restrictions, we have listed a few of the most common violations:

### **LAWN MAINTENANCE**

Lawns need to be kept mowed, edged and maintained in a healthful and attractive manner in order to compliment the overall aesthetics of the community. Shrub areas and flower beds should be free of weeds.

### **IMPROVEMENTS AND ADDITIONS**

All building structures, additions and **any exterior** improvements must be applied for and approved by the Architectural Control Committee (ACC) before work commences. Such improvements would include pools, decks, patio covers, storage sheds, exterior painting, etc. An application for improvement is enclosed. If you need additional applications we may be contacted at 832-678-4500 or via email at [Houston@sterlingasi.com](mailto:Houston@sterlingasi.com)

### **HOME MAINTENANCE**

Home exterior must be kept painted. Peeling, badly faded or bare wood requires two (2) coats of paint. Excessive mildew must be kept cleaned off. Gutters, shutters, trim, eaves, porches and other exterior items that occasionally need maintenance should be monitored for repair.

Driveways must be kept clean of excessive oil and/or rust stains. Mulch, dirt, building materials, landscape equipment and other miscellaneous items should be stored from public view.

### **PET RESTRICTIONS**

No more than two (2) household pets may be kept outdoors, provided that they shall not become a nuisance and shall be kept quiet as to not disturb any persons. No pets shall be permitted outside the owner's yard un-leashed at any time. If walking your animal(s) you need to clean up after it, if it makes a mess. If you need assistance with animals running loose, please call Animal Control. (The management company is not able to police this.)

### **PARKING**

No vehicle may be kept or stored on the street overnight. Please be courteous of your neighbors and keep the parking in the street to a minimum to facilitate the flow of traffic through the neighborhood. Please do not park in front of your neighbor's house, use your driveway.

**The information above is by NO means the complete set of Deed Restrictions for Merrylands Homeowners Association and does not supersede any Restrictions or Covenants in the Declarations. Please call us if you have any questions.**

# **MERRYLANDS HOMEOWNERS' ASSOCIATION**

## **IMPORTANT NUMBERS**

<b>Emergency</b>	<b>911</b>
<b>Harris County Rabies/Animal Control</b>	281-999-3191
<b>Harris County Sheriff's Office</b>	
Information Line	713-221-6044
Non-Emergency	713-221-6000
<b>Harris County Constables Office</b>	
Precinct 4: Administrative	832-927-6200
Precinct 4: Non-Emergency	281-376-3472
<b>Harris County Commissioners Office</b>	
Precinct 2:	713-274-2222

### **Utilities**

<b>CenterPoint Energy</b>	713-207-2222
<a href="http://www.centerpointenergy.com">www.centerpointenergy.com</a>	
Street Light Repair, please note pole number and street address before calling.	
<b>Republic Waste</b>	713-635-6666
*Trash Day: Tuesday & Friday	
*Heavy Trash: Friday	
*Recycling: Tuesday	
<b>Harris County M.U.D #153</b>	281-367-5511

### **Schools**

<b>Lakeshore Elementary</b>	<b>West Lake Middle School</b>	<b>Summer Creek High School</b>
13333 Breakwater Path	11810 Madera Run Pkwy	14000 Weckford Blvd
Houston, TX 77044	Humble, TX 77346	Houston, TX 77044
P: 281-641-3500	P: 281-641-5800	P: 281-641-5400

### **Management Company**

**Sterling Association Services, Inc.**

#### **Physical Address**

1521 Green Oak Place Suite 196  
Kingwood, TX 77339

#### **Contact Information**

Phone: 832-678-4500

Fax: 832-678-5380

Web: [Sterlingasi.com](http://Sterlingasi.com)

Email: [Kingwood@sterlingasi.com](mailto:Kingwood@sterlingasi.com)

**Like Us on Facebook at: [www.facebook.com/sterlingasi](http://www.facebook.com/sterlingasi)**

MERRYLANDS HOMEOWNERS' ASSOCIATION

1521 GREEN OAKS PLACE

SUITE 196

KINGWOOD, TX 77339

PHONE: 832-678-4500

FAX: 832-678-5380

E-MAIL: [ACC@sterlingasi.com](mailto:ACC@sterlingasi.com)

Re: Exterior Improvement Application:

Dear Resident:

Enclosed please find an Exterior Improvement Application for your home improvement or modification. Please note what is needed for your type of improvement and include with your Application Necessary forms, such as, photos, paint samples, solar screen samples, drawings, brochure, lot survey, and your signature are examples of what is needed for us to complete your request in a timely manner. If these items are not submitted with your application, your request is denied and returned back to you for completion.

Please read the application carefully.

- ◆ A LOT SURVEY IS AN ARCHITECTURAL DRAWING OF YOUR PROPERTY SHOWING YOUR HOME, EASEMENTS, AND BUILDING LINES. A COPY USUALLY COMES WITH YOUR CLOSING PAPERS.
- ◆ Please SHOW on the survey in a distinguishable color the location of your project.

**You will be notified by letter after the Architectural Control Committee has made a decision. They have 30 days to review and respond to your application.**

If you have any questions regarding your forms, please contact, Sterling ASI, at 832-678-4500 or via email at [ACC@sterlingasi.com](mailto:ACC@sterlingasi.com).

