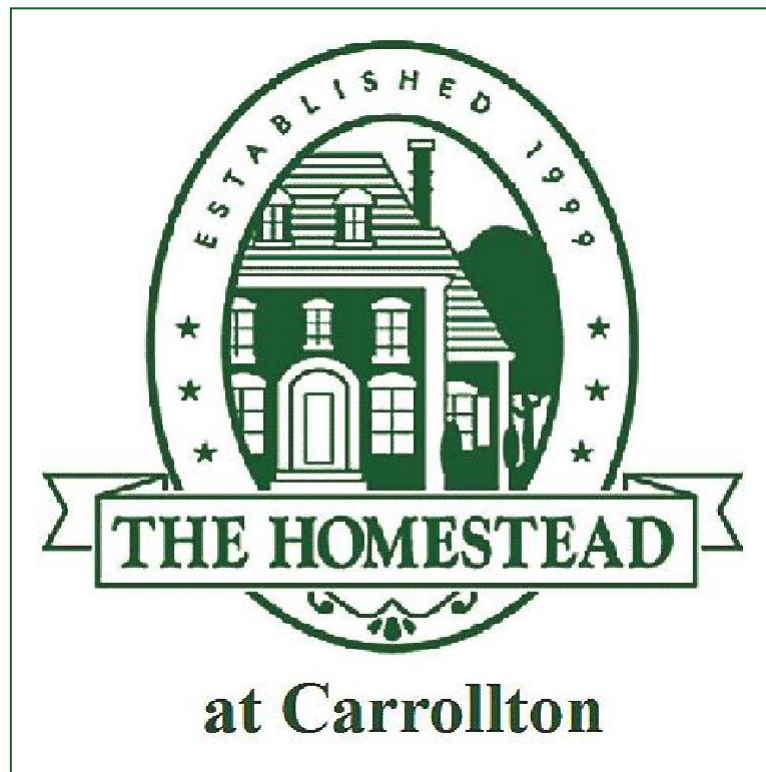




Welcome to The Homestead at Carrollton!



The Homestead Welcome Packet

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Welcome home to The Homestead in Carrollton!

We are very happy to welcome you to The Homestead in Carrollton. In this “Welcome Packet” you will find information about what this neighborhood offers you and your family—everything from social events to the clubhouse and pool to information about our guidelines.



Probably, one of the most important items to understand about our community is that it is run by a Homeowner’s Association. It is a lifestyle choice to move into a Homeowners Association-ruled neighborhood, and one that should be taken seriously.

Among other things, you pay regular dues to help the HOA Board keep this neighborhood looking high-quality, neat and attractive, to keep our environment nicer and our property values higher.

To capitalize on that, we require some standard guidelines on such things as mowing your yard, repairing your fence and painting your home.

These guidelines are all spelled out in detailed legalese in our official documents, which include our *Bylaws*; *Declaration of Covenants, Conditions and Restrictions (DCCRs)*; and *Pattern Book*. These are all available on request and on our community website (we’ll talk about that later) if you want to check them. However, in this packet we have put the guidelines down in a simpler summary format for you.

To help maintain our standards, we have an Architectural Control Committee (ACC) that meets regularly to approve requests from residents about activities that will affect the outside appearance of their homes. Next time you’re ready to paint your door, or replace your fence, simply send in an ACC Form and let the committee give you approval within 30 days. Of course, we also want you to use your common sense to help us stay within our guidelines and refrain from using wild colors of paint or completely graveling your yard.

You have chosen well in coming to this neighborhood. The Homestead was planned carefully to be friendly and open to residents, not only through our impressive appearance, but through neighborhood activities. We have a lot to offer your family, including the following:

- An attractive clubhouse with a kitchen, which is available for rental (Windmill and Countryside).
- A beautiful pool area, including a baby pool and adult pool, recreational area offering picnic and poolside tables, plus an outdoor grill (behind the clubhouse at Windmill and Countryside).
- Several small parks for your enjoyment, including Primrose Park (Branch Hollow and Hanover), which offers a kid’s playground.
- Beautiful common areas to enhance the community that include grassed medians with colorful flowers and shady trees year-round.

- Comprehensive community website that provides information about amenities, activities, neighborhood clubs and groups, classified ads and vendor recommendations, as well as board minutes, budget and downloadable copies of the *DCCRs*, *Bylaws* and *Pattern Book*.
- An active email discuss list on which residents can note items of interest from lost dogs to fence contractors to children's furniture for sale.
- A plethora of ways to meet your neighbors and enjoy social activities, including Arts and Crafts night, and a "Manly" group.
- Volunteer opportunities with various committees (Clubhouse, ACC and more) or with neighborhood-wide social events, such as our annual July 4th Parade, Fall Festival, Pictures with Santa Claus and Easter Egg Hunt. This packet includes a Volunteer Form that you can fill out to join in on planning these events.
- A dedicated Board of Directors who believe strongly in "transparency" to our residents by holding open board meetings to publishing the board minutes online.
- An HOA Administrator on staff to help with neighborhood issues, working with the management company, or getting a pool access card.

You will find more about all of these items in this packet. If you need further information on anything, just contact our HOA Administrator at 972-261-9841 or homesteadatcarrollton@gmail.com

And, again, welcome to The Homestead at Carrollton. We look forward to meeting you!



The Homestead at Carrollton FREQUENTLY ASKED QUESTIONS

Q. *Is there a central contact for questions and problems (e.g., common areas, pool, landscaping, irrigation/sprinklers, maintenance, etc.)?*

A. Yes. Contact our HOA Admin by calling 972-261-9841 or emailing HomesteadatCarrollton@gmail.com.

Q. *Who is our Property Management Company?*

A. Our Property Management Company is First Service Residential (formerly Premier Communities). Customer service number is 877-378-2388 or visit their website at: <http://fsresidential.com/Texas/Home/#>.

Q. *How do I get email news and announcements from the management company?*

A. Be sure your correct email is on file with First Service Residential. If you are not sure if it is, send your email to HOA Administrator at homesteadatcarrollton@gmail.com or call 972-261-9841.

Q. *If my question or request to First Service is not handled correctly or promptly, who should I contact?*

A. Contact the HOA Administrator (contact info above)

Q. *How do I know if I am in violation of The Homestead's DCCRs?*

A. Go to "Documents" on the community website and download the "Self Inspection Form." This provides information about what inspectors look for.

Q. *Is there a way to report a crime or suspicious activity in the neighborhood?*

A. Yes. Probably the fastest way to alert your neighbors about suspicious cars, speeders, vandals, etc., is through the Discuss List (see below). If you are not a list member, you may send an email to homesteadatcarrollton@gmail.com and our HOA Administrator will put this notice out. The non-emergency number for Carrollton Police is (972) 466-3333 or *247 from a cell phone.

Q. *Can I pay my HOA dues online or automatically through my bank?*

A. Q. *Can I pay my HOA dues online or automatically through my bank?*

A. Yes. Visit www.ClickPay.com/FirstService, click Register, and then create your online profile. Need help? Visit www.ClickPay.com/GetHelp or call 1-888-354-0135 (option 1)

Q. *What is the correct process to get Architectural Control Committee (ACC) approval to make changes or repairs on my property?*

A. If you want to repaint, replace your fence or make other changes to your home or property you should fill out as completely as possible the ACC form available in the "Documents" folder on the community website under "Architectural Control Committee (ACC)." **DO THIS BEFORE YOU START YOUR PROJECT** so you won't have to dismantle anything if the request is not approved. Your request will be reviewed by the ACC Committee and a response sent to you in 30 days or less. You can also request a form from the HOA Administrator at 972-261-9841 or homesteadatcarrollton@gmail.com.

Q. *I understand there is a list of approved trees for the front easement by the sidewalk and back alleys. What trees are permissible?*

A. Street and alley trees are required, must be at least 3-5" in diameter minimum, and either Bald Cypress, Live Oak, Shumard Oak, Cedar Elm or Chinese Pistache. Subject to ACC approval, the following types of trees may also be permitted:

Must be native or adaptive to North Texas and our immediate area.

- Must have a long life span (over 50 years).
- Must be of an appropriate height and dimensions to provide shade.
- Must be capable of being pruned, trained and "limbed up" such that upon maturity the lowest limbs shall not excessively obstruct visibility, and so that the tree can satisfy the "free from obstruction" clearance requirements of the Association and/or City of Carrollton which currently are that for any tree all limbs must be at a height no lower than 12 feet from the street or alley nor lower than 7 feet from the sidewalk
- Trees that satisfy these requirements include (but may not be limited to): Red Oak, Water Oak, Bur Oak, Chinquapin Oak, Lacebark Elm, Pecan.

