

**RULES AND REGULATIONS
FOR THE
PUTTEET HILL HOMEOWNERS ASSOCIATION, INC.**

for the
**PUTTEET HILL SUBDIVISION
A Single Family Detached Residential Subdivision
an Addition to Hood County, Texas**

including provisions relating to

PUTTEET HILL HOMEOWNERS ASSOCIATION, INC.
(A Texas Non-Profit Corporation)

These Rules And Regulations (alternatively the "Rules") for the Putteet Hill Phase One Addition, aka "Putteet Hill," a single family, detached residential subdivision, an Addition to the City of Cresson, Hood County, Texas, is made on the day these Rules are executed by Putteet Hill LLC, a Texas Limited Liability Company ("Declarant"), the owner of the single family, detached residential Lots and Common Areas (the "Property") within the subdivision, containing ninety-seven (97) single family, detached residential Lots and Common Areas (the "Property") within the Subdivision, being parts of the N.H. HOOE SURVEY, Abstract No. 281, the W. WILLIAMS SURVEY, Abstract No. 635, the S. STEADMAN SURVEY, Abstract No. 508, the W. WILLIAMS SURVEY, Abstract No. 677, and the W.C. MAGEE SURVEY, Abstract No. 389 situated in Hood County, Texas embracing a portion of the 628-08/100 acres tract described in the deed to Teena Lea Conway recorded in volume 2403, page 125 of the Real Records of Hood County, Texas and all of the 3-07/100 acres tract described in the deed to Billy Joe Putteet and Rose Jean Putteet Living Trust A, Rose Jean Moore Putteet Trustee recorded in volume 2471, page 844 of the said Real Records, known as Phase One of the Putteet Hill Subdivision, an Addition to the City of Cresson, Hood County Texas, comprising 270.760 acres, and being more particularly described by metes and bounds on Exhibit A attached hereto and incorporated by reference herein, according to the Plat recorded on the 30th day of April, 2021 as Slide Number P-800 in the Plat Records of Hood County, Texas, as more particularly described by metes and bounds in Exhibit A attached hereto and incorporated by reference herein, plus any "Additional Land" hereafter added to the subdivision and platted of record in Hood County, Texas, and made subject to the jurisdiction of the Association, and further according to the Putteet Hill Homeowners Association, Inc. (referred to herein as the "Association"), the intended owners of the Common Areas within the subdivision, who shall obtain legal title to ownership of such Common Areas as provided herein. These Rules And Regulations shall be effective on the day this document, and any later amendments hereto, are recorded in the Hood County, Texas Real Property Records by ToMo, LLC ("Declarant").

WITNESSETH:

WHEREAS, the Declarant has devised a general plan for the entire Subdivision as a whole, with specific provisions for particular lots and parcels of the Subdivision. The general plan provides a common scheme of development designed to protect and safeguard the Property over a long period of time; and

WHEREAS, this general plan will benefit the Subdivision in general, the lots and parcels that constitute the Subdivision, the Declarant and each successive owner of an interest in the Subdivision; and

WHEREAS, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant has restricted the Subdivision according to the Declaration of Covenants, Conditions and Restrictions (alternatively the "Declaration" or the "Protective Covenants") for the Putteet Hill Phase One Addition, aka "Putteet Hill," a single family, detached residential Subdivision, an Addition to the City of Cresson, Hood County, Texas, is made on the day the Declaration was executed by Putteet Hill LLC, a Texas Limited Liability Company ("Declarant"), the owner of the single family, detached residential Lots and Common Areas (the "Property") within the subdivision. The Declaration became effective on the day the Declaration was recorded in the Hood County, Texas Real Property Records by Putteet Hill LLC ("Declarant"), and was made in furtherance of this general development plan intended for the benefit of the Declarant and the Lot Owners (aka "Association Members") and their respective successors in ownership of Lots within the Subdivision from time to time; and

A. **WHEREAS**, in accordance with Section 7.3.D and Section 7.4 of the Protective Covenants, which provides:

"7.3 Governing Documents D. Rules & Regulations. The Rules & Regulations address specific situations that affect Owners on a day-to-day basis and may be modified by amendment by the Board of Directors, preferably with input from the Members. The Rules & Regulations must be recorded in the Official Records of Hood County, Texas to be valid and may not be amended to conflict with any of the above Governing Documents. Both the Bylaws and the Declaration specifically authorize the Board to generate or modify Rules and Regulations for the Association, so to the extent these Rules & Regulations conflict with the Declaration's "Architectural Control" or "Construction Specifications and Use Restrictions," these Rules & Regulations shall prevail. These Rules & Regulations must be recorded in the Official Records of Hood County, Texas to be valid.

7.4. Association's Right to Promulgate Rules. The Association, acting through its Board, is granted the right to adopt, amend, repeal, and enforce reasonable **Rules & Regulations as a separate Governing Document**, with penalties for infractions thereof, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Property. **Members, Builders and all parties living in or working on properties in the Putteet Hill Phase One subdivision are required to be aware of and comply with the Rules & Regulations adopted by the Board as part of the Governing Documents of the Association.** In addition to the restrictions contained in this Declaration (Governing Document), each Lot is owned and occupied subject to the right of the Board to establish **Rules & Regulations** (a separate Governing Document), and penalties for infractions thereof, including but not limited to governing such matters as the following:" (followed in the Declaration by a list of these Rules & Regulations).

NOW, THEREFORE, it is declared and resolved that all of the Subdivision shall be held, sold, and conveyed subject to the Rules & Regulations set forth herein, as amended by the Putteet Hill Association's Board of Directors from time to time, as follows:

RESOLVED that, effective on the ____ day of _____, 2021, the Putteet Hill Homeowners Association, Inc. Board of Directors does hereby declare, adopt and impose the Rules & Regulations of Putteet Hill Homeowners Association, Inc., a Texas non-profit corporation, set forth below in these Rules & Regulations; and

FURTHER RESOLVED that these Rules & Regulations shall bind the Subdivision and all Lots and Lot Owners therein, and shall run with the Subdivision and any title or interest therein, or any part thereof, and shall inure to the benefit of each Owner and future Owner thereof, and shall be administered and enforced by the Association's Board or by the Board's designated representative as follows:

INTRODUCTION

PUTTEET HILL CONSTRUCTION & INSTALLATION RULES

Section 1.1 General Restrictions. The use of the Putteet Hill Subdivision Lots and Common Property will be subject to the restrictions set forth in the Protective Covenants adopted of even date herewith and in these Rules & Regulations, as they may be amended by the Putteet Hill Homeowners Association's Board of Directors from time to time.

Section 1.2 Construction Regulation Guidelines. Construction vendors and building contractors and subcontractors shall only be permitted inside the Subdivision for construction related activities; and unless permitted by the Association seasonally or on Sundays, or during different hours of the days at the discretion of the Association, their construction related activities presence shall be restricted on Mondays through Fridays from 7:00 a.m. until 7:00 p.m., on Saturdays from 7:00 a.m. until 5:00 p.m., with no presence generally permitted on Sundays. All Owners and contractors shall comply with construction regulations enacted from time to time by the Association. Such regulations may affect, without limitation, the following: trash and debris removal; sanitary facilities; parking areas and vehicle parking direction; outside storage; restoration of damaged property, conduct and behavior of builders, subcontractors, and Owners' representatives on the Property at any time; the conservation of landscape materials; and fire protection. During any improvements construction on the Property, Owner shall provide a debris fence to keep the debris from going on any adjoining Property or into any waterway.

Erosion control is required. The restrictions set forth herein are imposed on each Lot to insure the control of erosion and siltation by requiring work in accordance with national E.P.A. standards and TCEQ SWPPP requirements, but not less than the use of silt barrier fence on the lower or storm water run-off side of each and every lot during construction as described herein. Natural, undisturbed vegetation areas may be substituted for silt fence area when the vegetation area is a minimum of ten feet (10') in width and a minimum of forty percent (40%) coverage as per E. P.A. standards. Steel posts which support the silt fence shall be installed on a slight angle toward the anticipated runoff source. Posts must be embedded a minimum of one foot (1'). The toe of the silt fence shall be trenched in with a spade or mechanical trencher so that the down slope face of the trench is flat and perpendicular to the line of flow. Silt fence should be securely fastened to each steel support post or to woven wire, which is in turn attached to the steel fence post. There shall be a six inch (6") double overlap, securely fastened where ends of fabric meet. Silt fence shall be removed when the site is stabilized so as not to block or impede storm flow or drainage. Accumulated silt shall be removed when it reaches a depth of six inches (6"). The silt

shall be disposed of in an approved site and in such a manner as to not contribute to additional siltation. Lot Owner and builder are exclusively responsible for engineering and construction of site drainage and finished floor elevation.

Upon formal, written approval by the Association, construction projects or other improvements shall commence within 90 days of the approval date and shall be prosecuted diligently to completion within ten (10) months of commencement unless an extension is granted in writing by the Association. If construction is not underway within the 90-day timeframe, the approval and all waivers will expire and a new approval must be made to the Architectural Committee before construction may commence. If construction is not completed within the required 10-month period, then after notice and hearing as provided in the Bylaws, the Association may impose a fine of \$50 per day on the Owner of the Lot until construction is completed or an extension is granted or the Owner can show to the satisfaction of the Board of Directors that the delay is due to circumstances beyond the Owner's control.

Section 1.3 Electrical and Telephone Service. All electrical and telephone service installation must be placed underground. The provider of electricity to each of the residential Lots and Common Areas in the Putteet Hill subdivision shall be United Cooperative Services, Inc. Telephone and internet service shall be provided to each of the residential Lots and Common Areas in the Putteet Hill subdivision shall be United Cooperative Services.

Section 1.4 Water Wells and Storage Tanks, OSSF Sewer and Underground Utilities. Except for any Owner's private water well storage tanks, or temporary water and sewage facilities and systems which may be installed and used by Declarant or by Builders (and which must comply with the requirements of the City of Cresson and the Hood County Subdivision Ordinances), prior to having access to municipal water and municipal wastewater (sewer) service to dwellings, potable water must be provided by individual water wells with water storage tanks approved by the Architectural Control Committee on the Putteet Hill Phase One Subdivision Lots within the Water Quality District as permitted by the Texas Commission on Environmental Quality (TCEQ), and wastewater (sewer) service must be provided by standard septic or aerobic On-Site Sewer Facilities (OSSF) permitted by the City of Cresson and/or Hood County. No dwelling may be occupied until such systems are available and functional for use by the dwellings in the Putteet Hill Phase One Subdivision.

All temporary water and sewage systems must be removed within 60 days of certification by the City of Cresson and/or Hood County that water service is available from water wells on Lots in the Putteet Hill Phase One Subdivision, and that approved and fully functional OSSF sewer and water systems are available for use by each such dwelling in the Putteet Hill Phase One Subdivision. All dwellings must also be served with electricity provided by United Cooperative Electric Services. All utility lines and equipment, including propane tanks owned by Lot owners, must be located underground or otherwise screened from view from any street and neighboring Lots (as approved by the Architectural Control Committee), except for: (1) elevated or surface lines or equipment required by a public utility or by the City of Cresson or Hood County; (2) elevated or surface lines or equipment installed by Declarant as part of the development plan; (3) propane tanks leased by Lot Owners from propane tank owners who prohibit their tanks to be underground; and (4) surface equipment necessary to maintain, operate, or read underground facilities, such as meters, risers, service pedestals, and transformers. The

Architectural Control Committee may require that utility meters, risers, pedestals, and transformers be visually screened from the street and neighboring Lots.

