



Ross Companies

"Excellence in Action"

MEMORANDUM

TO: Owners/Residents of the Fountain Park Homeowners Association

FROM: Ross Property Management

DATE: January 2012

SUBJECT: Newly revised community policies effectively immediately

Last year, the Texas Legislature passed numerous new laws relating to homeowners associations. As a result, a great deal of time and effort was expended to re-write your community policies to make certain to include any and all changes to the law. After careful consideration, your Board of Directors has approved the final copy. Enclosed you will find a copy for your records. A copy also will soon be posted to the community website at www.FountainParkHOA.com.

If after your review you have any questions, please don't hesitate to give us a call anytime at 817/261-9154.

**THE HOMEOWNERS ASSOCIATION OF FOUNTAIN PARK, INC.
COMMUNITY POLICIES**

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF TARRANT §

WHEREAS the Homeowners Association of Fountain Park, Inc. is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as “Declarations”); 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 regarding policies contained therein, it is appropriate for the Association to adopt guidelines regarding policies within the community.

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

ASSOCIATION GENERAL INFORMATION

The following information is being provided to owner/members of the Homeowners of Fountain Park for two (2) main reasons. The primary reason is to help everyone understand and appreciate your surroundings. The second reason is communication because it is essential that open communications exist between all residents, the Board of Directors and the Association Manager of Fountain Park.

To do this, we must start with the creation of the community with this being defined and regulated by the Declaration of Covenants, Conditions and Restrictions of Homeowners of Fountain Park located in Euless, Tarrant County, Texas that was originally filed of record (in Tarrant County) on December 23, 2002. This Declaration and Bylaws applies to everyone who purchases a lot within the Fountain Park Community and outlines the obligations of the Association, members and residents and governs all activities within the Community. It is essential that every owner/resident review and understand these documents because these are structured to govern everyone.

In addition to the provisions of the Declaration and Bylaws, the Board of Directors have initiated these Community Policies that will assist the Board and the Association Manager with the enforcement of Declaration and will help in achieving the goals that Fountain Park HOA has established. Many provisions contained within the Community Policies are inclusive within the Declaration, but are repeated within this policy for special emphasis.

The goals of the Homeowners Association of Fountain Park are primarily to:

1. Establish maintenance standards and maintenance systems in order to safeguard the value of the investment of all owner/members of the Association by insuring that the value of individual homes will escalate at the maximum appreciation rate.
2. Provide to all residents, both owner/members, as well as those who choose to lease their home; a community atmosphere that is "structured" but provides a "quality of life" that everyone will 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, by coordinating all phases of ownership into one smoothly operating entity.

If we are to achieve these goals, we must have standards to follow. However, the Board is always cognizant of the cost of maintaining the standards that are established because you, as the homeowner, pay this cost, whether paid by the owner/member individually or paid by the Association from the dues each owner/member pays.

COMMUNITY INFORMATION

Fountain Park HOA Web-Site – FountainParkHOA.com

Emergency Telephone Number – 911 (Medical, Police, Fire or any other type of emergency)

Association Manager – Ross Investments, Inc. dba Ross Property Management, 817/261-9154

Schools Serving the Area (as of 12/15/11)

Lakewood Elementary, 1600 Donley Drive, 76039, (817) 354-3375

Eules Jr. High, 306 Airport Freeway W., 76039, (817) 354-3340

Trinity High School, 500 N. Industrial, 76039, (817) 571-0271

Utility Companies

Water/sewer: Eules City Water Utility, (817) 685-1461

Electric: Deregulated and you have a choice

Telephone: Deregulated and you have a choice

Garbage Collection: (817) 685-1410

Governmental Agencies

City of Eules Municipal Offices: (817) 685-1420

City of Eules Police Department: (817) 685-1506 EMERGENCY - 911

City of Eules Fire Department: (817) 685-1600 EMERGENCY - 911

Other Important Telephone Numbers

Animal Control (817) 685-1594

Field Needs Mowing (817) 685-1422

Library Information (817) 685-1679

Municipal Court – Tickets, Fines (817) 685-1460

City Website: www.ci.eules.tx.us

ASSOCIATION COMMITTEES & CLUBS

One of the most important elements of creating a “quality community”, and one that shows that the Owners take pride in their home, is for Owners 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 will enjoy. By working hand in hand with your neighbors and being active on one or more Association Committees, your thoughts for improving the Community can be heard. This will also help you to become better acquainted with your neighbors. The following provides the name and general purpose of Committees that 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 Board of Directors appoints all committee chairpersons. Owners who wish to participate serve as members. Committees typically meet together from time to time as needed to discuss their area of responsibility. If improvements are needed, once these have been identified, the committee chairperson presents this to the Board for their consideration. In this regard, the Board of Directors controls all activities within the Association but with the assistance and input of Owners and/or Residents who wish to participate.

ACCESS GATE

May provide on-site assistance with the mechanical operation of the access gates; reporting any repairs that may be needed to the Association Manager and/or the access gate contractor. May also be involved in assisting with the programming of telephone numbers and access codes for new owner/residents.

ARCHITECTURAL CONTROL COMMITTEE (or ACC)

Consists of three members; appointed by the Board of Directors and 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 of a standard that is equal to (or exceeds) and blends with other improvements within the Community. Following committee review, they will either; approve, modify, or deny such requests; with the Architectural Control Committee having the authority of making the final decision on all matters.

BYLAWS COMMITTEE

Reviews the Association Bylaws and/or Declaration and/or Community Policies and makes recommendations to the Board of any additions, deletions or changes they believe to be needed.

COMMUNITY WATCH OR CRIME WATCH

Oversees, and is alerted to, any actual or potential criminal activity within the Community. This committee works closely with local law enforcement agencies in helping to educate Owners and Residents as to 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.

FINANCE

(Typically Chaired by the Treasurer)

Oversees the financial needs of the Association regarding month-to-month anticipated revenue and expense obligations as well as long-term needs. The Finance Committee Chairman may also either prepare or assists in the preparation of annual budgets (and/or confirms or reviews budgets prepared by the Association Manager), making recommendations regarding financial matters to the Board.

LANDSCAPING

Reviews and makes recommendations to the Board for the care and/or improvement of Association Common Areas. Members also may participate in making actual improvements to the Common Areas with the planting of shrubs, flowers, etc.

NEWSLETTER/PUBLISHER/COMMUNICATIONS

Prepares, prints and distributes 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.

POOL

Overviews the pool and pool area, maintaining the pool deck area in clean and orderly fashion and monitors the pool area restrooms for cleanliness. Members also monitor water level and fills the pool as needed. Repairs or improvements, if needed, are recommended to the Board of Directors. Any problem areas noted are immediately communicated to the Association Manager to be resolved. An outside pool contractor is used for cleaning the pool shell, maintaining proper levels of chemicals as well as maintaining all pool equipment, etc., with these activities being handled exclusively by a licensed pool contractor subject to Texas State law.

SOCIAL

Plans Association social activities throughout the year such as picnics, Community wide garage sales, 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. (IE; illness, death, etc.)

CLUBS

Where there are those with “common interests” who come together and participate in the activities that 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

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

Could be any other card, domino 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 is quilting or making special items to given to their friends at Christmas or other special occasions, this type of club can be very rewarding and entertaining.

ASSOCIATION MANAGER

Name: Ross Investments, Inc. dba Ross Property Management

Mailing address: 1108 W. Pioneer Parkway, Arlington, TX 76013

Principal contact persons: Charles Seamen, Property Supervisor
Terry L. Jones, President
John W. Ross, CEO

Business telephone: 817-261-9154

Facsimile: 817-276-9881

Corporate Web-Site: www.RossInv.com

24 hour EMERGENCY: 817-718-6061 **(Other than normal business hours)**

E-mail: Charles Seamen CharlesS@RossInv.com
Terry Jones TerryJ@RossInv.com
John Ross JohnR@RossInv.com

SPECIAL NOTE: In the event any information being conveyed by an Owner or Resident is deemed to be an emergency and/or will need an immediate response, you are to contact Ross Property Management by telephone or visit their corporate office personally.