Q. *Does The Homestead have a list of recommended vendors or professionals for appliance repair, painting, landscaping, dentists, doctors, etc.?*

A. Yes. Go to the "Forum" section of our website to find "Local Recommendations" of area vendors. Another popular way to get recommendations is to ask for them on the email Discuss List (see below). You may also advertise your own service or business on the Forum in a section called "Networking."

Q. *How do I broadcast a "FOR SALE" email?*

A. Post your item and complete contact information under a "Classifieds" heading. (Reminder: You must be logged in.)

Q. *How can I list my home for sale on the Homestead website?*

A. *Sorry, this service is temporarily not available.*

Q. *If I need to repaint my mailbox, what color/type paint should I use?*

A. The recommended paint is Rustoleum Premium Satin, the shade is Hunter Green. It's available in spray paint or by the quart at Lowe's. Before painting, be sure to clean the mailbox thoroughly and wipe down with alcohol so paint will adhere.

Q. Where do I buy a replacement mailbox if mine isn't working?

A. For the homes in Phase I, you can buy a similar mailbox at Home Depot (see link below) for less than \$20. Although they come in green, it may not be a matching green to what most homes in The Homestead currently have. If you share a mailbox post with your neighbor, you could spray paint yours with Rustoleum Satin Hunter Green to match. Many mailboxes are 10 years old and in need of a new coat of paint anyway.

<http://www.homedepot.com/webapp/wcs/stores/servlet/ProductDisplay?langId=-1&storeId=10051&catalogId=10053&R=100193995&catEntryId=100193995>

If you are in Phase 2 in a DR Horton home, look for a replacement mailbox at King Metals:

King Metals: <http://www.kingmetals.com/Catalog/ItemContent.aspx?ItemNumber=7625> or at 214-388-9834. or Brandon Industries: <https://www.brandonindustries.com/collections/mailboxes/products/mailbox-drc36-2933-1x> or call 972-542-3000.

These mailboxes will also have to be painted the Rustoleum Satin Hunter Green.

To repair mailbox door latch. <https://www.homedepot.com/p/Everbilt-Double-Roller-Catch-with-Spear-Zinc-Plated-1-Pack-9235976/303007532>. This part is only .98.

Q. Has the HOA considered community mailboxes to help prevent/deter mail theft?

A. Yes, the HOA reviewed this suggestion at the May 2010 meeting. After review, it was determined that the DCCR's do not allow community mailboxes. However, homeowners may wish to consider renting a post office box or installing a mailbox locking insert. For an example visit:

<http://www.mailboxesresidential.com/store/myProducts.cfm?parentcategoryid=69%7CKeystone%20Mailboxes&productID=153&showDetail=1&categoryID=69%7CKeystone%20Mailboxes&vendoridtoDisplay=0&filterFor=&collection=>

Q. How do I get a streetlight fixed?

A. Go to <https://www.oncorstreetlight.com/> or call 1-888-313-4747. Provide the city and approximate street address when you call. The online option will allow you to see a map and choose the exact street light.

Q. How do I get Board Meeting minutes?

A. Minutes of Board and Annual Meetings (pdf format) are available to download under "Community Documents" on our website. Or, you can contact the HOA Administrator, at 972-261-9841, HomesteadatCarrollton@gmail.com.

Q. May any resident attend a board meeting?

A. Yes, board meetings are held at 7 p.m. in the clubhouse or via Zoom on dates announced by email to residents. If you are not receiving these emails, contact the HOA Admin at the contact information above.

Q. Can I present a comment or issue at an HOA Board meeting?

A. Homeowners are welcome to attend and comment on agenda items; however, to bring up an unrelated topic to the Board, you must be added to the agenda prior to the meeting. Please contact one of the board members or the HOA Administrator to have your concern added to the agenda.

Q. Who manages the Homestead email Discuss List and how do I join?

A. The Discuss List is a very popular tool to communicate with the neighborhood by email, and has been owned and managed independently of the Homestead Homeowners Association (HOA) by Rusty Nejd. The Discuss List is a separate from the one used to send mass email announcements and news by the HOA Administrator. Visit this link to register for the list: <http://lists.geekthink.com/mailman/listinfo/hsdiscuss>.

Q. How do I get a pool card?

To request a pool card, you will want to go to our website:

<http://www.homesteadatcarrollton.com/>

First Service Residential is handling all pool card requests. Your request for pool cards should be sent to Reservations.Texas@FSResidential.com. You will need to send a signed copy of the Amenity Access Agreement that you can find in the Document section.

Q. What if I have lost my pool card?

A To request a pool card, you will want to go to our website:

There is a replacement fee of \$25 per card. Your request for pool cards should be sent to Reservations.Texas@FSResidential.com. You will need to send a signed copy of the Amenity Access Agreement that you can find in the Document section.

Q. When does the pool open and close?

A. The pool is open year-round. In May there is a kick off to summer party. January 1 is a Polar Bear Plunge. Pool hours are from 6:00 a.m. to 10:00 p.m. Note: The restrooms are unlocked during pool hours only.

Q. How do I rent the clubhouse?

A. Forms and information can be found under *Documents/Clubhouse and Pool* on the community website or contact the HOA Administrator. The clubhouse is available for rental only for residents that are up-to-date on all dues and fines.

Have questions we haven't addressed above? Contact our HOA Administrator at 972-261-9841 or HomesteadatCarrollton@gmail.com.

The Homestead at Carrollton Homeowners Association

Summary of Documents

*Summary of the provisions and requirements of the Bylaws;
Declaration of Covenants, Conditions and Restrictions;
Pattern Book (architectural requirements); and Amendments
July 2011*

Disclaimer: You should **consult an attorney** to review the original documents if you have questions. This summary may be unreliable and have errors or misinterpretations. This document is **NOT** a legal document and in no way changes anything contained in the original documents. This summary does not cover everything; it is only an attempt to summarize certain items that historically have been asked about most frequently. This summary also contains commentary about current practices that have been adapted by the Board (as of the date this was drafted) which may not apply in the future. Furthermore, it should also be noted that certain State or Federal Laws may take priority over the provision of the Association's documents.

Summary

The purpose of the various documents of the Association is to preserve and maintain the quality and peaceful enjoyment of The Homestead community, including all common areas. By maintaining standards, it is anticipated that all homeowners will enjoy the benefits of a quality community and higher property values. The Association has a Board of Directors who is responsible for enforcing the requirements of the Association's various documents.

- The members of the Board of Directors are elected by the homeowners.
- The Board of Directors, in turn, hires various agents to assist with operating the affairs of the Association. These agents include a Property Management Company, an on-site administrator, and various service vendors.
- There are also various volunteer committees who assist with the operation of the Association's business; such as the Architectural Control Committee, crime watch, and other social committees. The Board of Directors also establishes various rules for the use of common area amenities, such as the Pool and Clubhouse.
- Assessments (dues) are paid quarterly by all homeowners. These dues pay for the operating costs of the Association, including such costs as administration, landscaping, common area maintenance, and operation of the community club house and pool.
- The primary responsibilities of the Board include collection of assessments, preservation and maintenance of common areas, and enforcement of standards.
- For some homes (primarily the Cambridge Homes on Morning Glory), the Association maintains the front and side lawns (for which residents in these homes pay higher dues).
- There are various architectural and maintenance standards for The Homestead community. The Association's documents include provisions that enable the Board to take legal actions, levy fines, and take other actions to enforce the standards of the community.

- No change of any kind can be made to the exterior of a home without first obtaining approval from the Architectural Control Committee. This approval process protects the homeowner from inadvertently making improvements or changes that are in violation of the standards, which would subsequently be required to be removed or changed.

Bylaws

Voting

- Each homeowner is a member of the Association, and therefore has one vote. There is one vote per home. Multiple owners of one home only get one vote and they must decide how to vote.
- Someone who owns more than one home gets one vote per home owned.
- If homeowners are not current on their assessments (dues) they are ineligible to vote.
- If a homeowner is otherwise in violation of the rules and regulations of the HOA, voting rights may be suspended by the Board for 60 days.

Annual Meetings (per the First Amendment to the Bylaws)

- Notice of any meeting must be mailed to all Association members at least 10 days prior to a meeting, but not more than 50 days before a meeting.
- To achieve Quorum, eligible members must either be present or represented via a proxy. Members can vote in person or by proxy.
- For the first meeting a number equal to 30% of all eligible Association members must be present (or have issued proxies) to achieve quorum. If 30% is not achieved, then a second meeting may be held within 60 days, and only 15% of all Association members is required to achieve quorum.
- The Bylaws or the Articles of Incorporation may be changed with a vote of 60% of all eligible Association members.
- Annual meetings shall occur by March 30 of each year.
- These meetings include a summary report from the Board, budget information, election of officers and other information of interest to homeowners. The date time and place for these meetings shall be determined and communicated by the Board.
- Special meetings can be called by the President, the Board, or by a written request from 60% of the members.
- These meetings shall be held annually at a location in the State of Texas, at a time and place as determined by resolution of the Board.
- Notice of the agenda and place of meeting shall be delivered to the Board Members not less than four days prior to the meeting. Historically, annual meetings have been held in the Homestead Elementary School cafeteria.
- Special Meetings shall be held when called by written notice signed by the President or by two directors other than the president.

