

Association Information, Rules & Regulations

ASSOCIATION INFORMATION, RULES, & REGULATIONS

RECORDED JULY 2012 IN BEXAR COUNTY

AMENDED AUGUST 2015 IN BEXAR COUNTY

One of the reasons people choose Oakwell Farms as the place to live is because it's a community with rules, regulations, and covenants which govern the use of the property. The Association requires all residents to comply with these rules, regulations, and covenants.

COMMUNITY DEVELOPMENT

Oakwell Farms is a single family residential community and is commonly referred to as a Planned Unit Development (PUD). There are currently twelve areas within Oakwell Farms.

den	ell Farms Garden Homes
urg	gton Heights
ton Way	raven
am Wood	rleigh
blue	ton Estates
ews	ights of Stonehaven

A residential lot shall not be used, directly or indirectly, for any business, commercial, manufacturing, storing, vending, or other such non-residential purpose.

OAKWELL FARMS HOMEOWNERS ASSOCIATION

The Declaration of Covenants, the Articles of Incorporation, and the Association Bylaws are the controlling documents of the Association. Members are provided a copy of the Declaration at closing, and the Bylaws are mailed with each new homeowner packet. The Homeowners Association has four main purposes:

1. To assure feasible safety measures for the residents and the common facilities.
2. To provide maintenance services to the common properties which it owns.
3. To protect the investment and enhance the value of the property owned by its members.
4. To manage the budget.

ARCHITECTURAL IMPROVEMENTS

Residents who plan to change the exterior appearance of their houses must first receive approval from the Architectural Control Committee before any work is started. Request forms to obtain approval of exterior architectural changes are available at the Association Management Office, 1600 N.E. Loop 410, Suite 202, San Antonio, Texas, 78209 or you may access the approval forms through the Association website, www.oakwellfarmshoa.com. Residents must submit the approval forms to the Architectural Control Committee for review, consideration, and recommendation.

The Committee adopted guidelines for Oakwell Farms that go hand in hand with the covenants. If you wish to obtain a copy of the guidelines, you may drop by the association office to request the copy. They are not mailed to members.

Residents will be advised in writing of the Committee's decision within 21 days of application. If the applicant/resident has not received written approval after 21 days, the applicant/resident must check with the association office (829-7202) before work proceeds.

Lots may be subject to an easement for access to make repairs upon adjoining lots and structures. Any damage caused by such entry will be repaired at the expense of the owner whose property was being repaired and not at the expense of the owner who gave access. See Covenants for more information on this.

ANNUAL MEMBERSHIP MEETINGS

The annual membership meeting is held in early November. The Secretary of the Association will mail a notice of this meeting to each Association member 5 (five) to 15 (fifteen) days before the meeting.

Special membership meetings may be called if 30% (thirty per cent) of the Owners sign a petition requesting the special membership meeting followed by presentation of the petition to the Secretary of the Board of Directors.

Notice of special meetings shall be given in writing at least 5 (five) but not more than 15 (fifteen) days prior to such meeting.

ASSOCIATION RESPONSIBILITIES & STRUCTURE

The Board of Directors of the Oakwell Farms Homeowners Association is empowered to control all the activities of the Association. Working under and reporting to the Board are the Committee Chairmen, who are residents of Oakwell Farms, and the Association Administrator, who assists the Board but has no vote on the Board. The Administrator is responsible for the day-to-day business of the Association.

Duties of management are at the direction of the Board and include overseeing of contractual agreements, enforcement of Association policies and rules, notification and collection of quarterly assessments, and supervising employees of the Association. The Association business office is located at:

1600 N.E. Loop 410, Suite 202
San Antonio, TX 78209
(210) 829-7202 Office - (210) 829-5207 Fax

ASSOCIATION ASSESSMENTS

Each record owner of a lot is obligated to pay the Association quarterly assessments. These assessments are secured by a continuing lien upon the property against which the assessment

is made. The amount of the assessment is established by the Board of Directors, within specified limits.

The Board may increase the annual assessment up to 10% (ten per cent) without a vote by the membership. If the Board wishes to increase the assessment over 10% a two-thirds vote of approval by the membership is required.

No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas, or abandonment of a lot.

ASSOCIATION RECORDS COPY AND RETENTION POLICY

Production, Copy, and Retention of Association Records Policy

Records, books, and papers of the Association which are held at the Association's Management Office, located at 1600 N. E. Loop 410, Suite #202, San Antonio, Texas 78209. They are available for inspection by Association members during normal business hours, and the Declaration of Covenants, the Articles of Incorporation, the Bylaws of the Association, and Architectural Control Guidelines are also available for inspection by any Association member at the principal office of the Association, in accordance with the Texas Property Code – 209.005 (i) and (m).

1. For purposes of this Policy, the term "Records" refers to all books and records of the Association, including financial records, as described in Tex. Prop. Code § 209.005.
2. Records shall be open to and reasonably available for examination by every owner of a lot within the Oakwell Farms Subdivision or a person designated, in writing signed by the owner, as the owner's agent, attorney, or certified public accountant. Such signed documents must be submitted to the Association. For purposes of this Policy, the term "Owner" shall include the owner of the lot and his/her designated representative.
3. An Owner must submit a written request for access to or copies of the Records. The request must:
 - a. be sent by certified mail to the Association's mailing address as reflected in its most recent Management Certificate filed in the Bexar County Official Public Records; and
 - b. contain sufficient detail to identify the specific Records being requested; and
 - c. state whether the Owner wants to:
 - 1) inspect the Records before obtaining copies ("Inspection Option"); or
 - 2) have the Association forward copies of Records ("Copy Option").
4. If the Inspection Method is elected, then on or before the 10th business day after the date the Association receives the request, the Association shall send the Owner written notice of dates during normal business hours that Owner may inspect the requested Records.
5. If the Copy Method is elected, then on or before the 10th business day after the date the Association receives the request, the Association shall produce the Records to the owner except as provided herein.

6. If the Association is unable to produce the requested Records on or before the 10th business day, then the Association shall provide written notice to the requestor that: (1) informs the requestor that it is unable to produce the information on or before the 10th business day after the date the Association received the request; and (2) states a date by which the requested Records will be sent to or made available for inspection to the Owner within 15 additional business days from the date of the notice. During the inspection, the Owner may select the Records that he/she wants copied.
7. If the Owner wants copies of Records, then the Association may require an advance payment from the Owner of the estimated costs of compilation, production and reproduction of the requested Records. If the estimated costs are lesser or greater than the actual costs, then the Association shall submit a final invoice to the Owner on or before the 30th business day after the date the Records are delivered.
 - a. If the final invoice includes additional amounts due from the Owner, then the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the Owner, may be added to the owner's account as an assessment.
 - b. If the estimated costs exceeded the final invoice amount, then the Owner is entitled to a refund, and the refund shall be issued to the Owner not later the 30th business day after the day the date the invoice is sent to the Owner.
8. All inspections of Records will take place at the offices of the Association, located at 1600 N. E. Loop 410, Suite 202, San Antonio, Texas, 78209. The normal business hours are 9 am to 4 pm, Monday through Thursday, except holidays and other posted closures.
9. A member of the Board and/or the Association's Administrator and/or his/her designate will be present during any inspection of records.
10. No Records may be removed from the Association's offices.
11. No outside equipment may be brought in to reproduce records.
12. The Association may charge the Owner all reasonable costs of materials, labor, and overhead for the compilation, production, and reproduction of the requested Records. Those costs are set forth herein and are subject to periodic reevaluation and update. The costs shall not exceed those that would be applicable pursuant to Texas Administrative Code Title 1, § 70.3. The costs are as follows:
 - a. Copy charges.
 - 1) Standard paper copy. The charge for standard paper 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.
 - 2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:
 - a) Diskette--\$1.00;
 - b) Magnetic tape--actual cost;
 - c) Data cartridge--actual cost;
 - d) Tape cartridge--actual cost;

- e) Rewritable CD (CD-RW)--\$1.00;
 - f) Non-rewritable CD (CD-R)--\$1.00;
 - g) Digital video disc (DVD)--\$3.00;
 - h) JAZ drive--actual cost;
 - i) Other electronic media--actual cost;
 - j) VHS video cassette--\$2.50;
 - k) Audio cassette--\$1.00;
 - l) Oversize paper copy (e.g. 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper)--\$.50 per page or part of a page. Each side that has recorded information is considered a page;
 - m) Specialty paper (e.g., Mylar, blueprint, blueline, map, photographic)--actual cost.
 - b. Labor charges for locating, compiling, manipulating data, and reproducing information.
 - 1) The charge for labor costs incurred in processing a request is \$15.00 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.
 - 2) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in two or more separate buildings that are not physically connected with each other or a remote storage facility.
 - c. Remote document retrieval charges.
 - 1) The charge for labor costs incurred in retrieving a document is \$15.00 an hour if performed by the Association.
 - 2) There is no charge for the private company retrievals, but if after delivery to the Association offices, the boxes must still be searched for records that are responsive to the request, a labor charge of \$15.00 an hour will be charged.
 - d. Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for information.
 - e. Postal and shipping charges. The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the owner.
 - f. Credit card charges. If the Association accepts payment by credit card for copies of information and is charged a "transaction fee" by the credit card company, then the Association may recover that fee.
13. Except as provided by Tex. Prop. Code § 209.005(l), the following Records are not required to be released or made available for inspection:
- a. the dedicatory instrument violation history of an Owner;
 - b. an Owner's personal financial information, including records of payment or non-payment of amounts due the Association;
 - c. an Owner's contact information, other than the Owner's address;
 - d. information related to an employee of the Association;

- e. attorney files and records in the possession of the attorney; and
 - f. documents that constitute attorney work product and attorney-client privileged information in the possession of the Association.
14. Records may be maintained in paper format or in an electronic format which can be readily transferred to paper. If a request is made to inspect Records and certain Records are maintained in electronic format, then the Owner will be given access to equipment necessary to view the Records in electronic format, but no equipment will be allowed in the viewing area. The Association shall not be required to transfer such electronic records to paper format unless the Owner agrees to purchase such copies.
15. Records shall be retained for the durations listed below:
- a. certificate of formation or articles of incorporation, bylaws, restrictive covenants, other dedicatory instruments, and any amendments to the same shall be retained permanently;
 - b. financial books and records, including annual budgets, reserve studies, monthly financial statements and bank statements, shall be retained for seven (7) years;
 - c. account records of current owners shall be retained for seven (7) years;
 - d. contracts with a term of one (1) year or more shall be retained for four (4) years after the expiration of the contract term;
 - e. minutes of meetings of the owners and the Board shall be retained for seven (7) years after the date of the meeting (for example, minutes from a 07/20/2011 board meeting must be retained until 07/20/2018);
 - f. tax returns and CPA audit records shall be retained for seven (7) years after the last date of the return or audit year; and
 - g. decisions of the Architectural Control Committee or Board regarding applications, variances, waivers or related matters associated with individual properties shall be retained for seven (7) years from the decision date.
16. Any documents not described above may be retained for the duration deemed necessary by the Association, in the sole discretion of the Board.

Upon expiration of the retention period listed above, the Records may be destroyed, discarded, deleted, purged or otherwise eliminated.

BOARD OF DIRECTORS

Board officers are the President, Vice President, Secretary, and Treasurer. These positions are filled by a vote of the members of the Board of Directors.

The Board of Directors is empowered to control all the activities of the Association and is responsible for strictly enforcing and ensuring compliance with all Oakwell Farms covenants restrictions, rules, and regulations.

The Board consists of seven members (Directors) who are elected for three-year terms. Procedures for nominating and electing Board members are stated in the Bylaws.

BOARD MEETINGS

Board meetings are held on the 4th Thursday of each month, except in November and December, at 4:30 P.M. at the Oakwell Farms Community Center Clubhouse. All Association members of Oakwell Farms are invited and encouraged to attend the meetings.