Sincerely,  
Sterling Association Services, Inc.

**IMPORTANT:**

**REMEMBER, WITHOUT PROVIDING EVERYTHING NEEDED YOUR APPLICATION WILL BE DENIED AND RETURNED TO YOU FOR COMPLETION. THIS WILL DELAY YOUR PROCESS.**

**“INSTRUCTION LIST”**  
**ITEMS BELOW NECESSARY FOR APPROVAL**  
**KEEP IN YOUR FILES FOR FUTURE PROJECTS—DO NOT RETURN THIS LIST**  
**FIND YOUR PROJECT BELOW: READ AND FOLLOW INSTRUCTIONS**

**FAILURE TO SUBMIT ALL REQUIRED INFORMATION WILL RESULT IN THE APPLICATION BEING DENIED AND RETURNED BACK TO YOU ASKING FOR COMPLETION AND RESUBMISSION.**

- **EVERYTHING (except paint, roofing, and tree removal) REQUIRES A LOT SURVEY WITH THE PROJECT'S LOCATION *drawn* ON SURVEY OF THE LOT (plat/plot plan).**
- **APPLICATION MUST INCLUDE ALL SIDE ELEVATIONS (Right and Left side view) AND TOP VIEW.**
- **SEND A PHOTO OF YOUR HOME SHOWING THE COLOR OF BRICK, TRIM AND LOCATION OF PROJECT**
- **DIMENSIONS INCLUDE THE HEIGHT FROM GROUND TO THE HIGHEST PEAK AND MUST BE SHOWN CLEARLY OR APPLICATION WILL BE RETURNED.**
- **WE NEED TO KNOW WHAT YOUR PROJECT WILL LOOK LIKE AFTER COMPLETION.**

**IF YOU ARE APPLYING FOR: (FIND PROJECT AND SUBMIT NECESSARY ITEMS)**

1. **PATIO COVER, ARBOR, GAZEBO, ROOM ADDITION, PERGOLA ETC.:** YOU MUST SUBMIT 3 DRAWINGS -A SIDE VIEW AND A FRONT VIEW AND TOP VIEW- SHOWING HOW THE STRUCTURE WILL LOOK -: INDICATE DIMENSIONS, INCLUDING HEIGHT FROM GROUND TO HIGHEST PEAK, COLOR, MATERIALS AND ROOFING. PROVIDE PHOTOS OR BROCHURE, ROOF & PAINT SAMPLES AND SHOW PLACEMENT ON THE LOT SURVEY.
2. **PLAY FORT, SWING SET, TRAMPOLINE, BASKETBALL GOAL, ETC:** YOU MUST SUBMIT A PHOTO, BROCHURE OR DRAWING. INDICATE HEIGHT, COLOR, MATERIALS, DIMENSIONS, ETC. AND SHOW THE PLACEMENT ON THE LOT SURVEY.
3. **POOL / SPA:** YOU MUST INDICATE ON THE LOT SURVEY THE LOCATION OF THE POOL / SPA, POOL EQUIPMENT, AND ANY DECKING. ALSO SHOW ANY SLIDES OR OTHER STRUCTURES THAT WOULD BE OVER THREE (3) FEET HIGH. PLEASE INDICATE HOW THEY WILL ACCESS THE BACKYARD. (POOL COMPANY WILL SUPPLY THIS FOR YOU).
4. **STAIN, EXTERIOR PAINTING, GUTTERS, SIDING, OR HARDIPLANK:** PLEASE SUBMIT SAMPLE OF COLOR OF STAIN, PAINT OR SIDING MATERIAL, EVEN IF USING THE SAME EXISTING COLOR.
5. **NEW ROOFING:** PLEASE SUBMIT ROOFING SHINGLE SAMPLE, NUMBER OF WARRANTY YEARS OF SHINGLES & MANUFACTURER, NAME OF ROOFING COMPANY AND THEIR PHONE NUMBER.
6. **NEW FRONT DOOR, STAINING DOOR, STORM DOOR, GARAGE DOOR:** PLEASE PROVIDE PHOTO OR BROCHURE AND COLOR SAMPLE. IF STAINING DOOR, PLEASE PROVIDE STAIN COLOR SAMPLE.
7. **SOLAR SCREENS, WINDOW FILM / TINT OR REPLACING WINDOWS:** PLEASE PROVIDE SCREEN OR FILM SAMPLES AND WHAT WINDOWS YOU ARE ADDING THIS TO. IF REPLACING WINDOWS, STATE WHAT WINDOWS YOU ARE REPLACING AND SEND PHOTOS OR BROCHURE TO SHOW LOOK.
8. **WROUGHT IRON GATE OR FENCE, BURGLAR BARS:** PLEASE SUBMIT DRAWING, PHOTO, OR BROCHURE, COLOR, DIMENSIONS, AND INDICATE PLACEMENT ON A LOT SURVEY.