Board Elections

- Directors are elected during an Association annual meeting by majority vote of eligible members.

- Five elected directors make up the Board, and each director serves a two-year term. The director's terms are staggered so that three directors are up for election in one year, followed by two directors being up for election in the following year.
- The entire Board or any individual director may be removed from office by a majority vote of members. Any such created vacancies shall then be filled by a majority vote of members.
- If a director dies or resigns, a successor director who will serve for the unexpired term shall be selected by majority vote of the remaining members of the Board.

Board Compensation

- The Association indemnifies the officers and directors (except in the case of fraud, etc.) against all expenses and liabilities which may result as a result of service as a director or officer. The Association may purchase insurance and make other arrangements in connection with this indemnification.
- No director shall receive compensation; however, directors shall be reimbursed for actual expenses incurred in the performance of their duties of office. No loans may be made to any officer or director.

Board Meetings

- The Board can take actions during a board meeting, a telephone meeting or similar communications meeting.
- A majority of the total number of directors (three of five) shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of the directors present at a meeting where quorum is present shall be regarded as the act of the Board.
- All Board meetings shall be open to all Members, but Members other than Directors may not participate in any discussions or deliberations unless expressly authorized by a majority of a quorum of the board. Historically, all homeowners have been encouraged to attend monthly Board meetings, which are held the third Monday of each month at 7:00 p.m. in the clubhouse.
- The Board may, with approval of a majority of a quorum of the board, adjourn a meeting and hold private executive sessions to discuss and vote on personal matters, litigation, or similar confidential issues.
- The Board may take actions without a meeting if all of its members consent in writing to the actions to be taken.

Powers and Duties of the Board of Directors

The affairs of the Association shall be conducted by the Board. The Board will enforce the terms of the provisions and terms of the Association's documents. This includes:

- Expenditure of Association funds
- Employment of legal counsel and accounting services
- Commencement of legal actions
- Enforcement of Association rules, which may include the establishment of a system of fines or penalties and/or to seek legal damages from any homeowner for violations
- Maintaining and managing all common areas, facilities, improvements, landscaping, and all association personal property

- Mortgaging or selling common areas and other property
- Executing certain documents involving tax assessments
- Obtaining utility and other services
- Granting easements
- Maintaining insurance
- Borrowing funds to pay operation costs
- Maintaining bank accounts
- Taking legal actions
- Maintaining a working capital fund
- Making reasonable rules and regulations for common areas
- Delegating its powers and duties to committees, officer or employees,
- Employing a manager
- Keeping a record of all acts and corporate affairs (i.e., meeting minutes)
- Electing officers of the association, filling vacancies on the board, and having other powers necessary for the operation and management of the association and common areas

Board Officers

- The Board has a President, Secretary, and Treasurer.
- The election of officers by the Board shall take place at the first meeting of the Board following each annual meeting of the Members.
- Officers shall serve for one-year terms.
- Each Officer has specific duties that are detailed in the Association's documents.
- The documents include requirements involving maintaining books and records, rights to levy and collect assessments (dues), indemnification, and insurance.



Declaration of Covenants, Conditions and Restrictions (DCCRs)

Single Families

- Lots may be developed only for single-family residential purposes.
- Buildings on each lot must be detached, no more than two stories, and have a private garage.
- Each residence may be occupied by only one family consisting of persons related by blood, adoption or marriage or no more than two unrelated persons living as a single housekeeping unit; together with any household servants.

Uses specifically prohibited

- No temporary dwelling, shop, trailer or mobile home of any kind.
- No improvements of a temporary character except children's playhouse, dog houses, greenhouses, gazebos, and buildings for storage of lawn maintenance equipment (any of which may be placed on a lot only in places which are not visible from any street).
- No boat, marine craft, hovercraft, aircraft, recreation vehicle, pickup camper, travel trailer, motor home, camper body, or similar vehicle or equipment may be parked for storage in

the driveway or front yard or parked on any public street. These types of vehicle or equipment can be parked in the side or rear yard but only if completely concealed from public view.

- Trucks with tonnage in excess of one ton and any vehicle with painted advertisement shall not be permitted to park overnight.
- No vehicle of any size that transports inflammatory or explosive cargo or hazardous material may be kept on the property at any time.
- Other prohibited items include such things as no inoperative cars, no oil or gas drilling equipment, no livestock or poultry, no animal breeding, no dumping of rubbish.
- *Please consult the original documents for a complete list of prohibited items.*

Pets

- Dogs, cats or other household pets may be kept for the purpose of providing companionship but no more than four pets are allowed per house.
- Pets should be restricted from excessive noise that disturbs neighbors, should always be on a leash if outside the fence and have its fecal matter picked up on walks in the neighborhood.

Other prohibitions

- No individual water supply and no individual sewer or septic tanks are allowed.
- No air-conditioning apparatus shall be installed on the ground or in the window in front of a residence.
- One antenna may be attached to the roof not to extend more than five feet over roof.
- A satellite disc or similar may be placed in the backyard so long as it is completely screened from view.
- No activity shall be conducted which is not related to single-family purposes.
- No noxious or offensive activity, nor anything that may become an annoyance or nuisance to the neighborhood is allowed.
- Inoffensive activities such as tutoring or giving art lessons are allowed so long as such activities are in compliance with the law and do not materially increase the number of cars parked on the street or interfere with neighbors use and enjoyment of their homes and yards.
- Corner lots cannot have anything that obstructs the line of sight 25 feet from the intersection.
- Nothing should interfere with utility easements or change the direction of flow within drainage channels.
- The general grading, slope and drainage of a lot cannot be altered without prior approval from the City of Carrollton and other appropriate agencies.
- No signs are allowed except one professional sign not more than thirty-two square inches in size advertising the property for rent or sale.
- No drying of clothes in full public view.
- Except within fireplaces and outdoor cooking, no burning of anything is allowed.
- Fences and walls must be constructed of masonry, brick, metal, wood or other material that is approved by the Architectural Control Committee. Fences and walls cannot extend nearer to any street than the front of any residence. However side yard fencing on corner

lots must run parallel to the curb and not extend beyond six feet behind the front of the residence on that side. Fences cannot exceed six feet in height. The portion of the fence that faces any public street must be smooth (posts and rails must be inside). Please see the documents for other fence requirements.

- Mailboxes shall be standardized and shall be constructed of a material and design approved by the Architectural Control Committee.

Architectural Control Committee

- The Architectural Control Committee promotes and ensures design standards, quality, harmony and conformity throughout the community. The Committee is appointed by the Board and comprises three individuals who are generally familiar with the design standards of the community.
- Nothing exterior shall be done to a home without the prior approval of the Architectural Control Committee. This includes landscaping, fences, walls, painting, pool construction, housing additions, roof, windows, etc.
- Any changes or replacement or additions to anything exterior that is part of the house or yard must receive advance approval.
- The standards are documented in the **“Pattern Book”** (more information provided below).
- To find the procedure required for requesting approval from the Architectural Control Committee, check the documents, the community website or bi-monthly newsletter. In addition, the Board or other designated representative (Administrator or Management Company) can direct you to information about the procedure.
- Requests for approval must include completion of the request form and plans and specifications that show the nature, type, shape, color, height, materials and location of all landscaping and improvements. In some cases it may be required to submit samples of proposed construction materials.
- Requests must be submitted in accordance with the established procedure, and approval will be granted via written notification. In no event is verbal approval allowed.
- Requests are generally approved or denied in less than 30 days.

Assessments (HOA Dues)

- On closing, each homeowner agrees to pay the Association’s annual assessments (dues) and special assessments.
- All assessments, together with interest, costs and reasonable attorney fees (in the event they are not paid on time), shall be a continuing lien upon the homeowner’s property, and shall also be the personal obligation of the person who was the owner of the lot at the time the assessment came due. This personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed.
- The Board sets the level of assessments and can increase the assessments by as much as 25% each year. The Board may provide that assessments be paid monthly, quarterly, semiannually or annually (currently dues are quarterly). Written notice of a change in the amount of the annual assessment shall be sent to every homeowner.
- The Association shall use the proceeds from assessments (HOA dues) to pay for the cost to operate and maintain the common areas and property of the Association, conduct the

business of the Association, and fund a “Reserve Fund” to meet future capital improvement needs of the Association as determined necessary by the Board.