Section 1.5 O&G Wells and Storage Tanks and Utility Equipment. No well from which oil or gas is to be produced shall be dug; nor, except for any existing oil or gas facilities on the Property, shall oil or gas, or commercial or community water storage tanks or reservoirs, or any installation of power, telephone, or other utility lines (wire, pipe, or conduit), be made or operated anywhere on the Subject Property except as permitted in Sections 1.3 and 1.4 above or in connection with water works operated by public agencies or duly certified public utility companies, and further except in connection with rain barrel or a rainwater harvesting system and its related water storage tanks as permitted in Section 1.55 hereinbelow.

Section 1.6 Construction Trash. Prior to the delivery of a metal trash dumpster, all paper and construction crew's meal and snack debris, drink bottles and cans, and other debris must be picked up and disposed of daily to maintain a clean job site. Thereafter, no construction trash, ashes, garbage or other refuse shall be thrown or dumped on any area within the Property except in a metal trash dumpster, which must be placed on the Lot prior to the start of framing. Except as permitted hereinbelow, there shall be no outdoor burning of trash or other on-site disposal of refuse.

Section 1.7 Temporary Structures. No temporary structures shall be permitted except as may be determined to be necessary during construction and as are specifically authorized in writing by the Association.

Section 1.8 Prohibited Construction Practices. The following practices are prohibited:

- A. Allowing concrete suppliers and contractors to clear their equipment other than at a location designated for that purpose by the Association;
- B. Removing any rock, plant material, top soil or similar items from any property of others; or
- C. Use of surface water for construction.

Section 1.9 Air Conditioners. Air conditioning equipment may not be installed in the front yard of a dwelling. Window air conditioning units are prohibited.

Section 1.10 Dwelling New Construction. A "Principal Dwelling" must be constructed on each Lot in the Putteet Hill Phase One Subdivision before the construction of any other structure. A principal dwelling, or a guest dwelling, or a dwelling addition constructed elsewhere may not be moved onto a Lot. Factory-built homes are not permitted, even though assembled or finished on the Lot. The construction of a dwelling must be started promptly after the Architectural Control Committee approves the dwelling's plans and specifications. Any building, structure or improvement whose construction has commenced on any Lot must comply with the Association's **Protective Covenants** and the **Rules & Regulations**. At the start of construction, but not before, building material to be used in the construction may be stored on the Lot or on a nearby Lot with the Declarant's or another Lot Owner's approval. Once started, the

dwelling and all improvements on the Lot must be completed with due diligence.

Section 1.11 Colors & Color Changes. The colors of buildings, window treatments visible from the street or from another dwelling, fences, walls, exterior decorative items, and all other improvements on a Lot are subject to regulation by the Architectural Control Committee. Because the relative merits of any color are subjective matters of taste and preference, the Architectural Control Committee determines the colors that are acceptable to the Association. Lot Owners cannot change or add colors that are visible from the street, a Common Area, or another Lot without the prior written approval of the Architectural Control Committee.

Section 1.12 Window Covering Criteria. No reflective materials, including, but not limited to, aluminum foil, reflective screen or glass, mirrors or similar type items, or temporary window coverings such as newspapers or bed sheets shall be installed or placed upon the outside or inside of any windows of any home without the prior written approval of the Association. No drapes, blinds, shades, awnings or other items noticeably affecting the exterior appearance of a home shall be constructed or installed in any home without the prior written consent of the Association. The Architectural Control Committee may require an Owner to change or remove a window treatment that the Architectural Control Committee determines to be inappropriate or unattractive. The Architectural Control Committee in their sole discretion may prohibit the use of certain colors, materials or inappropriate designs or graphics for window treatments.

Section 1.13 Residential Occupancy. Other than the completed Principal Dwelling, if a Guest Dwelling is approved by the Architectural Control Committee to be constructed on a Lot, no other thing or structure on a Lot may be occupied as a residence at any time by any person. This provision applies, without limitation, to the garage, a carport, mobile homes, recreational vehicles, campers, tents, workshops, storage sheds or any other type of accessory building.

Section 1.14 Exterior Wall Materials.

A. **Principal Dwelling, Detached Guest Dwelling and Detached Garage.** The type, quality, and color of exterior wall materials for the principal dwelling, a detached guest dwelling and a detached garage, if approved by Declarant or by the Architectural Control Committee to be constructed on a Lot, must each be built with matching, new, exterior construction material approved by the Declarant or the Architectural Control Committee. The exterior wall materials of these three structures must be at least eighty percent (80%) of the coverage of the total exterior walls to the roof plate line, excluding doors and windows, consisting of Architectural Control Committee's approved glass, stone, brick, ceramic tile, clay, masonry stucco or other masonry or masonry-like construction material, including fiber-cement siding, approved by the Architectural Control Committee, or a glass building material of the kind usually used for exterior wall construction, all referred to herein as the "**Primary Exterior Siding.**" Other materials of equal or similar characteristics may be approved by the Declarant or the Architectural Control Committee for the Primary Exterior Siding.

The remainder of the total exterior siding of the principal dwelling, and any detached guest dwelling and any detached garage, if approved to be constructed on a Lot, beyond the Primary Exterior Siding, referred to herein is known as the "**Remainder Exterior Siding**" which may,

with the approval of the Declarant or the Architectural Control Committee, include all the Primary Exterior Siding materials, plus EFIS stucco, and approved hardwoods, including redwood, cedar, and other materials of equal or similar characteristics.

B. Outbuildings Exterior Wall Materials, Heights and Facing of Garage Doors.

Detailed plans and specifications for all outbuildings (sometimes also referred to as "Accessory Buildings") must be submitted to the Architectural Control Committee in order to be considered for approval. All structures other than the main dwelling must be located behind the Principal Dwelling site and may not be constructed on the Lots prior to the Principal Dwelling being constructed. The highest elevation of any outbuildings shall not exceed the lesser of two (2) feet in height below the highest elevation of virgin soil of the completed Principal Dwelling's first or second story, whichever is less, to ensure that no outbuilding is higher than two (2) feet below the highest elevation of the principal dwelling. All outbuildings, regardless of size, shall be permitted to be constructed with a metal building substructure, and must contain some of the same **Primary Exterior Siding** as the Lot's principal dwelling, as set forth below for **Large Accessory Buildings**, and as required in the Association's Rules and Regulations, as amended from time to time, for **Small Accessory Buildings** whose individual footprints are one hundred, twenty (120) square feet or less.

The remainder of the total exterior siding of all outbuildings, if approved to be constructed on a Lot, beyond the Primary Exterior Siding, referred to herein as the "**Remainder Exterior Siding**," may with the approval of the Declarant or the Architectural Control Committee include all the Primary Exterior Siding materials, including cement-fiber siding, plus EFIS stucco, metal and approved hardwoods, including redwood, cedar and other materials of equal or similar characteristics.

Other materials of equal or similar characteristics may be approved by the Declarant or the Architectural Control Committee for the Primary Exterior Siding and for the Remainder Exterior Siding. The color of the exterior siding materials and trim of all outbuildings must be harmonious with the color of the exterior walls of the principal dwelling. Each tract will be limited to no more than one (1) large outbuilding per acre with a maximum of three (3) outbuildings on any tract.

Large Outbuildings (also referred to herein as Large Accessory Buildings), such as workshops, barns and large storage buildings, whose individual footprints exceed one hundred, twenty (120) square feet, must be constructed to be harmonious, as determined in the sole discretion of the Architectural Control Committee, with the color of the exterior walls, the garage doors and the roofs of the main dwelling. The exterior walls materials and color of the front elevation of all large accessory buildings must match the same **Primary Exterior Siding** materials as required for the exterior walls of the Principal Dwelling. The front exterior siding, plus a four-foot (4') masonry wainscot at the base of large accessory buildings, constructed along the sides and rear of the buildings, shall satisfy the requirement for materials harmonious with the Principal Dwelling, subject to the Architectural Control Committee's approval of exterior materials and colors on the remaining exterior of such buildings as being harmonious with the Principal Dwelling.

If the Principal Dwelling has at least a two-car garage, then an outbuilding planned to be utilized as a workshop or detached garage for storage of mowers and other types of landscape

maintenance equipment, tractors, recreational vehicles, all-terrain vehicles and similar vehicles, antique or inoperable vehicles, commercial vehicles, boats, jet skis, camper trailers, work trailers, and other types of similar vehicles and equipment, may with the approval of the Architectural Control Committee, have garage doors that face the front street of the Lot. No portable storage buildings, determined in the sole discretion of the Architectural Control Committee, shall be allowed.

If an accessory structure that is visible from a street or another Lot is installed on a Lot without the prior written approval of the Architectural Control Committee, the Architectural Control Committee reserves the right to determine that the accessory structure is unattractive or inappropriate or otherwise unsuitable for the Property, and may require the Owner to relocate it, screen it, or remove it entirely.

Section 1.15 Roofs. The construction design, roof pitch, and materials for roofs of residences and all other structures to be constructed in Putteet Hill Phase One must be submitted to and approved by the Architectural Control Committee prior to commencing any roof construction. The **principal dwelling** on a Lot, and any detached **guest dwelling**, and/or any **detached garage** approved by Declarant or by the Architectural Control Committee to be constructed on a Lot, must each be built with matching, new, construction roofing material, generally with a minimum roof pitch of eight feet by twelve feet ("8/12"). Roof pitches of all Large and Small Accessory Buildings must also be submitted to and approved by the Architectural Control Committee. Minimum roof pitches for modern or contemporary structures may be approved at a minimum pitch of four feet by twelve feet ("4/12"). Roofs must be covered with material having a manufacturer's warranty of at least thirty (30) years. Wood shake shingles shall not be permitted. The use of asphalt tile and fiberglass shingles are permitted. Metal roof panels are permitted, but must be certified as at least 26 gauge. The color of roofing material must be an earth tone color approved by the Architectural Control Committee. The Declarant or the Architectural Control Committee may permit or require other weights, materials, and exterior colors.

Section 1.16 Dwelling Addresses and Mailboxes. All dwellings shall have their own address numbers etched in black, with a design and location established by the Architectural Control Committee, mounted in a stone address block on the exterior front wall of each such dwelling facing the street. All dwellings shall have an individually keyed and lockable mail box installed and assigned by the Association, at each Homeowner's prorated at Closing cluster mailbox installation cost, in the subdivision's cluster mailbox Common Area one or more locations established in compliance with the United States Postal Service requirements and guidelines. Curbside mailboxes are not permitted in the interior of the Putteet Hill Phase One subdivision by the United States Postal Service.

Section 1.17 Garage Restrictions and Orientation. All Dwellings must have at least a two (2) car garage for two (2) full-size automobiles, with garage door openings that face a side or the rear Lot lines, but shall not face the street or streets which abut the Lot absent the issuance of a written waiver by the Architectural Control Committee or the Board. If the dwelling has a third (3rd) car garage, then the single car garage, with the approval of the Architectural Control Committee, may face the street or streets which abut the Lot. Any detached garage must be constructed during the construction of the principal dwelling or after the

principal dwelling is constructed. Without the Association Board's prior written approval, the original or any detached garage area of a Lot may not be enclosed or used for any purpose that prohibits the parking of at least two standard-size operable vehicles in the original attached garage and at least one standard-size vehicle in any detached garage. Garage doors are to be kept closed at all times except when a vehicle is entering or leaving. All garages, including detached garages, will be located on the Tract according to the Architectural Control Committee approved building site plan.

