



The Fairways of Sherrill Park

Homeowners Association

Fairways of Sherrill Park Homeowners' Association
P.O. Box 830341
Richardson, Texas 75083

www.sherrillpark.com

To: All Homeowners and Residents
From: FoSP Homeowners Association
Date: 11th February 2013
Re: Property Maintenance

As members of our neighborhood's Association, we are each individually responsible for the maintenance and appearance of our properties. While the majority of properties in our Fairways of Sherrill Park subdivision reflect an appropriate standard of upkeep, there have been increasing instances of property neglect over the past several years. This has resulted in both Homeowners and real estate agents observing a lack of "pride in ownership" in areas of our neighborhood (especially concerning yards, fences and parking). Since this has a direct impact on the values of our homes, the Association is asking all Homeowners and residents to be actively responsible for fulfilling the obligations of ownership as stated in Article IX of our HOA's Declarations of Covenants, Easements and Restrictions (CE&Rs).

Article IX – Obligations of Ownership

- Prompt removal of all litter, trash, refuse & waste;
- Lawn mowing on a regular basis;
- Tree and shrub pruning;
- Watering landscaped areas;
- Keeping exterior lighting and maintenance facilities in working order;
- Keeping lawn and garden areas alive, free of weeds and attractive;
- Keeping parking areas and driveways in good repair;
- Repair of exterior damages to improvements;
- Clearing of landscaped areas lying [in easements along lot lines];
- Repainting of improvements.

When one or more of these obligations are noted as not met and out of compliance by our Grounds Committee or by our Architectural Control Committee, then the owner/resident will be sent a letter for corrective action. If the specified issues are not addressed within forty-five (45) days, then the owner/resident will be sent one additional notice for corrective action. If the Association is not contacted as to resolution within 15 days of this second compliance letter, then the Homeowner will be subject to a fine of \$200 for each noted non-compliance item. If corrective action is not completed and/or the fine not paid within 15 days following this third notice, then a lien will be placed on the property and further fines may ensue.

The necessity of such action is regrettable; however, the appearance of our neighborhood is fundamental to the quality and attraction of our community and the value of our individual homes. Therefore, it is clear that adherence to our "Obligations of Ownership" and our CE&R's is not optional – it is a requirement. Thank you all in advance for your cooperation in adherence.

See also CE&R provisions on the reverse page.

Article III – USE AND OCCUPANCY RESTRICTIONS

3.3 Alterations. No improvement or structure of any kind ... shall be commenced, erected, painted or maintained upon the Subdivision, nor shall any alteration or improvement of any kind be made thereto [until approved by the ACC]. No permanent or perennial landscaping or ground cover of patios or yards ... shall be undertaken [until approved by the ACC].

3.11 Vehicles. No Owner or Occupant of a Lot shall park, store or keep, or permit to be parked, stored or kept, any vehicle, except wholly within the parking garage which is a part of such Owner's or Occupant's Residence or upon any paved driveway on such Owner's or Occupant's Lot

3.20 Yard Maintenance. All front, side and rear yards shall be neatly and carefully maintained.

3.21 Exterior Lighting. No exterior light, including landscape lightning [sic], shall be installed or maintained on any Lot without prior written approval of the Architectural Control Committee. Further, and notwithstanding such prior approval, upon being given notice by the Committee that any exterior light is objectionable, the Owner of the Lot on which same is located will immediately remove said light or shield the same in such a way that it is no longer objectionable.

3.22 Fences. All fences shall be of masonry, wood or wrought-iron and shall be maintained in an attractive manner and no fence shall be erected or located on any Lot without the prior written approval of the Architectural Control Committee

3.24 Air Conditioning Apparatus. No air conditioning apparatus or evaporative cooler shall be installed on the ground in the front of a Residence or on any front wall or side wall of a Residence.

3.28 Garages. Each Residence shall have sufficient garage space for a minimum of two (2) conventional automobiles The garage may be used for only the garaging of conventional automobiles and shall not be converted for use as any living area or other use inconsistent with the garaging of conventional automobiles.