- If needed (if the “Reserve Fund” proves inadequate), the Association may also levy a “Special Assessment” in any calendar year if approved by two-thirds of the homeowners who are voting at a meeting duly called for this purpose. To achieve quorum at this “Special Assessment” meeting, 60% of eligible Members must be present or represented via proxy. If quorum is not achieved, subsequent meetings may be held with the quorum requirement being reduced by one-half for each subsequent meeting.
- Any assessment (HOA Dues) not paid within 30 days after the due date shall bear interest from the due date at the rate of 10% per annum. The Association may bring legal action to collect including actions to foreclose against the homeowner’s home.
- If the Association fails to perform the required duties, the City of Carrollton may do so after providing due notice. In such a case, the City of Carrollton can remove the landscape systems, features or elements that cease to be maintained and perform the responsibilities of the Association. The City can assess the Association for all costs incurred by the City.

Common Areas

- Every homeowner has a non-exclusive right to enjoy the community’s Common Areas and facilities.
- Any homeowner can delegate these rights to the members of his family or to renters who reside in the home.

Lot Maintenance

- Each homeowner must establish and maintain grass front and side yards. These shall be maintained in a sanitary and attractive manner including; edging the street curbs that run along the property line and mowing grass and weeds at regular intervals so as to maintain the property in a neat and attractive manner.
- No vegetables shall be grown in any yard that faces a street. Weeds or grass shall not be permitted to grow in height over 6 inches.
- No foundation planting, shrub or other vegetation near the house shall be allowed to grow above the bottom of any window.
- If the homeowner fails to maintain their lot, the Board (or its agents) may have the grass, weeds and vegetation cut and the homeowner shall be obligated to reimburse the Association for the cost.

Improvements Maintenance

- Each homeowner shall maintain the exterior of all buildings, fences, walls, and other improvements in good condition. This includes:
- Repair and replace worn and rotten parts.
- Regularly repaint all painted surfaces.
- Not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate in an unattractive manner.

Other Authorities

If other authorities, such as the City of Carrollton, impose more demanding, expensive or restrictive maintenance, then its requirements must be met.

Tree Requirements

- As stated in the Second Amendment to the DCCRs, the Architectural Control Committee is authorized to promulgate guidelines and requirements for planting trees between the street and sidewalks. Such guidelines may include requirements concerning:
 - The type, size and spacing requirements between trees, and other such standards.
 - The number of trees: most homes are required to have one street tree (estate lots require two or more), and one alley tree.
 - The location for planting the tree is per a master plan.
 - The tree planted must be of a particular type and minimum size.
 - The Architectural Control Committee can assist you with understanding this requirement.

Assessment Collection Policy

- The Association will pursue collection of all assessments including taking legal actions if necessary. Homeowners are personally liable for the payment of assessments.
- As mentioned earlier, assessments (dues) are due the first day of the month in January, April, July and October of each year. The due date for special assessments shall be set by the Board (but not less than 30 days after the homeowner is invoiced). Any assessment not paid within 30 days of the due date (10 days for special assessments) is delinquent.
- If an assessment becomes delinquent, a second notice (“Reminder Notice”) will be sent via U.S. mail that will include the unpaid assessment owed, collection fees, and any interest charges.
- If an assessment has not been paid within 60 days following the due date, the Association will send a notice, via certified mail, return receipt requested, and via first-class U.S. mail, and will at a minimum include the following information:
 - The unpaid assessments, interest, and collection costs claimed to be owing
 - A statement that if either the delinquency is not paid off in full within 30 days, or if the Owner does not dispute in writing the amounts due within 30 days, the delinquency will be assumed valid and will be referred to legal counsel for collection; including the possibility of foreclosure, and that once referred for collection, all attorney fees and related costs will be charged to the homeowner.
 - A statement that the homeowner’s voting rights and rights to use the common areas will be suspended.
 - Such other information required per statutes, if any.
- If any assessment becomes delinquent, 10% interest will be charged from the due date on the entire balance owed. There are other handling charges and returned check charges.
- Amounts paid will be applied in a specific order, with interest, fees and costs being paid first (see original documents for details).
- The homeowner is responsible to notifying the Association if their mailing address for any notice is different from the physical home address.

- Collection efforts may include such things as: legal actions, demand letters, title search, notice of lien, judicial foreclosure, personal judgments, verification of indebtedness or compromise of obligations, and, in addition, the Association may notify credit bureaus.

Violations and Fining Policy

- Any condition, use, activity or improvement which does not comply with the various documents of the Association or the rules and regulations of the Association, shall constitute a “violation.”
- The existence of a violation will be verified by a field observation conducted by the Board or its delegate. A delegate may include the management company, an officer or member of the Board, a member of the Architectural Control Committee, or a member of any other committee established by the Board for this purpose.
- **Notice of violation** will be sent to the homeowner by U.S. mail, or personal delivery and certified mail, return receipt requested. If the alleged violator was given notice and an opportunity to cure a similar violation within the previous six months, the Board may impose sanctions without notice to the homeowner, other than the *Final Notice of Violation*.
- **Final Notice of Violation** will be sent to the homeowner by U.S. mail and by certified mail, return receipt requested when the violation has not been corrected within the time period specified in the Notice of Violation. This Final Notice of Violation will explain the sanction and fine that will be imposed.
- **Request for a hearing:** The homeowner may request that the Board hold a hearing, which will be done during the executive session of the Board. Other rules about hearings can be found in the original documents. The Board may, but is not obligated to, suspend or waive the right to sanction.
- **Violation Correction:** Where the homeowner corrects or eliminates the violation prior to the imposition of any sanction, no further action will be taken (except for the collection on any monies for which the homeowner may become liable under the enforcement policy). If a homeowner wants a written notice of correction or elimination of the violation, they may request it from the Board and will obtain it upon payment of a fee, the amount of the fee to be set by the Board.
- **Corrective Actions:** The Board may take corrective actions to cause a violation to be corrected. The Board must give the homeowner prior written notice. The costs for correcting a violation will be recovered from the homeowner. The Association and its agents and contractors will not be liable for trespass or any damages or costs alleged by virtue of actions taken to correct a violation.
- **Legal Counsel:** Where a violation exists, the Board may refer the violation to legal counsel for appropriate action at any time.
- **Fines:** The Board may adopt and amend, from time to time, a schedule of fines applicable to violations, including a progression of fines for repeat offenders. Currently the fine for violations is \$10 per day (after a series of notices of violation have been issued).
- **Transfer Title:** Where a homeowner transfers title of a home while any enforcement policy procedure is in place, such homeowner shall remain personally liable for all costs and fines. As soon as practical, after notice that title has been transferred, the Board may begin enforcement proceedings against the new owner. The new homeowner shall be personally

liable for all costs and fines which are the result of the new homeowner's failure and/or refusal to correct or eliminate the violation.

- **Cost Liability:** A homeowner may correct or eliminate a violation at any time. Upon verification and written report to the Board that the violation has been corrected, the violation will be deemed to no longer exist; however, the homeowner will remain liable for all costs and fines.



Pattern Book

The following are some (not all) of the requirements and restrictions of the Architectural Control Pattern Book. The Pattern Book has a lot of details and should be reviewed. Anything not in compliance with the Pattern Book is a violation. Generally, the goals of the Pattern Book include having uniform standards throughout the neighborhood. Following are only some of the most common issues:

Fences

The goal of the community includes having an open neighborly feel. For this reason, high privacy fences that are common in other developments are not allowed.

- The maximum height for any fence is 6 foot. For corner lots, the maximum height for fences along the street is 4 foot, but an additional 2 foot of lattice or other open structure may be permitted.
- The quality of fences must be high.
- There are various minimum standards including the requirement that the fences have a top rail or other dressing, that the "smooth" flat side must face out (rails and posts are to be on the interior), fences must be straight and cannot have missing boards.
- Fence color must be uniform (faded color from age is not allowed; fences must be periodically stained or painted to ensure uniform color). There are also requirements about how far toward the front of a house a fence may be built.

Landscaping

All homes when originally developed had an approved landscaping plan. Over time some of the required landscape may have died and, therefore, require replacement. If your front and side flowerbeds have bare spots, chances are you are in violation. Keep these standards in mind.

- Shrubs must be kept trimmed and are not allowed to grow above the bottom of windows.
- Air conditioning units on the side of houses must be screened from view, either with a constructed enclosure or with landscaping.
- Overall landscaping must be maintained. This includes tree maintenance. The City of Carrollton's standards provide for a 7-foot tree clearance over the public sidewalk, and a 12-foot clearance over the street and alleys. The Board has adopted these standards and will enforce them.

Other items

- Homes must be periodically painted as needed. Faded colors or flaking paint is not allowed. Only certain colors are permitted.
- If a new roof is needed, only certain types and color of roof shingles are permitted.
- Windows that are visible from the street must have white cross hatching. Sun Screens are not permitted on these windows.
- Mailboxes must be of a uniform type (two types are allowed depending on which phase your home is located) and color (Rustoleum Hunter Green is the approved paint color).

