



Brookshire

BROOKSHIRE
HOMEOWNERS ASSOCIATION
COMMUNITY HANDBOOK

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INTRODUCTION

Welcome to Brookshire!

Brookshire is a condominium community containing residential condominiums. Because attached living is a unique experience that relies on the mutual cooperation of all to be successful, the Brookshire Homeowners Association (“Association”) created this Community Handbook. Inside you’ll find practical rules, regulations and guidelines that are intended to help foster a harmonious, enjoyable and safe environment for all Brookshire residents.

This Community Handbook details basic guidelines that, if observed, ensure that the structures and grounds of Brookshire remain in good condition and that neighbors treat each other with respect and consideration.

Bear in mind that the rules and guidelines established in this Community Handbook are always subject to the Declaration of Covenants, Conditions and Restrictions of Brookshire (“Declaration”), the Association’s Articles of Incorporation and Bylaws (collectively, the “Governing Documents”) and the Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for The Village at the Park (“Master Declaration”), the Bylaws of Village at the Park Master Association and Articles of Incorporation of Village at the Park Master Association (collectively, the “Master Governing Documents”). The Board of Directors of Brookshire has the power to revise the rules, regulations, guidelines, policies and procedures set forth in this Community Handbook from time to time. If you would like to contribute suggestions for this Community Handbook, please submit them to the Property Management Company for consideration by the Board.

Please read this Community Handbook carefully, and be sure your family, guests and tenants fully understand and follow the rules, regulations and guidelines set forth below. If you have questions, please contact the Property Management Company:

Brookshire Homeowners Association
c/o Anchor Community Management Inc.
P.O. Box 3237 Camarillo, CA 93011
805 388-3848 • 805 388-0856 fax
info@anchorcommunitymgt.com
<http://anchorcommunitymgt.com/Brookshire.htm>

If you want to make any modifications to the interior or exterior of your Residential Unit, including Exclusive Use Easement Area, a request must be submitted to the Management Company in writing for approval by the Architectural Committee if there is one, otherwise by the Board of Directors. The procedures and guidelines for such modifications are located in the Architectural Guidelines section of this Community Handbook.

As you read through this Community Handbook, you will encounter defined terms, identifiable by their initial capital letters. Except as the context otherwise requires, these defined terms have the same meaning as set forth in the Declaration.

BROOKSHIRE HOMEOWNERS ASSOCIATION

The purpose of the Association is to operate, manage and maintain Brookshire for the benefit of the Owners. Common sense and consideration for your neighbors are the keys to its success.

The Board governs the Association, and meets regularly to make decisions pertaining to those matters for which the Association is responsible. Homeowners will be notified of the date, time and location of all meetings of the Members and the Board. If you are interested in becoming involved in the Association, please contact the Property Management Company.

Residents of Brookshire are encouraged to work together to build a harmonious community. If any disputes between individual Owners should arise, the parties are encouraged to try to resolve them on their own.

To report problems related to the Association Property or Common Area (such as landscape, sewer, street problems, etc.), please contact the Property Management Company.

COMMUNICATION

As an attached living community, Brookshire is a unique environment that calls for mutual cooperation, common sense and consideration of neighbors. To facilitate harmony within the Community, all residents and their guests must comply with the rules and guidelines set forth in this Community Handbook, the Governing Documents and the Master Governing Documents. If you believe that a rule or restriction is unfair, you may try to change it by serving on the Board, participating in a committee, etc.

Brookshire Homeowners Association welcomes communication from its members. Please feel free to call or write to the Property Management Company, the Association's liaison, to discuss any questions or issues.

MAINTENANCE AND INSPECTION OBLIGATIONS

Both Brookshire Owners and the Association have maintenance and inspection obligations. Owners should consult their Owner Maintenance Manual, applicable warranties and other manufacturers' maintenance schedules and recommendations for specific maintenance requirements. As set forth in the Declaration, a portion of the Owners' maintenance and inspection obligations require Owners to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Residential Units.

Similarly, specific maintenance and inspection requirements for the Association are set forth in the Association Maintenance Manual, applicable warranties and other manufacturers' maintenance schedules and recommendations. The Association is also required to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Common Area and Association Property.

SEVERABILITY

If any of the provisions of this Community Handbook is held to be invalid, the remainder of the provisions shall remain in full force and effect.

BROOKSHIRE
COMMUNITY
GUIDELINES

COMMUNITY GUIDELINES*

INTRODUCTION

The Community Guidelines established for Brookshire are intended to foster an environment of neighborliness, consideration and cooperation. These Community Guidelines constitute Association Rules contemplated by the Declaration. All Owners, residents and their guests are required to follow these Community Guidelines as a means of acting on behalf of the greater good of the Community and its well being. The Board has adopted these Community Guidelines, set forth below, in addition to the provisions of the Declaration and the Bylaws. In the event of any conflict between these Community Guidelines and the Declaration, Master Declaration, Bylaws or Master Bylaws, the provisions of the Declaration, Master Declaration, Bylaws or Master Bylaws (whichever applies) shall prevail.

As a point of clarification, all references below to Association Property include, but are not limited to, private streets, parks, landscaping, recreational area (including swimming pool and spa) and barbecue area.

ENFORCEMENT OF GOVERNING DOCUMENTS

If there is a violation of the Association's Governing Documents, including these Community Guidelines or Architectural Guidelines, then a member may submit a Rules and Violation Report to the Property Management Company, describing the violation at hand, the Residential Unit number of the violator, and all other pertinent information, including their own information. If you would like to report a violation, please contact the Property Management Company for a Rules and Violation Report Form. No member complaint can be acted upon unless there is supporting documentation, i.e., a written complaint.

VIOLATION ENFORCEMENT PROCEDURE

Any violation of the Governing Documents, including the Community Handbook, will be processed according to the procedures outlined herein.

In the event one or more Members of the Association or Board files a Violation Report, the Board will act as follows:

1. Send a letter to the Owner stating the violation and deadline for curing the violation.
2. Upon expiration of the cure date, if the violation still exists, a second letter will be sent stating that the failure to abide by the Governing Documents has imposed a hardship on the Association and the Owner will be asked to attend a hearing with the Board.
3. The Owner will be notified as to the decision rendered by the Board as a result of the hearing. If the Owner/resident is found to be in violation of the Association's Governing Documents, the Board will either: (i) seek remedy by use of alternative dispute resolution procedures such as mediation or arbitration; (ii) apply monetary fines to the Owner's assessment billing as described below; or (iii) choose to correct (or cause to be corrected) the violation and assess the Owner for reimbursement of costs, all in accordance with the Governing Documents.

* Section 4.4.7 of the Declaration provides the Board with the power to adopt, amend and repeal these Community Guidelines as it deems reasonable. Section 17.2.1 of the Declaration provides the Association with the exclusive right to enforce these Community Guidelines.

4. If the decision is to pursue a monetary fine system, the Association Fine Schedule will apply.

VIOLATION FINE SCHEDULE

First Occurrence: A Notice of Violation with a request to correct or repair the deficiency.

Second Occurrence: A letter with a \$50.00 fine, plus request to correct/repair.

Third Occurrence: A letter with a fine of \$100.00, request to correct/repair. May be referred to the Association's attorney.

Fines will continue to double with each repetition of the offense. The Board will determine the time for curing of violations for each Owner consistent with previously reported similar violations as applicable. Should a violation occur which imposes financial obligations on the Association, then the responsible party for the violation shall reimburse, by way of special assessment, the Association for this financial obligation. Example: repair and replacement cost will be charged to the responsible party for damaged walls, carpet or other common area.

PROCEDURE FOR RESIDENTIAL OWNER HEARINGS

If you have been invited to attend a hearing for an alleged violation of the Association's Governing Documents, the following procedure will be followed:

1. You will be introduced to the Board of Directors and other Association representatives.
2. The acting chairperson will summarize the reason for your invitation to the hearing.
3. You may present written or oral evidence to state your position.
4. The requirements of the Association's Governing Documents will be reviewed for clarification of issues.
5. The Board may ask you questions.
6. You may ask the Board questions and make a final statement.
7. Your participation in the foregoing is appreciated by the Board. The Board will deliberate and vote in closed session.
8. You will be notified of the Board's decision, in writing, within ten business days.

GENERAL RULES FOR COMMON AREA AND ASSOCIATION PROPERTY

It cannot be stressed enough that all Owners and residents be thoughtful and considerate of their neighbors. General rules of good conduct should be observed at all times. The following are general guidelines you must observe at Brookshire:

1. Safety and Noise. Please use common sense and courtesy in regard to voice levels, unnecessary noises and boisterous conduct. This includes, but is not limited to, televisions, radios and/or other sound emitting devices. Keep the volume at a reasonable level at all times so other residents are not disturbed. After 10 p.m., the volume must be significantly reduced to keep from disturbing other residents.

2. Damage Caused by Owner. Owners will be responsible for and bear all costs of repairs and/or replacement for any damage to the building, common facilities, equipment, or any other Association Property or Common Area, if it is determined that the damage was caused by the Owner, its lessees, guests, employees or contractors. The Board reserves the right to deny use of any Association facility to any Member or its guest and tenants at any time.
3. No Obstruction. No one may store or place anything in the Common Area or Association Property other than Exclusive Use Easement Area. This includes, but is not limited to, potted plants, signage, pictures, paintings, items of furniture, etc. The Association will not be responsible for any damage to, or loss of, any personal property left in any Common Area or Association Property.
4. Waste. All trash or waste must be disposed of properly.
5. Antennas and Signs. Owners shall have the right to install antennas in accordance with the provisions of the Declaration and the Architectural Guidelines.
6. Association Property. Owners may not borrow or remove any equipment or property belonging to the Association.
7. Solicitation. All Owners are prohibited from distributing or causing to be distributed any advertising, pamphlet, free newspaper or any other printed matter on or in any portion of the property or resident cars. This includes door-to-door solicitation, electioneering, etc. Owners may not permit their families, employees, agents, visitors, licensees to solicit.
8. Outside Drying or Laundering. No exterior clothesline shall be erected or maintained or hung on decks or railings within the Community and there shall be no exterior drying or laundering of clothes, towels or any other items on any Exclusive Use Easement Area or Association Property.

CONDUCT AFFECTING INSURANCE

Please refer to Article 11 of the Declaration for additional information regarding Association and Owner insurance requirements. If you have further questions, please contact the Property Management Company.

Nothing shall be done or kept in any Residential Unit, Exclusive Use Easement Area, the Common Area or the Association Property that will increase the rate of insurance without the approval of the Association.

No Owner shall permit anything to be done or kept in his or her Residential Unit, or in the Common Area or Association Property, which could result in the cancellation or suspension of insurance or which would be in violation of any law.

An Owner who is responsible for an increase in the rate of insurance on the Common Area or Association Property shall be personally liable for the cost of the additional insurance premiums.

RESIDENTIAL UNITS

1. Residential Use. The Residential Units shall be used for residential purposes only. Please refer to Article 7 of the Declaration for more information regarding residential use restrictions.
2. Deck and Patio Areas. Exclusive Use Deck and Patio Areas must be used as outdoor living areas containing patio furniture or similar furnishings, equipped with protective leg caps or other devices to prevent damage to the floors.

- (a) Puncturing the water-proofing material on the decks is prohibited.
 - (b) It is the responsibility of the Residential Unit Owner to ensure that existing drainage patterns on patios and decks are maintained and all drainage systems kept free of debris and free flowing. Changing the drainage pattern may cause damage to the Community 's buildings and structures.
 - (c) Potted plants must have a tray placed underneath the pot sufficiently large enough to contain all drainage from such plants and must not be allowed to collect condensation or moisture between the receptacles and the floor of the Exclusive Use Deck Area or Exclusive Use Patio Area.
 - (d) Potted plants shall not be placed in a position on any deck or patio which will block any drains or obstruct drainage patterns.
 - (e) No hanging screens, plants, banners, wind chimes or other objects may be hung from a deck or patio, except as permitted by the Board.
 - (f) No Owner shall use any deck or patio for storage purposes, including, without limitation, the storage of bicycles or surfboards.
3. Alarms. Any alarm installed in a Residential Unit shall be the type of alarm which is monitored by a certified alarm company.
 4. Speakers. Speakers for music, television, surround sound systems or other types of speakers shall not be mounted in such a way as to contact demising walls or ceilings. Such speakers may be suspended from the ceiling but may not be recessed into the ceiling only if the Residential Unit is located on the top floor. All speakers must be elevated from the floor by a proper acoustic platform, such as a speaker stand.
 5. Windows. Tinting of windows is prohibited and may void window warranty. Except for windows on an Exclusive Use Deck and/or Exclusive Use Patio, the Association will provide window cleaning services for the exterior window surfaces that cannot be reached by Owners. Each Owner of a Residential Unit must cooperate with the Association to provide access for such window cleaning. The Association will provide reasonable advance notice to Owners of scheduled window cleaning dates.
 6. Waterbeds and Aquariums. No waterbeds or aquariums holding more than thirty (30) gallons of water shall be permitted in any Residential Unit. Each Owner acknowledges that substantial damage to other Residential Units, Common Area and/or Association Property may occur as a result of a violation of this restriction and that the Owner causing such damage would be responsible for all damage.
 7. Furniture Pads. Pianos shall have at least one half inch (1/2") neoprene pads under the supports to minimize vibration transmission into the structure. All other furniture shall contain rubber castors and felt pads.
 8. Vibrations and Noise. No Owner shall attach to the walls or ceilings of any Residential Unit any fixtures or equipment which will cause vibrations or noise or unreasonable annoyance or damage to the Owners of the other Residential Units or to the Association Property.
 9. Barbeques. No charcoal barbecues are permitted in any Exclusive Use Easement Areas or within any other portion of the Residential Unit. Only gas barbecues are permitted within the Exclusive Use Easement Areas. Barbeques have been installed in the recreational area for use by residents and their guests on a first-come, first-served basis. Please make sure the barbeque is turned off after each use and the area is clean of debris or personal items before leaving.

