

Denton County  
Juli Luke  
County Clerk

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Instrument Number: 18444

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MISCELLANEOUS

Recorded On: February 23, 2024 02:34 PM

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" Examined and Charged as Follows: "

Total Recording: \$133.00

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

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
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**File Information:**

Document Number: 18444  
Receipt Number: 20240223000542  
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**Record and Return To:**

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STATE OF TEXAS  
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time  
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Juli Luke  
County Clerk  
Denton County, TX

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**AFTER RECORDING, RETURN TO:**

Spiritas Ranch Homeowner's Association, Inc.  
c/o Essex Association Management, LP  
Attention: Ron Corcoran  
1512 Crescent Drive, Suite 112  
Carrollton, Texas 75006

**STATE OF TEXAS**                   §  
   §  
**COUNTY OF DENTON**           §

**SECOND SUPPLEMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPIRITAS RANCH**  
*(Spiritas East Annexation)*

THIS SECOND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPIRITAS RANCH (this "Supplement") is made and entered into as of February 23, 2024 (the "Effective Date"), by MM LITTLE ELM 548, LLC, a Texas limited liability company ("Declarant").

**PRELIMINARY STATEMENTS**

A. On May 2, 2023, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Spiritas Ranch recorded on May 3, 2023, as Instrument No. 45288, in the Official Public Records of Denton County, Texas, as modified, amended and supplemented by that certain First Supplement to Declaration of Covenants, Conditions and Restrictions for Spiritas Ranch dated May 12, 2023, recorded on May 16, 2023 as Instrument No. 49771, in the Official Public Records of Denton County, Texas (as modified, amended and supplemented, the "Declaration").

B. Declarant and MM Little Elm 43, LLC, a Texas limited liability company (the "Fee Owner") that owns the real property described on Exhibit A attached hereto and incorporated herein by reference (the "Spiritas East Property") desire to annex the Spiritas East Property into the Property subject to the Declaration, and execute and record this Supplement as evidence of its approval of inclusion and annexation of the Spiritas East Property into the Property subject to the Declaration as the fee owner of the Spiritas East Property and pursuant to Declarant's rights under the Declaration, including, without limitation, Section B.7 of Appendix B of the Declaration, and Declarant desires, with joinder of the Fee Owner, to amend and modify the Declaration and certain Design Guidelines with respect to the Spiritas East Property by this Supplement.

C. Fee owner is the sole owner and legal title holder to the Spiritas East Property and Declarant holds all Declarant rights reserved under the Declaration, and pursuant to its rights as Declarant under the Declaration, including, without limitation, Section 15.4 and Section B.3.4 and Section

B.7 of Appendix B of the Declaration, Declarant and Fee Owner desire to annex the Spiritas East Property and amend and supplement the terms of the Declaration and Design Guidelines with respect to the Spiritas East Property, as more specifically set forth herein, and Declarant and Fee Owner execute and record this Supplement as evidence of their approval of and adoption of the supplements and modifications of the Declaration with respect to the Spiritas East Property as set forth herein.

NOW, THEREFORE, Declarant and Fee Owner do hereby adopt this Supplement as follows:

1. Definitions. Unless otherwise defined in this Supplement, all capitalized words or terms used herein shall be defined and have the meaning set forth in the Declaration as modified and amended hereby.

2. Spiritas East Property Subject to Declaration. In accordance with the provisions of the Declaration, including, without limitation, Section B.7 of Appendix B of the Declaration, the Declarant and Fee Owner do hereby amend the Declaration to include the Spiritas East Property as part of the Property subject to the Declaration, with such Spiritas East Property developed or to be developed as Lots and/or Common Area, in accordance with a Plat approved and recorded or to be recorded in the map/plat records of Denton County, Texas. In this regard, the Declarant and Fee Owner hereby adopt, establish and impose the covenants, conditions, restrictions, assessments, easements, liens and charges of the Declaration, as they apply to Lots and Common Areas upon the Spiritas East Property, and declares that Spiritas East Property and all portions thereof are and shall be developed, held, used, sold, and conveyed subject to the provisions of the Declaration, as may be modified or amended herein and hereafter from time to time, and all such covenants, conditions, restrictions, assessments, easements, liens and charges as set forth in the Declaration with respect to Spiritas East Property as set forth in this Supplement. All of the provisions of the Declaration, as amended shall apply to the Spiritas East Property with the same force and effect as if such Spiritas East Property was originally included in the Declaration as part of the Initial Property, and the total number of Lots under the Declaration increased accordingly. ***Exhibit A*** attached to the Declaration is hereby modified and amended to add to the land originally described on such ***Exhibit A*** of the Declaration, the Spiritas East Property described on ***Exhibit A*** attached hereto as if same was originally included in the Declaration.

3. Spiritas East Property Design Guidelines. For all purposes of the Declaration, as of the Effective Date, the Design Guidelines applicable to Lots within the Spiritas East Property, and the Spiritas East Property only, shall be as set forth in the construction and design guidelines provided on ***Exhibit B*** attached hereto and incorporated herein by reference (the "Spiritas East Design Guidelines"), as if same was originally included in the Declaration with respect to the Spiritas East Property only, and the construction and design guidelines provided in ***Appendix D*** attached to the Declaration are hereby modified with respect to the Spiritas East Property only and replaced with respect to the Spiritas East Property by ***Exhibit B*** attached hereto. In the event of a conflict between the provisions of the Spiritas East Design Guidelines and the Declaration regarding construction and design of dwellings or other improvements on the Lots within the Spiritas East Property, the Spiritas East Design Guidelines shall control. Notwithstanding the

foregoing, capitalized words and terms used in the Spiritas East Design Guidelines shall have the meanings ascribed to them in the Declaration as modified and amended hereby, where applicable.

4. Modifications to Certain Defined Terms. The Definitions in Article 1 of the Declaration are hereby modified in part as follows:

(a) Section 1.15 of the Declaration is hereby modified and amended to read in its entirety as follows:

“1.15 “Developer’s Agreement” shall mean and refer to (i) with respect to the Property originally described in the Declaration, that certain Spiritas Ranch Development Agreement dated to be effective February 2, 2021, by and between the City and Declarant, and recorded on February 5, 2021 under Instrument No. 22381 in the Real Property Records of Denton County, Texas, as may be modified, supplemented, or amended from time to time, and (ii) with respect to the Spiritas East Property annexed into the Property subject to the Declaration, that certain Spiritas East Development Agreement dated to be effective November 16, 2021 by and between the City and Centurion American Acquisitions, LLC (affiliate of Declarant), as may be modified, supplemented, or amended from time to time.”

(b) Section 1.24 of the Declaration is hereby modified and amended to read in its entirety as follows:

“1.24 “PID Homebuyer Disclosure and Homebuyer Education Program” means and refers to the disclosures and program set forth on Appendix “F” attached hereto required under the terms of the Development Agreement applicable to the applicable portion of the Property.”