Disclaimer: You should ***consult an attorney*** to review the original documents if you have questions. This document is ***NOT*** a legal document and in no way changes anything contained in the original documents.

Our Property Management Company is First Service Residential

Contact them at their toll free customer service number 1-877-378-2388.

Resident Advisors usually can answer any resident question within just a few minutes without having to re-route your call or research information to call back later with an answer. They have immediate, electronic access to all neighborhood and owner/resident information and can instantly email lost statements, deed restrictions, annual meeting announcements, and other community information.

Another comprehensive resource for residents is the FSR Connect, <https://homesteadatcarrollton.connectresident.com/>, website, which can also supply most of the information above with a few mouse clicks. Using this website, you will be able to:

- Make a one-time or recurring assessment payment(s) with a credit card (see below) Standard processing in 2-3 business days, so to make payments on a timely basis, remember that business days are Monday through Friday excluding weekends and holidays.
- Set up an automatic bank draft to make assessment payments.
- Check the status of previous payments -including the date, amount and type of payment
- Change your mailing address, phone numbers and other contact information
- Communicate with us anytime using our convenient online contact email feature
- View a history of relevant correspondence including various notices and documents
- Report deed restriction violations directly into the system for review
- Get HOA forms for ACC requests, pool card access, volunteering, etc.
- Have access to The Homestead's Welcome Packet.
- View a complete directory of listed residents in your association
- View the contact information of your Board of Directors

If you would like to pay your dues online by credit card:

Visit www.ClickPay.com/FirstService, click Register, and then create your online profile. Need help? Visit www.ClickPay.com/GetHelp or call 1-888-354-0135 (option 1)

Homestead at Carrollton HOA - Annual Home Inspection Form

From the Homestead HOA Board of Directors to Homeowner:

Part of the responsibilities of our Property Management Company is to conduct a brief inspection of every home in our community on an annual basis.

This is your inspection. There is no need to contact anyone. This is not a violation notice. If there are any immediate issues you will receive a separate formal violation notice.

This is an effort to make everyone aware of the requirements of our HOA community and to provide advance feedback on how others may perceive your compliance. We have asked the Property Management Company to conduct these inspections to bring items of concern to the attention of Homeowners as a courtesy so that you will have plenty of time to plan ahead for this work.

The goal of these annual inspections include:

- 1). To ensure we identify violations and work with the homeowner to correct them.
- 2). To educate and remind homeowners about our community standards.
- 3). If there are any issues, that they may be addressed prior to them becoming serious; and to allow homeowners adequate time to plan.

As our neighborhood ages we must all be vigilant that standards are maintained so that everyone's property value is preserved and maximized. Thank you in advance for your understanding of this process. If you have any questions or concerns please contact our Resident Services Manager: 972-261-9841 HomesteadatCarrollton@gmail.com or feel free to visit with the Board of Directors during a scheduled BOD meeting.

Property Address:

Date :

Inspection by :

KEY

Score: 0 = n/a or no issues today 1 = Please take a look, may need attention within a year or so 2 = This requires attention or a formal citation may result within the year 3 = Immediate Action. Please fix or a formal violation MAY be issued within 90 days or sooner. Help us reduce paperwork and costs by correcting prior to a formal violation needing to be issued.

	Item	Key Score			
		No Issue	Take a look	Need to Plan	Immediate Action
	<u>Front Yard</u>				
1	Mail Box - need paint / repair	0	1	2	3
	Side Walk - A vertical displacement exceeds 1"-1/2" - A crack that exceeds 1" in width. Contact City of Carrollton requesting repair or apply for 90/10 Sidewalk Grant Program	0	1	2	3
2	Side Walk - mud on sidewalk, and/or a plumbing pipe obstruction	0	1	2	3
3	Street Tree missing or mutilated	0	1	2	3
4	Trees trimmed: 12' clearance over street, 7' for sidewalk clear	0	1	2	3
5	Sidewalk trip hazard	0	1	2	3
6	Landscape Issues (dead plants)	0	1	2	3
7	Shrubs not properly trimmed (obstructs window)	0	1	2	3
8	Windows not OK (sunscreen, missing correct white grilles)	0	1	2	3
9	Need painting - door, window, trim	0	1	2	3
10	Need painting - House overall	0	1	2	3
11	A/C units not properly concealed by shrubs or wood	0	1	2	3
12	Retaining Walls need repair	0	1	2	3
	<u>Back Yard / Sides</u>				
13	Alley Tree missing	0	1	2	3
14	Trees not trimmed: 12' clearance over alley	0	1	2	3
15	RV / Boats / Junk / Other stored where visible	0	1	2	3
16	Unapproved Structures (visible sheds / other)	0	1	2	3
17	Overall Landscape / Lawn: 6 inches or taller	0	1	2	3
18	Fence Condition: Stain	0	1	2	3
19	Fence Condition: Repair/Replace	0	1	2	3

20 **Any exterior repairs, installs, and/or upgrades requires an approved ACC request (visit www.HomesteadatCarrollton.com for a form):**

Other Comments:

The Homestead at Carrollton Homeowners Association, Inc.
POOL CARD USE AND ACKNOWLEDGEMENT OF RISK

Please read and complete the form below to receive your pool access card. Send the completed form to Reservations.Texas@FSResidential.com

As a member in good standing of The Homestead at Carrollton Homeowners Association, I understand I am entitled to full use of community pool and clubhouse. Management reserves the right to discontinue my use if my account is not in good standing or if I am subject to a disciplinary pool card deactivation.

I agree to adhere to and cooperate with pool rules and HOA and Property Management staff. I agree to be responsible for the behavior of my guests and liable for any damage caused by me, members of my family and household, and any guests authorized by me to use The Homestead at Carrollton pool. All guests shall be accompanied by a resident at all times. No person under the age of 13 will be permitted in the pool area without a parent or guardian who is at least the age of 18.

*Please initial _____

I understand that my initial cards are issued at no cost. If a replacement card is needed due to it being lost or stolen a \$25.00 charge will be levied. Two cards will be issued per household. Additional cards can be purchased for \$25.00.

*Please initial _____

For replacement cards or extra cards:

By email: Reservations.Texas@FSResidential.com, the \$25 replacement card fee will be added to my account. Or: By Mail after 10/1/2020, the form and \$25 check made out to The Homestead at Carrollton to FirstService Residential, ATTN: Reservations Dept., 14951 N. Dallas Pkwy., Dallas, TX 75254

*Please initial _____

I agree to provide updated contact information to The Homestead at Carrollton Homeowners Association as needed.

Date: _____

Homeowner(s) Name: _____

Home Address: _____

Contact Number: _____ Email Address _____

Signature: _____

OFFICE USE ONLY

Card Number #

Card Number #

Information Entered FSRConnect _____

Homestead at Carrollton Homeowners Association

**Want to get involved in your neighborhood?
We need your help!**

The Board of the Homestead at Carrollton Homeowners Association is very proud of this neighborhood and has always encouraged interaction, discussion and social activities. To preserve and enhance our lifestyle we need your help in all the various committees we have, including Landscape, Clubhouse/Pool, Social, and Architectural Control Committee (ACC).

Please say YES to make your community a wonderful place to live and return this form in one of these ways:

- * Give to a board member
 - * Scan and email to homesteadatcarrollton@gmail.com (HOA Administrator)
 - * Deposit in the Drop Box on the Clubhouse Porch
-

I want to volunteer! My name is (please print) _____.

Choose one or more committees:

____ **Social:** Plan and coordinate volunteers for one or more community events such as the Easter Egg Hunt, Pool Opening Party in May, July 4th parade and picnic and the Fall Festival. Spots are open and always available.

____ **Architectural Control Committee (ACC):** approve or disapprove homeowner changes per the HOA covenants.

____ **Clubhouse/Pool:** Help to unlock and lock clubhouse for events. Report issues to HOA Administrator

Contact Phone: _____.

Email: _____

Address: _____.

My background and/or experience is: _____



THE HOMESTEAD CLUBHOUSE

3917 Windmill

FACILITIES USE AGREEMENT

Beginning January 1, 2023, any resident renting the clubhouse in excess of 4 times per 12 month period is subject to Association approval not less than 30 days in advance.

This Facilities Use Agreement ("Agreement") is made this ____ day of _____, 20__ by and between THE HOMESTEAD AT CARROLLTON PHASE I HOMEOWNERS' ASSOCIATION, INC ("Association") and _____ ("User") regarding usage of the Clubhouse at 3917 Windmill ("Clubhouse").

The Association has no obligation to make the Clubhouse available for use to any individual. The HOA Board reserves the rights to change the rules for use of the Clubhouse at any time. The Use Fee only offsets a portion of the cost to operate the Clubhouse.

