# Residents' Handbook & Declaration of Covenants, Conditions & Restrictions

WOODLAND HILLS NORTH HOMEOWNERS ASSOCIATION INC.

Revised June 9, 2016

| Residents' Handbook Revision History | | |
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| August 16, 2015 | Abigail Bristow-Hernandez | Updated the President's name from Rich Braune to Mike Fuller |
| June 9, 2016 | Abigail Bristow-Hernandez | Revised Document title from **Residents' Handbook** to **Residents' Handbook & Declaration of Covenants, Conditions & Restrictions** |
| | | |

***Keep supplements***

You may receive notices, from time to time, of changes and additions to our Residents' Handbook as well as updated lists of contacts with telephone numbers. Please save any such notices and supplements here.

Should you move, please leave this and any supplements for the new residents.

***Do not distribute outside of WHNHOA***

Because these documents include copyrighted, protected material from another organization, we may not distribute any of this material to other associations, property management companies or any other organizations or individuals for use outside of Woodland Hills North Homeowners Association Inc.

***Conflicts in Authority***

The contents of this document are subordinate to the DCC&R's (Declaration of Covenants, Conditions & Restrictions), Bylaws and other governing documents of Woodland Hills North Homeowners Association Inc. and codes and ordinances of Bexar County and laws of the state of Texas. Any inconsistencies between this document and those authorities defer to the latter. Periodically our Board of Directors had this handbook reviewed by our attorney to ensure consistency with those authorities.

***Acknowledgements***

Much effort has been invested in creating architectural standards and in drafting residents' handbooks and architectural standards manuals for homeowners associations. Many dedicated people from other associations have labored to craft their versions and community management organizations have written publications describing the art.

This document was the product of countless hours of meetings, research, writing and review by people with many years of experience in common interest management.

We would like to acknowledge and thank these individuals and organizations for their suggestions and support that made this handbook possible.

See **Supplement "A"**

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# Welcome to our special community.

The quality living environment we enjoy at WHNHOA is enabled by the direct involvement of our residents, who have actively assumed the responsibilities that attend its attractions. We participate in managing its finances and common grounds, writing its newsletters, maintaining architectural controls and rules, and planning social events to ensure a quality of life found in few places.

Our Homes and the environment we have nurtured at WHNHOA have attracted residents with diverse and considerable talents who participate on various committees and on our Board of Directors. Together, we have created and we maintain a community you can be proud to be part of, and to which you can make your contributions in areas of finance, architectural review, grounds management, social/recreation, newsletter/communications and other areas. Whether you own or rent your Home, you can make your interests known in any of these areas by contacting any member of a committee or our Board of Directors.

Special obligations belong to our homeowners. If you have purchased one of our 79 properties, you have also assumed 1/79 of the responsibilities for managing our common assets as well. Costs of maintaining our community are measured in more ways than money. Your dues cannot adequately substitute for contributions of your time. It is important that we each assume our share of responsibilities. Please volunteer for a working committee of your choice or accept appointment as your name may come up on our roster every few years. And when you're not active on a committee or the Board, please support those who are by completing a ballot or proxy when asked and attending our November Annual Meetings. Only your resolution to participate—to be hands-on involved in sustaining the quality of your community—can preserve that environment in which we have all invested.

You are about to read a short explanation about what WHNHOA is and how we operate. This will explain whom to call for what, rules, our insurance, the architectural standards and approval process, general information and answers to frequently asked questions. Please read this booklet, ask others in your household to read it and keep it handy for reference.

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# What our association is

As members of a Planned Development association, we each can have the benefits of sharing common facilities otherwise difficult to own, of living in a nice Home in a neighborhood the quality of which we mostly determine—and with some terrific neighbors.

Attendant to a community like ours, with its higher density housing and shared common property, are collective responsibilities. We have an impressive talent pool for sharing management of those responsibilities.

Our Association, Woodland Hills North Homeowners Association Inc., is a nonprofit corporation, the legal form we take that allows us to

- enter into contracts.
- own and maintain property.
- levy and collect assessments.
- become an employer.
- buy insurance.
- pay taxes.
- borrow money.
- formally agree on rules and authority.

## The DCC&R's

If you own a Home or property here, your purchase automatically entitled and obligated you as a member of the Association. The DCC&R's (Declaration of Covenants, Conditions & Restrictions) is the document that describes those entitlements and obligations. You received a copy of it before purchasing your Home.

If you are renting your Home from a homeowner, you are bound by many of the DCC&R's terms and rules, some of which are summarized in this booklet; violation of those terms or rules may be a default under your lease so you should familiarize yourself with the rules section of this booklet.

The DCC&R's make us possible. Every homeowners association has one. It is a comprehensive description of the Association's rights and owners' rights, of administration, membership, property and voting rights, maintenance and assessments, duties and powers, use restrictions, architectural controls, protection, and other provisions.

Ultimately, almost every Association activity is governed by or affected by the DCC&R's. By reading them you may gain insights into why a committee or the Board acts in a particular way or why we have regulations and obligations of enforcement. If you are an owner it also will help to prepare you for taking your turn on the Board or on a committee.

# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODLAND HILLS NORTH SUBDIVISION

KNOW ALL PERSONS BY THESE COUNTY OF BEXAR )

THIS DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODLAND HILLS NORTH (the "Declaration") is made on the date hereinafter set forth by CITYVIEW LIMITED NO. 1, L.P., a Texas Limited Partnership ("Developer"), for the purposes herein set forth as follows:

WHEREAS, Developer is the owner of that certain real property known as WOODLAND HILLS NORTH in Bexar County, Texas and more fully described as follows:

A portion of Parcel #14, County block 4837 being approximately 199.307 acres, see attached Exhibit "A";

(Which tract is more particularly described as the land covered by the recorded plat hereinafter referred to and being herein sometimes referred to as the "Subdivision" or "Property" or the "Properties"), the Properties having been heretofore subdivided and platted of record as lots 1-79, inclusive, WOODLAND HILLS NORTH, according to a plat thereof recorded in Volume 9532, Page 189-191, of the Map and Plat Records of Bexar County, Texas;

WHEREAS, It is the desire and intention of the Developer that all of the Subdivision shall be restricted according to a common plan as to use and permissible construction, so that the Subdivision and each successive owner of all or any part of the Subdivision shall benefit by the preservation of value, character and desirability of the Subdivision.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, expressly for the benefit of, and to bind the Developer, its successors and assigns, and in order to create and carry out a uniform plan for the development, improvement and use of lots within the Subdivision. The Developer hereby declares that the Subdivision shall be held, sold and conveyed, subject to the following restrictions, covenants and conditions:

1. Scope of Restrictions. The covenants, conditions, restrictions and easements herein set forth shall constitute covenants running with the land and shall be binding upon Developer, its successors and assigns, and upon all persons or entities acquiring an individual lot or lots or all or any portion of the Subdivision, whether by purchase descent devise, gift or otherwise, and each such person or entity, by the acceptance of title to any of the Subdivision, shall thereby agree and covenant

to abide by the covenants and restrictions set forth herein and to perform the covenants hereby imposed on owners of lots within the Subdivision.

2. Residential Uses. All lots within the Subdivision are hereby restricted exclusively to single-family residential use or as part of the Common Areas as defined in Section 31 of this Declaration. No structures shall be erected, placed or maintained on any lot other than a conventionally constructed single-family private residence with such permanent accessory structures and buildings as a barn, a garage, cabana, guest house and/or servants' quarters. Not more than one single-family residence may be erected on any one lot. The term "conventionally constructed single-family private residence" shall specifically exclude, without limitation, mobile homes, house trailers, modular homes and move-on homes. Recreational vehicles are permitted to be kept on a lot after construction of the residence; provided however, such vehicles must be screened from view of neighbors, other third parties and from the street and are stored behind the setback lines. No truck larger than one (1) ton pick-up or wrecked or junked vehicle shall be kept, parked or stored on any lot. This covenant shall not prevent Developer or other Class "B" members (as defined in

Section 31. (E)(ii) Of this Declaration) from erecting and maintaining such temporary structures as are customary in connection with a sales or building program in residential subdivisions. Any such temporary structures shall first be approved in writing by the Architectural Control Committee (as defined in Section 25 of this Declaration) prior to installation. As used in this Declaration, the term "lot" refers to any numbered plot of land shown upon the recorded plat of any portion of the Subdivision.

3. Restriction on Further Subdivision. No lot shall be resubdivided or conveyed or encumbered in any size less than the full dimensions shown on the originally recorded plat of each respective unit/lot of the Subdivision, unless the specific prior written approval of the Architectural Control Committee (sometimes referred to herein as the "Committee") has been obtained.

4. Setback Lines. No structure shall be located on any lot nearer than the front, side and back setback lines as set forth on the recorded plat; except that if a residence is constructed on a home site consisting of more than one lot, the combined area shall be considered as one lot for purposes of this provision. In the event a lot is re subdivided or conveyed or encumbered in a size less than the full dimensions shown on the originally recorded plat of the Subdivision unit in which the lot is located, these setback lines shall apply to each of the smaller lots. These setback lines may be relaxed by the Committee if, in its sole discretion, the prescribed distances are not feasible and the setback line(s) may be reduced without adversely affecting adjacent lot owners or the integrity of the Subdivision. No structure shall be located on any lot nearer than twenty-five feet (25') from any side or rear lot line or fifty feet (50') from any front lot line. Front lot line shall be defined herein as any lot line fronting any public street or stub out.

5. Size. No residence or appurtenant structure erected on a lot shall be higher than two and one-half (2 and 1/2) stories. In the case of a single-story residence, no residence shall have a living area of less than 2,100 square feet, exclusive of porches, garages or other appendages. In the case of a two-story residence, no residence shall have a living area of less than 2,400 square feet, exclusive of porches, garages or other appendages. Garages shall be side-entry only.