(c) Section 1.29 of the Declaration is hereby modified and amended to read in its entirety as follows:

“1.29 “Public Improvement District” or “PID” means and refers to (i) with respect to the Property originally described in the Declaration, the Spiritas Ranch Public Improvement District now or hereafter created by the City pursuant to Chapter 372, Texas Local Government Code, as amended now or hereafter from time to time, pursuant to Resolution No. 0202202101 adopted on February 2, 2021. The Property is located within the boundaries of the PID, and (ii) with respect to the Spiritas East Property annexed into the Property subject to the Declaration, the Spiritas Ranch East Public Improvement District, now or hereafter created by the City pursuant to Chapter 372, Texas Local Government Code, as amended now or hereafter from time to time, pursuant to a resolution adopted by the City.”

5. Modifications to Construction and Use Provisions. The Construction and Use Provisions in Article 7 of the Declaration are hereby modified in part as follows:

(a) Section 7.5.4 of the Declaration is hereby modified and amended to read in its entirety as follows:

“7.5.4. Pooper Scooper. A Resident is responsible for the removal of his pet’s wastes from the Property. Each Owner is solely liable and responsible for picking up after their pet(s). If an issue or dispute arises between Owners regarding the removal of pet waste from the Property, the Association has no liability or obligation to involve itself in any such dispute between Owners. Unless the Rules provide otherwise, a Resident must prevent his pet from relieving itself on the Common Area, or the Lot of another Owner. The Association may levy fines up to \$300.00 per occurrence for any Owner who violates this section and does not comply with the rules as set forth herein. The Association is only required to deliver notice of this fine under Section 7.5.4 to a violating Owner via certified mail prior to levying any fine or charges against such Owner under this Section 7.5.4, and such fine shall be due and payable immediately upon receipt of such certified mail notice.”

(b) Section 7.5.5 of the Declaration is hereby modified and amended to read in its entirety as follows:

“7.5.5. Liability. An Owner is responsible for any property damage, injury, or disturbance caused or inflicted by an animal kept on the Lot. The Owner of a Lot on which an animal is kept is deemed to indemnify and to hold harmless the Board, the Association, and other Owners and Residents, from any loss, claim, or liability resulting from any action of the animal or arising by reason of keeping the animal on the Property. EACH OWNER BY ACCEPTANCE OF TITLE TO ITS LOT HEREBY RELEASES AND WAIVES THE ASSOCIATION, DECLARANT, THE BOARD AND/OR ITS MANAGING AGENT AND THEIR RESPECTIVE MEMBERS, EMPLOYEES, DESIGNEES, ADMINISTRATORS, INSPECTORS, CONTRACTORS, AND AGENTS, AND AGREES TO INDEMNIFY AND DEFEND SAME AND HOLD THEM HARMLESS FROM AND AGAINST ANY CLAIMS, LIABILITIES, LOSS, DAMAGE, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS’ FEES, IN CONNECTION WITH OR ARISING OUT OF ANY ACTIONS OR ATTACK BY OWNER’S PET OR BY ANY PET RESIDING ON AN OWNER’S LOT WITHIN THE SUBDIVISION. ALL BREEDS OF PETS THAT ARE DETERMINED TO BE AGGRESSIVE OR VICIOUS BREEDS BY THE BOARD OR ANY APPLICABLE GOVERNMENTAL AUTHORITY (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, PIT BULLS OR ROTTWEILERS) ARE STRICTLY PROHIBITED WITHIN THE SUBDIVISION AND ARE

DEEMED TO BE A NUISANCE AND SUBJECT TO REMOVAL  
PROVISIONS SET FORTH HEREIN.”

(c) Section 7.17 of the Declaration is hereby modified and amended to read in its entirety as follows:

“7.17 GARAGES. Without the Board’s prior written approval, the original garage area of a Residence may not be enclosed or used for any purpose that prohibits the parking of two (2) standard-size operable vehicles therein. Garage doors are to be kept closed at all times except when a vehicle is entering or leaving. The garage set back shall not be less than the applicable minimum front yard set-back for front entry garages or side yard set-back for side entry garages. All garages shall be front or side entry garages and garage doors shall be metal, patterned, and with a wood-like texture. Builder may have the option of cladding garage doors in stained wood upon written permission of the Architectural Reviewer.”

6. Membership and Voting Rights. Each Owner of a Lot within the Spiritas East Property shall automatically be, and must remain, a Member of the Association so long as such person or entity is an Owner, as provided in the Declaration.

7. Assessments. An Assessment Lien is hereby created and reserved in favor of the Association to secure the collection of Assessments as provided in the Declaration, and as provided for, authorized, or contemplated herein. Each Owner of a Lot within the Spiritas East Property, by acceptance of a deed or other conveyance or transfer of legal title to a Lot, whether or not it shall be so expressed in any such deed or other conveyance or transfer, shall be deemed to have covenanted and agreed to pay to the Association, or to an independent entity or agency which may be designated by the Association to receive such monies, Assessments as provided in the Declaration. Until and unless otherwise determined by the Board, the annual assessment for Lots in the Spiritas East Property shall be the same as that charged to all other Lots within the Property.

8. Spiritas East Common Area. The Association shall maintain the Common Areas located within the Spiritas East Property, including, without limitation, any landscape buffer, open space and other improvements which may be located on the Common Area within the Spiritas East Property. Common Areas to be owned and/or maintained by the Association may also be set forth on the Final Plat. Common Area dedicated by plat may hold the same or greater proof of ownership for the Association as that of a deed or any other written convenience of the land or property to the Association.

9. No Other Effect. Except as expressly amended by this Supplement, the terms and provisions of the Declaration are not amended, modified, or supplemented, and the Declaration, as amended hereby, are hereby supplemented and amended by the Declarant as set forth herein.

10. Severability. Invalidity of any one provision of this Supplement by judgment or court order shall in no way affect any other provision of this Supplement or the remainder of this Supplement which shall remain in full force and effect. Furthermore, in lieu of each such illegal,

invalid, or unenforceable provision, there shall be added automatically as a part of this Supplement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

11. Headings. The headings contained in this Supplement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Supplement.

REMAINDER OF PAGE LEFT BLANK - SIGNATURE PAGE FOLLOWS


IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed to be effective as of the Effective Date.

**DECLARANT:**

**MM LITTLE ELM 548, LLC,**  
a Texas limited liability company

By: MMM Ventures, LLC,  
a Texas limited liability company  
its Manager


By: 2M Ventures, LLC,  
a Delaware limited liability company,  
its Manager

By:   
Mehrdad Moayed, Manager

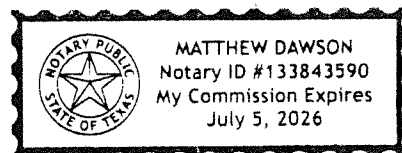
STATE OF TEXAS       §  
                                  §  
COUNTY OF Dallas   §

BEFORE ME, the undersigned authority, on this day personally appeared Mehrdad Moayed, Manager of 2M Ventures, LLC, a Delaware limited liability company, the manager of MMM Ventures, LLC, a Texas limited liability company, the manager of MM LITTLE ELM 548, LLC, a Texas limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said entity(ies), and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 23<sup>rd</sup> day of February, 2024.