Section 1.18 Carports. Subject to and conditioned upon the prior approval of the design, size, materials, color and construction by the Architectural Control Committee, covered carports may be allowed to be installed, constructed, and maintained on any Lot in the Putteet Hill Phase One subdivision for storage of RVs, boats, camper trailers, jet skis, trailers, trucks, commercial vehicles, tractors, mowers and related landscape maintenance equipment, inoperable vehicles, and other types of similar vehicles and equipment, all of which must be screened from neighboring Lots, the street and any Common Area. Approved carports must be constructed during the construction of the principal dwelling or after the principal dwelling is constructed.

Section 1.19 Exterior Accessories and Lighting. Installation of all exterior items and surfaces, including address numbers on dwellings all decorative hardware, external ornamentation, all exterior lighting and light fixtures, and exterior paint and stain, is subject to the Architectural Control Committee's prior approval, including approval of design, color, materials, and location. Notwithstanding such prior approval, upon being given notice by the Architectural Control Committee that any exterior light is objectionable, the Owner of the Lot on which the lighting is located must immediately remove or shield the light in such a manner that it is no longer objectionable to any neighbor or unsafe to motorists on the streets.

Section 1.20 Landscaping and Yard Installation. Prior to the completion of construction of a house on a Lot, the Owner must submit a "Landscaping Installation Plan" to the Association's Architectural Control Committee (ACC), or to the Association's Manager in charge of ACC approvals. Each Lot on which a dwelling is constructed shall have completed landscaping and a front and side yard underground sprinkler system installed and maintained in compliance with the requirements of the City of Cresson and approved by the Architectural Control Committee. Prior to occupancy of a house in Putteet Hill Phase One, subject to the approval of the Architectural Control Committee, an area of the front and side yards of the house must be laid in grass sod. The Landscaping Installation Plan must contain a specific landscape design plan that provides for at least two new or existing trees approved by the Association with a caliper equal to or exceeding three inches. These trees must be a species of native trees approved by the Architectural Control Committee, and must be located in the front yard. The plan must also provide the footprint design and the planting location, and type, size and number of shrubs, ground cover and grass in the planting beds and approved lawn area along the front and sides of the house that are visible from the street of a sufficient quality, quantity and design to be compatible with the Putteet Hill Phase One subdivision, as approved by the Board or the Architectural Review Committee.

Weather permitting, landscaping on Lots where a house is being constructed shall be completed following the earlier to occur of the date sixty (60) days following the date of issuance of a certificate of occupancy, or thirty (30) days after the date the home is first occupied. The utilization of non-living objects such as ornaments or other types of yard or religious art in the

landscape, sometimes referred to as “Yard Art,” must be harmonious with the character of the neighborhood and must be approved by the Association. Whether yard or religious art in the landscape is harmonious with the character of the neighborhood is a subjective determination that is in the absolute discretion of the Architectural Control Committee. Individual expression is permissible so long as it does not detract from this goal.

All landscaping of Lots and homes owned by parties other than the Declarant shall be installed by the Lot Owners as follows:

- A. **Sprinkler Systems.** Properly installing a Lot’s sprinkler system and heads at the proper ground level of the Lot to allow good drainage off the Lot prior to occupancy of any home in the Putteet Hill, Phase One Subdivision is the Lot Owner’s responsibility. Sprinkler heads shall not be allowed to be installed within five feet (5’) of any road.
- B. **Yards and Flower Beds.** Following the Owner’s receipt of written approval from the Architectural Control Committee, all yards and/or flower beds must be properly installed in accordance with the approved landscaping plan. If not, the Association or the Association’s professional Manager may impose an administrative fee and a fine, if determined by the Association to be warranted.
- C. **Public Right-of-Ways.** The trees may be located in the public right-of-way provided that all private licensing requirements of the Hood County rules and regulations and charter are met;
- D. **Required Trees.** Required trees may be existing trees on the lot if the following provisions are met:
 - (i) The trees are of the correct size, location and approved species;
 - (ii) The trees were protected during construction; and
 - (iii) The trees are in a healthy growing condition at the time of inspection

Section 1.21 Screening. The Architectural Control Committee may require that the following items must be screened from the view of the public and neighboring Lots and dwellings, if any of these items exists on the Lot: (1) satellite reception equipment; (2) above ground propane tanks; (3) air conditioning equipment; (4) yard maintenance equipment; (5) stone, rock, brick or wood piles and compost piles; (6) accessory structures that do not have prior approval of the Declarant, the Board or the Architectural Control Committee; (7) garbage cans and refuse containers; and (8) anything determined by the Board to be unsightly or inappropriate for a residential subdivision. Screening may be achieved with masonry or wood fencing or with plant material, such as trees and bushes, or any combination of these. If plant material is used, a reasonable period of time is permitted for the plants to reach maturity to serve as an effective screen. As used in this Section, “screened from view” refers to the view of a person in a passenger vehicle driving on a Street or alley, or the view of a person of average height standing in the middle of a yard of an adjoining Lot. Clotheslines, drying racks, and hanging clothes, linens, rugs, or textiles of any kind are not permitted in the Subdivision.

Section 1.22 Driveways and Parking Restrictions. All driveways must be surfaced with concrete. **Driveways that require culverts will be CMP culverts with safety end caps and concrete base.** No Putteet Hill Phase One residential Lot will be permitted to have direct access to Highway 377. Driveway approach locations on corner Lots shall be located to approximately line up with the side of the house or garage that is farthest from the intersection. The driveway portion of a Lot may not be used for any purpose that interferes with its ongoing use as a route of vehicular access to the garage or to the Principal Dwelling, the Guest Dwelling or an auxiliary building. Without the Association's Board's prior approval, a driveway may not be used: (1) for outdoor storage purposes, including storage of RVs, boats, camper trailers, jet skis, trailers, trucks, commercial vehicles, tractors, mowers and related landscape maintenance equipment, inoperable vehicles, and other types of similar vehicles and equipment; or (2) for repair or restoration of vehicles, boats, or trailers. Vehicles shall not be parked on any non-paved portion of any Lot.

Section 1.23 Accessory Structures, Spas and Swimming Pools. Accessory structures, such as dog houses, gazebos, storage sheds, playhouses and greenhouses may not be located in front yards or in unfenced portions of side or rear yards. Nor may spas or swimming pools be located in front yards or in unfenced portions of side or rear yards. Accessory structures shall not be permitted on any Lot without the approval of the Architectural Control Committee or the Board if it is or would be visible from any street, exceeds twelve feet (12') in height, or has a footprint of more than ten feet (10') by twelve feet (12'), totaling more than one hundred, twenty (120) square feet. Spas and swimming pools must also receive the approval of the Architectural Control Committee before being allowed to be constructed.

Section 1.24 Swimming Pools and Property Excavation Approvals. Pool plans and construction will require the prior written approval of the Association. Above ground pools are expressly prohibited. The City of Cresson should be contacted by the Owner to determine safety requirements for all pools. All Owners and residents must comply with all pool safety requirements of the City of Cresson and all other applicable governmental authorities.

No excavation shall be made except in connection with improvements to the Property approved as provided in the Governing Documents. For purposes of this Section "excavation" shall mean a disturbance of the surface of the land (except to the extent reasonably necessary for approved landscape planting), which results in a removal of earth, rock, or other substance to a depth of more than 18 inches below the natural surface of the land. Prior to construction of a below ground swimming pool, an Owner should contact the Association to coordinate the point of construction access and assure that damage is not done to Common Property.

Pools may not be backwashed into drainage ditches, drainage-ways, streets, or other portions of the Common Property. All backwash water is to be retained on the Owner's Lot. If necessary, a hole should be dug and filled with rocks ("French drain") to provide for the needed on-site water drainage capacity. Swimming pool construction and fencing requirements may also be regulated by the City of Cresson.

Section 1.25 Tennis Courts and Basketball Goals Approvals. Tennis courts are not expressly prohibited by the Architectural Control Committee, but shall only be allowed in approved locations on certain Lots to avoid becoming a disturbance or nuisance to residents of

neighboring Lots. The determination by the Committee to allow a tennis court on a Lot shall be based on factors such as the size of the Lot, the desired placement of the tennis court and the visibility of such tennis court and its lighting to avoid any negative affect on an adjoining Lot. Any Owner desiring to construct a tennis court on his Lot must submit plans and specification in writing to the Committee as provided in these Rules and Regulations. Except as may otherwise be permitted by the Board from time to time in special circumstances without creating precedent that must be followed in the future, the hours of tennis play or other use of any tennis court shall be limited to be from 9:00 a.m. until 10:00 p.m. daily.

Permanently installed basketball goals, backboards and nets shall only be permitted if their design and installation location, sufficiently set back from the street, as determined in the sole discretion of the Architectural Control Committee are approved. Basketball goals which are freestanding and portable shall be permissible when in use during play on any Owner's Lot during daylight hours if they are visible from any Private Street; but they are not permitted to remain on any Lot when not in play or overnight if they are visible from any Private Street. The Association's Board of Directors may in their discretion extend the "not in play or overnight" rules in special circumstances without creating precedent that must be followed in the future. Attachment of basketball goals, backboards and nets to walls or roofs of any structures is expressly prohibited.

Section 1.26 Television, Electronic Equipment, Etc. Each resident of the Property will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, electronic, microwave, cable, or satellite reception on the Property.

Antennas, satellite or microwave dishes, and receiving or transmitting towers that are visible from a street or from another Lot are prohibited within the Property, except that (1) reception-only antennas or satellite dishes designed to receive television broadcast signals, (2) antennas or satellite dishes that are twenty-four inches (24") or less in diameter and designed to receive direct broadcast satellite service (DBS), or (3) antennas or satellite dishes that are twenty-four inches (24") or less in diameter or diagonal measurement and designed to receive video programming services via multipoint distribution services (MDS) (collectively, the "Antenna") are permitted if located (a) inside the structure (such as in an attic or garage) so as not to be visible from outside the structure, (b) in a fenced yard, or (c) attached to or mounted on the rear wall of a structure below the eaves. If an Owner determines that an Antenna cannot be located in compliance with the above guidelines without precluding reception of an acceptable quality signal, the Owner may install the Antenna in the least conspicuous location on or near the roof where an acceptable quality signal can be obtained.

The Association may adopt reasonable rules and the Architectural Control Committee may grant a Variance modifying the size restrictions herein and for the location, appearance, camouflaging, installation, maintenance, and use of the Antennas to the extent permitted by public law.

Section 1.27 Antennae. No exterior radio, television, ham radio, microwave or other antenna or antenna dish or electric signal capture distribution device shall be permitted without the prior written consent of the Association and appropriate screening, except an antenna that: (i) is one meter (39.37 inches) or less in diameter or diagonal measurement, and (ii) either (a) is

affixed to the rear wall (not roof) of a home, not more than ten feet above the ground, or (b) is placed on the ground in the rear yard of a home, with the maximum elevation of the antenna being five feet (5') above ground level. A satellite TV antennae (Direct TV, Dish, etc.) may be located in the rear of a home, or in the space on the left or right side of a home as long as a reasonable attempt is made to blend the antenna in with the home and/or landscaping to reduce its visibility from the front of the property.