6. Radio or Television Towers. No stand alone television or radio tower shall be allowed on any lot. Antenna on a roof shall be no higher than five feet (5') above the
contiguous roof ridgeline. Satellite dishes, solar panels, discs, etc. shall be fully screened from the view of adjacent lots or streets. No electronic broad- casting or receiving equipment or apparatus shall be maintained on any lot which shall cause interference with radio or television reception of other lot Owners.

7. Platted---Easements. Each lot shall be subject to all easements setback line, covenants and restrictions set forth on the recorded plat covering that particular lot. Within these easements, no structure planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements in such area, if any, shall be maintained continuously by the Owner of the lot, except for those improvements for which a public authority or utility company is responsible. Neither Developer nor any utility company using the utility easements shall be liable for any damage done by them or their assigns, employees or contractors, to shrubbery, trees, streets, flowers or other property of the Owners situated on the land covered by said easements.

8. Drainage Easement. Easements for drainage in the subdivision are reserved as shown on the recorded plat or plats such easements being depicted as "drainage easements". No owner of any lot in the Subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert increase, accelerate or impede the natural flow of water over and across such easements. More specifically, and without limitation, no Owner of a lot may:

(a) Alter, change or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements;

(b) Alter, change or modify the existing configuration of the drainage easement; fill or terrace such easement, or remove trees or other vegetation there from;

(c) Construct, erect or install a fence or other structure of any type or nature within or upon such drainage easements; provided, however, fences may be permitted in the event proper openings are incorporated therein to accommodate the natural flow of water over said easements;

(d) Permit storage, either temporary or permanent, of any type upon or within such drainage easements; or

(e) Place, store, or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

The failure of any owner to comply with the provisions of this Section shall in no event be deemed or construed to impose liability of any nature on the Architectural Control Committee and/or Developer and such Committee and/or Developer shall not be charged with any affirmative duty to police, control or enforce such provisions.

9. Non access Easements. No streets surrounding the Subdivision will have direct access to any lot within the Subdivision. Permanent drives or temporary roads shall not be allowed access to any road surrounding the Subdivision. All access to lots within the Subdivision shall be through the interior road system of the Subdivision. If any lot shall have access to an interior road of the Subdivision other than Wild Bloom Rd, then such lot owner shall not use Wild Bloom Rd as a driveway access, whether temporary or not.

10. Sight Lines. No shrub, tree fence, wall or other obstruction that interferes with sight lines at elevations between two feet (2') and six feet (6') above the roadway nearest to a lot shall be constructed, planted or permitted to remain on any corner lot within the triangular area formed by the edge of pavement of two intersecting streets, or the extensions thereof, and a line connecting this edge at points twenty-five feet (25') back from the intersection of said streets. The same sight line limitation shall apply on any lot within ten feet (10') of the intersection of a street pavement edge and the edge of a driveway. No trees shall be permitted to remain within such distances within such intersections unless the foliage is maintained at a height of more than six feet (6') above ground level. No fence on a lot shall exceed eight feet (6') in height.

11. Exterior Building Materials. The exterior walls of all residences shall be at least seventy-five percent (75%) by area composed of masonry or masonry veneer. This percentage applies to all walls, exclusive of door, window and similar openings. For purposes of this Declaration, masonry includes stucco, ceramic tile, brick, rock and all other material commonly referred to as masonry. Any portion of all chimneys or similar ventilation devices visible from any street shall be 100% masonry to match the primary masonry on the main structure. With the exception of metal roofs, roof coverings can be of any building code acceptable material that is commonly used in the industry. Metal roofs shall be no less than 30 gauge and shall be architecturally acceptable to the Architectural Control Committee. All roofing material shall be-clearly identified, with samples supplied when requested, and approved by the Architectural Control Committee. Composition roofing must be dimensional in nature and have a 25 year warranty or greater.

12. Driveways. All driveways, parking areas or other vehicle surfaces shall be finished with a hard surface material or an approved aggregate base or surface that does not allow dust to be transmitted into the air. No dirt-only or gravel-only surfaces shall be permitted.

13. Sewerage. No outside toilets shall be used, constructed or permitted, except during construction of a primary residence or common area facility. No installation of any type of sanitary sewerage disposal system shall be constructed or maintained which would result in treated or untreated sewage or septic tank drainage being drained onto or into the surface of the Subdivision, or onto or into any body of water located within the Subdivision. No means of sewage disposal may be installed, used or maintained except a septic tank, or a similar or improved means of a sanitary sewage disposal, which meets the requirements of and is approved by all governmental authorities having jurisdiction thereof. A permit must be obtained from the Bexar County Department of Public Works (or other appropriate County agency) before work can begin. No structure placed upon a lot shall be used until sanitary sewerage disposal facilities complying with this paragraph have been completely finished. In order to ensure orderly development, the Committee shall have the right to specify the location, orientation and drainage field of any such means of sanitary sewage disposal along with any water wells, so as not to impose a hardship upon any other adjacent property owner, subject to the approval of all government authorities having jurisdiction thereof, and as per Exhibit "B", attached hereto and for all purposes made a part hereof.

14. Water Wells. The domestic water well must be located more than fifty feet (50') from a septic tank and one hundred fifty feet (150') from a septic system drain field, or more or less if required by a governmental agency having jurisdiction thereof.

15. Maintenance, Trees and Use of Chemicals. Grass, weeds, shrubs, and all vegetation on each lot sold to a third party defined herein in Section 31, shall be kept, mowed or trimmed at regular intervals. Dead plant materials shall be removed or replaced. Trees on any individual lot will potentially be enjoyed by all residents in the Subdivision. It is the intent of the Developer to retain the overall character of the tree massing in the Subdivision. Care should be taken during and after construction not to unnecessarily damage or remove trees. Removal of any and all trees must comply with all applicable local, state and federal government regulations, including, but not limited to, preservation of potential habitat areas for threatened and/or endangered species. Due to the Subdivision's close proximity to the Edwards' Aquifer Recharge Zone, only pesticides/herbicides and related chemicals approved by all applicable local, state and federal government authorities may be used on any lot in the Subdivision.

16. Appearance. All improvements and existing structures shall be maintained in a neat and orderly manner and their appearance, both before, during, and after construction, shall be subject to the review and approval of the Committee. In the event an Owner of a lot should fail to maintain the lot and improvements situated thereon in a neat and orderly manner, Developer and/or the Committee shall have the right (and each is hereby granted a license for this purpose), but not the obligation, through its agents and/or employees, to enter upon the lot and to repair, maintain and restore the lot and exterior of the buildings and any other improvements erected thereon to a neat and orderly manner, all at the expense of the Owner of such lot.

17. Hunting-and Firearms. No hunting shall take place and no firearms may be discharged within the Subdivision.

18. Nuisances. No noxious, offensive, undesirable unlawful or immoral activity shall be conducted on any lot, nor shall anything be done or permitted to be done thereon which may be or become a nuisance or annoyance to the Owners of adjacent lots or to the Subdivision as a whole. Any determination by the Committee that an activity is noxious, offensive, undesirable or immoral shall be final and binding on all parties.

19. Garbage and Trash Disposal. No trash, garbage, rubbish, construction debris, abandoned or junk cars or other refuse, shall be dumped disposed of or maintained on any lot, vacant or otherwise. Any temporary trash, garbage and other waste shall be kept in a clean, sanitary and sightly manner. No refuse shall be burned on any lot during construction of improvements, or any other times

except in a safe incinerator approved by and used in accordance with all applicable laws and regulations; and, unless so burned, all refuse shall be removed by the lot Owner. All incinerators or other equipment for the temporary storage and disposal of such materials shall be kept in a clean and sanitary condition. Each Owner of a lot must make its own arrangements for disposal of residential garbage and trash. This Section shall not exclude the use of a compost pile, if maintained out of view of public streets and adjacent lots. During construction, each builder must use and maintain a portable restroom facility, and remove construction debris at least monthly.

20. Animals. Livestock and normal household pets may be kept on a lot, with the exception of poultry and swine. Any animal or poultry raised for an FFA, 4-H or similar organization for a school project, however,, may be bred and kept on a lot, if first approved in writing by the Committee. However, no animals nor poultry may be kept on a lot unless they are restricted to the lots of their owners by fences or other enclosures or restraints and not allowed to run at large nor may they be kept if they become offensive or a nuisance by virtue of their numbers sight odor or noise. No dangerous pets of any type that may pose a safety or health threat to the community shall be kept on any lot. If a question arises as to whether an animal or poultry is to be categorized as "livestock" or as a "normal household pet" or whether an animal or poultry (individually or considered together) is offensive, dangerous or a nuisance, the Committee shall make the determination and its determination shall be final and binding on all parties. Not more than two large animals (horses or similar sized animals) per acre shall be kept on a lot.

21. Signs. No signs or advertisements may be displayed on any lot except, to advertise its sale. No more than one sign advertising a lot for sale shall be displayed on any lot and such sign shall be no larger than six (6) square feet.

22. Caves, Sinkholes and Natural Developments. NATURAL CAVES, SINKHOLES AND OTHER NATURAL DEVELOPMENTS MAY EXIST ON SOME OF THE LOTS IN THE SUBDIVISION. EACH OWNER IS CHARGED WITH KNOWLEDGE OF SUCH NATURAL CONDITIONS WITHIN THE SUBDIVISION. DEVELOPER SHALL HAVE NO LIABILITY FOR ANY MATTERS ARISING FROM THE NATURAL CAVES, SINKHOLES AND OTHER NATURAL DEVELOPMENTS THAT MAY EXIST WITHIN THE SUBDIVISION. EACH LOT OWNER SHOULD PERSONALLY INSPECT THE LOT IN WHICH HE OR SHE IS INTERESTED TO ASSURE HIM OR HERSELF OF THE LOCATION OF ANY SUCH CAVES, SINKHOLES OR OTHER NATURAL DEVELOPMENTS WHICH MAY BE LOCATED THEREON.