  
Notary Public, State of Texas

[SEAL]



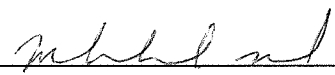


**FEE OWNER**

MM LITTLE ELM 43, LLC,  
a Texas limited liability company

By: MMM Ventures, LLC,  
a Texas limited liability company  
its Manager

By: 2M Ventures, LLC,  
a Delaware limited liability company,  
its Manager

By:   
Mehrdad Moayedi, Manager

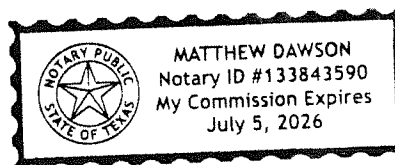
STATE OF TEXAS       §  
                                  §  
COUNTY OF Dallas   §

BEFORE ME, the undersigned authority, on this day personally appeared Mehrdad Moayedi, Manager of 2M Ventures, LLC, a Delaware limited liability company, the manager of MMM Ventures, LLC, a Texas limited liability company, the manager of MM LITTLE ELM 43, LLC, a Texas limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said entity(ies) and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 23<sup>rd</sup> day of February, 2024.

  
Notary Public, State of Texas

[SEAL]



## **EXHIBIT A**

### **LEGAL DESCRIPTION OF THE SPIRITAS EAST PROPERTY**

#### **SPIRITAS EAST**

#### **38.719 ACRES**

**BEING** that certain tract of land situated in the Marsella Jones Survey, Abstract No. 662, in the Town of Little Elm, Denton County, Texas, and being part of that certain called 43.823 acre tract of land described in a Warranty Deed to MM Little Elm 43, LLC, recorded in Instrument No. 2021-221320, of the Real Property Records of Denton County, Texas (RPRDCT), part of that certain called 523.172 acre tract of land described in a Special Warranty Deed with Vendor's Lien to MM Little Elm 548, LLC, recorded in Instrument No. 2020-123025, RPRDCT, and part of that certain called 0.1948 acre (8487 square feet) tract of land described as Tract 1 in Release of Easement from the State of Texas recorded in Instrument No. 2023-54674, RPRDCT, and being more particularly described by metes and bounds as follows:

**BEGINNING** at a 5/8-inch iron rod with cap stamped "COBB-FENDLEY" found at the northeast corner of said MM Little Elm 43 tract and being located on the southerly right-of-way line of US Highway No. 380 (variable width right-of-way), said southerly right-of-way line according to deed to the State of Texas recorded in Volume 315, Page 504, RPRDCT and also being located in the westerly "Take Line" of Lake Lewisville;

**THENCE** with said westerly "Take Line" of Lake Lewisville, the following courses:

South 27°07'16" West, passing at a distance of 5.32 feet a U.S. Army Corps of Engineers (USACOE) monument found, continuing with said "Take Line" in all, a total distance of 875.53 feet to a USACOE monument found for corner;

South 40°18'51" West, a distance of 544.09 feet to a USACOE monument found for corner;

South 09°54'29" East, a distance of 217.10 feet to a USACOE monument found for corner;

South 57°22'24" West, a distance of 298.04 feet to a USACOE monument found for corner;

North 82°50'29" West, a distance of 641.93 feet to a USACOE monument (K-923-9) found for corner;

North 05°25'44" East, a distance of 396.40 feet to concrete monument (no disk) found for corner;

And South 42°17'36" West, a distance of 385.19 feet to a USACOE monument found for corner, said monument being the most southerly corner of said MM Little Elm 43, LLC tract, and being located on the easterly line of said MM Little Elm 548 tract;

**THENCE** North 05°42'19" East, with said easterly line, passing at a distance of 621.88 feet a 5/8-inch iron rod found at the northwest corner of said MM Little Elm 43 tract, and continuing over and across said MM Little Elm 548, LLC tract, in all, a total distance of 687.93 feet to a 5/8-inch iron rod with cap stamped "BCG #10194538" set for corner;

**THENCE** continuing over and across said MM Little Elm 548, LLC tract, and said MM Little Elm 43, the following courses:

South 87°50'18" East, a distance of 158.63 feet to a 5/8" iron rod with cap stamped "BCG #10194538" set for corner;

South 84°22'49" East, a distance of 5.56 feet to a 5/8" iron rod with cap stamped "BCG #10194538" set for corner;

North 05°37'11" East, a distance of 165.00 feet to a 5/8" iron rod with cap stamped "BCG #10194538" set for corner;

North 84°22'49" West, a distance of 2.24 feet to a 5/8" iron rod with cap stamped "BCG #10194538" set for the beginning of a tangent curve to the left;

And northwesterly, with said curve which has a central angle of 00°22'56", a radius of 275.00 feet, a chord that bears North 84°34'17" West, a chord distance of 1.84 feet, and an arc distance of 1.84 feet;

**THENCE** North 03°11'21" East, with the east line of said MM Little Elm 548, LLC tract, and the east line of that certain tract of land described in deed to Spiritas Ranch Enterprises recorded in Volume 2737, Page 126, RPRDCT, a distance of 423.92 feet to a 5/8" iron rod with cap stamped "BCG #10194538" set for corner;

**THENCE** departing said east line of the Spiritas Ranch Enterprises tract, and over and across said MM Little Elm 43 tract, the following courses to a 5/8" iron rod with cap stamped "BCG #10194538" set for corner:

South 84°22'49" East, a distance of 502.61 feet;

And North 05°15'54" East, a distance of 200.74 feet to a 5/8" iron rod with cap stamped "BCG #10194538" set for corner in said south right-of-way line of US Highway No. 380;

**THENCE** South 84°36'22" East, with said south right-of-way line of US Highway No. 380, a distance of 80.00 feet to a 5/8" iron rod with cap stamped "BCG #10194538" set for corner;

**THENCE** departing said south right-of-way line of US Highway 380, and over and across said MM Little Elm 43 tract, the following courses to a 5/8" iron rod with cap stamped "BCG #10194538" set for corner:

South 05°15'54" West, a distance of 201.00 feet;

South 87°10'23" East, a distance of 514.31 feet;

And North 01°53'44" East, a distance of 209.31 feet, said iron rod being located on said south right-of-way line of US Highway No. 380;

**THENCE** South 88°16'39" East, with said south right-of-way line of US Highway No. 380, a distance of 50.00 feet to a 5/8" iron rod with cap stamped "BCG #10194538" set for corner;