Ross Property Management is a company that has been involved in property management since 1977 and has significant experience in assisting Associations in fulfilling their responsibilities including the coordination of maintenance activities that may be required within the Community. The Association and the Association Manager does not have personnel who spend all of their time at the Property. Although property inspections are made on a routine basis, they depend a great deal on every Resident to be their “eyes” and “ears” in helping to monitor activities within the Community and to assist in identifying those who violate the provisions of the Declaration, Bylaws and/or Community Policies. Therefore, every Resident is encouraged to report anything they may observe as being “unusual” or might help to identify any person or persons creating disturbances within the Community or who violates any provisions of these documents. A telephone call may be sufficient to convey your message but you may be requested to provide something in writing in order to support any corrective action that may be necessary. Any contact made by a Resident is held confidential between the Resident and the Association Manager unless the specific circumstances mandate otherwise.

Regardless of how “insignificant” you believe that something may be, you are encouraged to report this so the activity may be properly documented for future reference. Ross Property Management is also to be contacted in the event maintenance is needed within the Community. This includes but is not necessarily limited to night lighting that is inoperable, sprinkler system repairs, etc. Any activity or occurrence that may be observed that you deem to be an emergency, Ross personnel are available 24 hours a day, 365 days each year for assistance.

COMMUNITY POLICIES

Subjects are listed and described in alphabetical order. No warranty is given or implied. Please refer to the actual filed deed restrictions and bylaws for exact provisions. If you do not have a copy of the Declaration, contact the Association Manager and one will be provided to you. If any provisions contained within the following Community Policies are found to be in conflict with the Declaration, the Declaration will prevail.

Access Gate Instructions
Animal Policy (pets)
Antennas (see Satellite Dishes)
Architectural Control Committee Procedures
Architectural Guidelines
 Drainage
 Driveways, Sidewalks & Walkways
 Exterior Lighting
 Exterior Painting
 Fences
 Flags/Flag Poles
 Gutters & Downspouts
 Landscaping & Landscape Maintenance
 Landscaping Borders & Retaining Walls
 Mailboxes
 Patios, Decks & Porches
 Rainwater Recovery Systems
 Roofing Projects
 Satellite Dish Specifications & Antennas
 Siding
 Solar Energy Devices
 Solar Screens & Solar Film
 Storage Buildings/Sheds
 Storm Doors & Windows
 Swimming Pools, Hot Tubs & Spas
 Property Modification Request (form)
 ACC-Acknowledgement of Applicant
 (form)
Basketball Goals
Burning
Businesses
Collection Policy and Procedures (for dues and other assessments)
Common Property (use by owners and/or residents)
Construction and/or Modification of Dwellings or Other Structures
Garages & Garage Doors
Gardening
Homeowner Disputes
Insurance
Landscaping (common areas and personal property)
Leasing of Dwellings (certain requirements exist)
Lighting
Mailboxes
Maintenance (of landscaping and all Lot improvements)
Nuisances (excessive noise, noxious odors, etc.)
Owner/Resident Safety
Parking
Personal Property, required to be "Screened" From View
Pool Rules
Records Production & Copying Policy
Reserve Study & Funding
Signage
Solicitations within the Community
Speed Limits within the Community
Storage of personal articles on Common Property
Streets (also see Parking)
Transfer Fee Charge (upon the sale of a Dwelling)
Trash Disposal
Walkways and Community Entrances
Window Coverings
Yard Art

ACCESS GATE INSTRUCTIONS

Access gates are provided to discourage uninvited visitors from entering the community, but even with an access gate system, preventing uninvited visitors is not guaranteed. When you become a Resident of the community, you must provide a telephone number (where you can be reached so that guests entering the property can contact you) so that your name and telephone number can be programmed into the system. The Association is providing one transmitter per lot, but more transmitters are available and may be purchased from the Association through the Ross Property Management office for \$35.00 each (this price is subject to change at any time).

Using Your Transmitter for Entering the Community:

When approaching the entrance, depress the button on the transmitter to open the gate. There is no need to point the transmitter towards the gate because the technology is similar to a garage door opener. The gates will begin to open and you may enter.

Exiting the Community:

The exit gate is triggered by a magnetic loop cut in the concrete directly in front of the exit gate and it will open automatically as you slowly approach the gate. At times, motorcycles may not trigger the magnetic loop in the concrete. If this problem occurs, contact the Association Manager for further instructions.

Peak Traffic Periods:

At peak traffic times, the gates may be programmed to stay open to aid in quick traffic flow and to save wear and tear on the equipment. Normally, these periods are early morning and late afternoon (as folks are going to or coming back home from work). Specific times and/or days are to be determined any may deviate during certain times of the year.

Tailgating:

The gate sensors are magnetic and may take a few seconds to respond. Therefore, if you try to tailgate someone entering the property without using your transmitter, the gate may not register your presence and close on your vehicle. **If you do not depress your own transmitter button, the gate may strike your vehicle causing damage. Never tailgate someone into the property.**

Moving Vans:

Do not allow moving vans or similar large vehicles to park in the pathway of the gate. The safety loops will "retune" after a few minutes and close on the truck.

Private Entry Codes:

By use of a private, four-digit entry code of your choosing, the gate may be opened using the keypad. To do so, press the "#" sign, and then enter the four-digit code. Codes that are assigned to you will be unique and should not be disclosed to any person other than those you intend to have as guests. **If you do not have a private entry code assigned, and you would like one, or if you would like your code changed, please contact Ross Property Management.**

Visitor Entry:

Any guest must press "A" or "Z" to scroll to your name that is listed on the keypad at the entrance gate. Your telephone number is not listed. Once your name appears, your guest will dial the associated directory code displayed on the call box screen by entering the code and pressing the "Call" button. Your telephone

will ring and you can speak to the party at the gate. If you wish to grant them access, press the "9" on your telephone to open the gate. If you wish to deny them access, press the "#" key on your phone.

Once your guest knows your directory code, it is not necessary for them to scroll to your name. They can simply enter your code and press the "Call" button.

If you are on the phone when your guest tries to contact you from the telephone entry system, they will hear a busy signal and will have to wait for you to end your call before they can contact you. To eliminate this problem, we suggest you order call waiting from your local telephone company.

Non-operational Gates:

There are only a few occasions when the gate will not work properly, usually because of damage or forcible entry. If for any reason you believe that the gate is malfunctioning, immediately notify the Association Manager (817/261-9154) and they will take appropriate action to remedy the problem. If everyone will take responsibility to help in recognizing and reporting problems, not only dealing with the gate but also problems that may be observed anywhere within the community, your enjoyment of your community will be enhanced.

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 dogs, cats or other household pets may be kept for the purpose of providing companionship for the private family. Specific types of animals are prohibited (see Declaration) but no more than four pets may be kept on any Lot at one time, to be housed on the interior of the Dwelling or in a fenced yard, as long as the animals do not become a nuisance to neighbors. 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 Homo sapiens. "At large" shall mean:

- a) *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.
- b) *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.
- c) Provided, however, that any animal confined within a cage, automobile or other vehicle of its owner shall not be deemed at large.

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 – GUIDELINES AND PROCEDURES

Overview

The Board of Directors of the Homeowners Association of Fountain Park, Inc. (Association) has established these Architectural Guidelines (Guidelines) in accordance with the authority granted to them by provisions of the Declaration of Covenants, Conditions and Restrictions (DCC&R's). The Guidelines are established to assure uniform and fair interpretation of the DCC&R's. The Guidelines are intended to provide all home owners in Fountain Park, information about the type, color, quality and grade of material which may be used in construction of various kinds of improvements, the size and location of such improvements, and the procedure followed by the Association for reviewing applications for proposed improvements.

These procedures and Guidelines may be amended by the Board from time to time as it deems necessary and appropriate.

The Board of Directors will appoint an Architectural Control Committee (ACC) to assist in reviewing and evaluating applications for improvements to homes, structures, and properties (lots) within the Subdivision in accordance with the DCC&R's and these Guidelines. The ACC may make recommendations to the Board regarding changes to the Guidelines and recommend approval of variances. Only the Board may approve variance from the Guidelines.

Repairs and improvements are required to be of equal or better quality than original construction and of the same type. While there is no specific requirement for the homeowner to apply to the ACC for such in kind repairs, the quality of such work may come under the scope of the ACC's responsibilities if the repair is done in such a way as to detract from the appearance of the neighborhood.

Application Procedure

Applications may be obtained from the Fountain Park HOA website at: www.FountainParkHOA.com or from Ross Management Company. 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 thirty (30) days in advance of the projected start date. Completed applications should be returned to Ross Property Management, who will forward the application to the Architectural Control Committee (ACC).

Please be sure to adequately describe the work you are proposing to do. If you have any questions, feel free to contact Ross Property Management or any member of the ACC directly. If your request is not clear, the ACC may deny your request pending submittal of clarifying information. Please follow the instructions on the ACC form and sign the Acknowledgement of Applicant on back side of form.

Instructions

For specific information, refer to the section pertaining to the type of work you are proposing. In addition to this application, you must submit the following attachments:

1. A site plan with the location of the proposed work drawn to scale with exact dimensions shown. Note distances from property lines and show relationship of proposed work to neighboring homes and open spaces.
2. Drawing or illustrations of the proposed work showing the design.
3. Description of materials to be used and include all samples i.e. paint chips
4. Color: Note whether the color will match the existing house or trim of house, or attach a color chip for other color.

5. Grading plan if changes in grade or other conditions will affect drainage. Note: if your work will alter drainage patterns of adjacent properties, you **must** obtain the signature of the owner(s) who will be affected.

ACC Committee Review Procedure

The ACC will meet on an as needed basis. Homeowners are welcome to arrange to meet with the ACC to discuss your plans. 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 reviewed at the Owner's expense, by a professional third party at selected phases of construction. ACC will approve or disapprove the application within 21 days or less from the receipt of the application. If the Architectural Control Committee fails to approve or disapprove a "written request" made by Owner within twenty one (21) days of submission, and Owner has not been contacted to the contrary, approval of Owner's request is assumed. Every effort will be made however; to review each request made on a timely basis with the Owner contacted in writing regarding the decision of the Architectural Control Committee.

Whether your application is approved or denied, you will receive written notification by email or mail shortly after the meeting. ACC decisions shall be conveyed in writing by the Management Company to the applicant and shall include a statement of the conditions under which the application is approved, if any, or the primary reason (s) for disapproving the application. You may also email the ACC or contact Management Company to find out the status of your application. However, work shall not commence until you have received the written notice of your application's approval. 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. Decisions made by the ACC in reviewing applications are not based on personal opinion or taste. Judgment of acceptable design is based on the following criteria which represent in more specific terms the general standards of the CCR's:

- Conformance with Covenants: All applications are reviewed to ensure that the proposed work is in conformance with the CCR's and Architectural Controls.
- Validity of Concept: The basic idea must be sound and appropriate with its surrounding.
- Design Compatibility: The proposed work must be compatible with the Architectural characteristics of the applicant's house, adjoining houses and the neighborhood setting. Compatibility is defined in terms of Architectural style, use of materials, color and construction details.
- Workmanship: The quality of work must be equal to or better than that of the homeowner's property and the surrounding area.

Appeal Process

In the event that the ACC disapproves an application, the applicant may submit to the ACC a written request for reconsideration within thirty (30) days of denial. The applicant may submit with the written request for reconsideration an explanation of additional or extenuating circumstances or any other additional information, which the applicant considers relevant to the original application. The ACC shall review the request for consideration and then notify the applicant in writing of its final decision. In the

event that the ACC denies the request for consideration the applicant may submit to the Board of Directors of the Association the written request for reconsideration. The Board of Directors shall review the request for reconsideration at the meeting of the Board of Directors next following the date upon which the request is received unless circumstances dictate otherwise and notify the applicant of the Board's decision. All decisions of the Board of Directors shall be final. During the period of the entire appeal process, the decision of the ACC on the original application shall remain in effect; further, an appeal of a decision of the ACC shall not be considered a new application resulting in approval of the original application if a response to the request for reconsideration is not submitted by the ACC or the Board of Directors within thirty (30) days of its receipt.

If the Board of Directors has assumed the responsibilities of the ACC then the Board of Directors president will not be a member of the ACC. If the BOD/ACC denies the request for consideration the applicant may submit to the Board of Directors President a written request for reconsideration.

ARCHITECTURAL GUIDELINES

DRAINAGE

Texas Law requires that the owner ensure that the placement of any modifications or landscaping does not halt or materially impede drainage flowing off of a neighboring tract, and does not redirect the flow or significantly increase the amount of water flowing onto a neighboring tract. Enforcement of this requirement is by the affected property owner(s).

DRIVEWAY, SIDEWALKS & WALKWAYS

A request must be submitted for any driveway/sidewalk/walkway removal, addition or modification. Driveways, sidewalks and walkways must be constructed of concrete or other materials approved by the ACC.

No excessive concrete will be allowed on lots.

No Driveway can be wider than the garage.

Asphalt driveways, sidewalks and walkways are prohibited.

EXTERIOR LIGHTING

A) Changes to Existing Lighting: Outside lighting which was installed at the time of construction or which was installed after original construction with the approval of the ACC may be replaced with a new fixture provided that the wattage of the new fixture does not exceed the wattage of the existing fixture. Existing gas lighting may be converted to an electric incandescent bulb provided that (1) the incandescent bulb is a clear glass type, and (2) the lighting color is white. The Board also indorses the use of energy efficiency lights.

B) Security Lighting: Security Lighting is controlled with a motion detector and shall be permitted with the ACC approval so long as each lamp does not exceed 150 watts and the wattage in each fixture does not exceed 300 watts. The front three up lights or down lights that were provided with the home are considered security lighting and it is recommended that they remain on from dusk to dawn. All other

security lighting shall be mounted behind the back plane of the house. No pole-mounted security lights (including sodium vapor and mercury vapor) shall be permitted. No security light fixture shall be allowed above the eaves of the house or garage. Exceptions to mounting security lighting behind the back plane of the house and/or allowing security lighting above the eaves of the house or garage may be granted by the ACC if the design and location of the house and/or garage on a lot, warrants an exception. No more, than one (1) mercury vapor light of not more than 150 watts shall be permitted on any lot. Sodium vapor lights are permissible provided that each sodium vapor light does not exceed 70 watts. **The Board recommends that all rear spot lights have motion detectors installed to improve security to the homeowner.** The Board also endorses the use of energy efficiency lights.

C) Landscape Lighting: Exterior landscape lighting shall be permitted with the ACC's approval so long as the lighting is located within flower beds, shrubs, and/or trees. Pole mounted landscape and/or decorative lighting shall also be permitted with ACC approval so long as (1) the pole does not extend more than seven feet (7') above the ground, (2) the light fixture is not situated more than six feet (6') above the ground, (3) the light is neither sodium vapor nor mercury vapor.

D) Gas Lights: Two (2) gas lights per lot shall be permitted with the ACC's approval; provided that the gas lighting color is white. The pole and lights shall not extend more than seven feet (7') above the ground.

E) Annoyances: All new lighting which is approved by the ACC shall be subject to a ninety (90) day trial period after installation to assure that the lighting is not objectionable to surrounding residents. If, at the end of the ninety (90) day period, the ACC determines that the lighting is not unreasonably offensive or an annoyance to surrounding residents, the ACC's approval shall be final; otherwise, the lighting shall be removed or modified in accordance with the decision of the ACC.

EXTERIOR PAINTING

Any changes in exterior color for houses, garages, entry doors, shutters, porches, decks and trim must be approved by the ACC. Approval is not required where the homeowner is repainting or staining with the same color as originally used.

Requests to paint an area that has not been previously painted or to change the color must include at least two (2) color samples or paint chips and a photograph of the brick color. If, in the opinion of the ACC, the new color is compatible with both the individual home and the neighborhood, the color change will be granted.

Stain must match on houses with wooden garage doors and shutters.

Colors approved for accents including trim, shutters, doors, windows and gutters of homes and garages will be limited. Accent colors may be earth tones, colors that blend with brick, or are compatible with the neighborhood. Accent colors are not intended to "outline" the structure and any color that does so will not be approved.

All paint/stain must be kept in good condition, with no fading, chipping, mildew, etc.

FENCES

All fences must comply with the Fountain Park Declaration of Covenants, Conditions and Restrictions.

All homes require a fence. Unless approved by the ACC, the fencing should be no more than six and one half (6 ½) feet in height and have slats measuring 3.5 inches to 6 inches wide installed vertically only. The smooth or “good side” shall be facing the street on the front side of all lots. Corner lots require the smooth side out on front side, side lot lines, and all other parts of the fence visible from any street.

All fencing shall be of wood material with wooden or steel post. Any other material requires ACC approval.

Extending or adding to the top of a fence is not allowed.

Fences must be maintained in good condition, with no loose or broken boards.

The ACC may approve a fence height of eight feet (8’) under the following conditions:

- A. When the side or rear area of two lots are elevated and/or the design of the two homes is such that an (8”) fence would provide more privacy for each lot owner. Approval for the increase in height however, may be conditioned on each of the two lot owners that are affected agreeing (in writing) that they wish to have the additional height.
- B. When the side or rear area of a single lot is continuous to land (developed or undeveloped) that is not part of the Fountain Park sub-division.
- C. Along the side area of a lot where the elevation of a lot is higher than the area where the fence is to be installed.

Any staining of fence other than to a previously approved and applied color must be approved by the ACC. Approved stains are as follows:

BEHR STAINS **(TRANSLUCENT STAINS ONLY, NO SOLID COLORS OR PAINT)**
DP 391 - CEDAR
DP 374 - ANTIQUE BRASS
DP 533 - CEDAR NATURAL TONE

IRON FENCES: On lots opening onto a public park, open space common area, or green belt, the Owner is required to erect and /or maintain an iron fence on that portion of the lot that is contiguous and adjacent to the open space, Public Park, common area and /or greenbelt. The iron fence must be at least (4) feet tall and may not exceed six (6) feet in height. The iron fence must be uniform throughout any particular section or phase of the subdivision and the ACC must approve the details for the iron fence in writing.

Any fencing not connected to a neighboring fence must be submitted for ACC approval.

FLAGS/FLAG POLES

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 display of flags therein, it is appropriate for the Association to adopt guidelines regarding the display of flags.

- 1. These Guidelines 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.

2. These Guidelines do not apply to any flags other than the Permitted Flags listed in section 1 above including, but not limited to:
 - a. flags for schools, sports teams, businesses or foreign countries; or
 - b. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
 - c. historical versions of the flags permitted in section 1 above.
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.
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
 - d. beyond half the distance of the front setback line (for example, on a lot with a 30’ front setback line, a flagpole may not be installed closer than 15’ from the front property line); or

- e. closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).
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.

The guidelines are effective upon recordation in the Public Records of Tarrant County, and supersede any guidelines for display of flags which may have previously been in effect. Except as affected by Section 202.007(d) and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

GUTTERS & DOWNSPOUTS

The installation of gutters and downspouts SHALL NOT require approval of the ACC: 1) if they are painted to match the color of the original house exterior, brick or trim, adjacent to where the installation occurs 2) installation does not result in undue drainage onto neighboring properties 3) gutters and downspouts are of similar materials to original construction. For safety reasons downspouts should never be directed onto sidewalks.

LANDSCAPING & LANDSCAPE MAINTENANCE

Every homeowner shall maintain his or her lot, structures of the lot, and landscaping in good condition and repairs, including but not limited to:

- Weeding, watering, mowing and edging along sidewalks, driveways and flowerbeds of all lawns. Pruning and trimming of all trees, hedges, and shrubbery to present a neat appearance and to avoid obstructing the view of motorists and pedestrians of street traffic.
- There must be a distinct separation between the lawn and the flowerbeds.
- Removing or replacing any tree or shrubbery that dies within 30 days. Tree stumps must be removed entirely.

- All areas between the curb and sidewalk shall be grass. Planting of trees or shrubs in this linear area is prohibited unless by special approval of the ACC.
- Toys, bicycles, skateboard, etc., should be properly stored after each use out of public view.
- Permanent placement of barbecue grills in the front or side yard is prohibited.
- Garden hoses, wheelbarrows, garden tools shall be stored after each use out of public view.
- Woodpiles must be kept in the rear yard only and screened to conceal them from view of neighbors and streets.
- Rear yard and fenced side yard landscaping is generally at the discretion of the individual homeowner. External improvements such as pools, trellis structures, patios and similar improvements do require special approval. Care should be taken in locating such rear or side yard improvements so as to respect the privacy privileges of rear yard utilization by adjoining lots. Homes that have side yards that abut the street should take special precautions when locations children's play equipment, arbors, accessory buildings and similar structures that can be seen from the street. They should be screened and sited away from view when possible. They must always receive ACC approval before being erected.
- Driveways must be kept clear of debris and be serviceable. Debris would include car parts, cut brush, trash or other discarded items.

LANDSCAPING BORDERS & RETAINING WALLS

All changes in landscape borders or retaining walls must be approved. When adding stone to the front of your home in the way of landscape borders, the size, color and height of the border will be taken into consideration by the ACC. It should be compatible with the exterior of your home's color and style. Color of mortar will also be taken into consideration by the ACC. Dark or black mortar is prohibited. All improvements should be harmonious with the home and neighborhood.

- No railroad ties, fencing materials, landscape timbers, etc. shall be approved as a retaining wall or landscape border.
- All retaining walls landscape borders adjacent to or facing the street must be finished with ACC approved landscape quality brick, rock or stone and must include mortar. Bricks must be laid so as the holes are not facing outward and in view of the street.
- Brick or stone must be reasonably level and straight.

MAILBOXES

Mailboxes are to be standardized and shall be constructed with the use of cast iron, brick or rock/stone. Modification or replacement of mailboxes is subject to prior approval by the ACC. Location shall be as required by postmaster guidelines.

PATIOS, DECKS & PORCHES

Decks and patios must be approved by the ACC with respect to location and the standard, type, quality and color of the materials used in the construction. The ACC may require appropriate fences if any portion of a proposed deck or patio could otherwise be visible from any street or adjacent lot. The ACC may require any unauthorized deck or patio to be either modified or removed and

the property restored to its previous condition, all at the expense of the owner or occupant of the property. Prior ACC approval must be granted for patios planned for any location other than the rear yard or if changes in grade or other conditions which affect drainage are anticipated. Mitigation of any possible adverse effects of drainage changes must be shown on the application. Approval will be denied if adjoining properties are adversely affected by changes in drainage.

