DEER VALLEY HOMEOWNERS' ASSOCIATION

Rules & Regulations

The community's rules in plain language — each one traced to the recorded Declaration

About this document

These Rules & Regulations were adopted by the Board of Directors of the Deer Valley Homeowners' Association. The Association's authority to publish rules for the community comes from the Declaration itself (Declaration §2.1(a)).

Every rule in this document comes from the community's recorded **Declaration of Covenants, Conditions and Restrictions** (the "CC&Rs"). The Declaration section each rule comes from is printed right at the end of the rule, so anyone can check it against the recorded document.

This document states those rules in plain language so they are easy to find and follow. It is a summary, not a replacement: **if anything here differs from the recorded Declaration, the recorded Declaration controls** (Declaration §12.17).

Separate guideline documents adopted by the Architectural Control Authority — covering flag displays, religious displays, roofing materials, and solar energy devices — are published with the community's other governing documents and are not repeated here.

1 · Using your home

Homes are for single-family living. Every lot and home may be used only for single-family residential purposes, and no trade or business may be run in or from a home — with one exception: a business activity carried on inside the home is allowed if it cannot be seen, heard, or smelled from outside the home, it follows city zoning, it does not bring unreasonable visits from clients, customers, suppliers, or other business invitees, it stays secondary to the home's residential use, and it is not a nuisance, a hazard, or a threat to residents' security or safety. The Board decides whether a business activity meets those tests. (Declaration §7.1)

No temporary structures as a residence. No structure of a temporary character — including any tent, shack, garage, or barn — may be used on any lot as a residence, temporarily or permanently. Camping out in a tent in a backyard behind a fully screened fence is permitted, as long as it stays temporary and does not become a nuisance or an unreasonable annoyance to the occupants of other lots. (Declaration §7.14)

No drilling, mining, or storage tanks. No oil drilling, oil development, oil refining, quarrying, or mining of any kind is permitted on any lot; no oil wells, tanks, tunnels, mineral excavations, or shafts; no derrick or other structure for boring for oil or natural gas; and no tank for storing oil or other fluids may be kept above the surface of the ground. (Declaration §7.21)

Lots stay whole. No owner may divide a lot, or consolidate adjoining lots or parts of lots. (The original developer was the only exception.) (Declaration §7.26)

2 · Keeping up your lot

Lawns and landscaping. Keep all landscaping on your lot — grass, shrubs, trees, and plantings of every kind — cultivated, pruned, properly maintained, and free of trash and unsightly material at all times, and remove weeds regularly, including from flower beds and planter areas. A lot with a home must be sodded or grassed within seven months after the home is first conveyed to a homeowner. Decorative ground-cover rock in the front and side yard — not counting flower beds and planters with mulch instead of rock — may not exceed 10% of the total front and side yard area. No hardscape, including edging, may include symbols, characters, numbers, or letters unless the ACA approves. (Declaration §7.16)

Exterior upkeep. All improvements on a lot must at all times be kept in good condition and repair and adequately painted or otherwise maintained in a presentable, well-kept, clean condition. (Declaration §7.17)

Sidewalks. Each owner is responsible for maintaining any sidewalk located on the owner's lot, to the extent required by the City of Fort Worth. (Declaration §7.15)

Trash containers. No garbage or trash may be placed or kept on a lot except in covered sanitary containers. Containers may not be stored, kept, or placed where they are visible from the street immediately in front of the home, except on the day designated for garbage removal — on that day they may sit in the designated pickup location, and must be removed from view before the following day. (Declaration §7.9)

No nuisances. No noxious or offensive activity — including unreasonable smells, noise, or aesthetics — may be carried on upon any lot, and nothing may be done on a lot that the Board determines is, or may become, an unreasonable source of annoyance or nuisance to the community. (Declaration §7.10)

3 · Changes and projects — architectural approval

Get approval before you build or change. No building, fence, wall, outbuilding, landscaping, pool, detached building, athletic or play equipment or facility, or other structure or improvement may be erected, altered, added onto, or repaired on any lot without the prior written consent of the ACA — the Architectural Control Authority, the community's architectural review body. (Declaration §6.1)

Work that does not need prior approval. ACA approval is not required for: improvements to the interior of a home; painting or re-bricking a home's exterior in the same color or design as originally constructed, or in an ACA-approved color and design scheme; improvements the Declaration expressly exempts; or repair or replacement of worn-out or damaged improvements using substantially similar materials. Work under these exceptions must still comply with any applicable ACA Standards. (Declaration §6.1)

