

**CERTIFICATE OF ADOPTION  
OF  
PARKING REGULATIONS AND PROPERTY AND  
IMPROVEMENT MAINTENANCE STANDARDS  
OF  
ASHTON VILLAGE HOMEOWNERS ASSOCIATION**

STATE OF TEXAS                   §  
  §       KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF HARRIS           §

WHEREAS, the Board of Directors (the "Board") of Ashton Village Homeowners Association, a Texas non-profit corporation (the "Association") is charged with administering and enforcing the Declaration of Covenants, Conditions and Restrictions of Ashton Village dated July 7, 1978, and recorded in the Official Public Records of Harris County, Texas, under Clerk's File Number F681031 (as may be supplemented and amended from time to time, the "Declaration") encumbering the Ashton Village subdivision (the "Subdivision"); and

WHEREAS, pursuant to Section 204.010(a)(6) of the Texas Property Code, the Board may regulate the use, maintenance, repair, replacement, modification, and appearance of the Subdivision; and

WHEREAS, the Board desires to adopt regulations regarding the number of vehicles that may be parked upon driveways in the Subdivision and to adopt property and improvement maintenance standards for the Subdivision; and

WHEREAS, Article V, Section 3 of the By-Laws of the Association provide that a majority of the number of directors of the Board shall constitute a quorum for the transaction of business and that every act or decision done or made by a majority of the directors of the Board present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board; and

WHEREAS, the Board held a meeting on October 12, 2021 (the "Adoption Meeting"), at which at least a majority of the directors of the Board were present and duly passed the Parking Regulations and Property and Improvement Maintenance Standards of Ashton Village Homeowners Association described herein below (the "Parking Regulations and Maintenance Standards").

NOW, THEREFORE, to give notice of the matters set forth herein, the undersigned, being the President of the Association, does hereby certify that at the Adoption Meeting, at least a majority of the directors of the Board were present and the Board duly adopted the Parking Regulations and Maintenance Standards. The Parking Regulations and Maintenance Standards are

RP-2021-605450

effective upon recordation of this Certificate in the Official Public Records of Harris County, Texas. The Parking Regulations and Maintenance Standards are as follows:

I.

**PARKING REGULATIONS**

The number of vehicles located upon the driveway directly connecting the garage to the street (the "Main Driveway") that are visible from any street is limited to four (4) vehicles owned by resident(s) of the lot upon which the vehicles are located. Certain lots in the Subdivision also contain a circular driveway or other extensions to the Main Driveway (such area, exclusive of the Main Driveway, being herein called "Additional Driveway Space"). The Additional Driveway Space may only be used for ingress and egress from the street to the Main Driveway located on the particular lot and for temporary parking for guests of the resident(s) of the lot upon which the Additional Driveway Space is located. **RESIDENT PARKING UPON THE ADDITIONAL DRIVEWAY SPACE IS NOT ALLOWED.** As used herein, "temporary parking" shall mean parking not in excess of twenty-four (24) consecutive hours and in all instances, not in excess of ninety-six (96) total hours in any thirty (30) day period.

II.

**PROPERTY AND IMPROVEMENT MAINTENANCE STANDARDS**

**A. Owner Maintenance Standards.**

Each owner ("Owner") of property in the Subdivision ("Property") shall at all times be obligated to maintain his or her Property and all structures and improvements thereon so as to keep the Property, structures and other improvements thereon in a sanitary, healthy and attractive condition, as determined by the Board, in its sole discretion, including painting same as necessary. Properties should also conform with any building codes, ordinances or specific standards the Board may adopt. An Owner's maintenance obligation shall include, but not be limited to:

1. The maintenance of all visible exterior surfaces of all buildings, structures, and other improvements, including fences (wood and ornamental iron), located upon the Property. Gates must be kept in a good and operational condition. This includes keeping fences and gates made of ornamental iron rust free and surfaces painted. Gates not in a good and operational condition should be promptly fixed or removed.
2. All exterior doors, including garage doors, must be maintained, repaired, replaced and/or repainted as needed to prevent an unkempt or unsightly appearance, to prevent leaning or listing, and such as to maintain same in proper working condition, including replacement as needed of damaged or dented door panels and any cracked or broken glass in any door.
3. All exterior surfaces, including the roof and all walls, windows and exterior doors, must be periodically cleaned as needed to prevent mold, mildew or other discoloration.

