

Fairways of Sherrill Park HOA Summary of Key CE&R Declaration Provisions

November 7, 2017

The purpose of this document is to summarize commonly referenced sections of the [Third Amended and Restated Declaration of Covenants, Easements, and Restrictions for the Fairways of Sherrill Park Subdivision](#), which became effective November 19, 2015 (the “CE&R Declaration” or “Declaration”). The full CE&R Declaration is long and full of legalese, as is necessary because of its status as a binding legal document. Our intention here is to cut through the provisions that are rarely referenced by Members so that important information can be easily located. However, *any discrepancy between this summary and the actual filed CE&R Declaration shall be governed by the Declaration*. If you would like to better understand these or other sections please contact a Board member. Citations in brackets refer to the corresponding section in the full Declaration. Most capitalized terms herein are defined in the Declaration. Most colored and underlined phrases contain hyperlinks to the referenced document.

Introduction

All of the Subdivision and any interest therein (i.e. individual Lots and Residences) shall be held, sold, and conveyed subject to the terms of the CE&R Declaration, which is binding on and inures to the benefit of all Owners having right, title or interest in any property in the Subdivision. [see Page 2, bottom]. *Translation: Ours is a **mandatory HOA**. All Owners are Members and subject to the terms of the CE&R Declaration.*

Article III (Use and Occupancy Restrictions)

Each Residence in our neighborhood shall be **used exclusively by a single Household**, subject to any legal requirement that other Occupants be permitted, if such alternative occupancy has been requested and approved. [See 3.1(a), 3.1(d), and the definition of Household]. Certain uses are specifically permitted (see definition of Permitted Business Use), while others are specifically **not permitted**: (e.g. raising livestock, domestic or wild animals for breeding or selling; nonresidential activities or purposes (e.g. transient residence, transitional housing, party venues, vacation rentals); Leasing unless landlord complies with the CE&R Declaration [See 3.1(b)].

No Alterations, including a building, fence, or wall, shall be commenced before approval is received from the Architectural Control Committee (“ACC”). See the summary of Article VIII below. [3.3]

Signs are limited to: For Sale (*NOT For Lease/Rent*); certain political signs 90 days before and 10 days after an election; certain school spirit signs; security service signs and stickers; any other sign approved by the ACC. Contractor, Service Provider, For Lease, and others not specifically permitted are prohibited unless approved by the ACC. [3.6]

Parking. The Board may adopt and enforce parking policies similar to ordinances of the City of Richardson, but as of 11/2017 the Board had not adopted any such policies. The city owns and regulates the streets. [3.12]

Leasing. *Leasing of Residences is not permitted unless the Owner/landlord fully complies with the CE&R Declaration*, primarily 3.15 and Article VIII(B). All known landlords have been provided more complete detail. Highlights include, but are not limited to: Lease for residential purposes only; Occupants must be a **single Household**; Occupants must lease the entire property (no single room leases/rentals); **not more than 2 unrelated adults** in addition to those Occupants related to each other; lessee is bound by the CE&R Declaration and landlord must provide a copy to lessee; no sublease; term at least 1 year; Owner has

[registered with the city](#); Owner must annually provide [representation to the Association](#) that it complies with CE&R Declaration terms. The HOA does NOT receive or review Leases. [3.15]

Yard Maintenance. “All front, side and rear yards shall be neatly and carefully maintained”. This is reiterated later in the document [3.19]

Fences and Retaining Walls. *This is one of the most clearly stated, but most commonly overlooked, covenants.* No fence or retaining wall shall be erected or located on any Lot without the prior written approval of the ACC. Generally fences are limited to 6’ (or 8’ along alleys), but exceptions are permitted with ACC approval. [This covenant](#) applies to fence and retaining wall replacements. ***If you are going to build or replace a fence, please provide details to, and get prior written approval from, the ACC.*** [3.21]

Roofing Materials. Most homes now have composition shingles, but other materials are specifically permitted. More detail is at [this link](#). The color must be “weathered wood” unless an alternative is approved by the ACC. ***If you plan to replace your roof, please provide details to, and get prior written approval from, the ACC.*** [3.24]

Flags/Flagpoles/Wind Turbines/Solar Panels. The Board may establish rules and policies that comply with State law. In 2011 the Board did approve [policies](#), which are posted on the HOA website at [this link](#). Please request ACC approval before beginning installation. [3.32, 3.33]

Article VII (Duties and Powers of the Association)

The affairs of the Association are conducted by the Board of Directors, selected in accordance with the governing documents [7.1]. The Board may, but is not required to, enforce the provisions of the Declaration by appropriate means. [7.15 and this link to [Enforcement Policy](#)] The initiation of foreclosure or any other court action against an Owner requires approval of 67% of Board members following a public meeting of Members to discuss. [7.15(b)]

Article VIII (Operating Committees)

A. Architectural Control Committee (“ACC”)

Any building, structure, or improvement of any nature visible from any public street (excluding alleys) or Common Area, including remodeling, reconstruction or landscaping, must be approved in writing in advance by the ACC. The [ACC form](#) necessary to submit plans for approval is available on the last page of this document and on the HOA website via [this link](#). Generally, without limitation, the ACC will consider location of the proposed work; conformity and harmony of external design, color, and texture with existing structures and landscaping; quality of materials. [8.4]