How to apply. Before starting any work that needs approval, submit a complete set of plans and specifications — site plans, landscape plans, exterior elevations, material specifications, and exterior colors — plus the identity of the person or company who will do the work and the projected start and completion dates. (Declaration §6.4)

How review works. The ACA has 30 days after receiving a complete submission to review it. If the ACA requests additional information and it is not provided by the date stated in the ACA's notice, the application is deemed denied; if the ACA does not issue a written approval within the 30 days, the submission is deemed disapproved. A denied applicant may re-apply. The ACA may charge a reasonable fee for reviewing requests. Approvals turn on whether, in the ACA's judgment, the improvement is aesthetically compatible with the community in style, quality, color, and material, violates nothing in the Declaration or the ACA Standards, and has no adverse impact on the community. (Declaration §6.5)

Finish what gets approved — as approved. All approved work must be completed within one year after approval (or a shorter period the ACA specifies), and must comply with what was approved. Significant or material deviations from the approved plans are treated the same as work done without approval. (Declaration §§6.6, 6.11)

Sheds and detached buildings. No detached accessory building — including a detached garage, storage building, or shed — may be erected, placed, or constructed on any lot unless the ACA approves it before installation or construction, and all of the following hold: the building is compatible with the home in design and materials; its exterior paint and roofing materials are consistent with the home's; it sits in a backyard completely enclosed by a fence; its walls are no taller than 8 feet; its total height including the roof is no more than 10 feet; and it has less than 225 square feet of floor space. City requirements, including permits, also apply. (Declaration §7.6)

Solar panels need written permission. Except with the written permission of the ACA, no solar collector panels or similar devices may be placed on or around a home. (Declaration §7.13)

Protect the drainage when you build. Improvements and any change to a yard's grade must not cause surface water to drain onto an adjoining lot in a greater amount than before, or to collect near the home's foundation. The owner is responsible for avoiding drainage problems. (Declaration §6.7)

4 · Fences and retaining walls

Fence upkeep. Where the developer or a builder constructed a fence enclosing a rear or side yard, the lot's owner must maintain that fence at all times, and may not modify, replace, relocate, or remove it without the ACA's written approval. Each owner must maintain the fencing on the owner's lot in a presentable condition and make all repairs and replacements the Board deems necessary. The Association maintains the Association Maintenance Fencing. (Declaration §7.4(a), (d))

Fence materials, height, and look. All perimeter fences are wood and/or brick — no other type is permitted — and must comply with City requirements for size and location. Perimeter fences are six (6) feet in height unless the ACA approves another height, and must be a color approved by the ACA. Unless the ACA approves, fences may not be stained or painted except with a clear stain or the same color stain originally applied by the developer. On any fence side that faces a street adjoining the lot, or a common area, open space, park, or other recreational area, the smooth surface of the fence faces outward and the posts and bracing boards face the inside of the yard. (Declaration §7.4(b))

Fence placement. Unless approved by the City and the ACA, no fence or wall may be placed nearer

the street than the front building setback line for the lot; on certain corner lots, a fence also may not be placed nearer the street than the front building setback line of the lot behind the corner lot. Easements may further restrict fence placement. (Declaration §7.4(c))

Repairs must match. All repairs and replacements to perimeter fencing must use the same type and color of materials, so the fencing does not appear to have been repaired or replaced (beyond the new appearance of the repaired material itself). No fencing — including Association Maintenance Fencing — may be changed or modified, including its height or materials, without the ACA's prior written consent. (Declaration §7.4(e))

Shared boundary fences. Side and rear yard fences installed by the developer or builder to separate adjacent lots are common fences: the adjoining owners maintain them jointly and share the cost equally. Building a second fence does not release an owner from that obligation unless the other owner agrees in writing and the ACA approves. If the owners disagree about the timing, cost, or another issue in repairing or replacing a common fence, either owner may make the repair or replacement (with any applicable ACA approval) and pursue one-half of the cost through binding arbitration, or seek payment of one-half through arbitration once the work is made. (Declaration §7.4(f))

Shared retaining walls. A retaining wall installed by the developer on a common boundary, or on one lot within 3 feet of and generally parallel to another lot, is a common retaining wall: the owners on both sides maintain it jointly, share the cost equally, and keep it in the same location, size, style, design, and materials unless both owners agree in writing otherwise and the ACA approves. Disagreements over timing, cost, repair, or replacement can be taken to binding arbitration the same way as a common fence. (Declaration §7.5)