Community Room Reservation Procedure and Guidelines - *Updated July 2017*

Hours: The Community Room may be reserved for up to six (6) hours in one day (each event is limited to four (4) hours with one (1) hour for set-up and one (1) hour for clean-up). Events may begin no earlier than 9:00 a.m. Events must end no later than 11:00 p.m. on Friday and Saturday nights, and by 10:00 p.m. Sunday through Thursday nights.

Capacity: May not exceed the maximum occupancy posted due to Fire Department regulations.

Cost & Deposit: There is a \$75.00 use fee for residents. Also, there is a \$250.00 refundable damage deposit.

Guidelines

1. The reservation of the Community Room is limited to residents of the Community for personal use only. Reservation of the Community Room by anyone other than Brookshire residents is not permitted. The Community Room cannot be used for personal gain or commercial activity.
2. The facilities cannot be reserved in the same two (2) week period by the same individual. Only one (1) event per weekend will be allowed. There will be no events allowed on holiday weekends or holidays.
3. Users are responsible for any damage to the Community Room (including damage caused by their guests or vendors or any other persons related to the event) and for all repairs or replacement costs.
4. All musicians, DJ's equipment, stereos and speakers must be confined inside the room.
5. All music must be turned off no later than 10:00 p.m. All music must be kept at reasonable noise levels.
6. A security guard hired by the Association is required for all homeowner events if alcohol is served. The cost must be paid by the homeowner to the Association.
7. Smoking is not allowed inside any of the facilities.
8. Furniture must not be moved from the interior of the Community Room. Furniture may be moved around inside the room.
9. All kitchen equipment, banquet tables, podiums, electrical equipment and sound equipment are to be provided by the party reserving the room. Furniture, equipment and room set-up is to be performed by the reserving party.
10. The Community Room must be cleaned up and vacated by 11:00 p.m. on Friday and Saturday nights; and 10:00 p.m. Sunday through Thursday nights. The Owner using the Community Room must clean the Community Room after such Owner's event.
11. Users must arrange for all pick-ups and deliveries to be made the day of the event.
12. No portable cooking devices are allowed within the facilities or are to be used for any event.
13. The Association is not responsible for personal items that may be lost or stolen.
14. Open flames are not permitted at any time – such as candles, tiki torches, etc.
15. Certain dates may be blacked out due to Association events.
16. Reasonable signage may be placed in the area immediately leading to the Community Room; however, it must be removed after the event.
17. THE USE OF ILLEGAL SUBSTANCES IS STRICTLY PROHIBITED AT ALL TIMES.
18. Renting the clubhouse does not include the use of the pool, spa or gym (clarification)
19. Homeowners renting the clubhouse must be in good standing with the HOA

20. All users must obtain a **special event endorsement** from the homeowner's insurance company in the amount of \$350,000. This insurance coverage must also show Brookshire Homeowners Association and Anchor Community Management as **additional insured**. In all likelihood, you will be charged by your insurance company for this endorsement.
21. Animals are not allowed in the clubhouse at any time
22. All applications must be submitted with the deposit, rental fee detailed herein, and the special event endorsement (see above) at least **14 DAYS** prior to use of the clubhouse. Failure to provide any part of this requirement within the required timeframe will result in the reservation being cancelled.

Reservation Procedures

1. To reserve the Community Room, the Community Room Rental Application must be completed and submitted to the Property Management Company at least fourteen (14) days prior to, but no longer than six (6) months in advance of the date the Community Room is to be used.
2. A schedule of availability can be obtained from the Property Management Company.
3. Only cashier's checks or money orders from the homeowner are accepted, and must be made payable to Brookshire Homeowners Association at the time of the reservation. Two (2) checks are required as outlined below.
4. A check for \$75.00 (plus the security guard fee based on the duration of the event if alcohol will be served). A \$250.00 damage deposit is due with the reservation form. This deposit will be returned within twenty (20) days (upon inspection of premises, noting there was no damage to said premises.)
5. No reservation can be made or confirmed until a completed application and the checks are received.
6. The damage deposit will be returned if the event is cancelled.
7. The key must be picked up from the Property Management Company's office 24 hours in advance, and must be returned to the Management Company no later than 9:00 am the day after the event. In the event that a key is lost, the reserving party will be charged to re-key the room.

Cleanup Requirements: All of the following conditions must be met in conjunction with facility use of the Community Room.

1. Applicant must check facility beforehand to make sure it is in order.
2. The Community Room carpeting is to be vacuumed after use.
3. Kitchen area shall be cleaned and all counters wiped down and floors mopped. Cleaning supplies are to be provided by reserving party. Pursuant to the requirements of the Fire Department, there shall be no cooking within the kitchen, only warming of previously cooked foods.
4. No debris or trash shall be left in the bathrooms or any portion of the facility. Users are responsible for providing their own trash bags.
5. A cleaning crew will provide additional cleaning after the event and the Owner must pay the \$40 cleaning fee, but in the event the Owner does not leave the facilities in which they were found, they will forfeit a portion of the security deposit for additional cleaning services.
6. Furniture is to be placed in its original setting. A \$25.00 service charge will be incurred if the furniture is not returned to its original position after the event.

7. Failure to complete any of the above mentioned procedures will result in a deduction from the damage deposit.
8. The individual reserving the Community Room is responsible for removal of all trash to an appropriate trash receptacle.
9. Any damage to the facility or cleaning needed after the event will be deducted from the damage deposit. If this amount is greater than the deposit the individual will be billed accordingly.

SWIMMING POOL AND SPA

1. Pool and spa hours are 6:00 a.m. to 9:00 p.m. Sunday through Thursday and 6:00 am to 10:00 pm Friday through Saturday. We ask that you please be considerate of your neighbors while using the pool and spa.
2. **NO LIFEGUARD IS ON DUTY!** Lifeguard or supervisory service is not provided. Anyone using the recreational facilities shall do so at their own risk, responsibility and liability.
3. Recreational facilities are reserved for full-time residents of the Community and their guests. Owners who have rented or leased their unit are not entitled to use the recreational facilities. Residents must accompany their guests at all time when using the recreational facilities.
4. Anyone not abiding by the posted rules may be asked to leave the pool or spa area by any member of the Association or the Property Management Company.
5. Elderly persons, pregnant women, infants, and those with health conditions requiring medical care should consult with a physician before entering the spa. Unsupervised use of the spa by children under the age of sixteen (16) is prohibited.
6. Children under the age of sixteen (16) years are not allowed in the pool area unless accompanied by an adult eighteen (18) years of age or older.
7. **SAFETY EQUIPMENT HAS BEEN PROVIDED FOR EMERGENCY USE ONLY.**
8. All incontinent persons (whether infants, toddlers, children or adults) must wear a diaper, plastic pants and a swim suit while using the pool or spa.
9. Appropriate bathing attire must be worn. Cut-offs, blue jeans and street clothing are not considered appropriate bathing attire.
10. No surfboards, boogie boards, beach balls floating or inflatable devices will be permitted in the pool or spa.
11. No pets of any kind are permitted in the pool or spa area.
12. For safety reasons, no glass or sharp objects are allowed in the pool or spa area. If glass or sharp objects are brought to the pool area and it causes an accident, the responsible Owner will be liable for the cost of any resulting damage or injury.
13. Diving is not permitted in any area of the pool or spa. Running, pushing or boisterous activity in or around the pool or spa area is also prohibited.

14. No tennis balls, baseballs, footballs, basketballs, Frisbees, cans, foreign objects, foreign substances (bubble bath, soap, beverages, etc.) non-floating objects (such as rocks, marbles, coins and the like) or pool furniture are to be thrown into or around the pool or spa.
15. No wheeled toys or vehicles including skateboards, roller blades, roller skates or bicycles are allowed in the pool or spa area.
16. Radios, cassette, or CD players must be battery operated. The noise level must be kept to your personal area only so as not to disturb others.
17. Each resident is responsible for placing his/her (and guests') litter and debris in the trash receptacles prior to leaving the pool and spa area.
18. With the exception of the spa timer, adjustment of any control regulating to the pool or spa, lights or other common service is PROHIBITED. Upon arrival of the pool and spa maintenance crew, pool or spa users are asked to temporarily vacate the pool or spa areas until cleaning and service is completed.
19. Pool area is to be entered through the gates only. Climbing over a fence to enter or exit the pool and spa area is strictly prohibited.
20. Gates are to remain closed and locked at all times. Access keys are provided to every Residential Unit. The lending of keys to non-residents for use of the pool and spa are is strictly prohibited.
21. The Association reserves the right to limit, on a reasonable basis, the number of guests using the recreational facilities at any given time. Individuals or groups must not occupy the pool or spa to the effective exclusion of others.
22. Hot water immersion while under the influence of alcohol, narcotics, drugs or medicines may lead to serious consequences and is not recommended. Long exposure may result in nausea, dizziness or fainting.
23. It is recommended that individuals not use the pool alone. The "buddy" system is recommended for all swimmers at all times.
24. Persons with open cuts, wounds or rashes may not use the pool or spa. Anyone having a skin disease, sore or inflamed eyes, nasal or ear discharge or any communicable disease may not use the pool/spa.
- 25. Intoxicated persons are prohibited from using or being in close proximity to the pool or spa.**

ANIMALS

1. All owners must comply with City and County laws and regulations with regard to control and health of pets. All dogs and cats shall have a current license and identification tag. Loose, unattended dogs, cats or other animals without a license or identification tag may be reported to the local Animal Control for pickup.
2. Each Residential Unit may have a maximum of two (2) domestic pets. Fish in aquariums holding no more than thirty (30) gallons of water (or more as provided in the Architectural Guidelines) and birds inside birdcages may also be kept as household pets, so long as they do not result in unreasonable annoyance and are not obnoxious to other residents.

3. If the Board deems it necessary, it has the right to require that an Owner provide the Association with a certificate from a professional dog trainer certifying that the Owner's dog has attended obedience training classes.
4. Pets must be kept on a leash in any Common Area or Association Property at all times. Pets must be under the owner's control when outside living enclosures. Pet owners are responsible for any damage to person or property caused by their pets.
5. Fecal waste deposits made by pets on any Common Area or Association Property, including landscaped areas, must be promptly cleaned up by the owner of the pet. Waste must be put in a tightly sealed plastic bag before being disposed of. Any damage caused by a pet shall be repaired/replaced at the pet owner's expense. This includes, but is not limited to, grass, plants, carpet, stained stucco, claw marks, etc.
6. No animal shall be bathed, at any time, within any Common Area or Association Property.
7. Pets are not allowed in the recreational area or on landscaped areas at any time. Dogs shall not be tied to trees or any exterior building structure.
8. Pets must not be left outside unattended on decks or patios. Pets must be kept within the Residential Unit when the Owner is away or cannot attend to them. Barking dogs on decks, patios, or inside a Residential Unit will not be tolerated. Any pet which makes noise disturbing to a neighbor must be confined within its owner's Residential Unit in a place from which this noise cannot be overheard.
9. Each person bringing or keeping a pet on the Community shall be fully liable to other residents and their guests for any damage to persons or property caused by any pet brought upon or kept upon the property by such person or by members of his/her family or guests.
10. If, after notice and a hearing, the Board finds that a pet is dangerous or creates a nuisance, the Board may require the pet to be removed from the complex within seven (7) days.
11. Structures for the housing or confinement of any bird or other animal must not be visible from neighboring property. Such structures require architectural approval in accordance with the process described in the Architectural Guidelines.
12. Human assistance animals, e.g., seeing eye dogs, are exempt from rules that interfere with their duties. Notice of any exemption claimed by a resident should be sent in writing to the Board in a timely manner.

MODIFICATION OF RESIDENTIAL UNITS

All Owners must comply with the Architectural Guidelines prior to modifying a Residential Unit. To the extent permitted under California Civil Code Section 1360, each Owner may modify his or her Residential Unit and the route over the Association Property leading to the front door of his or her Residential Unit, at his or her sole expense, to facilitate access to his or her Residential Unit by persons who are blind, visually impaired, deaf or physically disabled, or to alter conditions which could be hazardous to such persons. Upon moving out of a Residential Unit, the Owner shall be obligated to remove any modifications and restore the area to its original condition. If an Owner fails to do so, the Association may do so on the Owner's behalf and the Owner shall be liable to reimburse the Association for all of its costs and expenses.

Please refer to the Architectural Guidelines for complete information and restrictions regarding modification of the flooring in your Residential Unit. All Owners, contractors and subcontractors

performing work in a Residential Unit must comply with the procedures for contractors set forth in the Architectural Guidelines found in this Community Handbook. These guidelines can also be obtained from the Property Management Company.