23. Oil, Gas and Mineral Development. No oil or gas drilling, exploration refining, treatment or development operations, quarrying or mining operation of any kind shall be permitted on any lot. No derrick or other structure designed for use in boring for oil, natural gas or other minerals shall be erected, maintained or permitted on any lot.

24. Architectural Control Committee (ACC). The sound economic development and aesthetic and ecological quality of the Subdivision require that all improvements be compatible with other improvements and be in harmony with the Subdivision's landscaping and natural surroundings. To this end, the Architectural Control Committee has been created. The Committee shall be a body of not less than three (3) nor more than five (5) persons to whom Developer (or, when formed, the Association provided for in Section 31 below) shall delegate certain rights and duties under this Declaration, including the right and power to approve plans and specifications and waive or modify certain conditions or requests. Developer shall have the right to remove and/or add members of the Committee with or without cause and from time to time to fill vacancies. The Committee, concurrently with Developer, has the right and responsibility to interpret and enforce the protective covenants contained herein, adopt and from time to time modify or alter the protective covenants and adopt, and from time to time, amend a schedule of fees for processing submittals for Committee approval and for other Committee activities. No improvement shall be erected, constructed, placed or altered (by addition or deletion), maintained or permitted to remain on a lot or any portion of the subdivision until the Owner or prospective Owner planning to make such improvement ("Applicant") or its representative shall have submitted to the Committee appropriate plans and specifications and in accordance herewith and in such form and such detail as the Committee may deem necessary, and such plans and specifications shall have been approved in writing by the Committee. The Committee shall have the power to employ professional consultants to assist it in discharging its duties. The decisions of the Committee shall be final,

conclusive and binding upon all Applicants.

(a) The Initial members of the Committee shall be James J. Barshop, Riley P. Galloway and Mark M. Little, currently of San Antonio, Texas. The Committee may designate a representative to act for it at any time and for any period. The majority of the Committee may act for the Committee and no notice of any of its meetings shall be required. In the event of a death or resignation of any member of the Committee, the remaining members may act without filling the vacancy or shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative(s), shall be entitled to any compensation for services performed as a Committee member. In the event of the death or resignation of all members of the Committee prior to the appointment of a successor the Board of Directors of the Association may appoint the needed successors, or if such Association fails to take such action a new Committee of not less than three (3) nor more than five (5) persons shall be appointed to exercise the powers herein defined, such appointment to be evidenced by a duly recorded instrument in the official Public Records of Real Property of Bexar County Texas executed by the Owners of fifty- one percent (51%) or more of the Subdivision by net area (defined herein in Subsection 31 (a)).

(b) Construction plans and specifications submitted to the Committee shall be in such form as it may reasonably require and shall include, at a minimum:

(i) Plot plan;

(ii) Fencing plan;

(iii) Plans of all floors and levels;

(iv) Elevations of all sides of the proposed structure fronting a public road;

(v) A section through the structure to explain the relationship of the floor levels and stairs;

(vi) Notes or specifications describing the materials to be used on the exterior;

(vii) The location of the proposed improvements or, alterations thereto on the lot.

(c) The goal of the Committee is to encourage the construction of improvements of good architectural design quality and size compatible with Developer's conceptual plan for the Subdivision. The Committee may disapprove of the construction or design of an improvement on purely aesthetic grounds, wherein, in its sole judgement, such disapproval is required to protect the continuity of design or values of the Subdivision. The Committee disclaims any responsibility to determine compliance with any applicable building code or other standard for construction. All decisions of the Committee shall be final and binding and there shall not be revisions of any actions of the Committee except by procedure for injunctive relief when such action is patently arbitrary and capricious. The Committee's approval or disapproval or other actions as required in this Declaration shall be by majority vote, shall be evidenced in writing and shall be delivered either: (i) in person, (ii) by facsimile transmission or (iii) by letter, addressed to the Applicant at an address which must be supplied with the submission. in the event the Committee should fail to wholly approve or disapprove the plans, specifications and plot plans within thirty (30) days after they have been submitted to the Committee, it will be presumed that the same have been approved, provided the same were submitted to the Committee, at the address designated by the Committee from time to time, in writing by certified mail, return receipt requested, with an address to which a reply should be mailed. The judgement of the Committee in its exercise of its discretion shall be final and conclusive.

(d) Construction or alteration of any structure or other improvement approved by the Committee shall commence within nine (9) months of such approval. The completion of any such construction must be accomplished within nine (9) months of the commencement date of such construction.

(e) Neither Developer, the Association nor any member committee or any professional consultants assisting the Committee, Association and/or Developer shall be liable for damages or otherwise for anyone submitting plans and specifications for approval, or to any Owner, Applicant or other person affected by this Declaration, by reason of mistake of judgement, negligence, nonfeasance or otherwise arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications. Approval by the Committee of any plans, specifications or improvements shall not constitute an approval and/or opinion as to legality, ratification or endorsement as to the quality of architectural or engineering soundness of any of the proposed improvements and neither the Developer, Association, Committee, nor its members, nor any professional consultants assisting the Committee, the Developer or the Association shall have any liability in connection with, or related to, approval of plans, specifications or improvements on a lot in the Subdivision.

(f) The Committee may charge to each Applicant a fee for review of plans and specifications and, in addition, shall be reimbursed by the Applicant for all reasonable and customary costs for professional review of plans and specifications and other reasonable costs of the Committee. Such fees and expenses may be assessed by Developer, or when formed, the Association, against the Applicant. The Committee shall make a fee schedule available to an Applicant upon request.

(g) The Committee shall develop and maintain a list of approved builders for building residences in the Subdivision and make available such list to each lot owner. Such list
may be expanded or reduced at the sole discretion of the Committee. No builder shall commence construction of any improvement until such builder has been approved in writing by the Committee.

(h) The Committee shall have the right to grant a variance from the objective requirements hereof relative to minor deviations or infractions hereof or in such situations as the Committee shall deem necessary to avoid, as to any lot, all or a significant portion of a lot, from being unusable. Each request for a variance by the Committee must be in writing by the Applicant. The Committee approval or disapproval of any variance requested by the Applicant shall be by majority vote, shall be evidenced in writing and shall be delivered either (i) in person, (ii) by facsimile transmission, or (iii) by letter, addressed to the Applicant at an address which must be supplied with the submission. No presumption of approval or request for variance shall arise with the mere passage of time or inaction on the request and each grant or variance must be in writing in accordance with this paragraph and shall be strictly construed.

25. Enforcement. Developer, its successors and assigns, shall have the right, but not the obligation, to enforce observance and performance of the restrictions, easements, covenants and conditions
contained herein and, in order to prevent a breach or to enforce the observance or performance of same, shall have the right, in addition to all other legal remedies provided herein or by law, to an injunction, either prohibitive or mandatory. The Committee, as well as the Owner of any lot or lots in the Subdivision, likewise shall have the right either to prevent a breach of any such restriction or covenant or to enforce the performance thereof. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions.

26. Limitations of Liability. Neither the Developer, nor the Committee, nor any member of such Committee, shall be liable in damages or otherwise to anyone submitting plans, specifications and plot plans for approval or to any owner of a lot in the Subdivision by reason of mistake of judgement, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans, specifications, plot plans or other matters

submitted to it or arising out of any other action taken or not taken by them, jointly or severally, pursuant to the provisions of this Declaration.

27. Partial Invalidity. Invalidation of any of these covenants or restrictions (by court judgement or otherwise) shall not effect, in any way, the validity of all other covenants and restrictions contained herein.

28. Laws and Regulations. All owners of or builders and contractors for any lots within the Subdivision shall at all times comply with all applicable laws, regulations, and ordinances of municipal county state federal or other governmental authorities.

29. Duration and Amendment. These. covenants and restrictions shall run with the land and shall be binding upon and against the Subdivision for a period of twenty (20) years after the date of recordation in the Official Public Records of Real Property of Bexar County, Texas, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of seventy-five percent (75%) of the lots in the Subdivision (by platted lots of record) has been recorded in the official Public Records of Real Property of Bexar County, Texas agreeing to change the duration of said covenants in whole or part. This Declaration may be amended by written instrument signed by the then Owners of seventy-five percent (75%) of the lots in the Subdivision (by platted lots of record), which written instrument must be recorded in the Official Public Records of Real Property of Bexar County, Texas. Notwithstanding the foregoing, Declarant shall have the right to file an amendment to this Declaration in the official Public Records of Real Property of Bexar County, Texas without the necessity of joinder of any other Owner of a lot, or any interest therein, for the limited purpose of correcting any and all clerical errors.

30. Woodland Hills North Property Owners' Association.

(a) Formation. At such time as Developer (And/or its affiliates shall have conveyed to third parties fifty percent (50%) or more of the lots in the Subdivision, there shall be formed a Property Owners Association (the "Association") for the purpose of interpreting and enforcing the Declaration (and other,, similar instruments affecting other portions of the Subdivision), determining for Common Areas maintenance, repair, preservation, upkeep and protection of in accordance herewith, and performing such other duties and functions as Developer shall assign to the Association. The Association shall be a Texas non-profit corporation or such other entity as Developer shall deem advisable. Developer shall prescribe a set of By Laws which shall be used to govern the Association. All costs of incorporation of the Association', including but not limited to filing of the Articles of Incorporation and the creation of By- Laws, shall be at the sole expense of the Association. For purposes of this Section 31, "third party" shall mean any person other than a person which, directly or, indirectly, controls, is controlled by, or is under common control with, Developer and/or its affiliates (in each case to the extent of a 50% or more voting interest).

(b) Membership. Each Owner shall automatically become a member of the Association when the Association is formed, and shall remain a member until such Owner shall no longer be an Owner, for whatever reason. For purposes of this Declaration, "Owner" or "Owners" shall mean any person or entity who is a record Owner of any platted lot in the Subdivision, specifically including contract sellers and specifically excluding (i) persons or entities who hold a security interest in a lot in the Subdivision and (ii) persons or entities holding only a mineral interest in a lot in the Subdivision. Each Owner who becomes an Owner after the Association has been formed shall automatically become a member of the Association. Each owner's membership in the Association shall be appurtenant to and shall automatically follow legal ownership of such owner's property in the Subdivision and may not be separated from such ownership. Whenever legal ownership of a portion of the Subdivision shall pass

from one person or entity to another person, it shall not be necessary that an instrument provide for transfer of membership in the Association. No membership certificates shall be issued.

(c) Board of Directors. Within thirty (30) days after the Association has been formed, (i) Developer, by recorded instrument, shall assign to the Association the duty to make assessments for the maintenance and protection of Common Areas in the Subdivision and to collect such assessments, and may assign all or some of its other rights and duties under this Declaration to the Association, and (ii) the members of the Association shall elect a Board of Directors to replace, or shall ratify, the initial Board named by Developer in the Articles of Incorporation or other organization documents; provided, however, that until such time as Developer (and/or its affiliates) shall have conveyed to third parties one hundred percent (100%) of the lots in the Subdivision,

Developer shall have the right to reject, in its sole discretion, any board members so elected. The Board of Directors shall consist of such number of natural persons as the By Laws shall prescribe. The new or ratified Board of Directors shall be responsible for making all future assessments for maintenance and protection of Common Areas within the Subdivision. The new or ratified Board of Directors shall also have the authority to create capital reserve accounts for the purpose of establishing funds for replacing and/or repairing improvements which are located in such Common Areas and/or for the purpose of constructing and/or maintaining new improvements to be constructed within such Common Areas; provided, however, that until such time as Developer (and/or its affiliates) shall have conveyed to third parties one hundred percent (100%) of the lots in the Subdivision, no such capital reserve accounts shall be established without the express written consent of Developer. In the event such capital reserve accounts are established, they shall be maintained as separate accounts from the Association's operating accounts. The new or ratified Board of Directors shall also immediately designate not less than three (3) nor more than five (5) persons or entities to serve as the Architectural Control Committee. Such persons or entities may be the same persons or entities that are then serving as the Committee or may include different persons or entities; provided, however, that until such time as Developer shall have conveyed to third parties one hundred percent (100%) of the lots in the Subdivision, Developer shall have the right to reject, in its sole discretion, any appointment to the Committee. in the event of a "deadlock" between the members of the Association and Developer as to the election of directors or between the Board of Directors, or Developer as to the creation of any capital reserve accounts or the designation of the Committee, the decisions of Developer shall prevail.

(d) Common Areas. Developer may retain legal title to all or portions of the Common Areas in the Subdivision until such time as the Association has been formed and has been assigned responsibility for the management and operational maintenance of same or the same have been dedicated for the use of the public. Until the Association has been formed and management responsibility for the Common Areas has been assigned to the Association, Developer shall be entitled to exercise all the rights and privileges pertaining to the Common Areas. After the Association has been formed, Developer and its affiliates, as applicable, shall convey legal title to all of the then existing Common Areas in the Subdivision to the Association. Developer, or its affiliates shall have the right at any time before conveyance of the them existing Common Areas to the Association, to dedicate and/or convey all or any portion of the Common Areas to the City of San Antonio, Texas, or other appropriate governmental or quasi-governmental Authority.

(e) Voting. The Association shall I have two classes of voting memberships, designated as "Class A" and "Class B," which shall be composed of and have voting rights as follows:

(i) "Class A" All members shall be all owners with the exception of Developer, its successors and assigns. Each Class A owner shall be entitled to one vote for each lot owned by said Owner. When more than one person or entity owns a fee interest in a lot, all such interested persons and/or entities shall be members; however, the vote for such lot in which more than one person or entity owns a fee interest shall

be cast by the person, entity, persons or entities having majority interest; in the event that the persons or entities having a majority interest are not able to agree with respect to a vote on any matter, then such Owner shall not have a right to vote on such subject as there shall be no fractional vote.

(ii)- "Class B" members hall be the Developer, its successors and assigns, if such successors or assigns shall acquire more than one unimproved lot within the Subdivision for the purpose of either development and sale thereof or of constructing improvements for resale thereon. "Class B" members shall be entitled to three votes for each lot owned by them, whether improved or unimproved. The "Class B" membership shall cease and be converted to "Class A" membership upon the happening of either of the following events, whichever occurs earlier:

(A) When the total votes outstanding in the "Class A" membership equals or exceeds the total votes outstanding in the "Class B" membership; or

(B) January 1, 2005.

(f) Maintenance of Common Areas and Common Facilities. Developer (or the Association when formed) shall maintain all of the Common Areas of the Subdivision, such maintenance to include, but not be limited to: (i) landscaping and planting trees and vegetation; (ii) installing and maintaining lighting and irrigation equipment; (iii) maintaining medians, parkways, entrances, etc.; (iv) the removal of litter, trash and waste; (v) mowing; (vi) tree and plant trimming and pruning; (vii) replacement of plants and trees; (viii) fertilization and watering; (ix) maintaining the general signage of the Subdivision; (x) maintaining general mechanical facilities in good working order; and (xi) providing general security services

If and as Developer shall deem appropriate. This Subsection 31(f) shall not be deemed in any way to limit or reduce the obligations of an Owner, tenant and/or occupant to maintain its lot as elsewhere set out herein. Any and all costs of maintenance of Common Areas shall be assessed to the owners as set out herein, which assessments shall be secured by a lien set out herein, which assessments shall be secured by a lien upon each owner's lot, on the same terms as the liens described herein. Developer and the Association, when formed, may temporarily close any part of the Common Areas for such period of time as is necessary to make repairs or alterations to such part of the Common Areas.

(1) Common Areas maintenance expenses shall be allocated among Owners of the subdivision on a lot by lot basis. Developer and its affiliates shall not pay the share of such Common Areas maintenance expenses allocated to Developer and its affiliates for the lots of the Subdivision owned by Developer and/or its affiliates.

(2) Developer or the Association when formed, may increase or decrease the estimate of annual maintenance charges at any time. The books and records of Developer or, when formed, the Association for the maintenance of the Common Areas shall be open to each owner's inspection at reasonable business hours at Developer's (or the Association's, when formed) office upon forty-eight hours prior written notice.

(3) Each lot in the Subdivision is hereby subjected to an annual assessment for the purpose of creating a fund to be designated and known as the "Maintenance Fund" which maintenance assessment will be paid by the Owner or Owners of each lot within the Subdivision to the Developer, or when formed, the Association, on or before January I of each year, in advance annual installments. The rate at which each lot shall be assessed will be determined annually and may be adjusted from year to year by

the Developer or, when formed, the Association, as the needs of the Subdivision may, in the judgment of the Developer or the Association, require, provided that each such assessment will be uniform (except as hereinafter provided) and in no event shall such initial assessment or charge exceed Forty and No/100 dollars ($40.00) per lot per year until 1997, except that Developer shall not be liable for any assessments on any lot Until such lot has been sold. Notwithstanding the foregoing, in the event Developer changes or alters its ownership entity or forms an entity which is controlled by Developer and conveys any lots to such entities, such conveyance shall not be deemed to be a sale for purposes of commencing an assessment. The Developer, or the Association, when formed, shall use the proceeds of said Maintenance Fund for the use and benefits of all residents in the Subdivision. The uses and benefits to be provided by said Association shall include, by way of example and not by limitation, as its sole option, any and all of the following: Maintaining paths, parkways, easements, esplanades, signs, monumentation and other public areas, payment of legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions and conditions affecting the expenses in connection with the collection and administration of the Maintenance Fund, caring for vacant lots or other matters necessary or desirable, in the opinion of the Developer or, when formed, the Association, to keep the Subdivision neat and in a good order, or which is considered a general benefit to the owners or occupants of the Subdivision, it being understood that the judgment of Developer or the Association is exercised in good faith. Nothing herein shall constitute a representation that any of the above will be provided by the Developer, or when formed, the Association. The proceeds of the Maintenance Fund shall not be used to finance or to reimburse the Developer for any capital expenditures incurred during initial construction within the Subdivision nor the operation or maintenance of any facilities incurred prior to the conveyance, unencumbered, to the Association of such facilities. Each person or entity who accepts a deed to a lot or lots within this Subdivision agrees, by the acceptance of same, to pay its proportional share of such the Maintenance Fund as herein provided.

(4) To secure payment of the Maintenance Fund established hereby and to be levied on the individual residential lots, there shall be reserved in each deed (whether specifically stated therein or not) by which the Developer will convey such lots, the vendor's lien for the benefit of the Association, said lien to be enforceable through appropriate proceedings at law by such beneficiaries, provided, however, that such liens shall be secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the assistance and request of the owner of any such lot to secure the payment of monies advanced or to be advanced on account of the lot purchase price and/or construction of improvements on any such lot to the extent of any such Maintenance Fund charge, accrued and unpaid prior to foreclosing any such purchase money lien or construction lien; and provided further, that as a condition precedent to any proceeding to enforce such lien upon any lot upon which there is outstanding a valid and subsisting first mortgage lien for the aforesaid purposes, Developer or the Association, when formed, shall give the holder of such first lien mortgage sixty (60) days written notice of the proposed action, which notice shall be sent to the nearest office of such first lien mortgage holder, and the Developer, or when formed, the Association, shall upon request by holder of such a first lien mortgage, acknowledge in writing its obligation to give said notice with respect to the lot covered by such first lien mortgage to the holder thereof.