9. **DECKING OR PATIO:** PLEASE INDICATE LOCATION ON LOT SURVEY, MATERIALS TO BE USED, AND DIMENSIONS INCLUDING HEIGHT OF DECKING.
10. **CONCRETE WORK (SIDEWALKS, DRIVEWAY, PATIO SLAB ETC.):** PLEASE SHOW LOCATION ON LOT SURVEY AND DIMENSIONS. INCLUDE A PICTURE.
11. **SATELLITE DISH, OR ANTENNAE:** PLEASE GIVE SIZE OF DISH, & HEIGHT OF ANTENNAE. SHOW LOCATION ON THE HOME BY TAKING A PICTURE AND MARKING THE AREA. IF NOT LOCATED ON HOME, INDICATE PLACEMENT ON A LOT SURVEY. PLEASE PROVIDE PHOTO OF ANTENNAE.
12. **YARD ART / DECORATIONS (NO BIRD BATHS, BIRD FEEDERS, STATUES, SWING, SIGNS, WATER FOUNTAIN, or DECORATIVE EMBELLISHMENTS SEEN FROM ANY STREET):** SUBMIT PHOTO OR BROCHURE, DIMENSIONS, AND SHOW LOCATION ON LOT SURVEY.
13. **LANDSCAPING, LANDSCAPE BORDER, TREE REMOVAL OR PLANTING:** PLEASE SUBMIT DETAILS, TYPE OF TREE(S) TO BE REMOVED OR PLANTING, PLACEMENT ON LOT SURVEY. PICTURE OF BORDER.
14. **FENCE OR MOVING FENCE:** HEIGHT & TYPE OF FENCE, MATERIALS, AND SHOW LOCATION / CHANGE ON LOT SURVEY. IF STAINING, PLEASE PROVIDE STAIN COLOR SAMPLE.
15. **LANDSCAPING LIGHTS, OR SPRINKLER SYSTEM:** PLEASE SHOW PLACEMENT OF ALL LIGHTS AND ALL SPRINKLER HEADS ON LOT SURVEY. PLEASE PROVIDE A PHOTO OR BROCHURE OF THE APPEARANCE OF THE LANDSCAPING LIGHTS AND WATTAGE OF LIGHTS.
16. **SHUTTERS:** NEED PHOTO OR BROCHURE SHOWING THE LOOK AND PAINT COLOR SAMPLE WHAT WINDOWS.
17. **STORAGE SHED:** NEED PHOTO OR BROCHURE, DIMENSIONS INCLUDING HEIGHT FROM GROUND TO HIGHEST PEAK, COLOR, MATERIALS, AND DRAW LOCATION ON LOT SURVEY.
18. **BALCONY:** YOU MUST SUBMIT 3 DRAWINGS -A SIDE VIEW AND A FRONT VIEW AND TOP VIEW- SHOWING HOW THE STRUCTURE WILL LOOK. NEED PHOTOS OF CURRENT LOOK OF HOME, DRAWING OF LOCATION OF PROPOSED BALCONY. HOW THIS WILL FIT/BLEND ON HOME, MATERIALS USED, TYPE OF RAILING AND COLOR OF RAIL, HOW IT WILL BE SUPPORTED, WHAT FLOORING IS ON THE GROUND AND 2ND FLOOR. SHOW HOW IT WILL LOOK WHEN COMPLETED.
19. **SOLAR ATTIC PANELS:** BROCHURE, DIMENSIONS, SHOW LOCATION BY TAKING PHOTO OF HOME AND MARK LOCATION ON PHOTO.

**PLEASE USE A COLOR OTHER THAN BLACK INK TO DRAW  
LOCATION ON LOT SURVEY!**

**MERRYLANDS HOMEOWNERS' ASSOCIATION**  
**EXTERIOR IMPROVEMENT APPLICATION**

In accordance with the governing documents of your Association, all exterior improvements and/or changes from the original construction must be submitted for and approved by the Architectural Control/Review Committee (ACC/ARC). Failure to receive approval for the improvement and/or change may result in you having to remove, alter or change the improvement in order to comply with the rules and regulations of the Association. Please complete the application below in its entirety and return to **STERLING ASSOCIATION SERVICES, INC. 1521 Green Oaks Place Suite 196- Kingwood, TX 77339** or via email to [ACC@sterlingasi.com](mailto:ACC@sterlingasi.com).

Property Address \_\_\_\_\_ Sec/Blk/Lot \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Name \_\_\_\_\_

Work# \_\_\_\_\_ Home# \_\_\_\_\_ E-mail \_\_\_\_\_

Mailing Address \_\_\_\_\_

**No improvement will be considered and is automatically denied without the following:**

- A site plan/survey indicating location of the proposed improvement, providing the distance from the structure to the fence and/or lot lines and easements. Front, rear and side view elevation plans are to be provided.
- Color swatches and samples or pictures of materials to be used in the improvement.
- Completion of all applicable areas below of the application.

**Estimated time of completion:** \_\_\_\_\_ **Estimated Start Time:** \_\_\_\_\_

**Check all that apply:**

- |   |  |  |   |
|---|--|--|---|
| <input type="checkbox"/> Exterior Paint         | <input type="checkbox"/> Roof                              | <input type="checkbox"/> Playground Equipment                | <input type="checkbox"/> Sunroom/ Patio Enclosure |
| <input type="checkbox"/> Patio (ground)         | <input type="checkbox"/> Pool/Spa <input type="checkbox"/> | <input type="checkbox"/> Permanent Basketball Goal           | <input type="checkbox"/> Storage Building         |
| <input type="checkbox"/> Patio Cover            | <input type="checkbox"/> Gazebo                            | <input type="checkbox"/> Portable Basketball Goal            | <input type="checkbox"/> Siding                   |
| <input type="checkbox"/> Deck                   | <input type="checkbox"/> Arbor/Pergola                     | <input type="checkbox"/> Room Addition                       | <input type="checkbox"/> Antenna/Dish             |
| <input type="checkbox"/> Fence                  | <input type="checkbox"/> Mailbox                           | <input type="checkbox"/> Exterior Lighting                   | <input type="checkbox"/> Storm Doors/Windows      |
| <input type="checkbox"/> Gates/ Burglar Bars    | <input type="checkbox"/> Solar Screens/Panels              | <input type="checkbox"/> Landscape Statuary                  | <input type="checkbox"/>                          |
| <input type="checkbox"/> Window Shades/ Awnings |  | <input type="checkbox"/> Driveway/Sidewalk (new & extension) |   |
| <input type="checkbox"/> Other _____            |  |  |   |

**Size:** Height \_\_\_\_\_ Width \_\_\_\_\_ Length \_\_\_\_\_

**Location of Improvement:**

☐ Front of House ☐ Back of House ☐ Left side of house (stand and face house) ☐ Right side of house (stand and face house)

**List of Materials with color and/or material samples or photos provided (check all applicable)**

- |  |   |
|--|---|
| <input type="checkbox"/> Base paint color _____        | <input type="checkbox"/> Trim paint color _____       |
| <input type="checkbox"/> Garage door paint color _____ | <input type="checkbox"/> Garage door trim color _____ |
| <input type="checkbox"/> Stain color _____             | <input type="checkbox"/> Fence color/material _____   |
| <input type="checkbox"/> Siding color/material _____   | <input type="checkbox"/> Roof color _____             |
| <input type="checkbox"/> Other _____                   |   |

\_\_\_\_ (initial) I understand the ACC/ARC are a group of volunteers in the community and will do their best to act as quickly as possible in their determination regarding my application. I hereby certify that the proposed construction/ modification is in full compliance with all the Declaration of Covenants, Conditions and Restrictions and all guidelines currently adopted by the Association.

\_\_\_\_ (initial) I understand that the decisions are determined concerning only my architectural plans submitted. I am responsible to obtain whatever easements, permits, licenses and approvals, which may be necessary to improve the property in accordance with the submitted plans.

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
ACC Signature

\_\_\_\_\_  
Date

## Frequently Asked Questions

**Q. Why do I have to pay Association Fees and what do they cover?**

**A.** All owners are required to pay Association Fees by the governing documents of their Association. The fees may be due annually or monthly. They fund the operation and maintenance of the common property and are used to provide services for the benefit of all owners. Association Fees pay for common area landscape maintenance, repair and maintenance of pools, playgrounds and equipment, and they provide for improvements desired by the Association and for services to the owners.

**Q. What does the Association do?**

**A.** the Association is a nonprofit corporation managed by a Board of Directors elected by the owners. The Board is responsible for the management of the Association's funds, the enforcement of the deed restrictions, and the maintenance of common area property.

**Q. What is a "managing agent" and what is their authority?**

**A.** The managing agent is a company that is engaged by the Board of Directors to provide guidance to the Board, and to implement the Board's decisions or instructions. Sterling ASI's sole business is serving Associations as Managing Agent. A managing agent has no authority except as conferred by the Board of Directors. A managing agent does not make decisions; it implements the decisions of the Board.

**Q. What are the Governing Documents?**

**A.** The "Governing Documents" for your association are the Articles of Incorporation, Bylaws, Declaration of Covenants, Conditions and Restrictions (or Declaration of Condominium) plus any Rules and Regulations, Resolutions or guidelines that have been established by your association.

**Q. Where can I get a copy of the Governing Documents?**

**A.** You should have received a full copy at, or prior to, closing on your home. If you need another set, it is available through your association and/or its managing agent. Your Governing Documents are recorded instruments so they are also available through the County in which your Association is located.

**Q. What is a deed restriction and why do I have to comply?**

**A.** It is part of the Declaration of Covenants, Conditions and Restrictions (or Declaration of Condominium) that you agreed to when you bought your home. Through this document, you agreed to certain standards of maintenance, upkeep and behavior in order to make the community as attractive as possible for yourself and your neighbors, and to maintain or enhance your property values. When you purchase a home in a deed-restricted community you automatically agree to comply with the restrictions then in place or that are properly established.

**Q. Why do I have to get the Association's permission for home improvement?**

**A.** This better ensures that your intended improvement meets your community's standards as set forth in the Governing Documents and avoids the problems that arise from the construction of improvements and the use of colors or styles that conflict with others in your neighborhood.

**Q. What do the Association fees cover?**

**A.** Your Association's fees or "assessments" pay for the maintenance, repair and administration of the common areas and facilities of the Association. These can include the pool, dog park, playgrounds recreational facilities, street lights and landscaping.