5 · Vehicles and parking

Everyday vehicles. No vehicle or similar equipment may be parked or stored where it is visible from any street, except that passenger automobiles, motorcycles, passenger vans, and pickup trucks may be parked in a garage or driveway if the vehicle: has less than 1 ton carrying capacity; has less than 3 axles; is in operating condition; and is generally in daily use as a motor vehicle on Texas streets and highways. (Declaration §7.2)

No inoperable vehicles, no driveway workshops. No abandoned, derelict, or inoperable vehicle may be stored or located on any lot or street, except within an enclosed garage. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment is permitted in any driveway or in any portion of a lot visible from a street. No vehicles, trailers, implements, or apparatus may be driven or parked in the common areas, common maintenance areas, or on any easement, unless in use for maintaining that area or easement — except on driveways, roads, parking lots, or other areas the Board designates for vehicular use. (Declaration §7.2)

Campers, boats, trailers, and large vehicles. No campers, boats, trailers, motor homes, travel trailers, camper bodies, golf carts, recreational vehicles, non-passenger vehicles, vehicles with 3 or more axles or greater than 1 ton carrying capacity, or related equipment or accessories may be kept on any lot, unless the item is operable and it is: kept fully enclosed within a garage on the lot; kept

fully screened from view by a screening structure or fencing approved by the ACA; temporarily parked on a street or lot for loading or unloading; or a commercial vehicle in use for the construction, maintenance, or repair of a home or lot in the immediate vicinity. The Board decides whether an item is operable and complies; upon an adverse determination, the owner will remove the item or otherwise bring it into compliance. No trucks or vehicles of any size that transport flammable or explosive cargo may be kept on the property at any time. (Declaration §7.3)

Garages. Each home must have a garage that accommodates a minimum of two (2) automobiles and complies with City requirements. Garages must be maintained for the storage of automobiles; no garage may be enclosed or otherwise used for habitation. No carports are permitted on any lot. (Declaration §7.18)

6 · Signs

Signs are not allowed — except these. Except for the community's entry signs, no sign or emblem of any kind — including "for rent" signs — may be kept or placed upon any lot, or mounted, painted, or attached to any home, fence, or other improvement on a lot, so as to be visible from public view, except as this section allows. The Association has the right to remove any sign, billboard, or other advertising structure that does not comply, and removal does not subject the Association to any liability. (Declaration §7.8)

For-sale and open-house signs. An owner may erect one (1) sign on a lot advertising the home for sale, not exceeding two (2) feet by three (3) feet. An owner may temporarily place one (1) open-house sign of the same maximum size, displayed only during actual open-house hours. (Declaration §7.8(i), (ii))

For-rent and garage-sale signs. An owner may place one (1) sign on the inside of a window advertising a home "for rent", not exceeding one and one-half (1 1/2) feet by one and one-half (1 1/2) feet. An owner may temporarily place one (1) garage-sale sign, not exceeding two (2) feet by three (3) feet, displayed only during garage-sale hours. (Declaration §7.8(iii), (v))

Political signs. Political signs advocating the election of one or more candidates, or the sponsorship of a political party, issue, or proposal may be erected on a lot, provided they are not erected more than 60 days in advance of the election to which they pertain and are removed within 15 days after the election. The ACA may, in the ACA Standards, permit additional signs or place additional restrictions or limitations on signs, provided they do not conflict with the Declaration. (Declaration §7.8(vi))

7 · Animals

Household pets only. No animals, livestock, or poultry of any kind will be raised, bred, or kept on any lot, except that a reasonable number of cats, dogs, or other generally recognized household pets may be kept. All animals must be kept in strict accordance with all local laws and ordinances, including leash laws, and with all rules established by the Association. A pet that is permitted to roam free, or that in the Board's judgment makes objectionable noise, endangers the health or safety of others, or constitutes a nuisance or an unreasonable source of annoyance to the occupants of other lots, will be removed from the lot upon the Board's request; if the owner fails to remove it, the Board

may remove the animal, in addition to imposing any other authorized sanctions. (Declaration §7.7)

Clean up after your animal. All persons bringing an animal onto the common maintenance areas are responsible for immediately removing any solid waste of the animal. (Declaration §7.7)