4. The roof on each Owner's residence and garage must be maintained to prevent sagging, to prevent leaks, so that all shingles, tiles or slates are properly secured, curled shingles or damaged shingles, tiles or slates are replaced and no worn areas or holes are permitted to remain, and such that the structural integrity and exterior appearance of the roof is maintained.
5. The rain gutters and downspouts, if any, must be maintained so that all are properly painted or treated to prevent rust and corrosion, are properly secured to roof, eaves, gables or exterior walls (as the case may be), are maintained without holes, and are promptly repaired or replaced if dented or otherwise damaged.
6. All fences or walls erected on the Owner's Property must be maintained to prevent any listing or leaning, all broken or damaged members and all holes and cracks must be repaired so that no portion thereof is permitted to rot or decay.
7. All recreational equipment, which may be installed if and only if approved by the Architectural Control Committee, must be maintained to prevent any unsightly or unkempt condition, including for example but without limitation, proper maintenance of swing sets to prevent rust and corrosion, and proper maintenance of basketball goals to prevent rust and corrosion and by replacement as needed of torn or worn sets.
8. The prompt removal of paper, debris, refuse, and other trash from the Property.
9. The Property shall not be used for storage of materials and equipment except for normal residential requirements or incident to construction of improvements upon the Property.
10. Proper utilization of any irrigation system.
11. The removal and replacement of dead or diseased plantings or trees.
12. Trees should be properly trimmed so as to keep the branches off roofs and out of gutters. Trees that overhang the street should be trimmed to a minimum clearance of fourteen (14') feet from the roadway and over driveways and sidewalks there should be eight (8') feet of clearance. Trees and shrubs should be trimmed to a desirable look and may not have limb stubs or branches left hanging.
13. The replacement/re-lamping and cleaning of light fixtures as needed.
14. The mowing/edging, weeding, blowing, trimming/shaping of shrubs, removal/treatment of grass in concrete cracks and spaces, replanting of diseased or dead grass, watering and fertilizing landscaping as needed. Owners are responsible to ensure that Owner or Owner's lawn crew bag and/or remove all grass clippings and yard debris.

15. The maintenance of any private drainage improvements including repairing or replacing broken curbs, covering exposed piping, and cleaning of dirt and other debris from the storm drains and inlets.
16. Absolutely no vehicles may be parked in the unpaved area of any yard. This includes partially or fully allowing the tires of vehicles to come in contact with any unimproved ground. Any grass or beds that have been damaged by tires or other means should promptly be replaced or repaired.
17. Unsightly mailboxes should be promptly addressed. This includes damaged, leaning, rusted, or generally dilapidated conditions.
18. Broken driveways and walkways should promptly be restored to an attractive condition.
19. Political signs may not exceed forty-eight (48) square inches. Political signs may be placed in your yard ninety (90) days prior to the election date for which the sign relates and should be removed on or before ten (10) days after the date of the election for which the sign relates. Construction or other advertising signs are not permitted. The exception is real-estate signs offering a Property for sale or lease.
20. Seasonal decorations and celebratory signs are encouraged; however, they must be removed promptly upon the completion of that seasonal time or celebration, as determined by the Board, in its sole discretion. For example, Christmas lights and décor may be placed or installed beginning November 25 and must be removed no later than January 31.
21. As a reminder, we have "back door trash pickup". You do not have to take your trash to the curb. Our service will come up the drive and collect your trash. Heavy items may be placed at the curb as well as yard waste/limbs. Please note that limbs should be placed in four (4') foot tied bundles that are manageable. No construction debris is accepted. You can take items not accepted to one of the City of Houston collection sites. Refer to the City of Houston recycling or 311 websites for additional details.

**B. Enforcement of Owner Maintenance Standards.**

In addition to any other enforcement rights available to the Association, in the event of violation of any maintenance standard herein by any Owner or occupant of any Property and the continuance of such violation after ten (10) days' written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs and maintenance after such notice, the Association shall have the right (but not obligation), through its agents or employees, to repair, maintain and restore the Property and/or the exterior of the building, structure, and other improvements, including but not limited to gutters, siding, broken windows, fencing, mowing, etc. The Association may render a statement of charge to the Owner of such Property for the cost of such work. The Owner agrees by the purchase and occupation of the Property to pay such statement immediately upon receipt. The Association, its agents and

RP-2021-605450

employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized herein.

EXECUTED on the date of the acknowledgment set forth herein below, to be effective upon recordation in the Official Public Records of Harris County, Texas.

ASSOCIATION:

ASHTON VILLAGE HOMEOWNERS ASSOCIATION, a Texas non-profit corporation

By: [Signature]  
Paul Coleman, President

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on October 18, 2021, by Paul Coleman, President of ASHTON VILLAGE HOMEOWNERS ASSOCIATION, a Texas non-profit corporation, on behalf of said entity.

[Signature]  
Notary Public, State of Texas

WHEN RECORDED, RETURN TO:

Mark K. Knop  
Hoover Slovacek LLP  
Galleria Tower II  
5051 Westheimer Rd., Suite 1200  
Houston, Texas 77056



RP-2021-605450

RP-2021-605450  
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e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$34.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



*Tenesia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS