OAK HOLLOW ESTATES
HOMEOWNERS ASSOCIATION, INC.

IN THE HEART OF THE TEXAS HILL COUNTRY

POLICY GUIDANCE HANDBOOK

Visit us on the web at www.oakhollowestates.org

This handbook contains implementation policy of certain Articles contained in the Oak Hollow Estates Homeowners Association, Inc. (OHHA) By-Laws and Declaration of Covenants, Conditions and Restrictions (CC&Rs). Where a policy is based on specific guidance contained in the By-Laws or CC&Rs, the prescribing directive is referenced.

This handbook also contains policy, as well as recommendations, that are not specifically addressed in the By-Laws or CC&Rs. In those cases, the guidance is presented in an effort to promote consistency, harmony, and fairness to the community as a whole and individual lot owners alike.

Residents are reminded that the Architectural Control Committee (ACC) must be consulted and approval for the project must be received before initiating any external changes to their property. Requests will be considered on a case-by-case basis. Unfavorable rulings of the ACC may be appealed to the Board of Directors (BOD). In those cases, the resultant decision of the BOD is final.

All policy contained herein has been approved by the OHHA BOD, on September 20, 2011, as authorized by Article IV of the By-Laws.

INDEX

Financial	Page 3
Long Range Planning	Page 7
Architectural Control	Page 8
Care and Appearance of Lot and Structure	Page 8
Fencing	Page 9
Auxiliary Structures	Page 10
Recreational/Sports Equipment	Page 10
Parking	Page 10
Website, Homeowner Directory, & E-mail	Page 11
Complaint and Suggestion Procedure	Page 12
Pool Rules	Page 13
Rental or Leasing of Your Home	Page 14
Contractor Rules and Regulations	Page 16

Financial

Prescribing Directive: *Articles VII and VIII of OHHA By-laws and Article VI of OHHA CC&Rs*

A. Budget

The Treasurer will oversee preparation of the annual plan for expenses based on committee needs and/or directives from the BOD. When approved at the annual business meeting of OHHA, this will be the basis for the yearly assessment charged to each homeowner. Included in the plan will be the amount (5% of budget) for contingency expenses. Any surplus checking or operating savings amounts remaining at the close of the prior fiscal year will be shown as an entry carried forward to the new fiscal year. Such amount(s) serve as a credit against anticipated costs of the total budget proposed.

B. Late Charges and/or Unpaid Assessment Interest

Any shareholder paying the annual assessment after the due date shown on the assessment invoice will be charged a late fee of 12% of the amount invoiced. This amount will be added to the assessment charge. Thirty (30) days beyond the original billing date, unless specific arrangements are otherwise made, unpaid assessments and late charges will bear interest accruing monthly at an annual rate of 12%. Actions by Small Claims Court (liens or judgments) will be pursued vigorously when interest charges commence.

ALTERNATE PAYMENT SCHEDULE POLICY

After the budget is passed at the general meeting in mid-April, the invoices for the yearly assessment are mailed to residents before the end of that month. Having given a minimum of 30 days notice, payments are then due May 31st, and are delinquent if not paid by June 1st of each assessment/fiscal year.

With approval prior to June 1st between the treasurer and the owner, delinquent payments may be made under a prorated payment plan. These payments, without penalty, may be made in three equal installments in May, June, and July of the assessment year in question.

As stated in the Texas Property Code: As of August of the year in question, late fees (12%) and interest (12% per annum) may be added as specified in the CC&Rs of the Oak Hollow Estates Homeowners Association, dating from June 1st, July 1st, or August 1st, depending on which month the payment is delinquent. If the total amount is not paid by August 1st, a written notice will be sent giving the owner 30 days to pay in full by September 1st. The notice will also state that the account either will be turned over to a collection agency or a lien will be filed if the account is not paid in full by September 1st.

Any special assessments that are levied will be given the same amount of time between the invoice and the three equal payments as above, provided there is a prior agreement between the treasurer and the owner.

According to Texas Code: If a payment plan is not completed as agreed, Oak Hollow Estates Homeowners Association is not required to enter into a payment plan with an owner who failed to honor the terms of a previous payment plan during the two years following the owner's default. Revised 9/20/2011

C. Copying Policy

Prescribing Directive: *Texas Administrative Code Title 1, Part 3, Chapter 70, Rule 70.3*

If the Board is asked to provide copies of any records, the following policy will apply:

COPYING POLICY:
RESEARCH, REVIEW, PRODUCTION

**Standard 8 1/2" x 11" copies, B&W only*	*$.10 per copy/one side*
Nonstandard copies - 11" x 17" B&W only	*$.50 per copy/one side*
*** Labor for locating, compiling, and reproducing public information*	*$15.00 per hour*

** The charge for standard copies reproduced by means of an office machine copier or a computer printer is $.10 per page or part of a page. Each side that has recorded information is considered a page.*

*** The charge for labor includes the actual time to locate, compile, manipulate data, and reproduce the requested information. A labor charge shall not be billed for requests of 50 pages or less, unless the records to be copied are located in: (A) Two or more separate buildings that are not physically connected with each other; or (B) A remote storage facility.* Revised 9/20/2011

D. Capital Improvement Project

The term “Capital Improvement Project” (CIP) refers to the maintenance, repair and/or replacement of existing or original equipment, furniture, facilities, etc. Any expenditure for new facilities or equipment, such as a basketball court or pool shade cover, requires a Special Assessment vote (see Long Range Planning).

E. Rental of Clubhouse and Pool

The clubhouse and pool are intended for association members' use only. There is no charge for OHHA members and their immediate family using these facilities for non-exclusive social purposes. Non-members who are guests of members are allowed to use the clubhouse and pool, provided the number of non-members does not exceed six (6), and only in the company of an adult member. When an association member knows or anticipates this number will be exceeded,

the member must reserve the clubhouse and/or the pool and remit the appropriate rental fee for such exclusive use.

Contact the OHHA Treasurer at least seven (7) days in advance to schedule rentals. If the Treasurer cannot be reached, contact the Vice President. For 1-4 hours the clubhouse rental is $35; 5-8 hours is $50; the pool rental is $45 for 1-4 hours and $65 for 5-8 hours; both are $75 for 1-4 hours and $90 for 5-8 hours. The rental payment is due at the same time of the reservation. ***(NOTE: The pool may not be rented for private parties on Memorial Day, Independence Day or Labor Day.)*** The OHHA member renting the facility is responsible for the conduct of persons using the facilities, as well as all cleanup and damage repair costs. *Revised 9/1/08*

F. Transfer Fee and Resale Certificate

The purchaser of a re-sale home or otherwise improved plat will be charged a Transfer Fee of $50.00 to cover our costs for document reproduction and administrative efforts. The Title Company handling the closing will collect this fee from Purchaser. This collection will not apply to transfers of title from Developer to Contractor. It does apply to transfers of title resulting from new construction being sold by a contractor or developer.

OAK HOLLOW ESTATES HOMEOWNERS ASSOCIATION
RESALE CERTIFICATE
Chapter 207, Texas Property Code
Revised 2011

Resale Certificate concerning the Property (including any common areas assigned to the Property) located at _____(Street Address), City of Kerrville, County of Kerr, Texas, prepared by the property owners' association ("Association").

A. The Property ☐ is ☐ is not subject to a right of first refusal or other restraint contained in the restrictive covenants that restricts the owner's right to transfer the owner's property.

B. The current regular assessment for the Property is $_____ per year (May 1 to April 30).

C. A special assessment for the Property due after the date the resale certificate was prepared is $_____ payable as follows: _____.

D. The total of all amounts due and unpaid to the Association that are attributable to the Property is $_____.

E. The capital expenditures approved by the Association for its current fiscal year are $_____.

F. The amount of reserves for capital expenditures is $_____.
_____.

G. Unsatisfied judgments against the Association total $_____.

H. There ❑ are ❑ are not any suits pending against the Association. The style and cause number of each pending suit is:

_____
_____
_____

I. The Association's board ❑ has actual knowledge ❑ has no actual knowledge of conditions on the Property in violation of the restrictions applying to the subdivision or the bylaws or rules of the Association. Known violations are:

_____
_____
_____

J. The Association ❑ has ❑ has not received notice from any governmental authority regarding health or building code violations with respect to the Property or any common areas or common facilities owned or leased by the Association. A summary or copy of each notice is attached.