**Q. What is the "common area"?**

**A.** It is the land for the use and enjoyment of the members of the Association. This includes facilities like the pool and splash-pad area, playgrounds and Dog Park in this community.



# Crime Stoppers

## **Our Purpose**

Crime Stoppers of Houston operates 713-222-TIPS, a telephone tip line. Information about criminal activity is received and transferred to law enforcement for immediate action. Callers are promised anonymity and cash rewards of up to \$5,000 in exchange for their accurate crime tips. Our organization provides a safe forum for citizens to report crime in their neighborhoods without the fear of retaliation. We are the eyes and ears of law enforcement in the community.

## **3 WAYS TO REPORT A TIP**

### **CALL US**

**Phone Number: 713-222-TIPS (8477)**

We do not ask for your name.

Callers are given a code number.

Information is forwarded to law enforcement.

After arrest, cash rewards are paid.

### **SEND US A TEXT MESSAGE**

**Text TIP610 plus your tip to CRIMES (274637)**

Your phone number remains unknown.

Code number sent back to you.

### **SUBMIT ONLINE**

<http://www.crime-stoppers.org/tips.html>

Fill out the online form and submit.

Code number will be issued after submission.

**Crime Stoppers of Houston will pay up to \$5,000 for information leading to the arrest and charging of any felony suspects. All callers will remain anonymous.**

## **The role of Sterling Association Services in your community**

Your community association has contracted with Sterling Association Services, Inc. to provide certain services to the residents of the community. Our company has two very important responsibilities:

- 1) Implementation of decisions and policies of the Board of Directors of your Association
- 2) Overview of the daily operations of the Association

The Board of Directors is elected volunteers to serve the association, and they make the decisions and approve policies for operation. Sterling A.S.I is hired to implement the policies and decisions made by the Board. Sterling A.S.I has no decision-making ability for your community.

### **Sterling Association Services personnel**

- Are trained to deal with conflict, and if a deed restriction is being violated, Sterling will become involved in accordance with the deed restriction policies. Sterling will not get involved in quarrels between neighbors.
- Are advisors to the Board, not members of the Board
- Are responsible for monitoring contractor performance, but not for supervising the contractor.
- Are responsible for monthly inspections of your community. Inspections are done from a vehicle, from the street. Please do not ask the community association manager to come onto your property. If you are concerned about a particular property, please feel free to report it and it will be inspected on the next inspection.
- Are the coordinators of request from residents to the Board. If you disagree with a policy or rule, please email or mail a letter requesting a meeting with the Board.

### **REPORTING HOMEOWNER VIOLATIONS AND COMMON AREA CONCERNS**

Our property management company, Sterling Association Services performs routine inspections in Merrylands Homeowners Association for the purpose of making sure that our guidelines are being enforced. We are all concerned with the appearance and safety of our neighborhood. In the meantime, you are encouraged to report any homeowner violations and/or any common area issues that are of concern to you.

The process is simple please email Sterling ASI the address/location and the information regarding your concern. Any digital photos you can provide will greatly expedite this process. If you do not receive a reply within 3 business days, please resend the email. Violations and pictures can be emailed to [Kingwood@sterlingasi.com](mailto:Kingwood@sterlingasi.com).

## **Sterling Association Services Inc., Personnel**

Below is a list of people at Sterling ASI that are assigned to assist the residents of Merrylands Homeowners Association.

### **Rebecca Ananiew**

Association Manager

832-678-4500 Ext: 407

[Rebecca@sterlingasi.com](mailto:Rebecca@sterlingasi.com)

The association manager is responsible for all business affairs of the Association, which includes attending meetings and community events, maintaining Association records and contracts and acting as the liaison between the Board of Directors and members of the association.

### **Serena Peterson**

Administrative Assistant

832-678-4500 Ext: 404

[Serena@sterlingasi.com](mailto:Serena@sterlingasi.com)

The administrative assistant communicates with homeowners regarding any questions or concerns relating to the Association and any architectural questions. They also assist the manager with any ongoing community issues.

### **Susan Marshall**

Account Representative

832-678-4500 Ext: 215

[Susan@sterlingasi.com](mailto:Susan@sterlingasi.com)

The accounts receivable clerk assists homeowners with establishing payment plans and posting payments to accounts.

### **Shellie Wright**

Customer Service Agent

832-678-4500 Ext: 401

[Shellie@sterlingasi.com](mailto:Shellie@sterlingasi.com)

Any concerns or general questions for the association regarding violations, deed restrictions, ACC applications, gaining access to the amenities, payment plans and any other questions regarding the property can be directed to the customer care department.

**MERRYLANDS HOMEOWNERS' ASSOCIATION  
HOMEOWNER CONTACT INFORMATION**

Please take a moment to complete the information below and return to Sterling Association Services, Inc. by mail, fax or email.

**Owners Name:** \_\_\_\_\_

**Property Address:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_

**Cell:** \_\_\_\_\_

Please provide us with your e-mail address to expedite your receipt of important notices.

