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CHIMNEY HILLS ESTATES BYLAWS

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Updated 2019

**CHIMNEY HILLS ESTATES HOMEOWNERS ASSOCIATION  
AMENDED AND RESTATED BYLAWS**

These Amended and Restated Bylaws are adopted on April 8th, 2019 and supersede the Bylaws adopted on October 18, 1999.

**ARTICLE I  
OFFICES**

**Section 1.** The registered office shall be located in the City of Tulsa, County of Tulsa, State of Oklahoma, and the provisions of the Certificate of Incorporation shall be binding herein.

**ARTICLE II  
DEFINITIONS**

The following words, when used in these Bylaws (unless the context shall prohibit), shall have the following meanings:

1. "Homeowners Association" or "Association" shall mean and refer to CHIMNEY HILLS ESTATES HOMEOWNERS ASSOCIATION, an Oklahoma not-for-profit corporation, its successors and assigns.
2. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of CHIMNEY HILLS ESTATES HOMEOWNERS ASSOCIATION.
3. "Common Area" shall mean all real and/or personal property which the Association owns or maintains for the nonexclusive common use and enjoyment of the owners of all Lots, as defined below.
4. "Lot Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of Chimney Hills Estates. The term "Member" as defined by the Chimney Hills Estates Restrictive Covenants adopted October 18, 1999, Article W. a) "Each lot owner shall be a member of CHEHA." is used interchangeably with the term Lot Owner for the purposes of this document.
5. "Plat" shall mean and refer to the subdivision plat of the properties recorded in the office of the County Clerk of Tulsa County, Oklahoma, as the same may be hereafter amended or supplemented.
6. "Addition" shall mean and refer to that certain real property hereinbefore described as "CHIMNEY HILLS ESTATES", and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
7. "Maintenance Fees" shall be defined as those fees necessary to conduct business and provide for the common good and benefit of all Lot owners.
8. "Member or Membership Fee" shall be defined as a one-time fee charged new lot owners when they become a Member of Chimney Hills Estates HOA.

**ARTICLE III  
ANNUAL MEETING OF THE MEMBERSHIP**

**Section 1.** All meetings of the Members shall be held in the County of Tulsa, State of Oklahoma, at such place as may be fixed from time to time by the Board of Directors.

**Section 2.** Annual meetings of the Members shall be held on a date selected by the Board of Directors, at which meeting they shall elect by majority vote a Board of Directors and transact such other business as may properly

be brought before the meeting.

**Section 3.** Notice of the annual meeting stating the place, date and hour of the meeting shall be sent to owner's address as it appears on the books of the Association and shall be mailed to him not less than ten (10) nor more than sixty (60) days prior to the date of the meeting unless said Notice be waived in writing by such Member. Notice of the meeting is considered properly given upon attendance of the member.

#### **ARTICLE IV SPECIAL MEETINGS OF THE MEMBERSHIP**

**Section 1.** Special meetings of the Members shall be held at such time and place as shall be stated in the Notice of such meeting or in a duly executed Waiver of Notice thereof.

**Section 2.** Special meetings of the Members for any purpose or purposes, unless otherwise proscribed by statute or by the Certificate of Incorporation, may be called by a majority vote of the Board of Directors or by one-third (1/3) of all the Members of the Association.

**Section 3.** Written Notice of a special meeting of the Members stating the time, place and purpose or purposes thereof shall be sent to owner's address as it appears on the books of the Association and shall be mailed to them not less than fourteen (14) days before the date fixed for the meeting unless said Notice is waived in writing by a Member.

**Section 4.** The business transacted at any special meeting of the Members shall be limited to the purposes stated in the Notice.

#### **ARTICLE V QUORUM AND VOTING MEMBER MEETINGS**

**Section 1.** Except as otherwise required by Oklahoma corporate law, a quorum for the transaction of business at meetings of the Members shall consist of however many Members are represented in person or by proxy at such duly called meeting.

**Section 2.** At any meeting of the Members, the affirmative vote of a majority of the Members present in person or represented by proxy shall be the act of all the Members unless the vote of a greater number of Members is required by law or the Certificate of Incorporation. No vote may occur on any item or proposal presented before a meeting of the Association Members unless such item or proposal was included on the Agenda and such Agenda was posted on the Association's web site no later than forty-eight (48) hours prior to the start of the meeting.

**Section 3.** At all meetings of Members, each Member may vote in person or by proxy executed in writing by the Member or by his duly authorized Attorney-in-Fact, which proxy shall be filed with the Secretary of the meeting prior to the commencement of such meeting. If a notarized proxy is required, notice must be given to the lot owners at time of meeting notice. Every proxy shall be revocable and shall automatically cease upon termination of membership in the Association.

**Section 4.** All voting on Association issues may be either by secret ballot or a show of hands. Each Lot allows for one vote being cast, regardless of the number of owners or residents.

#### **ARTICLE VI THE BOARD OF DIRECTORS**

**Section 1.** The Board of Directors shall consist of not less than five (5) nor more than seven (7) directors with full authority in the Board to vary said number at any time and from time to time. At the Members' Annual Meeting the Members shall elect the Board of Directors including the Board President. Each Director must be a Member in good standing and shall serve until the succeeding annual meeting and until such Director's successor shall have been elected and qualified.

**Section 2.** Only one Officer or Director shall be allowed per household or lot at any one time.

**Section 3.** Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall serve for the unexpired portion of the term of such Director's predecessor in office.

**Section 4.** The business affairs of the Association shall be managed by the Board of Directors which may exercise all such powers of the Association and do all such lawful acts and things as are, by statute or by the Certificate of Incorporation or by these Bylaws, directed or required to be exercised or done by the Association.

**Section 5.** Any elected Director may be removed from the Board with cause by a majority vote of the Board of Directors. In the event of death, resignation, or removal of a Director, such Director's successor shall be selected by the remaining members of the Board and shall serve as an appointed Board member for the unexpired term of the predecessor.

**Section 6.** An Executive Committee made up of at least three (3) officers shall have the power to act for the Board of Directors in all matters between meetings of the full Board. All decisions and actions taken by the Executive Committee shall be subject to approval by the Board at the next regularly scheduled Board meeting.

## **ARTICLE VII** **MEETINGS OF THE BOARD OF DIRECTORS**

**Section 1.** **Organizational** meetings of the Board of Directors of the Association shall be held at the call of the Directors for the purpose of electing officers and performing other acts for the internal organization of the Association.

**Section 2.** Regular board meetings are open to member attendance.

**Section 3.** **Monthly or Bi-monthly Regular meetings** of the Board of Directors shall be held at such time and at such place as determined by the Directors. It is the responsibility of each individual Director to have a current telephone number and active email account on the books of the Association for the purpose of communication and notices.

**Section 4.** **Special meetings** shall be called by the Secretary or President or by the written request of at least two (2) Directors with Notice to each Director, either by postal mail, telephone or by email at least three (3) days prior to the date set for such meetings. However, the Board of Directors may meet with no less than twelve (12) hours' notice in person or via telephone in the event of an emergency, and the minutes of the meeting shall reflect the emergency and action taken by the Board.

**Section 5.** Attendance of a Director at any meeting shall constitute a Waiver of Notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the Notice or Waiver of Notice of such meeting.

**Section 6.** **A majority of the Directors shall constitute a quorum** for the transaction of business unless a greater number is required by law. If a quorum shall not be present at any meeting of the Directors, the Directors present may adjourn the meeting without Notice other than announcement at the meeting.

**Section 7.** Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all the Directors entitled to vote with respect to the subject matter thereof.

**Section 8.** Members may request business to be added to the Regular Board meeting agenda by contacting the President no less than 7 days before the meeting. For Annual or Special meetings, such requests must be made to the President no less than 30 days prior to the meeting. If the subject is deemed appropriate, the President shall include the new business on the Agenda.

## **ARTICLE VIII** **OFFICERS**

**Section 1.** The Secretary, Treasurer and any other officer as decided by the President of the Association shall

be elected by the Board of Directors and shall also be members of the Board of Directors.

**Section 2.** The Board of Directors may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

**Section 3.** The Officers of the Association shall hold office until their successors are chosen. Any Officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office of the Association may be filled by the Board of Directors.

**Section 4.** The President, subject to the Board of Directors, shall:

- a. Preside at all meetings of the Board of Directors and all meetings of the Members.
- b. Decide on the rules of order and any other basic procedural process as needed.
- c. Have general and direct supervision of the management and operation of the business and affairs of the Association and shall perform such other duties as may from time to time be assigned by the Board.
- d. Execute all written contracts, execute other obligations for the Association and perform all other such duties as are incident to this office.
- e. Serve as an ex-officio member of all committees with a right to debate and vote.