Section 1.28 Subdivision Roadside Perimeter Fencing. All Putteet Hill Phase One Subdivision Roadside Perimeter Fencing (herein the "Roadside Perimeter Fencing") on and along the subdivision's property border abutting State Highway 377, and continuing on and along all Residential Lots and all Common Areas facing both sides of the Putteet Hill main Entrance from Highway 377, and continuing on and along all Residential Lots and all Common Areas facing both sides of Putteet Hill Boulevard throughout the subdivision, shall be constructed of all black Post and Strand, three rail (cable) fencing material with anchor posts set not more than ten feet (10') apart in concrete at least two feet in the ground, rising consistently four feet (4') tall.

Additionally, all such Putteet Hill Phase One Subdivision Roadside Perimeter Fencing shall be constructed to contain three black, HD Polyethylene horizontal rails set with equidistant height separation from the ground and each other, continuing on and along the entire roadside of the Roadside Perimeter Fencing. The developer may utilize horizontal rail materials comparable to HD Polyethylene.

Lot Owners whose Lot boundaries exist along or approximately in common with the Roadside Perimeter Fencing shall not be permitted to attach any type of additional fencing, including any type of domestic pet or other animal containment fencing, to the Roadside Perimeter Fencing. The Roadside Perimeter Fencing shall be maintained by the Association as a Common Maintenance expense.

Section 1.29 Subdivision Phase One Interior Lot Fencing.

A. Perimeter Fencing of Phase One Interior Lots, for purposes of this subsection 1.29 A, shall include all required "Rear" Perimeter fencing of Interior Lots and any "Side" Perimeter Fencing of Interior Lots chosen to be installed by the individual Lot Owners. Other than the existing barbed wire rear fences permitted in subsection 1.29 B below, which are not Roadside Perimeter Fences required by Section 1.28 above, or as permitted for backyard or side yard privacy fences permitted in subsection 1.29 D below, all rear and side yard interior perimeter Lot fencing installed shall be all-black fencing constructed of either (1) four feet (4') tall Roadside Perimeter "Post and Strand" fencing described in Section 1.28 above, or (2) four feet (4') tall, horizontal black steel pipe "Top Rail" fencing, with a horizontal black steel pipe top rail, and with 2" by 4" no-climb Horse wire mesh (approved by the Architectural Control Committee) attached to the Lot's interior side of the fence, or (3) four feet (4') tall ornamental iron or aluminum material fencing. All of the subdivision Perimeter Fencing must have steel anchor posts set in concrete no more than ten feet (10') apart at a depth of at least two feet (2') in the ground, with the fencing between anchor posts installed 2" above the ground to permit grass and weed maintenance. Partial side yard perimeter fencing or cross fencing, except for approved backyard or side yard privacy fences permitted in subsection 1.29 D below, shall not be

permitted. All subdivision Interior Lot Fencing must have in-line gates approved by the Architectural Control Committee.

Perimeter Fencing of Phase One Interior Lots must be at least four feet (4') tall, and may be five feet (5') tall, subject to the written approval of the Architectural Control Committee upon the Lot Owner's written request, which may be granted or denied in the sole discretion of the Architectural Control Committee.

Lot Owners whose Perimeter Fencing on one side or along the rear of the Lot's boundary is the Subdivision Roadside Perimeter Fencing described in Section 1.28 above, may at the Lot Owner's expense install and maintain a fence described in this subsection 1.29 A five feet (5") inside the Subdivision Roadside Perimeter Fence to run parallel to the Section 1.28 Subdivision Roadside Perimeter Fence. To protect the ambiance and attractiveness of the Section 1.28 Subdivision Roadside Perimeter Fence and any fencing installed by the Lot Owner five feet (5") inside the Subdivision Roadside Perimeter Fence, all such fencing installed by Lot Owners must be installed along a continuous line, equidistant from the Subdivision Roadside Perimeter Fence, and must be the same design, materials, height and black color, to be approved individually in writing by the Architectural Control Committee.

B. Rear Perimeter Fencing of Phase One Interior Lots, whose rear fences are not Roadside Perimeter Fences governed by Section 1.28 above, or whose existing rear perimeter fence is a barbed wire fence permitted in this subsection 1.29 B, shall at the Lot owner's expense be required to be installed and maintained as the Lot Owner's rear property line perimeter fence, consistent with the community's subdivision interior perimeter fencing standards described in subsection 1.29 A above. All rear perimeter fences, with the exception of the Subdivision Roadside Perimeter Fencing described in Section 1.28 above (to be maintained and repaired by and at the expense of the Association), shall be installed, repaired and maintained by Lot owners at standards established periodically by the Association. The Lot's rear perimeter fencing may not be altered, removed or replaced by or at the direction of any Lot Owner without the written approval of the Architectural Control Committee. In the event a rear perimeter fence has been installed by Developer and exists at the time of Buyer's purchase of a Lot, at the closing of Buyer's purchase of such Lot, Buyer must reimburse Developer at a price established by Developer for any such existing rear perimeter fence.

C. Side Perimeter fencing of Lots is permitted, but shall not be required. Except as may be permitted by the Architectural Control Committee, no side perimeter fencing of Lots may be constructed beyond the front line of the Principal Dwelling to the front street property line, but may connect to the sides of the Principal Dwelling no farther forward than the Principal Dwelling's front line. If the Lot Owner elects to install side perimeter fencing, it must be approved by the Architectural Control Committee, and must be constructed along the entire common side boundary lines of the Owner's Lot with the contiguous Owners' Lots, extending from the corners of the rear Lot boundary line and the side boundary lines to a point along each side boundary line at or before the front line of the Principal Dwelling, and then extended from those points on each side boundary line to terminate at the Principal Dwelling at or behind the front line of the Principal Dwelling. Partial fencing of the side perimeters of the Lot shall not be permitted, except as permitted by the Architectural Control Committee for backyard privacy walls.

D. Backyard and Side Yard Privacy Fences are permissible, although backyard or side yard privacy fences may not be constructed between the front line of the Principal Dwelling and the front street property line. All backyard and side yard privacy fences design and location must be approved by the Architectural Control Committee prior to construction. All backyard or side yard privacy fences constructed near a Principal Dwelling for such purposes as to contain small children and domestic pets, or to surround and protect such private amenities as a swimming pool, children's playground or similar equipment, patios, pergolas, etc. must contain child-safety gates and be all-black fencing constructed of steel anchor posts set in concrete no more than ten feet (10') apart at a depth of at least one foot in the ground, open view, low profile, minimum of four feet (4') to a maximum height of five feet (5') tall, and be constructed either of ornamental iron or aluminum materials, with open vertical tines 4" apart. Subject to receiving written approval from the Architectural Control Committee, it shall also be permissible if the Lot Owner elects to install a small wire mesh designed to contain a small dog. The wire mesh must be attached to the Lot's interior (inside) of the fence to a maximum height from the ground of two feet, installed 2" above the ground to permit grass and weed maintenance,

The use of wood privacy, wooden pickets, wood, vinyl or plastic, chain link, barbed wire, hog wire, rock, brick, unfinished concrete block, and similarly undesirable fencing materials, as determined in the sole discretion of the Architectural Control Committee, is prohibited. Fencing exceptions designed and used for dog runs, must not be visible from the street, and must be approved by the Architectural Control Committee in its sole discretion.

Section 1.28 and this Section 1.29 are subject to the Architectural Control Committee's right to adopt additional or different specifications for construction or reconstruction of fences and walls. Retaining walls must be constructed entirely with Architectural Control Committee-approved design and materials; however, railroad ties may not be used for a retaining wall. A fence located on or near the dividing line between two Lots and intended to benefit both Lots constitutes a "Party Wall Fence" and, to the extent not inconsistent with the provisions of this Article, is subject to the general rules of law regarding party walls and liability for property damage due to negligence, willful acts, or omissions. Matters concerning party fences and party walls of adjoining Lots are governed by Sections 1.27 and 3.5 of the Declaration and by the general rules of law concerning party walls and party fences.

Section 1.30 Domestic Pets Containment Fencing. Any Architectural Control Committee approved "No-climb Horse Wire" or "Small Pet Fencing" designed to contain domestic pets must be installed at least two inches (2") above ground level to allow easy weed-eating landscape maintenance. Materials and installation and maintenance labor of any approved "No-climb Horse Wire" or "Small Pet Fencing" shall be at the Lot Owner's expense. If either of the "No-climb Horse Wire" or "Small Pet Fencing" are not properly maintained by the Lot Owner in the sole discretion of the Association, the Association may require or cause such fencing to be removed at the Lot Owner's expense.

Section 1.31 Animal Restrictions. Except as provided hereinbelow or as authorized, by written approval granted by either the Declarant or the Association, without infringing on the rights of adjacent Lot Owners, in the Declarant's or the Association's sole discretion, approval may be authorized, on conditions individually established by the Declarant or the Association's Board of Directors or the Architectural Control Committee, no animals, livestock or poultry,

hogs, pigs, swine, cattle, horses, goats, birds, fish, reptiles, or insects of any kind may be kept or maintained on the Property. Nor may animals be raised, or bred anywhere on the Property for any commercial purpose or for food. Customary domesticated household pets may be kept for personal companionship subject to rules adopted by the Board. The Board may adopt, amend, and repeal rules regulating the types, sizes, numbers, locations, and behavior of animals at the Property. If the rules fail to establish animal occupancy quotas that work for the Putteet Hill Phase One community, the Board may amend the Rules as necessary.

No more than five (5) domesticated household pets may be maintained on each Lot. Pets must be kept in a manner that does not disturb the peaceful enjoyment of residents of other Lots. Pets must be maintained inside the dwelling or may be kept in a fenced yard only if they do not disturb residents of other Lots. Any pets permitted by a resident to be outdoors outside of Owners' fenced yards in the Putteet Hill Phase One subdivision must be strictly controlled by such resident, either on a leash, physically held by the resident or otherwise physically contained and controlled. Every resident is responsible for the removal of his or her pet's wastes from the Common Area or the Lot of another Owner. All dogs and cats must be properly vaccinated and tagged for health, safety and identification.

Dogs, cats, caged birds and aquarium fish are "**permitted pets**" and shall be subject to all of the Restrictions and Rules and Regulations of the Association. Any animals other than those listed as "permitted pets" or "permitted horses" or "permitted livestock" must receive Written Consent from the Board to have an animal kept in an Owner's residence or on any Owner's Lot. The required Written Consent for such must also be signed and acknowledged by the animal's owner or custodian. Continual barking or dogs dangerous to people, or dogs that destroy neighboring Owners' property or permitted pets are specific examples of animals that may be deemed by the Board, in its sole discretion, to be an "annoyance" or "nuisance" in violation of Section 1.32 of these Rules & Regulations.

Permitted Horses up to a maximum of six (6) horses per Lot, may be allowed by Declarant or the Association to be kept and maintained on Lots 28, 29, 30, 31, 32 and 33, and on combined and replatted Lots containing at least three acres, in the Putteet Hill subdivision. The number of horses allowed to be kept and maintained on any of the Permitted Horse Lots shall be limited to one horse per every two (2) additional acres behind and exclusive of the two (2) street-front acres of each such Lot. Additionally, subject to written approval granted by either the Declarant or the Association's Board of Directors or the Architectural Control Committee, in their sole discretion, approval may be authorized, without infringing on the rights of adjacent Lot Owners for horse barns, sheds, stables and other buildings or facilities, including feeding and exercising facilities, special fencing and related improvements deemed necessary and appropriate for the proper care and maintenance of one or more horses on a Permitted Horse Lot.