8 · Around the house

Antennas and satellite dishes. Except with the written permission of the ACA, exterior antennae, aerials, satellite dishes, or other apparatus for sending or receiving television, radio, satellite, or other signals may not be placed on the exterior of a home or anywhere on the lot outside the home — except that the following are permitted: antennas, satellite dishes, or other apparatuses one meter or less in diameter designed to receive transmissions other than television broadcast signals; and antennas or satellite dishes designed to receive television broadcast signals. Any permitted device must be located where it is not visible from any portion of the street in front of the lot — unless the owner determines it cannot be placed there without precluding reception of an acceptable-quality signal, in which case it may go in the least conspicuous alternative location where an acceptable signal can be obtained. A device that complies with this rule and the ACA Standards does not require the ACA's approval before installation. (Declaration §7.11)

Air-conditioning units. Air-conditioning apparatuses must be installed on the ground behind the rear of the home, on the ground on the side of the home, or in another location approved by the ACA. No air-conditioning apparatus or evaporative cooler may be located in or on the front of any home or attached to any roof, wall, or window. (Declaration §7.12)

No outside clotheslines. No clothes-hanging devices exterior to a home are to be constructed or placed on a lot, except within the home. (Declaration §7.19)

Window coverings. No aluminum foil, newspaper, reflective film, bed sheets or similar linens, or similar treatment may be placed on the windows or glass doors of a home. (Declaration §7.20)

Mailboxes. Mailboxes shall be of a similar type as originally installed, unless the ACA approves additional types of mailboxes. (Declaration §7.22)

Play equipment and sport courts. No outdoor athletic or recreational facilities — such as playscapes, swing sets, and sport courts — may be placed on a lot unless the item is placed within a backyard that has a fence completely enclosing it and the item does not exceed 10 feet in height, or the item is a temporary, movable facility stored each night in the garage, the home, or another fully screened area. Basketball goals, and any other recreation equipment the ACA designates, may be located on any portion of a lot — including side yards — that is behind the rear of the home. (Declaration §7.23)

Lighting and holiday decorations. Lighting and decorations on a lot may not be used or placed in a manner that the Board determines constitutes a nuisance or an unreasonable source of annoyance to the occupants of other lots. Lights and decorations erected or displayed on a lot to commemorate or celebrate a publicly observed holiday may not be displayed more than six (6) weeks in advance of that holiday and must be removed within 30 days after the holiday has ended. (This does not apply to lights and decorations inside a home that are not displayed in a window.) (Declaration §7.24)

Lawn decorations, sculptures, and flags. An owner must have the ACA's approval to place any

decorations, sculptures, fountains, flags, or similar items on any portion of the lot outside the interior of the home — unless the item is placed within a backyard completely enclosed by a fence that blocks the view of the item at ground level, and the item is no taller than the fence. (Declaration §7.25)

Do not change the drainage. Unless approved by the ACA, no owner will alter the surface-water drainage flows of a lot as originally established when the home was first built, or install landscaping or other improvements that may interfere with, obstruct, or divert those established drainage flows. (Declaration §7.27)

Construction activity. Normal construction activities during the construction or remodeling of, or additions to, a home are not a nuisance or a violation merely because of noise, dust, the presence of vehicles or construction machinery, or posted signs — provided the construction is pursued to completion with diligence and conforms to usual construction practices in the area. If the Board finds construction does not conform to usual practices, it may seek an injunction to stop it. If excessive debris accumulates on a lot during construction, the Board may have the debris removed, and the lot's owner is liable for all expenses of the removal. (Declaration §7.28)

9 · Renting your home

Leasing is allowed — with no cap and no minimum term. The Declaration contemplates leasing and places no cap on the number of homes that may be rented, no minimum lease term, and no tenant-registration or lease-copy requirement. An owner may extend the owner's right of use and enjoyment of the common areas to family members, lessees, and guests; an owner who leases a home is deemed to have assigned all such common-area rights to the lessee. Association membership and voting rights stay with the owner. (Declaration §2.3)

You answer for your tenants and guests. The owner of a lot is liable for the actions of any occupant, guest, or invitee of the lot — so a tenant's violation is the owner's responsibility, and fines connected with it are charged against the owner's lot. (Declaration §5.9(a))

10 · Common areas

What the common areas are, and who keeps them. The common areas are all areas owned by the Association for the common use and enjoyment of the members — including the community's entry features and monument signs, landscaping, open space, and drainage areas. The Association owns the common areas and maintains them, and any improvements and landscaping on them, in good repair at the Association's cost. Every owner has a right and non-exclusive easement of use, access, and enjoyment in the common areas, subject to the Declaration — including the Association's right to establish and publish rules and regulations governing the use of the common areas and the lots. (Declaration §§1.10, 2.1, 8.1)