K. The Association fees resulting from the transfer of the Property are $_____ payable to _____.

L. The Association's managing agent is _____
(Name of Agent)

_____
(Mailing Address)

_____ _____
(Telephone) ***(Fax Number)***

_____
(E-mail address)

M. The restrictions ❑ do ❑ do not allow foreclosure of the Association's lien on the Property for failure to pay assessments.

N. Required attachments:

1. CC&Rs

2. Rules/Policy Guidance Handbook

3. Bylaws

4. Current Operating Statement

5. Current Operating Budget

6. Certificate of Insurance concerning Property and Liability Insurance for Common Areas and Facilities

7. Any Governmental Notices of Health or Housing Code Violations

NOTICE: THIS SUBDIVISION INFORMATION MAY CHANGE AT ANY TIME.

_____
(Name of Association)

By: _____

Print Name _____

Title _____ ***Date***_____

Mailing Address_____

E-mail _____

G. General

The Treasurer (OHHA) maintains two separate banking accounts - a Checking Account and a Savings Account. All income, regardless of source, is deposited in a two section Savings Account. One section is used as the repository of general savings and the other the savings deposited for the Capital Improvement Plan (CIP). The CIP fund also includes long-term investments such as Certificate of Deposit. From time to time, transfers of monies from general savings into Checking are made as needed to support monthly expenses.

H. Document Retention Policy

Per Texas Property Code, Chapter 209, Revised 2011

All documents will be retained as follows:

(1) certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently;
(2) financial books and records shall be retained for a minimum of seven years;
(3) account records of current owners shall be retained for a minimum of five years;
(4) contracts with a term of one year or more shall be retained for a minimum of four years after the expiration of the contract term;
(5) minutes of meetings of the owners and the board shall be retained for a minimum of seven years; and
(6) tax returns and audit records shall be retained for a minimum of seven years. Revised 9/20/2011

Long Range Planning

Prescribing Directive: *Article VII, OHHA By-laws, and Article VI, OHHA CC&Rs*

The Long Range Planning Committee (LRPC) shall consist of five OHHA homeowners appointed by the OHHA BOD. The LRPC will review the schedule of CIP (maintenance/repair/replacement) items annually. The purpose will be to update the estimated cost of each item coming up for the next fiscal year. If changes need to be made, the LRPC shall revise the affected schedule accordingly.

The LRPC shall be responsible for gathering information annually regarding the community's desire to have any capital improvements made to the community that fall in the category of expenditures requiring a Special Assessment (capital expenses for items not properly a part of the CIP budget for maintenance, repair, or replacement). This committee will review tentative programs or items and determine their relative importance and cost. The committee will then recommend to the BOD which items, if any, are worthy of consideration by the membership. This would be a separate voting/approval process from that of the

normal annual operating budget approval process. Any such items placed before the membership will require a 75% majority vote of those members (to include proxies) present to win approval. If approved, all of the lot owners would then be assessed an equal amount of the cost of the item.

All lot owners are reminded that their individual suggestions and/or opinions are genuinely needed by the committee. Do not wait until the voting date to suggest, complain, or support the items of interest or desirability to you.

Architectural Control

Prescribing Directive: *Article VII, OHHA CC&Rs*

Any exterior changes to a lot owner's property, dwelling, or any improvements including, but not limited to, changes in paint color and/or roof color, decks, shade covers, satellite dishes, antennas, lighting, propane tanks, or any modification to the land that would affect lot drainage patterns, or any structural modification, must have complete plans and scheduled completion dates submitted to the Architectural Control Committee (ACC) prior to the beginning of work. A letter of approval or denial will then be issued by the ACC. There should be absolutely no work begun on the project prior to receipt of an approval letter.

Care and Appearance of Lot and Structure

Prescribing Directive: *Articles VII and VIII, OHHA CC&Rs*

Lot owners are expected to maintain their lots and all improvements thereon in a manner that perpetuates the beauty and visual appeal of the area.

A. Occupied lots:

1. Lots with grass yards must be edged and mowed regularly and be weed free. Sufficient ongoing care will be maintained to ensure the continual growth of lawn grasses.