The Board has assigned the first twenty minutes of the meeting for residents to address the Board.

There is a “sign-in-to-speak” sheet on the hall table of the Community Center Clubhouse.

Residents who wish to speak on any subject must sign in prior to the opening of the meeting.

- It is important for the Board to hear from residents who have information concerning our community.
- Any resident addressing the Board shall speak no more than three minutes from the podium and address their remarks to the Board – and not to the audience.
- The audience shall not be permitted to interrupt nor question the speaker.
- After the speaker has finished addressing the Board, a resident may request the right to respond to those remarks.
- Residents in the audience will not be permitted to engage in discussions between themselves nor otherwise disrupt the meeting.
- Private conversations between residents in the audience are distracting to the Board and residents who are speaking to the Board and will not be permitted. If you want to carry on a conversation with another, you will be asked to step outside to carry on the conversation.
- You are advised that the Board may either record or videotape your appearance before the Board.
- In summary, the Board feels it can serve you better if our Board meetings are conducted in an orderly manner, and we request your full and complete cooperation in that regard.

COMMUNITY CENTER CLUBHOUSE

Reservations:

Residents must reserve the Community Center Clubhouse for specific one-time or on-going events. The Community Center Clubhouse may not be used for any commercial purpose or activity.

Reservations must be made by contacting the Association’s Management Office at 1600 N.E. San Antonio, TX 78218, Suite #202, Tel: 210-829-7202 or online at www.oakwellfarmshoa.com to obtain the required lease. The lease must be signed and submitted to the Association’s Management Office not fewer than two (2) weeks prior to the scheduled event.

Any member may not use the clubhouse for personal gain, profit or commercial use.

The clubhouse is for the use of Oakwell Farms homeowners and their guests only and may not be used for functions that are opened to the public.

No admission fee or charge of any kind may be levied to the guests of a private party or function.

The clubhouse may not be used for private or personal fund raising events for any club or organization.

No commercial events or activities are allowed. Events or activities are commercial in nature if those events provide a forum or venue for the sale, exchange, or promotion of any product or service at the clubhouse.

1. Costs: Must be paid to Oakwell Farms no more than seven (7) days business days from the time the reservation is made.
 - a. Usage fee of \$100: Non-refundable. Events sponsored by the Association or group approved by the Association will not be required to pay the usage fee but will be responsible for the Damage and Cleaning deposits.
 - 1) Charter members are exempt from the Usage Fee.
 - b. Damage Deposit of \$150: Refundable if there is no damage to any part of the Community Center Clubhouse. In the event damage occurs, necessary repairs or replacement will be made and paid for out of the Deposit. Any funds left from repairs or replacement will be returned to the Lessee. If repairs or replacement exceed the deposit, the Lessee will be billed for the additional cost.
 - 1) Severe damage may result in the loss of future privileges to rent the Community Center Clubhouse.
 - c. Cleaning Deposit of \$125: Refundable if the Center is left clean and all garbage carried away and the furniture and any equipment used is returned to the original placement. If any cleaning has to be done following the event, the cost will be deducted from the deposit.
 - 1) Failure to clean the Community Center Clubhouse may result in the loss of future privileges to rent the Community Center Clubhouse.
 - 2) Charter members must pay the Cleaning Deposit of \$125.
 - d. Make check(s) payable to: Oakwell Farms HOA. The check(s) must be from the Association member.
2. Only members of the Oakwell Farms Homeowners Association may rent the Community Center Clubhouse and must pick up the key. Members may make reservations by telephone. If forms are mailed, call the Association to confirm receipt.
3. Member must be present at all times during the event.
4. Reservations may not be made more than 90 days in advance of the desired dates.

Rules for Use of the Community Center Clubhouse:

1. The Community Center Clubhouse must remain closed while not in scheduled use. Parties must end no later than MIDNIGHT and all persons exit the building by 1 a.m.
2. The key will be available from the Gate Guard only after reservations have been made through the Association office. The key must be signed for by the resident signing the lease.
3. The key must be returned to the Gate Guard after the party.
4. The Community Center Clubhouse will be available for preparation 3 hours prior to the reservation time.

5. No one under 18 years of age will be allowed to use the Community Center Clubhouse unless accompanied by an adult Association member.
6. No persons with wet feet or wet clothing are permitted in the Community Center Clubhouse. If the Community Center Clubhouse is leased in conjunction with a Pool Party, the resident host must ensure that no persons with wet clothes or wet feet will be allowed to sit on the furniture.
7. Air conditioning, heat and all lights must be turned off after the event. Doors must be locked before leaving.
8. No Smoking is allowed inside the building for both safety and comfort to others.
9. No birdseed, rice, confetti, silly string, glitter or other substitutes are permitted in the Clubhouse or surrounding property.
10. No nails, tacks or pins are permitted in decorating the Clubhouse.
11. Only the use of removable tape or sticky tack product is permitted.
12. The renter shall not remove or take down any clubhouse decorations, artwork, etc.
13. Balloons that have to be removed from the ceiling fans or ceiling lights will be removed by the Association's contractor at the renter's expense (minimum of \$100.00).
14. All associated fees will be deducted from the security deposit.

Cleaning Instructions:

1. Cleaning of the Community Center Clubhouse must be completed either immediately after use of the facility or no later than 8 a.m. the following day.
2. All food, beverages and garbage must be removed from the Community Center Clubhouse. The Lessee must take the garbage home for disposal.
3. If the Lessee does not plan to clean up and would desire the cleaning cost to be deducted from the Cleaning Deposit, please inform the Association upon reserving the Community Center Clubhouse and before signing this agreement.
 - a. The Association will ensure that adequate time is allowed for the cleaning.
4. Any charges will be assessed according to the extent of cleaning and time required. The following are examples of possible deductions from the deposit (subject to change):
 - b. Trash pick-up and removal \$45
 - c. Cleaning kitchen, sink, floors and stove..... \$25
 - d. Vacuuming carpets and cleaning floors \$30
 - e. Cleaning of restrooms..... \$25
 - f. Total: \$125

COLLECTION POLICY AND PROCEDURE

1. Amounts Payable to the Association. Amounts payable to the Association include, but are not limited to,
 - a. Regular assessments
 - b. Special assessments
 - c. Fees incurred in connection with enforcement of the Association's rules
 - d. Legal fees and other costs associated with collection of funds on behalf of the Association.
2. Payment Schedule and Fees. The Assessments levied by the Association are due annually but may, in the Board's discretion, be paid in advance, in four installments due on the first day of January, April, July and October of each year. Fees not received or postmarked by the 30th day after the date of the bill will be considered late. If any payment is paid after the due date, the entire Assessment is due and payable in full. If an Owner enters into a payment plan according to the Association's payment plan guidelines, then the Owner shall be charged a \$20.00 administration fee, per month, per payment plan.
3. Late Charge. Accounts remaining delinquent for more than thirty (30) days for the quarterly billing will be sent a reminder notice. A late charge fee of \$30.00 for the late payment will be assessed.
4. Interest Charge. Pursuant to the Declaration, Assessments not paid within thirty (30) days after the delinquency date shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum.
5. Partial Payments. The acceptance of a partial payment on an Owner's account does not constitute a waiver of the Association's right to collect the full outstanding balance due.
6. Order of Crediting Payments. Unless the Owner is in default under a payment plan entered into with the Association, a payment received from the Owner shall be applied to the Owner's debt in the following order of priority:
 - a. Any delinquent Assessment;
 - b. Any current Assessment;
 - c. Any attorney's fees or third party collection costs incurred by the Association associated solely with Assessments or any other charge that could provide the basis for foreclosure;
 - d. Any other attorney's fees incurred by the Association;
 - e. Any fines assessed by the Association; and
 - f. Any other amount owed the Association.
7. Process for Delinquency Notification. If the balance on an account exceeds the amount due in one billing quarter, then the Association may notify the Owner as follows:
 - a. First Notice. If an Owner's balance is thirty (30) or more days past due, then the Owner may be sent a first notice. The first notice will include details of all amounts past due and request for immediate payment to be sent by the Owner to the Association via First Class Mail.
 - b. Final Notice – Ten (10) Day Demand. If an Owner's balance is sixty (60) or more days past due, then the Owner may be sent a final notice. The final notice will be

sent to the Owner via certified mail, return receipt requested. The final notice shall:

- 1) specify each delinquent amount and the total amount of the payment required to make the account current;
 - 2) describe the options the Owner has to avoid having the account turned over to an attorney; and
 - 3) provide a period of at least thirty (30) days for the Owner to cure the delinquency before further collection action is taken.
- c. Legal Services. The Owner shall be charged attorneys' fees and related collection costs if he/she has been sent a Final Notice and his/her account has been sent to an attorney for collection.
- d. Other Charges. The Association may add to an owner's Assessment account any and/or all charges authorized by the Declaration.
- e. Notification. This policy will be publicized in the annual notice for the general membership meeting.
8. Referral of Account to Association Attorney. After consulting with the Board, the Association's attorney is authorized to take whatever action is necessary so long as it is believed to be in the Association's best interests. These actions include but are not limited to: filing a lien affidavit; filing a suit against a delinquent Owner for a money judgment and/or foreclosure of the Association's lien; foreclosing on the Association's lien in accordance with the laws of the State of Texas; and/or filing necessary claims, objections and motions in bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.
9. Owner Address. It shall be the responsibility of each Owner to keep the Association advised of their current mailing address if different than their property address. All notices will be mailed to Owners at their property address or to the last address on the books and records of the Association as shall be provided by the Owner in writing via certified mail return receipt requested to the Association.

10. Waiver/Modification of Policy. The Board, in its sole discretion, may grant a waiver of any provision or otherwise modify any of the procedures contained herein upon petition of an Owner showing a personal hardship.
11. Required Action. Nothing contained in this Resolution, not otherwise required by the Declaration, shall require the Association to take any of the specific actions contained herein. The Board shall have the right, but not the obligation, to evaluate each delinquency on a case-by-case basis as is reasonable and in its best judgment.
12. NSF Fee. A \$25 fee will be charged for each NSF (Non Sufficient Fee) on a returned check.

COMPLAINTS

Any member may submit a complaint to the Association. The complaint must be in writing. The Action Request Form (ARF) may be used to document and report complaints to the Association. An ARF may be obtained from the Association's website , www.oakwellfarmshoa.com. All information is confidential.

When the Board receives a complaint, it will consider the complaint and take appropriate action, to include identification of a violation and/or an issuance of a letter to the property owner, requesting correction of the violation.

CONTRACTORS' WORK HOURS

Home Construction and Renovation

Work hours are from 7:00 A.M. to 7:00 P.M. Monday through Friday and 9:00 A.M. to 6:00 P.M. on Saturday. Work is not permitted before or after these hours without special permission. Outside work using loud equipment is not permitted on Sundays or holidays. Indoor or outdoor work with light equipment is permitted from 1:00 P.M. to 6:00 P.M. on Sundays. Major construction on a new home is not to exceed 12 months. Construction on completed homes undergoing exterior improvements or renovations is not to exceed 6 months. All work must have received prior approval from the ACC before any work begins.

CONTROLLED ACCESS

The entry gate guards and the patrols are employees of a professional service company providing contracted services to Oakwell Farms Homeowners Association. There are three (3) gates to Oakwell Farms property: North (Main) Gate, South Gate, and Bitterblue Gate.

North entry gate (main gate)

1. This gate is located at the public end of Oakwell Farms Parkway, off Harry Wurzbach.
2. Manned 24 hours per day, seven days per week.
3. Vehicles will be admitted only with an appropriate pass.
4. Members must update their access forms at the main gate to place recurring visitors on the access list. Persons placed on recurring lists will be allowed in Oakwell Farms on a 24-hour-a-day basis. Residents are reminded to review their lists periodically.