(g) Exemption from Assessments. Anything herein to the contrary notwithstanding, all Common Areas and similar areas dedicated or designated for public use or owned by Developer, (and/or its affiliates) and/or the Association, when formed, and maintained for general use and benefit of the owners, tenants, and occupants of the Subdivision, shall be exempt from the, Maintenance Fund assessments and charges for Common Areas maintenance.

(h) Enforcement of Assessments. If any owner shall fail to pay to Developer (or the Association, when formed) any annual assessment to the Maintenance Fund for the maintenance of Common Areas within thirty (30) days after the date of the invoice thereof, then such sums due Developer (or when

formed, the Association) (together with interest thereon from the expiration of such thirtieth (30th) day at the highest legal rate allowed by applicable law) shall be a debt of such Owner payable to Developer, or when
formed, the Association and shall be secured by a lien against such Owner's lot and/or other property upon the same terms as the lien described in Subsection 31(f)(4), above.

31. Governing Law. This Agreement shall be governed and construed and interpreted in accordance with the laws of the State of Texas. All acts required or permitted to be performed hereunder are performable in Bexar County, Texas and it is agreed that any action brought to enforce or construe the terms or provisions hereof or to enjoin or require the performance of any Act in connection herewith shall be brought in a court of competent jurisdiction sitting in Bexar County, Texas.

IN WITNESS HEREOF, the undersigned has executed this instrument as of the 11th day of October, 1995.

DEVELOPER:

Cityview Limited, No. 1, LP, a Texas Limited
Partnership, by J. Barshop, Inc., it's General Partner
by:

_____

James J. Barshop, President

STATE OF TEXAS COUNTY OF

BEXAR

This instrument was acknowledged before me on October 11th 1995, by James J. Barshop.

Carey G. Edwards_____

Notary Public, State of Texas

EXHIBITS:

Exhibit A - Property Description
Exhibit B - Well and Septic Description

AFTER RECORDING, RETURN TO: Jim Barshop
Texas Land Company
2161 N.W. Military Hwy, Suite #111A San Antonio, Texas
78213

# Your Home

Your Home, & or your property is your most obvious asset at WHNHOA. It is principally what motivated you to purchase.

Because of our common design elements and proximity of our Homes to one another, additions and improvements made by one neighbor can affect the property values of the rest of us. To this extent, common interests do affect what you can do with the exterior of your Home. Protections are afforded us by our DCC&R's as architectural controls. Any change you wish to make outside that will be visible from any other place in our neighborhood, whether from the street, sidewalk, or from your neighbor's window, must be approved by the Architectural Control Committee (ACC). See Architectural Review later in this handbook.

# Common area

If you are an owner, when you purchased your Home you also acquired the responsibility for our Association assets such as our streets, curbs, sidewalks, trees and landscaping and other physical assets. Part of the dues you pay each month goes toward the maintenance and replacement reserve funds for these assets.

# Committees

These groups are the means by which you can involve yourself and make things happen at WHNHOA.

Some committees are permanent (standing) such as the Architectural Control Committee (ACC). Others are more transient (ad hoc). For example, the Budget Committee is appointed and becomes active from August through November as we begin to prepare our budget or as our Board directs. The Compliance/Rules Committee is appointed as we decide new or amended rules are required, to help resolve disputes or complaints, or to perform other activities consistent with its charter.

Still other committees are possible. Examples may be a Social Committee, Welcome Committee, Landscape Committee, Newsletter/Web-Site Committee, etc. A nice thing about living here is we really do run ourselves. You are part of us. If you have an idea for a new committee, club or group, you can start it—or you can join others in existing committees. Either way, you can affect how WHNHOA operates.

# Board of Directors

The management of WHNHOA includes management of our physical assets, money and other resources, contracts and liabilities. Your Board of Directors, made up of eleven unpaid volunteers, directs our affairs. They meet frequently to review and make decisions about our finances, common area maintenance, legal issues, committee proposals, and countless issues affecting us.

Our Board of Directors welcomes those who attend its regular meetings and is receptive to ideas and requests. They value your input.

Generally, Board members are elected after having gained experience and knowledge about our Association by having served on one or more committees. Committees are an excellent way to learn how we operate.

Each November at our Annual Meeting, we elect Directors. If you are an owner, you help decide who our eleven Board members will be.

If you have never been a member of a homeowners association, an important note: Our Board elections can affect you much more directly and significantly than most other Association or club elections you have participated in. Our Board is our business management body managing a budget of many thousands of dollars, including our Association assets, dealing with legal issues and making decisions affecting the value of our real estate. Our Board of Directors is not a social club. Please, elect it seriously and serve on it conscientiously.

# You and the Association

You are responsible for more than your Home. Your investment in the common interests of Woodland Hills North Homeowners Association Inc. obligates you to an equal share of responsibility for their management. Documents you received before purchasing your Home informed you of those obligations and your decision to purchase should have been made in contemplation of serving on one or more committees or on the Board of Directors.

Though many of us have tremendous demands upon our time, none of us is exempt from these responsibilities or the consequences of neglecting our collective obligations. Many of those obligations are prescribed in our DCC&R's, a document we are each legally bound to follow.

# General information

## Whom to contact

### General guidelines

Occasionally, you may have a question or problem with which you need assistance. Generally, if you own your Home, you should contact our Association President or appropriate Board or committee member. Telephone numbers are on the Residents' Handbook Supplement sheet you received with this booklet, updated periodically.

### About payments

We all pay dues regularly. Just as individual households have expenses, collectively we have ours. As an owner, please make your payments promptly.

Owners: Each year you make out a check for dues payable to "WHNHOA." Send your dues, assessments, or other payments in care of the party indicated on your statement. This will be from The Board. Should you have questions about charges on your statement, please call the Treasurer listed in our Supplement.

Note, any dues statement you receive is not a bill, but rather a statement sent for your convenience. The date your payment is due is not determined by when the statement is sent but rather is prescribed in our DCC&R's. (See Delinquency and Collection Policies and Practices, below.)

### Delinquency and collection policies and practices

The following summarizes our WHNHOA Delinquency and Collection Policies for homeowners: Annual assessments are due on the 1st day of January and are delinquent if not received by the 31st. In case of delinquencies, payments received are applied to the earliest accrued assessments first. A reasonable late charge of the delinquent assessment or the maximum rate permitted under Texas law shall be charged. Any delinquent assessment shall bear interest from the delinquency date or the maximum rate permitted under Texas law. The Association can also take legal action (suits, and liens) to collect delinquent dues. A lien will be filed for assessments overdue after 90 days. Legal fees, court costs and interest can be collected by the Association in enforcing payment of delinquent fees.

### To Report Security Issues

FIRE

Dial 911. Unless you can contain a fire quickly, call the fire department. Accidents happen, but if you delay out of fear or embarrassment, damage can be swift and extensive and we may all be

affected.

## Criminal activity

Report burglaries, thefts, break-ins, vandalism, violence, abuse to facilities, etc., directly to the police. When life or property is in immediate peril, dial 911. For less urgent matters call the police department at its business number. Then call one of our Board members so our Board of Directors can be informed and we can warn others if appropriate.

## To report maintenance problems

This is our neighborhood. We own our streets, and other common areas and are responsible to keep them clean. So, if you pass by a bottle or a paper cup someone has discarded, please help your neighbors out by picking it up and putting it into your trash. Let's all help.

## About neighbors and rules violations

A tradeoff of the benefits of our "country" living environment is that some of our habits and behavior may affect others. By agreeing to a body of rules, we can minimize problems. But more importantly, we must all exercise tolerance and consideration for our neighbors.

If you ever feel you need relief from something your neighbor does, please approach and discuss it with him or her. Usually you will find your neighbor very understanding and cooperative. And if you are the one approached, please be as cooperative as you can. A homeowners association has obligations and considerable powers to enforce rules compliance. Exercising those powers can be much more unpleasant than cooperating to resolve your neighbor's problem.

Only as a last resort, if your neighbor is not cooperative and you feel you have been more than tolerant, contact our Association President.

## For approval to modify your Home's exterior

The value of a Home can be affected by the appearance of other Homes nearby. Therefore, to protect our homeowners, our DCC&R's provides for a system of review and approval for exterior changes that homeowners may wish to make to their properties.

Almost any change you wish to make outside that will be visible from any other place in our neighborhood, whether from the street, or from your neighbor's window, must be approved by the Architectural Control Committee. Prior to beginning any exterior improvement see "How to get approval of your project in the Architectural Review Process" section of this handbook.) To apply for approval, contact the Chairperson of the Architectural Control Committee or the Association President. Telephone numbers should be listed on the Residents' Handbook Supplement sheet you received with this booklet (updated periodically) also in our newsletters and on our Web-site.

## For Association government

Contacts, addresses, and phone numbers for Management, Board, and committees are printed on the

Residents' Handbook Supplement sheet supplied with this booklet and updated periodically.

If you have an item of general concern to the rest of us, please contact one of the Board members.

# Exterior maintenance

You have probably seen a neighborhood where one Home with neglected maintenance affected the appearance (and property values) of nearby Homes. Our DCC&R's protects our property values by requiring each of us to maintain in attractive condition the exteriors of our Homes and of our landscaping.

Please keep the outside of your Home clear of debris and do not store materials where they will be visible from the outside.

Each homeowner is responsible for the irrigation and maintenance of his or her yard.

# Security

## Crime prevention

An effective Neighborhood Watch Program means each of us should know the people who live around us—so we can keep an eye out for each other.