**Section 5.** The Secretary shall:

- a. Attend all meetings of the Board of Directors and all meetings of the Members, and the record of such proceedings shall be recorded in Minutes to be kept for that purpose.
- b. Enter approved Minutes into the permanent records.
- c. Perform such other duties as may be prescribed by the Board of Directors or President.

**Section 6.** The Treasurer shall:

- a. Keep full and accurate accounts of receipts and disbursements of the Association in books belonging to the Association.
- b. Prepare and present a financial overview and budget at meetings as determined by the Board of Directors.
- c. Maintain a current list of Members and addresses.
- d. Perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

## **ARTICLE IX. DIRECTORS' POWERS AND DUTIES**

**Section 1. Exercise of Powers.** Except as otherwise provided in the Covenants, all of the powers and duties vested in the Association by the Covenants and these Bylaws shall be exercised exclusively by the board, its agents, contractors or employees, subject only to approval by members when such approval is specifically required. Such powers and duties of the Directors shall include but shall not be limited to the following, subject, however, to the provisions of the Covenants, these Bylaws and applicable law:

- a. To conduct, manage and control the affairs and business of the Association and to make such rules and regulations where such action is consistent with law, the Articles, the Bylaws or the Covenants.
- b. To change the principal office for the transaction of the business of the Association from one location to another within Tulsa County, Oklahoma, and to designate any place within Tulsa County, Oklahoma, for

the holding of any membership meeting.

- c. To make and collect Membership Fees, Maintenance Fees, late payment fees, or assessments against Members and to use the proceeds of assessments in the exercise of its powers and duties, all as provided hereof.
- d. To contract and pay for fire, casualty, liability, fidelity and other insurance, adequately insuring the Association and Owners with respect to the Common Areas and the affairs of the Association.
- e. To pay all charges for water, electricity, gas and other utility services for the Common Areas and Entrances.
- f. To maintain, repair, preserve, replace, operate and improve the Common Areas, Landscaping and Entrances.
- g. To enter onto any lot unoccupied for more than thirty (30) days as may be necessary for the purpose of carrying out any of the powers or duties of the Board as set forth in the Covenants,
- h. To enforce the provisions of the Covenants, the Articles, Bylaws and the rules and regulations adopted by the Board, and the provisions of any agreement to which the Association is a party.
- i. To contract for the management of any part of the Association and to delegate to said management any or all powers and duties of the Association, except such as are specifically required by the Covenants, these Bylaws or applicable law to have approval of the Board or of the Members of the Association.
- j. To prepare budgets and financial statements for the Association.
- k. To prosecute or defend in the name of the Association any action affecting or relating to the Common Areas or other property owned by the Association and any action in which all or substantially all of the Owners have an interest.
- l. To delegate any of its powers hereunder to others, including committees, officers and employees.
- m. To perform such other duties as may be authorized by the Members.

#### **ARTICLE X. GENERAL PROVISIONS**

**Section 1.** Any Lot owner who fails to pay any properly authorized and approved dues or fees of the Association, and who has been given thirty (30) days' written notice of such delinquency by the Board of Directors, consents to an assessment of a late fee. Thereafter, the Association may institute an action to collect the amount due.

**Section 2.** Funds may be allotted by the Board of Directors to cover expenses incurred by the Directors in connection with approved business of the Association. Nothing contained herein shall be construed to preclude any Director from serving the Association in another capacity and also receiving compensation therefor.

**Section 3.** The President, with approval of Executive Committee, shall have the authority to approve an expense up to the sum of Seven Hundred Fifty Dollars (\$750.00) in the conduct of the business of the Association. Any expenditure in excess of Seven Hundred Fifty Dollars (\$750.00), shall be approved by a majority of the Board of Directors. "All decisions and actions taken by the Executive Committee shall be subject to approval or disapproval by the Board at the next regularly scheduled Board meeting." (Article VI Section 6)

**Section 4.** The Board of Directors, by resolution adopted by a majority of the Directors, may designate such committees as it deems appropriate in carrying out its purposes. At least one (1) member of the Board of Directors shall serve on each such special committee.