FIRE SAFETY DEVICES

1. Smoke Detectors. Each Owner must maintain the smoke detectors, alarms and horns installed in his or her Residential Unit. As part of this maintenance, you must replace all smoke detector batteries regularly.
2. Fire Sprinklers. Each Owner must take care not to harm, damage or unnecessarily activate the fire sprinklers installed in his or her Residential Unit. The fire sprinklers are heat activated and permitting high heat, steam or burning in the vicinity of a fire sprinkler may cause it to activate, potentially causing extensive damage to your Residential Unit, your personal property, the Common Area, the Association Property, and the residences adjacent to yours. Except for periodic dusting you should never touch or allow anything else to touch the fire sprinklers. In particular, you are prohibited from allowing any item to hang from the fire sprinklers, including, without limitation plants, laundry, posters or other objects. You are also prohibited from tying string, floss, wire or any other material on, around or across any portion of a fire sprinkler.
3. Fire Alarm System. Owners and their guests are prohibited from tampering with the fire alarm system which includes: smoke detectors, heat detectors, flow switches, and tamper switches, etc. Disconnecting the horn in any Residential Unit to the fire alarm system is against the law and will affect the operation of the horns in the other Residential Units in the Community . If you notice anything irregular about the fire alarm system in the Community , you should notify the Property Management Company immediately.

PARKING RULES AND REGULATIONS

1. Resident Parking. All residents must first park their vehicles in their respective garage or assigned parking spaces, if any, before they park within the open unassigned parking spaces in the Community . Each garage must be used for parking of the number of automobiles the garage was designed to accommodate. Garages are to be used for parking vehicles only and shall not be converted for storage, living or recreational activities. Garage doors are to be kept closed except when vehicles are entering or exiting the garage.
2. Guest Parking. Guests shall be permitted to park in the parking spaces designated for guest parking. No guest space shall be occupied by a vehicle for more than forty-eight (48) continuous hours. Residents shall not use visitor parking spaces for their automobiles.
3. Fire Lanes and Parking Restrictions. There shall be no parking in any marked fire lanes. Parking of motorcycles, mopeds or bicycles are prohibited on sidewalks, Residential Unit entrances, patios and decks within the Community . Vehicles found parked in the fire lanes or parking in a manner not in compliance with the parking rules will be subject to tow.
4. Vehicle Maintenance. No repairs, restorations, or any mechanical maintenance of any motorized vehicle, boat, trailer, aircraft, or other vehicle or equipment shall be conducted in the Association Property, including all Private Streets, with the exception of minor or emergency automobile repairs. All authorized vehicles, motorcycles, mopeds and bicycles within the Community must be operable and possess a current license and registration.

5. Noise. No one shall race engines, honk horns, spin wheels, permit engines to idle excessively or otherwise create unnecessary noise with motor vehicles or the sound and automotive speaker equipment. All motor vehicles must have adequate muffler and exhaust systems.
6. Prohibited Vehicles. No boat, golf cart, mobile home, commercial vehicle, recreational vehicle, recreational motor home, trailer of any kind, truck larger than one-half ton pick-up truck or which has a mounted camper shell which protrudes from the truck from either side or from beyond the rear gate or above the cab ceiling shall be parked anywhere within the Community with the exception of emergency vehicle repairs, commercial deliveries and temporary parking to load or unload a vehicle. Temporary means no more than four (4) hours at any one time. No dismantled or wrecked vehicle or equipment shall be parked, stored or deposited within the Community .
7. Towing. Any vehicles parked in any manner that obstructs free traffic flow, constitutes a nuisance or creates a safety hazard or in violation of these rules may be towed away at the vehicle owner's expense. Owners should contact the Community Management Company or the appropriate party as designated by the Property Management Company, who shall be responsible for taking appropriate action, including, if necessary, calling the towing company. The Association is NOT obligated to provide any notice (including, but not limited to, a letter mailed to the Owner or a notice posted on the vehicle) to a vehicle owner and/or an Owner before the vehicle is towed and/or an Owner is fined or penalized due to violations of these rules.
8. Speed and Lights. All drivers must maintain safe and proper speeds and observe a maximum speed of fifteen (15) miles per hour while driving in the Community .
9. Oil Leaks. Excessive oil leaks and stains caused by a user's vehicle within an Assigned Parking Space or any other parking space within the Association Property will be subject to fines and/or the cost of clean up and repairs. Please use and monitor the condition of oil catching and absorbing materials underneath your vehicle to prevent excessive staining. Preventative maintenance of your vehicle will help to alleviate this issue.
10. Car Alarms. Should a car alarm continue to go off, the Property Management Company or the Association may, at the Owner's expense, hire a locksmith and take whatever action necessary to stop the noise. Vehicle alarms that do not automatically go off after an interval are not allowed. The arming and/or disarming of vehicle security alarms and other security devices shall not disturb residents of the Community .

ODOROUS MATTER, OFFENSIVE CONDUCT & NUISANCES

1. No Dumping. No person shall discharge into the Community 's sewer system or storm drain any toxic or noxious matter in such concentrations as to be detrimental to or endanger the public health, safety, welfare, violate any law, subject any Owner to liability under state and federal law for any clean-up or cause injury or damage to neighboring property or business elsewhere on the Community .
2. Audio Volumes. The volume of radio, stereo sets, television and musical instruments shall be held at a reasonable level at all times so other residents are not disturbed. After 10:00 p.m. the volume must be significantly reduced so as not to disturb other residents.
3. Speakers. Speakers and floor supported musical instruments (i.e. pianos and organs) must be properly isolated (as provided in the Architectural Guidelines) from direct contact to floors and walls in order to minimize vibrations.

HOLIDAY DECORATIONS

1. Acceptable Timeframe. The acceptable timeframe for winter holiday decorations is from the day after Thanksgiving until January 10th.
2. Location. Holiday decorations must only be displayed from inside the Residential Unit and within such Owner's Exclusive Use Easement Area. No Owner may place holiday decorations in the Common Area or on Association Property structures or landscape. Owners may not damage or puncture the Building in the process of displaying decorations.
3. Wreaths. Only holiday wreaths on an over-the-door hanger may be displayed on the main entry door provided that it does not harm the finish.
4. Damage. Each Owner is liable to the Association for any damage to the Common Area or Association Property (including holes, tape marks, abrasions, etc.) caused by that Owner or his or her Guests, Tenants, Invitees or any Resident of his or her Residential Unit.
5. Lights. All holiday lighting must have a "UL" or comparable rating. Outdoor lights must be designed for outdoor use. Please ensure that lights do not disturb other Owners. Outdoor lights may not damage or puncture the Building.

RENTAL OF RESIDENTIAL UNITS

Subject to the restrictions in the Declaration and any contractual agreement between an original Owner and the original developer of the Community, an Owner shall be entitled to rent the Owner's Residential Unit for a term of not less than thirty (30) days. The Owner shall be responsible for all actions of the lessee and subject to the following guidelines:

1. Property Management Company Notification. All Owners who rent their Residential Units shall submit names and contact numbers for their tenants to the Community Management Company.
2. Written Lease or Rental Agreement. Any rental or leasing agreement shall be in writing, shall provide that the lease or rental is subject to the Governing Documents and shall provide that any failure to comply with any provision of the Declaration or the Governing Documents shall be a default under the terms of the lease agreement. A copy of any lease agreement shall be provided to the Association.
3. Compliance with Governing Documents. A copy of the Governing Documents, the Master Governing Documents and this Community Handbook shall be provided by the Owner to each tenant or lessee. The leasing Owner shall, at all times, be responsible for their tenant's or lessee's compliance with all of the provisions of the Governing Documents, the Master Governing Documents and this Community Handbook pursuant to the occupancy and use of the Residential Unit.
4. Association Amenities. Use privileges for amenities, Association Property and Common Area transfer to the lessee or tenant. An Owner shall have no personal use privileges upon leasing their Residential Unit.
5. No Hotel, etc. No Residential Unit may be rented for hotel, motel or transient purposes or for any other purpose inconsistent with the Declaration.

SIGNS

Owners displaying signs within the Community are subject to the parameters set forth in the Architectural Guidelines and any current applicable governmental regulations, statutes and laws.

TRASH DISPOSAL

Trash, garbage or other waste shall be kept only in approved sanitary containers, properly closed. No trash or debris is to be left in any area that is visible to others, such as walkways, balconies, yards or Association Property.

Do not use the dumpsters to dispose of volatile or flammable materials.

WATER DAMAGE

Owners leaving their Residential Units for extended periods must turn off the water supply to avoid damage that could be caused by leaks in their absence. Neither the Association nor the Property Manager Company has access to the interior of the Residential Units to remedy problems that occur during the absence of an Owner.

Washing machines must be placed upon a pan to capture water in the event of a leak.

Owners must comply with the recommendations regarding mold in the homeowner maintenance manual.

COMMUNITY GUIDELINES BASICS

1. Always be considerate of neighbors.
2. Know that the intent of the Association is to operate, manage and maintain the value of the community and for the enjoyment of all.
3. Remember always that if you want to make any modifications or changes to the Residential Unit, you must contact the Property Management Company for Architectural Guidelines and submit the required forms before undertaking any modifications. A copy of the guidelines is also included in this Community Handbook for your convenience.

IMPORTANT HOMEOWNER NOTICE

SUMMARY OF INTERNAL DISPUTE RESOLUTION PROCESS AND ALTERNATIVE DISPUTE RESOLUTION PROCEDURES

I. ASSOCIATION'S INTERNAL DISPUTE RESOLUTION PROCESS ("IDR").

In accordance with Civil Code Section 1363.810 et seq., the Association has adopted the following internal dispute resolution process to be followed by the Association and owners in connection with disputes relating to the enforcement of the Association's governing documents, the Davis-Stirling Common Interest Development Act (Civil Code Section 1350 et seq.) and Section 7110 et seq. of the Nonprofit Mutual Benefit Corporation Code (collectively, the "Disputes").

Either party to a Dispute may invoke the following procedure:

- (1) The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
- (2) An owner may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.
- (3) The Association's Board of Directors shall designate a member of the Board to meet and confer.
- (4) The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.
- (5) A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the Board designee on behalf of the Association.
- (6) The agreement reached binds the parties and is judicially enforceable if both of the following conditions are satisfied: (a) The agreement is not in conflict with law or the governing documents of the common interest development or association; and (b) The agreement is either consistent with the authority granted by the Board of Directors to its designee or the agreement is ratified by the Board of Directors."

Please note that a member of the association may not be charged a fee to participate in the process.

II. ALTERNATIVE DISPUTE RESOLUTION ("ADR").

Please be advised that California Civil Code Section 1369.510 et seq. Requires that the Association and owners endeavor to submit certain types of disputes to ADR prior to initiating a lawsuit. This notice merely provides a summary of the statute. If there is a dispute which may require ADR pursuant to Civil Code Section 1369.510 et seq., please review all of the provisions of the statute or seek your own independent legal counsel.

PARTIES BOUND BY THE STATUTE

The parties required to comply with the new statute are the Association (through the Board of Directors) and any owners of record.

DISPUTES SUBJECT TO THE STATUTE (QUALIFYING DISPUTES)

Section 1369.520 provides that the Association or owners may not file an enforcement action in the Superior Court unless the parties have endeavored to submit their dispute to ADR. An "enforcement action" is defined as a civil action or other proceeding for any of the following purposes:

- 1) Enforcement of the Davis-Stirling Common Interest Development Act (Civil Code Section 1350 et seq.);
- 2) Enforcement of the California Nonprofit Mutual Benefit Corporation law, commencing with Corporations Code Section 7110; or
- 3) Enforcement of the Association's governing documents.

Where, however, an owner has a private dispute with another owner or a tenant, or the Board has a dispute with a third party such as a landscaper, such a dispute is not within the confines of the statute.

DISPUTES SPECIFICALLY EXCLUDED FROM THE STATUTE

The ADR statute applies only to an enforcement action that is solely for declaratory, injunctive or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of \$5,000. The following types of disputes are specifically excluded from being required to resort to ADR:

- 1) A Small Claims action;
- 2) Assessment collection, except as provided for in Civil Code Section 1366.3;
- 3) Claims for money damages in excess of \$5,000 in conjunction with a claim for declaratory, injunctive or writ relief;
- 4) Action for preliminary or temporary injunctive relief; and
- 5) The filing of a cross-complaint in response to a complaint already filed.

COMPLIANCE PROCEDURES

- A. INITIATING PARTY.** The party pursuing the dispute, prior to filing any lawsuit, must serve on the other party a "Request for Resolution" including the following information and language:
- 1) A brief description of the dispute;
 - 2) A request that the matter be submitted to ADR;
 - 3) A notice that the party receiving the Request for Resolution (the "Responding Party") is required to respond thereto within thirty (30) days of receipt or it will be deemed rejected; and
 - 4) If the party on whom the Request is served is an owner: a copy of Civil Code Section 1369.510 et seq.

B. SERVICE. A Request for Resolution may be served by personal delivery, first-Class mail, express mail, facsimile transmission or other means reasonably calculated to provide the Responding Party actual notice of the Request.

C. RESPONDING PARTY'S OBLIGATION. Upon receipt of a Request for Resolution, the Responding Party, whether the Association or an owner, has thirty (30) days in which to either accept or reject the Request. In the event no such response is received, the Request is deemed "rejected."

D. TIME FOR COMPLETION OF ADR. Where the Request is accepted, the parties must complete the ADR within ninety (90) days of receipt of the acceptance. However, the parties can stipulate in writing to extend this period.

E. COST OF ADR. The cost of ADR shall be borne by the parties.

F. TOLLING OF STATUTE OF LIMITATIONS. If a Request for Resolution is served before the end of the applicable statute of limitations, the time limitation is tolled for certain periods specified in Civil Code Section 1369.550.

G. CERTIFICATE. In the event that a lawsuit is eventually commenced, the party filing must file with the initial pleading a certificate stating that one or more of the following conditions is satisfied: (1) alternative dispute resolution has been completed in compliance with 1369.510 et seq.; (2) one of the parties to the dispute did not accept the terms offered for alternative dispute resolution; or, (3) preliminary or injunctive relief is necessary.