So, meet neighbors you don't already know. You may wish to have an arrangement with a couple of neighbors you know and trust to exchange house keys for emergencies, to call the police should an alarm sound or should a suspicious person appear to loiter around yours or your neighbor's Home.

One can always be friendly and ask a stranger if he "needs help finding someplace." Someone who belongs will appreciate your help. Someone who has ill intentions will know he's been noticed, is subject to being recognized if he does try something, and may leave.

Your awareness and healthy suspicion is essential to our Neighborhood Watch Program.

## What you can do for yourself

In some homeowners associations, after a rash of burglaries the victims and neighbors may approach the Board with requests for increased security patrols, fences, special gates, alarms, and so on. Certain measures can be taken by a Board that will provide cost-effective protections. However, after proposing options and requesting bids, an analysis often determines such options not to be cost-effective when compared with much more effective security measures each resident can take individually. Instead of raising everyone's dues to cover less effective general security, the less expensive but more effective solution (in addition to being an active participant in our Neighborhood Watch program) is each homeowner making a one-time investment in quality security hardware.

Law enforcement officials have recommended locks with these characteristics: Dead bolt throw should be at least one inch long.

0 The bolt should be constructed with a case hardened steel roller in the center. The roller will spin if someone attempts to saw through.

0 The cylinder guard should have a non crushable, hard outer edge tapered or angled at approximately

eleven degrees. This reduces the chance of a tool twisting off the lock. Some have a tapered outer ring that spins.

0 The case or trim should be solid brass, bronze or steel.

0 The exterior part of the lock (trim) should be connected to the inside portion with connecting rods (bolts) at least one-quarter inch in diameter.

0 The mechanism of the lock should contain a five-pin tumbler system.

0 The strike plates should be secured to your door jamb with at least four screws, three- to-four inches long, anchoring securely into the wall stud.

The Association relaxes architectural controls to allow owners to equip front doors with any locks, deadbolts, or other common security devices without seeking ACC approval, so long as they are visually unobtrusive and do not significantly impact structures. If you have questions about security modifications you'd like to make, don't hesitate to call the chairperson of our Architectural Control Committee or our President.

Some other security precautions you can take:

- Install a home alarm system. You may wish to register your alarm with the police department so they will be able to contact you at work should your alarm sound.
- Use a locking pin in your sliding exterior doors.
- Engrave your personal property with your driver's license number. Photograph items you can't mark.
- Inventory your property, complete with serial numbers.
- Leave a light on or set a timer to turn on a light in the evening if you are away.
- Arrange to have a neighbor collect your mail and newspapers while you're gone.
- Don't leave a key under a door mat, flower pot, or other common hiding place. If you wish to have a second key in case of becoming locked-out, consider trading keys with a neighbor you trust.

## Fire

We do have fire risk at WHNHOA. Therefore, we bear special responsibilities to each other to minimize that risk.

- Test your smoke alarms periodically. Many of us have smoke alarms that are not connected to any centralized monitoring station. So if you hear a neighbor's alarm sound for more than a few seconds, please investigate.
- Keep at least two fire extinguishers in your Home, one in the kitchen and at least one more in another strategic location. They should be suitable for extinguishing all types of fires, including oil and grease fires.
- We "do not" have fire hydrants located throughout the development.
- We count on each other to keep our Homes free of fire hazards and to be very careful! If you see any fire hazard, please call our Association President or other Board member. Accidents happen, but a delay in calling the fire department out of fear or embarrassment
can cause significant damage under our circumstances. Unless you can contain a kitchen

or other fire immediately, call the fire department at 911 and provide the gate code for entrance. Please, we count on each other to protect our homes.

### Make sure we have your telephone number

Please make sure the Board has your current day, night and cell phone numbers. If something happens to your property or if an alarm goes off, someone may need to reach you. (Your phone number will not be given or sold to any business or charity to solicit you. It is for Association use only.) This is not a guarantee that we will call you should there ever be an emergency, but we would hate to be without your number should such a need arise.

## Selling by Owner

### Selling your Home

Before selling your Home, ensure that all exterior modifications to your Home have been approved by the Architectural Control Committee. Failure to disclose unapproved modifications to your buyer may expose you to legal liabilities.

Please, ensure that your buyer receives the required copies of the Bylaws, Articles of Incorporation, DCC&R's, Rules and most recent budget. You may have other disclosure obligations as well; consult with your real estate professional or attorney regarding them. Most of these documents should be available from our Management Company

After selling your Home, don't forget to notify the Board Treasurer or Secretary promptly so we can update our records.

The Association is not a legal party to transactions involved with your sale in the same way as your buyer, real estate, title, and mortgage companies; it is not bound by agreements among those parties. However, the Association is usually involved and tries to be helpful in providing requested information to those parties at reasonable fees.

## Insurance

### Our insurance

The Association normally maintains an association general liability insurance policy, casualty insurance for our common property and facilities, and directors and officers liability coverage. However, provisions of policies do change from time to time. If you are an owner, our current Board can provide you with a more detailed description of current coverage at any time.

Residents' Handbook

## Your insurance

Of course, our insurance policy does not cover your Home or personal property or liabilities. We strongly urge you to make sure you are adequately insured.


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# Rules



A consequence of living in any development is that some of our behavior may affect others. By agreeing to a body of rules we can minimize problems and maintain the value of our property and the pleasure of living at WHNHOA.

No one makes rules for us. We make our rules and we do it following a procedure we adopted that ensures fairness and member participation. No benefit comes from having rules to enforce. Our benefit comes from everyone's knowledge of what the rules are and, more importantly and above any rule, exercising tolerance and consideration for our neighbors.

## Vehicles

1. No vehicle shall travel faster than 30 miles per hour on the property.

2. Residents please advise your guests to park in your driveway or in the street directly in front of your home.

3. Except as noted only conventional passenger vehicles are permitted to park within WHNHOA. Exceptions are vehicles of contractors actively providing services to residents.

4. A resident's recreational vehicle or equipment may be parked in the resident's driveway on a non-recurring basis for no more than forty-eight hours. Recreational vehicles and equipment owned by guests temporarily visiting residents may be parked in the resident's driveway for no more than two weeks, provided prior written approval has been obtained from the Management Company. Recreational vehicles include trailers, boats, campers, trailer coaches, buses, house cars, camp cars, motor homes or other similar equipment or vehicles.

5. No noisy or smoky vehicles, off-road, or unlicensed vehicles shall be operated on the property, except as noted in "General Rules and Penalties for Violations".

6. No vehicle in disrepair for more than two weeks may be parked outside of a garage.

No vehicle may be dismantled, rebuilt, repaired, serviced or repainted except within a closed garage. This shall not be deemed to prevent washing and polishing of vehicles in driveways.

## Pets and animals

Drawn from rules common to many community associations, these rules should allow us to enjoy our pets without disturbing our neighbors.

1. No animals may be bred or maintained for any commercial purpose or in numbers deemed unreasonable by the Board.

2. Dogs and cats must wear collars to which is attached a license tag and identification of their owners, including either a telephone number and/or address.

3. Any animal not within a residence or otherwise physically confined, must be kept on a leash while on WHNHOA property.

4. Owners walking dogs shall be responsible for removal of waste left by their animals on the property.

5. Food may not be left outside for animals. Residents should keep outdoor garbage bin lids closed to prevent access by animals and to keep odor nuisance to a minimum.

6. No animal may be kept at WHNHOA that results in a nuisance to other residents, as determined by the Board.

7. Nothing herein shall be interpreted to restrict owners from imposing further restrictions regarding animals in their respective Homes.

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## Noise

Showing consideration and respecting the needs of others for a peaceful environment enhances the pleasure of living at WHNHOA.

1. Residents shall keep the volume of entertainment devices, musical instruments, and other sound equipment as well as voices to courtesy levels, as heard from outside their property bounds, so as not to interfere with the quiet enjoyment by others of their respective residences.

2. Entertainment devices brought outdoors onto common property should be kept at very low volume so as not to disturb others; use of headphones is strongly encouraged.

3. Residents are responsible to control pets that may create noise nuisances. Any animal that continues to cause a noise nuisance may be required to be permanently removed from WHNHOA.

4. Residents shall ensure that noise from engines, vehicle entertainment devices, tires and horns, and from any other machinery or devices is kept below nuisance levels, as determined by the Board. Residents shall be responsible to ensure their guests observe this.

5. Vehicle alarm systems are prohibited that are prone to false alarms or that emit audible signals to indicate status other than violation if such signals disturb other residents.

6. Owners of home alarm systems should become familiar with their security systems so as to minimize false alarms. They must ensure their systems comply with any County requirements for automatic shut-off.

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## Hazardous Materials/Activities

No resident may store or use hazardous, noxious, or illegal substances that could be a hazard, nuisance, annoyance, law violation, or could impact the insurability of the project.

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## Signs

No sign may exceed the size listed in our DCC&R's. For-Sale signs are limited to one's own property and to a type customary for Homes in San Antonio. Signs must be muted in tone and color or otherwise unobtrusive as determined by the Architectural Control Committee or Board. No other signs shall be displayed except as approved by the Board.

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## Residential businesses

Only unobtrusive types of businesses completely compatible with residential use may operate from a Home at WHNHOA. For example, a writer, artist, computer programmer, consultant, architect, graphic artist, or other individual who operates unobtrusively and in accordance with the following conditions may conduct business in his or her Home.

Residents may operate only City-licensed, residential businesses in conformance with any restrictions for residential business imposed by the City of San Antonio or other restrictions that the Board of Directors shall deem necessary to uniformly impose to preserve the residential character of the neighborhood and/or Home. In short, the business must be invisible.

1. The business use must be clearly incidental and secondary to the residential use of the Home.

2. The use shall not require any modification or alteration not customarily found in a Home nor shall it be visible from a street or adjoining properties.