Other than Permitted Horses, Permitted Livestock shall be poultry, such as chickens (excluding roosters), rabbits, young colts, young cattle (calves), goats, sheep, or birds which have received **Written Consent** from the Association to have such an animal kept or maintained in an Owner's residence or on any Owner's Lot in an outdoor structure and on conditions approved by the Association. A letter providing the required Written Consent for such animals from the Board of Directors permitting the Owner to keep such an animal in an Owner's residence or on any Owner's Lot, must be signed and acknowledged by the animal's owner or custodian. Such Permitted Livestock having received the required Association's Written

Consent may be kept or maintained on the Property and shall be subject to all the conditions of the Written Consent and to all of the Restrictions and Rules and Regulations of the Association. If the Board's Written Consent is not obtained by the Owner, the Board may in its sole discretion, without liability, require the animal's owner to immediately remove the animal from the property; or without liability, the Association may use self-help at the animal owner's expense to remove the animal.

Permitted Livestock shall also include no more than eight chickens (excluding roosters) and four rabbits. Owners shall be required to receive Written Consent from the Board of Directors for up to a maximum of eight (8) chickens (excluding roosters) to be kept or maintained on an Owner's Lot. The chickens receiving Written Consent must be housed in an outdoor structure on conditions approved by the Declarant or the Association on the Owner's Lot, and may do so for the production of eggs. And chickens and other "permitted livestock" receiving the Board's Written Consent for FHA or 4-H or similar projects shall be permitted for the education and enjoyment of children of the Owners, not for breeding or other commercial purposes.

All animals shall be kept in such a manner so as not to disturb the other residents, regardless of whether the animal is inside or outside an Owner's residence. No pet will be permitted to remain on the property if its barking, whining, screeching or other noise is loudly audible and a credible nuisance preventing other residents from generally experiencing peaceful enjoyment of their homes during extended or repeated periods of time. The Association shall have the sole and absolute discretion to determine what constitutes a credible nuisance of this nature and degree. If an animal becomes obnoxious, threatening or dangerous to other Owners in the sole discretion of the Association, the Owner or person having control of the animal shall be given a Written Notice from the Board to correct the problem or, if not corrected, the Owner, upon three (3) days' written notice, shall be required to remove the animal.

Continual barking or dogs threatening or dangerous to people, or dogs that destroy neighboring Owners' property or permitted pets, are specific examples of animals that may be deemed by the Board, in its sole discretion, to be an "annoyance" or "nuisance" in violation of the Protective Covenants. If in the sole judgment of the Association or the Association's designated representative, it is determined that the animal's owner or custodian has either (1) abandoned the animal, (2) left the animal in the residence or another structure or enclosure for an extended period of time without food or water, (3) failed to care for a sick animal; or (4) violated any other of the Association's animal rules, or (5) disturbed neighbors or other residents, and has been in repeated violation of these rules, and the Owner or other custodian of the animal has failed to cause the violation to be corrected, the Association or its designated representative may remove, or cause the removal of the animal from the subdivision, if necessary, after first leaving a Written Notice in a conspicuous place. Reasonable charges and fines will be imposed for picking up, keeping and caring for an animal, or for reporting or delivering them to the Humane Society or to Hood County or any other applicable Animal Control.

If an animal is determined by the Board to be obnoxious, repeatedly disturbing neighbors or other residents, violating these rules and has become a credible nuisance of this nature and degree, the Owner or person having control of the animal shall be given a Written Notice from the Board to correct the problem. If the Board determines that an animal has become a credible nuisance and has disturbed neighbors or other residents, and has been in repeated violation of

these rules, after first delivering ten (10) days' Written Notice to the animal's Owner or custodian in a conspicuous place, and if the Owner or other custodian of the animal has failed to cause the violation to be corrected, the Association or its designated representative may remove, or cause the removal, of the animal from the subdivision.

Additionally, if necessary, the Association or its designated representative may immediately remove, or cause the removal of an animal, if in the sole judgment of the Association or the Association's designated representative, the animal's owner or custodian has:

- A. abandoned the animal;
- B. left the animal in the residence or another structure or enclosure for an extended period of time without food or water;
- C. failed to care for a sick animal; or
- D. violated any other of the Association's animal rules.

Reasonable charges and fines will be imposed for picking up, keeping and caring for an animal, or for reporting or delivering them to the Humane Society or to Hood County or any other applicable Animal Control.

The Owner or handler of any animal is responsible for the animal's actions at all times, and agrees to abide by these rules.

All animals at all times must have current rabies shots and licenses required by law. Evidence must be available to the Association if requested.

Animals shall not be kept, bred or maintained for any commercial purposes.

Each Owner owning an animal shall assume full responsibility for personal injuries or property damage caused by said animal, and each Owner must agree to indemnify the Association for all costs incurred, including for all costs of litigation and attorney's fees, and hold the Association and its agents harmless against any loss, claim or liability of any kind or character whatsoever arising from or growing out of the privilege of having an animal in on a Lot or in a residence in the Putteet Hill Phase One subdivision. All responsibility for animals of visitors shall rest with the Lot Owner.

PUTTEET HILL PROPERTY OPERATING RULES

Section 1.32 Nuisance or Annoyance. No Lot or Common Area may be used in any way that: (1) may reasonably be considered to be an annoying activity or to be an annoying sight, sound or odor nuisance to neighbors as determined in the sole discretion of the Association; or that (2) may be calculated to reduce the desirability of the Property as a residential neighborhood; or that (3) may endanger the health or safety of residents of other Lots; or that (4) may result in the cancellation of insurance on the Property; or that (5) violates any law. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance.

Section 1.33 Pooper Scooper. No resident may permit his or her pet to relieve itself on any portion of the Common Property without the resident's removal and proper disposal of the Pet's feces. The Association may levy a fine against a Lot and its Owner each time feces is discovered on the Common Property, which is from an animal in the custody of such Lot's resident or Owner.

Section 1.34 Domestic Trash. This Section 1.34 is in addition to Section 1.6 Construction Trash above. No trash, ashes, garbage or other refuse from any Lot (herein referred to as "Domestic Trash") shall be allowed to be thrown, dumped or remain on any area within the Property. There shall be no outdoor burning of trash or other on-site disposal of refuse. Each Owner shall provide suitable receptacles for the temporary storage and collection of refuse, and except in preparation for pick-up on scheduled trash pick-up days, all such receptacles shall be screened from the public view and from the wind and protected from animal and other disturbances. Plastic trash bags are not permitted to be stored outside a dwelling or other enclosed structure, but trash bags may be placed at the street side, available for trash pick-up, up to four hours prior to scheduled trash pick-ups. All Owners and their lessees and guests shall place their trash, garbage and refuse for pick-up in areas next to the interior streets and their Lot's entry driveways as designated from time to time by the trash pick-up service company under contract with the Association, or as may be designated from time to time by the Association's Board. Owners and their lessees and guests shall not put out trash, ashes, garbage or other refuse for pick-up prior to 5:00 p.m. on the calendar day preceding the day upon which same is to be picked up and removed, and shall ensure that empty trash receptacles are removed by midnight on the day of trash pick-up. The Association encourages Owners to arrange for neighbors to assist them in complying with this Section 1.34 whenever they plan to leave on vacation or are away from the Lot for other extended periods of time.

Section 1.35 Speed Limit in Putteet Hill. Subject to regulation by the City of Cresson or by amended traffic or safety rules adopted by the Association's Board of Directors, speed limits, initially designated by the Association shall be thirty (30) mph on the subdivision's interior streets, and shall be as otherwise designated in Rules adopted periodically by the Board, following any required prior approval of the City of Cresson.

Section 1.36 Vehicles. All vehicles on the Property, whether owned or operated by the residents or their families and guests, are subject to this Section and Rules as adopted by the Board. The Board may adopt, amend, and repeal rules regulating the types, sizes, numbers, conditions, uses, appearances, and locations of vehicles on the Property. Vehicles must be parked in the garage, driveway or carport of the vehicle owner's Lot. Vehicles shall not be parked on any non-paved portion of any Lot. The Board may cause the removal of any vehicle in violation of the Rules without liability to the Owner or operator of the vehicle.

Section 1.37 Prohibited Vehicles. Except for drop-offs and pick-ups of people or materials, or as authorized by the Association in special circumstances for special events, no trucks, trail bikes, motorcycles, recreational vehicles, motor homes, motor coaches, campers, trailers, boats or boat trailers, marine craft, hovercraft, aircraft, ATV, bus, commercial truck cabs, or similar vehicles shall be parked, stored or in any manner kept or placed on any private street in the Putteet Hill subdivision, or on any portion of a Lot other than in an enclosed garage or carport, or in any other auxiliary structure approved by the Architectural Control Committee.

However, invited guests visiting permanent residents of Putteet Hill in customary personal passenger vehicles shall be permitted to temporarily park in the driveways of the host resident's Lot during the day, evenings, or overnight for up to seventy-two (72) hours during any month.

Without prior written Board approval, no vehicles which are not customary personal passenger vehicles, and any vehicle or equipment, or unregistered automobile or truck, which the Board deems to be a nuisance, unsightly, or inappropriate, may be parked for storage in a driveway, or on any street in the Putteet Hill subdivision, or on any portion of a Lot other than in an enclosed garage or carport, or in any other Accessory building approved by the Architectural Control Committee.

As an exception to this prohibition, and subject to compliance with all other parking rules, recreational vehicles, motor homes, and travel trailers shall be permitted to temporarily park in an Owner's driveway during loading and unloading for up to seventy-two (72) hours per stay, but no more than twenty (20) days total per calendar year. No such vehicle shall be used as a residence or office temporarily or permanently.

Vehicles that transport inflammatory or explosive cargo, except those used by a Builder during the construction or repair of improvements, are prohibited from the Property at all times.

Nor shall this restriction apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a residence in the immediate vicinity. This restriction shall not be deemed to prohibit commercial and construction vehicles in the Putteet Hill subdivision in the ordinary course of business from making deliveries or otherwise providing service to the Property or for the construction of homes or other improvements on the Lots of Owners.

No work on automobiles or other vehicle repair shall be permitted to be performed in any visible or exposed portion of the Property except in emergencies. The Board may effect the removal of any vehicle in violation of the Declaration or these Rules without liability to the Owner or operator of the vehicle.

Vehicles may only park in the private streets within the Putteet Hill subdivision with special written permission from the Board or its designated representative on special occasions. For traffic safety, vehicles authorized to park in the private streets within the Putteet Hill subdivision must only park on the right side of the street, facing in the same direction of traffic on that side of the street.

Section 1.38 Abandoned, Inoperable or Oversized Vehicles. Except as permitted by Section 1.37 above, no abandoned or inoperable automobiles or oversized vehicles shall be stored or parked on any portion of the Property. "An abandoned or inoperable vehicle" shall be defined as any vehicle, which has not been driven under its own propulsion for a period of two weeks or longer; provided, however, this shall not include vehicles parked by an Owner while on vacation. "Oversized" vehicles, for purposes of this Section, shall be a vehicle, which is too high to clear the entrance to a residential garage. A written notice describing the abandoned or inoperable or oversized vehicle and requesting its removal may be personally served by the Association or its designated agent upon the Owner or posted on the unused vehicle. If such vehicle has not been removed within 72 hours after notice has been given, the Association shall

have the right to remove the vehicle without liability, and the expense of removal and any storage expenses, plus a fine, shall be charged against the Owner.