Porches are permitted subject to approval by the ACC. The standard, type, quality and color of the materials used in the construction of a porch must be harmonious with the standard, type, quality and color used in the construction of the main residence.

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.

ROOFING PROJECTS

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

All re-roofing projects which replaces the existing roof with IDENTICAL (composite for composite, 30 year warranty, & color) materials do not need prior ACC approval. No skylights, solar panels or similar types of additions shall be permitted on the front of the roof ridgeline and/or gable of a structure. Any changes will require ACC approval.

Options are now available to owners to allow shingles that apply to the following:

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.

The ACC or the Board of Directors may require any unauthorized roofing work to immediately cease; it may also require an unauthorized roofing material to be removed and replaced with an approved roofing material, all at the expense of the owner or occupant of the property.

SATELLITE DISH SPECIFICATIONS & ANTENNAS

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 or all rights for operating or maintaining ham radio antennas. Satellite dishes shall not exceed one-meter (39") diameter and may be installed in the rear of the Residence but shall never be any further forward than the Electrical Power Meter for the residence and subject to prior approval by the ACC. However, these satellite/microwave receivers shall never be situated on the front of the residence. All wires must be neatly attached to the dwelling with no loose or dangling wires.

SIDING

Replacement siding on the exterior of a single family home shall match the orientation, width, exposure, and finish of the siding being replaced. Any change in siding materials requires application and approval from the ACC. Currently, only fiber-cement/hardiplank siding will be considered. No vinyl or metal siding products are allowed on any home in Fountain Park.

SOLAR ENERGY DEVICES

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.
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.

SOLAR SCREENS & SOLAR FILM

ALL sunscreens and solar film must be approved by the ACC and must be professionally installed. Sunscreens must contain the grids that are similar to the existing window. Sunscreens should be complementary to the brick exterior of the home. Solar film must be of the non-reflective type with samples to be approved by the ACC.

STORAGE BUILDINGS/SHEDS

No permanent or temporary outbuilding or dwelling or storage facility of any kind may be placed on any Lot unless approved by the Architectural Control Committee. (See **"Construction or Modification of Dwellings or Other Structures"** and **"Architectural Control Committee Procedures"**).

STORM DOORS & WINDOWS

Storm Doors are generally permitted on the front of a home provided they are clear or tinted glass pane with a simple wood or metal frame. The design and color are subject to review and approval by the ACC and shall be in keeping with the original door and home design.

Storm Windows are subject to the review and approval by the ACC with the frames matching the window frame color of the house. Other colors will be considered and shall be in keeping with the design and brick colors.

SWIMMING POOLS, HOT TUBS & SPAS

Swimming pools, hot tubs & spas are subject to the review and approval by the ACC to insure that the below guidance is met.

No pool, hot tub or spa of any type may encroach into any utility easement unless the utility companies involved have granted their written consent to such encroachment. Decking encroachment also requires a consent agreement. Copies of the consent granted by the utility companies must be received prior to ACC approval.

Ideally, any pool, hot tub or spa should be located at least five (5') feet from a side and rear lot line to maintain proper drainage on the lot. However, a minimum of three (3') feet will be allowed in certain instances. The pool must meet all building line and easement restrictions on the recorded plat.

Pools may only be constructed in the backyard.

All gate openings to any such area shall be closed with a self-closing and self-locking gate of the same construction and material as the fence.

Above ground pools are prohibited. Above ground spas, Jacuzzis or hot tubs are allowed provided they are screened from public view by landscaping or a privacy fence.

Pools, hot tubs or spas are to be drained so that they do not put any water on a neighboring lot.

All new pools, hot tubs and spas are required to meet all local codes and all required permits acquired.

HOMEOWNERS ASSOCIATION OF FOUNTAIN PARK, INC.
PROPERTY MODIFICATION REQUEST

Please **PRINT** all information: DATE: _____

Homeowner: _____

Address: _____

E-mail: _____

Telephone: Daytime: _____ Evening: _____

Submit request and all documentation by registered OR certified mail to:

Homeowners Association of Fountain Park - ACC Committee
c/o Ross Property Management
1108 W. Pioneer Parkway, Arlington, TX 76013

NOTE: Verification of delivery may be required.

I (homeowner) have reviewed the Homeowners for Fountain Park, Inc. architectural guidelines per the Declaration of Covenants, Conditions and Restrictions.

Description of modification(s) proposed: _____

Continue on back or attach additional pages as needed

Description should be as detailed as possible and include the following appropriate information:

- Designs and plans, showing dimensions
- Colors (paint chips if possible)
- Elevations
- General topography
- Materials to be used
- Distances from existing Dwellings on homeowners, and adjacent Lots
- Sketch or photograph of a manufacturer's product
- Provisions for drainage
- Statements from adjacent property owners, if appropriate
- Modifications that require digging call 1-800-DIG-TESS to locate utility lines.
- Owners are responsible for damage or consequential damage to utility lines.

Estimated Start Date: _____ Estimated Completion Date: _____

Unless otherwise approved by the ACC, improvements are required to be completed within 90 days

Owner Signature: _____ Date: _____

FOR ARCHITECTURAL COMMITTEE USE ONLY

ACC Decision: Approved Denied Approved as modified or with stipulation(s), attach comments if needed.

Committee Chairman Signature: _____ Date: _____

THIS FORM TO BE RETURNED WITH PROPERTY MODIFICATION REQUEST FORM

Application Procedure

Applications may be obtained from the Fountain Park HOA website at: www.FountainParkHOA.com or from Ross Management Company. 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 thirty (30) days in advance of the projected start date. Completed applications should be returned to Ross Management, who will forward the application to the Architectural Control Committee (ACC).

Please be sure to adequately describe the work you are proposing to do. If you have any questions, feel free to contact Ross Management or any member of the ACC directly. If your request is not clear, the ACC may deny your request pending submittal of clarifying information. Please follow the instructions on the ACC form and sign the Acknowledgement of Applicant on back side of form.

Instructions

For specific information, refer to the section pertaining to the type of work you are proposing. In addition to this application, you must submit the following attachments:

1. A site plan with the location of the proposed work drawn to scale with exact dimensions shown. Note distances from property lines and show relationship of proposed work to neighboring homes and open spaces.
2. Drawing or illustrations of the proposed work showing the design.
3. Description of materials to be used and include all samples i.e. paint chips.
4. Color: Note whether the color will match the existing house or trim of house, or attach a color chip for other color.
5. Grading plan if changes in grade or other conditions will affect drainage. Note: if your work will alter drainage patterns of adjacent properties, you **must** obtain the signature of the owner(s) who will be affected.

Acknowledgement of Applicant: (Signature Required)

1. I understand that construction of certain projects requires that I obtain a City of Euless (and possibly other governmental jurisdiction) building permit(s). Approval of the proposed work by the ACC does not affect or remove that requirement.
2. I understand that starting any work prior to written ACC approval is not allowed and that if alteration or construction is done and this application is not approved, I may be required to return the property to its former condition at my own expense and that I may be required to pay all legal expenses incurred by myself and/or by the Fountain Park HOA if legal action becomes necessary.
3. I understand that members of the ACC may enter on my property to make reasonable inspection of the proposed work locations only with my prior approval. Without this approval, the ACC may be forced to deny the proposed work due to lack of facts on which to base a decision.
4. I am aware of the Fountain Park Covenants, Conditions, Restrictions, Architectural Controls and Guidelines in regard to the review process.
5. The proposed work must be complete within 90 days of approval of the application by the ACC.
6. I understand that approval is contingent upon all work being completed in a workman-like manner with quality equal to or better than the original home construction.
7. I understand that if I disagree with the ACC ruling, I may appeal the decision as outlined in the guidelines.
8. I understand that a final inspection by an ACC member is required upon completion to insure the work was finished as outlined in the Modification Request.