3. There must be no window display, advertising, sign or other identification of the home occupation on the premises.

4. The use will not materially increase vehicular or pedestrian traffic over that normally found in the neighborhood nor will any additional parking be needed or provided.

5. No noise, dirt, fumes, odor, vibration, etc., not normally appurtenant to residential use nor greater in intensity or duration than that customarily associated with a Home shall be emitted as a result of the home occupation.

6. Not more than one commercial vehicle shall be permitted and this vehicle shall not exceed three-quarter ton rated capacity. Such vehicle shall not have commercial markings or signage. Such vehicle is subject to further restrictions as specified under Vehicle Rules.

7. The use shall not involve the storage of flammable, explosive or hazardous materials unless

specifically approved by the Fire Department.

8. The business must not involve illegal substances or activities.

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# Owners renting or leasing

Owners who rent or lease their Homes should understand that, should their renters violate rules or provisions of the DCC&R's, the Association usually has no direct legal recourse against the renter, but rather must pursue enforcement against the owner.

Other communities have experienced significant problems when owners attempted to manage their rentals themselves from distant cities. Inasmuch as owners bear responsibility for their renters' actions, they are encouraged to engage the services of a local professional management company or pursue other means to ensure good local supervision, protection of their property and compliance with our rules.

1. Any lease or rental agreement must be in writing.

2. Any lease or rental agreement must include the following notice:

"The terms of this (lease or rental) agreement are subject to the provisions of the Rules, DCC&R's, Articles, and Bylaws of Woodland Hills North Homeowners Association Inc.. Any failure by the (lessee or renter) to comply with the rules or terms of those documents shall be a default under the (lease or rental agreement)."

3. Owners shall be responsible for assuring compliance by renters and lessees with the Rules, DCC&R's, Articles, and Bylaws of Woodland Hills North Homeowners Association Inc..

4. Each owner must deliver to his lessee or renter a copy of the Association Rules not later than the commencement of lessee's or renter's occupancy.

5. Within ten days of lessee's or renter's occupancy, an owner must deliver to the Association a letter certifying that a written lease or rental agreement has been executed, that it contains the language described above, and that the lessee or renter has received a copy of the Association Rules.

# The architectural review process

## Why have a review process?

The value of a Home can be affected by the appearance of other Homes nearby. The proximity of our Homes to one another also bears increased risk of physical damage to foundations and structures from plants or from neglected drainage. The potential for such damage as well as impact to property values is enormous. Therefore, to protect our homeowners, lenders, and the City, our DCC&R's (Declaration of Covenants, Conditions & Restrictions) provides for a system of review and approval for exterior changes homeowners wish to make to their properties.

The importance of abiding by the Review Process goes beyond our agreement to be legally bound by it when we purchased our Homes. It can work only if we apply it fairly and uniformly when evaluating applications by our neighbors while serving as members of the Architectural Control Committee, and operating within the review process as applicants. The purpose of the system is not to impose unnecessary controls and restrictions, but rather to protect the value of one of the most important investments each of us will ever make—our Homes.

In order to ensure fairness:

- Standards are created within a public process. They are introduced, discussed, and voted upon at open Architectural Control Committee and Board meetings.
- We strive for a sound basis for our standards—to be realistic, objective and defensible. Typically, standards are developed with input from the developer, standards from other homeowners associations, and residents knowledgeable about City requirements.
- Standards can be changed with good cause by the Board of Directors with approval of the County Planning Department.
- Some architectural restrictions imposed by our DCC&R's can be changed by passing an amendment by vote of membership.
- Should an applicant feel that special circumstances exist that provide a compelling reason why a standard should not apply in a specific case, or if a standard does not exist, the applicant may request a variance be granted by the Board. Such a variance is also subject to approval by the City Planning Department.

# The Architectural Control Committee and You

Volunteer members of our Architectural Control Committee are appointed by our Board. This Committee helps to develop and implement standards, procedures and policies that govern changes members may make to their property. Its members review proposed plans and approve or disapprove them based upon standards of style, exterior design, appearance, location, and DCC&R's requirements. The Committee also assists homeowners and makes recommendations to help bring plans into compliance.

The City of San Antonio approved WHNHOA development as a Planned Development. As required for Planned Developments, the City reviewed and approved all aspects of the project and requires that most exterior modifications by homeowners be reviewed and approved by them as well.

Your role is two-fold:

a) First, when contemplating any exterior property modification you are encouraged to familiarize yourself with this chapter of the handbook and Page 7, Article 25 of our DCC&R's relating to architectural controls. It describes the basis for the controls, the charter for the Architectural Control Committee and the authority for enforcement.
b) Second, you will be working with the Architectural Control Committee to obtain approval for your application, and with the City, should your project require Planning Department approval or a building permit. The steps you will go through and the requirements for dealing with the Committee and the City are described later in this document.

# How to get approval for your project

The following is intended primarily for owners. If you are renting your Home, you will need to work with your Rental Manager or the owner of your Home to effect exterior improvements since our Board is authorized to approve applications only from owners.

## When to apply for approval

Approval from the Architectural Control Committee is required for almost any exterior modification. Generally, any building, fence, wall, structure, landscaping improvements that consist of predominantly hardscape materials located within the yard of any residence visible from any street, adjoining residence or community facilities must be approved by the Architectural Control Committee. No changes may be made to such things or to other exteriors without approval, except painting with the same color of paint as previously existed.

The Board also requires that an application be submitted for modification of an improvement, or reconstruction of an improvement that had been removed, dismantled or destroyed. If a standard has changed since previous approval, the Board may require that reconstruction, reassembly or modification

brings the improvement into compliance with the new standard. It is the applicant's responsibility to request and examine architectural standards that apply to an improvement to be reconstructed, reassembled or modified.

Approval is important. Making a modification without Architectural Control Committee approval may result in changes having to be undone at the member's expense. Other Association remedies include but are not limited to filing a notice of non- conformance that may affect the salability of the property, with filing/clerical fees assessed to the homeowner, and injunctive relief with the homeowner paying attorney's fees and court costs. The City also has zoning code enforcement procedures.

Remember, you agreed to the terms of the DCC&R's when you purchased your Home and those terms mandate the Review and Approval process. Someday, when you take your turn on the Board, you will learn you must enforce architectural controls or expose yourself and all of us as an association to liability. Please don't put your neighbors in a position where they must ask you to remove something that hasn't been approved; they have no choice. You do.

In order to help you determine if a contemplated project requires approval, some examples are listed below. If, after reviewing the examples, you are still unsure as to whether you need apply to have your project approved, it is better to apply.

## Examples of alterations not normally permitted

- Exterior antennas or wiring visible from common area. Satellite, parabolic or other unobtrusive antennas not visible from common area may be approved.
- Window additions or coverings that are not muted in tone and color
- Window air conditioners
- Security bars on windows, exterior or visible interior
- Structures on common property or within setbacks on lots
- Clothes lines visible from any common area or neighboring property
- Window awnings visible from any common area or neighboring property
- Painting exterior surfaces other than with the original colors
- Garbage can structures outside of rear/side yard fence enclosure
- Changes to driveways not specifically covered in the Architectural Standards

## Examples of alterations requiring approval

- Planting by residents on common property
- Changes that may affect drainage, including within drainage culverts
- Storage sheds, garages, carport, barns, etc.
- Additions or changes to fences and gates
- Children's play structures exceeding a standard height and are visible from street
- Awnings (that are not precluded above)
- Decks and patios
- Swimming pools
- Water fixtures such as fountains, waterscapes, spas and hot tubs
- Solar panels

- Any external structure visible from any street, adjoining residence or common area

### Examples of alterations not requiring approval

Though the following normally will not require application and approval, the Architectural Control Committee reserves the right to require approval should it determine a problem exists or might exist:

- Repair or reconstruction of fences to original, as-built condition.
- Temporary holiday decorations in place for less than 30 days.
- General plant landscaping not otherwise restricted above (or under Landscaping later in this handbook) is understood to be approved, provided it meets all other requirements and is compatible with the character of the neighborhood, with the following exceptions:
- Plants that may cause foundation damage, exterior damage or prevent maintenance to structures or interfere with easements.
- Plants large enough to encroach on neighbors' living space or affect shading of neighbor's property will require approval.
- For general tree and plant considerations, see Landscaping later in this handbook.

## How to apply for approval

Should you wish to begin construction or make an exterior change for which an application is required, this is what you should do:

1. For New Construction See Builder Packet

2. Applicants are encouraged to discuss their projects with their neighbors early in the planning stages to explore and resolve potential problems before expending significant time preparing a plan and application. Although permission from neighbors is not required for approval, the purpose of the approval process is to avoid problems and detrimental impact on neighbors. Such impact will be considered by the Architectural Control Committee when evaluating your application.

3. Make a photocopy of the Architectural Control Committee form entitled Application to Modify Exterior located in the back of this booklet and complete the form.

4. Make a scale drawing(s) of your proposed project. The drawing must depict the entire lot or property. Include top (plan) and side (elevation) views as necessary to clearly establish proposed location, elevation and construction detail of your modification. Your drawing should also include existing structures and boundaries where necessary to indicate relative location.

5. Submit three copies of your completed application and three copies of your scale drawing(s) to the Architectural Control Committee. You may send them to the current Association address, or simply give them to the chairperson of the Architectural Control Committee or to the Association President. Normally, an application fee is not required except for new residence construction where the plan review fee will be $250.00. However once plans are approved the homeowner or the builder must submit a $2000.00 compliance deposit, fully refundable, after the construction is fully completed. This deposit pertains only to new home construction.

6. The Architectural Control Committee will approve or disapprove your plans and specifications within 60 days of receipt of a completed application and will send you a Notice of Action on Application. If disapproved, you may modify your plans to conform with Architectural Standards, and resubmit. Or you may appeal the Architectural Control Committee decision in writing to the Board of Directors within 15 days of the decision.