Section 1.39 Use of Driveways Rules. The driveway portion of a Lot may not be used for any purpose that interferes with its ongoing use as a route of vehicular access to the garage or to the principal dwelling, the guest dwelling or the auxiliary building. Without the Association's Board's prior approval, a driveway may not be used: (1) for outdoor storage purposes, including storage of RVs, boats, camper trailers, jet skis, trailers, trucks, commercial vehicles, tractors, mowers and related landscape maintenance equipment, inoperable vehicles, and other types of similar vehicles and equipment; or (2) for repair or restoration of vehicles, boats, or trailers. Vehicles shall not be parked on any non-paved portion of any Lot.

Section 1.40 Parking and Auto Repair. Except as otherwise permitted in Sections 1.37, 1.38, 1.39 above and in this Section 1.39, or as authorized in writing by the Association's Board of Directors or the Board's designated representatives, no automobiles or vehicles of any kind owned, leased, or otherwise under the ownership or lease control of the permanent Member residents or permanent lessee residents of a Lot in the Property (herein referred to as the "Permanent Residents"), shall be parked in any of the private streets or upon any portion of the Property except within the Permanent Residents' garages or paved driveways.

Violations of these Parking and Auto Repair rules are enforceable by and in the discretion of the Association's Board of Directors or the Board's designated representatives by towing of the violating vehicles without notice and without liability for trespass or any other liability connected with towing the vehicle. The Association Board is further authorized to impose discretionary fines against the Member and the Member's property in Putteet Hill, Phase One and against any Member's Lessee for any violation of these Parking and Auto Repair rules.

Section 1.41 Trailers, Recreational Vehicles, Boats. All trailers, travel trailers, tractors, graders, recreational vehicles (RVs), ATV'S, boats, campers, wagons, buses, motorcycles, motor scooters, and lawn and garden maintenance equipment shall be kept at all times, except when in actual use, in a covered enclosed structure.

Section 1.42 Swimming Pools. For ACC approvals of swimming pools, see Section 1.24 above. Above ground pools are expressly prohibited. The City of Cresson should be contacted by the Lot owner to determine safety requirements for all swimming pools and surrounding pool fencing. All owners and residents must comply with all pool operation, fencing and other safety requirements of the City of Cresson and all other applicable governmental authorities.

Pools may not be backwashed into drainage ditches, drainage-ways, streets, or other portions of the Common Property. All backwash water is to be retained on the Owner's Lot. If necessary, a trench should be dug and filled with rocks ("French drain") to provide for the needed on-site water drainage capacity.

Section 1.43 Operations of Tennis Courts and Basketball Goals. For ACC approvals, see Sections 1.24 and 1.25 above. Tennis courts are not expressly prohibited by the Architectural Control Committee, but shall only be allowed in approved locations on certain Lots

to avoid becoming a disturbance or nuisance to residents of neighboring Lots. Except as may otherwise be permitted by the Board from time to time in special circumstances without creating precedent that must be followed in the future, the hours of tennis play or other use of any tennis court shall be limited to be from 9:00 a.m. until 10:00 p.m. daily.

Portable basketball goals may not be set up or in play any closer than thirty feet (30') from any Private Street in the Putteet Hill Subdivision. Otherwise, basketball goals which are freestanding and portable shall be permissible when in use during play on any Owner's Lot during daylight hours from 9:00 a.m. until 10:00 p.m. daily, but must be removed from the street-front to the home area of a Lot or from any other location on a Lot where they are visible from any Private Street when not in play. The Association's Board of Directors may in their discretion extend the "not in play" rules in special circumstances without creating precedent that must be followed in the future.

Section 1.44 No Outside Clotheslines. No laundry or wash shall be dried or hung outside on any Lot.

Section 1.45 Firearms and Explosives. Hunting, shooting, or the discharge or use of firearms, crossbows, or bows and arrows for hunting purposes, or explosives of any kind other than in construction approved by the Declarant or the Association, are not permitted anywhere on or from the Property. No deer, hogs, fox, squirrel, rabbit, turkey, duck, dove, quail, or other wild animal or fowl may be hunted. Firearms and other lethal weapons may only be utilized as a last resort for protection of life or property in accordance with any current and applicable City of Cresson, State and Federal laws. The discharge of a firearm for the protection of life or property, such as for example only shooting a poisonous snake on a Lot shall be conducted at Owners' sole risk and liability.

Section 1.46 Outside Burning and Prohibited Fireworks. There shall be no exterior fires, except barbeques, outside fireplaces, braziers, and other incinerator fires contained within facilities or receptacles, and except in areas designed and approved by the Association. The discharge or display of fireworks in the community is discouraged, and shall not be permitted within 300 feet of a home occupied by a U.S. Military Veteran or occupied by families with children under the age of 10, if such resident has notified the Board of opposition to the discharge of fireworks within 300 feet of such resident's home. Fireworks shall only be permitted on Owners' Lots on Board approved holidays and during special events requested in writing by Owners and approved in writing by the Board, subject to conditions. Any such activity shall be conducted at Owners' sole risk and liability. By example, the Board could ban the discharge or display of fireworks in the community between the hours of 1:00 a.m. and 8:00 a.m. No Owner shall permit any condition upon its portion of the Property, which creates a fire hazard or is in violation of fire prevention regulations. The discharge or display of fireworks shall be permitted on the Common Property with the Association Board's written consent of each individually approved fireworks activity, subject to adult supervision and all other safety requirements imposed by the Board and the City of Cresson. Violations of these restrictions shall be subject to enforcement as a nuisance subject to a fine established by the Board of Directors.

Section 1.47 Obstructions. There shall be no obstruction of any Common Property or walkways or interference with the free use of those areas except as may be reasonably required in connection with repairs. The Owners, their family, lessees, guests, and invitees, are granted nonexclusive easements to use the Common Property and pedestrian walkways within the Property. That use shall be subject to the Association Rules & Regulations adopted from time to time. The Association shall promptly take such action as may be necessary to abate or enjoin any interference with or obstruction of Common Property or pedestrian walkways, and the Association may specially assess a penalty fine against the Owners or other person responsible for the interference.

Section 1.48 Camping and Picnicking. No camping or picnicking shall be allowed within the Common Areas of the Subject Property or within 100 feet from the street front of any residential Lot. Recreational family camping or picnicking shall be prohibited within the dwellings' front or side yards of the Lots. The Association, in its discretion, may ban or permit public assemblies and rallies within the Property.

Section 1.49 Restrictions on External Lighting. External lights which have been permitted by the Architectural Control Committee to be on the external walls of garages, on roofs, or on the eaves, external walls, porches, or other external areas of any house must be no more than 100 watts and be recessed under roofs or eaves and shielded so that all light is reflected upward or downward, not shining on neighbor's Lots or houses or into the private streets or traffic. No mercury or halogen lights will be permitted.

Low-voltage lighting is permitted in planted areas to up-light plants, trees, or walls provided that such lighting does not shine on neighbor's Lots and houses. Such lights must be switch-operated, either manually or by electronically controlled (timed) switches.

PUTTEET HILL POLICIES

Section 1.50 Association Does Not Insure. Each Owner is solely responsible for insuring the home, Lot, and all personal property located within the home or otherwise located on the Lot, including home furnishings and motor vehicles. Personal property placed in or on the home or Lot shall be solely at the risk of the resident and the owner of such personal property. The Association urges owners and residents to purchase insurance on their home, Lot, and personal belongings.

Section 1.51 Drainage. Without approval in writing by the Architectural Control Committee, no Owner shall do or permit work, construct any improvements, or install any landscaping, or suffer the existence of any condition whatsoever which shall alter or interfere with the drainage pattern for the Property, except as an alternative and drainage pattern is planned and completed which does not increase the natural storm water drainage flow from the Owner's Lot onto a neighboring Lot. Lot Owners, their engineers and building contractors are solely responsible for the design and construction of building foundations and the design, excavation, grading and installation of the Lot's storm drainage to avoid increasing the natural storm water drainage flow onto any neighboring Lot.

Section 1.52 Leasing. Any Owner shall have the right to lease its home, subject to the provisions in the Protective Covenants and subject to the following conditions:

A. All leases shall be granted only to single families, limited to no more than six (6) immediate family members occupying any home in the Putteet Hill Subdivision. All leases shall be in writing and shall be for a term of no less than six (6) months, but no longer than twelve (12) months; and a copy of the lease must be provided to the Association with confidential, personal information (such as Social Security numbers and Driver's Licenses) deleted;

B. The lease shall be specifically subject to these Rules and Regulations, and the Association Articles of Incorporation, Bylaws, and the Protective Covenants as they may be amended from time to time (collectively, the "Governing Documents");

C. Lot Owners (Association Members) must provide the Association and its professional Manager with the names, phone numbers and email addresses of all tenant adults occupying a leased home in the Putteet Hill Subdivision;

D. The Association shall have the discretionary right and authority to terminate any Lease for tenant violations of the Governing Documents following ten (10) days' notice of violations that are not cured to the satisfaction of the Association by the occupants or by the Owner within that ten (10) days; and

E. An Owner shall be liable for any violation of the Property documents committed by the Owner's tenants or guests, without prejudice to the Owner's right to collect any sums paid by the Owner on behalf of the tenant or guest.

Section 1.53 Home Business, Profession or Hobby Uses. The use of a Lot is limited exclusively to residential purposes or any other use permitted by the Declaration or these Rules & Regulations. No activity whether for profit or not, shall be conducted on any Lot which is not related to single family residential purposes, unless said activity meets the criteria below. No Owner, Resident or Member shall conduct, transmit, permit or allow any type or kind of home business or home profession or hobby on any Lot or within any residence which would:

A. attract automobile, vehicular or pedestrian traffic to the Lot;

B. involve lights, sounds, smells, visual effects, pollution and the like which would adversely affect the peace and tranquility of any one or more of the Residents within the Putteet Hill Phase One Subdivision. The use of outdoor mercury lighting is expressly prohibited, and a Lot's outdoor lighting must not allow a beam or bright light to be directed into the windows of another residence, nor may an outdoor lighting beam or bright light be allowed to be directed into any street in the Putteet Hill Phase One Subdivision. All residents must exercise reasonable care to avoid making or permitting noises to be loud, disturbing, or objectionable, and to avoid making or permitting noxious odors, that are likely to disturb or annoy residents of neighboring Lots. The Association's Rules may prohibit the use of loud, disturbing, or objectionable, noise-producing, security devices and wind chimes; or

C. require any signage. Any such advertising signs are prohibited. This restriction is waived in regard to the customary sales activities required to sell townhomes in the Putteet Hill Phase One Subdivision.

This residential rule does not, however, prohibit a resident from working remotely from home for a third party employer or for personal business or professional pursuits provided that: (1) the uses are incidental to the use of the dwelling as a residence; (2) the uses conform to applicable governmental ordinances; (3) there is no external evidence of the uses; (4) the uses do not entail visits to the Lot by employees or the public in quantities that materially increase the number of vehicles parked on the Street; and (5) the uses do not interfere with residents' use and enjoyment of neighboring Lots.

Section 1.54 Signs. No signs of any kind, except as specified in the Protective Covenants or in these Rules & Regulations of the Association, shall be displayed to the public view on or from any portion of the Property, except those signs approved by the Association or required by law. This provision does not prohibit the display of Political Signs, which may be displayed in accordance with Texas Law.

No sign of any other kind shall be displayed to the public view on any Lot except one (1) professional security system sign of not more than one (1) square foot, and one (1) sign conforming to the rules of the Association and approved in writing by the Association's Architectural Control Committee of not more than six (6) square feet, advertising the Lot for sale or for rent, and signs used by a Builder, and an Architect, and approved suppliers to advertise during the Lot's home or improvements construction and sales period.