User agrees to read this document and "Exhibit A" (attached) before signing this Agreement. Rental is based the availability of Clubhouse Volunteers, and goes to the first person who has delivered to the Clubhouse Committee this signed *Facility Use Agreement* and payments. Contact information is available on the community website (www.homesteadatcarrollton.com). Requesting use of the Clubhouse by phone or email does not reserve your use.

In consideration of the mutual covenants contained herein and for other consideration, the receipt and sufficiency of which are hereby acknowledged, Association and User hereby agree as follows:

- 1) **Use of Clubhouse.** Association hereby grants User the right to exclusive use of the Clubhouse at 3917 Windmill, Carrollton, TX 75007, and the furnishings and equipment therein on (date) _____, 20__ from _____ a.m./p.m. to _____ a.m./p.m.
- 2) **Available to residents only.** Clubhouse rental is available only to member residents of The Homestead who are current on their dues. At least one Homestead resident must be available for all aspects of this event, including preparation and clean-up. The Homestead resident in charge of this event is: _____, at (address) _____.
- 3) **Availability.** The Clubhouse is not available on holidays. The Clubhouse is also typically not available when scheduled for use by the HOA Board or for other community use.
- 4) **Clubhouse Volunteer availability.** Volunteers of the Clubhouse Committee are not available to provide an "inspection" of the facility for a prospective renter. Floor plan and photos are

available on request. Phone calls to any volunteers should be at reasonable hours (between 9 a.m. and 8 p.m.).

- 5) **“As-is” condition.** Use of the Clubhouse is strictly on a “as-is” condition basis. If there are any needs for repairs or alterations, these can be brought to the attention of the HOA Board for appropriate action in the due course of business. Fast and immediate repairs or changes of any kind will not automatically be made.
 - 6) **Maximum event guests allowed.** The Clubhouse holds a maximum of **35 people**, and this limit may not be exceeded. Any event that would include over 35 people is not appropriate for Clubhouse use. This event will include approximately _____ guests.
 - 7) **Pool Use.** Renters who wish to utilize the pool must follow posted rules which allows up to **5 guests** per homeowner. Regular pool hours are 6 a.m. to 10 p.m. The grill and recreation area are also available; however, all common areas remain open to all residents. The pool will _____/ will not _____ be used during this event (mark which applies).
 - 8) **Kitchen.** The kitchen is available for renters and they are responsible for its use, safety and clean-up.
 - 9) **Function.** User agrees that the Clubhouse shall be used for the purpose of (please be specific, e.g., birthday party, wedding reception): _____.
 - 10) **Access for wheelchairs.** User will inform the Pool/Clubhouse Committee or HOA Administrator if wheelchair access is required during the event. Wheelchair access is _____/is not _____ needed during this event (mark which is applicable).
 - 11) **No rental furniture.** There will be no arrangements made for rental furniture, however homeowners can bring extra chairs if necessary, as long as they are removed immediately following the event. The clubhouse is fully furnished. None of the furniture in the clubhouse is to be removed from the clubhouse, even temporarily.
 - 12) **Other personnel.** Renters are responsible for any extra personnel coming into the clubhouse, e.g., caterers, entertainers or decorators.
- NOTE: A POOL/CLUBHOUSE COMMITTEE MEMBER WILL BE AVAILABLE TO UNLOCK THE CLUBHOUSE AND RESTROOMS BEFORE THE EVENT; HOWEVER, COMMITTEE MEMBERS WILL NOT BE AVAILABLE TO HELP WITH THIS EVENT AT ANY OTHER TIME.**
- 13) **Outside Rentals.** Additional outside rentals will be used. Description of equipment _____ . If renting outside equipment, i.e. a bounce house, include a copy of the company's insurance for HOA records.

- 14) **Rental fee is \$50.00 for the first four hours (This is subject to change) and \$10 for each subsequent hour. Party decorations and other trash in the clubhouse or pool area should be removed by the renter prior to leaving the clubhouse. Excessive disorder may call for an extra cleaning fee being charged to the renter after the event at the prerogative of the HOA Board's representative. See exhibit "A." The rental fee must be paid by check in advance as outlined on the Agreement. Rental is not secured until both checks have been received.**
- 15) **Use Fee: When submitting your Agreement, it is valid only if accompanied by two separate checks made payable to Homestead at Carrollton HOA, Inc. at least five days before the event.** The Agreement and checks should be deposited into the locked drop box located on the Clubhouse porch, on the West wall, to the left of the front door.
- 16) One check must be for \$150 (Deposit for Cleaning Fee). The other is for the amount due for the period of time the Clubhouse will be used. If the Clubhouse is returned in acceptable condition (in the sole judgment of the Volunteer, See Clean Up checklist) the Cleaning check will be destroyed, unless the renter specifies that they will pick it up and make advance arrangements to do so. The other check for use fee will be sent to the management company. Once you have dropped off your agreement and checks, please contact the HOA Administrator at 972-261-9841 or homesteadatcarrollton@gmail.com to advise you have deposited these documents.
- 17) **Insufficient funds:** Collection for any bounced checks will be turned over to the management company, who will add unpaid amounts to the Homeowner's account and accrue interest and fees in accordance with the terms of the Association's documents. Volunteers will not become involved with collections.
- 18) **Forfeiture of Deposit and Other Charges.** User agrees that the Association shall be entitled to retain the Deposit in the event of any breach of this Agreement or any violation of the Association's rules and regulations by User or User's guests or invitees. The Association shall also be entitled to apply the Deposit to the cost of repairing any damage to the Clubhouse or its contents, the cost of replacing any missing or destroyed items, and the cost of any cleanup required after the Function if User fails adequately to perform its responsibilities for clean up as set forth in this Agreement and the Association's rules and regulations.

In addition, the Association shall be entitled to charge a reasonable administrative fee for arranging and supervising such cleaning, repair or replacement. In the event that the Deposit is inadequate to cover such costs, User shall reimburse the Association for any excess costs immediately upon receipt of notice of the amount due. All such costs in excess of the Deposit and all other amounts due from User to the Association under this Agreement shall be an assessment against User and User's property in The Homestead and shall constitute a lien on such property which may be collected in the same manner as provided for collection of other assessments under the Declaration of Covenant, Conditions and Restrictions for The Homestead at Carrollton ("Declaration") and the Bylaws of The Homestead at Carrollton Phase I Homeowners' Association, Inc. ("Bylaws").

Any portion of the Deposit which is not retained or applied by the Association as provided in this paragraph shall be refunded to User within 15 days after the rental along with a written explanation of the reasons for forfeiture of any portion of the Deposit and the amount forfeited

- 18) **Clean-up.** User shall be responsible for leaving the Clubhouse in a neat, clean condition (sweeping and mopping) and for removing all trash and debris from the clubhouse and surrounding common area grounds generated by User's use of the Clubhouse immediately after the completion of the function, in accordance with the association's rules and regulations.
- 19) **Emergency.** In the event of an emergency such as a fire or other situation involving threat of life or property, User shall first contact 911 and then shall use reasonable efforts to contact Association's management company or HOA Administrator at 972-261-9841. **An Emergency Phone with a direct connection to 911 is located outside the pool gate on the porch**
- 20) **Cancellation.** User may cancel this Agreement by written notice to the Association delivered to the Clubhouse Committee Chairperson or HOA Administrator at least 24 hours prior to the Function. If written notice of cancellation is received at least one week prior to the time reserved, User shall also be entitled to a refund of the Deposit paid. If written notice of cancellation is received less than 24 hours prior to the time reserved, the Association shall have the right to retain the Deposit in consideration for reserving the Clubhouse for User and foregoing the opportunity to extend use rights to other members.
- 21) **Release and Indemnification.** **User assumes all responsibilities, risks, liabilities and hazards incidental to the holding of the Function at the Clubhouse (including but not limited to, the serving of any alcoholic beverages) and, irrespective of any acts or omissions by the Association or its agents, whether negligent, intentional or otherwise, User releases and forever discharges the Association, its officers, directors, employees, agents and members, past and present and future, and agrees to defend, indemnify and hold harmless, from and against any and all losses, expenses, liens, claims, demands and cause of action of every kind and character (including those of the permittee, agent's licensees, and invitees of User) for death, personal injury, property damage or any other liability damages fines or penalties, including costs, attorney's fees and settlements, resulting from any act performed by, or omission on the part of, User, its employees, invitees, permittee, agents or licensees, arising out of or in connection with User's use of the Clubhouse.**
- 22) **Right to Terminate Use.** Association shall have the right and option to enter the Clubhouse, terminate use of the Clubhouse and require User, User's guests and invitees to leave the Clubhouse immediately, should the Association's agent determine, in his or her sole judgment, that the conduct of any person using the Clubhouse:
 - a. Endangers the health or safety of any person ,
 - b. Constitutes a threat to any property, or
 - c. Violates federal, state or local laws or ordinances governing User's use of the Clubhouse and all rules promulgated by the Association.This includes User or User's guests' disruption of other Homestead residents at the pool.