5. Each resident household will have recorded at the gate a Personal Identification Number. This number is created by the resident. It will be used by the resident as a means of positive identification when contacting the guard by telephone, when entering Oakwell Farms in a vehicle without an Oakwell Farms decal, and on other occasions when it is necessary for the guard to ensure proper identification.
6. Each resident must purchase coded transmitters for opening the main gate and the south gate. Coded transmitters are sold for \$40.00 and are available only at the Association office. They are only guaranteed for thirty days from purchase.
7. The gate guard may accept packages, messages, etc., for residents. However, this is a courtesy service, and whenever this service interferes with controlled access requirements, it will not be provided. In such cases the guard will refuse delivery of packages. Residents are encouraged to pick up their packages, messages, etc., as soon as they are notified of their presence at the guard gate.
8. The gate guard is not allowed to leave the main gate area at any time.

**THE ENTRY GATE GUARD WILL NOT ACCEPT OR HOLD
ANY PERSONAL KEYS FOR HOMEOWNERS OR GUESTS.
THE GUARD WILL ACCEPT ONLY KEYS TO ASSOCIATION PROPERTY
THAT PREVIOUSLY HAVE BEEN CHECKED OUT FROM THE GATE GUARD.**

South Gate

1. Located off Harry Wurzbach, south of the main Oakwell Farms Parkway entrance
2. Unmanned
3. Only persons with transmitters are allowed entry and exit through this gate.
4. Operational from 5 am to midnight.

Bitterblue Gate

1. Located at the end of Bitterblue Lane
1. Use of this gate is restricted to the use by residents of Bitterblue Lane, as provided for in the Covenants and Fire, EMS, and Emergency Vehicles.

In addition to the 24 hour manned gate guard there is a roving patrol in Oakwell Farms on a nightly basis. The patrol arrives between 9-10 p.m. and stays until 5-6 a.m. The roving patrol is contacted by the main gate guard who directs the patrol to report to calls of inquiry or assistance.

CALL 911 FOR ALL EMERGENCIES – THEN CALL THE GATE GUARD AT 822-8687.

DENIAL OF ENTRY

1. If a member is delinquent in paying assessments, costs and/or other charges authorized by the Declaration for sixty (60) or more consecutive days then the Board may authorize the Association's Management Office to suspend the member's right to access the Gate System by disabling the member's remote to the Gate System. If a Member's right to access the Gate System is suspended, then he/she must use the visitor's entrance to

access the Subdivision. If a Member's right to access the Gate system is suspended, then the Member's family members, tenants and/or guests also will not have the right to access the Resident's Gate. Such suspension will last as long as the Member remains delinquent.

2. Denial may also be granted for continual violations of the Declaration Covenants, Conditions and Restrictions. Letters will be sent for any of the following conditions
 - a. Lack of or poor yard maintenance of the homes, trash cans out, etc. If after receiving three (3) notices the home in violation will have their remotes removed.
3. If materials, storage pod, etc. are delivered to a resident's home without an ACC approval or submission on file, said delivery may be denied entry to Oakwell Farms property.
4. The Member shall be assessed a \$10.00 reactivation fee by the Association for each access code. Such suspension will last until the Member has remedied the situation by making payment in full or otherwise satisfying the Board, including payment of any re-activation fee.

ELECTIONS

The election of the Board of Directors of the Oakwell Farms Homeowners Association is held at the annual membership meeting (usually held in early November of each year). Each Association member is entitled to cast one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members of the Association, but the vote for such lot shall be exercised as a single vote as they among themselves determine, i.e., one lot, one vote. A directed proxy may be substituted for an in-person vote provided said proxy is in writing and signed and filed with the Secretary of the Association before the meeting is officially convened. An Absentee ballot may also be used instead of a Directed Proxy and may be obtained by contacting the Association office.

ELECTIONS RECOUNTS

An owner has the right to request a recount of any member election. Requests must be made within 15 days of election. A recount is at the requesting owner's expense unless the recount changes the results of the election. Residents must pay in advance for the recount.

Specific Requirements regarding who may conduct a recount (not a member, not related to a Board member, and unless agreed by HOA and person requesting the recount, must be a current or former county judge, county elections administrator, justice of the peace, or county voter registrar).

EMS (EMERGENCY MEDICAL SERVICES)

Emergency service is provided by the City of San Antonio (696-8440). Call 911 for emergency service.

ENERGY GENERATING AND ENERGY SAVING DEVICES

The Architectural Control Committee (ACC) recognizes the economic and environmental benefits of its homeowners using alternative sources of energy, such as wind and solar power and energy saving devices such as shade structures. At the same time, the ACC must also protect the aesthetics and quality of life of all homeowners as provided in the Declaration of Restrictive Covenants from conditions that can be created by any structures. These guidelines are intended to help homeowners design, build and operate energy generating and energy saving systems consistent with the intent of the Declaration of Covenants, Conditions and Restrictions and the objectives of The Oakwell Farms Architectural Control Committee.

“Energy efficient facility(ies)” means a device, apparatus, mechanism or structure that more efficiently generates or reduces the amount of energy derived from fossil fuels that is consumed by a Homeowner’s residence, including without limitation, solar panel (including Solar photovoltaic modules and solar thermal collectors), wind turbine, evaporative cooler, exterior shutters, retractable clothes lines, and energy-saving exterior lighting device(s).

Installation of any energy efficient facilities to any lot must be approved by the ACC prior to commencement of any construction or installation. In addition to the ordinary permit application requirements of the ACC, applications for energy efficient facilities shall include at a minimum:

1. Plot plan for property showing:
2. Location of existing dwelling
 - a. Location of property lines and easements
 - b. Location of proposed addition or improvement location
 - c. Measurements between all of the above
3. Engineering plans, drawings and specifications of proposed additions as reasonably necessary to evaluate the addition or improvement, showing at a minimum all finished dimensions and elevations (front, back and sides) with materials and colors indicated or supplied.
4. Any available information or data describing the cost of the energy efficient facility, the calculated energy saved or the energy to be saved and costs saved, and any impact on the total energy efficiency obtained by the addition or installation.
5. Any information from the manufacturer or contractor providing or installing the energy efficient facility which describes its benefits, features and functions.
6. Photos of the current structure and proximity to surrounding lots and residences.
7. A statement that the energy efficient facilities are not expected by the owner to cause a nuisance to other Homeowners or neighboring residents due to glare, noise or other problems once installed and in operation.
8. A statement that all local and state building codes and permit requirements have been met and will be adhered to in the installation and operation of the energy efficient facility.

9. The construction of energy efficient facilities is subject to the general provisions of the Declaration of Covenants, Conditions and Restrictions, applicable provisions of the Architectural Standards, and all requirements of Bexar County, the State of Texas and any other approval authority. Design and installation certification by a qualified professional shall be required.
10. Any exterior additions or modifications to any dwelling or other improvement or structure should be constructed of like materials and colors of the dwelling to the greatest extent possible.
11. Any additions or modifications shall be within the approved building area as prescribed by the Declaration of Covenants, Conditions and Restrictions for the residence in question.

The ACC may require a deposit from the homeowner applicant to ensure all conditions of construction and installation approval have been met.

Alternative energy facilities, including without limitation, solar and wind turbines, should not cause a nuisance to neighbors and residents, aviation or wildlife.

Solar power nuisance conditions and/or bases of denial may include but are not limited to:

1. Framing materials, or stand alone structures not compatible in shape, materials and color with the residence or other structures on the property or surrounding area
2. Glare from solar collectors
3. Roof top or stand-alone structures interfering with neighbors views
4. Rooftop installations which are not flush or flat with the pitch of the roof

Wind power generation nuisance conditions and/or bases of denial may include but are not be limited to:

1. Excessive noise due to normal or damaged operating conditions (65 decibels)
2. Visual intrusion into scenic views
3. Damage to wildlife
4. Risk of property damage or to human health due to falling towers or support
5. Excessive height (over 35 feet)
6. Overall design incompatible with the harmony and design of the residence or surrounding area
7. Excessive support or guy wire installation incompatible with the harmony and design of the residence or surrounding area
8. Improper setback from the property boundary line, easements or improvements on the lot

ESTATE/ANTIQUE SALES

1. Antique and estate sales are permitted provided a City of San Antonio garage sale license is displayed (if required).

2. All advertising must contain only the phone number of the resident holding the sale. It may not include the address.
3. The resident hosting the sale must provide the guard with the name of each person who will come to the sale and directional maps as handouts.
4. Signs may be placed only on the day(s) of the sale and only inside the entry gate and must be removed after the sale.
5. The sale may be for no longer than two days.
6. Parking for the sale must not interfere with traffic flow in Oakwell Farms. Passes will be required, and only 20 vehicles will be allowed in at any one time.
7. The Administrator must approve any sale within Oakwell Farms subdivision prior to the sale. Only personal property of the residents may be sold at the sale.
8. A copy of the ad must be submitted to the Board for approval.
9. No mailed invitation will be honored by the gate guard.

FIRE PROTECTION

Fire fighting service is provided by the City of San Antonio. Call 911 for emergency service.

FLAGS - DISPLAYING

General Provisions

Small (less than 3' x 5') decorative flags (including pennants and banners) are permitted for individual or seasonal holidays and special occasions such as sports events.

Flags for holidays may be displayed from 4 weeks prior to the holiday to 1 week after the holiday. Flags that support specific sporting events or sport teams may be displayed from 2 weeks prior to the event to 1 week after the event.

Any flag displayed must be made out of fabric (non-plastic) suitable for outdoors and maintained in good condition (not faded or torn).

Decorative and sporting event flags must be flown on house-mounted poles or specialty designed garden flag holder only. Flags cannot be mounted to pergolas, play sets, basketball standards, trees & landscaping, or other exterior equipment. Flags installed in the front of the residence must be mounted on flagpoles.

All flag installations shall be made in a manner so as to not create a noise nuisance to surrounding neighbors.

Freestanding flagpoles require ACC approval as a modification prior to installation.

USA, Military and Patriotic Flags

Displaying the official flag of the United States of America along with one of the US Military Flags can be flown at the same time in accordance with the Official USA Flag Code (USC Title 36, Chapter 10).

Pole mounted USA and Military Flags can be flown either on a wall-mounted pole or freestanding flagpole. Freestanding flagpoles require ACC approval as a modification prior to installation.

Flags must be maintained properly and replaced when they become torn or faded. Maximize size of any flag is 3' x 5' and must be made of fabric (non-plastic) and suitable for outdoor use.

Freestanding Flagpoles

1. Placement is allowed in landscaping or grass areas only. No mounting is allowed on concrete areas, house, decks, etc.
2. Flagpole placements shall be within pre-established building setbacks as shown on the plat of survey. No placements are allowed on easements.
3. Flagpoles shall be located no closer than 15' from public sidewalks and no closer than 20' from curbs.
4. Artificial lighting must not shine toward any neighboring homes or be too bright to cause a visual disturbance.
 - a. Light bulbs must be recessed in holders so lighting only illuminates the flags and flag pole.
5. Poles shall be a minimal 12' in height with a maximum height of 20'.
 - a. Total height of the pole shall not exceed the top roofline of the house.
 - b. Poles shall be permanently installed, non-painted aluminum only.
 - c. Toppers shall be of standard ball shape and made of brass.
 - d. A maximum of two flags (US and a military or US Patriotic flag) can be displayed at any time.
6. Flagpoles shall be installed and maintained so as to not be a noise nuisance to surrounding neighbors.
 - a. Efforts should be made to minimize noise impact of clips.
 - b. Flagpoles shall be installed in a professional manner in accordance with the Manufacturer's guidelines.
7. Freestanding flagpole installations shall be submitted for ACC approval prior to installation.
 - a. Submittal shall include a plat of survey showing location in proximity to house, existing landscaping, sidewalks, and street.
 - b. Details of design of flagpole including materials of construction shall be provided. Manufacturer's literature would be helpful. Design and location of lighting shall be included. The submittal shall include the number and type of flags to be displayed.

