

BYLAWS OF
ASSOCIATION OF CHAUCER ESTATES

2438-0000-5
24687JMM

BYLAWS OF
ASSOCIATION OF CHAUCER ESTATES
A TEXAS NON-PROFIT CORPORATION

PREAMBLE

These Bylaws are subject to, and governed by, the Texas Non-Profit Corporation Act, the Articles of Incorporation (the "Articles of Incorporation") of the Association of Chaucer Estates (the "Association"), and the Declaration of Covenants Conditions and Restrictions (the "Declaration") of the Association. In the event of a direct conflict between the provisions of these Bylaws and the mandatory provisions of the Texas Non-Profit Corporation Act, the provisions of the Articles of Incorporation, or the Declaration, such provisions of the Texas Non-Profit Corporation Act, the Articles of Incorporation, or the Declaration, as the case may be, will be controlling.

ARTICLE I

NAME, SEAL, OFFICES AND PURPOSES

- 1.01 Name. The name of the Association is Association of Chaucer Estates.
- 1.02 Seal. The seal, if any, of the Association shall be approved from time to time by the Board of Directors. If the Board of Directors approves the seal, the affixation of the seal shall not be required to create a valid and binding obligation against the Association.
- 1.03 Registered Office and Agent. The registered office and registered agent of the Association shall be designated from time to time by the appropriate filing by the Association in the office of the Secretary of State of the State of Texas.
- 1.04 Other Offices. The Association may also have offices at such other places, both within and without the State of Texas, as the Board of Directors may from time to time determine or the business of the Association may require.

ARTICLE II

DEFINITIONS

2.01 Association. "Association" shall mean and refer to Association of Chaucer Estates, its successors and assigns.

2.02 Common Area. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

2.03 Declarant. "Declarant" shall mean and refer to Alpine Development Company, its successors and assigns, if any.

2.04 Declaration. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the Subdivision and recorded on Trk 11, 1997, in the office of the county clerk of Denton County, Texas, in Book 3473 page 178.

2.05 Lot. "Lot" shall mean and refer to any plot or tract of land shown on any recorded Subdivision map(s) or plat(s) of the Subdivision which plot or tract is designated as a Lot therein and which is, or will be, improved with a residential dwelling.

2.06 Member. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

2.07 Owner. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those holding title merely as security for the performance of an obligation.

2.08 Subdivision. "Subdivision" shall mean and refer to that certain tract of real property described in the Declaration, and such additions thereto as may be brought within the jurisdiction of the Association pursuant to the provisions of the Declaration.

ARTICLE III

MEETINGS OF MEMBERS

3.01 Annual Meetings. The first annual meeting of Members shall be held within one year from the date of incorporation of the Association or not later than 30 days after _____ percent (75%) of the Lots have been sold to Class A Members, whichever first occurs. Subsequent annual meetings of Members shall be held on the same day of the same month of each year thereafter at the hour of 7:00 o'clock 7.m. If the date for the annual meeting

of Members is a legal holiday, the meeting will be held at the same hour on the next following day which is not a legal holiday.

3.02 Special Meetings. Except as specifically provided in the Declaration, special meetings of Members may be called at any time by the president or by the board of directors, or on written request of Members who are entitled to vote one-fourth of all votes of the Class A membership.

3.03 Notice of Meetings. Except as specifically provided in the Declaration, written notice of each meeting of Members shall be given by, or at the direction of, the secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 10 but not more than 50 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of receiving such notice. Such notice shall specify the day, hour, and place of the meeting, and in the case of a special meeting, the purpose of the meeting.

3.04 Quorum. The presence at the meeting, in person or by proxy, of Members entitled to cast one-tenth of the votes of each class of the membership shall constitute a quorum for authorization of any action, except as may otherwise be provided in the Declaration, the Articles of Incorporation, or these Bylaws. The vote of the majority of the votes entitled to be cast by the Members present, or represented by proxy at a meeting of which a quorum is present, shall be the act of the Members meeting, unless the vote of a greater number is required by law, the Articles of Incorporation, the Declaration or the Bylaws. If a quorum is not present at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum is present.

3.05 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Proxies shall be revocable, and the proxy of any Owner shall automatically terminate on conveyance by him of his Lot.