**Email:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Sterling Association Services, Inc.**

Please return to:

**Mailing address**

1521 Green Oak Place Suite 196  
Kingwood, Texas 77339

**Fax to: 832-678-5380**

**Email to: [Kingwood@sterlingasi.com](mailto:Kingwood@sterlingasi.com)**

**I acknowledge and accept that as the property owner it is my sole responsibility to notify Sterling Association Service Inc. of any changes in my contact information.**

**Homeowners Signature & Date:** \_\_\_\_\_

**Resident Name:** \_\_\_\_\_

(Please Print)

**All information provided will be for the exclusive use of the Association and Management Company only.  
Your contact information will not be distributed to outside parties.**

## **Merrylands Homeowners Association**

### **Registration of Email Address for Notice of Meetings, Community News & Events**

**YES**, please register my email address for the purpose of providing me with notice of the meeting of Board of Directors and Community News and Events; I understand that the registration of my email address via this form is authorizing the Board of Directors to use my email address solely for sending notices of Board meetings and Community News and events. I further understand that I may remove my email address from the distribution list at any time by sending notice to the community manager at Sterling Association Services, Inc., whose contact information is listed below.

PRINT NAME: \_\_\_\_\_

PRINT ADDRESS: \_\_\_\_\_

PRINT EMAIL ADDRESS: \_\_\_\_\_

SECOND EMAIL ADDRESS: \_\_\_\_\_

Member's Signature \_\_\_\_\_

Date: \_\_\_\_\_

Changes to the above registered email address should be submitted to:

**Sterling Association Services, Inc.**

1521 Green Oaks Place Suite 196

Kingwood, TX 77339

E-fax: 832-678-5380

[Kingwood@sterlingasi.com](mailto:Kingwood@sterlingasi.com)

## Merrylands Declaration of Covenants, Conditions & Restrictions

### Article IV: Use of Lots

- A. **Buildings.** All buildings shall be designed by a registered architect or a member in good standing of American Institute of Building Design or Texas Institute of Building Design. No building shall be constructed, altered, or permitted to remain on any Lot for other than single family residential purposes. No single-family residential dwelling (a "Dwelling"), shall be constructed on less than one (1) Lot. The Dwelling is not to exceed two (2) visible stories in height with a maximum height of all stories not to exceed thirty feet (MY) in height and shall include a private garage for not less than one (1) nor more than four (4) automobiles. The Committee may allow, at its sole discretion, the Dwelling to be of two and one-half stories, provided that the additional level is not visible from the street. If a Dwelling is to be constructed upon a Lot along with portions of adjacent Lots, the Committee may waive the side lot line setback requirements as to the lot line which is crossed by such Dwelling.
- B. **Accessory Buildings.** The Committee may also allow at its sole discretion, an accessory building ("Accessory Building") to be constructed on a Lot in addition to a Dwelling, provided the Accessory Building has a maximum height from the ground to the top of the roof lines of eight (8') feet and satisfies the requirements herein expressed for Accessory Buildings. Any Accessory Building shall adhere to building line requirements and shall be placed behind the primary dwelling on the Lot. Accessory Buildings shall also comply with the Building Materials provisions of this document. The construction of any Accessory Building upon a Lot may not begin until the construction of the main dwelling unit upon the Lot has begun and, in all circumstances, the main dwelling unit must be completed and a certificate of occupancy granted by the appropriate governmental agency prior to the substantial completion of any Accessory Building upon the Lot.
- C. **Prohibited Activities.** Except as herein referred to, no activity, whether or not for profit, which is not related to single family residential purposes, shall be performed on any Lot. No noxious or offensive activity shall be permitted upon any Lot, nor shall anything be done on any Lot which may be or become an annoyance or nuisance to the neighborhood. No fireworks or firearms shall at any time be discharged in the Subdivision. As long as it owns any property in the Subdivision, the Declarant may maintain in or upon such portions of the property as the Declarant determines, such facilities as in its sole discretion may be necessary or convenient, including but not limited to, offices, sales offices, storage areas and signs. Under the provisions of this section, real estate offices, builders' sales offices, construction offices, builders' business offices, residential sales company offices and real estate brokers' offices are specifically prohibited without the express written consent of the Declarant.

As used herein, the term "single family residential purposes" shall be deemed to specifically prohibit, by way of illustration but without limitation, the use of any Lot for a duplex apartment, a garage apartment or any other apartment or for any multifamily use or for any business, educational, church, professional or other commercial activity of any type, except that an Owner may use his residence as a personal office for a profession or occupation, provided: (a) the public is not invited, permitted, or allowed to enter the dwelling unit or any structure or

improvement upon such Lot and conduct business therein; (b) no signs advertising such profession or business are permitted; (c) no on-site employees are permitted; (d) no offensive activity or condition, noise, odor, or traffic (vehicular or pedestrian) is generated and (e) such use in all respects complies with the laws of the State of Texas, any applicable ordinances, and the laws, rules, and regulations of any regulatory body or governmental agency having authority and jurisdiction over such matters. For purposes of these restrictions, a single family residential purposes shall be defined as: (a) one or more persons related by blood, marriage, or adoption, which may include only parents, their children (including foster children and wards), their dependent brothers and sisters, their dependent parents, their dependent grandparents, and domestic servants; or (b) no more than two unrelated persons living together as a single housekeeping unit and their children (including foster children and wards), their dependent brothers or sisters, their dependent parents, their dependent grandparents, and their domestic servants. A person shall be deemed to be a dependent hereunder only if they are considered to be a dependent by the Internal Revenue Service, such that the person supporting the dependent person properly qualifies for an exemption with regard to federal income taxes, as a result of furnishing such support. It is not the intent of this Declaration to exclude from a dwelling unit any individual who is authorized to so remain by any state or federal law. If it is found that this definition, or any other provision in this Declaration, is in violation of any law, then this Section shall be interpreted to be as restrictive as possible to preserve as much of the original section as allowed by law.