2. Lots with rock will be kept weed free. Any plastic weed barrier will be kept covered.

3. Garbage cans must be stored in such a fashion so as not to be visible from the street. If the garbage cans cannot be stored in the garage, builders and homeowners are required to construct appropriate ACC-approved enclosures alongside the house.

4. Other trash, yard clippings, tree/shrub trimmings, boxes, containers, packing materials, etc., must be stored in such a fashion as to not be visible from the street.

5. Lot owners, who have been cited in writing by the Board for lack of care of lawns, planter beds, etc., will be given 30 days to correct the problem. If not corrected, the Board will have the work done and bill the owner.

TPC Sec 209.006 (a) Before a property owners' association may suspend an owner's right to use a common area, file a suit against an owner other than a suit to collect a regular or special assessment or foreclose under an association's lien, charge an owner for property damage, or levy a fine for a violation of the restrictions or bylaws or rules of the association or its agent must give written notice to the owner by certified mail, return receipt requested.
(b) The notice must (1) describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the association from the owner; and (2) inform the owner that the owner: (A) is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months; (B) may request a hearing under Section 209.007 on or before the 30th day after the date the owner receives notice. Revised 9/20/2011

6. Fences must be maintained and/or replaced as needed.

7. Homeowners are encouraged to comply with city ordinances regarding production and prompt removal of animal waste from their property.

B. Unoccupied Lots:

1. Lots, including easements, will be kept mowed so as to not allow weeds/grasses to exceed two feet in height or the maximum height currently specified in the Kerrville city statutes, whichever is shorter.

2. Tree stumps and other items such as construction materials/debris shall be removed and the lot “smoothed” within two weeks after construction is completed.

Fencing

Prescribing Directive: *Article VII, OHHA CC&Rs*

A. All fences must be 6 feet high and approved by the ACC. (Garbage can and propane tank enclosures can be shorter than 6 feet high). Some types of fencing, including, but not limited to, chain link, split rail, wood post, picket, wire, and plastic, will not be approved by the ACC.

B. If a wooden gate faces the street, the smooth side of the gate must be on the outside and all portions of the wood fence that face the street must be smooth side out as well. Homeowners might consider having the smooth side of the fence on the outside all around the yard to provide better security, but this is not required.

C. Fencing must extend to property or easement lines.

Auxiliary Structures

Prescribing Directive: *Article VII, OHHA CC&Rs*

A. All outbuildings must be approved in writing by the ACC. Storage sheds can aesthetically affect both individual property and the neighborhood. As a result, all storage sheds should be compatible with the neighborhood as well as the architecture and landscape surrounding the house. They must be designed to respect the "visual rights" and aesthetic interests of neighborhood properties. They must be screened/shielded from view from the street in front of the house and have minimal impact on adjacent neighbors' views. The ACC will review materials, colors, location, and scale of the proposed addition to determine its compatibility with surrounding structures and sites. Structures deemed visually offensive either to neighbors or the street will not be allowed. The primary concerns are access, view, sunlight, ventilation, and drainage. They will be reviewed on a case-by-case basis.

B. Carports, shaded parking structures, lean-tos, and similar structures are not allowed.

Recreational/Sports Equipment

Prescribing Directive: *Article VII, OHHA CC&Rs.*

Recreational/sport equipment such as basketball hoops and tennis, volleyball, or badminton nets will not be permanently erected or, if movable, placed in any location on the homeowner's lot that is visible from the street. Such equipment may be temporarily erected in the owner's driveway, but must be disassembled or moved back to a location out of sight from the street during periods of non-use. Additionally, play with the items must not interfere with any resident of the community. Playhouses must meet ACC approval, and, if approved, must be well-maintained. Fencing is required to screen the equipment from the view of neighboring property owners.

Parking

Prescribing Directive: *Article VII, OHHA CC&Rs*

A. <u>Automobiles:</u>

Residents are encouraged to park their automobiles, pick-up trucks, etc. in their garage or driveway. Parking of vehicles in the street at curbside is strongly discouraged. Parking of vehicles in the street facing in the wrong direction is illegal. Parking in the street increases the risk of accidents to children who may not be seen entering the street, from neighbors backing out of driveways across the street, and from general traffic congestion in the street. Further, it creates visual "clutter" and detracts from our neighborhood's pleasant appearance.