Placement on House Mounted Flags

1. Pole mounts shall be put directly on the front or back fascia of the house.
2. All flags must be mounted with proper hardware.
3. Wood, plastic or metal poles are permitted and should not be more than 6 ft long.
4. Flag poles must be maintained in good condition.
5. One flag per pole is permitted on house mounted flags.
6. Flags cannot be draped across any portion of the front of the residence such as garage

- doors or front porch railings.
7. Flags installed in the front of the residence must be properly mounted on poles.

GARAGE SALES

The Association will schedule and coordinate one garage sale a year. This will be a community wide event normally held in the Fall of each year. The once a year garage sale will take place from 9 am to 2pm.

The Oakwell Farms HOA will place an ad for the garage sale in the San Antonio Express News newspaper. Oakwell Farms residents wishing to participate in the garage sale must notify the Association's Management Office of their intention to participate. Each participating resident is responsible for acquiring the required garage sale permit from HEB.

Based on notification by residents of their participation, the Association's Management Office will prepare a map with participating houses marked on the map. As potential buyers enter Oakwell Farms by the Front Gate, the guard will give this map to each car.

A patrol car will drive through the subdivision from 9 a.m. to 3 p.m. and ensure that buyers leave the Oakwell Farms property after 2 p.m.

GARBAGE PICKUP AND STORAGE

Garbage is picked up on two days. On Mondays regular garbage (trash collection) is picked up. Recycled trash is picked up on Thursdays. The City of San Antonio only allows pickup of trash containers provided by the city.

Trash cans should not be on the curb side until late in the evening the night before pickup. Trash cans and/or grass or leaf bags must also be stored out of sight until late the evening before pickup. The Association charges \$10.00 per bag if left out and picked up by Oakwell Farms maintenance.

Trash cans must be stored inside or in screened areas so that they are not visible from any street or the adjoining property. Firewood, building materials, equipment, etc., must also be stored in this same manner.

GENERAL RULES AND PROCEDURES

The Oakwell Farms Homeowners Association rules and procedures which follow have been established for the benefit, health, and welfare of the residents and are in keeping with the purposes and responsibility of the Association as outlined above. These rules and procedures are subject to change by the Board.

All members are encouraged to take full advantage of all Oakwell Farms facilities. They are here for the members' use and enjoyment. Non-resident guests may use the Association facilities only when accompanied by a resident of Oakwell Farms.

Residents are reminded that these facilities belong to all members of the Association and are requested to help the Association keep the facilities well maintained, safe, and clean.

Every homeowner has a right of enjoyment in and to the Common Areas. This entitlement will pass with the title to every lot subject to provisions dealing with payment of assessments and obeying Association rules.

Any activity which causes damage to the Common Areas or which otherwise detracts from the general appearance of the community is prohibited. Homeowners will be held responsible for any damage caused to Association property by residents of their households, guests, or themselves. Vandalism and infractions of the general rules should be reported to the Controlled Access Guard or Association Administrator as soon as possible.

GREENBELT AREAS OF OAKWELL FARMS

Following are the rules for the use of the greenbelt areas in Oakwell Farms.

1. All greenbelts may not be used in any manner other than as green belts. The greenbelts can be used only in a manner that will protect the security, privacy, and tranquility of all homeowners.
2. The areas designated as greenbelts are not athletic or recreation areas.
3. There shall be no apparatus or markings, permanent or temporary, erected or constructed in the greenbelts.
4. There shall be no use of any kind of motorized vehicle in these greenbelts including but not limited to motorbikes, motorized go-carts, motorized scooters, motorized mopeds, and A.T.V.'s.
5. Notwithstanding anything herein to the contrary, the Association may store construction materials and equipment on common areas including, but not limited to, greenbelts as frequently and for as long as the Association deems necessary.

GROUPS MAINTENANCE

All maintenance, upkeep, and watering of the Common Areas are the responsibility of the Association and are administered by the Association Board through the Administrator. The Common Areas are defined as all real properties owned by the Association for the common use and enjoyment of the owners.

Homeowners must not interfere with the maintenance personnel or advise how the work should be done. Residents may not request additional work in their areas be performed by the maintenance personnel.

HOLIDAY LIGHTING

For Common Areas

As per direction from the Board, the Friday after Thanksgiving Day, holiday lighting will be turned on at the north guard gate and the south gate entry. The week before Thanksgiving red ribbon and garland will be installed on the light poles in the median on the Oakwell Farms Parkway from Harry Wurzbach to the main gate.

For Residents

Homeowners must remove their lighting by January 30th of each year.

LANDSCAPING

1. Plantings cannot constitute a “living fence” (planting along a property line).
2. Plantings cannot be in a “limited sight distance” (planting on a corner causing blind spots).
3. In order to plant more than 3 large shrubs or trees a request must be submitted to the ACC for approval. A request is not required for perennials.

LIGHTING

All lighting in the Common areas and along the streets is the responsibility of the Association. There are several large CPS standards within the area. These lights are maintained by CPS with the monthly usage fee being billed to the Association.

MAIL DELIVERY

Delivery is made Monday through Saturday or as designated by the U.S. Post Office. Mail is deposited in the cluster mail boxes located near each resident’s home. Mail box keys are assigned by the United States Postal Service (USPS). The Serna Station serves Oakwell Farms and is located at 7503 Harlow (655-0151). The zip code for Oakwell Farms is 78218.

MEMBERSHIP

Every person or entity who is a record owner of any lot which is subject to the jurisdiction of and to assessments by the Association shall be a Member of the Association. Beyond supporting the Association, members are responsible for complying with Association rules and timely payment of assessments.

NEWSPAPER DELIVERY

Delivery of the San Antonio Express News is available (225-5533).

PARKING ON STREETS AND ISLANDS

The streets and parking areas are owned and maintained by the Association. Parking on islands is allowed only for members to collect their mail and for out-of-town guests. There are no provisions for on-site parking islands for any resident with more than two vehicles.

Out-of-town guests may park their vehicles on islands when sufficient street parking is not available for a period of no more than 24 consecutive hours. On-street parking must never interfere with mail pickup.

1. Parking or storing of vehicles on the islands is not permitted.
2. Parking or storing of vehicles, trailers, boats, equipment or any other property on the street or islands for more than 24 consecutive hours is prohibited.
3. Parking which prevents owners from entering or exiting their driveways is not allowed at any time.
4. Parking rules for guests are the same as for residents.

In order to allow emergency vehicles to access units in the Mews and Barrington Heights, the following parking is imposed.

1. Parking in The Mews is authorized only in the designated parking spaces, not in the street.
2. Parking in Barrington Heights is authorized only in the parking at the rear of the units.

Parking is prohibited in:

1. A marked fire lane
2. Within 15 feet of a fire hydrant
3. A space designed for handicapped without proper authority.
4. A manner that interferes with entrance to or exit from pool and/or Community Center Clubhouse.

PATHWAY SYSTEM (JOGGING TRAILS) RULES

Authorized use of the pathway system within the residential areas is limited only to Oakwell Farms Homeowners Association residents and their guests. The total length of the pathway is 1.113 miles.

Pathways are intended for pedestrian use primarily. Cyclists and children using wheel toys may use the walkways provided they do not endanger the safety of pedestrians. Non-motorized scooters and non-motorized bikes are allowed on the walking paths (pedestrians having priority). Bells must be placed on bicycles, wheel toys and foot scooters.

No motorized vehicles, including motorized scooters or motorized bikes, or toys are allowed on the pathways. Exceptions to this rule are the Association's maintenance golf cart, identified maintenance crew vehicles and the marked roving patrol truck. These vehicles are allowed on the pathway.

PAYMENT PLAN GUIDELINES

All payment plans must:

1. be in writing;
2. signed by one or more owners of the property associated with the delinquent balance;
3. approved by the signature of the President of the Association or the Association Manager; and
4. provide that the owner shall pay future assessments when due, in addition to any arrearage payment due under the following terms of a payment plan;
 - a. A Payment Plan shall have a minimum term of 3 months;
 - b. A Payment Plan shall have a maximum term of 12 months, unless specifically approved by the Board;
 - c. Despite the foregoing, the Association may not allow a Payment Plan for any amount that extends more than 18 months from the date of the owner's request for a Payment Plan;
5. To be qualified for a payment plan an owner must not have failed to honor the terms of any previous payment plans during the two years following the owner's default under the previous payment plan;
6. No monetary penalties shall accrue on balances while a payment plan is in effect, but interest and reasonable costs associated with administering the plan shall continue to accrue;
7. Any qualified owner with a delinquent balance of \$300.00 or less shall be allowed, without deliberation by the Board, to pay that balance in three equal consecutive monthly installments, with the first payment due within the 30 days of approval of the payment plan;
8. Any qualified owner with a delinquent balance of more than \$300.00 shall be allowed, without deliberation by the Board, to pay that balance by paying:
 - a. a down payment of 25% of the balance within 30 days of approval of the payment plan and
 - b. the balance in six equal consecutive monthly installments.
9. Any qualified owner who sends in less than the amount to be paid on the payment plan will be in default of the payment plan;
10. Any owner may submit a request for a payment plan that does not meet the foregoing guidelines, along with the any other information they wish the Board to consider, and the Board may approve or disapprove such payment plan, in its sole discretion; and
11. If an owner who is not qualified to receive a payment plan asks for a payment plan, the Board shall be entitled to approve or disapprove a payment plan, in its sole discretion.

PETS

No more than a total of three (3) adult pets are allowed for each residence in Oakwell Farms. Adult pet are defined by as being a pet that is twelve (12) months or older.

1. Residents are reminded that their pet(s) must be controlled on a leash at all times if they are off their own personal property. Unleashed domestic animals will not be allowed in Oakwell Farms beyond the boundaries of the owners' lots. This includes the

- streets, jogging paths and all association common property.
2. Pets are not allowed on the tennis courts, in the pool area or in the Community Center Clubhouse.
 3. Residents walking their pets must not allow their animals to defecate within or around the Association's landscaped areas, on sidewalks, or streets, or on property of other homeowners.
 - a. If the animal does defecate in any of these areas, the pet owner (or designated walker) must remove and dispose of the feces.
 - b. As a courtesy, it is suggested that the dog owner/designated walker carry a plastic bag to remove the solid waste from the common property and property of other owners.
 4. It is unlawful for any person to keep, maintain or permit on any area under his or her control, any animal which may by any sound or cry, disturb the peace and comfort of the neighbors or interfere with reasonable or comfortable enjoyment of life and property.

PLAYGROUND RULES

The playground located in the recreation center area is open and available for use from daylight to dusk. All guests and/or non-residents must be accompanied by their resident host at all times.

POLICE

The San Antonio Police Department provides public law enforcement service to Oakwell Farms. The police can be reached by calling 207-7273. For emergencies call 911.

PUBLIC SCHOOLS

Oakwell Farms is in the Northeast Independent School District (ISD). To contact district officials call 210-657-8600. Northeast ISD schools serving Oakwell Farms residents are:

- a. Northwood Elementary School
 - 1) Address: 519 Pike Rd, San Antonio, TX 78218
 - 2) Telephone Number: (210) 805-5150
- b. Garner Middle School
 - 1) Address: 4302 Harry Wurzbach Road, San Antonio, TX 78218
 - 2) Telephone: 210-805-5100
- c. Mac Arthur High School
 - 1) Address: 2923 Mac Arthur View
 - 2) Telephone: 210-650-1100

RAIN BARRELS

The following requirements apply to the installation of Rain Barrels:

1. Rain Barrels are not allowed in the front yards.
2. Rain Barrels located in side yards must be screened from view from the street.
3. For corner lots, It is recommended that rain water diverters be used so as to minimize

alteration of existing downspouts. Alteration of the downspouts shall be esthetically pleasing.

4. Rain Barrels shall have mosquito screening, and chemical treatment as required, to prevent mosquito breeding.
5. Color shall be natural or to match siding, so as to blend in with the environment.
6. Location, mounting height, and shape shall not present an eyesore, shall be aesthetically pleasing, and shall blend in with the surrounding environment.
 - a. If made of a material that can rust, they must be kept in proper condition that is esthetically pleasing.
7. If pumps are added, they shall also be screened so they are not visible from the street and do not create a noise level that will be disturbing to the surrounding neighbors.

RECREATIONAL FIELD RULES

The field located in the recreation center area is available for use from daylight to dusk. No hardball may be used in this area. All guests and/or non-residents must be accompanied by their resident host at all times.

RECREATION FIELD OF WOLFETON ESTATES

Following are the rules for the use of the recreation field in Wolfeton Estates.

1. The recreation field cannot be used for organized practices or team events for baseball or softball.
2. The pavilion on it can be used only by Oakwell Farms residents and their guests and must be reserved in advance. All guests must be accompanied by their resident host at all times.
3. Reservations for the use of the pavilion may be made by contacting the Association office during normal business hours. The pavilion can be used only until 10 P.M.
4. There shall be no permanent markings of athletic fields or facilities of any kind constructed on this field including but not limited to basketball, football, volley ball, and soccer.
5. There shall be no permanent athletic apparatus of any kind placed or constructed on this field including but not limited to lights, backstops, goals, and nets.
6. There shall be no permanent playground equipment or apparatus of any kind placed or constructed on this field including but not limited to swings, slides, and climbing bars.
7. There shall be no use of any kind of motorized vehicle on this field including but not limited to motorbikes, go-carts, scooters, mopeds, and A.T.V.'s.

RELIGIOUS ITEMS DISPLAY

1. RIGHT TO DISPLAY
 - a. Notwithstanding any recorded restrictive covenant or policy to the contrary, an Owner or resident of a dwelling may display or attach one or more religious items, the display of which is motivated by Owner's or resident's sincere religious belief.
2. SUBJECT TO LIMITATIONS.
 - a. The right to display permitted religious items is subject to the following limitations:

- 1) To the extent allowed by the Texas Constitution and the United States Constitution, any such displayed or affixed religious items may not:
 - a) threaten public health or safety; or
 - b) violate any law; or
 - c) contain language, graphics, or any display that is particularly offensive to a passerby.
- b. Individually or in combination with each other, the items at any entry may not exceed twenty-five (25) square inches total in size.
- c. The items may be displayed only on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame.
- d. Approval from Architectural Control Committee is not required for displaying religious items in compliance with these guidelines.
- e. As provided by Section 202.018 of the Texas Property Code, the Association may remove any items displayed in violation of these guidelines.

SIDEWALKS

The sidewalk adjacent to an owner's home is the responsibility of the owner.

SIGNS ON OUTDOOR BULLETIN BOARDS

1. Outdoor bulletin boards are limited to Oakwell Farms Homeowners Association events and activities to include lost and found items.

Posting does not constitute endorsement by the Association,

2. Signs are limited to name, date, time and messages in large letters that can be read by passing cars.
3. Signs can only be posted for one (1) week.
4. Signs may not be used for private or personal fund raising, political events or commercial activities, sale, exchange or promotion of any product or services.
5. Cases are limited to 3 posters at a time. Case space will be given on a first come, first serve basis.
6. Signs not complying with guidelines will be removed without notice.

SIGNS: POLITICAL

1. Period of Display. Political signs may be displayed on or after the ninetieth (90th) day before the date of the election to which the sign relates and must be removed before the tenth (10th) day after that election date.

2. Number of Political Signs. Property owners may display only one (1) sign for each candidate or ballot item.
3. Mounting of Signs. Signs must be ground-mounted. Signs shall not be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object. Signs shall not be painted on architectural surfaces. A standard sized bumper sticker may be attached to the vehicle.
4. Materials. Signs shall not be made of or contain roofing material, siding, paving materials, flora, balloons, lights, or any other similar building, landscaping, or nonstandard decorative component.
5. Size. Signs shall be no larger than two (2) feet by four (4) feet.
6. Miscellaneous. Signs shall not:
 - a. threaten the public health or safety;
 - b. violate any law;
 - c. contain language, graphics, or any display that would be offensive to the ordinary person; or
 - d. be accompanied by music or other sounds or by streamers or otherwise be distracting to motorists.
7. Removal. The Association may remove a sign displayed in violation of these guidelines.

Other Signs

1. "For Sale" signs up to 2' x 2½" are permitted. Only one sign is allowed per property.
2. One (1) "Open House" sign is allowed on Oakwell Farms Parkway.
3. No signs for commercial events or activities are allowed within Oakwell Farms.
 - a. If you are not sure if your sign may be posted, contact the Homeowner's Association Management Office.

SOCIAL EVENTS

Events sponsored by the association are open to all members. Guests must be accompanied by the resident at all times.

SOLICITATION

Door-to-door soliciting is prohibited. Report solicitation at once to the front gate guard (822-8687) or to the association office (829-7202).

SPORTS COURT RULES

The sports court located in the recreation center area is open and available for use from daylight to dusk. All guests and/or non-residents must be accompanied by their resident host at all times.

STREETS

The speed limit, established by the Board of Directors, within Oakwell Farms is 20 m.p.h. in the residential areas and on the Parkway. All vehicles operated at night must be equipped with

working lights.

Only motorized vehicles which are licensed and insured are allowed on Oakwell Farms streets. The only exception is the Association's maintenance golf cart when used for Association business.

Motorized scooters and motorized bikes are not allowed, either on the streets or walking paths.

Non-motorized bicycles are allowed on the streets.

SWIMMING POOL RULES AND POLICIES

TERMS

Resident: Anyone who lives and/or owns a home within Oakwell Farms.
Includes immediate family members who reside in the household.

Guest:...Anyone who is not a permanent resident of Oakwell Farms. Each guest must present a daily "guest swim" ticket to enter the pool swim area.

Daily Guest Allowance: 6 guests per resident household per day **at any given time on a single day**

Large Guest Group: Group numbering 7 –14 guests (swimmers and non-swimmers) who will be within the fenced pool area during supervised swimming hours. Must be coordinated with Association Management Office. May require paying for an additional lifeguard. Please refer to the section "LARGE GUEST GROUP."

Pool Party: Group numbering 1-80 guests for a resident-sponsored group gathering at the pool. Must be scheduled through the Association Management Office. Will require paying a Usage Fee, a Cleaning Deposit, for adequate lifeguards coverage (1 lifeguard per 20 participants), and, when appropriate, a security guard. Please refer to the section "POOL PARTY."

Supervised Swimming: Minimum of two (2) lifeguards on duty.

○.....Full Swim Season: Pool open daily beginning Memorial Day to the week before school starts

○.....Limited Swim Season: Pool is open on week-ends only beginning the week before school starts up through Labor Day

○.....Supervised Swim Hours: 12:00 P.M. (Noon) to 8:00 P.M.

Unsupervised Swimming: No lifeguard on duty.

○.....Unsupervised Swim Season: March 1st to Memorial Day and Labor Day to November 30th.

○.....Unsupervised Swim Hours: During Full or Limited Swim Season

○ 6:00 A.M. to 12:00 P.M. (Noon)

○ 8:00 P.M. to 10:00 P.M.

During unsupervised swim Season

- 6:00 A.M. to 10:00 P.M.

Non-swim Season: December 1st to February 28th/29th. An extra chain and lock will be placed on the entrance gate during this time. The lock on the swimming pool gate will be disabled for Annual Pool Keys purchased for the previous swim season.

Lifeguard Individual(s) authorized by the Oakwell Farms Board of Directors who is/are responsible for enforcing pool rules and guidelines for safety and appropriate behavior, activities, and language. Residents and guests must comply with lifeguard directives or be required to leave the enclosed pool area.

Swim Test Swim one (1) length of the pool and tread water for one (1) minute.

Community Sponsored Event Events approved by the Board that are open to the entire Oakwell Farms community.

SWIMMING POOL PRIVILEGES

1. During supervised full and limited swim seasons permanent residents of Oakwell Farms are granted pool privileges to use and swim at the Oakwell Farms Swimming Pool. A lifeguard is on duty.

2. During unsupervised swim season, permanent residents who have purchased an “annual pool key” are granted pool privileges to use and swim at the Oakwell Farms Swimming Pool.. No lifeguard is on duty.
3. The “annual pool key” is purchased at the Association Management Office located at 1600 N.E. Loop 410, Suite #202, San Antonio, TX 78218. The telephone number is 210-829-7202.
 - a. Annual pool keys are non-duplicable.
 - b. The cost of the “annual pool key” will be established by the Association Management Office, as authorized by the Oakwell Farms Board, each year prior to the start of the swim seasons.
 - c. The purchase fee is non-refundable.
 - d. Annual pool keys will be provided at cost with a limit of two (2) keys per household. If a key is lost, the resident must pay for the replacement key.
 - e. At the time of key purchase the Resident will be required to sign a liability waiver assuming responsibility for all residents living at the specified address and for all guests of the Resident who swim at the Oakwell Farms Swimming Pool during unsupervised swim hours.
4. Guests of Oakwell Farms residents may swim at the Oakwell Farms Swimming Pool as outlined in the section “GUEST POLICY FOR OAKWELL FARMS SWIMMING POOL”
5. Residents and/or guests who engage in inappropriate behavior or activity may lose their swim privileges.
6. During Community Sponsored Events, access to the pool may be restricted depending upon the nature of the event.
7. Persons using the Oakwell Farms Swimming Pool do so at their own risk. The Association is not responsible for accidents, injuries or loss of personal property. The ultimate responsibility lies with Residents of Oakwell Farms. Report all accidents and/or injuries to the lifeguard.

POOL RULES

1. The Oakwell Farms Swimming Pool was built for use by residents living in Oakwell Farms. Use of the pool by guests is a courtesy extended to Oakwell Farms residents on a limited basis.
2. All Residents and Guests must sign-in prior to entering the pool area.
3. During supervised swim hours lifeguards are on duty. Residents and guests must comply with all lifeguard directives. If Residents and/or guests fail to comply they will be asked to leave the pool area.
 - a. Posted pool and diving board rules, including rules addressing appropriate behavior and speech, must be obeyed.
 - b. INAPPROPRIATE BEHAVIOR, to include running, pushing, shoving, horseplay or any other type boisterous activity, will not be tolerated within the fenced pool area. Persons engaging in such behavior will be asked to leave the pool area.
 - c. Disregard for these rules may result in loss of pool privileges.
4. During unsupervised swim hours, Residents are responsible for ensuring that posted pool and diving board rules, including rules addressing appropriate behavior and speech, are obeyed. Disregard for these rules may result in loss of pool privileges.