**Section 5.** The fiscal year of the Association shall be the calendar year.

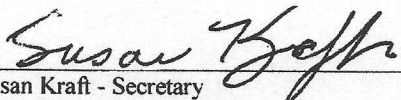
**Section 6.** The Association may set aside Reserve Funds for unaccounted for expenses, special projects or emergency expenses.

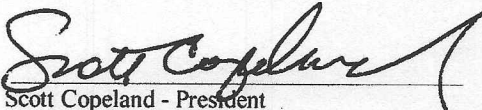
**ARTICLE XI  
AMENDMENTS OF BYLAWS**

**Section 1.** These Bylaws may be altered, amended or repealed, or new Bylaws may be adopted, by the affirmative vote of a majority of the Members who cast a vote on such issue at a special or annual meeting. Any proposed changes to the Bylaws must be mailed to each Member of the Association on record no later than ten (10) days prior of such proposed change.

ADOPTED this 29<sup>th</sup> day of Apr, 2019.

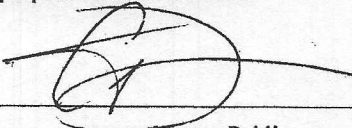
ATTEST:

  
\_\_\_\_\_  
Susan Kraft - Secretary  
Chimney Hills Estates Homeowners Association

  
\_\_\_\_\_  
Scott Copeland - President  
Chimney Hills Estates Homeowners Association

STATE OF OKLAHOMA) )  
COUNTY OF TULSA ) ) ss.

Before me, a Notary Public in and for said County and State, on this 29<sup>th</sup> day of April, 2019, personally appeared Scott Copeland and Susan Kraft, to me known to be the identical persons who subscribed their names as the maker hereof to the foregoing instrument as its President and Secretary, respectively, and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

  
\_\_\_\_\_  
Notary Public

My commission expires:

**C. TODD DAVIS**  
Notary Public, State of Oklahoma  
Commission # 14008483  
My Commission Expires 09-23-2022

**CHIMNEY HILLS ESTATES  
RESTRICTIVE COVENANTS**

October 18, 1999

The following are the combined restrictive covenants for Chimney Hills Estates, Blocks 1-31.

1. The name of Chimney Hills South shall be changed to and shall hereafter be known as Chimney Hills Estates.
2. The permitted uses for each lot and block shall be as follows:
  - A. No residential structure shall be erected or placed on any lot which residence has an area of less than 2,200 square feet, exclusive of garage and porches. All story and one half (1 ½) or two (2) story houses must have not less than 1400 feet in the ground floor.
  - B.
    - a) All residential structures and any other permitted unattached building exceeding 120 square feet of floor area must have a roof covering of cedar shingles, cedar shakes, slate, tile, built-up gravel or other products approved by the Board of Directors of the Chimney Hills Estates Homeowners Association, Inc., an Oklahoma nonprofit corporation, ("CHEHA").
    - b) The Architectural Committee of CHEHA (hereinafter "Architectural Committee") will review requests of lot owners to use alternative roofing products beyond those listed in subparagraph a) above. Each homeowner desiring to use an alternative roofing product must, in each instance, present to and obtain approval from the Architectural Committee prior to installing such materials on any structure. Any roof replacement must comply with this covenant on the Alternate Roofing Criteria as then applied by the Architectural Committee.
    - c) The Architectural Committee will establish a Set of Criteria for Alternate Roofing Products (hereinafter "Alternate Roofing Criteria") which defines the quality and appearance necessary to meet the standard of best resembling the look and color of weathered cedar shingles, weathered cedar shakes, tile or slate. The Architectural Committee will present the Alternate Roofing Criteria to the Board of Directors and obtain its approval prior to using the Alternate Roofing Criteria in judging new materials. The Board may, by majority vote, request that the Architectural Committee review and revise the Alternate Roofing Criteria.
    - d) The Architectural Committee will maintain a List of Approved Alternate Roofing Products which will be made available to all homeowners upon request. The Architectural Committee will recommend proposed additions to or deletions from the List of Approved Alternate Roofing Products to the Board of Directors for approval. The materials to be recommended by the Committee will be those products which at the date of their approval meet the Alternate Roofing Criteria.
    - e) At the time of approval of this amendment, the following materials have been approved by the Architectural Committee and the Board of Directors: Alcoa Aluminum Country Manor Shake roofing, Metal Works Aston Wood Steel Shingles, Elk Capstone Shingles, CertainTeed Independence Shingles and CertainTeed Grand Manor Shingles. These materials and subsequently approved materials are herein referred to as "Approved Alternate Roofing Products."
    - f) It is the intent of this covenant to be flexible to allow for future products which, in the opinion of the Architectural Committee, most nearly meet the approved Alternate Roofing Criteria at the time of their proposed use. This flexibility may



result in the subsequent disapproval of products which were once approved for roofing use. Thus, the approval of a product does not indicate that it will still be approved at any later time.

C. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any building plot that exceeds two stories in height; all residences must have a private garage, for not less than two cars, attached to the residence. All structures shall be constructed of 33% brick or stone veneer all the way around with the exception of porches and terraces and garages. No structure shall be erected, altered, placed or permitted to remain on any building plot other than one detached single-family dwelling.<sup>1</sup>

D. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

E. No trailer, tent, shed, garage, barn or other out building shall at any time be used as a residence, garage or business, temporarily or permanently. In addition, no out building shall be constructed in excess of nine feet in height, measured from the ground to the highest point on the structure, nor exceed a ground area of 120 sq. ft. without the approval of the Architectural Committee of CHEHA. Any person desiring to construct an out building in excess of these limits must provide each lot owner whose lot abuts the applicant's lot notice of the proposal and of the time and place where the proposal will be submitted to the Architectural Committee for consideration. For the purposes of this covenant, the existence of streets or right-of-way between lots shall not cause a lot not to be an abutting lot.

F. No structure previously used shall be moved onto any lot.

G. No fence, whether ornamental or otherwise shall be erected nearer to the front lot line than the 25 foot building line. Vinyl, chain link, barbed wire, mesh or other metal, except wrought iron fencing, shall not be permitted unless fully enclosed within a six (6) foot high privacy fence.

H. The undersigned owner further dedicates to the public for use forever easements and rights-of-way as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines and water lines, together with all fittings and equipment for each of such facilities including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto with the right of ingress and egress upon said easements and rights-of-way for the uses and purposes of aforesaid together with similar rights in each and all of the streets and alleys shown on said plat.

I. No fences more than 6 ft. 6 inches in height will be permitted on any lot, except privacy fencing adjacent (within 3 feet) to patios, may be 8 ft. in height. Ornamental fences not exceeding 3 feet in height, constructed of brick, stone, brick and stone, brick and frame, stone and frame or split rails, the same to be compatible with the architecture of the residence, may be built within ten feet forward of the building line shown on the Plat. Any property owner desiring to construct a fence not in accordance with the above provisions shall apply for an exception to the fencing requirements to the Architectural Committee of CHEHA, providing notice to abutting property owners as provided in amended paragraph E. The Committee shall have the authority to, modify the requirements in the given case depending upon the topography of the lot, special needs of the lot owner and the effect on neighboring properties.

J. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

K. Signs to be displayed to the public view on any lot shall be restricted to the following:

a) one sign of not more than five square feet advertising the property for sale or rent or one sign used by a

builder to advertise the property during the construction and sale period,

b) political signs which shall be displayed no more than thirty (30) days preceding an election and shall be removed within five (5) days following the election,

c) and signs smaller than one (1) square foot.

L. No lot will be used for the storage of materials for a period of greater than 30 days prior to the start of construction and then the construction shall be completed within 9 months. All lots shall be maintained in a neat and orderly condition at all times.

M. The undersigned owner hereby relinquishes any and all rights of ingress and egress to the above described property within the bounds designated as "Limits of No Access" (LNA). This provision can be released, changed or altered by the Tulsa Metropolitan Area Planning Commission or its successors with the concurring approval of the City Engineer of the City of Tulsa, Oklahoma.

N. a) Overhead pole lines for the supply of electric service may be located along the North, West and East side of the Addition. Street light poles or standards may be served by underground cable and elsewhere throughout said Addition. All supply lines shall be located underground, in the easement-ways reserved for general utility services and streets shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.

b) Except to houses on lots described in paragraph (a) above, which may be served from overhead electric service lines, underground service cables to all houses which may be located on all lots in said Addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot; provided that upon the installation of such a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definitive permanent, effective and exclusive right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.

c) The supplier of electric service, through its proper agents and employees shall at all times have right of access to all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it.

d) The owner of each lot shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. The Company will be responsible for ordinary maintenance of underground electric facilities, but the owner will pay for damage or relocation of such facilities caused by acts of the owner or his agents or contractors.

e) The foregoing covenants under these item "N" concerning underground electric facilities shall be enforceable by the supplier of electric service and the owner of each lot agrees to be bound thereby.