3.06 Location. The meetings of the Members may be held at such places within the State of Texas as may be designated by the board of directors.

ARTICLE IV

BOARD OF DIRECTORS - TERM OF OFFICE; FIRST ELECTION; REMOVAL

4.01 Number. The initial board of directors shall consist of three directors. After the first annual meeting of the Members, the affairs of the Association shall be managed by a board of nine directors, who need not be Members of the Association.

4.02 Term of Office. At the first annual meeting, the Members shall elect three directors for a term of one year, three directors for a term of two years, and three directors for a term of three years; at each annual meeting thereafter, the Members shall elect three directors for a term of three years.

4.03 Removal. Any director may be removed from the board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining Members of the board and shall serve for the unexpired term of his predecessor.

4.04 Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V

BOARD OF DIRECTORS - NOMINATION AND ELECTION

5.01 Nomination. Nomination for election to the board of directors shall be by nominating committee. However, nominations may also be made from the floor at any annual meeting of Members. The nominating committee shall consist of a chairman who shall be a Member of the board of directors, and two or more Members of the Association. The committee shall be appointed by the board of directors prior to each annual meeting to serve from the close of such meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the board of directors as it shall in its discretion determine, but in no event shall it nominate less than the number of vacancies to be filled.

5.02 Election. Election to the board of directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Persons receiving the largest number of votes shall be elected. Cumulative voting is permitted, provided that any Member who intends to cumulate his votes must give written notice of such intention to the secretary of the Association on or before the day preceding the election at which such Member intends to cumulate his votes.

ARTICLE VI

BOARD OF DIRECTORS - MEETINGS

6.01 Regular Meetings. Regular meetings of the board of directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the board. In the event the regular date for a meeting falls on a legal holiday, such meetings shall be held at the same time on the next following day which is not a legal holiday.

6.02 Special Meetings. Special meetings of the board of directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days' notice to each director.

6.03 Quorum. A majority of the directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of directors present at a duly held meeting in which a quorum is present shall constitute the act or decision of the board.

6.04 Location. Meetings of the directors may be held at such places within the State of Texas as may be designated by the board of directors.

ARTICLE VII

BOARD OF DIRECTORS - POWERS AND DUTIES

7.01 Powers. The board of directors shall have power to:

A. Adopt and publish rules and regulations governing the use of the Common Areas and facilities including the personal conduct of the Members and their guests thereon; and to establish penalties for infractions of such rules and regulations;

B. Suspend the voting rights and right to use of the recreational facilities of any Member during any period in which such Member is in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days for infraction of published rules and regulations;

C. Exercise on behalf of the Association all powers, duties, and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration, Articles of Incorporation, or by other provisions of these Bylaws;

D. Declare the office of a member of the board of directors to be vacant in the event that such Member is absent from three consecutive regular meetings of the board of directors; and

E. Employ a manager, independent contractors, and such other employees as they may deem necessary, and to prescribe their duties.

7.02 Duties. It shall be the duty of the board of directors to:

A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at each annual meeting, or at any special meeting at which such a statement is requested in writing by one-fourth of the Class A Members entitled to vote thereat;

B. Supervise all officers, agents, and employees of the Association and see to it that their duties are properly performed;

C. As more fully provided in the Declaration, to:

1. Fix the amount of the annual assessment against each Lot at least sixty (60) or thirty (30) days in advance of each annual assessment period as required by the Declaration;

2. Send written notice of each assessment to every Owner subject thereto in advance of each annual assessment period; and

3. Foreclose the lien against any property for which assessments are not paid or bring an action at law against the Owner personally obligated to pay the same.

D. Issue, or cause an appropriate officer to issue, on demand by any person, a certificate setting forth whether or not any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The board may impose a reasonable charge for the issuance of these certificates.

E. Procure and maintain adequate liability and hazard insurance on all property owned by the Association;

F. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

G. Cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

8.01 Enumeration of Offices. The officers of the Association shall be a president and vice president, who shall at all times be Members of the board of directors, and a secretary, treasurer, and such other officers as the board may from time to time by resolution create.

8.02 Election of Officers. The election of officers shall take place at the first meeting of the board of directors following each annual meeting of Members.

8.03 Term. The officers of the Association shall be elected annually by the board. Each shall hold office for a term of one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

8.04 Special Appointments. The board may elect such other officers as the affairs in the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the board may, from time to time, determine.