CONSEQUENCES FOR FAILURE TO COMPLY WITH THE ADR LAW

The failure to file the aforementioned certificate with the Court is grounds for a demurrer or motion to strike unless the Court finds that dismissal of the action for failure to comply would result in substantial prejudice to one of the parties. Additionally, in awarding attorney's fees and costs, a court may consider whether a party's refusal to participate in ADR before commencement of the enforcement action was reasonable. As a result, it is important to seek independent counsel in the event that you, as an owner have further questions.

Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 1369.520 of the Civil Code may result in the loss of your right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law.

The preceding summary has been provided in accordance with Civil Code Section 1369.590.

NEIGHBOR TO NEIGHBOR DISPUTE POLICY

This Neighbor to Neighbor Dispute Policy was duly adopted by the Board of Directors of Village at the Park Single Family Homeowners Association April 12, 2005. Nothing herein is intended to be construed as an attempt to relieve the Association or the Board of Directors from any of its duties under the Declaration of Covenants, Conditions and Restrictions for the Association or any other Governing Documents of the Association. This Policy only establishes a prerequisite to Association involvement in certain, limited, "Neighbor to Neighbor Disputes".

A. DEFINITIONS

1. "Neighbor to Neighbor Dispute" shall mean a dispute or complaint (s) lodged by one Lot Owner against another Lot Owner which, in the Board's sole discretion, does not impact the Common Area (example include, but are not limited to, parking, noise, animals).
2. "ADR", shall mean Alternative Dispute Resolution; specifically, mediation or arbitration.
3. "Written Certification" shall mean a letter signed by the disputing parties, certifying that one party requested the other party to submit the dispute to ADR and, either ADR was completed or the other party refused to submit the dispute to ADR.

B. POLICY TERMS

1. When a dispute or complaint is brought to the attention of the Board regarding interpretation of rights under, or enforcement of, the governing documents, the Board shall, at its next scheduled meeting, discuss the complaint or dispute and make a reasonable business judgment decision based upon the particular facts as to whether or not it constitutes a Neighbor to Neighbor Dispute.
2. If the Board finds that the complaint or dispute constitutes a Neighbor to Neighbor Dispute, it shall notify the parties of the Neighbor to Neighbor Dispute of its decision.
3. The parties to the Neighbor to Neighbor Dispute shall be required to use best efforts to submit their dispute to either the applicable governmental agency or ADR prior to seeking association involvement in resolving the dispute. For ADR, this may be accomplished by complaining party serving the other (responding) party(ies) with a Request for Resolution in accordance with California Civil Code Section 1354.
4. Upon receiving Written Certification that the parties first attempted to resolve the Neighbor to Neighbor Dispute by contacting the applicable government agency and/or through ADR, the Board shall determine whether a violation of the Declaration or governing documents exists which requires Association action, whether Association enforcement is required under the particular circumstances and, if so, the action to be taken in accordance with Association Notice and Hearing procedures.

THIS POLICY SHALL BE INAPPLICABLE TO ANY COMPLAINTS OTHER THAN
NEIGHBOR TO NEIGHBOR DISPUTES

POLICY STATEMENT FOR OPEN FORUM AND BOARD MEETING CONDUCT

Adopted April 12, 2005

The Board of Directors welcomes resident attendance at the Board meetings, to observe business matters that take place involving the corporation.

In order to give you an opportunity to address the Board, and in accordance with Civil Code Section 1363.05(i), we've set aside a period of time at the beginning of each Board meeting (called Open Forum), and if time permits, will have a similar forum at the end of each meeting.

The Open Forum at the beginning of the meeting can address topics on the agenda, or those which may become future agenda items. If you want your concerns known on an agenda item before the Board takes action, the Open Forum is the place for you to express an opinion.

The procedure for Open Forum is simple:

1. Raise your hand to be recognized by the President of the Board OR sign in on a "Request to Address the Board" form and wait for the Chairman to call your name.
2. State your concern in clear and simple terms, and please limit it to three (3) minutes.
3. If someone else has already stated the concern, but you have something new to be added to the concern already expressed, then please raise your hand to be recognized; however, the Chair may limit participation to once per owner.
4. Please don't interrupt others while they are speaking.
5. Maintenance related items are to be directed to Transpacific Management Service by calling or writing (Open Forum is not the proper venue to report maintenance items.)
6. Please realize that while the Open Forum is a time for you to express an opinion or concern to the Board, you may not receive an immediate response or decision. The Board will take your concerns into consideration, but may not necessarily act upon them at the meeting, unless the concern is vital to an agenda item decision.

Understanding Board Meeting Conduct:

1. The Board meeting is a meeting of the Directors of the Corporation.
2. As homeowners, you have a vested interest in your community, and you elected the Board members to take care of those interests.
3. Business matters come before the Board when a motion is made, and seconded. Each motion has a discussion period before a vote is taken. This discussion is to take place only between the Board members (and with Management, if needed).
4. When a vote on a motion is taken, it is voted on by the Board members only.
5. If you would like an item to be considered by the Board to be on a future agenda for a decision, please submit your request or suggestion in writing at least a month before the next meeting. If you only want to verbally address the Board, without their making a decision at the meeting, your written input can be received up until the day before the Board meeting. (Note: The Board may be unable to make decisions on items until they have done the proper research and had time to consider their findings.)
6. If you are unable to attend a Board Meeting, you are always welcome to send your concerns in writing to the Board of Directors via the Management Company. Written requests can be sent via fax, mail or email. In order to ensure your concerns are appropriately conveyed, all concerns must be in writing and verbal requests will not be accepted.

BROOKSHIRE HOMEOWNERS ASSOCIATION

Policy and Procedures for Collection of Delinquent Assessments, Fees, Charges and Costs

POLICY: Effective June 1, 2006 and pursuant to provisions of Senate Bill 137, the Collection Policy for the collection of Delinquent Assessments, Fees, Charges and Costs is revised and restated as follows:

Assessments - Assessments subject to this Policy include the monthly regular assessments and any levied special assessments or lienable monetary penalties.

Collection Fees and Costs - The costs of collection of delinquent assessments, including late charges and other costs, and reasonable attorney fees and costs, are included as a charge against a member's assessment account and are included in the amount of any lien recorded against the property and any recovery actions by the Association.

Delinquency - The term "delinquency" shall include any delinquent unpaid regular or special assessments, late charges, interest, and costs of collection incurred.

Foreclosure - A legal process which results in the sale of the property to satisfy the payment of assessments, fees and costs owed on the account.

Partial Payments - If a partial payment is received which is less than the lienable unpaid balance owed on the member's account, including the collection charges, the Association may elect to accept the partial payment. If the partial payment is accepted, it shall not act as a waiver of the Association's right to require payment of all sums.

Payments - Payments received after a delinquent account is assigned to the Association's attorney for collection shall be forwarded by the Association directly to the attorney. If the partial payment is accepted, it shall be credited first to outstanding principal balances on the member's account pursuant to California Civil Code 1367.1 and the remaining unpaid balance shall be subject to this Policy.

Payment Plans - The homeowner may request a payment plan. This request must be made within **fifteen (15) days from the postmark date of the prelien notice**. The Board of Directors shall meet with/respond to the homeowner within **forty-five (45) days from the postmark date of the homeowner request**. Payment plans may be approved at the sole discretion of the board of directors based upon the circumstances of each delinquent account.

Personal Liability - All assessments, late charges, interest and costs of collection, including attorney fees, are the personal obligation of the Owner of the Property at the time of the assessment or other sums are levied according to Civil Code section 1367.1.

Returned Check Charges - The bank charge (currently \$25.00) shall be added to the account of any member whose check to the Association is returned dishonored by the member's bank.

Statements - Monthly statements are a courtesy to the members and not an invoice for payment. Monthly statements may not reflect any or all collection costs incurred on a delinquent account, including attorney or trustee fees and costs which have been charged to the account.

Waiver of Charges - If a member's account becomes delinquent and the Association is required to incur certain charges due to the member's delinquency, the Association's policy is to not waive the delinquent member's payment of these charges. Other Association Members should not have to pay for the collection charges incurred due to an individual member's delinquency.

BROOKSHIRE HOMEOWNERS ASSOCIATION

Policy and Procedures for Collection of Delinquent Assessments, Fees, Charges and CostsContinuedPROCEDURE:

Due Date: Regular Monthly Assessments are due on the first (1st) day of each month. All other assessments are due on the date levied, and late charges, costs of collection, attorney fees and costs are due upon the date incurred.

Delinquencies:

15 Days Past Due:

The account becomes delinquent and a **late charge** equal to Ten Dollars (\$10.00) OR 10% which ever is greater is charged to the delinquent homeowner's account.

30 Days Past Due:

Interest commences at the rate of twelve (12%) percent per annum on all regular and special assessments, late charges, and costs of collection (the "Delinquency") and will be charged to the homeowner's account and appear on their Statement.

Two Months Past Due:

A Prelien package and letter is sent to the homeowner(s) at the Association's mailing address of record by Certified Mail pursuant to California Civil Code 1367.1 informing them of their right to participate in dispute resolution under the association's "meet & confer" program and that the Association shall record a lien against the homeowner's property in the event full payment of lienable assessments is not received within **thirty (30) days**. *The delinquent homeowner's account shall be charged \$125.00 for issuance of the Prelien letter plus \$25.00 per owner(s) exceeding two.*

Three Months Past Due:

Upon Board approval, the Association shall proceed to have a **Notice of Delinquent Assessment Lien** prepared and recorded against the homeowner's property on behalf of the Association. The delinquent homeowner's account shall be charged \$185.00 for the fees and costs associated with the preparation and recording of the assessment lien. A copy of the Notice of Delinquent Assessment Lien shall be mailed to the delinquent owner by Certified and First Class Mail.

Preforeclosure:

Upon Board approval, the delinquent account is assigned to the Association's attorney to prepare an Intent to Foreclose letter to be sent to the delinquent homeowner advising that the attorney shall initiate foreclosure upon the assessment lien unless full payment is received with fifteen (15) days. This letter shall also advise the delinquent homeowner of their right to participate in dispute resolution under the association's "meet and confer" program or by alternative dispute resolution.

Foreclosure:

If not paid at the expiration of the fifteen (15) day period, the attorney shall commence a non-judicial foreclosure of the assessment lien by recording a Notice of Default and serving it upon the delinquent homeowner with a copy of the board's decision to foreclose. The foreclosure shall be conducted pursuant to Civil Code 2924 for the foreclosure of deeds of trust. No foreclosure sale shall take place until delinquent assessments exceed \$1800.00 or the assessments are more than twelve months delinquent.

In lieu of proceeding with the foreclosure of the assessment lien, the Board may elect to proceed with a judicial suit for collection of the delinquency.

Address for Overnight Delivery: The Management Trust -Transpacific 15561 Redhill Ave. Suite #201 Tustin, CA 92780-7300

BROOKSHIRE
ARCHITECTURAL
GUIDELINES

ARCHITECTURAL GUIDELINES

INTRODUCTION TO THE ARCHITECTURAL GUIDELINES

These Architectural Guidelines are designed with the goal of maintaining the aesthetic beauty of Brookshire.

Prior to making any Improvements to your Residential Unit or any Exclusive Use Easement Area appurtenant to your Residential Unit such as your deck, patio or garage (collectively "Residential Unit"), you must first submit a complete Architectural Application to the Board or, if there is one, to the Architectural Committee. After receiving written approval from the Board and complying with applicable city/governmental agencies, you may install your Improvements, or undertake your approved action. Please review these "Architectural Guidelines" prior to completing your application form to ensure your submittal is complete. In the event of a conflict between these Architectural Guidelines and the Declaration, the Declaration shall prevail.

It is recommended that you also refer to Article 9 of the Declaration in conjunction with these Architectural Guidelines to insure a complete understanding of the submittal and review process. If at any time you have any questions regarding the review process, please contact your Property Management Company.

PURPOSE

These Architectural Guidelines are not intended to restrict individual creativity or personal preference, but rather to assure and preserve the value, desirability, attractiveness and architectural integrity of Brookshire.

As set forth in the Declaration, the Board has the power to review and approve all Improvements upon or around any Residential Unit.

The Board also has the power to delegate its review and approval rights under Article 9 of the Declaration to an Architectural Committee. If the Board appoints an Architectural Committee, all rights contained in these Architectural Guidelines shall apply to the Architectural Committee and all references to the Board shall be deemed to refer to the Architectural Committee.

SUBMITTAL OF APPLICATION FOR ARCHITECTURAL APPROVAL

Submittal of Application: Prior to the commencement of any addition, alteration, construction work or other Improvements of any type on any Residential Unit, you must first submit an application to the Board for approval of such work. Unless specifically exempted under these Architectural Guidelines, you should submit an application for approval of all Improvements in accordance with the procedures set forth below. The following is intended to describe some of the Improvements which require approval by the Board. Even though a proposed Improvement may not be listed below, you should submit an application for your proposed Improvement, unless the Declaration or Architectural Guidelines specifically exempts that particular Improvement from architectural review.

Board approval is required for the following proposed Improvements to Residential Units.