**THENCE** departing said south right-of-way line of US Highway 380, and over and across said MM Little Elm 43 tract, the following courses to a 5/8" iron rod with cap stamped "BCG #10194538" set for corner:

South 01°53'44" West, a distance of 210.27 feet;

South 87°10'23" East, a distance of 52.86 feet;

North 41°38'43" East, a distance of 60.89 feet;

North 41°48'16" East, a distance of 45.80 feet;

North 43°25'46" East, a distance of 25.15 feet;

North 51°51'09" East, a distance of 24.67 feet;

North 54°02'19" East, a distance of 12.14 feet;

North 48°36'19" East, a distance of 10.43 feet;

North 37°47'16" East, a distance of 9.58 feet;

North 15°43'13" East, a distance of 5.97 feet;

North 12°02'26" East, a distance of 10.27 feet;

North 00°46'57" West, a distance of 14.90 feet;

North 11°51'34" West, a distance of 38.07 feet;

And North 14°47'27" West, a distance of 5.08 feet, said iron rod being located in said south right-of-way line of US Highway No. 380;

**THENCE** South 88°16'39" East, with said south right-of-way line of US Highway No. 380, a distance of 233.53 feet to the POINT OF BEGINNING, containing an area of 38.719 acres of land.

## EXHIBIT B

### DESIGN GUIDELINES – SPIRITAS EAST

#### **PART ONE:**

**SECTION 1.1 FLAGS AND FLAGPOLES. ALL FLAGS, REGARDLESS OF SIZE OR PLACEMENT, AND FLAGPOLES MUST HAVE THE PRIOR WRITTEN CONSENT OF THE ARCHITECTURAL REVIEWER/ACC. NO DISPLAY OR INSTALLATION OF A FLAG OR FLAGPOLE IS ALLOWED WITHOUT WRITTEN CONSENT. THE ASSOCIATION THOROUGH ITS BOARD AND/OR THE ACC RESERVES THE RIGHT TO REMOVE ANY UNAUTHORIZED FLAG WITHOUT NOTICE OR CONSENT OF THE OWNER.**

- 1.1.1 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.
- 1.1.2 The flag of the United States must be displayed in accordance with 4 U.S.C. Sections 5-10.
- 1.1.3 The flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code.
- 1.1.4 Any freestanding flagpole, or flagpole attached to a Residence, shall be constructed of permanent, long-lasting materials. The materials used for the flagpole shall be harmonious with the Residence, and must have a silver finish with a gold or silver ball at the top. The flagpole must not exceed three (3) inches in diameter. Limitations as to size and placement may be exercised when setbacks and limited yard space are a factor.
- 1.1.5 The display of a flag, or the location and construction of the supporting flagpole, shall comply with Applicable Zoning, easements, and setbacks of record.
- 1.1.6 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.
- 1.1.7 Only one flagpole will be allowed per Lot. No such limitation applies in Common Areas. A flagpole can either be securely attached to the face of the Residence (no other structure) or be a freestanding flagpole. A flagpole attached to the Residence may not exceed 4 feet in length. A freestanding flagpole may not exceed twenty (20) feet in height. Any freestanding flagpole must be located in either the front

yard or backyard of a Lot, and there must be a distance of at least five (5) feet between the flagpole and the property line.

- 1.1.8 Any flag flown or displayed on a freestanding flagpole may be no smaller than 3'x5' and no larger than 4'x6'.
- 1.1.9 Any flag flown or displayed on a flagpole attached to the Residence may be no larger than 3'x5'.
- 1.1.10 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 flagpole removed until Owner resolves the noise complaint.
- 1.1.11 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 Residence. Neighbor complaints regarding flag illumination are a basis to prohibit further illumination until Owner resolves complaint.
- 1.1.12 Flagpoles shall not be installed in any Common Area or property maintained by the Association except by Declarant developing the initial improvements within such Common Area.
- 1.1.13 All freestanding flagpole installations must receive prior written approval from the Declarant, the ACC or other reviewing authority established under the Declaration.

**SECTION 1.2 GUTTERING, RAIN BARRELS OR RAINWATER HARVESTING SYTEMS. SPECIFIC APPROVAL IN WRITING FROM THE ARCHITECTURAL REVIEWER/ACC IS REQUIRED.**

- 1.2.1 All Residences shall be fully guttered with copper, galvanized steel, aluminum or painted if exposed to the Street or any Common Area. This requirement applies regardless of whether rain barrels or rain water harvesting systems are installed on the Lot.
- 1.2.2 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, the ACC or other reviewing authority established under the Declaration.

- 1.2.3 Rain barrels may not be installed upon or within the Common Areas, except by Declarant installing the initial improvements within such Common Area, or with written approval of the Declarant or ACC.
- 1.2.4 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 Owner's Residence and an adjoining or adjacent street.
- 1.2.5 The rain barrel must be of color that is consistent with the color scheme of the Owner's Residence and may not contain or display any language or other content that is not typically displayed on such rain barrels as manufactured.
- 1.2.6 Rain barrels may be located in the back-yard of Lot so long as such rain barrel(s) may not be seen from a street, another Lot or any Common Area.
- 1.2.7 In the event the installation of Rain Barrels in the back-yard of an Owner's property in compliance with paragraph 1.2.6 above is impossible, the Declarant, the ACC or other reviewing authority established under the Declaration 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. **The owner must have sufficient area on their Lot to accommodate the Rain Barrels.**
- 1.2.8 Rain Barrels must be properly maintained at all times or removed by the Owner.
- 1.2.9 Rain Barrels must be enclosed or covered.
- 1.2.10 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, at such Owner's sole cost and expense.

### **SECTION 1.3 CERTAIN RELIGIOUS DISPLAYS**

- 1.3.1 By statute, an Owner is allowed to display or affix the Owner's Lot or occupant's Residence one or more religious items, the display of which is motivated by the Owner's or Resident's sincere religious belief. Such display is limited according to the provisions contained herein.
- 1.3.2 If displaying or affixing of a religious item on the Owner's Lot or occupant's Residence violates any of the following covenants, the Association may remove the item displayed:
  - (1) threatens the public health or safety;
  - (2) violates a law other than a law prohibiting the display of religious speech;
  - (3) contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content;

- (4) is installed on property:
  - (A) owned or maintained by the Association; or
  - (B) owned in common by members of the Association;
- (5) violates any applicable building line, right-of-way, setback or easement; or
- (6) is attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.

- 1.3.3 No Owner or Resident is authorized to use a material or color for an entry door or door frame of the Owner's or occupant's Residence or make an alteration to the entry door or door frame that is not authorized by the Declaration or otherwise expressly approved by the Declarant, the Architectural Reviewer or other reviewing authority established under the Declaration.

## SECTION 1.4 SOLAR PANELS

- 1.4.1 **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, the ACC or other reviewing authority established under the Declaration. Owners desiring to install solar panels will be held 100% responsible for any damage or compromise to the roof or structure. The Association will not be responsible for any costs of repairs associated with the installation or use of solar panels.**
- 1.4.2 Solar Panels may not be installed upon or within Common Areas or any area which is maintained by the Association, except by Declarant developing the initial improvements within such Common Area, or with written approval of the Declarant or ACC.
- 1.4.3 Solar Panels may only be installed on designated locations on the roof of a Residence, on any structure allowed under any subdivision or Association dedicatory instrument, or within any fenced rear-yard or fenced-in patio of an Owner's Lot, but only as allowed by the Declarant, the ACC or other reviewing authority established under the Declaration. **Solar Panels may not be installed on the front elevation of the Residence.**
- 1.4.4 If located on the roof of a Residence, Solar Panels shall:
- (1) not extend higher than or beyond the roofline;
  - (2) conform to the slope of the roof;
  - (3) have a top edge that is parallel to the roofline; and
  - (4) have a frame, support bracket, or wiring that is black or painted to match the color of the roof tiles or shingles of the roof. Piping must be painted to match the surface to which it is attached, i.e. the soffit and wall. Panels must blend with the color of the roof to the greatest extent possible.



- 1.4.5 If located in the fenced rear-yard or patio, Solar Panels **shall not** be taller than the fence line or visible from any adjacent Lot, Common Area or Street.
- 1.4.6 The Declarant, the ACC or other reviewing authority established under the Declaration may deny a request for the installation of Solar Panels if it determines that the placement of the Solar Panels, as proposed by the Owner, will create an interference with the use and enjoyment of any adjacent Lot or Common Area.
- 1.4.7 Owners are hereby placed on notice that the installation of Solar Panels may void or adversely affect roof warranties. 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.
- 1.4.8 Solar Panels must be properly maintained at all times or removed by the Owner.
- 1.4.9 Solar Panels which become non-functioning or inoperable must be removed by the Owner.

## **SECTION 1.5 CERTAIN ROOFING MATERIALS**

- 1.5.1 Roofing shingles covered by this Section 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").
- 1.5.2 Roofing Shingles allowed under these Guidelines shall:
  - (1) resemble the shingles used or otherwise authorized for use in the Property;
  - (2) be more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use in the Property; and
  - (3) match the aesthetics of other roofs throughout the Subdivision and surrounding properties.
- 1.5.3 The Owner is responsible for the maintenance and repairs to the roof of its Residence. An Owner shall not make any repairs or improvements without requesting permission. Any alteration performed by an Owner without prior written approval will result in the Owner being one hundred percent (100%) responsible for any repair or maintenance that result. The responsible party shall be responsible for accrediting, certifying and demonstrating to the Declarant, the ACC or other reviewing authority established under the Declaration that the proposed installation is in full compliance with paragraphs 1.5.1 and 1.5.2 above.
- 1.5.4 Roofing Shingles shall be installed only after receiving the written approval of the Declarant, the ACC or other reviewing authority established under the Declaration.

1.5.5 Owners are hereby placed on notice that the installation of Roofing Shingles may void or adversely affect other warranties.

1.5.6 Roof Materials. A minimum of 6:12 roof pitch is required. Some other roof pitches may be allowed but, shall require the prior written approval of the Architectural Reviewer. Shingles shall consist of composition shingles however; other roofing materials such as standing seam metal roofs over garage structures may be considered and shall require the prior written approval of the Architectural Reviewer before use. Composition roofs require a minimum twenty (20) year warranty shingle or equivalent. Color of shingles shall be driftwood or gray in color. Other colors shall require the prior written consent of the Architectural Reviewer prior to use. Other roofing material shall not be used without the express written approval of the Architectural Reviewer. All roofing materials must be fireproof and conform to City requirements, and are subject to approval of the Architectural Reviewer. Roof materials shall in any event be in compliance with the Design Guidelines and the Declaration. Dormers above roof structure and roofing materials may be finished with an approved exterior grade siding material.

## SECTION 1.6 SIGNAGE

1.6.1 No sign or signs of any kind or character shall be displayed to the Streets or otherwise to the public view on any Lot or Common Area, except for the Declarant's signs or Builders' signs approved by the Declarant for such Declarant's Property, and except that:

(A) Any Builder, during the applicable initial construction and sales period, may utilize two (2) professionally fabricated signs (of not more than six [6] square feet in size) per Lot for advertising and sales purposes, and two (2) professionally fabricated signs (of not more than thirty-two [32] square feet in size) in the Property advertising a model home or advertising the Subdivision, provided that such signs shall first have been approved in writing by the Architectural Reviewer;

(B) A professionally fabricated "for sale" or "for rent" or "for lease" sign (of not more than six [6] square feet in size) may be utilized by the Owner of a Lot for the applicable sale or rent situation, ONLY providing that such sign first shall have been approved in writing by the Architectural Reviewer and provided further that no "for rent" or "for Lease" signs shall be permitted to be place on a Lot in the two (2) year period immediately following the first sale of a Residence to an end-use homebuyer;

(C) Development related signs owned or erected by Declarant (or any Builder with Declarant's prior written consent) shall be permitted;

(D) Signs displaying the name of a security company shall be permitted, provided that such signs are (i) ground mounted, (ii) limited to one (1) in number per Lot, and (iii) of a size not in excess of two (2) square feet in size;

(E) Each Owner may display flags on or at a Residence in conformity with Section 1.1 of these Design Guidelines, and otherwise a manner otherwise consistent with the covenants, conditions and restrictions contained in the Declaration. Owners should

keep in mind the close proximity of other Owners and/or businesses. Some flags may not be conducive to the aesthetic harmony of the neighborhood, street or block upon which the Residence is located. The Architectural Reviewer reserves the right to request the prompt removal of flags and should the Owner not comply, the Architectural Reviewer reserves the right to remove the flag. Such removal shall not constitute trespassing and the Architectural Reviewer or the Association shall not be responsible for the return of or replacement of flag in the event of damage or loss;

(F) Each Residence may display up to two (2) spirit signs or other signs in support of athletic events and/or teams during the applicable sport season which are not otherwise consistent with the covenants, conditions and restrictions contained in the Declaration; and

(G) Seasonal decorations (including lights, lawn ornamentation, flags and banners) may not be displayed without the express written consent of the Architectural Reviewer. You may not individualize the outside of your Residence without permission. If approved, use may not exceed four (4) weeks during the applicable season and provided that such decoration is in any event consistent with the covenants, conditions and restrictions contained in this Declaration and do not constitute or cause disharmony among the Owners or businesses surrounding the Residence and must be removed within ten (10) days following the applicable season or holiday; and

(H) One (1) sign for each candidate and/or ballot item on advertising such political candidate(s) or ballot item(s) for an election shall be permitted in accordance with Section 259.002 of the Texas Election Code, provided that:

(i) such signs may not be displayed (A) prior to the date which is ninety (90) days before the date of the election to which the sign relates, and (B) after the date which is ten (10) days after that election date;

(ii) such signs must be ground-mounted; and

(iii) such signs shall in no event (A) contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component, (B) be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object, (C) include the painting of architectural surfaces, (D) threaten the public health or safety, (E) be larger than four feet (4') by six feet (6'), (F) violate a law, (G) contain language, graphics, or any display that would be offensive to the ordinary person, or (H) be accompanied by music or other sounds or by streamers or is otherwise distracting to motorists.