8.05 Resignation and Removal. Any officer may be removed from office by the board at any time with or without cause. Any officer may resign at any time by giving written notice to the board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8.06 Vacancies. A vacancy in any office may be filled by appointment of the board. The officer appointed to such vacancy shall serve for the unexpired term of the officer he replaces.

8.07 Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 8.04 of this Article.

8.08 Duties. The duties of the officers are as follows:

A. President. The president shall preside at all meetings of the board of directors; shall see that orders and resolutions of the board are carried out; shall sign all leases, mortgages, deeds, and other instruments, and shall consign all checks and promissory notes.

B. Vice President. The vice president shall act in the place of the president in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the board.

C. Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the board and of the Members; serve notice of meetings of the board and of Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as may be required by the board of by law.

D. Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all funds of the Association, and shall disburse such funds as directed by resolution of the board of directors; shall sign all checks and promissory notes of the Association; shall keep proper books of account; shall cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures, a copy of which documents shall be delivered to each Member, and a report on which shall be given at the regular annual meeting of Members.

ARTICLE IX

COMMITTEES

The Association shall appoint an architectural committee, as provided in the Declaration, and a nominating committee as provided in Article V of these Bylaws. In addition, the board of directors may appoint such other committees as it may deem appropriate in the performance of its duties.

ARTICLE X

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien on the property against which such assessments are made. Any assessments which are not paid when due are considered delinquent. If an assessment is not paid within fifteen (15) days after the due date, the assessment bears interest from the date of delinquency pursuant to the terms as provided in the Declaration, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against his property. Interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of any assessment due. No Owner may waive or otherwise escape liability for assessments by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XI

BOOKS AND RECORDS: INSPECTION

The books, records, papers of the Association shall be subject to inspection by any Member during ordinary business hours. The Declaration, Articles of Incorporation, and Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies shall be made available for sale at a reasonable price.

ARTICLE XII

FISCAL YEAR

The fiscal year of the Association shall be the calendar year, except that the first fiscal period shall begin on the date of incorporation and shall end on December 31st of the year of incorporation.

ARTICLE XIII


AMENDMENTS

These Bylaws may be amended, at a regular or special meeting of Members, by vote of a majority of a quorum of Members present in person or by proxy except that the Department of Housing and Urban Development or the Veterans Administration shall have the right to veto amendments while a Class B or Class C membership exists.

The undersigned, as the President and Secretary of the Association, hereby certify that the foregoing were duly adopted by action of the board of directors of the Association on Feb 26, 1993.



President



Secretary

24687JMM

BYLAWS

STATE OF TEXAS)
)
COUNTY OF DALLAS)
 |

FIRST AMENDMENT TO THE BY-LAWS
OF THE ASSOCIATION OF CHAUCER ESTATES

THE BY-LAWS of the Association of Chaucer Estates, as originally executed on February 26, 1993 are hereby amended to read as follows:

ARTICLE IV, Section 4.01 Number Delete ...of three directors. [After the first annual...who need not be Members of the Association.] Add ...of three directors. [The three directors shall serve a term which will coincide with the time in the future when the Class A members of the Association have the controlling vote; not to exceed three (3) years from the date of this Amendment. At the time when the Class A members have sufficient votes to control the Association, the number of Directors will be increased to a number to be determined at the first annual meeting where the Class A members have the controlling vote.]

ARTICLE VI, Section 6.01 Regular Meetings Delete ...of the board of directors shall be held [monthly]... Add...of the board of directors shall be held [annually]...

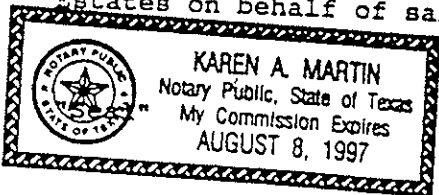
IN WITNESS WHEREOF, the Association of Chaucer Estates has caused this instrument to be executed this 8th day of February, 1994.

ASSOCIATION OF CHAUCER ESTATES

By: Clifton W. Baker
Its: President

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me on the 8th day of February, 1994, by Clifton W. Baker, President of the Association of Chaucer Estates on behalf of said corporation, in the capacity therein stated.