5. Age Requirements and Limitations
 - a. At all times, within the fenced pool area, children under twelve (12) years of age must be accompanied by a person 18 years of age or older.
 - b. During supervised swim hours, children twelve (12) years of age and over will be allowed at the pool unaccompanied provided they are able to pass a swim test.
 - c. During unsupervised swim hours residents and guests under 18 years of age must be accompanied by a person 18 years of age or older.
6. All guests must be signed in by the resident. (See section "GUEST POLICY FOR OAKWELL FARMS SWIMMING POOL.")
7. Only proper swimming clothing may be worn in the pool.
8. Babies in the pool must wear appropriate baby swim-pants (e.g., rubber, plastic, or diapers made specifically for swim wear.)
9. A responsible adult must be, at all times, within physical reach of each child at the baby pool.
10. Persons with the following conditions will not be allowed to enter the pool. Lifeguards will make the determination for permissible pool entry.
 - a. Having a contagious disease or infectious condition
 - b. Bandaged or scabbed abrasions (including fresh tattoos)
 - c. Open or healing wounds
 - d. Colds
 - e. Coughs
 - f. Red or infected eyes
11. No devices which have particles that might clog the pool filters are permitted in the pool
12. Swimmers may use kickboards provided by Oakwell Farms. Swim aid devices, including noodles, brought by swimmers, may be used at the discretion of the lifeguards. No swim aid devices may be used by persons going off the diving board.
13. The pool and deck are to be used only for swimming and sunbathing.
14. Lap lanes are lanes restricted specifically for swimming or walking the length of the pool. When people are using the lap lanes for swimming or walking, other swimmers, when in the lane or crossing the lane, must give priority to those using the lanes for the designated purpose.
 - a. Lap lanes are marked with ropes and a sign.
 - b. During supervised swim hours, one (1) lap lane will be designated.
 - c. During unsupervised swim hours, two (2) lap lanes will be designated.
15. Within the fenced pool area, no food is permitted within 10 feet of the pool.
16. Alcohol and Drugs
 - a. Use of drugs, i.e., mind-altering substances, is NOT allowed within the fenced pool area.
 - b. During supervised swim hours, anyone suspected of being under the influence of mind-altering substances, including alcohol, as determined by the lifeguards, will be prohibited from entering the fenced pool area. If necessary, security guards will be called to handle such issues.
 - c. During unsupervised swim hours alcohol is allowed ONLY during a scheduled pool party IF the Resident host has obtained prior permission from the Association Management Office and has paid the fee for the required security guard. (See section "POOL PARTY".)
17. Smoking is allowed ONLY in the grassy areas.

18. No chewing gum in the fenced pool area.
19. Headphones are required for radios and other electrical devices within the fenced pool area.
20. Roller blades, skateboards, bicycles or other vehicles are not permitted in the pool area. Bicycles must be parked outside the pool area fence.
21. Glass containers of any sort are prohibited within the fenced pool area.
22. Pets, with the exception of service dogs, are not permitted within the fenced pool area.
23. Residents and guests are required to clean up after themselves upon departure from the pool area. All left-over foods, containers, trash, and personal items must be removed from the fenced pool area.
24. Chairs and furniture should be returned to their original placement around the pool.

DIVING RULES

1. All persons going off the diving board must be able to pass the swim test.
2. No swim aid devices may be used by persons going off the diving board.
3. Persons waiting to dive must remain at the bottom of the diving board ladder, taking care not to interfere with the divers.
4. Only one (1) diver at a time is permitted on the diving board.
5. When the diving board is open for use, the diving board is the **ONLY** entrance to the diving area of the pool.
6. Divers must jump or dive using no more than one (1) bounce.
7. No running on the diving board.
8. Hanging on the board is **NOT** permitted at any time.
9. Jumping and diving is permitted **ONLY** off the front end of the diving board.
10. **BEFORE** beginning the dive each diver is responsible for "looking before s/he dives" to ensure that the diving area is clear of all swimmers.
11. Immediately after diving and entering the water, the diver must surface and immediately clear the diving area.
12. Any diving activity or swimming activity within the diving area that is deemed unsafe by the Lifeguard is not permitted and must be discontinued immediately and permanently upon directive from the Lifeguard.
13. All Lifeguard directives must be followed exactly and immediately. Failure to do so may result in loss of diving and/or swimming privileges.

GUEST POLICY FOR OAKWELL FARMS SWIMMING POOL

Guest Policy During Supervised Swim Hours

1. Number of Guests Allowed
 - a. Daily Resident Household Guest Allowance: **6 guests at any given time on a single day**
 - b. Large Guest Group: 7-14. The resident must contact the Association Management Office at 1600 N.E. Loop 410, Suite #202, San Antonio, TX 78218, Tel: 210-829-7202 to coordinate a guest group larger than six (6) being in the fenced pool area on a given day. (See section "LARGE GUEST GROUP".)
 - c. Pool Party: Groups 15 or larger. (See section "POOL PARTY").
2. For the Daily Guests, the Resident must purchase "Guest swim tickets" at the Association Management Office. The tickets are required for non-residents to swim at the Oakwell Farms Swimming Pool.
 - a. Costs for Ticket Purchase
 - 1) 1 ticket - \$2 (May also be purchased at the pool upon entry to the pool fenced area.)

- 2) Book of 5 tickets - \$10
- 3) Book of 12 tickets - \$20
3. Residents must provide the following upon sign-in to the pool:
 - a. Resident Photo ID with Oakwell Farms address on the ID
 - b. A guest swim ticket for each guest
 - c. The following information
 - 1) Resident's name, address, and telephone number
 - 2) Guest name
 - 3) Guest age (if under 18)
 - 4) Arrival time.
4. Resident(s), age 18 years or older, must remain with children guests in the fenced pool area unless the children guests can pass the swim test and are twelve (12) years of age or older.
5. If a guest wishes to exit the fenced pool area for a period of time but return later that same day, s/he can get a hand stamp from the lifeguard which will authorize the guest's entry to the pool area without another swim ticket for that day.

Guest Policy During Unsupervised Swim Hours

1. Only Residents who have purchased an annual pool key and their guests may use the pool during unsupervised swim hours.
2. Residents must accompany and remain with all guests swimming during unsupervised swim hours.
3. Residents must sign the pool log with the following information
 - a. Resident name, address, and telephone number
 - b. Guest name and age
 - c. Arrival Time
 - d. Departure Time
4. If Resident(s) and guest(s) swimming during unsupervised swim hours in the morning, extend past 12:00 Noon into supervised swim hours, the Resident and guest(s) will be required to exit the pool, sign in with the Lifeguard, and provide one swim ticket for each guest.

UNSUPERVISED SWIMMING

1. During unsupervised swim hours, no lifeguard will be on duty.
 - a. Residents assume responsibility for all persons who use their key(s) to swim during unsupervised swim time.
2. Residents who have purchased an annual swim key and their authorized guests may swim in the pool during unsupervised swim hours.
 - a. Residents must be present throughout the time guests swim during unsupervised swim hours.
3. The pool is available for unsupervised swimming during the following dates and hours:
 - a. Dates: March 1st to Memorial Day and Labor Day to November 30th.
 - b. Hours:
 - 1) During Full or Limited Swim Season
 - 6:00 A.M. to 12:00 P.M. (Noon)
 - 8:00 P.M. to 10:00 P.M.
 - 2) During unsupervised swim Season
 - 6:00 A.M. to 10:00 P.M.
4. Persons swimming during unsupervised swim hours must be 18 years of age or older or accompanied by an adult 18 years of age or older.

5. All swimmers swimming during unsupervised swim hours are required to sign-in and sign-out in the pool log.
6. During morning unsupervised swim hours, swim lessons and/or a swim camp may be in session from 8:00 A.M. to 12:00 P.M.
 - a. The swim lesson and swim camp areas will be clearly marked to delineate between swim lessons/camp areas and other areas allocated for unsupervised swimming.
 - b. Swimmers not involved in swim lessons or swim camp are to swim only in the allocated areas (outside the area marked for swim lessons and swim camp).

LARGE GUEST GROUP

1. Residents who wish to schedule a Large Guest Group event must contact the Association's Management Office at 1600 N.E. Loop 410, Suite #202, San Antonio, TX 78218, Tel: 210-829-7202 or online at www.oakwellfarmshoa.com not fewer than two (2) weeks prior to the scheduled event to sign the required lease.
2. Number of participants for a Large Guest Group: 7-14 participants (guest swimmers and non-swimmers). For groups larger than 15 guests, see section "POOL PARTY".
3. Costs for a Large Guest Group event:
 - a. All fees must be received at the Association's Management Office no later than seven (7) business days prior to the scheduled event.
 - b. Clean-up Deposit: \$50.
 - 1) This fee is refundable if the pool is left in a clean and organized condition.
 - All trash and garbage must be removed from the site upon departure of the large group.
 - Trash and garbage is NOT to be disposed of in the pool trash containers.
 - 2) Failure to clean the pool and pool area or to leave the area and equipment in the same condition in which you found it will result in loss of some or all of the cleaning fee AND possible loss of privileges of use the pool to host future Large Guest Group events.
 - c. Lifeguards
 - 1) There must be a minimum of two (2) lifeguards on duty at a ratio of 1 lifeguard per 20 participants including swimmers and non-swimmers.
 - 2) Depending upon the number of swimmers in the pool and the number of participants in a Large Guest Group, the Resident(s) may have to pay for an additional lifeguard as determined by the Association Management Office. The Resident will pay the additional cost for salaries and associated taxes for the lifeguards. The amount will be established at the current salary level for lifeguards.
 - d. Security Guard: In the event that alcoholic beverages are going to be consumed on Oakwell Farms property during the course of a Large Guest Group event, a security guard will be present and the following guidelines must be observed:
 - 1) The Resident will notify the Association Management Office at the time the lease is signed.
 - 2) The Resident will pay the additional cost for the security guard (salary and associated taxes).
 - 3) Diving boards will not be available if alcohol is to be served during the Large Guest Group event.
4. Members of a Large Guest Group event are expected to observe and enforce all posted and printed rules. Lifeguard directives must be followed at all times.
5. Residents hosting a Large Guest Group event are responsible for taking care of the pool and all surrounding areas.
6. Large Guest Group events are not exclusive. Non-event swimmers may use the pool during all unsupervised swim hours.

7. The Resident Host must be present at the swimming pool area for the duration of Large Guest Group event.
8. Oakwell Farms Residents may check the calendar posted on the Oakwell Farms Homeowners Association website (www.oakwellfarmshoa.com) to view scheduled Large Guest Group event.

POOL PARTY

1. Residents who wish to schedule a Pool Party must contact the Association's Management Office at 1600 N.E. San Antonio, TX 78218, Suite #202, Tel: 210-829-7202 or online at www.oakwellfarmshoa.com not fewer than two (2) weeks prior to the scheduled event to sign the required lease.
2. Maximum number of participants (swimmers and non-swimmers, Resident(s), members of Resident household, and guests) – eighty (80) persons
3. Costs for a Pool Party
 - a. All fees must be received at the Association's Management Office no later than seven (7) business days prior to the scheduled event.
 - b. Usage fee: \$50. This fee is non-refundable.
 - c. Clean-up Deposit: \$200.
 - 1) This fee is refundable if the pool is left in a clean and organized condition.
 - All trash and garbage must be removed from the site after the party.
 - Trash and garbage is NOT to be disposed of in the pool trash containers.
 - 2) Failure to clean the pool and pool area or to leave the area and equipment in the same condition in which you found it will result in loss of some or all of the cleaning fee AND possible loss of privileges to use the pool to host future Large Guest Group events.
 - 3) If there is any damage to the pool, fenced pool area, or equipment, the Resident(s) hosts will be billed for the cost of repair or replacement.
 - d. Lifeguards
 - 1) There must be a minimum of two (2) lifeguards on duty with a ratio of 1 lifeguard per 20 participants including swimmers and non-swimmers.
 - 2) The Resident will pay the additional cost for salaries and associated taxes for the lifeguards.
 - 3) The amount will be established at the current salary level for lifeguards.
 - e. Security Guard: In the event that alcoholic beverages are going to be consumed on Oakwell Farms property during the course of the Pool Party, a security guard will be present and the following guidelines must be observed:
 - 1) The Resident will notify the Association Management Office at the time the lease is signed.
 - 2) The Resident will pay the additional cost for the security guard (salary and associated taxes).
 - 3) Diving boards will not be available if alcohol is to be served during the Pool Party.
4. Participants in a scheduled pool party are expected to observe and enforce all posted and printed rules. Lifeguard and, when applicable, security guard directives must be followed at all times.
5. Residents hosting a Party Pool are responsible for taking care of the pool and all surrounding areas.
6. If a scheduled Pool Party is to begin during unsupervised swim hours, a Lifeguard will open the fenced pool area for the Pool Party. Until the Lifeguard announces that the pool is open for swimming **no one should be in the pool.**
 - a. The Lifeguard will obtain a key from the Front Gate Guard to open the swimming pool area.
 - b. At the conclusion of the party, the Lifeguard will require that all persons vacate the fenced pool area. The lifeguard will return the key to the Front Gate Guard.
7. Scheduled Pool Parties are not exclusive. Non-party residents and guests may use the pool during all unsupervised swim hours.