1. Interior Improvements: All Interior Improvements to your Residential Unit (including modifications and alterations), require the approval of the Board. For the purpose of these Architectural Guidelines, the term "Interior Improvements" shall include, but not be limited to:

- a. Flooring (tile, marble, granite, wood, etc.)
 - b. Window coverings including draperies, blinds, shades, shutters, etc.
 - c. Plumbing
 - d. Security system
 - e. Permanent fixtures
 - f. Ceilings and columns
 - g. Any other Improvement which may impair or alter the structural integrity of the building or the Residential Unit
- 2. Electrical, Heat and Plumbing:** New installations or changes to any originally installed electrical, heating or plumbing of any kind require approval by the Board.
- 3. Exterior Changes or Additions:** Changes or additions to the exterior of any Exclusive Use Deck or Exclusive Use Patio.
- 4. Flooring:** Any flooring to be installed within the Residential Units requires approval by the Board. Hard surface flooring is prohibited in certain portions of Residential Units as further set forth in the Hard Surface Flooring Restrictions Matrix attached to these Architectural Guidelines.
- 5. Window Coverings:** All window coverings shall be of a neutral color harmonious with and not conflict with the color scheme of the exterior wall surface of the Residence.
- 6. Interior Changes or Additions:** Any change or modification impacting the structural integrity of walls, ceilings, columns or transference of sound requires the approval of the Board.
- 7. Improvements in Patio and Deck Areas:** All patio furnishings and improvements, including pet structures such as doghouses, birdcages or aquariums, within any Exclusive Use Patio Area and/or Exclusive Use Deck Area require the approval by the Board.
- 8. Entry Door Hardware:** Owners shall not remove or replace any hardware on any entry doors without the prior approval of the Board. Owners may re-key, but changing the hardware changes the outside aesthetics of the building.

Failure to Obtain Approval: Failure to obtain approval by the Board may constitute a violation of the Declaration, and may require modification or removal of unauthorized work of improvements at your expense. In addition, a building or other permit may be required by the County or City Building Department, or other governmental agencies prior to the commencement of any work. Neither the Board, nor the Association assumes any responsibility for failure to obtain such permits. Also, obtaining such permits does not waive the obligation to obtain Board approval.

Declarant Approvals: In addition to the approvals by the Board, any Improvements within a Residential Unit or the surrounding Common Area shall, for the period until the date that a certificate of occupancy is issued for the last Residential Unit in the Community, require the prior written consent of the Declarant unless the Declarant has notified the Association, in writing, that it (i) waives its consent to the particular work of Improvement, or (ii) no longer desires to exercise such right of review and approval for any future works of Improvement.

ARCHITECTURAL REVIEW SUBMITTAL REQUIREMENTS

Send requests to:

Brookshire Homeowners Association
c/o Anchor Community Management Inc.
P.O. Box 3237 Camarillo, CA 93011
805 388-3848 • 805 388-0856 fax
info@anchorcommunitymgt.com

ARCHITECTURAL REVIEW PROCESS AND PROCEDURES

Application for Approval: All applications for any Improvements requiring approval by the Board must be submitted in writing on the Home Improvement Form found in the “Forms” section of this Community Handbook (“Home Improvement Form”), together with the items described below (“Submittal Package”). A copy of the Home Improvement Form can also be obtained from the Property Management Company.

Delivery of Submittal Package: The Submittal Package and any resubmittals must be delivered in a manner where receipt for delivery can be obtained. This may include personal delivery, overnight courier or any method where the Property Management Company acknowledges receipt of the Submittal Package in writing.

Submittal Package: In order to expedite the approval process, the Submittal Package for any Improvements (other than patio furnishings and window coverings) must include three (3) sets of each of the following:

1. Home Improvement Form
2. Plans and specifications showing the location, nature, kind, shape, height and materials, including the color and any other requirements set forth herein (“Plans and Specifications”), clearly indicating all proposed modifications
3. Floor plans, if an Owner is requesting permission to remove or relocate a wall
4. Description of materials and colors and material samples
5. A proposed construction schedule (including proposed start and completion dates)
6. Certificates of insurance (including contractors exclusions and proof of valid workers compensation insurance)
7. Permits and licenses, if applicable
8. \$100.00 Application Processing Fee made payable to the Brookshire Homeowners Association

NO REVIEW WILL OCCUR unless all required plans, forms, fees and information for your proposed Improvement(s) are included in your Submittal Package.

The Submittal Package with the appropriate fees and deposits should be sent to the address set forth above.

Submittal Package Review Fees – Made Payable to Brookshire Homeowners Association

1. **Application Processing Fee:** Each Owner must pay \$100.00 as an application processing fee ("Application Processing Fee"). The Application Processing Fee is payable to the Brookshire Homeowners Association.
2. **Outside Consultant Fee:** The Board may also require an Owner to pay any fees, costs or expenses associated with the review and approval of the Owner's Plans and Specifications by an Outside Consultant or any costs associated with the review of the Plans and Specifications by an architect on the Architectural Committee, if any.
3. **Additional Fees:** Additional fees may be imposed on Owners if determined necessary, based upon the complexity or scope of the Submittal Package and/or to retain consultants. If such fees are determined necessary, you will be notified by the Property Management Company and you will be required to submit the additional fee(s) within ten (10) days of the request.

Review of Application: The Property Management Company, upon behalf of the Board, will review the Submittal Package and Submittal Fee to ensure that it contains all of the information and fees required.

If the Submittal Package is complete, the Property Management Company will forward the Submittal Package to the Board. The Property Management Company may determine and notify the Owner that, based upon the proposed Improvements or the complexity of the proposed Improvements, additional review fees will be required. The Submittal Package will not be submitted to the Board unless the Submittal Package is completed and until such fees are paid. Failure to submit a complete Submittal Package and include the appropriate fees with the Submittal Package will constitute an incomplete application, and the application will be returned to the Owner for completion prior to review by the Board. The Submittal Package may be deemed complete by the Owner unless the Owner is informed otherwise by the Property Management Company, within ten (10) days after delivery to the Property Management Company.

The Board will review the Submittal Package and will provide written notification of approval, approval with conditions, or disapproval of the proposed modifications to the Property Management Company. The Property Management Company will then provide written notice of the actions taken by the Board within thirty (30) days from the receipt of the Submittal Package along with one (1) set of the Submittal Package, appropriately marked with the Board's action. If an Owner fails to receive notice of the action by the Board within such thirty (30) day period, then the Owner shall have the right to deliver a reminder notice to the Board and Property Management Company. If the Owner fails to receive a response within fifteen (15) days after delivery of the Owner's reminder notice to the Board and the Property Management Company, the Submittal Package will be deemed approved provided that any Improvements conform to all conditions and restrictions contained in this Community Handbook and the Declaration and are in harmony with similar structures erected within the Community .

If an Owner's proposal is not approved, or returned as incomplete, a revised Submittal Package may be submitted. Provided the re-submittal is prompt, and does not constitute a substantially revised proposal, the Board will attempt to review the re-submitted application within the initial forty-five (45) day period. If the re-submittal is not prompt or includes substantially revised Plans and Specifications, an additional thirty (30) days may be required to complete the Board's review.

Improvement Plans:

Plans and Specifications for works of Improvement must be prepared in accordance with the applicable building codes, and with sufficient clarity and completeness to enable the Board to make an informed decision on your request.

Diligence in Construction:

Upon final approval of the Submittal Package, the Owner shall promptly commence construction and diligently pursue completion of the construction in conformance with the construction schedule.

GENERAL CONDITIONS

Approval by the Board does not constitute waiver of any requirements required by any governmental agencies. Architectural approval of plans does not constitute acceptance of any technical or engineering specifications, and the Brookshire Homeowners Association assumes no responsibility for such. The function of the Board is to review submittals for architectural design of Improvements, placement of Improvements, color schemes, exterior finishes and materials and similar features which are recommended for use in the Community . All technical and engineering matters are the responsibility of the Owner. In addition to the restrictions set forth in the Declaration and the Community Guidelines, each Owner shall also comply with the following restrictions and guidelines.

1. **Building Permits:** Building permits may be required for certain Improvements or changes. The applicant shall obtain Board approval of any Improvements requiring a building permit prior to requesting such permit from the City.
2. **Damage to Common Area and/or Association Property:** An Owner shall be responsible for any damage to the Common Area and/or Association Property. All applicable charges for restoration will be charged back to the Owner by the Brookshire Homeowners Association and are due and payable within thirty (30) days from notification to the Owner.
3. **Effect of Approval:** Approval of plans is not authorization to proceed with Improvements on any property other than the Residential Unit owned by the applicant.
4. **Building Code Requirements:** It shall be the responsibility of the Owner to ensure that proposed modifications shall be consistent with applicable building code requirements. No Improvements will be permitted that could impair the structural integrity or mechanical systems of the Community , or lessen the support of any portion of the Community .

REQUIREMENTS FOR CONTRACTORS, SUBCONTRACTORS AND ANY OTHER WORK

Insurance and Contractors License: Each Owner shall ensure that all contractors, subcontractors, or any other person or entity who/which performs work on or within the Community , including the interior of any Residential Unit, shall provide proof of insurance, proof of valid workers compensation insurance, a California State Contractors License (if applicable) and a Camarillo Business License (if applicable) to the Board. **The Association shall be named as an additional insured on the Certificates of Insurance for the period of time the work is in progress.**

Damage: Any damage caused by contractors or sub-contractors to any Common Area, Association Property or Residential Units is the Owner's responsibility. Any damage must be reported immediately to the Property Management Company. The Owner will be held liable for the actions of his/her contractors, subcontractors and/or workers and the Owner will be responsible for any costs of repair incurred by the Association.

Trash and Debris: All trash and debris must be carried off-site on a daily basis. The dumpsters within the Community may not be used for disposing of construction debris.

Electrical and Plumbing: All electrical and plumbing work must be performed by a contractor licensed in the State of California in accordance with authorized Plans and Specifications. All plumbing must be properly insulated for sound and must be isolated from walls, studs, joists, ceilings and flooring.

Utility Shutdowns: Any plan to temporarily disconnect for any reason a Residential Unit's utilities must occur on a date coordinated with the Property Management Company at least one (1) week prior to the proposed date for interruption of utility service.

Working Hours: Working hours for any Improvements are limited to Monday through Friday, 8:00 a.m. to 5:00 p.m., and Saturday from 9:00 a.m. to 5:00 p.m. No work is allowed on Sunday or on the following holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, Yom Kippur and Christmas Day. Workers may access the Community thirty (30) minutes before the applicable "Working Hours," but may not make any disruptive noise until "Working Hours" begin.

Parking of Vehicles: Contractors must park vehicles in accordance with the Community Guidelines and any other requirements established by the Association.

Conduct by Workers: Workers are not allowed to bring their pets within the Community and will be denied entry if they have a pet with them. Workers are prohibited from creating nuisance noise unrelated to the construction work.

Selection of Contractors: The Owner may select any general contractor he/she chooses or act as the general contractor and hire sub-contractors. All contractors must be licensed in the State of California and must have Workers Compensation Insurance and General Liability in amounts deemed adequate by the Board.

Property Damage Insurance, Certificates of Insurance: Certificates of insurance must be presented to the Property Management Company and no work will be allowed until the certificates are submitted.

Stopping Work: The Association has the right to stop any work that is in violation of these regulations, creates a fire or safety hazard, or interferes with activities in Common Area or Association Property.

Fire Safety Devices: No one shall remove any permanent smoke detectors, sprinklers, security speakers or fire safety devices anywhere in or about a Residential Unit, the Common Area or the Association Property. If spray paint, sanding, or any other work that could potentially set off the smoke detectors or fire sprinklers will be performed, it is permissible to cover smoke detectors and/or fire sprinklers with plastic (and no other material), but the plastic **must be removed at the end of the each day. A fine of \$500 will be charged for each smoke detector or fire sprinkler left covered overnight.**

Equipment: Contractors must use their own equipment. The use of Common Area electricity facilities, and Association tools and equipment is prohibited. The Association is not responsible for the disappearance of any tools, equipment or materials left in the Common Area or Association Property.

Minimizing Dirt, Etc.: The front door of each Residential Unit must be kept closed during construction in order to contain dust, dirt, noise, paint fumes, etc.

Owner Responsibility: Each Owner is responsible for any violations by such Owner's contractor or subcontractors of the Architectural Guidelines, the Community Guidelines and the Declaration.

FAILURE TO COMPLY WITH REQUIRED PROCEDURES

If any architectural change is made without the approval by the Board or any violation of the Architectural Guidelines occurs, the Board may deliver written notice of violation to the Owner. The violation notice shall specify a time period for removal of the non-conforming Improvement which the Board reasonably determines is necessary to remove the non-conforming Improvement. The Owner shall, upon receipt of the violation notice remove the non-conforming Improvement within the time period specified in the Violation notice or make an appeal to the Board in writing (if an Architectural Committee is formed, violation notice appeals should still be made to the Board). If an Owner fails to file an appeal within fifteen (15) days of the receipt of the notice of violation, the Owner shall have waived any right to appeal.

Upon receipt of a written appeal, the Board shall, if there is a fine schedule adopted by the Board, stay the enforcement of the fine or imposition of any further fines until an appeal hearing has been concluded. Within thirty (30) days of a request for a hearing, the Board shall schedule an appeal at a time and date to be determined by the Board. The appeal hearing shall be conducted in an informal manner and the Owner shall have the opportunity to present any information or evidence to have the fine excused or mitigated. The decision of the Board shall be final.

APPROVED WITH CONDITIONS

A copy of the executed request form and an approval report or a copy of the plans stamped and signed by the Board will be returned to the applicant. The plans will contain Board changes or stipulations that shall become a part of the plans and shall represent the terms and conditions of approval to be satisfied by the Applicant. All use restrictions contained in the Declaration shall be in full force and effect and shall control the construction activities of the Owner.