O. No boat, trailer, camper of any description, recreational vehicle, inoperative or racing vehicle or trucks (except pickup trucks and vans on a 3/4 ton chassis or smaller) shall be kept forward of the residence or between the side of the residence and the street which shall include the street for more than 72 consecutive hours unless such items are stored on a side or rear yard with a six (6) foot high privacy fence constructed around the entire lot behind the front of the residence.

P. No exterior radio or television transmitting or receiving antenna or tower will be permitted on any lot except as follows:  
a) one satellite receiving television antenna which is not in excess of nine (9) feet in height from the ground will be permitted

on each lot upon which a residence is constructed if located in the rear yard and if a six (6) foot high privacy fence is constructed around the entire lot behind the front of the residence; b) satellite receiving television antennae less than two (2) feet across the greatest dimension will be permitted on each lot upon which a residence is constructed. All antenna must blend into the style and color arrangement of the structure upon which they are placed to the maximum extent possible by color, placement or other means.

Q. In the event that any residence is unoccupied for more than thirty (30) days, the Chimney Hills Estates Homeowners Association, Inc., its officers, directors, employees and agents are hereby granted the right, but not the obligation, to enter upon such residential lot without further notice and perform such maintenance to the lawn, shrubs, trees, and exterior structure to eliminate any hazard or to maintain a neat appearance, etc., and may charge the owner thereof a reasonable amount for such maintenance performed, and shall have a lien on such real property to the extent of such charges. Such liens shall be filed in the same manner as mechanics and material men's liens as permitted by the Oklahoma statutes then in effect. The Association has the right to bring an action to collect such charges and to foreclose such lien. Such lien shall be filed within 45 days of the date the last work was performed. Such lien shall not expire for failure to foreclose, but shall run with the land. In addition, to recovering the amount of such charges, the Association will be entitled to recover its costs and a reasonable attorney's fee.

R. No lot, street, or resented area within this Addition may be used for the outdoor storage, landing, take off or operation of any aircraft of any description.

S. There is hereby established an Architectural Committee of CHEHA to perform the functions identified for such Committee in these covenants now in existence are hereafter amended. The specific duties, makeup of the Committee and procedures of such Committee are to be found in the Bylaws of CHEHA.

T. Prior to the construction or obtaining a building permit for an exterior addition to a structure on any lot, the plans for such addition shall be presented to and reviewed by the Architectural Committee. The Committee shall promptly review and approve or disapprove such an addition. The guidelines for approval of such addition shall be whether the addition conforms with the original architecture and appearance of such structure (identical original materials not required). The lot owner shall give notice to abutting property owners as provided in amended paragraph E of these restrictive covenants.

U. No covenant shall be presented to the owner of any lot within the Addition without first presenting the same to the Board of CHEHA and permitting the Board to determine whether it will sponsor such a covenant. If the Board shall not endorse such covenant, the secretary shall notify the proponent(s) of such covenant in writing of such action and at such time the proponent(s) may thereafter seek to approach property owners directly with such change.

V. CHEHA shall have the authority concurrent with any lot owner to enforce the covenants. However, the primary enforcement duty shall lie with the Board of CHEHA. Any lot owner believing there to be a violation shall first present such violation to the Board of CHEHA. If the Board does not undertake to enforce the covenant within thirty days of the receipt of the request, then the individual lot owner may proceed directly. If CHEHA reaches a resolution of any claimed covenant violation with any alleged violator, such settlement shall be binding upon all lot owners.