Karen A. Martin
Notary Public in and for
the State of Texas

APPROVED:

[Signature]
Department of Housing & Urban Development

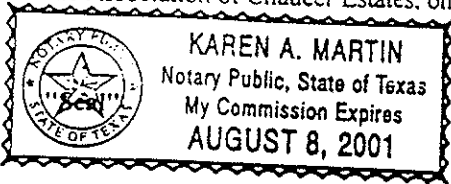
IN WITNESS WHEREOF, the Association of Chaucer Estates has caused this instrument to be executed this 31st day of December, 1998.

ASSOCIATION OF CHAUCER ESTATES

By: Clifton W. Baker
Clifton W. Baker, President

STATE OF TEXAS }
COUNTY OF DALLAS }

This instrument was acknowledged before me on the 31st day of December, 1998, by Clifton W. Baker, President of the Association of Chaucer Estates, on behalf of said corporation, in the capacity therein stated.



Karen A. Martin
Notary Public in and for
the State of Texas

APPROVED:

James Keith Anthony
Department of Housing & Urban Development

**** Electronically Filed Document ****

Denton County
Cynthia Mitchell
County Clerk

Document Number: 2012-6839
Recorded As : ERX-MEMORANDUM

Recorded On: January 24, 2012
Recorded At: 08:56:35 am
Number of Pages: 12

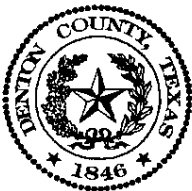
Recording Fee: \$60.00

Parties:
Direct- ASSOCIATION OF CHAUCER ESTATE
Indirect-

Receipt Number: 866171
Processed By: Patsy Sallee

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.



THE STATE OF TEXAS)
COUNTY OF DENTON)

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

C Mitchell

County Clerk
Denton County, Texas

AFTER RECORDING, PLEASE RETURN TO:

**Judd A. Austin, Jr.
Henry Oddo Austin & Fletcher, P.C.
1700 Pacific Avenue
Suite 2700
Dallas, Texas 75201**

**SECOND SUPPLEMENTAL CERTIFICATE AND MEMORANDUM
OF RECORDING OF DEDICATORY INSTRUMENTS FOR THE
ASSOCIATION OF CHAUCER ESTATES**

STATE OF TEXAS §
 §
COUNTY OF DENTON §

The undersigned, as attorney for Association of Chaucer Estates, for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instruments affecting the owners of property described on Exhibits B and B-1 attached hereto, hereby states that the dedicatory instruments attached hereto are true and correct copies of the following:

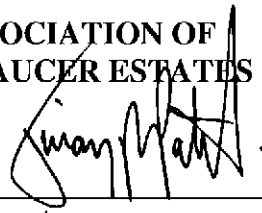
1. ***Design Guidelines for the Display of Certain Religious Items*** (Exhibit A-1);
2. ***Design Guidelines for the Installation of Rain Barrels or Rain Water Harvesting Systems*** (Exhibit A-2);
3. ***Design Guidelines for the Installation of Certain Roofing Materials*** (Exhibit A-3);
4. ***Design Guidelines for the Installation of Solar Panels*** (Exhibit A-4);
and

5. ***Design Guidelines for the Installation of Flagpoles and the Display of Flags***(Exhibit A-5).

All persons or entities holding an interest in and to any portion of property described on Exhibits B and B-1 attached hereto are subject to the foregoing dedicatory instruments.

IN WITNESS WHEREOF, Association of Chaucer Estates has caused this Second Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments to be filed with the Denton County Clerk, and supplements that Certificate and Memorandum of Recording of Association Documents filed on January 3, 2000, and recorded under Instrument No. 00-R0000441 in the Official Public Records of Denton County, Texas, and that certain First Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments filed on January 13, 2012, and recorded under Instrument No. 2012-3879 in the Official Public Records of Denton County, Texas.

**ASSOCIATION OF
CHAUCER ESTATES**

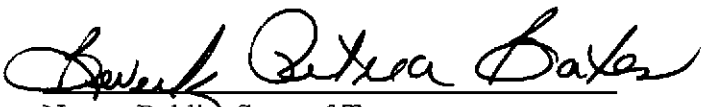


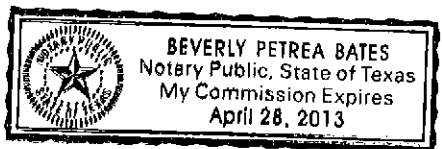
By: _____
Its: Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Vinay B. Patel, attorney for the Association of Chaucer Estates, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 23rd day of January, 2012.