8. The Resident Host must be present at the swimming pool area for the duration of Pool Party.
9. Oakwell Farms Residents may check the calendar posted on the Oakwell Farms Homeowners Association website (www.oakwellfarmshoa.com) to view scheduled Pool Party events.
10. DISCLAIMER
11. Oakwell Farms HOA reserves the right to suspend or cancel the swimming privileges of any owner or guest violating these rules. The Association is not responsible for lost or stolen items or for accidents occurring in or around the pool area. In case of emergency, render first aid and immediately telephone for emergency medical services at 911.

TENNIS COURT RULES

Tennis court use is limited to members of the Oakwell Farms Homeowners Association and their guests. Guests must be accompanied by the resident host at all times.

Reservations

To ensure access to the tennis courts, residents should reserve a tennis court with the Association Management Office. The following guidelines must to be followed:

1. During the course of any week, an Oakwell household can only reserve a court for one and one-half hours (1-1/2) hours on two (2) separate occasions and no more than two weeks in advance.
 - a. Residents sign up on the "sign-in" sheet located on the bulletin board location at the tennis courts.
 - b. Signup for courts must be printed and legible with the LAST NAME of the Oakwell resident household.
 - c. If a Resident is signed up for more than two (2) sessions in a week, the first 2 periods will be honored.
 - i. Other users can pre-empt the sign-ups which exceed the guaranteed limit (2 per week).
 - d. Illegible sign-ups will not be valid.
2. Residents who have made a reservation have a 15-minute grace period to arrive at the tennis courts. If the Resident does not appear within that 15-minute period, the reservation is forfeited and the court is made available to the next person waiting.
3. You can play more often if a court is not in use or otherwise reserved.

Tennis lessons will only be permitted for Oakwell residents. Tennis lessons will be limited to no more than four (4) individuals on the court at any time, to include one instructor and two Oakwell residents.

Court Use

1. The rules of tennis etiquette are to be observed.
2. No more than four (4) individuals on any court at any time.
3. Turn off lights after you are through playing UNLESS others are waiting to use the court.
4. The courts are for tennis playing only! Prohibited activities include, but are not limited to:
 - a. Bikes, scooters or other devices.

- b. Playing of non-tennis games (which include soccer).
- 5. Players must wear suitable sports shoes with non-marking rubber or crepe soles. Other shoe types are not allowed for court play.
- 6. Proper tennis attire must be worn.
 - a. Bathing suits are not permitted.
 - b. Shirts must be worn.
- 7. Abuse of any of the tennis court facilities or equipment may result in the person(s) involved losing tennis court privileges, i.e. the use of the courts for play or practice, for a period to be determined by the Board. Such abuse includes but is not limited to:
 - a. Leaning on or striking the net.
 - b. Damaging the net crank handles or net posts
 - c. Damaging the court surface
 - d. Damaging the surrounding fences
 - e. Damaging the tennis backboards
- 8. No food or beverages (except water) are permitted in the court area. No glass containers are allowed.
- 9. Remove all trash that you generate, i.e. cans, water bottles, empty ball cans, etc.

TREES

If the trees from your neighbor's yard hang into your yard, over your roof, or on your driveway, you have the right to cut the trees at the fence line, where the tree invades your property space. Please give your neighbor the courtesy of a call if you are going to exercise this right to cut limbs from a neighboring tree that overhangs into your yard.

UTILITIES (MAINTENANCE AND REPAIR)

Responsibility for maintenance and repair of utility lines are divided between the utility company and the homeowner. For private property the Oakwell Farms Homeowner's Association has no responsibility for maintenance or repair of utility equipment or lines.

Responsibilities are divided between the utility company and homeowner as follows:

Company	Utility Responsibility	Homeowner's Responsibility
San Antonio Water System (SAWS)	Underground street main lines up to the water meter and gate valve (in an underground box near the street on the homeowner's lot)	From the water meter to the house and lot
	Underground street main lines up to the property line	From the property line to the house and lot

City Public Service (CPS) Electricity	Underground street main lines up to the meter	From the meter to the house and lot
	Underground street main lines up to the meter	From the meter to the house and lot

Homeowners should contact the utility companies for assistance to ensure that any digging on the property does not break or disturb any of the utility lines running under the property. See "HELPFUL TELEPHONE NUMBERS" for telephone contact numbers for each of the utility companies.

VANDALISM

Acts of vandalism consist of, but are not limited to

1. Defacing community buildings
2. Damaging vehicles and damaging
3. Destroying community assets, such as landscaping, fences, walls, signs, roads, recreation facilities, Community Center Clubhouse, jogging paths, etc.

Homeowners are responsible for payment of repair costs resulting from vandalism by members of their household and their guests, tenants and tenant's guests.

Misuse or vandalism of any Association facilities may cause for suspension of privileges for up to thirty (30) days.

WALLS AND FENCING

Repair and replacement of all perimeter walls and fences is the responsibility of the Association. The Association is not obligated to replace deteriorating or damaged perimeter walls with materials like or similar to the original wall EXCEPT for walls along Oakwell Farms Parkway.

Fencing for owners is the responsibility of the owner and it must be approved through the ACC. Fencing may not exceed six feet (6') in height.

ENFORCEMENT

In addition to the remedies for enforcement provided elsewhere in these Regulations, in the Declaration or by law, the violation or attempted violation of the provisions of these Regulation, or any amendment hereto, or of the Declaration, any guidelines, rules, regulations, Bylaws, or Articles of Incorporation of the Association, by any Owner, Owner's family, guests, lessees or licensees shall authorize the Association to avail itself of any one or more of the following remedies:

1. The imposition by the Association of a reasonable fine;
2. The suspension by the Association of rights to use any Association property for a period not to exceed thirty (30) days per violation, plus attorney's fees incurred by the Association with respect to the exercise of such remedy;
3. The right of the Association to enter the Lot to cure or abate such violation through self-

- help and to charge the expense thereof, if any, to such Owner, plus attorney's fees incurred by the Association with respect to the exercise of such remedy; and/or
4. The right to seek injunctive or any other relief provided or allowed by law against such violation and to recover from such Owner all its expenses and costs in connection therewith, including, but not limited to attorney's fees and court costs.

These Rules and Guidelines are adopted by the Board of Directors on October, 2013 for publication and recording.

APPENDICES

042 -OAKWELL FARMS
HOMEOWNERS ASSOCIATION, INC.
1600 NE Loop 410, Suite 202
San Antonio, Texas 78209
(210) 829-7202 Office (210) 829-5207 Fax

COMMUNITY CENTER RENTAL FORM

Event Date:		Event Time:	_____ to _____
Member's Name:			
Telephone (daytime):		Telephone (evening):	
Address:	(78218)		
Type of Event:		Approx. # of Guests:	

Reservations:

1. Reservations must be made through the Association office during office hours.
(Monday through Friday 9 a.m.-5 p.m. Reservations must be made and confirmed two (2) weeks in advance of the event. The Community Center Clubhouse may not be used for any commercial purpose or activity.

Any member may not use the clubhouse for personal gain, profit or commercial use.

The clubhouse is for the use of Oakwell Farms homeowners and their guests only and may not be used for functions that are opened to the public.

No admission fee or charge of any kind may be levied to the guests of a private party or function.

The clubhouse may not be used for private or personal fund raising events for any club or organization.

No commercial events or activities are allowed. Events or activities are commercial in nature if those events provide a forum or venue for the sale, exchange, or promotion of any product or service at the clubhouse

Costs: Must be paid to Oakwell Farms no more than seven (7) days business days from the time the reservation is made.

- Usage fee of \$100: Non-refundable.
 - Events sponsored by the Association or group approved by the Association will not be required to pay the usage fee but will be responsible for the Damage and Cleaning deposits.
 - Charter members are exempt from the Usage Fee.
 - Damage Deposit of \$150: Refundable if there is no damage to any part of the community center. In the event damage occurs, necessary repairs or replacement will be made and paid for out of the Deposit. Any funds left from repairs or replacement will be returned to the Lessee. If repairs or replacement exceed the deposit, the Lessee will be billed for the additional cost.
 - Severe damage may result in the loss of future privileges to rent the community center.
 - Cleaning Deposit of \$125: Refundable if the Center is left clean and all garbage carried away and the furniture and any equipment used is returned to the original placement. If any cleaning has to be done following the event, the cost will be deducted from the deposit.
 - Failure to clean the community center may result in the loss of future privileges to rent the community center.
 - Charter members must pay the Cleaning Deposit of \$125.
2. Make separate checks payable to: OAKWELL FARMS HOA. Checks must be from the Association member.
 3. Only members of the Oakwell Farms Homeowners Association may rent the Community Center and must pick up the key and deliver it back to the guardhouse. Members may make reservations by telephone. If forms are mailed, call the Association to confirm receipt.
 4. Member must be present at all times during the event.
 5. Reservations may not be made more than 90 days in advance of the desired dates.

Rules for Use of the Community Center:

1. The community center must remain closed while not in scheduled use. Parties must end by MIDNIGHT and all persons must leave the building by 1 a.m.
2. The key will be available from the Gate Guard only after reservations have been made through the Association office. The key must be signed for by the resident signing the lease.
3. The key must be returned to the Gate Guard after the party.
4. The community center will be available for preparation 3 hours prior to the reservation

- time.
5. No one under 18 years of age will be allowed to use the community center unless accompanied by an adult Association member.
 6. No persons with wet feet or wet clothing are permitted in the community center. If the Community Center is leased in conjunction with a Pool Party, the resident host must ensure that no persons with wet clothes or wet feet will be allowed to sit on the furniture.
 7. Air conditioning, heat and all lights must be turned off after the event. Doors must be locked before leaving.
 8. No Smoking is allowed inside the building for both safety and comfort to others.
 9. No birdseed, rice, confetti, silly string, glitter or other substitutes are permitted in the Clubhouse or surrounding property.
 10. No nails, tacks or pins are permitted in decorating the Clubhouse.

Only the use of removable tape or sticky tack product is permitted.

The renter shall not remove or take down any clubhouse decorations, artwork, etc.

Balloons that have to be removed from the ceiling fans or ceiling lights will be removed by the Association's contractor at the renters expense (minimum of \$100.00).

All associated fees will be deducted from the security deposit.

Cleaning Instructions:

1. Cleaning of the community center must be completed either immediately after use of the facility or no later than 8 a.m. the following day.
2. All food, beverages and garbage must be removed from the community center. The Lessee must take the garbage home for disposal.
3. If the Lessee does not plan to clean up and would desire the cleaning cost to be deducted from the Cleaning Deposit, please inform the Association upon reserving the community center and *before signing this agreement*.

The Association will have to determine whether adequate time is allowed for the cleaning.

4. Any charges will be assessed according to the extent of cleaning and time required. The following are examples of possible deductions from the deposit (subject to change):

Trash pick-up and removal	\$45
Cleaning kitchen, sink, floors and stove	\$25
Vacuuming carpets and cleaning floors	\$30
Cleaning of restrooms	\$25
Total:	\$125

I have read and fully understand the rules for use of the community center and agree to all the rules, requirements and payment of fees as stipulated. I hold Oakwell Farms Homeowners Association, Inc. harmless for any and all injuries during this period.