No other sign or unsightly object may be erected, placed, or permitted to remain on the Property or to be visible from windows in the dwelling without the Board's prior written approval. The approval of the Association's Board or the Board's designated representatives, including the Architectural Control Committee, may specify the method of display, the location, nature, material, appearance, dimensions, number, and time period of display of any sign or object. The Board, or its designated representatives, may effect the removal of any sign or object that violates this Rule 1.53 or which the Board, or its designated representatives deem inconsistent with neighborhood standards without notice and without liability for trespass or any other liability connected with the removal.

The posting of a sign anywhere in the Putteet Hill Subdivision which the Association Board or its designated representative deems in their sole discretion to be personally offensive toward or against any Member or resident of Putteet Hill shall be a violation of these rules and may be enforced by the Association Board or the Board's designated representatives as a Nuisance under the Section 1.31 Nuisance Rule above, as may be amended from time to time.

Section 1.55 Flags and Flagpoles. Subject to the provisions of the Texas Property Code Chapters 202 and 209 et seq., also known as the Texas Residential Property Owners Protection Act, which permit the display of flags, no flags or flagpoles of any kind, except as specified in the Rules and Regulations of the Association, shall be displayed to the public view on or from any portion of the Property, except those flags and flagpoles approved by the Association or such flags as are required by law.

Property Owners and Lessees may, except as otherwise provided in this Section 1.5, display: (1) the flag of the United States of America; (2) the flag of the State of Texas; or (3) an official or replica flag of any branch of the United States armed forces.

Such flags shall be displayed in accordance with the following:

- A. **United States Flag.** The flag of the United States shall be displayed in accordance with 4 U.S.C. Sections 5-10;
- B. **State of Texas Flag.** The flag of the State of Texas shall be displayed in accordance with Chapter 3100, State of Texas Government Code;
- C. **Flag Display Materials.** A flagpole attached to a dwelling or a freestanding flagpole, and shall be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling and the neighborhood, as determined in the sole discretion of the Architectural Control Committee;
- D. **Flag Display Location.** The display of a flag, or the location of the supporting flagpole, shall be situated no closer to the street than twenty feet (20') from the front exterior wall of the home, and shall comply with applicable zoning ordinances, easements, and setbacks of record;
- E. **Flag and Flag Display Maintenance.** A displayed flag and the flagpole on which it is flown shall be maintained in good condition. Any deteriorated flag or deteriorated or structurally unsafe flagpole shall be repaired, replaced, or removed;
- F. **Number, Size and Location.** Property Owners may install no more than two flagpoles on their property at a maximum height of not more than 20 feet, located either in the approved area of the front yard or in the back yard of the home; and the length (distance between the two bottom corners) of each flag shall be no less than one quarter the height of the flagpole, and no greater than one-third the height of the flagpole (fractions may be rounded up or down at Owners' discretion). For example, for a 20' flagpole, the length shall be no less than 5' (ex: 3' by 5'), and not greater than 7.7' rounded down to 7' (ex: 4.5' by 7');
- G. **Flag Illumination.** Lights used to illuminate a displayed flag shall be limited to no more than two lights focused on the flag, installed within 20 feet of the flagpole with an intensity sufficient to properly illuminate a displayed flag without being overly bright. Such lights shall be directed at the flag in such a manner as to not shine on any structures or windows on adjacent property, or toward any street or vehicular traffic;
- H. **Flag Noise Abatement.** Property Owners and Lessees shall take the necessary steps to abate noise caused by any flag or flagpole, be either abating the noise caused by an external halyard blowing against the flagpole or by having a flagpole with an internal halyard;
- I. **No Flags in Common Areas by Property Owners or Lessees.** Neither Property Owners nor Lessees shall be permitted to locate or display a flag or flagpole on property that is owned or maintained by the Putteet Hill Homeowners Association, or owned in common by the Members of the Association;

Section 1.56 Solid Waste Composting of Vegetation. Per Section 202.007 of the Texas Property Code, composting of grass clippings, leaves or brush, or leaving grass clippings uncollected on grass is authorized provided that the composting device is not located on the side or front of a house or any other area that is visible from a street, another Lot, or a Common Area.

Appropriate steps must be taken to prevent any noxious odor from emanating from the composting device.

Section 1.57 Rain Barrels or a Rainwater Harvesting System. Per Section 202.007 of the Texas Property Code, rainwater collection systems, and their barrels and water storage tanks are authorized, provided that the barrel, storage tank, and other system component is of a color consistent with the color scheme of the Property Owner's home and does not display any language or other content that is not typically displayed by such a system component as it is manufactured. The catchment system shall be of a size no larger than is normally found on Lots of similar size, and all materials including a rain barrel, rainwater harvesting device, water storage tank, or other appurtenance shall be located and screened, as necessary, to avoid being visible from a street, another Lot, or a Common Area. The Architectural Control Committee may require the rain barrel, water storage tank, rainwater harvesting device, or other appurtenance to be located underground or screened from view from a street, another Lot, or a Common Area.

Section 1.58 Implementation of Efficient Irrigation Systems. Per Section 202.007 of the Texas Property Code, the Association authorizes the installation of efficient irrigation systems, such as underground drip and other drip systems. In general, irrigation may be provided manually by water hoses, or automatically with pop-up sprinkler systems, underground drip systems, other drip systems or a combination thereof. No sprinkler heads shall be allowed to be installed within five feet (5') of any Subdivision road.

Section 1.59 Solar Energy Devices. Per Section 202.010 of the Texas Property Code, solar energy devices may be installed on common property or Owner's Lots unless:

- A. As adjudicated by a court, the device threatens the public health or safety, or violates a law;
- B. It is located on property owned or maintained by the Putteet Hill Homeowners Association, or on property owned in common by the Members of the Association, unless approved by the Association;
- C. It is located in an area on the Lot other than on the roof of the home or another approved structure or in a fenced yard or patio owned and maintained by the Lot Owner out of public view.
- D. If mounted on the roof of the home:
 - (i) it may not extend higher than or beyond the roofline;
 - (ii) it must conform to the slope of the roof and have a top edge that is parallel to the roofline;
 - (iii) it may not have a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace.
 - (iv) it must be installed in an area approved by the Architectural Control Committee, unless an alternate location increases the estimated annual

energy production of the device, as determined by using a publicly available modeling pool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the device if located in an area designed by the Architectural Control Committee.

- E. if located in a fenced yard or patio, the device shall not be taller than the fence line and must be screened from view from any street, neighbor's Lot, or any common area.
- F. The device, as installed, must not void material warranties.
- G. The Association or the Architectural Control Committee shall not withhold approval for installation of a solar energy device if the above provisions are met or exceeded, unless the Association or Committee determines in writing that placement of the device as proposed constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The written approval of the proposed placement of the device by all Property Owners of adjoining property constitutes prima facie evidence that such a condition does not exist.

Section 1.60 Display of Certain Religious Items. Per Section 202.018 of the Texas Property Code, Owners or residents may display or affix on the entry to the Owner's or resident's dwelling one or more religious items the display of which is motivated by the Owner's or resident's sincere religious belief.

- A. Such religious items shall not:
 - (i) Threaten the public health or safety;
 - (ii) Violate a law;
 - (iii) Contain language, graphics, or any display that is patently offensive to a passerby;
 - (iv) Be in a location other than the entry door or door frame or extend past the outer edge of the door frame of the Owner's or resident's dwelling; or
 - (v) Individually or in combination with other religious items displayed or affixed on the entry door or door frame have a total size of greater than 25 square inches.
 - (vi) Except as provided above, Owner's or resident's may not use a material or color for an entry door or door frame or make an alteration to the entry door or door frame that is not authorized by the Association or Architectural Control Committee.
 - (vii) The Owners Association may remove an item displayed in violation of the above rules.

PUTTEET HILL MAINTENANCE RULES

Section 1.61 Lot Owner's Duty of Maintenance. Except as provided for the "Natural Areas" of Vacant Lots in Section 1.68 for Vacant Lots Maintenance, every Owner of a Lot with a Dwelling has the following joint and several responsibilities and obligations, at their sole cost and expense, to keep the Lot's Street Right of Way (ROW), the Lots and yard, and the home in a well-maintained, safe, clean and attractive condition at all times, and to maintain, repair, and replace the property, subject to the architectural control requirements and the use restrictions of the Declaration. "Yards" means all parts of the Lot other than the dwelling, including fenced and unfenced portions of the Lot. The "Maintenance Area of Yards" required in this Section 1.61 shall include the Lot's street ROW to the edge of the pavement to the Lot's street-front boundary, plus the first two hundred, fifty feet (250') from the street front of the Lot. The remaining areas (referred to herein as "Natural Areas") of a Lot may be maintained in a natural state of vegetation growth, except that brush piles, logs trash and unsightly or hazardous debris must be removed, and such Natural Areas must be maintained to avoid fire hazards and nuisance issues with infestations of snakes, rats, skunks and other vermin and pests. The "Maintenance Area of Yards" includes, but is not limited to the following:

- A. Mow to prevent grass in the lawns and weeds in the plant beds from exceeding six inches (6") in height; edge, weed-eat, trim and otherwise maintain the "Maintenance Area of Yards" (defined above) of all yards of Owner's Lots at regular intervals; blow grass and weed cuttings off the street, sidewalks and driveways, and away from flower and shrubbery beds and porches and patios; and prune and maintain an attractive appearance for all trees, shrubs, flowers, other plant material, and all landscaping features and artifacts that are visible from a street, and maintain plant beds and yard sprinkler systems on Owner's Lots at such Owner's cost at a level, to a standard, and with an appearance that is commensurate with the neighborhood.
- B. Replace plant material, as needed, to maintain the minimum landscaping requirements prescribed by the Association.
- C. Screen plant vegetable gardens from being visible from a street.
- D. Regularly water sufficiently to keep grass and plant material alive.
- E. Support the Association's maintenance of an attractive ground cover or lawn on all Common Areas and all yards on Declarant-owned Lots visible from a street. Owners are encouraged to take pride in the Putteet Hill Phase One community by avoiding littering at all times and assisting in the removal of litter and trash in all these areas, and promptly removing from the exterior of Owner's Lot and from sight all litter, trash, debris, refuse and wastes.
- F. Support the Association's edging and trimming of the Common Areas and on all the Declarant-owned Lots along the street curbs, and front and back yard perimeter edges at regular intervals.
- G. Support the Association's mowing of the Common Areas and all the yards and lawns on all the Declarant-owned Lots at regular intervals.

- H. Keep Owner's exterior lighting and mechanical facilities in working order;
- I. Keep Owner's driveways in good repair;
- J. Promptly repair damage to Owner's improvements visible to the public;
- K. Comply with all government health and policy requirements.

Section 1.62 Avoid Damage. An Owner may not do any work or fail to do any work which, in the reasonable opinion of the Board, would materially jeopardize the soundness and safety of the Property, reduce the value of the Property, adversely affect the appearance of the Property, or impair any easement relating to the Property.

Section 1.63 Responsible for Damage. An Owner is responsible for his own willful or negligent acts and those of his or the resident's family, lessees, guests, agents, employees, or contractors when those acts necessitate maintenance, repair, or replacement to the Common Areas or the property of another Owner.