Notary Public, State of Texas



ASSOCIATION OF CHAUCER ESTATES

**DESIGN GUIDELINES FOR THE
DISPLAY OF CERTAIN RELIGIOUS ITEMS**

(As provided in Chapter 202 of the Texas Property Code)

- (1) An owner may display or affix on the entry to the owner's or resident's dwelling one or more religious items the display of which is motivated by the owner's or resident's sincere religious belief.
- (2) If displaying or affixing of a religious item on the entry to the owner's or resident's dwelling violates any of the following covenants, the Association of Chaucer Estates may remove the item displayed –
 - (a) threatens the public health or safety;
 - (b) violates a law;
 - (c) contains language, graphics, or any display that is patently offensive to a passerby;
 - (d) is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner's or resident's dwelling; or
 - (e) individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size of greater than 25 square inches.
- (3) No owner or resident is authorized to use a material or color for an entry door or door frame of the owner's or resident's dwelling or make an alteration to the entry door or door frame that is not authorized by the restrictive covenants or otherwise expressly approved by the Association of Chaucer Estates.

These Design Guidelines are promulgated pursuant to and in accordance with Section 202.018 of the Texas Property Code addressing the Regulation of Display of Certain Religious Items.

ASSOCIATION OF CHAUCER ESTATES

By: David M. Doherty 1-17-2012
Member of the ACC

By: [Signature]
Member of the ACC

ASSOCIATION OF CHAUCER ESTATES

**DESIGN GUIDELINES FOR THE
INSTALLATION OF RAIN BARRELS OR RAIN WATER HARVESTING
SYSTEMS**

(As provided in Section 202.007 of the Texas Property Code)

1. Rain barrels or rain water harvesting systems and related system components (collectively, "Rain Barrels") may only be installed after receiving the written approval of the Declarant or the Architectural Control Committee.
2. Rain Barrels may not be installed upon or within common area of the Association of Chaucer Estates.
3. Under no circumstances shall Rain Barrels be installed or located in or on any area within a Lot that is in-between the front of the property owner's home and an adjoining or adjacent street.
4. The Rain Barrel must be of color that is consistent with the color scheme of the property owner's home and may not contain or display any language or other content that is not typically displayed on such Rain Barrels as manufactured.
5. Rain Barrels may be located in the side-yard or back-yard of an owner's property so long as these may not be seen from a street, another Lot or any common area of the Association of Chaucer Estates.
6. In the event the installation of Rain Barrels in the side-yard or back-yard of an owner's property in compliance with paragraph 5 above is impossible, the Declarant or Architectural Control Committee may impose limitations or further requirements regarding the size, number and screening of Rain Barrels with the objective of screening the Rain Barrels from public view to the greatest extent possible.
7. Rain Barrels must be properly maintained at all times or removed by the owner.
8. Rain Barrels must be enclosed or covered.
9. Rain Barrels which are not properly maintained, become unsightly or could serve as a breeding pool for mosquitoes must be removed by the owner from the Lot.

These Design Guidelines are promulgated pursuant to and in accordance with Section 202.007 of the Texas Property Code.

ASSOCIATION OF CHAUCER ESTATES

By: *Daniel M. Daly* 1-17-2012
Member of the ACC

By: *[Signature]*
Member of the ACC

ASSOCIATION OF CHAUCER ESTATES

**DESIGN GUIDELINES FOR THE
INSTALLATION OF CERTAIN ROOFING MATERIALS**

(As provided in Chapter 202 of the Texas Property Code)

1. Roofing shingles covered by these Design Guidelines are exclusively those designed primarily to: (i) be wind and hail resistant; (ii) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (iii) provide solar generation capabilities (collectively, "Roofing Shingles").
2. Roofing Shingles allowed under these Design Guidelines shall:
 - a. resemble the shingles used or otherwise authorized for use in the Association of Chaucer Estates;
 - b. be more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use in the Association of Chaucer Estates; and
 - c. match the aesthetics of the property surrounding the property of the owner requesting permission to install the Roofing Shingles.
3. The owner requesting permission to install the Roofing Shingles will be solely responsible for accrediting, certifying and demonstrating to the Declarant or the Architectural Control Committee that the proposed installation is in full compliance with paragraphs 1 and 2 above.
4. Roofing Shingles shall only be installed after receiving the written approval of the Declarant or the Architectural Control Committee.

These Design Guidelines are promulgated pursuant to and in accordance with Section 202.011 of the Texas Property Code addressing the Regulation of Certain Roofing Materials.

ASSOCIATION OF CHAUCER ESTATES

By: David M. Delf 1-17-2012
Member of the ACC

By: M. P. [Signature]
Member of the ACC

ASSOCIATION OF CHAUCER ESTATES

**DESIGN GUIDELINES FOR THE
INSTALLATION OF SOLAR PANELS**

(As provided in Chapter 202 of the Texas Property Code)


1. Solar energy devices, including any related equipment or system components (collectively, "Solar Panels") may only be installed after receiving the written approval of the Declarant or the Architectural Control Committee.
2. Solar Panels may not be installed upon or within common area or any area which is maintained by the Association of Chaucer Estates.
3. Solar Panels may only be installed on designated locations on the roof of a home, on any structure allowed under any Association of Chaucer Estates' dedicatory instrument, or within any fenced rear-yard or fence-in patio of the owner's property.
4. If located on the roof of a home, Solar Panels shall be located on the roof facing the rear or back of the home so as to not be visible from the street unless the owner demonstrates that the location proposed by the owner increases the estimated annual energy production of the Solar Panels, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the Solar Panels if located in an area on the roof requested by the Association of Chaucer Estates.
5. If located on the roof of a home, Solar Panels shall:
 - a. not extend higher than or beyond the roofline;
 - b. conform to the slope of the roof;
 - c. have a top edge that is parallel to the roofline; and
 - d. have a frame, support bracket, or visible piping or wiring that is in a silver, bronze, or black tone commonly available in the marketplace and blends with the color of the roof to the greatest extent possible.
6. If located in the fenced rear-yard or patio, Solar Panels shall not be taller than the fence line.
7. The Architectural Control Committee, may deny a request for the installation of Solar Panels if it determines, and such determination is reduced to writing, that the placement of the Solar Panels as proposed by the property owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The property owner may obtain the written approval of the proposed placement of the Solar Panels by all property owners of adjoining property. In this case, the Architectural Control Committee shall approve the installation should it meet all other requirements contained herein unless it

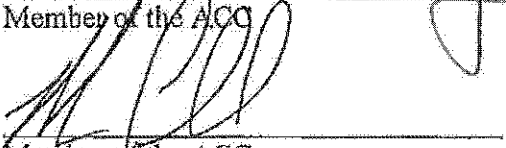
determines that the placement substantially interferes with the use and enjoyment of land of persons other than adjoining landowners,

- 8. Any installation of Solar Panels which voids material warranties is not permitted and will be cause for the Solar Panels to be removed by the owner.
- 9. Solar Panels must be properly maintained at all times or removed by the owner.
- 10. Solar Panels which become non-functioning or inoperable must be removed by the owner of the property.
- 11. Solar Panels are prohibited if a Court determines that the installation thereof violates any law or threatens the public health or safety.

These Design Guidelines are promulgated pursuant to and in accordance with Chapter 202 of the Texas Property Code addressing the Regulation of Solar Energy Devices.

ASSOCIATION OF CHAUCER ESTATES

By:  1-23-2012
Member of the ACC

By: 
Member of the ACC

ASSOCIATION OF CHAUCER ESTATES

**DESIGN GUIDELINES FOR THE INSTALLATION OF FLAGPOLES
AND THE DISPLAY OF FLAGS**

(As provided in Chapter 202 of the Texas Property Code)

1. The only flags which may be displayed are: (i) the flag of the United States of America; (ii) the flag of the State of Texas; and (iii) an official or replica flag of any branch of the United States armed forces. No other types of flags, pennants, banners, kits or similar types of displays are permitted on a Lot if the display is visible from a street or Common Area.
2. The flag of the United States must be displayed in accordance with 4 U.S.C. Sections 5-10.
3. The flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code.
4. Any freestanding flagpole, or flagpole attached to a dwelling, shall be constructed of permanent, long-lasting materials. The materials used for the flag pole shall be harmonious with the dwelling and shall have a white or slate colored, non-glare finish and shall be appropriate to the materials used in the construction of the flagpole.
5. The display of a flag, or the location and construction of the supporting flagpole, shall comply with applicable zoning ordinances, easements, and setbacks of record.
6. A displayed flag, and the flagpole on which it is flown, shall be maintained in good condition at all times. Any flag that is deteriorated must be replaced or removed. Any flagpole that is structurally unsafe or deteriorated shall be repaired, replaced, or removed.
7. Only one flagpole will be allowed per Lot. A flagpole can either be securely attached to the face of the dwelling (no other structure) or be a freestanding flagpole. A flagpole attached to the dwelling may not exceed 6 feet in length. A freestanding flagpole may not exceed 20 feet in height. Any freestanding flagpole must be located within 10 feet of the center of the front of the house.
8. Any flag flown or displayed on a freestanding flagpole may be no smaller than 3'x5' and no larger than 4'x6'.
9. Any flag flown or displayed on a flagpole attached to the dwelling may be no larger than 3'x5'.
10. Any freestanding flagpole must be equipped to minimize halyard noise. The preferred method is through the use of an internal halyard system. Alternatively, swivel snap hooks must be covered or "Quiet Halyard" Flag snaps installed. Neighbor complaints of noisy halyards are a basis to have flag removed until Owner resolves the noise complaint.

11. The illumination of a flag is allowed so long as it does not create a disturbance to other residents in the community. Solar powered, pole mounted light fixtures are preferred as opposed to ground mounted light fixtures. Compliance with all municipal requirements for electrical ground mounted installations must be certified by Owner. Flag illumination may not shine into another dwelling. Neighbor complaints regarding flag illumination are a basis to prohibit further illumination until Owner resolves complaint.
12. Flagpoles shall not be installed in Common Area or property maintained by Association of Chaucer Estates.
13. All flagpole installations must receive prior written approval from the Declarant or the Architectural Control Committee.

These Design Guidelines are promulgated pursuant to and in accordance with Chapter 202 of the Texas Property Code addressing Flag Displays.

ASSOCIATION OF CHAUCER ESTATES

By: David M. Day 1-23-2012
Member of the ACC

By: [Signature]
Member of the ACC

EXHIBIT B

Those tracts and parcels of real property located in the Town of Flower Mound, Denton County, Texas and more particularly described as follows:

- All real property subject to the Declaration of Covenants, Conditions and Restrictions for Chaucer Estates, in the Town of Flower Mound, Denton County, Texas, recorded in Volume 3423, Page 0178, et seq. of the Official Public Records of Denton County, Texas.

Exhibit-B.wpd

EXHIBIT B-1

**Lots 1 through 9, inclusive, Block 1;
Lots 1 through 18, inclusive, Block 2;
Lots 1 through 7, inclusive, and Lots 12 through 18, inclusive, Block 3;
Lots 1 through 18, inclusive, Block 4;
Lots 1 through 18, inclusive, Block 5;
Lots 1 through 12, inclusive, Block 6; and
Lots 1 through 9, inclusive, Block 7;
In Chaucer Estates Phase 1,
an Addition to the Town of Flower Mound, Denton County, Texas,
according to the Final Plat thereof recorded in Cabinet I, Page 169
of Map and Plat Records of Denton County, Texas; and**

**Lot 8A, Block 3 of Chaucer Estates Phase I,
an Addition to the Town of Flower Mound, Denton County, Texas
according to the Amended Plat thereof recorded in Cabinet K, Page 257
of the Map or Plat Records of Denton County, Texas; and**

**Lots 10 through 26, inclusive, Block 7;
Lots 1 through 8, inclusive, Block 8;
Lots 1 through 15, inclusive, Block 9;
Lots 1 through 16, inclusive, Block 10;
Lots 1 through 17, inclusive, Block 11 and;
of Chaucer Estates Phase 2,
an Addition to the Town of Flower Mound, Denton County, Texas
according to the Final Plat thereof recorded in Cabinet K, Page 178
of the Map and Plat Records of Denton County, Texas.**