B. Trucks:

Semi's, dual, or single axle commercial vehicles weighing in excess of 2 tons are prohibited from parking in the community. Any vehicle that cannot be parked wholly on the homeowner's driveway - or any vehicle that extends onto the sidewalk or street shall not be parked in this community.

C. Recreational:

RVs must be approved by the Architectural Control Committee (ACC). They are prohibited unless stored behind privacy fencing, which must be approved by the ACC. This restriction applies to class “A”, “B”, and “C” RVs and to pick-up truck campers. Under no circumstances shall a shade structure, roof, lean-to, overhead shield, or carport be allowed for sheltering RVs or other vehicles. Consideration will be given to visiting guests.

D. Boats, Planes, Trailers, Campers, and Motor Homes:

Boats, planes, trailers, campers, and motor homes may not be parked outside the owner's residence for more than 48 hours without prior approval of the ACC. **If** approved by the ACC, such vehicles **may** be parked behind privacy fences. Consideration will be given to visiting guests.

E. Environment:

Vehicles leaking oil or hydrocarbon substances on the street are prohibited. The run-off of these materials goes directly into the Guadalupe River, and is a pollution hazard.

Website, Homeowner Directory, & E-mail

Prescribing Directive: *None*

The Association will maintain an Internet website to keep lot owners informed of BOD minutes, policy changes, monthly financial data, and other items of interest to the community. The website will be updated as necessary, but no less frequently than once monthly to make these notifications in a timely manner. Each homeowner is encouraged to make comments concerning the website and suggest content changes to make it more informative. A member directory will be included within the website and kept current by the webmaster.

E-mail messages will be sent to members in a timely manner to keep everyone informed of upcoming meetings, events, website updates, Neighborhood Watch alerts, etc.

Complaint and Suggestion Procedure

Prescribing Directive: *Article IV, OHHA By-laws*

A. The Board of Directors is the organizational element responsible for oversight and enforcement of the OHHA By-Laws and CC&Rs.

B. Complaints and suggestions by OHHA residents may be submitted in writing (letter or e-mail), over the phone, or in person to any board member. Letters may be deposited in the mailbox at the Community Center.

C. Residents need not identify themselves in their correspondence. If the resident chooses to be identified, but requests confidentiality in the handling of the complaint, the Board of Directors will make every effort to respect those wishes.

D. The Board of Directors will act promptly on any complaint or suggestion.

E. When appropriate, a written response will be provided to the resident who made the complaint or suggestion. Likewise, when appropriate, the Board of Directors will cause an article addressing the subject of the complaint/suggestion to be placed in the OHHA newsletter.

Pool Rules

Prescribing Directive: *Article XIII, OHHA CC&Rs*

See next page

SWIMMING POOL RULES

OAK HOLLOW ESTATES HOMEOWNERS ASSOCIATION

(The pool normally opens on April 15 and closes on October 15.)