## **PART TWO:**

### **SECTION 2.1 DESIGN AND CONSTRUCTION MATERIALS**

2.1.1 Residence Square Footage and Height. The minimum square footage of air conditioned living space of a Residence must conform to the applicable City requirements, Applicable Zoning, and Plat. The minimum square footage of Residences constructed on 40' Lots shall be 1,800 square feet (exclusive of garages, breezeways and porches); provided, however, no more than ten percent (10%) of the Residences on 40' Lots may be a minimum of 1,500 square feet (exclusive of garages, breezeways and porches). The minimum square footage of Residences constructed on 50' Lots shall be 2,000 square feet (exclusive of garages, breezeways and porches); provided, however, no more than ten percent (10%) of the Residences on 50' Lots may be a minimum of 1,800 square feet (exclusive of garages, breezeways and porches). The maximum building height of a Residence shall be thirty-five feet (35') or 2-½ stories.

2.1.2 Minimum Lot Dimensions, Lot Area, Set Back and Yard Restrictions. The minimum Lot width for 40' Lots shall be forty feet (40') measured at the front building line. The minimum lot area for 40' Lots shall be 4,500 square feet. The minimum Lot width for 50' Lots shall be fifty feet (50') measured at the front building line. The minimum lot area for 50' Lots shall be 5,650 square feet. The minimum front yard setback is twenty feet (20'). The minimum rear yard setback is twenty feet (20'), exclusive of outdoor areas such as patios and outdoor kitchens). The minimum interior side yard setback is five feet (5'). The minimum street side yard setback is fifteen feet (15') from the side Lot boundary line shared with the adjacent Street. Some forty foot (40') Lots may be deemed for use as "Courtyard Lots" which shall have a minimum Lot area of 5,000 square feet and a minimum rear yard setback of ten feet (10'). Builders must identify to the Architectural Reviewer at the time of submittal of plans if the Lot qualifies as a "Courtyard Lot." All setbacks shall comply with the Plat and all applicable City ordinances and restrictions. Builder shall be responsible for compliance with the minimum set back and all front and rear yard restrictions.

2.1.3 Exterior Materials. **The front façade of the exterior walls (excluding doors and windows) of each Residence constructed or placed on a Lot shall have the minimum City required coverage or a minimum of 100% masonry finishing material (brick, stone, cast stone or a combination thereof) and must otherwise be in compliance with this Declaration and these Design Guidelines. The overall exterior walls (excluding doors and windows) of each Residence constructed or placed on a Lot shall have the minimum City required coverage or a minimum of 85% masonry and must otherwise be in compliance with this Declaration and these Design Guidelines.** No material on the exterior of any building or other improvement except approved hardboard or stucco, shall be stained or painted without the prior written approval of the Architectural Reviewer. No materials other than the following may be used in the exterior construction of a Residence constructed on a Lot (excluding roofing materials, window frames and exterior fixtures): brick, brick veneer, stone, cast stone, and up to fifteen percent (15%) stucco or hardi-plank on facades **NOT** facing a Street, exclusive of windows, doors, dormers and gables over the entrance of an extended garage or any wall area above a first floor roof where the exterior masonry veneer cannot directly bear upon the foundation (for example wall area above a shed roof or an attached garage) notwithstanding, the interior courtyard and alley facing wall areas may include hardi-plank as an acceptable form of masonry material. Cementitious fiberboard or engineered wood may constitute up to fifty percent (50%) of the exterior facades of stories other than the first floor of Residences if the overall eighty-five percent (85%) masonry requirement is maintained. All wood, hardi-plank or stucco used on the exterior

of a Residence must be painted or stained in a color compatible with the exterior design and materials used in the exterior construction of such Residence, and as approved by the Architectural Reviewer. All front elevations of Residences shall use more than one type of masonry construction in a variety of patterns.

Materials other than those listed above may be appropriate for architectural trim and accent applications only including but not limited to: cornices and decorative brackets, frieze panels, decorative lintels, shutters, and porch or balcony railings and is subject to the approval of the Architectural Reviewer. Furthermore, the Architectural Reviewer may approve stucco as a primary material for Residences designed with a specific architectural style including Mediterranean, Spanish, southwest or modern as may be appropriate for such style; provided that all elements of the architectural style shall be consistently incorporated, including composition roof or clay tile roof typical of that style; and provided further that no more than three (3) Residences per block face may have primarily stucco exterior walls. Elevations with no discernable style that disregard the required masonry requirements will not be approved by the Architectural Reviewer.

2.1.3.1 All chimney and fireplace flues, if applicable, shall be enclosed and finished and portions located above the roof structure and roofing materials shall be finished as required by the Design Guidelines or applicable ordinances of the City, provided that in any event such exterior portions of the chimney visible from the adjacent Street or Common Area (at grade level) shall be finished with one hundred percent (100%) masonry materials matching that of the primary structure. Exposed pre-fabricated metal flue piping is prohibited. Chimney flues not visible from the street may be enclosed by materials approved by the building code for exterior exposure and in compliance with the flue manufacturer's recommendations.

2.1.3.2 Garage doors shall be metal, patterned with a wood-like texture or may be stained cedar, redwood, spruce, fir or other hardwood. Each Residence erected on a Lot shall provide off-street parking space (inclusive of garage space) for a minimum of two (2) automobiles. Garages may not be used for a living quarters or business and must remain close at all times when not in use. Garage doors must be maintained in good condition. Garages may either face the front street or side street (for corner Lots) adjacent to a Lot. Any kind of screen, curtains, or other apparatuses to garage doors are strictly prohibited.

2.1.3.3 Residences shall be designed in a manner that enhances the front door of a Residence rather than a garage door and shall include one of the following: (a) front porch, (b) columns, gateways or articulation, or (c) other "gifts to the street" as described in Section 2.6.3 below. Some front porches of Residences shall be bricked.

