

CENTERFIELD IN BAY COLONY HOMEOWNERS ASSOCIATION
SIGNAGE MANUAL
(Adopted 08/23/03, Amended 12/23/03)

1.0 INTRODUCTION:

1.1 This Signage Manual for Centerfield in Bay Colony Homeowners Association has been developed and approved by the Architectural Control Committee in accordance with Article VIII, Section 14 of the Declaration of Covenants, Conditions and Restrictions for Centerfield in Bay Colony.

1.2 Article VIII, Section 14 of the Declaration of Covenants, Conditions and Restrictions for Centerfield in Bay Colony requires the Architectural Control Committee to furnish, "a signage manual setting forth the limitations and guidelines for signs, which shall be reasonable in scope and restrictions, and shall grant its written approval of signs which satisfy the requirements of such manual."

2.0 DEFINITIONS:

2.1 Association , means the Centerfield in Bay Colony Homeowners Association, Inc.

2.2 Banner , means a piece of any material bearing an emblem, logo, motto, slogan, bright color(s), or words meant to attract attention.

2.3 Billboard , means any sign for announcements or advertising a business, a product, a service, an event or entertainment, offered other than on the site where such sign appears.

2.4 Double-faced sign , means a single sign with printing or some graphic on both sides.

2.5 Electric sign , means any sign that utilizes electricity and contains any electrical circuit.

2.6 Freestanding sign , means any sign that is kept upright by one or more supports of any material in or on the ground.

2.7 Glare , means a bright reflection that causes a nuisance or safety hazard.

2.8 Ground sign , means any sign that is in contact with the ground and may or may not have one or more supports, poles or braces, or be freestanding .

2.9 Illuminated sign , means a sign illuminated by an external light source.

2.10 Living Unit , means any improvements on a Lot which are designed and intended for occupancy and use as a residence by one person, by a single family, or by persons maintaining a common household.

2.11 Lot , means each plot of land located in the Property as shown on the Subdivision Plat upon which there has been or will be constructed a single-family

residence, and to the residence and improvements constructed or to be constructed thereon, but shall not mean or include any common area. If building sites are created pursuant to Article IX, Section 8 and 9 of the Declaration of Covenants, Conditions and Restrictions, the term "Lot" or "Building Plot" shall also thereafter mean and refer to any building site so created.

- 2.12 Monument sign , means any ground sign that is a minimum of four feet from the ground level to the top of the sign.
- 2.13 Multi-faced sign , means a single sign with two or more faces which are not parallel and are not back-to-back.
- 2.14 Non-advertising sign , means any sign posted on a Lot within the Property upon which contains a regulatory or warning notice and upon which no advertising matter is displayed.
- 2.15 Owner , means the record owner, whether one or more persons or entities, of a fee simple title to the surface estate in any Lot or tract of land which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- 2.16 Portable sign , means any sign designed or constructed to be easily moved from one location to another, including signs mounted upon or designed to be mounted upon a trailer, wheeled carrier or other non-motorized mobile structure. A portable sign which has its wheels removed shall still be considered a portable sign under this definition.
- 2.17 Projecting sign , means any sign which is affixed or attached to, and is supported solely by, a building, wall or like structure, which extends beyond the building, wall or like structure, or parts thereof, more than 18-inches, and whose angle of incidence to the building, wall or structure, or parts thereof, is greater than 30 degrees.
- 2.18 Property , or The Property, means to the tract of land referred to as Centerfield in Bay Colony, Section One.
- 2.19 Public service sign , means a sign which provides a service or message to the public, such as time, temperature, and charity appeals.
- 2.20 Reader panel or marquee , means a permanently constructed changeable copy bulletin board, lighted or unlighted, with detachable precut letters and figures.
- 2.21 Real Estate sign , means a temporary sign, single-faced or multi-faced, not to exceed six square feet that is placed upon the Lot of the Living Unit being offered for sale.
- 2.22 Sign , means any structure, part thereof, or device or inscription which is located upon, attached to, or painted or represented on any land, or on the outside of any building or structure, or an awning, canopy, marquee or similar appendage, or permanently affixed to the glass on the outside of the building or structure, and

which displays or includes any letter, numeral, work, model, banner, emblem, insignia, symbol, device, monogram, heraldry, trademark, light or other representation used as or in the nature of an announcement, advertisement, attention arrester, direction, warning or designation of any person, firm, group, organization, corporation, association, place, commodity, product, service, business, profession, enterprise, industry, or any combination thereof. Where the word “sign” is used without further modification, it shall be understood to embrace all signs and replicas regulated in this signage manual.

- 2.23 Snipe or Bandit sign , means a sign which is tacked, nailed, posted, pasted, glued or otherwise attached to trees, stakes, fences, utility poles or other like objects, the advertising matter of which is not applicable to the present use of the premises on which the sign is located.
- 2.24 Spectacular sign , means any sign that rotates, oscillates, is animated, contains any moving parts, or contains flashing lights, including lights flashing in sequence to simulate movement. This definition does not include non-advertising holiday decoration lights of a temporary nature.
- 2.25 Temporary signs , means any sign constructed of cardboard, cloth, canvas, plastic, light fabric, paper, wallboard or other light materials with short life expectancies. Examples of Temporary signs are Real Estate signs and Garage Sale signs. A Portable sign shall not be considered a Temporary sign.
- 2.26 Trailer sign , means any sign designed or constructed to be easily moved from one location to another, including signs mounted upon or designed to be mounted upon a trailer, wheeled carrier or other non-motorized mobile structure. A trailer sign which has its wheels removed shall still be considered a trailer sign under this definition.
- 2.27 Wall sign , means all flat signs, either of solid face construction or individual letters, symbols or pictures, which are placed against the exterior wall of any building or structure, extending not more than 18-inches from the face of such building or structure, parallel to the building or structure, and having the advertisement on one face only.