DISAPPROVAL BY THE ARCHITECTURAL COMMITTEE (APPEAL)

If the Architectural Committee is appointed and the Architectural Committee disapproves any application or approves any application with conditions, the party or parties making such application may appeal in writing to the Board. The Board must receive the written request for appeal not more than thirty (30) days following the disapproval decision of the Architectural Committee. Within thirty (30) days following receipt of the written request for appeal, the Board shall render its written decision. The failure of the Board to render a decision within the thirty (30) day period shall be deemed a decision against the appellant. The decision of the Board shall be binding and final.

INSPECTION AND CORRECTION OF WORK

Right of Inspection During Course of Construction: The Board or its duly authorized representative may enter into any Residential Unit during the course of construction or installation of any Improvements for the purpose of inspecting such construction and/or installation to determine whether it was performed in substantial compliance with the approved Plans and Specifications, the contractor's guidelines and applicable governmental regulations. If the Board determines that such construction and/or installation is not being done in substantial compliance with the approved Plans and Specifications, it shall notify the Owner of such non-compliance. If the Board determines that such construction and/or installation is not being done in substantial compliance with the contractor's guidelines or applicable governmental rules and regulations, work may be stopped ("red-tagged") by the Board, the City of Camarillo, AQMD or CalOSHA until the work complies with the applicable standards. Copies of inspection sign-off(s) by the City of Camarillo shall be provided to the Property Management Company and/or the Board before work can re-commence.

The Board may not enter into a Residential Unit without obtaining the prior permission of the Owner or occupant of such Residential Unit; provided, however, that such permission shall not be unreasonably withheld and shall be given for entry by the Board during the daylight hours within forty-eight (48) hours of the request for entry.

Notice of Completion: Upon the completion of any construction or reconstruction or the alteration or refinishing of any Improvements, or upon the completion of any other work for which approved Plans and Specifications are required, the Owner shall give written notice of completion thereof to the Board.

Inspection: Within thirty (30) days thereafter the Board, or its duly authorized representative, shall have the right to enter into Residential Unit, as provided in Section 9.6 of the Declaration, to inspect such Improvement to determine whether it was constructed, reconstructed, altered or refinished to substantial compliance with the approved Plans and Specifications. If the Board finds that such construction, reconstruction, alteration or refinishing was not done in substantial compliance with the approved Plans and Specifications, it shall notify the Owner in writing of such non-compliance within such thirty (30) day period, specifying particulars of non-compliance, and shall require the Owner to remedy such non-compliance.

Non-Compliance: If, upon the expiration of thirty (30) days from the date of such notification, the Owner shall have failed to remedy such non-compliance, the Board after affording such Owner notice and hearing, shall determine whether there is a non-compliance, and if so, the nature thereof and the estimated cost of correcting or removing the same. If non-compliance exists, the Board shall require the Owner to remedy or remove the same within a period of not more than thirty (30) days from the date of the Board ruling. If the Owner does not comply with the Board ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Board, at its option, may either remove the non-complying Improvement or remedy the non-compliance and the Owner shall reimburse the Association for all costs and expenses incurred in connection therewith upon demand and release the Association from any claims arising from such work. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy an enforcement assessment against such Owner for reimbursement.

Review Oversight: Any architectural approval involving an oversight of the Declaration or architectural review policy does not constitute a waiver of that rule and therefore, must be corrected upon notice by the Board.

ARCHITECTURAL STANDARDS

The standards set forth below shall apply to the Improvements within the Community . These standards are in addition to the standards set forth in the Community Guidelines and the other Governing Documents.

ANTENNA AND SATELLITE DISH

These guidelines are not intended in any way to impair the installation, maintenance or use of Covered Antenna (as defined below). These guidelines are not a part of a pre-approval submittal process as described in Article 9 of the Declaration; however, the Board has the right to ensure that any Covered Antenna installed by Owners are installed in accordance with the following guidelines.

DEFINITIONS:

“Antenna” - any device used for the transmission and receipt of video or audio services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS), including antennas that have limited transmission capability which are designed to aid the user in selecting or using

video programming. A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.

“Covered Antenna” - an Antenna covered by the FCC’s Over-the-Air Reception Devices (OTARD) Rule.

ANTENNA SIZE AND TYPE:

Owners may install the following Covered Antennas in accordance with these Architectural Guidelines, provided that such rules do not unreasonably delay Covered Antenna installation, maintenance, or use; unreasonably increase the cost of Covered Antenna installation, maintenance, or use; or preclude reception of acceptable quality signals from Covered Antennas.

1. Antennas designed to receive Direct Broadcast Satellite (DBS) service that are 39.4 inches (1 meter) or less in diameter.
2. Antennas designed to receive Multipoint Distribution Service (MDS) that are 39.4 inches (1 meter) or less in diameter.
3. Antennas designed to receive television broadcast signals, regardless of size.

If an Owner desires to install an antenna that is not a Covered Antenna, such installations shall require the approval of the Board in accordance with the procedures set forth in Article 9 of the Declaration.

LOCATION:

1. Covered Antennas shall be installed solely on Exclusive Use Easement Area and shall not encroach upon, or overhang into, any Common Area, Association Property or any other Owner’s Residential Unit or Exclusive Use Easement Area.
2. Covered Antennas shall be located in a place shielded from view from other Residential Units, from streets, or from outside the Community to the maximum extent possible. If Covered Antennas can receive acceptable-quality signals from more than one location, then Covered Antennas must be located in the least visible preferred location.
3. If an installation cannot comply with the previous section because the installation would unreasonably delay, unreasonably increase the cost, or preclude reception of acceptable-quality signals, the Owner must ensure that the installation location is as close to a conforming location as possible. The Association may request an explanation of why the nonconforming location is necessary.

INSTALLATION AND REMOVAL:

1. Covered Antennas shall be neither larger nor installed higher than is absolutely necessary for reception of an acceptable-quality signal.
2. Unless otherwise prohibited by law, Covered Antennas installed within the Exclusive Use Easement Area must be installed on a stand or tripod only and such stand or tripod may not puncture or penetrate the floor surface of the Exclusive Use Easement Area or the walls of the building surrounding the Exclusive Use Easement Area.
3. All installations shall be completed so that they do not materially damage any Association Property or Common Area or void any warranties of the Association or other Owners, or in any way impair the integrity of any building in the Community . Owners are liable for any personal injury or damage

occurring to Association Property, Common Area or other Owners' Exclusive Use Easement Area arising from installation, maintenance, or use of a Covered Antenna. Covered Antenna removal requires restoration of the installation location and any other affected locations, if any, to their original condition. Owners shall be responsible for all costs relating to restoration of these areas.

4. Any antenna installer shall comply with the requirements for contractors and subcontractors set forth in these Architectural Guidelines. The purpose of this regulation is to ensure that Covered Antennas are installed in a manner that complies with building and safety codes and manufacturer's instructions. Improper installation could cause damage to structures, posing a potential safety hazard to other Owners and personnel.

5. Installation on Exclusive Use Patios and Decks

The following devices shall be used whenever possible:

a. Devices that permit the transmission of telecommunications signals through a glass pane without cutting or drilling a hole through the glass pane or other Common Area; and

b. Devices such as ribbon cable that permit the transmission of telecommunications signals into a Residential Unit through a window or door without penetrating the wall; and

c. Existing wiring for transmitting telecommunications signals and cable services signals.

6. Covered Antenna Camouflaging

a. Provided that paint will not degrade the signal, Covered Antennas shall be neutral in color or painted to match the color of the structure (wall, railing) near where they are installed.

b. Covered Antennas installed on the ground and visible from the street or other Owners' Residential Units must be camouflaged. A Covered Antenna preferably should be camouflaged by existing landscaping or screening. If existing landscaping will not adequately camouflage the Covered Antenna, then the Association may require additional camouflage. If the camouflaging will cause an unreasonable cost increase, then the Association has the option to pay for additional camouflaging.

c. Exterior Covered Antenna wiring shall be installed so as to be minimally visible and blend into the material to which it is attached.

SAFETY:

Because the Association has a legitimate safety interest in preventing personal injury or property damage occurring due to improper or unsafe Covered Antenna installation, Owners must follow the listed safety guidelines:

1. Covered Antennas shall be installed and secured in a manner that complies with all applicable codes, safety ordinances, city and state laws and regulations, and manufacturer's instructions. If an Owner must obtain a permit in compliance with a valid safety law or ordinance, then the resident shall provide a copy of that permit to the Association before installation. The purpose of this rule is to ensure that Covered Antennas are installed safely and securely, and to minimize the possibility of detachment and resulting personal injury or property damage.

2. Unless the above-cited codes, safety ordinances, laws, and regulations require a greater separation, Covered Antennas shall not be placed within five (5) feet of electrical power lines (above-ground or buried) and in no event shall Covered Antennas be placed where they may come into contact

with electrical power lines. The purpose of this requirement is to prevent injury or damage resulting from Covered Antenna contact with power lines.

3. Covered Antennas shall not obstruct access to or exit from any doorway or window of a Residential Unit, walkway, ingress or egress, electrical service equipment, water shut-off valves, or any other areas necessary for the safe operation of the Community . The purpose of this requirement is to ensure the safe ingress or egress of Owners and management personnel.

4. To prevent electrical and fire damage, Covered Antennas shall be permanently and effectively grounded.

5. To prevent detachment during a storm, Covered Antennas shall be installed to withstand wind speeds of 70 mph.

DRAINAGE

There shall be no interference with the established drainage patterns over any Residential Unit, Common Area or Association Property unless an adequate alternative provision is made for proper drainage and written approval is obtained from the Board. The installation of any tile or other flooring material on decks or patios is strictly forbidden, as it will interfere with proper drainage.

Failure to make adequate provisions for proper drainage in the event it is necessary to change the established drainage over a Residential Unit could cause major problems and result in imminent danger to person(s) or property of other residences.

If you alter drainage, or if you install Improvements in such a way as to alter the drainage, you, not the Brookshire Homeowners Association, will be responsible for any resulting consequences in any way related to drainage. You are responsible for damage caused by Owner's failure to properly provide for adequate drainage.

FLAGS AND FLAG POLES

SUBMITTAL REQUIREMENTS:

Flags of the United States need not be submitted for Board approval provided that they conform to the following guidelines. However, the Association reserves its rights set forth in the Declaration to prohibit Improvements that may pose a health or safety risk in the Community .

GUIDELINES:

1. Owners may display a flag of the United States made of fabric, cloth or paper displayed from a staff or pole within a Residential Unit, including a window, or on a tripod within the Exclusive Use Easement Area.
2. This excludes displaying a depiction or emblem of the United States flag made of lights, paint, roofing, siding, paving materials, flora or balloons or any other similar building, landscaping or decorative component.
3. All other flags must be submitted to the Board in accordance with the procedures set forth in the Declaration and these Architectural Guidelines.

WATER SUPPLY SYSTEMS

Water systems must be submitted for Board approval. Water systems must be professionally installed. An Owner is strictly liable for any damage, including water intrusion and any mold or mildew resulting from the installation of any water supply system.

No individual water supply or water softener system shall be permitted in any Residential Unit unless such system is designed, located, constructed and equipped in accordance with requirements, standards, and recommendations of any applicable water district, the City, applicable governmental authorities and the Owner Maintenance Manual.

WINDOW COVERINGS AND TREATMENTS

1. Each Owner shall, within ninety (90) days after the Close of Escrow for his or her Residential Unit, install window coverings on all windows. All window coverings must be of a neutral color harmonious with and not conflict with the color scheme of the exterior wall surface of the Residential Unit. Window coverings may consist of curtains, draperies, blinds, shades or shutters. Aluminum foils or other reflective materials, bed sheets, papers, and the like may not be applied to windows, at any time.
2. To enhance the appearance of the building, curtains, drapes, shutters, blinds, and other window materials subject to view from the exterior shall be restricted as to the color of the side exposed to the exterior. Only window coverings and materials of a neutral color are allowed and approved.
3. Each Owner is responsible for the care and maintenance of the window coverings. Drapes, curtains, shutters, blinds and other window materials must be kept in good condition. The Association can compel an Owner to replace shabby and torn materials exposed to the exterior.
4. No exterior screens are permitted unless (i) installed in connection with the original construction of the Community, or (ii) screens which are replacement of existing screens, or (iii) screens which an Owner places on French doors, subject to Architectural approval.

DECKS AND PATIOS

1. Outdoor furniture: Outdoor furnishings must be in good condition and must be complimentary to the exterior color scheme of the buildings in these areas. Furniture in a state of disrepair (i.e., torn cushions, rusting frames, faded or torn umbrellas), is prohibited.

These furnishings must be equipped with protective leg caps or other devices to prevent damage to the floor of the Exclusive Use Deck Area and Exclusive Use Patio Areas. Additionally, none of these

furnishings or other Improvement shall be nailed, bolted, or otherwise attached to the floor, walls, or any other portion of the Exclusive Use Deck Area and Exclusive Use Patio Areas

2. Plants: Vegetation that extends beyond the railings, fences, walls and/or other boundaries of an Exclusive Use Deck Area or Exclusive Use Patio Area is prohibited.
3. Awnings, Etc.: Awnings, ornamental screens, and sunshades shall not be permitted on any structure or elsewhere within the Community except those that are installed in accordance with the original construction of the Community .
4. Umbrellas: All umbrellas must remain closed when not in use.