Owner's Signature: _____ Date: _____

BASKETBALL GOALS

Basketball goals are allowed provided they are of a color that blends with the surrounding structures and they are installed in the rear of a Dwelling and not visible from the street.

BURNING

Except within fireplaces inside the Dwelling and except for outdoor cooking, utilizing equipment designed for that purpose, no burning of anything is permitted anywhere in the Community.

BUSINESSES

No Lot or Dwelling shall be used for business, professional, commercial or manufacturing purposes of any kind, unless the uses do not interfere with residents' use and enjoyment of neighboring lots, does not materially affect the number of cars parked on the street, or conflict in any other manner with Article 5.1 of the Declaration.

COLLECTION POLICY & PROCEDURES

The payment of Association dues and/or other Assessments are essential for activities and responsibilities of the Association to be performed. 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.

Assessments or Dues are due semi-annually each year (unless otherwise modified by the Board) and may be paid on the Fountain Park Website (FountainParkHOA.com) or with a check or money order that is mailed (or delivered) to the Association Manager. Upon approval by the Board, one-half (1/2) of the annual dues may be due on January 1st and one-half (1/2) due on July 1st, or on other dates as modified by the Board of Directors. When making a payment, be sure to provide your Lot address 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, as well as a late fee and/or interest will be applied to the owner's account.

In the Event any Assessment or Dues Payment becomes 11 Days Delinquent:

If the amount is \$10.00 or more, a delinquency notice will be sent to the owner and a \$25.00 late fee will be charged to the owner's account. An Additional late fee will be added each 30-day period that the delinquency continues. 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 60 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 lien holders	\$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 and the \$25.00 late fee will be added each and every month that a balance remains due.



In the Event any Assessment or Dues Payment Becomes 90 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 foreclosing 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 monthly to the owner’s account 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.

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 Declarations. 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; and
 - b. receipt of the first payment under the plan; and
 - c. acceptance by the Association as compliant with this Policy.
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.
 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 voided. The Association will provide written notice to the owner that the Payment Plan has been voided. A Payment Plan will be voided if the owner:
 - a. misses a payment due in a calendar month; or
 - b. makes a payment for less than the agreed upon 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 voided Payment Plan if all missed payments are made up at the time the owner submits a written request for reinstatement.
 10. If a Payment Plan is voided, 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.

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

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 Fountain Park HOA Board of Directors. This Collection Policy and Procedure shall apply to all owners with there being no exceptions.

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 without the approval of the Board. Also, no personal articles may be placed or stored on any portion of Common Property and may be removed by the Association without notice. Any damage caused to Common Property by any

Owner and/or Resident, the cost of repair will be the paid by 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. If this is necessary, a "Specific Assessment" will be made on the responsible Owner's lot (with this being the amount paid by the Association to make repairs plus 15% overhead) to reimburse the Association for costs incurred.

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. These provisions are necessary however, in order to protect the physical and visual integrity of all buildings within the Fountain Park Community. All Dwellings and Lots are to be maintained in order for the appearance not to be unsightly. No buildings, fence, wall or other structures shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration to the existing Dwelling be made unless approved by the Board. 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 Board. 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.

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, the Association may remove any items displayed in violation of these guidelines.

DOCUMENT RETENTION POLICY

The Association desires to establish a policy for document retention consistent with Section 209.005 and to provide clear and definitive guidance to property owners.

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. In the event the emergency occurs at any time other than normal business hours, call the Association Manager's EMERGENCY TELEPHONE (817)718-6061.

ENFORCEMENT OF DECLARATION, BYLAWS & COMMUNITY POLICIES – FINES ASSESSED

The Association Declaration, Bylaws and Community Policies clearly outline the established guidelines adopted for the overall benefit of everyone within the Community. These guidelines are necessary not only for everyone's personal welfare but to also enhance the future 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 Declaration and By-Laws. Other policies are necessary to reinforce City Ordinances as well as Federal and State Laws that everyone is obligated to follow because...it's the law.

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 refuse to do so. Therefore, when any provisions of these documents are violated, a fine will be assessed against the Owner, whether Owner causes such violations, members of their family, Occupants, Lessees or guests. When violations exist, fines will be assessed as follows:

1. When violation(s) are observed or discovered, the Association Manager shall have the authority to forward a notice of an assessment that contains the following:
 - A. Describing the policy violated and the amount of fines that will be assessed in the event the violation(s) are not corrected. This notification is to be provided in writing and forwarded to the Owner via regular mail to the address of record and will be assumed to have been received unless returned, "undeliverable" to the Association Manager; and
 - B. Allow the Owner a reasonable period of time, but to provide a specific date in which to cure the violation(s) and avoid the assessment unless the Owner was given notice and a reasonable opportunity to cure was given for a similar violation within the preceding 12 months. A reasonable time to cure is not necessary in a notice of a damage assessment or in the notice of a current violation that is similar to a violation that the Owner was given notice of previously; and
 - C. State that the Owner may, no later than 30 days after the date of the notice, request a hearing before the Board of Directors to contest the assessment. The Association Manager must receive the request for a hearing with the Board within 30 days from the date of notice of the original fine.
 - D. Following the period of time given to the owner to resolve the violation(s) voluntarily, an assessment will be made against the owner. **Each day that violation(s) exists may be considered a separate violation if the violation(s) continue after written notice has been provided.**
2. Assessments are due immediately after the expiration of the 30-day period provided to the owner to request a hearing with the Board. If a hearing is requested, the assessment(s) shall be due immediately after the Board's decision at the hearing, assuming that an assessment of some amount is confirmed by the Board at such hearing.

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

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.
- 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.

An assessment for damages (equal to all costs of repair or replacement of the damaged property) may be made against an Owner for any financial loss suffered by the Association 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 an assessment for damages shall be identical to that which is described in the Declaration.

GARAGES & GARAGE DOORS

These are intended to be used for the purpose of storing at least two standard sized vehicles that are in operative condition and are not intended to be used as a storage shed. Garage doors that are visible from the street are to remain closed at all times except when entering or exiting the garage, except however, the door may be raised no higher than twelve inches for circulation purposes. Garage windows are to contain window coverings of a neutral color that does not clash with the Dwelling in order to screen autos or equipment from view.

GARDENING

No gardening is allowed on Association Common Property at any time. Personal gardens are allowed in the back yard area of the Dwelling, provided they are shaded from public view. It is recommended that the Architectural Control Committee be notified prior to tilling any personal garden.

HOMEOWNER DISPUTES

The Homeowners Association of Fountain Park, Inc., Officers and Board of Directors, as well as the Association Manager shall refrain from attempting to resolve any disputes which may arise between individual members unless such disputes directly affects 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 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 & Personal Property)

No landscaping on Association Common Property is permitted without approval of the Board.

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.). Shrubs that are visible from the street Lot are not permitted to cover more than one-half (1/2) of any window. Trees or shrubs may not be planted in such a manner as to interfere with the sidewalk. 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 and/or fines may be assessed.

LEASING OF DWELLINGS

Owners that 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. It is recommended that the Owner use a residential lease form that is provided by the Texas Apartment Association and/or Texas Association of Realtors. These lease forms are continually up-dated as and when state and federal laws are changed that may affect an Owner and/or their Lessee. Regardless of the lease form used however, the terms of the lease agreement must contain the provisions as follows: **“Tenant/Lessee and Occupants agree to abide by the terms and conditions of the Homeowners of Fountain Park, 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. To obtain 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 and when lights are not working. Otherwise, lighting installed by the Owner is subject to certain restrictions.