Signature of Homeowner: _____ Date: _____

HOA Representative: _____ Date: _____

~THANK YOU~

HOA USE ONLY:

Usage Fee Received

Check #:

Damage Deposit Received

Check #:

Cleaning Deposit Received

Check #:

Deposits Returned:

**OAKWELL FARMS
HOMEOWNERS ASSOCIATION, INC.
1600 NE LOOP 410, SUITE 202
SAN ANTONIO, TEXAS 78209
(210) 829-7202 OFFICE • (210) 829-5207 FAX**

**201____
POOL LEASE FOR PARTIES**

The Oakwell Farms Homeowners Association, hereby called "LESSOR", grants to:

(Association Member's Name)

(Address - 78218)

(Telephone)

Hereinafter called "LESSEE", the non-assignable right to use that portion of the Oakwell Farms facility as follows:_____

Said right of use and occupancy to be solely for the following purpose:

Type of Event:_____ Number of Guests: _____

LESSEE shall be entitled to use these described leased premises for the use stated on the _____ day of _____, 201____, from _____ to _____.

All parties must end by 10 p.m.

Pool Parties do not have exclusive use of the pool facilities.

Unsupervised swimming by non-party members is still allowed.

1. Residents who wish to schedule a Pool Party must contact the Association's Management Office at 1600 N.E. San Antonio, TX 78218, Suite #202, Tel: 210-829-7202 or online at www.oakwellfarmshoa.com not fewer than two (2) weeks prior to the scheduled event to sign the required lease.
2. Maximum number of participants (swimmers and non-swimmers, Resident(s), members of Resident household, and guests) – eighty (80) persons
3. Costs for a Pool Party
 - a. All fees must be received at the Association's Management Office no later than seven (7) business days prior to the scheduled event.
 - b. Usage fee: \$50. This fee is non-refundable.
 - c. Clean-up Deposit: \$200.
 - 1) This fee is refundable if the pool is left in a clean and organized condition.
 - All trash and garbage must be removed from the site after the party.
 - Trash and garbage is NOT to be disposed of in the pool trash containers.
 - d. Failure to clean the pool and pool area or to leave the area and equipment in the same condition in which you found it will result in loss of some or all of the cleaning fee AND possible loss of privileges to use the pool to host future Pool Party events.
 - e. If there is any damage to the pool, fenced pool area, or equipment, the Resident(s) hosts will be billed for the cost of repair or replacement.

- f. Lifeguards
 - 1) There must be a minimum of two (2) lifeguards on duty with a (ratio of 1 lifeguard per 20 participants including swimmers and non-swimmers.
 - 2) The Resident will pay the additional cost for salaries and associated taxes for the lifeguards.
 - 3) The amount will be established at the current salary level for lifeguards.
- g. Security Guard: In the event that alcoholic beverages are going to be consumed on Oakwell Farms property during the course of the Pool Party, a security guard will be present and the following guidelines must be observed:
 - 1) The Resident will notify the Association Management Office at the time the lease is signed.
 - 2) The Resident will pay the additional cost for the security guard (salary and associated taxes).
 - 3) Diving boards will not be available if alcohol is to be served during the Pool Party.
4. Participants in a scheduled pool party are expected to observe and enforce all posted and printed rules. Lifeguard and, when applicable, security guard directives must be followed at all times.
5. Residents hosting a Party Pool are responsible for taking care of the pool and all surrounding areas.
6. If a scheduled Pool Party is to begin during unsupervised swim hours, a Lifeguard will open the fenced pool area for the Pool Party.
 - a. The Lifeguard will obtain a key from the Front Gate Guard to open the swimming pool area.
 - b. No one is to be in the pool until the Lifeguard announces that the pool is open for swimming.
 - c. At the conclusion of the party, the Lifeguard will require that all persons vacate the fenced pool area. The lifeguard will return the key to the Front Gate Guard.
7. Scheduled Pool Parties are not exclusive. Non-party residents and guests may use the pool during all unsupervised swim hours.
8. The Resident Host must be present at the swimming pool area for the duration of Pool Party.
9. The Pool Party must end no later than 10 p.m. Everyone must exit the fenced pool area by 10:30 p.m.
10. Oakwell Farms Residents may check the calendar posted on the Oakwell Farms Homeowners Association website (www.oakwellfarmshoa.com) to view scheduled Pool Party events.

Executed this _____ day of _____, 201_____.

By:

LESSOR
Oakwell Farms Homeowners Association

LESSEE
Association Member

Phone (daytime): _____

Phone (evening): _____

HOA Use Only:

Length of party hour(s)

Number of lifeguards required..... x \$20 per hour per lifeguard

Amount to enclose for lifeguards \$ _____

Security guard required..... ☐ No ☐ Yes x \$30 per hour per guard
(Alcohol will be served at the party.)

Amount to enclose for security guard..... \$ _____

OAKWELL FARMS
HOMEOWNERS ASSOCIATION, INC.
1600 NE LOOP 410, SUITE 202
SAN ANTONIO, TEXAS 78209
(210) 829-7202 OFFICE • (210) 829-5207 FAX

201____
POOL LEASE LARGE GUEST GROUP

The Oakwell Farms Homeowners Association, hereby called "LESSOR", grants to:

(Association Member's Name)

(Address - 78218)

(Telephone)

Hereinafter called "LESSEE", the non-assignable right to use that portion of the Oakwell Farms facility as follows:_____

Said right of use and occupancy to be solely for the following purpose:

Type of Event:_____ Number of Guests: _____

LESSEE shall be entitled to use these described leased premises for the use stated on the _____ day of _____, 201____, from _____ to _____.

* In order to reserve the designated date for your event, payment must be received in our office no later than **seven (7) business days** from the date the reservation is made.

LARGE GUEST GROUP

1. Residents who wish to schedule a Large Guest Group event must contact the Association's Management Office at 1600 N.E. Loop 410, Suite #202, San Antonio, TX 78218, Tel: 210-829-7202 or online at www.oakwellfarmshoa.com not fewer than two (2) weeks prior to the scheduled event to sign the required lease.
2. Number of participants for a Large Guest Group: 7-14 participants (guest swimmers and non-swimmers). For groups larger than 15 guests, a Pool Party will have to be scheduled. (See section Pool Party in Pool Rules and Guidelines.
3. Costs for a Large Guest Group event:
 - a. All fees must be received at the Association's Management Office no later than seven (7) business days prior to the scheduled event.
 - b. Clean-up Deposit: \$50.
 - 1) This fee is refundable if the pool is left in a clean and organized condition.
 1. All trash and garbage must be removed from the site upon departure of the large group.
 2. Trash and garbage is NOT to be disposed of in the pool trash containers.
 - 2) Failure to clean the pool and pool area or to leave the area and equipment in the same condition in which you found it will result in loss of some or all of the cleaning fee AND possible loss of privileges of use the pool to host future Large Guest Group events.

- c. Lifeguards
 - 1) There must be a minimum of two (2) lifeguards on duty at a ratio of 1 lifeguard per 20 participants including swimmers and non-swimmers.
 - 2) Depending upon the number of swimmers in the pool and the number of participants in a Large Guest Group, the Resident(s) may have to pay for an additional lifeguard as determined by the Association Management Office. The Resident will pay the additional cost for salaries and associated taxes for the lifeguards. The amount will be established at the current salary level for lifeguards.
- d. Security Guard: In the event that alcoholic beverages are going to be consumed on Oakwell Farms property during the course of a Large Guest Group event, a security guard will be present and the following guidelines must be observed:
 - 1) The Resident will notify the Association Management Office at the time the lease is signed.
 - 2) The Resident will pay the additional cost for the security guard (salary and associated taxes).
 - 3) Diving boards will not be available if alcohol is to be served during the Large Guest Group event.
4. Members of a Large Guest Group event are expected to observe and enforce all posted and printed rules. Lifeguard directives must be followed at all times.
5. Residents hosting a Large Guest Group event are responsible for taking care of the pool and all surrounding areas.
6. Large Guest Group events are not exclusive. Non-event swimmers may use the pool during all unsupervised swim hours.
7. The Resident Host must be present at the swimming pool area for the duration of Large Guest Group event.
8. Oakwell Farms Residents may check the calendar posted on the Oakwell Farms Homeowners Association website (www.oakwellfarmshoa.com) to view scheduled Large Guest Group event.

Executed this _____ day of _____, 201_____.

By:

LESSOR
Oakwell Farms Homeowners Association

LESSEE
Association Member

Phone (daytime): _____

Phone (evening): _____

HOA Use Only:

Length of party hour(s)

Number of lifeguards required..... x \$20 per hour per lifeguard

Amount to enclose for lifeguards \$ _____

Security guard required ☐ No ☐ Yes x \$30 per hour per guard
(Alcohol will be served at the party.)

Amount to enclose for security guard..... \$ _____

OAKWELL FARMS HOMEOWNERS ASSOCIATION

WAIVER OF LIABILITY

This agreement is made between Oakwell Farms Homeowners Association, (referred to as the "Association") and _____ and _____ to be referred to as the "**Resident(s)**"), who is/are the owner(s) of record of the following real property located in Oakwell Farms:
(Address: _____ San Antonio, Texas 78218.

Resident(s), for and in consideration of the permission of the Association to use Association's property, namely the Oakwell Farms Homeowners Association facilities, for the purposes of swimming and general recreation, hereby agrees to hold Association harmless for any acts and/or omissions of any person with regard to the Association's property arising from or relating to the use of said recreation center for swimming and general recreation or for any other purpose. **Resident**, on behalf of themselves and all minor children, acknowledges the adequacy of consideration for this Release.

Resident(s) acknowledges by signing this agreement that **LIFEGUARDS** are employed for safety purposes only. Lifeguards are **NOT** employed to supervise and lifeguards are NOT employed to maintain the pool area. **Resident(s)** use(s) the above described pool and its surrounding common areas at his or her own risk.

"RESIDENT(S)" IS DEFINED AS OWNER(S) OF RECORD. "IMMEDIATE FAMILY" IS DEFINED AS INDIVIDUALS LIVING AT THE STATED ADDRESS IN OAKWELL FARMS. "GUEST" REFERS TO ANYONE ACCOMPANYING THE RESIDENT BUT NOT RESIDING IN THE RESIDENT HOUSEHOLD.

Resident(s), immediate family members, and sponsored guests agree to abide by the following swimming pool and area rules and any others which may be established in the future:

1. Only **TWO NON-DUPLICATABLE ANNUAL POOL KEYS** will be issued per family, per year. **There is a yearly usage fee for each key** which is due upon receipt of a key. Keys are issued only to **Residents** whose accounts are current and who provide a valid driver's license with an Oakwell Farms address on the license. All fees are non-refundable.
2. During unsupervised swimming only authorized **Residents** may use the annual pool key to open the gate of the swimming pool. A **Resident**, 18 years of age or over, must be present at all times. Violations of this rule will result in the annual pool key being forfeited.
3. The locks are rekeyed at the end of each season. A fee is charged for a new key for the new year. All fees are non-refundable.
4. During the full and limited summer swim seasons, unsupervised pool hours are 6:00 am to 12:00 pm Noon and again from 8:00 pm to 10:00 pm. Outside the full and limited summer swim seasons, the unsupervised pool hours are from 6:00 am to 10:00 pm.
5. The gate will remain locked at all times during unsupervised swim hours.
6. The Board of Directors shall reserve the right to suspend, terminate, and/or revoke, without notice, any and all pool privileges related to non-supervised swimming if there is a violation of the rules.
7. This agreement constitutes a waiver by **Resident(s)**, immediate family members, and guests of any claim(s) he/she may have against the Association for acts and/or omissions of any person with regard to the Association's property for the purpose of use of said fenced pool area, including the swimming pool, which may result in an injury to **Resident(s)**, immediate family members including all minor children, and any sponsored guest..

Resident's Signature

Printed Name

Date

Resident's Signature

Printed Name

Date

Representative of Oakwell Farms
Homeowners Association

Key # Issued: _____

Valid Driver's License presented ☐

Payment received: ☐ Cash

☐ Check # _____

Bill Account # _____