Open space and drainage areas are not recreation amenities. The drainage areas on the common areas are intended primarily for drainage and are not a recreational feature or amenity. The open space area is intended primarily as unimproved open space, maintained in a natural or semi-natural condition, and is not a recreational feature or amenity. (Declaration §§8.7, 8.8)

Use the common areas at your own risk. Use and enjoyment of any common-area recreational facility involves risk of personal injury and damage to property. The Association, its Board and committees, the Declarant, and any builder are not insurers of personal safety, and each person using the common areas assumes all risks of personal injury and loss or damage to property resulting from that use. Owners covenant to inform their tenants and all occupants of their lots of this. (Declaration §8.2)

Use and voting rights can be suspended. The Association may suspend an owner's right to use the common areas, and the owner's voting rights, for any period during which any assessment against the owner's lot remains unpaid. As an enforcement sanction, the Association may also suspend any person's right to use any common area — but nothing authorizes the Association to limit anyone's entry to or exit from a lot. (Declaration §§2.1(b), 5.9(b), (c))

11 · Assessments (dues)

Every owner agrees to pay. Each owner of any lot, by accepting a deed for it — whether or not the deed says so — is deemed to covenant and agree to pay the Association: annual assessments, special assessments, and specific assessments. (Declaration §4.1)

One uniform rate. Annual and special assessments are fixed at a uniform rate for all lots, regardless of a lot's location or size or the value of the home on it. A vacant lot — one with no home that has ever been occupied for residential purposes — is assessed at 25% of the full rate. (Declaration §4.2)

How the annual assessment can change. The Board may increase the annual assessment, provided it gives written notice of the increase to the members; the increase takes effect no sooner than 60 days from the date of the notice. No vote or other approval is required unless the increase is more than 10% of the prior annual assessment — an increase of more than 10% may be disapproved by a vote of 67% or greater of the votes cast, provided the vote occurs within 60 days of the date of the increase notice. (Declaration §4.3)

Billing basics. The Board fixes the amount of the annual assessment against each lot at least 30 days in advance of each assessment period, and written notice of the annual assessment is sent to the owner of every lot subject to it. The due dates are established by the Board, which also establishes whether the annual assessment is paid annually, quarterly, or monthly. The first annual assessment is adjusted for the number of months remaining in the calendar year. (Declaration §4.4)

Special assessments require an owner vote. In addition to the annual assessment, the Association may levy a special assessment in any assessment year to cover expenses the Board determines are more appropriately handled outside the regular operating budget — provided the special assessment has an affirmative vote of 67% or greater of all outstanding votes entitled to be cast. (Declaration §4.6)

What assessments pay for. Annual and special assessments are used for common expenses. The Association may establish and maintain a reserve fund for the periodic maintenance, inspection, repair, and replacement of improvements to the common maintenance areas. (Declaration §4.8)

Assessments are the owner's personal obligation. Each assessment, together with interest at the Board-designated interest rate, late charges, collection costs, and reasonable attorneys' fees, is the

personal obligation of the person who owned the lot when the assessment arose. Upon a transfer of title, the buyer is jointly and severally liable for assessments and other charges due at the time of conveyance (a first-mortgage lender who acquires title is not liable for assessments that accrued before its acquisition). No owner may waive or escape liability for assessments by not using the common areas or by abandoning the lot. (Declaration §4.9)

Working-capital contribution at a first purchase. When a lot is first acquired by a homeowner from the builder, a contribution equal to two months of the full annual assessment for that year is made to the working capital of the Association through the purchase escrow. This amount is in addition to — not in lieu of, and not an advance payment of — the annual assessment. (Declaration §4.10)

Late amounts: fees, interest, and collection. For any assessment or other sum not paid within 10 days after its due date, the Association may charge a late fee in an amount determined by the Board, charge interest on the amount due at the Board-designated interest rate from the due date until paid, and charge costs and fees related to collection. The Association may also bring an action at law against the owner personally obligated to pay. (Declaration §4.11)