FLOORING

SUBMITTAL REQUIREMENTS:

Except for those floors installed by Declarant, no Residential Owner shall install flooring (including without limitation tile or hardwood floors) or replace any flooring unless the prior approval of the Board has been obtained. As a condition to approving the installation or replacement of flooring, the Residential Owner shall submit to the Board a construction drawing clearly indicating the type of flooring to be installed and the underlayment to be provided to mitigate against impact noises such as footfalls. The drawing must clearly identify all materials, their composition and thickness. No hard surface flooring will be allowed in any room in which hard surface flooring is restricted as set forth in the Hard Surface Flooring Restriction Matrix attached to these Architectural Guidelines. If permitted by the Hard Surface Flooring Restriction Matrix, hard surface flooring may be installed provided that the prior approval of the Board or Architectural Committee, if any, is obtained

GUIDELINES:

1. STC and impact insulation class will be approximately 57 for carpet and pad.
2. STC and impact insulation class will be approximately 55 for wood or tile.

ADDITIONAL REQUIREMENTS FOR HARD SURFACE FLOORING

SUBMITTAL REQUIREMENTS

The Owner of any Residential Unit wishing to install a hard surface floor must submit to the Board the following:

1. A construction drawing clearly indicating the type of flooring to be installed and the underlayment to be provided to mitigate against impact noises such as footfalls. The drawing must clearly identify all materials, their composition and thickness.
2. A plan view drawing of the hard surface flooring area indicating the location of all adjacent partitions, cabinets, etc., with referenced details indicating the method of isolating the hard surface flooring along the entire perimeter.
3. A copy of the installation instructions from the resilient floor underlayment manufacturer.

4. The name, qualifications, and experience of the contractor who will install the hard surface flooring and resilient underlayment with a listing of his experience in the installation of floors utilizing impact insulation materials.
5. The proposed individual(s) who will oversee the installation in order to verify that the installation is in accordance with the manufacturer's requirements.

GUIDELINES:

1. No construction shall be permitted until this information is submitted to and approved in accordance these Architectural Guidelines. Submission of these materials to the Board shall be for the purpose of documenting the location and design of any hard surface flooring within the Community and to insure that such flooring is installed in a professional manner and with reference to appropriate standards.
2. Installation of any hard surface flooring without compliance with each of the requirements set forth in 1 - 5 above shall constitute a violation of these Architectural Guidelines, and subject the violating Owner to all remedies provided herein or by applicable law for such violation, including, without limitation, the levy of fines by the Association (if the Board has adopted a fine policy) until such violation is corrected.

SOUND ATTENUATION

In any multi-family dwelling, sound may be audible between units, particularly where the sound level of the source is sufficiently high and the background noise in an adjacent Residential Unit is very low. Each Owner shall endeavor to minimize any noise transmission from his or her Residential Unit, and shall adhere to any of the Community Guidelines which are designed to minimize noise transmission.

GUIDELINES:

1. No holes or other penetrations shall be made in demising walls (party walls) without the permission of the Board. No penetrations of any sort shall be made in the ceiling of any Residential Unit. Acoustical sealant shall be packed around all holes made by nails or screws when hanging items from the wall.
2. No modifications shall be made to any Residential Unit which would result in a reduction in the minimum impact insulation class of the Residential Unit.
3. Speakers for music reproduction and television shall not be supported from or contact demising walls and shall be elevated from the floor by a proper acoustic platform.
4. Pianos shall have at least one half inch (1/2) neoprene pads under the supports to minimize vibration transmission into the structure.
5. All furniture shall contain rubber castors or felt pads.

SIGNS—RESIDENTIAL UNITS

SUBMITTAL REQUIREMENTS: Noncommercial signs and posters that are more than nine (9) square feet in size and noncommercial flags or banners that are more than fifteen (15) feet in size must be submitted to the Board in accordance with the procedures set forth in the Declaration and these Architectural Guidelines.

GUIDELINES:

1. The color and style of signs must be harmonious with the exterior surface of the building.
2. Noncommercial signs made of lights, roofing, siding, paving materials, flora or balloons or any other similar building, landscaping or decorative component, or painting of architectural surfaces are not permitted.
3. Signs shall not be attached to the walls of any Exclusive Use Deck Area or Exclusive Use Patio Area.
4. One (1) sign advertising the Residential Unit for sale or lease must not be larger than eighteen inches (18") by thirty inches (30") in size.

BROOKSHIRE

FORMS

HOME IMPROVEMENT FORM
HARD SURFACE FLOORING RESTRICTIONS
RULES AND VIOLATION REPORT FORM
COMMUNITY ROOM RENTAL APPLICATION

HARD SURFACE FLOORING RESTRICTIONS

Brookshire
Building 1D

Unit #	Plan	Entry	LIVING RM	DINING RM	KITCHEN	BATH 3	MST BD/CL	MST BATH	BED 2/CL	BATH 2	STAIRS	BED 3/CL	POWDER	HALL	LAUNDRY
101	6FR	x	x	x	x	x	x	x	x	x	no	x	n/a	x	x
102	4F	x	x	n/a	x	n/a	x	x	x	x	n/a	n/a	n/a	x	x
103	3A	x	x	n/a	x	n/a	x	x	x	x	n/a	n/a	n/a	x	x
104	3AR	x	x	n/a	x	n/a	x	x	x	x	n/a	n/a	n/a	x	x
105	1BR	x	x	n/a	x	n/a	x	x	n/a	n/a	n/a	n/a	n/a	x	x
106	1B	x	x	n/a	x	n/a	x	x	n/a	n/a	n/a	n/a	n/a	x	x
107	1CR	x	x	n/a	x	n/a	x	x	n/a	n/a	n/a	n/a	n/a	x	x
108	1B	x	x	n/a	x	n/a	x	x	n/a	n/a	n/a	n/a	n/a	x	x
109	7A	x	x	n/a	x	n/a	x	x	x	x	n/a	x	x	x	x
110	4AR	x	x	n/a	x	n/a	x	x	x	x	n/a	n/a	n/a	x	x
111	6E	x	x	x	x	x	x	x	x	x	no	x	n/a	x	x
112	2AR	x	x	x	x	n/a	x	x	x	x	n/a	n/a	n/a	x	x
113	4G	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
114	3B	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
115	3BR	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
116	5CR	x	no	n/a	x	n/a	no	x	x	x	n/a	n/a	n/a	no	x
117	5F	x	no	n/a	x	n/a	no	x	x	x	n/a	n/a	n/a	no	x
118	5BR	x	no	n/a	x	n/a	no	x	x	x	n/a	n/a	n/a	no	x
119	5K	x	no	n/a	x	n/a	no	x	x	x	n/a	n/a	n/a	no	x
120	7B	x	no	n/a	x	n/a	no	x	no	x	n/a	no	x	no	x
121	4DR	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
122	2A	x	x	x	x	n/a	x	x	x	x	n/a	n/a	n/a	x	x
123	2AR	x	no	no	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x

X = Hard Surface Allowed
NO = Hard Surface Not Allowed
N/A = Room Not Applicable

124	4E	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
125	3C	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
126	3CR	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
127	5HR	x	no	n/a	x	n/a	no	x	x	x	n/a	n/a	n/a	no	x
128	5G	x	no	n/a	x	n/a	no	x	x	x	n/a	n/a	n/a	no	x
129	5JR	x	no	n/a	x	n/a	no	x	x	x	n/a	n/a	n/a	no	x
130	5D	x	no	n/a	x	n/a	no	x	x	x	n/a	n/a	n/a	no	x
131	7C	x	no	n/a	x	n/a	no	x	no	x	n/a	no	x	no	x
132	4ER	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
133	2A	x	no	no	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x

Brookshire
Building 2DR

Unit #	Plan	Entry	LIVING RM	DINING RM	KITCHEN	BATH 3	MST BD/CL	MST BATH	BED 2/CL	BATH 2	STAIRS	BED 3/CL	POWDER	HALL	LAUNDRY
234	6ER	x	x	x	x	x	x	x	x	x	no	x	n/a	x	x
235	4A	x	x	n/a	x	n/a	x	x	x	x	n/a	n/a	n/a	x	x
236	7AR	x	x	n/a	x	n/a	x	x	x	x	n/a	x	x	x	x
237	1BR	x	x	n/a	x	n/a	x	x	n/a	n/a	n/a	n/a	n/a	x	x
238	1C	x	x	n/a	x	n/a	x	x	n/a	n/a	n/a	n/a	n/a	x	x
239	1BR	x	x	n/a	x	n/a	x	x	n/a	n/a	n/a	n/a	n/a	x	x
240	1B	x	x	n/a	x	n/a	x	x	n/a	n/a	n/a	n/a	n/a	x	x
241	3A	x	x	n/a	x	n/a	x	x	x	x	n/a	n/a	n/a	x	x
242	3AR	x	x	n/a	x	n/a	x	x	x	x	n/a	n/a	n/a	x	x
243	4FR	x	x	n/a	x	n/a	x	x	x	x	n/a	n/a	n/a	x	x
244	6F	x	x	x	x	x	x	x	x	x	no	x	n/a	x	x

X = Hard Surface Allowed
NO = Hard Surface Not Allowed
N/A = Room Not Applicable

245	2AR	x	x	x	x	n/a	x	x	x	x	n/a	n/a	n/a	x	x
246	4D	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
247	7BR	x	no	n/a	x	n/a	no	x	no	x	n/a	no	x	no	x
248	5KR	x	no	n/a	x	n/a	no	x	x	x	n/a	n/a	n/a	no	x
249	5B	x	no	n/a	x	n/a	no	x	x	x	n/a	n/a	n/a	no	x
250	5FR	x	no	n/a	x	n/a	no	x	x	x	n/a	n/a	n/a	no	x
251	5C	x	no	n/a	x	n/a	no	x	x	x	n/a	n/a	n/a	no	x
252	3B	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
253	3BR	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
254	4GR	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
255	2A	x	x	x	x	n/a	x	x	x	x	n/a	n/a	n/a	x	x
256	2AR	x	x	x	x	n/a	x	x	x	x	n/a	n/a	n/a	x	x
257	4E	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
258	7CR	x	no	n/a	x	n/a	no	x	no	x	n/a	no	x	no	x
259	5DR	x	no	n/a	x	n/a	no	x	x	x	n/a	n/a	n/a	no	x
260	5J	x	no	n/a	x	n/a	no	x	x	x	n/a	n/a	n/a	no	x
261	5GR	x	no	n/a	x	n/a	no	x	x	x	n/a	n/a	n/a	no	x
262	5H	x	no	n/a	x	n/a	no	x	x	x	n/a	n/a	n/a	no	x
263	3C	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
264	3CR	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
265	4ER	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
266	2A	x	x	x	x	n/a	x	x	x	x	n/a	n/a	n/a	x	x

X = Hard Surface Allowed
 NO = Hard Surface Not Allowed
 N/A = Room Not Applicable

Brookshire
Building 3A

Unit #	Plan	Entry	LIVING RM	DINING RM	KITCHEN	BATH 3	MST BD/CL	MST BATH	BED 2/CL	BATH 2	STAIRS	BED 3/CL	POWDER	HALL	LAUNDRY
367	6B	x	x	x	x	x	x	x	x	x	no	x	n/a	x	x
368	6AR	x	x	x	x	x	x	x	x	x	no	x	n/a	x	x

Brookshire
Building 4D

Unit #	Plan	Entry	LIVING RM	DINING RM	KITCHEN	BATH 3	MST BD/CL	MST BATH	BED 2/CL	BATH 2	STAIRS	BED 3/CL	POWDER	HALL	LAUNDRY
401	6FR	x	x	x	x	x	x	x	x	x	no	x	n/a	x	x
402	4F	x	x	n/a	x	n/a	x	x	x	x	n/a	n/a	n/a	x	x
403	3A	x	x	n/a	x	n/a	x	x	x	x	n/a	n/a	n/a	x	x
404	3AR	x	x	n/a	x	n/a	x	x	x	x	n/a	n/a	n/a	x	x
405	1BR	x	x	n/a	x	n/a	x	x	n/a	n/a	n/a	n/a	n/a	x	x
406	1B	x	x	n/a	x	n/a	x	x	n/a	n/a	n/a	n/a	n/a	x	x
407	1CR	x	x	n/a	x	n/a	x	x	n/a	n/a	n/a	n/a	n/a	x	x
408	1B	x	x	n/a	x	n/a	x	x	n/a	n/a	n/a	n/a	n/a	x	x
409	7A	x	x	n/a	x	n/a	x	x	x	x	n/a	x	x	x	x
410	4AR	x	x	n/a	x	n/a	x	x	x	x	n/a	n/a	n/a	x	x
411	6E	x	x	x	x	x	x	x	x	x	no	x	n/a	x	x
412	2AR	x	x	x	x	n/a	x	x	x	x	n/a	n/a	n/a	x	x
413	4G	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
414	3B	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
415	3BR	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
416	5CR	x	no	n/a	x	n/a	no	x	x	x	n/a	n/a	n/a	no	x
417	5F	x	no	n/a	x	n/a	no	x	x	x	n/a	n/a	n/a	no	x

X = Hard Surface Allowed
 NO = Hard Surface Not Allowed
 N/A = Room Not Applicable

418	5BR	x	no	n/a	x	n/a	no	x	x	x	n/a	n/a	n/a	no	x
419	5K	x	no	n/a	x	n/a	no	x	x	x	n/a	n/a	n/a	no	x
420	7B	x	no	n/a	x	n/a	no	x	no	x	n/a	no	x	no	x
421	4DR	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
422	2A	x	x	x	x	n/a	x	x	x	x	n/a	n/a	n/a	x	x
423	2AR	x	no	no	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
424	4E	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
425	3C	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
426	3CR	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
427	5HR	x	no	n/a	x	n/a	no	x	x	x	n/a	n/a	n/a	no	x
428	5G	x	no	n/a	x	n/a	no	x	x	x	n/a	n/a	n/a	no	x
429	5JR	x	no	n/a	x	n/a	no	x	x	x	n/a	n/a	n/a	no	x
430	5D	x	no	n/a	x	n/a	no	x	x	x	n/a	n/a	n/a	no	x
431	7C	x	no	n/a	x	n/a	no	x	no	x	n/a	no	x	no	x
432	4ER	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
433	2A	x	no	no	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x