Section 1.64 Owner's Default in Maintenance. If the Board determines that an Owner has failed to properly discharge his obligation to maintain, repair, and replace items for which the Owner is responsible, the Board may give the Owner written notice of the Association's intent to provide the necessary maintenance at Owner's expense. The notice must state, with reasonable particularity, the maintenance deemed necessary and a reasonable period of time in which to complete the work. If the Owner fails or refuses to timely perform the maintenance, the Association may do so at Owner's expense, which is an Individual Assessment against the Owner and his Lot. However, in case of an emergency, or where the health or safety of residents or guests in the Putteet Hill Subdivision are endangered, or in cases where the Association has given at least one previous written notice of a repeated or continuing violation of the Declaration restrictions or of the Rules & Regulations, the Board's responsibility to give the Owner written notice may be waived and the Board may take any action it deems necessary to protect persons or property or to enforce the Declaration restrictions or the Rules & Regulations, the cost of the action being at the Owner's expense.

Section 1.65 Party Wall Fence Encroachments & Easement. If the Party Wall Fence is on one Lot or another due to an error in construction, the fence is nevertheless deemed to be on the dividing line for purposes of this Article. Each Lot sharing a Party Wall Fence is subject to an easement for the existence and continuance of any encroachment by the fence as a result of construction, repair, shifting, settlement, or movement in any portion of the fence, so that the encroachment may remain undisturbed as long as the fence stands. Each Lot is subject to a reciprocal easement for the maintenance, repair, replacement, or reconstruction of the Party Wall Fence.

Section 1.66 Right to Repair Party Wall Fence. If the Party Wall Fence is damaged or destroyed from any cause, the Owner of either Lot may repair or rebuild the fence to its previous condition, and the Owners of both Lots, their successors and assigns, have the right to the full use of the repaired or rebuilt fence.

Section 1.67 Shared Party Wall Fence Costs. A Buyer who purchases a Lot without any existing fencing on the side or sides of the Lot next to the Lot subsequently purchased by Buyer and then installs a fence located on or near the dividing line between such Buyer's Lot and an adjacent Lot, without the written permission of the Owner of the contiguous Lot, must do so at such Buyer's sole expense. A subsequent Buyer of a Lot contiguous to a Lot with an existing fence located on or near the dividing line between the two Lots shall have no responsibility or liability to reimburse the Lot Owner who built the fence for any of the expense of construction, unless by written agreement between the Owner of the Lot with the existing fence and the Buyer of the contiguous vacant Lot. The subsequent Buyer of the vacant Lot next to the Lot with the existing fence shall be obligated to share in the general normal wear and tear maintenance of the existing party fence from the date of such Buyer's purchase of the vacant Lot; however, the Buyer of the vacant Lot shall have no obligation to share in the expense of repairing or replacing all or any portion of the fence for damages to the fence caused by an external force, whether caused by natural forces or caused by animals or man.

The Owners of adjoining Lots shall otherwise share equally the costs of repair, reconstruction, or replacement of the Party Wall Fence, subject to the right of one Owner to call for larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions. If an Owner is responsible for damage to or destruction of the fence, that Owner will bear the entire cost of repair, reconstruction, or replacement. If an Owner fails or refuses to pay his share of costs of repair or replacement of the Party Wall Fence, the Owner advancing monies has a right to file a claim of lien for the monies advanced in the Hood County's Deed Records and has the right to foreclose the lien as if it were a mechanic's lien. The right of an Owner to contribution from another Owner under this Article is appurtenant to the land and passes to the Owner's successors in title.

Section 1.68 Party Wall Fence Alterations. The Owner of a Lot sharing a Party Wall Fence may not cut openings in the fence or alter or change the fence in any manner that affects the use, condition, or appearance of the fence to the adjoining Lot. Unless both Owners reach a mutual decision to the contrary, the Party Wall Fence will always remain in the same location as where initially erected.

Section 1.69 Vacant Lot Maintenance. It is the Lot Owners responsibility to maintain his or her own Vacant Lot in an appropriate manner in compliance with Section 1.60 above, except as required therein for the "Maintenance Area of Yards" so as to maintain the high standards of the Putteet Hill Subdivision, as follows:

Every Lot Owner shall ensure their Vacant Lot is mowed, edged, and otherwise maintained in a clean and orderly manner to a height of grass and/or weeds not to exceed twelve inches (12") along the first thirty feet (30') front of the Lot from the street on a regular basis. The remaining areas (referred to herein as "Natural Areas") of a Lot may be maintained in a natural state of vegetation growth, except that brush piles, logs trash and unsightly or hazardous debris must be removed, and such Natural Areas must be maintained to avoid fire hazards and nuisance issues with infestations of snakes, rats, skunks and other vermon and pests.

Section 1.70 Appearance Maintenance. Both the Lot and each dwelling and any detached auxiliary building or any accessory structure must be maintained in a manner so as not

to be unsightly when viewed from the street or neighboring Lots. The Architectural Control Committee is the arbitrator of acceptable appearance standards.

Individual fines may be assessed by the Association any time the Association mows or otherwise cleans or maintains any Owner's Lot, including maintaining the first thirty feet (30') front of an Owner's Lot from the street as a result of the failure of the Owner of such Lot to mow, edge and otherwise maintain the Lot when the grass and/or weeds reach a height of twelve inches (12"). The Association must first send a courtesy notice of the violation by: (a) a first class letter to the registered address on the Association's records, or (b) by email to the registered email address on the Association's records, or (c) by phone call to the contact person and phone number designated by the property owner on the Association's records and give the owner five days to mow the property. If the Lot Owner fails or refuses to comply following the courtesy notice of the violation, the Association shall send a letter by verified mail (certified without a requested return receipt) sending notice to the Lot Owner that the Lot will be force mowed in ten (10) days by the Association at the Owners cost, plus an administrative fee, and possibly plus a fine determined in the sole and absolute discretion of the Association.

Section 1.71 Landscaping and Yard Maintenance. All landscaping of Lots with occupied homes owned by parties other than the Declarant shall be maintained by the Lot Owners in as neat and attractive condition as follows:

A. **Sprinkler Systems.** Lot Owners are responsible for maintaining and repairing the Lot's sprinkler systems and heads at the proper ground level of the Lot to allow good drainage off the Lot. And the Lot Owners are responsible for irrigating and otherwise watering their lawns and all plants and trees on their Lots, and for the prompt replacement of all dead or dying trees or plants on their Lot.

B. **Yards and Flower Beds.** Lot Owners are obligated to mow, trim, fertilize and otherwise maintain such Owners' or Residents' (including lessees') yards. All yards and/or flower beds must be properly maintained. If not, the Putteet Hill Homeowners Association may hire someone to take care of any necessary mowing, edging, weeding, etc. at the Lot Owners expense, plus an administrative fee and a fine if determined by the Association or the Association's professional Manager to be warranted.

C. **Common Areas and Yards owned by Declarant.** During the Development Period described in Appendix I of the Declaration, all Common Area grounds and all yard areas on every Lot owned by Declarant shall be regularly mowed, trimmed, fertilized and otherwise maintained by Declarant. Following the Development Period, all yard areas on every Lot not occupied by an Owner or Residents (including lessees) shall be regularly mowed, trimmed, fertilized and otherwise maintained by the Association. If any such Lot is owned by an Owner other than the Declarant, the maintenance of the Lot's yard areas by the Association shall be performed at the expense of the Lot's Owner.

D. **Holiday Decorations.** Temporary holiday decorations are permitted so long as they are installed no earlier than 15 days before the holiday and removed after not more than 15 days following the holiday. The Architectural Control Committee reserves the right to determine that holiday decorations are offensive, distasteful, unattractive or sufficiently inappropriate or otherwise unsuitable for the Property, as determined by and

in the sole discretion of the Association's Board to be a nuisance or annoyance, the Board may require the Owner to immediately modify or remove the offending decorations entirely, and be subject to an administrative fee and a fine if determined by the Association or the Association's professional Manager to be warranted.

E. **Yard Power Easement.** Further subject to the provisions in Appendix I, Declarant and the Association shall have a blanket "Yard Power Easement" on and over the yard areas of all Lots in the entire Property. If in the opinion of the Association's Board an Owner or Resident either violates the landscaping or other maintenance rules of this Declaration, or the ByLaws, or other rules promulgated by the Association's Board, or in the sole opinion of the Board causes or allows damage to occur to his yard, plant beds, tree, other landscaping, or sprinkler system, the Association may perform such landscaping or other maintenance which the Association deems appropriate at the offending Owner's or Resident's expense, and such Owner or Resident shall be liable for the cost of any maintenance, repair or restoration which may be performed by Declarant or the Association. The Owner of a Lot is liable to the Association for any expenses incurred by the Association in connection with enforcement of the landscaping and yard maintenance requirements of this Rule 1.62. No person may perform landscaping, planting, or gardening on the Common Area without the Board's prior written authorization.

Section 1.72 Swimming Pool Maintenance. All Owners and residents must comply with all City of Cresson pool safety requirements and all other applicable governmental authorities' rules and regulations. Pools, surrounding patios, pergolas, above ground pool pumps and equipment housing, retaining walls, screening landscaping, and pool safety fencing and gates must be maintained in good working order and in attractive condition. Pools may not be backwashed into drainage ditches, drainage-ways, streets, or other portions of the Common Property. All backwash water is to be retained on the Owner's Lot.

Section 1.73 Tennis Courts and Basketball Goals Maintenance. Tennis courts installed with the approval of the Architectural Control Committee, and their surrounding walkways, tennis nets, equipment storage housing, fencing and gates and landscape screening must be maintained in good and attractive condition. are not expressly prohibited by the Architectural Control Committee, but shall only be allowed on certain Lots. Except as may otherwise be permitted by the Board from time to time in special circumstances without creating precedent that must be followed in the future, the hours of tennis play or other use of any tennis court or tennis practice backboard shall be limited to be from 9:00 a.m. until 9:00 p.m. daily.

Permanently installed basketball goals and their nets must be maintained in good and attractive condition. Attachment of basketball goals, backboards and nets to walls or roofs of any structures is expressly prohibited.

SIGNED AND AGREED by:

PUTTEET HILL HOMEOWNERS ASSOCIATION, INC.,
a Texas non-profit corporation:

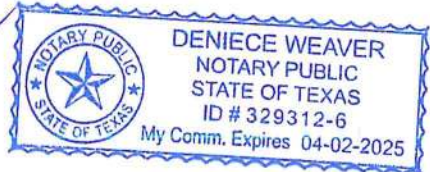
By: John Thomas Mercer By: Morris Duree
John Thomas Mercer, President Morris Duree, Treasurer

By: Dana Duree
Dana Duree, Secretary

STATE OF TEXAS §
COUNTY OF HOOD §

This instrument was acknowledged before me on this 4 day of May, 2021 by John Thomas Mercer, President, and Morris Duree, Treasurer, and Dana Duree, Secretary of Putteet Hill Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said company.

Deniece L. Weaver
Notary Public



CERTIFICATION

I, the undersigned, am the duly elected and acting Secretary of Putteet Hill Homeowners Association, Inc., Inc., a Texas non-profit corporation, and I do hereby certify that the within and foregoing Governing Document, known as the Rules & Regulations is hereby officially adopted by the Association.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this 4 day of May, 2021.
Dana Duree
Dana Duree, Secretary

After filing return to:

John Thomas Mercer,
Registered Agent
Putteet Hill Homeowners Association, Inc.
201 E. Pearl Street, Suite C206
Granbury, Texas 76048