Residents are encouraged to leave their exterior lights on from dusk until dawn, as this will enhance the safety and security of the area.

MAILBOXES

Mailboxes are to be standardized and shall be constructed with the use of cast iron, brick or rock/stone. Modification or replacement of mailboxes is subject to prior approval by the ACC. Location shall be as required by postmaster guidelines.

MAINTENANCE

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. If the Owner continues to fail to perform the maintenance deemed necessary within this (10) day period, the Association may enter onto the Lot and perform the needed maintenance make a specific assessment (in the amount of the total cost of the maintenance performed plus 15% overhead) against the Owner's Lot, with the collection of this assessment subject to the Collection Policy and Procedures.

NUISANCES

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.

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

Vehicles within the Community are required to be operable, with current license and state inspections. Following is a list of vehicles or equipment that must be concealed in the garage or risk being towed.

- **Any vehicle with commercial signage or commercial sized trucks.**
- **Trailers of any kind.**
- **Vehicles of any kind used for recreation.**

Overnight on-street parking of vehicles is prohibited between the hours of Midnight and Six A.M. unless the board gives approval for a variance. No part of the vehicle may block the sidewalk. As outlined below, the Board shall have the authority to have any vehicle or equipment that is in violation of any provision of this section towed without notice to, and at the expense of the owner thereof. This authority is coupled with a right of entry for purposes of towing onto any Lot where the offending vehicle

or other violating item is located. Major vehicular repairs are prohibited on common property.

The rules set forth in this section are designed to maintain the high aesthetic standards of the community and to facilitate travel through the community for the residents and other related emergency services provided by the City of Euless. We encourage all homeowners to utilize the garage and driveway for their parking needs at all times of the day or night.

The vehicles listed below or any similar vehicle or equipment may only be parked in a garage so that the garage door can be closed.

1. Any vehicle with commercial signage attached or printed thereon.
2. Buses
3. Trucks having a carrying capacity in excess of one-ton or designed for commercial purposes.
4. Trailers, included but not limited to the following types: camping, boat, travel, horse or other livestock, utility.
5. Motor (mobile) homes, RV's
6. Truck campers, un-mounted pick-up camper units, pop-up camper units, etc.
7. Off-road vehicles, including but not limited to motorcycles, motorbikes, motor scooters, ATV's, etc.
8. Boats, marine craft, jet skis, wave runners, and other recreational vehicles.

The CC&R prohibits overnight on-street parking of vehicles unless otherwise approved by the Board. Overnight parking will be considered any night time parking between the hours of Midnight and Six am. Vehicles are supposed to be garaged; however, in some instances that may be difficult due to the size of the vehicle in relationship to the size of the garage. In those cases, vehicles should be parked in the driveway and not on the street and as long as no part of the vehicle blocks any portion of the sidewalk. When the driveway and/or garage are fully occupied overnight, on-street parking will be permitted for guest vehicles only, and will be limited to one week and anything more must be approved by the Board.

Vehicles within the Community are required to be operable, with current license and state inspections. No abandoned, derelict or inoperative vehicles may be left upon any Lot for a period longer than twenty-four (24) hours in a condition such that it is incapable of being operated upon the public highways, after which time the vehicle shall be considered a nuisance and detrimental to the welfare of the neighborhood and shall be removed from Fountain Park. Any towable vehicle, boat, motor/mobile home, recreational vehicle, camper, trailer or off-road vehicles regularly stored upon any portion of Fountain Park, or temporarily kept thereon for periods longer than twenty-four (24) hours, shall be considered a nuisance and shall be removed from Fountain Park.

The Board shall have the authority to have any vehicle or any other item that is in violation of any provision of this section towed or otherwise removed without notice to, and at the expense of, the owner thereof. This authority is coupled with a right of entry for purposes of towing or other removal onto any Lot where the offending vehicle or other violating item is located.

Major vehicular repairs are prohibited on common property. Inoperable vehicles (flat tires, dead battery, expired tags, etc.) shall not be parked in any area other than a garage, except for short-term emergency service (changing a flat tire, battery jump etc.).

Parking of a vehicle in the yard or outside of the driveway of a residence is prohibited unless the Board of Directors grants approval for such parking. Vehicles parked in the driveway or a driveway extension must be parked perpendicular to the street or parallel to the driveway.

Parking on the street within twenty-five (25) feet of an intersection is prohibited.

These parking restrictions shall not apply to any vehicle, machinery or equipment temporarily parked and

in use solely for construction, maintenance or repair of a dwelling (in the immediate vicinity) or vehicles making deliveries, or when physically moving personal property to or from a dwelling.

No vehicle of any size, which transports inflammatory or explosive cargo, may be kept in the Community or on the Lots at any time.

Pool Parking Area is for Fountain Park residents only while they are using the pool facilities and no vehicle should be left unattended for any other purposes.

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. Other personal property that needs to be screened from view is included in the Declaration and you are to review the Declaration for a more details.

POOL RULES

The Following are the rules and regulations governing the use of the Fountain Park Homeowners Association pool area, which is everything within the fence. The pool is here for the enjoyment of all residents. Some of the following activities disrupt that common enjoyment. Please remember – this is your pool; no set of rules can be more effective than your adherence to them!

- **NO LIFE GUARD ON DUTY - PERSONS SWIM AT THEIR OWN RISK.**
- **THE HOMEOWNERS ASSOCIATION OF FOUNTAIN PARK, INC. AND IT'S BOARD MEMBERS, OFFICERS, AND OTHER PERSONNEL SHALL NOT BE RESPONSIBLE FOR ANY ACCIDENT, INJURY, THEFT, PERSONAL LOSS, OR DAMAGE TO PERSONAL PROPERTY ON THE POOL PREMISES.**
- **NO GLASS CONTAINERS IN THE POOL AREA – \$500 FINE MAY BE ASSESSED.**
- **NO ANIMALS IN THE POOL AREA.**
- **NO SMOKING IN THE POOL AREA.**
- **NO FOOD OR DRINK MAY BE SERVED OR EATEN IN THE POOL & POOL COPING AT ANY TIME.**
- **POOL IS INTENDED FOR FOUNTAIN PARK RESIDENT USE - NO TEAM, CLUB, GROUP FUNCTIONS ALLOWED IN THE POOL AREA AND MAY NOT BE RESERVED.**
- **NO ILL OR INTOXICATED PERSON ALLOWED IN THE POOL AREA.**
- **NO HORSEPLAY, DIVING, RUNNING, LOUD NOISES, VULGAR LANGUAGE, AGGRESSIVE BEHAVIOR OR DANGEROUS CONDUCT IS ALLOWED IN THE POOL AREA.**
- **SIX (6) GUESTS ALLOWED PER DWELLING UNIT.**
- **POOL GATE CANNOT BE PROPPED OPEN – MUST BE ALLOWED TO CLOSE.**

- THE GATE CODE IS TO BE PROVIDED FOR AND USED BY RESIDENTS ONLY.
- NO OUTSIDE MUSICAL INSTRUMENTS/RADIO/TV ALLOWED IN THE POOL AREA UNLESS USED WITH HEADPHONES & BATTERIES.
- RESIDENT MUST BE PRESENT WITH THEIR GUEST.
- POOL TELEPHONE IS A 911 EMERGENCY TELEPHONE AND IS TO BE USED ONLY TO CONTACT MEDICAL, FIRE OR POLICE PERSONNEL. DO NOT USE UNLESS AN EMERGENCY EXISTS.
- PERSONS WITHOUT SWIMMING SKILLS ARE TO BE ACCOMPANIED BY A PERSON WITH SWIMMING SKILLS, REGARDLESS OF AGE.
- POOL HOURS OF OPERATION ARE 7AM TO 10 PM.
- SAFETY EQUIPMENT MAY ONLY BE USED IN CASE OF EMERGENCY.
- PROPER SWIMMING ATTIRE IS REQUIRED.
- LEAVE THE POOL AND RESTROOMS CLEAN BY DISPOSING OF TRASH IN PROPER RECEPTACLES.
- AFTER USING BARBEQUE GRILLS, PLEASE CLEAN.
- ALL NON TOILET TRAINED PERSONS TO WEAR WATERPROOF PANTS.