The assessment lien — and foreclosure. The Association has a continuing lien against each lot securing delinquent assessments (annual, special, and specific), interest at the designated rate, late charges, and costs of collection, including court costs and attorneys' fees. The lien may be enforced by judicial or nonjudicial foreclosure, in compliance with applicable law including Chapter 209 of the Texas Property Code; in any foreclosure, the owner pays the Association's costs and expenses of the proceedings, including reasonable attorneys' fees. The lien is subordinate to a recorded first purchase-money mortgage or deed of trust, and a foreclosure of that first mortgage extinguishes the assessment lien only as to amounts attributable to the period before the foreclosure — the owner's personal obligation for those amounts, and liability for amounts arising afterward, remain. (Declaration §4.12)

12 · Enforcement, fines, and entry

Notice and a hearing come first. The Association may impose sanctions for violations of the Declaration — including any rules, guidelines, or standards adopted under it — in accordance with the procedures in the Declaration, the Bylaws, and applicable law, including Chapter 209 of the Texas Property Code. Written notice and an opportunity for a hearing must be given before the Association exercises its remedies wherever the Declaration, the Bylaws, or applicable law requires it. (Declaration §5.9)

Time to cure a violation. Under the Association's Fining Policy — a separate recorded document — an owner generally has 14 days from each notice step to cure a violation before fines move forward; the date stated in your notice controls. (This standard comes from the Fining Policy, not the Declaration; it is included here so residents can find it in one place.) (Fining Policy)

The sanctions available. Subject to the notice-and-hearing requirement, the Association's sanctions include: reasonable monetary fines, which constitute a lien upon the owner's lot; suspension of an owner's right to vote; suspension of any person's right to use any common area (never limiting entry to or exit from a lot); requiring removal of a violating structure or improvement; levying a specific assessment; and suit for an injunction or damages. (Declaration §5.9(a)–(c), (e)–(g))

Specific assessments for compliance costs. The Association may levy a specific assessment against a lot to cover the costs of bringing the lot into compliance with the Declaration, costs incurred as a consequence of the conduct (or failure to act) of the lot's owner or occupant — or their agents, contractors, employees, licensees, invitees, or guests — and any other sums due from the owner, including fines. (Declaration §§4.7, 5.9(f))

The Association may enter a lot to fix a violation. The Association may exercise self-help and enter upon a lot to abate a violation. It may require an owner, at the owner's expense, to remove any structure or improvement on the lot that violates the Declaration and to restore the lot to its previous condition — and if the owner fails to do so, the Association or its designee may enter the lot, remove the violation, and restore the property to substantially its previous condition, without that entry being deemed a trespass. If an owner fails to perform the owner's maintenance responsibilities for a lot or home, the Association may record a notice of violation and/or enter the lot, perform the maintenance, and assess all costs against the lot and the owner as a specific assessment. (Declaration §5.9(d), (e), (h))

Entry for maintenance failure and emergencies. If an owner fails to maintain a lot as required, or in the event of an emergency, the Association has the right to enter upon the lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the community. Entry under this rule is not a trespass, and the Association is not liable for damage it causes unless the damage results from its willful misconduct or gross negligence. (Declaration §9.3)

Enforcement is discretionary — and never a waiver. The decision to pursue enforcement in any particular case is left to the Association's sole and absolute discretion, except that the Association may not be arbitrary or capricious in taking enforcement action. A decision not to pursue a violation in one case is not a waiver of the right to enforce the same provision later under other circumstances, and does not preclude enforcing any other provision. The Association or any owner may enforce the Declaration's restrictions, conditions, covenants, liens, and charges by any proceeding at law or in equity, and all remedies are cumulative. (Declaration §§5.9, 12.3, 12.4)

Tell the Association when you sell. An owner (other than the original developer) who sells or otherwise transfers title to a lot must give the Board written notice of the name and address of the purchaser or transferee within 30 days after the transfer, plus any other information the Board reasonably requires. With the Board's approval, customary transfer-related fees may be charged — including fees for resale certificates, estoppel certificates, copies of the Declaration, Bylaws, and Articles, compliance inspections, ownership record changes, and priority processing. Transfer-related fees are not refundable and are not a prepayment of, or credit against, assessments. They do not apply to certain transfers — including foreclosure sales, transfers to or from the Association, and voluntary transfers to co-owners or to the owner's spouse, child, or parent — unless a party to the transfer requests the corresponding documentation. (Declaration §12.5)

Questions about a rule? Text the board at (817) 903-9906. And remember: this document is a plain-language summary — the recorded Declaration of Covenants, Conditions and Restrictions is the controlling document, and it is available with the community's other governing documents.