- D. **Temporary Structures.** Except as expressly provided in this Declaration, no structure of a temporary character, trailer, tent, shack, barn, garage or other out-building shall be used on any Lot at any time as a residence temporarily or permanently, nor shall any temporary residence or other temporary structure be moved onto any Lot.
- E. **Signage.** Other than school spirit signs, alarm security signs and signs advertising the property for lease or rent as set forth below, signs of any kind shall not be displayed to the public view on any Lot except one (1) sign per Lot of not more than five (5) square feet advertising the property for sale and except signs used by the Declarant and by the original builders of any Dwelling to advertise the property during the construction and sales period. Declarant, its assigns, or the Association, will have the right to remove any such sign exceeding the size or number limits set forth in this provision which is placed on any Lot and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising with such removal. School spirit signs and alarm security signs will be allowed as long as they are reasonable in size and number, as determined by the Board, in its sole discretion. One (1) sign advertising the property for lease or rent will be allowed to be placed in a window of the home as long as the sign is reasonable in size, as determined by the Board, in its sole discretion.
- F. **Oil and Mining Activity.** Oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall not be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavations of shafts be permitted upon or in any Lot or Common Properties of the Subdivision. Derricks or other structures designed for use in boring for oil or natural gas shall not be erected, maintained or permitted upon any Lot or Common Properties of the Subdivision. With respect to all mineral interests in the land of which the subdivision is comprised, Declarant, for itself and its successors and assigns, hereby waives all surface rights.

- G. **Mailboxes.** The Properties will be served by cluster boxes by the U.S. Post Office. Individually Lots may not have mailboxes.
- H. **Exterior Lighting.** All exterior lighting on all houses and on all Lots shall be approved by the Committee.
- I. **Sound Devices.** No external horns, whistles, bells, or other sound devices, except for security systems used exclusively to protect the dwelling unit, shall be placed or used on any Lot or improvements. This paragraph shall not preclude the use of outdoor speakers for hi-fis, stereos, or radios if the sound level is maintained at a reasonably low level with respect to adjoining property.
- J. **Window Treatment.** No window in any dwelling unit or other improvement that is visible from any other Lot or a street may be covered with any aluminum foil or other reflective material. Window coverings must be installed pursuant to the Rules and Regulations or architectural guidelines.
- K. **Air Conditioners.** No window, roof or wall-type air conditioner is allowed.
- L. **Pools.** No above-ground swimming pools shall be erected, constructed or installed. In-ground swimming pools and landscaping must comply with the terms and provisions set forth in the Rules and Regulations or architectural guidelines.
- M. **Tents, Mobile Homes and Temporary Structures.** Except as may be permitted by the Committee during initial construction within the Properties, no tent, shack, mobile home, or other structure of a temporary nature shall be placed upon a Lot or any part of the Properties. The foregoing prohibition shall not apply to restrict the construction or installation of a single utility or similar outbuilding to be permanently located on a Lot, provided it receives the prior approval of the Committee, as appropriate, in accordance with Article III hereof. All permitted structures shall be properly maintained at all times and positioned on the Lot so as to not be visible from the fronting street and/or side street in the event of a corner Lot. Materials, color and design of all permitted structures must be the same as the primary dwelling. In addition, party tents or similar temporary structures may be erected for a limited period of time for special events with prior written approval of the Board.
- N. **Tents, Mobile Homes and Temporary Structures.** Except as may be permitted by the Committee during initial construction within the Properties, no tent, shack, mobile home, or other structure of a temporary nature shall be placed upon a Lot or any part of the Properties. The foregoing prohibition shall not apply to restrict the construction or installation of a single utility or similar outbuilding to be permanently located on a Lot, provided it receives the prior approval of the Committee, as appropriate, in accordance with Article III hereof. All permitted structures shall be properly maintained at all times and positioned on the Lot so as to not be visible from the fronting street and/or side street in the event of a corner Lot. Materials, color and design of all permitted structures must be the same as the primary dwelling. In addition, party tents or similar temporary structures may be erected for a limited period of time for special events with prior written approval of the Board.