W. a) Each lot owner shall be a member of CHEHA (the "Association") in order that the responsibility for the care and upkeep of the Addition is fairly distributed.

b) The Association shall have the authority and power to assess a one-time membership fee to new lot owners and to make equal assessments on the property of each lot owner for the purposes of maintaining and operating the Association and the Addition. The Association shall have the authority to assess late payment fees for both the membership and maintenance fees. No officer or board member shall receive any remuneration for services as an

officer or board member.

c) The amount of the membership, maintenance and late payment fees must be approved by a majority vote of the members attending, in person or by proxy (officers and board members entitled to vote), at the annual meeting of CHEHA in December of each year, or at a specially called meeting. Notice of such proposed question will be given in writing, thirty days prior to such special meeting, via the Association Newsletter, or other means if such Newsletter is not in existence.

d) The Association may also assess special fees in the event of an emergency or unanticipated financial need, such as damage to Association property, litigation, expenses, etc. Such special assessment shall be approved in the same manner as regular membership and maintenance fees.

e) Once assessed, all fees and dues shall be immediately due and payable and, thirty days after the assessment, the Association may institute an action to collect the amount owed. If not paid by the lot owner by April 1 of the year following the adoption of such fees, the same shall become a lien on that lot owner's property. The Association may proceed to foreclose such lien as provided in paragraph Q of these covenants. In addition to recovering the amount of such fees, the Association shall be entitled to recover its costs and a reasonable attorney's fee.

The restrictions and covenants hereby imposed on the above lots shall remain in effect until July 1, 2024, unless sooner amended or terminated by the owners of more than fifty percent (50%) of the aggregate total of lots lying within the following additions: Chimney Hills Estates, Blocks 1 through 7; Chimney Hills Estates, Blocks 1 through 7 Extended; Chimney Hills Estates, Blocks 8 through 17; and Chimney Hills Estates, Blocks 18 through 31 (except that portion replatted as Hampshire Lane). After the time period shown above, unless sooner amended or terminated in whole or in part, these covenants shall be automatically extended for successive periods of ten years. In the event any final judgment rendered by any court of competent jurisdiction declaring any covenant or portion thereof to be void or unenforceable, such judgment shall not affect the validity or enforceability of any other covenant.

1. *The brick or stone requirement of paragraph C. is found only in the original covenants for Blocks 1-7 and 1-7 extended.*

### Chimney Hills Estates Alternative Roofing Criteria

At the 2008 Annual meeting of members the ad hoc Roofing Committee proposed a change in the Alternate Roofing Criteria (see Covenant paragraph B. c.) which greatly liberalizes the type and style of shingles which could be used. This Alternative Roofing Criteria will allow the use of any architectural style/grade laminated composition shingle which simulate a weathered wood color having a 30-year or better warranty. Three-tab shingles are prohibited. The color part of these criteria is mandated by the Covenants, so for composition roofing which is designed to simulate wood shingles, the color must be a weathered wood.

It is the intent of our covenants to be flexible to allow for future products which, in the opinion of the Architectural Committee, most nearly meet the approved Alternate Roofing Criteria at the time of their proposed use. This flexibility may result in the subsequent disapproval of products which were once approved for roofing use and the approval of a product at one time does not indicate that it will be approved at any later time. (see Covenant paragraph B. f.)

The following is a list of approved roofing materials as updated by a majority vote of the Board on November 12<sup>th</sup>, 2018.

<u>No.</u>	<u>Manufacturer</u>	<u>Style</u>	<u>Color</u>
1	Not Specified	Cedar Shingles	Seek Approval
2	Not Specified	Cedar Shakes	Seek Approval
3	Not Specified	Slate	Seek Approval
4	Not Specified	Tile	Seek Approval
5	Not Specified	Built-up Gravel	Seek Approval
6	Not Specified	Metal Roofing	Seek Approval
7	Not Specified	Synthetic Roofing Shingles	Seek Approval
8	Malarkey	Highlander, Vista, Legacy	Weathered Wood
9	Tamco	Heritage	Weathered Wood
10	Atlas	Pinnacle Pristine	Weathered Wood
11	CertainTeed	Presidential IR Landmark TL	Weathered Wood
12	GAF	Timberline HD Camelot II	Weathered Wood

The Architectural Committee of the Chimney Hills Estates HOA will review requests of lot owners to use roof covering beyond those listed above. **Each lot owner desiring to use an alternative roofing product "Not Specified" MUST, in each instance, present their choice to the Architectural Committee and obtain approval prior to installing such materials on any structure.** Any roof replacement must comply with the Covenants on the Alternate Roofing Criteria as applied by the Architectural Committee. (see Covenant paragraph B. b.)

You may contact the Chimney Hills Estates Homeowners Association at [www.ChimneyHillsEstates.com](http://www.ChimneyHillsEstates.com).