Brookshire
Building 5DR

Unit #	Plan	Entry	LIVING RM	DINING RM	KITCHEN	BATH 3	MST BD/CL	MST BATH	BED 2/CL	BATH 2	STAIRS	BED 3/CL	POWDER	HALL	LAUNDRY
534	6ER	x	x	x	x	x	x	x	x	x	no	x	n/a	x	x
535	4A	x	x	n/a	x	n/a	x	x	x	x	n/a	n/a	n/a	x	x
536	7AR	x	x	n/a	x	n/a	x	x	x	x	n/a	x	x	x	x

X = Hard Surface Allowed
NO = Hard Surface Not Allowed
N/A = Room Not Applicable

537	1BR	x	x	n/a	x	n/a	x	x	n/a	n/a	n/a	n/a	n/a	x	x
538	1C	x	x	n/a	x	n/a	x	x	n/a	n/a	n/a	n/a	n/a	x	x
539	1BR	x	x	n/a	x	n/a	x	x	n/a	n/a	n/a	n/a	n/a	x	x
540	1B	x	x	n/a	x	n/a	x	x	n/a	n/a	n/a	n/a	n/a	x	x
541	3A	x	x	n/a	x	n/a	x	x	x	x	n/a	n/a	n/a	x	x
542	3AR	x	x	n/a	x	n/a	x	x	x	x	n/a	n/a	n/a	x	x
543	4FR	x	x	n/a	x	n/a	x	x	x	x	n/a	n/a	n/a	x	x
544	6F	x	x	x	x	x	x	x	x	x	no	x	n/a	x	x
545	2AR	x	x	x	x	n/a	x	x	x	x	n/a	n/a	n/a	x	x
546	4D	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
547	7BR	x	no	n/a	x	n/a	no	x	no	x	n/a	no	x	no	x
548	5KR	x	no	n/a	x	n/a	no	x	x	x	n/a	n/a	n/a	no	x
549	5B	x	no	n/a	x	n/a	no	x	x	x	n/a	n/a	n/a	no	x
550	5FR	x	no	n/a	x	n/a	no	x	x	x	n/a	n/a	n/a	no	x
551	5C	x	no	n/a	x	n/a	no	x	x	x	n/a	n/a	n/a	no	x
552	3B	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
553	3BR	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
554	4GR	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
555	2A	x	x	x	x	n/a	x	x	x	x	n/a	n/a	n/a	x	x
556	2AR	x	x	x	x	n/a	x	x	x	x	n/a	n/a	n/a	x	x
557	4E	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
558	7CR	x	no	n/a	x	n/a	no	x	no	x	n/a	no	x	no	x

X = Hard Surface Allowed
 NO = Hard Surface Not Allowed
 N/A = Room Not Applicable

559	5DR	x	no	n/a	x	n/a	no	x	x	x	n/a	n/a	n/a	no	x
560	5J	x	no	n/a	x	n/a	no	x	x	x	n/a	n/a	n/a	no	x
561	5GR	x	no	n/a	x	n/a	no	x	x	x	n/a	n/a	n/a	no	x
562	5H	x	no	n/a	x	n/a	no	x	x	x	n/a	n/a	n/a	no	x
563	3C	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
564	3CR	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
565	4ER	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
566	2A	x	x	x	x	n/a	x	x	x	x	n/a	n/a	n/a	x	x

Brookshire
Building 6A

Unit #	Plan	Entry	LIVING RM	DINING RM	KITCHEN	BATH 3	MST BD/CL	MST BATH	BED 2/CL	BATH 2	STAIRS	BED 3/CL	POWDER	HALL	LAUNDRY
667	6AR	x	x	x	x	x	x	x	x	x	no	x	n/a	x	x
668	6B	x	x	x	x	x	x	x	x	x	no	x	n/a	x	x

Brookshire
Building 7C

Unit #	Plan	Entry	LIVING RM	DINING RM	KITCHEN	BATH 3	MST BD/CL	MST BATH	BED 2/CL	BATH 2	STAIRS	BED 3/CL	POWDER	HALL	LAUNDRY
701	1AR	x	x	n/a	x	n/a	x	x	n/a	n/a	n/a	n/a	n/a	x	x
702	1B	x	x	n/a	x	n/a	x	x	n/a	n/a	n/a	n/a	n/a	x	x
703	7A	x	x	n/a	x	n/a	x	x	x	x	n/a	x	x	x	x
704	4AR	x	x	n/a	x	n/a	x	x	x	x	n/a	n/a	n/a	x	x
705	6E	x	x	x	x	x	x	x	x	x	no	x	n/a	x	x

X = Hard Surface Allowed
NO = Hard Surface Not Allowed
N/A = Room Not Applicable

706	5ER	x	no	n/a	x	n/a	no	x	x	x	n/a	n/a	n/a	no	x
707	5K	x	no	n/a	x	n/a	no	x	x	x	n/a	n/a	n/a	no	x
708	7B	x	no	n/a	x	n/a	no	x	no	x	n/a	no	x	no	x
709	4DR	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
710	2A	x	x	x	x	n/a	x	x	x	x	n/a	n/a	n/a	x	x
711	5AR	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
712	5D	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
713	7C	x	no	n/a	x	n/a	no	x	no	x	n/a	no	x	no	x
714	4ER	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
715	2A	x	no	no	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x

Brookshire
Building 8CR

Unit #	Plan	Entry	LIVING RM	DINING RM	KITCHEN	BATH 3	MST BD/CL	MST BATH	BED 2/CL	BATH 2	STAIRS	BED 3/CL	POWDER	HALL	LAUNDRY
816	6ER	x	x	x	x	x	x	x	x	x	no	x	n/a	x	x
817	4A	x	x	n/a	x	n/a	x	x	x	x	n/a	n/a	n/a	x	x
818	7AR	x	x	n/a	x	n/a	x	x	x	x	n/a	x	x	x	x
819	1BR	x	x	n/a	x	n/a	x	x	n/a	n/a	n/a	n/a	n/a	x	x
820	1A	x	x	n/a	x	n/a	x	x	n/a	n/a	n/a	n/a	n/a	x	x
821	2AR	x	x	x	x	n/a	x	x	x	x	n/a	n/a	n/a	x	x
822	4D	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
823	7BR	x	no	n/a	x	n/a	no	x	no	x	n/a	no	x	no	x
824	5KR	x	no	n/a	x	n/a	no	x	x	x	n/a	n/a	n/a	no	x

X = Hard Surface Allowed
 NO = Hard Surface Not Allowed
 N/A = Room Not Applicable

825	5E	x	no	n/a	x	n/a	no	x	x	x	n/a	n/a	n/a	no	x
826	2AR	x	no	no	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
827	4E	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
828	7CR	x	no	n/a	x	n/a	no	x	no	x	n/a	no	x	no	x
829	5DR	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
830	5A	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x

Brookshire
Building 9A

Unit #	Plan	Entry	LIVING RM	DINING RM	KITCHEN	BATH 3	MST BD/CL	MST BATH	BED 2/CL	BATH 2	STAIRS	BED 3/CL	POWDER	HALL	LAUNDRY
931	6B	x	x	x	x	x	x	x	x	x	no	x	n/a	x	x
932	6AR	x	x	x	x	x	x	x	x	x	no	x	n/a	x	x

Brookshire
Building 10B

Unit #	Plan	Entry	LIVING RM	DINING RM	KITCHEN	BATH 3	MST BD/CL	MST BATH	BED 2/CL	BATH 2	STAIRS	BED 3/CL	POWDER	HALL	LAUNDRY
1001	6CR	x	x	x	x	x	x	x	x	x	no	x	n/a	x	x
1002	4C	x	no	no	x	n/a	no	x	no	x	no	n/a	n/a	no	x
1003	4B	x	x	x	x	n/a	x	x	x	x	n/a	n/a	n/a	x	x
1004	6D	x	x	x	x	x	x	x	x	x	no	x	n/a	x	x

X = Hard Surface Allowed
 NO = Hard Surface Not Allowed
 N/A = Room Not Applicable

Brookshire
Building 11CR

Unit #	Plan	Entry	LIVING RM	DINING RM	KITCHEN	BATH 3	MST BD/CL	MST BATH	BED 2/CL	BATH 2	STAIRS	BED 3/CL	POWDER	HALL	LAUNDRY
1105	6ER	x	x	x	x	x	x	x	x	x	no	x	n/a	x	x
1106	4A	x	x	n/a	x	n/a	x	x	x	x	n/a	n/a	n/a	x	x
1107	7AR	x	x	n/a	x	n/a	x	x	x	x	n/a	x	x	x	x
1108	1BR	x	x	n/a	x	n/a	x	x	n/a	n/a	n/a	n/a	n/a	x	x
1109	1A	x	x	n/a	x	n/a	x	x	n/a	n/a	n/a	n/a	n/a	x	x
1110	2AR	x	x	x	x	n/a	x	x	x	x	n/a	n/a	n/a	x	x
1111	4D	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
1112	7BR	x	no	n/a	x	n/a	no	x	no	x	n/a	no	x	no	x
1113	5KR	x	no	n/a	x	n/a	no	x	x	x	n/a	n/a	n/a	no	x
1114	5E	x	no	n/a	x	n/a	no	x	x	x	n/a	n/a	n/a	no	x
1115	2AR	x	no	no	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
1116	4E	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
1117	7CR	x	no	n/a	x	n/a	no	x	no	x	n/a	no	x	no	x
1118	5DR	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x
1119	5A	x	no	n/a	x	n/a	no	x	no	x	n/a	n/a	n/a	no	x

Brookshire
Building 12A

Unit #	Plan	Entry	LIVING RM	DINING RM	KITCHEN	BATH 3	MST BD/CL	MST BATH	BED 2/CL	BATH 2	STAIRS	BED 3/CL	POWDER	HALL	LAUNDRY
1220	6AR	x	x	x	x	x	x	x	x	x	no	x	n/a	x	x
1221	6B	x	x	x	x	x	x	x	x	x	no	x	n/a	x	x

X = Hard Surface Allowed
NO = Hard Surface Not Allowed
N/A = Room Not Applicable

RULES AND VIOLATION REPORT

There must be at least one signature from a homeowner within the Association to pursue violations that cannot be viewed during an inspection of the community (i.e., noise nuisance, etc.). Please be as specific as possible to enable the Board of Directors to expedite the enforcement process in a timely manner. All alleged violations will be evaluated to verify that they are considered an infraction as defined by the Association's legal documents.

REPORT FILED BY:

Name: _____

Name: _____

Address: _____

Address: _____

Unit #: _____

Unit #: _____

Phone: _____ Date: _____

Phone: _____ Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Address: _____

Address: _____

Unit #: _____

Unit #: _____

Phone: _____ Date: _____

Phone: _____ Date: _____

Signature: _____

Signature: _____

VIOLATION INFORMATION:

Name: _____
(Alleged violator's name)

Address/Unit #: _____

Description of alleged violation: _____

(If additional space is needed, please use reverse side of this form)

Date(s) and time(s) alleged violation occurs? _____

How often does the alleged violation occur? _____

I/we understand that the proposed improvements may require a permit from the City/County Building Department or other government agencies and I/we will obtain all required permits before commencing any work. I/we agree I/we will do no work that will change the existing drainage patterns. I/we are aware that any changes in the existing drainage pattern may result in substantial damage to adjacent properties, for which I/we will be held responsible.

I/we assume the responsibility for any work, including conformity of completed improvements to the plans and specifications as approved by the Board or, if appointed, the Architectural Committee and the satisfaction of any time limitations for their completion as may be specified in conjunction with such approval under the above proposed modifications/improvements. Further, I/we assume full responsibility for any work and that I/we or my contractor accomplishes which may, in the future, adversely affect adjacent properties and/or common area. I/we will assume responsibility for all future maintenance of this modification, addition, improvement and/or landscaping.

Signature: _____ Date: _____

Signature: _____ Date: _____

Do not write below this line (For Board/Architectural Committee use only)

The Board/Architectural Committee has determined that the submittal on the previous page is:

_____ Approved _____ Approved with Conditions _____ Disapproved

See notes on plans.
Resubmit with more details for _____
Maintain existing drainage pattern or provide alternative drainage method.
Submit originally reviewed plans with revised drawings.
Other Comments:

Further Conditions:

Board/Architectural Committee:
Date: _____ Initial: _____ Date: _____ Initial: _____ Date: _____ Initial: _____

NOTICE OF COMPLETION

Notice is hereby given that: _____, the undersigned is the Owner(s) of the property located at:

Address: _____

Unit #: _____

The work of Improvement described as _____

was COMPLETED on the _____ day of _____, 20____ in accordance with the Board's/Architectural Committee's written approval of the above Owner's plans and submitted package.

Signature of Owner: _____

Signature of Owner: _____

Date: _____

**THIS SECTION FOR BOARD/ARCHITECTURAL COMMITTEE
USE ONLY:**

Date Received: _____

Date Inspection Performed: _____

Work completed in accordance with approved plans;

File closed date: _____

Work not in compliance with approved plans;

See comments and/or corrections as noted below:



Board/Architectural Committee

Date