- 23) **Disputes.** In the event any conflict or dispute arises between Association and User, the prevailing party shall be entitled to its attorneys' fees and costs.
- 24) **Modifications.** No modifications to this Agreement shall be effective unless in writing and executed by both parties. The Board of Directors shall have no obligation to consider any proposed modification to the Agreement unless submitted in writing at least two weeks prior to the date for which use of the Clubhouse has been reserved.
- 25) **Additional Terms.** See Exhibit "A" attached hereto and incorporated herein for any special terms or provisions as to the use of the Clubhouse.
- 26) **Address concerns to HOA Board.** Any Homeowner who has issues or concerns with the conditions for use of the Clubhouse, or Volunteers, should address them to the HOA Board. The HOA Board meetings are announced in advance through resident blast email. Or notify HOA Administrator at 972-261-9841 or homesteadatcarrollton@gmail.com.
- 27) **Application and Acceptance.** This Agreement shall constitute an application by User to use The Homestead Clubhouse and shall become a binding agreement only upon execution of the Agreement by or on behalf of the Association. In the event the Association declines to accept User's application, User shall be so notified and the Deposit submitted by User shall be refunded in full.

ASSOCIATION:

THE HOMESTEAD AT CARROLLTON PHASE I HOMEOWNERS ASSOC, INC.

By: HOA Administrator

USER:

Name *(please print)* _____

Phone: _____ Address: _____

Email: _____



Resident signature _____

Please read Exhibit "A" on next page.

EXHIBIT "A"

CLUBHOUSE FEE SCHEDULE & RENTAL GUIDELINES

FEE SCHEDULE

Fees apply for all non-association sponsored functions. The HOA Board passed a new policy in 2011 stating: Any group comprising primarily/exclusively Homestead Residents, and which has an unlimited (no games with restricted number of participants allowed such as Pokeno or Bunco) open invitation to all Homestead Residents (which includes open invitations in the newsletter and community e-mail discussion lists), may use the community club house free of charge based on availability.

Rental fee is \$50 for the first four hours. This time includes set up and clean up. After the initial four hours, the rate is \$10/ hour. Cleaning deposit is \$150, and is held until after the event. We will either return your check or destroy it if no damages are incurred. Please contact the Clubhouse Committee Chairperson (see contact information below) if you discover any damages from the prior event. You will be held responsible for any damages found that are not previously reported.

PLEASE NOTE: Balloons that get caught in the ceiling fans are difficult and expensive to remove. Should this happen during your event, your cleaning deposit will be sent to the management company. Charges to repair the ceiling fans will be deducted from your deposit and any additional charges will be billed to you per this agreement. You will need to deal with the management company for a refund, if any.

Please make checks payable to: **Homestead at Carrollton HOA, Inc.**

You may put the agreement and checks in the locked Drop Box on the Clubhouse porch with email or phone notification sent to the HOA Administrator at homesteadatcarrollton@gmail.com, 972-261-9841.

RENTAL GUIDELINES

(There may be some repetition from the Facilities Use Agreement.)

1. The clubhouse and restrooms will be unlocked by one of the members of the Clubhouse Committee prior to the event.
2. Upon entering The Clubhouse, please make note of any existing damage and report immediately to the Clubhouse Committee Chairperson.
3. **In the event of an emergency such as a fire or other situation involving threat of life or property, the user shall first contact 911 and then shall use reasonable efforts to contact Association's management company or HOA Administrator at 972-261-9841. An Emergency Phone with a direct connection to 911 is located outside the pool gate on the porch.**
4. During use, all efforts should be made to control energy costs by keeping doors to the Clubhouse closed. Pool gates and Clubhouse doors may NOT be propped open at any time during rental.
5. You are responsible for the removal of all trash from the event in the clubhouse, restrooms and any pool trash containers. Trash bags are provided in the pantry and trash bins are available behind the clubhouse.
6. Renters are expected to clean up after Clubhouse use. All cleaning supplies, vacuum and broom, etc. are in the closets or cabinets in the Clubhouse kitchen.
7. Renters must make sure that lights and fans are turned off before leaving The Clubhouse. Please note that lights on the outside are on automatic timers. Lights in the restrooms are also on timers and users must turn the knobs to provide light.
8. **Use of the clubhouse is limited to the time period of the rental. Set up may not occur before your rental period if it interferes with another rental. The rental time ends at the time indicated on page 1 of the agreement. If at any time you decide you would like to extend the rental time, you may contact the HOA Administrator or Clubhouse Volunteer for approval and instructions. Approval is not guaranteed and an additional rental fee may be required.**
9. **Both clubhouse doors must be locked when the last person leaves. The front door has two locks and the bottom lock on the door handle can be locked and the door closed behind you.**
10. The materials in the kitchen storage closet belong to the social committee of the Homeowner's Association and rental of the clubhouse does not automatically give you access to use those shade tents or other materials. You must contact the Clubhouse Committee Chairperson or HOA Administrator to make arrangements to use those items.

11. The clubhouse has an automatic thermostat. If you change the temperature during your rental period, please be sure you hit "run program" on the thermostat before you leave the clubhouse.
12. None of the furniture in the clubhouse is to be removed from the clubhouse, even temporarily, and rental furniture may not be brought in.
13. **Clubhouse guests must follow all pool rules. Only five guests are allowed in the pool with the resident at a time. Any guest using the pool must be accompanied by an adult resident. Clubhouse renters will be responsible for all actions of and any damage done by clubhouse guests. While you are renting the Clubhouse exclusively for the rental period, there is no exclusive use of the pool, so you will be sharing it with other Homestead residents and their guests. The pool areas and outdoor amenities are to remain open to all Homestead residents during operating hours.**
14. Clubhouse renters shall not block the street in any way or use parking spaces for anything other than vehicle parking.

The Architectural Control Approval Request Form can be found on our website homesteadatcarrollton.com under Documents. The document can be printed, filled out, scanned and emailed to homesteadatcarrollton@gmail.com or filled out online and submitted.



Homestead at Carrollton Homeowners' Association Architectural Control Committee Approval Request Form

Please complete both pages of this form and sign it to provide complete information to the ACC.

DATE: _____

NAME (please print): _____

ADDRESS: _____

PHONE (best contact): _____

EMAIL (required): _____

The Declaration of Covenants, Conditions and Restrictions (the "Deed Restrictions") for the Homestead at Carrollton HOA specifies that all improvements as defined in the Deed Restrictions must be approved in writing by the Architectural Control Committee before the improvement project begins (4.1). To assist in your compliance with this restriction, please complete the following form and submit it with your plans and specifications for the proposed improvement.

The plans and specifications to be so submitted will not be considered complete without all of the following items (unless waived by the Committee).

1. A plot plan or survey showing the location and dimensions (including elevation) of all existing and proposal improvements.
2. Existing and finished grades shall be shown at Lot corners and at corners of proposed improvements. Lot drainage provisions shall be indicated as well as cut-and-fill details, if any appreciable change in the Lot contour in contemplated.
3. The structural design, exterior elevations, exterior materials, colors, textures and shape of all improvement shall be described, along with any diagrams or representations necessary to depict all proposed exterior illumination (including location and method), utility connection and fire protection systems.
4. Current picture of proposed improvement (i.e. house, fence, tree etc.)
5. Estimated time frame for completion of project*: _____

✓ Please do not get a final schedule for construction until this request has been approved and allow 30 days for ACC approval. Construction must begin within 60 days of approval and completed within 90 days of start date.

Approval Requested (check all that apply)

- | | | | |
|---|---|--|--|
| <input type="checkbox"/> Basketball Goal | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Fence(fill out next page) | <input type="checkbox"/> Other (Specify) |
| <input type="checkbox"/> Irrigation System | <input type="checkbox"/> Swimming Pool | <input type="checkbox"/> Deck/Patio | |
| <input type="checkbox"/> Outbuilding/Storage Shed | <input type="checkbox"/> Playscape | <input type="checkbox"/> Landscaping/Trees | |
| <input type="checkbox"/> Exterior Painting/Home Remodel | <input type="checkbox"/> Roof | <input type="checkbox"/> Driveway Extension | |
| <input type="checkbox"/> Retaining Wall | <input type="checkbox"/> Sidewalk/Driveway Repair | <input type="checkbox"/> Windows/Solar Screens | |

DESCRIPTION OF IMPROVEMENT (use additional pages, if necessary. Please fill out appropriate questions on pg. 2

Please fill out information below that applies to your request. This is required for faster approval.

FENCE (Please include diagram showing position of fence relative to streets and house):

Fence may not be higher than 6 feet tall (if you have a retaining wall, measure fence from top of retaining wall) Pickets must face outward, the clean side out, and all post and rails must face inward toward the homeowner's house. Must have detailing cap measuring 2x6 or 2x8" (2 inches high)- can have baseboard 2x6 (6 inches high)

Side yard fences must be setback a minimum 8' from the primary façade.