OWNERS ARE RESPONSIBLE FOR PAYING CLEAN UP EXPENSES, REPAIR COST AND DAMAGES CAUSED BY OWNERS AND THEIR FAMILIES, TENANTS AND GUEST. THE FOUNTAIN PARK HOMEOWNERS ASSOCIATION IS NOT RESPONSIBLE FOR LOST OF STOLEN ARTICLES. PERSONS USING THE POOL SHOULD FEEL FREE TO ASK OTHERS TO CEASE ANY VIOLATION OF THESE RULES.

FOR NON EMERGENCY CONCERNS CALL EULESS POLICE DEPARTMENT – NON-EMERGENCY – 817-685-1526 or 817-685-1527

RECORDS PRODUCTION & COPYING

The Board desires to establish a policy for records production consistent with Section 209.005 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 County public records; 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
 - 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 Declarations.
 10. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent 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

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.

RESERVE STUDY & FUNDING

SUBJECT: Adoption of Reserve Study and Funding Policy for the Fountain Park Homeowners Association.

PURPOSES: To establish a policy for the Reserve Study and its funding.

AUTHORITY: The Declaration, Articles of Incorporation, and Bylaws of the Association.

Introduction: Planning for future repairs and replacements is one of the most critical and beneficial things a homeowner association should do. A Reserve Study is a long range planning tool that identifies common element building and grounds components that have useful lives of more than 3 years, the current cost of repair or replacement of each and a Funding Plan to accumulate the money to accomplish the work.

A Reserve Study and Funding Policy obligate the homeowner association to follow the recommendations of the study. So, formalizing the commitment to change will help ensure that some Board in the future won't drop the ball.

Scope: The Association's CC&R, Bylaws and Articles grants the general power to conduct the business and affairs of the Association to the Board of Directors. The Board of Directors have the responsibility to plan for the proper maintenance, repair and replacement of the Association common elements; and the members have the responsibility to fund for the proper care of common elements.

In order to properly maintain the common area, protect market value of members' homes and livability in the community, the Board of Directors establishes the policy as described below.

Purpose of the Reserve Study: A Reserve Study is an indispensable planning process and should be adopted that commits the HOA and Board to the reserve planning process and holds future Boards to the standards. For that, a Reserve Study and Funding Policy are called for. Without it, a future Board could decide to set the plan aside, or worse, spends reserve funds on something they were never intended for.

Reserve Study Defined. The Board shall have a Reserve Study performed that includes these criteria:
Identifies all components that are the homeowner association's responsibility to repair or replace that has a useful life of more than 3 years.

Assigns a reasonable cost of repair or replacement to each component based on current costs for the area.

Assigns a reasonable useful life to each component based on local conditions.

Lays out a 20 Year Repair & Replacement Schedule which identifies the years when each component work will be performed including the inflation adjusted cost.

Establishes a 20 Year Funding Plan which takes into consideration the costs of repairs and replacements, contributions from members, impact of inflation, revenue generated from invested reserve funds. The Funding Plan shall include contributions from members adequate to meet projected costs without the need for special assessments.

The Funding Plan shall include a "Percent Funded" factor (percent of actual reserve funds on hand versus the ideal of 100%). If Percent Funded balance is below 100%, the Funding Plan shall provide for a plan to systematically increase contributions to attain the 100% level without special assessments, if possible.

Annual Review & Revision: The Board shall review annually and note in the Reserve Study the changes in actual costs, and interest yield on invested funds. Component information shall be amended to reflect new information received, component additions or deletions. With this revised information, a new Reserve Study projection shall be generated at least every three years and used in conjunction with the Annual Budget process.

Performing the Reserve Study: To ensure objectivity and competency, the Board shall hire a third party Reserve Study professional with experience, references and credentials.

Permitted Uses of Reserve Funds: Reserve funds are to be used only for the repair and replacement of the specific components identified in the Reserve Study.

Borrowing Reserve Funds: Under special circumstances, like an unanticipated Operating Budget shortfall or an emergency, the Board may borrow from reserve funds. In such cases, the Board shall adhere to a strict repayment plan that will replace borrowed reserve funds within 12 months.

Investing Reserve Funds: In order to reduce the amount of member contributions, the Board shall invest reserve funds to generate interest revenue that will be added to the reserve account. Unless otherwise approved by the membership, all investments will be FDIC (Federal Deposit Insurance Corporation) insured or guaranteed by the United States Government. If the Board with the approval of the membership would like to utilize other forms of investments, an investment policy should be developed.

Investments should take into consideration the repair and replacement schedule so that there is no loss of interest for early withdrawal. The Board shall review the reserve fund investment plan at least annually to ensure that the funds are receiving competitive yields and make prudent adjustments as needed. The Board may hire an investment counselor to assist in formulating an investment plan.

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 rent or sale, or signs used by a Builder to advertise the Residence during the construction and sales period. The Declarant or their agents and the Board of Directors or their 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. No identifying sign may be placed at any entrance of the Property. Small security service I.D. signs and those identifying school-sponsored activities shall be allowed provided however that these are not deemed to be a nuisance and/or violate any City Ordinances. This includes any vehicle containing signage that the Board deems to be a nuisance.

SOLICITATIONS WITHIN THE COMMUNITY

Unless otherwise approved by the Board or permitted within 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 Fountain Park Community.

SPEED LIMITS WITHIN THE COMMUNITY

Observe all speed limit and stop signs that may be posted within the Community. The Board has the authority of establishing policies regarding speed limits and traffic signs (of any type) that they believe are needed. In the event no speed limit signage is posted, it is strongly recommended that when driving within the community that you do not exceed 20 miles per hour. This is for the safety and welfare of the children who live within the Community.

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 sale 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

The disposal of any trash items must fully comply with City Ordinances. Household Residential garbage collection is provided twice weekly for paying customers who reside inside the city limits. Residents may place their household garbage near their curb by 7:00 AM on their scheduled collection day.

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.

WINDOW TREATMENTS/COVERINGS (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. Solar screens are permitted but it is recommended that a written request be provided to the Architectural Control Committee providing specifications for approval before the solar screens are installed (see ACC Guidelines document). Newspapers, cardboard, aluminum foil or like coverings are prohibited.

YARD ART

Yard art is defined as yard ornaments, including, but not limited to, ceramic or wooden animals, birdhouses, fountains, sculptures, statues, banners, flagpoles, or other decorative embellishments. More than two (2) must have prior approval if visible from the front of each house. The ACC feels that yard art is for the enjoyment of the homeowner's of the property.

Yard art, constructed from plastic or from any form of lower grade materials (plastic flamingoes, plastic lamp-lighter man, plastic flower pots, etc.) are not permitted in public view. Plastic flowers or artificial trees are not permitted. Plastic furniture located in the front of a house, or balcony, or in view of the street is not permitted. All outdoor furniture or approved yard art must be located within four feet of the porch, balcony, or flowerbed. Brightly colored or oversized yard art is not permitted.