- O. **Sight Distance at Intersections.** All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.
- P. **Artificial Vegetation, Exterior Sculpture and Similar Items.** No artificial vegetation, including but not limited to plastic plants or other artificial or simulated plants, shall be permitted on the exterior of any portion of the Properties. No exterior sculpture, fountains, birdhouses, birdbaths, other decorative embellishments or similar items shall be permitted unless approved in accordance the Rules and Regulations or architectural guidelines.
- Q. **Playgrounds and Decks.** No decks, wooden or otherwise, jungle gyms, swing sets or similar playground equipment shall be erected or installed on any Lot without prior written approval of the Committee in accordance with Article III hereof. These items shall be positioned on the Lot so as not to be visible from any street. Any playground or other play areas or equipment furnished by the Association or erected within the Properties shall be used at the risk of the user, and the Association shall not be held liable to any person for any claim, damage, or injury occurring thereon or related to use thereof. Decks, jungle gyms, swing sets or similar playground equipment must be placed on the rear of the Lot no closer than five (5) feet to the side and fourteen (14) feet to the rear lot lines unless stated otherwise herein.
- R. **Walls, Fences and Hedges.** Prior to the completion of a dwelling unit upon the Lot, the Lot must be fenced pursuant to the standards and specifications set forth in the Rules and Regulations or architectural guidelines. No hedge in excess of three feet (3') in height shall be erected or maintained nearer to the front Lot line than the building set-back line. Unless approved by the Committee, no chain link, chicken wire, or other wire fence will be permitted on any Lot. No fence or wall shall be erected on any Lot nearer to the street than the building setback lines as shown on the Subdivision Plat. The Committee has the right to deviate any height restriction and its approval for the style and materials to be used based on the location within the Properties. It is the intent to maintain visual continuity especially along entryways and/or main thoroughfares and/or adjacent to common area properties. Title to any fence shall pass ownership with title to the Lot and it shall be the Owner's responsibility to maintain said fence thereafter in the manner prescribed by the Association.
- S. **Exterior Paint.** The exterior surfaces of buildings, fences or walls located in the Properties shall not be painted or stained unless the Committee gives its prior written approval of the color of paint or stain to be used; such approval is required even when painting with the existing color. The purpose of this covenant is to maintain harmony of the exterior paint colors of the buildings throughout the Properties. Iridescent colors or tones considered to be brilliant are not permitted. Accordingly, the Committee shall not be obligated to approve any color of exterior paint that is different from the original paint applied to the exterior of the buildings. Any perimeter fence or wall shall be maintained in its natural state.
- T. **Minimum Lot Areas.** No Lot shall be re-subdivided or replatted without the prior approval of the Board.
- U. **Composite Building Site.** Any Owner of one (1) or more adjoining Lots (or portions thereof) may, with prior written approval of the Board, consolidate such Lots or portions into one (1) building site, with the privilege of placing or constructing improvements on such resulting

composite site, in which case the side set-back lines along the common lot lines shall be eliminated and said set-back lines shall thereupon be measured from the resulting side property lines rather than from the center adjacent Lot lines as indicated on the Subdivision Plat. Further, any utility easements along said common lot lines shall be eliminated and abandoned upon approval of a composite building site, provided such easements are not then being used for utility purposes. Any such composite building site, must have a front building set-back line of not less than the minimum front building setback line of all Lots in the same block. For purposes of the Assessments set forth in Article VI hereof, such composite building site will be assessed by the number of Lots contained within such composite building site.

- V. **Development Period.** During the Development Period and notwithstanding anything contained wherein to the contrary, Declarant and builders authorized by Declarant may construct and maintain upon portions of the Common Properties and other property they own, such facilities, activities, and things as, in Declarant's sole opinion, may be reasonably required, convenient, or incidental to the construction or sale of homes on the Lots. Such permitted facilities, activities, and things shall include business offices, signs, flags (whether hung from flag poles or attached to a structure), model homes, sales offices, holding or sponsoring special events, and exterior lighting features or displays. In addition, if reasonably required, convenient, or incidental to construction or sales activities, Declarant and builders authorized by Declarant may park vehicles in areas other than garages or driveways, including on streets. The rights of builders authorized by Declarant under this Section are subject to Declarant's approval. Declarant and builders authorized by Declarant shall have easements for access to and use of such facilities at no charge. Sales offices authorized pursuant to this Section shall comply with the standards imposed by the Declarant. Furthermore, during the Development Period, no rule, regulation or restriction shall be enacted or implemented by the Association or the Board which would limit or otherwise restrict routine home construction.
- W. **Occupants Bound.** All provisions of the Declaration, Bylaws of the Association ("Bylaws") and of any Rules and Regulations or other guidelines or restrictions promulgated by the Board which govern the conduct of Owners shall also apply to all occupants, guests and invitees of any Lot. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws, and the Rules and Regulations or other guidelines or restrictions promulgated by the Board, and shall be responsible for all violations and losses to the Common Properties caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, Rules and Regulations and other guidelines or restrictions promulgated by the Board.
- X. **Quiet Enjoyment.** No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any structure, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious, illegal, or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties. No outside burning of wood, leaves, trash, garbage or household refuse shall be

permitted within the Properties. No speaker (unless otherwise authorized herein), horn, whistle, bell or other sound device, except alarm devices used exclusively for security purposes, shall be installed or operated on any Lot. The use and discharge of firecrackers and other fireworks is prohibited within the Properties. No musical group may perform or play and no outside instruments may be played without the prior written approval of the Committee.

- Y. **Garage Sales.** Garage sales, moving sales, rummage sales or similar activity shall be limited to a total of two (2) per year to be held on the specific date(s) and in the manner designated in writing by the Board.
- Z. **Unsightly or Unkempt Conditions.** It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage or other approved enclosure.