1. There is no lifeguard on duty; swim at your own risk.
2. Pool **gate must be kept locked** and the key must remain in the custody of the member at all times. Restroom doors are not to be propped open.
3. **Infants and non-toilet trained children must wear disposable swim diapers when in the pool.**
Parents must check children's swim diapers every 20 minutes to assure that no fecal matter gets into the water. **In the event of an accident, parents must immediately remove any fecal matter and report the incident to pool maintenance** (the number is posted on a sign in the pool). Additionally, parents must not dispose of swim diapers, or any diapers in the pool area and clubhouse trash cans.
4. Members and guests 15 years and older may swim at any time. Children **under 15** ***must*** be accompanied by a responsible adult of at least 18 years of age. Children **under 15** are ***not*** allowed in the pool area after 10PM.
5. Pool use is restricted to residents and their guests. **Guests *must* be accompanied by a resident.** Unauthorized persons using the pool will be trespassing and may be prosecuted. No more than **six guests** per household may use the pool at one time. If more than six guests are expected, the pool must be reserved (see#6).
6. Pool parties are not allowed without a prior reservation and a $45 fee for 4 hours or a $65 fee for 8 hours, paid in advance. Use of the Clubhouse during pool parties should be restricted to the restrooms unless the Clubhouse is also reserved. You may reserve both the pool and Clubhouse for a $75 fee for 4 hours or a $90 fee for 8 hours.
    a. The pool may be reserved for a maximum of eight (8) hours.
    b. The resident making the reservation is responsible for any damage and clean up of the pool area.
7. No pets are allowed within the pool enclosure.
8. No breakable containers are allowed within the pool enclosure.
9. All persons using the pool shall remove all of their materials and refuse.
10. Swimming attire is required at all times.
11. Use care when opening and closing the table umbrellas. Close umbrellas after use.
12. These rules, signs posted in the pool area, and common sense shall be observed at all times.
13. The pool telephone is provided for 911 emergency calls only.
14. Vandalism will be reported to the Kerrville Police Department. If the vandals live in Oak Hollow Estates and are members of OHHA, the head of the household will be responsible for repair costs.
15. Violation of any of the above rules and regulations may result in suspension of pool privileges for a period deemed appropriate by the Board of Directors. Following a Board of Directors decision to suspend pool privileges, the resident must relinquish their pool gate key. Refusal to relinquish the key will result in the lock being re-keyed, the cost of which will be billed to the resident, and the resident's loss of pool privileges for the remainder of the year.
16. Only one set of keys is authorized to be issued per lot, and, if the lot is rented, then it is up to the owner to decide if he keeps them or hands them over to the renters.

****

We, the undersigned residents of Oak Hollow Estates, residing at _____,
hereby acknowledge receipt of Pool Gate Key #_____ and Clubhouse Key # _____.
We agree to comply with the pool rules and regulations as stated in this document. Further, we understand that release of the key to any person who is not a resident of Oak Hollow Estates and authorized unescorted access to the pool is a serious violation of policy and will result in suspension of our pool privileges. In the event that I rent this house, I understand I may either retain the key and rights to the pool, or give the key and those rights to the renter, but not both. Lastly, we acknowledge that replacement of a lost key will require a statement of the circumstances regarding its loss and the payment of a $15.00 fee for the replacement key.

Signature_____**Signature**_____**Date**_____

Email _____ **Phone**_____ Revised 9/15/2016 Filed with county clerk 4/4/2018.

Rental or Leasing of Your Home

Prescribing Directive: *Articles I, IX, XIV, and XV OHHA By-Laws*

Any Owner that rents or leases his/her home shall:

A. Have a written rental/lease agreement, and that agreement shall be subject to the provisions of the Declaration of Covenants, Conditions and Restrictions, the By-Laws, and the Policy Guidance Handbook of Oak Hollow Estates (herein after known as the Governing Documents), and provide that any failure by the renter/lessee to comply with the terms of these Governing Documents shall be a default under the rental/lease agreement. The Governing Documents may be viewed on our website, http://www.oakhollowestates.org .

B. Have a clause in the rental/lease agreement that provides for the tenant to acknowledge the receipt of a copy of the Governing Documents.

C. Furnish to the tenant at the time of signing the renter/lessee agreement a copy of the Governing Documents with which the tenant is expected to comply. The Owner will be held responsible for any and all violation(s) and any costs which may result from said violation(s).

D. Provide to the tenant the Owner's copy of the key(s) to the pool and/or Clubhouse, if desired. Either the owner or the renter may have access to the pool and/or Clubhouse, but not both.

E. Within thirty (30) days after renting/leasing his/her home, furnish the OHHA Board of Directors the Owner's absentee address, work, and home phone number(s) and the tenant's name(s), work address, and phone number(s) using form 1-1 provided by the OHHA. (Form on next page)

F. Retain the right to vote on any Association matters, either in person or by proxy.

G. Continue to be responsible for the payment of all dues and/or assessments levied by the Association.

See next page for Renter Agreement form

RENTER AGREEMENT

Prescribing Directive: Article V, Paragraph E, OHHA By-Laws

I/We, _____, Owner/s of the house located at:

_____, Oak Hollow Estates, certify that we have given a copy of the Governing Documents, ***Declaration of Covenants, Conditions and Restrictions for Oak Hollow Estates Section One or Section Two*** (as appropriate), ***By-Laws of Oak Hollow Estates Homeowners Association*** (OHHA), and ***Oak Hollow Estates Homeowners Association Policy Guidance Handbook***, to the renter(s) of our house. (View on http://www.oakhollowestates.org)

Further, I/we do hereby certify that I/we have specifically reviewed Article IX, Obligations of Owners, in the By-Laws of OHHA.