## **SECTION 2.2 LANDSCAPING:**

Upon completion of each Residence, the following landscape elements shall be installed prior to occupancy of the Residence. **No synthetic or fake sod, plants, flowers or trees are allowed:**

2.2.1 Sod/Irrigation: The front yard of each Lot shall have full sod installed with the exception of any paved areas of the Lot. All Lots must have underground irrigation systems installed providing coverage for all non-paved areas of the Lot in accordance with City requirements, and specifically include, without limitation, irrigation of Trees or Street Trees located within any public right-of-way adjacent to the Lot. Drip irrigation systems or an acceptable alternative must be installed in the front planter beds and tree wells as applicable by city ordinances. Some hardscape landscaping which may include the use of river rock shall be allowed with written approval of the Architectural Reviewer in certain beds or areas where the regular and healthy growth of plants or trees will be difficult due to lack of sun or soil depth.

2.2.2 Trees: At least one (1) ornamental tree of a minimum 3"-caliper, and at least two (2) total trees with a minimum of 6"-caliper in the aggregate shall be planted within each Lot within the Property for which a building permit has been issued. The Association shall maintain all landscaping required by the City within Common Areas of the Subdivision. All trees installed on a Lot or Common Areas to meet the landscaping requirements set forth herein or promulgated by the City for such Lot shall be selected from the City approved list of shade trees. Trees located on corner Lots which may impede line of sight must maintain a canopy a minimum of nine (9) feet above grade. Owner shall promptly notify the Association or its managing agent of any signs of distress in trees or of need for trimming.

2.2.3 Shrubbery and Planting Beds: Each Lot shall have the minimum number of shrubs as required by applicable City ordinance in a mulched planting bed; edging to separate the sod and bed is preferred but, not mandatory. Each planting bed shall also contain a minimum of twelve (12) one (1) gallon ground cover plants and twelve (12) three (3) gallon shrubs, and depending on the bed size, this number may be adjusted by the Builder upon written permission from the Architectural Reviewer, but may not fall below the minimum landscaping requirements of the City.

2.2.4 Initial Installations and Maintenance. Upon completion of any Residence within the Property and prior to the final inspection, the Builder must comply with any landscaping regulations, if applicable, according to the specifications outlined in these Design Guidelines and/or City ordinances (exceptions as to timing may be granted at the sole discretion of the Declarant and/or the Association due to inclement weather). All the trees in the Common Areas are the responsibility of the Association to maintain at the sole discretion of the Association. The minimum clearance of any overhanging vegetation over any sidewalk shall be nine (9) feet.

2.2.5 Trees. Trees shall be planted in locations approved by the City or authorized designee of the City or as stipulated by Declarant or Architectural Reviewer.

## **SECTION 2.3 FENCES:**

2.3.1 Wooden Fencing: Front fencing of the Residences is not allowed. No vinyl or chain link fencing allowed. All wooden fencing shall be stained and preserved as follows:

Manufacturer: Sherwin Williams

Color: Banyan Brown – Apply per instructions

Fences must be kept in good repair at all times. Broken fences and/or pickets must be repaired. Fallen fence panels must be repaired. All Lots must be fully fenced on all sides. Leans in fences of more than five inches (5”) must be repaired. Fences with faded or fading stain must be re-stained to maintain consistency of color and aesthetic appearance at all times.

2.3.2 Fencing Between Lots. The side and rear yard areas of each Lot shall be fenced beginning at least five (5’) feet from the front façade of a Residence on a Lot. All fencing on a Lot that is on a boundary shared with another Lot shall be no less than six feet (6’) in height from grade, and shall be constructed of cedar board on board with a top cap and steel posts. Posts must not be visible on any fence facing the street or Common Area. Wood fencing shall be board-on-board, planks shall be at least 5/8” thick and maintain at least one inch (1”) gap between the ground and wood to prevent rotting or decay. Vertical posts spacing should be no more than eight feet (8’) on center or less and set in concrete post footings of a minimum of 24” deep for six foot (6’) high fences. All fencing shall include a top cap, and be stained with the color specified above at Section 2.3.1. Refer to Exhibit Attachment 2.3.2 attached for a diagram.

2.3.3 Fencing Adjacent to Common Areas and Open Space. All fences installed adjacent to open space Common Areas or public land (including, any a floodplain, creek, or dedicated open space) as shown on the diagram attached hereto on Exhibit Attachment 2.3.3 shall be black tubular steel or ornamental metal of a design consistent with Exhibit Attachment 2.3.3.

2.3.4 Pool Enclosures. The design and appearance of any “swimming pool enclosure” (as defined below) that is visible from the Street or Common Area adjacent to the Lot on which such swimming pool enclosure is located must be six feet (6’) or less in height, black in color, and consist of transparent mesh set in metal frames, unless otherwise approved in writing by the Architectural Reviewer. In no event shall the Architectural Reviewer prohibit or restrict an Owner from installing on such Owner’s Lot a swimming pool enclosure that conforms to applicable state or local safety requirements. A “swimming pool enclosure” means and refers to a fence that (1) surrounds a water feature, including a swimming pool or spa located on a Lot; (2) consists of transparent mesh or clear panels set in metal frames; (3) is not more than six feet (6’) in height; and (4) is designed to not be climbable.

2.3.5 Security Measures. Any security fencing installed on an Owner’s Lot as a security measure under Section 202.023 of the Texas Property Code, as amended:

- (a) shall be no higher than eight (8) feet from grade,
- (b) to the extent located within the front yard area of an Owner’s Lot, must be open and constructed of ornamental metal or wrought iron materials that allow the front façade of the residence on such Owner’s Lot to remain visible from the street through such fencing and be of a design approved by the Architectural Reviewer and also Declarant during the Development Period,
- (c) to the extent located within the front yard area of an Owner’s Lot, shall not include or be constructed or installed with screening material, landscape screening, chain link, razor wire, electrification, or barbed wire,

(d) shall not be placed in a manner that obstructs (i) a licensed areas, (ii) a sidewalk in the public right-of-way or otherwise installed for public community use, or (iii) a drainage easement or drainage area,

(e) in the event such fencing includes a driveway gate, such driveway gates shall be located at least ten feet (10') from the right-of-way if the driveway intersects with a landed roadway,

(f) shall not be constructed in front of the front-most facing building line of the residence on a Lot unless (i) the Owner's residential address is exempt from public disclosure by state or federal law, or (ii) the Owner provides the Board documentation from a law enforcement agency of the Owner's need for enhanced security measures, and

(g) such fencing shall otherwise be constructed, installed and maintained in compliance with any and all governmental requirements, including permit requirements.

No Owner shall place security cameras in any place other than the Owner's own Lot. The "front yard area" with respect to a Lot shall mean the area between the front façade of the residence on such Lot and the public street or right-of-way in front of such Lot.

## **SECTION 2.4 OTHER REQUIREMENTS**

2.4.1 City Ordinances. All Lots, Common Areas, Residences and/or other structures developed, constructed and/or installed within the Property shall conform to the requirements set forth in the Declaration and Design Guidelines established by the Association and any City ordinance to the extent the foregoing or any other restrictions set forth in this Declaration are not more restrictive. Building elevations shall be developed in general conformance with the architectural style set forth in the building elevations approved by the City and Architectural Reviewer.