Corner lots and Estate lots must be setback a minimum of 16' from the front façade. Corner lot wooden fences must have top two feet made of lattice. If using other material, leave two feet open at the top of the 6 foot fence. Refer to Architectural Bulletins: 4.5-6:

Wood Fence Height 4.5-8 Fence Posts

RETAINING WALL/FENCE:

Retaining walls are only permissible for the purpose of leveling your yard and must be constructed of stone or brick or other durable material (horizontal boards are not in compliance). The affixed fence will be measured from the top of the retaining wall and must not exceed six (6) feet in height (Architectural Standard Bulletin 4.5-1 Fences and Retaining Walls) Please provide a plan from your contractor for the wall and fence, including materials to be used.

ATHLETIC EQUIPMENT (include diagram showing location of equipment): make and model of equipment being installed:

WINDOW REPLACEMENT:

Refer to Sept 28, 2020 Architectural Bulletin 4.5-10: Window Grids on homesteadatcarrollton.com for window grids requirement.

SOLAR SCREENS/PANELS:

Solar screens must match the windows they cover and, if applicable, show the same grid work pattern (*Architectural Standard Bulletin 4.5-2 Solar Screens*)

EXTERIOR PAINTING:

Does the color of the new paint match what you currently have? Yes No What shade(s) is this? _____.
If the color(s) is different from your current paint, please provide a plan and paint samples to indicate what the new paint job will look like.

LANDSCAPING AND TREES: Will the new landscaping considerably change the outside look of your house from the front? Yes No. If yes, in what way? . _____

If you are planting a new tree or replacing an old or dead tree, please remember to use one of the approved trees: Bald cypress, Live Oak, Shumard Oak, Cedar Elm or Chinese Pistache, Native Texas Tree (Red Oak, Water Oak, Bur Oak, Chinquapin Oak, Lacebark Elm, Pecan.)

Replacement trees must be of a minimum ten-gallon planter container size.

Refer to *Architectural Bulletin Street and Alley Tree Requirements*.

Include your choice on this form. Which approved tree are you planting? _____

SIDEWALKS: When repairing the sidewalk, it must be kept at 5 feet wide and must be concrete. Pattern Book, pg. 2.

Also refer to City of Carrollton 90/10 Sidewalk Grant Program

TEMPORARY STRUCTURES, OUTBUILDINGS FOR STORAGE SHEDS:

Dimensions of the outbuilding's pad _____

Description of structure/materials _____

***IMPORTANT NOTICE: In addition to Association approvals, City and County requirements must also be met. Please ask the City/County regarding their requirements.**

Fastest method for submission: Scan and email to homesteadatcarrollton@gmail.com or drop in the lock-box on the porch of the clubhouse. This form is available on the HOA website (www.homesteadatcarrollton.com) in both PDF and Word, which can be filled in by the resident and sent in.

- The Architectural Control Committee has 30 days to provide approval on a request or ask for more information.
- Construction must commence within 60 days of approval or approval will be deemed void.

For additional information contact:

HOA Admin, at 972-261-9841 , homesteadatcarrollton@gmail.com or FirstService Residential at 877-378-2388.

• ✓ **PROPERTY OWNER SIGNATURE** _____

Homestead at Carrollton Homeowners' Association
Architectural Control Committee Approval Request Form
Exhibit – list of supporting documents to provide

As part of your request, please provide the following documents:

A). Photo of the “existing condition” – show current paint color and/or area to be changed prior to change being made.

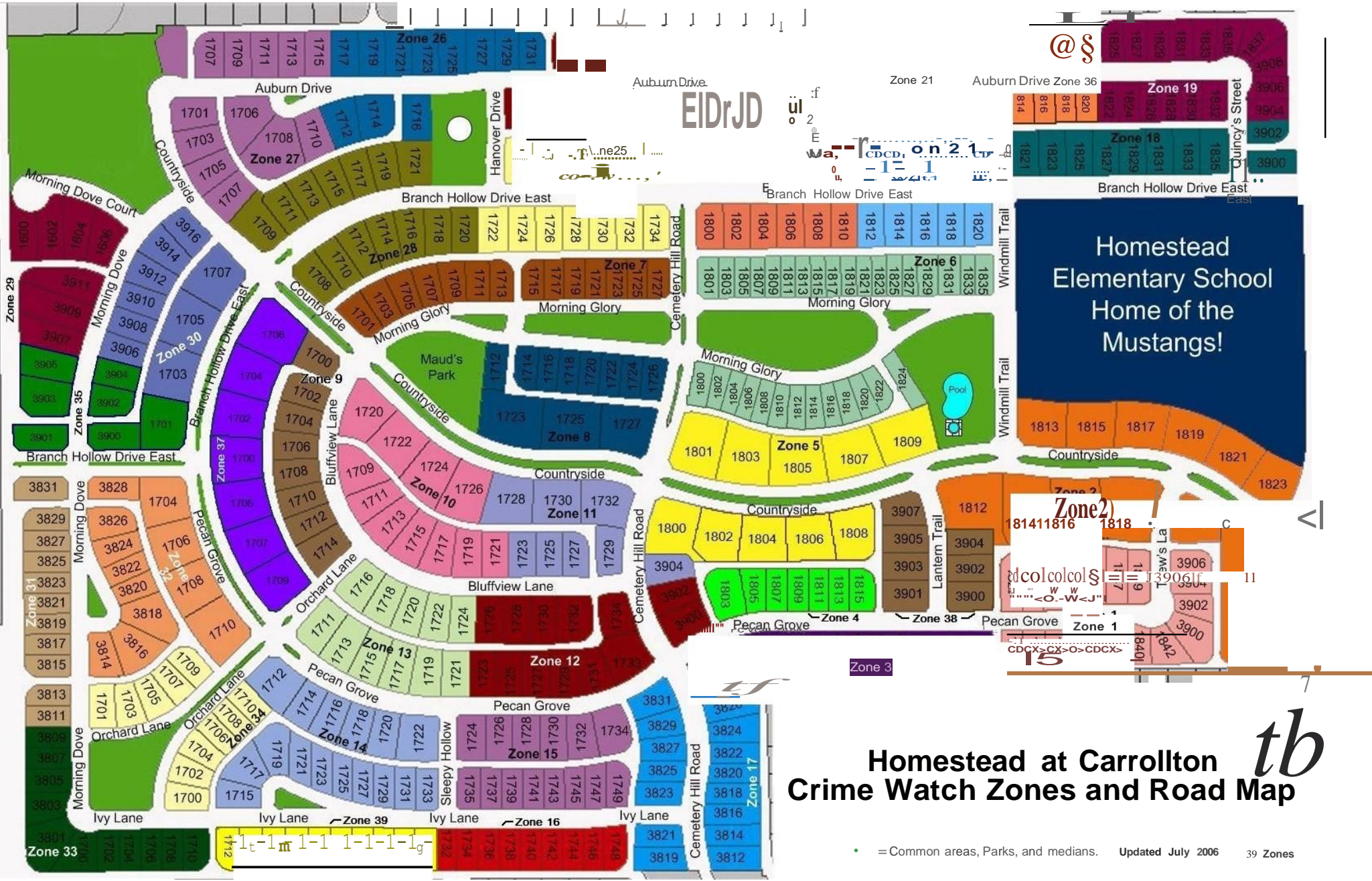
B). Contractor bids (these should detail the material to be used and scope of work).

C). If a fence or other landscape changes are involved:

- Plot map that shows area to be changed (if you have a survey you can draw on a copy of this).
- Plans / Drawings / example photos of what is proposed

D). If you are painting include a paint sample / indication of color to be used.

E). For window replacement, refer to the Architectural Bulletin 4.5-10 Window Grids for grid requirements on windows.



Homestead at Carrollton Crime Watch Zones and Road Map

tb

• = Common areas, Parks, and medians. Updated July 2006 39 Zones

Official Dedicatory Records for The Homestead at Carrollton are provided in separate files as follows and provided on request:

- Homestead HOA Bylaws – 1998; includes
 - Articles of Incorporation (1998)
 - First Amendment to Bylaws – 2006 (Replacing Articles 4.06 re Quorum, Notice and Voting Requirements; Article 5 re Board organization)
- Declaration of Covenants, Conditions and Restrictions – 1998; includes
 - Amendments 1-4 (1999-2001 regarding property ownership and annexation)
 - Assessment Collection Policy (Nov. 2001)
 - Covenant Enforcement and Fining Policy (Nov. 2001)
- Memorandum of a Fining Schedule (Dec. 2010)
- Pattern Book

For these governing documents, see our community website www.homesteadatcarrollton.com under “Documents.”