The Architectural Control Committee may review the finished project to confirm that your improvement does comply with your approved plan and conditions. You must correct any deficiencies as determined by the Committee.

Most improvements members are likely to make are covered by one or more of the standards listed under Architectural Design Standards, below. However, if your desired improvement is not covered, you should still apply to the Committee.

- provide you with an applicable standard approved since this manual was printed.
- sponsor development of a new standard to be approved by the Board and City for incorporation into our architectural Master Plan (Architectural Standards).
- submit your plan to the Board to be considered as a variance.

It is perfectly acceptable for a member who wishes to construct a non-standard improvement to propose a new standard for consideration. A well-considered, thoughtful, written proposal, consistent with our Standards and Review Objectives described below under Architectural Standards, that addresses our common interests as well as yours, may shorten substantially the time needed for the Committee to refine and the Board to approve a new standard that applies to your project, thus expediting approval of your project. It will also help your neighbors by giving us a new standard for like projects.

# Architectural standards

## Authority

Principal provisions of our DCC&R's relating to architectural standards and control issues are included within Page 7, Article 25.

## Standards and review objectives

Objectives for design and review standards were adapted for WHNHOA from objectives recommended by the American Institute of Architects publication, Design Review Boards.

- Landscape and Environment Protection. To prevent the unnecessary destruction or blighting of the achieved environment.
- Relationship of Structures and Open Spaces. To ascertain that the treatment of built-up and open spaces is designed so that they relate harmoniously to the terrain and to existing structures that have a visual relationship to the proposed structures.
- Protection of Neighbors. To protect neighboring owners and users by ensuring that reasonable provision has been made for such matters as surface water drainage, sound and sight buffers, the preservation of views, light and air, and other aspects of design that may have substantial effects on neighboring property.
- Circulation and Easements. To determine that the proposed improvement facilitates appropriate access, servicing and maintenance, and protection of easements.

## Creation of standards

Standards are used by the Architectural Control Committee when evaluating applications. Decisions by that body are findings based upon the standards.

Although normally proposed by members of the Architectural Control Committee, any member may propose an architectural standard, consistent with our Standards and Review Objectives. A proposed standard may be considered by the Committee and

evaluated for merit. It may be rejected, or language altered and refined before being submitted to the Board of Directors for review and possible further modification.

# Architectural design standards

Nothing in these standards should be construed as a specification for purposes of conformance with City or State regulation, safety or protection of property.

## Definitions

In the standards that follow,

As-built refers to a condition that existed at the completion of original construction by the developer.

Height is relative to original, as-built average grade immediately under the improvement, unless otherwise specified within a standard.

Landscape shall mean lawns and gardens and their elements consisting of bushes, trees, flowers and any other plants, soil contour and hardscape improvements.

Hardscape shall mean non-organic landscaping material(s) including but not limited to cement, brick, flagstone, aggregate, rock and gravel.

Front Landscape Profile Area is that area directly in front of a home, excluding driveway, porch and porch steps, used to determine the maximum permissible area for front yard hardscape improvements. Specifically, it is that area bounded by the front of the home (the side with the front door), the front sidewalk or curb, and lines perpendicular to the front of the home drawn from the outermost siding of the home to the sidewalk or curb. Maximum permissible front yard and garden hardscape is a percentage of the Front Landscape Profile Area.

Fence shall mean a freestanding divider constructed of approved material enclosing the rear and side yards of a residence.

Wall shall mean a masonry sound wall that bounds one side of some yards.

Structure shall mean construction such as a deck, trellis, arbor, shed, hot tub, pool, play structure, permanent barbecue or other improvement not otherwise considered hardscape.

Permanent Structure is any structure anchored to the ground or to another structure with nails, screws, brackets, concrete, buried supports, root systems, or by any other means, or is sufficiently heavy or massive as to render the improvement not readily moveable. Any structure or improvement in an easement area must be moved out of the easement area upon request by the owner of the dwelling burdened by the easement.

Temporary Structure is any structure not physically anchored to the ground or attached to another structure or otherwise incapable of being readily moved.

## Dimensions

Dimensions and distances in these standards were determined with consideration for visibility, ensuring margin for maintenance to adjacent fences, walls and dwellings, preservation of drainage and minimizing potential for noise, and protection of rights granted by the CC&R's to homeowners burdened by easements.

## Drainage

Good drainage must be maintained to avoid damage to our Homes and common structures. No change shall be made that is detrimental to drainage from any residential or common area site. Improvements must not place additional drainage burden on a neighboring lot or upon common area.

A minimum slope of one percent is required for all hardscaped surfaces such as patios, and improvements made with concrete, brick, flagstone, and similar materials. Continuous hardscape, such as sidewalks, may not be closer than eighteen inches to walls or fences or neighboring dwellings. A minimum of two percent slope is required for soil, lawns, gardens, and other landscape. Grade must be maintained to channel water away from dwellings and toward drains. New drains and drainage channels must be installed, if necessary, to ensure positive drainage. Gutters and drains must be maintained to ensure flow is not obstructed.

Maintenance of drainage includes keeping drainage systems from clogging and ensuring that water flows freely through any drain. This is especially important since your neighbor's house may be affected by drainage from your lot.

### Proximity to other structures

Unless otherwise specified within a standard, the following apply with respect to proximity of a structure to other structures: No structure may be attached to a dwelling or fence. No structure may extend closer than thirty six inches to a masonry wall. No structure shall be built at a location which is within the front, side, or rear set-backs on an individual lot. Any structure in the easement area must be moved out of the easement area upon request by the owner of the dwelling burdened by the easement. No structure may be located where it would preclude access to a dwelling or structure for maintenance.

## General

No improvements or additions are permitted to fences or walls or to areas outside of the enclosed yards except for approved by the ACC

No modifications that increase the footprint of a dwelling are permitted. Any improvement that changes the elevation of a dwelling must be approved. Unless specifically indicated within a standard, all improvement structures shall be freestanding, detached from buildings, walls and fences.

All improvements, as well as existing structures and landscaping, shall be maintained in good repair and attractive condition, as determined by the Architectural Control Committee and Board of Directors as provided in CC&R's Page 7, Article 25.

No addition shall prevent proper function of dryer vents, foundation vents, or gutters and downspouts. Impact of construction activity may be considered in the review process.

# Specific improvements

## Exterior lighting

Exterior lighting must be directed so as not to interfere with, or ba a nuisance to adjacent properties or common areas. Lighting must be UL-approved for outdoor use and installed in compliance with electrical code and to sound construction standards so as not to present a shock, fire or other hazard.

## Decking

A deck may be constructed and must be of materials and be of such colors as approved by the ACC.

## Patios

A patio may be constructed and must be of materials and be of such colors as approved by the ACC.

## Hot tubs and spas

Spas and hot tubs will be permitted only in rear yards and in compliance with all County and State codes and regulations. Its owner must ensure there will be no leakage or splash that could affect drainage, landscaping or structures.

No noise may be generated by the equipment that exceeds 50 db (A) as measured from neighboring property. All appurtenant electrical, plumbing and mechanical equipment must be screened from view from neighboring property and common area.

## Central air conditioners

Outside components must be placed on a level, sturdy concrete pad at least three inches above grade on the ground and within two feet of a permanent structure. An air conditioner must be installed in accordance with all applicable code and must conform to City standards limiting sound for stationery equipment.

## Children's play and recreational structures

Unless otherwise approved by the ACC structures may not exceed the nominal standard feet in height. Structures must be set back form fences a minimum of six feet. Color must be compatible with our standard trim color, or the house color, or an earth-tone compatible with fencing, or other muted color approved by the Architectural Control Committee.

## Fences and Gates

Perimeter fences, cross fences and gates, material & design must be approved by the ACC.

# WHN Residents' handbook supplement "A"

This supplement includes information about WHNHOA subject to change, such as contacts and telephone numbers. Future supplements may also include handbook corrections and changes. Please, keep this with your Residents' Handbook.

Please do read your Residents' Handbook. It embodies many years of experience in dealing with neighborhood issues and problems, explains rules, maintenance standards and other obligations, whom to contact for what, Association government, Architectural Review, and answers to most frequently asked questions.

## Association mailing address

Woodland Hills North Homeowners Assc. Inc

C/O Bob Vrana

295 W. Borgfeld Rd.
San Antonio, TX 78260

## Board of Directors

Our Board of Directors, normally consisting of eleven elected volunteer homeowners, invites you to attend any of its regular Board meetings. Meeting dates are published in our newsletter and on our web site, or by contacting anyone listed below. If you have a topic you would like placed onto the agenda, please contact our Board President. If unable to attend a Board meeting, you may give a letter to any Board member. We look forward to seeing you at our meetings.

**Our 2015 WHNHOA Directors are:**

| Name | OfficeHeld | HomePhone |
|---|---|---|
| Mike Fuller | President | 210-867-5436 |
| Jason Diamond | Vice President | 830-438-6136 |
| Bob Vrana | Treasurer | 830-714-9174 |
| Wendy Sachs | Secretary | 830-714-5324 |
| Tom Bounds | Social Chairman | 210-723-9936 |
| Abigail Bristow | HOA Website | 830-714-4047 |
| Jana Bounds | ACC | 210-723-9936 |
| Jim Nussbaum | ACC | 830-980-4280 |
| Darren Stanzione | ACC | 830-438-3804 |
| Edwin Lewalski | ACC | 830-980-5735 |
| Billy Cauley | Board Member | |
| Eric Chuber | Board Member | 210-240-1998 |
| Nona Hoyer | Board Member | 830-980-7667 |
| Kris Richter | Board Member | 830-980-5629 |