2.4.2 Screening and Hardscape. Screening on the property shall be developed in general conformance with the hardscape plans approved by the City. All screening walls and fences shall be located on the property line and include a mow strip and compliment the material on the main structure. Initial screening and hardscape improvements on a Lot shall be the responsibility of the Declarant or Builders to install however, thereafter, the responsibility for maintenance and upkeep of all screening and hardscape shall belong to the Association.

## **SECTION 2.5 MAILBOXES**

2.5.1 Mailboxes shall be cluster mailboxes of a type and design as may be approved by the Declarant, the Architectural Reviewer, and the U.S. Postal Service. All design, placement, and construction must be in accordance with any applicable guidelines and/or requirements of the City and/or United States Postal Service.

## **SECTION 2.6 ARCHITECTURAL FEATURES**



2.6.1 Elevation Repetition. The elevation of a Residence shall not be repeated on the Lot immediately across the Street from such Residence or any Lot within four (4) Lots in either direction on the same side of the Street.

2.6.2 Front Door Enhancements. Residences shall be designed in a manner that enhances the front door of Residences rather than the garage door and shall include at least one of the following features: front porch, columns/gateway/articulation, or other “Gifts to the Street” described in Section 2.6.3 below.

2.6.3 Gifts to the Street. All Residences shall include decorative driveway paving and at least three (3) of the following below listed design features (“Gifts to the Street”):

- (a) Garage door(s) with hardware;
- (b) Carriage style garage door(s) with hardware;
- (c) Architectural pillars or posts;
- (d) Bay window(s);
- (e) Brick chimney on exterior wall;
- (f) Cast stone accents;
- (g) Covered front porches (minimum of 30 square feet covered by main roof or an architectural extension);
- (h) Cupulas or turrets;
- (i) Dormers or gables;
- (j) Garage door not facing the street (I-swing garage style);
- (k) Roof accent upgrades (e.g. metal, tile, slate, solar tiles);
- (l) Recessed entries a minimum of three feet deeper than main front facade;
- (m) Greater than 6:12 primary roof pitch, or variable roof pitches;
- (n) Transom windows;
- (o) Shutters;
- (p) 8' Front door;
- (q) Colored mortar;
- (r) Brick smaller than “King Size;”
- (s) Masonry arches;
- (t) Mixed masonry patterns (over and above what is required by Applicable Zoning);
- (u) Hanging or Coach lights at entrances;
- (v) Decorative attic or gable feature, minimum two square feet in size (e.g. vent, window, brick detail);
- (w) Divided Light Windows on the front;
- (x) Colored Windows - tan or black;
- (y) Decorative Hardware on front door or sconces next to front door; and/or
- (z) Exposed rafter tails.

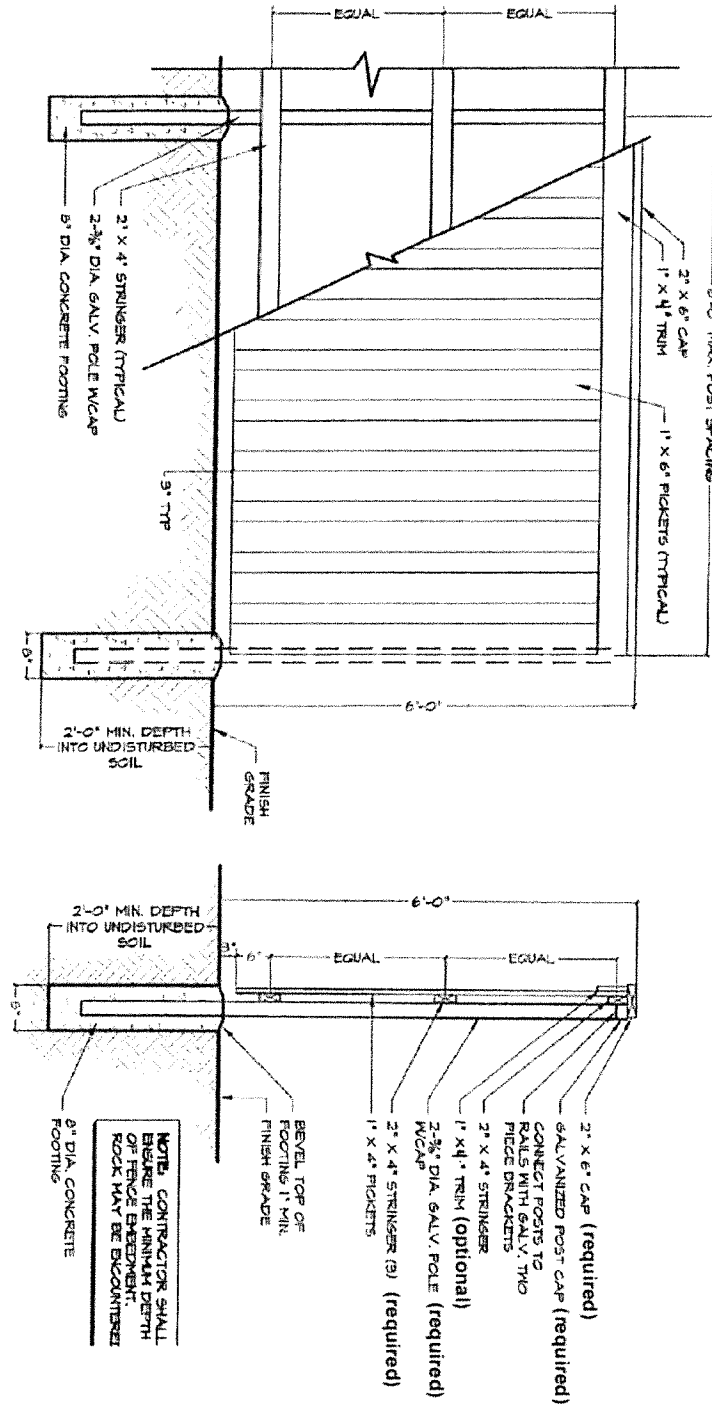
*[Exhibits to Appendix D follow]*

# Appendix D, Exhibit 2.3.2 of the Design Guidelines Wood Fencing Detail

## EXHIBIT ATTACHMENT 2.3.2

## BOARD ON BOARD CEDAR FENCING

Minimum fence height shall be six feet (6')  
Eight foot (8') fences allowed only upon written permission of the Architectural Reviewer



Any variation from the requirements stated in the Design Guidelines and/or this exhibit 2.3.2 shall require the prior written approval of the Architectural Reviewer

[illegible]

### EXHIBIT ATTACHMENT

Sample of acceptable wrought iron or tubular steel fencing allowed.  
Fencing must be ornamental iron or tubular steel finished in black.  
Fencing must be approved in writing by the Architectural Control  
Committee prior to installation.

Iron Fence Detail