OWNER SIGNATURES: Date_____

House Owner _____ Phone _____

House Owner _____ Phone _____

Current Address_____ e-mail _____

Additionally, I/We ***do*** or ***do not*** (circle one) relinquish the following keys to our renters and acknowledge that replacement of a lost key will require a statement of the circumstances regarding its loss and the payment of a $15.00 fee for each replacement key:

Pool Key Number _____ Clubhouse Key Number _____

RENTER SIGNATURES: I/We have received the above listed OHHA documents:

Renter_____Phone_____

Renter_____Phone_____

Date_____ e-mail _____

If given the clubhouse and/or pool key, we agree to comply with the pool rules and regulations as stated in the Swimming Pool Rules document to be given to us by the Welcoming Committee and as can be viewed on http://www.oakhollowestates.org. Further, we understand that release of the key to any person who is not a resident of Oak Hollow Estates and authorized unescorted access to the pool is a serious violation of policy and will result in suspension of our pool privileges.

Signature - Pool Key _____ Signature - Clubhouse Key _____

Please give the original signed document to one of the members of the Board of Directors.
Revised 6/8/2010

Contractor Rules and Regulations

Prescribing Directive: *Article VII, OHHA CC&Rs*

A. All building and fencing plans must be submitted to and approved in writing by the Oak Hollow Estates Homeowners Association (OHHA) Architectural Control Committee (ACC) prior to commencing any work. All proposed exterior changes must also be approved in writing by the ACC.

B. All plans must include a plot plan showing the house placement on the lot and showing lot drainage around the house.

C. All new home plans must include provisions for storing garbage cans such that they cannot be seen from the street. Where feasible, a fenced, concrete pad alongside of the house is the preferred solution.

D. The contractor or subcontractors and their employees shall not operate generators, saws, or other loud equipment that may be a nuisance to neighbors earlier than 7:00 A.M. or later than 6:00 P.M. (Monday through Saturday); or earlier than 9:00 A.M. or later than 4:00 P.M. (Sundays). Exceptions to this rule would be work which may be temperature related, such as pouring concrete, which may be performed when necessary.

E. The contractor or subcontractors and their employees shall not play radios so loud that they can be heard by adjacent neighbors, or become a nuisance. The contractor shall also direct his subcontractors and their employees to refrain from using loud, abusive, or profane language.

F. The contractor, subcontractor, and their employees are discouraged from bringing dogs or other pets to the construction site. If necessary to do so, the pets must be kept quiet and on a leash.

G. The contractor and subcontractors shall not store or park construction equipment, backhoes, dump trucks, etc., when they are not being used, on the construction site. This kind of equipment shall be removed within five (5) working days of its last usage.

H. The contractor shall insure that all subcontractor and employee vehicles shall be parked such that they do not block any neighbor's driveway access, that existing driveways are not used for turning around or parking, and that all vehicles are parked on the same side of the street.

I. The contractor shall provide an on-site Dumpster, trailer, or other enclosure in which all scrap materials, cans, sacks, papers, and other debris shall be contained until such materials are hauled off the site. Porta Potties are required by the city.

J. The contractor shall continuously clean up and keep the construction site in an orderly fashion and sweep and/or hose away any dirt that may have been deposited on the street or sidewalk.

K. The contractor shall immediately pick up/clean up any building materials or other materials that blow off the immediate site onto adjacent properties.

L. The contractor shall remove all left over building materials, including bricks, trash, brush, tree branches, tree roots, debris, etc., from the building site and adjacent lots within 24 hours of passing the final building inspection by the City of Kerrville.

If the contractor has any problems complying with any of the above guidelines due to hardship or extenuating circumstances, the OHHA ACC must be contacted to consider an exception to these requirements.