The HOA may require unapproved work to be restored to its original state if it does not conform to the Declaration or was not prior approved. [8.6] Upon submission of a written request, the ACC may, in its sole discretion, approve work that is in variance from established architectural standards. See [excerpt from Declaration at this link](#). **Decisions of the ACC may be appealed to the HOA Board.** [8.6, 8.8, 8.9]

B. Homeowner Advocacy Committee (“HAC”)

The HAC ***deals primarily with landlords and non-conforming property uses.*** All known landlords have been provided detail regarding compliance, which is primarily defined in Section 3.15. Landlords must annually update their [written representation to the HOA](#) that they and their tenants are in compliance. The HOA doesn’t receive or review leases. Upon submission of a written request, the HAC may permit an Owner the

use or occupancy of a property in variance from any established neighborhood occupancy standards (“Reasonable Accommodation”). Any action of the HAC is appealable to the Board [8.10 to 8.20]

Members of the ACC and HAC are appointed by the Board, usually from Members of the HOA. Any HOA Member interested in being appointed should advise the Board. [8.1, 8.10]

Article IX (Obligations of Ownership)

Owner Maintenance. Owners must maintain their properties, including but not limited to: regular lawn mowing; tree and shrub pruning; water landscaping (subject to an approved xeriscape plan); **keep lawn and garden areas alive, weed free, and attractive**; repair exterior damage; repaint as needed (with ACC approval) [9.1(a)]. The HOA has authority to (but never has in recent memory) enter a Lot and make corrections [9.1(b)].

Article X (Maintenance and Assessments)

Owners are required to pay Assessments. By accepting a deed, Owners are deemed to have agreed to pay Assessments. [10.1(a)] Assessments are due by January 1 of each year, and are delinquent after January 15 (extended to January 30 in [Assessment Collection Policy](#)). The Board shall set the amount of the annual Assessment 30 days prior to January 1 in an amount not greater than 120% of the preceding year. [10.1(b)]

Definitions Referenced Above

“**Household**” shall mean a domestic unit that resides in and shares in common a single dwelling unit and consists of one or more individuals related by blood, marriage, adoption, or recognized legal union or guardianship, and **not more than two unrelated adult individuals**. The term shall further encompass the Occupants of any Household Care Facility or any other domestic unit whose use of the Lot as such has been approved pursuant to Article VIII.

“**Permitted Business Use**” shall mean use by a Trade or Business where: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Residence; (ii) the business activity conforms to all zoning requirements and other restrictive covenants applicable to the Subdivision; (iii) the business activity does not involve visitation to the Residence by employees, clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Subdivision; and (iv) the business activity is consistent with the residential character of the Subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision, as may be determined at the Board’s sole discretion.

Hyperlinks included above are available if you open this document on a computer. An electronic version is available on this page of the HOA web site: <http://www.sherrillpark.com/NEWForms.html>



Fairways of Sherrill Park

Application for Architectural Control Committee (ACC) Approval

Name of Homeowner's Association: Fairways of Sherrill Park

Please complete this form and attach a comprehensive diagram of the proposed property modification (or request for a variance) and send to the following:

After completion, either mail all documents, or scan and email.

Mail to:

Neighborhood Management Inc.

P.O. Box 1567
Allen, TX 75013

Email to:

nmi@neighborhoodmanagement.net

Approval or disapproval notice will be given with the guidelines established in the current ACC guidelines.**

Name	Evening Phone
Address	Cell Phone
Day Phone	Email

Check any that apply and describe as provided below

- Home Addition Driveway/New Extension Garage Door Shutters Outbuildings
- Exterior Design Fence Stain Extra Landscaping Play Structure
- Exterior Paint Fence Replacement Pool Rear Patio Modification/Deck
- Retaining Wall Satellite Dish Roof Replacement/Alteration Screening/enclosure
- Other: Describe below

Is this a re-submittal? Yes No Is this request for a variance? Yes No

Description (Please attach extra sheet if needed to fully explain and document)

Attachments (Initial sketches, contractor proposals, plans and specifications are required, all color changes require a sample)

Tell us what supporting documents you are including.

<input type="checkbox"/> Plans Sealed and Signed By Professional Contractor	<input type="checkbox"/> Revised Plans/Specifications	<input type="checkbox"/> Lot Survey
<input type="checkbox"/> Color Plans/Samples	<input type="checkbox"/> Materials Designation Plan/Samples	<input type="checkbox"/> City Permit

Est. Start Date:	Est. End Date:
Owner's Signature:	Owner's Signature:

AGREEMENT: By my signature above, I certify all information, data, and supplemental materials submitted in this application are complete, true and correct. I understand and agree no work may be performed prior to receipt of written ACC approval. I further understand that there may be no deviation from the terms of the written ACC approval; all deviations must be corrected at the homeowners' expense. I agree to be bound by the Association Rules, Regulations and standards. I certify my Association dues account is current and I have no outstanding fines or penalties and I am responsible for obtaining any necessary permits from the appropriate City Building and Zoning Departments.

****UNTIL YOU RECEIVE A CONFIRMATION EMAIL FROM THE APPROPRIATE ASSOCIATION MANAGER, THIS APPLICATION WILL NOT BE CONSIDERED RECEIVED.**