3.0 USE AND RESTRICTIONS OF SIGNS:

- 3.1 Signs advertising a business being conducted on a Lot or within a Living Unit within the Property is prohibited. Article VIII, Section 1, states, “No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other non-residential purposes.” A “Garage Sale” as a single event of no more than 72 consecutive hours, by an Owner of a Living Unit within the Property in and of itself is not considered a business for the purpose of this Signage Manual.
- 3.2 Banner. Banners (other than the National, State or seasonal flags) are not permitted within the Property without authorization from the Architectural Control Committee. Per Article VIII, Section 14 of the Declaration of Covenants, Condition

and Restrictions, "The use of flags or banners in the promotion or sale of any Living Unit in the Property must be approved in writing by the Architectural Control Committee."

- 3.3 Billboards. Billboards are not permitted within the Property without written authorization of the Architectural Control Committee. Per Article VIII, Section 14 of the Declaration of Covenants, Conditions and Restrictions, "No billboards or other signs may be erected in the Property without the prior written consent of the Architectural Control Committee.
- 3.4 Business signs. With the exception of a Real Estate sign and Temporary signs authorized by the Architectural Control Committee, Business signs are not permitted within the Property. Per Article VIII, Section 1 of the Declaration of Covenants, Conditions and Restrictions, "No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other non-residential purposes."
- 3.5 Electric signs. Electric signs are not permitted within the Property without written authorization of the Architectural Control Committee.
- 3.6 Garage Sale signs. Garage Sale signs are Temporary signs that are :
 - 3.6.1 Limited to one per Living Unit,
 - 3.6.2 Not to exceed six square feet,
 - 3.6.3 Not to be illuminated,
 - 3.6.4 Not to create a safety hazard or nuisance,
 - 3.6.5 To be removed within 72-hours of being posted,
 - 3.6.6 Not to be attached to utility poles, street sign poles, fences, fire hydrants, trees or bushes, and
 - 3.6.7 Not permitted on any part of a Lot without the expressed and/or written permission of the Owner of such Lot.
- 3.7 Ground signs. Ground signs, other than Real Estate signs and Garage Sale signs, are not permitted within the Property without written authorization of the Architectural Control Committee.
- 3.8 Illuminated signs. Illuminated signs are not permitted within the Property without written authorization of the Architectural Control Committee.
- 3.9 Monument signs. A Monument sign is limited to the entrance to the Property and are not permitted on any Lot within the Property. Any Monument Sign other than the existing sign at Highway 646 and Bay Creek Drive must have prior approval of the Architectural Control Committee before being erected and must meet all applicable League City ordinances.
- 3.10 Multi-faced signs. With the exception of a Real Estate Sign and Garage Sale signs, Multi-faced Signs must be approved in writing by the Architectural Control Committee before being displayed within the Property.

- 3.11 Non-advertising signs. Non-advertising signs placed within the Property by an official agency of the United States Government, State of Texas, Galveston County agency, or City of League City entity do not require authorization of the Architectural Control Committee.
- 3.12 Portable and Trailer signs. Portable and Trailer signs are not permitted within the Property with the exception of non-advertising signs containing regulatory or warning notices being utilized by an agency or upon order of the Federal, State, County or City government as part of a public health, safety or informational activity.
- 3.13 Projecting signs. Projecting signs is not permitted within the Property without approval of the Architectural Control Committee.
- 3.14 Reader Panels or Marquees. Reader Panels or Marquees are not permitted within the Property.
- 3.15 Real Estate sign. No more than one temporary sign, single-faced or multi-faced, not exceeding six square feet shall be permitted for each Single Family Unit. Permission is not required from the Architectural Control Committee for a Single Family Unit Real Estate Sign that meets the criteria contained herein. Real Estate Signs for Single Family Units shall not create a nuisance or safety hazard.
- 3.16 Snipe or Bandit Signs . In keeping with the League City ordinance (Sec. 90-107. Prohibited Signs), Snipe and Bandit signs are not prohibited within the Property.
- 3.17 Spectacular signs. Spectacular signs are not permitted within the Property. Non-advertising holiday decoration lights are not considered spectacular signs.
- 3.18 Wall signs. Wall signs are not permitted within the Property.

4.0 COMPLIANCE WITH SIGNAGE MANUAL CONDITIONS AND RESTRICTIONS:

4.1 The conditions and restrictions contained in this Signage Manual apply to all Lots, Living Units and Owners within the Property. An Owner of a Living Unit may submit an application for signage use to the Architectural Control Committee by contacting Community Management Solutions, 2563 Bay Area Boulevard, Houston, Texas 77058; 281-480-2563 (Voice) or 281-480-2608 (Fax).

~~4.2 A Notice shall be initiated by the Architectural Control Committee, or the Centerfield in Bay Colony Homeowners Association Board of Directors, to the Owner of a Lot and/or Living Unit that is not in compliance with the conditions and restrictions of this Signage Manual. Non-compliance is subject to a fine of \$50 per day and reasonable attorney's fees incurred by the Association relating to the matter if not corrected within 30 calendar days of a Notice being delivered to the Owner of the Lot and/or Living Unit. An Owner who receives a Notice of non-compliance may request a hearing with the Architectural Control Committee within 10 working days of receipt of the Notice.~~

(Deleted 12/23/03)

4.2 The Centerfield in Bay Colony Homeowners Deed Restriction Enforcement Policy shall apply for the enforcement of this Signage Manual. (Added 12/23/03)

12/22/03.